



CITY OF CLOQUET

City Council Agenda
Tuesday, October 7, 2025
6:00 p.m.
City Hall Council Chambers

1. **Roll Call**
2. **Pledge of Allegiance**
3. **Approval of Agenda**
 - a. Approval of October 7, 2025 Council Agenda
4. **Approval of Council Minutes**
 - a. Minutes from the September 16, 2025 Regular Council Meeting
5. **Public Comments**

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

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

 - a. Resolution No. 25-60, Authorizing the Payment of Bills and Payroll
 - b. Approve Temporary On-Sale Liquor License – Food for Thought
 - c. Approve Application for Exempt Permit for a Raffle Event - Cloquet Area Youth Wrestling Association
7. **Public Hearings**

None
8. **Presentations**
 - a. City of Cloquet Host Fee Agreement Audit, 2020-2024 – Heather Krauel, Burns McDonnell
 - b. Mayor's Proclamation – Manufacturing Month
 - c. 2025 Pavement Management Update



**CITY OF CLOQUET
City Council Agenda
Tuesday, October 7, 2025
6:00 p.m.
City Hall Council Chambers**

9. Council Business

- a. Approve Capital Asset Policy Update
- b. Approve Fiscal Services Agreement with Cloquet Area Fire District
- c. Approve Cloquet Country Club Goose Management
- d. Approve Part-Time Parks Maintenance Worker Appointment – D. Osvold
- e. Resolution No. 25-58, Resolution Authorizing the Cloquet Police Department to Enter into a Grant Agreement in Partnership with the Carlton County Sheriff's Department and FDL Police Department to Act as Primary Agency in the Administration of the Regional Towards Zero Deaths (TZD) Grant
- f. Approve Cloquet Ski Club Agreement
- g. Approve Fond du Lac Trail Agreement

10. Council Comments, Announcements, and Updates

11. Adjournment

Regular Meeting

Roll Call

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

Councilors Absent: None

Pledge of Allegiance

AGENDA

MOTION: Councilor Lamb moved and Councilor Kolodge seconded the motion to approve the September 16, 2025 agenda as presented. The motion carried unanimously (7-0).

MINUTES

MOTION: Councilor Jaakola moved and Councilor Swanson seconded the motion to approve the Regular Meeting Minutes of the September 2, 2025 with the correction of the approved levy amount from 4.01% to 5.03%. The motion carried unanimously (7-0).

PUBLIC COMMENTS

There were none.

CONSENT AGENDA

MOTION: Councilor Keller moved and Councilor Lamb seconded the motion to adopt the Consent Agenda of September 16, 2025, approving the necessary motions and resolutions as presented. The motion carried unanimously (7-0).

- a. Resolution No. 25-57, Authorizing the Payment of Bills
- b. Approve Reappointment to Housing and Redevelopment Authority – Snyder
- c. Approve Road Closure Request for Cloquet River Run 5k

PUBLIC HEARINGS

There were none.

PRESENTATIONS

Carlton County Riders ATV Club

Eric Senarighi, president of the Carlton County Riders ATV Club, discussed improvements and areas of concern with the existing ATV trail from Sunnyside into Cloquet, following up on a previous discussion with City Council. Mr. Senarighi stated the club would like approval from Council so they can submit a Grant-in-Aid to the MN DNR, which provides 90% reimbursement for trail maintenance that the Club would take over. Council agreed to support the club on applying for the aid. Administrator Peterson

suggested as the next step, based on the proposed route through Sunnyside along Adams Street and North Road, letters be sent to the residents along the route and possibly set up a meeting with the residents for input.

AUTHORIZE BID FOR 106 7TH STREET DEMOLITION

MOTION: Councilor Wilkinson moved and Councilor Keller seconded the motion to authorize the infrastructure and home demolition contract for 106 7th Street with DeCaigny Excavating in the amount of \$38,500. The motion carried unanimously (7-0).

APPROVE PURCHASE OF TANDEM DUMP TRUCK WITH BOX AND PLOW PACKAGE

MOTION: Councilor Kolodge moved and Councilor Lamb seconded the motion to authorize the order of an International Tandem Dump Truck from Ascendance Truck Center of Duluth in the amount of \$114,714.96, including trade, and purchase of a dump box and plow package from Townmaster Equipment in the amount of \$193,619.000. The motion carried unanimously (7-0).

MINNESOTA CYCLING ASSOCIATION (MCS) REQUEST FOR SPONSORSHIP

MOTION: Councilor Swanson moved and Councilor Jaakola seconded the motion to approve the request made by Minnesota Cycling Association (MCA) to sponsor their mountain bike race at Pine Valley on October 4th and 5th. The motion carried unanimously (7-0).

COUNCIL COMMENTS, ANNOUNCEMENTS, AND UPDATES

There were none.

ADJOURNMENT

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

Tim Peterson, City Administrator



ADMINISTRATIVE OFFICES

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

REQUEST FOR COUNCIL ACTION

To: Mayor and City Council
From: Ann Michaud, Assistant Finance Director
Reviewed by: Tim Peterson, City Administrator *TP*
Date: October 7, 2025

ITEM DESCRIPTION: Payment of Bills and Payroll

Proposed Action

Staff recommends the Council move to adopt **RESOLUTION NO. 25-60, A RESOLUTION AUTHORIZING THE PAYMENT OF BILLS AND PAYROLL.**

Background/Overview

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

Policy Objectives

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

Financial/Budget/Grant Considerations

See resolution for amounts charged to each individual fund.

Advisory Committee/Commission Action

Not applicable.

Supporting Documents Attached

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

STATE OF MINNESOTA

RESOLUTION NO. 25-60

A RESOLUTION AUTHORIZING THE PAYMENT OF BILLS AND PAYROLL

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

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

101	General Fund	\$	582,393.31
202	Federal CDBG Loan (EDA)		3,400.00
403	Capital Projects - Revolving		619,621.45
406	City Sales Tax - Pine Valley		2,750.00
600	Water - Lake Superior Waterline		119,916.06
601	Water - In Town		93,762.44
602	Sewer Fund		106,961.49
605	Stormwater Fund		9,525.88
614	Cable Television		18,923.18
701	Employee Severance		168.88
	TOTAL:	\$	<u>1,557,422.69</u>

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CLOQUET
THIS 7TH DAY OF OCTOBER, 2025.**

ATTEST:

Roger Maki, Mayor

Tim Peterson, City Administrator

DATE: 10/02/2025
TIME: 10:40:05
ID: AP442000.WOW

CITY OF CLOQUET
VENDOR SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 10/07/2025

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
121000	ARROWHEAD SPRINGS INC	1,234.50	144.50
122958	AUTOZONE, INC.	962.07	29.98
123150	BRIAN K STAUTY	1,857.86	339.98
125700	BEST OIL LLC	109,255.94	9,111.20
126850	BLAINE BROTHERS MAINTENANCE, I	5,875.79	96.57
133000	CARGILL, INCORPORATED	0.00	22,792.65
134000	CARLTON COUNTY HIGHWAY DEPT	73,008.23	4,525.84
134300	CARLTON COUNTY RECORDER	316.00	92.00
134800	CARLTON COUNTY TREASURER	386.04	97.00
137310	CENTURY LINK	4,146.93	234.72
139025	CINTAS	2,750.82	272.41
139030	CINTAS CORPORATION	17,092.31	895.11
139800	CLOQUET AREA CHAMBER OF COMMER	48,535.27	8,911.65
142925	CLOQUET SERVICE CENTER	11,408.19	1,042.09
145500	CCFLEX, INC.	2,680.00	195.00
147050	CONSOLIDATED TELEPHONE COMPANY	29,333.67	3,267.06
147600	CONSTELLATION NEW ENERGY CORP	22,788.00	2,176.89
148800	CROW GOEBEL VETERINARY CLINIC	1,176.13	468.42
150100	IMPERIAL DADE	7,943.15	1,290.26
152550	DECAIGNY EXCAVATING INC	8,130.80	1,950.00
152775	DELTA DENTAL OF MINNESOTA	7,943.99	798.91
156400	CITY OF DULUTH PUBLIC WORKS &	1,463.44	199.99
158000	SUPERIOR CAPITAL HOLDINGS, INC	6,369.25	13,308.00
163610	EVEREST EMERGENCY VEHICLES	0.00	336,261.82
164900	FASTENAL COMPANY	1,287.86	71.92
175790	GRANICUS	13,865.32	1,623.18
175950	ROBERT YORKELL	1,145.56	600.00
180500	HAWKINS INC	96,778.16	9,783.68
188000	INNOVATIVE OFFICE SOLUTIONS	2,912.85	162.88
195700	KGM CONTRACTORS INC	0.00	9,500.00
195850	KIMINSKI PAVING INC	42,580.00	4,800.00
203400	LHB, INC	631,568.22	2,750.00
205050	LOFFLER COMPANIES INC	1,157.96	41.20
206500	M R SIGN CO INC	4,665.02	534.70
206800	MACQUEEN EQUIPMENT INC	33,004.68	2,940.90
211400	MENARD, INC.	9,636.27	284.44
212400	MICHAUD DISTRIBUTING INC.	1,181.69	126.50
213630	WILLIAM JOSEPH BONIN	0.00	6,540.00
217300	MIRACLE RECREATION EQUIPMENT	0.00	1,054.30
220500	MINNESOTA DEPARTMENT	26,957.00	46.00
225900	MOMENTUM ECM LLC	4,000.14	250.00
236101	NORTHLAND CONSTRUCTORS	15,750.72	209,821.91
236275	NORTHLAND VEB TRUST	2,906.25	750.00
240725	O'REILLY AUTO ENTERPRISES LLC	3,014.07	64.88

DATE: 10/02/2025
TIME: 10:40:05
ID: AP442000.WOW

CITY OF CLOQUET
VENDOR SUMMARY REPORT

PAGE: 2

INVOICES DUE ON/BEFORE 10/07/2025

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
241400	OXYGEN SERVICE COMPANY	1,334.38	59.19
241950	PACE ANALYTICAL SERVICES INC	8,805.00	1,447.00
242850	PEC SOLUTIONS LLC	38,372.58	2,088.21
244300	BRENT BELICH	4,950.10	419.53
244975	PINE KNOT LLC	70,219.81	17,300.00
247720	PRECISE MRM LLC	120.00	20.00
248125	PROCTOR BUILDERS SUPPLY, INC.	4,840.64	390.00
251101	STZR HOLDINGS LLC	660.00	5,286.25
254650	RICK'S TREE & STUMP REMOVAL	4,600.00	3,110.44
259900	SAMBATEK, LLC	30,590.00	4,232.50
265150	SMYRNA READY MIX CONCRETE, LLC	11,246.00	703.50
268300	STEFFL DRILLING & PUMP INC	394,720.25	21,274.75
270400	SUPERIOR WATER, LIGHT & POWER	545.20	31.05
271975	TEAMSTERS JOINT COUNCIL 32	984,643.00	110,623.00
272565	TENET CORP	2,211.73	197.88
272600	TERMINAL SUPPLY INC	2,272.45	428.91
272700	DURC SPROUSE	9,723.49	3,525.00
276425	TRAFFIC CONTROL CORPORATION	382.00	704.00
278600	TAURA INC	42,038.81	240.11
279100	U S BANK EQUIPMENT FINANCE	5,093.64	559.44
280400	ULLAND BROTHERS, INC.	1,554,009.59	291,330.16
284580	VC3, INC	156,999.90	11,447.80
284700	VEIT & COMPANY, INC.	534,926.60	168,216.56
286900	WESTERN LAKE SUPERIOR	684,357.30	72,804.00
287900	WAL-MART COMMUNITY	505.74	144.49
289015	WELLS FARGO CREDIT CARD	68,067.19	5,364.70
290300	WIDDES FEED & FARM SUPPLY	1,095.70	161.51
R0002132	SUNNY COMMUNICATIONS INC	871.00	291.00
R0002567	GROVE COMPANY LLC	0.00	4,770.00
R0002568	JAMES & JOYCE KYLE	0.00	60.29
R0002569	JEFF & SUE OLESIAK	0.00	18.75
R0002570	PETE RADOSEVICH	0.00	80.60
R0002571	PENNY BURAN	0.00	200.00
TOTAL ALL VENDORS:			1,387,779.16

City of Cloquet
Vendor Summary Report Reconciliation
Invoices Due On/Before 10/7/25

Bills	1,387,779.16
Less: CAFD	(339,086.29)
Less: Library	(770.30)
Bills approved	1,047,922.57
Other:	
Payroll	606,790.15
Payroll - benefits	(97,290.03)
Total Bills and Payroll Approved	<u>1,557,422.69</u>

DATE: 10/02/25
TIME: 10:40:46
ID: AP443000.WOW

CITY OF CLOQUET
DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 10/07/2025

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
00			
152775	DELTA DENTAL OF MINNESOTA	7,943.99	630.03
271975	TEAMSTERS JOINT COUNCIL 32	984,643.00	96,660.00
			97,290.03
36	MISCELLANEOUS REVENUE		
R0002571	PENNY BURAN		200.00
	MISCELLANEOUS REVENUE		200.00
41	GENERAL GOVERNMENT		
134300	CARLTON COUNTY RECORDER	316.00	92.00
139025	CINTAS	2,750.82	52.38
139030	CINTAS CORPORATION	17,092.31	51.87
145500	CCFLEX, INC.	2,680.00	195.00
147050	CONSOLIDATED TELEPHONE COMPANY	29,333.67	456.57
150100	IMPERIAL DADE	7,943.15	317.71
164900	FASTENAL COMPANY	1,287.86	35.96
188000	INNOVATIVE OFFICE SOLUTIONS	2,912.85	81.44
211400	MENARD, INC.	9,636.27	80.03
212400	MICHAUD DISTRIBUTING INC.	1,181.69	25.50
225900	MOMENTUM ECM LLC	4,000.14	250.00
279100	U S BANK EQUIPMENT FINANCE	5,093.64	302.75
284580	VC3, INC	156,999.90	5,163.85
289015	WELLS FARGO CREDIT CARD	68,067.19	3,897.39
	GENERAL GOVERNMENT		11,002.45
42	PUBLIC SAFETY		
125700	BEST OIL LLC	109,255.94	3,188.92
139025	CINTAS	2,750.82	66.46
139030	CINTAS CORPORATION	17,092.31	84.03
142925	CLOQUET SERVICE CENTER	11,408.19	1,042.09
147050	CONSOLIDATED TELEPHONE COMPANY	29,333.67	837.72
148800	CROW GOEBEL VETERINARY CLINIC	1,176.13	468.42
150100	IMPERIAL DADE	7,943.15	317.71
158000	SUPERIOR CAPITAL HOLDINGS, INC	6,369.25	13,308.00
164900	FASTENAL COMPANY	1,287.86	35.96

DATE: 10/02/25
TIME: 10:40:46
ID: AP443000.WOW

CITY OF CLOQUET
DEPARTMENT SUMMARY REPORT

PAGE: 2

INVOICES DUE ON/BEFORE 10/07/2025

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
42	PUBLIC SAFETY		
188000	INNOVATIVE OFFICE SOLUTIONS	2,912.85	81.44
211400	MENARD, INC.	9,636.27	80.05
212400	MICHAUD DISTRIBUTING INC.	1,181.69	101.00
271975	TEAMSTERS JOINT COUNCIL 32	984,643.00	13,963.00
284580	VC3, INC	156,999.90	5,148.10
287900	WAL-MART COMMUNITY	505.74	144.49
R0002132	SUNNY COMMUNICATIONS INC	871.00	291.00
	PUBLIC SAFETY		39,158.39
43	PUBLIC WORKS		
121000	ARROWHEAD SPRINGS INC	1,234.50	110.00
122958	AUTOZONE, INC.	962.07	29.98
123150	BRIAN K STAUTY	1,857.86	169.99
125700	BEST OIL LLC	109,255.94	1,002.23
126850	BLAINE BROTHERS MAINTENANCE, I	5,875.79	96.57
133000	CARGILL, INCORPORATED		22,792.65
134000	CARLTON COUNTY HIGHWAY DEPT	73,008.23	4,525.84
134800	CARLTON COUNTY TREASURER	386.04	97.00
139025	CINTAS	2,750.82	42.97
139030	CINTAS CORPORATION	17,092.31	112.46
147050	CONSOLIDATED TELEPHONE COMPANY	29,333.67	262.58
205050	LOFFLER COMPANIES INC	1,157.96	5.90
206500	M R SIGN CO INC	4,665.02	534.70
236101	NORTHLAND CONSTRUCTORS	15,750.72	4,923.10
236275	NORTHLAND VEBE TRUST	2,906.25	187.50
240725	O'REILLY AUTO ENTERPRISES LLC	3,014.07	64.88
241400	OXYGEN SERVICE COMPANY	1,334.38	29.60
242850	PEC SOLUTIONS LLC	38,372.58	976.00
254650	RICK'S TREE & STUMP REMOVAL	4,600.00	3,110.44
272565	TENET CORP	2,211.73	197.88
272600	TERMINAL SUPPLY INC	2,272.45	428.91
276425	TRAFFIC CONTROL CORPORATION	382.00	704.00
279100	U S BANK EQUIPMENT FINANCE	5,093.64	38.81
284580	VC3, INC	156,999.90	1,135.85
289015	WELLS FARGO CREDIT CARD	68,067.19	-25.00
	PUBLIC WORKS		41,554.84
45	CULTURE AND RECREATION		

DATE: 10/02/25
TIME: 10:40:46
ID: AP443000.WOW

CITY OF CLOQUET
DEPARTMENT SUMMARY REPORT

PAGE: 3

INVOICES DUE ON/BEFORE 10/07/2025

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

GENERAL FUND			
45	CULTURE AND RECREATION		
125700	BEST OIL LLC	109,255.94	820.01
137310	CENTURY LINK	4,146.93	139.54
139030	CINTAS CORPORATION	17,092.31	573.03
147050	CONSOLIDATED TELEPHONE COMPANY	29,333.67	465.46
147600	CONSTELLATION NEW ENERGY CORP	22,788.00	2,176.89
150100	IMPERIAL DADE	7,943.15	654.84
175950	ROBERT YORKELL	1,145.56	600.00
211400	MENARD, INC.	9,636.27	41.85
217300	MIRACLE RECREATION EQUIPMENT		1,054.30
251101	STZR HOLDINGS LLC	660.00	5,286.25
272700	DURC SPROUSE	9,723.49	3,525.00
290300	WIDDES FEED & FARM SUPPLY	1,095.70	161.51
	CULTURE AND RECREATION		15,498.68
46	COMMUNITY DEVELOPMENT		
139800	CLOQUET AREA CHAMBER OF COMMER	48,535.27	8,911.65
147050	CONSOLIDATED TELEPHONE COMPANY	29,333.67	65.22
279100	U S BANK EQUIPMENT FINANCE	5,093.64	81.25
289015	WELLS FARGO CREDIT CARD	68,067.19	7.23
	COMMUNITY DEVELOPMENT		9,065.35
FEDERAL CDBG LOAN (EDA)			
46	COMMUNITY DEVELOPMENT		
195850	KIMINSKI PAVING INC	42,580.00	3,400.00
	COMMUNITY DEVELOPMENT		3,400.00
LIBRARY FUND			
45	CULTURE AND RECREATION		
147050	CONSOLIDATED TELEPHONE COMPANY	29,333.67	582.80
236275	NORTHLAND VEB A TRUST	2,906.25	187.50
	CULTURE AND RECREATION		770.30
CAPITAL PROJECTS - REVOLVING			

DATE: 10/02/25
TIME: 10:40:46
ID: AP443000.WOW

CITY OF CLOQUET
DEPARTMENT SUMMARY REPORT

PAGE: 4

INVOICES DUE ON/BEFORE 10/07/2025

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

CAPITAL PROJECTS - REVOLVING			
00			
236101	NORTHLAND CONSTRUCTORS	15,750.72	-10,523.92
280400	ULLAND BROTHERS, INC.	1,554,009.59	-20,206.26
284700	VEIT & COMPANY, INC.	534,926.60	13,804.17
			-16,926.01
81	SPECIAL PROJECTS		
236101	NORTHLAND CONSTRUCTORS	15,750.72	210,478.40
280400	ULLAND BROTHERS, INC.	1,554,009.59	266,886.67
284700	VEIT & COMPANY, INC.	534,926.60	154,412.39
R0002567	GROVE COMPANY LLC		4,770.00
	SPECIAL PROJECTS		636,547.46
CITY SALES TAX PINE VALLEY			
81	SPECIAL PROJECTS		
203400	LHB, INC	631,568.22	2,750.00
	SPECIAL PROJECTS		2,750.00
WATER - LAKE SUPERIOR WATERLIN			
51	STATION 2		
121000	ARROWHEAD SPRINGS INC	1,234.50	34.50
137310	CENTURY LINK	4,146.93	95.18
139025	CINTAS	2,750.82	67.64
139030	CINTAS CORPORATION	17,092.31	23.88
180500	HAWKINS INC	96,778.16	3,821.16
220500	MINNESOTA DEPARTMENT	26,957.00	23.00
236275	NORTHLAND VEBa TRUST	2,906.25	187.50
244300	BRENT BELICH	4,950.10	419.53
	STATION 2		4,672.39
52	LAKE SUPERIOR WATERLINE		
125700	BEST OIL LLC	109,255.94	455.56
139030	CINTAS CORPORATION	17,092.31	5.85

DATE: 10/02/25
TIME: 10:40:46
ID: AP443000.WOW

CITY OF CLOQUET
DEPARTMENT SUMMARY REPORT

PAGE: 5

INVOICES DUE ON/BEFORE 10/07/2025

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

WATER - LAKE SUPERIOR WATERLIN			
52	LAKE SUPERIOR WATERLINE		
211400	MENARD, INC.	9,636.27	15.97
236275	NORTHLAND VEBA TRUST	2,906.25	187.50
270400	SUPERIOR WATER, LIGHT & POWER	545.20	31.05
280400	ULLAND BROTHERS, INC.	1,554,009.59	44,649.75
289015	WELLS FARGO CREDIT CARD	68,067.19	1,233.08
	LAKE SUPERIOR WATERLINE		46,578.76
57	ADMINISTRATION		
156400	CITY OF DULUTH PUBLIC WORKS &	1,463.44	199.99
205050	LOFFLER COMPANIES INC	1,157.96	5.90
	ADMINISTRATION		205.89
WATER - IN TOWN SYSTEM			
00			
268300	STEFFL DRILLING & PUMP INC	394,720.25	20,774.75
R0002568	JAMES & JOYCE KYLE		60.29
R0002569	JEFF & SUE OLESIAK		18.75
R0002570	PETE RADOSEVICH		80.60
			20,934.39
49	CLOQUET		
123150	BRIAN K STAUTY	1,857.86	101.99
125700	BEST OIL LLC	109,255.94	546.67
139025	CINTAS	2,750.82	25.78
139030	CINTAS CORPORATION	17,092.31	18.71
152550	DECAIGNY EXCAVATING INC	8,130.80	1,950.00
180500	HAWKINS INC	96,778.16	5,962.52
195850	KIMINSKI PAVING INC	42,580.00	1,400.00
205050	LOFFLER COMPANIES INC	1,157.96	11.72
211400	MENARD, INC.	9,636.27	66.54
213630	WILLIAM JOSEPH BONIN		6,540.00
220500	MINNESOTA DEPARTMENT	26,957.00	23.00
236101	NORTHLAND CONSTRUCTORS	15,750.72	4,944.33
241400	OXYGEN SERVICE COMPANY	1,334.38	17.76
241950	PACE ANALYTICAL SERVICES INC	8,805.00	1,030.00

DATE: 10/02/25
TIME: 10:40:46
ID: AP443000.WOW

CITY OF CLOQUET
DEPARTMENT SUMMARY REPORT

PAGE: 6

INVOICES DUE ON/BEFORE 10/07/2025

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

WATER - IN TOWN SYSTEM			
49	CLOQUET		
242850	PEC SOLUTIONS LLC	38,372.58	1,112.21
248125	PROCTOR BUILDERS SUPPLY, INC.	4,840.64	390.00
259900	SAMBATEK, LLC	30,590.00	4,232.50
265150	SMYRNA READY MIX CONCRETE, LLC	11,246.00	703.50
268300	STEFFL DRILLING & PUMP INC	394,720.25	500.00
	CLOQUET		29,577.23
54	BILLING & COLLECTION		
278600	TAURA INC	42,038.81	240.11
279100	U S BANK EQUIPMENT FINANCE	5,093.64	59.00
	BILLING & COLLECTION		299.11
57	ADMINISTRATION & GENERAL		
147050	CONSOLIDATED TELEPHONE COMPANY	29,333.67	413.41
205050	LOFFLER COMPANIES INC	1,157.96	5.90
279100	U S BANK EQUIPMENT FINANCE	5,093.64	38.81
289015	WELLS FARGO CREDIT CARD	68,067.19	252.00
	ADMINISTRATION & GENERAL		710.12
ENTERPRISE FUND - SEWER			
00			
286900	WESTERN LAKE SUPERIOR	684,357.30	-13,836.00
			-13,836.00
55	SANITARY SEWER		
123150	BRIAN K STAUTY	1,857.86	68.00
125700	BEST OIL LLC	109,255.94	273.34
139025	CINTAS	2,750.82	17.18
139030	CINTAS CORPORATION	17,092.31	25.28
206800	MACQUEEN EQUIPMENT INC	33,004.68	2,940.90
241400	OXYGEN SERVICE COMPANY	1,334.38	11.83
241950	PACE ANALYTICAL SERVICES INC	8,805.00	417.00

DATE: 10/02/25
TIME: 10:40:46
ID: AP443000.WOW

CITY OF CLOQUET
DEPARTMENT SUMMARY REPORT

PAGE: 7

INVOICES DUE ON/BEFORE 10/07/2025

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

ENTERPRISE FUND - SEWER			
55	SANITARY SEWER		
286900	WESTERN LAKE SUPERIOR	684,357.30	86,640.00
	SANITARY SEWER		90,393.53
57	ADMINISTRATION & GENERAL		
147050	CONSOLIDATED TELEPHONE COMPANY	29,333.67	183.30
205050	LOFFLER COMPANIES INC	1,157.96	5.90
279100	U S BANK EQUIPMENT FINANCE	5,093.64	38.82
	ADMINISTRATION & GENERAL		228.02
STORM WATER UTILITY			
57	ADMINISTRATION & GENERAL		
205050	LOFFLER COMPANIES INC	1,157.96	5.88
247720	PRECISE MRM LLC	120.00	20.00
	ADMINISTRATION & GENERAL		25.88
59	OPERATIONS		
195700	KGM CONTRACTORS INC		9,500.00
	OPERATIONS		9,500.00
CABLE TELEVISION			
45	CULTURE AND RECREATION		
175790	GRANICUS	13,865.32	1,623.18
244975	PINE KNOT LLC	70,219.81	17,300.00
	CULTURE AND RECREATION		18,923.18
EMPLOYEE SEVERANCE			
45	EMPLOYEE VACATION & SICK		
152775	DELTA DENTAL OF MINNESOTA	7,943.99	168.88
	EMPLOYEE VACATION & SICK		168.88

DATE: 10/02/25
TIME: 10:40:46
ID: AP443000.WOW

CITY OF CLOQUET
DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 10/07/2025

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE

CLOQUET AREA FIRE DISTRICT			
42	PUBLIC SAFETY		
125700	BEST OIL LLC	109,255.94	2,824.47
163610	EVEREST EMERGENCY VEHICLES		336,261.82
	PUBLIC SAFETY		339,086.29
	TOTAL ALL DEPARTMENTS		1,387,779.16



ADMINISTRATIVE OFFICES

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

REQUEST FOR COUNCIL ACTION

To: Mayor and City Council
From: Tim Peterson, City Administrator *tdp*
Date: October 7, 2025

ITEM DESCRIPTION: Temporary On-Sale Liquor License – Food For Thought

Proposed Action

Staff recommends the City Council move to approve the application from the Fond du Lac Tribal and Community College Foundation for the issuance of a Temporary On-Sale Liquor License for their annual Food for Thought fund raising event to be held on January 15, 2026. The license is subject to final approval by the Commissioner of Public Safety.

Background/Overview

Attached the City Council will find an application for a Temporary On-Sale Liquor License from the Fond du Lac Tribal and Community College Foundation seeking a Temporary On-Sale Liquor License for their annual Food For Thought fund raising event on January 15, 2026. This food and wine tasting fundraising event has taken place annually since 2014. No issues related to the temporary liquor license have been reported.

Under Minnesota Statute and City Code, to allow for the event proposed, the applicant is required to obtain a Temporary On-Sale Liquor License, which according to Minnesota Statute and City Code, can only be issued to a Club or licensed non-profit organization.

The applicant states that the primary goal of this event is to keep expenses to a minimum to be able to provide more students with financial assistance. Therefore, they are requesting the \$50.00 application fee be waived.

City Code requires security with a temporary on-sale liquor license which would require the applicant to hire two police officers at \$75.00/hr. each for the duration of the event. The applicant is requesting to have students enrolled in their Criminal Justice/Peace Officer program to provide the necessary security during the event. City Council has historically approved this annual request from the Foundation.

Policy Objectives

Approval of a temporary license is required under Section 6.3 of the Municipal Code and Minnesota Statutes 340A.404. Under these rules, only a non-profit organization can obtain a permit for such purposes.

Financial/Budget/Grant Considerations

The City's fee schedule requires a \$50.00 fee for each temporary license. The applicant is requesting this fee be waived.

Advisory Committee/Commission Action

None.

Supporting Documentation Attached

- Temporary On-Sale Liquor License Application



2101 14th Street • Cloquet, Minnesota 55720
218-879-0800 • 1-800-657-3712 • TTY 218-879-0805
Fax 218-879-0814 • <http://www.fdlccc.edu>

September 24, 2025

City Administrators Office
101 14th Street
Cloquet, MN 55720

Attn: Mayor Roger Maki; City Councilors; City Administrators; Staff

The Fond du Lac Tribal and Community College was established in Cloquet, MN in 1987. The mission of the college is to provide higher education opportunities for its communities in a welcoming, culturally diverse environment.

The Fond du Lac Tribal and Community College Foundation was created in 1995 by the College Board of Directors to raise funds from corporations, individuals and other private resources to support the diverse needs of the college. Through its activities, the Foundation works to increase access to educational opportunities, improve the quality of life of students, and create an environment that will assist in building a stronger and richer community for the future.

The Foundation's *Food for Thought* is a food and wine tasting fundraising event that benefits student scholarships and student needs. The after-work affair celebrates several area food vendors from our local community region, while providing our community with an opportunity to help deserving students further their education. Our inaugural Food for Thought tasting event was held in January 2014.

The 13th annual *Food for Thought* will be held January 15, 2026. Please find the attached application for the Temporary On-Sale Liquor License with the accompanying required certificates for our January 15, 2026 event. Also enclosed is the State of Minnesota Application and required documents.

One of our goals is to keep expenses at a minimum. That said, we request your consideration to waive the \$50.00 application fee. As in the past, we also request the use of students enrolled in our Criminal Justice/Peace Officer program (formerly known as our Law Enforcement program) to provide the necessary police presence required. This is an excellent way for our students to be involved in this community-wide event.

Please don't hesitate to contact me, my Executive Assistant Stephanie Untiedt stephanie.untiedt@fdltcc.edu or Foundation Board Chair, Kate Mason kate@northwoodscu.org with any questions you may have. Thank you for considering our request.

Respectfully,

A handwritten signature in black ink that reads "Anita Hanson". The signature is written in a cursive, flowing style.

Anita Hanson
President

Fond du Lac Tribal and Community College
Office: (218) 879-0804 or anita.hanson@fdltcc.edu



Department of the Treasury
Internal Revenue Service

P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248421964
Oct. 28, 2011 LTR 4168C E0
41-1849304 000000 00

00014664

BODC: TE

FOND DU LAC TRIBAL AND COMMUNITY
COLLEGE FOUNDATION
~~PO BOX 169~~ 2101 14th St.
CLOQUET MN 55720-0169



110522

Employer Identification Number: 41-1849304
Person to Contact: MS. MITCHELL
Toll Free Telephone Number: 1-877-829-5500

Dear TAXPAYER:

This is in response to your Oct. 19, 2011, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in NOVEMBER 1997.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Please refer to our website www.irs.gov/efo for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.



Minnesota Department of Public Safety
Alcohol and Gambling Enforcement Division
445 Minnesota Street, Suite 222, St. Paul, MN 55101
651-201-7500 Fax 651-297-5259 TTY 651-282-6555
**APPLICATION AND PERMIT FOR A 1 DAY
TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

Name of organization		Date organized	Tax exempt number
Fond du Lac Tribal and Community College Foundation		11/1997	41-1849304
Address	City	State	Zip Code
2101 14th Street	Cloquet	Minnesota	55720
Name of person making application		Business phone	Home phone
Anita Hanson, President FDLTCC		218-879-0804	
Date(s) of event	Type of organization		
Thursday, January 15, 2026	<input type="checkbox"/> Club <input type="checkbox"/> Charitable <input type="checkbox"/> Religious <input checked="" type="checkbox"/> Other non-profit		
Organization officer's name	City	State	Zip Code
Kate Mason	Cloquet	Minnesota	55720
Organization officer's name	City	State	Zip Code
Steve Thomas	Cloquet	Minnesota	55720
Organization officer's name	City	State	Zip Code
Sharalee Maslowski	Cloquet	Minnesota	55720
Organization officer's name	City	State	Zip Code
Curt Rainey	Cloquet	Minnesota	55720

Location where permit will be used. If an outdoor area, describe.
Fond du Lac Tribal and Community College - Commons Area
2101 14th Street, Cloquet, MN 55720

If the applicant will contract for intoxicating liquor service give the name and address of the liquor license providing the service.
Cold One Liquor
904 Highway 33 South, Cloquet, MN 55720

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.
Reliable Insurance Agency; \$1,000,000

APPROVAL

APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL AND GAMBLING ENFORCEMENT

City or County approving the license	Date Approved
Fee Amount	Permit Date
Date Fee Paid	City or County E-mail Address
	City or County Phone Number

Signature City Clerk or County Official

Approved Director Alcohol and Gambling Enforcement

CLERKS NOTICE: Submit this form to Alcohol and Gambling Enforcement Division 30 days prior to event.

ONE SUBMISSION PER EMAIL, APPLICATION ONLY.

PLEASE PROVIDE A VALID E-MAIL ADDRESS FOR THE CITY/COUNTY AS ALL TEMPORARY PERMIT APPROVALS WILL BE SENT BACK VIA EMAIL. E-MAIL THE APPLICATION SIGNED BY CITY/COUNTY TO AGE.TEMPORARYAPPLICATION@STATE.MN.US

Will organization contract for intoxicating liquor? ☒ Yes ☐ No

If yes, please list:

Name of on sale license holder: Cold One Liquor

Address: 904 Highway 33 South

Cloquet, MN 55720

Contact Person: Dean & Alison Crotteau Phone No. 218-879-7533

Full Year On Sale Intoxicating Liquor License No. _____

Will event be outdoors? ☐ Yes ☒ No

What type of enclosure will be used for the outdoor area? N/A

(Area shall be enclosed by a fence or other enclosure)

Describe all types of entertainment to be provided at the event. If entertainment is not planned, describe what will occur.

Food, wine and beer tasting event by area vendors

Days / Times of Entertainment: N/A

Will there be a band? ☐ Yes ☒ No

Will the entertainment be amplified? ☐ Yes ☒ No

Has this organization had any temporary liquor or wine licenses in the City of Cloquet in the past 12 months? ☒ Yes ☐ No

If yes, list the Event and Date(s): January 16, 2025

The City of Cloquet reserves the right to request additional information to assist in the evaluation of this application.

I do hereby swear 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 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.

Signature of Applicant: Anita Hansen

Date: September 24, 2025

Print Name Anita Hanson, President FDLTCC
First Middle Last

FOR CITY USE ONLY: (When applicable)				
	Signature:	Approved:	Denied:	Date:
Police Chief:				
City Administrator:				

Authorization & Release

The undersigned, having filed an application with the City of Cloquet realizing that the City has need to investigate the background and history of the applicant in order to better evaluate his or her application, does hereby authorize and request every law enforcement official and every other person, firm, officer, corporation, association, organization or institution having control of any documents, records or other information pertaining to me to furnish the original or copies of any such documents, records and other information to the City or any of its representatives and to permit said City or any of its representatives to inspect and make copies of any such documents, records and other information. I further authorize any such persons to answer any inquiries, questions or interrogatories concerning the undersigned which may be submitted to them by the City or its authorized representative. I fully understand that the information so obtained by the City may be used by it in its evaluation of my application.

I hereby release and exonerate any person who shall comply with the authorization and request made herein from any and all liability of every nature and kind growing out of and in any way pertaining to the furnishing or inspection of such documents, records and other information.

Data Practices Advisory (*Tennesen Warning*)

Some or all of the information that you are asked to provide on the attached forms are classified by state law as either private or confidential. Private data is information which generally cannot be given to the public, but can be given to the subject of the data. Confidential data is information which generally cannot be given to either the public or the subject of the data.

Our purpose and intended use of this information is to perform background investigations of the applicant, manager and others appearing on the application. This information will be used to determine if it is appropriate for the applicant to be issued a license or permit from the City of Cloquet.

You are not legally required to provide this information. However, failure to furnish the requested information may result in your application being denied.

This information will be used by various City departments in the course of their investigations. In addition, various State and Federal law enforcement agencies may be furnished portions of the information you provide.

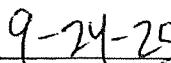
If you have any questions in this regard, please contact the City Administrator's Office at (218) 879-3347.

I read and understand the above information regarding my rights as a subject of government data.

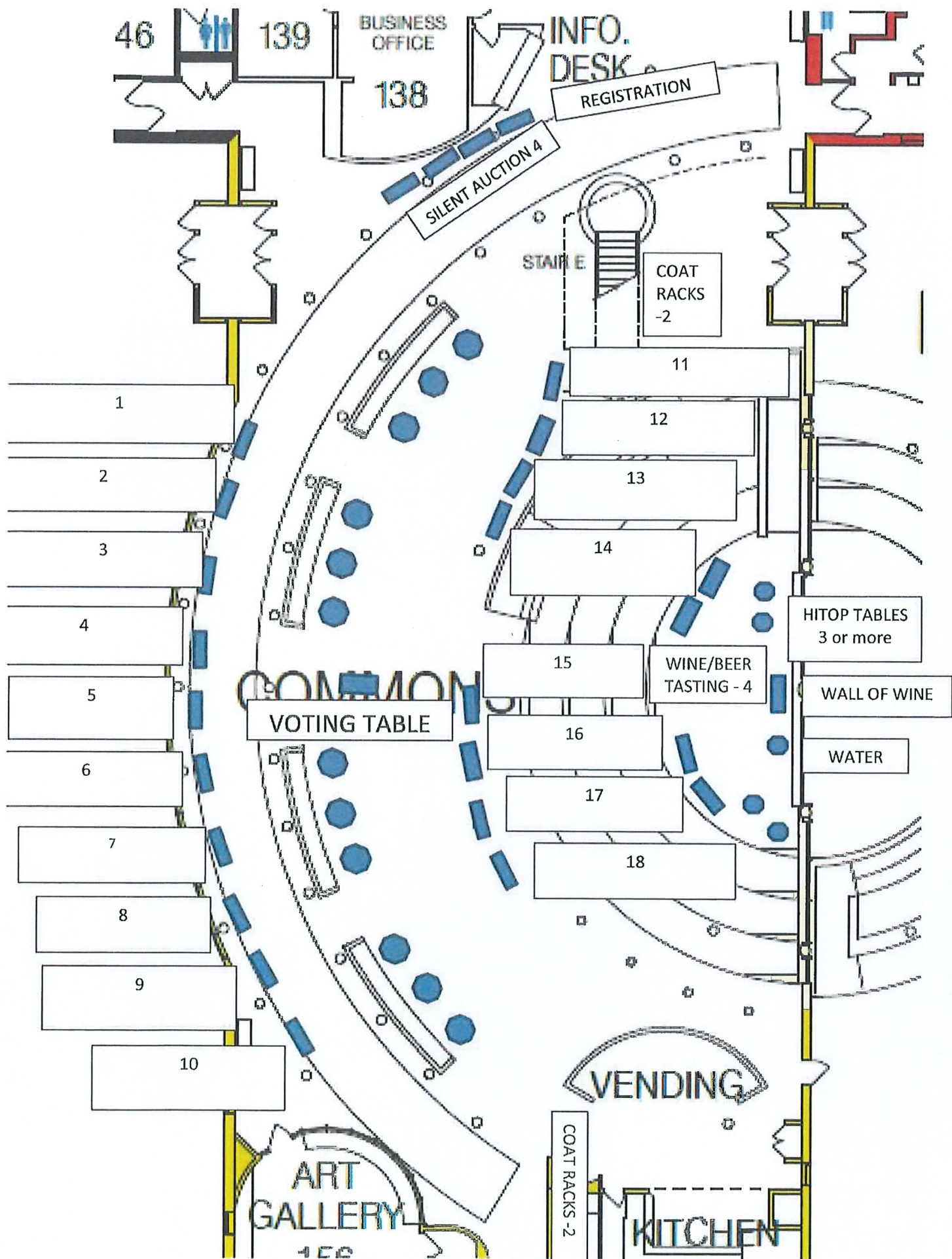
**I HAVE READ AND UNDERSTAND THE ABOVE
AUTHORIZATION & RELEASE AND DATA PRACTICES ADVISORY.**



Signature of Applicant



Date





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/23/2025

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

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

PRODUCER Reliable Agency, Inc PO Box 620 Cloquet MN 55720	CONTACT NAME: Jen Dostal PHONE (A/C, No, Ext): 218-879-4663 E-MAIL ADDRESS: info@reliablemn.com	FAX (A/C, No): 218-879-6619
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Auto-Owners Ins. Co.		18988
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
Fond Du Lac Tribal & Community College Foundation
2101 14th Street
Cloquet MN 55720

FONDDUL-02

COVERAGES

CERTIFICATE NUMBER: 1475982257

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC OTHER:			08059011	11/24/2024	11/24/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Food For Thought event- Jan 2026

Host Liquor Liability included

CERTIFICATE HOLDER

CANCELLATION

City of Cloquet
101 14th Street
Cloquet MN 55720

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



ADMINISTRATIVE OFFICES

101 14th Street Cloquet, MN 55720-1903

Phone: 218.879.3347 Fax: 218.879.6555

www.cloquetmn.gov

REQUEST FOR COUNCIL ACTION

To: Mayor and City Council
From: Tim Peterson, City Administrator *TP*
Date: October 7, 2025

ITEM DESCRIPTION: Approval of Raffle Permit

Proposed Action

Staff recommends that the City Council move to adopt **RESOLUTION NO. 25-59, A RESOLUTION APPROVING APPLICATION FOR EXEMPT PERMIT FOR THE CLOQUET AREA YOUTH WRESTLING ASSOCIATION TO CONDUCT A RAFFLE EVENT AT CLOQUET ARMORY-MINNESOTA NATIONAL GUARD.**

Background/Overview

The City has received an application from the Cloquet Area Youth Wrestling Association for a raffle to be held at their March 7, 2026 fundraising event at the Cloquet Armory-Minnesota National Guard, 801 Highway 33 South.

Policy Objectives

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

Financial/Budget/Grant Considerations

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

Advisory Committee/Commission Action

None.

Supporting Documentation Attached

- Resolution 25-59
- LG220 Application for Exempt Permit

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

RESOLUTION NO. 25-59

**A RESOLUTION APPROVING EXEMPT PERMIT
TO CONDUCT A RAFFLE EVENT FOR THE
CLOQUET AREA YOUTH WRESTLING ASSOCIATION**

WHEREAS, The City of Cloquet received an application from the Cloquet Area Youth Wrestling Association for an Exempt Permit to conduct a raffle event on March 7, 2026 at the Cloquet National Guard Armory.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF CLOQUET, MINNESOTA, That the City Council has reviewed the application of the Cloquet Area Youth Wrestling Association for an Exempt Permit to conduct a raffle event on March 7, 2026 at the Cloquet National Guard Armory, 801 Highway 33 South, and has no objection to the Minnesota Gambling Control Board's issuance of such permit.

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CLOQUET THIS 7TH DAY OF OCTOBER 2025.

Roger Maki, Mayor

ATTEST:

Tim Peterson, City Administrator

I, Tim Peterson, City Administrator of the City of Cloquet, MN, hereby certify that the above is a true and correct copy of the resolution dated October 7, 2025, original of which is on file and of record at City Hall.

Witness my hand and the official seal of the said City this 7th day of October 2025.

City Administrator, City of Cloquet, MN

LG220 Application for Exempt Permit

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

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

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

Application Fee (non-refundable)

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

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

ORGANIZATION INFORMATION

Organization Name: Cloquet Area Youth Wrestling Association

Previous Gambling Permit Number: X- X-93859-19-002

Minnesota Tax ID Number, if any: 43-1952266

Federal Employer ID Number (FEIN), if any: _____

Mailing Address: PO Box 113

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

Name of Chief Executive Officer (CEO): Andrew Elias

CEO Daytime Phone: 218-428-4796 CEO Email: caywa1997@gmail.com

(permit will be emailed to this email address unless otherwise indicated below)

Email permit to (if other than the CEO): andrew.p.elias@gmail.com

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal ☐ Religious ☐ Veterans ☒ Other Nonprofit Organization

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

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

☐ **A current calendar year Certificate of Good Standing**

Don't have a copy? Obtain this certificate from:

MN Secretary of State, Business Services Division
60 Empire Drive, Suite 100
St. Paul, MN 55103

Secretary of State website, phone numbers:
www.sos.state.mn.us
651-296-2803, or toll free 1-877-551-6767

☒ **IRS income tax exemption (501(c)) letter in your organization's name**

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

☐ **IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)**

If your organization falls under a parent organization, attach copies of both of the following:

1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): Cloquet Armory - Minnesota National Guard

Physical Address (do not use P.O. box): 801 Minnesota 33

Check one:

☒ City: Cloquet Zip: 55720 County: Carlton

☐ Township: _____ Zip: _____ County: _____

Date(s) of activity (for raffles, indicate the date of the drawing): 3/7/26

Check each type of gambling activity that your organization will conduct:

☐ Bingo ☐ Paddlewheels ☐ Pull-Tabs ☐ Tipboards ☒ Raffle

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

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

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

- ☐ The application is acknowledged with no waiting period.
- ☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).
- ☐ The application is denied.

Print City Name: _____

Signature of City Personnel: _____

Title: _____ Date: _____

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

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

- ☐ The application is acknowledged with no waiting period.
- ☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.
- ☐ The application is denied.

Print County Name: _____

Signature of County Personnel: _____

Title: _____ Date: _____

TOWNSHIP (if required by the county)

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

Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

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

Chief Executive Officer's Signature:  Date: 9-10-25
(Signature must be CEO's signature; designee may not sign)

Print Name: Andrew Elias

REQUIREMENTS

Complete a separate application for:

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

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

Financial report to be completed within 30 days after the gambling activity is done:

A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.

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

MAIL APPLICATION AND ATTACHMENTS

Mail application with:

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

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

Questions?

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

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the

application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Depart-

ment of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

Memorandum

Date September 23, 2025
To City of Cloquet, Minnesota
From Heather Krauel and Fred Doran, PE, Burns & McDonnell
Subject Host Agreement Audit

On behalf of the City of Cloquet (City), Burns & McDonnell Engineering Company, Inc. (Burns & McDonnell) has completed an audit of records for, and completed a site visit of, the SKB Environmental Cloquet Landfill (SKB) Industrial Waste Landfill, SW-399 (Landfill) to determine if the Landfill is in compliance with the February 15, 2011 Conditional Use Permit (CUP) and the Host Agreement. A summary of the requirements provided in the CUP and the corresponding discoveries are provided below.

The site visit was completed on August 14, 2025, which included an interview with Landfill manager Kyle Backstrom. The following documents were reviewed as part of this effort:

- The application for Permit Renewal, completed by Wenck Associates, Inc. and dated August 2020;
- The Permit Reissuance from the Minnesota Pollution Control Agency (MPCA), dated May 15, 2020;
- City of Cloquet Landfill communication file;
- 2020-2024 MPCA Annual Report Submittal Form (Annual Report);
- 2020-2024 Host Fee Forms; and
- 2011 CUP and Host Agreement.

CUP Approval Conditions

Host Fees

SKB is required to make Host Fee payments to the City in accordance with the CUP and Host Fee Agreement. Host Fee payments are required to be paid on a monthly basis and will be in the amount of \$0.50 per ton (in 2011, adjusted annually for inflation) with the exception of waste used as alternative cover materials and clean soils (up to 20 percent of the annual tonnage), both which are not be subject to the Host Fee. **Table 1** provides a summary of payments made by SKB, the Host Fee rate applied by SKB, and the Host Fee amount calculated by Burns & McDonnell in accordance with the CUP and Host Fee Agreement.

Table 1: Summary of Host Fee Payments and Rate

		2020	2021	2022	2023	2024
A	Host Fees Paid	\$72,094.45	\$154,090.55	\$144,815.51	\$179,304.50	\$105,367.36
B	SKB Host Fee Amount (per Ton) ¹	\$0.59	\$0.60	\$0.62	\$0.64	\$0.66
C	Calculated Host Fee Amount (per Ton) ²	\$0.589	\$0.606	\$0.625	\$0.641	\$0.657

¹ – Host Fee amount from Host Fees spreadsheet provided by SKB Environmental.

² – Host Fee amount adjusted annually based on the change in the CPI – All Urban Consumers – Minneapolis/St. Paul (CPI) as required by the CUP and Host Fee Agreement. Calculation completed by Burns and McDonnell, rounded to the nearest thousandth.

In this audit, Host Fees were calculated using rates rounded to three decimal places (\$0.000), consistent with the CUP and Host Fee Agreement, Section 2. B. . However, it was noted that the application of rounding has been inconsistent across reporting years.

To align with the CUP and Host Fee Agreement, Host Fee rates would need to be consistently calculated to the thousandth place (i.e., 1/10th of a cent). That said, applying three decimal places in practical financial transactions can be cumbersome. Therefore, Burns & McDonnell recommends that while Host Fees should continue to be calculated using the CUP and Host Fee Agreement-defined rate to three decimal places, the resulting fee amounts used in SKB transactions should be rounded to the nearest cent (i.e., two decimal places) before being invoiced or collected. For consistency, future audits should apply the same rounding approach to align with SKB's transaction practices.

Although this differs from the language in the CUP and Host Fee Agreement, it reflects a more realistic and manageable approach. Moving forward, it is recommended that the Host Fee Agreement be updated to formally reflect this rounding method: calculating to three decimal places, then rounding to the nearest cent for payment purposes.

Table 2 and **Table 3** present the disposal quantities reported by SKB and those documented in the Annual Reports. These tables are included to highlight discrepancies between the two data sources. **Table 2** summarizes the quantities reported by SKB, including cover materials, along with the corresponding Host Fee payments calculated based on those values. SKB provided internal spreadsheets used to track Host Fees and disposal quantities. While these figures differ from those in the Annual Reports, SKB has stated in writing that the Annual Report quantities are misreported because the data are compiled and formatted according to state requirements. For the purposes of this audit, the SKB-provided data is considered the most complete and reliable and has been used as the basis for the financial assessment.

Table 2: SKB Environmental Quantity and Associated Fees

	2020	2021	2022	2023	2024
Total Tons Accepted ¹	122,193.98	256,817.58	233,573.41	280,163.28	159,647.52
Recorded Cover Material Used (Ton) ¹	14,014.37	0	0	44,332.78	6,761.39
Host Fee including Cover ^{2,3}	\$71,972.25	\$155,631.45	\$145,983.38	\$179,584.66	\$104,888.42
Host Fee not including Cover ^{2,4}	\$63,717.79	\$155,631.45	\$145,983.38	\$151,167.35	\$100,446.19

¹ – Total tons (including industrial, demolition, and cover) as reported in the Host Fees spreadsheet provided by SKB Environmental.

² – Host Fee used corresponds with Row C in **Table 1**. Cover material used is capped at 20 percent of the total tons accepted.

³ – Host Fee * Total Tons Accepted

⁴ – Host Fee * (Total Tons Accepted - Recorded Cover Material Used)

Table 3 summarizes the total annual tonnage received, as reported in the Annual Reports, along with the corresponding Host Fee payments calculated using the rate defined in the CUP and Host Fee Agreement. The Annual Report data was not used to determine the actual payments owed; the audit relies on SKB's more detailed records extracted from the scale software.

Table 3: Recorded Annual Report Quantity and Associated Fees

	2020	2021	2022	2023	2024
Total Tons Accepted ¹	136,204.35	256,817.57	233,402.40	321,486.60	188,492.40
Recorded Cover Material Used (Ton) ¹	14,014.37	0	0	0	6,761.39
Host Fee including Cover ^{2,3}	\$80,224.36	\$155,631.45	\$145,876.50	\$206,072.91	\$123,839.51
Host Fee not including Cover ^{2,4}	\$71,969.90	\$155,631.45	\$145,876.50	\$206,072.91	\$119,397.27

¹ – Total tons (including industrial, demolition, and cover) as reported in the 2020-2024 Annual Reports.

² – Host Fee used corresponds with Row C in **Table 1**. Cover material used is capped at 20 percent of the total tons accepted.

³ – Host Fee * (Total Tons Accepted - Recorded Cover Material Used), per the CUP.

⁴ – Host Fee * Total Tons Accepted

Note that the Host Fee Agreement exempts payment of host fees for waste used as cover soil (e.g., contaminated soil) provided it does not exceed 20 percent of the annual incoming tonnage. From 2020 through 2024, SKB reported cover soil usage below this threshold each year, indicating compliance with this provision of the agreement.

Burns & McDonnell spoke with SKB on July 7, 2025, who confirmed that SKB collected fees on cover material disposed of at the facility. Although cover materials are typically exempt from Host Fees under the CUP and Host Fee Agreement, this variation was considered when assessing the total amount owed to the City. Since fees were charged to customers for cover material, the corresponding Host Fee should be considered payable to the City.

There are several ways to interpret and analyze the data in this table, including whether the Host Fee is based on SKB's records or Burns & McDonnell's calculations, whether cover material is included or excluded from fee-eligible quantities, and whether the disposal quantities are drawn from SKB's internal tracking or the Annual Reports. **Table 4** summarizes the values reported by SKB and those in the Annual Reports, using the Host Fee rate calculated by Burns & McDonnell in **Table 1**, and assuming that fees were collected on cover material.

Table 4: Host Fee Calculations Overview

Total Amount Paid by SKB ¹ :	\$655,672.37
Quantities Provided by SKB Environmental	
Total Amount, including cover ² :	\$658,060.17
Amount Owed to the City ³	\$2,387.80
Amount Due if cover was excluded per CUP	\$614,568.40
Overpayment if cover was excluded per CUP	\$41,103.97
Quantities from Annual Reports	
Total Amount, including cover ⁴ :	\$711,644.73
Amount Owed to the City ⁵ :	\$55,972.36

¹ – Sum of Row A in **Table 1**

² – Sum of Host Fee including Cover from **Table 2**

³ – SKB Total, including cover - Total Paid by SKB

⁴ – Sum of Host Fee including Cover from **Table 3**

⁵ – Annual Report Total, including cover - Total Paid by SKB

As previously noted, to determine the amount owed to the City in this audit, the Host Fee calculated by Burns & McDonnell was used rather than SKB's because it is consistent with the CUP and Host Agreement guidance. SKB's reported quantities were used rather than the Annual Report quantities since they were pulled directly from the scale software. As stated above, SKB has confirmed in writing that the Annual Report quantities are misreported because the data are compiled and formatted according to state requirements. Although the CUP and Host Agreement specify that cover materials are not included in fees, SKB confirmed that fees were collected on those loads; therefore, cover material was included.

Based on the review of Host Fee payments, SKB has paid a total of \$655,672.37 through the end of 2024 and the amount owed is \$658,060.17, resulting in a difference of approximately \$2,387.80, as shown in **Table 4**. This variance appears to stem from minor rounding discrepancies, most notably, the use of a \$0.60 rate in 2021 rather than \$0.61. Additionally, fees were collected on certain cover materials where they were not intended to be collected, according to the Host Fee form. The overpayment, if cover is excluded per the CUP, is \$41,103.97. Given the minimal shortfall due to minor rounding discrepancies not addressed in the CUP, together with the overpayment on cover material, Burns & McDonnell does not recommend seeking reimbursement.

In addition to the year-over-year Host Fee payments, the Host Fee Agreement outlines a separate minimum payment structure based on the total permitted capacity of the Landfill. The minimum amount of Host Fee that SKB shall pay will total \$1,200,000 based on a permitted capacity of 3,500,000 cubic yards (subject to adjustment). The first milestone of payments will occur when fifty percent of the Landfill has been filled (i.e., 1,772,000 cubic yards) at which time the City shall have been paid \$600,000 in Host Fees. Based on the reported airspace consumed through the end of 2024 (1,882,399 cubic yards), the Landfill is 53.8 percent full, and the first payment milestone has been achieved in 2020. **Table 5** summarizes the airspace currently utilized at the Landfill.



Table 5: Airspace Utilization

	2020	2021	2022	2023	2024
Airspace Used (cy) ¹	134,696	166,834	187,686	250,983	187,080
Airspace Used Cumulative (cy) ²	1,089,816	1,256,650	1,444,336	1,695,319	1,882,399
Ultimate Capacity (cy) ³	3,500,000	3,500,000	3,500,000	3,500,000	3,500,000
Ultimate Capacity Remaining (cy) ⁴	2,467,453	2,300,619	2,112,933	1,861,950	1,674,870

¹ – The airspace used represents the reported value in the Annual Reports of airspace consumed.

² – Permitted Capacity – Permitted Capacity Remaining

³ – Ultimate capacity updated in 2020 permit reissuance resulted in a reduction of the ultimate design capacity from 3,544,000 cubic yards to 3,500,000 cubic yards. The change in capacity was the result of a sump being relocated.

⁴ – The ultimate capacity remaining represents the reported value in the Annual Reports.

Visual Screening Berm

The CUP identified that within one year of approval (or by February 15, 2012) SKB should have constructed a six-foot high visual screening berm topped with coniferous trees along the east side of Hilltop Park. The screening berm was observed to be constructed with vegetation and trees established during the 2015 audit site visit. Based on a site visit conducted on August 14, 2025, the berm has been well maintained and continues to provide effective screening of Landfill operations.

St. Louis River Trail Safety Improvements

The CUP identified that prior to Landfill waste acceptance, appropriate intersection safety controls were to be installed on both the trail and access road from County Highway 45. Based on a site visit conducted on August 14, 2025, safety signage is present in both directions on both the entrance road to the Landfill and the trail.

Operational CUP Conditions

Permit Compliance

SKB was required by the CUP to secure appropriate Local, County, State, and Federal permits prior to Landfill waste acceptance and comply with all applicable provisions, conditions, ordinances, and requirements. Based on record review:

- An MPCA solid waste permit reissuance was issued on May 15, 2020, and expires on May 15, 2030.
- The Carlton County license on file with the City expires on May 31, 2026.
- SKB has an MPCA Industrial Stormwater Permit (MNR05399B) which expires on March 31, 2025. A new permit has been applied for and is waiting for MPCA approval.
- SKB has Industrial Wastewater Discharge Permit No. 110 with Western Lake Superior Sanitary District (WLSSD) which expires on September 30, 2027.

Development Approval

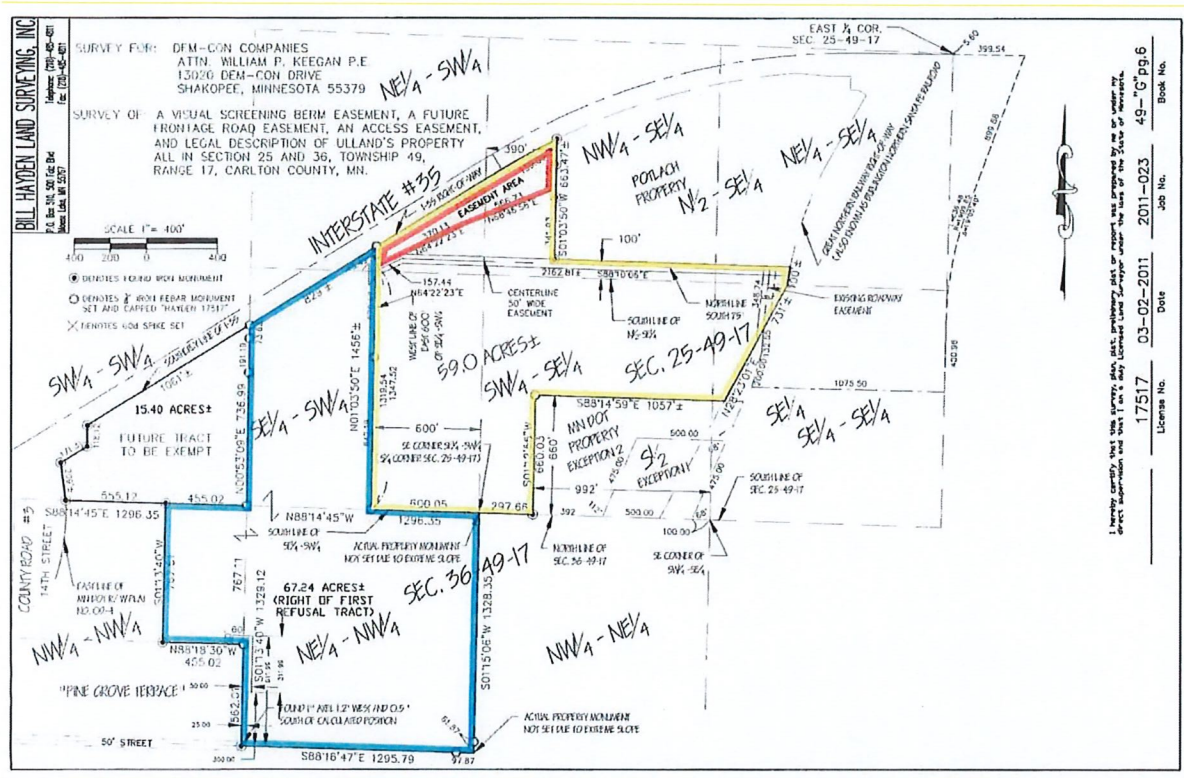
The Landfill property is 59-acres, with 42-acres for Landfill disposal. A 60-foot by 80-foot equipment maintenance building was constructed in 2025. The Landfill height is limited to Elevation 1,228 feet above mean sea level (msl). Stockpile elevations shall not exceed a maximum elevation of 1240 feet msl. Based on the site review on August 14, 2025, Phases 5/6 have been brought to top of final intermediate grades but have not yet received final cover. Waste is currently being placed in Phase 7

and 7A.

SKB has been continually excavating fill from the legacy unlined disposal area for use as subgrade material as well as cover on the active phases, especially on side slopes. During the inspection, the fill that was taken from the legacy unlined area appeared to be clean and was comprised primarily of soil and crushed concrete.

Figure 1 illustrates the property ownership adjacent to the Landfill. The 59-acre Landfill parcel is bounded in yellow. SKB also has a right of first refusal option to purchase the 67.24 acre Ulland Bros. property bounded in blue. The City should be aware that purchase of this parcel by SKB could indicate potential Landfill expansion.

Figure 1: Property Ownership Adjacent to Landfill



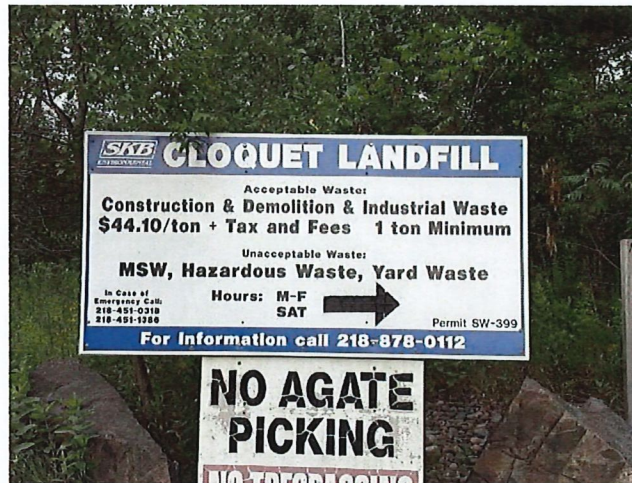
Acceptable/Unacceptable Waste

In 2020, 9 tons of mixed municipal solid waste (MSW) and 1 ton of air filters were rejected. In 2021, 19 tons of mixed MSW were rejected, followed by 14 tons in 2022. In 2023, 250 tons of mixed MSW were rejected. In 2024, 10 tons of mixed MSW and 1 ton of cardboard were also rejected. In many cases, the resolution involved removing the hauler and directing the rejected waste to an appropriate facility, such as the Carlton County Transfer Station.

Operating Hours

Originally, the hours of operation in the CUP were 7 AM – 5 PM Monday through Friday and 7 AM – 1 PM on Saturday, except during periods of construction. The CUP has been modified to allow hours of operation of 7 AM – 5 PM Monday through Saturday. **Figure 2** illustrates the existing site sign located at the public access.

Figure 2: Existing Site Sign



Landfill Access

The CUP limits Landfill access only be from the east off of County Highway 45. Based on the site review during the August 14, 2025, site visit, the only public access to the Landfill is from the east from County Highway 45.

Access Controls

The CUP requires that the Landfill property shall be controlled in such a way to prevent unauthorized dumping by means of fences, gates, and signs. Based on the site review on August 14, 2025, the east and north sides of the Landfill are secured with a fence. A slide gate and signage are in place at the east entrance.

Certified Operations

The CUP requires that SKB shall have an MPCA certified landfill operator present at the facility during all operating hours. MPCA certified landfill operators identified in the 2024 Annual Report are Mark Janke, Doug Reichel, Kyle Backstrom, Tim Skallet, John Nastali, Joe Markon, Jim King, and Vimla Ramsaroop. According to the Landfill manager, all of the operators listed on the annual report are currently certified.

Litter/Debris Clean Up

Pursuant to the CUP, SKB is responsible for the clean-up of all litter and debris resulting from Landfill operations on adjacent property, ditches, and access roads. The Landfill manager indicates that they can hire temporary labor for litter control as well as using Landfill staff. He also indicated that litter is not a major issue with industrial and construction/demolition waste. The site was clean during the August 14, 2025, site visit.

Dust, Noise, and Odor Control

The CUP requires that dust, noise, and odor from Landfill operations shall be kept to a minimum. There have been no recent valid public dust, noise, or odor complaints. The City and the Landfill manager stated that they have received some noise complaints from residents who thought the noise was coming from the landfill, when the source of the noise was determined to be coming from the adjacent asphalt plant. To help address these concerns and provide clarity, the City requested a sound monitoring study (Study) to measure existing sound levels in the residential area southwest of the Landfill. The average sound levels ($L_{eq}/L_{10}/L_{50}$) measured at the meter locations during the operational time period, 9 p.m. hour of July 12, 2022, were no louder than the average sound levels measured during the non-operational 9 p.m. hour of July 13 and 14, 2022.

As outlined in the 2024 Annual Report, methane monitoring results from the sampling events ranged from 0% to 84.5%. Measurements were taken using an MRU Optimax Landfill Gas Analyzer after allowing the cleanouts to remain open to the

atmosphere for five minutes to ensure stabilized readings. Quarterly methane monitoring has been conducted since the liner system was installed in late 2011, with historical data from 2014 onward demonstrating variability in methane concentrations within the landfill cells. Gas monitoring, as required by permit SW-399, has shown methane concentrations between 50-70% by volume in some of the leachate collection cleanouts. As part of the Phase 7 Cell expansion, a new cleanout was installed along the southwest perimeter. This new location will be included in the routine monitoring program and sampled quarterly, consistent with the schedule for the existing cleanouts. Notably, no methane has been detected beyond the perimeter of the landfill.

Presence of methane may be due to the organic content of some of the industrial waste disposed, such as paper making sludge. Note that sheetrock is a common waste type received at the Landfill; a degradation product of sheetrock is hydrogen sulfide, an odiferous compound which can be toxic in confined space. An eductor pump was installed between two of the leachate side slope risers and has helped to reduce the concentration of hydrogen sulfide in the leachate. A landfill gas control system will allow SKB to respond if odors or gas generation become an issue.

Aesthetic Control

The CUP requires that waste areas shall be covered as outlined in the MPCA permit and the CUP. Disposal areas not receiving waste for longer than 120 days shall be covered with 12-inches of intermediate cover. Soil cover was observed to be sufficient during the August 14, 2025, site visit.

Vector Control

Pursuant to the CUP, vectors shall be controlled, as necessary. Based on the type of waste received, the Landfill manager reports that there have been no vector issues.

Fire Protection

The CUP requires that the Landfill shall be operated in accordance with the Fire Protection Plan. In addition to operating the Landfill in a safe and responsible manner, specific requirements of the Fire Protection Plan include: maintain the access road to the fire hydrant on 14th Street for year-round access; provide Knox Boxes on each entrance gate with keys for access to the facility; access and keys to the on-site water tanker truck provided to the Fire District in the event of a fire; access provided to the high capacity leachate pump located in the sump of the Landfill; material storage and quantities maintained as outlined in the permit application; wood stockpiles positioned on-site to maximize separation from the Sappi wood storage yard; use of leachate for fire management will be at the discretion of the Fire Department (lined footprint only); and water used for fire controls off the lined footprint will be taken from the city water hydrant. The following observations were made during the August 14, 2025, site visit:

- Access is maintained to the fire hydrant on 14th Street;
- Knox boxes were observed on the Sappi entrance gate and the gate at the landfill near the scale;
- A filled water truck is parked immediately north of the Landfill office;
- There were no wood stockpiles on Landfill property; and
- A connection is available at the Phase 1 side slope riser to access leachate if necessary for fire control within the Landfill footprint.

City Inspection

The CUP requires that the City and its agents have the right to inspect the Landfill to verify compliance with the CUP. A site inspection was completed on August 14, 2025. The City indicates there has been no problem with approval from SKB to complete site inspections.

Records

Pursuant to the CUP, the City shall receive copies of regulatory correspondence and the Landfill's operating record shall be made available for review upon request. During the file review, differences in tonnage reported to the City and the MPCA were

noted as described above. No other gaps were identified.

Notifications

Not applicable.

Annual Reporting

Annual Reports shall be submitted to the City summarizing CUP compliance for the preceding year. The City has received Annual Reports from SKB indicating compliance with the CUP.

CUP Condition Enforcement

Not applicable for review.

Supplemental Conditions

End Use Planning

Not applicable for review.

Interstate 35 Frontage Road Easement

Not applicable for review. Note that the City must exercise this easement (see Figure 3 for location) by April 26, 2031.

Leachate Management

Leachate shall be managed such that it does not become a public nuisance and in accordance with the Supplemental Operational Plan. The 2020 Permit Renewal Application indicates that the leachate forcemain is connected to the WLSSD wastewater interceptor to the northwest of the site. The leachate sideslope riser pipes are also equipped to allow for leachate to be pumped directly into a leachate tanker truck for transport, disposal, and treatment, when necessary.

Authorized Wells for Non-Landfilling Purposes

Based on Minnesota Department of Health County Well Index online well search, Minnesota Unique Well Number 774999 is registered to Shamrock Landfill, Inc. and is for non-potable use. In addition, Minnesota Unique Well Number 879871 is registered to Shamrock Landfill, Inc. and is for potable use.

Storage of MSW

All putrescible incidental MSW must be stored in a container no larger than 10 cubic yards and all non-putrescible MSW must be stored in a container no larger than 30 cubic yards and containers must be removed from the site and disposed of weekly or when full. Based on the August 14, 2025, site review, SKB is in compliance with this requirement.

Recycling Storage

All recycling material stockpiles that will remain onsite for longer than 30 days must be located on the northern portion of the site and shall not accumulate in greater quantities than can be recycled within one year. Based on the August 14, 2025, site review, SKB is in compliance with this requirement.

Crushing Activities

Crushing operations on the Landfill shall not occur simultaneously with crushing activities at nearby gravel mining operation. The Landfill manager reports that there have been no crushing operations at the Landfill to date.

Organizational Disclosure

SKB shall disclose all of its owners, members, and/or investors to the City.



Conclusions

Based on the document review and site visit completed by Burns & McDonnell, SKB is in compliance with the Host Agreement and the CUP approved in 2011. Burns & McDonnell has the following recommendations to meet the requirements of the Host Agreement and CUP, and to maintain the protection of human health and the environment for the City:

- After each year, the City should double check the calculation of waste tonnage used as cover soil. The CUP requires that no more than 20 percent of the annual tonnage can be exempt from the host fee.
- It is recommended that SKB collect the Host Fees only on eligible waste and not cover material.
- The City should review future permit renewal applications and MPCA draft permits to verify that the ultimate design does not exceed 3,500,000 cubic yards. The redesign of the base grades in the 2020 permit reissuance resulted in a reduction of the ultimate design capacity from 3,544,000 cubic yards to 3,500,000 cubic yards. The change in capacity was the result of a sump being relocated.
- The City should verify annually that the safety signage where the St. Louis River Trail crosses the Landfill entrance road is maintained.
- SKB should maintain their state, county, and local permits and provide the City with copies of new or renewed permits when received.
- SKB should inform the City when they intend to purchase the adjacent 67.24-acre property currently owned by Ulland Bros.
- SKB should provide the City copies of regulatory communication for record.
- The City could exercise the easement for a future frontage road by April 26, 2031.
- Burns & McDonnell recommends calculating Host Fee using the CUP-defined rate to three decimal places; however, the resulting amounts should be rounded to the nearest cent (two decimal places) before invoicing or collection to reflect practical financial transaction standards. Future audits should apply the same rounding method for consistency with SKB's practices. A memorandum of understanding between SKB and the City could be drafted to indicate:
 - "The City of Cloquet and SKB Environmental agree that, for purposes of calculating Host Fees under the Host Agreement and CUP, rates shall continue to be determined using the method prescribed in the CUP (i.e., based on CPI changes and subject to the annual 3% cap and \$1.00 per ton maximum). For administrative consistency, the rate will be calculated to three decimal places, but the resulting fee amounts will be rounded to the nearest cent for invoicing and payment."
- It is recommended that SKB notify the MPCA of the misreported annual tonnages and include the City on all correspondence.

HAK/FJD/MJR

cc: Holly Hansen, Community Development Director
John Kelley, Planning & Zoning Administrator
Tim Peterson, City Administrator



MAYOR'S PROCLAMATION

City of Cloquet

WHEREAS: Manufacturing's \$58.8 billion contribution to the state's economy in 2024 represents 12% of the state's gross domestic product; and

WHEREAS: Manufacturing is a reliable career pathway in Minnesota, with more than 93,000 job openings for manufacturing production positions through 2032; and

WHEREAS: Minnesota manufacturers are pioneering advances across subsectors to ensure the industry will remain competitive for generations to come; and

WHEREAS: More than 8,500 manufacturers across the state create products that Minnesotans and people worldwide rely on every day; and

WHEREAS: Minnesota-made goods—from medical devices to farm equipment—carry our state's ingenuity around the globe, bringing \$24.6 billion into the state economy through manufactured exports alone; and

WHEREAS: Behind every Minnesota-made product are highly skilled workers whose creativity, expertise, and dedication strengthen Minnesota's communities and quality of life; and

WHEREAS: Manufacturing careers in Minnesota pay an average annual wage of just under \$83,280, which is \$9,000 (12%) higher than the state's overall average wage in 2024; and

WHEREAS: Manufacturing jobs provide not only family-sustaining wages but also opportunities for growth, innovation, and pride in building things that matter. The City of Cloquet is proudly home to the manufacturing businesses of Sappi North America Division, USG Interiors, Savanna Pallets, Morning Star Woodworks, and other offices that support manufacturing production in the state.

NOW, THEREFORE, I, ROGER MAKI, Mayor of the City of Cloquet, do hereby proclaim *October 2025 as MANUFACTURING MONTH* in the City of Cloquet.



MANUFACTURING MONTH

Roger Maki, Mayor City of Cloquet

2025 Pavement Management Update

Background

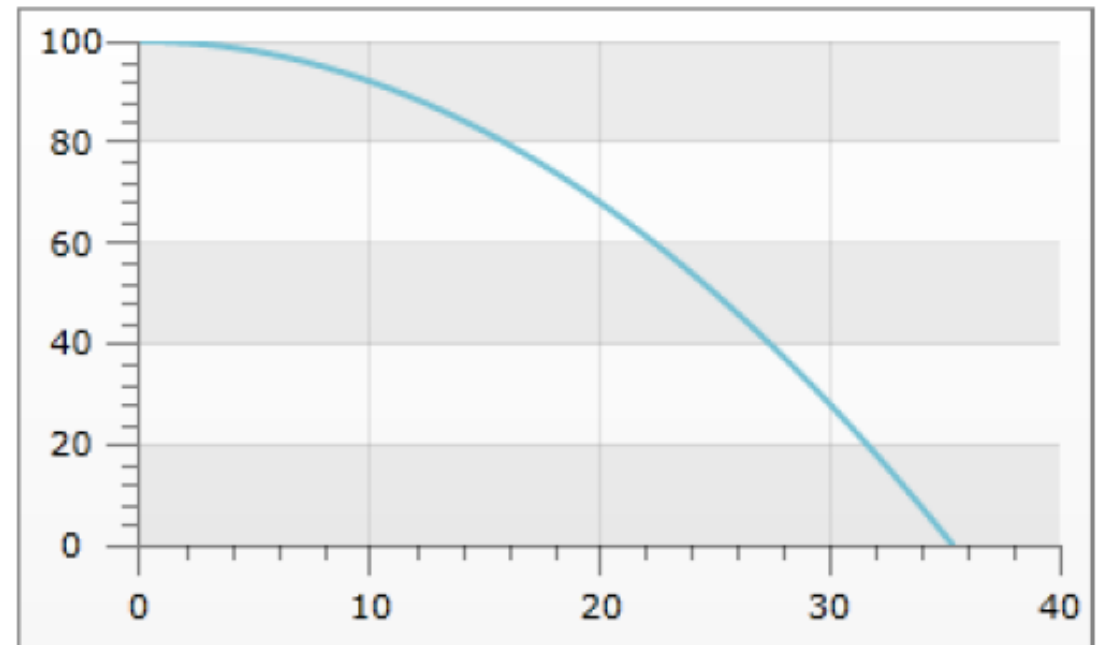
- Pavement Management
 - Software used to track data on pavement networks
 - Pavement Condition Index (PCI) is a rating on a scale of 0 to 100 of the condition of the pavement
 - Deterioration of pavement can be forecasted based on pavement age

Deterioration Forecast

The Pavement Management Software utilizes this equation to forecast future pavement conditions based on age

$$Y = A + B*X + C*X^2 + D*X^3 + E*X^4$$

Strategy	A	B	C	D	E	Max Life
AC Construction	100	0	-0.08	0	0	35.36
Mill and Overlay	100	0	-0.15	0	0	25.82
FDR	100	0	-0.1	0	0	31.62



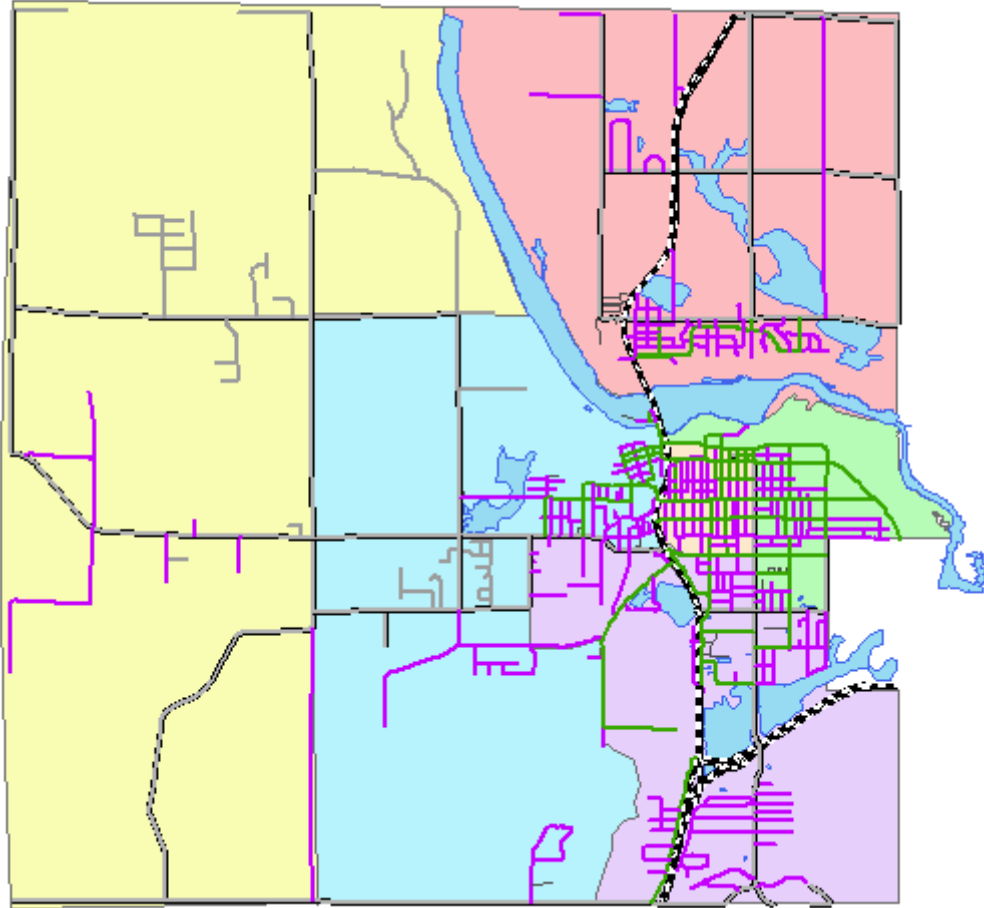
History

- Implemented in 2017 Pavement Management tool
 - Establish an inventory of all street , alley, parking lots through out the city
 - Conduct initial pavement ratings on streets paved with concrete and asphalt (2017)
 - Enter the data in to ICON (Pavement Management Software) which tracks the data and can be used to forecast future pavement conditions
 - Conduct periodic pavement condition assessments (2021 and 2025)
 - Enter data on maintenance and reconstruction (annually)

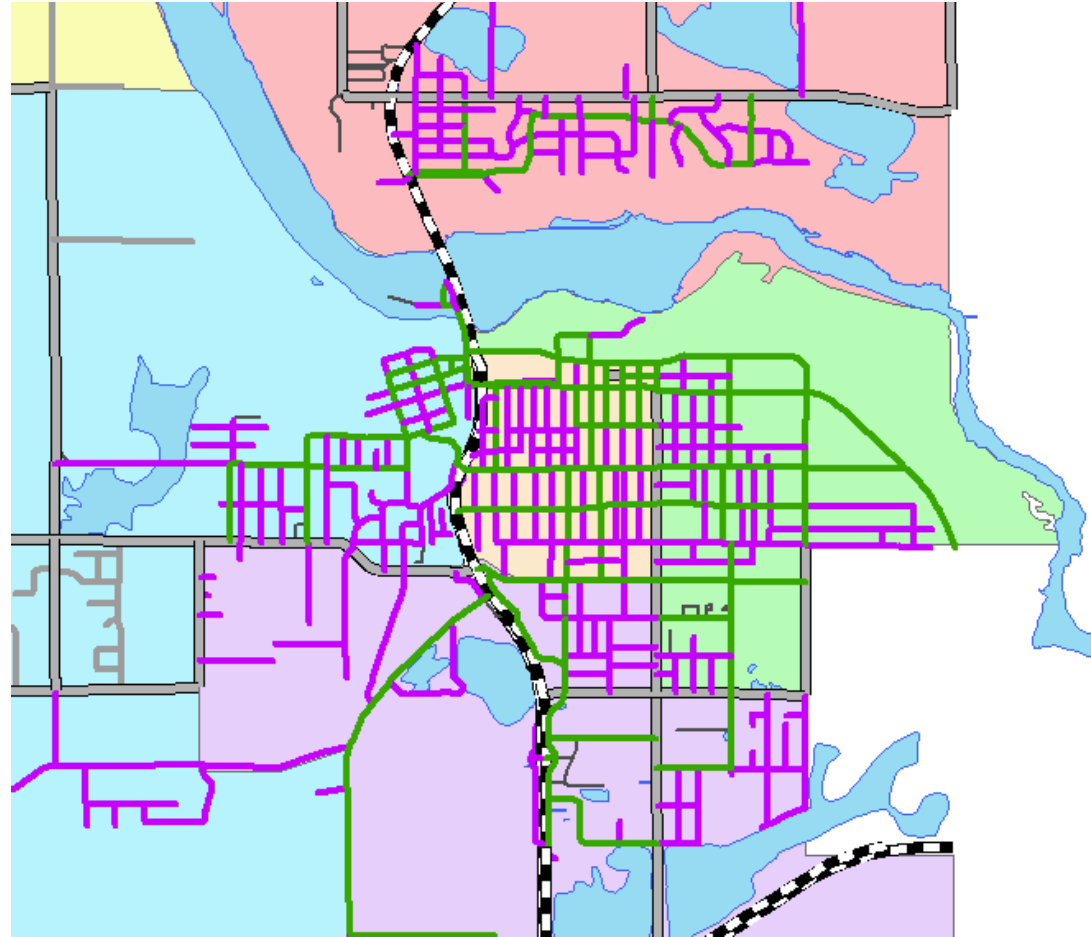
Goals of Pavement Management

- Track Conditions
- Forecast Needs
- Maximize Investment Value

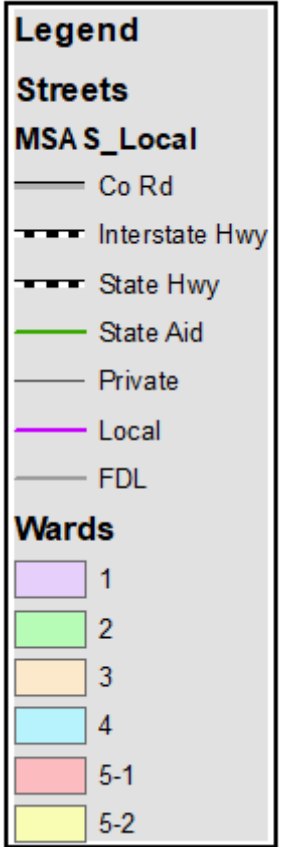
Street Inventory



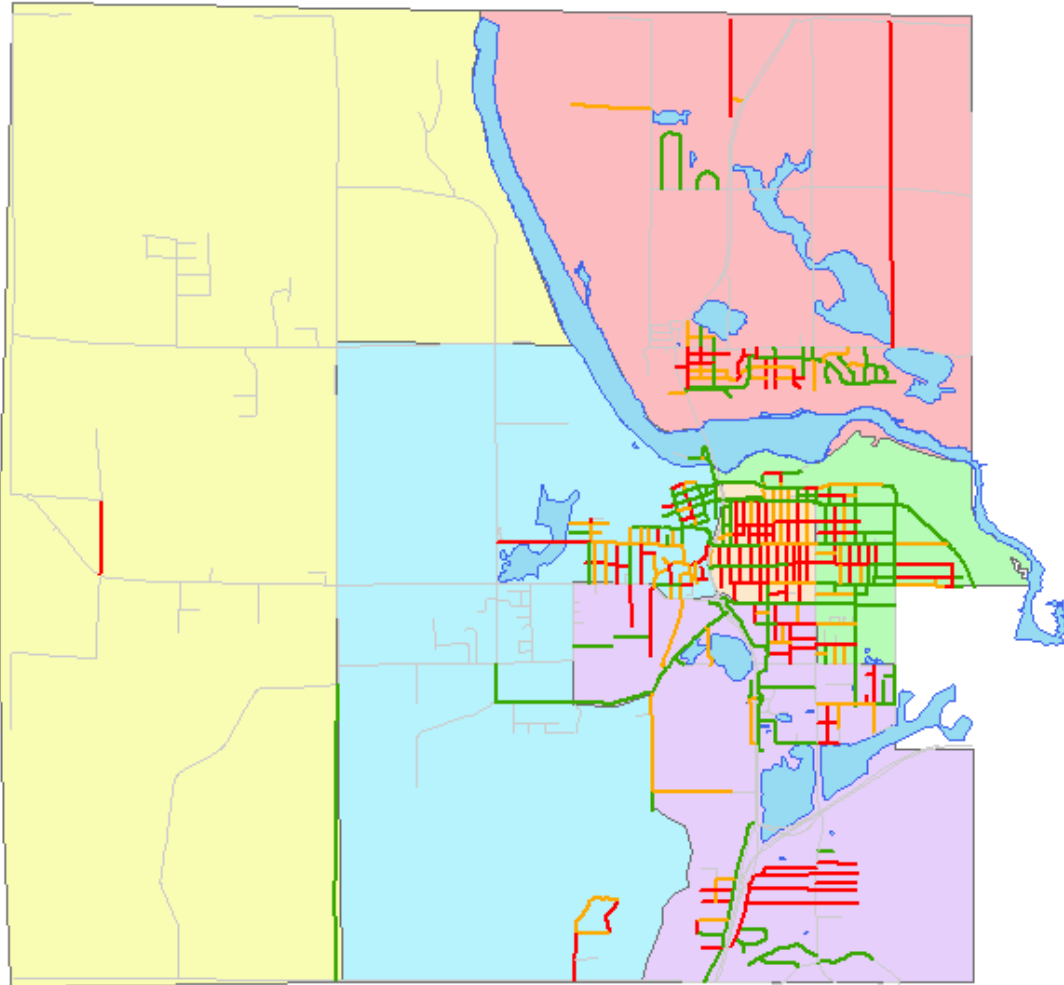
Entire City



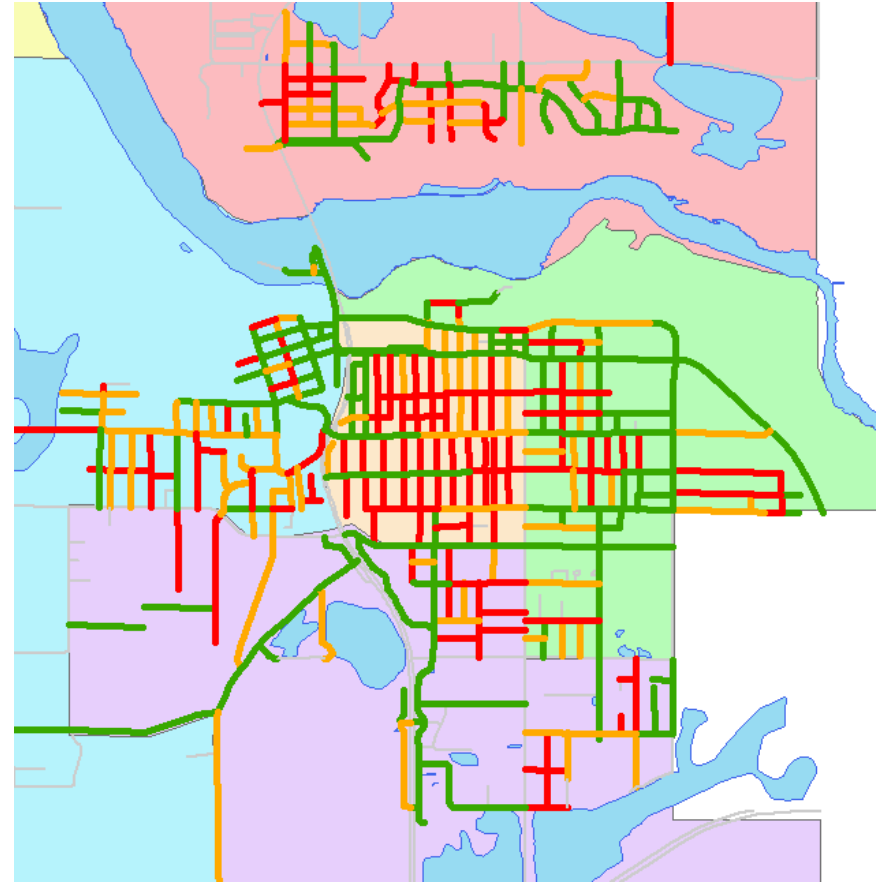
Urban Area Detail



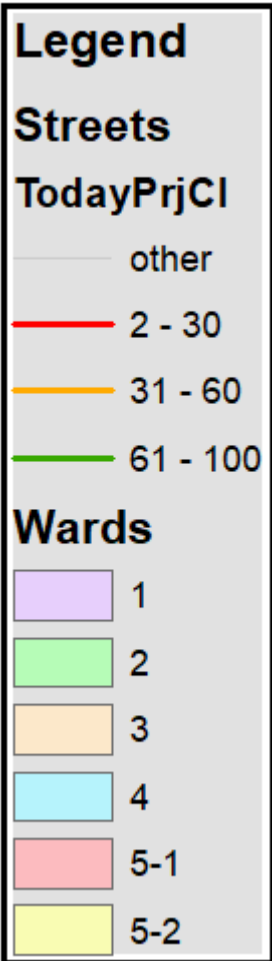
2025 Pavement Condition Map



Entire City



Urban Area Detail



Existing Pavement Inventory

Pavement Functional Class Breakdown				
Class	Miles	% of System	2017 Ave PCI	2025 Ave PCI
State Aid	23.1	26%	64 *	69
Local	54.3	62%	64 *	40
Alley	5.2	6%	58	30
Parking Lot	3.3 **	4%	62	68
Trail	1.5	2%	N/A	69
Total	87.5			

** parking lot area of 524,650 SF converted to an equivalent mileage of 3.3 miles

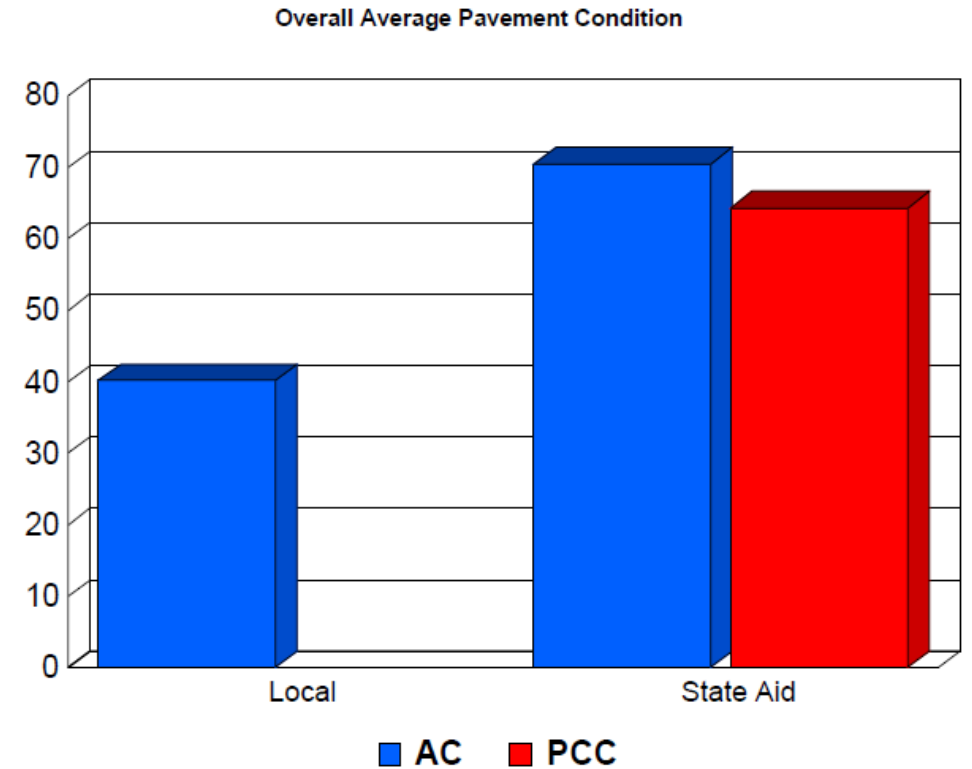
* 2017 ratings were not split – 64 PCI was average for state aid and local

Investments in Pavement (2000-2025)

Historical Funding Pavement Projects (2000-2025)					
Total Cost	State Aid	Grants	Sales Tax	Street Assessments	Local
	47%	13%	29%	7%	8%
\$ 18,543,826	\$ 8,697,066	\$ 2,379,000	\$ 5,319,653	\$ 1,207,516	\$ 1,540,966

Divide between State Aid and Local

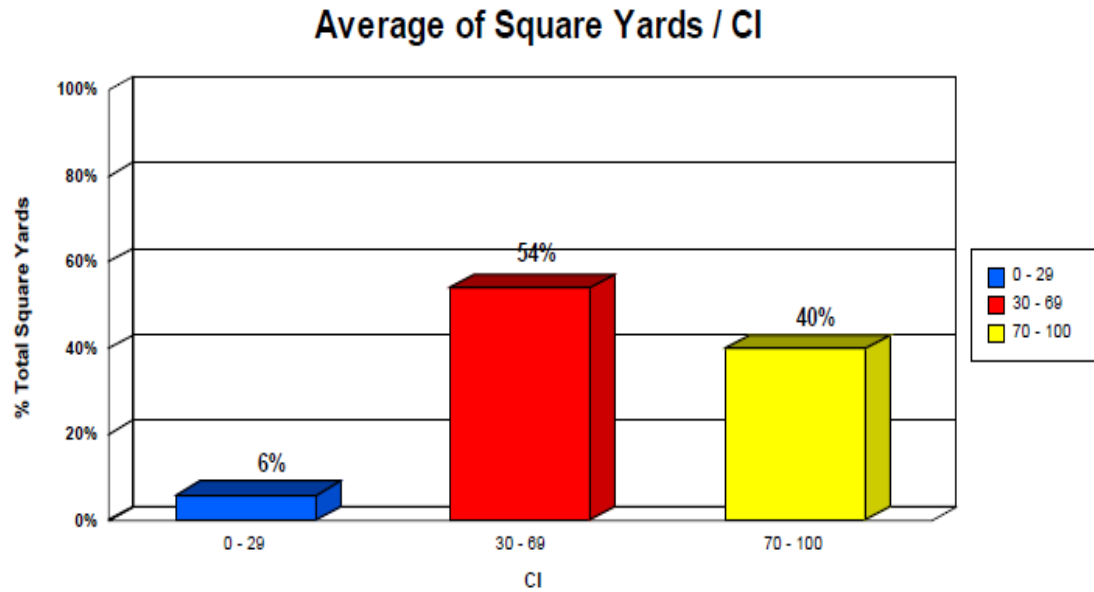
State Aid streets average PCI is significantly higher than Local streets



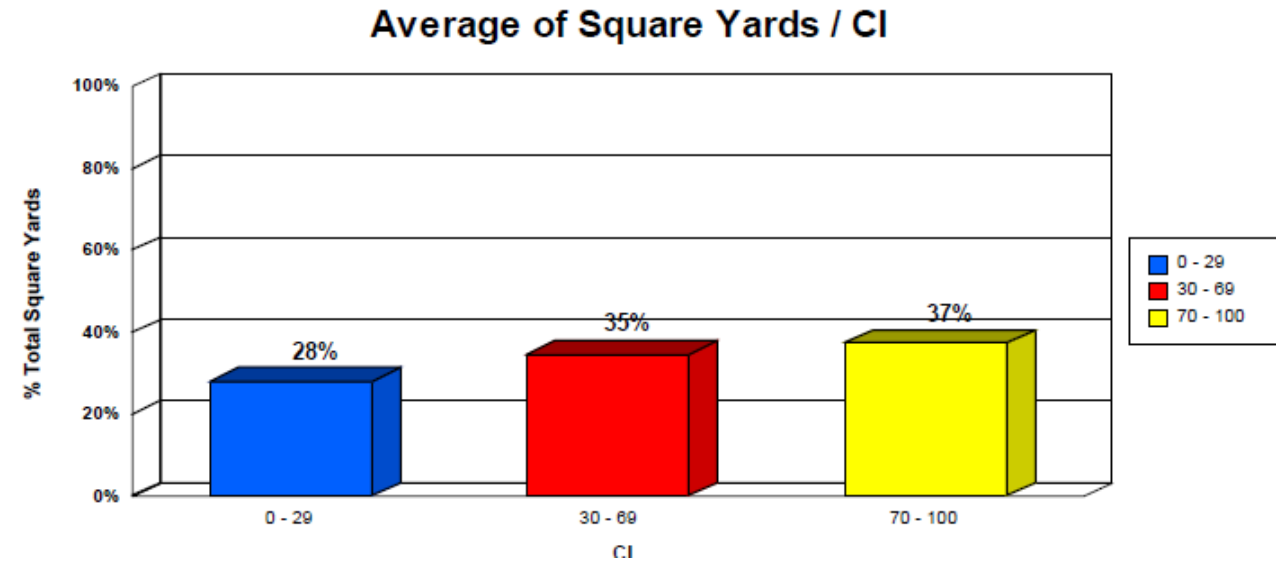
Network Alternative	Surface Type	Average CI
Local	AC	40
State Aid	AC	71
State Aid	PCC	64

Pavement Condition History

2017



2025



Local PCI forecast – Do Nothing for 20 yrs

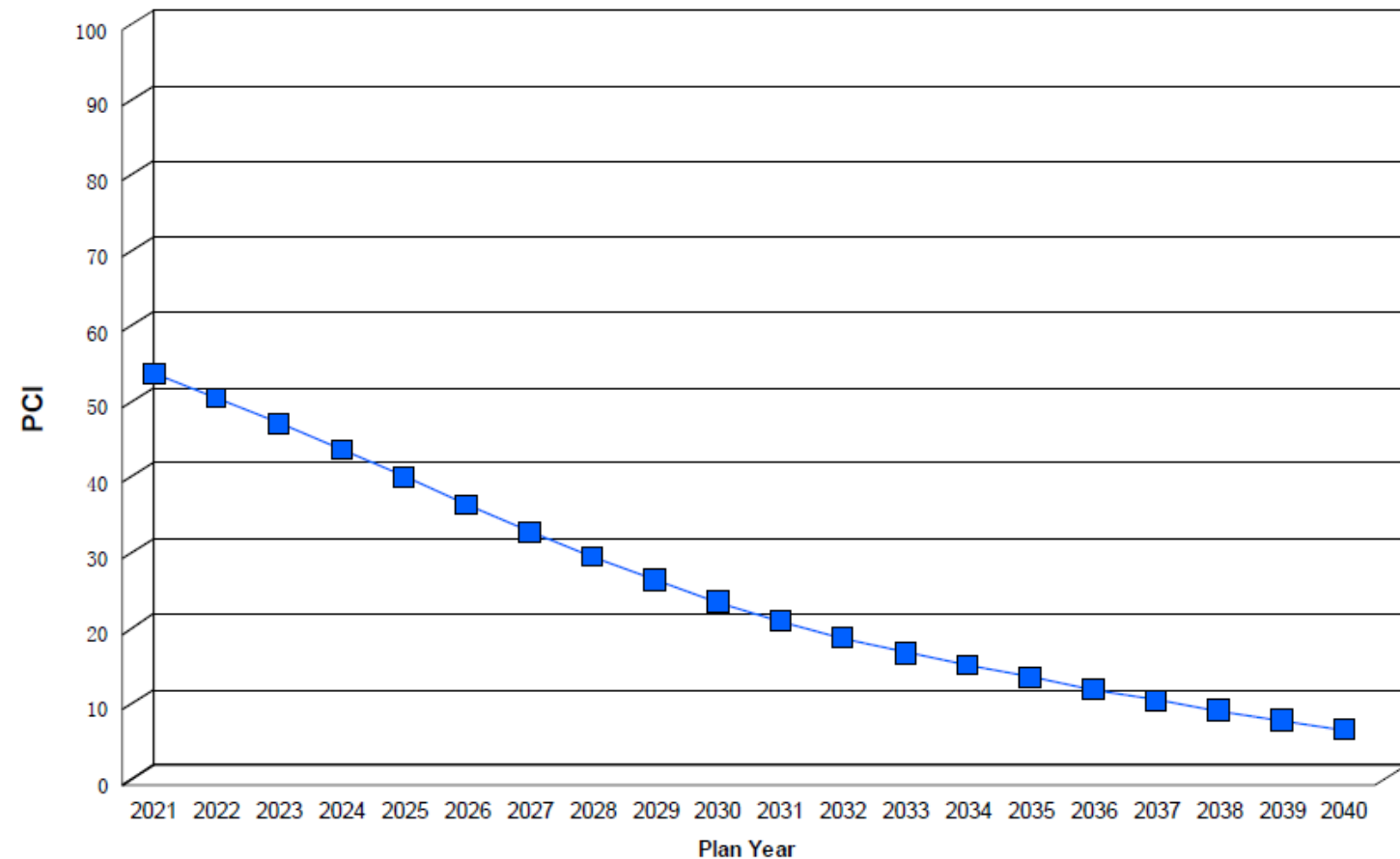
Scenario Name: 2021 - local do nothing 20 yr

Average Condition

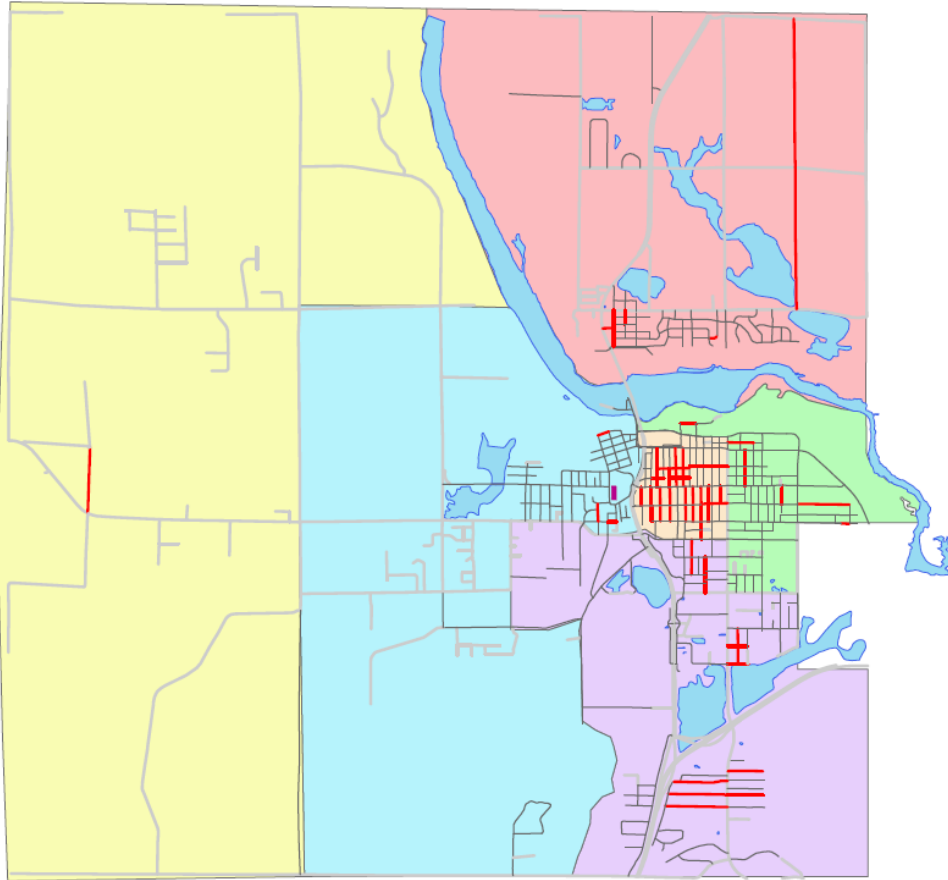
This projection was done in
2021

Measured actual PCI
Local Average PCI 2021 = 54
Local Average PCI 2025 = 40

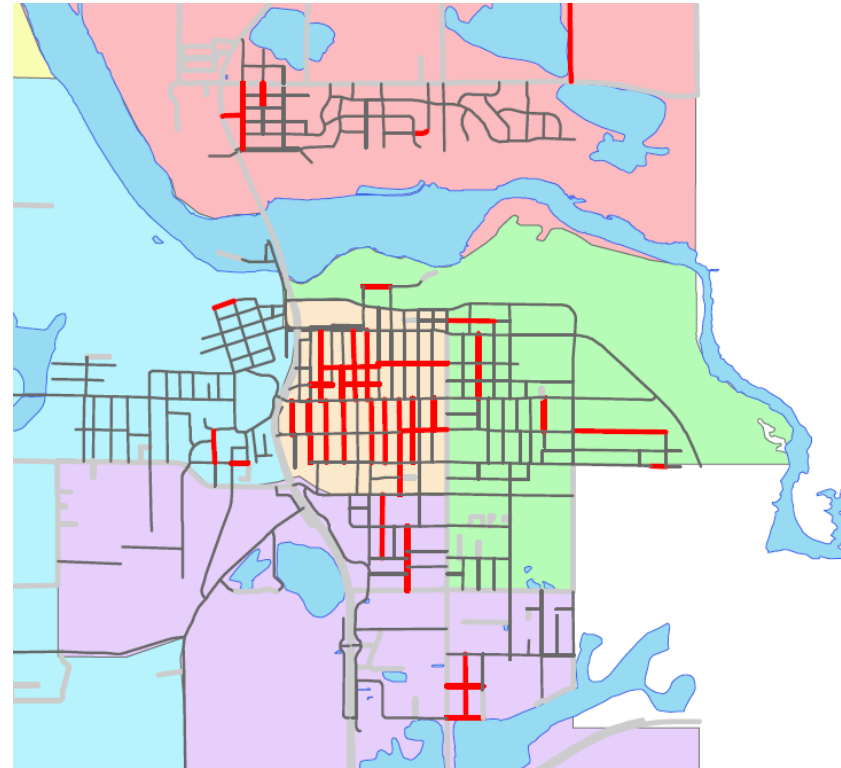
Local Projected future PCI
2035 = 12



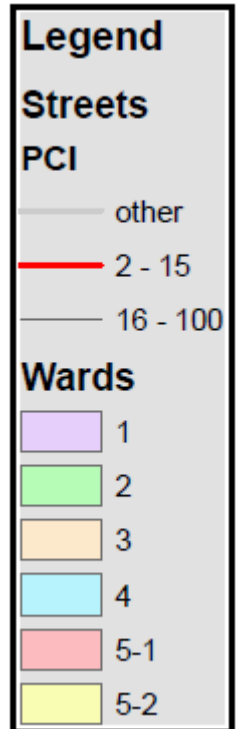
Where are the worst streets in the network



Entire City



Urban Area Detail



Funding Options - \$1-1.5 Million/yr Target

- Property Taxes
 - Not feasible for immediate cash flow (represents 33%+ increase)
 - Requires the City to adopt a debt service model for most road projects.
- Special Assessments
 - Can't exceed value added to properties
 - Increased legal costs
- Franchise Fees
 - Only estimated at \$4-500,000/year
 - Concerns with taxation transparency
- Sales Tax Extension (Voter Approved)
 - Requires Legislative Action (Duluth Approved)
 - Generates \$1.1-1.3 million/ year
 - No net impact to local property owners
 - 3-years to implement
 - Dedicated funding source with restricted use.



ADMINISTRATIVE OFFICES

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

REQUEST FOR COUNCIL ACTION

To: Mayor and City Council
From: Katie Bloom, Finance Director
Reviewed by: Tim Peterson, City Administrator *TCP*
Date: October 7, 2025

ITEM DESCRIPTION: Approval of the Capital Asset Policy Update

Proposed Action

Staff recommends the Council to approve the updated Capital Asset Policy.

Background/Overview

This policy is used as a set of guidelines for how staff determines whether or not a purchase is capitalized and depreciated over a set amount of time. The last time this policy was updated was in 2004. Therefore, staff is recommending an update to the capitalization threshold from \$5,000 to \$10,000 as well as an addition of "Grouped Asset" language.

Policy Objectives

Policy to provide thresholds for capitalization of assets.

Financial Impacts/Budget/Grant Considerations

N/A

Advisory Committee/Commission Action

Not applicable.

Supporting Documents Attached

Capital Asset Policy

City of Cloquet
Capital Asset Policy

CAPITALIZATION THRESHOLDS

Land and land improvements

All land and land improvements at/over \$5,000 \$10,000 and useful life of at least 5 years.

Vehicles

All licensed and insured vehicles. All other vehicles at/over \$5,000 \$10,000 and useful life of at least 3 years.

Furniture, equipment and machinery

Items at/over \$5,000 \$10,000 and useful life of at least 3 years.

Buildings

Buildings at/over \$1,000 that are insured. Others at/over \$5,000 and useful life of at least 5 years.

Infrastructure

Roads, highways, bridges, etc. valued at/over \$25,000 and with a useful life of at least 5 years.

Grouped Assets

Governmental assets that are purchased together and have a total cost of \$25,000, or more may be capitalized as a grouped asset. Proprietary fund assets that are purchased together and have a total cost of \$10,000, or more may be capitalized as a grouped asset.

Not capitalized

Repairs, overlays, and other routine maintenance costs associated with capital assets that don't materially extend the useful life or increase the value or both.

City of Cloquet
Capital Asset Policy

ESTIMATED USEFUL LIVES

Land – doesn't end.

Land improvements – inexhaustible (excavating, landscaping, etc) doesn't end. Exhaustible (parking lots, tennis courts, etc.) 5 to 30 years.

Vehicles – 3 to 15 years.

Furniture, equipment, and machinery – 3 to 20 years.

Buildings – 5 to 75 years.

Infrastructure – 5 to 99 years.

DEPRECIATION METHOD

Straightline.

Work in Progress - WIP – (unfinished projects) none until finished and transferred to its appropriate category.

Capital Asset Policy Approval

This policy was accepted and approved by the City Council on _____.



ADMINISTRATIVE OFFICES

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

REQUEST FOR COUNCIL ACTION

To: Mayor and City Council
From: Tim Peterson, City Administrator
Date: October 7, 2025

ITEM DESCRIPTION: Fiscal Services Agreement with CAFD

Proposed Action

Staff recommends that the City Council move to approve the Fiscal Agent, Fleet Maintenance, and Snow Removal Services Agreement between the City of Cloquet and Cloquet Area Fire District.

Background/Overview

With the formation of the Cloquet Area Fire District, the City of Cloquet has continued to provide certain assistance to the organization. This assistance has included financial, snow removal, and vehicle maintenance.

As a start up organization, the City had previously agreed to provide these services to help get the organization off the ground. The original agreement was put in place in 2010, and to date, the relationship has worked well and been cost effective for both organizations.

Policy Objectives

The City is a member community of the District. Rather than requiring the District to hire additional staff to manage these responsibilities, the City can provide the same services under a collaborative approach. It allows both parties to be more cost effective as the new organization matures.

Financial/Budget/Grant Considerations

The agreement proposes no change to the cost of service.

Supporting Documentation Attached

- Agreement.

FISCAL AGENT, FLEET MAINTENANCE & SNOW REMOVAL SERVICES AGREEMENT

THIS FISCAL AGENT & FLEET MAINTENANCE SERVICES AGREEMENT ("Agreement") is made this _____ day of _____, 2025, by and between the City of Cloquet, a Minnesota municipal corporation ("the Agent"), and the Cloquet Area Fire District, a Minnesota entity ("the District").

RECITALS:

- A. Minnesota Statute 471.59 authorizes governmental units to exercise joint powers as political subdivisions of the State of Minnesota.
- B. The Agent and the District desire to enter into this Agreement to confirm the terms and conditions of the Agent's retention as fiscal agent, snow removal and provider of fleet services for the District.

AGREEMENTS:

NOW, THEREFORE, in consideration of the mutual promises, agreements and covenants contained in this Agreement, the parties hereby covenant and agree as follows:

1. **Appointment of the Fiscal Agent, Snow Removal, and Provider of Fleet Maintenance Services.** Subject to the terms, conditions and restrictions contained in this Agreement, the District hereby engages and appoints the Agent as a fiscal agent of the District. The Agent will be responsible for the performance of accounting, payroll and financial reporting services, and the Agent accepts such engagement and appointment. Further, the Agent shall be engaged to provide certain fleet service maintenance as required or requested by the District. The Agent hereby agrees to perform the services and duties described in this Agreement for the District during the term of this Agreement.
2. **Term.** The term of this Agreement shall commence on October 1, 2025 and will continue unless extended or terminated earlier in accordance with the terms and provisions of this Agreement or unless either party provides written notice on or before August 15th of any year the Agreement is in effect of their intent to terminate the Agreement at the end of that calendar year.
3. **Authority and Duties of the Fiscal Agent.** The District hereby authorizes the Agent to perform the services set forth in this Agreement, and the Agent hereby agrees to perform the services and duties set forth in this Agreement. The Agent shall:

- (a) Administer general accounting, payroll, and financial reporting for the District and maintain records and forms so as to be easily transferable to any successor fiscal agent;
- (b) Assist, as directed by the Fire Chief, all budget and capital improvement program;
- (c) Provide, and maintain sufficient staff to timely and fully perform the Agent's obligations and duties under this Agreement;
- (d) Provide municipal liability coverage and bond coverage through a reputable firm;
- (e) Maintain any accreditation necessary to the proving of services under this Agreement;
- (f) Perform such other services and duties as the District shall reasonably request.

4. **Authority and Duties for Fleet Maintenance and Snow Removal Services.**

- (a) Provide labor to maintain all fleet vehicles and mobile equipment owned, operated, or leased by the District. With regard to fleet maintenance, the District shall be solely responsible for, and shall pay all expenses for supplies, parts, equipment, and/or tools necessary to maintain or repair the District fleet vehicles and mobile equipment.
- (b) The City will perform snow removal service to the front approach of the public safety building and rear parking areas as necessary. The District will retain responsibility to remove snow from sidewalks and entries, etc.
- (c) Provide, and maintain sufficient staff to timely and fully perform the Agent's obligations and duties under this Agreement;
- (d) Perform such other services and duties as the District shall reasonably request.

5. **Limitations on Authority of the Agent.** The Agent shall not have the authority to perform any of the following acts:

- (a) Committing or binding the District to any contract, or the performance of any services; and,
- (b) Acting beyond the scope of the terms of this Agreement.

6. **Fees.** Subject to the terms, conditions and restrictions contained in this Agreement, and in consideration of the services rendered hereunder during the Term, the District agrees to remit and pay to the Agent the total sum of \$50,000 (\$20,000 fleet, \$25,000 fiscal agent, and \$5,000 snow removal). Such payment shall be made in equal quarterly installments of \$12,500. Notwithstanding anything else contained in this Agreement, upon the renewal of the Agreement the quarterly fee then being paid will be paid while the Agreement remains in effect. The annual fee for service may be adjusted at the time of renewal, or any time thereafter, with the written agreement of both parties.
7. **Expenses.** As part of its compensation, the Agent shall be responsible for, and shall pay, all of the Agent's expenses incurred in performing services or duties for the District, including without limitation, the Agent's office space, employees and staff support (and their employee benefits), out-of-pocket expenses, travel expenses, telephone, equipment and supplies.
8. **Relationship of Parties.** It is understood that the Agent is and shall be deemed to be an independent contractor, and the District and the Agent acknowledge and agree that the relationship created by this Agreement is not that of joint ventures or of employer and employee. The Agent and any employee of the Agent shall not be entitled to participate in any life, disability, accident and health insurance, hospitalization, pension, retirement, or any other employee benefits of the District. The Agent shall not have the authority to bind the District to any contract, agreement or arrangement unless authorized by the District Board.
9. **Termination.** Notwithstanding any provisions of this Agreement to the contrary, this Agreement and the Agent's retention and appointment hereunder may be terminated prior to the expiration of the Term for cause. As used in this Section, the term "cause" shall mean:
 - (a) For termination by the District based upon either:
 - i. The negligence of the Agent in the performance of its services or duties under this Agreement;
 - ii. The willful neglect of the Agent's duties or willful refusal to comply with reasonable requests for services by the District;
 - iii. Dishonesty, theft, fraud or other criminal act on the part of the Agent;
 - iv. The dissolution of the District; or
 - (b) For termination by either the District or the Agent, the other party's breach of its covenants contained herein and the failure by such part to

promptly cure such breach or failure within ten (10) days after a written demand for performance is delivered to such party by the other, specifying such cause.

10. **Indemnification.** The District hereby agrees to indemnify, defend and hold harmless the Agent and its representatives from and against any and all claims, causes of action, liability, losses, costs, expenses, demands, suits and damages, and attorney's fees and disbursements incurred in connection therewith or the defense thereof (collectively, "**Liability**"), caused by or resulting or arising from the Agent's actions in performing duties under this Agreement, except for Liability arising out the negligent or intentional wrongful acts of the Agent in the performance of its duties under this Agreement.
11. **Dispute Resolution Process.**
 - (a) If either party believes that there is a misrepresentation or a violation of the specific terms and conditions of this Agreement, that party may initiate the dispute resolution process by submitting to the other party a written statement outlining the dispute or disagreement. This written statement of dispute shall also be forwarded by the aggrieved party to the District Board (the "Board") at the Board's next scheduled meeting or to the Cloquet City Council (the "Council") at the Council's next scheduled meeting. The Board or Council will then have a three (3) month period to resolve the dispute as to interpretation or application of the terms of this Agreement. If the dispute is not resolved within the three (3) month period, the dispute shall be forwarded by the Board or Council to an appropriate mediation service. The Board or Council may independently call for dispute resolution of any issue by majority vote of its voting members.
 - (b) If either the Council or the Board cannot mutually agree to a resolution through the mediation process as described above within ninety (90) days after the initiation of the mediation process, either the aggrieved party or the Board may submit the issue to binding arbitration pursuant to the Uniform Arbitration Act.
12. **Notices.** All notices that are required or authorized to be given under the terms of this Agreement shall be given in writing by United States certified or registered mail, with postage prepaid, addressed to the party to whom such notice is given, as follows:

AGENT: City of Cloquet
101 14th Street
Cloquet, MN 55720
Attention: City Administrator

DISTRICT: Cloquet Area Fire District
508 Cloquet Avenue
Cloquet, MN 55720
Attention: Fire Chief

Each party, by written notice to the other party, may change the address to which notices are to be sent pursuant to this Section.

13. **No Waiver.** The failure or delay on the part of any party in exercising any right, power or remedies under this Agreement or available to such party at law or in equity, shall not operate or be construed as a waiver of such right, power or remedy. Any waiver of a right, power or remedy under this Agreement must be in writing and signed by the party granting the waiver. The giving of a waiver in one instance or for one purpose shall not create any implied obligation to give a waiver in another instance or for another purpose.
14. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota and any legal action commenced between the parties shall be venued in Carlton County.
15. **Entire Agreement.** The parties hereto agree that this Agreement constitutes the entire understanding of the parties and supersedes and replaces all prior oral or written representations, and that this Agreement shall not be amended, modified or supplemented in any respect except by a subsequent written Agreement signed by both parties hereto.
16. **Successors and Assigns.** The Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and permitted assigns. The rights and duties of the Agent hereunder are personal to the Agent, and may not be assigned by the Agent without the prior written consent of the District.
17. **Severability.** Subject to the provisions of applicable law, in the event that any term or provision of this Agreement, or any part of aspect thereof, shall be deemed by a court of competent jurisdiction to be overly broad in scope or duration or both, the court considering the same shall have the power and authority, and the parties hereby direct such court to exercise such power and authority, to modify such term or provision to limit such scope and duration so that such term or provision is no longer overly broad and to enforce the same as so limited. Subject to the foregoing sentence, in the event that any provisions of this Agreement shall be held to be invalid or unenforceable for any reason, such invalidity or unenforceability shall attach only to such provisions and shall not affect or render invalid or unenforceable any other provision of this Agreement, it being the intent of the parties that the terms and provisions of this Agreement shall be deemed to be severable into separate and independent covenants.

IN WITNESS WHEREOF, the undersigned governmental units have caused this Agreement to be executed by their duly authorized officers effective as of the date and year first written above.

AGENT:

DISTRICT:

CITY OF CLOQUET

CLOQUET AREA FIRE DISTRICT

Signature: _____

Signature: Bruce Blacketter

Name: _____

Name: Bruce Blacketter OR

Its: Mayor

Its: Chair

Date: _____

Date: 9/17/25

Attest: _____

Attest: Jesse Buhs

Tim Peterson, City Administrator

Jesse Buhs, Fire Chief

Tim Peterson

From: Cloquet Country Club <cloquetcountryclub@gmail.com>
Sent: Friday, September 19, 2025 3:00 PM
To: Tim Peterson
Subject: Re: CCC

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

If you could bring it up for the Oct 7th meeting that would be great. We just want the same permission we had last time that we never executed. We would probably wait until the middle of October either way to do it safely and correctly. Let me know if you need anything additional from us. Thank you!!

MC

On Fri, Sep 19, 2025 at 1:29 PM Tim Peterson <TPeterson@cloquetmn.gov> wrote:

Good Afternoon,

This will require permission from the council as they have only approved this for specific periods of time (for instance an hunting season). I do not think that you need to give a presentation again, and I can certainly bring it up for you if you wish. Our next council meeting is not until October 7th, the season goes from September 27 until December 26 I believe, so you would miss a little bit of the season. You might still have golfers though, so maybe not the end of the world.

Let me know what you want me to do and we can try and work with you to get council approval.

Tim Peterson

City Administrator

City of Cloquet

From: Cloquet Country Club <cloquetcountryclub@gmail.com>
Sent: Wednesday, September 17, 2025 2:25 PM
To: Tim Peterson <TPeterson@cloquetmn.gov>
Subject: CCC

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

Tim -

Circling back here on the Goose hunt options for this Fall. We never did end up having to do it last year. Is that something you want us to come to discuss again? Or something that could be on your agenda as something to re-vote/consider without attendance? Any thoughts? They are starting to stack up on us again - with a few different groups of them - as we seem to add to it daily. I know we have some time here, but just want to know what the options are. Let me know what you think when you get a chance. Thanks!

MC

Geese

Find more "Living with wildlife" information:

Most people enjoy seeing Canada geese. The big birds often wear out their welcome, however, when they become too numerous and yards, beaches, and docks are fouled with their feces. These pages explain why problems with geese may arise and provide suggestions for reducing these problems.

Why are there so many geese?

Canada goose populations have dramatically increased in residential and lake home areas because:

- habitat is abundant
- geese have a high reproductive potential and a long life span
- mortality from hunting and other predation is low

Geese live in a particular area that meets their needs for food, reproduction and security. Together these factors provide goose habitat. Geese are grazers that feed primarily on short grasses such as those found in parks, lawns and golf courses. They need feeding sites with open vistas and access to lakes and marshes to escape danger. Golf courses, parks and large lawns next to ponds, marshes and lakes often provide all of these ingredients. Docks, yards and beaches provide secure "loafing" sites for preening and sunning.

Canada geese are extremely prolific. Able to reproduce at 2 or 3 years of age and living to over 10 years, a pair of adult geese raises an average of about 4 young per year. At normal reproduction and mortality, a pond or lake with 3 pairs of adult geese can multiply to nearly 50 birds within 5 years and to over 300 in just 10 years. Being social birds geese congregate in "flocks," except during the nesting season. Most birds in these flocks are related and return to the same nesting and feeding areas every year. Currently, about 25,000 geese spend the summer in the Twin Cities Metropolitan Area. Without hunting seasons and efforts to trap and remove geese, the goose population would likely number 100,000 or more. Without these constraints on the population, the habitat in the seven-county metro area could support an estimated 250,000 geese.

Population management

The main drawback of avoidance methods is that they merely cause geese to move to another property. Increasing goose populations will eventually create a larger "demand" for habitat. This demand, often called "pressure," causes geese to become increasingly resistant to avoidance techniques.

Hunting is the most effective way to control goose populations. Special hunting seasons that target local geese have been established by the DNR. Early seasons are limited to field or upland hunting to prevent conflicts with other recreational uses of lakes. However, at the request of local government, individual lakes and wetlands may be opened.

Controlled hunting can be successful in populated areas. Local governments are encouraged to keep goose hunting open where possible. Citizens concerned with growing goose populations are encouraged to support local government efforts to limit restrictions on hunting where possible. The DNR will provide technical assistance in starting and managing hunts. For more information, contact your local [DNR Area Wildlife Office](#) ([/contact/locator.html](#)).



Questions?

Call 651-296-6157 or 888-646-6367

Email us: info.dnr@state.mn.us 

Sign up for email updates

Email address

Subscribe



© 2025 Minnesota DNR | Equal opportunity employer | Data access | Disclaimers, legal notices and policies | A-Z list



Waterfowl hunting

News & notices

New weekly report

We've updated our weekly compilation (</hunting/waterfowl/report.html>), of state and federal wildlife manager reports and waterfowl surveys. Check the [conservation officer reports](/enforcement/co_report/index.html) (/enforcement/co_report/index.html), for additional information about waterfowl hunter success.

Have a safe hunt

Proper preparation and forethought goes a long way. Wear your lifejacket and be safe on the water and in the marsh when you're out hunting. Use our [guide to safe waterfowl hunting](/safety/boatwater/duck_boat.html) (/safety/boatwater/duck_boat.html), before you head out into the field.

Complete regulations

View the [waterfowl regulations handbook \(PDF\)](#).
(<https://files.dnr.state.mn.us/r/p/regulations/hunting/waterfowl.pdf#view=fit?v=2025.10.01-09.03.23>) for complete hunting regulations and location-specific information. A guide that helps hunters properly identify ducks and geese ([PDF](#)).
(<https://files.dnr.state.mn.us/r/p/regulations/hunting/waterfowl.pdf#page=21?v=2025.10.01-09.03.23>) of Minnesota also is available.

2025 seasons (</hunting/seasons.html#waterfowl>)

Early Teal

Zone	Dates
Statewide	Sept. 6-10

Harvest of blue-winged, green-winged and cinnamon teal allowed.



View early teal shooting restrictions

Ducks, coots, mergansers

Zone	Dates
North	Sept. 27-Nov. 25
Central	Sept. 27-Oct. 5; Oct. 11-Nov. 30
South	Sept. 27-Oct. 5; Oct. 18- Dec. 7

Geese

Zone	Dates
Early goose (statewide)	Sept. 6-21
North	Sept. 27-Dec. 26
Central	Sept. 27-Oct. 5; Oct. 11-Dec. 31
South	Sept. 27-Oct. 5; Oct. 18-Jan. 7, 2026

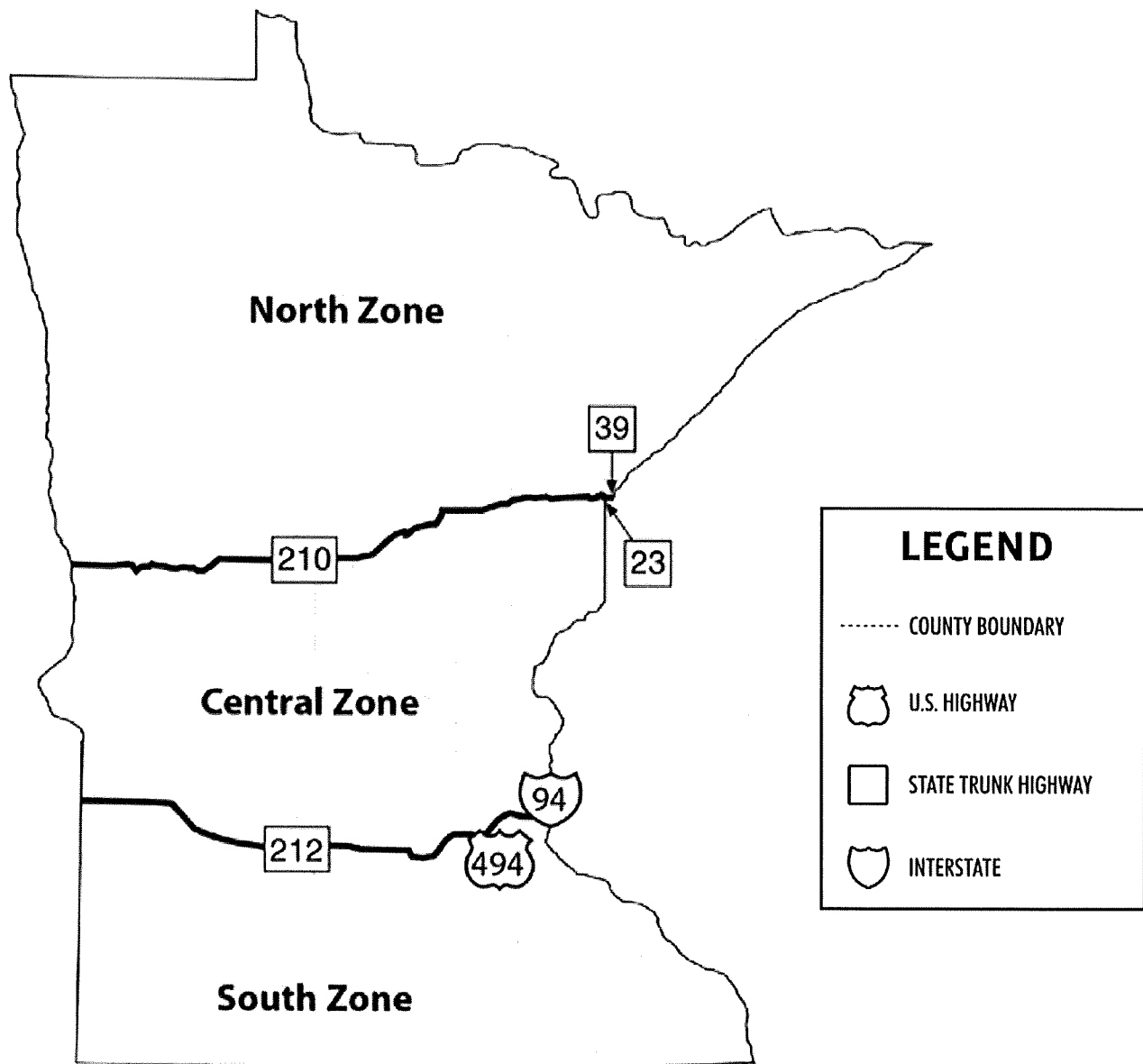
Outlook

Weekly waterfowl report

This [weekly outlook \(/hunting/waterfowl/report.html\)](/hunting/waterfowl/report.html) is updated on Thursdays of each week during the waterfowl hunting season. It is compiled from state and federal wildlife manager reports and waterfowl surveys from across Minnesota.

[Weekly conservation officer reports \(/enforcement/co_report/index.html\)](/enforcement/co_report/index.html) also contain information about waterfowl hunter success.

Zones



(https://images.dnr.state.mn.us/recreation/hunting/waterfowl/waterfowl_zones.png).

Shooting hours

½ hour before sunrise to sunset except early teal season, when shooting cannot begin until sunrise.

[Sunrise and sunset times \(/sunrise-sunset/index.html\)](/sunrise-sunset/index.html)

Daily limits

The combined daily limit for all duck species listed - not including goose - is 6.

Early Teal

Species	Limit
Blue-winged, green-winged, cinnamon	6 combined

Ducks

Species	Limit
Mallard	4 (2 hens)
Wood duck	3
Redhead	2
Canvasback	2
Black duck	2
Pintail	2
All others	6

Scaup (bluebill)

Zone	Dates	Limit
North	Sep.27-Oct. 11	1
	Oct. 12-Nov. 25	2
Central	Sep.27-Oct. 16	1
	Oct. 17-Nov. 30	2
South	Sep.27-Oct. 23	1
	Oct. 24-Dec. 7	2

Coots & moorhen (gallinule)

Species	Limit
Coots & moorhen (gallinule)	15

Mergansers

Species	Limit
---------	-------

Mergansers

5 (no more than 2 of which may be hooded mergansers)

Early goose season

Species	Dates	Limit
Canada, white-fronted, brant	Sept. 6-21	5 combined
Snow, blue snow, Ross's	Sept. 6-21	20

Regular goose season

North zone

Species	Dates	Limit
Canada, white-fronted, brant	Sept. 27-Dec. 26	5 combined
Snow, blue snow, Ross's		20

Central zone

Species	Dates	Limit
Canada, White-fronted, Brant	Sept. 27-Oct. 5; Oct. 11-Dec. 31	5 combined
Snow, Blue snow, Ross's		20

South zone

Species	Dates	Limit
Canada, White-fronted, Brant	Sept. 27-Oct. 5; Oct. 18-Jan. 7, 2026	5 combined
Snow, Blue snow, Ross's		20

The possession limit for all migratory birds is three times the daily limit.

Regulations **(/regulations/hunting/index.html#waterfowl)**

Definitions

- **Migratory game birds:** Defined as ducks, geese, mergansers, coots, moorhens (gallinules), woodcock, rails, snipe, sandhill cranes, and mourning doves.
- **Migratory waterfowl:** Defined as ducks, geese, and mergansers.
- **Undressed bird:** Defined as ducks, or geese or other migratory game birds with one fully-feathered wing attached.

Non-toxic shot required

It is unlawful to take geese, ducks, mergansers, coots, moorhens, or sandhill cranes with lead shot or while having any lead shot in possession. Only shot approved by the U.S. Fish and Wildlife Service may be used.

Opening day possession limit

On the opening day of the season, no person may possess more freshly killed migratory game birds than is allowed by the daily limit.

Retrieval

A person may not kill or wound any migratory game bird without making a reasonable effort to retrieve the bird and include it in the daily limit.

Decoys

- No person may place decoys on public lands or in public waters more than two hours before legal shooting hours for waterfowl.
- No person may leave decoys on public waters between sunset and two hours before legal shooting hours or leave decoys unattended during other times for more than three consecutive hours, except decoys may be left in waters adjacent to private land under control of the hunter where there is not sufficient natural vegetation growing in the water to partially conceal a hunter. A person may not leave decoys in public waters between sunset and one hour before shooting hours if the decoys constitute a navigational hazard.
- Motorized spinning-wing decoys may be used statewide during the early teal season and throughout the entire waterfowl season, including on wildlife management areas.

Field possession limit

No person shall possess, have in custody or transport more than the daily limit or aggregate daily limit, whichever applies, of migratory game birds, tagged or not tagged at or between the place where taken and either:

- a. His or her automobile or principal means of land transportation;
- b. His or her personal abode or temporary transient place of lodging;

- c. Migratory bird preservation facility;
- d. Post office; or
- e. A common carrier facility.

Wanton waste

You must make a reasonable effort to retrieve all migratory game birds that you kill or wound and keep these birds in your actual custody while in the field. You must immediately kill any wounded birds that you retrieve and count those birds toward your daily limit. Birds must remain in your possession while in the field. You may not give your birds to another person in the field regardless of whether or not they are properly tagged.

Learn to hunt

Do you value strong connections to your outdoors and the food you eat? Are you looking for a new way to interact with the fields, woods and waters around you?

Please [check out \(/gohunting/duck-and-goose-hunting.html\)](/gohunting/duck-and-goose-hunting.html) our waterfowl hunting how-to guide to get started.

Management

Hunting is only one aspect of the DNR's effort to manage waterfowl for the public trust. Visit our [waterfowl management page \(/wildlife/waterfowl/index.html\)](/wildlife/waterfowl/index.html) to learn about the many things we do to manage waterfowl for the benefit of all Minnesotans now and into the future.



Questions?

Call 651-296-6157 or 888-646-6367

Email us: info.dnr@state.mn.us 

Sign up for email updates

Email address

Subscribe





DEPARTMENT OF PUBLIC WORKS

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

REQUEST FOR COUNCIL ACTION

To: Mayor and City Council
From: Caleb Peterson, Public Works Director
Reviewed By: Tim Peterson, City Administrator *TP*
Date: October 7, 2025

ITEM DESCRIPTION: Public Works Position Appointment

Proposed Action

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

Background

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

Policy Objectives

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

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

Financial/Budget/Grant Considerations

This position is fully funded as part of the 2025 operating budget.

Advisory Committee/Commission Action

N/A

Supporting Documents Attached

N/A



CLOQUET POLICE DEPARTMENT

DEREK RANDALL
Chief of Police

101 14TH Street
CLOQUET, MINNESOTA 55720-1799
records@ccloquetmn.gov

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

REQUEST FOR COUNCIL ACTION

To: Mayor and City Council
From: Chief Derek Randall
Reviewed By: Tim Peterson, City Administrator *TP*
Date: October 7, 2025

Item Description: 2026 Towards Zero Deaths (TZD) Enforcement Grant

Proposed Action

Staff recommends the City Council move to adopt **RESOLUTION NO. 25-58, A RESOLUTION AUTHORIZING THE CLOQUET POLICE DEPARTMENT TO ENTER INTO A GRANT AGREEMENT IN PARTNERSHIP WITH THE CARLTON COUNTY SHERIFF'S DEPARTMENT AND FOND DU LAC POLICE DEPARTMENT TO ACT AS PRIMARY AGENCY IN THE ADMINISTRATION OF THE REGIONAL TOWARDS ZERO DEATHS (TZD) GRANT** in the amount of \$17,300.00.

Background/Overview

Minnesota Towards Zero Deaths (TZD) is the state's cornerstone traffic safety program, employing an interdisciplinary approach to reducing traffic crashes, injuries, and deaths on Minnesota roads. While individual disciplines have a long history of successful traffic safety programs, TZD aims to tie these together with a common vision and mission for greater success. The TZD program uses data to target areas for improvement and employs proven countermeasures.

The TZD program is administered at the state level by the Office of Traffic Safety (OTS) within the Minnesota Department of Public Safety and the Office of Traffic, Safety, and Technology within the Minnesota Department of Transportation.

The TZD program team partners with local agencies and communities to improve the traffic safety of a designated area. TZD provides technical assistance, materials, and guidance to local groups committed to reducing crashes, fatalities, and severe injuries resulting from them. Periodic enforcement efforts typically focus on traffic safety issues, including speed, DWI, seat belt use, and distracted driving.

The Cloquet Police Department has participated in the TZD program for over a decade. The Cloquet Police Department has been the primary agency administering the program for several years.

To Mayor and Council
TZD Grant
October 7, 2025
Page 2

Policy Objectives

Participating in this program allows the police department to enhance community education related to traffic safety and increase enforcement efforts to reduce crashes. It will allow the Police Department to continue to provide a full level of service to our community.

Financial/Budget/Grant Considerations

Participation in this grant program allows the Cloquet Police Department to be reimbursed for overtime expenses incurred during the enforcement waves.

Supporting Documentation Attached

- Resolution No. 25-58
- Grant Contract Agreement

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

RESOLUTION NO. 25-58

**A RESOLUTION AUTHORIZING THE CLOQUET POLICE DEPARTMENT
TO ENTER INTO A GRANT AGREEMENT, IN PARTNERSHIP WITH THE CARLTON
COUNTY SHERIFF'S DEPARTMENT AND FOND DU LAC POLICE DEPARTMENT,
TO ACT AS THE PRIMARY AGENCY IN THE ADMINISTRATION OF THE
REGIONAL TOWARDS ZERO DEATHS GRANT**

WHEREAS, The Towards Zero Deaths (TZD) Program provides technical assistance, materials, and guidance to local groups that are committed to reducing crashes and fatalities; and

WHEREAS, The Cloquet Police Department has been a participating member in the TZD Program for over a decade; and

WHEREAS, In order to be awarded the TZD Grant, the Department of Public Safety requires a Resolution authorizing participation in the project; and

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF CLOQUET, MINNESOTA, That the Cloquet Police Department be authorized to enter into a grant agreement with the Minnesota Department of Public Safety for traffic safety enforcement projects during the period from October 1, 2025 through September 30, 2026.

BE IT FURTHER RESOLVED that the Cloquet Police Department, through Chief of Police, Derek Randall, Commander David O'Connor and/or Officer Brett Reinsch, are hereby authorized to execute such agreements and amendments as necessary to implement the project on behalf of the Cloquet Police Department and to be the fiscal agent and administer the grant.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CLOQUET THIS 7th
DAY OF OCTOBER 2025.**

Roger Maki, Mayor

ATTEST:

Tim Peterson, City Administrator



Grant Contract Agreement

Page 1 of 2

Minnesota Department of Public Safety ("State") Department of Public Safety, Office of Traffic Safety 445 Minnesota Street, Suite 1620 Saint Paul, Minn., 55101	Grant Program: 2026 Enforcement Grant Contract Agreement No.: A-ENFRC26-2026-CLOQUEPD-034
Grantee: Cloquet Police Department 101 14 ST Cloquet, Minn. 55720-1799	Grant Contract Agreement Term: Effective Date: Oct. 1, 2025 Expiration Date: Sept. 30, 2026
Grantee's Authorized Representative: Brett Reinsch Cloquet Police Department 101 14 ST Cloquet, Minn. 55720-1799 (218) 879-1247 breinsch@cloquetmn.gov	Grant Contract Agreement Amount: Original Agreement \$ 17,300.00 Matching Requirement \$ 0.00
State's Authorized Representative: Aimee Eggen Department of Public Safety, Office of Traffic Safety 445 Minnesota Street, Suite 1620 Saint Paul, Minn., 55101 (651) 600-8018 aimee.eggen@state.mn.us	Federal Funding: CFDA/ALN: 20.608, 20.616, 20.600 FAIN: 69A37525300004020MNO, 69A37525300001640MNA, 69A3752330000405BMNH State Funding: N/A *Special Conditions: If equipment is purchased, a 50 percent match of the item is required. Refer to program manual.

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

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

The Grantee, who is not a state employee, will:

Perform and accomplish such purposes and activities as specified herein and in the Grantee's approved 2026 Enforcement Application which is incorporated by reference into this grant contract agreement and on file with the State at 445 Minnesota Street, Suite 1620, Saint Paul, Minnesota 55101. The Grantee shall also comply with all requirements referenced in the 2026 Enforcement Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<https://app.dps.mn.gov/EGrants>), which are incorporated by reference into this grant contract agreement.

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

Matching Requirements: (If applicable.) As stated in the Grantee's Application, the Grantee certifies that the



matching requirement will be met by the Grantee.

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

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

1. ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

Grant Contract Agreement No./ P.O. No.
A-ENFRC26-2026-CLOQUEPD-034/3000107338

Project No.(indicate N/A if not applicable): 26-04-01

3. STATE AGENCY

Signed: _____
(with delegated authority)

Title: _____

Date: _____

2. GRANTEE

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

Signed: _____

Print Name: _____

Title: _____

Date: _____

Signed: _____

Print Name: _____

Title: _____

Date: _____

Signed: _____

Print Name: _____

Title: _____

Date: _____

Distribution: DPS/FAS
Grantee
State's Authorized Representative

Organization: Cloquet Police Department

2026 Enforcement

EXHIBIT A
A-ENFRC26-2026-CLOQUEPD-034

Budget Summary

Budget				
Budget Category	State Reimbursement	Local Match		
Enforcement-Impaired				
Enforcement - Impaired	\$4,800.00	\$0.00		
Total	\$4,800.00	\$0.00		
Enforcement- Non-Impaired				
Enforce Distr/Spd/MO/Belt	\$10,200.00	\$0.00		
Total	\$10,200.00	\$0.00		
Optional Activities- Impaired				
Optional Activities - DWI	\$900.00	\$0.00		
Total	\$900.00	\$0.00		
Optional Activities- Other				
Optional Activities - Other	\$1,400.00	\$0.00		
Total	\$1,400.00	\$0.00		
Total	\$17,300.00	\$0.00		



DEPARTMENT OF PUBLIC WORKS

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

REQUEST FOR ACTION

To:	Mayor and City Council
From:	Caleb Peterson, Public Works Director
Reviewed By:	Tim Peterson, City Administrator <i>TP</i>
Date:	October 7, 2025

ITEM DESCRIPTION:	Ski Club Agreement
--------------------------	--------------------

Proposed Action

Staff recommends that the City Council move to renew the lease agreement with the Cloquet Ski Club for use of the Pine Valley ski jumps.

Background

The lease agreement with the Ski Club regarding the use of the ski jumps at Pine Valley has expired and must be renewed prior to the 2025 season. The proposed three-year agreement remains unchanged from previous terms, which have proven effective in the past. The City determined that no additional language is necessary in response to the planned rehabilitation of the ski jumps in 2026.

The original agreement was prepared by the City Attorney with the primary objective of limiting the City's liability. Under the terms of the agreement, the Ski Club is required to maintain liability insurance, naming the City as an additional insured. The insurance coverage must meet or exceed the Minnesota statutory limits for municipal liability.

Policy Objectives

Park Master Plan Policy 7.1: Partnerships shall be sought to make unique opportunities available to the community and allow for facilities and programs that would otherwise be difficult to achieve by the City alone.

Park Master Plan Policy 7.4: The City shall require formal agreements with those partners providing resources, programs or activities benefiting the community.

Financial/Budget/Grant Considerations

Under the terms of the agreement, the Ski Club is solely responsible for the operation and maintenance of the ski jumps.

Advisory Committee/Commission Action

The Parks Commission recommended approval of the lease agreement at their September meeting.

Supporting Documents Attached

- 2025-2027 Lease Agreement

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is entered by and between the CITY OF CLOQUET, a municipal corporation and political subdivision of the state of Minnesota (hereinafter referred to as the "City") and the CLOQUET SKI CLUB, a nonprofit corporation organized under the laws of the state of Minnesota (hereinafter "Tenant");

WITNESSTH

1. Leased Premises. City hereby leases to Tenant the City's existing ski jumps in Pine Valley, including the "in runs, landings, and out runs," but excluding all other portions of the Pine Valley Park including the chalet, slalom hills, single track trails and cross country ski trails and rights and appurtenances pertaining thereto, if any, as is more particularly described on Exhibit "A" attached hereto ("Land").

2. Term. The Lease shall continue in force for a term (the "Term") of thirty-six (36) months, commencing on the date this Lease is executed.

3. Rent. As rental for the Lease ("Rent"), Tenant will pay City, at the address specified in Section 14 hereof, or such other address as may be designated by City, the sum of One Dollar (\$1.00) per annum payable in advance on the first day of the Term. The City will have no interest in or claim to any revenues the Tenant obtains from its operations on the Leased Premises, including revenue from concession sales, if any.

4. Utilities and Services. During the Term, City will retain all Utility billings in the City's name and agrees to pay all Utility charges billed, if any, for each month in the Term. As used herein, the term "Utilities" shall include, but not be limited to, all sources of energy, power, or materials necessary or useful in the operation of the Leased Premises, including electricity, gas, water, and sanitary sewer furnished to and for the benefit of the Leased Premises. However, at the option of the City, the cost of water use can be shifted to the Tenant at any time upon thirty (30) day written notice. In addition, the Tenant shall be responsible for arranging and paying for such garbage and snow removal, janitorial services and security services required by its activities and operations.

5. Taxes. In the event real estate taxes are assessed against the Leased Premises or any portion thereof as a result of this Lease, Tenant shall pay all real estate taxes assessed against the Leased Premises and shall not allow same to become delinquent. In

the event Tenant elects to protest or otherwise dispute the amount of any such taxes with the applicable taxing authority, Tenant will indemnify and hold harmless City from such taxes and any penalties thereon until such protest or dispute is resolved and will provide City such security necessary to assure Tenant's payment of such taxes. At Tenant's request and at Tenant's sole cost and expense, City agrees to reasonably cooperate with Tenant to resolve such protest or dispute.

6. Signage Use, Releases. Tenant shall have the right to place signs on the Leased Premises; provided, however, that such signage shall first be approved by the City, and such approval is not to be unreasonably withheld or delayed, and shall comply with all applicable governmental ordinances, rules and regulations. Tenant will comply with all applicable laws, ordinances, rules and regulations of any duly constituted public authority relating to the Leased Premises.

7. Maintenance and Repair.

(a) As set forth in Section 8, the Tenant takes possession of the Leased Premises as is, where is, and without any warranties of any nature, express or implied, except for City's warranty that City has good and marketable title to the Leased Premises. Any and all maintenance, repairs or alterations shall be at the sole responsibility of Tenant at Tenant's expense.

(b) Tenant shall have the right to make such alterations to the Leased Premises as are or may be necessary or required for Tenant's contemplated use of the Leased Premises, so long as Tenant obtains the City's prior written consent and any proposed alterations do not alter or compromise the structural integrity of the Leased Premises.

8. General Housekeeping. The City wishes to maintain Pine Valley Park in a clean, safe and attractive condition for year-round use. Tenant shall remove any unused property and equipment from the leased premises at the conclusion of each ski season. The area around/under the ski jumps and judging stands including "in runs, landings, and out runs," shall be brushed/mowed and cleared of any garbage or debris at least once annually.

9. Condition of the Leases Premises. Tenant has had the opportunity to inspect the Leased Premises, and particularly the ski jumps, prior to executing this Lease and further agrees to do so on a regular basis during the term of the lease. Tenant accepts the

Leased premises as is, where is, and without any warranties of any nature, express or implied, except for City's warranty that the City has good and marketable title to the Leased Premises.

Further the tenant expressly covenants that it accepts the leased premises in "as is, where is" condition and with respect to the existing ski jumps has had the opportunity to arrange for appropriate professional inspection(s) prior to executing this Lease. The Tenant covenants that it shall undertake such inspections of the ski jumps as in its judgment are necessary prior to commencing operations and shall complete any and all repairs or alterations, improvements and maintenance to ensure that the same are in safe, usable, and insurable operating condition before commencing operations on the Leased Premises.

10. Indemnity. Tenant shall defend, indemnify, release and hold harmless the City from any claims, damages or losses whatsoever (whether personal injury, death or property damage) arising out of or connected with this Lease, and specifically the Leased Premises without regard to fault or cause. Tenant's duty to defend, indemnify, release and hold harmless as set forth in this Section extends to claims of tenant and its members, servants, agents, representatives and invitees; to claims from any third party; and to claims of or from Landlord, its officers, officials, servants, agents or representatives arising from the Tenant's lease and use of the leased premises.

11. Tenant's Insurance. Tenant shall, at its sole expense, always maintain in effect during the Term from an insurer acceptable to the City, general liability insurance coverage. In addition, Tenant agrees to include the City as an additional named insured on said policy and agrees to maintain limits in an amount equal to the statutory limits found in Minn. Statute Section 466.04, which limits are currently \$500,000 per claimant, \$1,000,000 per occurrence, except that said coverage may contain a limitation to \$2,000,000 aggregate per annum. Upon the occurrence of any claim or event, happening, circumstance or injury which may give rise to a claim, the City shall have the immediate right to terminate this Lease Agreement and close the ski jumps. Tenant shall give the City immediate notice of any claim or of any event, happening, circumstance, or injury which potentially may give rise to a claim. Tennant shall further maintain at its sole expense property damage and worker's compensation coverage as appropriate to its

operations. Said insurance policies shall also carry the City as a named insured. Said insurance policies shall provide that the insurer shall not cancel said coverage without thirty (30) days prior written notice to the City. Tenant shall provide a certificate of said insurance coverage annually and upon request of the City.

12. Releases. The Tenant shall obtain from its invitees and each participant in its activities and events both a Release and covenant not to sue the City. The Tenant shall obtain said Release and covenant not to sue in the Release used specifically by the Tenant and in the Release the Tenant obtains on behalf of the United States Ski Association. Releases from participants shall contain an acknowledgment of risk, assumption of risk, and release and discharge of liability, specifically releasing and discharging the City of Cloquet, its officials, officers, employees, agents and representatives.

13. Damage or Destruction. In case of damage to the improvements by fire or other casualty, and at the sole discretion of the City, this Lease shall terminate, and the Rent shall be apportioned to the time of the damage. In all other cases where the Leased Premises can be repaired to its original condition, the Tenant, at its option, shall repair the damage at its sole expense, or alternatively, elect to terminate the Lease.

14. Subletting or Assignment Prohibited. Tenant shall not assign its rights under this Lease and any other documents executed in connection with this Lease or Tenant's interest in the Leased Premises or sublease the Leased Premises to any other entity without the prior written consent of the City.

15. Notices. Any notice which may or shall be given under the Term of Lease shall be in writing and shall either be delivered by hand **or** sent United States mail, registered or certified, addressed to the parties hereto at the respective addresses set off opposite the names below. Such addresses may be changed from time to time by either party giving notice as provided above. Notice shall be deemed delivered when received by the addressee (if delivered by hand) or when postmarked (if sent by mail).

TENANT:

Cloquet Ski Club
c/o Ken Ripp
307 Dalewood Ave
Cloquet, MN 55720

LANDLORD/CITY OF CLOQUET:

City Administrator
City of Cloquet
101 14th Street
Cloquet, MN 55720

16. Amendments and Survival. This Lease shall not be amended, changed, or extended except by a written instrument signed by both parties hereto. Except as provided in Section 13, the provisions of this Lease shall inure to the benefit of and be binding upon the parties hereto and their respective legal representatives, successors, heirs and assigns.

17. Non-Discrimination. Tenant covenants that during the term hereof it shall comply with all applicable local, state and federal non-discrimination laws.

18. Entire Agreement. This Lease and any contemporaneous addenda or exhibits signed by the parties constitute the entire agreement between the City and Tenant and supersedes all previous agreements between them. No prior written or prior contemporaneous oral premises or representations shall be binding.

19. Time. Time is of the essence with respect to the performance of all obligations provided herein and the consummation of all transactions contemplated hereby.

20. Date. All references in this Lease to “the date hereof” or similar references shall be deemed referred to the last date, in point of time, on which all parties hereto have executed a fully executed copy of this Lease.

21. Gender. Words of any gender used in this Lease shall be held and construed to include any other gender, and words of a singular number shall be held to include the plural and vice versa, unless the context requires otherwise.

22. Counterparts. This Lease may be executed in any number or counterparts, each of which shall be an original, but such counterparts together shall constitute one and the same instrument.

23. Severability. In case any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and this Lease shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

24. Default. As set forth in Section ten (10), upon the occurrence of a claim or of any event, happening or injury which may give rise to a claim, the City shall have the right to immediately terminate this Agreement and re-enter and recover the Leased

Premises without liability to the tenant for any expenses, costs or damages which the tenant may incur from the immediate termination. In all other cases of default by the Tenant in its obligations hereunder, City shall have the right to terminate this lease upon three (3) days written notice to Tenant, and thereafter re-enter and recover possession of the Leased Premises, without any liability to Tenant for claims, damages, costs or expenses arising from termination hereunder.

25. Construction. The parties acknowledge that each party and its counsel have reviewed and revised this Lease and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this lease or any amendments to exhibits hereto.

CLOQUET SKI CLUB, a non-profit
Minnesota Corporation

By: _____
Its President

By: _____
Its Vice President

STATE OF MINNESOTA)
)ss.
COUNTY OF CARLTON)

On this ____ day of _____, 20____, before me, a Notary Public in and for said County, personally appeared _____ and _____, to me personally known who being each by me duly sworn did say that they are respectively the President and Vice President of the Cloquet Ski Club and that said instrument was signed and sealed on behalf of said corporation by the authority of its Board of Directors and that said President and Secretary acknowledge said instrument to be the free act and deed of said corporation..

Notary Public

CITY OF CLOQUET

By: _____
Its Mayor

By: _____
Its City Administrator

STATE OF MINNESOTA)
)ss.
COUNTY OF CARLTON)

On this ____ day of _____, 20____, before me, a Notary Public in and for said County, personally appeared _____ and _____, to me personally known who being each by me duly sworn did say that they are respectively the Mayor and City Administrator of the City of Cloquet and that said instrument was signed and sealed on behalf of said City of Cloquet by the authority of its City Council and that said Mayor and City Administrator acknowledge said instrument to be the free act and deed of said City of Cloquet.

Notary Public

EXHIBIT A
LAND

The parties intend to lease the City's two existing ski jumps in Pine Valley, Cloquet, Minnesota, including the "in runs, landings, and out runs," but excluding the Chalet, the slalom hills, the cross country ski trails, and all other premises of the Pine Valley Park. The parties intend to lease sufficient land surrounding the jumps for the Tenant to carry out its ski jumping operations and activities. The parties agree that a one-hundred-foot perimeter measured from the outer edge of any side of the jumps will allow reasonable and enough land for the Tenant's operations.

WAIVER AND RELEASE OF LIABILITY

In consideration of the City of Cloquet (hereinafter referred to as "City") leasing property located in its park in Pine Valley to the Cloquet Ski Club (hereinafter referred to as the "Ski Club") which contains two ski jumps for use as such; and with the understanding that the Ski Club is under no obligation to lease this property but does so of its own free will, the Ski Club agrees and acknowledges as follows:

WARNING: The Ski Club fully understands and acknowledges that there are certain risks and dangers inherent in ski jumping both generally and specifically on City property. The Ski Club understands that ski jumping is a dangerous activity and that there are many hidden hazards that may exist on the property such as, holes, unseen terrain irregularities, wind, the physical condition of the ski jumps, and the existence of unauthorized and potentially careless persons on the land, including other skiers, or other risks that may injure or cause death or damage to persons or property on the premises. It is further understood that City personnel and invitees may continue to use the property in and around the ski jumps for recreation and management activities including, but not limited to, the harvesting of timber, parking, the use of herbicides, use of the chalet, the building or roads and trails and as access to ski and hiking trails for use by the public.

DUTY TO INSPECT: The Ski Club further accepts and understands that it has been given an opportunity to fully examine the property and the ski jumps it is leasing and fully accepts and agrees to lease the property in its current condition "As Is" with all existing faults and conditions. The Ski Club also warrants it will have the ski jumps professionally inspected prior to use and will complete any repairs or install any recommended maintenance or improvements at their sole cost prior to use. It is also understood that any risks and dangers mentioned above may be caused by unforeseen action and/or the negligence of the City, employees of the City, officers or agents of the City, or the negligence of others that the Ski Club invites onto the property or the negligence of third-party contractors and invitees that may be on the premises while the Ski Club is using the premises.

ASSUMPTION OF RISK: The Ski Club acknowledges and is fully aware of the risks involved and the voluntary leasing of this property and premises for ski jumping purposes and hereby assumes all risks and dangers and all responsibilities for any losses, injuries and/or damages, whether caused in whole or in part by the negligence or other conduct of City, its agents, officers, invitees or employees. However, the Ski Club understands this assumption of the risk does not apply to the intentional willful or wanton acts of the City.

STATEMENT OF WAIVER: The Ski Club, on behalf of its officers directors, agents and members, and insurers, hereby voluntarily agrees to release, waive, discharge, hold harmless, defend and indemnify the City of Cloquet its officers, agents, past and present council members, and employees, for any and all claims, actions, or losses for bodily injury, property damage, wrongful death or otherwise which may arise out of the use of the leased premises for ski jumping. The Ski Club specifically understands it is releasing, discharging, and waiving any claims or actions that it may have presently or in the future for negligent acts, by the City, or their officers, agents or employees and that this waiver is intended to cover our entire period as Lessor. To the fullest extent permitted by law the Ski Club understands that if an action is brought against the City of Cloquet or any of its employees, council members, agents or insurers which in any way arises out of the Ski Club's use or occupancy of the Leased Premises, that as Lessee the Ski Club agrees to indemnify and defend all actions at its expense and will agree to pay all attorney fees, court costs and other expenses of any kind and character and satisfy any judgment rendered against the City of Cloquet that may arise from its use of the Leased Premises.

WE HAVE READ THE ABOVE WAIVER AND RELEASE AND BY SIGNING IT AGREE THAT IT IS OUR INTENTION TO EXEMPT AND RELEASE THE CITY OF CLOQUET FROM ANY AND ALL LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE, WRONGFUL DEATH CAUSED BY NEGLIGENCE OR FAULT. HOWEVER, THIS WAIVER DOES NOT APPLY TO LIABILITY FOR INTENTIONAL, WILLFUL, OR WANTON ACTS.

Dated this ____ day of _____, 20____.

CLOQUET SKI CLUB

By: _____
Its President

By: _____
Its Vice President

ADULT WAIVER, RELEASE AND INDEMNITY AGREEMENT

In consideration of the consent to my use of the ski jumps located in Pine Valley in the City of Cloquet and with the understanding that I am under no obligation to use this property but do so of my own free will, I agree and acknowledge as follows:

STATEMENT OF WAIVER: I, on behalf of myself, my personal representatives, and my heirs, invitees, or guests, hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify the Ski Club and the City of Cloquet and their agents, officers all past and present Council members and employees, for any and all claims, actions, or losses for bodily injury, property damage, wrongful death or otherwise which may arise out of my use of the ski jumps located at Pine valley for ski jumping. I specifically understand that I am releasing, discharging, and waiving any claims or actions that I may have presently or in the future for negligent acts, by the owners, agents, officers, or employees of the Ski Club and the City of Cloquet and that this waiver is intended to cover the entire period of time while I am on or using the premises. To the fullest extent permitted by law I understand that if an action is brought against my use or occupancy of the ski jump premises, that I will agree to defend all actions at my expense and will agree to indemnify and pay all attorneys fees, court costs and other expenses of any kind and character which arise from my use of the premises and agree to satisfy any judgment rendered against the Ski Club and/or the City of Cloquet that may arise from my use.

I HAVE READ THE ABOVE WAIVER AND RELEASE AND BY SIGNING IT I AGREE THAT IT IS MY INTENTION TO EXEMPT AND RELEASE THE SKI CLUB AND CITY OF CLOQUET FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE, WRONGFUL DEATH CAUSED BY NEGLIGENCE OR FAULT. HOWEVER, THIS WAIVER DOES NOT APPLY TO LIABILITY FOR INTENTIONAL, WILLFUL, OR WANTON ACTS.

Dated this _____ day of _____, 20____.

Signature

Address

Age and Date of Birth

City, State, Zip Code

Phone Number

**PARENT/LEGAL GUARDIAN PERMISSION SLIP
AND INDEMNITY AGREEMENT**

I hereby give and grant permission for my son/daughter/ward to participate in activities related to ski jumping at the Pine Valley ski jumps located in Cloquet, Minnesota.

In consideration of my consent to the use of the ski jumps located in Pine Valley in the City of Cloquet and with the understanding that I am under no obligation to permit my son/daughter/ward to use this property or be on the premises during the use of the ski jumps but do so of my own free will, I agree and acknowledge as follows:

STATEMENT OF WAIVER: I, on behalf of myself, my child/ward and any personal representatives and heirs, hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify the Ski Club and City of Cloquet and their agents, officers, all past and present Council members and employees, for any and all claims, actions, attorney fees, costs or losses for bodily injury, property damage, wrongful death or otherwise which may arise out of my child/ward's use of the ski jumps, or by the presence in the vicinity of the ski jumps located at Pine Valley.

I specifically understand that I may be releasing, discharging, and waiving claims or actions that may exist or in the future may exist for negligent acts, by the owners, agents, officers, or employees of the Ski Club and the city of Cloquet and that this waiver is intended to cover the entire period of time while I or my child/ward are on or using the premises. To the fullest extent permitted by law I understand that if an action is brought against the Ski Club or the City of Cloquet which in any way arises out of my child/ward's use or occupancy of the ski jump premises, whether as a result of their injury or death or the injury or death of another person as a consequence of my child/ward's use of the premises, that I will agree to defend all actions and claims at my expense and will agree to indemnify and pay all attorneys fees, court costs and other expenses of any kind and character which arise from my child/ward's use of the premises and agree to satisfy any judgment rendered to the fullest extent except to the extent the Ski Club and the City of Cloquet are not determined to be legally liable.

I agree that I understand the inherent risks and hazards related to ski jumping and the activities associated with ski jumping that my child/ward will be participating in. I understand that I have been given an opportunity to discuss this activity with representatives of the activity and that this consent is informed.

Signature (Parent/Legal Guardian)

Date

Name of Participant

Age/Date of Birth

EMERGENCY MEDICAL TREATMENT CONSENT: In the event of an emergency, I give permission to transport my child/ward to a hospital for emergency medical care and treatment. I wish to be advised prior to any further medical treatment by the hospital or doctor. In the event of an emergency and I am unable to be reached, please contact me through the following numbers:

Parent/Guardian Phone

Parent/Guardian Alt. Phone

Name/Relationship Phone

Name/Relationship Phone

Medical Insurance Provider

Child/Ward's Special Medical Conditions

Please provide any important medical information about your child/ward that may be pertinent to his/her participation in the above activity.



DEPARTMENT OF PUBLIC WORKS

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

REQUEST FOR COUNCIL ACTION

To: Mayor and City Council
From: Caleb Peterson, Public Works Director
Reviewed By: Tim Peterson, City Administrator *TP*
Date: October 7, 2025

ITEM DESCRIPTION: Fond du Lac Trail Agreement

Proposed Action

Staff recommends the City Council move to approve the agreement with the Fond du Lac Band of Lake Superior Chippewa (“FDL”) for operation and maintenance of the Pine Valley west trail system.

Background

The City of Cloquet has successfully operated the popular Pine Valley West Ski Trail for many years. In 2013, a portion of the land on which the trail is located was purchased by FDL. Since that time, the City has worked with FDL to maintain the popular trail via a land use agreement.

The last agreement expired in August 2025. Following recent discussions with FDL representatives, they have recommended renewing the agreement without any changes.

The new agreement will be effective until July 7, 2028.

Policy Objectives

Park Master Plan Policy 7.1: Partnerships shall be sought to make unique opportunities available to the community and allow for facilities and programs that would otherwise be difficult to achieve by the City alone.

Park Master Plan Policy 7.3: Partnerships with other jurisdictions and non-government entities shall be sought to achieve extensions of the City’s trail network

Park Master Plan Policy 7.4: The City shall require formal agreements with those partners providing resources, programs or activities benefiting the community.

Financial/Budget/Grant Considerations

FDL does not assess any fees as part of the agreement. The primary cost associated with the agreement is winter grooming, which is included in the Parks Department operating budget.

Advisory Committee/Commission Action

The Parks Commission recommended approval of the agreement at their August meeting

Supporting Documents Attached

- Land Use Permit Agreement

LAND USE PERMIT AGREEMENT

This Agreement, by and between the **Fond du Lac Band of Lake Superior Chippewa**, 1720 Big Lake Road, Cloquet, Minnesota 55720 ("FDL"), and the **City of Cloquet, 101 14th St., Cloquet, MN** ("the City"), shall be governed by the following terms and conditions:

1. **Subject Parcels and Purpose.** FDL grants a permit to the City for the use of the following Permitted Property:

Pine Valley Ski Trail located in the South Half of Section 27, Township 49N, Range 17 W. (See Exhibit A, attached.)

The City is permitted to enter upon the Permitted Property only for maintenance and use of a cross country ski trail.
2. **Term.** The term of this Land Use Permit Agreement commences on **July 8, 2025** and continuing through **July 7, 2028**.
3. **Termination.**
 - 3.1 This Land Use Permit Agreement is subject to cancellation by FDL at any time upon written notice.
 - 3.2 The City covenants that at the termination of this Land Use Permit Agreement by lapse of time or otherwise, it shall remove its personal property, restore the Permitted Property to its original condition, and desist entry upon the Permitted Property.
4. **No Rent or License Fee.** The City shall owe FDL no rent or license fee under this Land Use Permit Agreement.
5. **Duties of FDL.** FDL shall allow access to the Permitted Property by the City, its authorized representatives and the general public for the purposes of maintenance and use of a cross country ski trail for skiing, hiking, running, or biking.
6. **Duties of the City.**
 - 6.1 The City shall allow access by FDL and FDL Band Members to the entire Pine Valley Ski Trail at no charge or fee during the life of this Land Use Permit Agreement.
 - 6.2 The City shall not use the Permitted Property at any time for any purpose outside the scope of this Land Use Permit Agreement.
 - 6.3 The City shall not assign, sublet, or otherwise transfer its interest in this Land Use Permit Agreement without the prior written consent of FDL.
 - 6.4 The City shall make no alterations, additions, or changes in the Permitted Property without the advance consent of FDL.
7. **Insurance.**
 - 7.1 **Property Damage.** It shall be the duty of the City and FDL to maintain insurance or self-insurance on their own property, both real and personal. Notwithstanding anything apparently to the contrary in this Land Use Permit Agreement, the City and FDL hereby release on another and their respective partners, officers, employees and property manager from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise for loss or damage covered by said

insurance, even if such loss or damage shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible.

7.1 **Liability.** The City and FDL agree that each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof.

8. **Compliance with Applicable Laws; Right to Inspect Sites.** The City shall comply with all federal, tribal or state laws applicable to its use of subject parcels. FDL reserves the right to inspect the subject parcels at any reasonable time to ensure compliance with this section.

9. **Jurisdiction of Fond du Lac Tribal Court.** Any dispute arising under this Land Use Permit Agreement shall be subject to the jurisdiction of the Fond du Lac Tribal Court, which shall apply, in its sole discretion, applicable federal or tribal law in the resolution of such disputes.

10. **Trail Maintenance.**

10.1 During the summers of this the term of this permit the City may perform minor grading of the trail in order to eliminate irregularities in the existing surface which make skiing difficult. Any disturbed soil requiring restoration will be reseeded.

10.2 Prior to the performance of any grading work a member of FDL Resource Management staff will meet onsite to review the proposed scope of work. Any concerns and/or recommendations shall be mutually resolved in writing prior to the actual land disturbance.

10.3 The City may mow the trail if needed during the summer. The City may remove trees that have fallen across the trail or are a danger to trail users.

11. **Fond du Lac Land Access Permit.** Users of the Pine Valley ski trail on FDL do not need a FDL Land Access Permit.

FOND DU LAC BAND OF LAKE SUPERIOR CHIPPEWA

Bruce M. Savage, Chairman
FDL Reservation Business Committee

DATE:_____

Wayne DuPuis, Secretary/Treasurer
FDL Reservation Business Committee

DATE:_____

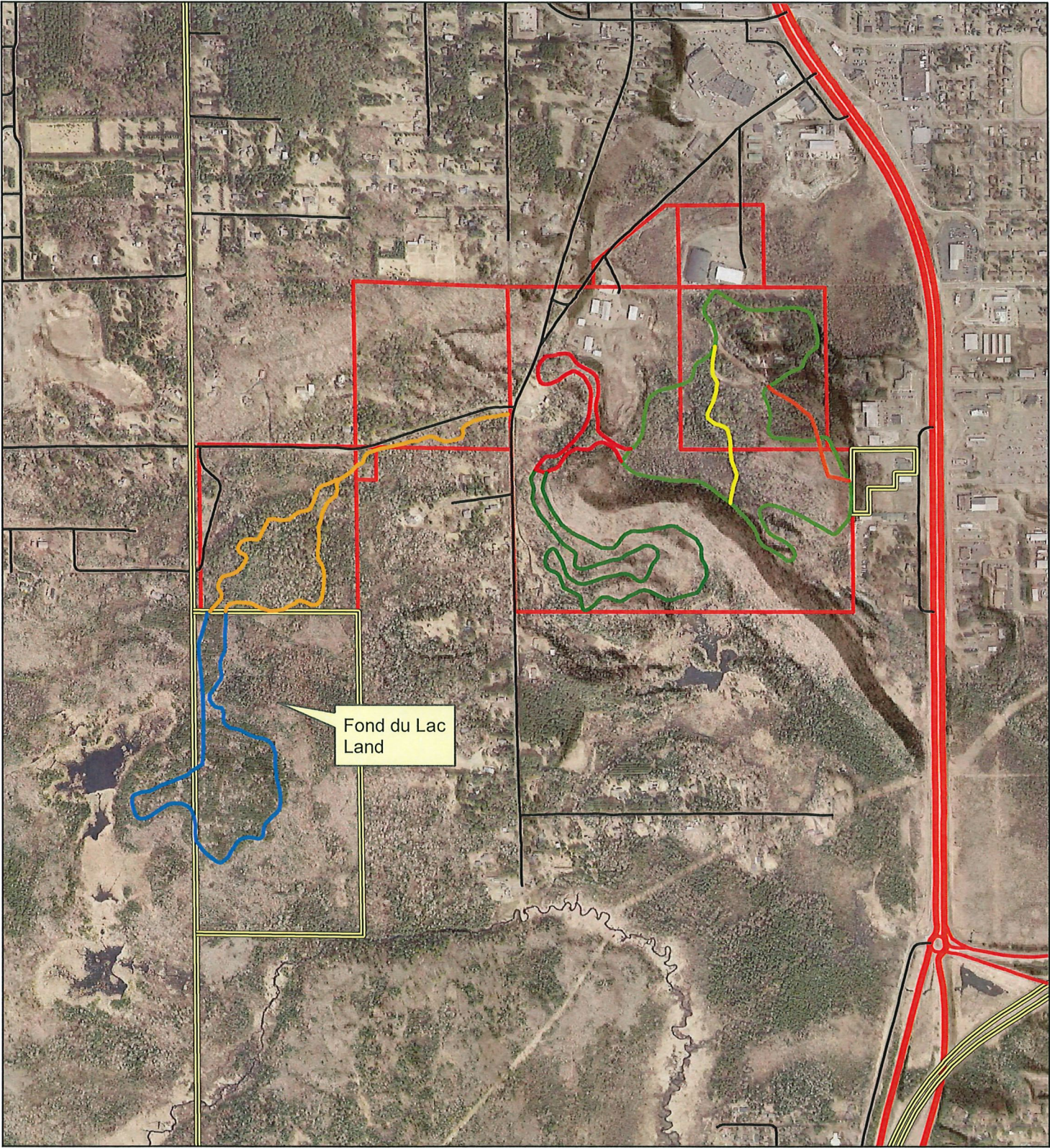
THE CITY OF CLOQUET

Printed Name:_____

Title:_____

DATE:_____

Pine Valley trails



Legend

Pine_Valley_Ski_Trail		Figure 8
Trail_segments		Fond du Lac
3.5 K	Lighted 2.5K	
5.5 K	Swamp cutoff	
City		

Welcome to the Pine Valley Trail System
Please be courteous

- Classic skiers use set tracks
- Skate skiers use trail center
- Hikers and snowshoers use side opposite classic tracks
- Single file
- Remove dog poop from trail

