

CLOQUET PARKS COMMISSION AGENDA

Pinehurst Pavilion
Monday, October 7, 2024 4:30 p.m.

1. Call to Order.

2. Approval of Minutes. _____

- a. August 5, 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.
- b. Community Ed Report –Erin Bates
- c. City Staff Report – Ross
- Fence at Braun
 - Pine Valley Eagle Scout Projects
 - Carlton SWCD Award
 - Legacy Funding
 - Maintenance Activities

5. Action Items.

- Approval of COGGS Agreement
(Discussion and recommendation requested)
- _____

6. Park Commission Comments/Future Items.

- Next Meeting (November 4, 2024 4:30 p.m.) @ City Hall

7. Adjourn.

Regular Meeting.
Parks Commission August 5, 2024 4:30 p.m.
Pine Valley

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

MINUTES

The minutes of the June 3, 2024 regular meeting were presented. Motion to approve by Commissioner Krick and 2nd by Commissioner Martinson, motion carried 4-0.

PUBLIC COMMENT

Jamie & Joseph Johnson reported that the parking/trespassing problems at Braun Park are ongoing. R. Biebl reported that the signs have been made and will be installed soon.

COMMUNITY ED

E. Bates reported that 866 season passes to the Beach have been sold this year, an increase from 711 last year. 50 of these passes will be paid for by the Aquatics Grant. A lottery system was used to award grant-paid passes. June was slow at the Beach due to the weather, but July has saw 1200 more visitors than last year. The Beach will close for the season on August 10th. Commissioner Buhs had a question for E. Bates regarding the information on the city's alcohol policy the facility renters are receiving. E. Bates stated that the policy is listed in the contract they sign at the time of reservation.

CITY STAFF REPORT

R. Biebl reported that the new Pinehurst Playground has been completed with the exception of a sidewalk panel and a few wood fibers. The application for Legacy funding was submitted last week and the commission will be doing a site visit next week. A final decision on the awarding of funds is expected in January of 2025 and then will have to be approved by the legislature in June of 2025. The projects that were included in the Legacy Funding application were: Replacement and additional lighting on the ski trails, ski jump maintenance, and parking lot maintenance. The new skinny course has been installed at Pine Valley as part of an Eagle Scout project and a bike repair station will be installed soon. Staff will be meeting with architects for the planning of the new building at Pine Valley funded by the Medich family. City staff has been working on mowing, weeding and event setup and cleanup. The part-time parks maintenance position has been filled.

ACTION ITEMS

R. Biebl presented the 2025 Park Fund Operating Budget and the 2025-2029 Park CIP. A motion was made by Commissioner Krick to move recommend approval of the 2025 Park Fund Operating Budget and the 2025-2029 Park CIP, seconded by Commissioner Martinson, motion carried 5-0.

NEXT MEETING

The next meeting to be held September 9, 2024 - 4:30 p.m. (Pinehurst)
On motion duly carried by a unanimous yea vote of all members present, the Parks Commission adjourned.

Secretary

808 3rd Street
Carlton MN 55718
(218) 384-3891



Established in 1961

9/10/2024

Dear City of Cloquet Public Works and Ross Biebl, Assistant Public Works Director,

The conservation efforts of Cloquet Public Works led by Ross Biebl over the years have not gone unnoticed. The Carlton Soil and Water Conservation District (SWCD) would like to award you the title **2024 Outstanding Conservationist**. The award acknowledges your dedication to conservation by going above and beyond in implementing conservation projects all around the City of Cloquet.

As stated by Alyssa Bloss:

“ Cloquet Public Works and Ross Biebl are leaders in conservation when it comes to Carlton County’s urban cities. Partnering with the Carlton SWCD, they have targeted, treated, and controlled over 10 acres of buckthorn and other invasive species on the City of Cloquet property including along the North St. Louis River Trail, Pine Valley Park, and forests surrounding the Cloquet Memorial Hospital. The City now actively manages buckthorn and other invasive species throughout their department regularly.... Cloquet Public Works and Ross Biebl also have partnered with the Carlton SWCD Lawns to Legumes Program in converting 2 acres of mowed turf grass at Braun Park to a diverse native pollinator planting with over 25 grasses, flowers, and sedges. This planting provides a space for the community to enjoy while providing habitat for pollinators and beneficial insects. Partnering with the City of Cloquet Public Works and Ross is a joy! I look forward to what the future brings for the city’s conservation world!”

We invite you to attend our Awards Ceremony at 11 am Tuesday, November 12th, at the Carlton SWCD Office. Our staff and board members will present you with award placards and signs, and recognize your hard work with a short presentation. Light refreshments will be provided.

You are also welcome to join the Carlton SWCD at the MN Association for Soil and Water Conservation Districts (MASWCD) Outstanding Conservationist programming on Wednesday, December 4th from 9 am to 2:15 pm at the DoubleTree by Hilton Hotel in Bloomington, MN. Presentations will be given by the Minnesota Zoo and the National Eagle Center in the morning. After that, you will be recognized in front of 88 SWCDs from all over the state during the Outstanding Conservationist Luncheon and Awards Ceremony starting at 12:15 pm. Please let us know if you plan on attending so we can register you and cover the expenses. Additional information is included in this letter.

Please get in touch with our Community Conservationist, Jenny Sherren, to let us know how many guests will attend the Carlton SWCD Awards Ceremony and if you plan on attending the MASWCD Awards Luncheon. We will register you for the luncheon and cover that expense. Jenny’s number is 218-384-3891 ext 7 and her email is jenny.sherren@carltonswcd.org.

Sincerely,
Carlton SWCD Staff and Board Members



DEPARTMENT OF PUBLIC WORKS

101 14th Street; 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: October 7, 2024

ITEM DESCRIPTION: COGGS Agreement.

Proposed Action

Staff recommends the Park Commission **MOVE TO RECOMMEND APPROVAL OF THE AGREEMENT WITH CYCLISTS OF GITCHEE CUMEE SHORES (COGGS) FOR MAINTENANCE, FUNDRAISING AND CONSTRUCTION OF NATURAL SURFACE TRAILS IN CLOQUET.**

Background

The City of Cloquet has operated the very popular Pine Valley Singletrack Trail since 2018 with the help of local groups. In 2020 and 2022 phase II and phase III were completed, bringing the total to 5 miles of bike trail to maintain. These types of trails typically require a refresh every 5-7 years and we expect there will be trail maintenance in the near future.

COGGS has been working with Duluth and more recently Superior with similar contracts for maintenance, fundraising and construction of trails in the respective cities. Staff has seen a recent increase in maintenance required on the single-track trails and feels that COGGS with their staff, volunteer outreach and networks are a good fit for the Pine Valley trails and potential future trail expansion.

It is important to note, COGGS is not charging for the services provided. At times city staff may be required to help but this is anticipated to be minimal. The agreement has a five-year term with an opt-out clause if either party wishes to terminate.

Policy Objectives

Master Plan Policy 7.3: Partnerships with other jurisdictions and non-government entities shall be sought to achieve extensions of the City's trail network.

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

N/A.

Supporting Documentation Attached

COGGS Agreement.

AGREEMENT BETWEEN

THE CITY OF CLOQUET, MINNESOTA

AND THE CYCLISTS OF GITCHEE GUMEE SHORES, INC.

THIS agreement entered into by and between CYCLISTS OF GITCHEE GUMEE SHORES, INCORPORATED, a Minnesota non-profit corporation (“COGGS”), and the CITY OF CLOQUET, a municipal corporation created and existing under the laws of the State of Minnesota (the “City”).

This agreement recognizes the formal partnership between the City of Cloquet, Minnesota, and the Cyclists of Gitchee Gumees Shores (COGGS). This agreement aims to formalize and define the collaboration between the City and COGGS for the fundraising, planning, advocacy, construction, and maintenance of natural surface trails in the City.

WHEREAS, the City is committed to providing recreational opportunities and enhancing the quality of the City’s trails for the citizens of Cloquet. The City recognizes the importance of promoting outdoor recreational activities and supporting initiatives that enhance community well-being.

WHEREAS, COGGS is a non-profit corporation with the mission of building, maintaining, and advocating for mountain bike trails and would maintain the Pine Valley trail in the City of Cloquet. COGGS is dedicated to the development and maintenance of trails for cycling and other outdoor activities in the region.

NOW THEREFORE, COGGS shall have permission to utilize mechanized equipment, including but not limited to, mini-excavators, compactors, and other machinery deemed necessary for the construction, maintenance, and improvement of multi-use, natural surface trails within the city limits of Cloquet. The specific locations and trails for construction and maintenance shall be determined jointly by the City and COGGS and approved by the City of Cloquet.

Term

This Agreement shall remain in effect for a period of five years commencing from the date of execution of the contract by the parties. After the initial five-year period, this Agreement shall renew itself for an additional five-year term, unless either party serves the other with a sixty (60) day written notice of their intent to terminate.

Either party reserves the right to terminate this agreement at any time prior to the expiration upon sixty (60) days written notice or if any of the following contingencies arise:

- a. If COGGS is unwilling or unable to use the premises to provide programs and recreational activities for the benefit of city residents 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 either party defaults on its obligations pursuant to this agreement as provided herein.

The City of Cloquet agrees to:

1. Support COGGS fundraising efforts including grants and seeking of private funds to support the development and maintenance of bike trails that includes identification of natural surface trails in the Pine Valley and cross-town connecting bike trails of various surfaces.
2. Shall provide necessary permits and approvals for the construction and maintenance of trails currently contained within Pine Valley and for new trails identified and approved in the master plan or through other methods.
3. Shall determine, in its sole discretion, when the trails, or portions of the trails are open or closed for public use. Nothing in this Agreement shall prevent COGGS from:
 - a. sending notifications to its members and the public regarding the City's decisions to open and close the trails, or portions of the trails; or
 - b. advising its members to refrain from using the trails, or portions of the trail, even then it is open for public use, in order to prevent or minimize damage to the trail.
4. Shall assist in identifying suitable locations for trail development and improvement.
5. Shall coordinate with relevant departments to ensure compliance with environmental regulations and land use policies.

Cyclists of Gitchee Gumees Shores (COGGS):

1. Shall initiate fundraising efforts including grants and seeking of private funds to support the development additional natural surface trails in Pine Valley and cross town connecting bike trails of various surfaces.
2. Shall conduct regular inspections and repairs of trails to ensure their safety and usability.
3. Shall procure and maintain the necessary equipment for trail construction and maintenance.

4. Shall provide trail maintenance at no cost to the City.
5. Shall provide up-to-date, accurate insurance coverage including amount of insurance, deductible, carrier and expiration date of coverage. COGGS shall furnish the City with an endorsement for earlier notice of cancellation and/or non-renewal and the Certificate of Insurance showing the type, amount, deductible, effective date and date of expiration of such policy. COGGS shall not cancel or materially alter this coverage without prior written approval by the City. COGGS shall be responsible for maintaining professional liability insurance, general liability coverage, mechanical equipment coverage, workers compensation insurance and an umbrella volunteer insurance coverage.
6. Shall be responsible for all of its costs and employee compensation in connection with the trail building and maintenance, including but not limited to payroll, insurance, rental or purchase of equipment and all other expenses, except as otherwise set forth in this Agreement, or as may be approved by the City, in the City's sole discretion.
7. May use chainsaws, track wheelbarrows, lawnmowers, weed whips, brush cutters, snowmobiles, saws, drills, mini-excavators, track sleds and other mechanized equipment (collectively, the "Mechanized Equipment") to perform the trail maintenance or construction, but must adhere to the following rules when using the Mechanized Equipment:
 - a. Only individuals designated by COGGS as a "chainsaw operator" will be allowed to operate chainsaws. COGGS shall adhere to Occupational Safety and Health Administration ("OSHA") requirements for working safely with chainsaws, including with respect to its volunteers.
 - b. Only individuals designated by COGGS as a "machine operator" will be allowed to operate mechanized equipment. COGGS shall adhere to OSHA requirements associated with the use of wheel or track propelled equipment, including with respect to its volunteers.
 - c. Only individuals designated by COGGS as a "power tool operator" will be allowed to operate power saws (circular saw), power pole saw, and brush cutters tools. COGGS shall adhere to OSHA requirements associated with the use of hand and power tools, including with respect to its volunteers.
 - d. The Assistant Director of Public Works or their designee, in their sole discretion, retains the right to prohibit any type of equipment from being used by COGGS on trails.
8. COGGS may not use chemical methods to remove brush, trees, and other vegetation, except
 - a. when removing or attempting to remove invasive species, and
 - b. with written approval from the City. If COGGS wishes to use chemical removal

methods, it must submit a written request in advance. City reserves the right to refuse chemical treatment at their sole discretion.

9. All brush and other vegetation shall be slashed and dispersed on site so that it sits no higher than 18” off the ground with cut ends pointed away from the active trail tread whenever possible. All cut and/or slashed vegetation shall be dragged away from the active trail tread so that it is out of sight from users. Wood chips may not be left in piles higher than four inches off the ground. Cut and/or slashed vegetation, including wood chips, shall not be deposited into suspected wetlands, lowlands, or drainage ways and must be disposed of in an upland location.
10. All cut trees shall be left on site, but, to the extent possible, dragged away from the active trail tread so that, to the extent possible, they are out of sight from users. All tree stumps greater than 6” in diameter shall be left no higher than three inches off the ground. All woody vegetation less than 6” in diameter that are within the active trail tread or fall zone shall be removed as to not leave any sharp edges or protrusions.
11. Leaning or live fallen trees greater than six inches in diameter measured at breast height, require written approval from the Assistant Director or their designee before removal; except that if a standing or live fallen tree is physically blocking the an existing trail, it may be removed from the without the prior written approval of the City.
12. COGGS must provide personal protective equipment necessary or adequate for all activities on the trail. The City will not provide recommendations and/or direction as to what, if any, personal protective equipment should be used by individuals working on the trails.
13. COGGS’s staff members and volunteers shall be employees or agents solely of COGGS and not employees or agents of the City.

Liability:

Both parties agree to indemnify and hold harmless each other from any claims, damages, or liabilities arising out of the construction, maintenance, or use of the trails covered under this agreement, except in cases of willful misconduct or negligence.

Term of Agreement:

This agreement shall commence on the date of signing and remain in effect for a period of one calendar year and will auto renew unless terminated earlier by mutual agreement or by either party with written notice.

Governing Law:

The Agreement will be interpreted, and the rights and liabilities of the Parties determined, in

accordance with the laws of the State of Minnesota.

Non-Discrimination:

Upon execution of this Agreement, COGGS agrees to not discriminate against any employee, applicant for employment, independent contractor, volunteer, or any other persons because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

Authority:

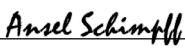
The Signer represents that they have the authority to enter into this agreement. The person(s) signing on behalf of COGGS represents and warrants that they have been duly authorized to bind COGGS and sign this Agreement on behalf of the organization.

The parties, intending to be legally bound have executed this agreement on the day and year set forth above.

Signatures:

Company: Cyclists of Gitchee Gumees Shores (COGGS)
Address: PO Box 161261
Duluth, MN 55816

Phone: 608 320 2731

Signed by:


Ansel Schimpff, Executive Director

8/10/2024 | 7:21:42 AM CDT

Date

ATTEST: CITY OF CLOQUET, MINNESOTA

Mayor

Date

2024 PARK SERVICES (Approved 12/19/2023)

Veterans Park Memorial Brick Engraving	Per brick	\$200.00
Park Facilities - Indoor (Chalet and Island Shelter)		
Resident (Private)		\$125.00
Non-Resident (Private)		\$250.00
All	Custodial/cleaning deposit	\$100.00
Park Facilities - Outdoor		
Resident (Private)		\$25.00
Non-Resident (Private)		\$50.00
Cloquet Businesses or weddings		
Up to 100 people	Per Day	\$50.00
101 to 200 people	Per Day	\$75.00
Over 200 (300 max.)	Per Day	\$100.00
Non-Cloquet Businesses or weddings		
Up to 100 people	Per Day	\$100.00
101 to 200 people	Per Day	\$150.00
Over 201 to 300	Per Day	\$200.00
Major Use with over 300 people	Per Day	\$400.00
Athletic Complex		
For Hilltop, Athletic and Pinehurst Parks	Per Day, no field prep	\$25.00
For Hilltop, Athletic and Pinehurst Parks	Per Day, with field prep	\$75.00
Plus Gate Fees or Team Fees	Payable after event \$0-\$3.500	10%
Braun Park has a City agreement covering tournaments		
*Park fees include available power, use of facilities on site, and garbage collection. Major use includes up to two additional portable toilets, one additional dumpster, barricades and street use with approval from the City. Additional toilets or dumpsters may increase your rental charge. City police will be notified of the event but will not provide security.		
Senior Center (no kitchen rental)		
Non-profit	4 hours/Over 4	\$50.00/\$100.00
Profit		\$200.00
All	Custodial/cleaning deposit	\$100.00
All	Alcohol damage deposit	\$100.00
Pond Fees		
Single Season Pass		\$59.00
Family Season Pass		\$109.00
Daycare Season Pass		\$169.00
Single Admission	Per Day	\$5.00
Group Rate (10 or more)	Per Day	\$4.00
Season passes (purchased before May 20th)	Single	\$10.00 off regular price
Season passes (purchased before May 20th)	Family	\$20.00 off regular price
Private Rentals	Per Hour	\$165.00
Punch Card (10 swim)		\$45.00
Campground Fees		
Monthly		\$600.00
Monthly (Sites with sewer hookup)		\$650.00
Per Week		\$175.00
Dump Station (non-registered)		\$5.00
Firewood (campground use only)	Per bundle	\$4.00
Shower (non-registered)	Per person / per use	\$2.00
Park Dedication Fee		10% of land or cash in lieu of