

**CLOQUET PARKS COMMISSION
AGENDA**

**City Hall
Tuesday, February 2, 2016 4:30 p.m.**

ACTION TAKEN

1. Call to Order.

2. Approval of Minutes.

- a. January 4, 2016, Regular Commission Meeting.
(Additions, deletions, or corrections)

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

4. Information and Reports.

- a. Community Ed Report –Ruth
- b. City Staff Report – Les/Caleb
- Maintenance Activities.
- c. Commissioners Update/Other.

5. Action Items.

- a. CYBSA Budget Review.
(Recommendation Requested)

6. Future Items.

- Next Meeting (**Monday, March 7, 2016** – City Hall)

7. Adjourn.

Regular Meeting.
Parks Commission January 4, 2016 4:30 p.m.
City Hall

Present: Urbanski, Krick, Badger, Krohn, Stowell, Louhela, Wyman.
Absent: None.
Staff: C. Peterson, L. Peterson.
Others: R. Reeves.

MINUTES

The minutes of the December 7, 2015 regular meeting were presented and approved.

COMMUNITY ED REPORT

- Report was given on the aquatics program.
 - Possibility for expansion with new pool construction.
 - Review of current Herb Drew programs and schedule.
- A review of the rules for the planned medallion hunt with WKLK was presented.

CITY STAFF REPORT

- Joint meeting with City Council will be held on February 2nd.
 - Primary topic of discussion will be a review of 2016 park projects.
 - Commission will have a short regular meeting beginning at 4:30.

COMMISSIONERS UPDATE

- Commissioner Krohn inquired about the ability to perform some minor grading on the Pine Valley West ski trail to improve the trail surface during the early season.
 - Staff to follow up with FDL as part of the next agreement renewal prior to any work.
- Commissioner Stowell had questions regarding the CYBSA budget, possible field additions, and the existing well system.
 - The CYBSA budget will be placed on the next meeting agenda as required by the City's agreement with the Association.
 - Staff to meet with CYBSA in the spring to look at any expansion plans.
 - A review was provided of the history with the Braun Park Well.

ELECTION OF 2016 OFFICERS

Motion by Wyman, 2nd by Krohn, to appoint commissioner Stowell as chairperson and commissioner Louhela as vice-chair of the Park Commission in 2016. Motion Carried, 7-0.

PINE VALLEY TRAIL DESIGN

A proposal for design of a singletrack mountain bike trail at Pine Valley was presented for review. The cost of the work is estimated \$5,500. Work is to be completed in spring of 2016 using revolving CIP funding for miscellaneous park design.

Motion by Stowell, 2nd by Louhela, to recommend approval of a contract with Dirt Dojo for preliminary design of a singletrack trail system in Pine Valley Park. Motion Carried, 7-0.

NEXT MEETING

The next meeting to be held February 2, 2016, 4:30 p.m. at City Hall.

On motion duly carried by a unanimous ye a 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, Assistant City Engineer
Date: January 27, 2016

ITEM DESCRIPTION: CYBSA Budget Review.

Proposed Action

Staff recommends the Park Commission **MOVE TO ACCEPT THE 2016 CYBSA BUDGET, AND FINANCIAL STATEMENTS.**

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 the 2016 statements and found no issues. 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 2016 is reflected in the CYBSA and City Budget.

Supporting Documentation Attached

2016 Financial Statements.
CYBSA Agreement.

Actual 2014	Actual 2015	Budget 2016
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Income

Apparel Profits		643	650
Concessions	9,479	10,315	10,000
Donations	387		
Field Sponsorship			
Field Usage	5,697	9,844	8,000
Fundraiser Profits	4,910	4,805	3,000
Insurance Proceeds			
Interest Income	3	3	
Picnic Tables			
Registrations	38,100	44,306	46,500
Registrations from Cookie Dough			
Sign Rental	295	1,540	1,790
Sponsor Fees	8,250	9,250	9,250
Tournaments	5,517	4,889	5,000
Total Income	72,637	85,595	84,190

Expenses

General & Administrative

Annual Meeting	210	150	150
Audit			
Bad Debts	1,530	(244)	
Bank Service Charges	8	8	
Cell Phone	600	600	600
Credit Card Fees	72	52	2,000
Electricity	2,974	3,232	3,300
Insurance	3,344	2,528	2,948
Interest Expense			
Lease Payments - City	3,000	3,000	3,000
Legal & Accounting	1,102	1,165	1,200
Memorials			
Natural Gas	338	875	900
Supplies - Office		278	
Postage			
Registration Fee	25	25	25
Scholarships	1,900	865	700
Telephone - Land Line			

	Actual 2014	Actual 2015	Budget 2016
Web site	1,287	668	595
Total General & Administrative	16,390	13,203	15,418

Baseball/Softball

Advertising	353	155	150
Awards	770	638	1,000
Clinics			
Copies	54	272	100
Equipment	4,683	9,022	4,000
Fees - Little League District 3	596	616	650
Lake Superior League Fees	750	700	700
Little League	2,286	2,268	2,500
Lot Rental	300	300	300
Tournament Fees	1,379	1,425	1,625
Umpires	4,864	5,109	6,000
Uniforms	9,291	6,680	7,500
Total Baseball/Softball	25,325	27,184	24,525

Braun Park

Aglime			1,400
Benches			
Chalk	1,320	1,727	1,500
Clay	(40)		
Equipment	310	2,031	1,000
Feasibility Study	500		
Field Dry	170		
Fire Damage to Concession Stand			
Flowers		1,613	
Gas	1,130	1,284	1,200
Outside Services			
Payroll Tax Expense	1,168	1,639	1,800
Playground	183	60	100
Portable Toilets	1,475	2,351	2,000
Repairs	2,296	608	3,000
Signs		240	300
Storage Boxes			
Supplies	2,784	3,372	2,500

	Actual 2014	Actual 2015	Budget 2016
Tables			
Tents			
Wages	12,290	17,244	19,000
Weed & Feed	3,500		
Total Braun Park	27,086	32,169	33,800
Total Expenses	68,801	72,556	73,743
Operating Income	3,836	13,040	10,447
Fixed Asset Purchases			
Batting cage 6x6s		(1,188)	
Batting cage blacktop		(1,150)	(2,290)
Batting cage class 5		(450)	
Batting cage net		(1,139)	
Batting cage turf		(3,085)	(3,500)
Foul ball net		(1,845)	
Parking lot striping		(750)	
Player benches		(820)	
Storage boxes		(650)	
Equipment Purchases	(5,642)		
Pitching machines			(2,400)
Total Fixed Asset Purchases	(5,642)	(11,077)	(8,190)
Net Increase (Decrease) in Cash	(1,806)	1,963	2,257

Cloquet Youth Baseball/Softball Association
Balance Sheet
As of December 31, 2015

Dec 31, 15

ASSETS	
Current Assets	
Checking/Savings	
Checking - Frandsen	21,955.67
Total Checking/Savings	21,955.67
Accounts Receivable	
Accounts Receivable	250.00
Total Accounts Receivable	250.00
Total Current Assets	22,205.67
Fixed Assets	
Fixed Assets	
Batting Cage 6x6s 2015	1,188.00
Batting Cage Blacktop 2015	1,150.00
Batting Cage Class 5 2015	450.00
Batting Cage Net 2015	1,139.00
Batting Cage Turf 2015	3,084.58
Foul Ball Net 2015	1,845.00
Parking Lot Striping 2015	750.00
Player Benches 2015	820.00
Storage Boxes 2015	650.00
Purchased prior to 2015	230,634.12
Depreciation	-165,365.00
Total Fixed Assets	76,345.70
Total Fixed Assets	76,345.70
TOTAL ASSETS	98,551.37
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	1,420.45
Total Accounts Payable	1,420.45
Other Current Liabilities	
Prepaid Sign Rental	2,860.00
Total Other Current Liabilities	2,860.00
Total Current Liabilities	4,280.45
Total Liabilities	4,280.45
Equity	
Retained Earnings	81,231.01
Net Income	13,039.91
Total Equity	94,270.92
TOTAL LIABILITIES & EQUITY	98,551.37

**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

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Last Saved By: CP

Save Date: 2012-07-05