

CLOQUET PARKS COMMISSION AGENDA

City Hall Council Chambers
Monday, April 4, 2022 4:30 p.m.

1. Call to Order.

2. Approval of Minutes. _____

- a. March 7, 2022, 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.

- Commissioner Comments/Updates.

b. Community Ed Report –Erin Bates

c. City Staff Report – Ross

- Boldt Riverfront Cleanup
- Rink Attendance
- Friends of Cloquet Park Donation
- Wayfinding Signage at Pine Valley
- Pine Valley Timing Shack
- Buckthorn Removal
- Maintenance Activities

5. Action Items.

- a. CYBSA 2022 Budget Review _____
(Discussion and recommendation requested)

6. Future Items.

- Next Meeting (**Monday, May 2, 2022**)

7. Adjourn.

Regular Meeting.

Parks Commission March 7, 2021 - 4:30 p.m.

City hall

Present: C. Martinson, T. Urbanski, Sarah Buhs, T. Krohn, M. Krick, J. Badger

Staff: C. Peterson, K. Stedman, R. Biebl, A. Chalberg, L. Anderson

Others: E. Bates, K. Kolodge,

MINUTES

The minutes of the February 7, 2022 regular meeting were presented. Motion to approve with one correction by Urbanski 2nd by Martinson, motion carried 5-0.

ANNOUNCEMENTS

The open Parks Commission seat will be discussed at the March 15th Council meeting.

COMMUNITY ED

Erin Bates had several notes to share: The Lumber Log will be out the second week in April. In the last couple of weeks Community Ed has been checking out the skates they have on hand, including to a bunch of middle school students for a one-day outdoor activity. Staff from the Park Department had taken all the skates to the arena for sharpening. The ECFE group is raising money for Sunnyside playground equipment geared for the younger children. They have \$5,200 so far. Skating with the Easter Bunny will replace the Easter Egg Hunt, there will be a DJ and treats as well as treat bags for the kids. The Age to Age group will be expanding their offerings this summer, and the summer intern will be starting soon to plan for that. More lifeguards are needed, one of the guards from last year is certified in both shallow and deep water and will do the Lifeguard Instructor Certification course next week. He will be able to hold classes and certify all the summer hires, every lifeguard will be certified in both shallow and deep water guarding. The Beach will open June 13th and the hours will be 12-6 seven days a week. Commission Martinson asked if the life vest requirement will be lifted, Erin states only if there are enough lifeguards with eyes on the pool, at a minimum six will be needed.

CITY STAFF REPORT

Ross Biebl reports that the reservation process for 2022 Spafford Campground is close to being complete, a discussion with the City Staff who will take the reservations will occur this week to finalize the plan. The Boldt Riverfront Cleanup event is slated for April and one more planning meeting will be held with Boldt. The skating ribbon and Dunlap warming house are closed for the year, Sunnyside is still open, and it was noted that Athletic Park had very little activity this season. The ski trail grooming has been very good, City Staff member Pete Hughes has been grooming and setting track, as he has some background in ski trail maintenance. The Park Department will be trimming trees in the parks and a decision for Buck Thorn removal is pending. The final two pieces for Ashley's Playground have arrived and City Staff will be putting them together. Staff was contacted by a local ski coach who wants to raise funds for the timing shack, more to come on the fund raising and plans for the shack.

COMMISSIONERS COMMENTS

Commissioner Krohn requests a wider area of packed ski trail for the ski poles, and also asked about the signage for the trails and new maps, as the Pine Valley West map is faded. Staff will draft the plan for the next Park Commission meeting and check out the faded maps. Commissioner Badger requests checking for a possible budget surplus from last year for more trees this year.

ACTION ITEMS

The schedule for officers and the 2022 election ensued. Commissioner Urbanski moves to appoint Commissioner Krick as Chairperson and Commissioner Buhs as the Vice-Chair, Commissioner Krick seconded, motion carried 6-0.

NEXT MEETING

The next meeting to be held April 4, 2022 - 4:30 p.m. (City Hall)

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

Secretary

CLOQUET EARTH DAY CLEAN-UP

Thank you for your interest in Cloquet's Earth Day Clean-Up, scheduled for Saturday, April 30th. Pre-registration is required.

SCHEDULE OF EVENTS

Registration / Sign In	9:30 AM – 10:00 AM
Clean-up	10:00 AM – 12:00 PM

Join us afterwards for a free picnic at the Dunlap Island Park Warming House / Shelter!



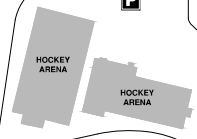
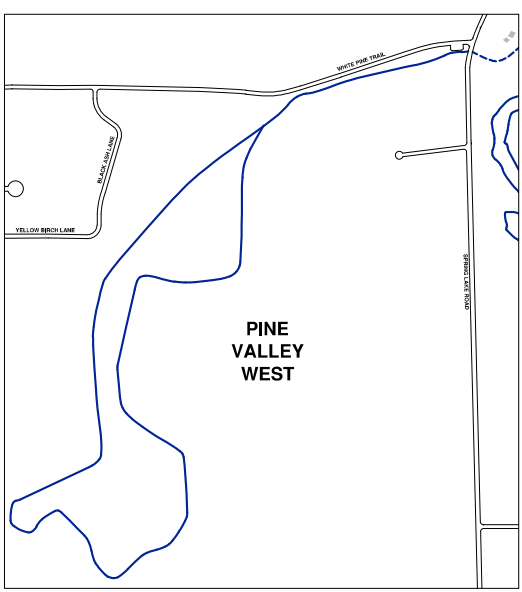
FREE T-SHIRT!

The first 100 people registered will get a free t-shirt. Please include sizes for all of your participants when you register.

To pre-register, scan the QR code on your smartphone or visit rebrand.ly/f3ld5rp



PINE VALLEY TRAIL NETWORK

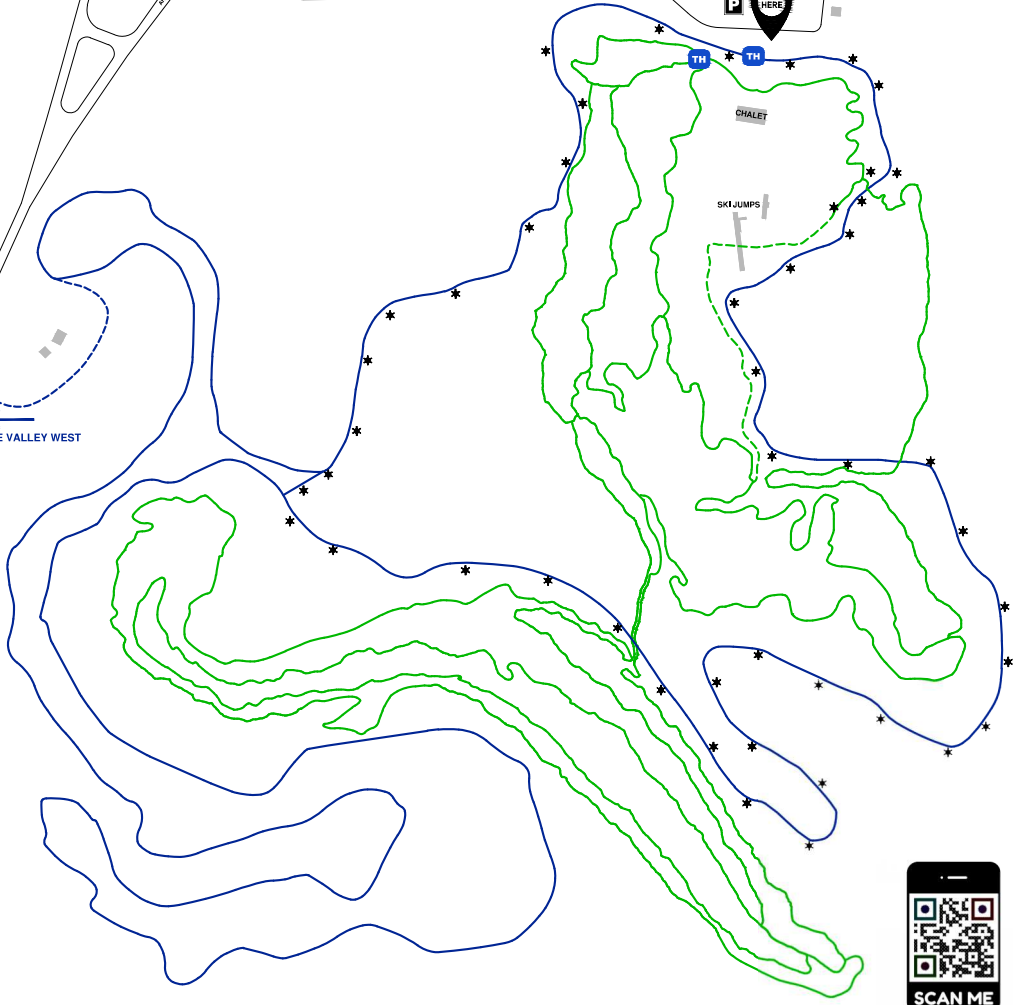


PINE VALLEY WEST

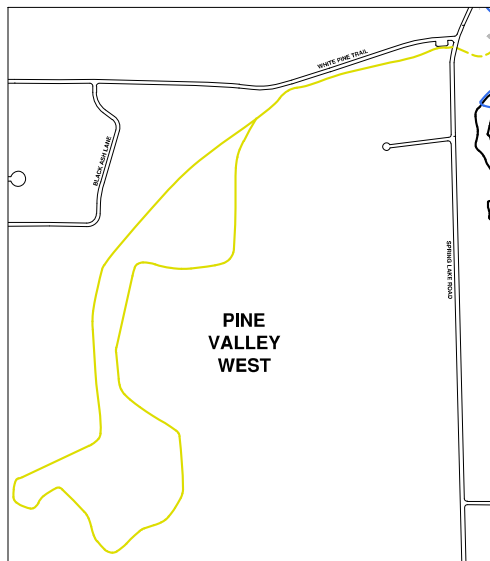
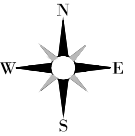
SEE INSERT ABOVE

TO PINE VALLEY WEST

- LEGEND**
- SINGLE TRACK TRAIL
 - SINGLE TRACK TRAIL (SUMMER USE ONLY)
 - SKI TRAIL
 - SKI TRAIL (WINTER USE ONLY)
 - ROADS
 - TRAIL HEAD
 - PARKING
 - LIGHTS



PINE VALLEY CROSS COUNTRY SKI TRAILS



PINE VALLEY WEST



HOCKEY ARENA

P

HOCKEY ARENA











CHALET

SKI JUMPS

TO PINE VALLEY WEST

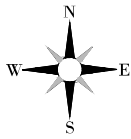
SEE INSERT ABOVE

LEGEND

-  2K TRAIL
-  3.5K TRAIL
-  5K TRAIL
-  PINE VALLEY WEST TRAIL
-  WINTER USE ONLY
-  BIKE TRAIL
-  ROADS
-  TRAIL HEAD
-  PARKING
-  LIGHTS

- WATCH FOR FOOT/SLOW MOVING TRAFFIC.
- SINGLETRACK NETWORK IS OPEN TO MOUNTAIN BIKES, HIKERS, JOGGERS, AND SNOWSHOERS YEAR-ROUND. ASIDE FROM WEATHER RELATED CLOSURES.
- FOR YOUR SAFETY PLEASE FOLLOW ALL POSTED TRAIL ETIQUETTE.
- SKI TRAILS ARE RESTRICTED TO SKIERS ONLY DURING THE WINTER GROOMING SEASON.





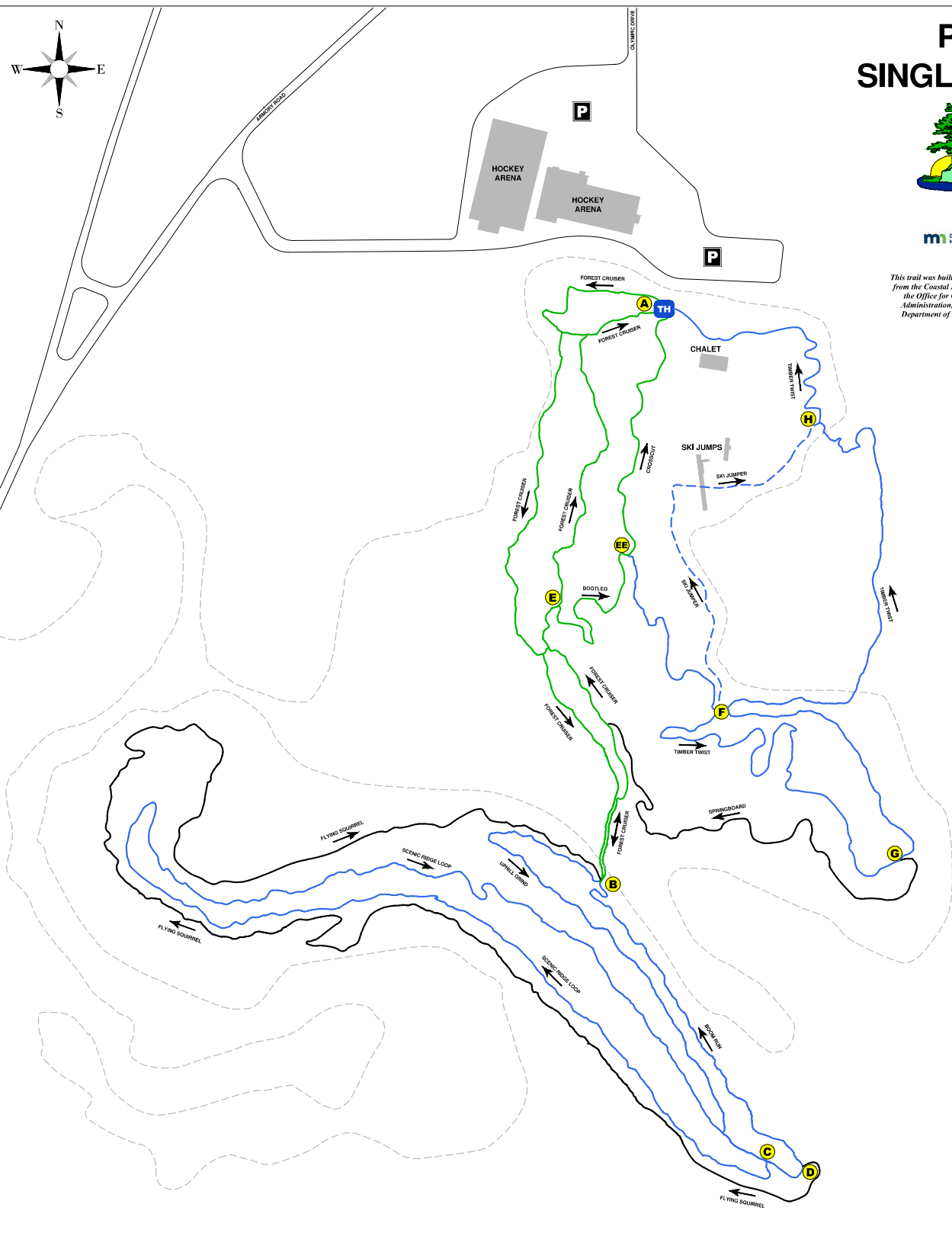
PINE VALLEY SINGLETRACK TRAILS



mn DEPARTMENT OF NATURAL RESOURCES



This trail was built in part using Federal funds under award NA19N054190063 from the Coastal Zone Management Act of 1972, as amended, administered by the Office for Coastal Management, National Oceanic and Atmospheric Administration, U.S. Department of Commerce provided to the Minnesota Department of Natural Resources for Minnesota's Lake Superior Coastal Program.



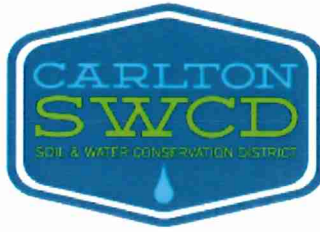
LEGEND

- EASY TRAIL
- INTERMEDIATE TRAIL
- ADVANCED TRAIL
- SUMMER USE ONLY
- SKI TRAIL
- ROADS
- DIRECTION TO RIDE
- INTERSECTION
- TRAIL HEAD
- PARKING

- WATCH FOR FOOT/SLOW MOVING TRAFFIC.
- SINGLETRACK NETWORK IS OPEN TO MOUNTAIN BIKES, HIKERS, JOGGERS, AND SNOWSHOERS YEAR-ROUND. ASIDE FROM WEATHER RELATED CLOSURES.
- FOR YOUR SAFETY PLEASE FOLLOW ALL POSTED TRAIL ETIQUETTE.
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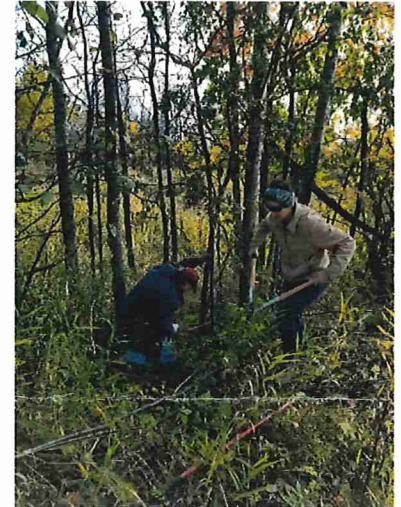
808 3rd Street
Carlton MN 55718
(218) 384-3891



Established in 1961

Free Help Available! Remove Woody Invasive Species like Buckthorn!

Have you heard the news? A **Buckthorn Bust** is planned in your City of Cloquet neighborhood on April 12-15th! The Carlton Soil and Water Conservation District (SWCD) will be working with a MN Conservation Corps crew to treat and remove woody invasive plants to curb their northward spread into our treasured forests. This free work can be completed on your land with your request and on public land. This project is in partnership with the City of Cloquet and Carlton to dispose of materials with additional support from the Duluth Cooperative Invasive Species Management Area.



Common buckthorn, Glossy buckthorn, and non-native honeysuckles are woody invasive plants targeted in this effort. These plants have been introduced as ornamental plantings or unintentionally, but now are considered invasive species and noxious weeds by the Minnesota Department of Agriculture. Plants are classified as invasive when they are not native to an area and cause economic or ecological harm, harm human health, or threaten natural resources. In a serious infestation, invasive plants can be the only thing growing in an area. They destroy habitat for wildlife, make areas less appealing for recreation, increase the risk of wildfire, erosion, and flooding.

Helping private landowners to further stop the spread of invasive species, the Carlton SWCD has an Invasive Species Equipment Rental Program available to the public! Tools for rent are loppers, hand saws, buckthorn blasters, buckthorn puller, parsnip predator shovel, herbicide, and other equipment. They even have an ATV Herbicide Sprayer for rent!

If you are interested in having invasive species removed on your property for free between April 12-15th or to rent invasive species equipment, sign up at www.carltonswcd.org or contact Alyssa Bloss with the Carlton SWCD at (218) 384-3891. All woody debris will be placed on the street side of your property and picked up and disposed of by the City of Cloquet. Becoming aware of invasive species can benefit the landowner and protect Minnesota's treasured natural resources, other private and public lands, and abundant clean waters.

For more information on how to identify common invasive species in this area, visit dnr.state.mn.us/invasives. If you see any, note the location and report it to arrest.the.pest@state.mn.us or 1-888-545-6684.



DEPARTMENT OF PUBLIC WORKS

101 14th St; Cloquet, MN 55720
Phone: (218) 879-6758 Fax: (218) 879-6555
Street - Water - Sewer – Engineering - Park
www.cloquetmn.gov

REQUEST FOR ACTION

To: Park Commission
From: Ross Biebl, Assistant Public Works Director
Date: April 4, 2022

ITEM DESCRIPTION: CYBSA Budget Review

Proposed Action

Staff recommends the Park Commission **MOVE TO ACCEPT THE 2022 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 2021 statements and found no issues.

The current agreement requires all capital projects more than \$5,000 to be approved by the Commission regardless of the funding source. No such projects are included for 2022. 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 2022 is reflected in the CYBSA and City Budget.

Supporting Documentation Attached

2022 Budget
Lease Agreement

	Actual 2017	Actual 2018	Actual 2019	Actual 2020	Actual 2021	Budget 2022
Income						
Apparel Profits	659	579	1,450	235	385	500
Concessions	8,902	11,489	9,642	-	9,653	9,000
Sale of Equipm.		131		400		-
Donations		4,320	3,616	-	10,200	-
Grants		4,320	3,616	7,500	-	-
Field Usage	8,365	7,149	8,087	2,120	12,608	10,000
Fundraiser Profits	1,072	11,805	12,635	(4,780)	14,188	15,000
Golf Outing				(102)	6,169	5,000
Interest Income	2	4	4	4	4	-
Photographer Commission		3,480	3,598	-	-	-
Registrations	40,263	50,736	44,732	45,679	52,947	46,000
Sponsor Fees	9,890	10,790	10,700	(175)	12,300	15,000
Field Sponsor Fees			4,550	(400)	4,000	6,000
Tournaments (Softball and Baseball)	2,694	5,016	4,583	2,940	5,093	4,500
Travel Baseball						14,400
Fall Ball (Softball)					(70)	1,000
Total Income	71,848	109,819	107,213	53,421	127,477	126,400

Expenses

General & Administrative

Coaches Appreciation	330	22	318	41	494	500
Bad Debts					-	-
Bank Service Charges	12	48	4	10	40	-
Cell Phone	600	600			-	
Credit Card Fees- Sportsengine	1,449			86	-	
Electricity	1,742	2,599	2,366	2,157	2,945	3,100
Gifts	50	100		50	1,750	-
Insurance	3,452	3,500	6,275	5,824	5,228	6,275
Lease Payments - City	3,000	3,000	3,000	-	3,000	3,000
Legal & Accounting	996	2,959	2,041	1,503	1,940	2,000
Memorials						
Natural Gas	716	846	804	661	353	600
Post Office Box	90	96	106	118	146	200
Supplies - Office		20	170	29	140	200
Registration Fee	25	25	141	85	1,092	-
Scholarships						
Web site	695	780	100	595	-	595
Total General & Administrative	13,156	14,595	15,325	11,159	17,127	16,470

Baseball/Softball

Advertising	314	84	491	42	-	500
Awards	1,235	1,107	1,289	-	2,151	1,400
Copies						
Equipment	6,984	4,237	9,713	4,211	6,072	6,000
Fees - Baseball	320	977			-	
Quad City Fee (Baseball)						1,000
Arrowhead League Fees	600	3,950	2,099	130	2,325	2,500
Little League	2,465	2,714			-	
Gopher State		78			-	
Lot Rental	300	160		600	-	400
Tournament Fees	950	-	2,780	8,432	2,900	5,500
Travel Baseball						14,400
Umpires	5,597	8,259	7,012	3,265	12,259	10,000
Uniforms	6,680	8,753	8,635	6,014	9,084	9,500

	Actual 2017	Actual 2018	Actual 2019	Actual 2020	Actual 2021	Budget 2022
Total Baseball/Softball	25,445	30,319	32,019	22,694	34,790	51,200

Braun Park

Aglime		827	1,633	-	807	900
Chalk/Spray Paint	1,271	2,699	2,254	-	-	
Equipment	1,169	5,763	2,676	3,235	2,611	4,000
Background checks			1,026	-	-	1,000
Concession Stand						
Field Dry						
Flowers						
Gas	1,058	1,112	950	399	767	1,200
Payroll Tax Expense	1,585	2,434	2,957	1,352	2,036	3,000
Playground						
Portable Toilets	2,010	2,521	2,224	7,552	2,674	3,000
Repairs/Maintenance	60	973	2,955	-	3,962	2,000
Signs		300	2,880	-	1,512	1,000
Supplies	3,763	3,081	4,330	1,249	4,083	4,000
Wages	17,696	24,640	29,628	15,641	25,238	31,000
Weed & Feed		1,200	2,600	347	1,342	2,600
Total Braun Park	28,611	45,550	56,113	29,775	45,032	53,700

Total Expenses	67,213	90,464	103,457	63,628	96,950	121,370
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Operating Income	4,635	19,355	3,756	(10,207)	30,527	5,030
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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)					
Portable Fencing			(2,616)			
Pitching machines	(875)					
Total Fixed Asset Purchases	(16,875)	-	(2,616)	-	-	

Net Increase (Decrease) in Cash	(12,240)	19,355	1,140	(10,207)	30,527	5,030
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**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 or 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