

RESOLUTION RELATED TO

THE ATHLETIC FACILITY PROPOSED BY DELASALLE ON NICOLLET ISLAND

WHEREAS, the Park Board recognizes that all parties involved in discussions of the use of Nicollet Island have the best interests of the island and students of DeLaSalle High School in mind; and,

WHEREAS, the Park Board desires a thoughtful discussion, resolution and agreement for the use of Nicollet Island that is consistent with its desire to preserve green space while also providing recreational opportunities for children and adults in Minneapolis; and,

WHEREAS, for 106 years DeLaSalle High School has played and continues to play a significant role in the history of Nicollet Island and in the education of a diverse and multi-cultural group of 800 students from throughout the Twin City Metropolitan Area; and

WHEREAS, a critical component of DeLaSalle High School's continuing vitality is to provide its students the ability and opportunity to participate in school sponsored physical education programs, youth sports and organized high school athletics; and

WHEREAS, DeLaSalle has demonstrated the need for and interest in developing an athletic field on Nicollet Island in cooperation with the Park Board that will provide facilities for DeLaSalle students and all residents of the City; and

WHEREAS, the MPRB believes that the construction of an athletic field adjacent to DeLaSalle, if certain conditions are met and full public involvement is sought, appears to be in the best interests of the Minneapolis park system and the residents of Minneapolis;

WE NOW RESOLVE that the Park Board is considering entering into a Reciprocal Use Agreement with DeLaSalle High school after or in conjunction with a review of designs for an athletic facility on Nicollet Island provided that certain conditions are met;

BE IT FURTHER RESOLVED THAT nothing in this Agreement shall be construed to give DeLaSalle approval to proceed with demolition or construction for a project which is definite or site specific and nothing in this Resolution can be construed to allow a project to be started or begun;

BE IT FURTHER RESOLVED THAT the Reciprocal Use Agreement which has been discussed is a DRAFT ONLY and will likely be amended to reflect changes in facility layout, content and use after citizen involvement, and does not take effect;

BE IT FURTHER RESOLVED THAT DeLaSalle must meet the following conditions before the Park Board acts on the Draft Reciprocal Use Agreement and facility approval and those conditions are:

- 1) The Park Board will initiate a Citizens Advisory Committee (CAC) to review all aspects of the project including the detailed site plan, design, location, and use of the proposed athletic facility. The CAC will also consider options that may include moving of facilities to adjacent parkland. The MPRB reserves and retains all its rights under its citizen advisory committee ordinance and other ordinances to grant or deny approval of any proposed project or redevelopment on the MPRB Property.
- 2) DeLaSalle shall prepare a detailed preliminary site plan that the CAC can react to and work from as a starting point to the design process. It is expected that this plan will be modified with CAC involvement.
- 3) It is understood that an Environmental Assessment Worksheet (EAW) will be performed related to the project prior to approval by MPRB. DeLaSalle agrees to pay for the costs associated with the environmental review of the project and will avoid or mitigate any adverse effects of the project.
- 4) DeLaSalle agrees to follow and adhere to all environmental laws, rules and regulations that may apply to any facility to be located in whole or in part on MPRB Property.
- 5) DeLaSalle shall be solely responsible for and shall bear all costs, including attorney fees, for securing the release of any claim or restriction on land use that the State of Minnesota or any of its political subdivisions may have to any portion of the MPRB Property.
- 6) DeLaSalle shall provide the MPRB with a financing plan for the construction of the athletic facility and any other costs associated with the project, i.e. relocation of existing facilities etc. prior to commencement of construction of the project and provide the necessary bonds and assurances necessary to the Board.
- 7) DeLaSalle shall commence construction of the project within 24 months of the date upon which the final approval of a project has been granted.

BE IT FURTHER RESOLVED THAT until all conditions relating to this Resolution have been met to the sole satisfaction of the MPRB, no legal right, interest, claim or title land owned by the Park Board will have accrued, or be transferred to DeLaSalle under this Resolution;

BE IT FURTHER RESOLVED THAT DeLaSalle understands that the Park Board or any other governmental agency is not prejudiced by this Resolution to seek changes to, modification of or rejection of any plan that DeLaSalle may make with respect to the MPRB Property.

IN WITNESS WHEREOF, the parties execute this Agreement as of this ____ day of _____, 200__.

DELASALLE HIGH SCHOOL
One DeLaSalle Drive
Minneapolis, Minnesota

THE CITY OF MINNEAPOLIS,
Acting by and through its
PARK & RECREATION BOARD

By: _____
Brother Michael Collins, FSC
Its: President

By: _____

Its: _____

By: _____

Its: _____