

Exhibit A

LEASE AGREEMENT

Dog Park on City of Saint Paul Property to be managed by Union Park District Council

This Lease Agreement ("Lease") is made and entered into this _____ day of _____, 2019, by and between the City of Saint Paul, a municipal corporation, through its Departments of Public Works and Parks and Recreation, ("City"), and Union Park District Council ("UPDC"), a district council within the city of Saint Paul.

WHEREAS, UPDC wishes to maintain an off-leash dog area on city property within the city of Saint Paul; and

WHEREAS, the City owns property at the southeast corner of Hamline Avenue and Ayd Mill Road; and

WHEREAS, the property was originally acquired for street purposes. In 1962 the Department of Public Works determined that the property was not needed for street purposes and asked that it be transferred to the Department of Parks and Recreation. Although a resolution to this effect was passed by the City Council, actual maintenance and control of the piece of land remained with the Department of Public Works; and

WHEREAS, Saint Paul Legislative Code §§ 170.06 and 200.05 allow off-leash dog areas to be created by the Director of Parks and Recreation and dogs to be off-leash only in such designated areas; and

WHEREAS, the Department Public Works is willing to lease the property to UPDC and give the Director of Parks and Recreation authority to designate it as an off-leash dog area and the Department of Parks and Recreation is willing to be the Lease Administrator and manage the Leased Premises for purposes of the Lease requirements; and

WHEREAS, at the termination of the Lease, maintenance and control of the property will revert to the Department of Public Works without the property being considered as parkland subject to Saint Paul City Charter Chapter 13;

Now, therefore, in consideration of the above, the parties hereto agree as follows:

1. **Leased Premises.** The City hereby leases to UPDC property located at the southeast corner of Hamline Avenue and Ayd Mill Road, as shown on Exhibit A, attached hereto and incorporated herein by reference, for the purpose of maintaining a community off-leash dog recreation area ("Leased Premises")

2. **Term.** This Lease is effective upon the date set forth above and will continue in effect for a period of three (3) years from the effective date, unless earlier terminated in accordance with the terms and conditions contained herein.
3. **Rent.** UPDC shall pay One Dollar (\$1.00) per year during the term of this Lease as rent, payable at signing.
4. **Insurance.** UPDC shall maintain in effect throughout the term of this Lease commercial general liability insurance in the amount of at least One Million Dollars (\$1,500,000.00) per occurrence and (\$2,000,000) aggregate, naming the City as an additional insured. UPDC shall supply to the City each year a current insurance certificate for the policy required in this section. Nothing in this section is intended to waive the City's statutory immunities or defenses, or limitations on liability under Minn. Stat. Chapter 466.
5. **Improvements.** UPDC shall provide all materials for the use and maintenance of the Leased Premises, including but not limited to: fencing around the perimeter (fence style is subject to approval by City); feces receptacles (3 minimum); feces bag dispensers (3 minimum); trash and/or recycling containers (3 minimum); signage which defines the hours of operation and rules of behavior to be posted at the entrance; and a bench or area for sitting.
 - a. **Fencing** – UPDC shall install a fence along the perimeter of the Leased Premises and create a dual-gate entrance with a small leash/un-leash area between the two gates. All fencing used must present an attractive outward appearance, and comply with any permit requirements for installation. Chain link fence at least four (4) feet high is recommended, but thick gauge hog wire and wooden posts is an acceptable alternative.
 - b. **Storage Unit** – UPDC may request approval for an above-ground storage unit which may not be larger than 10' x 12'. Any such storage unit must be well-maintained and organized and locked when no one is on-site. Cost of purchase and installation of the storage unit shall be the responsibility of UPDC.
 - c. **Signage** – Signage at the site must list the Leased Premises' address as well as contact information for the UPDC Dog Field coordinator. This information must include a current name, phone number and e-mail address for the coordinator and/or UPDC office. All signs must be approved by the City.
 - d. **User Rules** – Signs must be posted displaying the appropriate safety and security rules. City Lease Coordinator will provide required language consistent with other off-leash areas.
6. **Maintenance and Repairs.** UPDC is responsible for oversight and maintenance of the Leased Premises, and must repair or replace any damaged fences, benches, or other hardscapes.

7. **Waste and Trash Cleanup.** UPDC shall be responsible for managing feces waste and trash on-site. UPDC shall provide an annual update on the contract in place that will be responsible for this service. The City may require the agreement be in compliance with existing trash removal contracts.
8. **Parking and Pedestrian Traffic.** UPDC shall actively monitor parking and pedestrian traffic patterns along Hamline Avenue at Ayd Mill Road. In particular, UPDC shall monitor the parking along the Hamline Service Road and any pedestrian traffic/issues at the intersection and include this data in their quarterly reports.
9. **Lease Administrator.** UPDC shall designate an individual responsible for management of the dog park an alternate or co-coordinator. The City will designate a representative responsible for administration of this lease. Each party will notify the other of names and contact information within ten days of the signing of the Lease.
10. **Quarterly Status Meetings.** UPDC's designated Lease coordinator, the City's Lease coordinator, and the Ward 1 representative, if desired, will meet quarterly to review any issues arising from the use of the Leased Premises. At this meeting UPDC shall provide the following;
 - a. General status report on activity for that quarter;
 - b. General report on public comments, complaints and feedback received by the coordinator and/or UPDC and copies of the responses provided by the coordinator and/or UPDC;
 - c. Update on feedback/comments from the neighbors directly to the south of the Leased Premises;
 - d. Overall report on the physical condition of the Leased Premises including, but not limited to: condition of the ground/turf, fence and gate mechanisms, feces and trash receptacles, feces bag dispensers, and perimeter sidewalks;
 - e. Overview of parking and pedestrian conditions and/or issues adjacent to the Leased Premises; Plans for any upcoming events or special activities;
 - f. Any requests for assistance by the City (e.g., wood mulch, sidewalk repair, etc).
11. **Annual Report.** At the end of the calendar year, UPDC shall submit an annual report to the City outlining the Leased Premises activities for the year. The report must include updated contact information, committee members, highlights and issues and all items listed in section.
12. **Indemnity and Release.** UPDC shall defend and indemnify the City and its officials, employees and agents from all claims or damages arising from the use of the Leased Premises.

13. Surrender of Premises. UPDC, at the expiration of this Lease, shall quit peacefully and surrender possession of the Leased Premises to the City in as good order and condition as the property was delivered to UPDC.

14. Termination. The City retains the right to cancel the Lease at any time for failure to comply with the requirements set forth herein, and the City may enter the Leased Premises at any time to determine compliance with requirements of the Lease or to otherwise ensure the safe and sanitary condition of its property. UPDC and the City may jointly agree to an early termination of the Lease.

15. Non-Discrimination. UPDC shall not discriminate against anyone wishing to use the Dog Field on the basis of race, sex, color, creed, familial status, religion, age, disability, marital status, status with respect to public assistance, sexual or affectional orientation, ancestry or national origin.

Notice. All notices must be served personally on the City or UPDC, or made in writing and deposited in the U.S. Mail, certified and postage prepaid, and addressed to Union Park District Council, ATTN: Jolie Kennedy, 1821 University Ave W Suite 308 – St. Paul, MN 55104, and to the City at the Department of Parks and Recreation, 400 City Hall Annex, 25 West Fourth Street, St. Paul, MN 55102. The address to which the notice must be mailed must be regularly updated in writing as changes are made.

LESSEE:

Union Park District Council

By: _____

Its: _____

LESSOR:

City of Saint Paul

Director of Public Works

Director, Parks and Recreation

Director, Office of Financial Services

Mayor

City Clerk

City Attorney (Form Approval)

Exhibit A

Leased Premises

[Insert Depiction Here]