

COST SHARING AGREEMENT

This agreement is entered into on the ____ day of _____, 2019, between the City of Hastings, a Minnesota Municipal Corporation, with a principal place of business at 101 East 4th Street, Hastings, MN 55033, referred to herein as “City”, and Independent School District No. 200, with its principal place of business at 1000 West 11th Street, Hastings, MN 55033, referred to herein as “School District”. This agreement is sometimes referred to herein as “this Agreement”.

RECITALS

WHEREAS, the City and School District entered into a joint powers agreement (hereinafter referred to as “the Joint Powers Agreement”) dated as of May 2, 2001 pursuant to program within the City of Hastings pursuant to Minnesota Statute Section 121.85;

WHEREAS, the City is the owner of improved real property located generally at 213 Ramsey Street, Hastings, MN 55033 and legally described on the attached Exhibit A (hereinafter referred to as “the Ramsey Street Property”);

WHEREAS, the City and School District currently operate a senior center community education program in the Tilden Center Property pursuant to the Joint Powers Agreement;

WHEREAS, the School District is the owner of improved real property located generally at 855 4th Street West, Hastings, MN 55033 and legally described on the attached Exhibit B (hereinafter referred to as “the Tilden Center”);

WHEREAS, the City and School District have relocated the senior center operations from the Ramsey Street Property to the Tilden Center;

WHEREAS, to make the Tilden Center and associated improvements suitable for operation of the senior center, the School District is willing to undertake certain improvements, repairs, and maintenance of the Tilden Center with an estimated cost of \$1.2 million on the condition that the City agrees to contribute \$30,000 each year, for a period of 7 years, totaling \$210,000, to the School District to partially offset the School District’s costs of improving, maintaining and repairing the Tilden Center;

WHEREAS, the City and School District wish to reduce to writing their agreements regarding relocation of the senior center to the Tilden Center.

NOW, THEREFORE, the City and School District hereby agree as follows:

1. **Cost Sharing Agreement.** The City shall contribute \$30,000 each year, in monthly installments, for a period of 7 years, totaling \$210,000, to the School District to partially offset the School District’s costs of improving, maintaining and repairing the Tilden Center currently estimated to be \$1.2 million. The City shall make eighty-four (84) monthly payments to the School District in

the amount of \$2,500.00 each month beginning on the first day of September, 2019 and continuing on the first day of each month thereafter through August 1, 2026 when the entire contribution of \$210,000.00 by the City shall have been paid in full. The City and School District agree to work cooperatively to facilitate the relocation of the senior center facility and operations to the Tilden Center. This Agreement shall not modify the Joint Powers Agreement and except as provided for herein, operation of the senior center at the Tilden Center shall continue in the same manner and to the same extent as undertaken by the parties in the past with- cost sharing controlled by the terms of the Joint Powers Agreement.

2.

3.

4. **Notices.** All notices, consents, demand and requests which may be or are required to be given by either party to the other, shall be in writing, and shall be deemed given or served when deposited in the United States mail by registered or certified mail, postage prepaid, addressed as follows:

If to City: City of Hastings
 Attn: City Administrator
 101 Fourth Street East
 Hastings, N 55033

If to School District: Independent School District No. 200
 Attn: District Superintendent
 1000 West 11th Street
 Hastings, MN 55033

Such addresses may be changed from time to time by either party by serving notices as above provided.

5. **All Agreements Included.** Except as identified herein, this Agreement and the Joint Powers Agreement embody all the agreements between the parties hereto respecting the relocation of the senior center to the Tilden Center. All subsequent changes and modifications to be valid shall be embodied within a written instrument duly executed by the parties hereto.
6. **Dispute Resolution.** In the event of a dispute between the parties to this Agreement, before either party may initiate any lawsuit or other court action, the parties agree to undertake reasonable efforts in good faith to resolve the dispute through negotiation or another form of non-binding alternative dispute resolution mutually agreed to by the parties.
7. **Paragraph Headings.** The headings of the several paragraphs contained herein are for convenience only and do not define, limit, or construe the contents, construction or meaning of the provisions of this Agreement.

8. **Laws of Minnesota.** The laws of the State of Minnesota shall govern the validity, performance and enforcement of this Agreement.

IN WITNESS WHEREOF the respective parties hereby have executed this Agreement on the day and year first above written.

**City of Hastings,
A Minnesota Municipal Corporation**

By: _____
Mary Fasbender, Mayor

(SEAL)

By: _____
Julie Flaten, Interim City Admin &
Administrative Services Director

Independent School District No. 200,

By: _____
Tim Collins, Superintendent
Hastings Public Schools

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2019 by Mary Fasbender, Mayor of the City of Hastings, a Minnesota municipal corporation, and by Julie Flaten, Interim City Admin & Administrative Services Director of the City of Hastings, a Minnesota municipal corporation, on behalf of said corporation.

Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2019
by Tim Collins, Superintendent for Hastings Public Schools.

Notary Public

Exhibit A
Legal Description-Ramsey Street Property

Lot 6 except the South 70 feet thereof and an undivided $\frac{1}{2}$ interest in Lot 5, except the South 100 feet thereof, all in Block 15, Town of Hastings, according to the recorded plat thereof, Dakota County, Minnesota (Abstract Property); and

An undivided $\frac{1}{2}$ interest in the South 100 feet of Lot 5, Block 15, Town of Hastings, according to the recorded plat thereof, Dakota County, Minnesota, (Torrens Property).

Exhibit B
Legal Description-Tilden Center

Lots 1, 2, 3, 4, 5, 6, and 7, Block 18;

Lots 14 and 15, Block 18;

All of Lots 16 and 17, Block 18;

The West 20 feet of Lot 18, Block 18;

The East 20 feet of Lot 18, Block 18; and

All of Lots 19 and 20, Block 18;

All of the foregoing being part of Addition No. 13 to the City of Hastings, Dakota County, Minnesota.

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