



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

**August 24, 2023
5:00 PM**

The Special City Council Meeting will be conducted on **August 24, 2023** at 5:00 p.m. in the Sandberg Room of City Hall, located at 2400 Margaret St., North St. Paul.

Members of the public interested in joining remotely can connect with the following information:

The **August 24, 2023** Zoom meeting can be accessed at

<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

I. Call to Order

II. Pledge of Allegiance

III. Roll Call

Council Member Cole
Council Member Schweer
Council Member Wong
Council Member Nordby
Mayor Monge

IV. Adopt Agenda

V. Consent Agenda

- A. Management Services Agreement for Municipal Recreation Facility with the City of North St. Paul and Triple Crown Batting Cages, Inc.

VI. Adjournment

The next regularly scheduled City Council meeting is September 5, 2023.



To	Date
Honorable Mayor Monge and City Council	August 24, 2023

Agenda Placement # V.A

Consent Agenda

Subject

Management Services Agreement for Municipal Recreation Facility with the City of North St. Paul and Triple Crown Batting Cages, Inc.

Background/Facts

At the August 15, 2023 City Council meeting, City Council approved a Management Service Agreement for Municipal Recreation Facility between the City of North St. Paul and Triple Crown Batting Cages, Inc.

Attached is a new agreement with a change to number 5, stating the base rent shall not increase for the duration of the agreement. And a change to number 6, removing the City's right to review and approve the hours of operation on an annual basis.

Recommended Action

Staff recommends city council approve the attached agreement between the City of North St. Paul and Triple Crown Batting Cages, Inc.

Attachments

1. DOCS-#225720-v7-TRIPLE_CROWN_LEASE_AGREEMENT_2023

Respectfully submitted,
Brian Frandle, City Manager

**Management Services Agreement
for Municipal Recreation Facility**

This agreement is entered into this ____ day of _____, 2023 by **the City of North St. Paul**, a Minnesota municipal corporation, (City) and **Triple Crown Batting Cages, Inc.** a Minnesota corporation (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 (the “Property”), 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 recognizes that the Contractor has built at its own expense the building at 2308 10th Avenue and donated it to the City; and all obligations arising under the initial agreement and donation of the building have been fulfilled by all parties; and

Whereas, the City desires to offer baseball- and softball-related services to the public by a private party.

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 September 1, 2023 and continue through August 31, 2024 (the “Contract Year”). If the contract is not cancelled as provided for below, the term shall automatically extend for an additional twelve month Contract Year, up to a maximum of seven (7) total Contract Years. In no event shall this contract extend after August 31, 2030.
3. Cancellation. This contract shall expire automatically at the end of the seventh Contract Year, or at the end of the current Contract Year if either party submits a written notice of its intent not to extend the contract at least 60 days prior to the end of the current Contract Year.
4. 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, and routine maintenance of building and equipment and all other general conditions. Routine maintenance shall include, but is not limited to, ensuring that the structure, roof, and mechanical systems of the building are kept in good repair; maintaining the appearance of the building including repainting if necessary; ensuring that access to the building is maintained and repaired; ensuring that the building is kept in a clean and orderly manner; ensuring that all utilities are paid and maintained

in working order; and ensuring that the building is kept in compliance with all applicable city code, building maintenance code, and fire code provisions. Routine maintenance shall not include capital expenditures. "Capital Expenditures" means those expenditures which, in accordance with generally accepted accounting principles, are not fully chargeable to current expense in the year the expenditure is incurred. The City shall be responsible for necessary capital expenditures. The determination of which capital expenditures are necessary shall be left to the sole discretion of the City. The City shall perform regular inspections of the building to ensure adequate maintenance.

5. Contract Amount. The Contractor shall pay the City for use of the building and property. The Contractor shall pay a base rent of \$2.00 per square foot, 7,200 square feet for a total of \$14,400.00 per Contract Year. Said base rent shall be paid in equal monthly installments of \$1,200.00, paid on or before the first day of each month. If this agreement is cancelled part way through any Contract Year, there shall be no refund of the base rent amount. The base rent shall not increase for the duration of this Agreement.

6. Rates for Services. The Contractor shall set rates for services based on its own cost recovery and profit model.

7. 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.

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

9. Insurance. The City shall insure the building. The Contractor shall maintain, and provide evidence of, liability insurance in the minimum amount of \$1,000,000.00, workers' compensation insurance meeting or exceeding the minimum required by law, and personal property insurance. Contractor's insurance policies shall provide that no policy may be cancelled except after 30 days written notice to the City.

10. Taxes. "Taxes" shall be defined as: Real estate taxes and any other taxes, charges, or assessments which are levied with respect to the building or the land appurtenant to the building, or with respect to any improvements, fixtures, or equipment or other property of the Contractor, real or personal, located in the building or said land; any payments to any ground lessor or mortgagee in reimbursement of tax payments made by such lessor; and all fees, expenses, or costs incurred by the City in reasonably investigating, protesting, contesting, or in any way seeking to reduce or avoid increases in any assessments, levies, or tax rates pertaining to any Taxes to be paid by the City in any Contract Year relating to the ownership, maintenance, or operation of the building. Taxes shall not include any corporate, franchise, estate, inheritance, or net income tax, or any tax imposed upon any transfer by the City of its interest in this contract or the building.

10.1. The City and the Contractor agree that the building is currently exempt from Taxes pursuant to Minn. Stat. § 272.02. In the event that Taxes are assessed against either the City or the Contractor as a result of this contract, the Contractor shall pay Contractor's

proportionate share of any real estate Taxes assessed against the property.

10.2. In the event that any personal property Taxes are assessed directly against Contractor as a result of this contract or of any prior use of the building by Contractor, Contractor shall pay the full amount of any such Taxes.

10.3. The City agrees to cooperate with Contractor if Contractor contests, protests, petitions for review, or otherwise seeks to reduce or avoid any Taxes for which Contractor is responsible.

11. Indemnification. The Contractor shall indemnify and forever save and hold the City, its officials, agents, and employees harmless from and against all liability, actions, claims, demands, costs, damages, or expense of any kind which may be brought or made against the City, its officials, agents, or employees or which the City may pay or incur, by reason of the Contractor's, its members', volunteers', staff, guests', and agents' use of the Property, except in the case of intentional wrongdoing or gross negligence on behalf of the City, its officials, agents, or employees.

12. No Assignment. Neither party to this Agreement shall assign its rights or obligations hereunder without written consent from the other party.

CITY OF NORTH ST. PAUL

TRIPLE CROWN BATTING CAGES, INC.

Dated: _____

Dated: _____

BY: _____
John Monge, Mayor

BY: _____
ITS:

BY: _____
Brian Frandle, City Manager

BY: _____
ITS: