

CLOQUET PARKS COMMISSION AGENDA

Cloquet City Hall
Monday, May 1, 2023 4:30 p.m.

1. Call to Order.

2. Approval of Minutes. _____

- a. March 6, 2023, 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.
 - Commissioner Buhs - High School Scoreboard

b. Community Ed Report –Erin Bates

c. City Staff Report – Ross

- Rink Attendance
- Pine Valley Master Plan
- Boldt Clean Up Day
- Pollinator Garden - Braun
- Maintenance Activities

5. Action Items.

- CYBSA Lease Agreement
(Discussion and recommendation requested) _____
- Park Fee Waiver – ISD 94 Sunrise Breakfast
(Discussion and recommendation requested) _____
- Park Fee Waiver – United Way Backpack Event
(Discussion and recommendation requested) _____

6. Future Items.

- Next Meeting (**June 5, 2023 4:30 p.m.**) @ City Hall

7. Adjourn.

Regular Meeting.

Parks Commission March 6, 2023 - 4:30 p.m.

City Hall

Present: C. Martinson, T. Urbanski, Sarah Buhs, T. Krohn, M. Krick
Absent: J. Badger
Staff: C. Peterson, R. Biebl, K. Stedman, A. Chalberg
Others: E. Bates, K. Kolodge, M. Collins, J. Eckenberg

MINUTES

The minutes of the February 6, 2023, regular meeting were presented. Motion to approve by Commissioner Urbanski and 2nd by Commissioner Krick, motion carried 5-0.

ANNOUNCEMENTS

None

PUBLIC COMMENTS

None

COMMUNITY ED

E. Bates reported the Rubber Duck Hunt in the parks is in its third month and has been successful. The school district is doing a major sports field renovation that includes doubling the number of tennis courts. Hours for the Beach at Pinehurst for 2023 were discussed. E. Bates recommended the Beach be open from 11:00 a.m. – 7:00 p.m. Monday – Friday with reduced staff and pond size from 11:00 a.m. - 2:00 p.m. & 5:00 p.m. – 7:00 p.m. Saturday & Sunday would be fully staffed from 12:00 p.m. – 6:00 p.m. It was also recommended that the Beach close mid-August instead of the end of August. These changes will provide more hours to the public in the hottest part of the summer. Commissioners okayed the proposed hours. There was discussion regarding concessions and whether or not vending machines would be a better option than a concession stand.

CITY STAFF REPORT

R. Biebl reported that the skating ribbon at Dunlap Island shut down the second weekend in February due to deteriorating ice conditions. Sunnyside stayed open a bit longer. Skating numbers were at about half of previous years. No feedback has been received regarding the closure of the skating rink at Athletic Park. Lots of good comments have been received regarding the grooming at Pine Valley.

OTHER ITEMS

None.

ACTION ITEMS

J. Eckenberg & M. Collins presented the proposed CYBSA budget for 2023. Bigger Improvements in 2023 and future years include: Protective netting, batting cage repair and addition, & eventually lighting. Artificial turf was discussed, but with an estimate of 3.2 million, is not a reality right now. Motion to approve the CYBSA budget for 2023 was made by Commissioner Urbanski and 2nd by Commissioner Krohn, motion carried 5-0.

NEXT MEETING

The next meeting to be held April 3, 2023 - 4:30 p.m. (City Hall)

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

Secretary



DEPARTMENT OF PUBLIC WORKS

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

REQUEST FOR ACTION

To: Park Commission
From: Ross Biebl, Assistant Public Works Director
Date: May 1, 2023

ITEM DESCRIPTION: CYBSA Lease Agreement.

Proposed Action

Staff recommends the Park Commission **MOVE TO RECOMMEND APPROVAL OF THE 2023 LEASE AGREEMENT WITH THE CLOQUET YOUTH BASEBALL/SOFTBALL ASSOCIATION (CYBSA).**

Background/Overview

The current lease with the CYBSA expired at the end of last season. After reviewing the contract both parties agreed to revising the contract to better define both parties responsibilities.

Key terms to the Lease Agreement are as follows:

- Rent of \$3,000/year for the life the Lease.
- 5-year term with an option to renew upon City approval.
- City to maintain ownership of 1 riding mower and 1 groomer for use at Braun Park.
- CYBSA to maintain liability insurance for the City mower, groomer and grounds.
- City shop to provide major maintenance of CYBSA equipment with all parts costs billed to CYBSA.
- CYBSA will audit financials upon request by the City.
- City will provide water from the newly installed waterline.

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.

Financial/Budget/Grant Considerations

Budgets for both organizations are based on the current lease agreement.

Supporting Documentation Attached

2023 Lease Agreement.

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

THIS AGREEMENT entered into the ___ day of _____, 2023, 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. If the contract is terminated the City will allow the Lessee to operate on premise until November 1st of current calendar year. 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
101 14th St
Cloquet, MN 55720

Cloquet Youth Baseball/Softball Association
PO Box 45
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. If the contract is terminated the City will allow the Lessee to operate on premise until November 1st of current calendar year. 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. Cost 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:

- Lights
- Phones
- Electricity
- Maintenance of the playing fields to include mowing, trimming, watering, weed maintenance and chalking.
- Bases and batting cages
- Facilities and common areas including, but not limited to, buildings, mowing of non-fenced in areas, ag-lime, picnic table and spectator benches for each field.
- Office equipment
- Additional Field Equipment not already supplied by the City.
- Site repairs necessary to the operation of the facilities on the premises
- Liability insurance for City owned mower and groomer
- Irrigation water will be charged at current water rate

The City agrees to provide:

- Water to the concession and bathrooms
- Garbage can and garbage pickup service
- Maintain play structures.
- One riding lawnmower and one groomer for use on leased premise.

All provided equipment shall remain the property of the City of Cloquet but 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.

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. Financial Records. The Association shall keep adequate financial records relating to the operating costs and operating income of the facility and shall have an audit done of Association finances every three years and shall furnish copies of the same to the City by March 1 of the year audit was conducted. Duly authorized representatives of the City shall be entitled to review said financial records at all reasonable times.
10. 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.

11. 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.

12. 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



DEPARTMENT OF PUBLIC WORKS

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

REQUEST FOR ACTION

To: Park Commission
From: Ross Biebl, Assistant Public Works Director
Date: May 1, 2023

ITEM DESCRIPTION: Fee Waiver Request – ISD 94 Sunrise Breakfast

Proposed Action

Request for a motion to **WAIVE THE PARK RESERVATION FEE AND APPROVE THE USE OF DUNLAP ISLAND WARMING HOUES FOR A SUNRISE BREAKFAST.**

Background/Overview

ISD 94 is having a sunrise breakfast for the 2023 graduating class at Dunlap Island. Staff and parents will be bringing breakfast in and serving to the students. They have requested a waiver of the park reservation fee.

Policy Objectives

N/A.

Financial/Budget/Grant Considerations

As a condition of the fee waiver, the City will not provide extra services or incur costs from outside vendors for this event.

Supporting Documentation Attached

None.



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REQUEST FOR ACTION

To: Park Commission
From: Ross Biebl, Assistant Public Works Director
Date: May 1, 2023

ITEM DESCRIPTION: Fee Waiver Request – Backpack Event.

Proposed Action

Request for a motion to **WAIVE THE PARK RESERVATION FEE AND APPROVE THE USE OF VETERANS PARK FOR A BACKPACK EVENT.**

Background/Overview

United Way is hosting a backpack and barbecue event for students in Carlton County that are in need of school supplies. This event is a joint effort between ISD 94, Salvation Army and the United Way. They have requested a waiver of the park reservation fee.

Policy Objectives

N/A.

Financial/Budget/Grant Considerations

As a condition of the fee waiver, the City will not provide extra services or incur costs from outside vendors for this event.

Supporting Documentation Attached

None.

Skating Rink Attendance 1/5/2023 - 3/5/2023

<u>Location</u>	<u>Weekend</u>	<u>Weekday</u>	<u>Winter Break</u>	<u>Total</u>	<u>Average per day</u>	<u>Total days open</u>
Dunlap Island	88	44	Closed	132	5.28	25
Sunnyside	83	45	Closed	128	3.88	33

Note: Dunlap did not open until 1/13/23 due to warm temperatures

Last day for Dunlap was February 11 and Sunnyside March 5.

<u>Days open in 2022</u>	<u>Average/Day</u>
Dunlap - 34	5.23
Sunnyside - 72	7.63

CLOQUET RIVERFRONT AREA CLEAN UP EVENT!



Wednesday May 17th 4:00 p.m.– 5:30 p.m.

Meet at the Dunlap Island Park Shelter at 4 p.m. and you will be directed to your group “clean up zone.” After the clean up, volunteers will be served B&B brats and hamburgers in the Dunlap Island Shelter

from 5:00 p.m.—6:00 p.m.

If you can't join us, please consider efforts to clean up your neighborhood this spring, thank you!