



**CITY OF CLOQUET
City Council Agenda
Tuesday, April 18, 2017
7:00 p.m.
City Hall Council Chambers**

CITY COUNCIL WORK SESSION

5:15 WLSSD Appointment – Loren Lilly
5:30 Ady Advantage Presentation
6:30 Project Labor Agreement - Craig Olson, Duluth Building and
Trades Construction Council

1. **Roll Call.**
2. **Pledge of Allegiance.**
3. **Approval of Agenda.**
 - a. Approval of April 18, 2017 Council Agenda
4. **Approval of Council Minutes.**
 - a. Work Session minutes from the April 4, 2017 meeting
 - b. Regular Council minutes from the April 4, 2017 meeting
5. **Consent Agenda.**

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

 - a. Resolution No. 17-34 Authorizing the Payment of Bills
 - b. Transient Merchant License – TNT Fireworks
6. **Public Hearings.**

None
7. **Presentations.**

None



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8. Council Business.

- a. WLSSD Board Appointment
- b. Resolution No. 17-32, Resolution Approving the Site Plan in the R3-Multiple Family Residence District for Commonwealth for White Pine Apartments
- c. Ordinance No. 464A, An Ordinance to Amend Chapter 17 of the Municipal Code Pertaining to Breweries, Taprooms, Brew Pubs and Micro-Distilleries
 - Resolution No. 17-33, A Resolution Authorizing Publication of a Summary of Ordinance No. 464A to Amend Chapter 17 of the Municipal Code Pertaining to Breweries, Taprooms, Brew Pubs and Micro-Distilleries
- d. Resolution No. 17-21, Resolution Authorizing the Charge-Off of a Loan with the Cloquet Home Center
- e. Resolution No. 17-35, Resolution to Set the Hearing Date on Proposed Final Assessments for the Improvement of Carl Street from South Highway 33 Frontage Road to Walter Avenue
- f. Resolution No. 17-36, Resolution Awarding City-Wide Mowing Contract to Blotti Contracting
- g. Purchase of Hockey Boards for Sunnyside Park
- h. Storm Water Facility Easement and Maintenance Agreement, Taco Bell

9. Public Comments.

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

10. Council Comments, Announcements, and Updates.

11. Adjournment.

**City Council Work Session
April 4, 2017**

 **DRAFT**

Present: A. Bailey, D. Bjerkness, K. Kolodge, S. Langley, R. Maki, Mayor Hallback
Absent: J. Rock
Staff: J. Barclay, N. Klassen, C. Peterson, J. Anderson
Others: J. Peterson, Pine Journal; EDA Members S. Micke, R. Smith, S. Peterson, R. Peterson

Joint Meeting with EDA

- Introductions were made by everyone in attendance. The Council meets with EDA annually to review the year's activities and discuss established future goals. Top priorities for 2017 include the revitalization and redevelopment of the downtown areas along Cloquet Avenue and historic west end; development of the Cloquet business park by increasing sustainable business and employment opportunities while broadening the commercial/industrial sector and tax base; promote the development and maintenance of housing by implementing the 2014 Cloquet Housing Study by ensuring the City's housing stock supports the needs of local employers and employees with adequate housing opportunities; and developing a proactive marketing campaign to attract new business investment.
- EDA is working with MnDOT on an intersection improvement project at Hwy 33 and Broadway/Cloquet Avenues connecting to West End District.
- Ms. Hanson is looking at creating a Downtown Business Committee to work together as the revitalization continues to be researched.
- Ms. Hanson gave a brief review of the 2016 Annual Report for Community Development which highlights the core functions and activities of the department.
- Ms. Hanson requested feedback from the Council on what their vision of downtown is. Common concerns include the need to fill the storefronts, extension of the bike trail through Veteran's Park, the blighted entrance into the west end district, bringing in unique businesses/shops that are not already on Hwy 33, the need to meet more often with the business owners, and community events that will bring the community downtown.
- The park project is a start to giving people a reason to visit to the west end. Signage is needed showing what the west end has to offer. It was suggested that the Chamber should take part in the promotion of the area.
- Discussion on housing being one of the keys to a successful community.
- Conversation on the blighted Wentworth Park property which is City owned. There needs to be a discussion with the business owner next to it regarding greenspace clean-up by removing their items off of the City owned property.

Downtown Street/Park Projects for 2017-2018

- City Engineer Caleb Peterson and Assistant City Engineer John Anderson reviewed the downtown streets and park projects scheduled for 2017-2018.
- Mr. Peterson stated the Cloquet Avenue corridor is busiest street in town and now is the time to make proper improvements aligning with the Broadway Ave project. There is ongoing discussion of what the exact improvements will be.
- Discussion of businesses remaining open while the project is active.

Andrew Kozelouzek – Duluth Off Road Association

- Mr. Kozelouzek shared information about the Duluth Off Road Association and the request they are making to Carlton County for sponsorship for a Grant- In- Aid application with the DNR. Mr. Kozelouzek presented information about the association, the intended trail to be used, and the benefits the City may receive by having this activity in the area.
- The location for the intended trail is in-between Carlton & Scanlon on Highway 45. On the west side of the highway is an old section of road with pavement still in place that they are looking to use as an access area. This is in the preliminary stages and the group is looking to inform the City of the potential. Carlton County requested the group do outreach to local municipalities prior to their determination of sponsorship.

There being no further business, the meeting adjourned at 6:55 p.m.

Respectfully Submitted,

James Barclay
Interim City Administrator

Regular Meeting

Roll Call

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

Councilors Absent: None.

Pledge of Allegiance

 **DRAFT**

AGENDA

MOTION: Councilor Langley moved and Councilor Kolodge seconded the motion to approve the April 4, 2017 agenda. The motion carried unanimously (7-0).

MINUTES

MOTION: Councilor Bjerkness moved and Councilor Bailey seconded the motion to approve the minutes of the Regular Meeting of March 21, 2017. The motion carried unanimously (7-0).

CONSENT AGENDA

MOTION: Councilor Langley moved and Councilor Bjerkness seconded the motion to adopt the consent agenda of April 4, 2017 approving the necessary motions and resolutions. The motion carried unanimously (7-0).

- a. Resolution No. 17-29, Authorizing the Payment of Bills and Payroll

PUBLIC HEARING

There were none.

PRESENTATIONS

There were none.

LETTER OF UNDERSTANDING WITH LOCAL UNION #346

MOTION: Councilor Rock moved and Councilor Bailey seconded the motion to approve the Letter of Understanding (LOU) between the City of Cloquet and Local #545 recognizing that Jeff Palmer is on leave from his position of Sergeant and therefore, not a Bargaining Unit Employee while he is Interim Police Chief. The LOU provides an avenue for Mr. Palmer to maintain his seniority under the existing Labor Agreement and remain on the Teamsters insurance plan during the period he is serving as Interim Police Chief. The motion carried unanimously (7-0).

LETTER OF UNDERSTANDING WITH LOCAL #545

MOTION: Councilor Kolodge moved and Councilor Bjerkness seconded the motion to approve the Letter of Understanding (LOU) between the City of Cloquet and Local #545 to begin the hiring process to retain another individual or individuals to perform the custodial functions during the leave of absence of our Building Maintenance & Grounds employee. The motion carried unanimously (7-0).

SALE OF GENERAL OBLIGATION SALES TAX REVENUE – BOND SERIES 2017A

MOTION: Councilor Bjerkness moved and Councilor Rock seconded the motion to adopt **RESOLUTION NO. 17-30, A RESOLUTION PROVIDING FOR THE SALE OF \$8,400,000 GENERAL OBLIGATION SALES TAX REVENUE BONDS, SERIES 2017A.** The motion carried unanimously (7-0).

with respect to such Bond shall be made and given, respectively, by the Bond Registrar or City, as the case may be, to the Depository as provided in the Letter of Representations to the Depository required by the Depository as a condition to its acting as book-entry Depository for the Bonds (said Letter of Representations, together with any replacement thereof or amendment or substitute thereto, including any standard procedures or policies referenced therein or applicable thereto respecting the procedures and other matters relating to the Depository's role as book-entry Depository for the Bonds, collectively hereinafter referred to as the "Letter of Representations").

(vii) All transfers of beneficial ownership interests in each Bond issued in book-entry form shall be limited in principal amount to Authorized Denominations and shall be affected by procedures by the Depository with the Participants for recording and transferring the ownership of beneficial interests in such Bonds.

(viii) In connection with any notice or other communication to be provided to the Holders pursuant to this Resolution by the City or Bond Registrar with respect to any consent or other action to be taken by Holders, the Depository shall consider the date of receipt of notice requesting such consent or other action as the record date for such consent or other action; provided, that the City or the Bond Registrar may establish a special record date for such consent or other action. The City or the Bond Registrar shall, to the extent possible, give the Depository notice of such special record date not less than fifteen calendar days in advance of such special record date to the extent possible.

(ix) Any successor Bond Registrar in its written acceptance of its duties under this Resolution and any paying agency/bond registrar agreement, shall agree to take any actions necessary from time to time to comply with the requirements of the Letter of Representations.

(x) Termination of Book-Entry Only System. Discontinuance of a particular Depository's services and termination of the book-entry only system may be effected as follows:

(xi) The Depository may determine to discontinue providing its services with respect to the Bonds at any time by giving written notice to the City and discharging its responsibilities with respect thereto under applicable law. The City may terminate the services of the Depository with respect to the Bond if it determines that the Depository is no longer able to carry out its functions as securities depository or the continuation of the system of book-entry transfers through the Depository is not in the best interests of the City or the Beneficial Owners.

(xii) Upon termination of the services of the Depository as provided in the preceding paragraph, and if no substitute securities depository is willing to undertake the functions of the Depository hereunder can be found which, in the opinion of the City, is willing and able to assume such functions upon reasonable or customary terms, or if the City determines that it is in the best interests of the City or the Beneficial Owners of the Bond that the Beneficial Owners be able to obtain certificates for the Bonds, the Bonds shall no longer be registered as being registered in the bond register in the name of the Nominee, but may be registered in whatever name or names the Holder of the Bonds shall designate at that time, in accordance with paragraph 10. To the extent that the Beneficial Owners are designated as the transferee by the Holders, in accordance with paragraph 10, the Bonds will be delivered to the Beneficial Owners.

(xiii) Nothing in this subparagraph (d) shall limit or restrict the provisions of paragraph 10.

(c) Letter of Representations. The provisions in the Letter of Representations are incorporated herein by reference and made a part of the resolution, and if and to the extent any such provisions are inconsistent with the other provisions of this resolution, the provisions in the Letter of Representations shall control.

3. Purpose. The Bonds shall provide funds to finance a portion of the cost (a) for construction and completion of park improvement projects, including St. Louis River riverfront improvements; Veteran's Park construction and improvements; improvements to the Hilltop Park soccer complex and Braun Park baseball complex; capital equipment and building and grounds improvements at the Pine Valley Park/Pine Valley Hockey Arena/Cloquet Area Recreation Center; and development of pedestrian trails within the city; (b) for extension of utilities and the construction of all improvements associated with the development of property adjacent to Highway 33 and Interstate Highway 35, including payment of all debt service on bonds issued for these; and (c) for engineering and construction of infrastructure improvements, including, but not limited to, storm sewer, sanitary sewer, and water in areas identified as part of the city's comprehensive land use plan. Authorized expenses include, but are not limited to, acquiring property and paying

construction expenses related to these improvements, and paying debt service on bonds or other obligations issued to finance acquisition and construction of the Project.

4. Interest. The Bonds shall bear interest payable semiannually on February 1 and August 1 of each year (each, an "Interest Payment Date"), commencing February 1, 2018, calculated on the basis of a 360-day year of twelve 30-day months, at the respective rates per annum set forth opposite the maturity years as follows:

<u>Year</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Interest Rate</u>
2018		2028	
2019		2029	
2020		2030	
2021		2031	
2022		2032	
2023		2033	
2024		2034	
2025		2035	
2026		2036	
2027		2037	

5. Redemption. All Bonds maturing on February 1, 2027 and thereafter, shall be subject to redemption and prepayment at the option of the City on February 1, 2026, and on any date thereafter at a price of par plus accrued interest. Redemption may be in whole or in part of the Bonds subject to prepayment. If redemption is in part, the maturities and the principal amounts within each maturity to be redeemed shall be determined by the City; and if only part of the Bonds having a common maturity date are called for prepayment, the specific Bonds to be prepaid shall be chosen by lot by the Bond Registrar. Bonds or portions thereof called for redemption shall be due and payable on the redemption date, and interest thereon shall cease to accrue from and after the redemption date. Mailed notice of redemption shall be given to the paying agent and to each affected registered holder of the Bonds not more than sixty (60) days and not fewer than thirty (30) days prior to the date fixed for redemption.

To effect a partial redemption of Bonds having a common maturity date, the Bond Registrar prior to giving notice of redemption shall assign to each Bond having a common maturity date a distinctive number for each \$5,000 of the principal amount of such Bond. The Bond Registrar shall then select by lot, using such method of selection as it shall deem proper in its discretion, from the numbers so assigned to such Bonds, as many numbers as, at \$5,000 for each number, shall equal the principal amount of such Bonds to be redeemed. The Bonds to be redeemed shall be the Bonds to which were assigned numbers so selected; provided, however, that only so much of the principal amount of each such Bond of a denomination of more than \$5,000 shall be redeemed as shall equal \$5,000 for each number assigned to it and so selected. If a Bond is to be redeemed only in part, it shall be surrendered to the Bond Registrar (with, if the City or Bond Registrar so requires, a written instrument of transfer in form satisfactory to the City and Bond Registrar duly executed by the Holder thereof or the Holder's attorney duly authorized in writing) and the City shall execute (if necessary) and the Bond Registrar shall authenticate and deliver to the Holder of the Bond, without service charge, a new Bond or Bonds having the same stated maturity and interest rate and of any Authorized Denomination or Denominations, as requested by the Holder, in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bond so surrendered.

6. Bond Registrar. Bond Trust Services Corporation in Roseville, Minnesota is appointed to act as bond registrar and transfer agent with respect to the Bonds (the "Bond Registrar"), and shall do so unless and until a successor Bond Registrar is duly appointed, all pursuant to any contract the City and Bond Registrar shall execute which is consistent herewith. The Bond Registrar shall also serve as paying agent unless and until a successor paying agent is duly appointed. Principal and interest on the Bonds shall be paid to the registered holders (or record holders) of the Bonds in the manner set forth in the form of Bond and paragraph 12.

7. Form of Bond. The Bonds, together with the Bond Registrar's Certificate of Authentication, the form of Assignment and the registration information thereon, shall be in substantially the following form:

UNITED STATES OF AMERICA
STATE OF MINNESOTA
CARLTON COUNTY
CITY OF CLOQUET

R-_____

\$ _____

GENERAL OBLIGATION SALES TAX REVENUE BOND, SERIES 2017A

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
	February 1, 20__	May 4, 2017	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

The City of Cloquet, Carlton County, Minnesota (the "Issuer"), certifies that it is indebted and for value received promises to pay to the registered owner specified above, or registered assigns, in the manner hereinafter set forth, the principal amount specified above, on the maturity date specified above, unless called for earlier redemption, and to pay interest thereon semiannually on February 1 and August 1 of each year (each, an "Interest Payment Date"), commencing February 1, 2018, at the rate per annum specified above (calculated on the basis of a 360-day year of twelve 30-day months) until the principal sum is paid or has been provided for. This Bond will bear interest from the most recent Interest Payment Date to which interest has been paid or, if no interest has been paid, from the date of original issue hereof. The principal of and premium, if any, on this Bond are payable upon presentation and surrender hereof at the principal office of Bond Trust Services Corporation, in Roseville, Minnesota (the "Bond Registrar"), acting as paying agent, or any successor paying agent duly appointed by the Issuer (the "Bond Registrar"), acting as paying agent, or any successor paying agent duly appointed by the Issuer. Interest on this Bond will be paid on each Interest Payment Date by check or draft mailed to the person in whose name this Bond is registered (the "Holder" or "Bondholder") on the registration books of the Issuer maintained by the Bond Registrar and at the address appearing thereon at the close of business on the fifteenth day of the calendar month next preceding such Interest Payment Date (the "Regular Record Date"). Any interest not so timely paid shall cease to be payable to the person who is the Holder hereof as of the Regular Record Date, and shall be payable to the person who is the Holder hereof at the close of business on a date (the "Special Record Date") fixed by the Bond Registrar whenever money becomes available for payment of the defaulted interest. Notice of the Special Record Date shall be given to Bondholders not less than ten days prior to the Special Record Date. The principal of and premium, if any, and interest on this Bond are payable in lawful money of the United States of America. So long as this Bond is registered in the name of the Depository or its Nominee as provided in the Resolution hereinafter described, and as those terms are defined therein, payment of principal of, premium, if any, and interest on this Bond and notice with respect thereto shall be made as provided in the Letter of Representations, as defined in the Resolution, and surrender of this Bond shall not be required for payment of the redemption price upon a partial redemption of this Bond. Until termination of the book-entry only system pursuant to the Resolution, Bonds may only be registered in the name of the Depository or its Nominee.

Optional Redemption. All Bonds of this issue (the "Bonds") maturing on February 1, 2027, and thereafter, are subject to redemption and prepayment at the option of the Issuer on February 1, 2026, and on any date thereafter at a price of par plus accrued interest. Redemption may be in whole or in part of the Bonds subject to prepayment. If redemption is in part, the maturities and the principal amounts within each maturity to be redeemed shall be determined by the Issuer; and if only part of the Bonds having a common maturity date are called for prepayment, the specific Bonds to be prepaid shall be chosen by lot by the Bond Registrar. Bonds or portions thereof called for redemption shall be due and payable on the redemption date, and interest thereon shall cease to accrue from and after the redemption date. Mailed notice of redemption shall be given to the paying agent and to each affected registered holder of the Bonds not more than sixty (60) days and not fewer than thirty (30) days prior to the date fixed for redemption.

Prior to the date on which any Bond or Bonds are directed by the Issuer to be redeemed in advance of maturity, the Issuer will cause notice of the call thereof for redemption identifying the Bonds to be redeemed to be mailed to the Bond Registrar and all Bondholders, at the addresses shown on the Bond Register. All Bonds so called for redemption will cease to bear interest on the specified redemption date, provided funds for their redemption have been duly deposited.

Selection of Bonds for Redemption: Partial Redemption. To effect a partial redemption of Bonds having a common maturity date, the Bond Registrar shall assign to each Bond having a common maturity date a distinctive number for each \$5,000 of the principal amount of such Bond. The Bond Registrar shall then select by lot, using such method of selection as it shall deem proper in its discretion, from the numbers assigned to the Bonds, as many numbers as, at \$5,000 for each number, shall equal the principal amount of such Bonds to be redeemed. The Bonds to be redeemed shall be the Bonds to which were assigned numbers so selected; provided, however, that only so much of the principal amount of such Bond of a denomination of more than \$5,000 shall

be redeemed as shall equal \$5,000 for each number assigned to it and so selected. If a Bond is to be redeemed only in part, it shall be surrendered to the Bond Registrar (with, if the Issuer or Bond Registrar so requires, a written instrument of transfer in form satisfactory to the Issuer and Bond Registrar duly executed by the Holder thereof or the Holder's attorney duly authorized in writing) and the Issuer shall execute (if necessary) and the Bond Registrar shall authenticate and deliver to the Holder of the Bond, without service charge, a new Bond or Bonds having the same stated maturity and interest rate and of any Authorized Denomination or Denominations, as requested by the Holder, in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bond so surrendered.

Issuance; Purpose; General Obligation. This Bond is one of an issue in the total principal amount of \$8,400,000, all of like date of original issue and tenor, except as to number, maturity, interest rate and denomination, issued pursuant to and in full conformity with the Constitution and laws of the State of Minnesota and pursuant to a resolution adopted by the City Council of the Issuer on April 4, 2017 (the "Resolution"), for the purpose of providing funds to finance the construction and completion of various park improvements and infrastructure projects in the City as authorized by special legislation. This Bond is payable out of the General Obligation Sales Tax Revenue Bonds, Series 2017A Fund of the Issuer. This Bond constitutes a general obligation of the Issuer, and to provide moneys for the prompt and full payment of its principal, premium, if any, and interest when the same become due, the full faith and credit and taxing powers of the Issuer have been and are hereby irrevocably pledged.

Denominations; Exchange; Resolution. The Bonds are issuable solely in fully registered form in Authorized Denominations (as defined in the Resolution) and are exchangeable for fully registered Bonds of other Authorized Denominations in equal aggregate principal amounts at the principal office of the Bond Registrar, but only in the manner and subject to the limitations provided in the Resolution. Reference is hereby made to the Resolution for a description of the rights and duties of the Bond Registrar. Copies of the Resolution are on file in the principal office of the Bond Registrar.

Transfer. This Bond is transferable by the Holder in person or the Holder's attorney duly authorized in writing at the principal office of the Bond Registrar upon presentation and surrender hereof to the Bond Registrar, all subject to the terms and conditions provided in the Resolution and to reasonable regulations of the Issuer contained in any agreement with the Bond Registrar. Thereupon the Issuer shall execute and the Bond Registrar shall authenticate and deliver, in exchange for this Bond, one or more new fully registered Bonds in the name of the transferee (but not registered in blank or to "bearer" or similar designation), of an Authorized Denomination or Denominations, in aggregate principal amount equal to the principal amount of this Bond, of the same maturity and bearing interest at the same rate.

Fees upon Transfer or Loss. The Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with the transfer or exchange of this Bond and any legal or unusual costs regarding transfers and lost Bonds.

Treatment of Registered Owners. The Issuer and Bond Registrar may treat the person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided (except as otherwise provided herein with respect to the Record Date) and for all other purposes, whether or not this Bond shall be overdue, and neither the Issuer nor the Bond Registrar shall be affected by notice to the contrary.

Authentication. This Bond shall not be valid or become obligatory for any purpose or be entitled to any security unless the Certificate of Authentication hereon shall have been executed by the Bond Registrar.

Not Qualified Tax-Exempt Obligations. The Bonds have not been designated by the Issuer as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required by the Constitution and laws of the State of Minnesota and Charter of the Issuer to be done, to happen and to be performed, precedent to and in the issuance of this Bond, have been done, have happened and have been performed, in regular and due form, time and manner as required by law, and that this Bond, together with all other debts of the Issuer outstanding on the date of original issue hereof and the date of its issuance and delivery to the original purchaser, does not exceed any constitutional, statutory or charter limitation of indebtedness.

IN WITNESS WHEREOF, the City of Cloquet, Carlton County, Minnesota, by its City Council has caused this Bond to be executed on its behalf by the facsimile signatures of its Mayor and its City Interim City Administrator, the corporate seal of the Issuer having been intentionally omitted as permitted by law.

Date of Registration: Registrable by: BOND TRUST SERVICES CORPORATION

May 4, 2017 Payable at: BOND TRUST SERVICES CORPORATION

BOND REGISTRAR'S
CERTIFICATE OF
AUTHENTICATION

CITY OF CLOQUET,
CARLTON COUNTY, MINNESOTA

This Bond is one of the
Bonds described in the
Resolution mentioned
within.

/s/ Facsimile _____
Mayor

Bond Trust Services Corporation
Roseville, Minnesota
Bond Registrar

/s/ Facsimile _____
Interim City Administrator

By: _____
Authorized Signature

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

- TEN COM - as tenants in common
- TEN ENT - as tenants by the entireties
- JT TEN - as joint tenants with right of survivorship and not as tenants in common
- UTMA - _____ as custodian for _____
(Cust) (Minor)
- under the _____ Uniform
(State)
- Transfers to Minors Act

Additional abbreviations may also be used though not in the above list.

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ the within Bond and does hereby irrevocably constitute and appoint _____ attorney to transfer the Bond on the books kept for the registration thereof, with full power of substitution in the premises.

Dated: _____
Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever.

Signature Guaranteed:

Signature(s) must be guaranteed by a national bank or trust company or by a brokerage firm having a membership in one of the major stock exchanges or any other "Eligible Guarantor Institution" as defined in 17 CFR 240.17 Ad-15(a)(2).

The Bond Registrar will not effect transfer of this Bond unless the information concerning the transferee requested below is provided.

Name and Address: _____

(Include information for all joint owners if the Bond is held by joint account.)

8. Execution. The Bonds shall be in typewritten form, shall be executed on behalf of the City by the signatures of its Mayor and Interim City Administrator and be sealed with the seal of the City; provided, as permitted by law, both signatures may be photocopied facsimiles and the corporate seal has been omitted. In the event of disability or resignation or other absence of either officer, the Bonds may be signed by the manual or facsimile signature of the officer who may act on behalf of the absent or disabled officer. In case either officer whose signature or facsimile of whose signature shall appear on the Bonds shall cease to be such officer before the delivery of the Bonds, the signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery.

9. Authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this resolution unless a Certificate of Authentication on the Bond, substantially in the form hereinabove set forth, shall have been duly executed by an authorized representative of the Bond Registrar. Certificates of Authentication on different Bonds need not be signed by the same person. The Bond Registrar shall authenticate the signatures of officers of the City on each Bond by execution of the Certificate of Authentication on the Bond and by inserting as the date of registration in the space provided the date on which the Bond is authenticated, except that for purposes of delivering the original Bonds to the Purchaser, the Bond Registrar shall insert as a date of registration the date of original issue of May 4, 2017. The Certificate of Authentication so executed on each Bond shall be conclusive evidence that it has been authenticated and delivered under this resolution.

10. Registration; Transfer; Exchange. The City will cause to be kept at the principal office of the Bond Registrar a bond register in which, subject to such reasonable regulations as the Bond Registrar may prescribe, the Bond Registrar shall provide for the registration of Bonds and the registration of transfers of Bonds entitled to be registered or transferred as herein provided.

Upon surrender for transfer of any Bond at the principal office of the Bond Registrar, the City shall execute (if necessary), and the Bond Registrar shall authenticate, insert the date of registration (as provided in paragraph 9) of, and deliver, in the name of the designated transferee or transferees, one or more new Bonds of any Authorized Denomination or Denominations of a like aggregate principal amount, having the same stated maturity and interest rate, as requested by the transferor; provided, however, that no Bond may be registered in blank or in the name of "bearer" or similar designation.

At the option of the Holder, Bonds may be exchanged for Bonds of any Authorized Denomination or Denominations of a like aggregate principal amount and stated maturity, upon surrender of the Bonds to be exchanged at the principal office of the Bond Registrar. Whenever any Bonds are so surrendered for exchange, the City shall execute (if necessary), and the Bond Registrar shall authenticate, insert the date of registration of, and deliver the Bonds which the Holder making the exchange is entitled to receive.

All Bonds surrendered upon any exchange or transfer provided for in this resolution shall be promptly canceled by the Bond Registrar and thereafter disposed of as directed by the City.

All Bonds delivered in exchange for or upon transfer of Bonds shall be valid general obligations of the City evidencing the same debt, and entitled to the same benefits under this resolution, as the Bonds surrendered for such exchange or transfer.

Every Bond presented or surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, in form satisfactory to the Bond Registrar, duly executed by the Holder thereof or his, her or its attorney duly authorized in writing

The Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with the transfer or exchange of any Bond and any legal or unusual costs regarding transfers and lost Bonds.

Transfers shall also be subject to reasonable regulations of the City contained in any agreement with the Bond Registrar, including regulations which permit the Bond Registrar to close its transfer books between record dates and payment dates. The Administrator-Clerk-Treasurer is hereby authorized to negotiate and execute the terms of said agreement.

11. Rights Upon Transfer or Exchange. Each Bond delivered upon transfer of or in exchange for or in lieu of any other Bond shall carry all the rights to interest accrued and unpaid, and to accrue, which were carried by such other Bond.

12. Interest Payment; Record Date. Interest on any Bond shall be paid on each Interest Payment Date by check or draft mailed to the person in whose name the Bond is registered (the "Holder") on the registration books of the City maintained by the Bond Registrar and at the address appearing thereon at the close of business on the fifteenth day of the calendar month next preceding such Interest Payment Date (the "Regular Record Date"). Any such interest not so timely paid shall cease to be payable to the person who is

the Holder thereof as of the Regular Record Date, and shall be payable to the person who is the Holder thereof at the close of business on a date (the "Special Record Date") fixed by the Bond Registrar whenever money becomes available for payment of the defaulted interest. Notice of the Special Record Date shall be given by the Bond Registrar to the Holders not less than ten days prior to the Special Record Date.

13. Treatment of Registered Owner. The City and Bond Registrar may treat the person in whose name any Bond is registered as the owner of such Bond for the purpose of receiving payment of principal of and premium, if any, and interest (subject to the payment provisions in paragraph 12) on, such Bond and for all other purposes whatsoever whether or not such Bond shall be overdue, and neither the City nor the Bond Registrar shall be affected by notice to the contrary.

14. Delivery; Application of Proceeds. The Bonds when so prepared and executed shall be delivered by the Interim City Administrator to the Purchaser upon receipt of the purchase price, and the Purchaser shall not be obliged to see to the proper application thereof.

15. Fund and Accounts. For the convenience and proper administration of the moneys to be borrowed and repaid on the Bonds, and to make adequate and specific security to the Purchaser and holders from time to time of the Bonds, there is hereby created a special fund to be designated the "General Obligation Sales Tax Revenue Bonds, Series 2017A Fund" (the "Fund") to be administered and maintained by the Interim City Administrator as a bookkeeping account separate and apart from all other funds maintained in the official financial records of the City. The Fund shall be maintained in the manner herein specified until all of the Bonds and the interest thereon shall have been fully paid. There shall be maintained and created in the fund the "Construction Account" and a "Debt Service Account".

(a) Construction Account. To the Construction Account there shall be credited the proceeds of the sale of the Bonds less any amount paid in excess of the minimum bid. From the Construction Account there shall be paid all costs and expenses of the Project, including all costs incurred and to be incurred of the kind authorized in Minnesota Statutes, Section 475.65. The moneys in the Construction Account shall be used for no other purpose except as otherwise provided by law and the Charter; provided that the proceeds of the Bonds may also be used to the extent necessary to pay interest on the Bonds due prior to the anticipated date of commencement of the collection of taxes herein levied or covenanted to be levied. If upon completion of the Project there shall remain any unexpended balance in the Construction Account, the balance shall be transferred to the Debt Service Account.

(b) Debt Service Account. To the Debt Service Account there is hereby pledged and irrevocable appropriated and there shall be credited: (1) all funds paid for the Bonds in excess of the minimum bid; (2) all collections of Tax Revenues in an amount sufficient to pay annual principal and interest payments on the Bonds; (3) all investment earnings on funds in the Debt Service Account; (4) any taxes herein or hereafter levied for the payment of the Bonds; (5) any and all other moneys which are properly available and are appropriated by the governing body of the City to the Debt Service Account. The amount of any surplus remaining in the Debt Service Account when the Bonds and interest thereon are paid shall be used consistent with Minnesota Statutes, Section 475.61, Subdivision 4.

No portion of the proceeds of the Bonds shall be used directly or indirectly to acquire higher yielding investments or to replace funds which were used directly or indirectly to acquire higher yielding investments, except (1) for a reasonable temporary period until such proceeds are needed for the purpose for which the Bonds were issued and (2) in addition to the above in an amount not greater than the lesser of five percent of the proceeds of the Bonds or \$100,000. To this effect, any proceeds of the Bonds and any sums from time to time held in the Debt Service Account (or any other City account which will be used to pay principal or interest to become due on the bonds payable therefrom) in excess of amounts which under then applicable federal arbitrage regulations may be invested without regard to yield shall not be invested at a yield in excess of the applicable yield restrictions imposed by the arbitrage regulations on such investments after taking into account any applicable "temporary periods" or "minor portion" made available under the federal arbitrage regulations. Money in the Fund shall not be invested in obligations or deposits issued by, guaranteed by or insured by the United States or any agency or instrumentality thereof if and to the extent that such investment would cause the Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Internal Revenue Code of 1986, as amended (the "Code").

16. Coverage Test. The Tax Revenues are such that they will produce at least five percent (5%) in excess of the amount needed to meet when due the principal and interest payments on the Bonds.

17. Tax Revenues. The City hereby pledges and appropriates the Tax Revenues to the Debt Service Account, which pledge and appropriation shall continue until all of the Bonds, and any additional bonds payable from the Debt Service Account, are paid or discharged. The City hereby expressly reserves the right to use the Tax Revenues to finance any other activities authorized by the Special Law, as amended from time to time. Nothing contained herein shall be deemed to preclude the City from making further pledges and appropriations of the net revenues of the System for the payment of other or additional obligations of the City, provided that it has first been determined by the City Council that the estimated Tax Revenues will be sufficient in addition to all other sources, for the payment of the Bonds and such additional obligations and activities.

18. Future Tax Levies. On or before September 15 of each year, the Interim City Administrator shall certify to the County Auditors of Carlton County the amount of Tax Revenues and any other funds appropriated to and then held in the Debt Service Account and the estimated collections of Tax Revenues to be received in the next succeeding year. In the event that it is anticipated that the aggregate of said sums will not be sufficient to pay the principal and interest on the Bonds to become due in the first calendar year thereafter and the first six (6) months of the succeeding calendar year, the City Council shall pass a resolution requesting the County Auditors of Carlton County to levy an ad valorem tax in an amount as is necessary, together with the aforementioned funds then held in the Debt Service Account and said estimated collections of Tax Revenues, to pay the principal and interest on the Bonds to become due during said period.

19. Levying of Sales Tax and Excise Tax. The City will not amend or repeal the Ordinance relating to the Sales Tax or the Excise Tax by decreasing the sales or excise tax rate or the appropriation of Tax Revenues to the Debt Service Account, or in any way that would adversely affect the amount of Tax Revenues which would otherwise be collected and deposited to the Debt Service Account. However, nothing shall prevent the City from amending the Ordinance in order to make changes in the administration, collection or enforcement of the Sales Tax or the Excise Tax; provided that such changes shall not materially adversely affect the interests of the owners of or the security for the Bonds. The City will administer, enforce and collect, or cause to be administered, enforced or collected, the Sales Tax and the Excise Tax authorized by the Ordinance, and shall take such necessary action to collect, or cause to be collected, delinquent payments in accordance with the law.

20. General Obligation Pledge. For the prompt and full payment of the principal and interest on the Bonds, as the same respectively become due, the full faith, credit and taxing powers of the City shall be and are hereby irrevocably pledged. If the balance in the Debt Service Account is ever insufficient to pay all principal and interest then due on the Bonds and any other bonds payable therefrom, the deficiency shall be promptly paid out of any other funds of the City which are available for such purpose, and such other funds may be reimbursed with or without interest from the Debt Service Account when a sufficient balance is available therein.

21. Certificate of Registration. The Interim City Administrator is hereby directed to file a certified copy of this resolution with the County Auditor of Carlton County, Minnesota, together with such other information as the County Auditor shall require, and to obtain a County Auditor's certificate that the Bonds have been entered in the Bond Register and that the tax levy required by law has been made.

22. Records and Certificates. The officers of the City are hereby authorized and directed to prepare and furnish to the Purchaser, and to the attorneys approving the legality of the issuance of the Bonds, certified copies of all proceedings and records of the City relating to the Bonds and to the financial condition and affairs of the City, and such other affidavits, certificates and information as are required to show the facts relating to the legality and marketability of the Bonds as the same appear from the books and records under their custody and control or as otherwise known to them, and all such certified copies, certificates and affidavits, including any heretofore furnished, shall be deemed representations of the City as to the facts recited therein.

23. Continuing Disclosure. The City is the sole obligated person with respect to the Bonds. The City hereby agrees, in accordance with the provisions of Rule 15c2-12 (the "Rule"), promulgated by the Securities and Exchange Commission (the "Commission") pursuant to the Securities Exchange Act of 1934, as amended, and a Continuing Disclosure Undertaking (the "Undertaking") hereinafter described to:

(a) Provide or cause to be provided to the Municipal Securities Rulemaking Board (the "MSRB") by filing at www.emma.msrb.org in accordance with the Rule, certain annual financial information and operating data in accordance with the Undertaking. The City reserves the right to modify from time to time the terms of the Undertaking as provided therein.

- (b) Provide or cause to be provided to the MSRB notice of the occurrence of certain events with respect to the Bonds in not more than ten (10) business days after the occurrence of the event, in accordance with the Undertaking.
- (c) Provide or cause to be provided to the MSRB notice of a failure by the City to provide the annual financial information with respect to the City described in the Undertaking, in not more than ten (10) business days following such occurrence.
- (d) The City agrees that its covenants pursuant to the Rule set forth in this paragraph and in the Undertaking is intended to be for the benefit of the Holders of the Bonds and shall be enforceable on behalf of such Holders; provided that the right to enforce the provisions of these covenants shall be limited to a right to obtain specific enforcement of the City's obligations under the covenants.

The Mayor and Interim City Administrator of the City, or any other officer of the City authorized to act in their place (the "Officers") are hereby authorized and directed to execute on behalf of the City the Undertaking in substantially the form presented to the City Council subject to such modifications thereof or additions thereto as are (i) consistent with the requirements under the Rule, (ii) required by the Purchaser of the Bonds, and (iii) acceptable to the Officers.

24. Negative Covenant as to Use of Bond Proceeds and Project. The City hereby covenants not to use the proceeds of the Bonds or to use the improvements refinanced by the Prior Bonds (the "Project"), or to cause or permit them to be used, or to enter into any deferred payment arrangements for the cost of the Project, in such a manner as to cause the Bonds to be "private activity bonds" within the meaning of Sections 103 and 141 through 150 of the Code.

25. Tax-Exempt Status of the Bonds; Rebate. The City shall comply with requirements necessary under the Code to establish and maintain the exclusion from gross income under Section 103 of the Code of the interest on the Bonds, including without limitation (1) requirements relating to temporary periods for investments, (2) limitations on amounts invested at a yield greater than the yield on the Bonds, and (3) the rebate of excess investment earnings to the United States. The City expects to satisfy the 24-month expenditure exemption for gross proceeds of the Bonds as provided in Section 1.148-7(d)(1) of the Regulations. The Mayor and/or Interim City Administrator are hereby authorized and directed to make such elections as to arbitrage and rebate matters relating to the Bonds as they deem necessary, appropriate or desirable in connection with the Bonds, and all such elections shall be, and shall be deemed and treated as, elections of the City.

26. Defeasance. When all Bonds have been discharged as provided in this paragraph, all pledges, covenants and other rights granted by this resolution to the registered holders of the Bonds shall, to the extent permitted by law, cease. The City may discharge its obligations with respect to any Bonds which are due on any date by irrevocably depositing with the Bond Registrar on or before that date a sum sufficient for the payment thereof in full; or if any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Bond Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit. The City may also at any time discharge its obligations with respect to any Bonds, subject to the provisions of law now or hereafter authorizing and regulating such action, by depositing irrevocably in escrow, with a suitable banking institution qualified by law as an escrow agent for this purpose, cash or securities described in Minnesota Statutes, Section 475.67, Subdivision 8, bearing interest payable at such times and at such rates and maturing on such dates as shall be required, without regard to sale and/or reinvestment, to pay all amounts to become due thereon to maturity or, if notice of redemption as herein required has been duly provided for, to such earlier redemption date.

27. Official Statement. The Official Statement relating to the Bonds prepared and distributed by Ehlers is hereby approved and the officers of the City are authorized in connection with the delivery of the Bonds to sign such certificates as may be necessary with respect to the completeness and accuracy of the Official Statement.

28. Payment of Issuance Expenses. The City authorizes the Purchaser to forward the amount of Bond proceeds allocable to the payment of issuance expenses to KleinBank, Chaska, Minnesota, on the closing date for further distribution as directed by the City's municipal advisor, Ehlers.

29. Severability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

30. Headings. Headings in this resolution are included for convenience of reference only and are not a part hereof, and shall not limit or define the meaning of any provision hereof.

The motion for the adoption of the foregoing resolution was duly seconded by member _____ and, after a full discussion thereof and upon a vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

Whereupon the resolution was declared duly passed and adopted.

STATE OF MINNESOTA
COUNTY OF CARLTON
CITY OF CLOQUET

I, the undersigned, being the duly qualified Interim City Administrator of the City of Cloquet, Minnesota, DO HEREBY CERTIFY that I have compared the attached and foregoing extract of minutes with the original thereof on file in my office, and that the same is a full, true and complete transcript of the minutes of a meeting of the City Council, duly called and held on the date therein indicated, insofar as such minutes relate to considering proposals for, and awarding the competitive negotiated sale of \$8,400,000 General Obligation Sales Tax Revenue Bonds, Series 2017A.

WITNESS my hand on April _____, 2017.

Interim City Administrator

PUBLIC WORKS PICKUP TRUCK PURCHASE

MOTION: Councilor Bailey and Councilor Rock seconded the motion to approve the purchase of a Dodge Ram 2500 Regular Cab pickup truck from Cloquet Ford Chrysler in the amount of \$26,464. The motion carried unanimously (7-0).

PINE VALLEY SINGLETRACK MOUNTAIN BIKE TRAIL

MOTION: Councilor Kolodge moved and Councilor Maki seconded the motion to adopt **RESOLUTION NO. 17-28, A RESOLUTION AWARDED PINE VALLEY SINGLETRACK MOUNTAIN BIKE TRAIL BASE BID ONLY.** The motion carried unanimously (7-0).

WHEREAS, The City has completed plans and specifications for the rehabilitation of those streets within the Pine Valley Singletrack Mountain Bike Trail project; and

WHEREAS, A resolution of the Council adopted on January 17, 2017 Authorized Staff to solicit bids; and

WHEREAS, The City of Cloquet advertised and received the following bids for the project:

Bidder	Base	Alternate A	Alternate B	Total Bid
Trail Source LLC	\$124,336.75	\$59,514.40	\$55,469.80	\$239,320.95
Solutions 101 LLC	\$193,150.67	\$76,087.32	\$91,205.80	\$360,443.79

AND WHEREAS, The apparent low bid from Trail Source LLC, Inc. was found to meet the minimum bid requirements.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF CLOQUET, MINNESOTA, That the base bid from Trail Source LLC in the amount of \$124,336.75 is hereby accepted.

PAVEMENT MANAGEMENT CONSULTING SERVICES

MOTION: Councilor Rock moved and Councilor Bjerkness seconded the motion to adopt **RESOLUTION NO. 17-31, A RESOLUTION AWARDED PAVEMENT MANAGEMENT CONSULTING SERVICES TO GOODPOINTE TECHNOLOGY.** The motion carried unanimously (7-0).

WHEREAS, The City is responsible for maintenance of the local roadway network within the City of Cloquet; and

WHEREAS, The City Council as good stewards of public fund requires maintenance to be conducted in a fiscally responsible manner; and

WHEREAS, Pavement management provides the necessary data for fiscally responsible decisions to be made concerning street maintenance expenditures; and

WHEREAS, The City of Cloquet has received a proposal for consulting service related to establishing a pavement management system for the City of Cloquet form Goodpointe Technology.

AND WHEREAS, The City Council has planned for this expenditure with in the 2017 budget.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF CLOQUET, MINNESOTA, That the proposal from Goodpointe Technology in the amount of \$34,624.00 is hereby accepted.

PUBLIC COMMENTS

James Langenbrunner, 1506 Slate Street, addressed the Council questioning the actions taken by the Council at the March 16, 2017 Emergency Meeting.

James Wright, 2712 Getchell Road, Duluth, addressed the Council expressing support of Chief Stracek.

John Sanders, 201 Boulder Drive, questioned the Council on the appointment of Interim Police Chief Palmer based on his background and qualifications.

Christopher Huard, questioned the Council on the qualifications of Interim Police Chief Palmer based on his experience and education. Mr. Huard also questioned the logic in passing over two commanders, especially Derek Randall, who has a high level of education and experience.

COUNCIL COMMENTS, ANNOUNCEMENTS, AND UPDATES

Councilor Kolodge addressed the Council expressing his displeasure over the March 16, 2017 Emergency Meeting being called when he and Councilor Bailey were both on vacation and unable to be present representing their wards. He also questioned the circumstances leading to call an Emergency Meeting and whether it actually was an emergency.

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

James Barclay, Interim City Administrator



ADMINISTRATIVE OFFICES

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

REQUEST FOR COUNCIL ACTION

To: Mayor and City Council
From: James Barclay, Interim City Administrator
Date: April 11, 2017

ITEM DESCRIPTION: Transient Merchant License for Fireworks Sales

Proposed Action

Staff recommends that the City Council move to approve the Peddlers, Solicitors, & Transient Merchants License for Christopher Ulmer, dba TNT Fireworks, to sell fireworks at Wal Mart, 1308 Highway 33 South, from June 20 - July 5, 2017 and identify the hours of sale subject to submittal of all licensing requirements and completion of background check.

Background/Overview

The City has received an application from Christopher Ulmer, dba TNT Fireworks, for a Peddlers, Solicitors, & Transient Merchants license seeking approval to sell fireworks from June 20 - July 5, 2017 Wal Mart, 1308 Highway 33 South.

The applicant is seeking authority to sell until midnight, however Section 6.6.08, Subd. 1(B) of City Code restricts sales to 8:00 am to 8:00 pm. The City Council has previously authorized another applicant in past years to sell until 10:00 pm. The City has received no complaints regarding the operation during this timeframe. Staff would suggest that the Council either follow Code or in the case of fireworks sales limit it to the previously established precedent of 10:00 pm.

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. The City does not have a separate licensing requirement for retail fireworks sales, though it may wish to do so in the future.

Financial/Budget/Grant Considerations

The applicant has submitted the appropriate license fee 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

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

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.

INDIVIDUAL SUBMITTING APPLICATION:

Name: CHRISTOPHER JON ULMER
First Full Middle Name Last

Applicant Current Address: _____
City, State, Zip: FARGO, ND 58104

Home Phone _____ Work Phone _____ Cell Phone _____
E-Mail Address: ULMERC@TNTFIREWORKS.COM

Date of Birth: 10-25- Place of Birth: Dickinson ND
Social Security #: _____ Drivers License #: _____ State: ND
Eye Color: BROWN Hair Color: Brown Height: 6'3 Weight: 240

BUSINESS/ORGANIZATION INFORMATION:

Business or Organization Name: TNT FIREWORKS
Address: 4003 HELTON DRIVE, FLORENCE, AL 35630
Mailing Address (if different from above): _____
Phone No.: _____ Alternate Number: _____

LOCATION WHERE PROPOSED SALES WILL BE MADE:

Business/Organization Name: WAL-MART PARKING LOT
Address: 1308 HWY 33 SOUTH, CLOQUET, MN 55720
Local Phone Number: _____ Permanent Phone Number: _____

THE LENGTH OF TIME FOR SALES OR SOLICITING AND HOURS DURING WHICH BUSINESS WILL BE CONDUCTED:

Beginning Date: 06/20 Ending Date: 07/05
Hours during which business will be conducted: 8:00am - 10:00pm daily

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

RETAIL SALE OF MN STATE APPROVED FIREWORKS

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.)

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:

TNT FIREWORKS

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

City and Address	State
ALBERT LEA- 1550 BLAKE AVE	MN
ANDOVER- 1851 BUNKER LAKE BLVD	MN
BEMIDJI- 2025 PAUL BUNYON DRIVE NW	MN

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

no vehicles. Sales are from fixed location

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

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

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

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

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: Chris

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: Fargo, ND 58104
Dates at Address: August 2007 - present

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

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

I HEREBY UNDERSTAND AND AGREE THAT:

1. 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.
2. 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

3/21/17
Date

Print Name CHRISTOPHER JON ULMER
First Middle Last



Independent Sales Organization (ISO) Access Letter

TNT Fireworks to scope parking lot space and sell fireworks

To: American Promotional Events, Inc. D.B.A. TNT Fireworks

From: Walmart Services

Date: 01/02/17

RE: TNT Fireworks to scope parking lot space and sell fireworks

Dear Valued ISO,

Thank you for your continued support and collaboration. Upon arrival at the store where the event/promotion will occur, this access Letter ("Letter") should be provided to store management. This letter shall serve as proof that you are authorized to enter the store and complete the parking lot scoping and execution of a temporary firework stand as a promotion/event for the time period specified below. You are also authorized and required to obtain the proper permitting as required by the local city, county, and/or state. Only your employees (collectively "Representatives") may perform the promotion on your behalf. Your Representatives must produce credentials to store management showing that the Representative has been authorized by you to perform the promotion on your behalf.

Scoping Timeline: Scope work may happen anytime from January 01, 2017 – July 31, 2018

Sales Timeline: Parking lot sales may happen anytime from June 15, 2017 – July 31, 2018

Store Associate (Management) Responsibilities:

- 1) Allow and agree upon space with TNT Fireworks to sell fireworks on the parking lot during the Independence Day season
- 2) Customers and employees of TNT Fireworks may have access to restrooms in Walmart facilities
- 3) For other questions call Walmart Field Support at 1-700-Walmart
- 4) Keep a copy of this LOA for your records

This particular program does **NOT** violate the Walmart Corporate Solicitation Policy.

Best regards,

Jesse Danielson
Manager II, WM Services

Anne Johnson
Director, Walmart Services

Sales Area - 20'x40'



Go



ADMINISTRATIVE OFFICES

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Phone: 218-879-3347 • Fax: 218-879-6555
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www.ci.cloquet.mn.us

REQUEST FOR COUNCIL ACTION

To: Mayor and City Council
From: James Barclay, Interim City Administrator
Date: April 11, 2017

A handwritten signature in blue ink, appearing to read "James Barclay", is written over the "From:" line.

ITEM DESCRIPTION: Consideration of WLSSD Appointment

Proposed Action

The City Council is asked to discuss and consider the application of interest from Loren Lilly to serve on the Western Lake Superior Sanitary District Board for a term expiring 07/01/17.

Background/Overview

The City has received correspondence from Bruce Ahlgren informing the City of his resignation from the WLSSD Board. This is one of three seats on the board held by Cloquet residents. This seat is typically held by a member of the City Council. The individual appointed will serve the remainder of Mr. Ahlgren's three year term. The City Council discussed and tabled this seat at its January 3 and 17, 2017 Council meetings. It was discussed again at its February 21, 2017 meeting and the Council agreed to advertise this opening to the general public.

The Council has been advertising for interested residents to serve on this Board through the Pine Journal Newspaper and City website. To date, the Mr. Lilly is the only individual to have submitted an application of interest. The Council should provide direction as to whether or not it wishes to delay an appointment to provide opportunity for other applicants or if it wishes to appoint Mr. Lilly.

Policy Objectives

To keep the various City boards, committees, and commissions at full membership as identified by the City Council or under Municipal Code. The membership of the WLSSD is defined under M.S. 458D.03, Subd. 2 of which the City of Cloquet shall select three members. Under Subd. 7 of this statute, each board member shall be a resident of the district and may, but need not be, an elected official.

Financial/Budget/Grant Considerations

There is no direct cost to the City regarding the appointment of this position.

Advisory Committee/Commission Action

None.

Supporting Documentation Attached

- Application

March 14, 2017

City of Cloquet, City Hall
1307 Cloquet Avenue
Cloquet, Mn 55720

Members of the City Council,

Please accept this resume as a response to the WLSSD Board Member posting.

In addition to the qualifications below, I would like to note I have been involved with local community organizations for many years and feel it is necessary to participate further as a resident of Cloquet. My personal community involvement coupled with my work experiences lend themselves nicely to the position.

- Leadership and supervision of construction, project management, and inspection personnel for Enbridge Major Projects business unit.
- Team supervision for Carlton Operations District of Northern Natural Gas Company.
- As construction manager, I am responsible for providing solutions stemming from both realized and potential issues, while ensuring all stakeholders are properly informed and satisfied.
- Conduct regular interface between project, construction management and LP stakeholders, emphasizing quality, schedule, and cost, while ensuring adherence to Enbridge as well as industry standards and codes.
- Manage Solid, Hazardous and Universal Waste program for Northern Natural Gas Company at the Carlton and Wrenshall Minnesota facilities. Including characterization and transportation of waste products to the POTW.
- Maintained Minnesota and Wisconsin Public Official Contact programs for Northern Natural Gas Company.
- Represented Northern Natural Gas Company for the One Call Damage Prevention Program, in Minnesota and Wisconsin.
- Maintained effective, constructive relationships with private and public landowners, in addition to stakeholders such as Fond du Lac and Bad River Bands of Lake Superior Chippewa, through ROW clearing and maintenance program for Northern Natural Gas Company.
- Perform annual SARA Title III, Tier 2 reporting and meetings with public officials and emergency management in affected counties and municipalities.

I have nearly 30 years experience in the oil and gas industry; this includes experience with DOT192, DOT193, and DOT195, as it applies to construction, maintenance and operations of mainline and facilities. I oversaw waste management activities for 15 years while employed by Northern Natural Gas in Carlton County. I received my undergraduate degree in Organizational Behavior from the College of St. Scholastica; additionally my course of studies covered Environmental Science. This is but a brief look at the experience and competencies I can provide to the position.

I look forward to discussing this further with you.

Respectfully,

Loren Lilly

Enclosure: Resume

LOREN W. LILLY

LOREN.LILLY@ENBRIDGE.COM

CLOQUET, MN 55720

OBJECTIVE

Fill the WLSSD Board Position for the City of Cloquet

EXPERIENCE

2014-Present Enbridge US Facility Construction Duluth, MN
Construction Manager - Manage the USMLE construction for Line 61, Line 67 and Superior Terminal Expansion. Provide leadership and direction to the project inspection and construction management staff. Coordinate technical records completion and turnover.

2012- 2014 Enbridge Major Projects Duluth, MN
Project Supervisor, Project Manager - Manage field inspection and project closeout for Bakken Expansion Program US and Canada. Project Manager for US and Canadian Mainline and Facilities. RTO coordination for Gate 4 passage.

2000-2012 Northern Natural Gas Company Carlton, MN
Team Leader and Environmental Lead-Supervise district Operations and Maintenance, ensure compliance reporting and record keeping, Schedule district employees for coverage of required operations tasks, budget oversight and project assignment. Solid, Hazardous and Universal Waste management, disposal and recycling maintained for Northern Minnesota and Wisconsin operating facilities. Conducted Public Official Engagement program.

1995-2000 Enron Transportation and Storage Wrenshall, MN
Sr. Operations and Maintenance Technician-Environmental compliance and waste management for Liquefied Natural Gas facility, Perform routine facility operation and maintenance.

1991-1995 Enron Gas Pipeline Group Artesia, NM
Sr. Operations and Maintenance Technician-Environmental compliance for gathering operations. Perform routine pipeline, compressor station, and sales facility operation and maintenance, pipeline and station construction.

EDUCATION

College of St. Scholastica Duluth, MN
Undergrad Organizational Behavior

Oregon State University Corvallis, OR
Environmental Studies



COMMUNITY DEVELOPMENT DEPARTMENT

1307 Cloquet Avenue • Cloquet MN 55720

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REQUEST FOR COUNCIL ACTION

To: Mayor and City Council
From: Al Cottingham, City Planner/Zoning Administrator
Reviewed/Approved By: James Barclay, Interim City Administrator
Date: April 12, 2017

ITEM DESCRIPTION: Zoning Case 17-03: Site Plan for Commonwealth (White Pine Apartments) North of 950 14th Street

Proposed Action

The Planning Commission recommends the City Council move to adopt **RESOLUTION NO. 17-32, A RESOLUTION APPROVING THE SITE PLAN IN THE R3–MULTIPLE FAMILY RESIDENCE DISTRICT FOR COMMONWEALTH FOR WHITE PINE APARTMENTS.**

Background/Overview

Commonwealth has submitted a Site Plan application for White Pine Apartments. The site is located north of 950 14th Street.

The Site Plan is for White Pine Apartments containing 35 units with associated parking, landscaping, grading and drainage and the building location.

Site Plan

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

- Site Plan
- Grading and Drainage Plan
- Utility Plan
- Landscape Plan
- Lighting Plan
- Building Elevations

Stormwater Management: (Section 18.6)

The developer has also run a hydraulic model for storm water which has been reviewed by the City Engineer and meets requirements. The stormwater will discharge into a drainage swale in the right of way of 15th Street and work to the south towards a catch basin near the intersection of 15th Street and Wilson Avenue.

The Code requires private stormwater areas to meet the following requirements:

1. A permanent public easement shall be provided to the city for access for inspection and/or maintenance purposes. Cost incurred by the city for any maintenance of private systems will be billed and/or assessed to the owner/operator.
2. Recorded inspection and maintenance agreements that define inspection and maintenance responsibilities are required. A minimum annual inspection for private systems shall be required. These requirements are transferrable to any party that becomes the owner/operator of the site.

3. An inspection and maintenance plan shall be developed, approved and included as an attachment to the maintenance agreement. At a minimum, maintenance plans must include the following:
 - a. Responsible person(s) for completing inspections and conducting maintenance.
 - b. Frequency of inspections and maintenance.
 - c. Inspection checklist and type of maintenance anticipated.
4. If site configurations or structural stormwater BMPs change, causing decreased BMP effectiveness, new or improved structural stormwater BMPs must be implemented to meet the requirements of this section.
5. The property owner shall keep on file all structural stormwater BMP annual inspection and maintenance records for 5 years and submit to the City as requested.
6. The City shall require the submittal of a letter of credit or other financial security in a form acceptable to the city in the amount of \$5,000 to ensure the stormwater treatment systems are installed correctly and in accordance with this ordinance.

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

The zoning district allows the maximum building coverage to be 30% with a maximum impervious surface coverage of 70%. The impervious surface coverage for the building is approximately 29% and the total impervious surface coverage is approximately 67%.

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

The ordinance requires that the minimum front setback be 25 feet, the minimum side yard setback be 12% of lot frontage (18 feet) and the minimum rear yard setback be 20 feet. The proposed building location meets or exceeds these minimum requirements.

Landscaping: (Section 17.5.04 Subd. 5.)

The landscape plan shows 20 overstory plantings, 15 of which are existing trees to be saved, the site is required to have 20 overstory plantings in addition to understory trees and shrubs. The plan shows that the site will be irrigated.

Parking: (Section 17.5.11 Subd. 6.)

The site is required to have 70 parking spaces based on 2 parking stall per unit. The site plan shows 37 above ground parking spaces and 34 underground parking spaces for a total of 71 spaces. The plan shows parking for the existing Aspen Arms Apartments to be on part of this property and some of this parking to be on Aspen Arms Apartments property. Cross easement documents will need to be filed and recorded for this prior to a building permit being issued.

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

The trash storage area can either be inside the building or an exterior enclosure. The trash storage area will be inside an exterior enclosure.

Signage: (Section 17.5.13 Subd. 14.)

The plan shows a ground sign adjacent to 14th Street. The proposed ground sign is below the maximum size allowed.

Lighting: (Section 17.5.12 Subd. 5. B)

The applicant has provided a photometric plan along with detail sheets which display downward facing fixtures that emit footcandle readings that are compliant with City lighting standards.

Other Site Plan Items:

Pedestrian access to the site will be via a new sidewalk extending east from 14th Street. They are also showing a bike parking area, garden area and playground on the site.

Policy Objectives

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

Financial/Budget/Grant Considerations

The Site Plan fees were paid.

Advisory Committee/Commission Action

The Planning Commission has recommended approval of the Site Plan on a 7-0 vote.

Supporting Documents Attachments

- Resolution No. 17-32
- Location Map
- Engineer's Memo Dated April 3, 2017
- Site Plan Maps

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

RESOLUTION NO. 17-32

**A RESOLUTION APPROVING A SITE PLAN IN THE R3 – MULTIPLE-FAMILY RESIDENCE
DISTRICT FOR COMMONWEALTH FOR WHITE PINE APARTMENTS**

WHEREAS, Commonwealth is proposing a Site Plan in the R3 – Multiple-Family Residence District for White Pine Apartments; and

WHEREAS, the property of the proposed Site Plan is located north of 950 14th Street and is legally described as follows:

Lots 1 and 2, Block 1, except the north 21 feet of the west 135 feet of said Lots 1 and 2; and Lot 3, Block 1; and Lot 4, Block 1, except the east 50 feet of said Lot 4; and That part of the north half of vacated Dewey Avenue adjoining said Lot 1 through 4, Block 1, and lying between the easterly right of way line for 14th Street, as dedicated in the plat of A.J. White's Addition to the City of Cloquet, and the westerly right of way line for 15th Street, as dedicated in said plat; and Lot 3, Block 4; and the Northerly 32.68 feet of Lots 1 and 2, Block 4; and That part of the south half of vacated Dewey Avenue adjoining said Lot 1 through 4, Block 1, and lying between the easterly right of way line for 14th Street, as dedicated in the plat of A.J. White's Addition to the City of Cloquet, and the westerly right of way line for 15th Street, as dedicated in said plat; All in A.J. White's Addition to the City of Cloquet, Carlton County, Minnesota. And,

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

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF CLOQUET, MINNESOTA, that the Planning Commission recommends approval of Zoning Case 17-04 for a site plan for Commonwealth for White Pine Apartments subject to the following conditions:

1. The required easements, inspection and maintenance agreements, inspection and maintenance plan, financial guarantee and other items as required for the stormwater BMPs must be submitted before a building permit is issued.
2. Compliance with the Assistant City Engineer's Memo dated April 3, 2017.
3. Cross Easements documents for the parking and drives must be filed and recorded prior to the issuance of a building permit.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CLOQUET THIS 18TH DAY OF APRIL, 2017.

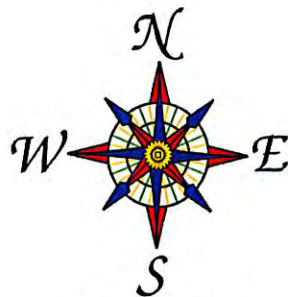
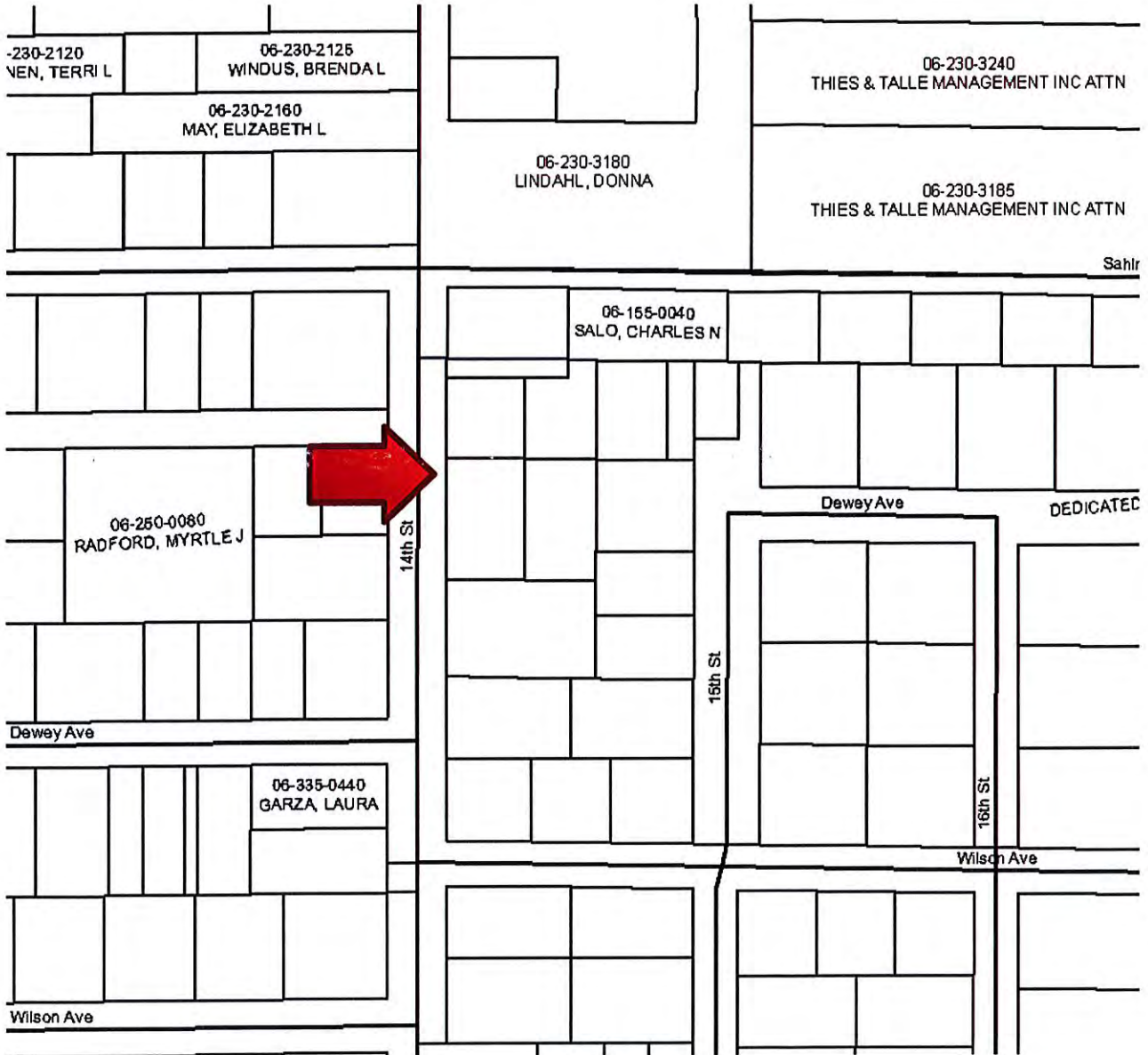
Dave Hallback, Mayor

ATTEST:

James Barclay, Interim City Administrator

LOCATION MAP

Commonwealth Development



No Scale



DEPARTMENT OF PUBLIC WORKS

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MEMO

To: Al Cottingham, City Planner
From: John Anderson, Assistant City Engineer
Date: April 3, 2017

SUBJECT: White Pine Apartment Plan Review 3

I have reviewed the site plans for the Proposed White Pine Apartments on 14th Street revision date 3/30/17, submitted by R.A. Smith National and drainage calculations prepared by R.A. Smith National dated 3/9/17. The comments with ~~strike through text~~ have been addressed. Some comments have been acknowledged by the engineer but remain as reminders.

Sheet C100 Erosion Control and Demolition Plan

1. There is a note that calls out protection of the existing trees along the north property line. There is a detail on sheet L200 to show the fence should protect the "Root Protection Zone" but this is not dimensioned and it appears there is grading and playground equipment placed within this zone.
2. ~~The legend contains a number of items that are not complete or contain "XXX" in place of the data such as ac. of disturbance, sheet numbers for details. Additionally there is not a detail sheet in the C series sheets in the plan set.~~
3. ~~There are a couple references to the City of New London in the Erosion control notes that should be changed to the City of Cloquet.~~
4. ~~There are WDNR specifications and standards referenced. Since we typically do not deal with these standards include copies of the references in the plan set.~~

Sheet C200 Dimensioned Site Plan

1. ~~The pedestrian ramps on the public sidewalk north and south of the driveway should be constructed to acceptable ADA compliant grades. No truncated domes should be installed as this is a driveway crossing and not a street crossing.~~
2. ~~Pavement and curb removal should extend north and south as far as sidewalk removal and replacement is shown along 14th Street.~~

Sheet C300 Grading Plan

1. ~~The transformer at the north east corner of the site is proposed to be placed in a depression that could fill with water if the storm sewer were blocked or frozen~~
2. The white pines along the north line that are shown to be saved have 1 to 1.5 feet of cut on the easterly end will they survive?
3. ~~Detail sheet C601 noted in Grading Note 8 not included in the plans.~~
4. An NPDES construction permit will be required from the MPCA.

5. A City grading permit and ROW occupation permit will be required for this work.
6. A \$5,000 bond is required along with the grading permit for the treatment system.
7. A maintenance agreement needs to be prepared and recorded stating the owner's operation and maintenance responsibilities related the storm water treatment BMPs. The maintenance agreement needs to include maintaining flow in the drainage swale along 15th street.

Sheet C400 Utility Plan

1. The sanitary sewer service elevation will not provide gravity service to floor drains in the lower level. A pump system will be needed to serve any drains in the lower level.
2. The new sanitary sewer service will be close to the elevation of the watermain. The bury depth may need to be reduced and the service pipe insulated. Offset in the watermain to provide vertical clearance is not acceptable. A minimum of 1.5 feet of vertical clearance should be maintained between the sanitary service and the watermain. At a minimum 1.0 foot of clearance between pipes needs to be provided. If less than 1.0 feet of clearance is provided the sanitary pipe material install shall be C-900 PVC.
- ~~3. The storm sewer outlet discharging from the 84" CMP storm treatment pipe appears to be only 2 feet below grade and may need to be protected from freezing.~~
- ~~4. The storm water treatment chambers should be accessible thru an inspection port located at either end not less than 4 inches in diameter.~~
5. The water service should be wet tapped on the watermain to eliminate the need to shut down the watermain. The water service pipe shall be disinfected, flushed and tested for bacteria and hydro statically tested to 200 PSI prior to proceeding with any further connections or extensions. All testing procedures shall follow specifications adopted by the City Engineers Association of Minnesota (CEAM).
- ~~6. The proposed location of the electric service appears to be in conflict with footing for the play equipment at the northeast corner of the site.~~
- ~~7. The City of Cloquet will not be responsible for any utility connections. General Utility Note 1. Needs to be revised to reflect it the contractor's responsibility to make all sewer and water connections in the street and restore the pavement.~~
8. A permit for sewer and water connection must be applied for with the City of Cloquet. All fees associated with sewer and water connections are payable along with this permit as well as WLSSD CAF fee collected for the sanitary sewer district along with this permit.
- ~~9. The existing storm sewer inlet that is in the east curb line of 14th Street and located in the driveway will require a flat drive over type casting to replace the existing inlet.~~
10. There appears to be an elevation conflict with the trench drain (inv. 1226.4) and the outlet storm pipe crossing to STO MH 210 (crossing inv +/- 1225.75, top 1226.45)

Stormwater Management Narrative

In general the design as it relates to the stormwater treatment is acceptable and meets the City's codes. The final calculations need to be reviewed before any construction may proceed.

Sheet EX200 15th Street ROW exhibit

In general the approach is acceptable with a few modifications.

1. A swale with an adequate crosssection and slope must be graded along the intended drainage route between the point of discharge (FES 250 & FES 450) and the point at which drainage is picked up to the south.
2. Storm sewer must be extended northerly from the public storm manhole (Rim 1224.00) to collect the south end of the drainage swale along 15th street right of way.
3. The property owner of the White Pines Apartment parcel is responsible for future maintenance of this swale and a maintenance agreement will need to be recorded against the property




COMMUNITY DEVELOPMENT DEPARTMENT

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REQUEST FOR COUNCIL ACTION

To: Mayor and City Council
From: Al Cottingham, City Planner/Zoning Administrator
Reviewed By: James Barclay, Interim City Administrator
Date: April 12, 2017



ITEM DESCRIPTION: Zoning Case 17-05: Zoning Ordinance Text Amendment Breweries, Taprooms, Brew Pubs and Micro-Distilleries

Proposed Action

The Planning Commission recommends the City Council move to adopt **ORDINANCE NO. 464A, AN ORDINANCE TO AMEND CHAPTER 17 OF THE MUNICIPAL CODE PERTAINING TO BREWERIES, TAPROOMS, BREW PUB AND MICRO-DISTILLERIES**; and to adopt **RESOLUTION NO. 17-33, A RESOLUTION AUTHORIZING PUBLICATION OF A SUMMARY OF ORDINANCE NO. 460A, AN ORDINANCE TO AMEND CHAPTER 17 OF THE MUNICIPAL CODE PERTAINING TO BREWERIES, TAPROOMS, BREW PUB AND MICRO-DISTILLERIES**.

Background/Overview

The City of Cloquet is proposing to amend the Section 17.1.05 Definitions; Section 17.6.11 RC – Regional Commercial; Section 17.6.12 HC – Historic Commercial; Section 17.6.13 CC – City Center; Section 17.6.14 LI – Light Industry; Section 17.6.15 HI – Heavy Industry; and, Section 17.6.16 OM – Office/Manufacturing District of the City Code (Zoning Ordinance).

The proposed amendment is to add the following definitions: Brewer, Brewery Taproom, Brew Pub, Cocktail Room and Micro-Distillery. The amendment also proposes to allow these different uses as permitted uses within the RC, HC, CC, LI, HI and OM Districts.

In December 2016, City Council amended the City Code to include these uses in Chapter 6.2 which pertains to Alcoholic Beverage Licensing. With these changes it was determined that the Zoning Ordinance should also be amended to include these uses.

A public hearing was held on Tuesday, April 11, 2017 to consider a possible amendment to Section 17. A legal notice was published in the Pine Journal on March 30, 2017. Property owners were **not** sent a Notice of the Hearing because this is a textual amendment.

Policy Objectives

As times change, amendments to the Ordinance are made to remain current with events.

To the Mayor and City Council
Ordinance Text Amendment, Breweries
April 12, 2017
Page 2

Financial/Budget/Grant Considerations

The Zoning Ordinance Text Amendment fee is \$300. These fees have been waived as the City is the applicant.

Advisory Committee/Commission Action

The Planning Commission discussed these particular uses and felt that they should be allowed in the Rd – Regional Commercial, HC – Historic Commercial, CC – City Center, LI – Light Industry, HI – Heavy Industry and the OM – Office/Manufacturing Districts.

The Planning Commission has recommended approval of the Zoning Ordinance Text Amendment on a 7–0 vote.

Supporting Documentation Attached

- Ordinance No. 464A
- Resolution No. 17-33

ORDINANCE NO. 464A

AN ORDINANCE TO AMEND CHAPTER 17 OF THE MUNICIPAL CODE PERTAINING TO BREWERIES, TAPROOMS, BREW PUB AND MICRO-DISTILLERIES

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

Section 1. **Section 17.1.05, Definitions** is amended to add:

Subd. 18.2 Brew Pub. Means a brewer who also holds one or more retail on-sale license(s) and who manufactures fewer than 3,500 barrels of malt liquor in a year, at any one licensed premises, the entire production of which is solely for consumption on tap on any licensed premises owned by the brewer, or for off-sale from those licensed premises as permitted in Minn. Stat. 340A.24.

Subd. 18.4 Brewer. Means a person who manufactures malt liquor for sale and who holds a Brewers License issued by the State of Minnesota.

Subd. 18.6 Brewery Taproom (also known as a microbrewery). Means a facility on the premises of or adjacent to the premises owned by a brewer, licensed under Minn. Stat. 340A.301, intended for the on-sale consumption and limited off-sale of beer produced on site by the brewer as authorized by Minn. Stat. 340A.26.

Subd. 22.2 Cocktail Room. Means a facility on or adjacent to the premises of a micro distillery licensed under Minn. Stat. 340A.22, which has been issued a cocktail room license for the on-sale of distilled liquor by the distiller for consumption on the premises of or adjacent to one distillery location by the distiller.

Subd. 82.2 Micro Distillery. Means a distillery operated within the State producing premium, distilled spirits in total quantity not to exceed 40,000 proof gallons in a calendar year and licensed under Minn. Stat. 340A.22.

Section 2. **Section 17.6.11 RC – Regional Commercial District, Subd. 2 Permitted Uses** is amended to add:

P. Brew Pub, Brewery Taproom, Cocktail Room and Micro-Distillery.

Section 3. **Section 17.6.12 HC – Historic Commercial District, Subd. 2 Permitted Uses** is amended to add:

I. Brew Pub, Brewery Taproom, Cocktail Room and Micro-Distillery.

Section 4. **Section 17.6.13 CC – City Center District, Subd. 2 Permitted Uses** is amended to add:

T. Brew Pub, Brewery Taproom, Cocktail Room and Micro-Distillery.

Section 5. **Section 17.6.14 LI – Light Industry District, Subd. 2 Permitted Uses** is amended to add:

D. Brew Pub, Brewery Taproom, Cocktail Room and Micro-Distillery.

Section 6. **Section 17.6.15 HI – Heavy Industry District, Subd 2 Permitted Uses** is amended to add:

B. Brew Pub, Brewery Taproom, Cocktail Room and Micro-Distillery.

Section 7. Section 17.6.16 OM – Office/Manufacturing District, Subd. 2 Permitted Uses is amended to add:

G. Brew Pub, Brewery Taproom, Cocktail Room and Micro-Distillery.

Section 8. Effective Date. This ordinance shall take effect and be in force from and after its passage and publication in accordance with law.

Passed this 18th day of April, 2017.

CITY OF CLOQUET

By: _____
Its Mayor

ATTEST:

By: _____
Its Interim City Administrator

Published this _____ day of _____, 2017

STATE OF MINNESOTA
COUNTY OF CARLTON
CITY OF CLOQUET

RESOLUTION NO. 17-33

**A RESOLUTION AUTHORIZING PUBLICATION OF A SUMMARY OF ORDINANCE
NO. 464A, AN ORDINANCE TO AMEND CHAPTER 17 OF THE MUNICIPAL CODE
PERTAINING TO BREWERIES, TAPROOMS, BREW PUB AND MICRO-
DISTILLERIES**

WHEREAS, The City Council of the City of Cloquet has duly adopted Ordinance No.464A, An Ordinance to amend Chapter 17 of the Municipal Code pertaining to Breweries, Taprooms, Brew Pub and Micro-Distilleries; and

WHEREAS, Minnesota Statutes 412.191 requires that ordinances shall be published at least once in the official newspaper; and

WHEREAS, The city council has determined that the cost of publishing an entire changes of the code as proposed to be adopted by the City Council would be extremely expensive given the size to be published; and

WHEREAS, Minnesota Statutes 412.191, Subd. 4, authorizes a municipality to publish only the title and a summary of lengthy ordinances which contain charts or maps if the City Council determines that such publications would clearly inform the public of the intent and effect of the ordinance; and

WHEREAS, It is the intent of the City Council to act in accordance with all local, state, and federal laws, to inform the public of changes in municipal laws, and to remain responsible financially with public funds.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF CLOQUET, MINNESOTA, Hereby authorizes the publication of a summary Ordinance No. 464A; and

BE IT FURTHER RESOLVED, That a copy of Ordinance No. 464A shall be available for public viewing online at www.ci.cloquet.mn.us, at City Hall and at the Cloquet Public Library for a period of not less than thirty (30) days from the date of publication; and

BE IT FINALLY RESOLVED, That the summary published in the official newspaper shall be in the following form:

SUMMARY DESCRIPTION

NOTICE OF SUMMARY
PUBLICATION OF ORDINANCES

On April 18, 2017, at its regular meeting, the Cloquet City Council adopted Ordinance No. 464A, a two page ordinance which defines Breweries, Taprooms, Brew Pubs and Micro-Distilleries and where they can be located within the City of Cloquet. That a copy of Ordinance No. 464A shall be available for public viewing online at www.ci.cloquet.mn.us, at City Hall and at the Cloquet Public Library for a period of not less than thirty (30) days from the date of publication. The full ordinance is available to the public for inspection online at www.ci.cloquet.mn.us, or during regular office hours at the Cloquet Public Library of at Cloquet City Hall.

The specific title of the ordinance is “AN ORDINANCE TO AMEND CHAPTER 17 OF THE MUNICIPAL CODE PERTAINING TO BREWERIES, TAPROOMS, BREW PUB AND MICRO-DISTILLERIES”.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CLOQUET THIS 18TH DAY OF APRIL, 2017.

By: _____
Dave Hallback, Mayor

ATTEST:


By: _____
James Barclay, Interim City Administrator



Community Development Department
1307 Cloquet Avenue • Cloquet MN 55720
Phone: 218-879-2507 • Fax: 218-879-6555
www.ci.cloquet.mn.us

REQUEST FOR COUNCIL ACTION

To: Mayor and Cloquet City Council
From: Holly Hansen, Community Development Director
Reviewed By: James Barclay, Interim City Administrator
Date: April 6, 2017



ITEM DESCRIPTION: Authorizing the Charge-Off of a Loan with Cloquet Home Center

Proposed Action

Staff recommends the City Council move to adopt **RESOLUTION NO. 17-21 AUTHORIZING THE CHARGE-OFF OF A LOAN WITH THE CLOQUET HOME CENTER** in the amount of \$31,273.25.

Background/Overview

On October 24, 2008, the Cloquet Home Center purchased two lots in the Cloquet Business Park and constructed principal and accessory buildings at 500 Commerce Way. The Cloquet EDA/City made a loan to the Cloquet Home Center in the amount of \$50,000 (6% loan for a term of 20 years) from Fund 203 to go towards construction related expenses. The original loan package for the business was as follows:

CLOQUET HOME CENTER LOAN 2008	
Woodlands National Bank	\$207,000
SBA	\$200,000
Cloquet EDA/City of Cloquet	\$ 50,000
Carlton County EDA	\$ 50,000
Owner Equity	\$152,500
TOTAL	\$659,500

Due to ongoing business operation challenges, the business closed in April of 2016. The property was not foreclosed on but listed for sale. When a purchase agreement was made for the property in January 2017, it was a bank short sale situation. Staff was notified by the City Attorney prior to the scheduled January 25, 2017 property closing that the short sale offer had been made by Best Oil, a long standing Cloquet company. The offer included the retention of 15 local jobs as the site would offer integration of expanded trucking options for Best Oil. The City Attorney indicated that the City would need to release its loan/property lien to accommodate the short sale permitting closing to proceed. Staff and the City Attorney engaged in discussions with the Carlton County EDA concerning short fall of remaining proceeds (\$16,000) to cover outstanding loan debt by the business (\$39,000+ owed to Cloquet, \$40,000+ owed to Carlton County). The City and County agreed to split the sale proceeds providing a short fall for each. Woodlands National Bank also took a loss of \$50,000 on a line of credit that had not been paid. To accommodate the property closing, the Mayor and City Administrator signed off on the lien release allowing the property closing to proceed. Best Oil closed on the property and the City received

To Mayor and Council
Cloquet Home Center Loan Charge Off
April 12, 2017
Page 2

a check in February 2017 for \$7,922.48 which was applied to the \$39,225.85 outstanding Cloquet Home Center loan. The remaining uncollectable city loan dollars total \$31,273.25. At this time the business has closed, the property has been sold and there are no further legal mechanisms available to pursue repayment of the outstanding balance to the City. The Council is asked to approve the formal loss of \$31,273.25 in loan funding from Loan Fund 203 (Charge-Off) and to remove this outstanding balance from the City's financial books.

Policy Objectives

As a standalone EDA, the Cloquet EDA governs both EDA and City business loan funds and must comply with accurate auditing financial standards. In this circumstance, the course of action to be taken by the City Council is a charge-off of these outstanding loan dollars.

Financial/Budget/Grant Considerations

The financial impact is the charge off of \$31,273.25 in City loan funds that are not legally collectable in any manner.

Advisory Committee/Commission Action

The Cloquet Economic Development Authority recommended approval to the Council at their April 5, 2017 meeting.

During the February EDA meeting Commissioner Schultz expressed concern and requested that next time a situation like this occur (first in Cloquet's history), instead of being concerned about delaying a scheduled property closing for which the City was brought into at the last minute, the Cloquet EDA meet and formally request the Bank and SBA remove their penalty and interest accumulations (which staff had requested of them but they were unwilling) to make the City and County more whole in their outstanding loan balances. The bank would not do so as they also had \$50,000 in an unpaid line of credit. The accumulated penalties and interest on both the bank and SBA loans totalled approximately \$26,000 (\$14,000 bank, \$12,000 SBA)

Supporting Documentation Attached

- Resolution No. 17-21

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

**RESOLUTION NO. 17-21 AUTHORIZING THE CHARGE-OFF OF
A LOAN WITH THE CLOQUET HOME CENTER**

WHEREAS, the City of Cloquet ("City") has previously provided a loan the Cloquet Home center in the amount of **\$50,000** (10-24-08) from its Economic Development Loan Fund #203; and

WHEREAS, the Cloquet Home Center has subsequently closed operations and was able to reimburse the City only **\$7,952.60** (1-25-17 loan closing on building, check received by City in February) and is unable to repay the outstanding unpaid principal balance of **\$31,273.25**; and

WHEREAS, City staff with the council of the City Attorney Office has determined through a rigorous collection effort that this loan is uncollectable, and

WHEREAS, City staff recommends that the loan be charged-off in the amount listed above together with interest.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF CLOQUET, MINNESOTA: the City Council hereby takes the following action:

That the write off of the Loan as being uncollectible is in the public's interest, does not constitute gifts, and is in conformity with generally accepted accounting procedures for the maintenance of accounts concerned with defaulted, uncollectible and foreclosed loans.

The City staff is authorized and directed to effect the charge off of the Loan.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CLOQUET THIS 18TH DAY OF APRIL, 2017.

Dave Hallback, Mayor

ATTEST:

James Barclay, Interim City Administrator



DEPARTMENT OF PUBLIC WORKS

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REQUEST FOR COUNCIL ACTION

To: Mayor and City Council
From: Caleb Peterson, Public Works Director
Reviewed by: James Barclay, Interim City Administrator
Date: April 18, 2017

ITEM DESCRIPTION: Set Public Hearing date on Proposed Final Assessments for the 2016 Improvement of Carl Street

Proposed Action

Staff recommends the City Council move to adopt **RESOLUTION NO. 17-35, RESOLUTION TO SET HEARING DATE ON PROPOSED FINAL ASSESSMENTS FOR THE IMPROVEMENT OF CARL STREET FROM SOUTH HIGHWAY 33 FRONTAGE ROAD TO WALTER AVENUE.**

Background/Overview/Feasibility

On August 21, 2015, the City Administrator's Office received a petition signed by four of seven property owners along Carl Street requesting a bituminous overlay of their block from the South Hwy 33 Frontage Road, west to Walter Avenue. A feasibility study was completed for the proposed improvement and a public hearing was held on March 2, 2016. Following the hearing, Council directed staff to prepare plans and specifications for bid as part of the previously approved Frontage Road improvements. A contract for the project was awarded on May 17, 2016 and construction was completed during the summer of 2016.

A proposed final assessment roll has been prepared and in accordance with MN Statutes Chapter 429, the City Council is required to schedule a Hearing on the Proposed Assessment, at which time property owners affected by the improvement will be given an opportunity to express concerns with reference to the final assessment. The hearing is proposed to be held on May 16, 2017 in order to provide a minimum of 3 weeks' notice to those property owners who may wish to attend.

Policy Objectives

To adopt a final assessment roll for the completed improvement in accordance with current City Code but prior to approval, affected property owners shall be provided an opportunity to make comments in reference to the proposed assessment in accordance with State Statutes.

Financial/Budget/Grant Considerations

The total cost of the improvement was \$13,400, approximately 50% below the engineers estimate used to prepare the preliminary assessment estimates. Assessments levied are used to reimburse the funds from which the project expense was incurred over a period of years as set by the Council following the Hearing.

Advisory Committee/Commission Action

N/A

Supporting Documentation Attached

- Resolution No. 17-35

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

RESOLUTION NO. 17- 35

**RESOLUTION TO SET HEARING DATE ON PROPOSED FINAL ASSESSMENTS
FOR THE IMPROVEMENT OF CARL STREET FROM SOUTH HIGHWAY 33
FRONTAGE ROAD TO WALTER AVENUE.**

WHEREAS, The City received a petition signed by four of seven property owners along Carl Street requesting a bituminous overlay of their block between the South Highway 33 Frontage Road and Walter Avenue; and

WHEREAS, The Cloquet City Council on March 2, 2016, held a public hearing to consider the improvement; and

WHEREAS, A contract has been let for Improvement No. 1052, the improvement of Carl Street between South Highway 33 Frontage Road and Walter Avenue by Northland Constructors and the contract price for such improvement was \$13,430.56.

WHEREAS, Said improvement was subsequently ordered and completed.

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

1. A hearing shall be held on May 16, 2017 in the City Council Chambers at 7:00 p.m. to pass upon such proposed assessments and at such time and place all persons owning property affected by such improvement will be given an opportunity to be heard with reference to such assessment.
2. The City Administrator is hereby directed to cause a notice of the hearing on the proposed assessment to be published once in the official newspaper at least two weeks prior to the hearing, and he shall state in the notice the total cost of the improvement. He shall also cause mailed notice to be given to the owner of each parcel described in the assessment roll not less than three weeks prior to the hearing.
2. The City Administrator, with the assistance of the City Engineer, shall forthwith calculate the proper amount to be specially assessed for such improvement against every assessable lot, piece or parcel of land within the district affected, without regard to cash valuation, as provided by law, and he shall file a copy of such proposed assessment in his office for public inspection.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CLOQUET THIS 18th
DAY OF APRIL, 2017.**

Dave Hallback, Mayor

ATTEST:

James Barclay, Interim City Administrator



DEPARTMENT OF PUBLIC WORKS

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

REQUEST FOR COUNCIL ACTION

To: City Council
From: John Anderson, Assistant City Engineer
Reviewed By: James Barclay, Interim City Administrator
Date: April 18, 2017

ITEM DESCRIPTION: Award City-Wide Mowing Proposal from Blotti Contracting

Proposed Action

Staff recommends that the City Council move to adopt RESOLUTION NO. 17-36, A RESOLUTION AWARDED CITYWIDE MOWING CONTRACT TO BLOTTI CONTRACTING.

Background/Overview

The City Council has expressed an interest in stepping up the ditch maintenance along TH33 to improve the image as you travel through the city. Additionally, there was interest in gaining some economies of scale by wrapping the annual citywide mowing into the same contract.

The Request for Proposals was advertised and proposals were opened on Thursday, March 23, 2017. Two proposals were received with Blotti Contracting being the low annual cost of \$13,515.50. The Request for Proposals also included that contractors provide three references for similar contracts in the area. Blotti Contracting provided references of Duluth Public Schools, City of Duluth and Pleasant View Manufactured Home Park. The bids received were as follows:

Table with 4 columns: Bidder, Base Annual Cost, Alternate A Annual Cost, Total Annual Cost. Rows include Blotti Contracting and The Smith Company.

The proposal covers a single annual shoulder mowing on a number of the rural roads under the City's jurisdiction. Also included in the proposal is mowing along TH33, some of which includes the entire right of way and some is shoulder mowing. It is anticipated that most of the areas along TH33 will be mowed 4 times over the course of the summer. The details of the areas are shown in the attached exhibits. Staff recommends awarding the contract to Blotti Contracting to include the base bid and alternate A for an estimated annual cost of \$13,515.50. This is listed as an estimated amount because the number of mowings along TH33 may go up or down depending on the weather and mowing conditions. The contract allows for staff to determine the mowing needs and request the contractor to mow as needed.

Policy Objectives

N/A

Financial/Budget/Grant Considerations

The City's annual budget for mowing is 28,000. The City spent \$8,165.00 on rural shoulder mowing in 2016.

Advisory Committee/Commission Action

N/A

Supporting Documentation Attached

- Resolution No. 17-36
- Location Map
- Proposal Tabulation

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

RESOLUTION NO. 17-36

**A RESOLUTION AWARDDING CITYWIDE MOWING CONTRACT
TO BLOTTI CONTRACTING**

WHEREAS, The City is responsible for maintenance on certain road within the City of Cloquet; and

WHEREAS, The City Council wishes to project a good image to the traveling public of a neat and well-kept city along Trunk Highway 33; and

WHEREAS, The City of Cloquet advertised and received the following proposals for the project:

Bidder	Base Annual Cost	Alternate A Annual Cost	Total Annual Cost
Blotti Contracting	\$ 11,634.50	\$ 1,881.00	\$ 13,515.50
The Smith Company	\$ 17,064.71	\$ 4,000.04	\$ 21,064.75

AND WHEREAS, The apparent low bid from Blotti Contracting, Inc. was found to meet the minimum bid requirements.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF CLOQUET, MINNESOTA, That the bid from Blotti Contracting in the amount of \$13,515.50 is hereby accepted.

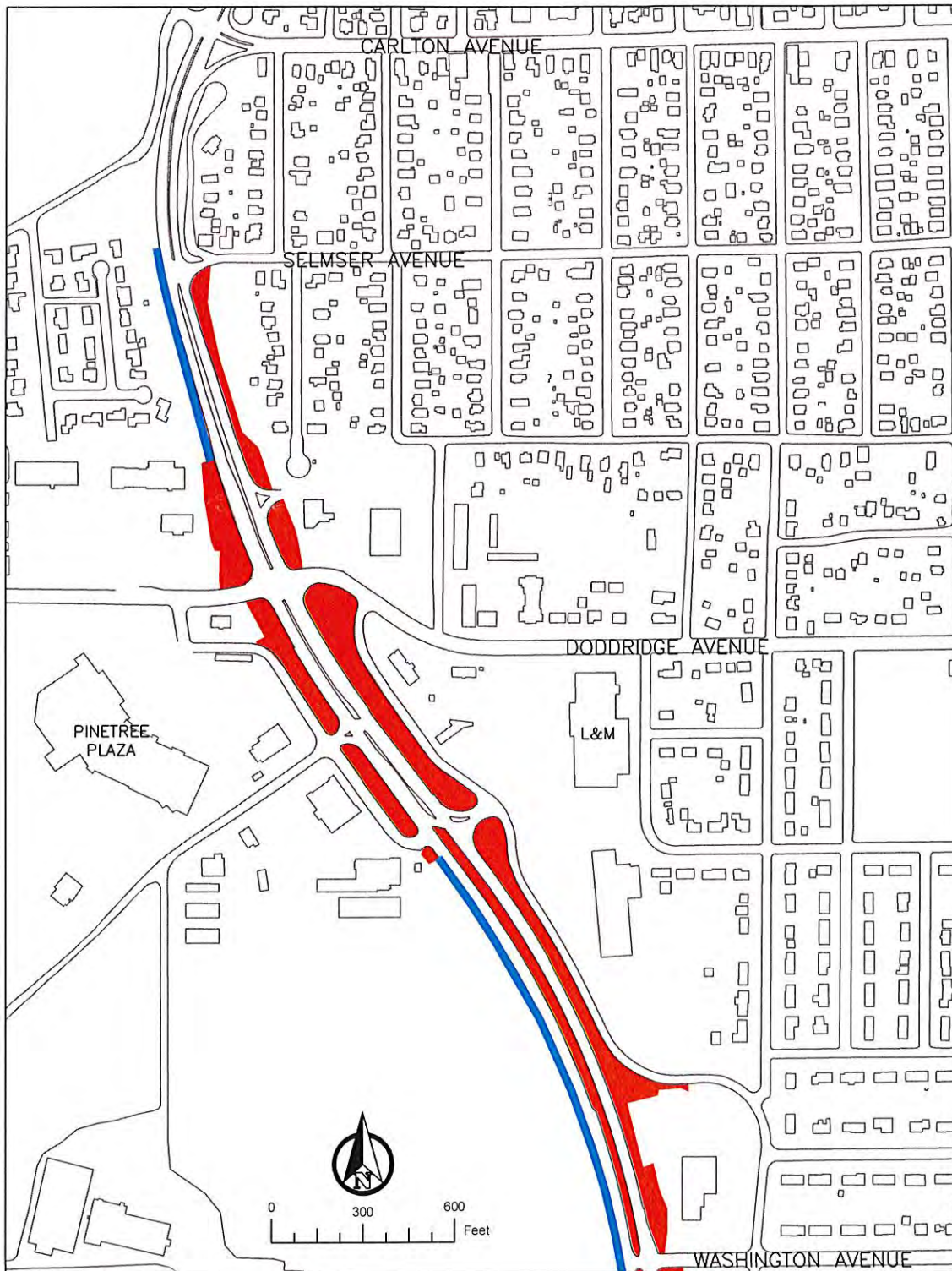
PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CLOQUET THIS 18th DAY OF APRIL, 2017.

Dave Hallback, Mayor

ATTEST:

James Barclay, Interim City Administrator

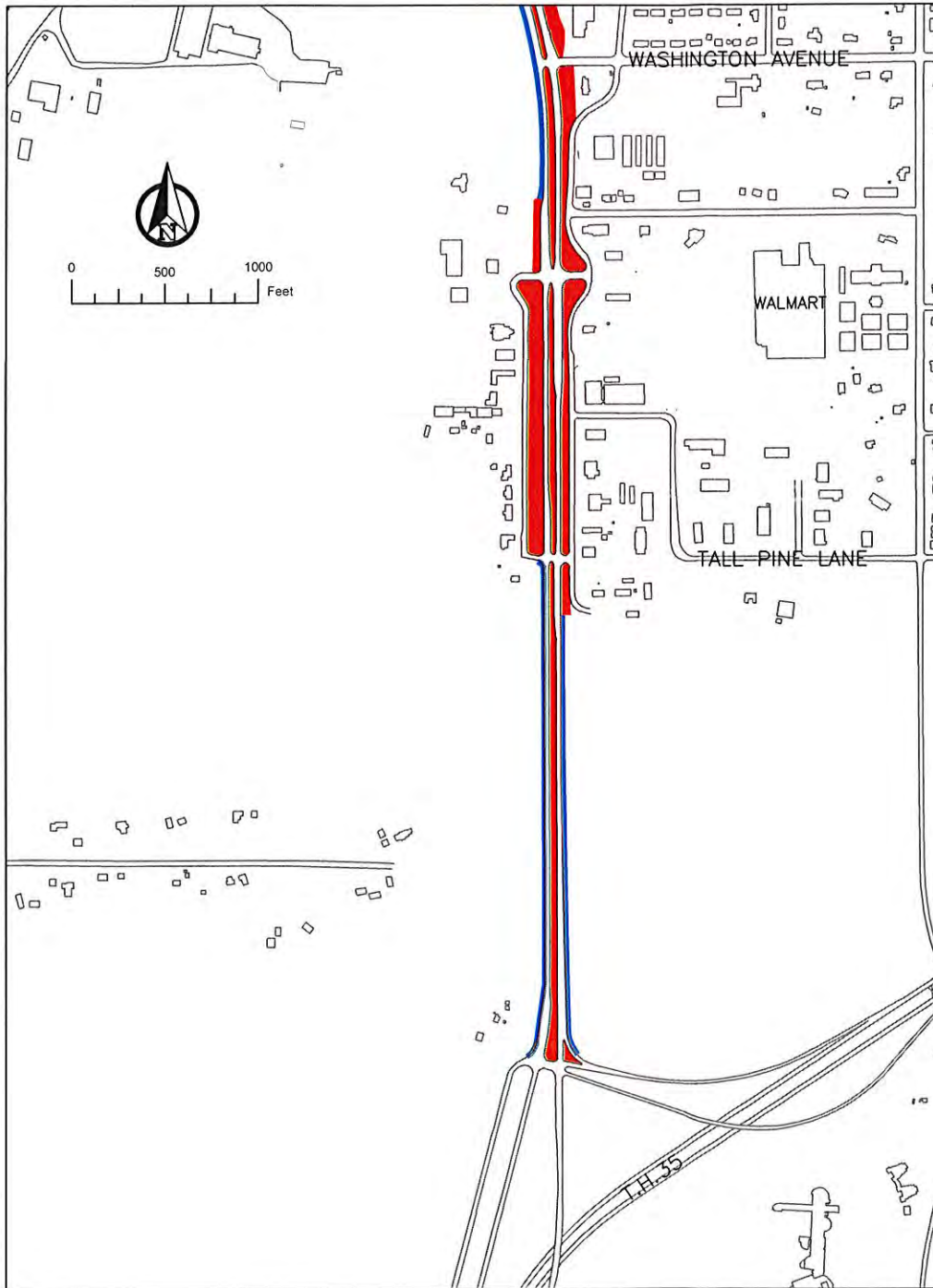
HIGHWAY 33 MOWING – BASE BID



- TH33 RIGHT OF WAY MOWING** – 7.53 acres
- TH33 10' SHOULDER MOWING** – 0.35 miles



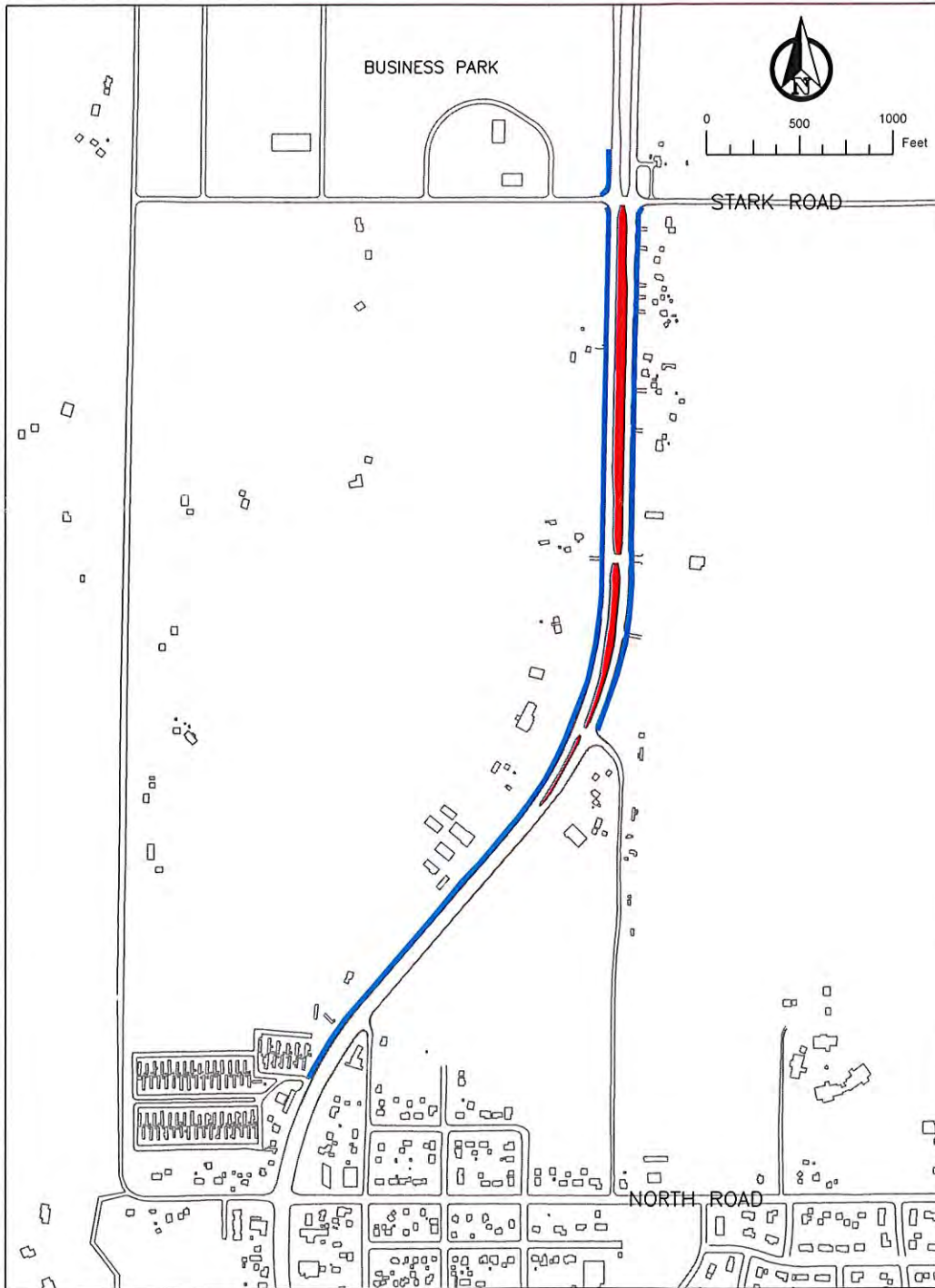
HIGHWAY 33 MOWING - BASE BID



TH 33 RIGHT OF WAY MOWING	- 10.59 acres
TH33 10' SHOULDER MOWING	- 1.15 miles



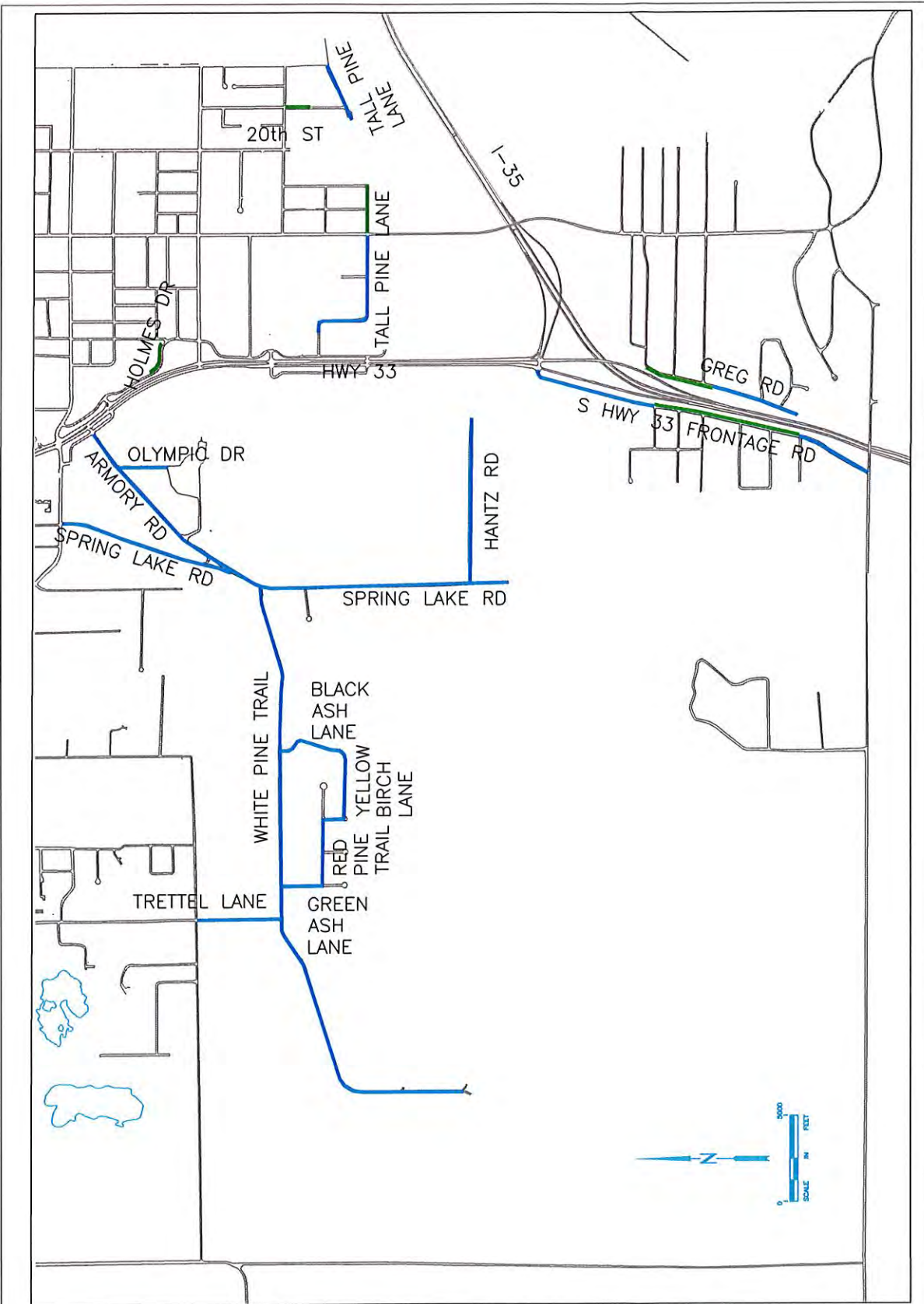
HIGHWAY 33 MOWING – ALTERNATE



TH 33 RIGHT OF WAY MOWING – 2.60 acres

TH33 10' SHOULDER MOWING – 1.50 miles



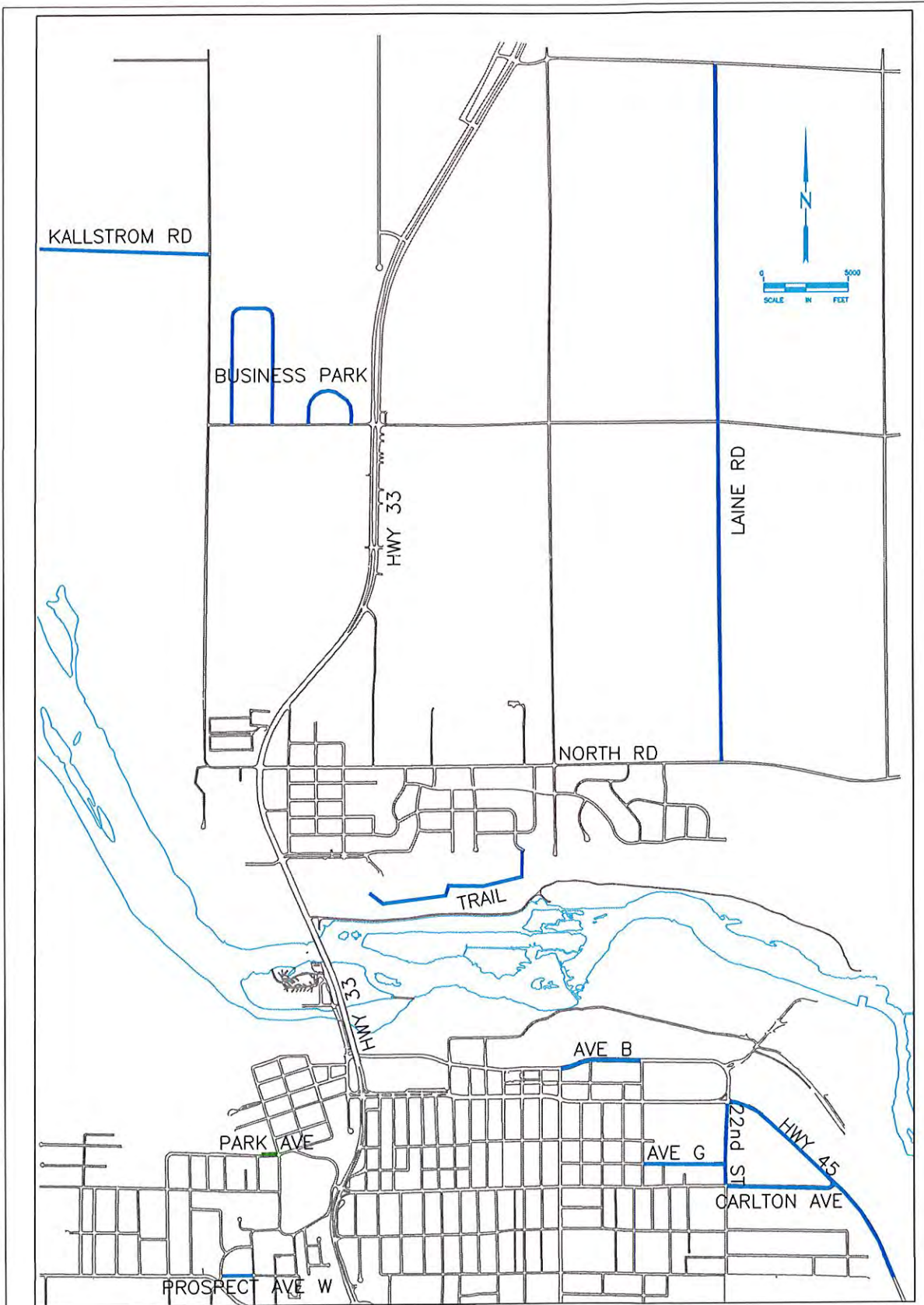


CITY MOWING – BASE BID

6' SHOULDER MOWING (BOTH SIDES) – 12.58 miles

6' SHOULDER MOWING (ONE SIDE) – 0.54 miles



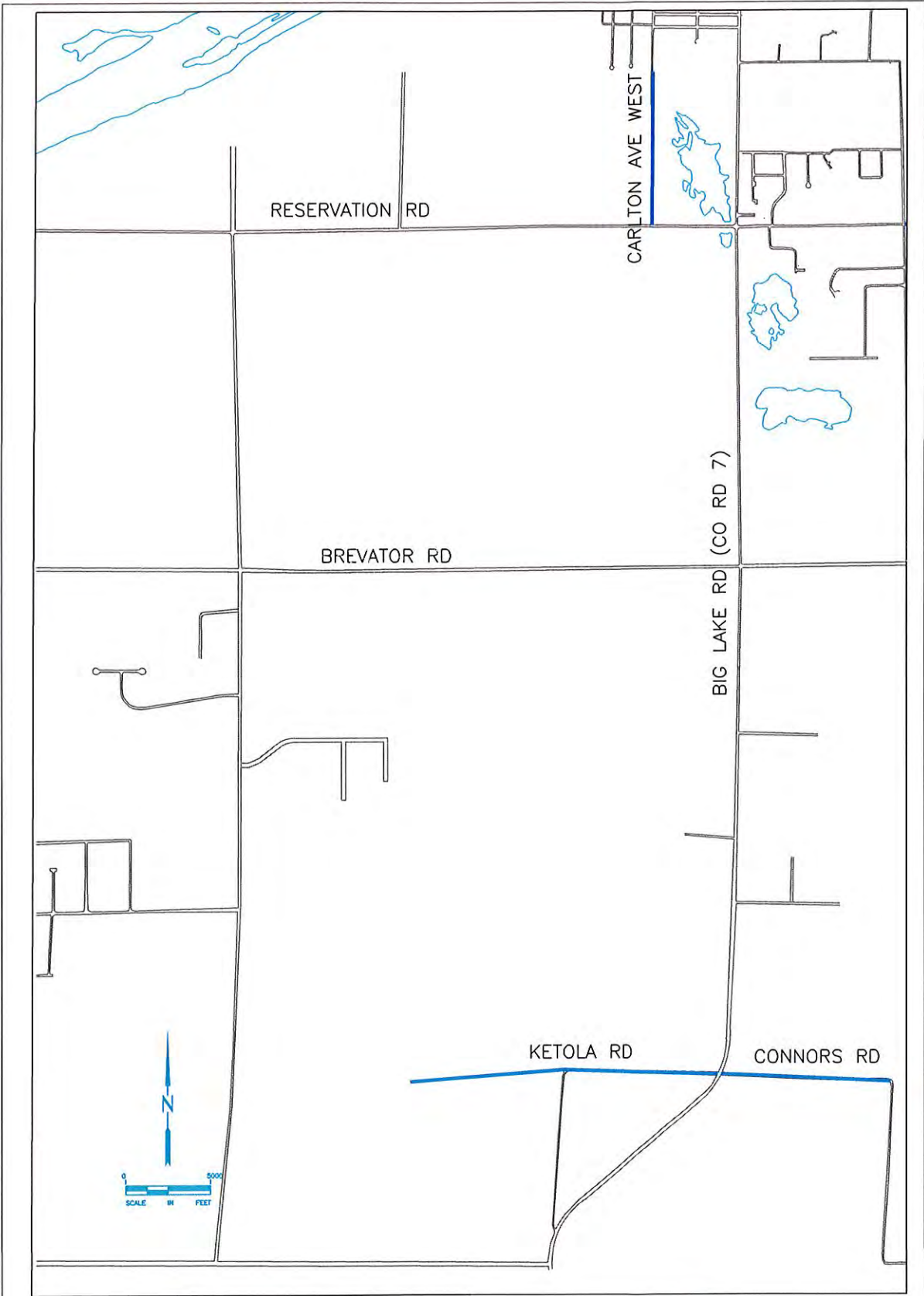


CITY MOWING – BASE BID

6' SHOULDER MOWING (BOTH SIDES) – 11.98 miles

6' SHOULDER MOWING (ONE SIDE) – 0.05 miles





CITY MOWING – BASE BID

6' SHOULDER MOWING (BOTH SIDES) – 3.75 miles



CITYWIDE MOWING

PROPOSAL TABULATION SUMMARY

City of Cloquet, Minnesota

Bidder

Blotti Contracting
The Smith Company

Base

\$ 4,057.40
\$ 7,491.23

Alternate A

\$470.25
\$1,000.01

Total Annual

\$13,515.50
\$21,064.75

Cloquet City Project No. N/A
Proposal Tabulation

BID LETTING DATE: Thursday March 23, 2017

RECOMMEND AWARD TO: Blotti Contracting
9426 Grand Ave.
Duluth, MN 55720

Blotti Contracting

The Smith Company

<u>BASE - CONTRACT ITEM</u>	<u>MOWINGS</u>			<u>UNIT</u>			<u>UNIT</u>		
	<u>PER YEAR</u>	<u>UNIT</u>	<u>QUANT.</u>	<u>BID</u>	<u>AMOUNT</u>	<u>ANNUAL COST</u>	<u>BID</u>	<u>AMOUNT</u>	<u>ANNUAL COST</u>
RIGHT OF WAY MOWING (red)[sheets 1 & 2]	4.00	ACRE	18.12	\$135.00	\$2,446.20	\$9,784.80	\$143.00	\$2,591.16	\$10,364.64
SHOULDER MOWING (one side, Red)(10' Wide) [sheets 1 & 2]	4.00	MILE	1.50	\$53.00	\$79.50	\$318.00	\$400.00	\$600.00	\$2,400.00
SHOULDER MOWING (both sides, Blue) (6' wide) [sheets 4, 5, & 6]	1.00	MILE	28.31	\$53.00	\$1,500.43	\$1,500.43	\$148.36	\$4,200.07	\$4,200.07
SHOULDER MOWING (one side, Green) (6' wide) [sheets 4 & 5]	1.00	MILE	0.59	\$53.00	\$31.27	\$31.27	\$169.49	\$100.00	\$100.00
					\$4,057.40	\$11,634.50		\$7,491.23	\$17,064.71
<u>ALTERNATE A - CONTRACT ITEM</u>		<u>UNIT</u>	<u>QUANT.</u>	<u>UNIT BID</u>	<u>AMOUNT</u>		<u>UNIT BID</u>	<u>AMOUNT</u>	
RIGHT OF WAY MOWING (Blue)[Sheet 3]	4.00	ACRE	2.60	\$135.00	\$351.00	\$1,404.00	\$153.85	\$400.01	\$1,600.04
SHOULDER MOWING (red) [sheet 3]	4.00	MILE	1.50	\$79.50	\$119.25	\$477.00	\$400.00	\$600.00	\$2,400.00
					\$470.25	\$1,881.00		\$1,000.01	\$4,000.04
					Total Annual Cost	\$13,515.50		\$21,064.75	



DEPARTMENT OF PUBLIC WORKS

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REQUEST FOR COUNCIL ACTION

To: City Council
From: Caleb Peterson, Assistant Engineer
Reviewed By: James Barclay, Interim City Administrator
Date: April 18, 2017

ITEM DESCRIPTION: Purchase of Hockey Boards for Sunnyside Park

Proposed Action

Staff recommends that the City Council move to authorize the purchase of a ProWall ICE Rink System from Sport Resource Group in the amount of \$28,830.

Background

As part of the approved 2017 Budget, the hockey boards at Sunnyside Park are scheduled for replacement in 2017. As with the recently replaced boards at Pinehurst Park, two surface mounted board systems were identified as possible options.

The first, a stand-alone rink made of molded polyethylene, is manufactured by Sport Resource Group. Called the ProWall ICE Rink System, these boards are identical to the system purchased and installed at Pinehurst Park. The second option is a more traditional galvanized steel frame with fiberglass dasher boards supplied by Becker Area Products. Both systems are free standing and intended to be frozen in place rather than anchored.

Quotes were received from each company as follows:

SRG – ProWall ICE System	\$28,830.00
Becker Products – Steel Frame Dasher System	\$44,004.67

Public Works Staff has provided very positive reviews of the ProWall System installed at Pinehurst. Over two seasons, the boards have proven to be durable and low maintenance. The primary benefit of this system is ease of installation and teardown. The traditional wooden boards require 2-3 days for seasonal set up and tear down while the resin boards can be placed or removed in less than 4 hours. Feedback from users has also been very positive.

It should be noted the proposed boards are slightly smaller than the existing system located at Sunnyside Park. The size of the proposed rink is identical to that of Pinehurst which was one of our more heavily used rinks in 2017. If approved, Public Works staff would prep/grade a new surface for the revised rink footprint over the summer months.

Policy Objectives

N/A

To Mayor and Council
Purchase of Hockey Boards
April 18, 2017
Page 2

Financial/Budget/Grant Considerations

\$30,000 was included in the 2017 budget for this purchase from the Public Works Reserve Fund.

Advisory Committee/Commission Action

The Park Commission recommended approval of the proposed purchase at the time of their annual budget review.

Supporting Documents Attached

- Quotations

February 8, 2017

Quotation

Les Peterson
 City of Cloquet
 410 Armory Road
 Cloquet, MN

Phone: (218) 879-7762
 Email: LPeterson@ci.cloquet.mn.us

Dear Les,

Thank you for your interest in Sport Resource Group and for the opportunity to submit a quote for your **ProWall ICE® Rink System**. The rink is proposed to be **one stand-alone rink**, measuring 124'-0" x 74'-0" (inside playing dimensions). This project is to be an **outdoor rink with portable anchoring** and will be used for ice hockey and more.

PROWALL PRODUCT

- All panels are 42" high and 8" wide. (Due to minimal expansion and contraction of medium density polyethylene, all sizes are approximate) + 1/2" "kickplate".
- All panels are rotationally molded of UV stabilized SURPASS polyethylene – **Natural Color unless specified below**
- All panels are securely joined with our patented "No Tool" assembly

ITEM 1 – 124'-0" X 74'-0" RINK MATERIALS INCLUDED:

- 23 each 8' Straight Panels
- 20 each 2' Portable Bracing Panels
- 16 each 20' Radius Corner Panels (4 per corner)
- 98 linear feet of 78" high mesh netting above one (1) end for 120" total height. Includes all steel posts, hardware, screws, netting clips and netting
- Includes one 12 ft opening on one sideline with no filler panels to fill in this gap

STAND-ALONE SYSTEM TO SUPPLY ONLY	\$ 28,380.00 US FUNDS
FREIGHT	\$ 450.00 US FUNDS
TOTAL	\$ 28,830.00 US FUNDS + TAX

Accept Decline

Notes:

- Price above is supply only; installation NOT included
- All concrete or asphalt work to be done by others (if applicable)

ITEMS NOT INCLUDED IN BASE BID

- 8' Gate/Door Panels (Door panels include a 36" door)
- Unloading of truck
- Permit fees (if applicable)
- All taxes
- Installation or supervision of installation

952 200 3850



Your Resource For Sports

FOB Point: Benson, MN

Lead time 5-6 weeks + shipping

Delivery: desired delivery date _____

Payment Terms: _____ 50% Down Payment; 50% Prior To Shipping

 _____ Full prepayment; deduct 2.5% from total

Shipping Address: _____

Company/Organization Name: _____

Sincerely,

Chris Guertin

**Chris Guertin
President
Sport Resource Group**

Agreed to and Accepted:

_____ Sign Name

_____ Print Name



Customer #: 7978

Quotation #: 10001829

Revision #:

Date: April 3, 2017

Proposal Expiration Date: June 5, 2017

Your Sales Consultant: Brad Peterson

Prepared For:

Mr. Les Peterson

City of Cloquet

1307 Cloquet Avenue

Cloquet, MN 55720

Project Location:

City of Cloquet

Cloquet, Minnesota

Thank you for considering Becker Arena Products, Inc., we appreciate the opportunity...

Benefits of Choosing to Partner with Becker Arena Products

- A stable and reliable company since 1988
- A staff with in-depth knowledge of the industry and products
- Quality products that last
- Experienced and professional installers
- Excellent customer service
- Worry Free Projects - Guaranteed

This system is available through the NJPA Cooperative Purchasing Program at discounted pricing. [BECKER ARENA PRODUCTS, INC – VENDOR CONTRACT #022113 – BAP](#)

The National Joint Powers Alliance (NJPA) is a municipal contracting government agency that serves education and government agencies nationally through competitively bid and awarded contract purchasing solutions. Over 47,000 Member agencies enjoy the value and commitment of the world-class NJPA awarded Vendors. Take advantage of the cooperative purchasing discounts shown here in this quotation mentioning our contract #022113-BAP when ordering. You must be a member and contracting authority. Ask your sales person for a copy of the NJPA Contract Purchasing information booklet or go to www.njpacoop.org for more information.

Confidential: This document contains proprietary and confidential information that is owned and is of significant value to Becker Arena Products, Inc. No unauthorized use, disclosure or reproduction of any of this information is permitted without the prior written consent of Becker Arena Products, Inc.



Per your recent request, below please find pricing for the following dasher board system.

BAP5.0 SIGNATURE SERIES DASHER BOARD SYSTEM

DASHER WALL FRAMING & CAP RAIL & KICK PLATE

- 360 lineal feet of BAP5.0 *Signature Series* galvanized 5" formed steel frame dasher boards
- Rink Size: 125' x 75' x 20' radius corners
- White powder coated 14 gauge steel facing
- 1/4" x 8" high white high-impact fiberglass kick plate
- 3/4" white UV stabilized high-density polyethylene cap rail
- All panels pre-assembled
- Supports with freeze in foot plate anchoring dasher system

GATES

One each 8' opening (Section without dasher panel)

PLAYER & PENALTY BOXES

Not included in this pricing

PUCK CONTROL FENCING

103 lineal feet on one end and adjacent radius corners of 4' high x 9 gauge galvanized steel chain link fencing with all vertical supports (Secured through the cap rail and to the dasher panel) and horizontal support rails (2 rows), two termination pads and all hardware required for installation.

INSTALLATION

See options listed below

WARRANTY

Becker Arena Products, Inc. will supply the above dasher board system with a **three year** warranty when purchased through the NJPA. (Standard warranty is one year) See attached warranty statement.

TOTAL PRICE DELIVERED ONLY **\$ 46,320.71**

<u>NJPA – NATIONAL JOINT POWERS ALLIANCE PURCHASING PROGRAM DISCOUNT</u>	
BECKER ARENA PRODUCTS, INC – VENDOR CONTRACT #022113 - BAP	
NJPA BASE PRICE DISCOUNT – 5%	[\$ 2,316.04]
BASE PRICE WITH NJPA DISCOUNT (5%)	\$ 44,004.67*
	Accept _____

*Product contract pending approval from NJPA



OPTIONS

OPTION #1 - SUPERVISION OF INSTALLATION: Becker Arena Products, Inc. will furnish a supervisor for the complete installation of the dasher system. Price includes supervision labor (**Non-union labor / Non prevailing wage rate**) and all mobilization. The supervisor is furnished for four consecutive days at 9 hours per day. Customer to furnish a crew of four for the duration – approximately 140 hours of labor.

TOTAL PRICE SUPERVISION **\$ 3,650.00**

NJPA – NATIONAL JOINT POWERS ALLIANCE PURCHASING PROGRAM DISCOUNTS

BECKER ARENA PRODUCTS, INC – VENDOR CONTRACT #022113 - BAP

NJPA BASE PRICE DISCOUNT – 5% **[\$ 182.50]**

BASE PRICE WITH 5% NJPA DISCOUNT **\$ 3,467.50***

Accept _____

*Product contract pending approval from NJPA

OPTION #2 - COMPLETE INSTALLATION: Becker Arena Products, Inc. will furnish a crew for the complete installation of the dasher system and chain link fencing. Price includes installation labor (**Non-union labor / Non prevailing wage rate**) and required forklift for unloading and material handling

TOTAL PRICE INSTALLATION **\$ 15,330.00**

NJPA – NATIONAL JOINT POWERS ALLIANCE PURCHASING PROGRAM DISCOUNTS

BECKER ARENA PRODUCTS, INC – VENDOR CONTRACT #022113 - BAP

NJPA BASE PRICE DISCOUNT – 5% **[\$ 766.50]**

BASE PRICE WITH 5% NJPA DISCOUNT **\$ 14,563.50***

Accept _____

*Product contract pending approval from NJPA



Please Note: Taxes are the responsibility of the purchaser. Prices do not include special insurance requirements, bonding, or applicable permits and/or license fees. Prices subject to site visit and/or receipt of final construction drawings and specifications. If sales tax is applicable it will be added to the proposal totals and noted on a Contract Summary Sheet that will be sent back with your executed contract.

All payment terms are based on credit approval.

Our Standard Payment terms are:

45% due upon placement of order	(\$ _____)
45% due 10 days prior to delivery	(\$ _____)
10% due upon delivery and installation	(\$ _____)

The above payment amounts will be filled in based on total contract price and any applicable sales tax and sent back on the Contract Summary Sheet with your executed contract.

We are looking forward to the opportunity of working with you on your project and if we can be of further assistance please do not hesitate to call.

This proposal is subject to Becker Arena Products, Inc. Standard Terms and Conditions and Limited Warranty and may be withdrawn without penalty at any time before contract execution. If accepted, please sign and return this copy to Becker Arena Products. When approved and signed by one of our officers a fully executed copy will be forwarded for your records. This proposal is subject to change, withdrawal or cancellation until accepted by you. If Becker Arena Products, Inc. have not received your acceptance within 60 days from the date hereof, this proposal shall automatically expire. Becker Arena Products, Inc. retains a security interest in all products covered in this agreement until all payment terms have been met. In addition, the purchaser agrees to sign any additional documents for Becker Arena Products, Inc. to perfect its security interest in the products.

Proposal/Contract # **10001829** is accepted with initialed options:

Purchaser Signature

Becker Arena Products, Inc.

Title

Title

Print Name

Print Name

Date

Date

NJPA Member Number

022113-BAP

NJPA Contract Number

Desired Installation Date: _____

Becker Arena Products, Inc. is an Equal Employment Opportunity Employer



Becker Arena Products, Inc. STANDARD TERMS AND CONDITIONS

1. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota, as applied to contracts executed in and performed wholly within the State of Minnesota.

2. Delays. Becker Arena Products, Inc. (Seller) will not be liable for any delay in the performance of orders or contracts, or in the delivery or shipment of the goods, or for any damages suffered by the Purchaser by reason of such delay, including liquidated or actual damages.

3. Arbitration. Any and all controversies or claims arising out of or relating to this contract or the performance or breach thereof shall be settled by arbitration in Minneapolis, Minnesota in accordance with the then existing rules and procedure of the American Arbitration Association.

4. Mechanic's Lien or Bond Rights. Nothing herein shall be deemed to waive or affect Seller's right to assert a mechanic's lien against the property on which the goods are installed or to make a claim against any bond. Purchaser agrees to provide any and all information requested by Seller, within three (3) calendar days, to allow Seller to preserve or effectuate its mechanic's lien or bond rights.

5. Change Orders. A change order will be required for any additional work to be performed or materials to be supplied by the Seller, which is not included in the contract or is a result of the Purchaser's failure to comply with the terms and conditions as described herein. A change order must be filled out by the Seller and signed by the Purchaser before any work commences or material is ordered and/or shipped.

6. Production Schedule, Installation Schedule, and Storage. When Seller has received and accepted the contract along with signed approval drawings and credit approval, they will have up to 16 weeks to produce and deliver the materials provided that there are no custom materials needed. Custom materials will include non-standard colors and/or materials. The Purchaser will be contacted after the receipt of the required information to coordinate a shipping date and an installation date(s). These dates will serve as the contract delivery date and will be used to schedule production, delivery, and installation. The Owner/Purchaser will be contacted 21 days prior to shipping to confirm that the site will be ready. If the Purchaser's site is not ready or will not be ready on this date, the following may occur:

Dasher Board Systems

- A. Seller may choose whether or not to produce the rink according to its production schedule. If they produce the rink on schedule, it will be stored at Becker Arena Product's location of business and storage fees will be charged to the Purchaser at the rate of US \$300 per week. All payments will be due according to the terms from the original ship date. If the Seller chooses to delay production to coincide with the new ship date, no storage fees will apply and payment will be due according to the terms from the original ship date. If contract terms are paid in full prior to shipping, the time will start from the original ship date and not the adjusted ship date.



- B. A new shipping installation date will be coordinated with Seller's installation department and confirmed with the Purchaser. The Seller will reschedule the installation for the next available date according to the Seller's installation schedule. In some cases, the site delay may cause additional charges. This includes, but is not limited to, wages, remobilization, and equipment rental, to be paid by the Purchaser.
- C. If the Purchaser's site is not ready when the Seller's installation crew arrives, additional costs will be charged to the Purchaser. This includes, but is not limited to wages, travel, lodging, meals, equipment rental and changes in Becker Arena Product's installation schedule.

7. General Site Requirements. The following criteria must be met or extra charges may apply, and delays will be incurred, if the site is not in compliance when Seller is ready to deliver and install the goods:

- A. **Concrete and Floor Work:** All concrete work is to be completed and allowed to cure, according to job specifications and/or refrigeration contractors requirements, before the date installation is scheduled to begin.
- B. The levelness of the perimeter concrete, where the rink is to be installed, must be within 1/8" of levelness for every 10' in length and no more than 1/4" difference in height over the length and width of the perimeter surface.
- C. For sand floors, the first 6" from the front of the curb, where the rink is to be installed, must be within 1/16" of flatness from the inside edge outward and meet the levelness and flatness conditions specified above, Sand floors are not to be final graded prior to dasher board installation.
- D. Expansion joints, which are to be covered completely by the rink, are to be within 1/2" of straightness from end to end and side to side. The distance from side to side and end to end of the outside edge of the expansion joint is to be within 1/2" of the required dimension for the frame to cover it.
- E. If, upon arrival, the perimeter concrete is inspected and does not meet the specifications for levelness, flatness, straightness and size, the following will occur:
 - 1. Seller's Representative will determine if rink can be shimmed or adjusted/cut to achieve desired levelness, fit and/or expansion joint coverage while maintaining the structural integrity of the rink. If so, the additional time and materials to do this will be paid by the Purchaser. A change order must be filled out by the Seller's Representative and signed by the Purchaser before any work commences.
 - 2. If the rink cannot be shimmed or adjusted to the desired levelness and/or coverage while maintaining the structural integrity of the rink, the Purchaser will be responsible for fixing the surface to meet specifications. All associated costs for this are the sole responsibility of the Purchaser.
 - 3. The Seller will accept contracts that are retrofit projects with the understanding that the condition of the underlying perimeter concrete work meets the specifications stated above. If, after removal of the existing rink, the concrete does not meet these conditions, points "1" and "2" from above will apply.



8. Requirements for Rink Installations:

(Refer to the enclosed Site Requirements)

9. Walk Through Inspection. When Seller's work is complete or near complete, Purchaser or the Purchaser's Representative (including general contractors and architects) must be available for a final walk through inspection with the Seller's Representative. Any parties who do not attend the walk through will forfeit their right to submit punch list items. A final punch list of items to be completed or repaired will be prepared as a result of this walk through. Any item not included on the final "punch list" will not be the responsibility of the Seller unless it is covered by the Seller's Warranty.

10. Shop Drawings and Non-standard Shielding. Preparation of shop drawings will not commence until after the signed contract has been delivered to Seller. Production will not commence until Seller receives approved shop drawings. Field measured, tempered glass (non-standard sizes) may require an additional 3-4 weeks for delivery after completion of installation. Any field measured tempered glass to be installed by purchaser.

11. Polyethylene. All polyethylene used to manufacture the rink shall be virgin material. All colors shall match within manufacturer's tolerance. Seller will not be responsible for replacing polyethylene that conforms to manufacturers color tolerance. During manufacturing, all panels shall have the polyethylene overhang past the frame a minimum of 1/16" on each end to allow for contraction of the material due to temperature change in the field. Seller shall not be responsible for material contraction gaps between panels due to temperature change if it adheres to these manufacturing requirements.

12. Material Check-in. (Installation supervision and supply only contracts) The Purchaser shall be responsible to verify the shipment for quantities and any damage caused from shipping for jobs that include installation supervision or are supply only. Any quantity variances and/or damage must be noted and reported to the Project Manager by filling out the Material Check-in Form and faxing it to the Project Manager. Missing/damaged items must be reported within 24 hours of receipt to receive credit. All boxes will be clearly marked by the Seller. The Ship list will clearly identify the contents and quantities of the shipment. It is the responsibility of the Purchaser to verify that all box numbers in the hardware crate are accounted for, not to open and count each individual item in a box. The Purchaser must count anything that is not boxed.



3 YEAR LIMITED WARRANTY

1. **What Is Covered By This Limited Warranty** - Becker Arena Products, Inc. ("BAP") warrants to the original purchaser ("Purchaser") that the BAP system (the "System") that is subject of this sale (a) conforms to BAP's published specifications and (b) is free from defects in material or workmanship. This warranty is not transferable by Purchaser, including any transfer by operation by law. The duration of this warranty is one year from the date of delivery to the original Purchaser. In the event of any claim of defect during the warranty period, Purchaser shall promptly notify Seller in writing of the claimed defect. Within a reasonable time after such notification Purchaser shall provide Seller full access to the products to inspect, repair, and/or replace the products in question. Seller's sole obligation shall be to correct any actual defect by repair, replacement, or adjustment as determined in Seller's sole discretion. In no event shall notification be effective if received by BAP later than 37 months from date of delivery of the System. These remedies are Purchaser's **exclusive** remedies for breach of warranty. BAP is under no obligation to honor this limited warranty during any time in which Purchaser is in default in its obligations to BAP.
2. **What Is Not Covered By This Warranty** – BAP does not warrant (a) any product, component or parts not manufactured by BAP, (b) defects caused by failure to provide a suitable installation environment for the System, (c) defects caused by failure to follow BAP's System maintenance schedule, (d) damage caused by use of the System for purposes other than those for which it was designed, (e) damage caused by a disaster such as fire, flood, wind or lightening, (f) damaged caused by unauthorized attachments or modifications to the System, (g) damage during shipment, or (h) any other abuse or misuse by Purchaser or the System.
3. **Disclaimer Of Warranty** – THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTIES FOUND UNDER ARTICLE 35(2)(a) AND (b) OF THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS 1980.
4. **Limitations Of Remedies** – In no case shall BAP be liable for any special, incidental or consequential damages based upon breach of warranty, breach of contract, negligence, strict tort or any other legal theory. Such damages include, but are not limited to, loss of profits, loss of savings revenue, loss of use of System or any associated equipment, cost of capital, cost of any substitute equipment, facilities or service, downtime, the claims of third parties (including customers) and injury to property. This limitation does not apply to claims for personal injury. Some states do not allow limits on warranties or on remedies for breach in certain transactions. In such states, the limits in this Section 4 and in Section 3 above may not apply.
5. **Time Limit For Bringing Suit** – Any action for a breach of warranty must be commenced within 37 months following delivery of the System.
6. **No Other Warranties** – Unless modified in a writing signed by both parties, this agreement is understood to be the complete and exclusive agreement between the parties, superseding all prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this agreement. No employee of BAP or any other party is authorized to make any warranty in addition to those made in this agreement.
7. **Allocation Of Risk** – This warranty allocates the risk of product failure between BAP and Purchaser. This allocation is recognized by both parties and is reflected in the price of the System. Purchaser acknowledges it has read this warranty, understands it and is bound by its terms.



DEPARTMENT OF PUBLIC WORKS

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

REQUEST FOR COUNCIL ACTION

To: City Council
From: John Anderson, Assistant City Engineer
Reviewed By: James Barclay, Interim City Administrator
Date: April 18, 2017

ITEM DESCRIPTION: Storm Water Facility Easement and Maintenance Agreement, Taco Bell

Proposed Action

Staff recommends that the City Council move to approve the Storm Water Facilities Easement and Maintenance Agreement with Marvin Development IV, LLC.

Background

As part of the site development and plan review of the Taco Bell site located at 1418 Hwy 33, staff identified the need for street drainage to be collected and routed through the Taco Bell site. Staff suggested to the developer that the street drainage and site drainage be collected in a common drainage facility located on the Taco Bell site. In response to this request, the developer designed the site to accommodate the street drainage in the onsite ponding facility and route the drainage through the site and discharge the combined street and site stormwater to the existing city storm sewer on Tall Pine Lane.

Staff further requested that the developer draft an easement and maintenance agreement to determine rights and responsibilities associated with these shared facilities. Staff has reviewed the language within this agreement and feels it adequately defines the City and property owner responsibilities going forward. The City's NPDES – MS4 permit requires that we collect maintenance agreements as sites are developed with storm water facilities. Typically, these agreements will only have property owner responsibilities identified. In this case, since the City has drainage that flows through the site, both the property owner and City have a share of the maintenance responsibility

Upon acceptance and execution of the easement agreement by the City Council, City staff will bring this to Carlton County to be recorded.

Policy Objectives

N/A

Financial/Budget/Grant Considerations

N/A

Advisory Committee/Commission Action

N/A.

Supporting Documents Attached

- Storm Water Facilities Easement and Maintenance Agreement

**STORM WATER FACILITIES EASEMENT
AND
MAINTENANCE AGREEMENT**

THIS STORM WATER FACILITIES EASEMENT AND MAINTENANCE AGREEMENT (the "Agreement"), is made and entered into effective this ___ day of _____, 2017, by and between **MARVIN DEVELOPMENT IV, LLC**, a Minnesota limited liability company ("Marvin") and the **CITY OF CLOQUET, MINNESOTA**, a municipal corporation of Carlton County, Minnesota (the "City").

WITNESSETH:

A. Marvin is the fee owner of that certain parcel of real property located in Carlton County, Minnesota, with a street address of 1418 Highway 33, Cloquet Minnesota 55720, as legally described on Exhibit A attached hereto (the "**Marvin Property**").

B. As a condition of the City's approval of site plans for Marvin's proposed development of a Taco Bell restaurant on the Marvin Property, the City has requested, and Marvin has agreed: (i) to construct and install a storm water pond and associated storm water pipes and facilities on the Marvin Property (collectively, the "**Storm Water Facilities**") in the location as shown on the site plan attached hereto as Exhibit B-1 (the "**Site Plan**"); (ii) to grant to the City a perpetual, non-exclusive easement for drainage and utility purposes, so as to permit storm water from both the adjacent City street known as Frontage Road to drain over, under and across the Marvin Property and into the Storm Water Facilities (the "**Drainage and Utility Easement**"); and (iii) to grant to the city a perpetual, non-exclusive easement for access and maintenance purposes, to permit the City or its agents to access the Storm Water Facilities and perform any necessary maintenance or repairs so as to preserve the functionality thereof (the "**Maintenance Easement**").

C. The parties desire to document both the grant of the Drainage and Utility Easement and the Maintenance Easement, as well as their respective maintenance obligations for the Storm Water Facilities and adjacent improvements.

NOW, THEREFORE, Marvin and the City hereby agree as follows:

1. GRANT OF DRAINAGE AND UTILITY EASEMENT.

A. Grant of Drainage and Utility Easement. Marvin hereby grants, for the benefit of the City, a perpetual, non-exclusive easement for storm water drainage and utility purposes (the “**Drainage and Utility Easement**”), to convey storm water from Frontage Road under, over and across those portions of the Marvin Property adjacent to and including the Storm Water Facilities, as legally described on Exhibit B hereto, and as graphically depicted on Exhibit B-1 hereto (the “**Drainage and Utility Easement Area**”).

B. Use of Drainage and Utility Easement. The City may use the Drainage and Utility Easement Area for storm water drainage purposes only and for no other purpose except as specifically granted herein.

2. GRANT OF MAINTENANCE EASEMENT.

A. Grant of Maintenance Easement. Marvin hereby grants, for the benefit of the City, a perpetual, non-exclusive easement for maintenance purposes (the “**Maintenance Easement**”) over and across the Drainage and Utility Easement Area, so as to permit the City and its contractors and agents to enter upon the Drainage and Utility Easement Area for the purpose of maintaining, repairing, and replacing the Storm Water Facilities, including the storm water pond basin and storm sewer piping connected thereto, so as to maintain the functionality thereof.

B. Respective Maintenance Responsibilities of City and Marvin. Marvin acknowledges and agrees that the City’s maintenance responsibilities with respect to the Storm Water Facilities shall be limited to maintaining the functionality of the Storm Water Facilities and associated storm water piping. Marvin shall be solely responsible for the following: (i) maintaining, repairing and replacing all landscaping on the Marvin Property, including but not limited to mowing, weeding and trimming all turf and other vegetation located within the Drainage and Utility Easement Area; and (ii) maintaining, repairing and replacing all building structures as well as all parking areas, driveways, curbing and associated improvements located within the Marvin Property, including all such improvements located within the Drainage and Utility Easement Area.

3. GENERAL PROVISIONS.

A. Notices. Any notices to be given to the parties shall be deemed effective upon actual receipt if hand delivered or upon the third day after postmark by U.S. or certified mail, return receipt requested, to the address set forth below:

If to Marvin: Marvin Development IV, LLC
5425 Boone Avenue North
New Hope, MN 55425
Attn: Barry M. Zelickson

If to the City: City of Cloquet
1307 Cloquet Avenue
Cloquet, MN 55720

Attn: Department of Public Works

Each party shall have the right from time to time and at any time upon written notice in accordance with the provisions hereof to change its respective address and to specify any other address; provided, however, notwithstanding anything herein contained to the contrary, in order for the notice of address change to be effective, it must actually be received.

B. Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Marvin Property to the general public, it being the intention and understanding of the parties that this Agreement shall be strictly limited to and for the purposes expressed in this Agreement, and for no other purpose.

C. Running of Benefits and Burdens. All provisions of this Agreement shall run with the land and shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns, including any mortgagees or subsequent holders of mortgages.

D. Amendments. No amendment, modification or waiver of any condition, provision or term of this Agreement shall be valid or of any effect unless made in writing and signed by the parties to be bound thereby or their duly authorized representative(s).

E. Headings. The headings contained in this Agreement are for notice purposes only. In all instances, reference should be made to the specific terms and provisions hereof.

F. Severability. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect, and this Agreement shall be construed as if the unlawful or unenforceable provisions or application had never been contained herein or prescribed hereby.

G. Governing Law. All of the terms and provisions of this Agreement shall be governed by and controlled solely by the laws of the State of Minnesota.

[Remainder of page left intentionally blank]

**EXHIBIT A
TO
STORM WATER FACILITIES
EASEMENT AND MAINTENANCE AGREEMENT**

Marvin Property Legal Description

All that part of the Southwest 1/4 of Northeast 1/4, Section 26, Township 49, North of Range 17, West of the Fourth Principal Meridian, Carlton County, Minnesota described as follows: Commencing at the Northeast corner of said Southwest 1/4 of Northeast 1/4, thence running South on the East line of said quarter a distance of 350 feet; thence running Westerly at right angles with said East line of said quarter to the Easterly right-of-way line of Highway 33; thence running Southerly along the East right-of-way line of said Highway 33 a distance of 200 feet to the point of beginning; thence deflecting to the left at an angle of 90 degrees and running Easterly a distance of 300 feet to a point; thence running in a Southerly direction on a line parallel with the East line of said quarter a distance of 200 feet to a point; thence running Westerly a distance of 300 feet, more or less, to a point 200 feet South of the point of beginning located on the East right-of-way line of Highway 33; thence running Northerly along the East right-of-way line of Highway 33 a distance of 200 feet to the point of beginning.

Abstract Property

1418 Highway 33, Cloquet, MN 55720

Parcel ID No. 06-510-5925

**EXHIBIT B
TO
STORM WATER FACILITIES
EASEMENT AND MAINTENANCE AGREEMENT**

Drainage and Easement Area Legal Description

An easement for drainage and utility purposes lying over, under, and across that part of the Southwest Quarter of Northeast Quarter of Section 26, Township 49, North, Range 17, West of the Fourth Principal Meridian, Carlton County, Minnesota described as follows:

Commencing at the Northeast corner of said Southwest quarter of the Northeast quarter, thence on an assumed bearing of South 00 degrees 08 minutes 41 seconds East along the East line of said Southwest quarter of the Northeast quarter for a distance of 350.00 feet; thence South 89 degrees 51 minutes 19 seconds West 517.85 feet, more or less, to the Easterly right-of-way line of Highway 33 as shown on the Minnesota Department of Transportation Right of Way Plat No. 09-5; thence South 00 degrees 09 minutes 20 seconds East, along said Easterly right-of-way line of Highway 33 as shown on the Minnesota Department of Transportation Right of Way Plat No. 09-5 for a distance of 400.00 feet to the point of beginning of the easement herein described; thence North 00 degrees 09 minutes 20 seconds West, along said Easterly right-of-way line of Highway 33 as shown on the Minnesota Department of Transportation Right of Way Plat No. 09-5 for a distance of 51.08 feet; thence South 50 degrees 06 minutes 18 seconds East 29.69 feet; thence North 89 degrees 50 minutes 40 seconds East 197.23 feet; thence North 00 degrees 09 minutes 20 seconds West 20.00 feet; thence North 89 degrees 50 minutes 40 seconds East 41.82 feet to the intersection with a line which is parallel with and distant 261.77 feet Easterly of said Easterly right-of-way line of Highway 33 as shown on the Minnesota Department of Transportation Right of Way Plat No. 09-5; thence North 00 degrees 09 minutes 20 seconds West, along said parallel line 118.02 feet to the South line of Tall Pine Lane; thence North 89 degrees 50 minutes 40 seconds East 38.22 feet; thence South 00 degrees 08 minutes 41 seconds East, along a line which is parallel with the East line of said Southwest quarter of the Northeast quarter 170.00 feet; thence South 89 degrees 50 minutes 40 seconds West 300.00, more or less, to the point of beginning, said point being on the said Easterly right-of-way line of Highway 33 as shown on the Minnesota Department of Transportation Right of Way Plat No. 09-5.

Said easement contains 15,920 square feet or 0.37 acres.

EXHIBIT B-1 TO STORM WATER FACILITIES EASEMENT AND MAINTENANCE AGREEMENT

Drainage and Easement Area Graphic Depiction

