

**CLOQUET PARKS COMMISSION  
AGENDA**

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**Pinehurst Park  
Monday, July 11, 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. June 6, 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
- b. City Staff Report – Les/Caleb
- Pickle Ball Discussion.
  - Pine Valley Signage Proposal.
  - Maintenance Activities.
- c. Commissioners Update/Other.

**5. Action Items.**

- a. Lumberjack Blue Line Club Request.  
*(Recommendation Requested)*

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- b. FDLTCC Field Use Agreement.  
*(Recommendation Requested)*

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**6. Future Items.**

- Next Meeting (**Monday, August 1, 2016** – Location?)

**7. Adjourn.**

Regular Meeting.  
 Parks Commission June 6, 2016 4:30 p.m.  
 Hilltop Park

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

### MINUTES

The minutes of the May 2, 2016 regular meeting were presented and approved.

### COMMUNITY ED REPORT

- June 6<sup>th</sup> is opening day at the Pond.
- 20 volunteers participated in Age to Age clean-up at Pinehurst.
- Age to Age interns will plan Sunday programs at the Beach in 2016.
- UMD coaching staff will hold a Tennis program in the parks this summer.

### CITY STAFF REPORT

- Staff gave an update on various CIP projects.

### COMMISSIONERS UPDATE/OTHER

- Commissioners Krohn informed the group of beaver activity obstructing a culvert and causing trail flooding in Pine Valley.
- Commissioner Badger questioned if FDL contact information had be distributed to the group planning the Veterans Park Memorial Wall.
  - Staff stated the contact information was forwarded as requested.

### STANTEC DESIGN SERVICES PROPOSAL

Staff presented a brief overview of the proposal submitted by Stantec for design of the proposed skatepark project. Commissioner Badger questioned if recommending approval committed the City going forward given the conflicting opinions expressed to date as it relates to the designer and builder. Staff recommended a contract be awarded for preliminary design only at this time. Such a commitment would allow the City to reassess our satisfaction with the process prior to preparation of final bid documents.

**Motion by Krick, 2<sup>nd</sup> by Badger, to recommend approval of a contract with Stantec to complete Tasks I & II of the Skatepark Design Services Proposal. Motion Carried, 5-0.**

### NEXT MEETING

The next meeting to be held July 11, 2016, 4:30 p.m. at Pinehurst Park.

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




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Secretary

## Project Description and Benefit

Briefly describe your project.

My project will consist of adding new signs that better describe the trails that Cloquet citizens are using. Additional signs will also be added at areas that seem fitting. In addition, an app will be created to give additional park information, along with additional info and tracking.

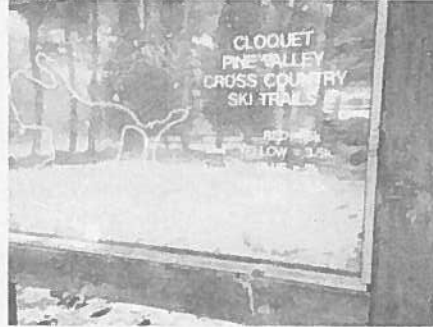
Attach sketches or "before" photographs if these will help others visualize the project.

Please click below to add images (JPEG, JPG, BMP, GIF, TIF, PNG, etc.)

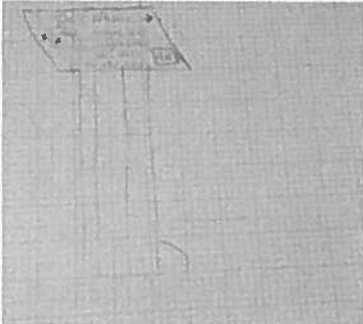


L: Current marker for 2km traveled

R: Current signs indicating length (3.5/5.5km) of each trail



Current master map by front chalet



Future signs, featuring trail name, length in km/mi, map w/ informative info, QR/Web link

Tell how your project will be helpful to the beneficiary. Why is it needed?

This project would be helpful because it gives the community updated views of the way the trail system runs, as well as promoting trail use through the interactive app. In addition, this lines up with motions in the Cloquet Parks/Rec Master Plan.

When do you plan to begin carrying out your project? Summer 2016

When do you think your project will be completed? End of Summer 2016

## Giving Leadership

Approximately how many people will be needed to help on your project? 10

Where will you recruit them (unit members, friends, neighbors, family, others)? Explain:

I would recruit troop members for the assembly and creation of the signs, as well as students for the creation of the app.

What do you think will be most difficult about leading them?

In the app section, people will be working that have varying levels of experience in differing app fields, which will pose a challenge for designing it. In addition, the unit will be spread across as they install the signage.



## 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, City Engineer  
Date: July 6, 2016

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**ITEM DESCRIPTION:** Lumberjack Blue Line Club Request.

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#### **Proposed Action**

Staff recommends the Park Commission **MOVE TO RECOMMEND APPROVAL OF RESOLUTION NO. 16-\_\_ AUTHORIZING THE LUMBERJACK BLUE LINE CLUB TO RESERVE PARKING SPACES AT NORTHWOODS ARENA DURING BOY'S HOME HOCKEY GAMES.**

#### **Background/Overview**

Cloquet is unique in that we have one of the only indoor ice arenas across the state which is actually owned and maintained by the local Hockey Association rather than the School District or City. Northwood's Credit Union Arena (formerly CARC), sits on City owned property which is leased to the Hockey Association under the terms of two agreements. While the Arena building is property of the Association, the surrounding property (parking lot) is still owned and controlled by the City of Cloquet.

In June the City received the attached request from the Lumberjack Blue Line Club requesting to reserve parking spaces for Boy's home hockey games as a fundraising opportunity. Staff has reviewed the request found it to be consistent with City Policy, and past practice provided the signage is temporary in nature. As a requirement of the approval, it is recommend any parking restrictions must be taken down after each game so as not to conflict with the Senior Center or any other public use of the area.

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

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

N/A

#### **Supporting Documentation Attached**

Resolution No. 16-\_\_.  
Letter of Request.

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

**RESOLUTION NO. 16- \_\_\_\_\_**

**RESOLUTION AUTHORIZING THE LUMBERJACK BLUE LINE CLUB TO  
RESERVE PARKING SPACES AT NORTHWOODS ARENA DURING BOY'S HOME  
HOCKEY GAMES**

**WHEREAS**, The Lumberjack Blue Line Club desires to conduct a fundraiser by reserving twenty parking spaces outside Northwood's Arena during boy's home hockey games; and

**WHEREAS**, The City of Cloquet owns and maintains the parking lot servicing the Arena; and

**WHEREAS**, The Park Commission and City Staff have reviewed the request and found it to be consistent with Park Master Plan Policy and past practice for similar type requests; and

**WHEREAS**, The City and Blue Line Club mutually agree that the posting of any parking space in the lot as reserved will be temporary in nature; and

**WHEREAS**, As a condition of approval, all reserved parking signs must be removed from the lot following each game in order to prevent conflict with any other community event or facility serviced by the parking lot.

**NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF  
CLOQUET, MINNESOTA,**

That the reservation of parking spaces at Northwood's Arena by the Lumberjack Blue Line Club is hereby approved subject to the conditions listed above.

**PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF CLOQUET  
THIS 19TH DAY OF JULY, 2016.**

\_\_\_\_\_  
Dave Hallback, Mayor

ATTEST:

\_\_\_\_\_  
Brian Fritsinger, City Administrator



Mr. Caleb Peterson  
City of Cloquet  
1307 Cloquet Avenue  
Cloquet, MN 55720

Dear Mr. Peterson,

I spoke with Mr. Les Peterson on the telephone today and he suggested I send you this letter.

I am on the board for a new non-profit organization call the Lumberjack Blue Line Club here in Cloquet, Minnesota. The Lumberjack Blue Line Club benefits players on the Cloquet-Esko-Carlton Boy's High School Hockey Team by raising funds, organizing volunteers, and building community awareness.

One of the fundraising areas we are promoting would involve giving (20) reserved parking spaces to specific donors. Our plan is to have portable signs posted for parking during all boy's home hockey games. Les believes this is a good benefit for donors, but wanted to have us get approval from the Park Commission and the City Council.

The Lumberjack Blue Line Club is a registered 501(c)(3) non-profit organization (Federal Tax ID# 81-2657499). All donations to the Lumberjack Blue Line Club are 100% tax deductible, above the fair market value of any goods or services.

If I could get on your agenda for your July meeting I would greatly appreciate it so we could offer this benefit to potential supporters. If you have any questions in the meantime, please feel free to email me at the address below.

Thank you,

A handwritten signature in blue ink, appearing to read "Mike Acers", is written over the typed name and extends upwards and to the right.

Mike Acers  
Lumberjack Blue Line Club  
1618 Cloquet Avenue  
Cloquet, MN 55720  
Federal Tax ID: 81-2657499  
[www.LUMBERJACKBLC.org](http://www.LUMBERJACKBLC.org)  
218.590.7883

cc: Mr. Les Peterson

Benefitting Cloquet-Esko-Carlton Boy's High School Hockey



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### REQUEST FOR ACTION

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To: Park Commission  
From: Caleb Peterson, City Engineer  
Date: July 6, 2016

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**ITEM DESCRIPTION:** FDLTCC Lease Agreement.

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#### **Proposed Action**

Staff recommends the Park Commission **MOVE TO RECOMMEND APPROVAL OF THE LEASE AGREEMENT WITH FDLTCC FOR OPERATION AND MAINTENANCE OF FIELD 4 AT HILLTOP PARK.**

#### **Background/Overview**

Improvements programmed at Hilltop Park in 2015 and 2016 included the development of a 4<sup>th</sup> athletic field. Since their original development, the Hilltop fields (suitable for soccer, football, lacrosse etc.) have been in high demand used heavily by the Soccer Association, School District, and College. During the fall in particular, it is rare to find a field that is not occupied from the time school lets out until sunset each night. Unfortunately, the high demand for field space has resulted in conflict among the various users as well as condition and maintenance challenges for city staff.

In keeping with park system goals, the City has historically looked to partner with various agencies and associations in order to provide and maintain athletic facilities throughout the park system. In the case of Field 4, staff is proposing a lease agreement be executed with FDLTCC. The terms of said lease are similar to those currently utilized with the CYBSA at Braun Park and include the following:

**Rent** - Rent for the facility would amount \$4,500 annually. In keeping with past practice, this amount was derived based on a 20 year payback of the construction expenses incurred by City in addition to a nominal fee for supply of water and any minor maintenance tasks.

**Use** - The College will have the right to use and operate the facilities for any football event, athletic event, physical education class or other recreational activities associated with the mission of the College.

**Scheduling** - Scheduling of the field for both College programs and recreational opportunities of the community will be done by the College. A copy of the schedule shall be posted at the facilities on a regular basis as well as contact information for rental of the facilities. The College is not allowed to charge members of the community to use such facilities for recreational purposes.

**Maintenance and Operation** - The College will maintain and pay for all costs associated with operation of the recreational facilities on the leased premises except garbage pickup and supply of water. Costs include but are not limited to all phones, electricity, supply and maintenance of restroom facilities and all costs related to the maintenance of the playing field.

Both City and College Staff have reviewed the attached lease agreement and found the terms to be acceptable.

**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.

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**

Under the terms of the lease, the city would receive \$4,500 per year in rent. The only direct costs for said operation would be the supply of water/irrigation and garbage pick-up.

**Supporting Documentation Attached**

Lease Agreement.



**LEASE AGREEMENT BETWEEN CITY OF CLOQUET AND  
FOND DU LAC TRIBAL AND COMMUNITY COLLEGE**

THIS AGREEMENT entered into the 19<sup>th</sup> day of July, 2016, by and between the City of Cloquet, a Minnesota Municipal Corporation (hereinafter referred to as the “City” or “Lessor”), and the Fond du Lac Tribal and Community College (hereinafter referred to as “Lessee”).

WITNESSETH:

WHEREAS, the City is the owner of real property and improvements thereon known as Hilltop park at 1415 John Road, Cloquet, MN; and

WHEREAS, the City has been requested by Lessee to lease certain property to Lessee for the purpose of college athletics and physical education including the practices and games of the college football team and other recreational activities expressly for recreational use of the Lessee; 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 “Field 4”); and

WHEREAS, the City and Lessee have agreed upon the terms and conditions of leasing the necessary facilities for recreational use in the best interests of the community and college:

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 site described on Exhibit “A” attached hereto.
2. Rent. Commencing on the effective on the date of this agreement the Lessee agrees to compensate and pay the City based upon a base annual rate of Four Thousand Five Hundred Dollars (\$4,500) per year and other good and valuable consideration as set forth below.

Every year thereafter, the payment shall increase by the rate of the consumer price index (CPI) for Minneapolis-St. Paul for the month ending at the end of each calendar year of the agreement.

These payments shall be made in one lump sum payment due by August 1<sup>st</sup> of each year.

Lessee represents and warrants that it is solely entitled to all rents payable under the terms of this lease agreement. Lessee further represents and warrants that it is registered with the Secretary of State to do business in the State of Minnesota and will continue to provide the documentation required by the Secretary of State’s office to remain in good standing.

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 thirty (30) days written notice to Lessee. The Lessee will have the option of renewing the lease for one (1) subsequent term of five (5) years (2 terms total/10 years).
4. Termination. 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 thirty (30) 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 college athletics and physical education including the practices and games of the college football team and other recreational activities expressly for recreational use of the Lessee at the facilities being leased pursuant to this Agreement as contemplated by the Agreement; or
- b. If the City loses the right to participate in the program for which funding was authorized for the leased premises; or
- c. If the Lessee defaults on its obligations pursuant to this lease as provided herein.

In the event that the Minnesota State Legislature does not appropriate to the Board of Trustees of the Minnesota State Colleges and Universities funds necessary for the continuation of this Lease Agreement, or in the event that Federal funds necessary for the continuation of this Lease Agreement are withheld for any reason, this Lease Agreement may be terminated by Lessee upon giving thirty (30) days written notice.

Pursuant to Minnesota Statutes, Section 16B.24, Subdivision 6, this Lease Agreement is subject to cancellation upon thirty (30) days written notice by Lessee for any reason except lease of other non-state owned land or premises for the same use.

5. Use. The Lessee shall have the right to use and operate the facilities for any football event, athletic event, physical education class or other recreational activities associated with the mission of the college, provided that they operate the facilities in a sound and professional manner. The Lessee may not use the facilities, or permit any other person or entity to use the facilities, for any improper, immoral or unlawful purpose, for a use of purpose inconsistent with the use of the facilities as a park, or for any use that would constitute a public or private nuisance or would make void or voidable any insurance then in force with respect to the facilities.
6. Rules and Regulations. The Lessee agrees to follow and enforce the rules and regulations as described as Exhibit "B" attached hereto.
7. 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.
8. Indemnification and Liability. Lessor and Lessee 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. Lessee's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Section 3.736, and other applicable laws.

Lessee 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 comprehensive property and bodily 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.

9. 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

Fond du Lac Tribal and Community College  
c/o President  
2101 14th Street  
Cloquet, MN 55720-2964

10. 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 bleachers 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.
11. 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 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 as described below. The Lessor will be responsible for providing garbage cans and garbage pickup service. Further, the Lessee shall provide and maintain restroom facilities.

For its part, the City agrees to provide water to the leased premises.

12. Maintenance. The Lessee will be responsible for all costs of maintenance and preparation of the fields, facilities and common areas including, but not limited to, all buildings, mowing field, replacement of turf, weed removal, fertilization, top dressing and aeration of field, picnic tables, spectator benches (bleachers), exterior chain link fences, scoreboards, chalking and striping of field, tree trimming and snow plowing of the parking lot.

The Lessee also agrees to pay for the costs of all field maintenance equipment not supplied by the City and all additional site repairs necessary to its operation of the facilities on the premises.

13. City Approval. The Lessee agrees to submit an annual plan of all proposed work to the Parks 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.

The City may also plan for and make certain improvements to the facilities as long as such improvements do not conflict with the College use of the facilities. Proposed improvements to be made under this provision shall be provided to the Lessee in advance of such improvement projects being initiated in the form of written notification.

14. Admission and Concessions. Lessee shall have the right to charge reasonable admission fees for football or non-football events that they sponsor and to retain all revenues therefrom. Tenants shall be allowed to sell concessions at the facilities and to retain all revenues therefrom. Lessee shall supply, at their own expense, all equipment, fixtures, supplies, and staff or other persons required or necessary to sell admissions and concession at the facilities.
15. Park Quality. The Lessee also agrees to maintain all facilities at a standard commensurate with the parks existing within the City.
16. Scheduling. The scheduling of the facilities for both programs of the Lessee and recreational opportunities of the community will be done by the Lessee. A copy of the schedule shall be posted at the facilities on a regular basis as well as contact information for rental of the facilities. The Lessee shall not charge members of the community to use such facilities for recreational purposes.

In scheduling the use of the facilities, College events and programs shall have first priority and City recreation programs and parks department co-sponsored programs shall have second priority.

17. Authority. The City shall, at all times, through its employees and agents have the right to enter the facilities for the purpose of inspecting the premises and Lessee's use thereof and to make such repairs or perform such maintenance as the City in its sole judgement shall deem necessary. This provision imposes no obligation on the City to make repairs or perform maintenance at any time in conflict with Section 12.

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. 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

FOND DU LAC TRIBAL AND COMMUNITY COLLEGE

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

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

## **HILLTOP PARK FIELD #4 USE AGREEMENT RULES AND REGULATIONS**

- The Lessee must provide adequate supervision of all players on the fields. Misuse of the facility or failure to conform to the regulations will be sufficient reason to terminate the agreement.
- Alcoholic beverages and/or illegal substances are prohibited on City property. Appropriate law enforcement agencies will be notified when violations occur and appropriate action against all involved parties will apply.
- Facilities hours are 7am-10pm.
- No grill or cookers are allowed on the playing fields or land adjoining the playing surfaces.
- No amplifiers or devices that produce loud noises shall be permitted.
- Glass containers are prohibited in all areas.
- No golf carts unless or other similar motorized vehicles shall be permitted on any portion of the facilities without the written approval of the City.
- No firearms, air rifles, BB guns, spring guns, bows and arrows, slings or any other form of weapon dangerous to human safety are allowed on the facilities at any time.
- It is prohibited for any person to engage in boisterous, threatening, abusive, insulting, indecent or profane language or to engage in any disorderly conduct or behavior leading to a breach of the public peace and enjoyment of the facilities. The City reserves the right to remove, or have removed, any person(s) due to abusive conduct or a non-cooperative attitude.
- No person or group shall store, leave or otherwise allow remaining at the facilities, any materials, supplies, equipment or other physical accessories without written permission of the City. A reasonable charge may be assessed by the City to remove any such items.
- The City reserves the right to remove, or have removed, any person(s) due to violation of any of these rules.
- No smoking shall be permitted on the facilities.
- Overnight parking is prohibited, including overnight parking of any motor homes or other recreational vehicle.

S:/

Last Saved By: BF

Save Date: 2016-04-18