

**FIRST AMENDMENT TO**  
**LEASE AGREEMENT FOR JOINT PARK MAINTENANCE FACILITY**  
**BETWEEN CITY OF HASTINGS AND**  
**INDEPENDENT SCHOOL DISTRICT NO. 200**

THIS FIRST AMENDMENT ("First Amendment") is made and executed this \_\_\_ day of \_\_\_\_\_, 2025, ("Effective Date") by and between the City of Hastings, 101 4<sup>th</sup> Street East, Hastings, Minnesota 55033, ("City") and Independent School District No. 200, 1000 West 11<sup>th</sup> Street, Hastings, Minnesota 55033 ("School District").

**RECITALS**

**WHEREAS**, the City and School District entered into a Lease Agreement ("Agreement") on June 18, 2001, for the planning, design, construction, and operation of a joint park maintenance facility.

**WHEREAS**, the City and School District also entered into an Operation and Maintenance Agreement ("OMA") on January 23, 2002, outlining the daily operation and maintenance responsibilities for the joint park maintenance facility.

**WHEREAS**, the City and School District desire to incorporate the OMA into the Agreement.

**WHEREAS**, pursuant to Section 5.13 of the Agreement, at any time after the Series 2001A Bonds, or their successors, are paid in full, the School District can elect to become an owner of an undivided forty-five percent (45%) interest in the joint park maintenance facility project, excluding the real estate.

**WHEREAS**, the School District can exercise this option by delivering written notice to the City and tendering payment of \$1.00, which the School District exercised on February 24, 2022.

**NOW, THEREFORE**, in consideration of the mutual covenants contained in this First Amendment, the City and School District desire to amend the Agreement as follows:

1. The OMA executed by the City and School District on January 23, 2002, is hereby incorporated in its entirety into the Agreement as Exhibit A, as authorized by Section 5.17 of the Agreement.
2. Pursuant to Section 5.13 of the Agreement, the City hereby acknowledges receipt of the written notice provided by the School District on February 24, 2022, along with payment in the amount of \$1.00, to exercise the School District's option to buy an undivided forty-five percent (45%) interest in the joint park maintenance facility, the written notice of which is hereby incorporated in its entirety into the Agreement as Exhibit B.

3. Except as provided for herein, the terms and provisions of the Agreement shall remain in full force and effect.
4. This First Amendment and all disputes or controversies arising out of or relating to this First Amendment, or the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the State of Minnesota, without regard to the laws of any other jurisdiction that might be applied because of the conflict of laws principle of the State of Minnesota.
5. This First Amendment may be executed in two or more counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by the parties and delivered to the other parties.
6. This First Amendment shall not be amended, modified or supplemented, except by a written instrument signed by the authorized representative of each party.

[The remainder of this page is intentionally left blank]

**CITY OF HASTINGS**

By: \_\_\_\_\_

Mary Fasbender, Mayor

By: \_\_\_\_\_

Kelly Murtaugh, City Clerk

Date: \_\_\_\_\_

**INDEPENDENT SCHOOL DISTRICT NO. 200**

By: \_\_\_\_\_

Dr. Tammy Champa, Superintendent

Date: \_\_\_\_\_

# EXHIBIT A

## *OPERATION AND MAINTENANCE AGREEMENT JOINT PARK MAINTENANCE FACILITY*

*THIS AGREEMENT* is made this 23<sup>rd</sup> day of January, 2002, by and between the City of Hastings, a Minnesota Municipal Corporation (City) and Independent School District 200, Hastings, Minnesota (School)

### BACKGROUND

The parties to this agreement have previously entered into a Lease Agreement regarding a joint park maintenance facility (Facility) which is being constructed by the City of Hastings.

The parties wish to put in writing their agreement regarding the daily operation and maintenance of the Facility.

1. Term of Agreement. This agreement shall remain in effect for as long as the Lease Agreement dated June 18, 2001 is in effect.

2. Utilities. The cost for all utilities, including but not limited to sewer, water, gas, electric and phone, for the Facility will be shared equally by the parties. The utility bills will go to the City. The City will pay the utility and then invoice the School for its share. The School agrees to reimburse the City within 30 days after receiving the invoice from the City. If the School would like a break down of the utility costs, it will contact the City.

3. Insurance on Building. The City shall make sure that the Facility structure is properly insured. The cost to insure the Facility shall be paid 55% by the City and 45% by the School.

4. Insurance on Building Contents. Each party shall be responsible to obtain and pay for insurance on their respective contents in the Facility. The parties shall share equally the cost to insure contents which are jointly owned by the parties.

5. Employees. Each party shall be responsible for their own employees working in or

operating out of the Facility. It is understood that at times the employees of one party may help out employees of the other party. While so helping out, each party shall remain responsible for the actions of their own employees.

6. **Computer Equipment.** Each party shall be responsible to supply and install their own computer equipment in the Facility. The two computer systems shall not be networked together so as to allow one party access to the other parties computer system.

7. **Equipment.** Each party shall be responsible to provide their own equipment for use in the Facility. If the parties wish to purchase major capital equipment to be used by both parties, the parties shall meet and determine if the equipment will be purchased and how the costs will be shared.

8. **Office Furniture and Equipment.** The parties shall share equally the cost of acquiring office furniture and office equipment for the Facility. It is expected that initially both parties will supply office furniture and equipment from their existing facilities. The cost of any computers will remain the separate costs of the parties.

9. **Office Supplies.** The cost of routine office supplies shall be shared equally.

10. **Cleaning Supplies.** The cost of all routine cleaning supplies will be paid equally by the parties.

11. **Cleaning Service.** The Facility will be cleaned at least two times per week by the school's custodians. The City agrees to pay School an amount equal to one-half of the School's cost, not to exceed \$235.00 per month.

12. **Small Tools.** The parties agree to share equally the cost of purchasing small tools for use at the Facility. Small tools are defined as those which cost less than \$500.00.

13. **Outdoor Storage.** The parties will mutually agree on the location of any outdoor

storage by either party. All outdoor storage must be in compliance with city ordinances.

14. Snow Removal and Grass Trimming. The parties shall share equally the costs and duties of removing snow from the Facility parking and storage areas as well as maintaining the grass and other vegetation. It is anticipated the parties may use their own forces to remove the snow and maintain the grounds of the Facility.

15. Dispute Resolution. In the event there is any dispute about the interpretation or application of this Agreement, the parties agree that the City Administrator and the School Superintendent shall meet and try to resolve the differences.

16. Amendments to Agreement. This Agreement may be modified only by written agreement signed by both parties.

17. Termination of Agreement. This Agreement may be terminated only in accordance with Section 5.11 of the June 18, 2001 Lease Agreement between the parties. Upon termination of this Agreement, any tools or equipment that were purchased jointly shall be divided equally.

Dated this 18<sup>th</sup> day of March, 2002.

**CITY OF HASTINGS, A MINNESOTA  
MUNICIPAL CORPORATION**

By: [Signature]  
Michael D. Werner, Mayor

(SEAL)

By: [Signature]  
Melanie Mesko Lee, Administrative  
Assistant/City Clerk

Dated this 23<sup>rd</sup> day of January, 2002.

**INDEPENDENT SCHOOL DISTRICT  
#200, HASTINGS, MINNESOTA**

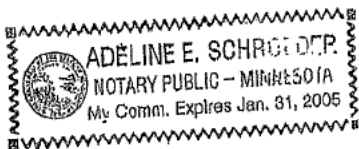
By: [Signature]  
Donald G. May, It's Chair

By: [Signature]  
Ann Skoglund, It's Clerk

ACKNOWLEDGMENT

STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF DAKOTA )

The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day of March, 2002 by Michael D. Werner and Melanie Mesko Lee Mayor and Administrative Assistant/City Clerk of the City of Hastings, Hastings, Minnesota.



Adeline Schroeder  
NOTARY PUBLIC

ACKNOWLEDGMENT

STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF DAKOTA )

The foregoing instrument was acknowledged before me this 23 day of January, 2002, by Donald G. May and Ann Skoglund, the Chair and Clerk of Independent School District #200, Hastings, Minnesota.



Shirley A. Meier  
NOTARY PUBLIC



# EXHIBIT B



BRIDGE TO SUCCESS

## Hastings Public Schools

INDEPENDENT SCHOOL DISTRICT 200  
1000 11<sup>TH</sup> STREET WEST  
HASTINGS, MN 55033-2597  
Phone (651) 480-7000  
Fax (651) 480-7004

Dr. Robert McDowell  
SUPERINTENDENT

February 24, 2022

*Via US. Certified Mail*

City of Hastings  
Attn: Director of Parks and Recreation  
101 Fourth Street East  
Hastings, MN 55033

City Attorney  
Fluegel & Moynihan P.A.  
1303 South Frontage Road, Suite 5  
Hastings, MN 55033

Re: Written Notice to Exercise Option to Buy 45% Interest in Joint Park Maintenance Facility

Dear Mr. Jenkins:

As you know, the City of Hastings ("City") and Independent School District No. 200 ("District") are parties to a Lease Agreement for the Joint Park Maintenance Facility dated June 14, 2001 ("Agreement"). Pursuant to Section 5.13 of the Agreement, at any time after the Series 2001A Bonds addressed in the Agreement have been paid in full, the District can elect to become an owner of an undivided 45% interest in the Project, excluding real estate. The Series 2001A Bonds have been paid in full. This letter and the accompanying payment of \$1.00 constitute written notice that the District is exercising its option to purchase the undivided 45% interest in the Project, excluding real estate.

Sincerely,

Dr. Robert McDowell  
Superintendent

Encl.

FACE OF DOCUMENT HAS COLORED BACKGROUND ON WHITE PAPER

BACK OF DOCUMENT HAS ARTIFICIAL WATERMARK - HOLD AT ANGLE TO VIEW

HASTINGS PUBLIC SCHOOLS  
1000 11TH STREET WEST  
HASTINGS, MN 55033-2597

THIS INSTRUMENT WHEN SIGNED BY THE  
TREASURER SHALL BECOME A CHECK PAYABLE  
TO THE ORDER OF THE PAYEE NAMED FOR THE  
AMOUNT STATED.

75 - 1592

912

827767

US BANK  
EAST GRAND FORKS, MN 56721

02/25/2022

PAY One and 0/100 dollars\*\*\*\*\*

\$1.00

TO CITY OF HASTINGS  
THE 101 4TH STREET EAST  
ORDER HASTINGS MN 55033-1955  
OF

Attn: Director of  
Parks & Rec

CHAIR

TREASURER

CLERK

Hastings Public Schools  
CITY OF HASTINGS

1 1235

USAP Date: 02/25/2022

827767

Inv Date	Invoice#	Voucher#	Comments
1/31/2022	JMF LEASE OPT TO BUY	179417	

Gross	Discount	Net
1.00	0.00	1.00
\$1.00	\$0.00	\$1.00

