

**CLOQUET PARKS COMMISSION
AGENDA**

**City Hall
Tuesday, March 20, 2018 4:30 p.m.**

ACTION TAKEN

1. **Call to Order.**
2. **Approval of Minutes.**

- a. February 5, 2018, 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 – Caleb/Les
 - Pine Valley Chalet.
 - Skatepark Update.
 - Maintenance Activities.
5. **Action Items.**
- a. CYBSA Budget Review.

- b. CYBSA Agreement.

6. **Future Items.**
 - Next Meeting (**Monday, April 2, 2018** – City Hall)
7. **Adjourn.**

Regular Meeting.
Parks Commission February 5, 2018 4:30 p.m.
City Hall

Present: T. Krohn, B. Wyman, C. Martinson, J. Badger, M. Krick, T. Urbanski

Absent: J. Fryc

Staff: L. Peterson, L. Anderson, K. Stedman, A. Chalberg

Others: J. Rock

MINUTES

The minutes of the December 4, 2017 regular meeting were presented. Motion by Wyman and 2nd by Badger to approve, motion carried 6-0.

ANNOUNCEMENTS / CORRESPONDENCE

A Pine Valley Mountain Bike Trail pre-construction meeting will be on February 16th at 9:00 AM.

COMMUNITY ED REPORT

- No tubing hill due to lack of snow.
- Family fun Sundays are going very well, 60-80 people each Sunday to use pool and gym. Bean Bag tournament last Sunday....one more in February.
- Medallion Hunt started on Friday, Feb. 2, Groundhog Day. Thanks Les for the cool medallion, and WKLK for reading clues.
- The drop in adult volleyball is going well. It is new this year in Garfield gym on Thursday nights 8-9 if anyone wants to join in the fun.
- We've had a lot of inquiries about the Dunlap Island Park. Next winter we will plan to do some family days with free hot chocolate in the warming house.
- The adult cross country ski group meeting weekly in spite of not-so-good snow.
- The number of people walking in Washington Elementary after school is up, unsure why.
- Discovery Club (new Middle School after school club), is going well. We are trying different things to see what "sticks:" crafts, cooking, games, drama, outdoor games, etc. So far, the outdoor games are popular, and the cooking activities are popular.
- Lots of activity in aquatics. The kayakers are using the pool one evening a week. We're holding boys and girls junior swim clubs, swimming lessons are on Sunday afternoon and evenings, number of lap swimmers in the early morning is up.
- A new LumberLog will be coming out in March.

COMMISSIONERS UPDATE

- The Dunlap Island skating ribbon seems to be a hit with 25 to 30 having used it, and positive comments from the general public.

CITY STAFF REPORT

- Pickle Ball Options: It might be possible to convert east side tennis courts at Churchill, L. Peterson to explore pricing for nets and striping. The painting has to be done every 5 years or so, if the pickle ball use is not sufficient, the courts be changed back to regular tennis.
- Pine Valley Chalet: Preliminary plan looks good, more info to come with firm numbers.
- Joint Council Meeting: is tentatively scheduled for March 20th.
- Skatepark Update: C. Peterson is conferring with the insurance company to ensure the current plan is compliance. When approved the plan would go out for bids.
- Maintenance Activities: K. Stedman and A. Chalberg presented their Park Department Mission statement and summary of goals and objectives for each season, as well as

accomplishments in 2017. Use of social media is being explored as a method to reach out to the public and to encourage volunteerism.

ACTION ITEMS

a. 2018 OFFICERS

Motion by Urbanski, 2nd by Martinson, to appoint commissioner Krohn as chairperson and commissioner Wyman as vice-chair of the Park Commission in 2018. Motion Carried, 6-0.

b. CYBSA Budget Review

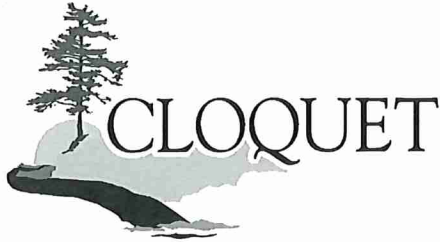
A representative was not in attendance to present the budget. A request for a scoreboard was received and will be discussed at a later date after budget review.

NEXT MEETING

The next meeting to be held March 20, 2018, 4:30 p.m. at City Hall

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

Secretary



DEPARTMENT OF PUBLIC WORKS

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

REQUEST FOR ACTION

To: Park Commission
From: Caleb Peterson, Public Works Director
Date: March 20, 2018

ITEM DESCRIPTION: CYBSA Budget Review.

Proposed Action

Staff recommends the Park Commission move to approve the 2018 CYBSA financial statements and operating budget.

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. Staff has reviewed these documents and found them to be acceptable under the terms of our agreement.

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.

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 is reflected in the CYBSA and City Budget.

Supporting Documentation Attached

2018 Budget.
Financial Statements.
Scoreboard Request.

Actual 2017	Budget 2018
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Income

	Actual 2017	Budget 2018
Apparel Profits	659	500
Concessions	10,008	9,000
Credit Card Rewards		
Donations	750	
Field Usage	8,755	9,000
Fundraiser Profits	1,072	10,000
Interest Income	3	
Photographer Commission		
Registrations	40,338	49,000
Sign Rental	1,640	1,640
Sponsor Fees	8,250	8,500
Tournaments	2,694	4,200
Total Income	74,169	91,840

Expenses**General & Administrative**

Annual Meeting	260	200
Bad Debts		
Bank Service Charges	12	
Cell Phone	600	600
Credit Card Fees	1,449	1,575
Electricity	2,779	3,300
Gifts	50	100
Insurance	3,452	3,500
Lease Payments - City	3,000	3,000
Legal & Accounting	1,490	4,000
Memorials		
Natural Gas	825	800
Post Office Box	90	90
Supplies - Office	163	
Registration Fee	25	25

Scholarships		500
Web site	695	695

Total General & Administrative 14,891 18,385

Baseball/Softball

Advertising	314	350
Awards	1,235	1,600
Copies		
Equipment	6,984	6,500
Fees - Little League District 3	320	500
Lake Superior League Fees	600	1,000
Little League	2,465	2,500
Lot Rental	300	300
Tournament Fees	950	1,400
Umpires	5,597	7,000
Uniforms	6,714	7,500

Total Baseball/Softball 25,479 28,650

Braun Park

Aglime		800
Chalk	1,782	1,500
Equipment	1,169	1,000
Feasibility Study		
Field Dry		200
Flowers		
Gas	1,442	1,500
Payroll Tax Expense	1,744	1,900
Playground		
Portable Toilets	3,030	3,000
Repairs	1,432	1,000
Signs		500
Supplies	4,366	3,700
Wages	18,945	23,000
Weed & Feed		

Total Braun Park 33,910 38,100

Total Expenses	<u>74,280</u>	<u>85,135</u>
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Operating Income	<u>(111)</u>	<u>6,705</u>
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Fixed Asset Purchases

Batting cage 6x6s		
Batting cage blacktop		
Batting cage class 5		
Batting cage doors		
Batting cage net		
Batting cage turf		
Foul ball net		
Parking lot striping		
Player benches		
Storage boxes		
Equipment Purchases		
Garage	(16,000)	
Pitching machines	(875)	

Total Fixed Asset Purchases	<u>(16,875)</u>	-
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Net Increase (Decrease) in Cash	<u>(16,986)</u>	<u>6,705</u>
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11:01 AM
01/05/18
Accrual Basis

Cloquet Youth Baseball/Softball Association
Profit & Loss Prev Year Comparison
January 1 - 5, 2018

	<u>Jan 1 - 5, 18</u>	<u>Jan 1 - 5, 17</u>	<u>\$ Change</u>
Ordinary Income/Expense			
Expense			
General and Administrative			
Insurance	2,957.71	2,956.75	0.96
Lease	3,000.00	3,000.00	0.00
Total General and Administrative	<u>5,957.71</u>	<u>5,956.75</u>	<u>0.96</u>
Total Expense	<u>5,957.71</u>	<u>5,956.75</u>	<u>0.96</u>
Net Ordinary Income	<u>-5,957.71</u>	<u>-5,956.75</u>	<u>-0.96</u>
Net Income	<u><u>-5,957.71</u></u>	<u><u>-5,956.75</u></u>	<u><u>-0.96</u></u>

11:01 AM

01/05/18

Cloquet Youth Baseball/Softball Association
A/R Aging Summary
As of January 5, 2018

	<u>Current</u>	<u>1 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>> 90</u>	<u>TOTAL</u>
Duluth Dodge Inc	0.00	0.00	0.00	0.00	250.00	250.00
TOTAL	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>250.00</u>	<u>250.00</u>

11:02 AM
01/05/18
Accrual Basis

Cloquet Youth Baseball/Softball Association
Balance Sheet Prev Year Comparison
As of January 5, 2018

	Jan 5, 18	Jan 5, 17	\$ Change
ASSETS			
Current Assets			
Checking/Savings			
Checking - Frandsen	17,341.79	22,946.18	-5,604.39
Total Checking/Savings	17,341.79	22,946.18	-5,604.39
Accounts Receivable			
Accounts Receivable	250.00	0.00	250.00
Total Accounts Receivable	250.00	0.00	250.00
Other Current Assets			
Due from Jeff Woollett	0.00	749.30	-749.30
Due from Randy Anderson	0.00	105.00	-105.00
Total Other Current Assets	0.00	854.30	-854.30
Total Current Assets	17,591.79	23,800.48	-6,208.69
Fixed Assets			
Fixed Assets			
Garage addition	16,000.00	0.00	16,000.00
Pitching Machines 2017	875.00	0.00	875.00
Batting Cages	5,289.70	5,289.70	0.00
Purchased prior to 2016	240,240.70	240,240.70	0.00
Depreciation	-175,031.00	-175,031.00	0.00
Total Fixed Assets	87,374.40	70,499.40	16,875.00
Total Fixed Assets	87,374.40	70,499.40	16,875.00
TOTAL ASSETS	104,966.19	94,299.88	10,666.31
LIABILITIES & EQUITY			
Liabilities			
Current Liabilities			
Accounts Payable			
Accounts Payable	0.00	3,687.97	-3,687.97
Total Accounts Payable	0.00	3,687.97	-3,687.97
Other Current Liabilities			
Due to Skate Park Association	15,086.99	0.00	15,086.99
Due to Sway Fun Swing	360.98	360.98	0.00
Prepaid Sign Rental	1,380.00	2,120.00	-740.00
MN Withholding Payable	36.00	13.00	23.00
941 Tax Payable	198.64	102.46	96.18
Total Other Current Liabilities	17,062.61	2,596.44	14,466.17
Total Current Liabilities	17,062.61	6,284.41	10,778.20
Total Liabilities	17,062.61	6,284.41	10,778.20
Equity			
Retained Earnings	93,861.29	93,972.22	-110.93
Net Income	-5,957.71	-5,956.75	-0.96
Total Equity	87,903.58	88,015.47	-111.89
TOTAL LIABILITIES & EQUITY	104,966.19	94,299.88	10,666.31

11:03 AM

01/05/18

Cloquet Youth Baseball/Softball Association
Statement of Cash Flows
January 1 - 5, 2018

	<u>Jan 1 - 5, 18</u>
OPERATING ACTIVITIES	
Net Income	-5,957.71
Net cash provided by Operating Activities	<u>-5,957.71</u>
Net cash increase for period	-5,957.71
Cash at beginning of period	<u>23,299.50</u>
Cash at end of period	<u><u>17,341.79</u></u>

January 10th, 2018

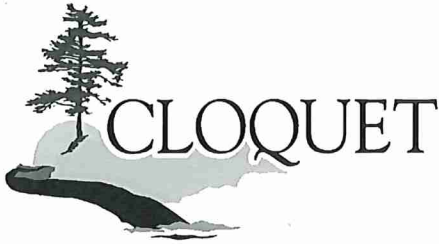
To whom it may concern,

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



DEPARTMENT OF PUBLIC WORKS

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REQUEST FOR ACTION

To: Park Commission
From: Caleb Peterson, Public Works Director
Date: March 20, 2018

ITEM DESCRIPTION: CYBSA Lease Agreement.

Proposed Action

Staff recommends the Park Commission **MOVE TO RECOMMEND APPROVAL OF THE 2018 LEASE AGREEMENT WITH THE CLOQUET YOUTH BASEBALL/SOFTBALL ASSOCIATION (CYBSA).**

Background/Overview

The current lease with the CYBSA expired at the end of last season. This agreement was restructured in 2012 and to date both parties have expressed positive comments as to the previous changes.

Key terms to the Lease Agreement are as follows:

- Rent of \$3,000/year for the life the Lease.
- 5-year term with an option to renew upon City approval.
- City to maintain ownership of 1 riding mower and 1 groomer for use at Braun Park.
- CYBSA to maintain liability insurance for the City mower, groomer and grounds.
- City shop to provide major maintenance of CYBSA equipment with all parts costs billed to CYBSA.
- CYBSA to provide annual budget and financial statements for review and approval by the Park Commission.

Policy Objectives

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.

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

Financial/Budget/Grant Considerations

Budgets for both organizations are based on the current lease agreement.

Supporting Documentation Attached

2018 Lease Agreement.

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

THIS AGREEMENT entered into the ___ day of _____, 2018, 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 \$1,500,000.00. 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