OPEN COUNCIL WORK SESSION

MUNICIPAL CENTER LOBBY CONFERENCE ROOM

1616 HUMBOLDT AVENUE, WEST ST. PAUL, MN 55118

MONDAY, JANUARY 13, 2020

5:00 P.M.

1. Roll Call

2. Review and Approve the OCWS Agenda

3. Review the Regular Meeting Consent Agenda

4. Agenda Item(s)

   A. Legislative Update - Meeting with Legislators

   B. Ice Arena Expansion / Joint Powers Agreements

      Documents:

      COUNCIL REPORT ICE ARENA EXPANSION 011320.PDF
      ATTACHMENT - ARENA EXPANSION CONCEPT PLAN.PDF
      ATTACHMENT - ICE ARENA 2015 PROJECT SPENDING AND COST SHARE.PDF
      ATTACHMENT - ARENA EXPANSION TIMELINE.PDF
      ATTACHMENT - ICE ARENA EXPANSION PROJECT COST ESTIMATE 01072020.PDF
      NOV 12 2019 - ICE ARENA EXPANSION PROPOSAL.PDF

   C. 1010 Dodd Community Arboretum

      Documents:

      COUNCIL REPORT - 1010 DODD COMMUNITY ARBORETUM.PDF
      ATTACHMENT - 1010 DODD COMMUNITY POLLINATOR GARDEN PROPOSAL.PDF
      ATTACHMENT - 1010 DODD-TOP.JPG
      ATTACHMENT - 1010 DODD-SIDE.JPG
      ATTACHMENT - 1010 DODD-FRONT.JPG

   D. Contract Extension with YMCA to Operate WSP Pool in 2020

      Documents:

      COUNCIL REPORT - CONTRACT EXTENSION WITH YMCA TO OPERATE WSP POOL IN 2020.PDF

ATTACHMENT - 2013 POOL OPERATIONS AGREEMENT.PDF

5. Adjourn

If you need an accommodation to participate in the meeting, please contact the ADA Coordinator at 651-552-4108 or email ADA@wspmn.gov at least 5 business days prior to the meeting

www.wspmn.gov EOE/AA

CITY OF WEST ST. PAUL

City Council Report

To: **Mayor and City Council**

From: **Ryan Schroeder, City Manager**

Date: **January 13, 2020**

Ice Arena Expansion Project

BACKGROUND INFORMATION:

On November 12, 2019, staff introduced a proposal of expanding the Ice Arena (see enclosed) to Council, which had been requested by two of the major customers of the facility. At that meeting, we discussed preliminary cost estimates of $1.6 million for high school locker rooms and dry floor training facility space.

Five members of Council were present at the November 12 OCWS. At this meeting consensus from members in attendance was to continue to the next step of officially contacting our prospective project partners of Mendota Heights and ISD197. We have not yet taken that step as we have refined possible project schedules, and funding requirements. At this time, our intent is to provide the most recent update on those matters.

In 2014 West St. Paul, Mendota Heights, and ISD197 entered a JPA to address maintenance needs of the Arena facility. While the agreement contemplated expenditures of $1,865,999, and each partner contributing $555,333, total costs have grown. After completion of dehumidification in 2020, it is anticipated that the Arena will have received $2,101,275 in capital investment since 2015. West St. Paul will have covered $790,609 of those costs upon completion of the 2020 improvements (or $235,276 above the original cost share; see enclosed).

Since the November OCWS, we have looked at potential project schedules. Enclosed, please find an exhibit that denotes the most aggressive of identified schedules that could result in a construction project as early as spring, 2021. This schedule assumes funding commitments from Mendota Heights, SD197, West St. Paul, Sibley Area Youth Hockey Association, The Sibley Hockey Boosters, and MAP South Hockey along with a level of fundraising success. It is also assumed that in conformance with Council policy the project approach would include avoidance of debt issuance. This approach suggests that funding partner participation would be fulfilled within the 2020-2022 timeframe.

Also enclosed is a refined project estimate, which suggests a project development cost of $2,330,000 to construct the shell space. Tenant Improvements (TI's) and furniture, fixtures, and equipment (FFE) would be in addition to this project cost. It has been discussed that the major tenants of the individual spaces would address these TI/FFE costs.

Within project costs is included reconstruction of the parking lot. A portion of the lot will be deconstructed as part of the facility expansion. It is also anticipated that the lot will be reconfigured to maximize parking and to comply with current development requirements (drainage, access, lighting,

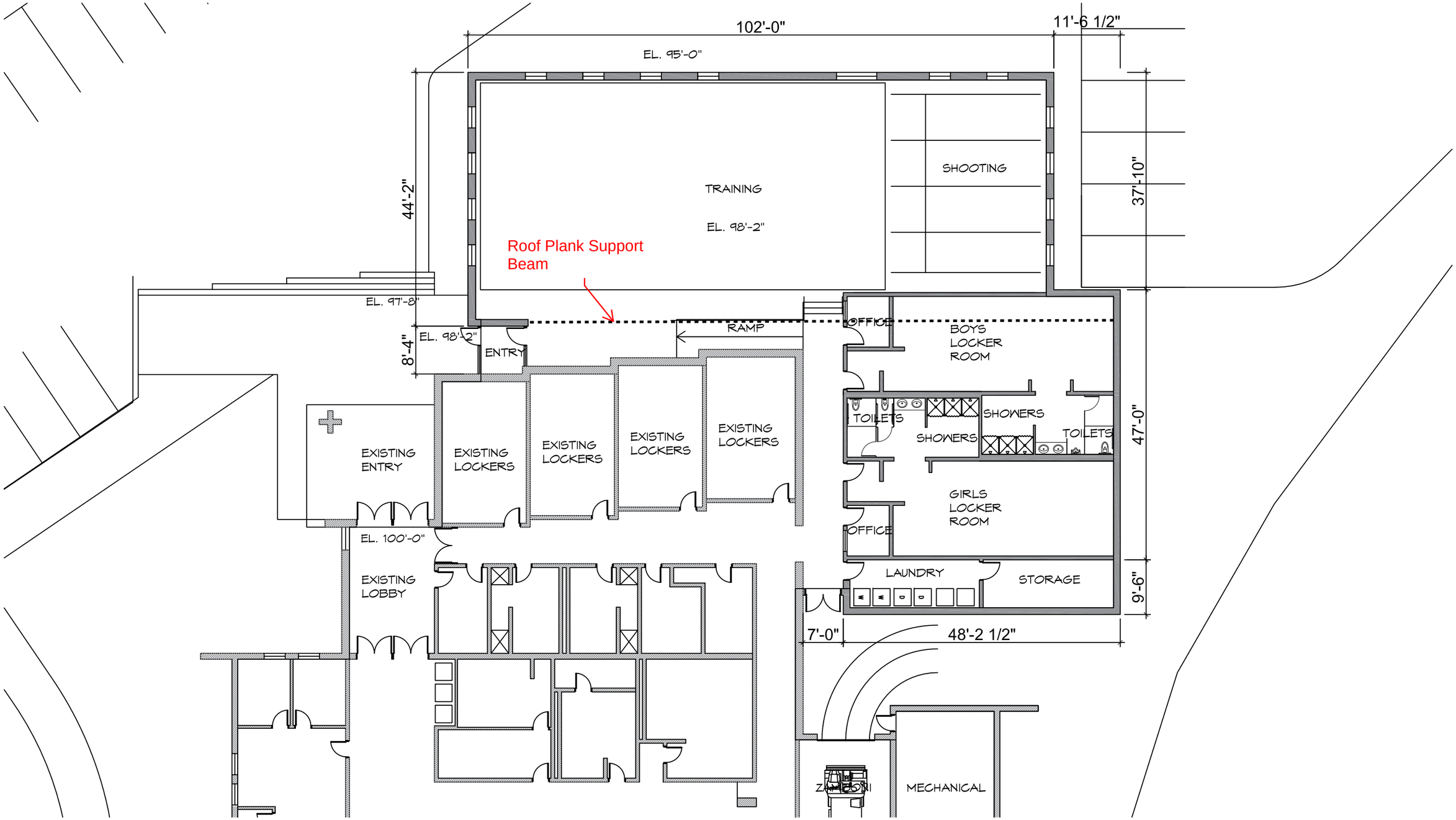
landscaping).

The total project budget includes the base project of dry floor and locker room space, plus an alternate to expand arena storage space. The process also includes a suggestion that a task force be created to afford representatives of funding partners' active participation opportunities into the final project design.

FISCAL IMPACT:

		Amount
Fund:		
Department:		
Account:		

STAFF RECOMMENDATION:
Provide Direction

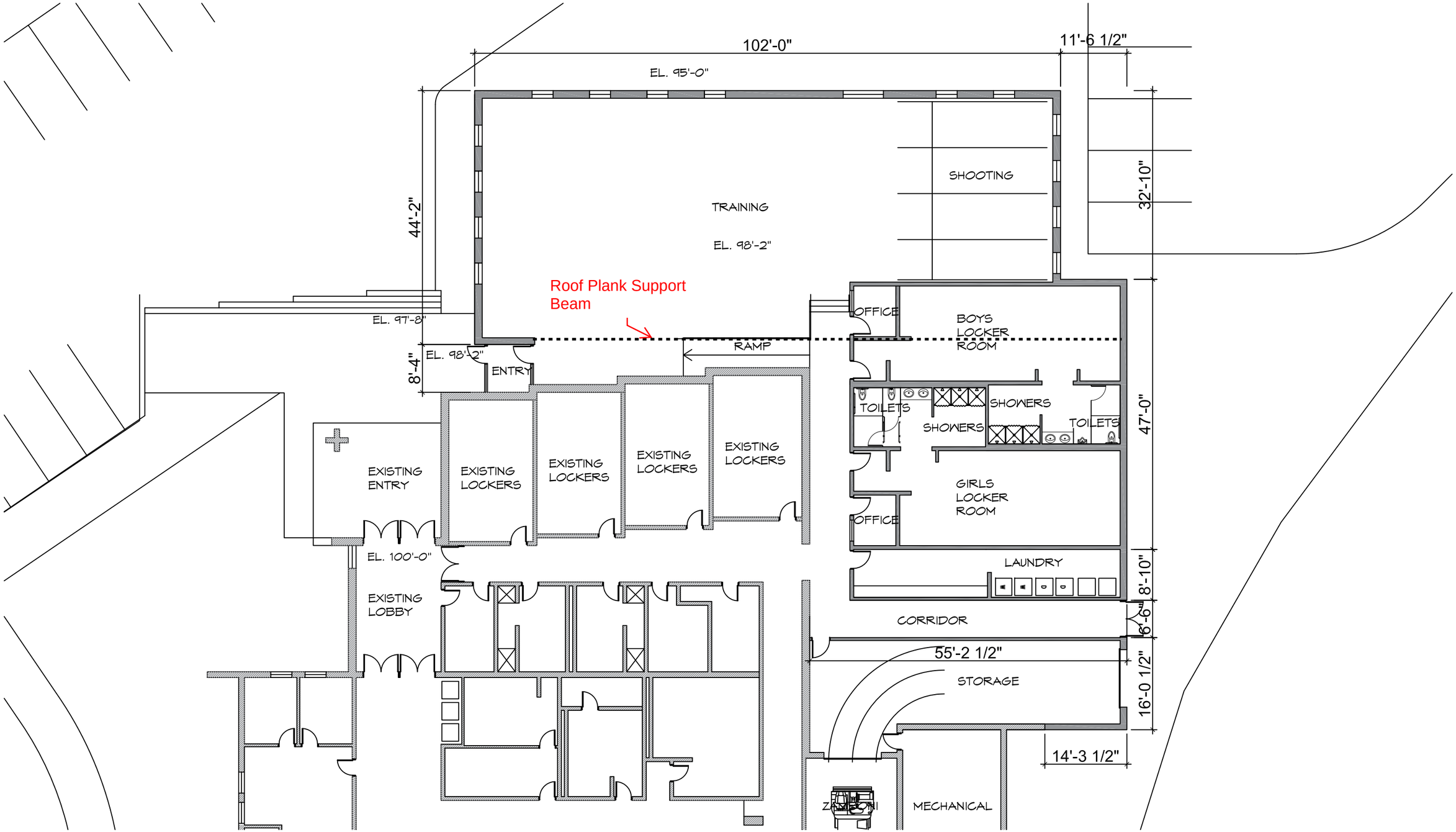


SRa
SPERIDES REINERS ARCHITECTS, INC

Interior finishes package will be released for bid in January

WEST ST PAUL ARENA - CONCEPT PLAN 9.9.2019

60 EMERSON AVE W.
WEST ST PAUL, MN 55118



Alternate #1 Pricing Option

SRa
SPERIDES REINERS ARCHITECTS, INC

WEST ST PAUL ARENA - ALTERNATE 9 9 2019

60 EMERSON AVE W.
WEST ST PAUL, MN 55118

JPA-November 1, 2014

			2015	2016	2017	2018	2019	2020	Total All Years				
Partners		Amount											
State of MN		200,000.00	200,000.00						200,000.00				
City of Mendota Heights		555,333.00	277,666.50		97,818.00	65,212.00	114,636.50		555,333.00				
School district 197		555,333.00	555,333.00						555,333.00				
WSP		555,333.00	534,325.72				81,284	175,000	790,609.72				
		1,865,999.00	1,567,325.22	-	97,818.00	65,212.00	195,920.50	175,000.00	2,101,275.72				
Arena project													
Architectural										Balance	2020	2021	2022
Roofing	Meisinger(roof patching)/Dalsin	50,000.00	10,200.00		197,569.00				207,769.00	Complete			
Exterior issues	Meisinger	60,000.00	128,228.00	12,938.00					141,166.00	Complete			
Interior Issues	Becker	36,000.00	27,312.55						27,312.55	Complete			
Bathroom Partitions	Staff						8,328		8,328.00	Complete			
Mechanical Systems									-				
Plumbing (Water Heaters)	Staff	39,000.00					13,350		13,350.00	Complete			
HVAC-2020 (dehum & rooftop)		175,000.00						175,000	175,000.00	175,000.00			
HVAC (rooftop & Coray Vac)	Kraft						44,803		44,803.00	Complete			
			72,900.00						72,900.00	Complete			
Electrical									-				
Lighting-2019 (interior LED)		46,000.00					14,803		14,803.00	Complete			
	Meisinger		16,900.00						16,900.00	Complete			
Ice System									-				
Concrete Floor		525,000.00	439,192.00						439,192.00	Complete			
Refrigeration		600,000.00	844,750.39						844,750.39	Complete			
									-				
Total		1,531,000.00	1,539,482.94	12,938.00	197,569.00		81,284.00	175,000.00	2,006,273.94				
Design		260,000.00	95,001.78						95,001.78				
Total Project Estimate		1,791,000.00	1,634,484.72	12,938.00	197,569.00	-	81,284.00		2,101,275.72				

Future projects			
Furnace	25,000.00		
Dehumidification	150,000.00		
Parking Lot			600,000.00
Total	**175,000.00**	**-**	**600,000.00**

Task	Month Jan	Feb	Mar	Apr	May	June	July	Aug	Spt	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Spt	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Spt
WSP Council Authorization	x	x																															
Joint Powers Agreements		x	x	x																													
Boosters/Map Agreements		x	x	x																													
Fundraising					x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x										
Legislative Request		x	x	x	x		x					x	x	x	x	x	x																
Board/Council Budget Approvals							x	x	x	x	x	x																					
Design Task Force					x	x	x	x	x	x	x	x	x	x																			
Architectural Selection										x																							
Facility Plans and Specs											x	x	x	x																			
Facility Bid Award															x																		
Facility Construction																x	x	x	x	x	x	x											
Parking Lot Engineering Selection																					x												
P. Lot Plans and Specs																						x	x	x									
Bid Award																									x								
P. Lot Construction																													x	x	x		
TI's/FFE																					x	x	x	x	x	x	x	x					
Facility Draws NI TI/FFE											40				40		200	210	240	270	280	340	170							240	300	2330	
Boosters/Gifts/Grants											20				20		40				80	110	25									295	
MAP/Gifts/Grants											20				20		40				80	110	25									295	
SD197																	40	70	80	90	40	40	40							80	100	580	
MH																	40	70	80	90	40	40	40							80	100	580	
WSP																	40	70	80	90	40	40	40							80	100	580	

Ice Arena Expansion Project Estimate
Estimated 9/27/19 for April 2020 Construction
Estimate for Shell does not include FFE/TI's
Inflation adjusted for 2021
FFE/TI By Others

Project Element	Estimate	Adjustment/ Inflation	Total Budget
Shell Construction	1,247,916	6%	1,322,791
Contingency	59,283	From 3% to 5%	66,140
Alternate	144,442	6%	153,109
Contingency	0	5%	7,655
SAC	49,000		55,000
Testing	NA		5,000
Elect/Heat	NA		2,000
Abatement	NA		20,000
Builders Risk	NA		2,500
Architectural	58,500	6% construction	88,554
Expenses/Public.	0		2,000
Engineering		1.5% construction	22,140
Winter Cond	NA	Not Included	0
Subtotal			1,746,889
Parking Lot	NA		580,000
Subtotal			2,326,889
Rounding			3,111
Total			2,330,000

Revenue	
SD 197	580,000
Mendota Heights	580,000
West St. Paul	580,000
MAP/Gifts/Grants	295,000
Boosters/Gifts/Grants	295,000
Total	**$ 2,330,000.00**

CITY OF WEST ST. PAUL

City Council Report

To: **Mayor and City Council**

Through: **Ryan Schroeder, City Manager**

From: **Dave Schletty, Assistant Parks & Recreation Director**

Date: **November 12, 2019**

Ice Arena Expansion Proposal

BACKGROUND INFORMATION:

On November 1, 2014, the Cities of West St. Paul and Mendota Heights and School District 197 entered a joint powers agreement to refurbish the J. Hoene Ice Arena in West. St. Paul. The project was to include improvements to roofing, mechanical, electrical, and ice refrigeration and flooring. In total, the project came in at $1,844,991.72 with contributions in the amount of $555,333 from each of Mendota Heights and SD197 along with a $200,000 Mighty Ducks grant from the state.

The 2015-2017 project was not able to complete all of the needs of the Arena. During 2019-2022, the City of West St. Paul has projected needed improvements as follows:

- Furnace: $64,000 2019-2020
- Dehumidification: $100,000 2020
- Lighting $13,000 2019
- Water heater $13,500 2019
- Parking Lot $600,000 2022

In addition to the above there has been ongoing discussions regarding the desire for permanent lockers (currently lockers are in remodeled trailers on the north side of the facility) and dry floor practice space. In 2015, Wold Architects provided a concept drawing including those improvements but had not provided cost estimating at the time. More recently, the Sibley Hockey Boosters have refined locker/dry floor concepts and have received preliminary project estimating at about $1.6 million (exclusive of above costs).

The Boosters have suggested that a significant portion of project costs can be achieved through fund raising. Council will recall that on May 13, 2019 the Boosters provided $67,000 as an initial deposit toward the project. It has been suggested that the partners of SD197, Mendota Heights and West St. Paul should amend the existing JPA to provide cost sharing for this additional project and that the Legislature should be requested to contribute as well.

Current organized youth participation (SAYHA) at the Arena is as follows:

- Mendota Heights: 217 53%
- West St. Paul: 108 27%
- Eagan: 42 10%
- SSP, SP, IGH, Other 42 10%

Total 409 100%

Revenues into the Arena operation is as follows:

Source/Customer	2019 Budget	2020 Budget
Property Tax	-	$55,844
Other Taxes-Franchise	$155,000	$100,000
Intergovernmental	$179,848	-
Charges for Services	$216,550	$275,550

- SAYHA (ytd) $131,481
- ISD 197 (ytd) $46,618
- MAP (ytd) $39,910

Net Operating position of the Arena has been

	2017:	($80,646)
	2018:	$24,544
Proj.	2019:	$100,951
Budget	2020:	

For the Council OCWS we have invited representatives of skating interests to explain the need for the project, funding expectations, and the request for City support and participation.

FISCAL IMPACT:

		Amount
Fund:		
Department:		
Account:		

STAFF RECOMMENDATION:

Consideration the proposal to expand the Ice Arena, including partnerships and funding sources.

CITY OF WEST ST. PAUL

City Council Report

To: **Mayor and City Council**

Through: **Ryan Schroeder, City Manager**

From: **Dave Schletty, Assistant Parks & Recreation Director**

Date: **January 13, 2020**

1010 Dodd Community Arboretum

BACKGROUND INFORMATION:

At the October 28, 2019 OCWS, the City Council discussed options for the vacant lot at 1010 Dodd. The topic was forwarded to the Environmental Committee for further discussion, brainstorming and recommendations. A subcommittee was formed and the Committee has had discussions on this topic at its' last three meetings. The attached proposal has been developed and the Committee feels this is the best use for the property at this time. The proposal includes multiple raised bed pollinator gardens, the largest being a uniquely shaped Mandala garden. By definition, a mandala is "a geometric shape or pattern that symbolizes the universe; a meditation tool for creating sacred space, relaxation and focusing the mind; or a symbol used as a gateway to a spiritual journey." Mandalas are usually a circle that contain starburst, floral, wheel or spiral patterns within it. A mandala garden is simply a garden space with plants that take on this design principle. There would also be trees planted on the southern border of the property to act as a buffer with the residential properties. There would be a path or sidewalk that will dissect the property, along with picnic tables and benches to promote a community gathering space. Finally, there would be additional pollinator raised bed gardens and a welcome sign on the northeast corner. The idea would be to engage community and volunteer groups to plant and maintain sections of gardens.

If Council likes the proposal, the next steps would be to finalize plans through community engagement, create a budget, and develop a plan to gather interest and donations to fund the project.

FISCAL IMPACT:

This project, with all mentioned elements, is estimated to cost about $23,000. Staff hopes that a majority of that could be raised through cash donations as well as donations of time and materials.

STAFF RECOMMENDATION:

Provide input and direction

1010 Dodd Community Pollinator Garden Proposal

Proposal Overview

For the site at 1010 Dodd, the Environmental Committee proposes to build an elevated series of garden beds, with the centerpiece being a large, raised, mandala pollinator garden. The Committee also proposes to plant several trees along the south end of the property, which has been identified as an area less likely to be impacted by future development.

Mandala Garden Overview

The centerpiece of this proposal is a 61' raised mandala garden bed, composed in a distinct geometric pattern, with multiple pathways throughout. Pathways are present to allow for access to all spaces of the Mandala garden, as well as to provide a visually appealing presence.

There will be eight divisions of the Mandala garden, which would each be assigned to a volunteer individual or organization. Seven of them exist around the perimeter of the garden, with the eighth being a circular planter in the middle of the garden.

In total, the Mandala bed will provide 1,075 sq ft of planter bed space, and the center circle provides an additional 21sq ft, for a total of 1,096 sq ft.

Each section of the Mandala garden will have an associated plaque, which can serve two purposes:

- Educate the visitor about some of the different types of plantings, and offer information about their value in the Minnesota ecosystem.
- Provide a possible avenue for monetary sponsorships from individuals or organizations. The plaques could recognize a donor and be an incentive for sponsorship promotion.

Why a raised garden bed?

The Environmental Committee recommends a raised garden bed for two main reasons:

- To avoid potential soil issues with the site, which is likely contaminated due to past use.
- To assist with accessibility of the planter area during care and maintenance.

Mandala Garden Height Options

To provide adequate accessibility, the Environmental Committee recommends that the Mandala Garden be no less than 18" in height and no more than 3' in height, depending on construction materials and other variables.

Front Planter Area and Welcome Sign

In addition to the Mandala Garden, the Environmental Committee also proposes a front planter area, which is recommended to be raised between 1' to 2'. With a taller option, one of the ends of the planter area could be extended to provide an integrated seating option.

This front planter bed will provide an additional 149 sq ft of planter area.

A Welcome Sign is also a possibility in this area, however, due to future redevelopment, it should be post-based and easily movable.

Seating and Back Area

The Environmental Committee recommends planting several trees along the south end of the property, which is determined to be an area less likely to be impacted by future development. This would primarily be to provide some shade, as well as to serve as a natural barrier between the public area and the neighboring private property.

The Committee also recommends the placement of a few picnic tables, to help encourage picnic-style use of the space. This could be coupled with Food Truck events to provide additional engagement and use.

Lastly, the Committee proposes the placement of at least one bench, to provide a resting area for visitors and volunteers.

Pathways

The Environmental Committee recommends placement of a sidewalk within the space to provide access through the lot, picnic area, and Mandala Garden. For accessibility reasons, the Committee recommends that the main path be a paved sidewalk, while the fork leading to the Mandala Garden could be either sidewalk or a gravel / dirt path.

Additional Items to Consider

The Environmental Committee would also like to consider establishing bee or bird houses, bird baths, feeders, and the use of man-made shade structures, such as gazebos, to provide additional amenities to the area. The use of vine plants could be particularly helpful with providing structured shade while the trees are still immature.

Additional Uses of Property

The shoulder and parking area on Dodd Road could easily serve as a Food Truck location, to help bring people to the area. The Environmental Committee recommends the placement of a couple of picnic tables to facilitate this purpose. In addition, there is quite a bit of unused land on the West side of the property that would cater to picnic use.

Recommended Plantings

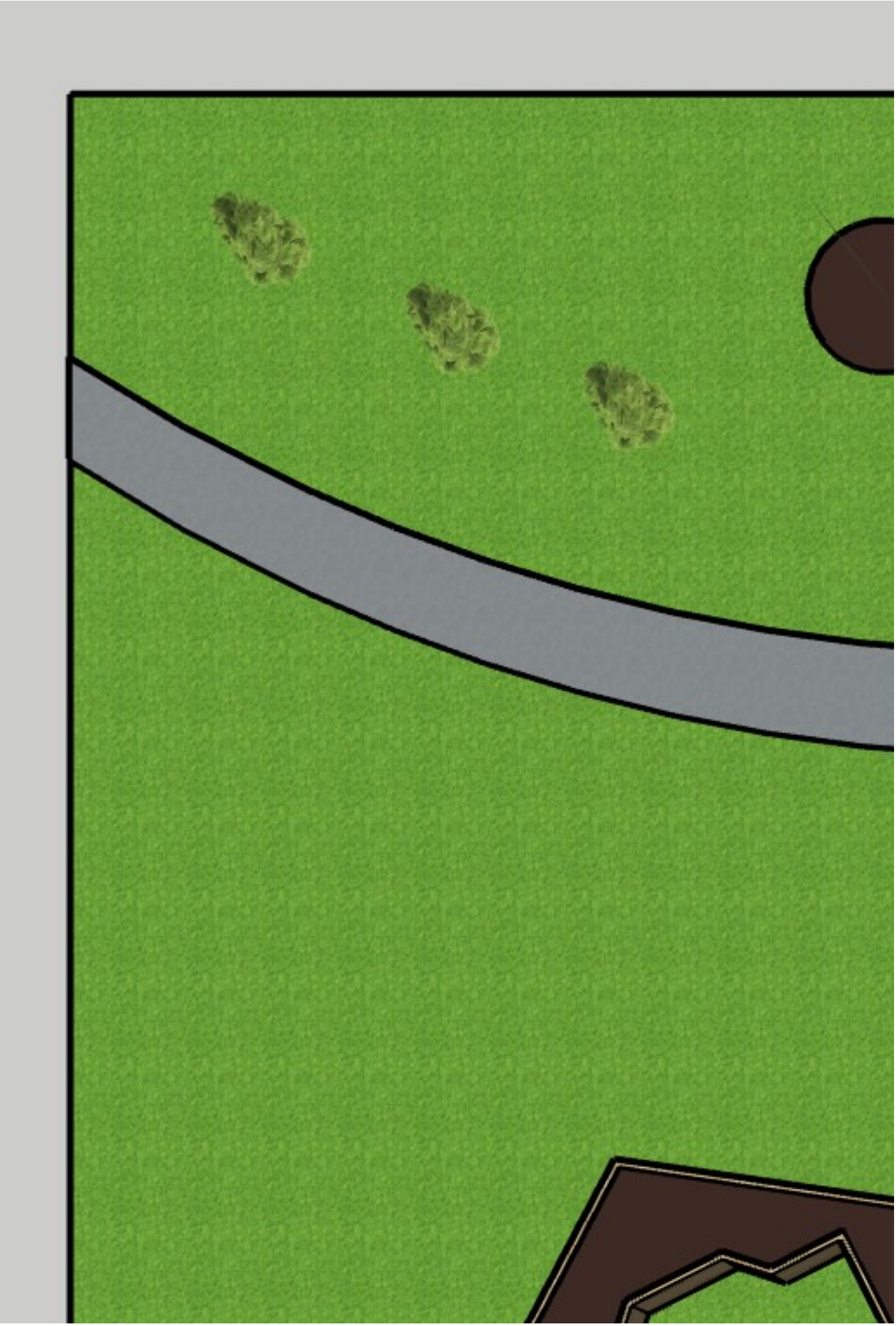
To ease in maintenance requirements, as well as provide the best opportunity for pollination, the Environmental Committee recommends that all plantings be native Minnesotan pollinators.

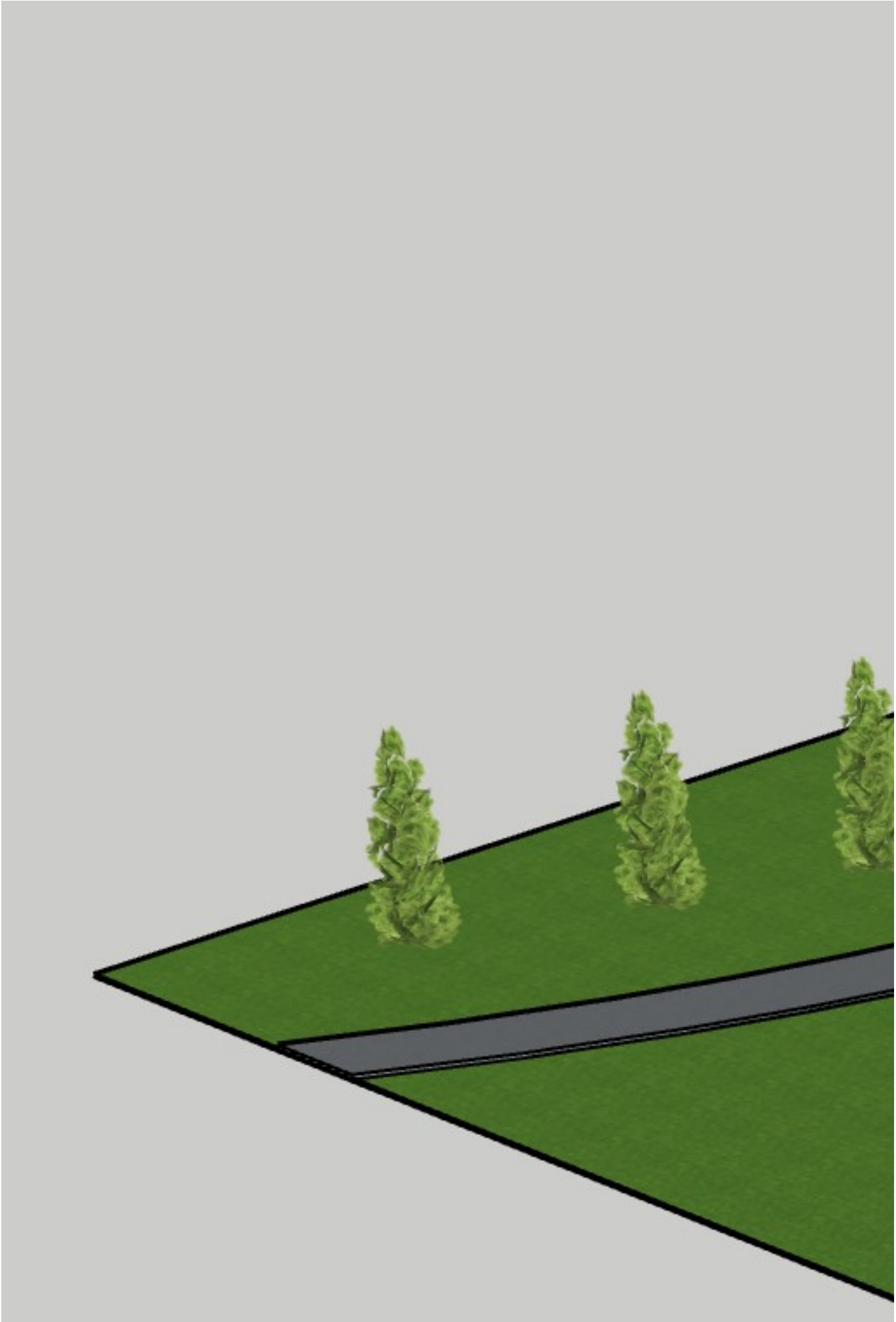
The Committee recommends a mix of different pollinator types - a mix of butterfly / bee / moth friendly flowers, and both flowers as well as berries to encourage bird presence and to help provide birds with berries during essential winter months.

The list below are several examples of a variety of plants that cater well to this purpose. This list is not exhaustive nor exclusionary, but aims to provide a variety of options available for different locations.

Common Name	**Scientific Name**	**Height**	**Reason**
Common Juniper	Juniperus communis	4’	
Canada Yew	Taxus canadensis	6’	
New Jersey Tea	Ceamptjus americanus	3’	Butterflies / bees / moths
Silverberry	Eleagnus commutata	9’	Butterflies / bees / moths
Laborador Tea	Ledum groenlandicum	3’	Butterflies / bees / moths
Broadleaf Meadowsweet	Spirea latifolia	6’	Butterflies / bees / moths
Coralberry	Symphoricarpos occidentalis	3’	Butterflies / bees / moths
Virginia Creeper	Parthenocisus quinquefolia	30’ (vine)	Hummingbirds, Orioles
Saskatoon Berry	Amelanchier alnifolia	6’	
Bartram Serviceberry	Amelanchier bartramiana	4’	
Black Huckleberry	Gaylussacia baccata	3’	Summer interest plant
Ninebark	Physocarpus opulifolius	9’	Summer interest plant
Bearberry	Arctostaphylos uva-ursi	1’	Fall interest plant
Canadian Buffaloberry	Shepherdia Canadensis	6’	Fall interest plant
Glossy Black Chokeberry	Aronia melanocarpa	10’	Winter interest plant
Pasture Rose	Rosa Carolina	7’	Winter interest plant
Sweet-scented Sumac	Rhus aromatica	5’	Winter interest plant

American Hazel	Corylus Americana	8’	Nuts and acorns
Beaked Hazel	Corylus cornuta	10’	Nuts and acorns





CITY OF WEST ST. PAUL

City Council Report

To: **Mayor and City Council**

Through: **Ryan Schroeder, City Manager**

From: **Dave Schletty, Assistant Parks & Recreation Director**

Date: **January 13, 2020**

Contract Extension with YMCA to Operate WSP Pool in 2020

BACKGROUND INFORMATION:

The City has an existing contract with the YMCA (attached), which was approved in 2013. The three year contract has a clause to automatically renew for additional one-year terms, up to five (5) years, under the terms and conditions set forth in the Agreement, unless either party gives written notice of its intent to renegotiate or not to renew to the other party. 2020 is the final year the current contract can be renewed. Staff has met with the YMCA and both parties wish to continue operating under the current contract agreement, and also agreed to begin working on a new agreement during the summer of 2020. The summer of 2019 was a bad weather season, and it reflected on the attendance at the pool, where final numbers were the worst in last 3 years. We are hopeful that numbers will increase in 2020 with better weather, additional promotion, and with the closing of the YMCA's West St Paul facility and pools.

FISCAL IMPACT:

None

STAFF RECOMMENDATION:

Staff recommends the City Council approve the contract extension with the YMCA to continue operating the WSP Pool for the 2020 season.

ATTACHMENTS:

2013 Pool Operations Agreement

POOL OPERATIONS AGREEMENT BETWEEN
WEST ST. PAUL AND YMCA OF GREATER SAINT PAUL

This Agreement ("Agreement") made this _____ day of _____, 2013 ("Effective Date") is made between the City of West St. Paul, 1616 Humboldt Avenue, West St. Paul, Minnesota 55118 ("City") and the YMCA of the Greater Twin Cities, 2125 E Hennepin Ave Suite 150, Minneapolis, MN 55413 ("YMCA").

RECITALS

WHEREAS, the City of West St. Paul desires to engage the services of the YMCA to perform the staffing, operations and management of the West St. Paul Municipal Pool; and

WHEREAS, the YMCA is experienced in providing such services and is willing to provide the personnel to perform such services in exchange for the mutual promises as set forth in this Agreement.

NOW THEREFORE, the parties mutually agree as follows:

ARTICLE 1
DEFINITIONS

The following terms, unless elsewhere specifically defined herein, shall have the following meanings as set forth below.

1.1 **City.** "City" means the City of West St. Paul, a municipal corporation.
1.2 **ISD 197**. "ISD 197" means Independent School District 197.
1.3 **Net Revenue**. "Net Revenue" means the total revenue for season passes, gate sales, all rentals, and 40% of rentals to YMCA groups, less applicable sales tax. Net Revenue shall not include concessions sales.
1.4 **Pool**. "Pool" means the outdoor swimming pool, splash pool, and bathhouse/concessions building, located at 92 West Orme, West St. Paul, Minnesota.
1.5 **Pool Season**. "Pool Season" means April 1 through September 1.
1.6 **YMCA**. "YMCA" means the YMCA of the Greater Twin Cities, a non-profit corporation.
1.7 **Net Profit**. "Net Profit" means the total revenue from concession sales, less applicable sales tax, staff costs and product expenses.

ARTICLE 2
TERM

2.1 The Term of the Agreement shall be for three (3) years, commencing on the Effective Date of this Agreement and terminating three (3) years thereafter.

2.2 This Agreement shall automatically renew for additional one-year terms, up to five (5) years, under the terms and conditions set forth in this Agreement, unless either party gives written notice of its intent to renegotiate or not to renew to the other party at least 60 days prior to the end of the initial term or any subsequent renewal term.

ARTICLE 3
FEES

3.1 The YMCA and City shall collect, deposit and retain an accurate accounting for all Net Revenue each party generates from season passes, gate sales, and rentals for the Pool. The YMCA shall retain the first $39,000 of Net Revenue that is collected from both parties during the Pool Season.

3.2 All Net Revenue generated over and above $39,000 shall be divided equally between the City and the YMCA.

3.3 After the Pool Season, the YMCA shall prepare an accounting of all Net Revenue it collected during the Pool Season and submit the accounting to the City's Finance Director by October 15.

3.4 Within 15 days after the accounting is received, the City shall provide a statement to the YMCA that:

3.4.1 Accounts for the Net Revenue the City collected during the Pool Season;

3.4.2 Provides the total Net Revenue generated by both parties during the Pool Season;

3.4.3 Determines the revenue-sharing due each party pursuant to Section 3.2; and

3.4.4 Includes any payment due to the YMCA for the YMCA's portion of the revenue-sharing.

3.5 If payment is due to the City pursuant to Section 3.2, the YMCA shall remit payment to the City within 15 days after it receives the statement from the City.

3.6 If the Net Revenue that is generated during the Pool Season is less than $39,000, the YMCA shall retain all of the Net Revenue generated for that Pool Season. The City shall not be obligated to pay the YMCA for any shortfall in Net Revenue that is less than $39,000.

3.7 The YMCA and City shall split all Net Profit generated and collected from concessions sales.

ARTICLE 4
DUTIES AND RESPONSIBILITIES

4.1 YMCA agrees to provide its own personnel and to perform the promises and services as described on Exhibit A, attached hereto and incorporated herein. Such services shall include

general management, operations and development of the Pool, as well as other services as agreed to by the parties.

4.2 City agrees to provide the promises and services as described on Exhibit B, attached hereto and incorporated herein, as well as other services as agreed to by the parties.

ARTICLE 5
INSURANCE

5.1 During the term of this Agreement, YMCA shall maintain in full force and effect the insurance coverages as required below.

5.1.1 Commercial General Liability Insurance with limits of $2,000,000 each occurrence and $3,000,000 aggregate. Such policy shall add the City as an additional insured; and

5.1.2 Worker's Compensation insurance as required by law.

5.2 YMCA shall provide the City with a certificate of insurance for the policies required in this Agreement.

ARTICLE 6
INDEMNIFICATON AND IMMUNITIES

6.1 Each party shall save and protect, hold harmless, indemnify and defend each other and each other's officers and employees, against any and all claims, causes of action, suits, liabilities, losses, charges, damages or costs and expenses, including all reasonable attorney's fees, arising from, or allegedly arising from, or resulting directly or indirectly from each indemnifying parties' own professional errors and omissions and/or negligent or willful acts or omissions, in the performance of this Agreement.

6.2 Nothing in this Agreement shall be deemed a waiver by the City of any statutory liability limits or immunities set forth in Minnesota Statutes, Chapter 466.

ARTICLE 7
TERMINATION

7.1 Either party may terminate this Agreement without cause by giving at least 60 days' advanced written notice. If terminated by the YMCA, the date of termination shall be selected to cause the least disruption to the operation of the Pool.

7.2 Either party may terminate this Agreement for failing to perform a term, condition or requirement of this Agreement by giving at least 10 days' advanced written notice to the

defaulting party. After receipt of such notice, the defaulting party shall have 10 days to cure the default.

7.3 If either party is in default and the default is such that it poses a threat to the health, safety or welfare of the citizens of West St. Paul, as reasonably determined by the non-defaulting party, the non-defaulting party may take any immediate steps it determines are necessary to cure the default, including closing the Pool. In this event, this Agreement shall terminate immediately upon notice to the defaulting party. The defaulting party shall pay all costs and expenses incurred by the non-defaulting for taking any corrective action.

ARTICLE 8
MISCELLANEOUS PROVISIONS

8.1 Notices. Any notice required to be given pursuant to this Agreement shall be made in writing and addressed as follows:

If to the City: City Manager
City of West St. Paul
1616 Humboldt Avenue
West St. Paul, MN 55118

If to YMCA: Executive Director
YMCA of the Greater Twin Cities
YMCA in West Saint Paul
150 Thompson Avenue East
West Saint Paul, MN 55118-3216

8.2 Entire Agreement. This Agreement constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations, and other agreement of any kind. There are no representations or understandings of any kind not set forth herein. Any modification of or amendment to this Agreement must be in writing and executed by both parties.

8.3 Independent Contractor Status. All services provided by the YMCA, its officers, agents and employees pursuant to this Agreement shall be provided as employees of the YMCA or as independent contractors of the YMCA and not as employees of the City for any purpose.

8.4 Assignment. This Agreement is not assignable without the mutual written agreement of the parties.

8.5 Governing Law. This Agreement shall be construed in accordance with the laws of the State of Minnesota.

8.6 Severability. If any term of this Agreement is found be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

8.7 Data Practices Compliance. All data collected by the parties pursuant to this Agreement shall be subject to the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

CITY OF WEST ST. PAUL

_____

John A. Zanmiller, Mayor

_____

Sherrie Le, Acting City Manager

YMCA OF THE GREATER TWIN CITIES

_____

By:_____

Its:_____

EXHIBIT A

DUTIES AND RESPONSIBILITIES OF YMCA

1. Operate the Pool to standards that are acceptable to both parties, utilizing its own personnel for all operations related to the Pool, including lifeguards, sales, concessions and all other services related to operation of the Pool that is contemplated by this Agreement. The YMCA will be solely responsible for hiring the personnel it deems appropriate for successful operations.

2. Expand Pool operating hours and provide at least the same number of hours as in previous years.

3. During the Pool Season, be responsible for the collection of fees for season passes, gate passes and rental of the Pool.

4. Operate the Pool for ten (10) weeks in the summer unless otherwise agreed upon by the parties in writing. The Pool will open on the Saturday following the last day of school for Dist. 197 and close on Sunday, ten weeks thereafter.

5. The YMCA will assume the on-going daily responsibility for the following:

   a. Maintenance of the Pool, including required testing and adjustments of Pool chemicals by a Certified Pool Operator to ensure its viability for use; and
   b. Daily cleaning of the bathhouse/concessions building and any outdoor seating areas.

6. Accommodate ISD 197's needs for rental of the Pool outside of daily Pool hours, as the City has done in previous years.

7. The City and YMCA will jointly promote the Pool. All sales of season passes will be sold by the YMCA, pursuant to the rental and season pass rates as established by the City, with input from the YMCA.

8. The YMCA will operate, staff and fully stock the concessions stand to provide quality service. (The City shall provide all equipment necessary for the concessions stand operations.)

9. The YMCA will cooperate with the City on management and operational decisions during the term of this Agreement.

10. The YMCA will have its insurance carrier evaluate the Pool for safety. If the insurance carrier requests any improvements and modifications that are not complied with by the City, the YMCA will have the right to terminate this Agreement pursuant to Section 7.2.

11. The YMCA will operate and staff the annual Splash Day event at the Pool, in late June each year.

EXHIBIT B

DUTIES AND RESPONSIBILITIES OF CITY

1. At least one week prior to opening the Pool, the City shall:

    a. Ensure the Pool has the maintenance, Pool supplies, equipment, and furnishings necessary to be operational;
    b. Obtain all appropriate licenses to operate the Pool;
    c. Ensure the concessions stand has the equipment necessary to be operational and obtain all appropriate permits and licenses for its operation; and
    d. Conduct staff training, with the YMCA, on proper use and care of all pool equipment and concession equipment.

2. The City agrees that the Pool will be heated to a temperature of 82 degrees for the leisure pool and 84 degrees for the splash pool.

3. The City will ensure that the Pool is equipped with the proper drains and other necessary requirements to comply with all federal, state, and local laws including, but not limited to, the Virginia Graeme Baker Pool and Safety Act and the Abigail Taylor Pool Safety Act.

4. The City will assume the on-going cost for the following:

    a. All utilities, such as phones, natural gas, trash, and electricity;
    b. All Pool chemicals;
    c. Property insurance;
    d. Property upkeep such as lawn maintenance;
    e. All appropriate fees mandated by City, federal or state law as related to the Pool; and
    f. All major maintenance repairs.

5. The City and YMCA will jointly promote the Pool. The City will work with the YMCA to establish rental and season pass rates.

6. The City will provide the YMCA with all relevant program materials, policies and procedures so that it may provide quality service.

7. The City will allow the YMCA to display temporary signage at the Pool promoting the YMCA, pursuant to City Code.

8. The City will publish and include the YMCA's information as it relates to operating the Pool in all appropriate summer brochures and on the City's website. In addition, the City will provide one-half hour per month of advertising on the digital display sign on Highway 52 between the dates of May 15 and August 15 to help promote the Pool and the YMCA.

9. YMCA members will be allowed to use the Pool at reduced rates as a privilege of YMCA membership. The cost of the reduced rates shall be established by the City, with input from the YMCA.

10. The YMCA shall be provided pre-arranged access to ball fields at the West St. Paul Sports Complex at no cost. Such pre-arranged access shall be coordinated with the City's Parks and Recreation Manager.

11. The City will provide food and drink for the annual Splash Day in late June.