

**Inver Grove Heights
Park and Recreation Advisory Commission
Wednesday, September 10, 2014
8150 Barbara Avenue
7:00pm**

1. CALL TO ORDER
2. ROLL CALL
3. PRESENTATIONS – Items that don't require action.
 - A. Presentation from the VMCC/Grove Fitness Coordinator – Amy Crary
4. ANNOUNCEMENTS
 - A. You can find information regarding the City of Inver Grove Heights by visiting our web site at www.invergroveheights.org
 - B. Next Meeting; October 8, 2014 Regular Meeting 7:00pm
5. CONSENT AGENDA – All items on the Consent Agenda are considered routine and have been made available to the Commission at least two days prior to the meeting; the times will be enacted in one motion. There will be no separate discussion of these items unless a Commission member or citizen so request, in which event the item will be removed from this Agenda and considered in normal sequence.
 - A. Approval of Agenda
 - B. Approval of Minutes of July 16, 2014
6. PUBLIC COMMENT – Public comment provides an opportunity for the public to address the Commission on items that are not on the Agenda. Please raise your hand to be recognized. Please state your name and address for the record. This section is for the express purpose of addressing concerns of City services and operations. It shall not be used to clarify individual's views for political purposes. Comments will be limited to three (3) minutes per person.
7. UNFINISHED BUSINESS - Items that are brought back to the Commission for action from a previous meeting.
8. REGULAR AGENDA - Items requiring action that are new to the Commission.
 - A. Schedule Special Park Commission Meeting
 - B. Consider Approval of Concession Agreement with Inver Grove Heights Youth Hockey
 - C. Consider Approval of Dasher Board Agreement with Inver Grove Heights Youth Hockey
9. ADMINISTRATIVE PRESENTATIONS - Items that need to be discussed without any actions.
 - A. Discuss Potential Capital Improvement Project(s) for South Valley Park
10. COMMISSION COMMENTS – A chance for Commissioners to ask questions or make comments.
11. ADJOURN

Since we do not have time to discuss every point presented, it may seem that decisions are preconceived. However, background information is provided to the Commission on each agenda item in advance from Staff; decisions are based on this information and past experiences. In addition, some items may have been discussed preliminarily at Work Sessions. If you are aware of information that has not been discussed, please raise your hand to be recognized. Comments that are pertinent are appreciated.

This document is available upon a 3 business day request in alternate formats such as Braille, large print, audio table, etc. Please contact Eric Carlson at 651.450.2587 or TDD/TTY 651.450.2501

**City of Inver Grove Heights Minutes of the Proceedings
Of The Park and Recreation Advisory Commission
Wednesday, July 16, 2014**

1. CALL TO ORDER:

Chair Eiden called the July 16, 2014 Park and Recreation Advisory Commission Meeting to order at 7:00 p.m.

2. ROLL CALL:

Present: Chair Al Eiden; Vice Chair Dennis Schueller; Commissioners: Willie Krech, Kathryn Bauer, Mary Hapka, and Joe Boehmer

Parks and Recreation Director Eric Carlson

Absent: Commissioners: Jim Huffman, Mark Freer, and Deb Tix
Recording Clerk Sheri Yourczek

3. PRESENTATIONS:

None

4. ANNOUNCEMENTS:

A. You can find information regarding the City of Inver Grove Heights by visiting our Web Site at:

www.invergroveheights.org

B. Next Meeting: August 13, 2014. Regular Meeting 7:00 p.m.

5. CONSENT AGENDA:

A. Approval of Agenda

B. Approval of Minutes of June 11, 2014

Motion by Commissioner Krech, seconded by, to approve the Consent Agenda as presented.

Aye: 6

Nay: 0 Motion carried.

6. PUBLIC COMMENT:

None

7. UNFINISHED BUSINESS:

None

8. REGULAR AGENDA:

A. Northwest Area Park and Trail Plan

Parks and Recreation Director Eric Carlson stated he has a Power Point presentation that he will walk through that highlights the report that was prepared for you.

NW Area Park Planning

- *2007 NW Area Park & Trail Plan
- *2009-2030 Comprehensive Plan
- *Evaluate Park Service Area(s)
- *Connect trails to parks and people
- *Goal is to eventually identify properties to acquire

Proposed NW Area Park & Trail Plan

- *Includes six parks
- *Connected by 10-15 miles of trails
- *Take advantage of 20% Open Space requirements
- *Flexible program space to respond to change in demographics
- *Use parks to promote and encourage active living and healthy lifestyles

Park & Trail System Comparison

28 Parks	1,214 residents per park
26 miles of trails	1,300 residents per mile of trail
609 acres of parks in the City	56 residents per acre
14 playground sites	2,428 residents per site

NW Area Developed Projected Population

49,000 people	
34 parks	1,441 residents per park
36-41 miles of trails	1,361 residents per park
665 -691 acres of parkland	74-71 residents per acre
19 playground sites	2,578 residents per playground site

Anticipated Park Dedication Revenue

Allows the City to collect and work with developers to either get land or cash in lieu of land for their proposed developments. If we were to take it all in cash we would generate approximately \$19,000,000 to \$20,000,000 worth of revenue through Park Dedication. That would then be used to acquire land to build trails and tennis courts, playgrounds, parking lots, etc. in the northwest area. This is a conservative estimate.

Park Dedication includes the following:

- Single Family
- Multi-Family
- Office
- Commercial
- Industrial
- Mixed Use
- Public/Semi Public

Anticipated Park Development Investments

On the map parks are labeled with letters. This outlines the anticipated costs to acquire the land and develop the parks. That would be approximately 19.8 million dollars in land acquisition and park construction in the northwest area.

Next Steps

If the Commission is comfortable with what is being proposed this evening, the next step would be for the City Council to review this in a Work Study Session that will take place on August 4th. If they are comfortable with it, it will then be put on their regular agenda on August 11th for their approval. Then we will need to start looking for land for the park labeled "C". We want to try to put a park in that area so we can serve the existing homes that are new and the ones we anticipate in the next couple of years.

Commissioner Krech asked if the housing that is there now, is it close to where they want to put a park?

Director Carlson stated the housing that is there now is in the general area. If we were to locate a park, those homes would find themselves a long ways from the park. We want to locate it differently so it can locate both neighborhoods without having to provide two parks. We would hope to locate it on the trail system. This plan isn't about detail; it's about general planning, so we can locate a parcel or two that we are serious about obtaining acquisition of. Then we can further investigate what we want there.

Chair Eiden commented that the area outlined here has not changed much over the last two years. Upon our approval of this general plan, it will then go to the Council and then we can develop a plan for the area so that things can start happening.

Director Carlson stated we would use this plan when developers come in. If their development happens to be in one of these park search areas we would work with the developer to identify land for a park if that was the case. If not, we would possibly approach, with Council approval, private property owners about acquisition of their property.

Commissioner Bauer asked if the type of amenities that were to be added to the park, and what the park ends up looking like, would a lot of that would be determined by the type of housing that would be near the park? Looking at the demographics of the neighborhoods, a lot of children, then you need a playground, etc.?

Director Carlson stated once we identify parcels we want to build a park on, then we master plan the park itself. We look at the land, the topography, the housing around the park, etc., to determine what type of amenities to specifically put in that park and then develop a budget to develop the park itself.

Commissioner Krech stated right now the houses that are in there have no park for the kids at all.

Director Carlson agreed that there is not a park within the service area. There is not a park that they would consider theirs right now.

Commissioner Hapka felt we needed to look at how we structure these parks. Looking at any possibility of bringing in amenities or activities to bring people into our community. She looks at so many other communities, and they build on recreation as to how they can bring people into the community. Whether they have soccer fields, ball fields, and tournaments, maybe an amphitheater and music. When people are done there, they go to restaurants and they go shopping. We need to keep in mind the bigger picture and not just the park, but the community, what do we have there, what do we want to draw into our community.

Chair Eiden wanted to add that is why it is very important to envision amenities. If we are going to wind up with something unique or regionalized, this would be an area to do so. Topographically, this area will be more of a challenge than any other area in the City.

On another note, there were nine residents from that area that did attend an open house that we had in June. He was impressed with these residents. They know what kind of property they have, as well as the challenges and the benefits surrounding it.

Director Carlson agreed that the topography is very undulating. There are not a lot of flat spots. Those spots are going to be desirable for developers and from a Cities perspective, for some types of amenities we may want to put in our parks system. It could be difficult to find enough flat land to build some for the amenities that Commissioner Hapka spoke of. We need to be careful because we might be up against developers.

Commissioner Hapka just wanted to keep in mind those businesses that are in the area. We need to keep that foot traffic in the area and to keep that in the back of our mind. An amphitheater was just an example of the types of amenities we could get.

Commissioner Krech thought we would be putting an amphitheater down at Heritage Village Park.

Jillian Weber, 6863 Arkansas Avenue, is in the “D” highlighted area. They have lived in Inver Grove Heights less than a year now. They were looking for a very rural spot to be on, and live up on a little lake in the section there. One of the proposed trail areas goes right through their back yard. They pay property taxes on part of the lake and the shoreline. She wanted to make sure they knew there would be a lot of problems having a trail 15 feet from their back door.

Commissioner Krech felt that wouldn't happen. They should be able to change the route of that trail. He wasn't sure who put that there. Sometimes you have to put a trail someplace, they will try to juggle that. He suggested they stay involved, even at the Council level.

Ms. Weber stated there are no sidewalks or curbs in the area so it would seem strange to put a trail in the backyard.

Commissioner Krech felt they needed a sidewalk along that main street when that gets developed.

Motion by Commissioner Hapka to approve the proposal that has been presented. Seconded by Commissioner Krech.

Aye: 6

Nay: 0 Motion carried.

Director Carlson stated Council will be discussing this on Monday August 4th at 7:00 here in Council Chambers. Based on their decision it could be on their regular agenda for Monday, August 11th.

B. Future of Our Parks – Park & Recreation System Plan

Chair Eiden stated this group went into a hiatus for awhile. It came to his attention that we never re-placed Commissioner Solberg on our Sub-Commission. Now that he is gone, he is inviting our new Commissioner Bauer to this subcommittee, unless there are any objections.

Commissioner Bauer thanked them and said it was fine with her.

Director Carlson stated as you recall awhile ago we started a process to develop and update our Parks and Recreation System Plan. When we started the process our goal was to develop a five year capital improvement plan for our existing and new parks system. We wanted to establish a 10 to 15 year vision beyond that. In doing that we would also need to make sure whatever plans we put together that we have sustainable funding for those plans so they could be implemented. Back in 2012 the Council hired a consultant to develop a plan. In September 2012 they met with the Commission to we kick off the process. In February of 2013 we met with the City Council to update them on the progress we had been making. In June of 2013 the Park Champions Group, along with the Commission, presented them with the findings we have, where the park system is at, as well as outlined the goals they hoped to achieve throughout the planning process. In October of 2013 we made a presentation to the City Council about some alternative funding options we had to consider. The Commission appointed a Subcommittee comprised of Commissioner's Eiden, Hapka, and Solberg. Now you have appointed Commissioner Bauer to take the place of Commissioner Solberg since he is no longer with us. We have a group of residents that have been involved in the process, referred to as Park Champions. We are trying to educate that group and let them know what the needs are and how the system works and funded, so that they could let others know if they had an interest in the parks system. In June of 2013 the Champions and the Commission presented a Power Point Presentation to the City Council that highlighted the current state of the park and trail system. The group asked the Council about having the City fully fund the Park Maintenance Capital Replacement Fund. They wanted to make sure the financing of the system was done in the proper way. And that we wanted to develop a well developed system in the northwest area. The Park Champions group has met over the last few months. They are recommending that the Commission recommend to the Council that we go out and have some

neighborhood meetings in the park system itself. Try to get people that live around some of the developed parks in the system to come to a meeting in the park itself, and show them some of the following issues the parks are having such as:

- life cycles
- costs for replacements
- find out what amenities they are using in the parks
- are they interested in seeing other things in the park
- let them understand how things are being funded and if funding isn't increased how things will go from there.

We have a list of the parks we would like to recommend having these meetings in. Not all are listed as not all of them have amenities in them, or are in neighborhoods. We would be visiting about 2/3 of them. Our plan would be to visit the identified parks on the list, educate residents about the park and trails system, identify what would happen if funding isn't increased, not just what happens in their park, but in the entire parks system. Ask residents for feedback and ask them to become engaged in the process, give us feedback about their interest in the park system, and what level of park system do they want to see. We would suggest that these meeting take place in late August into September and October. He would like to see information available at the meetings and advertise the meetings to get the word out.

We are recommending that the Park and Recreation Commission recommend this to the City Council. We would talk about this plan at their Work Study Session on August 4th and see what kind of feedback the Council has.

Chair Eiden stated one of the reasons for this is that we know the challenges ahead of us. We now have another 3,200 acres that has nothing on there yet. But we also have assets in other parks. There are a lot of issues going on. We need to let the citizens understand better what is really happening and what some of their options may or may not be. The Council focused on our current money problems. Our feeling was if we can get out to the people and talk about some of these things, one on one in their area, and tell them we just spent a lot of money to put something here, but that it does also cost a lot of money to maintain it as well. This is an education process to the people to let them understand what it takes to have these amenities available if they want them. One of the objectives to going out with these meetings is to encourage someone out of each group to step forward to continue on and perhaps join the Park Champions in the planning process so they can represent their area, and so they know what is going on in the City so they can help make decisions.

Commissioner Bauer thinks not only is it a good idea to have these meetings, but at least they know they are coming out to the parks. We are coming to find out what is important. We are receptive, we want ideas, and there is a lot happening. Now is a good time to get involved.

Commissioner Hapka agreed. Going out into the neighborhoods will be beneficial. Hopefully we can get more members on our Park Champions group. Lives are busy, and you don't have the opportunity to look at our parks and see what the costs are to replace things when they are gone. How has the Community changed around the area? Those are good conversations to have with residents to go forward.

Commissioner Krech felt you should talk with people in the group to see if someone supports an increase in taxes to support the parks. We need to make sure everyone is aware of the funding.

Chair Eiden is amazed at the number of people in this town who enjoy the amenities, love them dearly, but have no idea what it costs to provide them and maintain them. They will come and ask why grass isn't cut, or some ball fields are not raked or lined, and that's an expectation. These things don't appear by magic.

Vice Chair Schueller felt one of the roadblocks the Park Champions ran into was that the Maintenance Fund was overspending or didn't have enough money to take care of the maintenance that we have. As we add facilities, the maintenance goes up and the money goes down and things fall behind. There was talk of reducing amenities. These meetings are not about just adding things; it's also to inform people that we may be deleting

things to make things work. He doesn't anticipate the Council fully funding the Park Maintenance Capital Fund. We will probably have to deal with the deficit there. When you get to that stumbling block what you want and what you can pay for are two different things. We need to make some decision to move forward here. There is no guarantee that the funding can keep up with what we have. Maybe it's time to make some changes. This is a good way for people to get out there and state their feelings.

Commissioner Hapka agreed. Maybe we need to reinvent things and have quality over quantity. We need to look at all of our amenities and see what we need. We need to look at location. The maintenance and upkeep is what is hurting us.

Commissioner Krech stated that if you try to get a referendum out there to pay more to have these parks maintained could result with the same type of issues schools have trying to get referendums passed. That is some of the struggles we have to put up with.

Chair Eiden felt we needed to get out there and say here is where we are at. Here is what it will take. Leave it up to the people to help make a decision on how to proceed.

Vice Chair Schueller felt if we can include that in our tour, maybe we could publicize where we are going to be, that way people can see where we are at.

Director Carlson stated if the City Council is in agreement with what is going on here, there is going to be four to six weeks of two to three nights a week where we are going to be in a park. He would encourage the Commission to be a part of as many meetings as possible. Staff will be at all of them. Park Champions will be there. Maybe you can divide them up between you all. We don't want this to just be Staff talking to City residents. Staff can supply the information and be there and take notes, etc. We don't want to be the focus of this, the Commission and Park Champions should be the focus.

Commissioner Hapka asked if notices will be going out to the Athletic Associations as well?

Director Carlson responded yes.

Motion by Commissioner Bauer, seconded by Commissioner Hapka, to support going out into the parks as suggested.

Aye: 6

Nay: 0 Motion carried.

Commissioner Krech asked if Vice Chair Schueller could give an update regarding the Golf Course.

Vice Chair Schueller stated they met this afternoon about the possibility about outsourcing the RFP. Director Carlson did an outstanding job of showing us what an RFP would look like for the Golf Course. Matt, who is one of the Golf Course Managers, did an outstanding job of pointing out how the Golf Course has done. Rain has had an effect on rounds played. We haven't had as many rounds as we would have liked, but we have had a good amount of play. We have seen an improvement in the Junior Program. It is progressing really well. We have Junior Memberships now. He sees them increasing next year. The management at Inver Wood has stated that if they see a successful junior membership program they will consider adults and senior memberships as well. Seniors seem to be a good next step. If we can build on that by having memberships that would really help. He read an article on memberships and it stated it is the lifeblood of golf courses. Golf Courses have had weather and situations where they are not selling a lot of tee times, but with memberships, you already have the money. If you have a bad year, you have the money up front, they have still paid, and they bring in other customers and bring in revenue. Council wanted to see an increase in revenue but also a course that is cooperative and customer friendly. He is happy with the success that they have had. If we can have a nice year

from here on out, that would be great. He believes we are going in the right direction with the new memberships and management. We are doing a great job with maintaining the customers we have there, especially the young people. He was there a few weeks ago. There must have been 30 youth in the clubhouse. That is very inspiring as those are future clients at Inver Wood. It is a golf course on the rise, it may not show in revenue, but it's doing well now despite the weather.

Commissioner Hapka commented that she gets Minneapolis/St. Paul Magazine and they mentioned Inver Wood in there and that it was one of the best in the Twin Cities. That's good press and we have a really nice amenity there. She appreciates the time Vice Chair Schueller has put in there and improving the course.

9. ADMINISTRATIVE PRESENTATIONS:

None

10. COMMISSION COMMENTS:

Commissioner Hapka had no comment.

Commissioner Boehmer had no comment.

Commissioner Bauer stated during the flooding she went down to the Swing Bridge often. It was nice seeing all the families down there. She ate at a local restaurant. It's the perfect vantage point down there. She saw the high water and fast current. It's a unique thing we have in Inver Grove. She, along with her daughter, have set goals to see all the parks in Inver Grove. They have visited several so far.

Commissioner Krech had no comment.

Vice Chair Schueller stated he liked the idea of an amphitheater if we have a place for it.

Chair Eiden stated when we invite you to come and visit with us, we sincerely mean that. We like your comments, suggestions, and ideas. If we are going to keep amenities that we need, we do need to hear from you. When you are contacted specifically, please attend and give us your thoughts and comments. Please reach out to Commissioners or Staff with comments. This is your town. It is going to go as you help it make it go. Enjoy the rest of the summer and look for some of the great things going on out there. Stay busy, stay safe. See us again in August.

11. ADJOURN

Motion by Commissioner Boehmer, seconded by Commissioner Hapka, to adjourn the meeting at 7:56 p.m.

Aye: 6

Nay: 0

Motion carried.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COMMISSION ACTION

Schedule Special Park Commission Meeting

Meeting Date: September 10, 2014
Item Type: Regular Agenda
Contact: Eric Carlson – 651.450.2587
Prepared by: Eric Carlson
Reviewed by: Eric Carlson – Parks & Recreation

Fiscal/FTE Impact:

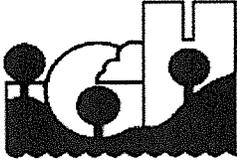
- None
- Amount included in current budget
- Budget amendment requested
- FTE included in current complement
- New FTE requested – N/A
- Other

PURPOSE/ACTION REQUESTED

Schedule a special meeting of the Park and Recreation Commission for Wednesday, September 17, 2014 at 6:00pm at the Veterans Memorial Community Center, 8055 Barbara Ave in Community Room 1. The purpose of the meeting will be to discuss the Best Management Practices for Inver Wood Golf Course.

SUMMARY

It is requested that the Commission set a special meeting for Wednesday, September 17, 2014 at 6:00pm to discuss the Best Management Practices for Inver Wood Golf Course.



**Inver Grove Heights
Park and Recreation Advisory Commission
Wednesday, September 17, 2014
8055 Barbara Ave
6:00pm**

1. CALL TO ORDER
2. ROLL CALL
3. PRESENTATIONS – Items that don't require action.
4. ANNOUNCEMENTS
5. CONSENT AGENDA – All items on the Consent Agenda are considered routine and have been made available to the Commission at least two days prior to the meeting; the times will be enacted in one motion. There will be no separate discussion of these items unless a Commission member or citizen so request, in which event the item will be removed from this Agenda and considered in normal sequence.
 - A. Approval of Agenda
6. PUBLIC COMMENT – Public comment provides an opportunity for the public to address the Commission on items that are not on the Agenda. Please raise your hand to be recognized. Please state your name and address for the record. This section is for the express purpose of addressing concerns of City services and operations. It shall not be used to clarify individual's views for political purposes. Comments will be limited to three (3) minutes per person.
7. UNFINISHED BUSINESS - Items that are brought back to the Commission for action from a previous meeting.
8. REGULAR AGENDA - Items requiring action that are new to the Commission.
 - A. Discuss Best Management Practices for Inver Wood Golf Course
9. ADMINISTRATIVE PRESENTATIONS - Items that need to be discussed without any actions.
10. COMMISSION COMMENTS – A chance for Commissioners to ask questions or make comments.
11. ADJOURN

Since we do not have time to discuss every point presented, it may seem that decisions are preconceived. However, background information is provided to the Commission on each agenda item in advance from Staff; decisions are based on this information and past experiences. In addition, some items may have been discussed preliminarily at Work Sessions. If you are aware of information that has not been discussed, please raise your hand to be recognized. Comments that are pertinent are appreciated.

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CITY OF INVER GROVE HEIGHTS

REQUEST FOR COMMISSION ACTION

Consider Approval of Concession Agreement with Inver Grove Heights Youth Hockey

Meeting Date: September 10, 2014
 Item Type: Regular Agenda
 Contact: Eric Carlson – 651.450.2587
 Prepared by: Eric Carlson
 Reviewed by: Eric Carlson – Parks & Recreation

Fiscal/FTE Impact:

- None
- Amount included in current budget
- Budget amendment requested
- FTE included in current complement
- New FTE requested – N/A
- Other

PURPOSE/ACTION REQUESTED

Recommend execution of an agreement between the City of Inver Grove Heights and the Inver Grove Youth Hockey Association (IGHHA) to operate the concession stand located in the VMCC.

SUMMARY

It is recommended that the IGHHA operate the VMCC concession stand under the terms of the attached agreement. Highlights of the terms include:

- IGHHA takes on all responsibilities of administering the concession operation
- IGHHA staffs the concessions stand
- IGHHA orders and pays for all supplies
- IGHHA responsible for repairs of equipment with the exception of the mechanical, HVAC, plumbing, and electrical systems
- IGHHA will pay the City \$9,600 for use of the concession stand between (October-March)
- The length of the agreement is from October 1, 2014 – April 30, 2015

Allowing the IGHHA to operate the concession stand provides an opportunity for the association to earn some revenue that will help the IGHHA to make hockey a little more affordable for people in the community. It is in the city's best interest to have the IGHHA continue to be a viable association for the long term success of the VMCC

**INVER GROVE HEIGHTS
VETERANS MEMORIAL COMMUNITY CENTER CONCESSION
INDEPENDENT CONTRACTOR AGREEMENT**

THIS INDEPENDENT CONTRACTOR AGREEMENT is made by and between the **City of Inver Grove Heights**, a Minnesota municipal corporation (the "City") and Inver Grove Heights Youth Hockey Association (IGHHA), a Minnesota non-profit corporation (the "Contractor") (City and Contractor sometimes mutually referred to herein as the "Parties").

RECITALS

WHEREAS, City owns and operates an ice arena which contains a concession stand located at 8055 Barbara Ave, Inver Grove Heights, Minnesota 55077 (the "Ice Arena Concession Stand"); and

WHEREAS, Contractor, Inver Grove Heights Youth Hockey Association (IGHHA) is a non-profit corporation who will manage and operate a concession operation located in the Ice Arena; and

WHEREAS, City desires to engage the services of Contractor to provide certain operation and management functions regarding the Ice Arena Concession Stand pursuant to the terms and conditions of this Agreement; and

WHEREAS, Contractor is willing to provide these services of operating and managing the Ice Arena Concession Stand as an independent contractor pursuant to the terms and conditions of this Agreement; and

WHEREAS, Contractor's services will eliminate the need for any City staff to operate or manage the Ice Arena Concession Stand.

NOW, THEREFORE, in consideration of the undertakings, promises, respective covenants and commitments contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**ARTICLE 1.
Scope of Work**

1.1. The Work to be performed by Contractor regarding the Ice Arena Concession Stand shall be comprised of the following tasks:

- a.** Contractor shall provide sufficient, trained personnel necessary to sell to the general public various concession merchandise from the Ice Arena Concession Stand at all times mutually acceptable to City and Contractor;

b. Personnel provided by Contractor shall serve on a volunteer basis without expectation of pay from either City or Contractor and shall be identified herein as "Personnel";

c. Contractor and City shall periodically and mutually prepare a schedule of events and dates at which Contractor will employ Personnel to operate the Ice Arena Concession Stand. This schedule will include all gate events and may be changed only by the written agreement of both Parties;

d. Contractor agrees to maintain the Ice Arena Concession Stand in a clean and orderly condition during operation and at the end of each event at which the Ice Arena Concession Stand is open for business;

e. Contractor agrees to comply with any requests by the City to exclude from events any Personnel deemed unsuitable by the City;

f. Contractor agrees all Personnel working at the Ice Arena Concession Stand will be sixteen (16) years of age or older.

ARTICLE 2.
Performance of Work

2.1. Contractor shall operate and manage the Ice Arena Concession Stand pursuant to the schedule of events and dates mutually agreed to by Contractor and City.

2.2. If Contractor fails or neglects to proceed diligently, timely, or competently with the Work and in a professional manner, City may terminate this Agreement.

ARTICLE 3.
Term

3.1. The term of this Agreement shall be effective on October 1, 2014 and terminate on April 30, 2015 (the "Term"). At the end of the Term all provisions and conditions of this Agreement, including fees, may be renewed and negotiated by the Parties, subject to mutual agreement of the Parties.

ARTICLE 4.
Terms of Payment

4.1. During the Term Contractor will pay City a fee to lease the Ice Arena Concession Stand in the amount of nine thousand six hundred and 00/100 Dollars (\$9,600.00) annually in equal payments of \$1,920.00 per month (November – March) (the "Fee"). Contractor will be required to pay this Fee monthly regardless of its profit from sales. Monthly payments are due on the 10th of the month following (i.e. January's payment is due February 10th, February's

payment is due March 10th, and March payment is due April 10th). Contractor will only be entitled to revenue from concession sales above and beyond the Fee.

4.2. Contractor agrees to provide monthly financial reports in a form acceptable to the City in the City's sole discretion which are due with monthly payment following the reporting month which set forth all income and expenses of operation of the Ice Arena Concession Stand.

ARTICLE 5.
Expenses and Equipment

5.1. Contractor shall be solely responsible for all expenses incurred by performing the Work under this Agreement. This includes but is not limited to permits, license fees, costs of supplies, insurance premiums and compensation, if any, paid to Personnel used by Contractor

5.2. During the Term, all repair and maintenance of any and all equipment not provided by a vendor will be the sole responsibility of Contractor. City will not facilitate repairs to any equipment, including that which may be vendor provided.

5.3. Contractor shall be solely responsible for all collection and payment of applicable sales tax to the State of Minnesota.

ARTICLE 6.
Vendor Contracts

6.1. City has entered into a contract with Coca Cola to provide Coca Cola products. Contractor agrees to accept an assignment of this or any other future vendor contract and assumption of all obligations set forth in a contract. Per the City's contract with a beverage company Contractor agrees it will only sell that company's products from the concession stands.

ARTICLE 7.
Insurance

7.1 The Contractor shall submit to the City a certificate of insurance on a Standard Form C.I.C.C.-701 or an ACORD 25 form, showing the following insurance coverage and listing the City as a loss payee under the policies:

- | | | |
|----|--|-------------------|
| a. | Comprehensive General Liability (CGL): | \$1,500,000.00 |
| b. | Workman's Compensation: | Statutory Amounts |

This certificate must provide for the above coverage's to be in effect on the date of the contract and must provide the insurance coverage will not be canceled or not renewed by the insurance company without 30 days written notice to the City of intent to cancel or intent not to renew. The certificate must further provide that the Contractor's insurance coverage is primary coverage notwithstanding any insurance coverage carried by the City that may apply to Contractor's operation and management of the Inver Grove Heights Ice Arena concession stand. The required CGL coverage amount may be provided by primary coverage or a combination of primary and excess liability coverage.

ARTICLE 8.
Compliance with Labor Laws

8.1. Contractor warrants and represents it will comply with all federal and state child labor laws and all federal and state nondiscrimination and employment laws. Contractor shall indemnify and defend the City and its respective officials and employees and hold them harmless against any and all liability, loss, damages, costs or expenses, including attorney's fees, which City may incur, suffer, or be required to pay in connection with the defense and/or settlement or any action, suit or proceeding based upon general liability, or any other claims brought by any person, entity or organization arising out of any negligent or other wrongful act or omission by Contractor or its Personnel.

ARTICLE 9.
Indemnity

9.1. Contractor assumes full responsibility for its own actions and for any business invitees including but not limited to Personnel and agrees to indemnify, defend and hold and save City and its respective officials and employees harmless from and against any claim, demand, action or cause of action which may be asserted by any person arising out of any property damage, injury or death caused or suffered by acts, omissions or defaults of contractor, its personnel, and any of Contractor's business invitees, including Contractor itself, including, but not limited to third party actions for property damage or for injury or death otherwise covered under applicable workmen's compensation laws, regardless of actual or alleged negligence of City.

9.2. Contractor agrees to indemnify and hold City harmless from any and all losses or damage which City may sustain on account of any claim, demand or suit made or brought against City, including reasonable attorneys' fees, resulting from conduct of Contractor or its personnel or business invitees. Contractor further agrees to protect and indemnify and defend City against any loss or damage suffered by anyone arising through negligence of Contractor or its personnel or business invitees and to bear any expense which City may have by reason thereof, or on account of being charged therewith, including reasonable attorney's fees.

ARTICLE 10.
Independent Contractor Status

10.1. It is expressly understood and intended by the Parties that Contractor, in performing the Work to be performed pursuant to this Agreement, shall be acting as an independent contractor and not as an employee of City, and that City shall not be obligated to furnish Contractor with anything other than the use of the Ice Arena Concession Stand and equipment for purposes of selling concessions and equipment (listed on Exhibit A) and shall not be obligated to furnish Consultant with supplies or any customary employee benefits or compensation plans.

10.2. Contractor and City agree to the following rights consistent with an independent contractor relationship:

- a.** Contractor has the right to perform the Work for others during the Term of this Agreement;
- b.** Contractor has the sole right to control and direct the means, manner and method by which the Work required by this Agreement will be performed except as otherwise provided herein;
- c.** City will secure storage area to Contractor to provide the Work required by this Agreement;
- d.** Contractor will furnish all products and materials to provide the Work required by this Agreement.
- e.** Any relocation of equipment by Contractor must be approved in advance by City;
- f.** Contractor has the right to hire Personnel to provide the Work required by this Agreement;
- g.** Contractor or Contractor's Personnel shall perform the Work required by this Agreement; City shall not hire, supervise or pay any individuals to assist Contractor;
- h.** Neither Contractor nor Contractor's Personnel shall receive any training from City in the skills necessary to perform the Work required by this Agreement;
- i.** City shall not require Contractor's Personnel to devote full time to performing the Work required by this Agreement;
- j.** City-managed vending machines will be operational during hours of operation of the Ice Arena Concession Stand throughout the Term of the Agreement;
- k.** Any special concessions brought in for any event must be approved in advance by Contractor and City;

l. Any concession products sold in Ice Arena Concession Stand by Contractor must be approved by City in advance of sale;

m. Contractor is responsible for handling and managing all Ice Arena Concessions Stand related monies. Contractor will provide its own bank deposits, change fund and safe or storage of money; and

n. Contractor will be responsible for security of product and monies.

10.3. Business Permits, Certificates, Licenses and Training. Contractor is solely responsible for compliance with all federal, state and local laws requiring business permits, certificates and licenses required to carry out the Work to be performed under this Agreement. Contractor is solely responsible for compliance with all requirements for training of Personnel.

10.4. State and Federal Taxes. Contractor will pay all taxes incurred while performing the Work under this Agreement. Contractor shall be solely responsible for all collection and payment of applicable sales tax to the State of Minnesota. Upon demand, Contractor will provide City with proof that such payments have been made. City will not:

a. Withhold FICA from Contractor's payments or make FICA payments on Contractor's behalf;

b. Make State or Federal Unemployment Compensation contributions on Contractor's behalf; or

c. Withhold State or Federal Income Tax from Contractor's payments.

10.5. Fringe Benefits. Contractor understands that neither Contractor nor Contractor's Personnel are eligible to participate in any employee pension, health, vacation pay, sick pay or other fringe benefit plan of City.

ARTICLE 11.

Liability to Third Parties

11.1. It is agreed that neither of the Parties shall act as the agent of the other party without an express written authorization to act as an agent, and any act by a party as an agent without proper authorization will create a separate liability solely in the party acting as to any and all third parties affected thereby.

11.2. Any contract entered into by a party that is outside the scope of this Agreement will not be binding on the other party, and only the party entering that contract shall be liable thereby to third parties.

ARTICLE 12.
Termination of Agreement

12.1. If Contractor breaches any terms of this Agreement, City may terminate this Agreement by giving Contractor thirty (30) days' written notice of its intent to terminate. The required notice shall be made in accordance with paragraph 13 of this Agreement. If City breaches any terms of this Agreement, Contractor may withdraw from and terminate its participation in this Agreement by providing the City thirty (30) days' written notice of its intention to terminate in accordance with paragraph 13 of this Agreement. In the event Contractor withdraws and terminates its participation in this Agreement, Contractor acknowledges and agrees it will pay the City its fee as provided in paragraph 4.1 of this Agreement for the entire month in which the termination becomes effective. Contractor further acknowledges and agrees it will make no separate claim for payment from the City under this Agreement.

12.2. In the event that the Inver Grove Heights Arena is closed or no longer operational, the agreement and all future obligations of the Contractor are concurrently terminated.

ARTICLE 13.
Notices

13.1. Any notice, demand or request which either party hereto may desire or may be required to give to the other party shall be in writing. Any such notice shall be sent to the respective party's address as set forth below or to such other party may, by notice in writing, designate as its address. Any such notice shall be deemed received and shall constitute service of notice hereunder three (3) days after the mailing thereof.

If to City: City of Inver Grove Heights
 Attn: Eric Carlson, Park & Recreation Director
 8055 Barbara Ave
 Inver Grove Heights, MN 55077
 Phone: 651.450.2588

If to Contractor: Inver Grove Heights Youth Hockey Association (IGHHA)
 Attn: _____ (name)
 _____ (address)
 _____ (city, state, zip code)
 Phone: _____

Any party from time to time, upon at least ten (10) days' written notice thereof, may change its respective address for notice to any other deliverable address within the State of Minnesota.

ARTICLE 14.

General

14.1. Assignment. Contractor may not assign this agreement or any part thereof or any of its obligations. Contractor shall not sublet the Work, either in whole or in part, without the prior written consent of City. Any subcontract under this Agreement approved by City will be subject to the provisions of the contract documents and this Agreement, but shall create no contractual relationship with City.

14.2. Applicable Law. This Agreement shall be construed in accordance with the laws of the State of Minnesota.

14.3. Entire Agreement. This Agreement does not constitute an offer by City and it shall not be effective until signed by all of the Parties. This Agreement, along with attached Schedules, Exhibits, any Appendix and any documents referred to herein, constitutes the entire agreement between the Parties with respect to the subject matter hereof and merges all prior and contemporaneous communications. This Agreement shall not be modified except by a written agreement signed by the Parties.

14.4. Waiver. Failure at any time to enforce any provisions of this Agreement shall in no way be constituted as a waiver of such provision and shall not affect the right of either party thereafter to enforce each and every provision of the Agreement in accordance with its terms.

14.5. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement.

14.6. No Partnership. This Agreement does not create a partnership relationship between Contractor and City. Contractor does not have authority to enter into contracts on City's behalf.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the _____ day of October 2014.

CITY:

CITY OF INVER GROVE HEIGHTS

By: _____
Eric Carlson
Its: City PARKS DIRECTOR

CONTRACTOR:

INVER GROVE HEIGHTS YOUTH HOCKEY ASSOCIATION (IGHHA)

By: _____
-
Its: _____

By: _____
-
Its: _____

Exhibit A Equipment

The City of Inver Grove Heights will maintain the plumbing, electrical and HVAC systems that serve the concession stand and storage area. The City will not be responsible for loss of service or product should one of these systems fail. The City will make reasonable effort to repair a failed system as quickly as possible.

The City of Inver Grove Heights owns and will maintain the following equipment:

- Telephone
- Sink(s)

The City of Inver Grove Heights will allow the IGHHA to use City owned equipment. The IGHHA is responsible to make and pay for all necessary repairs. Once the equipment has reached the end of its useful life it is the responsibility of the IGHHA to pay for the replacement of the equipment as needed at the discretion of the IGHHA. Once replaced the equipment becomes the property of the IGHHA. Before disposing of City owned equipment, approval from the City is required. . The list may include:

- Coffee Machine
- Hot Dog Roller
- Popcorn machine
- Warmer unit
- Ice machine
- Single door fridge

The following equipment is borrowed/leased from a vendor. The IGHHA can choose to continue to use the vendor that supplies the equipment or they can seek their own vendor at their discretion (exception is Coke products):

Coke:

- 2 door display cooler
- 1 door display cooler
- Fountain machine

1st Line Group:

- Slushie Machine

Al's Coffee:

- Hot Chocolate/Cap. Machine

Vistar:

- 2-microwaves
- Cheese machine

The City will not supply cash registers or POS system(s) for the operation of the concession stand.

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COMMISSION ACTION

Consider Approval of Dasher Board Agreement with Inver Grove Heights Youth Hockey

Meeting Date: September 10, 2014
Item Type: Regular Agenda
Contact: Eric Carlson – 651.450.2587
Prepared by: Eric Carlson
Reviewed by: Eric Carlson – Parks & Recreation

- Fiscal/FTE Impact:**
- None
 - Amount included in current budget
 - Budget amendment requested
 - FTE included in current complement
 - New FTE requested – N/A
 - Other

PURPOSE/ACTION REQUESTED

Recommend the attached letter of agreement between the City and the Inver Grove Heights Hockey Association for the purposes of selling dasher boards at the Veterans Memorial Community Center ice arena.

SUMMARY

The Inver Grove Heights Youth Hockey Association is one of our larger users at the VMCC of ice time and the City recognizes the importance of a youth hockey program in the community. The association would like to have the ability to sell dasher board advertising so that they can attempt to keep the cost of hockey affordable for the members of their association which are predominately residents of Inver Grove Heights. Virtually any proceeds gained by the association will used to help reduce the cost of ice time at the VMCC.

The City previously had the same agreement with the hockey association but it expired in August 2014.

A copy of the agreement is attached.

CITY OF
INVER GROVE HEIGHTS

and

INVER GROVE HEIGHTS
YOUTH HOCKEY ASSOCIATION

LETTER OF AGREEMENT

The following Letter of Agreement is made between the City of Inver Grove Heights "City" and the Inver Grove Heights Youth Hockey Association "IGHHA".

WHERE AS, the City recognizes the importance of a youth hockey program in the community and desires to partner with the IGHHA to help the IGHHA remain a viable association.

WHERE AS, the City currently sells dasher board advertising to local businesses to generate revenue for the VMCC/Grove and 100% of the revenue is deposited with the City.

WHERE AS, the IGHHA wishes to sell dasher board advertising to local business to generate revenue for the IGHHA and VMCC/Grove and 90% of the gross revenue would be kept by the IGHHA and 10% of the gross revenue would be paid to the City by the IGHHA.

WHERE AS, the IGHHA agrees not to approach any existing advertisers currently under contract with the City.

WHERE AS, the IGHHA will be solely responsible for marketing, ad production and maintenance of ads, revenue collection and providing City share to the City in a timely manner.

WHERE AS, there are a total of 32 dasher board locations.

WHERE AS, the City will maintain the ability to refuse any advertiser if the product or service is not in the best interest of the VMCC/Grove, City and/or Community.

WHERE AS, the City will install any dasher board within one week of receiving the panel and the IGHHA will pay the City \$50 for installation costs.

WHERE AS, the proposal will expire on August 31, 2016 unless both parties renew the terms of the agreement.

FOR THE CITY:

FOR THE IGHHA:

Mayor

Date

President

Date

CITY OF INVER GROVE HEIGHTS

REQUEST FOR COMMISSION ACTION

Commission Comments

Meeting Date: September 10, 2014
Item Type: Commission Presentations
Contact: Eric Carlson – 651.450.2587
Prepared by: Eric Carlson
Reviewed by: Eric Carlson – Parks & Recreation

- Fiscal/FTE Impact:**
- None
 - Amount included in current budget
 - Budget amendment requested
 - FTE included in current complement
 - New FTE requested – N/A
 - Other

PURPOSE/ACTION REQUESTED

No action required. Commissioners are encouraged to make appropriate comments.

SUMMARY

None.