

**CLOQUET PARKS COMMISSION  
AGENDA**

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**City Hall  
Monday, April 4, 2016 4:30 p.m.**

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**ACTION TAKEN**

**1. Call to Order.**

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**2. Approval of Minutes.**

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- a. February 2, 2016, Regular Commission Meeting.  
*(Additions, deletions, or corrections)*

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

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**4. Information and Reports.**

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- a. Community Ed Report –Kayla
- b. City Staff Report – Les/Caleb
- Skatepark Design Meeting.
  - Maintenance Activities.
- c. Commissioners Update/Other.
- Sunnyside Park ADA Play Structure – Kathy/Debbie

**5. Action Items.**

- a. FDL Ski Trail Agreement.  
*(Recommendation Requested)*

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**6. Future Items.**

- Next Meeting (**Monday, May 2, 2016** – City Hall)

**7. Adjourn.**

Regular Meeting.  
 Parks Commission February 2, 2016 4:30 p.m.  
 City Hall

Present: Urbanski, Krick, Krohn, Stowell, Louhela, Wyman.  
 Absent: Badger.  
 Staff: C. Peterson.  
 Others: L. Wilkinson.

### MINUTES

The minutes of the January 4, 2016 regular meeting were presented and approved.

### CITY STAFF REPORT

- Staff reported on various winter maintenance activities at the outdoor rinks and ski trails.

### COMMISSIONERS UPDATE

- Commissioner Krohn informed the Commission of snowmobile traffic which was using the Pine Valley West Ski Trail.
  - The local snowmobile club installed an orange snow fence at the cross over point after it was reported.
  - A more permanent barrier should be installed prior to next season.
- Commissioners Wyman and Louhela presented an online video showing an ice skating trail thru the woods in Canada.
  - The Commission held a brief discussion on feasibility and how the location differs from the planned skating ribbon at Dunlap Island.

### CYBSA BUDGET REVIEW

Commissioner Stowell presented a review of the 2016 Cloquet Youth Softball/Baseball Association budget and financial statements as required by the City's agreement with CYBSA

**Motion by Urbanski, 2<sup>nd</sup> by Krohn, to accept and approve the 2016 CYBSA financial statements.  
 Motion Carried, 6-0.**

### NEXT MEETING

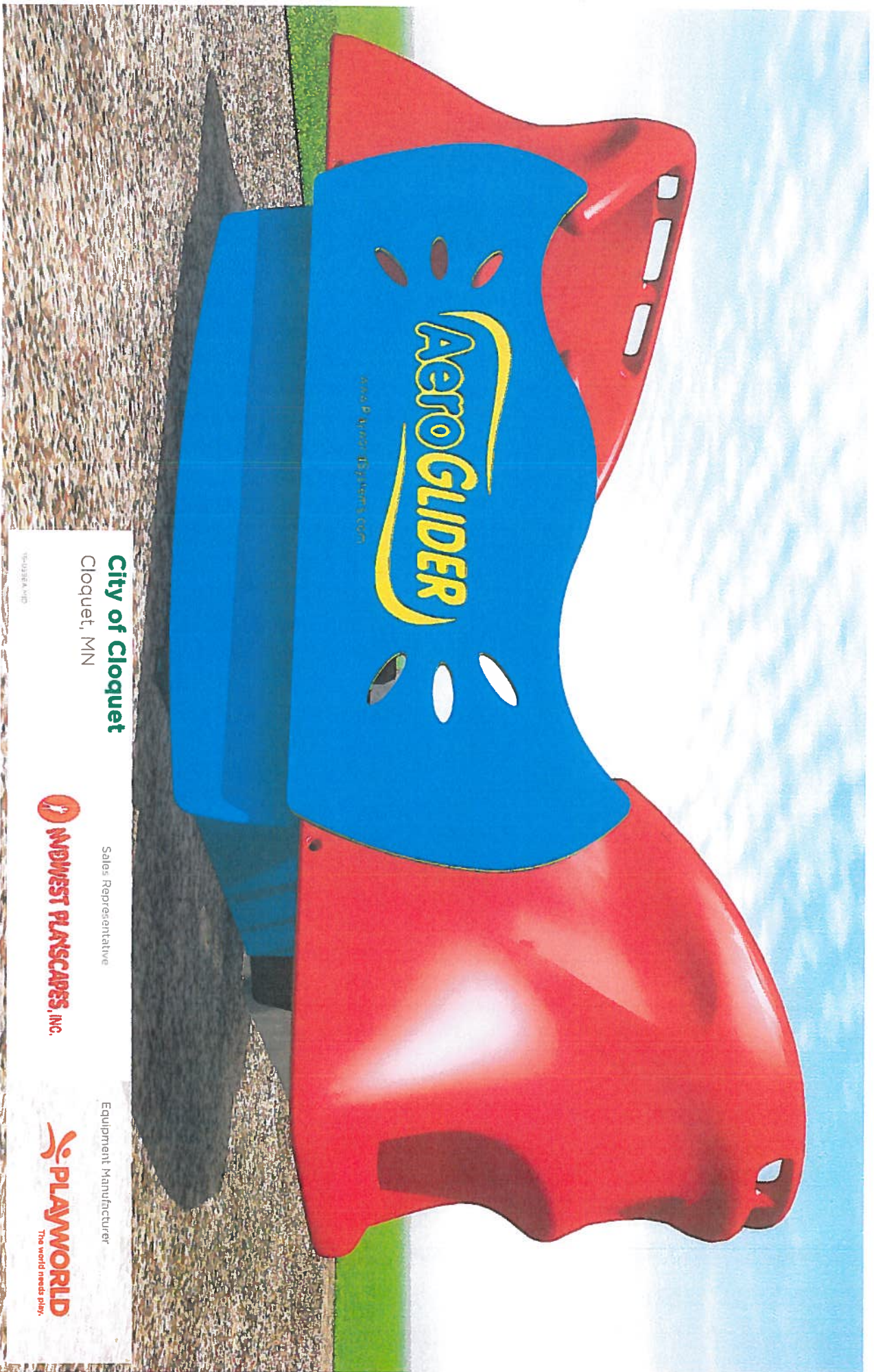
The next meeting to be held March 7, 2016, 4:30 p.m. at City Hall.

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




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Secretary



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Cloquet, MN

Sales Representative



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E-mail: playscapes@earthlink.net

## Quotation



**Project:** City of Cloquet  
**Contact:** Les Peterson  
**Ship To:** 1307 Cloquet Ave  
 Cloquet, MN 55720  
**Email:** [lpeterson@ci.cloquet.mn.us](mailto:lpeterson@ci.cloquet.mn.us)

**Phone:** 218-879-7762  
**Fax:**  
**Bill To:** 1307 Cloquet Ave  
 Cloquet, MN 55720

**Shipping Contact Name:** \_\_\_\_\_ **Date:** 2/18/2016

Qty	Design/Item #	Description	Price each	Total
1	ZZUN7330	AEROGLIDER DECK EXTENSION FOR EXISTING STRUCTURE	\$	384.00
1	ZZUN7336	AEROGLIDER	\$	16,091.00
<b>Northeast Service Coop Discount</b>				<b>\$ (2,800.75)</b>

	Subtotal	\$	13,674.25
	Freight	\$	1,072.85
Tax Exempt # _____	Sales Tax		
	Local Sales Tax		
	<b>Total</b>	<b>\$</b>	<b>14,747.10</b>

**NOTE: UNLESS OTHERWISE NOTED,** prices shown are material only. They **DO NOT** include: assembly, installation, border, safety surfacing, drain tile, geotextile fabric, removal of existing equipment, site preparation, excavation or site restoration, unloading of equipment, disposal of packaging material, storage of equipment, additional insurance and bonding would be extra, unless otherwise stated above. If playground equipment or materials are stored off site, customer is responsible for transporting equipment to job site.

*Prices firm for 30 days, subject to review thereafter. Our terms are net 30. A finance charge of 1.5% will be imposed on the outstanding balance unpaid for more than 30 days after the shipment of materials. Equipment shall be invoiced separately from other services and shall be payable in advance of those services and project completion. Retainage not accepted. Once customer has signed quotation, your order cannot be changed or canceled. Please allow 3 to 4 weeks for delivery after receipt of order. Standard manufacturing design, specification, and construction apply unless noted otherwise. Customer is responsible for the identification of all underground utilities. Area must be accessible to Bobcat and other equipment necessary for installation or additional fees will be charged. Freight quote is based on customer unloading equipment and checking in all equipment for any missing parts. If product is refused by customer upon delivery for any reason (unless damaged), without prior authorization from Midwest Playscapes, Inc., the customer agrees to pay 20% restocking fee plus freight charges. If we can be of Other Assistance, please feel free to contact us.*

Signed: \_\_\_\_\_  
 Scott Winter

Accepted \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Printed Name: \_\_\_\_\_



**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)

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**REQUEST FOR ACTION**

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To: Park Commission  
From: Caleb Peterson, Assistant City Engineer  
Date: March 31, 2016

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**ITEM DESCRIPTION:** FDL Ski Trail Agreement.

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**Proposed Action**

Staff recommends the Park Commission **MOVE TO RECOMMEND THE APPROVAL OF THE AGREEMENT WITH FDL FOR OPERATION AND MAINTENANCE OF THE PINE VALLEY WEST SKI TRAIL.**

**Background/Overview**

The City of Cloquet has operated the very popular Pine Valley West Ski Trail for a number of years. In 2013 a portion of the land which on which the trail runs was purchased by FDL. Since that time the City has entered into an agreement with FDL for continued use of the property as a ski trail.

The current agreement has expired and needs to be renewed. In order to accommodate the requests of the many trail users, Section 10 was added to the agreement outlining the terms of potential trail improvements on the FDL owned parcel.

**Policy Objectives**

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.

**Financial/Budget/Grant Considerations**

None.

**Supporting Documentation Attached**

Land Use Permit Agreement.

# LAND USE PERMIT AGREEMENT

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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, 1307 Cloquet Avenue, 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 17W. (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 is the 2016 to 2019 ski seasons, commencing on May 1, 2016 and continuing through May 31, 2019.
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.
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 one 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 insure 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 summer of 2016 the City proposes to 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.

**FOND DU LAC BAND OF LAKE SUPERIOR CHIPPEWA**

\_\_\_\_\_  
\_\_\_\_\_, Chairperson

DATE: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_, Sec./Treas.

DATE: \_\_\_\_\_

**THE CITY OF CLOQUET**

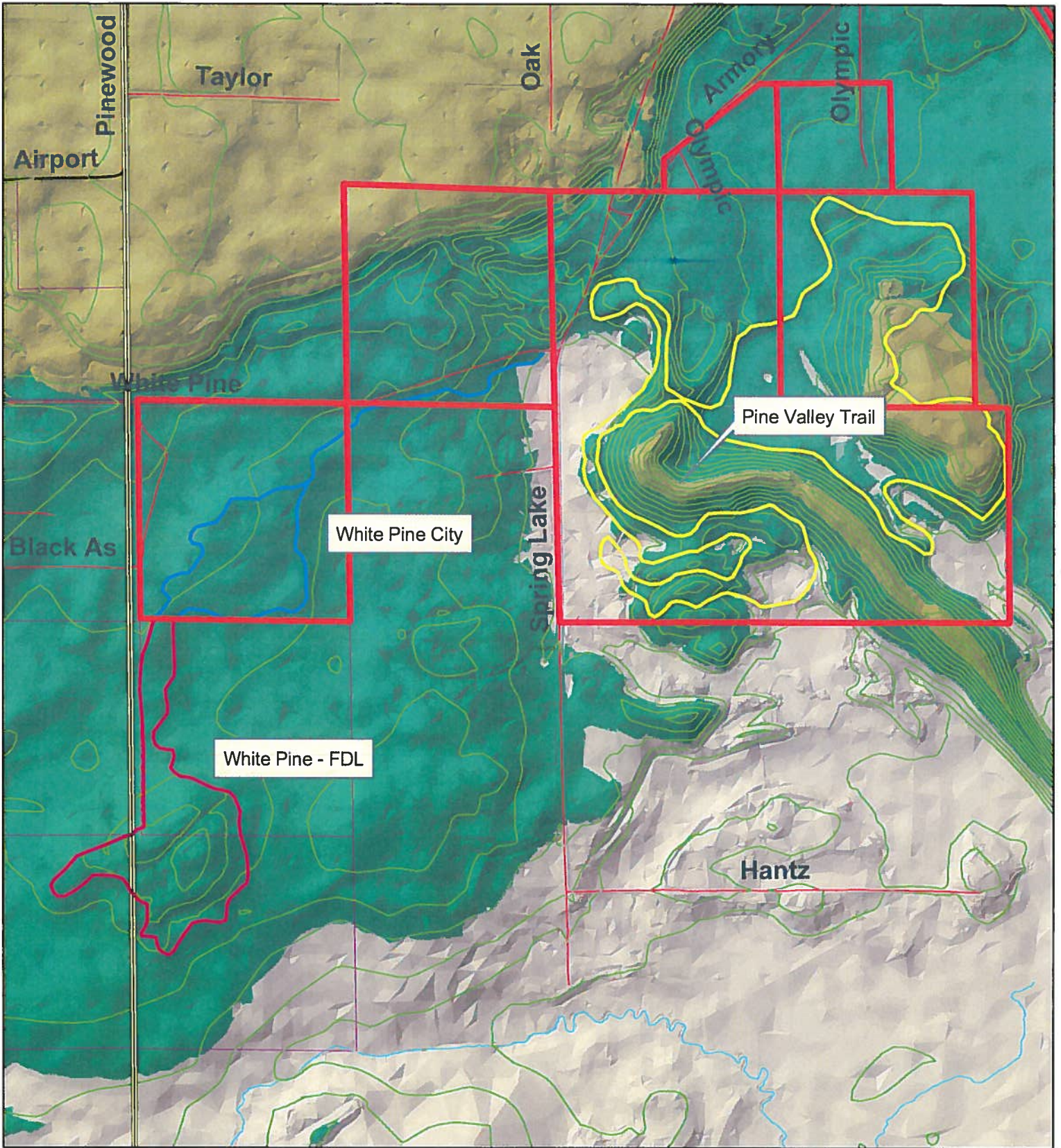
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Printed Name: \_\_\_\_\_

DATE: \_\_\_\_\_

Title: \_\_\_\_\_



# Pine Valley Trail System



## Legend

### Pine Valley Sk Trails

#### Tails

- Pine Valley
- White Pine City
- White Pine FDL
- Boundaryline
- FDL\_Contours\_2005\_High
- CityOwned



Disclaimer: FDL makes no representations about the suitability of this map for any purpose. The map is provided 'as is' without express or implied warranties, including warranties of merchantability and fitness for a particular

UTM NAD 83 Zone 15  
 FDL Resource Management  
 GIS Environmental  
 718 878 8828