



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

**March 21, 2023
5:30 PM**

The City Council Meeting will be conducted on **March 21, 2023** at 5:30 p.m. in 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.

The **March 21, 2023** 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 Cole
 - Council Member Schweer
 - Council Member Wong
 - Council Member Nordby
 - Mayor Monge
- III. Adopt Agenda**
- IV. Topic(s)**
 - A. McKnight Fields discussion
- V. Other Business**
- VI. Adjournment**

The next regularly scheduled City Council Workshop meeting is April 4, 2022.

City of North St. Paul

City Council Report

From: Brandy Howe, Community Development Director
Meeting Date: March 21, 2023
Agenda Item: McKnight Field brief history and discussion

INTRODUCTION

The McKnight Field athletic complex is located at the NE intersection of Highway 36 and McKnight Road. The entire park complex measures approximately 21.5 acres and includes one premiere baseball field, four softball fields, two tennis courts, one t-ball field, indoor batting cages, parking, and a concession building.



HISTORY

In the mid-1960s, ISD 622 and the then Village of North St. Paul partnered to acquire land to provide recreational space for city residents and students. An 11.67-acre area at the NE intersection of McKnight Road and Highway 36 was identified (approximate location of present-day McKnight field and tennis courts #1 and #2). This land was subsequently rezoned from high density multifamily to public recreational area in 1968. In 1969, the Village initiated eminent domain proceedings and applied for a land acquisition grant through the HUD Open Space program. The Village was awarded \$53,875 in State Natural Resources funds to acquire the land for use as a community park and playfield. Total expenditures related to the acquisition were tallied at \$120,557, which included land costs, appraisals, engineering, legal, and administrative expenses. The HUD contract agreement with the Village (Minn. OSA-71) restricts the sale, lease, or transfer of the land without written approval by HUD. The Village agreed to retain the land, as developed, for permanent open-space, park and recreational, conservation of land and other natural resources, or historic or scenic purposes.

EXISTING CONDITIONS

The existing conditions of the McKnight athletic complex range from fair to disrepair. On the whole, the athletic complex needs refurbishment. New fencing is needed around the entire McKnight athletic complex site and the interior trail and parking lots require repaving.

An evaluation of the overall recreational needs of the community is also warranted to determine community recreational needs and desired future improvements to McKnight.

Tennis Courts

The two tennis courts are in complete disrepair and are no longer open to the public for recreational use. In 2020, the Park and Recreation Commission received quotes from several contractors to restore the courts, but the proposals were not brought forward to City Council and the work was never completed.

Softball fields

The softball fields require refurbishment and maintenance—the ag-lime warning track and outfield fence need to be replaced and the fields need to be regraded. Bids for regrading came in at \$22,833 in late 2022. Work has not yet been budgeted for 2023.

In 2016, bathrooms were remodeled and softball fields #1 and #4 were refurbished with new backstops and dugouts with the help of the Minnesota Twins and several nonprofit groups including NPFA, North High Boosters, NSPAA, and a local Eagle Scout. Fields #2 and #3 would also benefit from new backstops and dugouts, but that work has not been planned or budgeted. In the past the school district also installed benches, helmet racks and a windscreen at field #1. These items are now fairly worn and require maintenance, at a minimum.

T-ball field

The t-ball field (field #5) is in poor condition. It requires regrading, a new backstop, and an outfield fence. Field 5 is

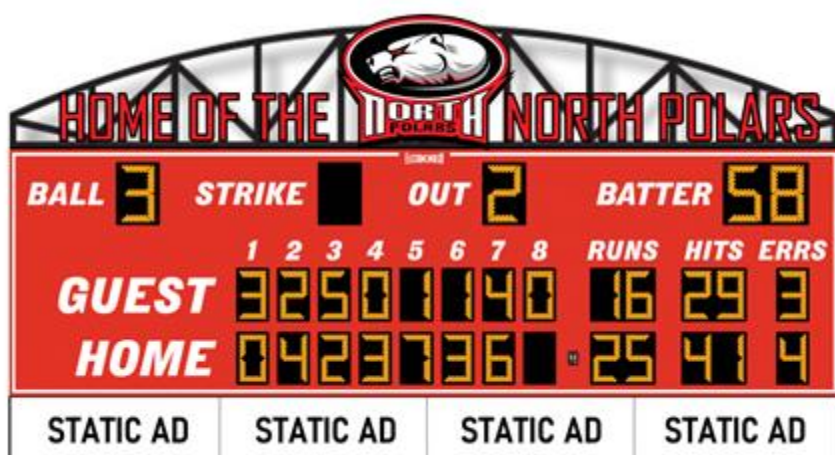


rarely used. In 2022 it was not used other than for overflow and a week-long tournament. The field was not used at all in 2019, 2020, and 2021.

Kuenkel Field

Kuenkel field is in fairly good condition. It has been updated with efforts from the school district; they covered the cost to rebuild the pitching mound which cost the district \$14,000. The project included regrading, re-sodding, and spreading ag-lime. The school district also built the press-box at Kuenkel field in 2003; the value is unknown.

Most recently, the school district has proposed to install a new scoreboard at Kunkel field wherein the school would cover the costs of the scoreboard as well as maintenance and other associated costs. As proposed, there are four ad spots, revenue from which would go toward the cost of the scoreboard. According to district representatives, the school district would not see revenue from ad spaces; however, the proposal does not indicate where the revenue would go after the costs of the board have been recovered.



PLAN REVIEW

Comprehensive Plan

The 2040 Comprehensive Plan establishes two policies specifically related to McKnight Field: 1) promote shared use of park and open spaces where schools and parks are adjacent, such as McKnight Field and North High School, and 2) continue to provide a high level of maintenance and make improvements as appropriate.

Park Improvement Plan

The Park Improvement Plan, approved by City Council in 2022, identified the above-listed existing conditions and recommends the replacement of existing amenities that are in poor condition, at the end of their useful life, and do not meet current codes or accessibility standards. Importantly, the PIP recommends that a master plan be prepared that includes a thorough assessment of the age and condition of existing buildings and facilities to fully understand replacement needs. A master plan should consider the existing facility and amenity mix, programming needs, and resident desires. Cost estimates should be included to adequately budget for improvements. A master plan has not been prepared to date.

LEASES AND AGREEMENTS

The City has shared the use, operation, and maintenance of the McKnight Field athletic complex with several organizations since its creation. The City has also had a long-term lease with the school district for the shared use of school/city fields as well as leases with other entities related to concessions, batting cages—each of which are discussed below.

Field Use Agreement – ISD 622 School District and City of North St. Paul

The City and the ISD 622 have collaborated on recreational facilities at the McKnight athletic complex since the 1960s. As mentioned, a joint effort by the City and school district identified a need for public athletic facilities and subsequently resulted in the purchase and construction of 11.7-acres to establish McKnight Field. The two parties entered into their first shared use agreement for facilities in 1974.

The current shared use agreement under which the City and school district have been operating was approved in 2011. The agreement addresses fees, maintenance, capital improvements, insurance, etc. In general, the agreement designates field maintenance to the owner of the field, and, per the agreement, user fees are to be as listed in the fee schedule of each governing body.

The 2011 agreement has been in place over a decade and numerous changes have occurred in city and school district staff and city and school operations since that time. Chiefly, the city no longer offers a youth recreation program and no longer has a need for school district facilities.

There is a muddled and undocumented history of the implementation of this shared-use agreement. There has not been strict adherence by either party to the provisions of the agreement in terms of field maintenance, capital improvements, or fees. Staff cannot find record of payment by the school district for use of city facilities or vice versa other than in the recent years that the school district charged a \$25.00 processing fee for reservations.

Over the past few months City staff have been reviewing the 2011 agreement and evaluating it against actual practices, and has been in discussions with the school district since January 2023 to renegotiate terms of the agreement. Both parties are in general agreement that the informal practices of the past will no longer be the norm and the revised agreement shall be the go-to guide and policy document related to operation and maintenance of McKnight fields.

Concession Stand Lease Agreement – Polar Charity, LLC and City of North St. Paul

The City has a history of working with nonprofit groups to provide concessions at McKnight Field. The Knights of Columbus and the Church of St. Peter operating as Polar Charity, LLC have both served in this capacity over the years.

In May 2009, the City Council authorized a lease agreement with Polar Charity, LLC to operate the McKnight field concession. The agreement was renewed in 2018 and expired November 1, 2022. Polar Charity, LLC has indicated to the City that they are not interested in renewing their lease.

Under the agreement the City rents the concession stand for \$1 per year while the lessee is the exclusive provider of concessions. General terms of the lease agreement included:

City's responsibilities:

- Provide garbage, electric, water, and sewer.
- Ensure that tenant is exclusive provider of concessions at McKnight fields.
- Let tenant know of scheduled events at McKnight fields.
- Enforce city ordinances, including alcohol consumption in the parking lot.
- Change locks and security codes only at tenant's request and at own expense.
- Hold liability insurance of at least \$1 million.
- Keep and maintain bathrooms and utilities.

Tenant responsibilities:

- Pay all future costs of maintenance and repairs of existing concession equipment.
- Hold liability insurance of at least \$1 million.
- Professionally clean the exhaust system over the grill and deep fryer on an annual basis.
- Keep and maintain the premises in good order including food and drink machines and other restaurant equipment or replace at tenants' expense.

Of note, Polar Charities maintained an annual liquor license from 2016 through 2021. It is understood that they stopped serving alcohol after that point.

Lease Agreement – Triple Crown

In 1992, the City entered into a lease agreement with Mark Motz and Dennis Bartholomew (Triple Crown Batting Cages, LLC) wherein the lessee agreed to construct the batting cage facility in exchange for no rent for 15 years (terminating in 2008). Under the agreement, the tenant reimbursed the city \$13,200 for construction of additional parking to serve the facility. Additionally, the tenant was required to cut grass and maintain and plow the parking lot as terms of the lease.

A lease extension was authorized with Dennis Bartholomew on June 3, 2008 (Mark Motz no longer co-owner). The approved extension was for a ten-year period, terminating in June 2018 with an automatic renewal through June 2023.

In June 2010, the City entered into a management services agreement with Triple Crown that agreement reaffirms that the City is owner of the property and building, and that the contractor built at its own expense and donated the batting cage building to the City.

At this time the existing lease terminates on June 30, 2023.

American Legion

In the 1970s, the City accepted donations from American Legion Club Post #39 for improvements to McKnight Field (now known as Kunkel Field). In 1975, City Council minutes indicate that the American Legion approved a \$4,000 contribution for baseball park improvements. In March 1979, the American Legion requested permission to install lighting at the McKnight baseball field in exchange for use of the field free of charge indefinitely. After discussion, the Council agreed to the request and passed Resolution #79078. In recognition of contributions made to the City by the American Legion, the City Council approved Resolution #79138 in 1979 approving the name change of the field to McKnight-American Legion Field. It is unclear at this time when the name was changed to Kunkel.

BALL FIELD USE AND FEES

The City accepts ball field reservations from residents and nonresidents through its online platform. The current fee schedule sets the rate at \$75 per field per game, \$150 per field per tournament, and \$300 for mid-day field maintenance.

It has been both formal and informal past practice to waive the registration fee for nonprofit organizations. In the late 1970s, records indicate City Council waived fees for limited durations for the Jaycees and VFW. Then, in 1978, the City Council adopted “new rules” that allow free use of the fields for city-sponsored groups, local youth, athletic groups, and local Community Service Groups. “Free use” included lighting and clean-up. The Community Service Groups were not defined, but were required to have special authorization from City with a \$50.00 damage deposit.

By 2017, the field use fees had been modified to where there were different fees based on various user groups. At that time the Public Works Department requested the fee schedule be modified for consistency across all user groups and to ensure that the costs to drag and prep the fields were recouped. The Council took the advice of Public Works and approved 2018 fee schedule included the following rental rates. Note that churches were required to pay the standard fee.

Ballfield Rental		2018
Softball League	Per Game Night	\$ 72.00
Baseball	Per Field Prep	\$ 25.00
Contract League Softball	Per Field, Per Day	\$ 125.00
Softball Tournament	Per Field, Per Day	\$ 125.00
Sunday Church League	Per Field, Per Night	\$ 72.00

At some point over the past few years it became practice for user fees to be waived for any nonprofit group. It is unclear at what point staff was given the direction to waive fees as no formal documentation was found. The practice was brought to the attention of the Parks and Recreation Commission and City Council late last year and Council ultimately made the decision to eliminate the informal nonprofit exemption for field use in December 2022. Part of this decision was to ensure city's expenses are

covered in terms of staff time to prepare the fields for games, post-game clean-up, electric use, as well as facility maintenance. Staff have communicated this change to field users as reservations have come in since January 1, 2023.

BALL FIELD OPERATIONAL COSTS

To provide City Council with an understanding of operational and facility maintenance costs (exclusive of lighting), staff prepared the following breakdown. Assume one hour to drag and prep the fields at an hourly rate of \$58.00.

Supplies and Maintenance

	Annual Cost	Per Field	Per Day
Chalk	\$555.00	\$92.50	\$0.77
Fertilizer	\$3,355.00	\$559.17	\$4.66
Field dry	\$837.00	\$139.50	\$1.16
Grass seed	\$225.00	\$37.50	\$0.31
Round up	\$300.00	\$50.00	\$0.42
Irrigation	\$1,500.00	\$250.00	\$2.08
True Green	\$1,600.00	\$266.67	\$2.22
Paint	\$2,000.00	\$333.33	\$2.78
Aeration	\$2,880.00	\$480.00	\$4.00
Irrigation	\$3,200.00	\$533.33	\$4.44
Mowing	\$15,360.00	\$2,560.00	\$21.33
TOTAL	\$31,812.00	\$5,302.00	\$44.18
Field prep			\$58.00
TOTAL			\$102.18

The use of lighting the fields should also be considered for those teams that opt to play in the evening or after dark. To use the field lights, the customer (City) must pay the demand charge, which is an additional fee for large utility users to maintain the constant supply of electricity. Demand charge is \$9.41 per KW hour from October-May and increases to \$13.07 in June-Sept. To illustrate the expense of the demand charge, consider the cost to light one softball field.

The demand charge at Kunkel field in the summer is \$733 (56KW). For each softball field, the one-month demand charge is \$647 (50KW). If lights at all four softball fields are turned on at once, the demand charge for the increases to \$2,588 for that month. The demand charge does not include the consumption charges, which is \$0.0710 per kWh. For two hours of use for one field, the nightly charge would be approximately \$8.00 per field per game.

The current ballfield rental rates do not account for the cost of lighting the fields. Council should consider if this is a calculation that should be included in the ball field rates.

COUNCIL CONSIDERATIONS/STAFF RECOMMENDATIONS

The City Council should consider the following questions:

1. Consider the future of the batting cages at McKnight. This is a city-owned asset that will no longer be encumbered by a lease at the end of June. Does the City wish to continue its arrangement with Triple Crown Batting Cages, LLC?
2. Consider the current fee schedule and determine if the rates are appropriate given city costs to offer this recreational amenity.

3. Consider whether to accept the proposed scoreboard. If so, staff recommends an agreement be drafted by the city attorney prior to acceptance to address maintenance, ownership, and ad revenue.

Recommendations:

1. Ensure continued compliance with the terms of the HUD Agreement (Minn. OSA-71) related to the initial acquisition of 11.67-acres of land.
2. Continue to partner with ISD-622 to share facilities for the benefit of the City and school district. Clarify expectations of both parties, renegotiate the facilities use agreement, and ensure adherence to new agreement once in place.
3. Prepare a community-wide park and recreation master plan that engages the public to identify community desires for recreational facilities and services and an implementation framework. As it relates to McKnight athletic complex, the master plan should identify a clear vision for the field #5 and the tennis courts area.

ATTACHMENTS

1. Field Use Agreement between ISD 622 and City of North St. Paul, 2011
2. Resolution #79078 approving use of American Legion
3. Triple Crown lease agreements 1992, 2008, 2010
4. Polar Charity, LLC lease agreement

**Field Use Agreement
Between
Independent School District 622
and the City of North St. Paul**

THIS AGREEMENT made and entered into and between Independent School District No. 622, a municipal corporation organized under the laws of the State of Minnesota (hereinafter referred to as “School District”), and the City of North St. Paul, a municipal corporation organized under the laws of the State of Minnesota (hereinafter referred to as “City”).

WHEREAS, said governing bodies are mutually interested in assuring public fields are accessible and available for School District 622 and North St. Paul residents; and

WHEREAS, this agreement can best provide for the usage, maintenance and operation of existing School District and City fields for utilization by both parties; and

WHEREAS, the parties agree that coordinated and cooperative scheduling of public fields is the best way to maximize the beneficial use of fields while ensuring that they are maintained as sustainable community assets, and

WHEREAS, this agreement would also allow and encourage the City and School District to work together to plan and implement capital improvements of existing public fields or developing new fields.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the City and the School District do agree as follows:

The City shall make City Fields available to the School District for activities/programs suitable for said fields. The School District shall make School Fields available to the City for activities/programs suitable for said fields.

Usage of City and School District fields shall be in accordance with each governing body’s policies and procedures. The City has first priority of use of its facilities and grounds. The School District has first priority of use of its facilities and grounds.

1. Availability of Fields/Courts

During the school year, school grounds are available for city and public use after 6:00 p.m. on weekdays, and from 8:00 a.m. until 10:00 p.m. on weekends when not reserved for school district programs.

During the summer months (mid June – mid August), school grounds are available for city and public use daily from 8:00 a.m. until 10 p.m. when not reserved for school district programs.

City fields are available for school district use when not reserved for city or other public events.

2. Seasonal Closure for School District and City Fields

When a School District and/or City field needs to be closed for a season for maintenance, both parties will meet to discuss the closure and other related issues prior to January 15 of the year the maintenance will occur. It is understood that at no time will all the School District permitted fields in North St. Paul be taken out of service at one time.

3. Scheduling

The School District and the City shall designate staff responsible for scheduling School or City Fields. These staff members shall meet as necessary to coordinate the scheduling of fields for use and maintenance activities in order to maximize the public benefit while ensuring that the condition of these School and City Fields is not degraded. In addition, these representatives shall develop standard use policies that can be applied to both the School and City Fields.

Applications for field use permits will follow each governing bodies' established procedures.

It is mutually understood that each of the governing bodies may from time to time encounter unanticipated instances wherein the use of a said field conflicts with a bona fide function of either given body. In such cases, the City and School District agrees to relinquish the use of the field/s in question so as not to impede any such function carried on by the City or School District. Each governing body agrees to give a twenty-four (24) hours notice of such conflicts.

4. Staffing

The City shall provide adequate personnel to supervise City activities held on School Fields.

The School District shall provide adequate personnel to supervise School District activities held on City Fields.

5. Fees

User fees for field use will be listed in the current procedures guidelines of each governing body. Revenue generated by these fees will be designated for field maintenance.

A maintenance and materials fee will be charged back to groups holding field permits on both City and School District fields.

A tournament maintenance and materials fee will be charged back to the sponsor of weekend tournaments.

The rental, maintenance and insurance for portable toilets placed at designated City fields will be paid for by the City and those at School District fields will be paid for by the School District. This cost will be recovered from all field users.

6. Maintenance

The School District is responsible for maintaining all School District fields to acceptable safety standards. The City is responsible for maintaining all City Fields to acceptable safety standards.

The City picks up trash at City Fields. The School District picks up trash at School District Fields.

Baseball/Softball Fields

The City will maintain the City fields including McKnight and Kuenkel fields per a game schedule provided by the City's designated scheduler.

The District will maintain the school district fields per a game schedule provided by the School District's designated scheduler.

Kuenkel Field is the City's premier baseball field and is maintained by the City. (A permit for use by the School District may be obtained with consent of the City.)

Soccer Fields

The City will provide and prepare the layout of the City Fields and the marking of permitted City Fields.

The School District will provide and prepare the layout of the School District Fields, to include goal posts and nets, and the marking the boundaries of permitted School District Fields.

School District User of either School District or City Fields will remove goals and nets when activity is complete.

Football Fields

North High School's premier football field is strictly utilized by the school athletic programs and is maintained by the School District. (A permit for *occasional* use of the North High School premier football field may be obtained from 622 Community Education with the consent of the North High Activities Director).

7. Inclement Weather

In the event of inclement weather or standing water on a field or when the ground is so wet that use of the field will damage the turf, the fields will be closed to ensure the safety of participants and to prevent turf damage. Inclement weather includes thunderstorms; heavy rainstorms and/or saturated ground; heavy frost or snow cover; extreme temperatures; and any weather condition that may be dangerous to ball players or damage the fields.

The decision to close School District fields will be made by the School District. The decision to close City fields will be made by the City.

When fields are closed, the School District/City will attempt to contact the permit holder by phone. It is the permit holder's responsibility to contact all coaches involved with cancellation information.

- Weekdays: Whenever possible, the decision to close the fields will be made by 4:00 p.m. If inclement weather conditions develop after 4:30 p.m., the umpire/referee or park maintenance staff on duty or permit holder will make the decision to close the fields.
- Weekends/Holidays: If inclement weather conditions develop on weekends or holidays when School District and City staff are not on duty, permit holders should call the department that issued their permit to check for any recorded field closing information.
- The School District and City personnel reserve the right to close fields under special circumstances.

8. Capital Improvements

Any capital improvements by the City or its athletic associations to School District fields must be coordinated through ISD 622 Operations & Grounds. Upon completion of any project, the improvement becomes property of the School District.

Any capital improvements by the School District to City fields must be coordinated through the City. Upon completion of any project, the improvement becomes property of the City.

9. Allocation of Damage Costs

The School District and the City agree that they will jointly assess any and all damages that should occur to the City Fields or the School District Fields and determine the party responsible for damage. The party responsible will bear the cost of repair or replacement including costs of material and labor.

10. Tobacco, Drug, Alcohol, and Firearms Policy

The School District's Tobacco-Free Environment policy and Employee Drug, Firearm and Alcohol Offenses policy will be enforced by the City on School District property.

The City's Tobacco (Resolution No. 06-061), Drug & Alcohol (Chapter 92.04) and Weapons (Chapter 131) policies will be enforced by the School District on all City property. In addition, School District policies that prohibit the sale and/or use of tobacco, alcohol and firearms will be enforced at all times during school-sponsored activities on City property.

11. Indemnification/Hold Harmless

The School District shall indemnify and hold harmless the City, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for the loss or damage to property, which arises out of the School District's use of the City's fields or from the conduct of School District business, or from any activity, work or thing done, permitted, or suffered by the School District in or about the City's facility, except only such injury or damage as shall have been occasioned by the sole negligence of the City.

The City shall indemnify and hold harmless the School District, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for the loss or damage to property, which arises out of the City's use of the School District's facilities or from the conduct of City business, or from any activity, work or thing done, permitted, or suffered by the City in or about the School District's facility, except only such injury or damage as shall have been occasioned by the sole negligence of the School District.

12. Insurance

The School District and the City must carry a minimum of general liability coverage of \$1.5M for the duration of this Agreement. The owner agency shall be named as an additional insured on the user agency's General Liability insurance policy. A certificate of the other's insurance should be filed with each organization.

All groups using the City or School District fields must carry liability insurance as directed in each governing bodies' procedures. District 622, the City of North St. Paul and the City of Maplewood must be listed as an additional insured. A certificate of insurance must be filed with the Community Education office before a permit is valid.

13. Terms of Agreement:

This agreement shall commence as of the date of its approval by both governing bodies and shall renew each year unless terminated. This agreement will be reviewed for accuracy bi annually.

14. Termination:

Either party may terminate this Agreement as to any or all School District or City Fields upon giving the other governing body a one-year written notice of intention to terminate by January 15 effective the following January 15. The rights and obligations of the parties pursuant to this Agreement shall continue through the effective date of mutual termination. Effective following termination, the City and School District shall have no further rights with respect to said fields.

15. Notices:

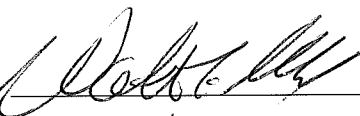
Any notice required under this Agreement will be in writing, address to the appropriate party at the address which appears below (as modified in writing from time to time by such party), and given personally. All notices shall be effective upon the date of receipt.

Independent School District No. 622
Education Center
2520 E. 12th Avenue
North St. Paul, MN 55109

City of North St. Paul
2400 Margaret Street N
North St. Paul, MN 55109

In WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on their behalf:

CITY OF NORTH ST. PAUL

BY 
DATE 10/19/11

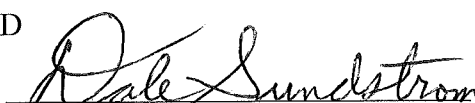
AND

BY 
DATE 10-19-11

INDEPENDENT SCHOOL DISTRICT 622

BY 
DATE 10-25-11

AND

BY 
DATE 10-25-11

RESOLUTION NO. 79078

WHEREAS:

1.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of North St. Paul, Minnesota:

1. The City accepts the offer of the American Legion Post #39 to have lights installed on the "Legion field" baseball diamond located on McKnight Field, and agrees to maintain and operate the same after construction.
2. All plans and specifications for the construction of these lights must be approved by the Electrical Engineer for the City prior to starting construction.
3. The American Legion Post #39 shall have free use of this field, except for clean up charges, from now on.

Adopted by the City Council of the City of North St. Paul, Minnesota, on this 19th day of March, 1979.

Above Motion was made by Hudalla Seconded by Haukland.

The following voted Aye: Ayes all.

The following voted Nay:

The following abstained:

CITY OF



2526 EAST SEVENTH AVENUE
NORTH SAINT PAUL, MINNESOTA 55109
PHONE 777-1346

Resolution No. 79078

WHEREAS, American Legion Post #39 is requesting to expend their funds to light McKnight Baseball Field at an approximate cost of \$50,000, and

WHEREAS, the City of North St. Paul would take over maintenance of said lights when installed by the American Legion, and

WHEREAS, permission is requested to use the lights and McKnight Baseball Field free of charge for Legion team use for an indefinite period,

NOW THEREFORE, BE IT RESOLVED by the City Council of North St. Paul, in its regular meeting duly called and held this 19th day of March, 1979, that it hereby permits the American Legion Post #39 to expend their funds and install lighting on McKnight Baseball Field and permitting use of McKnight Baseball Field for Legion team use for an indefinite period and Legion baseball tournaments free of charge.

Adopted by the City Council of North St. Paul, this 19th day of March, 1979.

William Sandberg
Mayor

Attest: Robert E. Gatti
City Manager-Clerk

Voting: Ayes all.



1900 Silver Lake Road
Suite 200
New Brighton, Minnesota 55112
(612) 638-1900
FAX 638-1994

September 19, 1996

Triple Crown Batting Cages
2308 E. 10th Avenue
North St. Paul, Minnesota 55109

RE: Closing with Heritage National Bank
Our File No. TC39263

Dear Sir or Madam:

Enclosed please find the original Business Lease and Assignment of Lease you supplied to our Company for your closing with Heritage National Bank on August 18, 1993. These documents have not been recorded at Ramsey County. It is our understanding that if you wish to have these documents recorded, a resolution from the City of North St. Paul must be obtained first.

If you have any questions, please do not hesitate to contact me.

Very truly yours,

LAND TITLE, INC.

Larry S. Mountain

enclosure

AGENT FOR CHICAGO TITLE INSURANCE COMPANY and FIRST AMERICAN TITLE INSURANCE COMPANY

Lease Extension Agreement

This Lease Extension Agreement is made this 3rd day of June, 2008 by and between the **CITY OF NORTH ST. PAUL**, ("Lessor") and **DENNIS BARTHOLOMEW**, owner of Triple Crown Batting Cages ("Lessee").

Whereas, in 1992 Lessor, and Mark Motz and Dennis Bartholomew (as joint lessees), entered into a lease concerning the premises on which Lessee constructed and operated batting cages (the "1992 Lease"); and

Whereas, Mark Motz is no longer an owner of Triple Crown Batting Cages; and

Whereas, the 1992 Lease was extended to June 30th, 2008, and is to be further extended;

Now, therefore, in consideration of the continuing terms and conditions of the 1992 Lease as amended by this Lease Extension Agreement, the parties agree as follows:

1. Extension Term. The termination date of the 1992 Lease, a copy of which is attached hereto as Exhibit "A", is extended for a term of ten (10) years beginning on July 1, 2008 and terminating on June 30, 2018 ("Lease Termination Date"), unless otherwise extended hereunder.
2. Automatic Renewal Term. Unless Lessee elects otherwise, the Lease Termination Date shall automatically be extended to June 30, 2023 without further action by Lessee. Should Lessee elect not to have the 1992 Lease automatically renew, Lessee shall tender written notice of this decision to Landlord within ninety (90) days prior to the Lease Termination Date.
3. Status of 1992 Lease. Unless specifically provided herein, all terms and conditions of the 1992 Lease shall continue in full force and effect. Lessee shall not pay cash rent, and shall continue to provide the services currently provided, unless otherwise agreed by the parties.

CITY OF N. ST. PAUL
Lessor

By: Michael R. Kuehn
Its: [Signature]
Mayor

By: Walter T. Wycopal
Its: [Signature]
City Manager

DENNIS BARTHOLOMEW
Lessee

[Signature]
Dennis Bartholomew

Code #	0790
Title Co.	08
Typist	
Tract Index	
Register	
Fee	39.00
Copy	

CTF	BK	PG
STATE OF MINNESOTA		
COUNTY OF RAMSEY SS		
OFFICE OF THE REGISTRAR OF TITLES.		
This is to certify that the within instrument was filed in this office at St. Paul, MN of the _____ day of _____ 19____ at _____ o'clock _____ M.		
LOU MCKENNA Registrar of Titles		
By	Deputy	

Assignment

For value received, the undersigned Mark A. Motz and Dennis E. Bartholomew, Tenant, hereby sells, assigns, transfers, and sets over unto Triple Crown Batting Cages, Inc. all his right, title and interest to the within lease and premises therein described; It being understood, however, that this transfer in no way releases said tenant from his liability for the performance of all the terms, covenants and payment of rental under said lease.

X [Signature]
X [Signature]

For value received, _____ hereby assumes all the obligations under the terms of the within lease and agrees to perform all of the terms, covenants and conditions and pay the rent as therein stipulated, pursuant to the above agreement.

The within landlord hereby consents to the above assignment.

Dated this 21 day of December, A.D. 19____

Code #	
Title Co.	
Typist	
Tract Index	
Register	
Fee	
Copy	

CTF	BK	PG
STATE OF MINNESOTA		
COUNTY OF RAMSEY SS		
OFFICE OF THE REGISTRAR OF TITLES.		
This is to certify that the within instrument was filed in this office at St. Paul, MN of the _____ day of _____ 19____ at _____ o'clock _____ M.		
LOU MCKENNA Registrar of Titles		
By	Deputy	

①

BUSINESS LEA	
FROM	CITY OF NORTH ST. PAUL
TO	MARK MOTZ
	DENNIS BARTHOLOMEW
Premises	Part of McKnight Field
Amount	
Date	September
Expiration	September

KNOW ALL MEN BY THESE PRESENTS

~~That~~ ~~County of Ramsey, State of Minnesota~~ ~~do hereby certify~~ ~~That~~ Mark Motz and
Dennis Bartholomew

parties of the first part, in consideration of the sum of One
Dollars, (\$ 1.00), to them in hand paid by

Triple Crown Batting Cages, Inc.

part y of the second part, ha Sold, Assigned, Transferred and Set Over, and by these presents do
Sell, Assign, Transfer and Set Over and Convey unto the said part y of the second part, its heirs
and. Assigns, Forever, the certain Lease bearing date the 21st day of December
A. D. 19 93 , made by Mark Motz and Dennis Bartholomew

to The City of North St. Paul

and recorded in the office of the Register of Deeds in and for the County of
and State of Minnesota, in Book of on page and leasing
for the period, and subject to the rents and condillons in said Lease contained, the following described
land and premises in the County of Ramsey and State of Minnesota, viz:

Lots 1 and 2, Block 12, Lots 3 through 21, inclusive, Block 12, Lots 4
through 32, inclusive, Block 11, Fourth Addition to North St. Paul

RETURN TO
LAND TITLE CO.
ST. PAUL, MINN.
NEW YORK, N.Y.
FILE TC 39263

together also with all the right, title and interest of said parties of the first part in and to said land
and the buildings and improvements thereon.

TO HAVE AND TO HOLD, Said leasehold interest, together with all the hereditaments and
appurtenances thereunto belonging or in anywise appertaining, and said buildings and improvements
to the said party of the second part, its heirs and assigns, Forever.

Code #	0230
Title Co.	08
Typist	
Tract Index	
Register	
Fee	
Copy	

CTF	BK	PG
STATE OF MINNESOTA		
COUNTY OF RAMSEY SS		
OFFICE OF THE REGISTRAR OF TITLES.		
This is to certify that the within		
instrument was filed in this office at		
St. Paul, MN of the day of		
19	at	o'clock M.
LOU McKENNA		
Registrar of Titles		
By	Deputy	

This Indenture, made in duplicate this 21 day of December, 19 92

Parties.

by and between City of North St. Paul

hereinafter designated and referred to as lessor, and Mark Motz, and Dennis Bartholomew

hereinafter designated and referred to as tenant,

WITNESSETH: THAT said lessor in consideration of the ~~rents and covenants~~ hereinafter mentioned, to be paid and performed by said tenant, does hereby demise, lease and let unto the said tenant, and the said tenant does hereby hire and take from the said lessor, the following described premises situate in the City of North St. Paul County of Ramsey State of Minnesota

to-wit: ~~That part of McKnight Field Park as shown on the attached diagram.~~

Lots 1 and 2, Block 12, Lots 3 through 21, inclusive, Block 12, Lots 4 through 32, inclusive, Block 11, Fourth Addition to North St. Paul

Description of Premises

Term.

To HAVE AND To HOLD the above premises just as they are, without any liability or obligation on the part of said lessor of making any alterations, improvements or repairs of any kind on or about said premises or the building or buildings of which they are a part, or the equipment, fixtures, plumbing, appliances, or machinery in, upon or serving same, or the streets, alleys, areas, area-ways or passages adjoining or appurtenant thereto, for the term of (15) Fifteen years from and after the 1st day of July, 19 93, to the 30th day of June 19 2008, both dates inclusive, for the following purposes and for no other purposes, to-wit:

batting facility

Nature of Occupancy.

And the said tenant agrees to and with said lessor to pay the lessor as rent for the above mentioned premises the

sum of 0- Dollars (\$ -0-) in monthly

payments of It is understood that tenant will not be paying a dollar amount per month for rent; rather, the consideration for tenant to possess the premises during the term of this lease is tenant's cost of constructing the improvements on the premises as described in the Amended Agreement attached to this Lease and on tenant performing in accordance with the terms and conditions of this lease.

Dollars (\$), payable in advance on the first day

of each and every month for and during the full term of this lease, at the office of --

Tenant to Maintain and Surrender Premises in Good Order.

The said tenant also covenants and agrees with the lessor as follows: That the tenant will keep at his own expense said demised premises and the equipment, plumbing, drains, fixtures, appliances and machinery in, upon, serving or appurtenant to said demised premises, in good repair and in good sanitary condition during said term, and that he will replace at his own expense promptly any and all glass broken in or about said premises with glass of the same quality; that he will make no alterations in or additions to said premises, without first obtaining the lessor's written consent, and that he will not use or permit anything upon said premises that will increase the rate of insurance thereon, or anything that may be dangerous to life or limb, and that he will not in any manner deface or injure said demised premises, or any part thereof, or overload the floors, or do or permit anything to be done upon said premises or in the passageways, alleys, areas, area-ways, sidewalks or streets adjacent thereto, that will amount to or create a nuisance; and that he will not use said premises or permit the same or any part thereof to be used for lodging or sleeping purposes, or for any purpose contrary to the laws, ordinances or regulations of the United States of America or the State of Minnesota, or the City of North St. Paul or of any rules or regulations of the City of North St. Paul, or of any boards or officers of said city; and the tenant agrees to return said premises peaceably and promptly to the lessor at the end of the term of this lease, or at any previous termination thereof, in as good condition as the same are now in or may hereafter be put in, loss by fire and ordinary wear excepted.

And the tenant further covenants and agrees to keep the sidewalks bordering on said demised premises (where the leased space borders upon a sidewalk or passageway) and the roof of said demised premises at all times free from ice and snow and other obstructions, and to neither waste nor misuse water, electricity, gas, steam, or any other utilities or agencies which are or may be furnished by the lessor, and to promptly pay all rates, costs, and charges for the same, except as to such of the same as

Signs.

Lessee shall not erect or permit to be erected on said premises, any signs on the exterior of the premises or buildings without the written consent of lessor endorsed hereon nor place or permit to be placed in any portion of any of the demised premises any weight or weights in excess of the reasonable or safe carrying capacity of the structure.

Condition of Premises.

The tenant acknowledges the receipt of the demised premises and the same to be in good and sanitary condition, and in good repair, and the taking possession of the demised premises by the tenant shall be conclusive evidence that the demised premises, and the equipment, plumbing, drains, fixtures, appliances and machinery therein, were at the time of so taking possession thereof in good, clean, sanitary and tenantable condition, and in all respects satisfactory and acceptable to the tenant, and in the condition in which they were represented to the tenant to be and agreed to be put in by the lessor; and the tenant hereby releases the lessor from any and all claims arising from any defect in the condition of said demised premises, or the equipment, fixtures or appliances in or serving said premises, or the equipment, fixtures or appliances in or serving said premises, and the building or buildings of which they are a part, and the streets, alleys, areas, area-ways, passages or sidewalks adjoining or appurtenant thereto.

Sub-Leasing.

The tenant agrees that he will not sublet the demised premises, or any part thereof, and will not assign this lease or any interest therein, nor permit such lease to become transferred by operation of law or otherwise, and that no act or acts will be done or suffered whereby the same may be or become sublet or assigned in whole or in part, unless the written consent of the lessor endorsed thereon shall be first obtained in each and every case of underletting or assignment, as they shall from time to time occur or be desired, and that nothing whatever shall be held to be a waiver of or supersede the necessity of such endorsement.

Bankruptcy.

Any assignment, sale in bankruptcy or insolvency of the lessee

Ice and Snow Utilities.

Liability
of
Lessor
and
Tenant

The tenant further agrees that the lessor shall not be liable for any damage, either to person or persons or property or the loss of property sustained by the tenant, or by any other person or persons due to the demised premises or the buildings of which the demised premises are a part, or the equipment, fixtures, appliances or machinery in or upon the same, or the halls, passages, areas, area-ways and sidewalks or streets adjoining or appurtenant to the same being or becoming out of repair or defective, or due to the happening of any accident, or due to any act or neglect of the tenant, or any tenant or occupant of said building, or of any other person, persons or corporations, or by the bursting of pipes, or by the use or misuse of any instrumentality or agency in or connected with the demised premises or the building of which it is a part, or occasioned by any nuisance made or suffered thereon or therein.

Liability
of
Lessor
and
Tenant.

The tenant assumes all liability and obligation on account of all damages on account of the matters and things above referred to, and agrees to save the lessor harmless thereon and therefrom, and to indemnify the lessor on account thereof. This provision shall apply especially, but not exclusively, to damage caused by water, snow, rain, hail, backing up of water mains or sewers, frost, steam, sewage, illuminating gas, sewer gas, or odors, electricity and electric current, and by the bursting, stoppage or leaking of pipes or radiators, plumbing, sinks and fixtures in or about the demised premises or the building of which the demised premises are a part. In case of such damage the lessor may at his option repair such damage, and if such damage has occurred in the demised premises or on account of the defects in the demised premises against which the tenant has agreed to make repairs, the tenant shall thereupon reimburse the lessor for the costs of repairing such damage, and if the tenant fails to perform any of the covenants or agreements herein provided to be kept or performed by the tenant, the lessor may perform the same and charge the tenant with the expense of such performance, and the tenant agrees promptly on demand to repay to the lessor the cost of such performance by the lessor.

Notice
to
Clean
Premises.

The tenant further covenants and agrees that the service of notice by any officer of the City of North St. Paul

upon either party to this lease to clean said premises, or to do any other act in connection therewith, shall be conclusive evidence as between the parties hereto of the breach by the tenant of the covenant with respect to the non-performance of which by the tenant such notice has been served.

Any notice from the lessor to the tenant, relating to the demised premises or the occupancy thereof, shall be deemed duly served if left at the demised premises addressed to the tenant.

Tenant to
Comply
with City
Regulations.

The tenant further covenants and agrees as its own expense to observe and keep all regulations and requirements of the city of North St. Paul or other public authorities in force at the time of the taking possession by the tenant of the demised premises or which may thereafter be made regarding the condition and conduct of said demised premises, any part thereof, and the sidewalks adjacent thereto, including all building, fire, sanitary, police or other regulations.

Taking
for
Public Use.

The tenant further agrees that if the demised premises, or any part thereof, or any part of the improvements of which they form a part, shall be taken for any street or other public use, or shall during the continuance of this lease be destroyed by the action of the public authorities, then this lease and the term demised shall thereupon terminate.

Destruction
by
Fire.

It is further agreed between the lessor and the tenant that if during the term of this lease the demised premises or the improvements thereon shall be injured or destroyed by fire or the elements, or through any other cause, so as to render the demised premises unfit for occupancy, or makes it impossible to conduct the business of the tenant thereon, or to such an extent that they cannot be repaired with reasonable diligence within thirty (30) days from the happening of such injury, then the lessor may terminate this lease and the term herein demised from the date of such damage or destruction, and the tenant shall immediately surrender the demised premises and all interest therein to the lessor, and the tenant shall pay rent only to the time of such surrender; and in case of any such destruction or injury the lessor may re-enter and repossess the demised premises discharged of this lease, and may dispossess all parties then in possession thereof. But if the demised premises can be restored within sixty (60) days from the happening of the injury thereto, and the lessor within fifteen (15) days from the occurrence of such injury elects in writing to so repair or restore said premises within sixty (60) days from the happening of the injury thereto, then this lease shall not end or terminate on account of such injury by fire or otherwise, but the rent shall not run or accrue after the injury and during the process of repairs, and up to the time when the repairs shall be completed, except only that the tenant shall during such time pay a pro-rata portion of such rent apportioned to the portion of the demised premises which are in condition for occupancy or which may be actually occupied during such repairing period. If, however, the demised premises shall be so slightly injured by any cause aforesaid, as not to be rendered unfit for occupancy, then the lessor shall repair the same with reasonable promptness, and in that case the rent shall not cease or be abated during such repairing period. All improvements or betterments placed by the tenant on the demised premises shall, however, in any event, be repaired and replaced by the tenant at his own expense and not at the expense of the lessor.

Repair
of
Premises
After
Fire.

Quiet
Enjoyment.

The lessor agrees and covenants that the tenant, on paying the rent and performing the covenants aforesaid, shall and may peaceably and quietly have, hold and enjoy the said demised

Bond
Against
Liens.

It is understood and agreed with respect to all alterations and repairs, improvements or alterations to said demised premises, or any part thereof, which shall only be with the written consent of the lessor, that tenant shall and will in each instance save said lessor and said premises forever harmless and free from all costs, damages, loss and liability of every kind and character which may be claimed, asserted or charged, including liability to adjacent owners based upon the acts of negligence of said tenants or their agents, contractors or employees, or upon the negligence of any other person or persons in or about said premises or upon the failure of any or either of them to observe and comply with the requirement of the law or with the regulations of the authorities

in the said city of North St. Paul

and will preserve and hold the lessor and said premises forever free and clear from liens for labor and material furnished. And the tenant agrees that it will from time to time before making any such repairs, improvements or alterations furnish the lessor with a bond in an amount and with sureties satisfactory to the lessor conditioned for the performance by the tenants of the matters and things in this paragraph required to be done by the tenant.

Right
of
Re-entry.

It is further agreed between the lessor and tenant this lease is made upon the condition that if the tenant shall neglect or fail to keep, observe and perform any of the covenants and agreements contained in this lease, which are to be kept, observed or performed by the tenant, or if the leasehold interest of the tenant shall be taken on execution or other process of law, or if the tenant shall petition to be or be declared bankrupt or insolvent according to law, or if the tenant shall vacate said premises or abandon the same during the term of this lease, then and in any of said cases the lessor may immediately or at any time thereafter, and without further notice or demand, enter into and upon said premises, or any part thereof, in the name of the whole, and take absolute possession of the same fully and absolutely, without such re-entry working a forfeiture of the rents to be paid and the covenants to be performed by the lessee for the full term of this lease, and may at the lessor's election lease or sublet said premises, or any part thereof, on such terms and conditions and for such rents and for such time as the lessor may elect, and after crediting the rent actually collected by the lessor from such reletting on the rentals stipulated to be paid under this lease by the tenant from time to time, collect from the tenant any balance remaining due from time to time on the rent reserved under this lease, charging to the tenant such reasonable expenses as the lessor may expend in putting the premises in tenable condition. Or the lessor may at his election and upon written notice to the tenant declare this lease forfeited and void, and may thereupon re-enter and take full and absolute possession of said premises as the owner thereof, and free from any right or claim of the tenant, or any person or persons claiming through or under the tenant; and such election and re-entry last mentioned shall be and constitute an absolute bar to any right to enter by the tenant upon the payment of all arrears of rent and costs after a dis-possession under any suit or process for breach of any of the covenants of this lease, and the commencement by the lessor of any action to recover possession of said premises aforesaid shall be deemed a sufficient notice of election of said lessor to treat this lease as void and terminated, without the written notice above specified, unless the lessor shall in writing, before beginning such proceeding, notify the tenant that after obtaining such possession the lessor will continue to look to the tenant for the performance of this lease and will submit the premises on the tenant's account, in the manner as above provided.

Subleasing.

Termination
of
Lease
Under
Bankruptcy.

Fixtures
and
Personal
Property.

The tenant further agrees that all goods, chattels, fixtures and personal property belonging to said tenant, which are or may be put into said demised premises, shall at all times be bound with a lien in favor of said lessor, to be chargeable for all rents here under and the fulfillment of the other covenants and agreements herein contained, and that in case of default by the tenant the lessor may without notice remove the same or any part of the same, in such manner as the lessor may choose, and the lessor shall have the right to sell all or any part of the same at public or private sale, without giving any notice to the tenant of such sale, and to apply the proceeds of such sale first to the payment of the costs and expenses of conducting said sale and caring for and storing such property, and to apply the balance, if any, to the amount then due from the tenant to the lessor.

Advance
in Taxes.

It is also agreed between lessor and tenant that in case the taxes paid by the lessor upon the property of which the within leased premises are a part, shall in any year or years during the term of this lease be increased over and above the sum of

Dollars

(\$) annually, then the tenant shall pay as part of the annual rental of said premises for such year or

The amount to be added to the rent thus provided on account of increase of taxes in any year or years shall be added at the time of rent payment on or next after the date when penalty or loss of the customary discount begins to accrue for non-payment of such taxes. If the year's taxes are payable in two or more installments, then the amounts to be so added shall be apportioned and paid in the same way.

It is further agreed between the parties to this lease:

1. Tenant shall carry liability insurance in such amounts as are required by Minnesota Statutes 466.04; and the lessor shall be named as such policy's as an additional insured.
2. Tenant shall pay to Lessor on or before December 1, 1993, the sum of \$13,200 to reimburse the city for extra parking required to be constructed by this lease.
3. Lessor shall cut all grass, maintain and snow plow the parking lot.
4. Upon expiration of this lease, tenant shall have first consideration if the Lessor desires to continue leasing out the premises.

Lessee, upon leaving the premises hereby leased, shall at his own expense remove all ashes, dirt, rubbish and refuse, and upon lessee's failure so to do, lessor may immediately without further notice to lessee do the same at lessee's expense, which the lessee shall immediately pay upon receipt of a bill for same from lessor.

Notice of Vacancy. Rights of Lessor to Terminate. The tenant further agrees to give the lessor written notice thirty (30) days before the expiration of this lease of his intention to vacate at the end of this lease otherwise the lessor will have the option of continuing this lease for one year from and after the expiration of this lease without notice to the tenant. If, however, the lessor does not elect to so continue this lease and the tenant remains in said premises after the expiration of the term of this lease, such remaining in possession shall not, except at the option of the lessor, extend the term of this lease, and the tenant shall promptly vacate said premises; and if for any reason the tenant does not promptly vacate the premises at the end of the term, the tenant agrees to pay the lessor, for such time as elapses between the end of the term of this lease and the time when the tenant actually vacates the premises, a pro rata rental equal to one and one-half (1 1/2) times the rent provided to be paid during the term of the lease.

The tenant agrees that no assent, express or implied, by the lessor to any breach of any of the tenant's covenants or agreements shall be deemed or taken to be a waiver of any succeeding breach of such covenant.

Right of Entry.

The lessor shall at all times have the right to enter upon said premises to inspect their condition, and at his election to make reasonable and necessary repairs thereon for the protection and preservation thereof, but nothing herein shall be construed to require the lessor to make such repairs, and the lessor shall not be liable to the tenant, or any other person or persons, for failure or delay in making said repairs, or for damage or injury to person or property caused in or by the making of such repairs, or the doing of such work. The lessor shall have the right during the last 30 days of the term of this lease to place and maintain on the demised premises and in the windows thereof the usual notice of "To Let" or "To Rent," and to show said premises to prospective tenants.

Heirs and Others.

Each of the covenants, provisions, terms and agreements of this lease shall inure to the benefit of and shall be obligatory upon the respective heirs, executors, administrators, successors and assigns of the lessor and tenant respectively.

acting as agent only, assumes no obligation whatsoever in respect to any representation, warranty or covenant herein contained, and shall not in any event be held liable to lessor or to lessee for the fulfillment or non-fulfillment of any of the terms or conditions of this lease or for any action or proceedings that may be taken by either against the other.

There are no understandings or agreements outside of this lease.

IN TESTIMONY WHEREOF the lessor and tenant have hereunto set their hands and seals the day and year first written. We, the tenant, hereby acknowledge that at the time of making and delivery of this lease and mortgage lien, the Lessor delivered to us a full, true and complete copy of same.

Signed, sealed and delivered in presence of:

As to Lessor.

As to Tenant.

CITY OF NORTH ST. PAUL

By William T. Sandberg SEAL
Mayor
By Robert Gatti SEAL
Clerk/Manager
By Mark Motz SEAL
By Dennis Bartholomew SEAL

STATE OF Minnesota }
COUNTY OF Ramsey } ss.
On this September day of 1992,
before me, a Notary Public within and for said County, personally
appeared William Sandberg and Robert Gatti
to me personally known, who, being by me duly sworn, did say
that they are the Vice-President and Secretary of the Corporation
named in the foregoing instrument, and that the seal affixed
to said instrument is the corporate seal of said corporation, and
that said instrument was signed and sealed in behalf of said corporation
by authority of its Board of City Council
and said William Sandberg and Robert Gatti
acknowledged said instrument to be the free act and deed of said corporation.

Carolyn M. DeLong
NOTARY PUBLIC - MINNESOTA
My Commission Expires March 30, 1996
3-30-96

COUNTY OF Ramsey }
STATE OF Minnesota } ss.
On this September day of 1992,
before me, a Notary Public
within and for said County, personally appeared
Mark Motz & Dennis Bartholomew
to me known to be the person described in and who executed the
foregoing instrument, and acknowledged that he executed the
same as their free act and deed.

Carolyn M. DeLong
NOTARY PUBLIC - MINNESOTA
My Commission Expires March 30, 1996
Notary Public 3-30-96

And the said parties of the first part do hereby covenant with the said party of the second part, that said parties of the first part as the owner of said Lease and leasehold interest and the said buildings and improvements, and has good right to sell and convey the same as aforesaid, that the same are free from any and all liens and encumbrances, and that said Lease, leasehold interest, buildings and improvements in the quiet and peaceable possession of the said party of the second part, its heirs and assigns, against all persons lawfully claiming or to claim the whole or any part thereof, the said parties of the first part will WARRANT AND DEFEND

In Testimony Whereof, The said part of the first part ha hereunto set hand and seal this 15TH day of FEBRUARY A. D. 1994

Signed, Sealed and Delivered in Presence of

Mark Motz

Dennis Bartholomew

Seal

Seal

Seal

Seal

State of Minnesota,

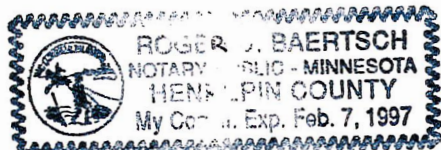
County of Ramsey

ss.

On this 15TH day of FEBRUARY A. D. 1994, before me, a within and for said County, personally appeared

Mark Motz and Dennis Bartholomew

to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as a free act and deed.



Drafted by:

Land Title, Inc.

8 Pine Tree Drive
Suite 150

Arden Hills, MN 55112

ASSIGNMENT OF LEASE

Office of Register of Deeds,

County of _____, Minn.

I hereby certify that the within instrument was filed in this office for record on the _____ day

of _____ A. D. 19____,

at _____ o'clock _____ M., and was

duly recorded in Book _____

of _____ on Page _____

Register of Deeds.

By _____ Deputy

Code #	0230
Title Co.	08
Typist	
Tract Index	
Register	
Fee	3700
Copy	

OTF _____ BK _____ CF _____
 STATE OF MINNESOTA
 COUNTY OF RAMSEY
 OFFICE OF THE REGISTRAR OF TITLES
 This is to certify that the within
 instrument was filed in this office at
 St. Paul, MN of the _____ day of _____
 19____ at _____ of 19____

 By _____

June 4, 2008

Mr. Dennis Bartholomew
2050 N. Margaret Street
North Saint Paul, MN 55109

Dear Mr. Bartholomew:

At its June 3, 2008 meeting the North Saint Paul City Council approved an extension to the agreement between you and the City of North Saint Paul for the Triple Crown Batting Cages building at McKnight Fields. The approved extension is for a ten year period from July 1, 2008 through June 30, 2018.

expiration date Oct 8, 2018 with automatic 5 yr Renewals at time of
City Manager Wysopal has requested that you draft a contract for this agreement and bring it in for review and signatures.

If you have any questions please contact Wally at 651-747-2421.

Sincerely,

Mary Mills

Mary Mills
Deputy Clerk

800-888-4950
www.lakevillemotor.com



Carole Clark Isakson

612-789-9000

Lease Extension Agreement

This Lease Extension Agreement is made this 3rd day of June, 2008 by and between the **CITY OF NORTH ST. PAUL**, ("Lessor") and **DENNIS BARTHOLOMEW**, owner of Triple Crown Batting Cages ("Lessee").

Whereas, in 1992 Lessor, and Mark Motz and Dennis Bartholomew (as joint lessees), entered into a lease concerning the premises on which Lessee constructed and operated batting cages (the "1992 Lease"); and

Whereas, Mark Motz is no longer an owner of Triple Crown Batting Cages; and

Whereas, the 1992 Lease was extended to June 30th, 2008, and is to be further extended;

Now, therefore, in consideration of the continuing terms and conditions of the 1992 Lease as amended by this Lease Extension Agreement, the parties agree as follows:

1. Extension Term. The termination date of the 1992 Lease, a copy of which is attached hereto as Exhibit "A", is extended for a term of ten (10) years beginning on July 1, 2008 and terminating on June 30, 2018 ("Lease Termination Date"), unless otherwise extended hereunder.
2. Automatic Renewal Term. Unless Lessee elects otherwise, the Lease Termination Date shall automatically be extended to June 30, 2023 without further action by Lessee. Should Lessee elect not to have the 1992 Lease automatically renew, Lessee shall tender written notice of this decision to Landlord within ninety (90) days prior to the Lease Termination Date.
3. Status of 1992 Lease. Unless specifically provided herein, all terms and conditions of the 1992 Lease shall continue in full force and effect. Lessee shall not pay cash rent, and shall continue to provide the services currently provided, unless otherwise agreed by the parties.

CITY OF N. ST. PAUL

Lessor

By: Michael R. Kuehn
Its: [Signature]
Mayor

By: Walter T. Wysocki
Its: [Signature]
City Manager

DENNIS BARTHOLOMEW

Lessee

[Signature]
Dennis Bartholomew



1900 Silver Lake Road
Suite 200
New Brighton, Minnesota 55112
(612) 638-1900
FAX 638-1994

September 19, 1996

Triple Crown Batting Cages
2308 E. 10th Avenue
North St. Paul, Minnesota 55109

RE: Closing with Heritage National Bank
Our File No. TC39263

Dear Sir or Madam:

Enclosed please find the original Business Lease and Assignment of Lease you supplied to our Company for your closing with Heritage National Bank on August 18, 1993. These documents have not been recorded at Ramsey County. It is our understanding that if you wish to have these documents recorded, a resolution from the City of North St. Paul must be obtained first.

If you have any questions, please do not hesitate to contact me.

Very truly yours,

LAND TITLE, INC.

Larry S. Mountain

enclosure

Code #	0790
Title Co.	08
Typist	
Tract Index	
Register	
Fee	39.00
Copy	

Assignment

For value received, the undersigned Mark A. Motz and Dennis E. Bartholomew

hereby sells, assigns, transfers, and sets over unto Triple Crown Bathing Cages, Inc., Tenant, all his right, title and interest to the within lease and premises therein described; it being understood, however, that this transfer in no way releases said tenant from his liability for the performance of all the terms, covenants and payment of rental under said lease.

For value received, _____ hereby assumes all the obligations under the terms of the within lease and agrees to perform all of the terms, covenants and conditions and pay the rent as therein stipulated, pursuant to the above agreement.

The within landlord hereby consents to the above assignment.

Dated this 21 day of December, A.D. 19

CTF _____ BK _____ PG _____

STATE OF MINNESOTA SS
COUNTY OF RAMSEY
OFFICE OF THE REGISTRAR OF TITLES.

This is to certify that the within instrument was filed in this office at St. Paul, MN of the _____ day of _____ 19____ at _____ o'clock _____ M.

LOU MCKENNA
Registrar of Titles

By _____ Deputy

CTF _____ BK _____ PG _____

STATE OF MINNESOTA SS
COUNTY OF RAMSEY
OFFICE OF THE REGISTRAR OF TITLES.

This is to certify that the within instrument was filed in this office at St. Paul, MN of the _____ day of _____ 19____ at _____ o'clock _____ M.

LOU MCKENNA
Registrar of Titles

By _____ Deputy

Code #	
Title Co.	
Typist	
Tract Index	
Register	
Fee	
Copy	

BUSINESS LEASE

FROM

CITY OF NORTH ST. PAUL

TO

MARK MOTZ

DENNIS BARTHOLOMEW

Premises Part of McKnight Field

Amount _____

Date September

Expiration September

KNOW ALL MEN BY THESE PRESENTS
 That Dennis Bartholomew
 Mark Motz and

Dollars, (\$ 1.00), to them
in hand paid by

Triple Crown Baiting Cages, Inc.
partY of the second part, ha Sold, Assigned, Transferred and Set Over, and by these presents do Sell, Assign, Transfer and Set Over and Convey unto the said partY of the second part, its heirs and assigns, Forever, the certain Lease bearing date the 21st day of December A. D. 1993, made by Mark Motz and Dennis Bartholomew

and recorded in the office of the Register of Deeds in and for the County of
and State of Minnesota, in Book _____ of _____ on page _____ and leasing
for the period, and subject to the rents and conditions in said Lease contained, the following described
land and premises in the County of _____ Ramsey _____ and State of Minnesota, viz:

3326397

together also with all the right, title and interest of said parties of the first part in and to said land and the buildings and improvements thereon.

TO HAVE AND TO HOLD, Said leasehold interest, together with all the hereditaments and appurtenances thereto belonging or in anywise appertaining, and said buildings and improvements to the said party of the second part, its heirs and assigns, Forever.

Code #	0230
Title Co.	08
Typist	
Tract Index	
Register	
Fee	
Copy	

CTF _____ BK _____ PG _____

STATE OF MINNESOTA SS
COUNTY OF RAMSEY

OFFICE OF THE REGISTRAR OF TITLES.

This is to certify that the within
instrument was filed in this office at
St. Paul, Minn of the _____ day of _____
19 _____ at _____ o'clock _____ M.

LOU MCKENNA
Registrar of Titles

By _____ Deputy

This Indenture, made in duplicate this 21 day of December, 19 92

by and between City of North St. Paul

Parties.

hereinafter designated and referred to as lessor, and Mark Motz, and Dennis Bartholomew

hereinafter designated and referred to as tenant,

WITNESSETH: THAT said lessor in consideration of the ~~rents and covenants~~ hereinafter mentioned, to be paid and performed by said tenant, does hereby demise, lease and let unto the said tenant, and the said tenant does hereby hire and take from the said lessor, the following described premises situate in the City of North St. Paul County of Ramsey State of Minnesota

to-wit: ~~That part of McKnight Field Park as shown on the attached diagram.~~
Lots 1 and 2, Block 12, Lots 3 through 21, inclusive, Block 12, Lots 4 through 32, inclusive, Block 11, Fourth Addition to North St. Paul

Description of Premises

To HAVE AND TO HOLD the above premises just as they are, without any liability or obligation on the part of said lessor of making any alterations, improvements or repairs of any kind on or about said premises or the building or buildings of which they are a part, or the equipment, fixtures, plumbing, appliances, or machinery in, upon or serving same, or the streets, alleys, areas, area-ways or passages adjoining or appurtenant thereto, for the term of (15) Fifteen years from and after the 1st day of July, 19 93, to the 30th day of June 19 2008, both dates inclusive, for the following purposes and for no other purposes, to-wit:

batting facility

Nature of Occupancy.

And the said tenant agrees to and with said lessor to pay the lessor as rent for the above mentioned premises the sum of ----- Dollars (\$ -0-) per month in monthly payments of It is understood that tenant will not be paying a dollar amount per month for rent; rather, the consideration for tenant to possess the premises during the term of this lease is tenant's cost of constructing the improvements on the premises as described in the Amended Agreement attached to this Lease and on tenant performing in accordance with the terms and conditions of this lease.

of each and every month for and during the full term of this lease, at the office of ----- Dollars (\$ -----), payable in advance on the first day

Tenant to Maintain and Surrender Premises in Good Order.

The said tenant also covenants and agrees with the lessor as follows: That the tenant will keep at his own expense said demised premises and the equipment, plumbing, drains, fixtures, appliances and machinery in, upon, serving or appurtenant to said demised premises, in good repair and in good sanitary condition during said term, and that he will replace at his own expense promptly any and all glass broken in or about said premises with glass of the same quality; that he will make no alterations in or additions to said premises, without first obtaining the lessor's written consent, and that he will not use or permit anything upon said premises that will increase the rate of insurance thereon, or anything that may be dangerous to life or limb, and that he will not in any manner deface or injure said demised premises, or any part thereof, or overload the floors, or do or permit anything to be done upon said premises or in the passages, ways, alleys, areas, area-ways, sidewalks or streets adjacent thereto, that will amount to or create a nuisance; and that he will not use said premises or permit the same or any part thereof to be used for lodging or sleeping purposes, or for any purpose contrary to the laws, ordinances or regulations of the United States of America or the State of Minnesota, or the City of North St. Paul or of any rules or regulations of the City of North St. Paul, or of any boards or officers of said city; and the tenant agrees to return said premises peaceably and promptly to the lessor at the end of the term of this lease, or at any previous termination thereof, in as good condition as the same are now in or may hereafter be put in, loss by fire and ordinary wear excepted.

And the tenant further covenants and agrees to keep the sidewalks bordering on said demised premises (where the leased space borders upon a sidewalk or passageway) and the roof of said demised premises at all times free from ice and snow and other obstructions, and to neither waste nor misuse water, electricity, gas, steam, or any other utilities or agencies which are or may be furnished by the lessor, and to promptly pay all rates, costs, and charges for the same, except as to such of the same as

Ice and Snow

Signs.

Lessee shall not erect or permit to be erected on said premises, any signs on the exterior of the premises or buildings without the written consent of lessor endorsed hereon nor place or permit to be placed in any portion of any of the demised premises any weight or weights in excess of the reasonable or safe carrying capacity of the structure.

Condition of Premises.

The tenant acknowledges the receipt of the demised premises and the same to be in good and sanitary condition, and in good repair, and the taking possession of the demised premises by the tenant shall be conclusive evidence that the demised premises, and the equipment, plumbing, drains, fixtures, appliances and machinery therein, were at the time of so taking possession thereof in good, clean, sanitary and tenantable condition, and in all respects satisfactory and acceptable to the tenant, and in the condition in which they were represented to the tenant to be and agreed to be put in by the lessor; and the tenant hereby releases the lessor from any and all claims arising from any defect in the condition of said demised premises, or the equipment, fixtures or appliances in or serving said premises, or the equipment, fixtures or appliances in or serving said premises, and the building or buildings of which they are a part, and the streets, alleys, areas, area-ways, passages or sidewalks adjoining or appurtenant thereto.

Sub-Leasing.

The tenant agrees that he will not sublet the demised premises, or any part thereof, and will not assign this lease or any interest therein, nor permit such lease to become transferred by operation of law or otherwise, and that no act or acts will be done or suffered whereby the same may be or become sublet or assigned in whole or in part, unless the written consent of the lessor endorsed thereon shall be first obtained in such and every case of underletting or assignment, as they shall from time to time occur or be desired, and that nothing whatever shall be held to be a waiver or supersede the necessity of such endorsement.

Bankruptcy.

Any assignment, sale in bankruptcy or insolvency of the lessee

THE TENANT HERETOBY AGREES THAT THE LESSOR SHALL NOT BE LIABLE FOR ANY DAMAGE, EITHER TO PERSON OR PERSONS OR PROPERTY OR THE LOSS OF PROPERTY SUSTAINED BY THE TENANT, OR BY ANY OTHER PERSON OR PERSONS DUE TO THE DEMISED PREMISES OR THE BUILDINGS OF WHICH THE DEMISED PREMISES ARE A PART, OR THE EQUIPMENT, FIXTURES, APPLIANCES OR MACHINERY IN OR UPON THE SAME, OR THE HALLS, PASSAGES, AREAS, AREA-WAYS AND SIDEWALKS OR STREETS ADJOINING OR APPURTENANT TO THE SAME BEING OR BECOMING OUT OF REPAIR OR DEFECTIVE, OR DUE TO THE HAPPENING OF ANY ACCIDENT, OR DUE TO ANY ACT OR NEGLECT OF THE TENANT, OR ANY TENANT OR OCCUPANT OF SAID BUILDING, OR OF ANY OTHER PERSON, PERSONS OR CORPORATIONS, OR BY THE BURSTING OF PIPES, OR BY THE USE OR MISUSE OF ANY INSTRUMENTALITY OR AGENCY IN OR CONNECTED WITH THE DEMISED PREMISES OR THE BUILDING OF WHICH IT IS A PART, OR OCCASIONED BY ANY NUISANCE MADE OR SUFFERED THEREON OR THEREIN.

The tenant assumes all liability and obligation on account of all damages on account of the matters and things above referred to, and agrees to save the lessor harmless thereon and therefrom, and to indemnify the lessor on account thereof. This provision shall apply especially, but not exclusively, to damage caused by water, snow, rain, hail, backing up of water mains or sewers, frost, steam, sewage, illuminating gas, sewer gas, or odors, electricity and electric current, and by the bursting, stoppage or leaking of pipes or radiators, plumbing, sinks and fixtures in or about the demised premises or the building of which the demised premises are a part. In case of such damage the lessor may at his option repair such damage, and if such damage has occurred in the demised premises or on account of the defects in the demised premises against which the tenant has agreed to make repairs, the tenant shall thereupon reimburse the lessor for the costs of repairing such damage, and if the tenant fails to perform any of the covenants or agreements herein provided to be kept or performed by the tenant, the lessor may perform the same and charge the tenant with the expense of such performance, and the tenant agrees promptly on demand to repay to the lessor the cost of such performance by the lessor.

The tenant further covenants and agrees that the service of notice by any officer of the City of North St. Paul

_____ upon either party to this lease to clean said premises, or to do any other act in connection therewith, shall be conclusive evidence as between the parties hereto of the breach by the tenant of the covenant with respect to the non-performance of which by the tenant such notice has been served.

Any notice from the lessor to the tenant, relating to the demised premises or the occupancy thereof, shall be deemed duly served if left at the demised premises addressed to the tenant.

The tenant further covenants and agrees as its own expense to observe and keep all regulations and requirements of the city of North St. Paul or other public

North St. Paul or other public authorities in force at the time of the taking possession by the tenant of the demised premises or which may thereafter be made regarding the condition and conduct of said demised premises, any part thereof, and the sidewalks adjacent thereto, including all building, fire, sanitary, police or other regulations.

The tenant further agrees that if the demised premises, or any part thereof, or any part of the improvements of which they form a part, shall be taken for any street or other public use, or shall during the continuance of this lease be destroyed by the action of the public authorities, then this lease and the term demised shall thereupon terminate.

It is further agreed between the lessor and the tenant that it is the duty of the tenant to maintain the premises in good repair and to keep the same in good order and condition during the term of this lease the demised premises or the improvements thereon shall be injured or destroyed by fire or other cause, or through any other cause, so as to render the demised premises unfit for occupancy, or makes it impossible to conduct the business of the tenant thereon, or to such an extent that the premises cannot be repaired with reasonable diligence within thirty (30) days from the happening of such injury, then the lessor may terminate this lease and the term herein demised from the date of such damage or destruction, and the tenant shall immediately surrender the demised premises and all interest therein to the lessor, ~~and the tenant shall pay rent only to the time of such surrender;~~ and in case of any such destruction or injury the lessor may re-enter and repossess the demised premises discharged of this lease, and may dispossess all parties then in possession thereof. But if the demised premises can be restored within sixty (60) days from the happening of the injury thereto, and the lessor within fifteen (15) days from the occurrence of such injury elects in writing to so repair or restore said premises within sixty (60) days from the happening of the injury thereto, then this lease shall not end or terminate on account of such injury by fire or otherwise, ~~but the rent shall not run or accrue after the injury and during the process of repairs,~~ and up to the time when the repairs shall be completed, ~~except only that the tenant shall during such time pay a pro-rata portion of such rent apportioned to the portion of the demised premises which are in condition for occupancy which may be actually occupied during such repairing period;~~ If, however, the demised premises shall be so slightly injured by any cause aforesaid, as not to be rendered unfit for occupancy, then the lessor shall repair the same with reasonable promptness, and in that case the rent shall not cease or be abated during such repairing period. All improvements or betterments placed by the tenant on the demised premises shall, however, in any event, be repaired and replaced by the tenant at his own expense and not at the expense of the lessor.

The lessor agrees and covenants that the tenant, ~~on paying the~~
~~, rent and performing the covenants aforesaid,~~ shall and may

THE LESSOR agrees with the LESSEE that, beginning on the date of this lease hereinafter stipulated for the beginning of the term of this lease, be in the possession and occupancy of any person not lawfully entitled to said possession and occupancy, and the lessor shall use due diligence to obtain possession thereof for the lessee, but it is expressly understood and agreed that the lessor, using due diligence as aforesaid shall not in any way be liable for any failure to obtain the possession of the premises for the lessee and that this lease shall not be affected in any way by any such failure to obtain possession except that the rentals hereunder shall be abated until possession shall be secured by the lessor for the lessee and written notice to that effect given by the lessor to the lessee.

It is understood and agreed with respect to all alterations and repairs, improvements or alterations to said demised premises, or any part thereof, which shall only be with the written consent of the lessor, that tenant shall and will in each instance save said lessor and said premises forever harmless and free from all costs, damages, loss and liability of every kind and character which may be claimed, asserted or charged, including liability to adjacent owners based upon the acts of negligence of said tenants or their agents, contractors or employees, or upon the negligence of any other person or persons in or about said premises or upon the failure of any or either of them to observe and comply with the requirement of the law or with the regulations of the authorities

in the said city of North St. Paul

and will preserve and hold the lessor and said premises forever free and clear from liens for labor and material furnished. And the tenant agrees that it will from time to time before making any such repairs, improvements or alterations furnish the lessor with a bond in an amount and with sureties satisfactory to the lessor conditioned for the performance by the tenants of the matters and things in this paragraph required to be done by the tenant.

It is further agreed between the lessor and tenant this lease is made upon the condition that if the tenant shall neglect or fail to keep, observe and perform any of the covenants and agreements contained in this lease, which are to be kept, observed or performed by the tenant, or if the leasehold interest of the tenant shall be taken on execution or other process of law, or if the tenant shall petition to be or be declared bankrupt or insolvent according to law, or if the tenant shall vacate said premises or abandon the same during the term of this lease, then and in any of said cases the lessor may immediately or at any time thereafter, and without further notice or demand, enter into and upon said premises, or any part thereof, in the name of the whole, and take absolute possession of the same fully and absolutely, without such re-entry ~~working a forfeiture of the rents to be paid and the covenants to be performed by the lessee for the full term of this lease, and may at the lessor's election lease or sublet said premises, or any part thereof, on such terms and conditions and for such rents and for such time as the lessor may elect, and after crediting the rent actually collected by the lessor from such letting on the rentals stipulated to be paid under this lease by the tenant from time to time, collect from the tenant any balance remaining due from time to time on the rent reserved under this lease, charging to the tenant such reasonable expenses as the lessor may expend in putting the premises in tenatable condition.~~ Or the lessor may at his election and upon written notice to the tenant declare this lease forfeited and void, and may thereupon re-enter and take full and absolute possession of said premises as the owner thereof, and free from any right or claim of the tenant, or any person or persons claiming through or under the tenant; and such election and re-entry last mentioned shall be and constitute an absolute bar to any right to enter by the tenant upon the payment of all ~~arrearages of rent and~~ costs after a disposssession under any suit or process for breach of any of the covenants of this lease, and the commencement by the lessor of any action to recover possession of said premises aforesaid shall be deemed a sufficient notice of election of said lessor to treat this lease as void and terminated, without the written notice above specified, unless the lessor shall in writing, before beginning such proceeding, notify the tenant that after obtaining such possession the lessor will continue to look to the tenant for the performance of this lease and will submit the premises on the tenant's account, in the manner as above provided.

The tenant further agrees that all goods, chattels, fixtures and personal property belonging to said tenant, which are or may be put into said demised premises, shall at all times be bound with a lien in favor of said lessor, to be chargeable for all rents hereunder and the fulfillment of the other covenants and agreements therein contained, and that in case of default by the tenant the lessor may without notice remove the same or any part of the same, in such manner as the lessor may choose, and the lessor shall have the right to sell all or any part of the same as public or private sale, without giving any notice to the tenant of such sale, and to apply the proceeds of such sale first to the payment of the costs and expenses of conducting said sale and caring for and storing such property, and to apply the balance, if any, to the amount then due from the tenant to the lessor.

It is also agreed between lessor and tenant that in case the taxes paid by the lessor upon the property of which the within leased premises are a part, shall in any year or years during the term of this lease be increased over and above the sum of

Dollars

(\$_____) annually, then the tenant shall pay as part of the annual rental of said premises for such year or years _____

The amount to be added to the rent thus provided not amount of increase of taxes in any year or years shall be added at the time of rent payment on or next after the date when penalty or loss of the customary discount begins to accrue for non-payment of such taxes. If the year's taxes are payable in two or more installments, then the amounts to be so added shall be apportioned and paid in the same way.

It is further agreed between the parties to this lease:

1. Tenant shall carry liability insurance in such amounts as are required by Minnesota Statutes 466.04; and the lessor shall be named as such policy's as an additional insured.
2. Tenant shall pay to Lessor on or before December 1, 1993, the sum of \$13,200 to reimburse the city for extra parking required to be constructed by this lease.
3. Lessor shall cut all grass, maintain and snow plow the parking lot.
4. Upon expiration of this lease, tenant shall have first consideration if the Lessor desires to continue leasing out the premises.

Lessee, upon leaving the premises hereby leased, shall at his own expense remove all ashes, dirt, rubbish and refuse, and upon lessee's failure so to do, lessor may immediately without further notice to lessee do the same at lessee's expense, which the lessee shall immediately pay upon receipt of a bill for same from lessor.

The tenant further agrees to give the lessor written notice thirty (30) days before the expiration of this lease of his intention to vacate at the end of this lease otherwise the lessor will have the option of continuing this lease for one year from and after the expiration of this lease without notice to the tenant. If, however, the lessor does not elect to so continue this lease and the tenant remains in said premises after the expiration of the term of this lease, such remaining in possession shall not except at the option of the lessor, extend the term of this lease, and the tenant shall promptly vacate said premises; and if for any reason the tenant does not promptly vacate the premises at the end of the term, the tenant agrees to pay the lessor, for such time as elapses between the end of the term of this lease and the time when the tenant actually vacates the premises, a pro rata rental equal to one and one-half (1 1/2) times the rent provided to be paid during the term of the lease.

The tenant agrees that no assent, express or implied, by the lessor to any breach of any of the tenant's covenants or agreements shall be deemed or taken to be a waiver of any succeeding breach of such covenant.

IN TESTIMONY WHEREOF the lessor and tenant have hereunto set their hands and seals the day and year first written. We, the tenant, hereby acknowledge that at the time of making and delivery of this lease and mortgage lien, the Lessor delivered to us a full, true and complete copy of same.

Signed, sealed and delivered in presence of:

As to Lessor.

As to Tenant.

STATE OF Minnesota
COUNTY OF Ramsey

On this September 1992 day of September, 1992, before me, a Notary Public within and for said County, personally

appeared William Sandberg and Robert Gatti to me personally known, who, being by me duly sworn, did say that they are the Vice-President and Secretary of the Corporation named in the foregoing instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of City Council and said William Sandberg and Robert Gatti acknowledged said instrument to be the free act and deed of said corporation.

Carolyn DeLong
NOTARY PUBLIC - MINNESOTA
My Commission Expires June 30, 1993
3-30-96
Notary Public

Rights of Entry.

The lessor shall at all times have the right to enter upon said premises to inspect their condition, and at his election to make reasonable and necessary repairs thereon for the protection and preservation thereof, but nothing herein shall be construed to require the lessor to make such repairs, and the lessor shall not be liable to the tenant, or any other person or persons, for failure or delay in making said repairs, or for damage or injury to person or property caused in or by the making of such repairs, or the doing of such work. The lessor shall have the right during the last 30 days of the term of this lease to place and maintain on the demised premises and in the windows thereof the usual notice of "To Let" or "To Rent," and to show said premises to prospective tenants.

Heirs and Others.

Each of the covenants, provisions, terms and agreements of this lease shall inure to the benefit of and shall be obligatory upon the respective heirs, executors, administrators, successors and assigns of the lessor and tenant respectively.

acting as agent only, assumes no obligation whatsoever in respect to any representation, warranty or covenant herein contained, and shall not in any event be held liable to lessor or to lessee for the fulfillment or non-fulfillment of any of the terms or conditions of this lease or for any action or proceedings that may be taken by either against the other.

There are no understandings or agreements outside of this lease.

CITY OF NORTH ST. PAUL

By William T. Sandberg SEAL
Mayor
By Robert Gatti SEAL
Clerk Manager
By Mark Motz SEAL
By Dennis Bartholomew SEAL
Dennis Bartholomew SEAL

COUNTY OF Ramsey
STATE OF Minnesota

On this September 1992 day of September, 1992,

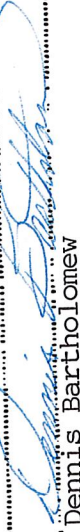
before me, a Notary Public within and for said County, personally appeared
Mark Motz & Dennis Bartholomew

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as their free act and deed

Carolyn DeLong
NOTARY PUBLIC - MINNESOTA
My Commission Expires June 30, 1993
3-30-96
Notary Public

And the said parties of the first part do hereby covenant with the said party of the second part, that said parties of the first part as the owner of said lease and leasehold interest and the said buildings and improvements, and has good right to sell and convey the same as aforesaid, that the same are free from any and all liens and encumbrances, and that said lease, leasehold interest, buildings and improvements in the quiet and peaceable possession of the said party of the second part, its heirs and assigns, against all persons lawfully claiming or to claim the whole or any part thereof, the said parties of the first part will WARRANT AND DEFEND

In Testimony Whereof, The said part of the first part has hereto set and seal this 15th day of February A. D. 1994

Signed, Sealed and Delivered in Presence of
Mark Motz, 
Dennis Bartholomew 

State of Minnesota,

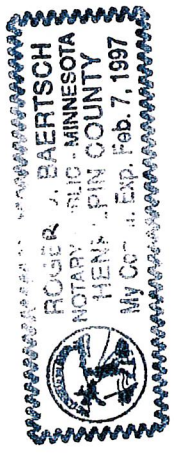
County of Ramsey

On this 15th day of February A. D. 1994, before me, a Notary Public in and for said County, personally appeared

✓ Mark Motz and Dennis Bartholomew

to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as a free act and deed.





Drafted by:

Land Title, Inc.
8 Pine Tree Drive
Suite 150
Arden Hills, MN 55112

ASSIGNMENT OF LEASE

Office of Register of Deeds,
County of _____, Minn.
I hereby certify that the within instrument was filed in this office for record on the _____ day of _____ A. D. 19____, at _____ o'clock _____ M., and was duly recorded in Book _____ of _____ on Page _____
By _____ Register of Deeds.
Deputy

Code #	0230
Title Co.	08
Typist	
Tract Index	
Register	
Fee	34.00
Copy	

OFF _____ SK _____

STATE OF MINNESOTA
COUNTY OF RAMSEY
OFFICE OF THE REGISTER OF DEEDS
This is to certify that the within
instrument was filed in the office of
St. Paul, Minn. of the _____ day of _____
19____ at _____ Minn.

1001 1st Ave.
Register of Deeds

By _____

Management Services Agreement **for Municipal Recreation Facility**

This agreement is entered into this 15 day of June, 2010 by the City of North St. Paul (City) and Triple Crown Batting Cages (Contractor).

The City and Contractor, in consideration of mutual covenants, promises, and agreements herein contained, agree as follows:

Whereas, the City is owner of certain recreational property and building with the common address of 2308 10th Avenue East, North St. Paul, and, the said property is located within the City's McKnight Field recreation complex which consists of multiple baseball and softball fields and other related buildings, structures and appurtenances; and

Whereas, the City desires to offer related services to the public by a private party; and

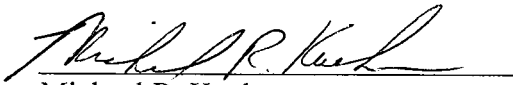
Whereas, the City recognizes that the Contractor has built at its own expense the building at 2380 10th Avenue and donated it to the City.

1. **Scope of Work.** The Contractor shall provide baseball and softball batting practice services to the public. Delivery of such services shall be by automatic pitching machines. The Contractor may provide related services and products for sale and consumption for the overall benefit of the public.
2. **Contract Term.** Work under this contract will commence January 1, 2010 and continue through June 30, 2018. Unless Contractor elects otherwise, the Termination Date shall automatically be extended to June 30, 2023 without further action by Contractor. Should Contractor elect not to have the agreement automatically renew, Contractor shall tender written notice of this decision to City within ninety (90) days prior to the Agreement Termination Date.
3. **Contractor Expense.** The Contractor shall be responsible for providing said services at no cost to the City and shall include personnel, insurance, workers compensation, utilities, maintenance of building and equipment and all other general conditions.
4. **Contract Amount.** The Contractor shall pay the City for use of the building and property in an amount equal to \$1.00 (one dollar) for the entire contract period.
5. **Rates for Services.** The Contractor shall set rates for services based on its own cost recovery and profit model. The City shall have the right to review and approve rates on an annual basis.
6. **Hours of Operation.** The Contractor shall set hours of operation and services based on the needs of the public. The City has the right to review and approve the hours of operation on an annual basis.

7. Review. The Contractor and the City shall meet at least once per year to review operations and services provided by the Contractor.

8. Insurance. The Contractor shall provide evidence of insurability with limits set forth by the City. The Contractor, furthermore, waives and removes the City from all liability for any actions or inactions by the Contractor.

CITY OF N. ST. PAUL

By: 
Michael R. Kuehn

Its: Mayor

TRIPLE CROWN BATTING CAGES

By: 
Dennis Bartholomew

Its: Contractor

By: 
Walter T. Wysopal

Its: City Manager

LEASE AGREEMENT

This Lease is made effective May 1, 2009 by City of North St. Paul, a Minnesota municipal corporation ("Landlord"), and Polar Charity, Inc. a Minnesota Nonprofit Corporation ("Tenant").

RECITALS:

A. Landlord is the fee owner of land located in the City of North. St. Paul, MN, which is by the high school, just north of State Hwy 36, west of First Avenue, and east of McKnight Road, and commonly known as "McKnight Fields" on which there exists spectator seating, grounds for walking and standing, and four softball fields that surround a building commonly called the "concession stand building". The "Premises" is limited to the concession stand building.

B. Landlord desires to lease the Premises to Tenant and Tenant desires to lease the Premises from Landlord.

C. Tenant desires to use and have control of the building and run the concessions (including food and drinks), on the Premises to serve the users and spectators of McKnight Fields. This Agreement does not give authority to the Tenant to program the use of the fields.

NOW, THEREFORE, the parties agree as follows:

1. Lease Agreement.

Landlord hereby leases the Premises to Tenant and Tenant hereby leases the Premises from Landlord subject to the terms and conditions contained herein.

2. Term.

The term of this Lease shall commence May 1, 2009 ("Commencement Date") and, unless earlier terminated or extended as provided herein, shall terminate on November 1, 2014 ("Initial Term").

3. Extended Term.

The Landlord and tenant may consider extending the agreement in October, 2013 if the desire to consider such extension is mutually agreeable. The terms of the Agreement are subject to negotiation.

4. Early Termination.

Either party may, with mutual agreement, terminate the lease with one (1) years written notice.

5. Rent.

Tenant will pay rent of one lump sum payment of one dollar and other valuable consideration ("Rent") to Landlord on the Commencement Date, the receipt of which is hereby acknowledged, for the first two (2) years of the Agreement. The rent for the subsequent three (3) years of the Agreement is subject to open book negotiation. Should reasonable terms not be agreed to it shall not constitute default by either side.

6. Development and Use of Premises.

a. Tenant may use the Premises for concession/ restaurant as a nonprofit, at Tenant's cost and expense and in accordance with all Legal Requirements, as the exclusive provider of concessions on and at the Premises, including McKnight fields and parking lots.

b. Landlord will ensure that Tenant is the exclusive provider of concessions at McKnight fields. And will as soon as possible, let Tenant know of any scheduled events at McKnight fields. Landlord shall enforce any existing NSP ordinance pertaining to the Premises, including drinking in the parking lot.

c. Tenant may use and occupy the Premises solely for concession/restaurant selling food and beverages, including 3.2 malt beverage, and for no other purpose unless Tenant has first obtained Landlord's written consent. Tenant shall not use or occupy the Premises for any unlawful purpose, and will comply with all present and future laws, statutes, ordinances, orders, rules, codes, regulations, decrees and requirements of all governmental units (including any agency, department, commission, board, bureau or subdivision thereof) having jurisdiction over the Premises (collectively "Legal Requirements").

Landlord, its agents, contractors or employees must give reasonable notice to inspect the premises and may have access to the premises at any time in response to an emergency. Landlord its agents, contractors or employees shall not enter the premises without first giving Tenant the opportunity to be present, except in an emergency or routine maintenance or inspection. Landlord will change the security codes and locks only upon the request of Tenant, and at its own expense, and shall simultaneously give the security code and keys to the Tenant, and maintain the key and code so that entry of Landlord shall only be as stated above. Landlord shall not give keys or codes to any employee or agent of the Landlord or anyone else, unless they may have cause to enter premises in the event of an emergency.

e. Landlord shall pay utilities, real estate and any other taxes, and for any and all other capital improvements necessary to bring and keep the premises fit for business, including the roof, walls, floors, plumbing, heating, garbage and rubbish removal, and electrical, and including the bathrooms. And will:

1. Provide enough rubbish cans so that they will hold the capacity of any tournaments or other events scheduled at McKnight Fields.

2. Landlord will monitor and dump the garbage on a regular basis.
3. Tenant will dispose of trash that is inside the concession stand building at the end of the day. Tenant will NOT pick up/dispose of trash that is outside of the internal concession building (like picking up the fields, and areas for spectator sitting and walking). In other words, garbage pick-up outside of the concession stand building, shall be the responsibility of Landlord.

f. Tenant shall pay all future costs of maintenance and repairs of existing concession equipment in connection with the operation or maintenance of the Premises or replace as they deem necessary.

g. Both landlord and Tenant shall hold and obtain liability insurance of at least \$1 Million Dollars per claim or occurrence.

7. Assignment and Subletting.

This agreement may not be assigned or sublet without written consent of Landlord.

8. Maintenance and Repair.

- a. Landlord shall professionally the exhaust system/ hood/vent/motor over the grill and deep fryer that is currently at the Premises, and will do so on a yearly basis.
- b. Tenant shall, at all time during the term of this Lease, at its cost and expense, keep and maintain the Premises in good order, repair and condition including the food or drink machines and other restaurant equipment on the Premises, or replace at Tenant's expense.
- c. Landlord will keep and maintain the remainder of the Premises, including bathrooms, in good order, repair and condition, including bathroom or sink fixtures, paper, soap, and also keep and maintain other utilities and will make all repairs and replacements including, but not limited to heating, ventilating and air conditioning systems, plumbing, electrical, structural components of the Improvements, down spouts, fire sprinkler system, and trash pick-up and removal.
- d. Tenant shall repair and pay for any destruction caused by any act or omission of Tenant or Tenant's agents, employees, invitees, licensees or visitors, but shall not be obligated to pay for destruction to the Premises caused by the negligence of Landlord, its agents or employees.
- e. Tenant agrees to maintain, all Improvements, equipment installed in the Premises; to use the Premises in a prudent and orderly manner; to suffer no waste or injury to the Premises or any Improvements or fixtures therein; and at the expiration or other termination of this Lease, to surrender the same with all Improvements good working condition, except for ordinary wear and tear and destruction by insured casualty.

9. Alterations; Equipment.

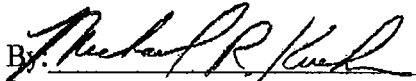
a. Tenant (with exception of restaurant equipment) will not make or permit anyone to make any alterations, decorations, additions or improvements, structural or otherwise, in or to the Premises without first obtaining the prior written consent of Landlord which consent shall not be unreasonably withheld or delayed. All alterations, decorations, additions or improvements shall be made in accordance with all Legal Requirements and insurance guidelines and shall be performed in a good and workmanlike manner by contractors approved by Landlord.

b. All alterations, decorations, additions or Improvements in or to the Premises made by Tenant shall become the property of Tenant upon the expiration or termination of this Lease, and may be removed by Tenant upon termination of lease.

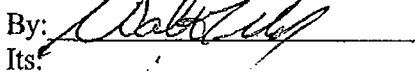
10. Agreements, and Stipulation on Governing Law.

Governing Law. The provisions of this Lease shall be governed by the laws of the State of **Minnesota**. This Lease may not be amended except in writing signed by all of the parties. No waiver of any provision hereunder shall be effective unless in writing signed by the party waiving its rights.

City of North St. Paul
Landlord

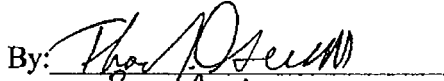
By: 
Its: _____

Mayor

By: 
Its: _____

City Manager

Polar Charity, Inc.
Tenant

By: 
Its: President

Incorporator/Officer

2023 Ball Field Reservations

		Kunkel	McKnight 1	McKnight 2	McKnight 3	McKnight 4	McKnight 5
Monday	3/13/2023	ISD-622	ISD-622	ISD-622	ISD-622	ISD-622	
Tuesday	3/14/2023	ISD-622	ISD-622	ISD-622	ISD-622	ISD-622	
Wednesda	3/15/2023	ISD-622	ISD-622	ISD-622	ISD-622	ISD-622	
Thursday	3/16/2023	ISD-622	ISD-622	ISD-622	ISD-622	ISD-622	
Friday	3/17/2023	ISD-622	ISD-622	ISD-622	ISD-622	ISD-622	
Saturday	3/18/2023						
Sunday	3/19/2023						
Monday	3/20/2023	ISD-622	ISD-622	ISD-622	ISD-622	ISD-622	
Tuesday	3/21/2023	ISD-622	ISD-622	ISD-622	ISD-622	ISD-622	
Wednesda	3/22/2023	ISD-622	ISD-622	ISD-622	ISD-622	ISD-622	
Thursday	3/23/2023	ISD-622	ISD-622	ISD-622	ISD-622	ISD-622	
Friday	3/24/2023	ISD-622	ISD-622	ISD-622	ISD-622	ISD-622	
Saturday	3/25/2023						
Sunday	3/26/2023						
Monday	3/27/2023	ISD-622	ISD-622	ISD-622	ISD-622	ISD-622	
Tuesday	3/28/2023	ISD-622	ISD-622	ISD-622	ISD-622	ISD-622	
Wednesda	3/29/2023	ISD-622	ISD-622	ISD-622	ISD-622	ISD-622	
Thursday	3/30/2023	ISD-622	ISD-622	ISD-622	ISD-622	ISD-622	
Friday	3/31/2023	ISD-622	ISD-622	ISD-622	ISD-622	ISD-622	
Saturday	4/1/2023						
Sunday	4/2/2023						
Monday	4/3/2023	ISD-622	ISD-622	ISD-622	ISD-622	ISD-622	
Tuesday	4/4/2023	ISD-622	ISD-622	ISD-622	ISD-622	ISD-622	
Wednesda	4/5/2023	ISD-622	ISD-622	ISD-622	ISD-622	ISD-622	
Thursday	4/6/2023	ISD-622	ISD-622	ISD-622	ISD-622	ISD-622	
Friday	4/7/2023	ISD-622	ISD-622	ISD-622	ISD-622	ISD-622	
Saturday	4/8/2023						
Sunday	4/9/2023						
Monday	4/10/2023	ISD-622	ISD-622	ISD-622	ISD-622	ISD-622	
Tuesday	4/11/2023	ISD-622	ISD-622	ISD-622	ISD-622	ISD-622	
Wednesda	4/12/2023	ISD-622	ISD-622	ISD-622	ISD-622	ISD-622	
Thursday	4/13/2023	ISD-622	ISD-622	ISD-622	ISD-622	ISD-622	
Friday	4/14/2023	ISD-622	ISD-622	ISD-622	ISD-622	ISD-622	
Saturday	4/15/2023						
Sunday	4/16/2023						
Monday	4/17/2023	ISD-622	ISD-622	ISD-622	ISD-622	ISD-622	
Tuesday	4/18/2023	ISD-622				ISD-622	
Wednesda	4/19/2023	ISD-622	ISD-622	ISD-622	ISD-622	ISD-622	
Thursday	4/20/2023	ISD-622	ISD-622	ISD-622	ISD-622	ISD-622	
Friday	4/21/2023	ISD-622	ISD-622	ISD-622	ISD-622	ISD-622	
Saturday	4/22/2023						
Sunday	4/23/2023						
Monday	4/24/2023	ISD-622	ISD-622	ISD-622	ISD-622	ISD-622	
Tuesday	4/25/2023	ISD-622	ISD-622	ISD-622	ISD-622	ISD-622	
Wednesda	4/26/2023	ISD-622	ISD-622	ISD-622	ISD-622	ISD-622	
Thursday	4/27/2023	ISD-622	ISD-622	ISD-622	ISD-622	ISD-622	

2023 Ball Field Reservations

		Kunkel	McKnight 1	McKnight 2	McKnight 3	McKnight 4	McKnight 5
Friday	4/28/2023	ISD-622	ISD-622	ISD-622	ISD-622	ISD-622	
Saturday	4/29/2023						
Sunday	4/30/2023						
Monday	5/1/2023	ISD-622	ISD-622	ISD-622	ISD-622	ISD-622	
Tuesday	5/2/2023	ISD-622	ISD-622	ISD-622	ISD-622	ISD-622	
Wednesda	5/3/2023	ISD-622	ISD-622	ISD-622	ISD-622	ISD-622	
Thursday	5/4/2023	ISD-622	ISD-622	ISD-622	ISD-622	ISD-622	
Friday	5/5/2023	ISD-622	ISD-622	ISD-622/3M	ISD-622/3M	ISD-622/3M	
Saturday	5/6/2023						
Sunday	5/7/2023						
Monday	5/8/2023	ISD-622	ISD-622	ISD-622	ISD-622	ISD-622	
Tuesday	5/9/2023	ISD-622	ISD-622	ISD-622	ISD-622	ISD-622	
Wednesda	5/10/2023	ISD-622	ISD-622	ISD-622	ISD-622	ISD-622	
Thursday	5/11/2023	ISD-622	ISD-622	ISD-622/3M	ISD-622/3M	ISD-622/3M	
Friday	5/12/2023	ISD-622	ISD-622	ISD-622	ISD-622	ISD-622	
Saturday	5/13/2023						
Sunday	5/14/2023						
Monday	5/15/2023	ISD-622				ISD	
Tuesday	5/16/2023	ISD-622	ISD-622	ISD-622	ISD-622	ISD-622	
Wednesda	5/17/2023	ISD-622	ISD-622	ISD-622	ISD-622	ISD-622	
Thursday	5/18/2023			3M	3M	3M	
Friday	5/19/2023						
Saturday	5/20/2023						
Sunday	5/21/2023						
Monday	5/22/2023						
Tuesday	5/23/2023		ISD-622	ISD-622	ISD-622	ISD-622	
Wednesda	5/24/2023		ISD-622	ISD-622	ISD-622	ISD-622	
Thursday	5/25/2023		ISD-622	ISD-622	ISD-622	ISD-622	
Friday	5/26/2023						
Saturday	5/27/2023		ISD-622	ISD-622	ISD-622	ISD-622	
Sunday	5/28/2023						
Monday	5/29/2023						
Tuesday	5/30/2023						
Wednesda	5/31/2023		ISD-622	ISD-622	ISD-622	ISD-622	
Thursday	6/1/2023			3M	3M	3M	
Friday	6/2/2023		ISD-622	ISD-622	ISD-622	ISD-622	
Saturday	6/3/2023						
Sunday	6/4/2023						
Monday	6/5/2023						
Tuesday	6/6/2023		MN Magic				
Wednesda	6/7/2023						
Thursday	6/8/2023		MN Magic	3M	3M	3M	
Friday	6/9/2023						
Saturday	6/10/2023						
Sunday	6/11/2023						
Monday	6/12/2023						

2023 Ball Field Reservations

		Kunkel	McKnight 1	McKnight 2	McKnight 3	McKnight 4	McKnight 5
Tuesday	6/13/2023		MN Magic				
Wednesda	6/14/2023						
Thursday	6/15/2023		MN Magic	3M	3M	3M	
Friday	6/16/2023						
Saturday	6/17/2023						
Sunday	6/18/2023						
Monday	6/19/2023						
Tuesday	6/20/2023	Legion	MN Magic				
Wednesda	6/21/2023	Legion					
Thursday	6/22/2023	Legion	MN Magic	3M	3M	3M	
Friday	6/23/2023						
Saturday	6/24/2023						
Sunday	6/25/2023						
Monday	6/26/2023						
Tuesday	6/27/2023	Legion	MN Magic				
Wednesda	6/28/2023						
Thursday	6/29/2023	Legion	MN Magic	3M	3M	3M	
Friday	6/30/2023						
Saturday	7/1/2023						
Sunday	7/2/2023						
Monday	7/3/2023						
Tuesday	7/4/2023						
Wednesda	7/5/2023						
Thursday	7/6/2023		MN Magic				
Friday	7/7/2023	Legion					
Saturday	7/8/2023	Legion					
Sunday	7/9/2023	Legion					
Monday	7/10/2023						
Tuesday	7/11/2023	Legion					
Wednesda	7/12/2023						
Thursday	7/13/2023			3M	3M	3M	
Friday	7/14/2023						
Saturday	7/15/2023						
Sunday	7/16/2023						
Monday	7/17/2023	Legion					
Tuesday	7/18/2023	Legion	MN Magic				
Wednesda	7/19/2023	Legion					
Thursday	7/20/2023	Legion	MN Magic	3M	3M	3M	
Friday	7/21/2023	Legion					
Saturday	7/22/2023	Legion					
Sunday	7/23/2023						
Monday	7/24/2023						
Tuesday	7/25/2023						
Wednesda	7/26/2023						
Thursday	7/27/2023			3M	3M	3M	
Friday	7/28/2023						

2023 Ball Field Reservations

		Kunkel	McKnight 1	McKnight 2	McKnight 3	McKnight 4	McKnight 5
Saturday	7/29/2023						
Sunday	7/30/2023						
Monday	7/31/2023						
Tuesday	8/1/2023						
Wednesda	8/2/2023						
Thursday	8/3/2023			3M	3M	3M	
Friday	8/4/2023						
Saturday	8/5/2023						
Sunday	8/6/2023						
Monday	8/7/2023						
Tuesday	8/8/2023						
Wednesda	8/9/2023						
Thursday	8/10/2023			3M	3M	3M	
Friday	8/11/2023						
Saturday	8/12/2023						
Sunday	8/13/2023						
Monday	8/14/2023						
Tuesday	8/15/2023						
Wednesda	8/16/2023						
Thursday	8/17/2023			3M	3M	3M	
Friday	8/18/2023						
Saturday	8/19/2023						
Sunday	8/20/2023						
Monday	8/21/2023						
Tuesday	8/22/2023						
Wednesda	8/23/2023						
Thursday	8/24/2023			3M	3M	3M	
Friday	8/25/2023						
Saturday	8/26/2023						
Sunday	8/27/2023						
Monday	8/28/2023						
Tuesday	8/29/2023						
Wednesda	8/30/2023						
Thursday	8/31/2023						
Friday	9/1/2023						
Saturday	9/2/2023						
Sunday	9/3/2023						
Monday	9/4/2023						
Tuesday	9/5/2023						
Wednesda	9/6/2023						
Thursday	9/7/2023			3M	3M	3M	
Friday	9/8/2023						
Saturday	9/9/2023						
Sunday	9/10/2023						
Monday	9/11/2023						
Tuesday	9/12/2023						

2023 Ball Field Reservations

	Kunkel	McKnight 1	McKnight 2	McKnight 3	McKnight 4	McKnight 5
Wednesda 9/13/2023						
Thursday 9/14/2023			3M	3M	3M	
Friday 9/15/2023						
Saturday 9/16/2023						
Sunday 9/17/2023						
Monday 9/18/2023						
Tuesday 9/19/2023						
Wednesda 9/20/2023						
Thursday 9/21/2023			3M	3M	3M	
Friday 9/22/2023						
Saturday 9/23/2023						
Sunday 9/24/2023						
Monday 9/25/2023						
Tuesday 9/26/2023						
Wednesda 9/27/2023						
Thursday 9/28/2023			3M	3M	3M	
Friday 9/29/2023						
Saturday 9/30/2023						
Sunday 10/1/2023						
Monday 10/2/2023						
Tuesday 10/3/2023						
Wednesda 10/4/2023						
Thursday 10/5/2023			3M	3M	3M	
TOTAL	63	63	70	70	72	0