Inver Grove Heights
Park and Recreation Advisory Commission
Wednesday, May 11, 2016
8150 Barbara Avenue
7:00pm

1. CALL TO ORDER
2. ROLL CALL
3. PRESENTATIONS – Items that don't require action
   A. Review the Department's Marketing Efforts – Bethany Adams
4. ANNOUNCEMENTS
   A. You can find information regarding the City of Inver Grove Heights by visiting our web site at www.invergroveheights.org
   B. Find us on Facebook at Inver Grove Heights Parks & Recreation
   C. Follow us on Twitter at @IGHParks
   D. Arbor Pointe Park Open House – Wednesday, May 25th, from 6:00pm – 7:30pm at the Veterans Memorial Community Center; Community Room 1
   E. Next Meeting; June 8, 2016, 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 items 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 April 13, 2016
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. Consider Recommendation for North/South Valley Park Master Plan Process
   B. Consider Recommendation on VMCC/Grove Use Agreement with ISD 199
9. ADMINISTRATIVE PRESENTATIONS - Items that need to be discussed without any actions.
   A. Park & Recreation Sub Committee Reports
   B. Discussion on Municipal Utility Donation Program for the Parks System
   C. Department Happenings
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, April 13, 2016

1. CALL TO ORDER:

Chair Eiden called the April 13, 2016 Park and Recreation Advisory Commission Meeting to order at 7:00 p.m.

2. ROLL CALL:

Present: Chair Al Eiden; Vice Chair Mark Freer; Commissioners: Patrick Farley, Kathryn Bauer, Willie Krech, Kevin Sethre, and Deb Tix
Parks and Recreation Director Eric Carlson
Absent: Commissioner Joe Boehmer; 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. Find us on Facebook at Inver Grove Heights Parks & Recreation
C. Follow us on Twitter at @IGHParks
D. Next Meeting: May 11, 2016. Regular Meeting 7:00 p.m.

5. CONSENT AGENDA:

A. Approval of Agenda

B. Approval of Minutes of March 9, 2016

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

Aye: 7
Nay: 0 Motion carried.

6. PUBLIC COMMENT:

None

7. UNFINISHED BUSINESS:

None

8. REGULAR AGENDA:

A. Consider Park Dedication Requirements for MIHM Custom Homes – Case NO 16-06PUD

Park and Recreation Director Eric Carlson stated you are being asked to consider Park Dedication requirements for MIHM Custom Homes Project located west of Highway 3 and to the north of 70th. This is not in a location

that we are expecting to locate a park specifically. We recommend the developer pay Cash Dedication for 44 lots, at a cost of $2,850 per lot, for a total of $125,400.

Commissioner Farley asked if there is not a park required in this area, where is another park possibly located?

Director Carlson responded this specific location is surrounded by potential parks, but there isn't one in that specific location.

Motion by Commissioner Krech to approve the Park Dedication.

Commissioner Krech felt they would probably need to get a road off of 70th to get there then?

Director Carlson stated this is located to the east of Blackstone Ridge, a subdivision that has been approved already. There should be a connection to this sub-division somewhere to the west.

Motion seconded by Commissioner Farley.

Aye: 7
Nay: 0 Motion carried.

9. ADMINISTRATIVE PRESENTATIONS:

A. Review Proposed Pine Bend Bluff Trailhead

Director Carlson stated this evening we are going to give you a brief overview of some of the plans Dakota County has for building a Trailhead at Pine Bend Bluff. Pine Bend Bluff is a scenic and natural area in Inver Grove Heights along the Mississippi River, and east of Highway 52. The Mississippi River Regional Trail runs through the property. Josh Kinney from Dakota County is here this evening to give a presentation.

Josh Kinney stated this is regarding the Pine Bend Bluff scientific and natural area. A portion of the Mississippi River Regional Trail runs through here. It is located near the truck stop on 117th Street. The Mississippi River Regional Trail is a 27 mile off road bike trail which connects Hastings to Thompson County Park, and they are actually working on a connection to Harriet Island. The project purpose is to develop a Trailhead. They are trying to put trailheads along that trail between four and five miles apart. Rock Island Swing Bridge will be the sister park to the Pine Bend Bluffs Trailhead. They are going to develop a Trailhead that has a restroom building, a parking lot, some picnicking, some trail amenities such as water, places to sit, shade. The project schedule has already been kicked off and they are working on the design development now. Construction will hopefully be completed in Fall of 2017 with project start up in Spring of 2017. 600 feet from the Trailhead location will host an overlook with spectacular views. The site concept shows a one way entry drive. The restroom is about half the size of the Rock Island Swing Bridge building. Two picnic tables will be underneath the covered portico to the building with three more to the east. There will be a kiosk similar to the Rock Island one, a stone seating wall, and bike amenities. The site rendering shows a green roof but we may go with one more aligned along with the Rock Island Swing Bridge, so they are thinking the roof will be red. The entire building is surrounded by rain gardens and swails. They will use native plants, use on-site treatment of storm water, be completely ADA Accessible, and security cameras will also be out there.
The tagline for the building is to be efficient, effective, and responsive. Those are Dakota County core values. In the end staff recommended going with the color palette used at the Rock Island building, and that is what we have recommended to the County Board.

Vice Chair Freer asked if this was to be looked at as a kick-off spot for bikers and hikers, or a pass through spot?

Mr. Kinney responded he could see it as both. They could also park their cars here and bike down to the Rock Island Swing Bridge, which is only five miles away. This could also be used by people from the north, stopping to get water, seeing the sights, and seeing what else is out there to see.

Vice Chair Freer asked how far the trail was actually completed.

Mr. Kinney responded it is 17 miles from Thompson County Park to 117th Street. Then the portion to Hastings is complete. We are finishing off the five miles to Spring Lake Park this fall. The Rosemount connection was just approved too, so they are looking at a fully functioning system by 2018.

Commissioner Sethre asked how much private property is being impacted here?

Mr. Kinney responded they this is State property, there is no private property impacted.
They have an easement with the DNR for construction that spells out all the uses. They are using that as guidance for the structure and whole plan of the project.

Commissioner Krech asked when work will begin and when it will be complete. He likes that this is coming in there, and feels it will all work out well.

Mr. Kinney responded they will start the project in the spring of 2017 and finish in the fall of 2017. He agreed that this fills out a nice gap in the trail system.

Commissioner Sethre asked if 111th Street was a private road?

Mr. Kinney responded it is a City owned right of way and is deeded part of a right of way. There is some platted to the City and owned to the City.

Commissioner Tix asked if there has been any talk of a turn-around area for trucks given the proximity of the truck stop?

Mr. Kinney responded that could be tough on the site. It is a one acre site on steep topography. He wasn't sure how that would work. They could explore it, but they would have to revisit easement language with the DNR and that could be problematic. The area does account for a fire truck, but nothing really bigger.

Commissioner Krech felt it was close enough that they could walk down there. He asked if this will be labeled well?

Mr. Kinney responded it would have a similar sign to that out at Rock Island.

Mr. Kinney gave a brief history on the monument.
Since 1938 it was sitting on the corner of 117th and Highway 52. It was moved as the frontage road and overpass project was worked on. They took control of the monument otherwise it could have been destroyed. Given its historical nature, the County took it upon itself to store it at Spring Lake Park. It's still in relatively good condition. As part of the trailhead project, initially it was thought that this could be a stand alone, given that its state owned and the state had to buy in. However, some of the language on the monuments face was not apparently politically correct so the DNR made it known that it was not to be a part of the project. As a second plan, some felt that piece needs to be back and to be viewed. Due to that interest, he reached out to Flint Hills Resources and secured placement of the monument. It is right there on the trail, set back a bit, but it will be viewable and resurrected again. There was even some interest from one of the State Legislatures for the monument itself. When it was moved, it was taken off the State Historical Register, but since we are relocating it so close to its original location, the State Historical Society is willing to put it back on the States Historical Register. The monument speaks to the Village that was there, the Village of Chief Medicine Bottle whose

Grandfather was executed as part of the hangings at Fort Snelling in 1865. Pine Bend Village was actually the first Village in Inver Grove Heights so it's great to have it here.

Commissioner Bauer stated it was also built by the National Youth Administration so will it be on the National Historical Registry? She felt we needed to get that designation. This would be a great time to do it.

Mr. Kinney felt that would be a great question to find out about.

Mr. Kinney mentioned that there will be a public open house on Tuesday, April 19th from 5:30 to 7:30 in the building next to the Community Center. It is advertised in the Rosemount Town pages and letters were sent out to 12 others that were affected by the site.

Commissioner Sethre asked when you stated property owners affected, who are speaking about?

Mr. Kinney responded it means adjacent properties, so the trucking companies nearby, the truck center, DNR, MNDOT, Land O' Lakes. There was a radius they had to adhere to. Materials for the project are also available to be viewed at Inver Glen Library. Plans and the project memorandum will be there as well. It's also available for viewing on the parks page, and County page.

Mr. Kinney stated that he is here this evening because Inver Grove Heights has a big stake in this project. You've been an excellent partner on this project. You can see the County Tax Revenue is $250,000. The City Bonding is $500,000. They had a Grant from MNDOT for $400,000, and then the 2017 Park Legacy Fund in the amount of $410,000 for a grand total of 1.525 million dollars. The estimated project cost, which includes restoration of the monument, is 1.3 million. They are well on their way to having a great project.

Commissioner Sethre asked if all this money has been allocated or budgeted?

Mr. Kinney responded everything except for the City portion. He is working with Director Carlson to make sure that happens. There are many options they are exploring to make that happen by the end of May.

Director Carlson commented that in the 2014 Bonding Bill the City received 2 million dollars that could be used for improvements to the Rock Island Swing Bridge, Heritage Village Park, or adjacent to the Mississippi River Regional Trail. The money needs to be matched with non-state sources. The City Council determined they would match approximately 1.3 million dollars with City money or non-state sources. So we have $2.6 million dollars for improvements that the City would make. There is roughly $700,000 that we worked with from the County as well. We are spending $100,000 at the Rock Island Swing Bridge for some historical interpretation, another $100,000 on a trail for a connection between the Rock Island Swing Bridge and Heritage Village Park along Doffing Avenue, and then about $500,000 at the Pine Bend Bluff Trailhead to help assist the County. The money is coming from the Bonding Bill. The entire $2 million dollars is being utilized.

Commissioner Farley asked that when you look at the trails, how do you measure utilization.

Mr. Kinney responded the Met Council has a measurement for counting that. High use Counties such as Hennepin, for example, are very high on the list. For this trail, there is actually metrics available online so you can see how many people are using it. Take for example the Rock Island Swing Bridge, that parking lot, after 5:00 p.m., is full. That was an area that wasn't very highly used for its recreational potential as much as it could have been.

Commissioner Krech felt we needed to do our part at our end of town. We have to provide a complete trail system. You can't just stop it and not go anyplace and that's kind of where this is.

Commissioner Farley asked that when it's finally constructed, who's responsible for maintenance?

Mr. Kinney responded it is the County's responsibility. They will be responsible for the maintenance of the facility as well as plowing and maintenance of the road. When you have trails, you need these jewels along the trail to provide parking, water, a place to sit in the shade, views of the river, etc. This has not been a completed package and we are trying to fill that gap.

Commissioner Sethre asked if these trails can be used in the winter?

Mr. Kinney responded yes, they are plowed all winter.

Director Carlson verified that the Mississippi River Regional Trail is a Regional Trail owned and operated by Dakota County. The Trailhead facility that was built at Swing Bridge Park is unique, in the case was that the City owns the land and the County owns the building and we share maintenance responsibility both short term and long term in the parking lot. In this case, the land is owned by the DNR, but the County owns the easement, so the County will then own and maintain the facilities. It is a regional facility. As the County is the regional parks provider for Dakota County, they receive money from the Met Council to do regional projects and operations of certain parks facilities. This trail is considered regional, Lebanon Hills is considered regional. Thomson County Park is not a regional park for example.

B. Review Proposed Utilities Construction Activity in Harmon Park

Director Carlson stated this item isn't an action item, but more informational. Our Engineering Department will be doing some construction in and around Salem Hills Park this spring and summer. The first piece is that there will be a section of water main constructed. They will bisect the park, so when this construction happens in June, the southern portion of the park will be closed. It could take one to two weeks at the most. This location was picked and reviewed by our parks staff to do that work. The second item is that some streets are being reconstructed, some storm water improvements will be made, and a storm water pond will be located in the area east of the trail.

Commissioner Sethre asked if there will be any signage over by Salem Hills?

Director Carlson responded yes, there will be signage in the parking lot itself.

C. Park & Recreation Sub Committee Reports

Chair Eiden mentioned that they opted to create a number of sub-committees for Commission work. The second page lists the Commissioners who have adopted one or more of the work study programs.

Director Carlson commented this was just documentation of who signed up for what so we have a record of it.

Commissioner Sethre noticed his name wasn't on there yet.

Director Carlson asked if there was a sub-committee he would be interested in?

Commissioner Sethre stated the Long term/Short term Staff needs would be one. He's also interested in the South Valley Project and maybe even the System Plan.

Chair Eiden commented when he proposed this it was not to give staff more work to do. This is part of a learning and supporting experience for we as Commissioners in what is going on in the City. There are no specific outcomes, but just issues that will be coming before us.

Commissioner Krech felt he could be put on the Long Term Staffing and maybe Northwest Area Planning too.

D. Department Happenings

Director Carlson had nothing to highlight and will stand by for questions.

Vice Chair Freer asked if Arbor Point was the only park that had been vandalized?

Director Carlson responded lately is has. It has been hit twice in the New Year. As we pointed out in the update of the report, we are going to try to have a neighborhood meeting in May to get some feedback from them. Try to build a relationship with them, asked for ideas on what they can do, what they may have seen, etc.

Commissioner Bauer asked if you would be involving the Police as well? They have had vandalism at the school near where she lives. The Police have spoken to her neighborhood too.

Director Carlson responded they probably will.

Vice Chair Freer asked if insurance helped out at all?

Director Carlson responded no because nothing was destroyed, it's still usable.

Commissioner Farley asked what the vandalism consisted of?

Director Carlson responded they are using spray paint. The first time it was pretty offensive and obscene. The second time it was about who should and shouldn't be President.

Commissioner Krech stated last weekend he was alerted to the fact that there was a well alarm that was going off down at Rich Valley Park. He drove down and looked at it, but the alarm was already off by the time he got there. He didn't see any problem down there when he did check though.

Director Carlson heard today that they were working on the well. There was an air pocket or air pressure issue and they got it working today. He will check with the maintenance staff on that alarm issue.

Chair Eiden had a question about the North and South Valley Master Plan. Who is the St. Paul Riverfront Corporation and why are they putting forth the Master Plan proposal to us?

Director Carlson responded the St. Paul River Front Corporation is a group that does a lot of planning in St. Paul and along the Mississippi River. They put together a proposal on our behalf, and submitted a Grant to Blue Cross and Blue Shield's Healthy Community Grant opportunity. We were not selected as a recipient but we appreciated the proposal that was put together and are interested in continuing to work with them. We will be putting together a proposal regarding that and will be bringing that before you for consideration in May. We would then pass that along to the City Council for their review. If everyone likes what they see, then we will be working with them in doing a Master Plan for the park.

Chair Eiden was paranoid about this. Anyone that has expertise and can help us plan is wonderful. However he feels we are constantly inundated with people outside of this Community who are trying to shape this Community. He would like to make sure we get more local input to these things before we go too far.

Director Carlson responded that one of their strengths is actually Community engagement. That is one reason why they would be a good group to work with in this case. Their role is to try to bring forward ideas in some of the best practices, but to also listen and respond to what the Community wants. We don't have an actual proposal to react to yet, but you will get one for your May meeting.

Chair Eiden commented that after the conversations they have had about the golf course, he noticed we have very little or no signage. One of the first courses of action is that they are working with MNDOT. His idea was a brown directional sign on the highway. He is still working on getting that, as well as signage elsewhere. On County 26, out where Blackstone is, there is a sign going west that says City of Eagan, but there is no sign saying you are in Inver Grove coming east. We have so many amenities in this town that are not being advertised properly. The Golf Course, the Vet Center, and even Rich Valley, because of all the users of those spots, it would be really nice to be able to point people into the right direction. He has noticed several people go into the store down by the High School and ask directions to locations that they were close to. He is on an identification kick. He hopes they can do better than the blue signs for the highways.

Vice Chair Freer asked what the Babcock Trail item was about?

Director Carlson said back in 2011 they did a trail gap study of the entire City. On Babcock Trail, north of Upper 55th and 494, there is an identified trail gap, so we did a Grant to do a trail study of where to put it to try to close the gap. There are a few businesses and houses in the area, so that is an area we are trying to work on. They did receive a Grant to hire an engineering firm to determine where that should be. Then they would partner with Dakota County on construction. They would help pay for trail construction along a County road as long as the City would lead the project. Once we get the plan done, and assuming we want to move to a construction phase, we would partner with Dakota County to do the actual construction from a financing perspective.

Vice Chair Freer asked how that would tie into the 52 Trail? Is there a sidewalk by the Fire Department there?

Director Carlson responded there is a trail on the north side of Upper 55th Street, if we could close that gap, you could come down on the east side of Babcock, and go east on the Upper 55th, cross Upper 55th and go onto the 52 Trail. He doesn't recall what side the trail is on by the fire station.

Vice Chair Freer didn't feel there was anything on either side of the street there. That is something to look at. It would be nice to have something along there.

Chair Eiden read somewhere that there are two interim periods here in these positions. And he wanted to add congratulations to Mr. Svoboda and Mr. Hawkins, but he didn't understand that there were two of them. These people have been long term employees for awhile and have been good ones. If there are two, he'd ask why?

Director Carlson responded City employees have to serve a 12 month probationary period when they become an employee and if they are promoted they still have to serve a 12 month probationary period. The employees are being promoted as internal candidates into an interim position for six months. This allows them, if it doesn't work out, an opportunity to leave that and go back to their old job. So we leave their old job open so that they are not without a job if the promotion didn't work out for some reason. In the Superintendent's case, he has to serve a 12 month probationary period. The first six months on interim status counts in the 12 month probationary period. Assuming it works out, after six months, he would be appointed into the probation and then be on probation for six months. In the case of the other employee, the Union contract dictates some of this. They only serve a six month probationary period, in case it doesn't work out. We are confident both will work out.

Director Carlson stated he had a chance to look at an aerial shot of the trail they were talking about and there is a trail or sidewalk on the north side of Upper 55th, between Highway 52 and Babcock. There is also a crosswalk at the interchange too.

10. <u>COMMISSION COMMENTS:</u>

Commissioner Farley stated he has monitored the progress at Inver Wood and felt congratulations is due as the staff there looks to be working very hard to put new things together. It will be well rewarding as the season goes on, it will be interesting to track the progress.

Vice Chair Freer had no comment.

Commissioner Bauer had no comment.

Commissioner Tix commented that if we would have gotten out of here earlier, she would have checked out the trailhead. Tomorrow night she will go out there and check it out with her dog.

Commissioner Krech asked if anything has come along with the dog park in the last month?

Vice Chair Freer said the citizen group is still meeting and had a presentation with a group in Cottage Grove. He felt things were at a little bit of a stand still.

Director Carlson said that group will meet again on Tuesday, April 26th at 6:30 at the Community Center. They have been pursuing a couple of different options for locations. They have also made contact with Flint Hills to see if some of their buffer land would be amenable for a potential location for a dog park. They are being patient and want something they really like versus just something.

Commissioner Sethre asked in regards to the subcommittees, to be moved from the South Valley Park Plan to the Northwest Area Park planning please.

Chair Eiden wanted to remind everyone that there are a lot of things going on in this City. It will only get busier as the summer goes on. We can certainly use your input, desires, expertise, and talents to help us examine some of the issues that we are looking at. It's easy to get a hold of anyone by checking the website. We invite your participation as these are your parks. Please drive around this City, versus others around us, and look at the unique and wonderful things we have to offer here. As spring comes about please come and join us.

Commissioner Sethre reminded everyone that various Commissions have openings. Go to the Inver Grove Heights Website, go to the search box, and put in Commissions, and you will get all the information about that as well as an application.

11. ADJOURN

Motion by Commissioner Farley, seconded by Vice Chair Freer to adjourn the meeting at 8:06 p.m.

Aye: 7
Nay: 0 Motion carried.

AGENDA ITEM 8A

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COMMISSION ACTION**

Consider Recommendation on North/South Valley Park Master Plan Process

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Meeting Date:	May 11, 2016
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
X	Other

PURPOSE/ACTION REQUESTED

The Commission is asked to support a recommendation to hire the St. Paul Riverfront Corporation in an amount not to exceed $20,000 to assist the City in the development of a North/South Valley Park Master Plan. Funding for the project would come from the Park Capital Replacement Fund (Fund 444) which has a balance of approximately $1,012,000.

SUMMARY

North and South Valley Parks represent approximately 150 acres of park open space in the center of Inver Grove Heights. The two parks are divided by 70th Street (County Rd. 26) but are connected through a tunnel underneath the roadway. Many of the amenities in the park are coming to the end of their useful life and now would be a great time to plan for what the future of the park will look like. Park assets include:

North Valley Park	**Year Installed**	**Anticipated Useful Life**	**End Of Useful Life**	**Estimated Replacement Investment**
Parking Lot	1995	20	2015	$125,000
Tennis Courts	1990	20	2010	$160,000
South Valley Park				
Parking Lot	1993	20	2013	$100,000
Picnic Shelter	1980	30	2010	$125,000
Recreation Building	1980	40	2020	$275,000
Playground Equipment	1990	15	2015	$100,000
Total				**$885,000**

In addition, North/South Valley Parks have approximately 8,000 lineal feet of paved, bituminous trail and an 18-hole Disc Golf Course, ball-fields, sliding hill, picnic tables, benches, etc.

We received a proposal from the St. Paul Riverfront Corporation to assist us in the development of a Master Plan for both North and South Valley Parks. The proposal includes:

- Project Kick-off meeting
- Regular work group meetings involving City staff and Commission Sub-Committee
- Public Open House to review existing inventory
- Public Work Shop with a talk, a walk, and a do gathering feedback from the public
- Public Open House to review draft master plan based on feedback gathered at the Work Shop
- Finalize the master plan

St. Paul Riverfront Corporation estimates their effort will involve 214 hours of staff time and they propose to perform the work in an amount not to exceed $20,000 plus reimbursable expenses.

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PARKS & RECREATION
Inver Grove Heights
NORTH VALLEY PARK
November 2007
Map produced by the City of Inver Grove Heights
Legend
Frisbee Golf
BENCHES
GRILLS
LIGHTPOLES
MEMORIALS
PICNIC TABLES
RESTROOMS
STONE PARK SIGN
WATER FOUNTAINS
BITUMINOUS TRAILS
FENCE
TUNNEL
BALL FIELDS
SOCCER
TENNIS
PARKING LOT
65TH ST E
BUCKLEY WAY E
CAHILL AVE E
FRISBEE GOLF
70TH ST E
SOUTH VALLEY PARK
THIS DRAWING IS NEITHER A LEGALLY RECORDED MAP NOR A SURVEY AND IS NOT INTENDED TO BE USED AS ONE. THIS DRAWING IS A COMPILATION OF RECORDS, INFORMATION AND DATA LOCATED IN VARIOUS CITY, COUNTY AND STATE OFFICES AND OTHER SOURCES AND IS TO BE USED FOR REFERENCE PURPOSES ONLY. THE CITY OF INVER GROVE HEIGHTS IS NOT RESPONSIBLE FOR ANY INACCURACIES HEREIN CONTAINED.

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PARKS & RECREATION
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NATURAL TRAILS
BITUMINOUS TRAILS
BALL FIELDS
BITUMINOUS AREAS
PARK BUILDING
PLAYGROUNDS
RINKS
SOCCER FIELDS
PARKING LOT
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SAINT PAUL RIVERFRONT CORPORATION

May 2, 2016

Eric Carlson, Park and Recreation Director
City of Inver Grove Heights
Parks & Recreation
8055 Barbara Ave
Inver Grove Heights, MN 55077

Re: North and South Valley Park Master Plan

Dear Eric:

We are pleased to submit this proposal to assist the City of Inver Grove Heights, Department of Parks and Recreation for technical assistance for the South Valley Park Master Plan. The proposal is organized as follows:

- Project Understanding and Need
- Work Plan and Schedule
- Design Team
- Related Experience
- Budget

Project Understanding and Need

The Saint Paul Riverfront Corporation champions visionary urban design as a dynamic driver of economic vitality and quality of life in the greater MSP metropolitan region. We value innovation, inclusiveness and cultural diversity, and are committed to creating more equitable, healthy and sustainable communities, economies and ecosystems. Our work in Saint Paul and Wayzata and related work in Rosemont and Morris is extensive and includes deep dives into park planning, regional trail systems and innovative stormwater management. We have gained insights into the complex nature of park planning and collaborative community design work through our work on the Snelling Commons, Little Mekong Plaza, Snelling Avenue and Green Line LRT. We have stewarded innovative stormwater management or green infrastructure through a stacked green infrastructure approach on the Central Corridor Framework Plan, Midway Stadium Center and Ford Development.

Based on our conversations, we propose to assist the City of Inver Grove Heights with the North and South Valley Park Master Plan to prioritize environmental

conservation, green infrastructure and nature play in the update of facilities. Key components are:

- Compile existing park facility and demographic documentation.
- Identify stakeholders and scope underserved populations.
- Conduct a site survey to inventory facilities.
- Convene and support a project workgroup of staff and community members.
- Assist in 2 Open Houses (Pre-workshop and post-workshop) and up-to three focus groups.
- Assist in 1 design workshop.
- Document outcomes and package a Master Plan.
- Assist staff at public meetings.

Work Plan and Schedule

The following work plan can take this from concept to completion by November of 2016. It is organized in three steps:

Part 1. Project Start-Up [2 month] May - June

The Saint Paul Riverfront Corporation Design Team (Team) will kick-off the project with a meeting with staff to confirm the process, goals and approach. At this meeting we will also begin to scope stakeholders with attention to underserved populations. With the identified department staff and community liaisons compiled the Team will assist in convening a project workgroup. The intent of the work group is broad representation of the community and government staff for guidance, review and input.

The Team will then compile existing park facility and demographic documentation and conduct a site survey to inventory facilities. The City will need to provide any planning reports and GIS (Geographic Information System) or CAD files available.

Part 2. Engagement [5 months] June - October

Staff and community engagement drives the creation of the master plan. Engagement will happen on three levels: regular working group meetings, two open houses and one workshop.

Working Group: The working group meets monthly to shape and attend the open houses and workshop. The working group will review, provide comment and be asked to accept and provide a recommendation of the final master plan to the Parks Commission.

Open House #1 (July): The City will organize and present the existing inventory and analysis and host community input stations. The City will provide the Design Team a summary of the input to inform the workshop focus themes.

Community Design Workshop (August) – The Design Team assists in the facilitation of a workshop that includes a talk, a walk and a do. The talk includes a summary from the Open House and engagement to date, presentations from staff and community on the changing dynamics that impact the parks and future potentials like integrative stormwater management. The walk gets people out in the space experiencing it for themselves and is followed by a conversation capturing immediate thoughts. The "do" is a collaborative conversation with staff and community in three small table groups around maps using communication tools focusing on vision themes and may include focus groups if needed. These conversations can then be followed with a group conversation about the table input.

Open House #2 (October): The workshop input is compiled and used to create a draft master plan. The City will organize and present the draft plan inan open house style meeting with community stations for input. The City will provide the Design Team a summary of the input for inclusion the final master plan.

Part 3. Documentation [1 month] November

The Design Team includes the comments from the Open House and Working Group and finalizes the Master Plan document. The Master Plan is presented to the Working Group for acceptance. The final plan is then presented to the Parks Commission. The Park Commission comments are included if needed and then presented to City Council for approval.

Design Team

SPRC has a team of design experts ready to assist in the North and South Park Master Plan.

Management and Support

- Tim Griffin, Project Director and Urban Designer
- Tracey Kinney, Project Manager, Urban Designer and Landscape Architecture
- Julie Beatty, Project Support, Landscape Architecture

Related Experience

The Saint Paul Riverfront Corporation Staff has extensive experience in park and framework planning in Saint Paul, Wayzata and related experience Rosemont and Isanti County including:

1. Better Bridges, Snelling Commons
2. Little Mekong Plaza Construction and Community Design Workshop
3. BCBS Snelling Pedestrian Demonstration Project Number 2
4. BCBS Dale Street Pedestrian Demonstration Project Number 1
5. Custom House River Balcony Workshop
6. Payne Avenue Community Design Workshop
7. East Metro Strong Green Line Opening Informational Kiosk Design
8. Wayzata Framework Plan
9. UMORE Master Plan, Rosemont
10. Isanti County Park System Update

Our staff also contributed to the development of the Central Corridor Development Strategy in 2007 and the ten subsequent station area plans. In our role as the Director of the Central Corridor Design Center, we are leading the City's design review process, which is now over 15 projects since 2008, starting with Frogtown Square, also published the Saint Paul Transit Oriented Development Guidebook for the Central Corridor in 2011.

Budget

Parts 1 through 3 can be prepared for a not-to-exceed fee of $20,000, expenses for materials broken are additional. Specifically:

		Hours	Cost
1. Project Start-Up		60	$5,700
2. Workshop		94	$8,600
3. Documentation		60	$5,700
	SUB-TOTAL	214 hours	$20,000
	TOTAL		**$20,000**

We appreciate the opportunity to assist Inver Grove Heights on this important project. Please do not hesitate to call if you have any questions about this proposal or need additional information.

Sincerely,

Timothy J. Griffin, AIA
Director of Urban Design

SAINT PAUL RIVERFRONT CORPORATION

A private non-profit with 20 years of experience using urban design to elevate community and economic development.

Project Manager
Tracey Kinney, AICP, ASLA
Assistant Director of Urban Design
Saint Paul Riverfront Corporation

Process

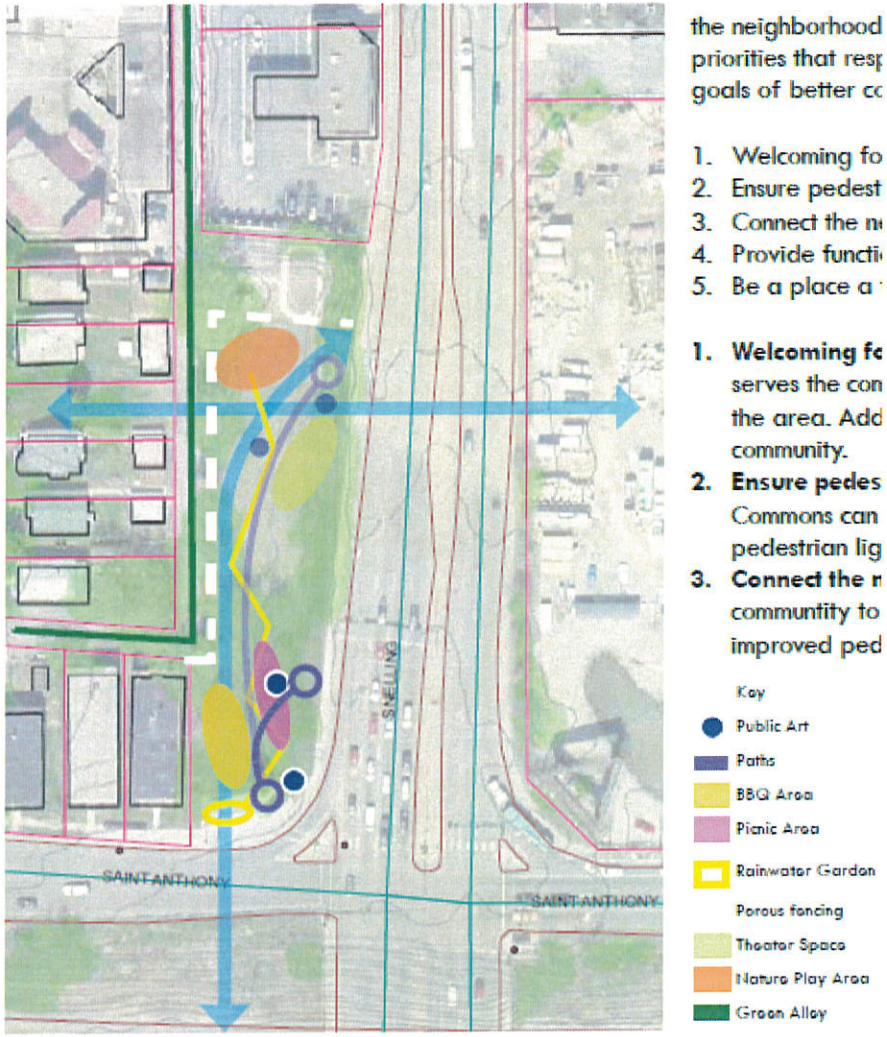
June
November
#1 Kick – Off
Open House #1
Workshop
Open House #2
Final Master Plan

Snelling Commons Master Plan

Natural playground precedent (image from naturalplaygrounds.com)

Public art precedent: Wabasha Street Retaining Wall by Seitu Jones

Natural theater space (image from weekendnotes.com



Snelling Commons Recommendation

the neighborhood
priorities that resp
goals of better cc

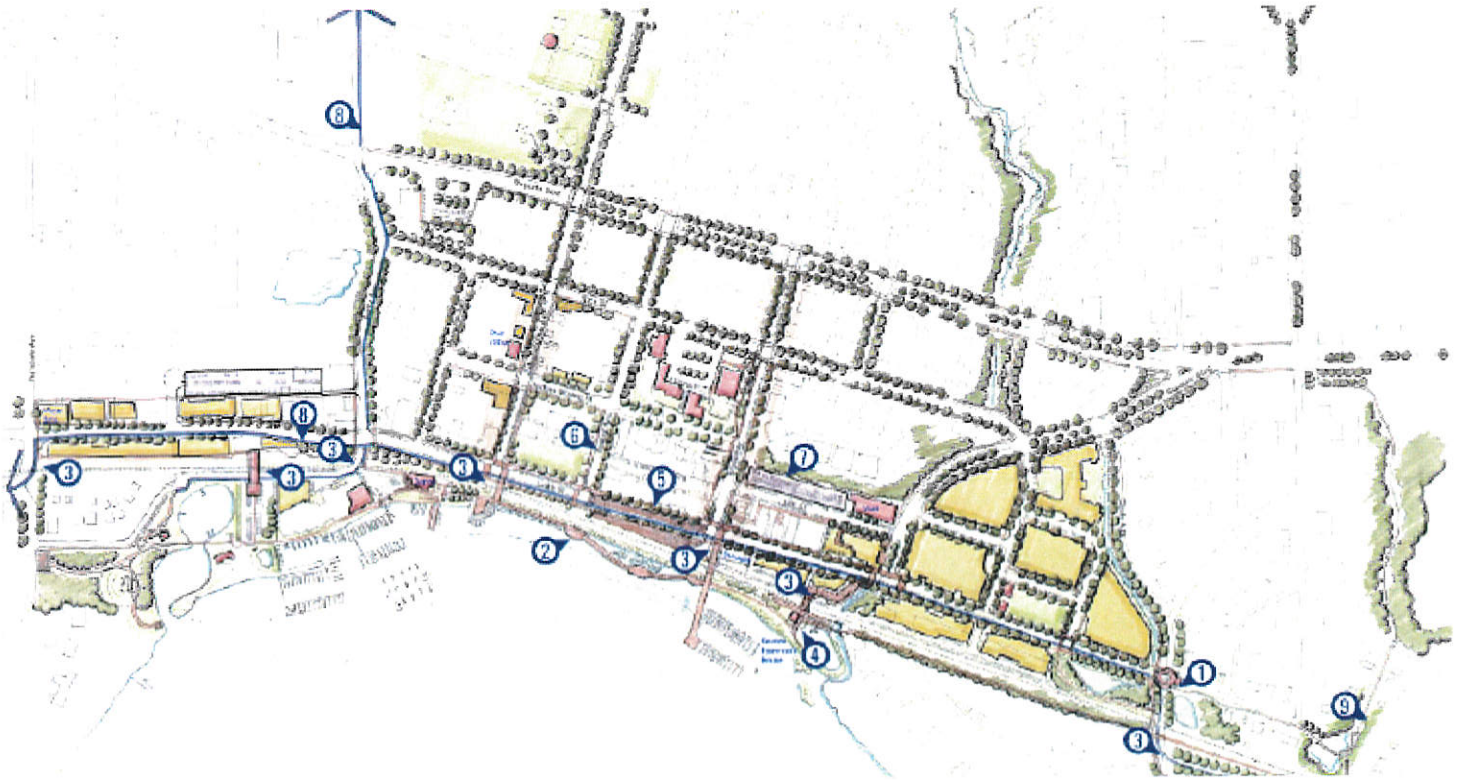
1. Welcoming fo
2. Ensure pedest
3. Connect the n
4. Provide functi
5. Be a place a

1. **Welcoming fc** serves the con the area. Add community.
2. **Ensure pedes** Commons can pedestrian lig
3. **Connect the n** communtity to improved ped

Key
- Public Art
- Paths
- BBQ Area
- Picnic Area
- Rainwater Gardon
- Porous fencing
- Theater Space
- Nature Play Area
- Green Alley

A master plan vision for the green space at the northwest corner of the Snelling Avenue bridge over I-94 to support walking, biking, rolling and art to better connect communities to the Green Line.

Wayzata Lake Effect

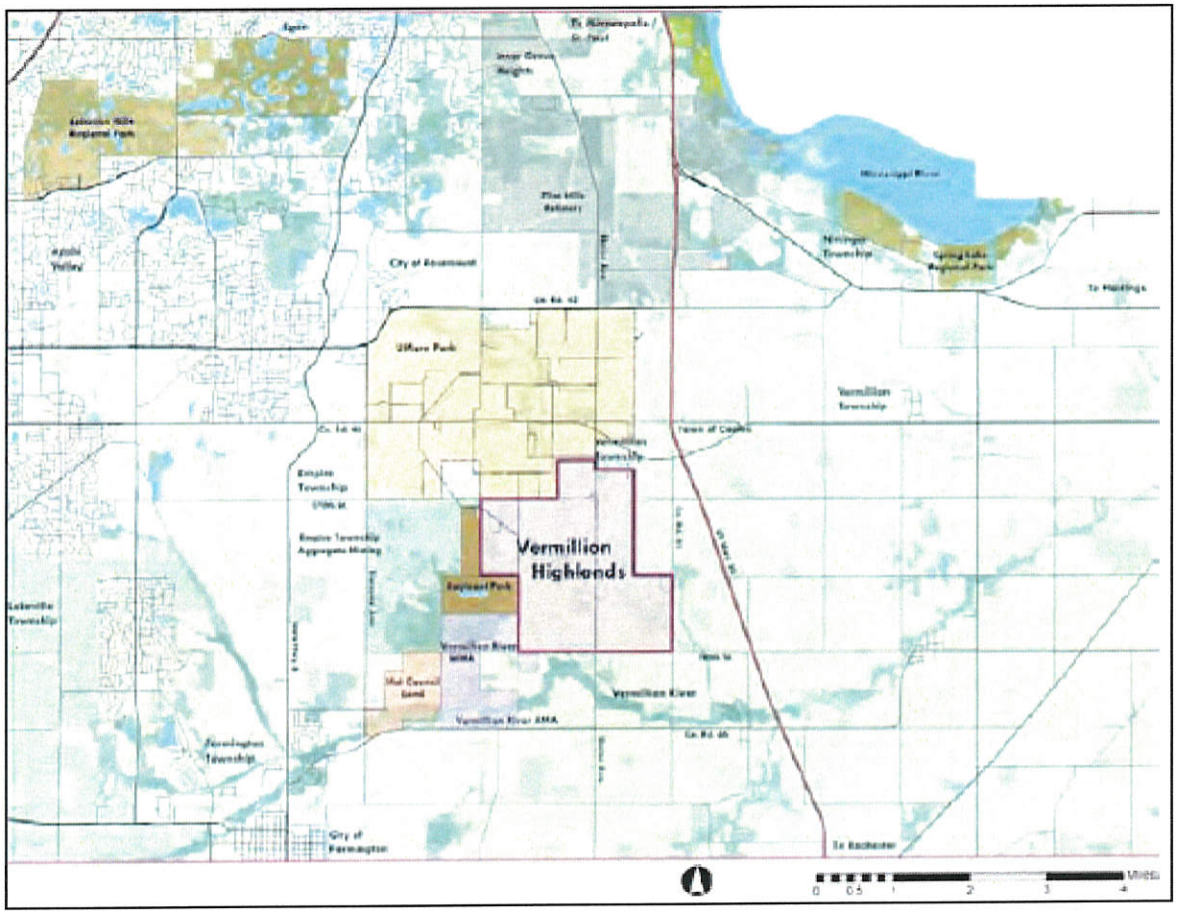


A 10-Year Lakefront Plan for the City of Wayzata with an actionable framework of strategic initiatives, funding sources and implementation strategies.

Vermillion Highlands

The concept master plan is intended to reflect the unified sustainability goals of University of Minnesota and the Minnesota Department of Natural Resources (MN DNR), in conjunction with Dakota County, for the 2,840-acre parcel adjacent to the University of Minnesota Outreach, Research and Education (UMore) Park.

Tracey Kinney's experience from the Center for Rural Design at the University of Minnesota



Morris School Site Master Plan

A community-based design concept plan for potential reuse of the historic 17.7 acre old elementary school site and building in Morris.

Tracey Kinney's experience from the Center for Rural Design at the University o Minnesota

Diagram 4.15 Vision and Reuse Plan

AGENDA ITEM 8B

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COMMISSION ACTION**

Consider Recommendation on VMCC/Grove Use Agreement with ISD 199

Meeting Date:	May 11, 2016
Item Type:	Regular Agenda
Contact:	Eric Carlson – 651.450.2587
Prepared by:	Eric Carlson
Reviewed by:	

Fiscal/FTE Impact:

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

PURPOSE/ACTION REQUESTED

The Commission is asked to comment on the draft Facility Use Agreement for the VMCC/Grove between the City of Inver Grove Heights (City) and Independent School District 199 (District).

SUMMARY

The Veterans Memorial Community Center (VMCC) opened in 1996 and the City and District had a 20-year lease in place that provided certain access rights to the District in exchange for some financial payments to the City. Under this lease, all payments have been used to help support the operational expenses of the facility. The lease for the VMCC expired in 2015 and the City and District signed a 2-year extension which expires at the end of 2016.

The Grove Aquatic and Fitness Center (Grove) opened in 2001 and the City and District have a 20-year lease that provides certain access rights to the District in exchange for some financial payments to the City. Under this lease, all payments must be used to retire the debt which was TIF-bond financed. Based on some refinancing activity accomplished by the City the TIF bonds associated with the Grove will be retired at the end of 2016. The current lease expires in 2021.

Due to the fact that the VMCC lease has expired and the TIF Bonds will be paid off at the end of the year for the Grove, staff from the District and City have been meeting to develop a new Use Agreement that will cover the entire VMCC/Grove. The attached Use Agreement has been reviewed by staff and legal counsel. Highlights of the Use Agreement include:

- Use Agreement replaces two separate documents and creates one single document
- Provides priority scheduling to District after City programs have been scheduled
- Clearly defines which portions of the facility District is provided access too
- Provides for a 10-year agreement
- Provides for all payments by the District to be used for operational expenses
- Provides for a flat usage payment which allows for access to portions of the facility without further charge
- Provides for an hourly rate for portions of the facility based on actual usage

The Commission is asked to provide any necessary comments. It is our understanding the ISD 199 Finance Committee has reviewed and is comfortable with the document. The entire School Board is scheduled to review the document on May 9th.

Veterans Memorial Community Center
Grove Aquatic & Fitness Center
National Guard Armory

Use Agreement with
Independent School District 199

Park & Recreation Commission
May 11, 2016

Veteran Memorial Community Center

- Building opened in 1996
- 20 year lease agreement with District
- Expired in 2013
- Addendum expires in 2016
- Revenue received goes to VMCC/Grove Operating Budget
  - Annual payment
  - Hourly for ice based on market
- Includes use of the National Guard Armory

Grove Aquatic & Fitness Center

- Building opened in 2001
- 20 year lease agreement with District
- Expires in 2021
- Revenue received goes to retire TIF Bonds
- Bonds retired at end of 2016

Use Agreement

- 10 year agreement
- Combines ISD 199 use of both VMCC and the Grove
- All revenue used to support VMCC/Grove Operating Budget
  - Annual payment
  - Hourly charge for ice, pool and gymnasium
- Same/similar terms as current Lease Agreement(s)

Questions

DRAFT USE AGREEMENT

VETERANS MEMORIAL COMMUNITY CENTER

GROVE AQUATIC & FITNESS CENTER

NATIONAL GUARD ARMORY

VETERANS MEMORIAL COMMUNITY CENTER
GROVE AQUATIC & FITNESS CENTER
NATIONAL GUARD ARMORY
USE AGREEMENT

BETWEEN

CITY OF INVER GROVE HEIGHTS

AND

INDEPENDENT SCHOOL DISTRICT NO 199

May 2016

This Use Agreement is made and entered into this _____day of _____ 2016 by and between the City of Inver Grove Heights, a Minnesota municipal corporation, hereinafter referred to as (City), and Independent School District No 199, a Minnesota public school corporation hereinafter referred to as (District).

RECITALS

The parties recite and declare:

1. City is the sole owner of the Inver Grove Heights Veterans Memorial Community Center, and the Grove Aquatic & Fitness Center in Inver Grove Heights Minnesota hereinafter individually and collectively referred to as the Facility.

2. City has entered into an agreement with the State of Minnesota Department of Military Affairs regarding use of the National Guard Armory in Inver Grove Heights Minnesota hereinafter referred to as the National Guard Armory.

3. City desires to allow the District use of the Facility and National Guard Armory for educational and recreational purposes.

4. District desires to use from time to time portions of the Facility and National Guard Armory for the purposes of conducting components of its Curricular Program, Co-Curricular Program, Community Education Program and its Extra Curricular Activities Program.

5. City desires to allow the District use of the Facility and the National Guard Armory.

6. The Facility includes access of administrative space, storage, locker room(s), East Rink, West Rink, meeting room(s), lap pool, diving pool and splash pool and subject to hourly usage charges per Exhibit A.

7. The Facility <u>does not</u> include the fitness center, track, fitness studio(s), Grove Room 1 and 2, and Childcare.

8. The National Guard Armory includes usage of the gymnasium and meeting room(s) and subject to hourly usage charges per Exhibit A.

9. Use of the above-mentioned Facility and National Guard Armory includes use of common space including but not limited to restrooms, spectator seating area(s), parking spaces, and hallways generally open to the public.

10. The parties desire to enter into this Use Agreement, which defines their rights, duties, and liabilities related to the Facility and National Guard Armory.

11. Priority order for reserving the VMCC/Grove is:
    a. City programs
    b. ISD 199 School Programs
    c. Others

12. Priority order for reserving the National Guard Armory is:
    a. National Guard programs
    b. City programs
    c. ISD 199 School programs
    d. Others

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In consideration of the mutual covenants contained in this Use Agreement, and other good and sufficient consideration, the parties agree as follows:

SECTION ONE
SUBJECT AND PURPOSE

1. **Subject** For the purposes stated City herby grants the District the right and privilege to use the Facility and National Guard Armory on the terms and conditions set forth in this Use Agreement.

2. **Purpose** Subject to payment of the use amounts set forth in Sections 2 and 3 and in Exhibit A, City grants the District exclusive use of the following rights found in Exhibit A.

   2.1. After determination of and selection by City of the space and times needed by City for its programs, the District shall have the right of first refusal to use time in the Facility for District's programs in accord with the conditions stated on Exhibit A for the types of space and usage periods.

3. **Conditions** The District's use of the space in the Facility and National Guard Armory as described will be subject to all of the conditions contained in this Use Agreement that specify the times and dates of actual use, subject to the operating rules and regulations promulgated by City from time to time.

4. **Special Access With/Without Charge** See Exhibit A.

SECTION TWO
TERMS AND USAGE PAYMENT

1. City grants the rights described in Section One for a term of ten (10) years, commencing January 1, 2017 and terminating on December 31, 2026 or sooner as provided in this Use Agreement. The annual fee for each calendar year for such use is described below and begins in 2017 payable in two (2) equal installments commencing on June 1, 2017 and December 31, 2017 and thereafter continuing on each June 1 and December 31 until June 1, 2026 and December 31, 2026, plus the hourly use charges of using specific times as provided during the term of this Use Agreement.

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2. The annual usage rate shall be as follows:

   - 2017 $250,000
   - 2018 $250,000
   - 2019 $250,000
   - 2020 $262,500
   - 2021 $275,000

The usage rate for years 2022 – 2026 will be determined by mutual agreement of both parties and set in 2019. The Use Agreement will terminate if both parties cannot agree to usage rates for years 2022 – 2026.

3. The District will receive a credit of $50,000 in 2017. This credit recognizes payments made in 2016.

4. All payments shall be made to City at Inver Grove Heights City Hall, 8150 Barbara Ave., N., Inver Grove Heights, MN 55077.

5. The City and the District acknowledge and agree:

   5.1. That they expect that the payments from the District to the City pursuant to Sections Two and Three will not exceed the prorated share of the City's operations and maintenance costs for the District's portion of the total use of the Facility and National Guard Armory.

   5.2. That the City will allocate the payments hereunder to the City's cost of operating and maintain the Facility and National Guard Armory.

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SECTION THREE
ADDITIONAL HOURLY USAGE FEE(S)

1. As stated on Exhibit A, use by the District of certain components of the Facility and National Guard Armory require payment by the District of hourly use rates that are additional to the annual payments required under Section Two. As stated on Exhibit A, the hourly use rates apply to the ice rinks, the pool areas, the gymnasium and certain meeting rooms. On or before December 1st of each year, the City shall set the hourly rates that it will charge the District for the identified components of the Facility and National Guard Armory usage and cause this determination to be communicated to the District for the following school year (i.e. December 1, 2015 for the 2016-17 school year). The City will establish these rates after receipt of recommendation and consultation with the CCAC or successor. Any recommendation of the CCAC or successor shall be by majority vote of all members of the CCAC or successor.

2. If the City's rates are no more than 5% above "market rates" as the term "market rates" is defined in Exhibit B which is incorporated herein by reference as if fully set forth, then the District will enter into the Use Agreement for usage for the following season.

3. If the rates set by the City are more than 5% above the "market rates" as defined in Exhibit B, then the District has the option of accepting or rejecting an agreement for Facility or National Guard Armory usage for the following season. If the District rejects the proposed agreement, then the parties are free to enter into Use Agreements with any other party as they may each respectively deem appropriate each at their sole discretion for use of the Facility/National Guard Armory for that season. In such a situation, rejection by the District of the hourly usage rates does not eliminate, postpone or suspend the obligation of the District under Section Two to pay the annual usage amounts required by Section Two. .

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SECTION FOUR
RIGHT OF FIRST REFUSAL TO PURCHASE

1. In the event City shall receive a bona fide offer to purchase the Facility during the term of this Use Agreement, and the offer of purchase shall be satisfactory to City, City shall give the District the privilege of purchasing the Facility at the price and on the terms of the offer so made. The privilege shall be given by a notice sent to District by registered mail at the address of the School District Administrative Offices requiring the District to accept the offer in writing and to sign a suitable contract to purchase the Facility within the period of ninety (90) days after the mailing of the notice.

2. Failure of the District to accept the offer to purchase by signing a contract within the period provided or upon notification in writing prior to that period ending shall nullify and void the privilege to the District, and City shall be free to sell the Facility to any other person, firm, or corporation. Any subsequent sale of the Community Center, except to the District, shall be subject to this Use Agreement and any renewals or extensions of the Use Agreement; provided, however, in such a situation there shall no longer be any right of first refusal in favor of the District. The right of first refusal ceases once the City has sold the Facility; the buyer of the Facility is not subject to any right of first refusal in favor of the District.

3. In the event that the District chooses to exercise its right of first refusal to purchase in accord with the terms of the bona fide offer to the City, then the annual usage payment required under Section Two for the calendar year for the year of sale shall be prorated to the date of sale and the District shall pay the City any outstanding balance of such prorated amount. If the City has already received payment in that calendar year for any time period after the sale date the District shall be given a credit against the purchase price in an amount equal to the portion of the paid annual payment attributable to the time after the date of sale.

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SECTION FIVE
DESTRUCTION OR CESSATION

1. In the event that the Facility is ever completely destroyed or permanently abandoned during the term of this Use Agreement, or if the City ceases operating all of the Facility during the term of the Use Agreement, then the District shall be entitled to a prorated credit for annual usage payments made under Section Two if paid. If a portion of the Facility is destroyed or not operated the two parties will determine a reasonable credit based on the portion of the building and or timeframe impacted as a prorated credit.

SECTION SIX
NONAPPROPRIATIONS PROVISION

1. In the event the District by July 1 of each calendar year does not appropriate money sufficient to continue performance by the District of the annual usage payments as evidenced by the passage of a resolution by the District, as permitted by law, then this Use Agreement shall be terminated as of December 31st of that calendar year; provided, however, the District shall pay to City any Section Two usage monies which are due June 1 of that calendar year and, in such a situation, the District is not obligated to pay the portion of the annual usage fee that would otherwise be payable on December 31 of that calendar year. The District shall give notice of non-appropriation not less than sixty (60) days after adopting the resolution terminating the levy, which provides the revenue to make the Section Two annual usage payments.

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SECTION SEVEN
COMMUNITY CENTER ADVISORY COMMITTEE (CCAC)

1. The CCAC shall have three City members and two District members. The CCAC or its successor is hereby created for the following purposes:

   1.1. To make recommendations to the City regarding the operation and maintenance of the Facility and National Guard Armory.

   1.2. To make recommendations to City regarding "market rates" for usage of the Facility and National Guard Armory.

   1.3. To decide on any conflicts or issues which may arise.

   1.4. The City's three (3) members on the CCAC or its successor shall be the City Administrator, Director of Parks & Recreation and the Finance Director. Such members may be removed with or without cause by the City Council of City.

   1.5. The District's two (2) members on the CCAC or its successor shall be the Superintendent or his/her designee and the Activities Athletic Director. Such members may be removed with or without cause by the School Board.

   1.6. All actions and recommendations of the CCAC shall be by a majority vote of all members.

   1.7. The CCAC shall meet whenever a member calls a meeting but not less than quarterly (January – March; April – June; July – September; October – December).

   1.8. All actions and recommendations of the CCAC shall be reported to both City and District.

   1.9. The City retains the sole discretionary authority to accept or reject in whole or in part the recommendations of the CCAC regarding the rates for use of the Facility and National Guard Armory.

   1.10. The City retains the sole discretionary authority to accept or reject in whole or in part the recommendations of the CCAC regarding maintenance and capital projects at the Facility or National Guard Armory.

   1.11. The City shall provide to the CCAC and to District all of the financial data and information and records regarding the Facility and National Guard Armory on a reasonable basis and consistent with the spirit of collaboration and cooperation.

SECTION EIGHT
GENERAL PROVISIONS

1. **Amendments** This Use Agreement contains all of the agreements of the parties with respect to the subject matter and cannot be amended or modified except by written mutual agreement.

2. **Severability** The invalidity, illegality, or unenforceability of any provision of this Use Agreement shall not render the other provisions invalid, illegal, or unenforceable.

3. **Captions** The headings of the sections of this Use Agreement are descriptive and for convenience only, and are not a part of the Use Agreement, and shall have no effect on the construction or interpretation of this Use Agreement.

4. **Applicable Law** This Use Agreement shall be construed and interpreted in accordance with the laws of the State of Minnesota.

5. **Counterparts** This Use Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

6. **Quiet Enjoyment** City agrees to permit the District, upon faithful performance of the terms and covenants of this Use Agreement, to peaceable and quietly have, hold, and enjoy use of the Facility and National Guard Armory for the purpose and for the term stated above.

7. **Furnishing of Services** City shall furnish all public utilities that are necessary and customary in the operation of the Facility and National Guard Armory.

8. **Intoxicating Liquors** During those times when the District is using the Facility, City will not cause or allow beer, wine, or liquors of any kind to be sold, given away, or used in the Facility. This does not include the National Guard Armory.

9. **Control of Building** The Facility and National Guard Armory and the keys thereof, shall be at all times under the charge and control of the City of Inver Grove Heights with the exception of the appropriate high school locker rooms. If the District asks for the locks to be changed for the District space the District agrees to pay for the costs to do so.

10. **Entire Agreement** This Use Agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of the Use Agreement shall not be binding upon either party except to the extent incorporated in this Use Agreement.

11. **Rules** City reserves the rights to establish operating rules and regulations regarding the use of an access to the Facility and National Guard Armory. The District agrees to comply with such operating rules and regulations. The District shall use its best efforts to enforce such rules and regulations with respect to its students, faculty, coaches, invitees, players, and those persons the District has authorized to use the facilities.

12. **Assumption of Risk** The District acknowledges that use of the Facility and National Guard Armory as well as other areas carries a risk of personal injury. The District assumes all risk with respect to the use including risks related to the condition and maintenance of the building.

13. **Insurance** The District shall procure and file with the City and the District shall maintain a policy of general liability insurance to cover use of the Facility and National Guard Armory and the City shall be named as an additional insured under the policy. The minimum policy limits shall be $500,000 per claim and $1,500,000 for a number of claims arising out of a single occurrence or such other higher amounts equal to the statutory liability limits as set by Minnesota State Statute Chapter 466 as amended from time to time.

14. **Limitations on Damages** If the Facility or National Guard Armory are not useable due to repairs, remodeling or retrofitting or because of unexpected circumstances such as strikes, acts of God, electrical malfunctions, fire, refrigeration malfunctions, mechanical failures or other casualties, then the District agrees that damages are limited to a refund of the per hour usage amount actually paid by the District for the specific times the facilities are not useable. In such case, the City will refund the per hour usage amount actually paid by the District for the specific times and facilities are not useable.

15. **Binding Effect** This Use Agreement shall be binding upon the parties and their successors and assigns. The District shall not assign, sublet or transfer this Use Agreement or the areas used hereunder without the written consent of City.

16. **Supervision** During the usage times, the District shall supervise, control and monitor activities at the Facility and National Guard Armory. The District shall supervise monitor and control its students, players, invitees and authorized users while they are present in the Facility and National Guard Armory. The District agrees that no one shall be present in a pool, gymnasium or ice surface until an adult from the District is present and prepared to supervise. Absolutely no players or pucks shall be on the ice while the resurfacing doors are open.

    16.1. The District agrees to provide the level of supervision it deems necessary when using the pool(s) for the safety of those participating in its activities. Should the district determine to have a certified lifeguard monitor each pool from the pool deck during all times the pools are in use, the expense of certified lifeguards are that of the District.

16.2. The District agrees to have at least one adult supervisor (not involved in the game/meet/event) from the District attend all games/meets/events scheduled in the Facility/National Guard Armory. The expense of the supervisor is that of the District.

16.3. The District agrees to provide the level of EMT/First Aid personnel it deems necessary at games/meets/events scheduled in the Facility/National Guard Armory. The expense of the EMT/First Aid is that of the District. District staff should be properly trained and have the proper equipment and supplies provided by the district to respond to minor injuries that may happen from time to time.

17. **Disclaimer** City is not responsible for any personal property of the District or its students, faculty, coaches, players, participants, invitees and authorized users. City disclaims any responsibility for damages caused by the theft or vandalism of such personal property.

18. **Damages** If the District or its students, faculty or coaches damage the Facility or National Guard Armory, the District is responsible for repairing such damage or paying City to repair such damage. Should the damage be beyond that which can be repaired, District agrees to replace damaged item notwithstanding normal wear and tear.

19. **Tournaments** If the District's teams are in state tournament and need practice times or game times that have not been previously scheduled by District; the City shall use its best efforts to make usage times available for such practices or games.

20. **National Guard Use** The District understands and acknowledges that use of the National Guard Armory is by way of City subletting the rights that City has received from the National Guard Armory. District agrees to comply with all rules, regulations and restrictions imposed by the National Guard regarding use of the National Guard Armory. Notwithstanding anything to the contrary contained in the Use Agreement, the District agrees that the National Guard has the first right and priority to use the National Guard Armory.

21. **Swim Pool Timing/Sound System** The District agrees to share in the cost of upkeep, maintenance, repair, replacement of timing/sound system.

22. **Lap Pool Lane Line** City shall provide one set of lap pool lane lines in good working condition. District shall be responsible for any additional lap pool lane lines desired.

23. **Lap Pool Starting Blocks** The District agrees to share in the cost of upkeep, maintenance, repair, replacement of lap pool starting blocks.

24. **Scheduling Notification** Because of the nature of the Facility and National Guard Armory being public facilities, the District and City will work together in a timely fashion to plan for the use of the Facility so other groups that desire to use the Facility can do so. All reasonable efforts will be made to finalize usage of the ice/turf 3-months in advance and 6-months in advance for the pools. This is due to the City's need to advertise and market the Facility through the City's website, brochure, and other forms of public communication. There may be circumstances out of either parties control that may cause last minute changes to be made, each party pledges to work cooperatively to resolve issues in the best interest of the entire Community.

25. **Mailing Address** The following addresses shall be used when mailing noticed to either party:

If to City:
City of Inver Grove Heights
Attn: City Administrator
8150 Barbara Ave
Inver Grove Heights MN 55077

If to School District:
Independent School District No 199
Attention: School Superintendent
2990 – 80th St E
Inver Grove Heights MN 55076-3235

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SECTION NINE
TERMINATION

This Use Agreement shall terminate upon the occurrence of any of the following events, whichever occurs first:

1. December 31, 2026.
2. Pursuant to Section Six after failure of the District to appropriate the annual Use amount specified in Section Two.
3. Complete destruction or permanent abandonment of the Facility or National Guard Armory.
4. Notice of termination given by the City to the District after the occurrence of all of the following:

   4.1. Breach by the District of any material term or condition of this Use Agreement;

   4.2. Notice by the City to the District of the breach by the District;

   4.3. A reasonable period of time given by the City to the District to cure the breach;

   4.4. Failure by the District to cure the breach after expiration of the reasonable cure period.
5. Failure of the parties to determine the annual usage rates for the years 2022 through 2026 pursuant to Section Two, paragraph 2.

SECTION TEN
OTHER REVENUE

1. **Food, Beverage, Concession, Merchandise Revenue** The City reserves the exclusive rights to operate or sublet any and all food and beverage and other concessions at the Facility or National Guard Armory and City shall solely retain the revenue from such operations. No merchandise shall be sold at the Facility or National Guard Armory without the City's written consent and proof of proper insurance and licensing from the State of Minnesota.
2. **Parking** The District shall not charge for parking at the Facility or National Guard Armory without the express written consent of City. During the times that the District is using the Facility or National Guard Armory, City shall not charge for parking without the express written consent of District; provided, however, City reserves the right to charge for parking at other times.

SECTION ELEVEN
SIGNATURE PAGE

IN WITNESS WHEREOF, each party to this Use Agreement has caused it to be signed on the date indicated below.

CITY OF INVER GROVE HEIGHTS
MINNESOTA

By: _____
George Tourville
Its Mayor

By: _____
Its City Clerk

Date

INDEPENDENT SCHOOL DISTRICT NO 199
INVER GROVE HEIGHTS MINNESOTA

By: _____
Cindy Nordstrom
Its Chair

By: _____
Its Superintendent

Date

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EXHIBIT A

DISTRICT RIGHTS

District may use/access portions for the Facility and National Guard Armory as listed:

Activity	Dates and Times	Areas Accessed	Usage Rate	Special Conditions
Boys Hockey	From late October to early March Monday- Friday	West Rink and East Rink	Full market hourly determined by the CCAC	Practice time to begin at 3:00pm Games to be scheduled as needed
Girls Hockey	From mid October to late February Monday – Friday	West Rink and East Rink	Full market hourly determined by the CCAC	Practice time to begin at 3:00pm Games to be scheduled as needed
Boys Swim Team	From late November to early March Monday – Friday	Lap pool	50% of market hourly determined by the CCAC	Practice time to begin at 3:00pm Meets to be scheduled as needed
Boys Swim Team	From late November to early March Monday – Friday	Diving well	50% of market hourly determined by the CCAC	Practice time to begin at 3:00pm Meets to be scheduled as needed
Girls Swim Team	From mid August to mid November Monday – Friday	Lap pool	50% of market hourly determined by the CCAC	Practice time to begin at 3:00pm Meets to be scheduled as needed
Girls Swim Team	From mid August to mid November Monday – Friday	Diving well	50% of market hourly determined by the CCAC	Practice time to begin at 3:00pm Meets to be scheduled as needed
Boys Golf Team	From early March to early June Monday - Friday	West Rink (Turf)	Included in annual use	Practice time to begin at 3:00pm end by 5:00pm
Girls Golf Team	From early March to early June Monday - Friday	West Rink (Turf)	Included in annual use	Practice time to begin at 3:00pm end by 5:00pm
Boys LaCrosse Team	From early March to early June Monday - Friday	West Rink (Turf)	Included in annual use	Practice time to begin at 3:00pm end by 5:00pm
Girls LaCrosse Team	From early March to early June Monday - Friday	West Rink (Turf)	Included in annual use	Practice time to begin at 3:00pm end by 5:00pm
Boys Baseball	From early March to early June Monday - Friday	West Rink (Turf)	Included in annual use	Practice time to begin at 3:00pm end by 5:00pm
Girls Softball	From early March to early June Monday - Friday	West Rink (Turf)	Included in annual use	Practice time to begin at 3:00pm end by 5:00pm
Boys Tennis	From early March to early June Monday - Friday	West Rink (Turf)	Included in annual use	Practice time to begin at 3:00pm end by 5:00pm
Girls Tennis	From mid August to end of October Monday - Friday	West Rink (Turf)	Included in annual use	Practice time to begin at 3:00pm end by 5:00pm
Boys Track Team	From early March to early June Monday - Friday	West Rink (Turf)	Included in annual use	Practice time to begin at 3:00pm end by 5:00pm
Girls Track	From early March to early June Monday - Friday	West Rink (Turf)	Included in annual use	Practice time to begin at 3:00pm end by 5:00pm
Boys Basketball	From November to early March Monday - Friday	Gymnasium	Hourly determined by the CCAC	Practice time to begin at 3:00pm
Girls Basketball	From November to early March Monday - Friday	Gymnasium	Hourly determined by the CCAC	Practice time to begin at 3:00pm
Girls Volleyball	From mid August to late October Monday - Friday	Gymnasium	Hourly determined by the CCAC	Practice time to begin at 3:00pm
Elementary Swim Meets	From September to June Monday - Friday	Lap Pool, Dive Pool	Included in annual use (must pay for direct cost of lifeguards)	Available up to three (3) days annually
Community Education	Year Round	Senior Center Coordinator Office	Included in annual use	
Community Education	Year Round	Senior Center Storage Area (next to office)	Included in annual use	
HS Swim Team(s)	Year Round	Swim Pool Office Area	Included in annual use	
HS Swim Team(s)	Year Round	Swim Pool Storage (behind diving boards)	Included in annual use	Share with the VMCC/Grove

Activity	Dates and Times	Areas Accessed	Usage Rate	Special Conditions
Boys Hockey Team	Year Round	Boys Hockey Locker Room	Included in annual use	School District responsible for all internal improvements with prior approval of the City. City may utilize by providing prior notice and is responsible for any damage during City authorized use.
Girls Hockey Team	Year Round	Girls Hockey Locker Room	Included in annual use	School District responsible for all internal improvements with prior approval of the City. . City may utilize by providing prior notice and is responsible for any damage during City authorized use.
Boys Swim Team	From late November to early March	High School Swim Locker Room	Included in annual use	School District responsible for all internal improvements with prior approval of the City. . City may utilize by providing prior notice and is responsible for any damage during City authorized use.
Girls Swim Team	From mid August to mid November	High School Swim Locker Room	Included in annual use	School District responsible for all internal improvements with Prior approval of the City. . City may utilize by providing prior notice and is responsible for any damage during City authorized use.
Physical Education Classes	During the school year (ice skating)	East Rink, West Rink	Included in annual use	During the regular school day without interference to public skating
Physical Education Classes	During the school year	Lap Pool, Dive Pool, Gymnasium, Meeting Room(s)	Full market hourly determined by the CCAC	During the regular school day without interference to other uses. The district may be mandated by legislation to provide swim lesson to students at some point in the future
Community Education	Year Round	East Rink, West Rink, Lap Pool, Dive Pool, Splash Pool, Gymnasium, Meeting Room(s)	Full market hourly determined by the CCAC	Subject to availability
Graduation Exercises	End of School Year	East Rink, West Rink, Gymnasium, Meeting Room(s)	Included in annual use	Subject to ice schedule
Senior Citizen Program(s)	Weekdays 7:00am – 4:00pm	Community Room 1, 2, or 3; National Guard Armory A, B, or C	Included in annual use	Additional use of Facility/National Guard charged at established rates
High School Booster Club Meetings	Weekdays 5:00pm – 10:00pm	Community Room 1, 2, or 3; National Guard Armory A, B, or C	Included in annual use	30 hours per booster club capped at 200 hours annually
Elementary School Swim Night(s) (PTO)	From September to June Monday - Friday	Splash Pool, Lap Pool, Dive Pool	Included in annual use (must pay for direct cost of lifeguards)	Available up to eight (8) dates annually

EXHIBIT B

MARKET RATES

The term "market rates" shall be defined according to the following process:

1. The CCAC shall survey communities with similar facilities for the different components of the Facility and National Guard Armory (gym, pool, meeting rooms, ice, etc.) and in accord with the fee schedules used by these various communities.
2. The survey data shall then be compiled in a chart showing all of the different ranges of cost.
3. If there are any variables in the data which need to be reconciled, the CCAC shall do so in good faith.
4. The rates within various categories of time usage, e.g. prime time and off time shall then be arithmetically averaged.
5. This arithmetic average with each category rounded upward to the nearest dollar shall be defined as the "market rate"

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EXHIBIT C

DISTRICT'S LIST OF ADDITIONAL RIGHTS WITHIN THE FACILITY OR NATIONAL GUARD ARMORY

1. Store athletic equipment in available storage areas assigned by City.
2. City is not responsible for lost or stolen items.
3. District may enforce all School District rules of student conduct and the rules of the Minnesota State High School League during the times District is using the Facility or National Guard Armory.
4. Hang banners and other symbols of school spirit in the building at locations specified by City.
5. Use sound system(s) and scoreboard system(s) provided.
6. Use available tables and chairs.
7. Use available AV equipment.

The parties understand that over the course of the ten (10) year Use term, the District may wish to change the types of activities stated from time to time. District shall have the right to substitute other programs for those activities stated provided all of the following conditions are met:

1. Such programs are scheduled for the same time periods as the programs that are being discontinued.
2. Such programs are part of District's Curricular Program or its Extra Curricular Activities Program or its Community Education Program; and
3. The substitution is approved by the CCAC.

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EXHIBIT D

RULES AND REGULATIONS

Rules and regulations may be amended time to time by the City Council

Veterans Memorial Community Center Code of Conduct
The following policies have been adopted by the City of Inver Grove Heights in order to ensure a safe positive and healthy environment. Additional policies may be added as circumstances warrant.

Purpose: The health, safety and well-being of every member and guest ("patron") utilizing the Veterans Memorial Community Center is the City's primary objective. Respect for the staff, patrons, other members and the building is paramount. Staff will not discriminate against visitors to the Community Center.

Code of Conduct: The Center shall enforce adopted rules regarding negative patron conduct while on site, including, but not limited to the following: tobacco use, profanity, rowdy or disruptive behavior, conduct that is of an inappropriate, threatening or offensive nature, fighting, mischief, sexual harassment, harassment or intimidation by words, gestures, body language, or any menacing behavior, any demonstration of sexual activity or sexual contact with another person, theft or behavior that results in the destruction of property and *alcohol/drug/or other substance use or possession. Community Center staff shall be the sole judge of what constitutes inappropriate conduct and behavior covered by this policy. The Community Center is a family based facility and all patrons will be expected to conduct themselves accordingly. Patrons who exhibit inappropriate behavior may be either temporarily or permanently expelled from the Facility. Center staff will involve the Inver Grove Heights Police, when necessary, to enforce this policy. *Alcohol may only be served by a specified licensed liquor provider during a permitted rental event at the center with security from the police department present during the event.

Enforcement:
Patrons are encouraged to be responsible for their personal comfort and safety, and to ask any person whose behavior threatens their comfort to refrain. If a patron feels uncomfortable in confronting the person directly, they should report the behavior to a staff person or the Manager on Duty. The Management will investigate all reported incidents of a violation of this Code of Conduct. Actions taken by Community Center staff in response to violations of this Code of Conduct or other rules and policies of the Center will depend on the incident, and surrounding circumstances. A violation of this Code of Conduct or other rules and policies of the Center may result in an enforcement action ranging from a verbal warning up to and including the revocations of membership privileges. In most cases, enforcement action will consist of the following:

1. **First Violation:** a verbal warning will be given.
2. **Second Violation:**
    a. For minors under the age of 18, a time out period may be mandated. At this time the minor may be required, in the presence of staff, to notify his/her parents/guardians of his/her actions. A written incident report will be filed.
    b. Adults who violate the Code of Conduct or any other Center policy may be asked to leave the Community Center immediately. A written warning and incident report will be filed.
3. **Third Violation:** the patron's membership privileges will be suspended and the patron will be asked to leave the Community Center and not return until a specified date. The length of the suspension is at the discretion of a Manager based upon on the severity of the violation and surrounding circumstances.
    a. For minors under the age of 18, the minor may be required to wait in an assigned area while staff contacts a parent/guardian to inform them of the violation with the expectation that the parent will arrive shortly to pick up their child.
    b. Adults over the age of 18 will be notified by a Manager of the violation and the length of suspension and asked to leave the Community Center immediately for the suspension period.
4. **Fourth Violation:** the patron's membership will be revoked. All membership and daily privileges will be revoked and the offender will not be allowed back into the Community Center.

Appeal of Suspension or Termination of Membership Privileges:
A patron whose membership privileges are suspended or revoked may appeal such a suspension or revocation to the Parks and Recreation Director. A patron who wishes to appeal to the suspension or revocation of their membership privileges shall file a written request to appeal the suspension or revocation on the form provided by the Community Center with the Parks and Recreation Director within five (5) days of the date the notice of the suspension or revocation is delivered in person or mailed to the patron. The Parks and Recreation Director shall hear all appeals of membership suspensions and revocations, and may uphold, modify, or overturn the suspension or revocation of the membership. If the member is not satisfied with the outcome they can appeal to the City Administrator following the same five (5) day process. If the patron is not satisfied with the outcome they may appeal the suspension or revocation to then to the City Council following the same five (5) day process.

Veterans Memorial Community Center Policies

COMMON AREAS/OVERALL BUILDING AREAS

- Respect community center staff, patrons and equipment.
- All children under 10 years of age are required to have a responsible person (16 years or older) providing supervision in the center at all times, with the exception of a child participating in an organized activity or located in the childcare room while the responsible person is working out.
- Please walk, do not run in hallways and locker rooms.
- Clothing and shoes are required when outside the pool area.
- Organized meetings in common areas are only permitted if organized through the Community Center.
- For safety reasons, we do not allow glass containers anywhere within the Community Center, unless authorized by Community Center staff.
- No overnight personal storage will be permitted in the building unless prior approval is obtained from staff with the exception of those members who have rented a permanent locker.
- A photo I.D. is required for checking out Community Center property (locks, towels).
- The Community Center reserves the right to deny admission to anyone who appears to be under the influence of alcohol or a controlled substance.
- The City of Inver Grove Heights, and its personnel, is not responsible for items lost, stolen, left on site or left in vehicle.
- No pets other than service animals or animals that are part of an approved event are allowed in Community Center.
- No skateboards, rollerblades or roller shoes are allowed.
- Flyers/posters cannot be posted without prior Community Center approval. Check with Guest Services for approval.

SMOKING

- We do not allow any tobacco/e-cig use within the Community Center.

OUTSIDE FOOD/BEVERAGE POLICY

- Outside food and beverage are allowed in the Community Center, provided patrons clean up after themselves.

LOST AND FOUND

- All items turned in to staff will be placed at the Guest Services and/or Parks & Recreation desk. Valuable items will be turned over to the police after 7 days and all other items will be donated or discarded after 30 days.

INCLEMENT WEATHER

Thunderstorm Warning:

- Pools will close and guests will be directed to the designated shelter area until the warning has expired.
- All other patrons will be notified that there is a thunderstorm warning.

Tornado Warning:

- All patrons in the building will be directed to the designated shelter area until the warning has expired.

If School District 199 schools close due to inclement weather, city recreation programming within school buildings will be cancelled. If School District 199 schools close before 3 p.m. and weather clears, call the weather information line (651-450-2595) for program cancellations at the Community Center.

EMERGENCIES

There is an Emergency Action Plan in place for staff and guests in case of emergency. Please ask staff for assistance in an emergency situation.

MAINTENANCE DAYS

- The Community Center will block off dates as necessary for repairs or maintenance of areas/equipment. This may include the closure of certain areas of the Facility with limited or no access.

FITNESS AREA

- Outside personal trainers not employed by the Community Center may not accept personal payment from a client for training. Staff reserves the right to remove non-employee trainers and members being trained by non-employee trainers from the Facility.
- Treat equipment with respect and return equipment to its proper place when finished using it. Equipment is not to leave the fitness center without permission.
- Chalk is not allowed on the fitness center floor.
- Food, gum, juice and soda are not allowed in the fitness center.
- No glass bottles allowed.
- Proper work out attire is recommended and appropriate shoes (sneakers or tennis shoes) must be worn at all times.
- No foul language or horseplay is allowed in the fitness center.
- Anyone ages 14 and younger must be accompanied by an adult.
- A spotter is required when bench pressing.
- All personal belongings must be stored in a cubby or in the locker rooms.
- Cameras and cell phones are not allowed in the fitness area

FITNESS/DANCE STUDIO

- No gum or beverages, with the exception of water, is permitted in the studio at any time.

LOCKER ROOMS

- The City of Inver Grove Heights is not responsible for items that are lost, stolen or left in the Facility.
- Please keep clothing and valuables locked in lockers.
- Please do not run in the locker room area.
- Locker room checks are performed at random and outside locks will be removed from lockers if present for an extended period of time.
- Unaccompanied children under 16 and those with opposite sex children must use the family locker room.
- A family locker room is made available for your convenience.
- Cell phones are not allowed in the locker room area
- When using the sauna, we require users to be sitting on something separating them from the sauna benches. It is not required but recommended to cover up with a towel or swim suit.

SAUNA

- Sauna users must be at least 16 years old.
- Please be respectful of others.
- Use of sauna is not recommended for persons with high blood pressure, cardiovascular disorders or pulmonary diseases. Consult a physician before using.
- For your safety, limit use of the sauna to no more than 15 minutes.
- Pregnant women are not advised to use the sauna; with prior medical consultations and release use may be permitted.
- People with open wounds or infectious diseases are not permitted.
- Always shower before entering.
- Personal grooming is prohibited.
- When using the sauna, we require users to be sitting on something separating them from the sauna benches. It is not required but recommended to cover up with a towel or swim suit.
- Oils, creams or cosmetic products are not to be used in the sauna.
- No glass bottles or containers permitted in the sauna.

GENERAL POOL POLICIES

- Children under 10 years of age must be accompanied by a responsible person (16 years or older).
- Children under 16 are not allowed in the hot tub or sauna.
- All swimmers must shower before entering the pool.
- Only U.S. Coast Guard-approved life jackets are allowed. No inner tubes, air mattresses, full-face masks or snorkels may be used.
- No persons with or suspected of having a communicable disease which could be transmitted through use of the pool, shall use the pool.
- Proper swim wear is required.
- Spitting, spouting water from mouth and blowing the nose in the pool is prohibited.
- No running or rough play is allowed.
- Glass objects are not allowed in the pool area.
- Persons with open or infectious sores are not permitted in the pool.

See specific pool areas for additional rules and regulations.

NATIONAL GUARD ARMORY GYM

- All individuals using the Armory Gym must be a member or pay the open gym fee.
- Only plastic water bottles are permitted.
- No black soled shoes or shoes that will mark the floor will be permitted. No bare feet, sandals or street shoes are allowed.
- Attire or gestures recognized as gang representations will not be allowed.
- Staff reserves the right to determine all gym use and inappropriate behavior by users.
- Please refrain from:
    - Dunking, slamming or hanging on nets
    - Running or bouncing balls in the hallways
    - Spitting, rough housing, wrestling or pushing
    - Swearing, abusive, or inappropriate gestures
- Children ages 10 and under are required to be accompanied by a responsible person over 16 years of age.
- Patrons are responsible for replacing balls or equipment that have been damaged, or are lost or stolen while they are using them.
- Open Gym may be cancelled in the event the gym is rented for a private event.
- Please see the rental policies and procedures for private rentals of the gym.

ICE ARENA

- All individuals or groups using the ice must pay a fee before taking the ice.
- No running or horseplay around the rinks.
- No dry-land training allowed around the rinks without prior approval from the Parks and Recreation Department.
- All children under 10 years of age must be accompanied by a responsible person (16 years or older).
- No climbing or hanging on rink glass.
- No individuals except for the net movers are allowed on the ice during resurfacing.
- No pucks on the ice during resurfacing.
- Wear proper attire or equipment at all times (based on activity).
- Spectators should be aware of flying pucks.

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ORIGINAL LEASE FOR VETERANS MEMORIAL COMMUNITY CENTER

LEASE AGREEMENT

BETWEEN CITY OF INVER GROVE HEIGHTS

AND INDEPENDENT SCHOOL DISTRICT NO. 199

FOR ARMORY AND FOR INVER GROVE HEIGHTS

VETERANS MEMORIAL COMMUNITY CENTER

Execution Copy

Dated May 22, 1995

Execution Copy

LEASE AGREEMENT

This Lease Agreement is made and entered into between the City of Inver Grove Heights, Minnesota, hereinafter referred to as Lessor, and Independent School District No. 199, Inver Grove Heights, Minnesota, hereinafter referred to as Lessee.

RECITALS

The parties recite and declare:

1. Lessor is the sole owner of the Inver Grove Heights Veterans Memorial Community Center, to be located on Lot 2, Block 1, Inver Grove Heights Civic Center Addition, in Inver Grove Heights, Minnesota, (the Community Center).

2. Lessor will be entering into an agreement with the State of Minnesota Department of Military Affairs (National Guard) regarding rental use of the Armory to be located on Lot 1, Block 1, Inver Grove Heights Civic Center Addition in Inver Grove Heights, Minnesota (the Armory).

3. The Community Center and Armory are on adjoining lots and will be sharing parking facilities.

4. Lessor desires to lease the use of the Community Center and to sublet use of the Armory to suitable lessees for educational and recreational purposes.

5. Lessee desires to lease from time to time portions of the Community Center and Armory for the purposes of conducting components of its Curricular Program including classrooms located within the Armory, its Extra Curricular Activities Program and its Community Education Program.

6. The parties desire to enter into this Lease Agreement which defines their rights, duties, and liabilities relating to the Community Center and Armory.

7. The Community Center comprises Ice Rinks A and B and other space.

In consideration of the mutual covenants contained in this Lease Agreement, and other good and sufficient consideration, the parties agree as follows:

SECTION ONE
SUBJECT AND PURPOSE

1.1 Subject. For the purposes stated in Sections 1.2 and 1.4, Lessor hereby grants Lessee the right and privilege to lease the Community Center and Armory on the terms and conditions set forth in this Lease Agreement.

1.2 Purpose. Subject to payment of the rental amounts set forth in Sections Two and Three, Lessor grants Lessee for Lessee's exclusive use the following lease rights:

1.2.1 After determination of and selection by Lessor of the space and times needed by Lessor for its programs, the Lessee shall have the right of first refusal to lease non-ice time in the Community Center (excluding the office areas) for Lessee's Curricular Program, its Extra Curricular Activities Program, and its Community Education Program during those times when Ice Rinks A and B are not being used for ice time;

1.2.2 After determination of and selection by Lessor of the space and times needed by Lessor for its programs, the Lessee shall have the right of first refusal to lease approximately 9,120 square feet of basketball/volleyball court area in the Armory;

1.2.3 After determination of and selection by Lessor of the space and times needed by Lessor for its programs, the Lessee shall have the right of first refusal to lease meeting or classroom space located in the Armory;

1.2.4 After determination of and selection by Lessor of the space and times needed by Lessor for its programs, the Lessee shall have the right of first refusal to lease approximately 1,800 square feet in the Armory in the learning center room, small library area, and training area;

1.2.5 Lessee shall have the right of first refusal to lease ice time on Ice Rinks A and B from September 1 to April 30 during the hours from 8:00 a.m. until 6:15 p.m. on the days of Monday through Friday in accordance with the terms of Section Three;

1.2.6 Lessee may participate in the planning of the Community Center and Armory so these facilities are suitable for gender equity, and Lessee may continue participation in the Community Center Advisory Committee (CCAC) in accordance with Section Seven;

1.2.7 Lessee shall have the right of first refusal to purchase the Community Center in accordance with Section Four;

1.2.8 Lessee shall have all the leasehold rights specified in Exhibit E which is attached and incorporated herein by reference as if fully set forth herein. The time periods set forth on Exhibit E are hereby scheduled and reserved for Lessee and are preeminent to any determination of and selection by Lessor of the space and times needed by Lessor for its programs, including any determination of and selection by Lessor of spaces and times under Sections 1.2.1, 1.2.2, 1.2.3 and 1.2.4.

1.3 Conditions. The Lessee's use of the space in the Community Center and Armory as described above will be subject to all of the conditions contained in this Lease Agreement and as contained in the rental agreements that specify the times and dates of actual use, subject to the operating rules and regulations promulgated by Lessor.

1.4 Special Access Without Charge. Lessor shall provide to Lessee access to the Community Center or any portion thereof as requested by the Lessee and mutually agreed upon by the parties without charge for up to two (2) daily events per year, for example, but without limitation, banquets, fundraisers, alumni gatherings, and so forth. Provided, however, Lessee shall pay Lessor any charges for setting up chairs and tables, for clean-up, for security and for removing chairs and tables; or, in the alternative, Lessee shall be responsible for providing such services for such events.

1.5 Senior Citizen - American Legion - Multi-purpose Community Rooms. Notwithstanding anything to the contrary contained herein, senior citizen groups and American Legion organizations shall have the first priority on terms established by Lessor to use those certain spaces in the Community Center described as the Senior Citizen - American Legion - Multi-purpose Community Rooms.

1.6 Availability of Rink B For Non-Ice Time Use. Notwithstanding anything to the contrary contained herein, the availability of Rink B to Lessee for non-ice activities shall not begin until the date scheduled by Lessor for ice removal and such availability shall cease on that date scheduled by Lessor for ice installation. Lessor shall give Lessee thirty (30) days advance notice of the dates scheduled for ice installation and ice removal.

SECTION TWO
TERM AND RENT

2.1 Lessor grants the rights described in Section One for a term of twenty (20) years, commencing December 1, 1995 and terminating on November 30, 2015, or sooner as provided in this Lease Agreement. The annual rental is One Hundred Thousand Dollars ($100,000), payable in two (2) equal installments commencing July 15,1995, and December 15, 1995, and thereafter continuing on each July 15 and December 15 until July 15, 2014 and December 15, 2014, plus the hourly rate charges of renting specific times as provided in Section Three below, all during the term of this Lease Agreement. Provided, however, in the event the Lessor retires the debt on the building prior to the

year 2015, then the annual rent obligation of $100,000 and this Lease Agreement shall terminate, and the parties shall meet to attempt to renegotiate rental terms.

2.2 All rental payments shall be made to Lessor at the addresses specified in Exhibit A.

2.3 Lessee shall pay the rents as specified in this Section Two and in Section Three, below.

2.4 As schedules and seasonal programs become known to Lessee, the Lessee shall submit to Lessor a written projection of Lessee's planned use of the Armory and Community Center for the next school year and the summer session following the next school year, if any. If Lessor cannot accommodate the Lessee's use projections, then it shall notify Lessee within twenty (20) business days after receipt of Lessee's projected uses. Designees of the parties shall attempt to resolve any conflicts. Subject to the terms of this Lease Agreement, a resolution to any continuing conflicts shall be decided by a majority vote of all members of the CCAC established under Section Seven below.

SECTION THREE
ADDITIONAL RENT

3.1 Ice Time On Ice Rinks A and B In The Community Center. On or before May 15th, of each year, the Lessor and Lessee shall finalize and sign any rental agreement that is to exist for Ice Rinks A and B for practices, hockey, physical education skating and other ice-time use for the following ice usage season specifying all applicable terms and conditions for the rental of ice time. The process for finalizing and signing any such agreement shall include the following steps:

3.1.1 On or before March 1st of each year, the Lessor shall set rates that it will charge the Lessee for ice time usage and cause this determination to be communicated to the Lessee. These rates will be established by the Lessor after receipt of recommendation and consultation with the CCAC. Any recommendation of the CCAC shall be by majority vote of all members of the CCAC.

3.1.2 If the Lessor's rates are no more than 5% above of "market rates" as the term "market rates" is defined at Exhibit B which is incorporated herein by reference as if fully set forth, then the Lessee will enter into the lease agreement for ice rental for the next following season.

3.1.3 If the rates set by the Lessor are more than 5% above the "market rates" as defined in Exhibit B, then the Lessee has the option of accepting or rejecting an agreement for ice time for the next following season. If the Lessee rejects the proposed agreement, then the parties are free to enter into lease agreements with any other party as they may each respectively deem appropriate each at their sole discretion.

3.2 Hourly Rates For Armory. With respect to rental of the Armory under Sections 1.2.2, 1.2.3, 1.2.4, 1.2.8 and Exhibit E, additional lease agreements for specific times and dates will be by mutual agreement between the parties in writing executed by the Lessee's Superintendent and the Lessor's Administrator. Lessee understands that the National Guard has a time based prorata charge for use of the Armory that the National Guard will be imposing on Lessor. The Lessee and Lessor agree that this charge will be passed through to Lessee and paid by Lessee for the times the Lessee is using the Armory. In addition, Lessee will pay Lessor a staffing charge per hour equal to one-half of the per hour direct and indirect cost of the building supervisor that Lessor will make available at the facility. From Lessor's records, the CCAC shall annually calculate the direct and indirect cost of the building supervisor that Lessor makes available at the facility. These hourly rental charges are in addition to the annual lease amount set forth in Section 2.1.

3.3 Rental Of Community Center Except For Ice Time. With respect to rental of the Community Center (except for ice time) under Sections 1.2.1, 1.2.8 and Exhibit E, additional lease agreements for specific times and dates will be by mutual agreement between the parties in writing executed by the Lessee's Superintendent and the Lessor's Administrator.

3.3.1 Hourly Rates For Non-Ice Time In The Community Center During School Hours On School Days. If the time rented by Lessee for non-ice use in the Community Center is between 8:00 a.m. and 6:15 p.m. on Monday through Friday on school days, then no hourly fee is owed to Lessor, other than the staffing charge per hour equal to one-half of the per hour direct and indirect cost of the building supervisor that Lessor will make available at the facility. From Lessor's records, the CCAC shall annually calculate the direct and indirect cost of the building supervisor that Lessor makes available at the facility. This staffing charge is in addition to the annual lease amount set forth in Section 2.1.

3.3.2 Hourly Rates For Non-Ice Time In The Community Center Outside Of School Hours and School Days. If the time rented in the Community Center by Lessee for non-ice time is not within the time periods set forth in Section 3.3.1, then Lessee shall pay Lessor for such hourly use at the standard hourly rates that Lessor charges other users for such facilities. Such standard hourly rates shall be set annually by Lessor on or before March 1st after recommendation and consultation with the CCAC. This hourly rental rate is in addition to the annual lease amount set forth in Section 2.1.

3.4 Staffing Charges. Notwithstanding anything to the contrary contained in Sections 3.2 and 3.3.1 relating to the payment of staffing charges, the following Section 3.4.1 shall be controlling for calendar year 1996 and the following Section 3.4.2 shall be controlling for calendar year 1997.

3.4.1 Staffing Charges for 1996. For calendar year 1996, Lessor shall not impose staffing charges under Section 3.2 and 3.3.1 for the first 240 total hours of Lessee's combined hourly uses under Sections 3.2 and 3.3.1. When the combined hours exceed 240 hours, the respective staffing charges for hourly use thereafter become payable.

3.4.2 Staffing Charges For 1997. For calendar year 1997, Lessor shall not impose staffing charges under Section 3.2 and 3.3.1 for the first 240 total hours of Lessee's combined hourly uses under Sections 3.2 and 3.3.1. When the combined hours exceed 240 hours, the respective staffing charges for hourly use thereafter become payable.

3.4.3 Staffing Charges For 1998 And Thereafter. Beginning in 1998 and annually thereafter during the term of this Lease Agreement, the CCAC will determine the number of rental hours, if any, under Sections 3.2 and 3.3.1 for which staffing charges will not be imposed.

SECTION FOUR
RIGHT OF FIRST REFUSAL TO PURCHASE

4.1 In the event Lessor shall receive a bona fide offer to purchase the Community Center during the term of this Lease Agreement, and the offer of purchase shall be satisfactory to Lessor, Lessor shall give Lessee the privilege of purchasing the Community Center at the price and on the terms of the offer so made. The privilege shall be given by a notice sent to Lessee by registered mail at the address stated on Exhibit A, requiring Lessee to accept the offer in writing and to sign a suitable contract to purchase the Community Center within the period of ninety (90) days after the mailing of the notice.

4.2 Failure of Lessee to accept the offer to purchase by signing a contract within the period provided shall nullify and void the privilege to Lessee, and Lessor shall be free to sell the Community Center to any other person, firm, or corporation. Any subsequent sale of the Community Center, except Lessee, shall be subject to this Lease Agreement and any renewals or extensions of this Lease Agreement.

4.3 In the event that the Lessee chooses to exercise its right of first refusal to purchase in accord with the terms of the bona fide offer to the Lessor, then the Lessee shall be given credit for the annual lease payments of $100,000 as specified in Section Two of this Lease Agreement in accord with the provisions of Exhibit C attached and incorporated herein by reference as if fully set forth.

SECTION FIVE
DESTRUCTION OR CESSATION

5.1 In the event that the Community Center is ever completely destroyed or permanently

abandoned during the term of this Lease Agreement, or if the Lessor ceases operating all the Ice Rinks A and B for more than one hockey season during the term of this Lease Agreement, then the Lessee shall be entitled to a credit for annual lease payments of $100,000 made under Section Two in accord with the provisions of Exhibit C which is incorporated herein by reference as if fully set forth.

SECTION SIX
NONAPPROPRIATIONS PROVISION

6.1 In the event Lessee does not appropriate money sufficient to continue performance by Lessee of the annual lease payment of $100,000, as evidenced by the passage of a resolution by the Lessee, all as permitted by law, then this Lease Agreement shall be terminated as of the following June 30th; provided, however, Lessee shall pay to Lessor any Section Two rent monies which are due July 15th and December 15th in the year prior to the June 30th termination and which have not been paid. Lessee shall give notice of non-appropriation not less than sixty (60) days after adopting the resolution terminating the levy which provides the revenue to make the Section Two annual lease payment of $100,000.

6.2 Lessee presently intends to continue this Lease Agreement for its entire term and to pay all rents specified in Sections Two and Three.

SECTION SEVEN
COMMUNITY CENTER ADVISORY COMMITTEE

7.1 The Community Center Advisory Committee (CCAC) is hereby created for the following purposes:

a.) to make recommendations to the Lessor regarding the operation and maintenance of the Community Center and the Armory

b.) to make recommendations to Lessor regarding "market rates" for ice time pursuant to Section 3.1.1 and Exhibit B

c.) to make recommendations to Lessor regarding standard hourly rates for non-ice time in the Community Center pursuant to Section 3.3.2

d.) based on Lessor's records, to calculate annually the direct and indirect cost of the building supervisor that Lessor makes available to the facilities. Such calculations are to occur pursuant to Section 3.2 and 3.3.1

e.) to decide scheduling conflicts, subject to the Lease Agreement and pursuant to Section 2.4

f.) to approve substitution of programs pursuant to Exhibit E

g.) pursuant to Section 3.4.3, to determine for 1998 and annually thereafter the number of rental hours, if any, under Sections 3.2 and 3.3.1 for which staffing charges will not be imposed.

All votes of the CCAC shall be determined by a majority vote of all members of the CCAC.

7.2 The Lessor retains the sole discretionary authority to accept or reject in whole or in part the recommendations of the CCAC regarding the rates for ice-time and the standard rates for non-ice time. The Lessor retains the sole discretionary authority to accept or reject in whole or in part the recommendations of the CCAC regarding the operation and maintenance of the Community Center and Armory.

7.3 The composition of the CCAC shall be as stated in the attached Exhibit D which is incorporated by reference as if fully set forth herein. The CCAC shall consist of five (5) members. Three (3) of the members will represent Lessor and two (2) members will represent Lessee. The CCAC may adopt bylaws establishing its procedures for functioning as an advisory committee. Copies of these bylaws will be forwarded to the Lessor and Lessee.

7.4 The Lessor shall provide to the CCAC and to Lessee all of the financial data and information and records regarding the Armory and Community Center on a reasonable basis and consistent with the spirit of collaboration and cooperation.

SECTION EIGHT
GENERAL PROVISIONS

8.1 Amendments. This Lease Agreement contains all of the agreements of the parties with respect to the subject matter and cannot be amended or modified except by written mutual agreement.

8.2 Severability. The invalidity, illegality, or unenforceability of any provision of this Lease Agreement shall not render the other provisions invalid, illegal, or unenforceable.

8.3 Captions. The headings of the sections of this Lease Agreement are descriptive and for convenience only, and are not a part of this Lease Agreement, and shall have no effect on the construction or interpretation of this Lease Agreement.

8.4 Applicable Law. This Lease Agreement shall be construed and interpreted in accordance with the laws of the State of Minnesota.

8.5 Counterparts. This Lease Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

8.6 Quiet Enjoyment. Lessor agrees to permit Lessee, upon faithful performance of the terms and covenants of this Lease Agreement, to peaceably and quietly have, hold, and enjoy use of the Community Center for the purpose and for the term stated above.

8.7 Furnishing of Services. Lessor shall furnish all utilities that are necessary and customary in the operation of an ice arena and community center.

8.8 Intoxicating Liquors. During those times when the Lessee is using the Community Center, Lessor will not cause or allow beer, wine, or liquors of any kind to be sold, given away, or used in the Community Center except upon the express written consent of the Lessee.

8.9 Control of Building. The Armory and Community Center and the keys thereof, shall be at all times under the charge and control of a building manager who shall be appointed by Lessor.

8.10 Entire Agreement. This Lease Agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of the Lease Agreement shall not be binding upon either party except to the extent incorporated in this Lease Agreement.

8.11 Rules. Lessor reserves the rights to establish operating rules and regulations regarding the use of and access to the Armory and Community Center. Lessee agrees to comply with such operating rules and regulations. Lessee shall use its best efforts to enforce such rules and regulations with respect to its students, faculty, coaches, invitees, players and those persons Lessee has authorized to use the facilities.

8.12 Assumption of Risk. Lessee acknowledges that use of Ice Rinks A and B as well as other areas within the Armory and Community Center carries a risk of personal injury. Lessee assumes all risk with respect to use of the Community Center and Armory and Ice Rinks A and B, including risks relating to the condition and maintenance of the ice surface.

8.13 Insurance.. Lessee shall procure and file with the Lessor and Lessee shall maintain a policy of general liability insurance to cover use of the Community Center and Armory and Ice Rinks A and B therein. The Lessor shall be named as an additional insured under the policy. The minimum policy limits shall be $600,000 for any number of claims arising out of a single occurrence or such other amount equal to the statutory liability limits as set by Minnesota Statute Chapter 466 as amended from time to time.

8.14 Limitation on Damages. If the Community Center or Armory are not useable due to repairs, remodeling or retrofitting or because of unexpected circumstances such as strikes,acts of God, electrical malfunctions, fire, refrigeration malfunctions or other casualties, then the Lessee agrees that damages are limited to a refund of the per hour

rental amount actually paid by Lessee for the specific times the facilities are not useable. In such case, the Lessor will refund the per hour rental amount actually paid by Lessee for the specific times the facilities are not useable.

8.15 Binding Effect. This Lease Agreement shall be binding upon the parties and their successors and assigns. Lessee shall not assign, sublet or transfer this Lease Agreement or the areas leased hereunder without the written consent of Lessor.

8.16 Supervision. During the rental times, Lessee shall supervise, control and monitor activities at the Community Center and Armory. Lessee shall supervise, control and monitor its students, players, invitees and authorized users while they are present in the Community Center and Armory. Lessee agrees that no one shall be present on the ice until the Community Center Manger or designee gives approval. No pucks shall be on the ice until the players or participants are allowed on the ice. Absolutely no players or pucks shall be on the ice during resurfacing. Coaches or other adult supervisors must ensure that players and participants leave the ice surface immediately upon being advised that the rental period is over. Coaches or other adult supervisors must be present at all times with their teams or other participants or players. No teams, players or participants shall be allowed on the ice without the presence of an adult coach or supervisor.

8.17 Disclaimer. Lessor is not responsible for any personal property of Lessee or its students, faculty, coaches, players, participants, invitees and authorized users. Lessor disclaims any responsibility for damages caused by the theft or vandalism of such personal property.

8.18 Damages to Facilities. If Lessee or its students, faculty or coaches damage the Armory or Community Center, Lessee is responsible for repairing such damage or paying Lessor for such damage.

8.19 Beginning Date For Use Of Armory and Community Center. Notwithstanding anything to the contrary contained herein, Lessee's use of the Armory and Community Center shall not commence until certificates of occupancy have been issued for such respective facilities by the City of Inver Grove Heights Building Official.

8.20 Tournaments. If Lessee's teams are in tournaments and need practice times or game times that have not been previously scheduled by Lessee, the Lessor shall use its best efforts to make rental times available for such practices or games.

8.21 National Guard Use. The Lessee understands and acknowledges that use of the Armory is by way of Lessor subletting the leasehold rights that Lessor has received from the National Guard. Lessee agrees to comply with all rules, regulations and restrictions imposed by the National Guard regarding use of the Armory. Notwithstanding anything to the contrary contained in this Lease Agreement, Lessee agrees that the National Guard has the first right and priority to use the Armory.

8.22 Equipment Set-up and Removal. Lessee is responsible for setting-up and taking-down the equipment, nets, poles, tables, chairs and other personal property that Lessee may use in the Armory and Community Center. If neither Lessor nor another third party is using the facility between the times that Lessee is using the facility, such equipment, nets, poles, tables, chairs and other personal property may remain in place; however, if the space is needed for Lessor's programs or for use by another third party or if the space has to be cleaned, then immediately after Lessee's use of the space, the above-referenced items shall be taken-down and removed to storage areas.

SECTION NINE
TERMINATION

9.1 Termination. This Lease Agreement shall terminate upon the occurrence of any of the following events, whichever occurs first:

a.) November 30, 2015.

b.) Pursuant to Section 6.1, on June 30th after failure of Lessee to appropriate the $100,000 annual lease amount specified in Section Two.

c.) Defeasance of bonded indebtedness by the Lessor for the Community Center.

d.) Complete destruction or permanent abandonment of the Community Center or if the Lessor ceases operating all the Ice Rinks A and B for more than one hockey season.

SECTION TEN
OTHER REVENUE

10.1 Food, Beverage and Concession Stand Revenue. Lessor reserves the exclusive right to operate food, beverage and other concessions at the Armory and Community Center and Lessor solely shall retain the revenue from such operations. No merchandise shall be sold at the Armory or Community Center without Lessor's written consent.

10.2 Parking. Lessee shall not charge for parking at the Armory and Community Center without the express written consent of Lessor. During the times that Lessee is renting the Armory and Community Center, Lessor shall not charge for parking without the express written consent of Lessee; provided, however, Lessor reserves the right to charge for parking at other times.

IN WITNESS WHEREOF, each party to this Lease Agreement has caused it to be signed on the date indicated below.

CITY OF INVER GROVE HEIGHTS, MINNESOTA

By: _____
Joseph Atkins
Its Mayor

By: _____
Loretta Garrity
Its Deputy Clerk

Dated: May 22, 1995.

INDEPENDENT SCHOOL DISTRICT NO. 199, INVER GROVE HEIGHTS, MINNESOTA

By: _____
Nancy Schouweiler
Its Chair

By: _____
Jill Lewis
Its Clerk

Dated: May 22, 1995.

EXHIBIT A

MAILING ADDRESSES FOR NOTICES

City of Inver Grove Heights
Attention: City Administrator
8150 Barbara Avenue
Inver Grove Heights, MN 55077

Independent School District No. 199
Attention: School Superintendent
2990 - 80th Street East
Inver Grove Heights, MN 55076-3235

EXHIBIT B

MARKET RATES

The term "market rates" shall be defined according to the following process:

1. The Community Center Advisory Committee (CCAC) shall survey all ice arenas in the communities listed below during the period from September 1st to April 30th for the different time periods and in accord with the fee schedules used by the various ice arenas.

2. The survey data shall then be compiled in a chart showing all of the different ranges of cost.

3. If there are any variables in the data which need to be reconciled, the CCAC shall do so in good faith.

4. The rates within various categories of time usage, e.g. prime time and off time, shall then be arithmetically averaged.

5. This arithmetic average with each category rounded upward to the nearest dollar shall be defined as the "market rate."

The communities that will be subject to the survey are as follows:

Cottage Grove, Minnesota
Eagan, Minnesota
Lakeville, Minnesota
Rosemount, Minnesota
South St. Paul, Minnesota
West St. Paul, Minnesota
Edina, Minnesota
Burnsville, Minnesota
Minnetonka, Minnesota
Minneapolis Parade, Minnesota

In the event that a competing ice arena is established in the City of Inver Grove Heights, then that arena will be included in the survey.

6. The communities included within the survey area may be modified by mutual agreement of the Lessor and Lessee only.

EXHIBIT C

CREDIT FOR LEASE PAYMENTS

C. 1 Credit Under Section Four Of Lease Agreement For Right Of First Refusal.

In the event that the Lessor receives a bona fide offer to purchase the Community Center in accordance with Section Four, and in the event that the Lessee exercises its right of first refusal to purchase in accordance with Section Four, then any annual lease payments of $100,000 made by the Lessee under Section Two within the current year and the preceding two years from the Lessee's notice of execution of its right of first refusal to purchase shall be credited against the purchase price on a dollar for dollar basis up to a maximum of $300,000.

Any Section Two annual lease payments in addition to those described herein will also be credited to the purchase price at a discounted amount that shall be computed by multiplying each separate yearly original amount paid by 90% and then continuing to multiply each derived amount by 90% up to the number of years between payment of the original amount and the purchase date. The number of multiplications shall be equal to the years between the payment of the original amount and the date of purchase.

C.2 Credit Under Section Five Of Lease Agreement Relating To Destruction Or Cessation.

In the event that the provisions of Section Five are invoked, the Lessee shall be entitled to a dollar for dollar credit for any Section Two annual lease payments of $100,000 that it has made up to a maximum of $300,000. The credit shall only be payable to the Lessee by the Lessor in the event that there are any insurance proceeds, sale proceeds, or other net revenues after operating expenses and debt service flowing from the Community Center.

EXHIBIT E

LESSEE'S LIST OF ADDITIONAL RIGHTS
WITHIN FACILITIES

1. Store athletic equipment in available storage areas assigned by Lessor.

2. Lessee may enforce all School District rules of student conduct and the rules of the Minnesota State High School League during the times Lessee is using the facilities.

3. Hang banners and other symbols of school spirit in the Community Center at locations specified by Lessor.

4. Use sound system and scoreboard system in the Community Center.

5. Use available tables and chairs for adult classes and student activity.

6. Use AV equipment, if available, for adult classes and meetings.

7. Use large coffee pots, if available, for adult programs.

8. Use Locker Rooms A and B daily during October through March in the Community Center.

9. Players of both gender shall have the ability to store their hockey equipment overnight in Locker Rooms A and B in the Community Center.

10. Indoor practices from March 15th to April 30th for baseball, track, boys tennis, and softball in the field house area (Rink B area) from 2:30 p.m. to 6:15 p.m.

11. Girls and boys basketball practice during November through March in the Armory (drill floor) from 2:30 p.m. to 6:15 p.m.

12. Indoor practices and matches for girls tennis in the Community Center (Rink B area) from 2:30 p.m. to 6:15 p.m. during the time period beginning the last two weeks in August and continuing through September.

13. Volleyball practice in the Community Center (Rink B area) and in the Armory (drill floor area) from 2:30 p.m. to 6:15 p.m. during the time period beginning the last two weeks in August and continuing through September.

EXHIBIT E

LESSEE'S LIST OF ADDITIONAL RIGHTS
WITHIN FACILITIES
(Continued)

14. Regular classroom space in the Armory from 7:00 a.m. to 3:00 p.m. beginning the last two weeks in August and continuing through the first week of June on weekdays.

15. Physical education activities (except for ice time) between the hours of 7:00 a.m. and 3:00 p.m. on school days in the Armory (drill floor area) and in the Community Center on the Rink B area when ice is not present during the time period beginning the last two weeks of August and continuing through the first week of June.

16. Graduation exercises.

The parties understand that over the course of the twenty (20) year lease term, the Lessee may wish to change the types of activities stated in Paragraphs 10 through 15 above. Lessee shall have the right to substitute other programs for those activities stated in Paragraphs 10 through 15 provided all the following conditions are met:

a.) Such programs are scheduled for the same time periods as the programs that are being discontinued; and

b.) Such programs are part of Lessee's Curricular Program or its Extra Curricular Activities Program or its Community Education Program; and

c.) The substitution is approved by the CCAC.

EXHIBIT D

COMPOSITION OF COMMUNITY CENTER ADVISORY COMMITTEE

The Lessor's three (3) members on the CCAC shall be the City Administrator, Director of Parks and Recreation and the Director of Finance. Such members may be removed with or without cause by the City Council of Lessor.

The Lessee's two (2) members on the CCAC shall be the Superintendent and the Activities - Athletic Director. Such members may be removed with or without cause by the School Board of Lessee.

All action and recommendations of the CCAC shall be by a majority vote of all members.

The CCAC shall meet at least on a quarterly basis.

The duties of the CCAC shall be as described in Section 7.1 of the Lease Agreement.

All actions and recommendations of the CCAC shall be reported to both Lessor and Lessee.

The votes taken shall be made by the members or by those designees selected by the members to attend a particular meeting.

VMCC LEASE ADDENDUM

ADDENDUM TO LEASE AGREEMENT BETWEEN THE CITY OF INVER GROVE HEIGHTS AND INDEPENDENT SCHOOL DISTRICT NO. 199 FOR ARMORY AND FOR INVER GROVE HEIGHTS VETERANS MEMORIAL COMMUNITY CENTER

THIS ADDENDUM TO LEASE AGREEMENT (Addendum) is made this 20th day of April, 2015, by and between **INDEPENDENT SCHOOL DISTRICT #199,** a Minnesota public school corporation ("School") and the **CITY OF INVER GROVE HEIGHTS,** a Minnesota municipal corporation ("City").

RECITALS

A. The City is the owner and manager of the Veterans Memorial Community Center ("VMCC").

B. The City and School entered into a "Lease Agreement between City of Inver Grove Heights and Independent School District No. 199 for Armory and for Inver Grove Heights Veterans Memorial Community Center" dated May 22, 1995 (hereafter referred to as the "Lease").

C. The City and School desire to extend the term of the Lease for two (2) years.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions contained herein, the parties mutually agree as follows:

AMENDMENTS

Amendment No. 1 to Lease. Section 2.1 of the Lease is hereby amended to read as follows:

> 2.1 Lessor grants the rights described in Section One for a term of twenty-two (22) years, commencing December 1, 1995 and terminating on November 30, 2017, or sooner as provided in this Lease Agreement. The annual rental is One Hundred Thousand Dollars ($100,000) payable in two (2) equal installments commencing July 15, 1995, and December 15, 1995, and thereafter continuing on each July 15 and December 15 until July 15, 2016 and December 15, 2016, plus the hourly rate charges of renting specific times as provided in Section Three below, all during the term of this Lease Agreement.

Amendment No. 2 to Lease. Section 9.1 of the Lease is hereby amended to read as follows:

> 9.1 **Termination**. This Lease Agreement shall terminate upon the occurrence of any of the following events, whichever occurs first:

a.) November 30, 2017.

b.) Pursuant to Section 6.1, on June 30th after failure of Lessee to appropriate the $100,000 annual lease amount specified in Section Two.

c.) Complete destruction or permanent abandonment of the Community Center or if Lessor ceases operating all the Ice Rinks A and B for more than one hockey season.

By signing this Addendum, the parties acknowledge that they have read, understand, and agree to abide by all its conditions as stipulated.

INDEPENDENT SCHOOL DISTRICT #199

By: _____
Its: Chair

By: _____
Its: Clerk

CITY OF INVER GROVE HEIGHTS

By: _____
Its: Mayor

By: _____
Its: Clerk

ORIGINAL LEASE FOR AQUATIC AND FITNESS CENTER

LEASE AGREEMENT

BETWEEN CITY OF INVER GROVE HEIGHTS

AND INDEPENDENT SCHOOL DISTRICT NO. 199

FOR INVER GROVE HEIGHTS

AQUATIC AND FITNESS CENTER

Execution Copy

Dated: December 6, 1999

LEASE AGREEMENT

This Lease Agreement is made and entered into between the City of Inver Grove Heights, Minnesota, hereinafter referred to as Lessor, and Independent School District No. 199, Inver Grove Heights, Minnesota, hereinafter referred to as Lessee.

RECITALS

The parties recite and declare:

1. Lessor is the sole owner of the Inver Grove Heights Aquatic And Fitness Center, to be located on Lot 2, Block 1, Inver Grove Heights Civic Center Addition, in Inver Grove Heights, Minnesota, (the Aquatic And Fitness Center).

2. Lessor desires to lease the use of the Aquatic And Fitness Center for educational and recreational purposes.

3. Lessee desires to lease from time to time portions of the Aquatic And Fitness Center for the purposes of conducting components of its Curricular Program, Co-Curricular Program and its Extra Curricular Activities Program.

4. The parties desire to enter into this Lease Agreement which defines their rights, duties, and liabilities relating to the Aquatic And Fitness Center.

In consideration of the mutual covenants contained in this Lease Agreement, and other good and sufficient consideration, the parties agree as follows:

SECTION ONE
SUBJECT AND PURPOSE

1.1 Subject. For the purposes stated in Sections 1.2, Lessor hereby grants Lessee the right and privilege to lease the Aquatic And Fitness Center on the terms and conditions set forth in this Lease Agreement.

1.2 Purpose. Subject to payment of the rental amounts set forth in Section Two and Exhibit B, Lessor grants Lessee for Lessee's exclusive use the following lease rights:

1.2.1 Lessee shall have all the leasehold rights specified in Exhibit A which is attached and incorporated herein by reference as if fully set forth herein. The time periods set forth on Exhibit A are hereby scheduled and reserved for Lessee and are preeminent to any determination of and selection by Lessor of the space and times needed by Lessor for its programs subject to the conditions stated on Exhibit A.

1.3 Conditions. The Lessee's use of the space in the Aquatic And Fitness Center as described above will be subject to all of the conditions contained in this Lease Agreement and subject to the operating rules and regulations promulgated by Lessor.

SECTION TWO
TERM AND RENT

2.1 Lessor grants the rights described in Section One for a term of twenty (20) years, commencing July 1, 2001 and terminating on June 30, 2021, or sooner as provided in this Lease Agreement. The annual rental is set forth on Exhibit B payable in two (2) equal installments commencing July 15, 2001, and January 15, 2002, and thereafter continuing on each July 15 and January 15 until July 15, 2020 and January 15, 2021.

2.2 All rental payments shall be made to Lessor at Inver Grove Heights City Hall, Attention: City Administrator, 8150 Barbara Avenue, Inver Grove Heights, Minnesota 55077.

2.3 Lessee shall pay the rents as specified in this Section Two and on Exhibit B.

2.4 As schedules, meets and programs become known to Lessee, the Lessee shall submit to Lessor the exact times of Lessee's use of the Aquatic And Fitness Center consistent with the time periods shown on Exhibit A.

SECTION THREE
COMMUNITY CENTER ADVISORY COMMITTEE

3.1 The Community Center Advisory Committee (CCAC), previously created by the parties for the Inver Grove Heights Veterans Memorial Community Center, shall have the following additional duties:

a.) to make recommendations to the Lessor regarding the operation and maintenance of the Aquatic And Fitness Center; and

b.) to make recommendations to the Lessor regarding the promulgation of operating rules and regulations for the Aquatic And Fitness Center.

3.2 The Lessor retains the sole discretionary authority to accept or reject in whole or in part the recommendations of the CCAC regarding the operation and maintenance of the Aquatic And Fitness Center and the operating rules and regulations.

SECTION FOUR
GENERAL PROVISIONS

4.1 Amendments. This Lease Agreement contains all of the agreements of the parties with respect to the subject matter and cannot be amended or modified except by written mutual agreement.

4.2 Severability. The invalidity, illegality, or unenforceability of any provision of this Lease Agreement shall not render the other provisions invalid, illegal, or unenforceable.

4.3 Captions. The headings of the sections of this Lease Agreement are descriptive and for convenience only, and are not a part of this Lease Agreement, and shall have no effect on the construction or interpretation of this Lease Agreement.

4.4 Applicable Law. This Lease Agreement shall be construed and interpreted in accordance with the laws of the State of Minnesota.

4.5 Counterparts. This Lease Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

4.6 Quiet Enjoyment. Lessor agrees to permit Lessee, upon faithful performance of the terms and covenants of this Lease Agreement, to peaceably and quietly have, hold, and enjoy use of the Aquatic And Fitness Center for the purpose and for the term stated above.

4.7 Furnishing of Services. Lessor shall furnish all utilities that are necessary and customary in the operation of an aquatics and fitness center.

4.8 Intoxicating Liquors. During those times when the Lessee is using the Aquatic And Fitness Center, Lessor will not cause or allow beer, wine, or liquors of any kind to be sold, given away, or used in areas of the Aquatic and Fitness Center, other than the banquet facilities, except upon the express written consent of the Lessee.

4.9 Control of Building. The Aquatic And Fitness Center and the keys thereof, shall be at all times under the charge and control of a building manager who shall be appointed by Lessor.

4.10 Entire Agreement. This Lease Agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of the Lease Agreement shall not be binding upon either party except to the extent incorporated in this Lease Agreement.

4.11 Rules. Lessor reserves the rights to establish operating rules and regulations regarding the use of and access to the Aquatic And Fitness Center. Lessee agrees to comply with such operating rules and regulations. Lessee shall use its best efforts to enforce such rules and regulations with respect to its students, faculty, coaches, invitees, swimmers and those persons Lessee has authorized to use the facilities.

4.12 Assumption of Risk. Lessee acknowledges that use of the Aquatic And Fitness Center carries a risk of personal injury. Lessee assumes all risk with respect to use of the Aquatic And Fitness Center.

4.13 Insurance. Lessee shall procure and file with the Lessor and Lessee shall maintain a policy of general liability insurance to cover use of the Aquatic And Fitness Center. The Lessor shall be named as an additional insured under the policy. The minimum policy limits shall be $1,000,000 for any number of claims arising out of a single occurrence or such other amount

equal to the statutory liability limits as set by Minnesota Statute Chapter 466 as amended from time to time.

4.14 Unavailability of Use. If the Aquatic And Fitness Center is not useable due to repairs, remodeling or retrofitting or because of unexpected circumstances such as strikes, acts of God, electrical malfunctions, fire, heating malfunctions or other casualties, then the Lessor and Lessee agree that Lessee's use of the facility shall be rescheduled.

4.15 Binding Effect. This Lease Agreement shall be binding upon the parties and their successors and assigns. Lessee shall not assign, sublet or transfer this Lease Agreement or the areas leased hereunder without the written consent of Lessor.

4.16 Supervision. During the rental times, Lessee shall supervise, control and monitor its students, swimmers, invitees and authorized users while they are present in the lap pool and dive well area, as well as the locker room area. Additionally, Lessee shall supervise the mezzanine area for thirty (30) minutes subsequent to any rental time. Coaches or other adult supervisors must ensure that swimmers and participants leave the pool immediately upon being advised that the rental period is over. Coaches or other adult supervisors must be present at all times in the lap pool and dive well area with their teams or other participants or swimmers. No teams, swimmers or participants shall be allowed in the lap pool or dive well area without the presence of an adult coach or supervisor.

During the special events, Lessee shall supervise, control and monitor its students, swimmers, invitees and authorized users while they are present in the leisure pool area and in the locker room area.

Lessee shall require that its coaches and adult supervisors arrive at the Aquatic And Fitness Center no later than the time that the Lessee has informed its students and swimmers to arrive at the Aquatic And Fitness Center.

4.17 Disclaimer. Lessor is not responsible for any personal property of Lessee or its students, faculty, coaches, swimmers, participants, invitees and authorized users. Lessor disclaims any responsibility for damages caused by the theft or vandalism of such personal property.

4.18 Damages to Facilities. If Lessee or its students, faculty or coaches damage the Aquatic And Fitness Center, Lessee is responsible for repairing such damage or paying Lessor for such damage.

4.19 Beginning Date For Use Of Aquatic And Fitness Center. Notwithstanding anything to the contrary contained herein, Lessee's use of the Aquatic And Fitness Center shall not commence until a certificate of occupancy has been issued for such facility by the City of Inver Grove Heights Building Official. If the certificate of occupancy is issued after July 1, 2001, then the rent payable for the first lease year shall be pro-rated and the commencement date shall be the date the certificate of occupancy was issued. The remaining term of the lease shall remain the same.

4.20 Equipment Set-up and Removal. Lessee is responsible for setting-up and taking-down the equipment, lane dividers, nets, poles, tables, chairs and other personal property that Lessee may use in the Aquatic And Fitness Center.

SECTION FIVE
TERMINATION

5.1 Termination. This Lease Agreement shall terminate upon the occurrence of any of the following events, whichever occurs first:

a.) June 30, 2021.

b.) Complete destruction or permanent abandonment of the Aquatic And Fitness Center.

c.) Pursuant to Section 9.1, on June 30th after failure of the Commissioner of the Minnesota Department of Children, Families, and Learning to approve the Lessee's application for a capital levy for lease payments sufficient to continue performance by Lessee of the annual lease payment.

SECTION SIX
OTHER REVENUE

6.1 Food, Beverage and Concession Stand Revenue. Lessor reserves the exclusive right to operate food, beverage and other concessions at the Aquatic And Fitness Center and Lessor solely shall retain the revenue from such operations. No merchandise shall be sold at the Aquatic And Fitness Center without Lessor's written consent.

6.2 Parking. Lessee shall not charge for parking at the Aquatic And Fitness Center without the express written consent of Lessor. During the times that Lessee is renting the Aquatic And Fitness Center, Lessor shall not charge for parking without the express written consent of Lessee; provided, however, Lessor reserves the right to charge for parking at other times.

SECTION SEVEN
EARLY OCCUPANCY

7.1 Early Occupancy. If a certificate of occupancy for the Aquatic And Fitness Center is issued prior to July 1, 2001, then Lessor shall cooperate with Lessee to schedule the types of activities identified on Exhibit A for the time period from issuance of the certificate of occupancy to June 15, 2001. If the parties can mutually agree to a schedule for Lessee's use of the Aquatic And Fitness Center for the activities listed on Exhibit A during the time from issuance of the certificate of occupancy to June 15, 2001, then Lessee's use of the facility during such time shall be without charge to Lessee.

SECTION EIGHT
RIGHT OF FIRST REFUSAL TO PURCHASE

8.1 Right of First Refusal to Purchase. In the event Lessor shall receive a bona fide offer to purchase the Aquatic And Fitness Center during the term of this Lease Agreement, and the offer shall be satisfactory to Lessor, Lessor shall give Lessee the privilege of purchasing the Aquatic And Fitness Center at the price and on the terms of the offer so made. The privilege shall be given by a notice sent to Lessee by certified mail, and require Lessee to accept or reject the offer in writing and to sign a suitable contract to purchase the Aquatic And Fitness Center within the period of ninety (90) days after the mailing of the notice.

The notice shall be mailed to the following address:

Independent School District No. 199, Inver Grove Heights
Superintendent
2990 - 80th Street East
Inver Grove Heights, MN 55076-3235

8.2 Failure to Exercise. Failure of Lessee to accept the offer to purchase by signing a contract within the period provided shall nullify and void the privilege to Lessee stated in Section 8.1, and Lessor shall be free to sell the Aquatic And Fitness Center to any other person, firm, or corporation.

8.3 Credits Against Purchase Price. In the event that the Lessee chooses to exercise its right of first refusal to purchase in accord with the terms of the bona fide offer to the Lessor, then the Lessee shall be given credit for the annual Lease payments under Section Two of this Lease Agreement to the extent and in accord with the provisions of Exhibit C, which is attached hereto and incorporated herein by reference.

SECTION NINE
FAILURE OF STATE TO APPROVE CAPITAL LEVY

9.1 Failure of State To Approve Capital Levy. In the event the Commissioner of the Minnesota Department of Children, Families, and Learning does not approve the Lessee's application for a capital levy for lease payments sufficient to continue performance by Lessee of the annual lease payment, then this lease shall be terminated as of the following June 30th, provided, however, Lessee shall pay to Lessor any Section Two rent monies which are due July 15th and January 15th in the years prior to the June 30th termination and which have not been paid. Lessee shall give notice of non-appropriation not less than sixty (60) days after adopting the resolution terminating the levy which provides the revenue to make the Section Two annual lease payment.

IN WITNESS WHEREOF, each party to this Lease Agreement has caused it to be signed on the date indicated below.

CITY OF INVER GROVE HEIGHTS, MINNESOTA

By: _____
Its: Mayor

By: _____
Its: Deputy Clerk

Dated: 12/13/99

INDEPENDENT SCHOOL DISTRICT NO. 199, INVER GROVE HEIGHTS, MINNESOTA

By: _____
Its: Chair

By: _____
Its: Clerk

Dated: 1/4/00

EXHIBIT A

LEASEHOLD RIGHTS

Lessee may conduct the following activities on the dates and times in the areas noted under the special conditions so listed:

NO.	ACTIVITY	DATES AND TIMES	AREA LEASED	SPECIAL CONDITIONS
1.	**Girl's Varsity Swim Team**	From Approximately mid-August to mid-November Daily hours from 3:00 p.m. to 6:15 p.m. Monday through Friday inclusive	Exclusive use of the lap pool and diving well during the rental period Exclusive use of the varsity locker room area during the rental period	Lessee is responsible to keep the locker room in an orderly and neat appearance
2.	**Boy' Varsity Swim Team**	From approximately late November through early March Daily hours from 3:00 p.m. to 6:15 p.m. Monday through Friday inclusive	Exclusive use of the lap pool and diving well during the rental period Exclusive use of the varsity locker room area during the rental period	Lessee is responsible to keep the locker room in an orderly and neat appearance
3.	**Synchronized Swimming**	From approximately early March through early June Daily hours from 3:00 p.m. to 6:15 p.m. Monday through Friday inclusive	Exclusive use of the lap pool and diving area during the rental period Exclusive use of the varsity locker room area during the rental period	Lessee is responsible to keep the locker room in an orderly and neat appearance

EXHIBIT A
LEASEHOLD RIGHTS
(continued)

NO.	ACTIVITY	DATES AND TIMES	AREA LEASED	SPECIAL CONDITIONS
4.	**Synchronized Swim Meets and Competitive Swim Meets**	Lessee will submit to the City a list of all "home meets" for the upcoming season as soon as the dates are set, but no later than six (6) months before the first meet date. The School District's Activities Director's Office shall submit the dates to the City Facilities Manager'' Office. Lessor shall then reserve for Lessee the dates and times for the meets.	Exclusive use of the lap pool and diving area during "home meets". Exclusive use of the varsity locker room area during "home meets."	With respect to gate revenue, Lessee shall receive the gate revenues in an amount to cover the costs of hosting the event, but not to exceed $150.00. The gate revenues in excess of (a) the costs of hosting the event or (b) $150.00, whichever is less, shall then be split equally between Lessor and Lessee. Lessor and Lessee shall annually review the actually staffing costs and adjust the $150.00 level accordingly as the parties may mutually determine. All other revenue generated by or associated with the meets, such as concessions, shall be paid to Lessor, not to Lessee.
5.	**Physical Education Swim Classes**	During the second trimester of the school year. Daily hours from 8:00 a.m. to 9:30 a.m. and from 1:30 p.m. to 3:00 p.m.	Exclusive use of the lap pool during the rental periods. Exclusive use of the varsity locker room during the rental periods.	If Lessee intends to utilize the rental periods, the School District's Activities Director's Office must notify the City Facilities Manager's Office at least six (6) months before the scheduled usage. If such notice is not given by Lessee, then the Lessee is not entitled to use the areas during such times.

EXHIBIT A
LEASEHOLD RIGHTS
(continued)

NO.	ACTIVITY	DATE AND TIMES	AREA LEASED	SPECIAL CONDITIONS
6.	**Special Events**	Three (3) special events for the Middle School; and one (1) special event for each elementary school in the District. Provided, however, the total number of special events shall not exceed eight (8). The dates and times of all special events must be coordinated with the City's Facility Manager by the District's Activities Director's Office. A schedule of the dates and times of all special events must be submitted by the District's Activities Director's Office to the City's Facility Manager at least six (6) months prior to the first scheduled event.	Exclusive use of the leisure pool area during the rental periods.	Lessee is responsible for supervision of all students and others that attend the special events. Lessor's approval of the dates and times for the special events is subject to the availability of lifeguard staff. Lessee shall pay the lifeguard costs associated with the special events.

$1280,000
= 264,000

EXHIBIT B

LEASE PAYMENTS

LEASE YEAR	SEMI-ANNUAL PAYMENT DATES AND AMOUNTS		TOTAL ANNUAL PAYMENT
1.	$110,000 (7-15-2001)	$125,000 (1-15-2002)	$235,000
2.	$110,500 (7-15-2002)	$125,500 (1-15-2003)	$236,000
3.	$111,000 (7-15-2003)	$126,000 (1-15-2004)	$237,000
4.	$111,500 (7-15-2004)	$126,500 (1-15-2005)	$238,000
5.	$112,000 (7-15-2005)	$127,000 (1-15-2006)	$239,000
6.	$112,500 (7-15-2006)	$127,500 (1-15-2007)	$240,000
7.	$113,000 (7-15-2007)	$128,000 (1-15-2008)	$241,000
8.	$113,500 (7-15-2008)	$128,500 (1-15-2009)	$242,000
9.	$114,000 (7-15-2009)	$129,000 (1-15-2010)	$243,000
10.	$114,500 (7-15-2010)	$129,500 (1-15-2011)	$244,000
11.	$115,000 (7-15-2011)	$130,000 (1-15-2012)	$245,000

EXHIBIT B
LEASE PAYMENTS
(continued)

LEASE YEAR	SEMI-ANNUAL PAYMENT DATES AND AMOUNTS		TOTAL ANNUAL PAYMENT
12.	$115,500 (7-15-2012)	$130,500 (1-15-2013)	$246,000
13.	$116,000 (7-15-2013)	$131,000 (1-15-2014)	$247,000
14.	$116,500 (7-15-2014)	$131,500 (1-15-2015)	$248,000
15.	$117,000 (7-15-2015)	$132,000 (1-15-2016)	$249,000
16.	$117,500 (7-15-2016)	$132,500 (1-15-2017)	$250,000
17.	$175,000 (7-15-2017)	$175,000 (1-15-2018)	$350,000
18.	$175,000 (7-15-2018)	$175,000 (1-15-2019)	$350,000
19.	$175,000 (7-15-2019)	$175,000 (1-15-2020)	$350,000
20.	$175,000 (7-15-2020)	$175,000 (1-15-2021)	$350,000

EXHIBIT C

CREDIT FOR LEASE PAYMENTS

Credit under Section 8.3 of Lease Agreement For Right of First Refusal.

In the event that the Lessor receives a bona fide offer to purchase the Aquatic And Fitness Center in accordance with Section 8.1, and in the event that the Lessee exercises its right of first refusal to purchase in accordance with Section 8.1, then any annual lease payments up to $250,000 annually made by the Lessee under Section Two within the current year and the preceding two years from the Lessee's notice of execution of its right of first refusal to purchase shall be credited against the purchase price on a dollar for dollar basis up to a maximum of $750,000.

Any Section Two annual lease payments in addition to those described herein will also be credited to the purchase price at a discounted amount that shall be computed by multiplying each separate yearly original amount paid by 90% and then continuing to multiply each derived amount by 90% up to the number of years between payment of the original amount and the purchase date. The number of multiplications shall be equal to the years between the payment of the original amount and the date of purchase.

AGENDA ITEM 9A

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COMMISSION ACTION**

Park & Recreation Sub Committee Reports

Meeting Date:	May 11, 2016
Item Type:	Administrative 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
X	Other

PURPOSE/ACTION REQUESTED

No action is required. Members of each sub-committee should be prepared to provide the entire commission with a brief update.

SUMMARY

The Park Commission has developed the following sub-committees which will meet on an as-needed basis:

- Development of Alternative Funding Sources
- Dog Park
- Inver Wood Golf Course
- NW Area Park Planning
- Short/Long Term Staffing Needs
- North/South Valley Park Master Plan
- Park & Recreation System Plan

AGENDA ITEM 9B

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COMMISSION ACTION**

Discussion on Municipal Utility Donation Program for the Park System

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Meeting Date:	May 11, 2016
Item Type:	Administrative 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
X	Other

PURPOSE/ACTION REQUESTED

The Commission is encourage to discuss a Utility Billing Donation Program for Parks which may allow City utility customers' to electively donate from their utility bill per billing period and the proceeds would be deposited in the Park Capital Replacement Fund (Fund 444) and used on future capital park improvement projects. Currently, Fund 444 has a balance of approximately $1,012,000.

SUMMARY

As the Commission is aware, the City has approximately $13,000,000 worth of park improvements in the ground (estimate is from 2010 and has been adjusted for inflation). Each year we should be trying to set aside approximately $400,000 per year for replacement of the existing park amenities. Currently, annual funding for the Park Capital Replacement Fund is as follows:

General Fund	$175,000
Capital Facilities Fund	$25,000
Host Community Fund	$25,000
Total	$225,000

Note that funding for the bituminous trails and parking lots comes from the Pavement Management Fund.

Donation Options

The City's financial software has some limitations regarding our Utility Billing functions. The system can allow us to have customers round-up their utility bill to the nearest whole dollar, but they can't round it up to the nearest $5 or any other amount. The other option is for the customer to choose a flat amount that would be added to their utility bill.

Additionally, discussion could/should also be centered on whether or not we want to consider allowing people to donate online through our registration software (MaxGalaxy).

Would providing too many options become confusing to residents etc?

Financial Impact of a Flat Donation Program

$1.00	# of Customers	Maximum Collection			Based on 60% participation		
Residential	6,975	4	$1.00	$27,900	4	$1.00	$16,740
Commercial/Multi-Family	622	12	$1.00	$7,464	12	$1.00	$4,478
Total				**$35,364**			**$21,218**

$5.00	# of Customers	Maximum Collection			Based on 10% participation		
Residential	6,975	4	$5.00	$139,500	4	$5.00	$13,950
Commercial/Multi-Family	622	12	$5.00	$37,320	12	$5.00	$3,732
Total				**$176,820**			**$17,682**

$10.00	# of Customers	Maximum Collection			Based on 3% participation		
Residential	6,975	4	$10.00	$279,000	4	$10.00	$8,370
Commercial/Multi-Family	622	12	$10.00	$74,640	12	$10.00	$2,239
Total				**$353,640**			**$10,609**

Financial Impact of a Utility Round Up Program

$1.00	# of Customers	Maximum Collection			Based on 60% participation		
Residential	6,975	4	$0.99	$27,621	4	$0.99	$16,573
Commercial/Multi-Family	622	12	$0.99	$7,389	12	$0.99	$4,433
Total				**$35,010**			**$21,006**

Enrollment Options

Opt-In Program - Customer enrollment in the program is at the discretion of the customer, customers that choose to participate will sign up through the Utility Billing Department.

Opt-Out Program – All customers are enrolled in the program automatically and individual customers have to contact the Utility Billing Department to "Opt Out".

Name of the Program

The development of the name and logo for the program will be important to help raise awareness and market the program. Marketing of the program can be done on the actual utility bill, web site, InSights Newsletter, Park & Recreation Brochure, email, and social media. Some potential names may include:

- Preserve Our Parks
- Fund Our Parks
- Power Your Parks
- Fund the Future of Our Parks
- Pennies for Parks
- UHelp Parks

Use of Funds

Proceeds from the Utility Billing Donation Program would be deposited in the Park Capital Replacement Fund (Fund 444) annually. The Park and Recreation Commission recommends use of Fund 444 on park capital projects (shelters, playgrounds, basketball/tennis courts, etc.) as they are presented each year. Ultimately, the City Council decides which park improvement projects are approved based on resident input and Park and Recreation Commission recommendations.

AGENDA ITEM 9c

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COMMISSION ACTION**

Department Happenings

Meeting Date:	May 11, 2016
Item Type:	Administrative Presentations
Contact:	Eric Carlson – 651.450.2587
Prepared by:	Eric Carlson
Reviewed by:	Eric Carlson – Parks & Recreation

Fiscal/FTE Impact:

X	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. Item is for informational purposes and Commissioners are encouraged to ask appropriate questions.

SUMMARY

Items included:

- Department Happenings Report
- Miscellaneous

Parks & Recreation Department
Department Happenings

PARKS DIVISION

Cub Scout Pack 507 – Mason Bee Boxes

Cub Scout Pack 507 assembled Mason Bee boxes and then they installed them in River Heights Park located along Inver Grove Trail. They were able to drill and assemble ten bee boxes which was a great learning experience and also a great service project for the boys. Everyone learns something new with projects like this.

Arbor Pointe Park Open House

The Park and Recreation Department will be hosting an Open House for Arbor Pointe Park residents to talk about what the future amenities should be for Arbor Pointe Park. The Open House will be on Wednesday, May 25, 2016 from 6:00pm – 7:30pm at the Veterans Memorial Community Center in Community Room 1.

Utility Billing Donation Program

The Park Commission is working on the development of a voluntary donation program that would be run through the Utility Billing process. Proceeds from the Utility Billing Donation Program would be deposited in the Park Capital Replacement Fund (Fund 444) annually. The City Council will have a chance to review the program and the Commission's recommendation at an upcoming City Council meeting.

North/South Valley Park Master Plan Process

North Valley and South Valley Parks represent approximately 150 acres of park open space in the center of Inver Grove Heights. The two parks are divided by 70th Street (County Rd. 26) but are connected through a tunnel underneath the roadway. Many of the amenities in the park are coming to the end of their useful life and now is a great time to plan for what the future of the park will look like. The Park Commission will make a recommendation for the City Council to review at an upcoming City Council meeting.

GOLF COURSE DIVISION

Project Update

We will be meeting with the architect and contractor next week to begin to talk about project start dates, their construction plans, etc. This is important so we can begin to plan for the fall and communicate with our customers.

Parks & Recreation Department
Department Happenings

RECREATION DIVISION

Youth Volunteer Opportunities
Youth ages 12-16 will have an opportunity to volunteer with the Parks and Recreation Department with our swim lessons, programs and special events. Interested participants will need to go through an interview process with the Department in order to be considered for the program.

Adopt-A-Park Program
The Adopt-A-Park program offers an opportunity for families, groups or other organizations to adopt a park or trail segment to pick up trash April-October. There are a number of parks that are currently open for adoption. Those interested can visit the City's website at www.invergroveheights.org for more information about the program.

Huck Finn Fishing Derby
This annual fishing derby will be held on June 10 from 6:30-8 p.m. at Simley Island Pond. We will have casting competitions, contests and more. Each participant will receive a fishing goodie bag. Cost is $5 per participant.

Community Garden Plots Sold Out
The community garden plots at Salem Hills Park are once again sold out. There continues to be a strong interest and need in the community for more of this type of amenity.

Rich Valley Season Begins
The baseball/softball and soccer season has begun out at the Rich Valley Athletic Complex. The season is full again with practices, league games and tournaments through mid-October.

VMCC DIVISION

Saint Paul Farmers' Market Returns
The Saint Paul Farmers' Market will be at the Community Center on Sundays, June 19-Oct. 2 from 8am-1pm.

Teen Passport to Fitness
This program for youth ages 10-14, allows teens to use the weight room, cardio machines and attend classes as well as utilize the pools. The program begins June 13.

Summer Swim Lessons
Summer is a great time to learn how to swim! Daytime and evening lessons are offered with sessions starting in June, July and August.

Summer Learn to Skate Lessons
Learn to Skate lessons are available for ages 3 & up at all ability levels. Sessions start in June and in August.

City of Inver Grove Heights
Parks and Recreation Department
"Discover the Opportunities"

8055 Barbara Avenue • Inver Grove Heights, MN 55077 • Phone 651-450-2585 • Fax 651-450-2490 • www.ci.inver-grove-heights.mn.us

May 6, 2016

Dear Arbor Pointe Park Resident

The playground equipment in Arbor Pointe Park was installed in 1995 making the equipment 21 years old and some of you may be aware of the vandalism issues we have had with the playground equipment in the park over the last few months. According to some demographic information we have, there are approximately 150 K – 12 school-aged children living within ½ mile of the park and, of those children, approximately 75 are in grades K – 6.

The Park and Recreation Commission and City Council are interested in getting your feedback regarding what the future amenities should be for Arbor Pointe Park. We will be holding an Open House on Wednesday, May 25, 2016 from 6:00pm – 7:30pm at the Veterans Memorial Community Center, 8055 Barbara Ave., in Community Room 1 (enter door "E"). This Open House is designed for you to provide your ideas/suggestions in improvements for the park. If you cannot attend the Open House, you are encouraged to send an email to ecarlson@invergroveheights.org to let your ideas/suggestions be known.

Should you have any questions, please contact me at 651.450.2587 or email me at ecarlson@invergroveheights.org.

Sincerely,

Eric Carlson
Parks & Recreation Director
City of Inver Grove Heights

AGENDA ITEM 10

CITY OF INVER GROVE HEIGHTS **REQUEST FOR COMMISSION ACTION**

Commission Comments

Meeting Date:	May 11, 2016
Item Type:	Commission Presentations
Contact:	Eric Carlson – 651.450.2587
Prepared by:	Eric Carlson
Reviewed by:	Eric Carlson – Parks & Recreation

Fiscal/FTE Impact:

- [X] 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.