

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

THIS AGREEMENT is made this 23rd 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.

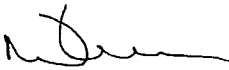
15. **Dispute Resolution.** In the event there is any dispute about the interpretation or application of this Agreement, the parties agree that the City Administrator and the School Superintendent shall meet and try to resolve the differences.

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

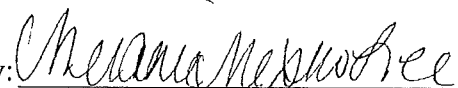
17. **Termination of Agreement.** This Agreement may be terminated only in accordance with Section 5.11 of the June 18, 2001 Lease Agreement between the parties. Upon termination of this Agreement, any tools or equipment that were purchased jointly shall be divided equally.

Dated this 18th day of March, 2002.

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

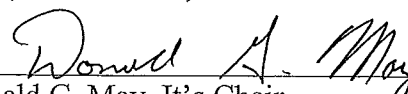
By: 
Michael D. Werner, Mayor

(SEAL)

By: 
Melanie Mesko Lee, Administrative
Assistant/City Clerk

Dated this 23rd day of January, 2002.

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

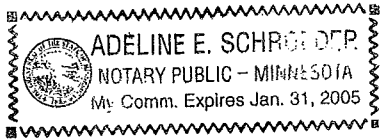
By: 
Donald G. May, It's Chair

By: 
Ann Skoglund, It's Clerk

ACKNOWLEDGMENT

STATE OF MINNESOTA)
) ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this 8th 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.

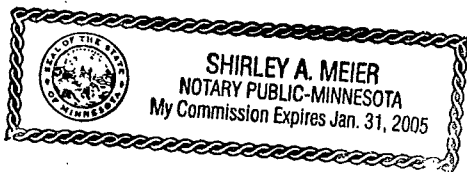


Adeline Schroeder
NOTARY PUBLIC

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