



**City of North St. Paul
City Council
Special Workshop Meeting Agenda**

**June 7, 2022
5:30 PM**

The City Council Meeting will be conducted on **June 7, 2022** at 5:30 p.m. The meeting location is the City Council Chambers of City Hall, located at 2400 Margaret St., North St. Paul.

The City Council will also be meeting by interactive TV under Minn. Stat. 13D.02. Members of the public are permitted to attend the meeting in person. However, it is encouraged to participate in the meeting remotely. Instructions can be found below.

The **June 7, 2022** Zoom meeting can be accessed via:

<https://tinyurl.com/NSPCityCouncil>

(from a PC, Mac, tablet, iPhone or Android device)

or by phone at 1-929-205-6099.

Participants accessing the meeting by phone please use the following meeting ID:
84409094358

You can also watch the meeting on our YouTube channel here tinyurl.com/NSPYouTube

I. Call to Order

II. Roll Call

Council Member Thorsen
Council Member Petersen
Council Member Wong
Council Member Cole
Mayor Furlong

III. Adopt Agenda

IV. Topic(s)

- A. Arts & Culture Commission's Snowman Sculpture Initiative
- B. Community Center Informational Update

V. Other Business

VI. Adjournment

The next regularly scheduled City Council Workshop meeting is June 21, 2022



To

Honorable Mayor Furlong and City Council

Date

June 7, 2022

Agenda Placement # IV.A

Topic(s)

Subject

Arts & Culture Commission's Snowman Sculpture Initiative

Background/Facts

The Arts and Culture Commission has been discussing the possibility of creating a public sculpture program since last fall. The concept includes having snowman sculptures (dubbed "snowy") that individuals or businesses could sponsor for placement in the community. While each sculpture would be of the same design, each would be painted or decorated differently. The Arts and Culture Commission is now at the point of having enough detailed information about their proposed program to share it with the City Council.

Recommended Action

Attachments

None

Respectfully submitted,
John Stark, City Manager

**To**

Honorable Mayor Furlong and City Council

Date

June 7, 2022

Agenda Placement # IV.B

Topic(s)

Subject

Community Center Informational Update

Background/Facts

At the April 19 City Council Workshop, options for the Community Center were presented and briefly discussed. A copy of the Agenda Memorandum for that meeting is attached for your review. In summary, staff informed the Council that the costs of providing the needed maintenance and repairs that would allow the building to remain usable for the short-term (6-18 months) was likely \$1 million or more. In reality, expenditures on parts for the rooftop HVAC (\$upto \$100,000? for parts) should have been incurred earlier this year due to supply chain issues. The cost to bring the building up to acceptable standards for longer-term use would likely be over \$2 million. The largest user of the facility (Kokoro volleyball and their sub-tenants) has a lease that is set to expire on December 31 of this year; their absence would render the building approximately 75% vacant.

The purpose of tonight's discussion is not necessarily to identify the ultimate solution, but rather to continue providing relevant information so that an informed decision can be made in the future. Since the last meeting additional information has been gathered on:

- The location of other suburban community centers
- The status of the lease with Ramsey County for their Library
- Ramsey County's desire to continue operations in North St. Paul, and
- The feasibility of "surgical" demolition of only unwanted portions of the building
- Kokoro Volleyball's continuing interest in the property

Suburban Community Centers

Staff reached out to our peers in other communities to develop a list of suburban community centers (excluding those facilities that *only* offer meeting/banquet space). To the best of staff's knowledge, these communities (with their given populations) include:

Bloomington: 90,000 (senior services only – no fitness or non-senior programming)
Plymouth: 79,000

Maple Grove: 72,000
 Eagan: 68,000
 Shakopee: 44,000
 Maplewood: 41,000 (operated entirely by YMCA)
 Richfield: 39,000 (senior services only – no fitness or non-senior programming)
 Inver Grove Heights: 35,000 (parks and recreation staff of 10)
 New Brighton/St. Anthony/ISD282 (joint): 33,000 combined population
 Andover: 32,601 (operated jointly with YMCA)
 Chaska: 27,000 (large parks and recreation staff)
 Shoreview: 27,000 (large Parks and recreation staff)
 Mounds View: 13,234 (5.5 parks and recreation staff)

If North St. Paul were to operate a municipally owned community center, it would probably be among the smallest (if not the smallest) communities in the Twin Cities to do so. Currently, North St. Paul's Recreation staff consists of two Administrative Assistants who each spend about 1/3 of their time on parks and recreation responsibilities. The staff of the City, therefore, would need to be increased (likely by 4-5 FTE employees) in order to run such a facility.

Library Lease

There are a number of documents related to North St. Paul's lease of library space to Ramsey County. These documents are attached and identified as documents "A" through "H." A summary of each of these documents is as follows:

Doc #	Dated	Provisions
A	5/21/03	Agreement on the use of Library equipment in a City facility
B	1/27/04	Ramsey County Resolution approving up to \$750,000 in costs for NSP site construction
C	2/3/04	Memo to NSP City Council from City Manager Wysopal recommending approval of a Lease document (nearly identical to Document D).
D	9/28/10 – Co Sign 5/2/13- NSP Sign	<u>Joint Agreement for Lease</u> • County pays construction costs of up to \$749,889 for expansion • County pays up to \$517,000 for leasehold improvements • City will lease to County for \$1/annually for 20 years (with an optional renewal of 20 more years (12-month notice to vacate after the 20 year term regardless of renewal). • By 3/1 of each year, the parties shall jointly propose a maintenance budget • In the event of termination during the lease, NSP would need to repay the construction costs (\$749,889) plus “all furnishings, the equipment and the collection.”

		• Included the 1/27/04 Resolution as an attachment and in relation to the \$749,889 in construction costs.
E	10/1/10	Memo from Ramsey Co to NSP stating that the Lease Agreement (presumably Document C from 2/3/04) had be “recreated” and had been executed by Ramsey Co officials. The memo asked the NSP Deputy Clerk to obtain City signatures (which appears to have not occurred until 5/2/13).
F	5/2/13	Letter from NSP to Ramsey Co with fully executed Lease as attachment
G	4/30/18	Amendment to the Lease Agreement • Executed (and thus agreed to) by both NSP and Ramsey County • Identified the original date of the Lease Agreement as 9/28/10 • Added a portion of additional space to the existing lease to be utilized by Ramsey Co as “the Reading Room” • Added a “Data Closet” for use by Ramsey Co Department of Information Services • Did not otherwise alter the lease payments (\$1/yr) or duration (20 years)

Ramsey County Library Plans

City Manager Stark and Mayor Furlong met with Ramsey County Libraries Director Jake Grussing on May 13. While Mr. Grussing is fairly new to the position, and while he cannot speak on behalf of Ramsey County, he did indicate his support of satellite library branches throughout the County. He also stated that of Ramsey County's ___ library locations, only two (including North St. Paul's) are not owned by the County. Mr. Grussing seemed interested in the prospect of expanding the County's use of the building to provide additional programming. There was also a discussion about Ramsey County possibly offering some additional services at the facility. A future meeting is planned with Mr. Grussing and Jean Krueger, Director of Property Management for Ramsey County.

The Feasibility of "Surgical" Demolition of Portions of the building

Wold Architecture (who specializes in government and institutional buildings) evaluated the facility to determine whether it would be feasible to demolish portions of the building that might be harder to find uses for, while preserving the library space. The options that they considered and the outcome of their analysis was as follows (in their words):

Option A - Demo. Community Center, Keep Library Intact

In this approach we have estimated essentially "surgically" removing the majority of the Community Center areas, providing a modest addition to accommodate the necessary infrastructure and support spaces, and including the construction of new bearing walls.

Potential Project Cost \$3,100,000

Option B - Demo. Entire Community Center, Relocate Library to Existing Space (tbd)
This would include removing the Community Center in its entirety, and leaving the site as an open grassy area. Library operations would then be relocated to some existing space within the City. This would require a modest tenant improvement cost, but forego any new buildings or additions.

Potential Project Cost \$1,300,000 plus any costs associated with buying/leasing a replacement property

Option C - Demo. Entire Community Center, , Construct New Library

In this option the building would be completely removed, and a new Library would be constructed (potentially on the same site).

Potential Project Cost \$4,800,000

Kokoro Volleyball

At his request, staff recently met with RT Luczak, the owner and operator of Kokoro Volleyball. He wanted to convey his continued interest in either buying the building outright (and retaining the library as a tenant), continuing to lease the area he currently occupies until April/May 2023 or leasing only the court area of the community center for a longer term to serve as a second location to the facility he is currently constructing elsewhere.

Recommended Action

Staff is intent on providing City Council members with all of the information necessary in order to make an informed decision on the future of this facility. Please let staff know of other facts or pieces of information that you would like obtained.

Attachments

1. Attachment (1)
2. Attachment (2)

Respectfully submitted,
John Stark, City Manager



To

Honorable Mayor Furlong and City Council

Date

April 19, 2022

Agenda Placement # IV.B

Topic(s)

Subject

Community Center discussion

Background/Facts

The Community Center Building was built in 1992. Originally, the building housed City-sponsored and administered recreational programming. This programming seems to have been reduced in the 2010's and eventually halted in 2013. In 2014, Ability Academic & Athletics, a for-profit business, began leasing the majority of the building to house training/practice facilities for local youth hockey teams and clubs. Some time around 2017 +/- Kokoro Volleyball started using some of the space in the building and by 2020 was using the majority of the building. Since 2005, the building has also housed North St. Paul's branch of Ramsey County Library. The building also contains a significant fibre-optic hub used/leased by Metro-INET (who provides IT services to north/east metro communities). There is also a large electrical generator that provides emergency backup to both the community center building and to the public works facility; while that generator is freestanding, there are a number of components and controls located within the community center building.

Maintenance of this 30 year-old building has not been kept up with as it should have been and we are now at a stage where many items that could have had their lives prolonged by regular maintenance are now unrepairable and must be completely replaced. It is also possible that the building always had a "life span" of 30-40 years and may just be at the end of its life. In either case, significant portions of the building are on the verge of becoming uninhabitable without making major improvements with large price tags.

The nature and extent of the repairs will depend on whether we are trying to "limp along" for a couple more years or whether we hope to rededicate ourselves to having this existing building be a long-term asset of the city. The repairs recommended by staff are the following (highlighting indicates it is absolutely essential before autumn):

- Roof \$660,000
- Tuckpoint Brick \$555,000
- Repair EIFS \$140,000
- Window/Flashing \$234,000
- Interior Repairs \$200,000 (very preliminary estimate)
- Gym Rooftop HVAC \$200,500
- Common-area Boilers \$ unknown

These costs (with the exception of interior repairs) are based on actual estimates. There may be

an opportunity for local businesses to provide more favorable quotes on some of these items, but we have not yet received those estimates. Assuming a 20% contingency (which would be typical of projects of this size) the total cost for maintaining this facility for the next 6-18 months would be \$800,000 - \$1 million and to use the existing building any longer than 18 months would likely be over \$2 million. The Capital Improvement Plan that the City Council adopted in 2021 simply listed these costs and future sources as "TBD". In other words, there is currently no approved funding source to make improvements.

Broadly speaking, there are three options, each with some sub-options, for this building that should be evaluated:

Repair the Existing Building
Demolish the Existing Building
Partial Building Demolition

Some issues to consider with each of those options would include:

Building Repair and Continued Use: The biggest issues are identifying an adequate funding source for the repairs, finding the right user(s) for the space and determining a funding source for ongoing maintenance and repair costs.

Potential Users

- Non-profit recreation service provider (YMCA, Boys & Girls Club, etc.)
 - My initial research shows that we are too close to some existing facilities and that these users are scaling back their public/private partnerships

For-profit recreation service provider (Kokoro volleyball, trampoline park, etc.)

- This could be a temporary solution until a permanent solution is found
- This would likely be a "sub-market" lease
- Private Fitness Club -Planet Fitness, Lifetime, etc.
 - Further research is necessary
- NSP Recreation in partnership with local stakeholders (ISD 622, Ramsey Co., etc).
 - ISD 622 has expressed a willingness to partner
 - Ramsey County Library has indicated a desire to stay and perhaps expand
 - Would Metro-INET have a desire to expand their infrastructure presence?
- Is there adequate parking for any of these uses?

Funding Sources

- Legislative Funding (ISD622 is evaluating this option)
- Grants
- Existing City Funds
- Bonding
- Rental Income

Building Demolition Information

Costs:

- \$250,000 in demolition
- Buying out library lease (\$750,000?)
- Estimated \$ amount to relocate the fiber hub

1. Where to relocate
2. Public Works

- Estimated \$ amount to relocate our generator

Issues:

- A need/desire to retain a Ramsey County Library branch
- Big enough development site?

Potential Users:

- Franklin Apartments?
- New Housing Development
- Could either accommodate a library branch?

Funding Source:

- Sale of Real Estate

Partial Demolition

Issues:

- Unknown cost
- Have not determined if this would be practical (or even feasible)
- May provide some additional parking opportunities and some additional park space

What to keep:

- Library (perhaps with expansion)
- Fiber Hub
- Generator

What to get rid of:

- Gym (reduces much of the costs)
- Other common areas that would seem difficult to utilize

Recommended Action

Provide staff with additional information that would be helpful in making a decision in the future and general feed back on which option(s) to further evaluate.

Attachments

None

Respectfully submitted,
John Stark, City Manager

AGREEMENT

This Agreement is between the Ramsey County Library Board (Library) and the city of North St. Paul (City), regarding the use of Library personal property in a City facility.

The Library agrees to allow the City to use the following furniture and equipment on an "as is" basis in the City's reading room located in the North St. Paul Community Center, 2290 North First Street, North St. Paul, MN 55109, beginning May 21, 2003, until the completion of the proposed joint project or until this Agreement is cancelled by either party upon 30 days written notice. The personal property shall be transported by the City.

The property of the Library is set forth in Attachment A, which is incorporated in and made a part of this Agreement.

The Library also agrees to provide the City with the following periodicals through December 31, 2003, or the end of their renewal date, whichever occurs first.

The periodicals to be provided are set forth in Attachment B, which is incorporated in and made a part of this Agreement.

The City agrees to hold harmless and defend the Library and the County of Ramsey, their officials, officers, employees, and agents against any and all claims, lawsuits, damages arising from or allegedly arising from or related to this Agreement, including, but not limited to, the City's use of the personal property and periodicals furnished to the City under this Agreement.

Upon termination of this agreement by either party, the City shall return in good condition, normal wear and tear excepted, the periodicals, equipment, and other Library property to a location within Ramsey County designated by the Library.

Library materials may be returned by Library patrons to the North St. Paul Community Center through June 30, 2003. Community Center staff will deliver the materials to the Ramsey County

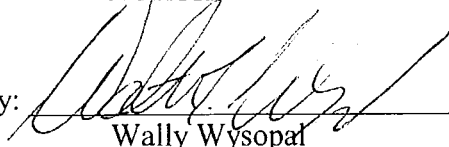
Library located at 1670 Beam Avenue, Maplewood, MN 55109, as required reasonably by the
Library.

RAMSEY COUNTY

By: 
Alice Jo Carlson
Ramsey County Library Director

Dated: 5/19/03

NORTH ST. PAUL

By: 
Wally Wysopal
North St. Paul City Manager

Dated: 21 May 2003

ATTACHMENT A

Furniture Items on Loan to the City of North St. Paul at the Community Center 5/19/2003

- 1-Atlas Table
- 3-Green Upholstered Lounge Chairs
- 1-Round Study Table
- 6-Study Chairs with Green Padded Seats
- 1-Free-Standing Pedestal Bulletin Board
- 2-Easy Book Bins (Dark Brown)
- 1-Glass-Topped Coffee Table
- 1-Wall-Mounted Magazine Rack
- 1-6 foot Table for Computers (Brown laminate, metal legs)
- 2- Wooden Kids' Chairs
- 1- Paperback Spinner

Items at the North St. Paul Reading Room

PC – Ramsey County ID: H31681
Monitor – Ramsey County ID: H45061
Keyboard
Mouse

PC – Ramsey County ID: H30613
Monitor – Ramsey County ID: H45072
Keyboard
Mouse

ID 1303		
Location N.ST.PAUL	Specific Location NS.READINGROOM	
Equipment Type PC	Equipment Name MICRON	Equipment Model CLIENT PRO 766X
Serial Number 1668858.0001	Ramsey County ID H31681	60/40 NO

Serial Numbers Initial Relationship

9135R1H07613 (H31716)

Current Problem

Port	PAC4WIN Port	IP 132.147.161.95	Printer1
Patch Port	Switch Port		Printer2
Software:	Software Description:	Software Licensing:	
Operating System	Image	Address of Shares	
RA #	Processor PII	Processor Speed 333MHZ	Shared Device No
Cost \$875.	Memory	Memory Type	Number of Shares

Vendor
MICRON

Date of Purchase	Date Received	Length of Manufacturers Warranty	Warranty Expires O	Date of Current
6/1/1999	6/7/1999			7/14/1999

Total Number of Repairs

Total Cost of Repairs

ID 3645		
Location N.ST.PAUL	Specific Location NS.READINGROOM	
Equipment Type MONITOR	Equipment Name MICRON	Equipment Model OPTIQUEST Z50
Serial Number 703001871221	Ramsey County ID H45061	60/40 NO

Serial Numbers Initial Relationship

2506657.0001 . PC (H45041)

Current Problem

Port	PAC4WIN Port	IP 132.147.161.95	Printer1
Patch Port	Switch Port		Printer2
Software:	Software Description:	Software Licensing:	
Operating System	Image	Address of Shares	
RA #	Processor	Processor Speed	Shared Device
Cost	Memory	Memory Type	Number of Shares

Vendor
MICRON

Date of Purchase	Date Received	Length of Manufacturers Warranty	Warranty Expires O	Date of Current
9/7/2000	9/14/2000	1095	9/7/2003	9/14/2000

Total Number of Repairs

Total Cost of Repairs

ID		
1515		
Location	Specific Location	
N.ST.PAUL	NS.READINGROOM	
Equipment Type	Equipment Name	Equipment Model
PC	MICRON	CLIENT PRO CS
Serial Number	Ramsey County ID	60/40
1568054.0014	H30613	NO

Serial Numbers Initial Relationship

Current Problem

from AH NET (old MP internet PC)

Port	PAC4WIN Port	IP	Printer1
		132.147.161.96	

Patch Port	Switch Port	Printer2

Software:

Software Description:

Software Licensing:

Operating Syste	Image	Address of Shares
WIN 95		

RA #	Processor	Processor Speed	Shared Device
	PII	350MHZ	No
Cost	Memory	Memory Type	Number of Shares
\$1,215.	64 MB 100		

Vendor
MICRON

Date of Purchase	Date Received	Length of Manufacturers Warranty	Warranty Expires O	Date of Current
3/3/1999	3/10/1999		3/10/2002	4/11/2003

Total Number of Repairs

Total Cost of Repairs

ID 3652		
Location N.ST.PAUL	Specific Location NS.READINGROOM	
Equipment Type MONITOR	Equipment Name MICRON	Equipment Model OPTIQUEST Z50
Serial Number 703001871224	Ramsey County ID H45072	60/40 NO

Serial Numbers Initial Relationship

2506655.0001 . PC (H45052)

Current Problem

Port	PAC4WIN Port	IP 132.147.161.96	Printer1
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Patch Port	Switch Port	Printer2
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Software:

Software Description:

Software Licensing:

Operating Syste

Image

Address of Shares

RA #

Processor

Processor Speed

Shared Device

Cost

Memory

Memory Type

Number of Shares

Vendor

MICRON

Date of Purchase	Date Received	Length of Manufacturers Warranty	Warranty Expires O	Date of Current
9/7/2000	9/14/2000	1095	9/7/2003	9/28/2002

Total Number of Repairs

Total Cost of Repairs

Resolution

Board of

Ramsey County Commissioners

Presented By Commissioner Wiessner Date January 27, 2004 No. 2004-053

Attention:

Budgeting and Accounting
Alice-Jo Carlson, Ramsey County Library

Page 1 of 2

WHEREAS, On February 5, 2003, the Library Board voted to suspend service at the Ramsey County Library in North St. Paul, effective June 1, 2003, in response to 2003 County mid-year budget reductions; and

WHEREAS, On May 21, 2003, the Library Board declared the Ramsey County Library in North St. Paul as excess property and forwarded a recommendation to the County Board to proceed with the sale of the facility; and

WHEREAS, On August 5, 2003, the Ramsey County Board of Commissioners directed the County Manager and Department of Property Management, working with the Director of the Ramsey County Library, to initiate steps necessary to sell the former Ramsey County Library building and property in North St. Paul; and

WHEREAS, The City of North St. Paul has offered space at its Community Center for a new Ramsey County Library facility in North St. Paul; and

WHEREAS, The Library Board retained the services of an architectural firm to develop cost estimates for the construction of this new library; and

WHEREAS, The Library Board approved the proposal for re-establishment of library services at the North St. Paul Community Center as part of its capital budget plan, which would give the Library a total of approximately 2,600 square feet in the newly expanded community Center by using 1,025 square feet of existing space and adding 1,575 square feet of new construction; and

WHEREAS, The estimated total project cost is \$749,889, consisting of \$517,889 in construction costs, \$200,000 of the Library collection, and \$32,000 for technology; and

RAMSEY COUNTY BOARD OF COMMISSIONERS

	<u>YEA</u>	<u>NAY</u>	<u>OTHER</u>
Tony Bennett	_____	_____	_____
Sue Haigh	_____	_____	_____
Jim McDonough	_____	_____	_____
Rafael Ortega	_____	_____	_____
Victoria Reinhardt	_____	_____	_____
Janice Rettman	_____	_____	_____
Jan Wiessner	_____	_____	_____

Victoria A. Reinhardt, Chair

(Continued)

By _____
Bonnie C. Jackelen
Chief Clerk - County Board

Resolution

Board of

Ramsey County Commissioners

Presented By Commissioner Wiessner Date January 27, 2004 No. 2004-053
Attention:

Budgeting and Accounting
Alice-Jo Carlson, Ramsey County Library

Page 2 of 2

WHEREAS, The Library Board voted to use the proceeds from the sale of the current Ramsey County Library in North St. Paul, up to the amount of total capital costs, for the construction of the new facility, and at the County Board Workshop on August 26, 2003, the Ramsey County Board of Commissioners concurred; and

WHEREAS, The proceeds from the sale of the building and property are to be placed in the Library Debt Service Fund; Now, Therefore, Be It

RESOLVED, The Ramsey County Board of Commissioners hereby approves the sale of \$750,000 in bonds to finance the design, construction, collection and technology of the new library facility at the North St. Paul Community Center in 2004; and Be It Further

RESOLVED, The Board hereby authorizes the County Manager to approve necessary budget adjustments totaling \$750,000; increasing revenues and appropriations from the sale of the bonds for the design, construction, collection and technology of the new facility at the North St. Paul Community Center; and Be It Further

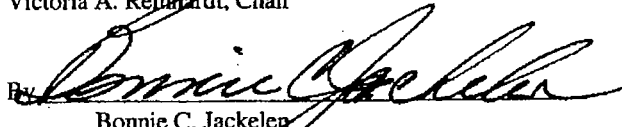
RESOLVED, The Board hereby authorizes the County Manager to execute the Joint Agreement for Lease, Financing, Operations, and Use of the Ramsey County Library Agreement on behalf of Ramsey County, once the Lease Agreement is reviewed, accepted, and signed by the Ramsey County Library, City of North St. Paul, Ramsey County Property Management, Budgeting & Accounting and the Ramsey County Attorney's Office; and

RESOLVED, The Board directs the County Manager to credit the proceeds from the sale of the former Ramsey County Library and property in North St. Paul to the Ramsey County Library Debt Service Fund to be used to defease the bonds. Any appropriations of the proceeds will be approved by the Ramsey County Board.

RAMSEY COUNTY BOARD OF COMMISSIONERS

	<u>YEA</u>	<u>NAY</u>	<u>OTHER</u>
Tony Bennett	<u>X</u>	<u> </u>	<u> </u>
Sue Haigh	<u> </u>	<u> </u>	<u>Absent</u>
Jim McDonough	<u> </u>	<u>X</u>	<u> </u>
Rafael Ortega	<u>X</u>	<u> </u>	<u> </u>
Victoria Reinhardt	<u>X</u>	<u> </u>	<u> </u>
Janice Rettman	<u>X</u>	<u> </u>	<u> </u>
Jan Wiessner	<u>X</u>	<u> </u>	<u> </u>

Victoria A. Reinhardt, Chair

By 
Bonnie C. Jackelen
Chief Clerk - County Board

M&C 04-14

February 3, 2004

FROM THE OFFICE
OF THE CITY MANAGER
CITY OF NORTH SAINT PAUL

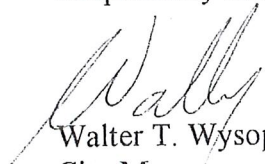
Subject: Joint Agreement with the Ramsey County Library Board for Development of the North St. Paul Community Library.

To: Honorable Mayor Sandberg and City Council

Background: The Ramsey County Board of Commissioners has authorized the sale of General Obligation Bonds to fund public improvements throughout the county. \$758,000 is earmarked for the construction of the North St. Paul Community Library located at the North St. Paul Community Center. Based on architectural estimates from last year, \$516,000 is needed to make the addition to the Community Center. The remaining monies will be used to provide books and materials for the Library. The Ramsey County Library Board will manage the Library facility. The City will provide the Library Board a twenty year lease for the Library to operate at the Community Center location. In order to secure this arrangement, the City needed to make the agreement financially attractive to the Library Board. Therefore, the cost for the lease is \$1.00 (one dollar) per year. The Library Board will have access to the Community Center's common facilities such as the restrooms and atrium area and parking lot. The City will be the lead agency on this development and therefore will have the authority to select the architect, construction manager and approve final design. Ramsey County will provide the funding for the Library portion of the project. Any improvements to the Community Center will need to be financed by the City. City staff continues to look into the possibility of such improvements. The attached agreement is presented for the Council's approval so that the City can continue to work with the County and the Library Board initiating this project.

Recommendation: It is recommended the City Council authorize the City Manager to enter into an agreement with the Ramsey County Library Board and Ramsey County for the joint lease financing operations of the Ramsey County Library at the North St. Paul Community Center based upon the City Attorney's recommendations.

Respectfully submitted,


Walter T. Wysopal,
City Manager

*Emailed to Susan
Kernity 8/20/2010.*

*Original being
re-drafted by
Ramsey County.*

JOINT AGREEMENT FOR LEASE, FINANCING, OPERATIONS, AND USE OF THE RAMSEY COUNTY LIBRARY AT THE NORTH SAINT PAUL COMMUNITY CENTER

This Agreement is made and entered into between the City of North Saint Paul, State of Minnesota, hereinafter referred to as "City of North Saint Paul"; the Ramsey County Library Board, hereinafter referred to as "Library Board"; and the County of Ramsey, State of Minnesota, hereinafter referred to as "Ramsey County."

WHEREAS, City of North Saint Paul is remodeling its Community Center; and

WHEREAS, Ramsey County, Library Board and City of North Saint Paul have recognized the need for a Public Library Facility in the City of North Saint Paul to serve area residents as part of the Ramsey County Library system; and

WHEREAS, City of North Saint Paul has indicated a willingness to enter into a joint agreement with Library Board for the ownership, financing, operations, and use of a Library Facility; and

WHEREAS, the Parties recognize that such a joint project would provide certain economies of scale for construction and operation of a Library Facility; and

WHEREAS, the Parties have reached agreement on their rights and obligations in regards to the ownership, financing, operations, and use of a Library Facility;

NOW, THEREFORE, pursuant to the authority contained in Minnesota Statutes and in consideration of the mutual covenants herein contained and the benefits that each party shall derive hereby, City North Saint Paul, Library Board and Ramsey County agree as follows:

I. PURPOSE OF THE AGREEMENT

It is the purpose of this Agreement to set forth the understanding of the Parties regarding the ownership, financing, operation, and use of the Ramsey County Library Facility within the North Saint Paul Community Center.

II. TERM OF THE AGREEMENT

This Agreement shall be effective upon execution by all parties and shall remain in full force and effect unless and until terminated pursuant to the provisions of this agreement.

III. DEFINITIONS

The following terms, as used in this Agreement, shall have the meanings:

- A. "Operating Costs" means costs incurred to maintain and operate the Facility, including building maintenance, cleaning, utilities, and building replacement costs.
- B. "Parties," means Ramsey County, Library Board and City of North Saint Paul.
- C. "Common Elements" means all portions of the Facility other than the Ramsey County Library System Parcel, and City of North Saint Paul parcel. Common Elements shall generally include all portions of the roof, floor, windows, exterior walls, janitorial, interior walls, and utilities including HVAC, water, sewer, electricity, telephone and cable lines, and parking lots.
- D. "Ramsey County Library Space" shall mean that portion of the North Saint Paul Community Center, as defined in Article IV, as delineated in the land survey prepared by the parties in accordance with Article V, paragraph E, hereof.
- E. "City of North Saint Paul Space" shall mean that portion of the North Saint Paul Community Center Facility, as defined in Article IV, and as delineated in the land survey prepared by the parties in accordance with Article V, paragraph E, hereof.

IV. RAMSEY COUNTY LIBRARY IN NORTH SAINT PAUL - PROJECT DESCRIPTION

- A. The Ramsey County Library in the North Saint Paul Community Center located at 2290 North First Street, North Saint Paul, Minnesota (55109) and legally described as: *need legal description from the City.*
- B. The Ramsey County Library in the North Saint Paul Community Center shall have approximately the following square footage and features:

*Generally described in Attachment A.
(Report from Perkins & Will)*

V. FACILITY PROJECT CONSTRUCTION FUNDING

The construction of the Facility will be funded as follows:

- A. Ramsey County Board of Commissioners has approved a total project cost of up to \$749,889. The funding sources for this project are identified in ATTACHMENT B, which is Resolution #2003-256, incorporated and made a part hereof.
- B. The Ramsey County Library shall contribute the sum of up to \$517,000 per Perkins & Will pre-design estimates for its share of the leasehold improvements.

1. The Library Board shall make quarterly progress payments to the City of North Saint Paul during the design and construction process.
 2. The Library shall make payments through invoice from the City of North Saint Paul.
- C. The Library Board will have control over the design of the Library portion.
- D. If either party, during construction of the Facility, requests changes in construction of the Library project, and such changes result in cost increases which exceed the party's contribution under this Article, the requesting party shall be solely responsible for paying for such changes, and such changes shall not be made unless and until the requesting party has forwarded to the City of North Saint Paul sufficient funds to pay for the changes.
- E. Upon substantial completion of the project, the parties will jointly select the services of a registered architect. The architect shall make use of as-built drawings to verify and record the space identified for each party and all associated common area space, including parking and access to the Library premises. The architect shall present to the parties his/her determination of the percentage of space attributable to each party's portion of the building project.

VI. TERMS OF LEASE

- A. The City of North Saint Paul shall have sole ownership, right, title and interest in the Facility.
- B. The City of North Saint Paul to lease the portion of the building designated for library use to the Ramsey County Library Board for \$1.00 annually for twenty years, with an option to renew for an additional twenty years. The parties will be entering into a separate lease agreement related to the Library premises.
- C. The Library Board shall have the exclusive right to occupy the Ramsey County Library space during the term of this agreement. The Library Board shall have the non-exclusive right to use the Common elements as delineated in the land survey prepared by the parties in accordance with Article V, paragraph E, hereof.
- D. The City of North Saint Paul shall have the exclusive right to occupy the North Saint Paul City space during the term of this agreement. The City of North Saint Paul shall have the non-exclusive right to use the Common elements as delineated in the land survey prepared by the parties in accordance with Article V, paragraph E, hereof.
- E. Each of the Parties shall properly execute any and all documents necessary to effect the provisions of this Section VI Ownership in a timely manner.

- F. Neither the Library Board nor the City of North Saint Paul may convey, transfer, sell, lease, sublease, or grant any interest in the Library portion to a non-governmental third party.

VII. FACILITY MANAGEMENT

- A. Representatives of the respective parties shall meet on a quarterly basis, or more often if necessary, to discuss the items set forth in Article VIII.
- B. Library Program Operations: The Ramsey County Library Board shall be responsible for providing library program operations at the Library Facility.

VIII. POWERS OF THE FACILITY MANAGEMENT REPRESENTATIVES

- A. The Facility Management representatives, which shall be the Ramsey County Library Director and North St. Paul City Manager, or their designees, shall have the powers and duties necessary for the care, maintenance and improvement of the Ramsey County Library Facility in the North Saint Paul Community Center. These powers shall include, without limitation, the following:
1. Operation, care, upkeep and maintenance of the Common Elements.
 2. Determination of the Common Expenses required for the affairs of the Facility, including without limitation, the operation and maintenance of the Property and reserves for repair, replacement, and improvements.
 3. Adoption, promulgation, and amendment of rules and regulations covering the details of operation and permitted use of the Property.
 4. Managing, maintaining, and repairing the Property and repairing and reconstructing the Property after damage or destruction by fire, or other casualty, or as a result of eminent domain proceedings.
- B. The day-to-day care, upkeep and maintenance of the facility shall be delegated to the City of North Saint Paul.
- C. Not later than March 1 of each calendar year, the Facility Management representatives shall jointly propose a budget for the care, upkeep, and maintenance of the Facility for the following year. The City of North Saint Paul shall be responsible for the funding of this budget.

IX. RAMSEY COUNTY LIBRARY SYSTEM FACILITY PROPERTY MANAGEMENT AND PROGRAM OPERATIONS

- A. Facility Management: The City of North Saint Paul shall provide property management services for the Facility in accordance with standards applied to the

management of other City of North Saint Paul facilities, under the direction of the North Saint Paul City Manager.

- B. Program Operations: The Library Board shall be responsible for determining library program operations at the Library Facility.

X. USE OF RAMSEY COUNTY LIBRARY

- A. General: Use of the Ramsey County Library System Facility shall be restricted to Library use only, as defined by the Library Board.
- B. Facility Use and Scheduling: Use of the Facility shall be determined by the provisions of this Agreement and by the Facility Management representatives.

XI. DISPUTE RESOLUTION

- A. If a dispute arises between the parties relating to this agreement, the parties agree to use the following procedure prior to either party pursuing other remedies;
 - 1. A meeting shall be held promptly between the parties, attended by the City Manager, and the Library Director, or his/her respective designee regarding the dispute, to attempt in good faith to negotiate a resolution to the dispute.
 - 2. If, within 30 days after such meeting, the parties have not succeeded in negotiating a resolution to the dispute, the dispute will be submitted to binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association; provided, however, that notwithstanding anything in such rules to the contrary, disputes involving any amount less than \$25,000.00 shall be submitted to a single arbitrator.

XII. GENERAL TERMS AND CONDITIONS

A. Events of Termination

- 1. This Agreement may be mutually terminated upon terms and conditions as agreed to by the Parties.
- 2. Neither party may terminate this Agreement unilaterally during the initial twenty-year period of this Agreement. Thereafter, a party may terminate this Agreement unilaterally only upon 12 months' written notice, delivered in person to the other party's highest elected official or designee.
- 3. In the event the City of North St. Paul desires to terminate the agreement, the original amount spent for construction, all furnishings, equipment and the collection will revert back to the Library Board. In the event the Library Board desires to terminate the agreement, a pro-rated portion of

the original amount spent for construction will be withheld by the City.
*Original costs for construction, furnishings, equipment and collection
are described in Attachment B.*

B. Indemnification

1. Each Party to this Agreement shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless, and defend the other, its officers and employees against any and all liability, loss, costs, damages, expenses, claims, or actions, including attorney's fees which the other, its officers and employees may hereafter sustain, incur, or be required to pay, arising out of or by reason of any act or omission of the Party, its agents, servants, or employees.
2. It is understood and agreed that each Party's liability shall be limited by the provisions of MINN. STAT. CH 466 (Tort Liability, Political Subdivisions) and other applicable law.

C. Alterations

Any alteration, variation, modification, or waiver of the provisions of this Agreement shall be valid only after it has been reduced to writing and duly signed by the parties.

D. Insurance

During the term of this Agreement, the City of North Saint Paul shall maintain property insurance on an all-risk basis on the Facility, including the contents, and will name Ramsey County as an additional insured on the policy as their interests may appear.

E. Notice

Any notice to be given under the terms of this Agreement shall be made by personal delivery or by first class mail, addressed as follows;

For Ramsey County: Ramsey County Manager
250 City Hall/Court House
15 West Kellogg Boulevard
Saint Paul, Minnesota 55101

For The City of North Saint Paul: City Manager
City of North Saint Paul
2526 East Seventh Avenue
North Saint Paul, Minnesota 55109

For the Ramsey County Library Board:
Library Board President
Ramsey County Library
4570 North Victoria Street
Shoreview, Minnesota 55126

F. Entire Agreement

It is understood and agreed that the entire Agreement between the parties is contained here and this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items referred to in this Agreement are incorporated or attached and are deemed part of this Agreement.

IN WITNESS WHEREOF, the undersigned governmental units be action of their governing bodies have caused this Agreement to be executed this ____ day of _____, 2003.

Ramsey County

By _____
Jim McDonough, Chair
Board of Commissioners

By _____
Bonnie Jackelen, Chief Clerk
Board of Commissioners

Date: _____

City of North Saint Paul

By _____
William Sandberg, Mayor
North Saint Paul

Resolution #: _____

Date: _____

Ramsey County Library Board

By _____
Matthew L. Anderson, President

Date: _____

Approval Recommended:

By _____
Alice Jo Carlson, Director
Ramsey County Library

By _____

Julio Mangine, Director
Ramsey County Property Management

Approved as to form and insurance:

By _____
Gary A. Davis,
Assistant Ramsey County Attorney

Funds are available:

Acct: _____

By _____
Ramsey County Budgeting & Accounting

MEMO

TO: Walter Wysopal, City Manager

FROM: Seldon H. Caswell, City Attorney

DATE: January 29, 2004

RE: Joint Agreement for lease, financing, operations, and use of the Ramsey County Library at the North St. Paul Community Center.

After reviewing the Agreement I note the following:

1. The Agreement generally refers to the new library as the 'facility'. But in paragraphs III. D. & E. and VI. C. & D. The Agreement uses the term 'land survey' in relation to the architect's work. I believe the correct term should be 'as - built plans'.
2. In paragraph VIII. A.2.3. & 4. the term 'the property' should be changed to 'the facility'.
3. Ramsey County approved total project cost up to \$749,889. Is this in addition to the Library Boards contribution of \$517,000?
4. Paragraph XII.D. insurance, this covers property value only. Since Paragraph VI. A. states the City will own the facility the City will have to carry liability insurance also in the facility, even though the lease with the Board should require the Board to carry liability insurance since they will have full control over the facility.
5. Paragraph XII. A.2. Termination. No termination by either parties for the first 20 years and after that time a one year notice is required. The Agreement provides that after the 21 year through the 38 year, all funds received by the City from the Library Board must be returned to the Board. However if the Board Terminates after the 21st year only a pro-rata amount must be returned. Maybe there is a reason for this that I am not aware of, but I note it for your review.

6. As for paragraph VI. C. & D. should state the use of the ' facility' by the Library Board. As stated above the phrase ' land survey' used in both C. & D., should be changed to ' as-built plans'. These changes should make the paragraph easier to understand.

Seldon H. Caswell

D

**JOINT AGREEMENT FOR LEASE, FINANCING, OPERATIONS, AND USE OF THE RAMSEY COUNTY
LIBRARY AT THE NORTH SAINT PAUL COMMUNITY CENTER**

This Agreement is made and entered into between the City of North Saint Paul, State of Minnesota, hereinafter referred to as "City of North Saint Paul"; the Ramsey County Library Board, hereinafter referred to as "Library Board"; and the County of Ramsey, State of Minnesota, hereinafter referred to as "Ramsey County."

WHEREAS, City of North Saint Paul is remodeling its Community Center; and

WHEREAS, Ramsey County, Library Board and City of North Saint Paul have recognized the need for a Public Library Facility in the City of North Saint Paul to serve area residents as part of the Ramsey County Library System; and

WHEREAS, City of North Saint Paul has indicated a willingness to enter into a joint agreement with Library Board for the ownership, financing, operations, and use of a Library Facility; and

WHEREAS, the Parties recognize that such a joint project would provide certain economies of scale for construction and operation of a Library Facility; and

WHEREAS, the Parties have reached an agreement on their rights and obligations in regards to the ownership, financing, operations, and use of a Library Facility;

NOW, THEREFORE, pursuant to the authority contained in Minnesota Statutes and in consideration of the mutual covenants herein contained and the benefits that each party shall derive hereby, City of North Saint Paul, Library Board and Ramsey County agree as follows:

I. PURPOSE OF THE AGREEMENT

It is the purpose of this Agreement to set forth the understanding of the Parties regarding the ownership, financing, operation, and use of the Ramsey County Library Facility within the North Saint Paul Community Center.

II. TERM OF THE AGREEMENT

This Agreement shall be effective upon execution by all parties and shall remain in full force and effect unless and until terminated pursuant to the provisions of this agreement.

III. DEFINITIONS

The following terms, as used in this Agreement, shall have the meanings:

- A. "Operating Costs" means costs incurred to maintain and operate the Facility, including building maintenance, cleaning, utilities, and building replacement costs.
- B. "Parties," means Ramsey County, Library Board and City of North Saint Paul.
- C. "Common Elements" means all portions of the Facility other than the Ramsey County Library System Parcel, and City of North Saint Paul Parcel. Common Elements shall generally include all portions of the roof, floor, windows, exterior walls, janitorial, interior walls, and utilities including HVAC, water, sewer, electricity, telephone and cable lines, and parking lots.
- D. "Ramsey County Library Space" shall mean that portion of the North Saint Paul Community Center, as defined in Article IV, as delineated in the land survey prepared by the parties in accordance with Article V, paragraph E, hereof.
- E. "City of North St. Paul Space" shall mean that portion of the North Saint Paul Community Center Facility, as defined in Article IV, and as delineated in the land survey prepared by the parties in accordance with Article V, paragraph E, hereof.

IV. **RAMSEY COUNTY LIBRARY IN NORTH SAINT PAUL – PROJECT DESCRIPTION**

- A. The Ramsey County Library in the North Saint Paul Community Center Located at 2290 North First Street, North Saint Paul, Minnesota (55109) and legally described as:

Parcel ID 12-29-22-31-0026

North St. Paul Proper, Ramsey Co., MN, EXCEPT Beg At NW Corner Of Blk 14 Thence S To SW Corner of Lot 8 Thence E to A L 90 Ft Nw From & Parallel With Nw L Of Seppala Blvd Thence Ne Thereon To W L Of Lot 28 Blk 2 North St. Paul Land Cos Re No 1 Thence N 18.85 Ft Thence Nw To Pt On Nw L of Blk 14 & 119.98 Ft Ne From Beg Thence To Beg; The Following Tract; Ex E 120 Ft; Lots 14 Thru 17 & All Of Lots 1 Thru 10 & 24 & Lot 25 Blk 14

Parcel ID 12-29-22-31-0028

North St. Paul Proper, Ramsey Co., MN, EXCEPT former MPLS and St Paul Suburban RY R/W; Lot 11, Block 14 and also the Public Right-of-Way within 120 feet of said property.

Parcel ID 122922310029

North St. Paul Proper, Ramsey Co., MN, Part of Lot 11 southeasterly of a line 16 feet northwesterly from and parallel with CL of MPLS and St Paul Suburban RY and all of Lot 12, Block 14 and also the Public Right-of-Way within 120 feet of said property.

Note: This legal description contains other property.

- B. The Ramsey County Library in the North Saint Paul Community Center shall have approximately the following square footage and features:

Generally described in Attachment A. (Report from Perkins & Will)

V. FACILITY PROJECT CONSTRUCTION FUNDING

The construction of the Facility will be funded as follows:

- A. Ramsey County Board of Commissioners has approved a total project cost of up to \$749,889. The funding sources for this project are identified in ATTACHMENT B, which is Resolution #2004-053, incorporated and made a part hereof.
- B. The Ramsey County Library shall contribute the sum of up to \$517,000 per Perkins & Will pre-design estimates for its share of the leasehold improvements.
1. The Library Board shall make quarterly progress payments to the City of North Saint Paul during the design and construction process.
 2. The Library shall make payments through invoice from the City of North Saint Paul.
- C. The Library Board will have control over the design of the Library portion.
- D. If either party, during construction of the Facility, requests changes in construction of the Library project, and such changes result in cost increases which exceed the party's contribution under this Article, the requesting party shall be solely responsible for paying for such charges, and such charges shall not be made unless and until the requesting party has forwarded to the City of North Saint Paul sufficient funds to pay the for the changes.
- E. Upon substantial completion of the project, the parties will jointly select the services of a registered architect. The architect shall make use of as-built drawings to verify and record the space identified for each party and all associated common area space, including parking and access to the Library premises. The architect shall present to the parties his/her determination of the percentage of space attributable to each party's portion of the building project.

VI. TERMS OF LEASE

- A. The City of North Saint Paul shall have sole ownership, right, title and interest in the Facility.
- B. The City of North Saint Paul to lease the portion of the building designated for library use to the Ramsey County Library Board for \$1.00 annually for twenty (20) years, with an option to renew for an additional twenty (20) years. The parties will be entering into a separate lease agreement related to the Library premises.
- C. The Library Board shall have the exclusive right to occupy the Ramsey County Library space during the term of this agreement. The Library Board shall have the non-exclusive right to use the Common Elements as delineated in the land survey prepared by the parties in accordance with Article V, paragraph E, hereof.
- D. The City of North Saint Paul shall have the exclusive right to occupy the North Saint Paul City space during the term of this agreement. The City of North Saint Paul shall have the non-exclusive right to use the Common Elements as delineated in the land survey prepared by the parties in accordance with Article V, paragraph E, hereof.
- E. Each of the Parties shall properly execute any and all documents necessary to effect the provisions of this Section VI Ownership in a timely manner.
- F. Neither the Library Board nor the City of North Saint Paul may convey, transfer, sell, lease, sublease, or grant any interest in the Library portion to a non-governmental third party.

VII. FACILITY MANAGEMENT

- A. Representatives of the respective parties shall meet on a quarterly basis, or more often if necessary, to discuss the items set forth in Article VIII.
- B. Library Program Operations: The Ramsey County Library Board shall be responsible for providing library program operations at the Library Facility.

VIII. POWERS OF THE FACILITY MANAGEMENT REPRESENTATIVES

- A. The Facility Management representatives, which shall be the Ramsey County Library Director and North Saint Paul City Manager, or their designees, shall have the powers and duties necessary for the care, maintenance and improvement of the Ramsey County Library Facility in the North Saint Paul Community Center. These powers shall include, without limitation, the following:

1. Operation, care, upkeep and maintenance of the Common Elements.
 2. Determination of the Common Expenses required for the affairs of the Facility, including without limitation, the operation and maintenance of the Property and reserves for repair, replacement, and improvements.
 3. Adoption, promulgation, and amendment of rules and regulations covering the details of operation and permitted use of the Property.
 4. Managing, maintaining, and repairing the Property and repairing and reconstructing the Property after damage or destruction by fire, or other casualty, or as a result of eminent domain proceedings.
- B. The day-to-day care, upkeep and maintenance of the facility shall be delegated to the City of North Saint Paul.
- C. Not later than March 1 of each calendar year, the Facility Management representatives shall jointly propose a budget for the care, upkeep, and maintenance of the Facility for the following year. The City of North Saint Paul shall be responsible for the funding of this budget.

IX. RAMSEY COUNTY LIBRARY SYSTEM FACILITY PROPERTY MANAGEMENT AND PROGRAM OPERATIONS

- A. Facility Management: The City of North Saint Paul shall provide property management services for the Facility in accordance with standards applied to the management of other City of North Saint Paul facilities, under the direction of the North Saint Paul City Manager.
- B. Program Operations: The Library Board shall be responsible for determining library program operations at the Library Facility.

X. USE OF RAMSEY COUNTY LIBRARY

- A. General: Use of the Ramsey County Library System Facility shall be restricted to Library use only, as defined by the Library Board.
- B. Facility Use and Scheduling: Use of the Facility shall be determined by the provisions of this Agreement and by the Facility Management representatives.

XI. DISPUTE RESOLUTION

- A. If a dispute arises between the parties relating to this agreement, the parties agree to use the following procedure prior to either party pursuing other remedies;

1. A meeting shall be held promptly between the parties, attended by the City Manager, and the Library Director, or his/her respective designee regarding the dispute, to attempt in good faith to negotiate a resolution to the dispute.
2. If, within thirty (30) days after such meeting, the parties have not succeeded in negotiating a resolution to the dispute, the dispute will be submitted to binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association; provided, however, that notwithstanding anything in such rules to the contrary, disputes involving any amount less than \$25,000.00 shall be submitted to a single arbitrator.

XII. GENERAL TERMS AND CONDITIONS

A. Events of Termination

1. This agreement may be mutually terminated upon terms and conditions as agreed to by the Parties.
2. Neither party may terminate this Agreement unilaterally during the initial twenty (20) year period of this Agreement. Thereafter, a party may terminate this Agreement unilaterally upon twelve (12) months' written notice, delivered in person to the other party's highest elected official or designee.
3. In the event the City of North Saint Paul desires to terminate the agreement, the original amount spent for construction, all furnishings, equipment and the collection will revert back to the Library Board. In the event the Library Board desires to terminate the agreement, a pro-rated portion of the original amount spent for construction will be withheld by the City. *Original costs for construction, furnishings, equipment and collection are described in Attachment B.*

B. Indemnification

1. Each Party to this Agreement shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless, and defend the other, its officers and employees against any and all liability, loss, costs, damages, expenses, claims, or actions, including attorney's fees which the other, its officers and employees may hereafter sustain, incur, or be required to pay, arising out of or by reason of any act or omission of the Party, its agents, servants, or employees.
2. It is understood and agreed that each Party's liability shall be limited by the provisions of MINN. STAT. CH 466 (Tort Liability, Political Subdivisions) and other applicable law.

C.

Alterations

Any alteration, variation, modification, or waiver of the provisions of this Agreement shall be valid only after it has been reduced to writing and duly signed by the parties.

D. Insurance

During the term of this Agreement, the City of North Saint Paul shall maintain property insurance on an all-risk basis on the Facility, including the contents, and will name Ramsey County as an additional insured on the policy as their interests may appear.

E. Notice

Any notice to be given under the terms of this Agreement shall be made by personal delivery or by first class mail, addressed as follows;

For Ramsey County:

Ramsey County Manager
250 City Hall/Court House
15 West Kellogg Boulevard
Saint Paul, Minnesota 55101

For the City of North Saint Paul:

City Manager
City of North Saint Paul
2526 East Seventh Avenue
North Saint Paul, Minnesota 55109

For the Ramsey County Library Board:

Library Board Chair
Ramsey County Library
4570 North Victoria Street
Shoreview, MN 55126

F. Entire Agreement

It is understood and agreed that the entire Agreement between the parties is contained here and this Agreement supersedes all oral arrangements and negotiations between the parties relating to the subject matter. All items referred to in this Agreement are incorporated or attached and are deemed part of this Agreement.

IN WITNESS WHEREOF, the undersigned governmental units by action of their governing bodies have caused this Agreement to be executed on this ____ day of _____, 2010.

Ramsey County

By Victoria Reinhardt
Victoria Reinhardt, Chair
Board of Commissioners

By Bonnie Jackelen
Bonnie Jackelen, Chief Clerk
Board of Commissioners

Date: 9/28/10
2004-053

City of North Saint Paul

By Walter T. Wysop
~~Michael R. Kuehn, Mayor~~ Walter T. Wysop
City of North Saint Paul City Manager

Resolution #: 04-023

Date: 5-2-13

Ramsey County Library Board

By Lori Anne Williams
Lori-Anne Williams, Chair

Date: 8/18/10

Approval Recommended:

By Susan M. Nemitz
Susan M. Nemitz, Director
Ramsey County Library

By Julio Mangine
Julio Mangine, Director
Ramsey County Property Management

Approved as to form and insurance:

By Gary A. Davis
Gary A. Davis,
Assistant Ramsey County Attorney

Funds are available:

Acct: 12101-650501

By Steven Kuhn
Ramsey County Budgeting & Accounting

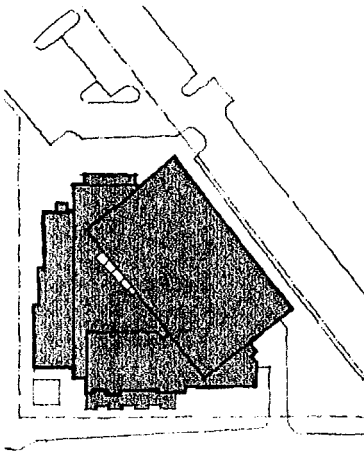


North Saint Paul Library

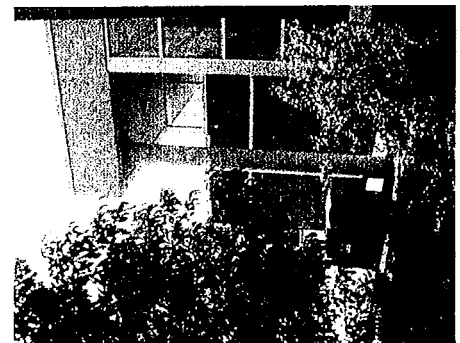
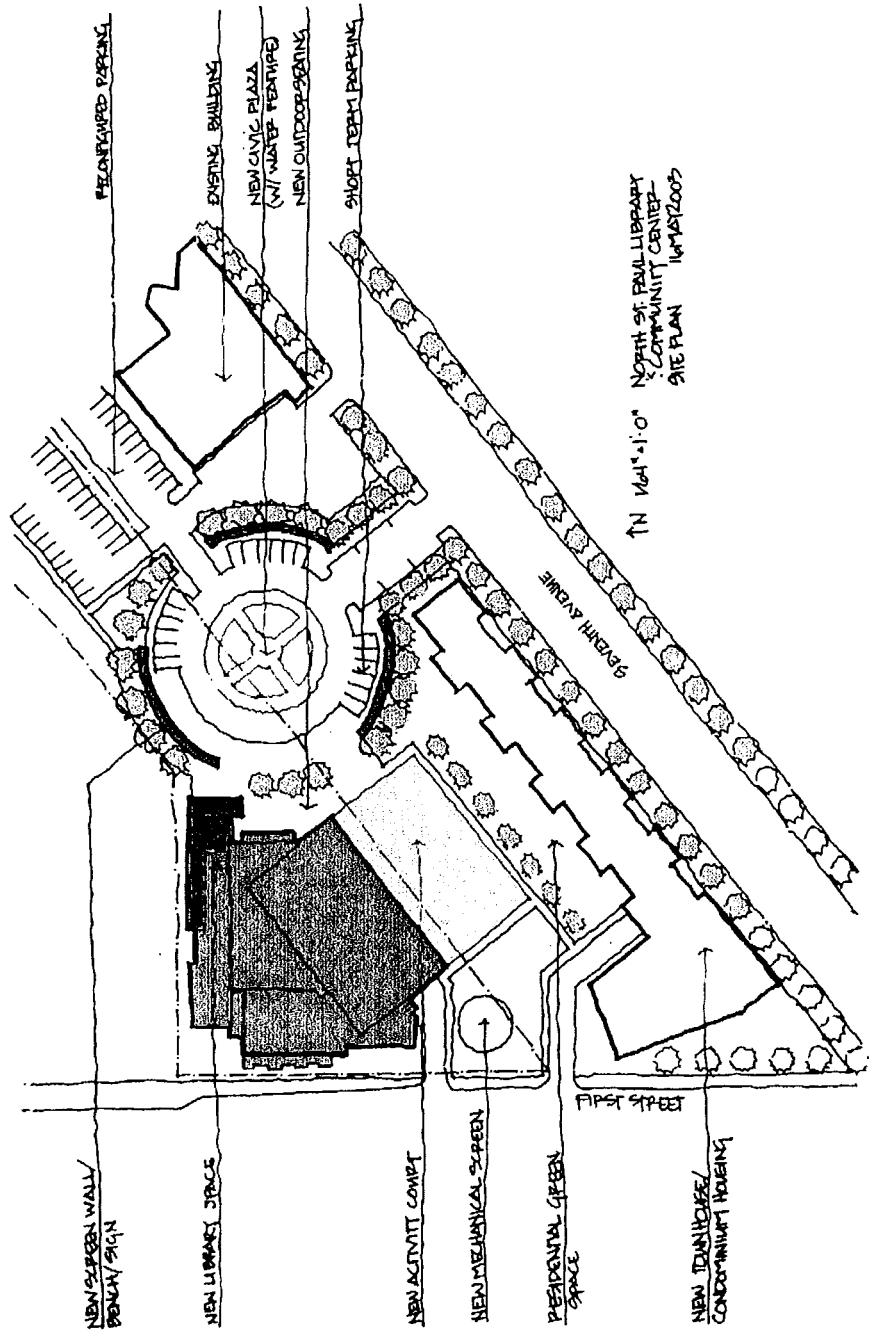
In this unique collocation option, the new 2600 square foot Library benefits from sharing support functions with the existing 38,500 square foot Community Center. Those functions include a public atrium, shared meeting room, public restrooms, parking, building security, building management and building services. Additionally, the Library benefits from the City of North Saint Paul's plans for a new coffee shop in the community center. This will be located directly across the main entry from the Library. The collocated Community Center and Library will bring added vitality to this district of North Saint Paul – helping to link housing to the civic core – which includes a new city hall two blocks to the north.

The Library will be easily accessible for pedestrians from the many new housing developments in the district. One of those is the Franklin Park Residence, directly adjacent to the Library site. Their delightfully well-landscaped grounds provide a park-like setting for views from the Library.

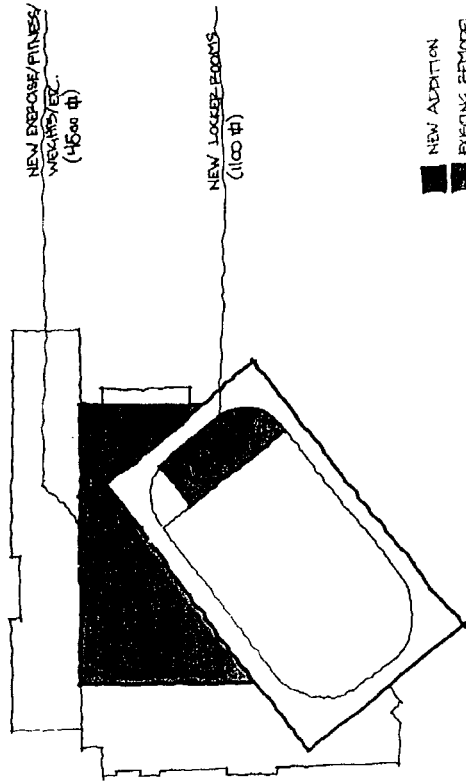
North Saint Paul :
Existing Site Plan



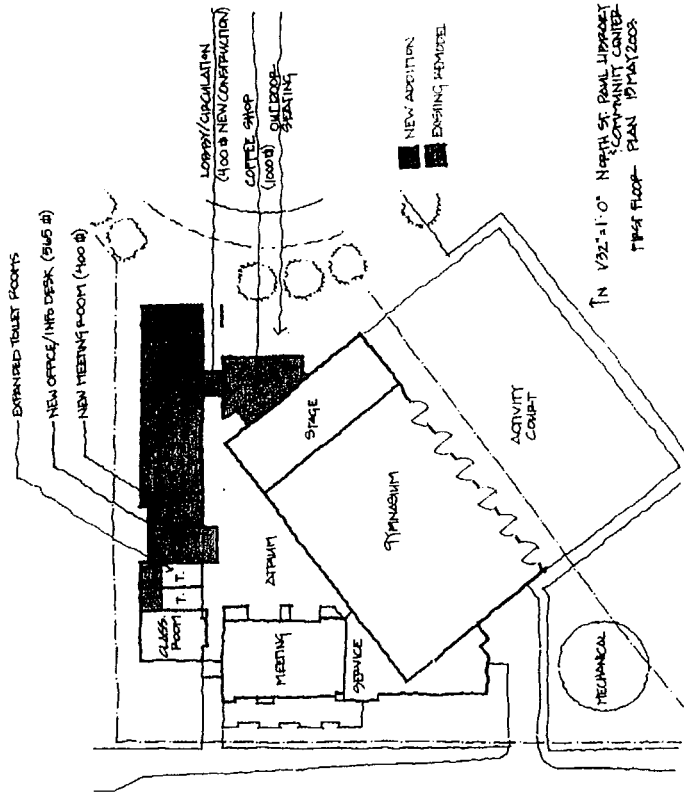
North Saint Paul :
Proposed Site Plan
Recommended Option



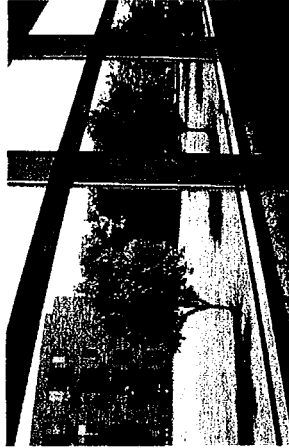
North Saint Paul Building Plan



Upper Level



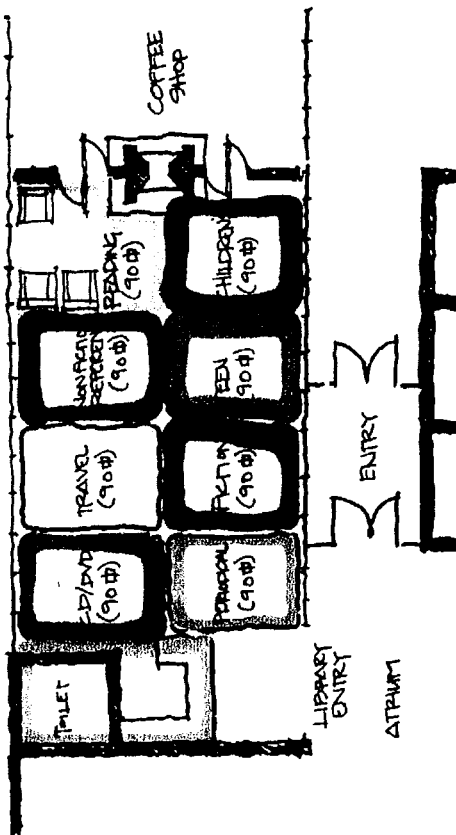
Entry Level



SITE & BUILDING CONCEPT ANALYSIS

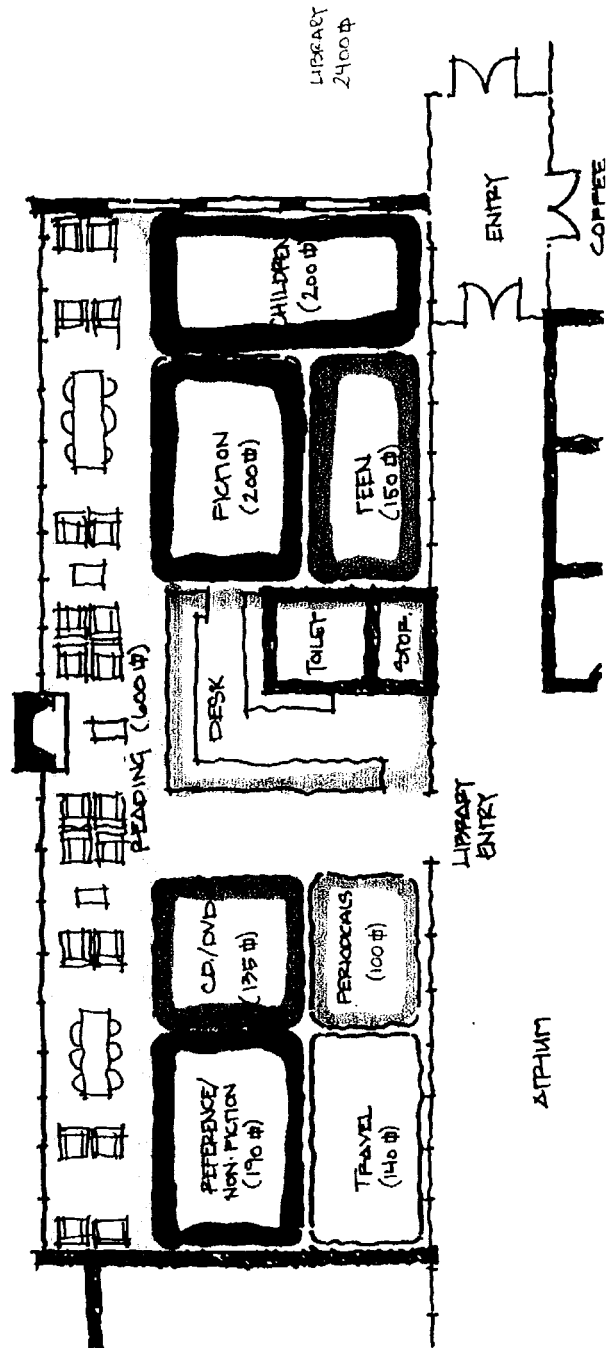
North Saint Paul :
Library Plan
Options Considered

Concept A

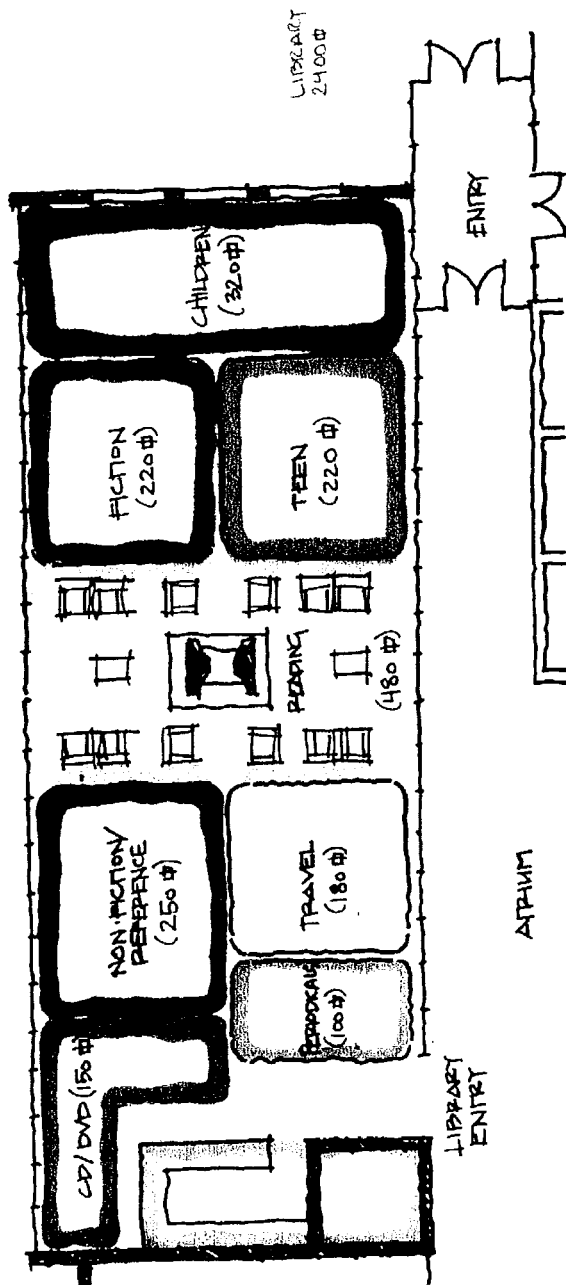


North Saint Paul :
Library Plan
Options Considered

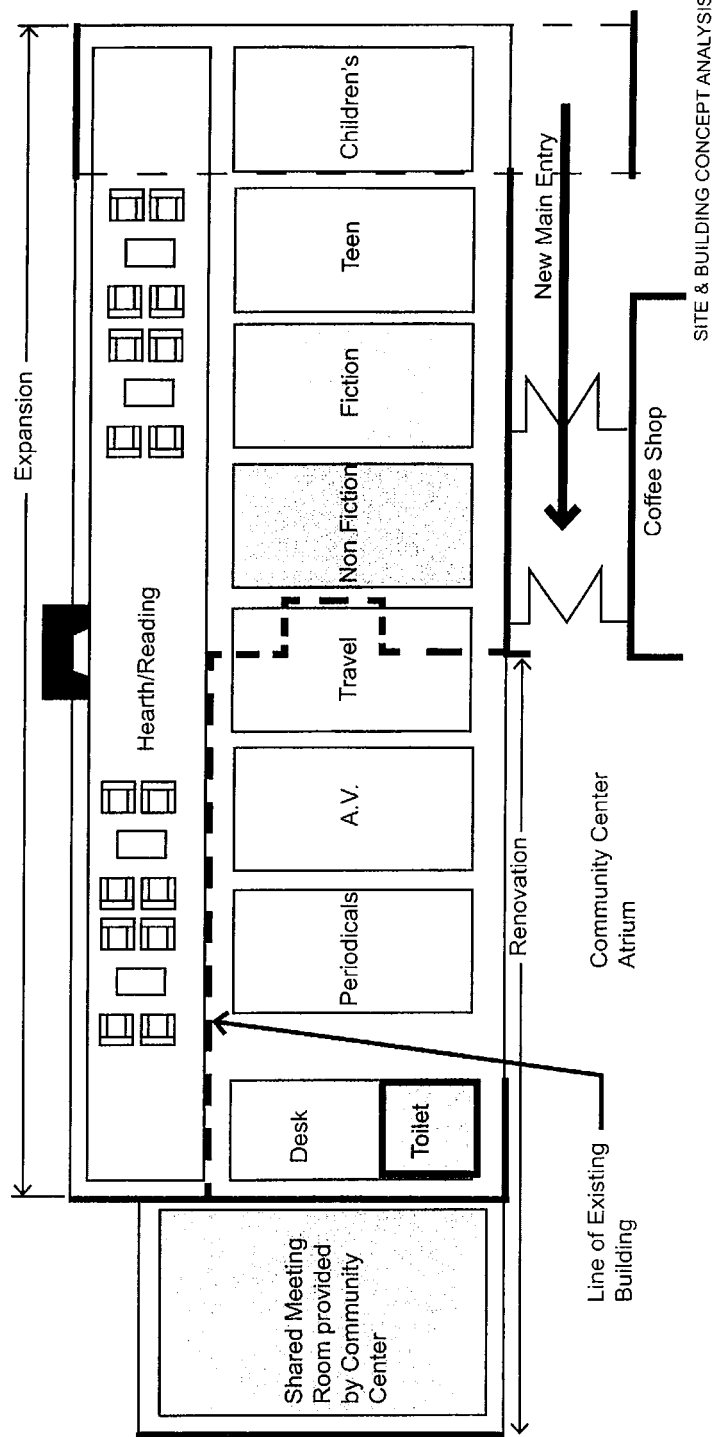
Concept B



North Saint Paul :
Library Plan
Options Considered
Concept C

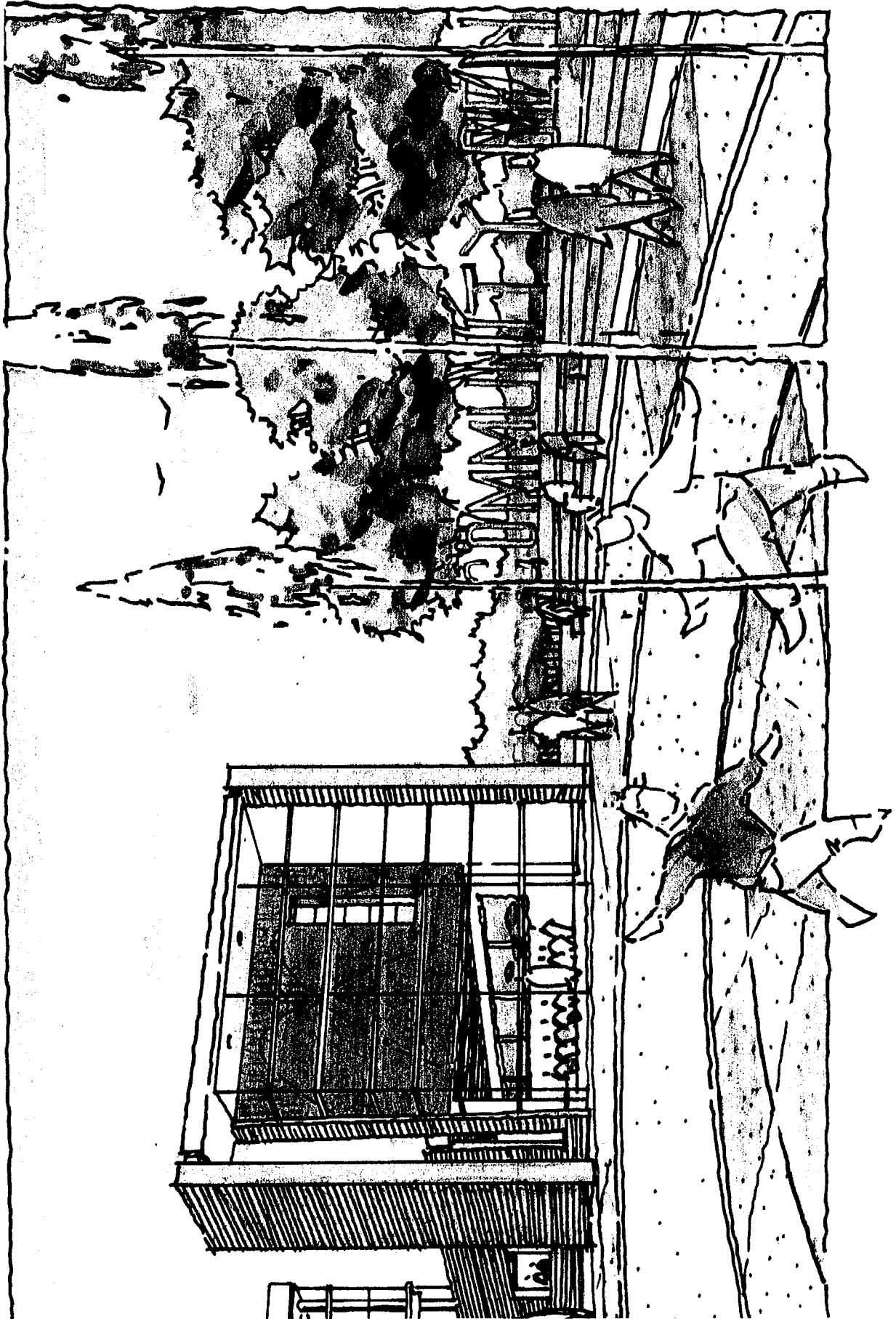


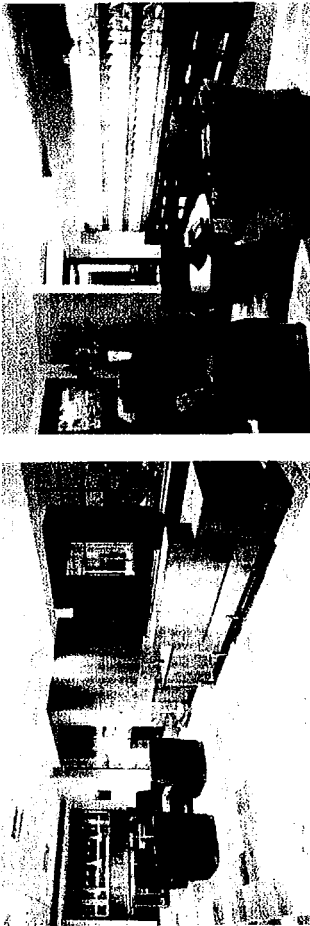
North Saint Paul :
Library Plan
Recommended Option



SITE & BUILDING CONCEPT ANALYSIS







North Saint Paul : Landscape/Site Design

Provide strong physical and visual connection to Seventh Street.
Maximize visibility of activity.

Take advantage of views to the north - green space and trees.

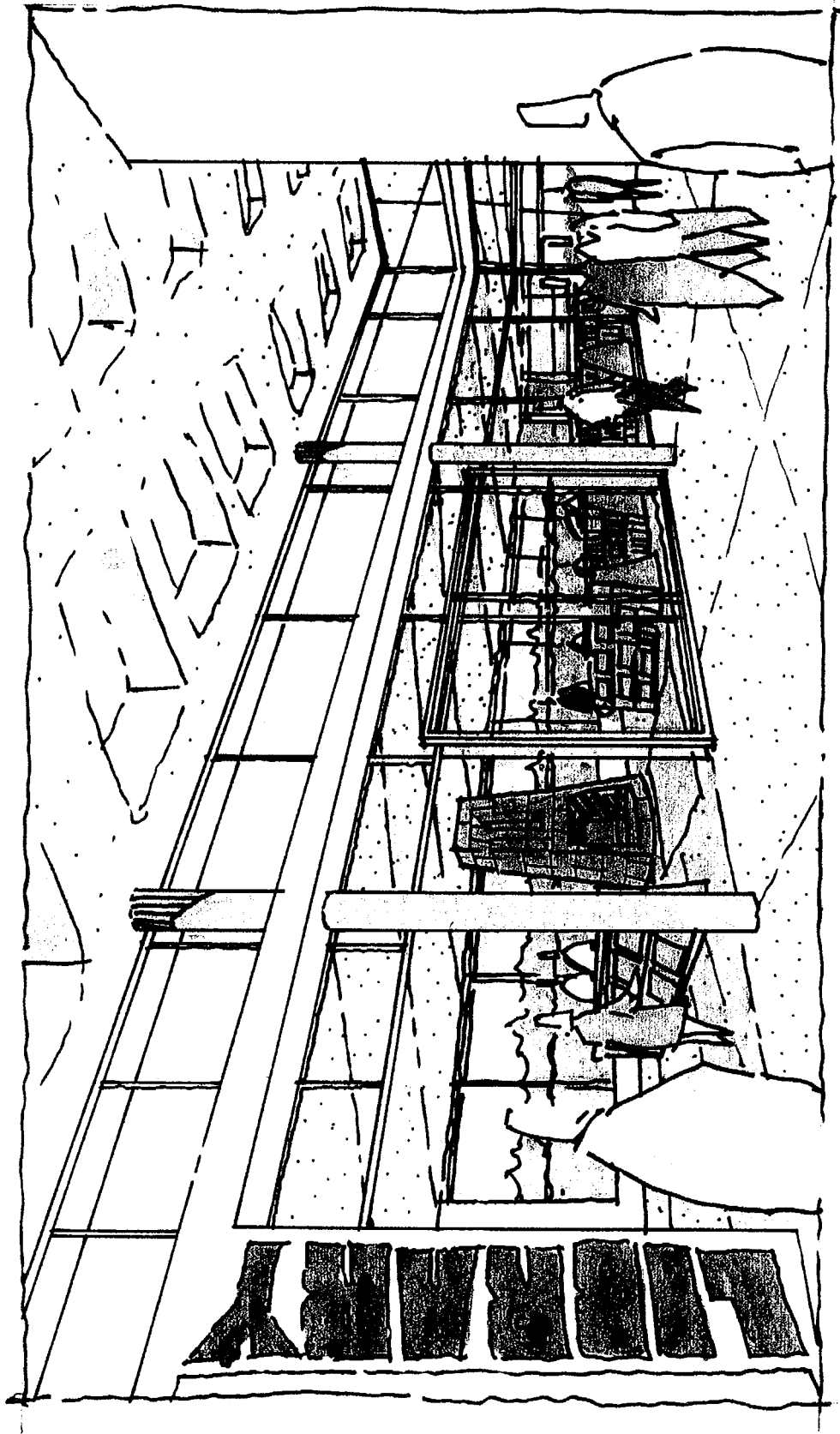
New entry portico helps link building to auto drop off courtyard and civic core.

New urban court has opportunities for screening autos with trees, monumental signage, benches, special colored paving, water features, and special lighting for atmosphere, identity, and security.

Outdoor gathering spaces might include a children's garden, exercise courts, or places to celebrate the city and county partnership with public art works. Perhaps a landscaped corridor to the new City Hall might emerge allowing the Community Center/Library and City Hall to bracket a grand public activity space inbetween.

A new civic space and plaza - outdoor space for activity and gatherings.

Coffee shop with outdoor plaza seating may bring walkers and drivers together in the core of city.



Interior view from the Community Center atrium. An oversized sliding glass door graciously invites patrons into the expanded library. Doors to the parking area will be at the right side of this image.

Resolution

Board of

Ramsey County Commissioners

Presented By Commissioner Wiessner Date January 27, 2004 No. 2004-053

Attention:

Budgeting and Accounting
Alice-Jo Carlson, Ramsey County Library

Page 1 of 2

WHEREAS, On February 5, 2003, the Library Board voted to suspend service at the Ramsey County Library in North St. Paul, effective June 1, 2003, in response to 2003 County mid-year budget reductions; and

WHEREAS, On May 21, 2003, the Library Board declared the Ramsey County Library in North St. Paul as excess property and forwarded a recommendation to the County Board to proceed with the sale of the facility; and

WHEREAS, On August 5, 2003, the Ramsey County Board of Commissioners directed the County Manager and Department of Property Management, working with the Director of the Ramsey County Library, to initiate steps necessary to sell the former Ramsey County Library building and property in North St. Paul; and

WHEREAS, The City of North St. Paul has offered space at its Community Center for a new Ramsey County Library facility in North St. Paul; and

WHEREAS, The Library Board retained the services of an architectural firm to develop cost estimates for the construction of this new library; and

WHEREAS, The Library Board approved the proposal for re-establishment of library services at the North St. Paul Community Center as part of its capital budget plan, which would give the Library a total of approximately 2,600 square feet in the newly expanded community Center by using 1,025 square feet of existing space and adding 1,575 square feet of new construction; and

WHEREAS, The estimated total project cost is \$749,889, consisting of \$517,889 in construction costs, \$200,000 of the Library collection, and \$32,000 for technology; and

RAMSEY COUNTY BOARD OF COMMISSIONERS

	<u>YEA</u>	<u>NAY</u>	<u>OTHER</u>
Tony Bennett	_____	_____	_____
Sue Haigh	_____	_____	_____
Jim McDonough	_____	_____	_____
Rafael Ortega	_____	_____	_____
Victoria Reinhardt	_____	_____	_____
Janice Rettman	_____	_____	_____
Jan Wiessner	_____	_____	_____

Victoria A. Reinhardt, Chair

(Continued)

By _____

Bonnie C. Jackelen
Chief Clerk - County Board

Resolution

Board of

Ramsey County Commissioners

Presented By Commissioner Wiessner Date January 27, 2004 No. 2004-053
Attention:

Budgeting and Accounting
Alice-Jo Carlson, Ramsey County Library

Page 2 of 2

WHEREAS, The Library Board voted to use the proceeds from the sale of the current Ramsey County Library in North St. Paul, up to the amount of total capital costs, for the construction of the new facility, and at the County Board Workshop on August 26, 2003, the Ramsey County Board of Commissioners concurred; and

WHEREAS, The proceeds from the sale of the building and property are to be placed in the Library Debt Service Fund; Now, Therefore, Be It

RESOLVED, The Ramsey County Board of Commissioners hereby approves the sale of \$750,000 in bonds to finance the design, construction, collection and technology of the new library facility at the North St. Paul Community Center in 2004; and Be It Further

RESOLVED, The Board hereby authorizes the County Manager to approve necessary budget adjustments totaling \$750,000; increasing revenues and appropriations from the sale of the bonds for the design, construction, collection and technology of the new facility at the North St. Paul Community Center; and Be It Further

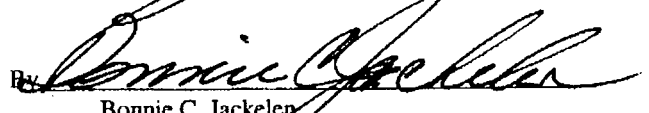
RESOLVED, The Board hereby authorizes the County Manager to execute the Joint Agreement for Lease, Financing, Operations, and Use of the Ramsey County Library Agreement on behalf of Ramsey County, once the Lease Agreement is reviewed, accepted, and signed by the Ramsey County Library, City of North St. Paul, Ramsey County Property Management, Budgeting & Accounting and the Ramsey County Attorney's Office; and

RESOLVED, The Board directs the County Manager to credit the proceeds from the sale of the former Ramsey County Library and property in North St. Paul to the Ramsey County Library Debt Service Fund to be used to defease the bonds. Any appropriations of the proceeds will be approved by the Ramsey County Board.

RAMSEY COUNTY BOARD OF COMMISSIONERS

	<u>YEA</u>	<u>NAY</u>	<u>OTHER</u>
Tony Bennett	<u>X</u>		
Sue Haigh			<u>Absent</u>
Jim McDonough		<u>X</u>	
Rafael Ortega	<u>X</u>		
Victoria Reinhardt	<u>X</u>		
Janice Rettman	<u>X</u>		
Jan Wiessner	<u>X</u>		

Victoria A. Reinhardt, Chair

By 
Bonnie C. Jackelen
Chief Clerk - County Board



Ramsey County LIBRARY

Lori-Anne Williams, Ch.
David L. Norrgard, Vice Ch.
Beverly Anlikowski, Secreta
new Anders
Paula Miel
anice Raph
berta Weltz

Library Direct
Susan M. Nem

Administrative Offices • 4570 North Victoria Street • Shoreview, Minnesota 55126-5863 • (651) 486-2200 • FAX (651) 486-2220

RECEIVED
OCT 4 2010

MEMORANDUM

TO: Mary Mills, Deputy Clerk
City of North St. Paul

FROM: Mary Larson, Business Manager
Ramsey County Library *ML*

DATE: October 1, 2010

RE: Agreement for Library in the Community Center

The agreement for lease, operations, and use of the Ramsey County Library in the North St. Paul Community Center has been re-created, and signed by the appropriate Ramsey County officials and staff. Please obtain the appropriate signature(s) from North St. Paul officials and/or staff, and keep one copy of the agreement for your records. The remaining three copies should be returned to me at the Library's Administrative Office, 4570 North Victoria Street, Shoreview, MN, 55126.

If you have any questions or need additional information, please feel free to contact me at 651-486-2203 or mlarson@rclreads.org. Thank you!

April 15, 2005

NORTH ST. PAUL READING ROOM AGREEMENT WITH RAMSEY COUNTY

City Manager Wysopal requested authorization to enter into an agreement with Ramsey County Library Board to provide materials and equipment for the North St. Paul Reading Room. The Reading Room is to be located in the East room at the Community Center. Hours of operation will reflect the hours of operation of the Community Center. The Reading Room will not require any additional city staff and will not be staffed by the county. The operations of the Reading Room will be very minimal. Magazines, newspapers and children's books will be available to be consumed on site. There will be no checkout, but there will be a book drop. The Library Board will provide magazines and newspapers through the end of this calendar year and will seek funding through the Friends of the Library to provide the cost for the materials next year. Magazine racks, bookracks, chairs, tables and computers will also be provided by the Library Board. These materials and equipment will be returned to the Library Board at the time the new North St. Paul Library opens up, tentatively scheduled for May, 2005. The grand opening of the Reading Room will be on May 21st at 5:00 P.M. and followed by the regular meeting of the Ramsey County Library Board at 7:00 P.M. Residents are encouraged to continue writing and calling Ramsey County regarding their opinions and concerns about the Library.

May 2, 2013

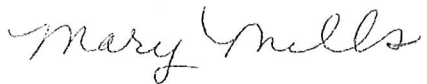
Mary Larson, Business Manager
Ramsey County Library Administrative Office
4570 North Victoria Street
Shoreview, MN 55126

RE: Agreement for Library in the Community Center

Enclosed are three fully executed agreements for lease, operations and use of the Ramsey County Library in the North St. Paul Community Center.

You may contact City Manager Walter Wysopal at 651-747-2421 or wally.wysopal@ci.north-saint-paul.mn.us if you have any questions.

Sincerely,



Mary Mills
Deputy Clerk

6

**AMENDMENT TO JOINT AGREEMENT FOR LEASE, FINANCING OPERATIONS, AND USE OF THE
RAMSEY COUNTY LIBRARY AT THE NORTH SAINT PAUL COMMUNITY CENTER**

This Amendment to Joint Agreement ("Amendment") is made as of this 4/30 day of 2018 by and between the City of North Saint Paul ("City"), Ramsey County ("County"), and the Ramsey County Library Board ("Library Board") (the "Parties").

RECITALS

- A. City, County and Library Board are the parties to the Joint Agreement For Lease, Financing, Operations, and Use of the Ramsey County Library At The North Saint Paul Community Center, dated September 28, 2010 (the "Joint Agreement").
- B. Pursuant to the Joint Agreement, the North Saint Paul Community Center Facility (the "Community Center") was developed to include and does include an area (the "Library Facility") that was developed for use as the Ramsey County Library in North Saint Paul Community Center (the "Library"), and also provides for the City to lease, and pursuant to which the City does lease, the Library Facility to the Library Board, and the Joint Agreement sets forth the Parties' agreements relating to the lease of the Library Facility to the Library Board (the "Lease").
- C. The Community Center includes space adjacent to the Library Facility that the Library uses from time to time in connection with the programs and activities of the Library. The Joint Agreement refers to and depicts the adjacent space as the "Shared Meeting Room".
- D. The Parties desire and intend that the Joint Agreement be amended to provide that the adjacent space referred to in Recital C above and depicted on attached Exhibit A and labeled as the "Shared Conference Room" be included in the area of the Library Facility leased to the Library Board for its exclusive use as part of the Library (the "Reading Room").

Now THEREFORE in consideration of the foregoing recitals and the mutual promises over covenants continued hereby, the Parties agree as follows:

- 1. Recitals. The Recitals above are incorporated herein.
- 2. Lease of the Reading Room. The Joint Agreement is amended to include within the area leased to the Library Board the space referred to herein and on attached Exhibit A as the Shared Conference Room. The space shall be referred to in the Lease as the "Reading Room".
- 3. Improvements. The Library Board accepts delivery of exclusive possession of the Reading Room in its "AS IS, WHERE IS," condition that existed on April 30, 2018. The Library Board shall have the right, at its discretion, to redecorate the Reading Room, including but not limited to painting the walls. The Library Board shall be solely

responsible for furnishing the Reading Room and the furniture shall be and remain the personal property of the Library Board.

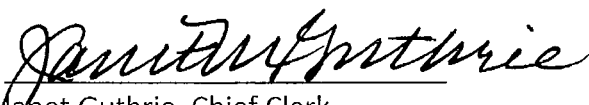
4. Use of the Reading Room. The Library Board shall use and operate the Reading Room in its sole discretion as part of the Library. The Library Board shall have sole control of access to and use of the Reading Room.
5. Data Closet. The Community Center contains a "Data Closet" or "Demarcation Room" at the location shown on attached Exhibit B. For the entire term of the Lease, the Library Board and the Ramsey County Department of Information Services ("IS"), acting on behalf of the Library Board in connection with the Library, shall have unrestricted access to the Demarcation Room to install and maintain the information services equipment serving the Library. The equipment may include a lockable server rack. The Library Board and IS shall also have the right to install cabling from the Demarcation Room to the Library Facility. Access to the Demarcation Room by Library and IS personnel shall be subject to reasonable rules and regulations of City, which rules and regulations shall not impede the reasonable needs of the Library Board to have, maintain and use the information services provided by IS to the Library.
6. Amendment. Except as specifically provided in this Amendment, the terms and conditions of the Joint Agreement and Lease are in full force and effect and are not modified or changed, and the terms, conditions obligations and agreements by the parties with respect to the Library Facility shall apply to, and include the Reading Room.

In WITNESS WHEREOF, the parties have executed this Amendment to be effective the date first written above.

Ramsey County

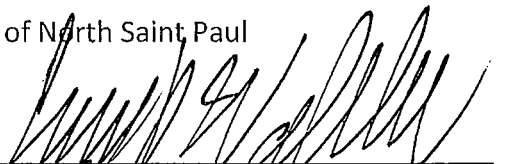
By 
Jim McDonough, Chair
Board of Commissioners

Date 6/26/18

By 
Janet Guthrie, Chief Clerk
Board of Commissioners

Date 6/26/18

City of North Saint Paul

By 
Title City Manager
Date 4/30/18

Ramsey County Library Board

By Craig Klumpp
Library Board, Chair

Date _____

Approval Recommended

By Jill Bolden
Jill Boldenow, Director
Ramsey County Library

Date 5-24-18

By Jean Kruger
Jean Kruger, Director
Ramsey County Property Management
Department

Date 5-14-18

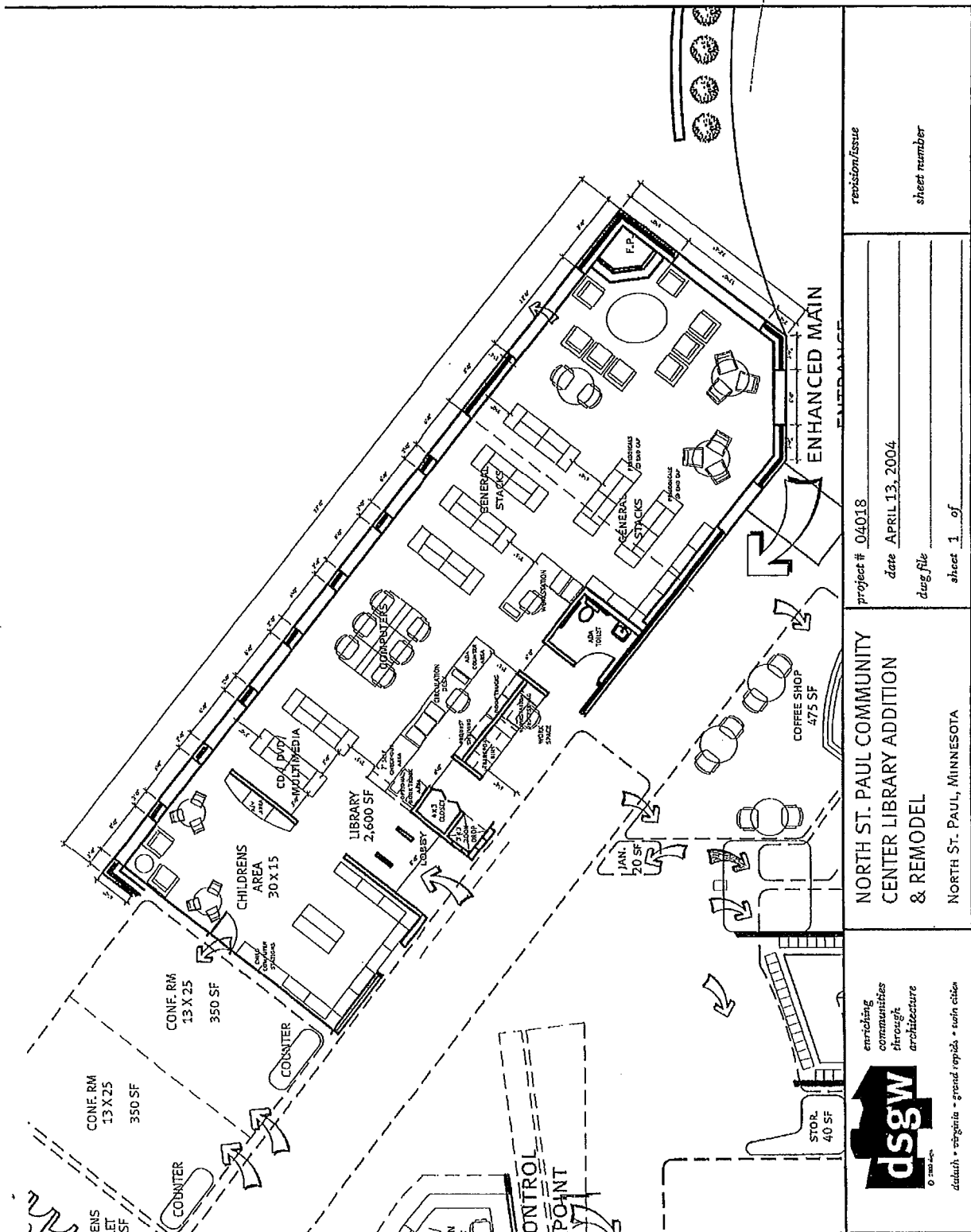
Approved as to form

Paul B. Jula
Assistant County Attorney

Date 6/7/18

EXHIBIT A

Sketch of the Library Facility



revision/issue

sheet number

project # 04018

date APRIL 13, 2004

draw file

sheet 1 of

NORTH ST. PAUL COMMUNITY
CENTER LIBRARY ADDITION
& REMODEL

NORTH ST. PAUL, MINNESOTA

dsgw

enriching
communities
through
architecture

dakota • minnesota • grand rapids • twin cities

EXHIBIT B

Sketch Showing the Location of the Data Closet/Demarcation Room

