

CLOQUET PARKS COMMISSION AGENDA

City Hall
Monday, April 1, 2019 4:30 p.m.

ACTION TAKEN

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

 - a. February 4, 2019, 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.
Please give your name, and address. Visitors may share concerns on any issue, which is not already on the agenda. Each person will have 3 minutes to speak. The Chair reserves the right to limit an individual's presentation if it becomes redundant, repetitive, irrelevant, or overly argumentative. All comments will be taken under advisement by the Commission. No action will be taken at this time. Public Comments will be limited to 10 minutes per topic or 30 minutes total. The Commission may request an item be placed on a future agenda for further discussion as part of the regular meeting.
 - Krohn – Trail Fundraising Update.
 - Commissioner Comments/Updates.
 - b. Community Ed Report –Ruth
 - c. City Staff Report – Caleb
 - Maintenance Activities.
5. **Action Items.**
 - a. 2019 CYBSA Budget Review

6. **Future Items.**
 - Next Meeting (**Monday, May 6, 2019 – Location??**)
7. **Adjourn.**

Regular Meeting.
Parks Commission February 04, 2019 - 4:30 p.m.
City Hall

Present: J. Anderson, T. Krohn, C. Martinson, T. Urbanski, J. Badger,
Absent: J. Fryc, M. Krick
Staff: C. Peterson, T. Johnson, K. Stedman, A. Chalberg, L. Anderson
Others: R. Reeves, K. Kolodge, L. Frestedt, D. Banks

MINUTES

The minutes of the January 7, 2019 regular meeting were presented. Motion by Urbanski and 2nd by Martinson to approve, motion carried 4-0.

ANNOUNCEMENTS

Caleb Peterson introduced Joel Anderson the new Park Board Commissioner.

COMMISSIONERS UPDATE / PUBLIC COMMENTS

Lee a local resident and frequent user of the ski trails requested more signage for skiers and snowshoe users on the White Pine Trail and in Pine Valley. Many users do not know which direction to go in and it is much safer if all users are going in the same direction. Staff stated that the Park Commission has been discussing this and there is a signage project planned for this spring. Park Staff are working with Graphic Technologies and will bring in some samples. Commissioner Krohn and Commissioner Urbanski mentioned a couple of the current signs should be moved away from the trail a bit.

Commissioner Krohn spoke about the status of using volunteers for grooming trails. Staff stated that there may be a conflict with non-city personnel working with City equipment. Volunteers could possibly use their own equipment, or it may be possible for the City to donate old equipment to a ski club in the future. Another option would be to hire a part-time seasonal staff person to assist with grooming. Commissioner Krohn also inquired about packing the Mountain Bike Trail and requested that the normal grooming be done for a March 2nd event. Staff explained that the City equipment is too large for use on the Mountain Bike Trail and that normal grooming would be done on Friday March 1st.

COMMUNITY ED REPORT

R. Reeves reports that the medallion hunt is on. She also updated the Commission on the Pine Valley Tubing Hill history. It has offered very few days of viable operation which create a challenge for staffing and maintenance. As a public service it has very low value and could perhaps be utilized in another way. Commission consensus is to continue to open if able through the end of this season. At that time, an action item for the hill will be added to the April or May agenda. Ruth also pointed out the additional services that Community Education has taken on such as the rentals of the Senior Center and the park buildings and shared the plans for future events for the public.

CITY STAFF REPORT

Staff reported the status for the hunting and archery map changes in Pine Valley and the response from the Police Department. The PD supports changes to the boundaries and will consider changing the rifle zone. Regular maintenance continues for grooming trails, flooding rinks, and clearing sidewalks. Parks staff has been doing a good job on Facebook updates.

ACTION ITEMS

- a. D. Banks from the DeMolay youth organization requested a rental fee waiver for a broomball event to be held Saturday February 16th. He answered questions about the length of time the rink will be used, the number of kids who will attend and the number of cars. The organization has their own

liability insurance.

Motion by Urbanski and 2nd by Krohn to waive the rink rental fee for the DeMolay Organization, motion carried 3-0.

- b. Staff provided background for the Community Education Contract and reviewed the changes for the 2019-2020 Agreement. R. Reeves shared contract information from comparable sized cities. This will be a two-year contract and includes a 2.0% cost of living increase. Most of the terms remain the same. The tubing hill line item has been removed pending a change of use for the hill. Either party may terminate the agreement given 90 days written notice.

Motion by Krohn and 2nd by J. Anderson to recommend approval of the 2019-2020 Agreement with Independent School district #94 and Cloquet Community Education, motion carried 3-0.

NEXT MEETING

The next meeting to be held Monday March 4, 2019 - 4:30 p.m. at City Hall

On motion duly carried by a unanimous yeas 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: April 1, 2019

ITEM DESCRIPTION: CYBSA Budget Review.

Proposed Action

Staff recommends the Park Commission **MOVE TO ACCEPT THE 2019 CYBSA BUDGET.**

Background/Overview

Under the current agreement with the Cloquet Youth Softball/Baseball Association (CYBSA), each year the Association must submit a budget for the Commission's review and approval. Staff has reviewed the 2017 statements and found no issues.

The current agreement requires all capital projects in excess of \$5,000 to be approved by the Commission regardless of the funding source. No such projects are included for 2019. 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 2019 is reflected in the CYBSA and City Budget.

Supporting Documentation Attached

2019 Budget
Lease Agreement.

Actual 2017 **Budget 2018**

Income

| | | |
|-------------------------|---------------|---------------|
| 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 | | |
| Total Income | 74,169 | 91,840 |

Budget 2019

Income

| | |
|--------------------------|----------------|
| Apparel Profits | 500 |
| Concessions | 11,000 |
| Credit Card Rewards | - |
| Donations | - |
| Field Usage | 9,000 |
| Fundraiser Profits | 11,000 |
| Interest Income | - |
| Photographer Commission | 3,500 |
| Registrations | 48,000 |
| Sign Rental/Banners | 2,500 |
| Sponsor Fees for Jerseys | 8,500 |
| Field Sponsor Fees | 4,000 |
| Tournaments | 4,500 |
| Total Income | 102,500 |

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 |

Expenses

General & Administrative

| | |
|-----------------------|-------|
| Coaches Appreciation | 300 |
| Bad Debts | - |
| Bank Service Charges | - |
| Cell Phone | - |
| Credit Card Fees | 1,575 |
| Electricity | 3,000 |
| Gifts | - |
| Insurance | 3,500 |
| Lease Payments - City | 3,000 |
| Legal & Accounting | 3,000 |
| Memorials | - |
| Natural Gas | 800 |
| Post Office Box | 96 |
| Supplies - Office | 100 |
| Registration Fee | 25 |

| | | |
|---|---------------|---------------|
| Scholarships | | 500 |
| Web site | 695 | 695 |
| Total General & Administrative | 14,891 | 18,385 |

| | | |
|---|--|---------------|
| Scholarships | | - |
| Web site | | 595 |
| Total General & Administrative | | 15,991 |

| | | | |
|---------------------------------|---------------|---------------|--|
| 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 | |

| | | |
|---------------------------------|--|---------------|
| Baseball/Softball | | |
| Advertising | | 500 |
| Awards | | 1,400 |
| Copies | | - |
| Equipment | | 6,500 |
| Fees - Little League District 3 | | - |
| Lake Superior League Fees | | 2,175 |
| Little League | | - |
| Gopher State | | 1,000 |
| Lot Rental | | 300 |
| Tournament Fees | | 1,750 |
| Umpires | | 9,000 |
| Uniforms | | 9,000 |
| Total Baseball/Softball | | 31,625 |

| | | |
|---------------------|--------|--------|
| 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 |

| | | |
|---------------------|--|--------|
| Braun Park | | |
| Aglime | | 800 |
| Chalk/Spray Paint | | 3,000 |
| Equipment | | 3,000 |
| Feasibility Study | | - |
| Concession Stand | | 500 |
| Field Dry | | 200 |
| Flowers | | 200 |
| Gas | | 1,300 |
| Payroll Tax Expense | | 3,000 |
| Playground | | - |
| Portable Toilets | | 2,500 |
| Repairs | | 1,000 |
| Signs | | 1,100 |
| Supplies | | 3,700 |
| Wages | | 27,000 |

| | | |
|-------------------------|---------------|---------------|
| Weed & Feed | | |
| Total Braun Park | 33,910 | 38,100 |
| Total Expenses | 74,280 | 85,135 |
| Operating Income | (111) | 6,705 |

| | |
|-------------------------|---------------|
| Weed & Feed | |
| Total Braun Park | 49,900 |
| Total Expenses | 97,516 |
| Operating Income | 4,984 |

| |
|---------------|
| 2,600 |
| 49,900 |

| |
|---------------|
| 97,516 |
| 4,984 |

| | | |
|------------------------------------|-----------------|----------|
| 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 | (16,875) | - |

| | |
|------------------------------------|----------|
| 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 | |
| Pitching machines | |
| Total Fixed Asset Purchases | - |

Net Increase (Decrease) in Cash (16,986) 6,705

Net Increase (Decrease) in Cash 4,984

| |
|--------------|
| 4,984 |
|--------------|

**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