

**CLOQUET PARKS COMMISSION
AGENDA**

**City Hall
Tuesday, December 20, 2016 4:30 p.m.**

ACTION TAKEN

1. Call to Order.

2. Approval of Minutes.

a. November 7, 2016, Regular Commission Meeting.
(Additions, deletions, or corrections)

3. Action Items.

a. Pinehurst Beach Hours of Operation.

b. Braun Park Lease Agreement.
(Recommendation Requested)

4. Future Items.

- Next Meeting (**Monday, February 6, 2017** – City Hall)

5. Adjourn to Council Work Session - 5:30 p.m.

Regular Meeting.
Parks Commission November 7, 2016 4:30 p.m.
City Hall

Present: Stowell, Urbanski, Krick, Krohn, Wyman.
Absent: Louhela, Badger.
Staff: C. Peterson.
Others: K. Cresap, M. Sundberg.

MINUTES

The minutes of the September 12, 2016 regular meeting were presented and approved.

COMMUNITY ED REPORT

- A review of 2016 Beach at Pinehurst Park season was presented.
 - Inquiry about the possibility of reduced hours in 2017.

CITY STAFF REPORT

- 2016 construction status update.
- Joint meeting with Council December 20th.
 - Dunlap Island and Broadway Ave Improvements.
 - Community Ed Contract.

COMMISSIONERS UPDATE/OTHER

- Commissioner Urbanski noted 17 hours of labor donated by volunteers to assist with repairs to the Pine Valley Ski Trail.
- Commissioner Krohn commented on the nice job with trail repairs on Pine Valley West.
 - Requested more rocks and gate to discourage motorized traffic at key locations.
 - Noted offensive graffiti under the pedestrian bridge over the St. Louis River.
- Commissioners Stowell inquired about renewal of the Braun Park Lease with CYBSA.

CLOQUET ARCHERY PROGRAMMING

Mike Sundberg addressed the Commission regarding his interest in growing archery programming in the Cloquet area. Mr. Sundberg is a certified instructor who was heavily involved with growing a local club and coaching in the Grand Rapids school district before moving to Cloquet. A long discussion was held regarding opportunities for coordination and challenges associated with locating indoor space in Cloquet.

NEXT MEETING

The next meeting tentatively scheduled for December 20, 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, City Engineer
Date: December 14, 2016

ITEM DESCRIPTION: Pinehurst Beach Hours of Operation.

Proposed Action

Staff recommends the Park Commission **MOVE TO APPROVE THE REVISED HOURS OF OPERATION FOR THE 2017 BEACH AT PINEHURST PARK SEASON.**

Background/Overview

Staff has received a recommendation from Community Ed to consider altering the hours of operation at the Beach in 2017. Safety is always a primary concern at this facility. One key safety component is having an adequate number of certified staff on duty. Community Ed has observed the times that seem to be very minimally used by the public, and is recommending the reduction in hours to help assure their ability to keep the Beach properly staffed with lifeguards at all times.

Current Hours for Beach:

June, July and early August: Monday-Sunday (7 days): 11 a.m.-7 p.m.
Last weeks of August: Monday-Sunday: 11 a.m.-5 p.m.

Proposed Hours for Beach:

June, July and early August: Monday-Friday: Noon-7 p.m.
Saturday and Sunday: Noon-5 p.m.
Last weeks of August: Monday-Sunday (7 days): Noon-5 p.m.

Policy Objectives

N/A.

Financial/Budget/Grant Considerations

The proposed changes may result in a net cost savings however financial impacts are expected to be minimal and likely offset by annual cost of living increase in staff wages over the next couple of years.

Supporting Documentation Attached

2015-2016 Beach Report.

BEACH compare 2015-2016

	<u>2015</u>	<u>2016</u>
Concessions revenue	19,952.48	19542.77
Concessions expenses		
supplies	9,386.39	6295.31
payroll	8,642.01	9413.86
subtotal	<u>18,028.40</u>	<u>15,709.17</u>
<u>TOTAL</u>	<u>1,924.08</u>	<u>3,833.60</u>
Operating expenses		
supplies	3019.63	940.47
payroll	43,379.58	42,627.76
insurance	8,200	8,200.00
subtotal	54,599.21	51,768.23
Operating revenues	54,170	55,145
<u>TOTAL</u>	<u>429.21</u>	<u>3,376.77</u>
pay to City of Cloquet	<u>2353.29</u>	<u>7210.37</u>

	<u>2015</u>	<u>2016</u>
Count-people attending	14,989	13,617

Days Open	<u>June</u>	<u>July</u>	<u>August</u>	<u>Total</u>
2015	21	29	20	70
2016	20	26	21	67



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REQUEST FOR ACTION

To: Park Commission
From: Caleb Peterson, City Engineer
Date: December 14, 2016

ITEM DESCRIPTION: Braun Park Lease Agreement.

Proposed Action

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

Background/Overview

In 2012 the City renegotiated and executed the current lease agreement with the CYBSA for Braun Park. The term of the lease was for five years with an option for renewing the lease for subsequent terms of five (5) years each upon prior approval by the City.

Operationally the existing Lease has worked well for both parties and no changes are recommended by staff at this time.

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

The City leases the premises to CYBSA for Three Thousand Dollars (\$3,000) per year. The revenue from this agreement is deposited back into to the Park Fund to offset past improvement debt that was forgiven as part of the last Lease negotiation.

Supporting Documentation Attached

2017-2022 Lease Agreement.

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

THIS AGREEMENT entered into the ___ day of _____, 2017, 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