

# CLOQUET PARKS COMMISSION AGENDA

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Cloquet City Hall  
Monday, April 1, 2024 4:30 p.m.

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**1. Call to Order.**

**2. Approval of Minutes.** \_\_\_\_\_

- a. March 4, 2024, 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.

- Michael Kruse – Eagle Scout project at Pine Valley

b. Community Ed Report –Erin Bates

c. City Staff Report – Ross

- Pine Valley Donation
- Earth Day Clean Up
- Summer Seasonal Positions
- Braun Park Maintenance
- Maintenance Activities

**5. Action Items.**

- Approval of 2024 CYBSA Budget  
*(Discussion and recommendation requested)*
- \_\_\_\_\_

**6. Park Commission Comments/Future Items.**

- Next Meeting (**May 6, 2024 4:30 p.m.**) @ Cloquet City Hall

**7. Adjourn.**

Regular Meeting.  
Parks Commission March 4, 2024 4:30 p.m.  
Dunlap Island Park

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

### **MINUTES**

The minutes of the February 5, 2024 regular meeting were presented. Motion to approve by Commissioner Badger and 2<sup>nd</sup> by Commissioner Martinson, motion carried 4-0.

### **COMMUNITY ED**

E. Bates reported that Community Education has issued approximately 50 swim lesson scholarships so far using the funds they received from the aquatics grant. In April, applications will become available for Beach passes funded from the same grant. 5 new lifeguards were recently certified for the Beach at Pinehurst. Community Education will have one more certification class prior to the Beach opening. Staffing is looking good for the upcoming season. Vending machine profits for 2023 at the Beach were about \$300-\$400, but the machines were not in place until well after the Beach opened for the season. Community Education recently purchased a kiln with funds received from an After School Enrichment Grant from the MN State Arts Board. Funds from this grant will also be used for Theatre Camp and to supplement after school arts and crafts activities. Donations have been coming in for the School's Out Party on June 6<sup>th</sup>.

### **CITY STAFF REPORT**

The buckthorn removal below the Chamber of Commerce has been completed, it continues near the hospital. R. Biebl has been in contact with Carlton County regarding understory restoration once the buckthorn removal has been completed. Due to the short skating season and lack of staff to track numbers, a report will not be presented this season on skating rink attendance. City Staff have been performing building maintenance at Pinehurst as well as general park clean up in recent weeks. R. Biebl has been contacted by 2 Eagle Scouts regarding projects they would like to do at Pine Valley. Both Scouts will attend the April Parks Commission meeting to present their ideas. CYBSA will be attending the April Parks Commission meeting to go over their financials. Copies of the proposed 2024 budget and 2023 profit and loss statements were provided for Commissioners to review prior.

### **ACTION ITEMS**

Commissioners along with staff went through the Parks Commission By-Laws and made some changes. A motion was made by Commissioner Urbanski to move to recommend approval of the Parks Commission By-Laws Amendment and seconded by Commissioner Rosen, motion carried 6-0.

### **OTHER**

Councilor Kolodge informed the Commission that Council has asked MN DOT to include dedicated pedestrian/ATV lanes with the Highway 33 Corridor project planning. One of the goals is to reduce the ATV traffic in the parks.

### **NEXT MEETING**

The next meeting to be held April 1, 2024 - 4:30 p.m. (City Hall)

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

\_\_\_\_\_  
Secretary

# OUTDOOR PUMP

## WITH GAUGE



**SARIS**  
INFRASTRUCTURE



The High Security Outdoor Pump offers the highest security features to ensure that the pump and its components are ready for action when its needed by the users. Designed for outdoor use in all climates, this pump is a perfect combination of ruggedness, durability and value and is a great solution for campus, city or other public heavy-use settings.

### Product Specifications

- Outdoor-rated stainless steel construction, completely sealed
- Proprietary long-life piston seal and solid pump rod
- Steel braided air hose core prevents cutting
- Includes all-metal High Performance Pump Head with Presta and Schrader Valves
- Longer hose available with mounting clip
- Optional tools attached by stainless steel aircraft cable: (2) tire levers and (1) 15mm open end wrench
- 2 year warranty

# Outdoor Pump with Gauge

## Recommended Setbacks



The minimum space requirements for High Security Bike Pumps are meant to allow a cyclist and their bike access to the pump.



Installation hardware included



Stainless Steel



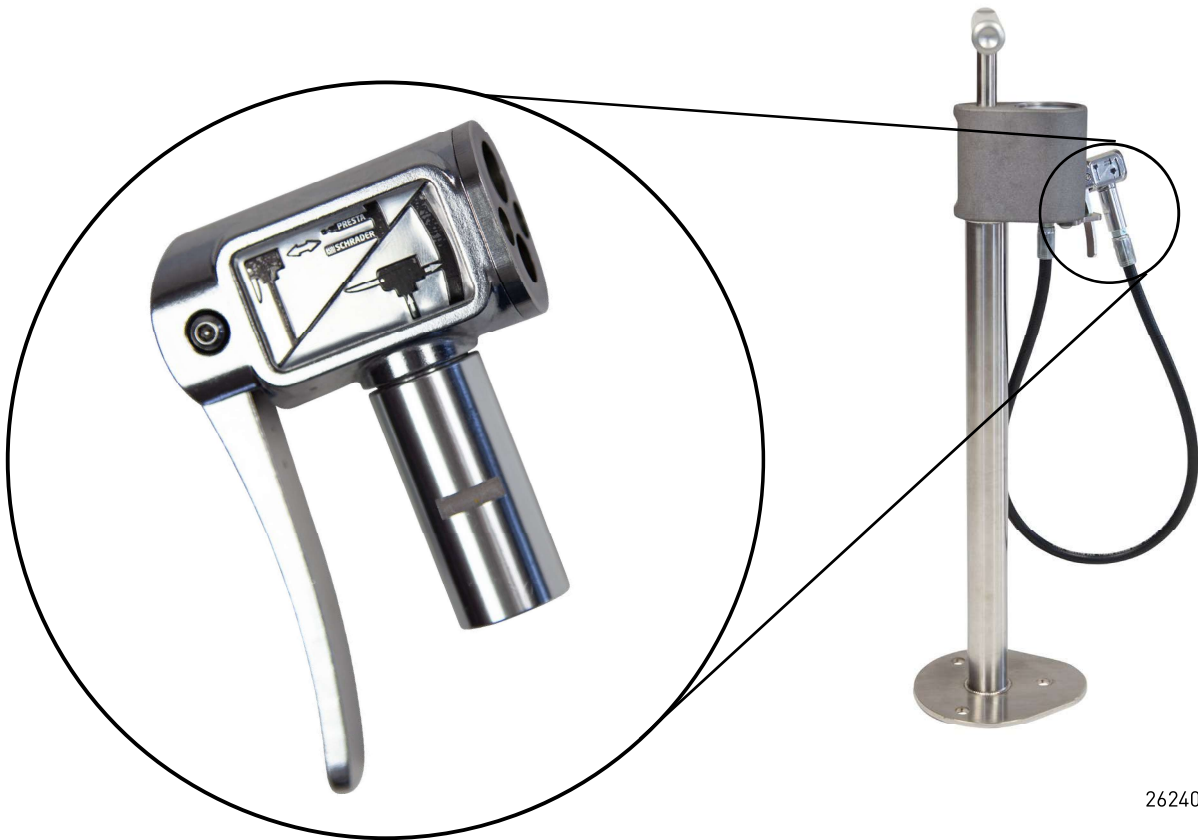
Stainless Steel



2 year warranty



Made in the USA



26240 Shown

### Dimensions

Model #	Type of Mount	Weight	Length	Width	Height	Space Requirement
26246	Floor	20 lbs.	8"	8"	30"	See Back
26242	Repair Stand	20 lbs.	8"	8"	30"	See Back

Our Saris Infrastructure representatives can assist with custom layout and spacing to meet your room dimensions and desired bike capacity.

Saris Infrastructure 800.783.7257

www.sarisinfrastructure.com

Downloadable product resources available online:



CAD Files



SketchUp Files



Written Specs



Photos



# DELUXE PUBLIC WORK STAND



**SARIS**  
INFRASTRUCTURE



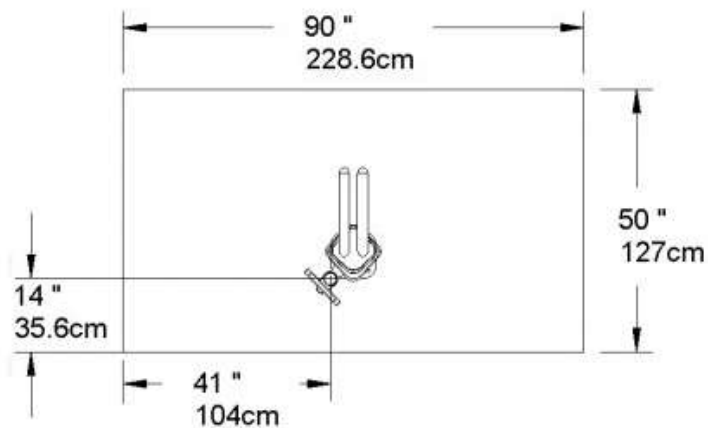
The Deluxe Public Work Stand puts the tools where the people need them — on the trails, near the streets, and in the bike rooms. Nine tools on retractable braided stainless steel cables brings durable, easy to use tools to the hands of cyclists. With a high quality vinyl decal, your branding stands out and reflects your commitment to the benefits of cycling.

## Product Specifications

- Tools securely attach by retractable braided stainless steel cables
- Large surface area for custom branding/signage; optional Saris Infrastructure branding as shown is available by request
- Designed to directly interface with all three Saris Infrastructure High Security manual pumps and Wheel Chock attachments (sold separately)
- Long hose provides wide range of motion without touching the ground
- Impact and UV resistant front plate won't show wear and tear from pedal strikes
- ADA-compliant design

# Deluxe Public Work Stand

## Recommended Setbacks



- Minimum of 41" from side of Deluxe Public Work Stand to wall or other objects
- Minimum of 14" from back of Deluxe Public Work Stand to wall
- Minimum of 60" from an adjoining street or cycle path

## Tools Included



- Philips & standard screwdrivers
- Steel core tire levers (2)
- Headset/pedal wrench
- 8/10mm cone wrench
- 9/11mm cone wrench
- Torx T-25
- Hex key set



Thick-walled DOM tubing;  
TIG welded to laser-cut steel;  
stainless steel aircraft cable



Powder Coat



Installation hardware  
included



2 year  
warranty



Made in  
the USA

## Dimensions

Model #	Description	Type of Mount	Weight	Length	Width	Height	Space Requirement
26347C	Powder Coat	Flange	84 lbs.	10"	10"	55"	See Back

Our Saris Infrastructure representatives can assist with custom layout and spacing to meet your room dimensions and desired bike capacity.

Saris Infrastructure 800.783.7257

[www.sarisinfrastructure.com](http://www.sarisinfrastructure.com)

Downloadable product resources available online:



CAD Files



SketchUp Files



Written Specs



Photos

Date: March 11, 2024

To: Caleb Peterson – Cloquet City Engineer  
Cloquet City Council Members

From: Mike Medich on behalf of the George & Helen Medich Family

RE: Donation for Pine Valley

*Just FYI Caleb.  
Parents would like your  
help on this.  
Mike*

Dear Caleb,

I am happy to inform you of my intent to donate funds for the planning and construction of a proposed multipurpose chalet at Pine Valley Recreation Center in Cloquet.

Over the past few years, my siblings and I have been considering possibilities to give back to the community in which we were raised. We hoped to recognize with thanks and appreciation the community of Cloquet; the foundation it provided, the values it helped instill, the education it afforded, and the support it generously provided our family of six children and my parents, George and Helen Medich, as small business owners over many decades.

After conversations among family and friends, combined with several visits to Pine Valley and informal discussions with City representatives, we believe supporting a new multipurpose chalet at Pine Valley is a perfect fit. Our goal is to leave behind a lasting memorial to be enjoyed for years by future generations and citizens of Cloquet. The proposed facility can be used by all in the community to pursue healthy recreation, and further the use and enjoyment of a unique, beautiful, and easily accessible public space.

To begin the planning process in 2024, my intent is to donate up to \$20,000 to pay for the professional services needed for preliminary design, space planning and project estimating. After successfully completing the planning process with a goal to schedule construction during 2025, my intent is to donate up to \$1,000,000 for the project's construction on behalf of the George & Helen Medich Family and in exchange for permanent naming rights to the proposed facility.

While I would enjoy the opportunity to attend a City Council meeting in person to discuss these intentions and answer your questions, I live in the Green Bay area so the distance makes it difficult to be present. I have had several discussions with Caleb Peterson, City Engineer, and Tom Urbanski, Park Commission member, who have quietly nurtured this idea along over the past few years with me. They will be able to provide some project history if needed.

I hope you will accept our family's intent to support the proposed multipurpose chalet at Pine Valley. Please let me know if you need anything else from me.

Thank you for your time and consideration.

*Mike*

Mike Medich

cc/ Mayor Roger Maki, City of Cloquet / Kerry Kolodge, Cloquet City Councilor – Ward 4



## DEPARTMENT OF PUBLIC WORKS

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

### REQUEST FOR ACTION

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To: Park Commission  
From: Ross Biebl, Assistant Public Works Director  
Date: April 1, 2024

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**ITEM DESCRIPTION:** CYBSA Budget Review.

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#### **Proposed Action**

Staff recommends the Park Commission **MOVE TO ACCEPT THE 2024 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 2023 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. CYBSA will bring a list of future projects that they are considering. One of these projects is the safety netting around the concession building. Work began fall of 2023. Depending on the cost of these projects they would typically be included in the upcoming budget and CIP planning process. The president and treasurer from 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 to the City for 2024 is reflected in the CYBSA and City Budget.

#### **Supporting Documentation Attached**

2024 Budget  
Lease Agreement.



# Cloquet Youth Baseball and Softball Association

## Balance Sheet

As of December 31, 2023

	TOTAL			
	AS OF DEC 31, 2023	AS OF DEC 31, 2022 (PY)	CHANGE	% CHANGE
<b>ASSETS</b>				
Current Assets				
Bank Accounts				
Checking - Frandsen	21,616.95	34,378.27	-12,761.32	-37.12 %
<b>Total Bank Accounts</b>	<b>\$21,616.95</b>	<b>\$34,378.27</b>	<b>\$ -12,761.32</b>	<b>-37.12 %</b>
Other Current Assets				
Uncategorized Asset	0.00		0.00	
Undeposited Funds	0.00	0.00	0.00	
<b>Total Other Current Assets</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>0.00%</b>
<b>Total Current Assets</b>	<b>\$21,616.95</b>	<b>\$34,378.27</b>	<b>\$ -12,761.32</b>	<b>-37.12 %</b>
Fixed Assets				
Fixed Assets	12,392.00	0.00	12,392.00	
Batting Cages	9,245.25	5,289.70	3,955.55	74.78 %
Depreciation	-205,664.00	-201,258.00	-4,406.00	-2.19 %
Foul Ball Net 2015	0.00	0.00	0.00	
Garage addition	17,064.38	16,000.00	1,064.38	6.65 %
Lawn Mower	5,800.00	5,800.00	0.00	0.00 %
Pitching Machines 2017	875.00	875.00	0.00	0.00 %
Portable Fencing	2,616.00	2,616.00	0.00	0.00 %
Purchased prior to 2016	231,827.70	231,827.70	0.00	0.00 %
Shed	10,111.65	10,111.65	0.00	0.00 %
<b>Total Fixed Assets</b>	<b>84,267.98</b>	<b>71,262.05</b>	<b>13,005.93</b>	<b>18.25 %</b>
<b>Total Fixed Assets</b>	<b>\$84,267.98</b>	<b>\$71,262.05</b>	<b>\$13,005.93</b>	<b>18.25 %</b>
<b>TOTAL ASSETS</b>	<b>\$105,884.93</b>	<b>\$105,640.32</b>	<b>\$244.61</b>	<b>0.23 %</b>

# Cloquet Youth Baseball and Softball Association

## Balance Sheet

As of December 31, 2023

	TOTAL			
	AS OF DEC 31, 2023	AS OF DEC 31, 2022 (PY)	CHANGE	% CHANGE
<b>LIABILITIES AND EQUITY</b>				
Liabilities				
Current Liabilities				
Other Current Liabilities				
941 Tax Payable	0.00	-4,190.34	4,190.34	100.00 %
Clearing	0.00	0.00	0.00	
Due to Northland Baseball Camp	0.00	0.00	0.00	
Due to Pine Valley Mountain Bik	0.00	0.00	0.00	
Due to Skate Park Association	0.00	0.00	0.00	
Due to Sway Fun Swing	0.00	0.00	0.00	
Frandsen Bank - LOC	0.00	0.00	0.00	
FUTA Payable	0.00	0.00	0.00	
MN Withholding Payable	0.00	0.00	0.00	
Payroll Liabilities	85.24	4,190.34	-4,105.10	-97.97 %
PPP Loan Payable	0.00	0.00	0.00	
Prepaid Sign Rental	0.00	0.00	0.00	
SUTA Payable	0.00	0.00	0.00	
<b>Total Other Current Liabilities</b>	<b>\$85.24</b>	<b>\$0.00</b>	<b>\$85.24</b>	<b>0.00%</b>
<b>Total Current Liabilities</b>	<b>\$85.24</b>	<b>\$0.00</b>	<b>\$85.24</b>	<b>0.00%</b>
<b>Total Liabilities</b>	<b>\$85.24</b>	<b>\$0.00</b>	<b>\$85.24</b>	<b>0.00%</b>
Equity				
Opening Bal Equity	0.00	0.00	0.00	
Retained Earnings	105,640.32	105,089.81	550.51	0.52 %
Net Income	159.37	550.51	-391.14	-71.05 %
<b>Total Equity</b>	<b>\$105,799.69</b>	<b>\$105,640.32</b>	<b>\$159.37</b>	<b>0.15 %</b>
<b>TOTAL LIABILITIES AND EQUITY</b>	<b>\$105,884.93</b>	<b>\$105,640.32</b>	<b>\$244.61</b>	<b>0.23 %</b>

# Cloquet Youth Baseball and Softball Association

## Profit and Loss

January - December 2023

	TOTAL			
	JAN - DEC 2023	JAN - DEC 2022 (PY)	CHANGE	% CHANGE
<b>Income</b>				
Apparel profits	2,370.00	1,614.25	755.75	46.82 %
Concession Revenue	15,382.15	14,778.70	603.45	4.08 %
Donations	200.00		200.00	
Donations - Equipment		0.00	0.00	
Fall Ball	5,100.00	3,900.00	1,200.00	30.77 %
Field Sponsorship	3,300.00	3,000.00	300.00	10.00 %
Field Usage	9,170.00	7,310.00	1,860.00	25.44 %
Fundraiser Income	22,900.00	21,250.00	1,650.00	7.76 %
Golf Outing Income	2,100.00	8,177.29	-6,077.29	-74.32 %
Interest Income	5.82	5.08	0.74	14.57 %
Registrations	56,032.13	52,887.65	3,144.48	5.95 %
Sponsor Fees	11,850.00	14,658.25	-2,808.25	-19.16 %
Tournaments	<b>12,306.25</b>	<b>17,487.00</b>	<b>-5,180.75</b>	<b>-29.63 %</b>
Travel Baseball	15,690.44	13,412.00	2,278.44	16.99 %
<b>Total Income</b>	<b>\$156,406.79</b>	<b>\$158,480.22</b>	<b>\$ -2,073.43</b>	<b>-1.31 %</b>
<b>GROSS PROFIT</b>	<b>\$156,406.79</b>	<b>\$158,480.22</b>	<b>\$ -2,073.43</b>	<b>-1.31 %</b>
<b>Expenses</b>				
<b>Baseball/Softball</b>				
Awards	910.69	885.60	25.09	2.83 %
Clinics	450.00		450.00	
Equipment	7,573.65	7,846.26	-272.61	-3.47 %
Fall Ball Umpires	4,400.00	2,580.00	1,820.00	70.54 %
Fees - Quad City	841.00		841.00	
Lake Superior Girls Fastpitch	2,925.00		2,925.00	
Medals/Trophy/Apparel - Fall Ball	601.21	502.50	98.71	19.64 %
Tournament Expenses	<b>8,867.85</b>	<b>9,564.65</b>	<b>-696.80</b>	<b>-7.29 %</b>
Tournament Fees	2,250.00	2,901.00	-651.00	-22.44 %
Travel Baseball	18,859.31	15,268.67	3,590.64	23.52 %
Trophies	0.00		0.00	
Umpires	9,011.00	8,604.18	406.82	4.73 %
Uniforms	14,082.25	13,155.75	926.50	7.04 %
<b>Total Baseball/Softball</b>	<b>70,771.96</b>	<b>61,308.61</b>	<b>9,463.35</b>	<b>15.44 %</b>
<b>General and Administrative</b>				
Bank Service Charges	418.00		418.00	
Board Meetings	180.90	1,012.01	-831.11	-82.12 %
Checks	169.83		169.83	
City Lease	3,000.00	3,000.00	0.00	0.00 %
Coaches Appreciation	395.50	105.42	290.08	275.17 %
Depreciation	4,406.00	4,016.00	390.00	9.71 %
Electricity	4,480.15	5,288.83	-808.68	-15.29 %

# Cloquet Youth Baseball and Softball Association

## Profit and Loss

January - December 2023

	TOTAL			
	JAN - DEC 2023	JAN - DEC 2022 (PY)	CHANGE	% CHANGE
Fundraising Expense	5,909.00	5,969.25	-60.25	-1.01 %
Gifts		1,052.00	-1,052.00	-100.00 %
Insurance	5,946.20	6,093.66	-147.46	-2.42 %
Legal & Accounting	1,852.75	1,875.00	-22.25	-1.19 %
Natural Gas	486.49	527.17	-40.68	-7.72 %
Parade	144.39		144.39	
PO Box	194.00	182.00	12.00	6.59 %
Registration Fee	190.00	817.72	-627.72	-76.76 %
Supplies - Office	179.35	70.70	108.65	153.68 %
Web site	3,812.35	4,744.84	-932.49	-19.65 %
<b>Total General and Administrative</b>	<b>31,764.91</b>	<b>34,754.60</b>	<b>-2,989.69</b>	<b>-8.60 %</b>
Park				
Chalk and Aglime	4,268.78	4,291.20	-22.42	-0.52 %
Coaches Back Ground Check	315.00	77.00	238.00	309.09 %
Field Maintenance Supplies	1,649.18		1,649.18	
Gas	782.80	1,024.68	-241.88	-23.61 %
Park Project		4,500.00	-4,500.00	-100.00 %
Payroll Tax Expense	2,619.69	2,714.52	-94.83	-3.49 %
Payroll Tax Expense - Fall Ball	28.62		28.62	
Portable Toilets	3,648.78	2,820.86	827.92	29.35 %
Portable Toilets - Fall Ball	978.00		978.00	
Repairs	679.47	2,044.71	-1,365.24	-66.77 %
Signs	2,509.65	2,320.15	189.50	8.17 %
Special Project		4,688.69	-4,688.69	-100.00 %
Supplies	2,388.13	2,789.94	-401.81	-14.40 %
Wages	33,468.45	34,594.75	-1,126.30	-3.26 %
Wages - Fall Ball	374.00		374.00	
<b>Total Park</b>	<b>53,710.55</b>	<b>61,866.50</b>	<b>-8,155.95</b>	<b>-13.18 %</b>
<b>Total Expenses</b>	<b>\$156,247.42</b>	<b>\$157,929.71</b>	<b>\$ -1,682.29</b>	<b>-1.07 %</b>
NET OPERATING INCOME	<b>\$159.37</b>	<b>\$550.51</b>	<b>\$ -391.14</b>	<b>-71.05 %</b>
NET INCOME	<b>\$159.37</b>	<b>\$550.51</b>	<b>\$ -391.14</b>	<b>-71.05 %</b>



		<b>Actual</b>	<b>Budget</b>
		<b>2023</b>	<b>2024</b>
<b>Income</b>			
	Apparel Profits	2,370	2,000
	Concessions	15,382	12,500
	Sale of Equip.		
	Donations	200	
	Grants		
	Field Usage	9,170	8,000
	Fundraiser Profits	16,991	15,000
	Golf Outing	2,100	6,000
	Interest Income	5.82	-
	Registrations	56,032	55,000
	Sponsor Fees	11,850	15,500
	Field Sponsor Fees	3,300	5,000
	Tournament Wood City, Net	3,438	4,500
	Travel Baseball	15,690	14,000
	Fall Ball (Softball), Net	-1,282	1,000
	<b>Total Income</b>	<b>135,247</b>	<b>138,500</b>
<b>Expenses</b>			
<b>General &amp; Administrative</b>			
	Coaches Appreciation	396	500
	Bad Debts		
	Bank Service Charges	418	150
	Electricity	4,480	4,000
	Gifts		-
	Insurance	5,946	6,450
	Lease Payments - City	3,000	3,000
	Legal & Accounting	1,853	2,000
	Natural Gas	486	600

	Post Office Box	194	200
	Supplies - Office	674	700
	Registration Fee	190	200
	Web site	3,812	4,000
	<b>Total General &amp; Administrative</b>	<b>21,449</b>	<b>21,800</b>
	<b>Baseball/Softball</b>		
	Baseball Tryout Facility	450	750
	Advertising		-
	Awards	911	1,500
	Equipment	7,574	8,000
	Quad City Fee (Baseball)	841	1,000
	Arrowhead League Fees	2,925	3,000
	Lot Rental		300
	Tournament Fees	2,250	-
	Travel Baseball	16,113	14,000
	Umpires	9,011	10,000
	Uniforms/Hats	14,082	14,000
	<b>Total Baseball/Softball</b>	<b>54,157</b>	<b>52,550</b>
	<b>Braun Park</b>		
	Aglime/Chalk/Field Dry	4,269	4,000
	Equipment	1,649	4,000
	Background checks	315	1,000
	Gas	783	1,000
	Payroll Tax Expense	2,620	2,800
	Portable Toilets	3,649	4,000
	Repairs/Maintenance	679	1,000
	Signs	2,510	1,500
	Supplies	2,388	3,000
	Wages	33,468	35,000



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

THIS AGREEMENT entered into the 1 day of May, 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.

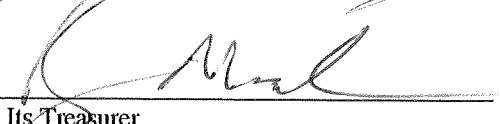
CITY OF CLOQUET

By:   
Its Mayor

By:   
Its Clerk

CLOQUET YOUTH BASEBALL/SOFTBALL ASSOCIATION

By:   
Its President

By:   
Its Treasurer