

**CLOQUET PARKS COMMISSION  
AGENDA**

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**City Hall  
Monday, February 5, 2018 4:30 p.m.**

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**ACTION TAKEN**

**1. Call to Order.**

**2. Approval of Minutes.**

- a. December 4, 2017, Regular Commission Meeting.  
*(Additions, deletions, or corrections)*

**3. Announcements, Agenda Adjustments, Correspondence, and Other Comments.**

**4. Information and Reports.**

- a. Commissioners Update/Other.
- Public Comments.
  - Commissioner's Report
- b. Community Ed Report –Ruth
- c. City Staff Report – Karin/Andy/Caleb
- Pickle Ball Options.
  - Pine Valley Chalet.
  - Joint Council Meeting.
  - Skatepark Update.
  - Maintenance Activities.

**5. Action Items.**

- a. 2018 Officers
- b. CYBSA Budget Review

**6. Future Items.**

- Next Meeting (**Monday, March 5, 2018?** – City Hall)

**7. Adjourn.**

Regular Meeting.  
Parks Commission December 4, 2017 4:30 p.m.  
City Hall

Present: Krohn, Wyman, Martinson, Badger, Krick.  
Absent: Urbanski, Fryc.  
Staff: C. Peterson.  
Others: None.

### MINUTES

The minutes of the October 2, 2017 regular meeting were presented and approved.

### COMMISSIONERS UPDATE

- Bill Hoffman presented an alternate proposal to convert one of the new Sunnyside Park tennis courts into four permanent pickleball courts. A discussion was held on feasibility and staff was directed to provide cost estimates at a future meeting.
- Matt Haglund, coach of the CEC mountain bike team, presented a review of this new program. 2017 was first year for the CEC team with 15 participants. The Duluth program experienced growth from 15 to 75 riders in their first four years.
- Commissioner Badger noted the condition of the caboose at Fauley Park and inquired if Rotarty would be interested in participating in a restoration project.

### COMMUNITY ED REPORT

- The new Lumber Log has been released.
- Final statements at the Pinehurst Beach showed \$7,000 profit for the season.
- Use of the new pool at the Middle School has increased.

### CITY STAFF REPORT

- Staff provided a status update for the 2017 Riverfront Improvements.
- Commissioner Martinson provided an update on the dog park petition presented to City Council.
- Staff gave an overview of planned warming house staffing for 2017/2018.

### COMMUNITY EDUCATION CONTRACT

Staff provided a review of the proposed contract renewal. The Cloquet Youth Center no longer exists thus the current programming language will require revision.

**Motion by Badger, 2nd by Wyman to recommend approval of the 2018 Agreement with Independent School District #94 and Cloquet Community Education. Motion carried, 5-0**

### NEXT MEETING

The next meeting to be held January 8, 2018, 4:30 p.m. at City Hall.

On motion duly carried by a unanimous yeas vote of all members present, the Parks Commission adjourned.

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Secretary

**RE: Feasibility Study for the Pine Valley Ski Chalet**  
(KOA Project No. 171187)

**OPINION OF PROBABLE COST**

**ENERGY EFFICIENCY UPGRADES**

• Three Exterior Galvanized Hollow Metal insulated Doors and Frames including hardware	\$9,574.00
• Eight Windows insulated Double Paned	\$10,000.00
• Laminate glass as exterior Pane -ADD	\$15,000.00
• Insulating exterior walls with two inches of polystyrene covered with 5/8 inch sheetrock on the interior	\$12,840.00
• Wood burning fireplace insert	\$4,175.00
• Electric Furnace	\$2,400.00
• Air Conditioning (HVAC system)-ADD	\$3,500.00

**INTERIOR REMODELING**

• Remodeling both men's and women's washrooms to single occupant privacy washrooms.....	\$10,000.00
• Two (2) new toilets	\$4,000.00
• Two (2) new sinks	\$3,000.00
• Miscellaneous plumbing upgrades	\$1,000.00
• New ceramic floor tile	\$800.00
• New ceramic wainscot tile	\$1288.00
• New washroom interior doors with privacy latch set and closures	\$2,000.00
• ADA grab bars and miscellaneous hardware	\$3,000.00
• Complete interior painting.....	\$8,900.00
• Demolition.....	\$5,900.00
• Storeroom floor etched and painted with epoxy floor paint.....	\$5,000.00

**REMODEL AND EQUIPMENT UPGRADE TO EXISTING CONCESSION STAND AND KITCHEN EQUIPMENT**

• One (1) Refrigerator	\$800.00
• One (1) Electric Stove	\$1,100.00
• One – Three compartment stainless steel standing sink	\$2,730.00

- Counters solid surface \$\$\$\$1,600.00
- Cabinets \$3,000.00

**EXTERIOR UPGRADES**

- New vestibule addition to the existing main entrance to enhance the building's entry \$32,500.00
- New accessible sidewalk and Plaza pavers on three sides of the building .....\$75,000.00

**BUILDING ENTRANCE**

- Large pavilion structures including partial covered patio (each) \$55,000.00-\$75,000.00
- Gas operated heating elements (each) \$1,000.00
- Parking lot staging area.....?????
- City sewer hook-up.....????
- Electric system update including placing service underground.....\$32,100.00  
See attached Electrical breakdown
- New 8'x8'insulated commercial overhead door (Into back storage area) manual operation \$2,100.00
- Overhead door motor operation ADD \$\$\$1,500.00
- Painting exterior concrete block walls \$4,000.00

**BUILDING ADDITION**

- Based upon a 66'-0" x 20'-0" addition Approximately \$200,000.00

**If you have any questions or comments please contact me**

Douglas L. Greene, AIA,  
Project Designer and Senior Lead Architect  
218 727 3282  
218 391 2504 Cell  
[doug.greene@krechojard.com](mailto:doug.greene@krechojard.com)



## Project Proposal Cost Summary

Project Name: Pine Valley Chalet  
 Project ID#:  
 Proposal Date: Tuesday, November 14, 2017

Bldg 2500 Sq Ft

Pine Valley Chalet Electrical Estimate		Labor	Material Costs
<b>Electrical Demolition</b>			
1	Remove existing main panel	\$ 500	\$ -
2	Remove existing overhead line and metering	\$ 500	\$ -
3	Disconnect existing appliances for removal by mechanical contractor	\$ 400	\$ -
4	Remove existing lighting	\$ 800	\$ -
<b>New Electrical</b>			
		\$ -	\$ -
		\$ -	\$ -
	Underground service conductors, aluminum wire, PVC conduit (200 ft), with trenching	\$ 2,800	\$ 2,800
	200A Main Service Panel with Utility Metering	\$ 1,600	\$ 1,600
	LED Lighting Fixtures - Exterior (6 @ \$600 EACH)	\$ 400	\$ 3,200
	LED Lighting Fixtures - Interior (2500 sq ft re-lighting)	\$ 4,000	\$ 6,000
	Occupancy sensing/Lighting controls	\$ 800	\$ 800
	Receptacles and GFI receptacles	\$ 800	\$ 800
	HVAC Circuit for air conditioning	\$ 200	\$ 200
	Kitchen recircuiting	\$ 600	\$ 300
	Misc. circuits for new equipment and appliances	\$ 400	\$ 400
	Transfer circuits to new panel, re-route feeders	\$ 1,200	\$ 1,000
		\$15,000	\$ 17,100
			\$ 32,100



## DEPARTMENT OF PUBLIC WORKS

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

### REQUEST FOR ACTION

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To: Park Commission  
From: Caleb Peterson, Public Works Director  
Date: February 5, 2018

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**ITEM DESCRIPTION:** Election of 2018 Officers.

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#### **Proposed Action**

Staff recommends the Park Commission **MOVE TO APPOINT COMMISSIONER KROHN AS CHAIRPERSON AND COMMISSIONER WYMAN AS VICE-CHAIR OF THE PARK COMMISSION IN 2018.**

#### **Background/Overview**

According to Commission By-laws the term of an appointed officer is one year. Historically the Commission has appointed a Chair and Vice-chair by an ongoing rotation. Following this practice, the positions of Chair and Vice-chair would be filled by Commissioners Krohn and Wyman in 2018.

#### **Policy Objectives**

N/A.

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

N/A.

#### **Supporting Documentation Attached**

Park Commission By-Laws.

**CITY OF CLOQUET, MINNESOTA  
PARK'S COMMISSION BY-LAWS  
Adopted 4-30-14**

**SECTION I. ESTABLISH PARK'S COMMISSION, QUALIFICATIONS OF MEMBERS, TERMS OF OFFICE**

There is hereby established a Park's Commission, hereinafter referred to as the "Commission", which shall consist of seven (7) members of which all are appointed by the City Council for three year terms. Appointments shall be made effective January 1 of each year. All members shall be residents of the City.

The City Administrator or his/her appointee(s) shall act as staff liaison and secretary for the Park's Commission.

No person shall be appointed with private or personal interest likely to conflict with the general public interest. If any person appointed shall find that his/her private or personal interests are involved in any matter coming before the Commission he/she shall disqualify himself from taking part in action on the matter or he/she may be disqualified by the chairperson or the Commission.

**SECTION II. MEETINGS**

The regular meeting of the Cloquet Park's Commission shall be held on the first Monday of every month at 4:30 PM at City Hall. Special meetings may be called by the Chairperson at his/her discretion, and shall call a special meeting upon written request by two members, by the Mayor or by the Council.

**SECTION III. QUORUM**

Four (4) members shall constitute a quorum. The majority vote of members present shall decide all questions. Proxies not allowed.

**SECTION IV. REMOVAL FROM OFFICE: VACANCIES**

Vacancies shall be filled by appointment by the Council for the un-expired term. Any member may be removed from the Commission by a majority vote of the Council, for misconduct, of neglect or of inattention to his/her duties.

**SECTION V. ABSENCE FROM MEETINGS**

When a member is absent from six (6) or more regularly-scheduled meetings during a calendar year, any other member may request a written explanation of the absences. The Commission shall determine whether to excuse or reject the explanation by a majority vote. If the Commission votes to reject the explanation, they may choose to remove the member from office under the terms of Section IV inattention to his/her duties.

**SECTION VI.           OFFICERS, RULES, EMPLOYEES, AND EXPENSES**

The Park’s Commission shall elect a Chairperson and Vice-Chairperson from among its members and may create such other offices as it may determine necessary. All members shall be entitled to vote. Terms of all elected offices shall be for one year, with eligibility for re-election.

The Commission shall adopt rules for its governance and for the transaction of its business, and shall keep record of attendance at its meetings and of resolutions, transactions, finding and determinations showing the number of votes.

**SECTION VII.           POWERS AND DUTIES**

The Commission shall have the following powers and duties:

1. To recommend policies regarding short and long range planning, acquisition, development and use of park lands, Spafford Park Campground, trails and other recreational facilities.
2. Subject to Council approval, to prepare and adopt rules and regulations regarding use of City parks, Spafford Park Campground, trails and other recreational facilities.
3. To advise the Council regarding cooperative agreements with other public or private agencies, organizations or individuals.
4. To make recommendations to the Council concerning the hiring of maintenance supervisors and staff for the Parks Department and other recreational facilities.
5. To make recommendations or provide direction to City staff regarding administrative activities related to parks, trails, open spaces, Spafford Park Campground, trails and other recreational facilities, in accordance with the terms described herein.

**SECTION VIII.       FUNDING**

A Park Fund is established into which shall be deposited all park land fees, gifts, bequests, endowments, donations, or grants from persons, corporations or government agencies for park and recreation purposes. The Commission may advise the Council regarding disbursements from the fund. No disbursement or expenditure from the fund shall be made unless approved by the Council.

**SECTION IX.           BUDGET**

The Commission shall, on or before August 15 of each year, submit to the Council, a proposed operation budget for the following year.



**SECTION X.           REPORTS**

The Commission shall submit to the Council such regular or special reports and shall make such investigations as are deemed advisable or are requested by the Council.

**SECTION XI.           ORDER OF BUSINESS**

At all, except special meetings, the order of business shall be as follows:

1. Call to Order/Roll Call
2. Approval of Minutes
3. Announcements, Agenda Adjustments, Correspondence, and other Public comments
4. Information and Reports
5. Action Items
6. Park Board Comments/Future Items
7. Adjournment

**SECTION XII.         RULES OF ORDER**

“Robert’s Rules of Order” shall govern all proceedings except that the Chairperson shall retain voting rights the same as other Commission members.

Adopted by the Cloquet Parks Commission on this, the 2<sup>nd</sup> Day of June, 2014

\_\_\_\_\_  
Park’s Commission Chairperson

Attest: \_\_\_\_\_  
Park’s Commission Staff Liaison



## DEPARTMENT OF PUBLIC WORKS

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### REQUEST FOR ACTION

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To: Park Commission  
From: Caleb Peterson, Public Works Director  
Date: February 5, 2018

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**ITEM DESCRIPTION:** CYBSA Budget Review.

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#### **Proposed Action**

Staff recommendation to be provided at the meeting as the proposed financial statements have not been received.

#### **Background/Overview**

Under the current agreement with the Cloquet Youth Softball/Baseball Association (CYBSA), each year the Association must submit a budget and financial statements for the Commission's review and approval. The CYBSA has also submitted a request for funding to replace the existing scoreboards at Braun Park. A project of this magnitude would typically be included as part of the upcoming budget and CIP process. Staff requires further information to provide a recommendation on this request and no action should be taken at time. That said, further discussion/consideration is appropriate as part of the financial statement review. The current agreement requires all capital projects in excess of \$5,000 to be approved by the Commission regardless of the funding source. A representative from the CYBSA will be present at the meeting to answer any questions the Commission may have.

The Commission may note the current lease with the CYBSA expired at the end of last season. This lease agreement was restructured in 2012, and to date both parties have expressed positive comments as to the previous changes. Assuming review of the 2018 financials is approved, the Commission will need to recommend an extension of the current lease agreement at their next regular meeting.

#### **Policy Objectives**

Master Plan Policy 7.5: When partnerships are undertaken, the City shall maintain control over park facilities and balance partner demands with community needs.

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

Braun Park operations and maintenance are the responsibility of the CYBSA per terms of the current agreement. The \$3,000 lease amount due the City for 2018 should be reflected in the CYBSA and City Budget.

#### **Supporting Documentation Attached**

Scoreboard Request.  
CYBSA Lease Agreement.

January 10<sup>th</sup>, 2018

To whom it may concern,

The Cloquet Youth Baseball Softball Association (CYBSA) would like to request your financial help for the purchase of six electronic scoreboards for Braun Park. The purchase price for four softball scoreboards are \$3,775.00 each and two baseball scoreboards is \$4,200 each for a total \$23,500. The quotes were received from Electro Mech Scoreboard Company and one AED to be kept in the concession stand for emergencies. The price for the AED is \$1,500.

Please contact Jeff Woollett with any questions.

Thank you for your time,

CYBSA Board Members  
Cloquet Youth Baseball/Softball Association

**LEASE AGREEMENT BETWEEN CITY OF CLOQUET AND THE  
CLOQUET YOUTH BASEBALL/SOFTBALL ASSOCIATION**

THIS AGREEMENT entered into the \_\_\_\_ day of \_\_\_\_\_, 2012, by and between the City of Cloquet, a public agency as per MN Const. art. XI, & 5(a) (hereinafter referred to as the “City” or “Lessor”), and the Cloquet Youth Baseball/Softball Association, a non-profit corporation (hereinafter referred to as “Lessee”).

WITNESSETH:

WHEREAS, the City has been requested by Lessee to lease certain property to Lessee for the purpose of organized youth softball, baseball and other recreational activities expressly for recreational use; and

WHEREAS, the City and Lessee have reviewed and agreed upon the sites of City-owned land to be leased pursuant to this Agreement (hereinafter referred to as “Braun Park”); and

WHEREAS, the City and Lessee have agreed upon the terms and conditions of leasing the necessary facilities to promote youth activities and recreational use in the best interests of the community:

NOW, THEREFORE, it is hereby agreed as follows:

1. Space. The City of Cloquet is the owner of a certain parcel of land and does hereby agree to lease to Lessee the following sites described on Exhibit “A” attached hereto.
2. Rent. The City will lease the premises to Lessee for Three Thousand Dollars (\$3,000) per year and other good and valuable consideration as set forth below.
3. Term. The term of the lease shall be for a period of five (5) years and all amounts payable pursuant to this lease will be paid by Lessee or its successor to the City for the full term of the lease as agreed to herein unless this lease is terminated by the City upon sixty (60) days written notice to Lessee. The Lessee will have the first option of renewing the lease for subsequent terms of five (5) years each upon prior approval by the City. The City reserves the right to terminate this lease and/or consider other entities and lessees at any time prior to the expiration of this lease upon sixty (60) days written notice or if any of the following contingencies arise:
  - a. If the Lessee is unwilling or unable to use the leased premises to provide youth programs and recreational activities for the benefit of city youth at the facilities being leased pursuant to this Agreement as contemplated by the Agreement; or
  - b. If the governmental program, authorizing such facilities is terminated for any reason including subsequent legislation as provided in Minnesota Statutes Section 16A.695; or
  - c. If the City loses the right to participate in the program for which funding was authorized for the leased premises; or
  - d. If the Lessee defaults on its obligations pursuant to this lease as provided herein.

4. Conformity with Laws. Lessee hereby agrees that it will operate the premises leased in a lawful manner and that it will conform to all of the laws of the City of Cloquet, State of Minnesota and the United States concerning the installation, use or operation of the equipment and facilities located upon the lands of the City. In the event there is a violation of the aforementioned laws, Lessee shall pay any and all fines incurred whether by Lessee or the City for violation of any and all laws and shall comply with all notices of any City, State of Federal government and comply with said laws within the times notified by said government agency.
5. Indemnification and Liability of City. Lessee agrees to protect, indemnify, defend and hold City free and harmless from any and all losses, claims, demands and causes of action of every kind and character, (including the amounts of judgments, penalties, interest, court costs and reasonable legal fees, incurred by the City in defense of the same) to the extent not solely caused by the negligent acts or omissions of the City which may arise in favor of third parties, employees or invitees of the Lessee including all claims of personal injury, death or damage to property and all other claims or demands of every kind and character arising out of or otherwise incident to the use of the leased premises under this Agreement. In addition, the City shall not be responsible to the Cloquet Youth Baseball/Softball Association for any damage caused to any property of Lessee located upon the real estate leased herein. Lessee also assumes full responsibility for the safety of all invitees, its equipment, material and/or personnel while on the premises leased hereunder and agrees to maintain liability insurance for the protection of the City and all users of the facility in the minimum of \$1,000,000.00. Lessee further agrees to have the City added to the Policy as an additional named insured and will provide the City with a Certificate of Insurance for all periods of time covered by this lease. Lessee further agrees to provide City notice prior to changing coverage for any premises equipment or facilities leased.
6. Notices. Any notices under or pursuant to the terms of this Agreement shall be in writing mailed to the addresses hereinafter set forth of the respective parties:

City of Cloquet  
c/o City Administrator  
1307 Cloquet Avenue  
Cloquet, MN 55720

Cloquet Youth Baseball/Softball Association  
904 Highway 33 South  
Cloquet, MN 55720

7. Removal of Property. At the conclusion of this lease, Lessee shall, at the request of the City, remove any personal property located on the premises as designated by the City within sixty (60) days of the termination of this lease. It is specifically understood that any permanent improvements including, but not limited to, buildings, fences, scoreboards, and backstops constructed and attached to the real estate leased during the period of this lease are to be considered the property of the City and will remain so upon termination of the lease. Failure of Lessee to remove items of personal property designated by the City as such shall entitle the City at its option to retain such items or remove said items pursuant to public notice and apply the proceeds of the sale to the cost of removal. In the event the proceeds shall be insufficient to pay the cost and expense incurred for the removal of the Lessee's property, Lessee shall be liable to the City for any deficiency.
8. Costs of Operation. The Lessee agrees, as additional consideration for this lease, that for the term of this agreement, Lessee will pay all costs associated with the operation of the recreational facilities and

complex on the leased premises except those assumed by the City herein. These costs will include but are not limited to all lights, phones, electricity, and costs related to the maintenance of the playing fields including watering, mowing, weed maintenance, chalking and trimming. The Lessee also agrees to pay for the costs of all bases, batting cages, office equipment, that field maintenance equipment not supplied by the City and all additional site repairs necessary to its operation of the facilities on the premises. For its part, the City agrees to provide water to the leased premises; it will also provide garbage cans and garbage pickup service. The City also agrees to provide one riding lawn mower and groomer for use in maintaining the leased premises. All provided equipment shall remain property of the City of Cloquet but made available for use by the Lessee. The City agrees to provide equipment repairs and service through the City Garage as time allows. No shop time will be charged to the Lessee for said services however all repair work will be scheduled in coordination with other duties and the Lessee shall be responsible for the cost of any parts required. As consideration for use of City equipment, the Lessee agrees to maintain liability insurance for the mower and groomer. The Lessee will be responsible for all costs of maintenance of the fields, facilities and common areas including, but not limited to, all play structures, buildings, mowing of all non-fenced areas, ag lime for the fields, picnic tables, spectator benches for each field and snow plowing of all parking lots. For the purposes of this agreement, maintenance costs shall be defined as those single improvements which are estimated at less than five-thousand dollars (\$5,000) in cost. Single projects estimated at greater than \$5,000 shall be considered capital projects and must be submitted for consideration in the City's five year capital plan adopted each year by the City Council. The two parties further agree that it is the intention of the Lessee to utilize proceeds obtained from its operation of the leased facilities on the premises to defray maintenance expenses incurred in Braun Park in the future. The proceeds generated by the Lessee, must be reviewed annually by the Park Commission and, if necessary, the parties agree to meet in the future to determine what, if any, further financial contribution the City will make regarding ongoing maintenance in Braun Park. It is understood that the City Council will make the final determination as to the amount, if any, of further future payments.

9. City Approval. The Lessee agrees to submit an annual plan of all proposed work to the Park Commission for prior approval before any improvements or work is constructed on the leased premises. This information will include a budget of all costs of operation and cost estimates and sources of revenue or consideration, evaluation and approval by the Park Commission of the City. The City, through its designee, may monitor this agreement and its terms and will review all documents submitted to the Park Commission from time to time at its discretion. Said documentation must include a review of the income and expenditures for complex operation, and said information shall become a part of the minutes of the Cloquet Park Commission. Those financial statements submitted to Park Commission for review each year must be of a form and substance acceptable to the City. All revenues generated by the operation of the facility during the pendency of the lease including tournament fees, advertising, admissions, scoreboard leases, and concessions will remain within the control of the lessee.
10. Park Quality. The Lessee also agrees to maintain all facilities at a standard commensurate with the parks existing within the City and further agrees that profits generated by the facilities will be used to upgrade and maintain the facilities leased. It is understood that to the extent excess profits result that those monies may only be applied to other programs of the Lessee with the express consent of the City of its designee, the Park Commission.
11. Authority. The City is entering into this Agreement with Lessee for the express purpose of providing recreational facilities for the benefit of its citizens and youth in accordance with authority granted the City pursuant to Minnesota Statutes Section 471.191, Subdivision 1. It is anticipated that the Lessee

will facilitate the operation of facilities which will provide programs for youth softball, baseball and other recreational opportunities for the citizens of Cloquet and its visitors. The City is authorized to enter into this lease consistent with authority granted to City pursuant to Minnesota Statutes Section 412.211. Irrespective of the provisions contained herein, the City reserves the right to enter into additional agreements regarding maintenance and use of the leased premises, including but not limited to the power to enter into contracts with school districts, vendors, or other associations concerning the operation and use of the leased facilities provided those agreements do no materially conflict with the terms and conditions of this agreement or any agreements maintained by Lessee. Copies of all such proposed agreements will be provided to the Park Commission and the Lessee prior to execution. The Lessee also reserves all rights to sell advertising in the forms of signs upon the property during the duration of this lease and the City specifically agrees that it will not sell said leased property prior to the ending date of this lease.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first written.

CITY OF CLOQUET

By: \_\_\_\_\_  
Its Mayor

By: \_\_\_\_\_  
Its Clerk

CLOQUET YOUTH BASEBALL/SOFTBALL ASSOCIATION

By: \_\_\_\_\_  
Its President

By: \_\_\_\_\_  
Its Treasurer