

3/8/87
511

LEASE AGREEMENT

THIS INDENTURE, made this 21st day of April, 1987, by and between the City of Shakopee, a Minnesota municipal corporation (hereinafter designated and referred to as "Lessor"), and Shakopee Chamber of Commerce, a Minnesota non-profit corporation (hereinafter designated and referred to as "Tenant").

WITNESSETH:

WHEREAS, Lessor is the present owner of the fee title to the land located in the County of Scott, State of Minnesota, legally described on Exhibit A attached hereto and made a part hereof and the improvements to be constructed thereon (said land and improvements) being hereinafter (referred as "Premises" or "Demised Premises"); and,

WHEREAS, Lessor desires to lease said Premises to Tenant, and Tenant desires to hire and take the Premises from the Lessor.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for further good and valuable consideration which each of the parties hereto acknowledge as adequate and sufficient, the parties hereto agree as follows:

ARTICLE I.

DEMISING CLAUSE

1.1 Lessor, for and in consideration of the rents herein reserved, and the covenants and agreements herein contained on the part of the Tenant to be kept, observed and performed, does, by these presents, demise and lease to Tenant, and Tenant hereby hires and lets from Lessor, the Demised Premises, all in accordance with the terms, covenants and conditions herein set forth.

1.2 Tenant shall have and hold the Demised Premises, and all improvements now or hereafter constructed thereon as they shall be, as of the date hereof, without any liability or obligation on the part of Lessor to make any alterations, improvements or repairs of any kind on or about said Demised Premises for the term of the within Lease. Tenant agrees to maintain the Demised Premises and all parts thereof in good and sufficient state of repair.

ARTICLE II.

TERM

2.1 The term of this Lease shall commence on the 1st day of May 1987 and shall continue thereafter through and inclusive to 12:00 o'clock noon on the 30th day of May 2037, unless sooner terminated as herein set fourth.

ARTICLE III.

RENTAL

3.1 In consideration of the leasing, aforesaid, and provided said use as set forth in Article IV. continues, Tenant agrees to pay to Lessor at Shakopee City Hall, total rental in the sum and amount of One and no/100 Dollars(\$1.00).

ARTICLE IV.

USE

4.1 The Demised Premises shall be used for purposes of a Chamber Office, Convention Bureau and Tourist Information Center and such other and similar uses and for such activities as may be lawfully carried on, in and about the Demised Premises. Tenant shall not use or occupy the Demised Premises or knowingly permit the Demised Premises to be used or occupied contrary to any statute, rule, ordinance, requirement or regulation applicable thereto, or in any manner which would substantially diminish the value or usefulness of the Demised Premises or any part thereof.

ARTICLE V.

INSURANCE

5.1 The Tenant shall, at the Tenant's sole cost and expense, keep all buildings or structures erected upon the Demised Premises, and fixtures therein, equivalent to the full replacement value thereof against (a) loss or damage by fire and (b) such other risks, of a similar or dissimilar nature, as are or shall be customarily covered with respect to buildings or structures similar in construction, general location, use and

occupancy, including, but without limiting the generality of the foregoing, windstorm, hail, explosion, vandalism, riot and civil commotion, damage from vehicles and smoke damage and such other coverage as may be deemed necessary by the Lessor, providing such additional coverage is obtainable and provided such additional coverage is such as is customarily covered with respect to buildings and structures similar in construction, general location, use and occupancy as are, or shall be, constructed on the Demised Premises. These insurance provisions shall in no way limit or modify any of the obligations of the Tenant under any of the terms or provisions of this Lease.

5.2 The Tenant shall also, at the Tenant's sole cost and expense, but for the mutual benefit of the Lessor and the Tenant, maintain (a) general public liability insurance against claims for personal injury, death or property damage occurring upon, in, or about the Demised Premises and on, in or about the adjoining lands, streets and passageways, such insurance to afford protection to the limit of not less than the maximum amount for which claim may be made against a municipality, which at the time this Lease is entered into as Six Hundred Thousand and no/100 Dollars (\$600,000.00) per person and Six Hundred Thousand and no/100 Dollars (\$600,000.00) per incident. Should that amount be changed by the legislature the Tenant will provide insurance affording protection to the Lessor in the new amounts. Should by Court action the limitations on amounts of claims that may be made against a municipality be removed, the Tenant shall provide such amounts of insurance as the Lessor shall from time to time by written notice require. Moreover, should the Lessor determine that it is in its best interest to require Tenant to provide insurance over and above the amounts hereinbefore set forth, the Lessor shall give Tenant written notice thereof and the Tenant shall provide proof of such additional insurance within thirty (30) days of said written notice.

5.3 All policies of insurance relating to fire, windstorm and similar coverage shall name the Lessor as the co-insured.

5.4 All policies of insurance shall be written in companies satisfactory to the Lessor and shall be written in such form and shall be distributed in such companies as shall be reasonably acceptable to the Lessor. Said policies shall be delivered to the Lessor endorsed "premium paid" by the company or agency issuing the same or accompanied by other evidence satisfactory to the Lessor that the premiums thereon have been paid, not less than ten (10) days prior to the expiration of any then current policies. Said policies shall also contain language whereby the Lessor shall be notified in writing by the insurer of any cancellation of said policy.

5.5 The Tenant shall insure the contents of any building or

structure occupied by the Tenant, against loss or damage by fire, windstorm or other casualty for such amount as Tenant may desire and Tenant agrees that such policy shall contain a waiver of subrogation clause as to the Lessor. The Tenant waives, releases and discharges Lessor for all claims or demands whatsoever which Tenant may have or acquire in the future, arising out of damage to the destruction of Tenant's contents occasioned by fire or extended coverage risk whether such claim or demand may arise because of the negligence of the Lessor, its agents or employees or otherwise, and Tenant agrees to look to insurance coverage only in the event of such loss.

ARTICLE VI.

UTILITIES

6.1 It is further agreed that Tenant will pay for all charges for water, electricity, light, heat, gas, power, sewer or other utilities furnished to said premises. Tenant assumes all risks upon availability or interruption of such utility services except for causes within the reasonable control of Lessor. The rent and other obligations hereunder shall not abate, and this Lease shall not terminate as a result of unavailability or interruption of said utilities.

ARTICLE VII.

REPAIRS

7.1 The Tenant covenants throughout the terms of this Lease and any renewal terms, at the Tenant's sole cost and expense, to take good care of the Demised Premises, including the buildings and improvements now or at any time erected thereon, the equipment, fixtures, motors and machinery thereof, the sidewalks, curbs, roadways, parking areas and fences, and to keep the same in good order and condition, and shall promptly, at the Tenant's own cost and expense, make all necessary repairs, interior and exterior, structural maintenance, ordinary as well as extraordinary, foreseen as well as unforeseen, including specifically, but not by way of limitation, all repairs made necessary by the use made by Tenant of the Premises. When used in this provision, the term "repairs" shall include replacements or renewals when necessary, and all such repairs made by the tenant shall be equal in quality and class to the original work. The Tenant shall keep and maintain all portions of the Demises Premises and the sidewalks adjoining the same in a clean and orderly condition, free of accumulation of dirt, rubbish, snow and ice.

ARTICLE VIII.

COMPLIANCE WITH LAWS

8.1 The Tenant covenants through the term of this Lease, at the Tenant's sole cost and expense, promptly to comply with all laws and ordinances and the orders, rules, regulations and requirements of all federal, state and municipal governments and appropriate departments, commissions, boards and officers thereof, and the orders, rules and regulations of the Board of Fire Underwriters where the Demised Premises are situated, or any other body now or hereafter constituted exercising similar functions, foreseen or unforeseen, ordinary as well as extraordinary, which may be applicable to the Demised Premises, the fixtures thereof and the sidewalks and curbs, if any, adjoining the Demised Premises or the use or manner of use of the Demised Premises. The Tenant will likewise observe and comply with the requirements of all policies of public liability, fire and all other policies of insurance at any time in force with respect to the building and improvements on the Demised Premises and the equipment thereof.

ARTICLE IX.

MECHANICS LIENS

9.1 The Tenant shall not suffer or permit any mechanics liens to be filed against the Demises Premises or any part thereof by reason of any work, labor, services or materials supplied or claimed to have been supplied to the Tenant.

ARTICLE X.

INTENT OF PARTIES

10.1 It being the intention and purpose of the respective parties hereto that all costs or expenses of whatever character or kind, general and special, ordinary and extraordinary, foreseen or unforeseen, and of every kind and nature whatsoever that may be necessary in or about the operation of the demised Premises, shall be paid by the Tenant.

10.2 The Tenant covenants and agrees that if it shall at any time fail to pay any costs, as defined above, or take out, pay for, maintain or deliver any of the insurance policies above provided for, or shall fail to make any payment or perform any other act on its part to be made or performed as in this Lease provided, then the Lessor may, but shall not be obligated so to do, and without notice to or demand upon the Tenant and without waiving or releasing the tenant from any obligations of the

tenant in this Lease contained, pay any such imposition, effect any such insurance coverage and pay premiums therefor, and may make any other payment or perform any other act on the part of the Tenant to be made and performed as in this Lease provided, in such manner and to such extent as the Lessor may deem desirable, and in exercising any such right to pay necessary and incidental costs and expenses, employ counsel and incur and pay reasonable attorneys fees. All sums so paid by the Lessor and all necessary and incidental costs and expenses in connection with the performance of any such act by the Lessor shall be payable to the Lessor on demand, together with interest thereon at the lessor rate of twelve (12%) percent per annum or the maximum permitted by law from the date of making of such expenditure by Lessor.

ARTICLE XI.

DEFAULTS OF TENANT

11.1 If, during the initial term of this Lease or any renewal term (a) the Tenant shall fail to continue the use of the Demised Premises, or (b) make an assignment for the benefit of creditors, or (c) a voluntary petition be filed by the Tenant under any law having for its purpose the adjudication of the Tenant a bankrupt, or (d) a receiver be appointed for the property of the Tenant by reason of insolvency of the Tenant, the occurrence of any such contingency shall be deemed a breach of the Lease and this Lease shall, ipso facto upon the happening of any of said contingencies be terminated and the same shall expire as fully and completely as if the day of the happening of such contingency were the date herein specifically fixed for the expiration of the initial term or any renewal term, and the Tenant will then quit and surrender the Demised Premises to the Lessor, but the Tenant shall remain liable as hereinafter provided.

11.2 If, during the initial term of this Lease or any renewal term (a) the Tenant shall make default in fulfilling any of the covenants of this Lease or (b) the Demised Premises shall be left vacant or deserted for a period of thirty (30) days or (c) this Lease shall be signed or transferred in any manner, the Lessor may give to the Tenant notice of any default or of a happening of any contingencies in this paragraph referred to, and if at the expiration of thirty (30) days after the service of such notice, the default or contingency upon which said default was based shall continue to exist, when the case of a default or contingency which cannot with due diligence be cured within a period of thirty (30) days, if the Tenant fails to proceed promptly after the service of such notice and with all due diligence to cure the same and thereafter to prosecute the curing of such default with all due diligence (it being intended that in connection with a default not susceptible of being cured with due

diligence within thirty (30) days the time within which Tenant is to cure the same shall be extended for said period as may be necessary to complete the same with all due diligence), the Lessor, at its option, may terminate this Lease and upon such termination the Tenant shall quit and surrender the Demised Premises to the Lessor, but the tenant shall remain liable as hereinafter provided.

11.3 The specified remedies to which the Lessor may resort under the terms of this Lease are accumulative and are not intended to be exclusive of any other remedies or means of redress to which the Lessor may be lawfully entitled in case of a breach or threatened breach by the Tenant of any provisions of this Lease. The failure of the Lessor to insist in any one or more cases upon the strict performance of any of the covenants of this Lease or to exercise any option herein contained shall not be construed as a waiver or relinquishment for the future of such covenant or option. In addition to the other remedies in this Lease provided, the Lessor shall be entitled to the restraint by injunction of the violation, or attempted or threatened violation, of any of the covenants, conditions or provisions of this Lease.

ARTICLE XII.

ASSIGNMENT

12.1 The Tenant shall not assign this Lease, either in whole or in part, nor sublet or mortgage the leasehold interest of Tenant or any part or parts thereof, without prior written consent of the Lessor, which consent will be given, if at all, only to an assignment of this Lease to a non-profit corporation or entity. This condition shall not prevent the Tenant from leasing space within the Demised Premises on an hourly or similar basis for purposes connected with the use of the Demised Premises as a Chamber Office, Convention Bureau and Tourist Information Center.

ARTICLE XIII.

SIGNS

13.1 Tenant may erect such signs as it may deem desirable, as long as said signs do not violate the laws of the municipality in which the Demised Premises is situated.

ARTICLE XIV.

MISCELLANEOUS

14.1 The Tenant covenants not to do or suffer any waste or damage, disfigurement or injury to any building or improvement now or hereafter on the Demised Premises, or the fixtures and equipment thereof.

14.2 The Tenant agrees to permit the Lessor, or its authorized representatives to enter upon the Demised Premises at all reasonable times for the purpose of inspecting the same and making necessary repairs to any facility on the Demised Premises which the Lessor maintains or operates.

14.3 The Tenant hereby agrees to indemnify and save harmless the Lessor against and from any and all claims by or on behalf of any person or persons or firm or firms, arising from the conduct or management of or from any work or thing whatsoever done in or about the Demised Premises. Tenant further acknowledges that no representation, express or implied, has been made by Lessor as to the suitability of the Demised Premises to be used by the Tenant.

14.4 All notices, demands and requests which may or are required to be given by either party to the other shall be in writing. All notices, demands and requests by the Lessor to the Tenant shall be mailed by United States Mail, postage prepaid, addressed to the Tenant at the Demises Premises. All notices, demands and requests by the Tenant to the Lessor shall be sent by United States Mail, postage prepaid, addressed to the Lessor, at Shakopee City Hall, Shakopee, Minnesota.

14.5 The Tenant, in the use and occupancy of the Demised premises and in the conduct of any business therein, shall comply with the requirements of all laws, orders, ordinances, rules and regulations of the federal, state, county and municipal authorities. The Tenant covenants that it will not use or permit to be used any part of the Demised Premises for any dangerous, noxious or offensive trade or business and will neither cause nor suffer any nuisance in, at or on the Demised Premises.

14.6 The Tenant shall, upon termination of this Lease, for any reason whatsoever surrender to the Lessor the buildings, structures, fixtures and building equipment upon the Demised Premises, together with all additions, alterations and replacements hereof.

14.7 The Tenant shall, upon mutual termination of this Lease for purposes of relocating Tenant's building and equipment, be permitted to relocate and shall return the premises to its original state at no cost to Lessor.

14.8 The covenants and agreements herein contained shall bind and insure to the benefit of the Lessor, its successors and assigns, and the Tenant and its permitted successors and assigns.

14.9 If any term or provision of this Lease shall to any extent be invalid or unenforceable, the remaining terms and provisions of this Lease shall not be effected thereby, but each term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law. This Lease shall be constructed and enforced in accordance with the laws of the State of Minnesota.

ARTICLE XV.

RENEWAL

15.1 This Lease may be extended for additional five (5) year periods according to the same terms and conditions by written mutual agreement of the parties hereto.

ARTICLE XVI.

WAIVER OF MECHANICS LIEN

16.1 Before commencing any improvement to the Premises, or allowing any materials, labor or services to be supplied for improvement to the Premises, the Tenant shall provide the Lessor with mechanic lien waivers properly executed by all suppliers of labor and/or materials. Failure of the Tenant to provide said waivers shall constitute a breach of this lease Agreement and shall entitle the Lessor to any and all remedies hereinbefore set forth.

ARTICLE XVII.

NOTICE

17.1 During the term of this Lease and any extension thereof, Tenant shall cause to be posted in a conspicuous place on the Premises, and in a manner clearly visible to the public, notice stating that the Lessor, the City of Shakopee, is not responsible for the cost of any labor, materials or supplies provided for use or improvement of the Premises.

IN WITNESS WHEREOF, each of the parties hereto has caused this Lease to be duly executed as of the day and year first above written.

CITY OF SHAKOPEE

By Eldon A. Reinke
Eldon Reinke, Mayor

By John K. Anderson
John Anderson, City Administrator

By Judith S. Cox
Judith S. Cox, City Clerk

This instrument was
drafted by:

Julius A. Coller, II
211 W. 1st Avenue
Shakopee, MN 55379

SHAKOPEE CHAMBER OF COMMERCE

BY Linnea Stromberg Wise
Its President

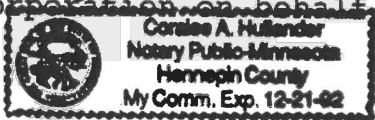
By W. Ada Muvatt
Its Secretary

Approved as to form this 30 day
of June, 1987

Julius A. Coller, II
City Attorney

STATE OF MINNESOTA)
) SS
COUNTY OF SCOTT)

The foregoing instrument was acknowledged before me this 2nd day of June, 1987, by Eldon Reinke, John Anderson and Judith S. Cox, respectively the Mayor, the City Administrator and the City Clerk of the City of Shakopee, a Minnesota municipal corporation, on behalf of the corporation.



Cora A. Hullander
Notary Public

STATE OF MINNESOTA)
) SS
COUNTY OF SCOTT)

The foregoing instrument was acknowledged before me this 14th day of May, 1987, by Linnea Stromberg Wise and this 15 day of May, 1987 by W. Ada Muvatt respectively the President and the Secretary of Shakopee Chamber of Commerce, a Minnesota non-profit corporation, on behalf of the corporation.



ALAN L. SCHWARTZ
NOTARY PUBLIC - MINNESOTA
HENNEPIN COUNTY
My commission expires Dec. 16, 1987

Alan L. Schwartz
Notary Public

EXHIBIT A

That part of the Northwest Quarter of the Northwest Quarter of Section 5, Township 115, Range 23, Scott County, Minnesota, described as follows:

Commencing at the point where the West line of the Northwest Quarter of the Northwest Quarter intersects the North Right-of-Way of Trunk Highway No. 101, thence in an Easterly direction along the North Right-of-Way line of said Trunk Highway No. 101 a distance of 152.0 feet to the actual point of beginning of the property to be described; thence North on assumed bearing 128.0 feet, thence East on assumed bearing 68.0 feet, thence North on assumed bearing 127.0 feet, thence East on assumed bearing 170.0 feet, thence South on assumed bearing 305.0 + feet to the North Right-of-Way line of Trunk Highway No. 101, thence Westerly along said North Right-of-Way line of Trunk Highway No. 101 to the point of beginning.

9/23 revised for legal time, at request of County Recorder

AGREEMENT MODIFYING THE TERMS OF THAT CERTAIN AGREEMENT
OF APRIL 21, 1987 BETWEEN THE
CITY OF SHAKOPEE AND THE SHAKOPEE CHAMBER OF COMMERCE

WHEREAS, Article XII of that certain lease agreement of April 21, 1987 between the City of Shakopee and the Shakopee Chamber of Commerce prohibits the assignment, subletting or mortgaging of the lease hold interest described in said agreement by the Shakopee Chamber of Commerce referred to in said lease as tenant unless prior written consent was given by the City of Shakopee, and

WHEREAS, in order to facilitate the borrowing of necessary construction funds by the said tenant, the tenant has requested that the City modify Section 12.1 of Article XII of said agreement to permit the mortgaging by the tenant of the facility in order to obtain a loan to build said facility, and

WHEREAS, the request has been considered and found to be proper and in order.

NOW, THEREFORE, THIS Agreement made and entered into this 18th day of August, 1987, by and between the Shakopee City Council in behalf of the City and the Shakopee Chamber of Commerce as follows:

IT IS MUTUALLY AGREED, that Section 12.1 of Article XII be modified and amended by adding thereto at the end of said section the following amendatory provision, to-wit: "Nothing herein shall prevent the tenant from mortgaging or otherwise hypothecating said facility for the sole purpose of obtaining a loan or loans to build said facility."

IN TESTIMONY WHEREOF, the said parties hereto have caused this agreement to be entered into as of the date above written and by authority of the Shakopee City Council and the Board of Directors of the Shakopee Chamber of Commerce.

CITY OF SHAKOPEE

By

Eldon A. Reinke
Eldon Reinke, Mayor

By

John K. Anderson
John K. Anderson, City Administrator

By

Judith S. Cox
Judith S. Cox, City Clerk

SHAKOPEE CHAMBER OF COMMERCE

By

Lynna Stromberg West
Its President

By

Mala Mundt
Its Secretary

This instrument was drafted as to
form by Julius A. Collier, II
Shakopee City Attorney
211 West First Avenue
Shakopee, Minnesota 55379

ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED
DATE 10/10/01 BY 60322
UCBAW

ALL INFORMATION CONTAINED
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RESOLUTION NO. 2788

A RESOLUTION AUTHORIZING THE CORRECTION OF AN ERROR IN THAT CERTAIN LEASE AGREEMENT DATED APRIL 21, 1987 BETWEEN THE CITY OF SHAKOPEE AND THE SHAKOPEE AREA CHAMBER OF COMMERCE

WHEREAS, on the 21st day of April, 1987 a lease agreement was made and entered into by and between the City of Shakopee and the Shakopee Area Chamber of Commerce and that an erroneous statement appears in the second paragraph on page 1, which is as follows:

"...and the improvements to be constructed thereon..."

This statement was inadvertently inserted in said agreement and should be stricken therefrom.

THEREFORE, BE IT RESOLVED BY THE SHAKOPEE CITY COUNCIL on behalf of the City of Shakopee that the lease agreement dated April 21, 1987, page one, paragraph two, should be amended to read as follows, to wit:

"WHEREAS, Lessor is the present owner of the fee title to the land located in the County of Scott, State of Minnesota, legally described on Exhibit A attached hereto and made a part hereof (said land) being hereinafter (referred as "Premises" or "Demised Premises"); and,

BE IT FURTHER RESOLVED that with the exception of the above, the said agreement remains as originally and heretofore written.

Passed in regular session of the Shakopee City Council held this 1st day of September, 1987.

Eldon A. Reinke
Mayor of the City of Shakopee

ATTEST:

Julith J. Cox
City Clerk

Approved as to form this 1
day of Sept, 1987.

Julian R. Rasmussen
City Attorney

AGREEMENT

THIS AGREEMENT made this 4th day of November, 1986, by and between the City of Shakopee, Minnesota, a municipal corporation, herein referred to as "City" and the Shakopee Area Chamber of Commerce, herein referred to as "Chamber".

WHEREAS the City, through the adoption of an ordinance on NOT YET DONE, 1986, established a mechanism for imposition and collection of the tax as authorized by state law and

WHEREAS a purpose for the collection of the tax is to establish a source of funds to be expended by the City for marketing and promoting the City as a tourist and/or convention center; and

WHEREAS THE Chamber has indicated to the City that it is willing to establish and maintain a Visitor Information Center/Convention Bureau for purposes of marketing and promoting the City as a tourist and convention center;

NOW THEREFORE, it is agreed by and between the parties as follows:

1. TERM. The term of this agreement shall begin as of the date of this agreement and shall continue in existence until mutually dissolved.

2. DESIGNATION OF TOURIST AND CONVENTION BUREAU. That for the term of this agreement the Chamber is hereby designated as the Tourist and Convention Bureau for the City pursuant to Section 64.12 of the Shakopee City Code.

3. DUTIES OF CHAMBER UNDER THIS AGREEMENT.

(a) The Chamber shall establish an advisory committee composed of nine members plus an ex officio member from the Shakopee City Council. Three members of this committee shall be selected from the hotel/motel industry within the City, with the Shakopee Lodging Association designating those three members. The remaining members of this committee shall be named by the Chamber in such a manner as to ensure adequate representation by the retail and tourism industries of the City including, but not limited to, restaurants, retail stores, recreational, tourist and cultural attractions. The members of this advisory committee shall each serve staggered three-year terms and may serve no

more than two consecutive full three-year terms. After completion of a second consecutive three-year term, no member may be reappointed without having spent at least one full year off the committee. For purposes of constituting the advisory committee in its first three years of operation, three people shall be appointed to a one year term, and three people shall be appointed to two year terms, and three people appointed to three year terms. Following the initial appointed terms, all members of the advisory committee shall serve staggered three-year terms in annual cycles. The terms of office and appointment procedures set forth above are to apply to both the members of the advisory committee appointed by the Chamber of Commerce as well as those appointed by the Shakopee Lodging Association. This committee shall seek input from interested parties concerning the use of the proceeds, formulate a program for expansion of tourism and convention trade in the Shakopee area, propose projects to carry out the program, and prepare a program budget.

(b) The Chamber shall notify the Shakopee City Council of the names and addresses of persons serving on the advisory committee. Any changes in membership shall also be reported to the City Council.

(c) The Chamber shall receive from the City 95 percent of the tax imposed and collected pursuant to Chapter 64 of the Shakopee City Code. All funds received by the Chamber from the City shall be expended for the purpose of marketing and promoting the City as a tourist and/or convention center and establishing a tourist information center.

(d) The Chamber shall submit a program budget to the Shakopee City Council during 1986. In subsequent years, the program budget shall be submitted by August 1st.

(e) The Chamber shall administer the budget upon its approval by the council.

(f) The Chamber shall provide the City Manager with a copy of its quarterly financial statement showing monthly, year-to-date and budget figures properly itemized and verified by the Executive Director of the Chamber. Expenditures shall be coded to the program purpose for which they were made. Documentation supporting the expenditures shall also be provided. Such documentation shall include, but not be limited to, receipts and invoices.

ADDENDUM TO AGREEMENT OF NOVEMBER 4, 1986

WHEREAS, An Agreement between the City of Shakopee, a municipal corporation, and the Shakopee Area Chamber of Commerce was made and entered into on November 4, 1986, which among other things provided that the City of Shakopee shall be the owner of a Visitor Information Center/Convention Bureau to be built in accordance with said Agreement and granting to the Shakopee Area Chamber of Commerce the right to move the building to an alternate site should the need arise; and

WHEREAS, As the result of subsequent developments, it has been determined that the Shakopee Area Chamber of Commerce will build and own the Visitor's Information Center/Convention Bureau, it is necessary to amend said Agreement of November 4, 1986.

THEREFORE, THIS AMENDMENT TO THAT CERTAIN AGREEMENT Between the City of Shakopee, a municipal corporation, and the Shakopee Area Chamber of Commerce dated November 4, 1986 is made and entered into as of the date hereinafter set forth as follows:

In consideration of One Dollar and other good and valuable consideration and mutual agreements, which both parties agree is sufficient,

IT IS MUTUALLY AGREED By and between the parties hereto that Subdivision (i) Paragraph 3 entitled "Duties of Chamber Under This Agreement" is hereby stricken and in lieu thereof a new subdivision (i) is inserted as follows:

(i) It is further agreed that the Shakopee Area Chamber of Commerce will build and own the Visitor's Information Center/Convention Bureau referred to in said agreement of November 4, 1986 and may subsequently move said building to an alternate site mutually agreeable, should the need arise, and the Shakopee Area Chamber of Commerce covenants and agrees that it will do all things to be done in accordance with said agreement of November 4, 1986, this Amendment thereto and the Lease Agreement between the City of Shakopee and the Shakopee Area Chamber of Commerce dated

the 24th day of April, 1987.

IN WITNESS WHEREOF, Each of the parties hereto have caused this Agreement to be duly executed as of this 5th day of May, 1987.

This instrument drafted by
Julius A. Collier, II
211 West First Avenue
Shakopee, Minnesota 55379

CITY OF SHAKOPEE, A MUNICIPAL CORPORATION

By Edson A. Deane
Its Mayor

By John L. Johnson
Its City Administrator

By Walter D. Cox
Its City Clerk

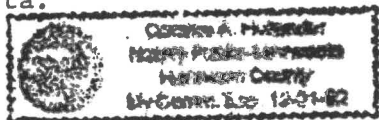
SHAKOPEE AREA CHAMBER OF COMMERCE.

By Francis Thompson
Its President

By Melany Mendel
Its Secretary

STATE OF MINNESOTA)
) SS
COUNTY OF SCOTT)

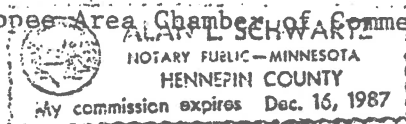
The foregoing instrument was acknowledged before me this 2nd day of June 1987 by Eldon Reinke, its Mayor, John Anderson, its City Administrator and Judith S. Cox, its City Clerk of the City of Shakopee, a Municipal Corporation of the State of Minnesota.



Signature of Person Taking Acknowledgment

STATE OF MINNESOTA)
) SS
COUNTY OF SCOTT)

The foregoing instrument was acknowledged before me this 14th day of May, 1987 by Linnaci Streinbaug-Wise, its President and ^{the 15th day of May, 1987} by W. Edwin Murrell, its Secretary of the Shakopee Area Chamber of Commerce, a Minnesota corporation.



Signature of Person Taking Acknowledgment

Prepared and approved as to form this ~~21st~~ ²⁰ day of ~~April~~ ^{June}, 1987.

**Addendum No. 2 to the Agreement of November 4, 1986
By and Between the City of Shakopee, Minnesota, and
The Shakopee, Minnesota, Area Chamber of Commerce**

WHEREAS, an agreement between the City of Shakopee, Minnesota, a municipal corporation, and the Shakopee Area Chamber of Commerce, a 501 C. 6 organization, was entered into on November 4, 1986; and,

WHEREAS, said agreement provided for the establishment of a Convention Visitors Bureau with funding to come from a lodging tax; and,

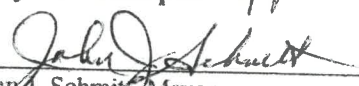
WHEREAS, said 1986 agreement specified that "...The Chamber shall submit a program budget to the Shakopee City Council during 1986. In subsequent years, the program budget shall be submitted by August 1st" (Section 3.d); and

WHEREAS, it is not necessary, nor feasible, for the City to receive the Convention Visitors Bureau's budget by August 1st of each year.

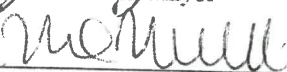
NOW, THEREFORE, IT IS AGREED THAT the Shakopee City Council shall receive the annual budget for the Convention and Visitors Bureau for the upcoming year by December 1st of each year.

City of Shakopee

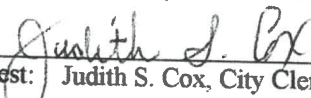
Approved 12/07/10


John J. Schmitt, Mayor

1/12/11
Date

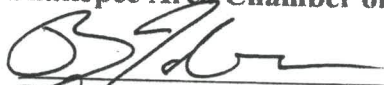

Mark McNeill, City Administrator

1/12/11
Date


Attest: Judith S. Cox, City Clerk

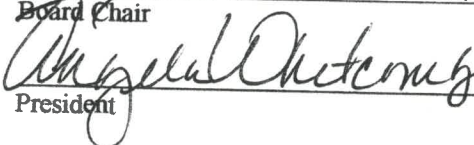
01-13-11
Date

Shakopee Area Chamber of Commerce


Board Chair

1-3-11

Date


President

1-3-11
Date

OFFICIAL PROCEEDINGS OF THE CITY COUNCIL

SPECIAL SESSION

SHAKOPEE, MINNESOTA

NOVEMBER 4, 1986

Mayor Reinke called the meeting to order at 8:00 p.m. with Cncl. Lebens, Vierling, Leroux and Wampach present. Also present were John K. Anderson, City Administrator; Kenneth Ashfeld, City Engineer; Dennis Kraft, Community Development Director; and Julius A. Collier II, City Attorney.

Lebens/Vierling moved to recess for a Housing and Redevelopment Authority meeting. Motion carried unanimously.

Vierling/Leroux moved to reconvene at 9:40 P.M. Motion carried unanimously.

Leroux/Vierling moved that a committee be set up with two members of the Council and the Police Chief and the City Attorney or Assistant City Attorney to look into the matter of the gambling issues in Shakopee and what can be done to straighten it up. Cncl. Leroux and Vierling volunteered to be on the committee. Motion carried unanimously.

Mayor Reinke asked if there was anyone from audience who wished to address anything not on the agenda. There was no response.

Lebens/Leroux moved to close the vacancy for the City Council at Midnight on November 14, 1986. Motion carried unanimously.

Vierling/Leroux moved to receive and place on file the letter from Steven H. Clay requesting his name be added to the list of candidates for the vacancy on the City Council.

Roll Call: Ayes: Unanimous Noes: None Motion carried.

Leroux/Vierling moved to receive and place on file the notice of vacancies in Multi-member State Agencies from the League of Minnesota Cities. Motion carried unanimously.

Leroux/Lebens moved to reopen public hearing to consider the suspension or revocation of beer and liquor licenses not in compliance with the city code. Motion carried unanimously.

Leroux/Vierling moved to continue the public hearing until December 2, 1986. Motion carried unanimously.

Wampach/Lebens moved to approve amending the Dial-A-Ride Contract for the addition of a third dial-a-ride vehicle and the extension of the Dial-A-Ride Contract for the third year and ending on April 15, 1989. Motion carried unanimously.

Vierling/Leroux moved to approved the proposed amendments to the Shakopee Community Access Corporation By-Laws as recommended by the Cable Communications Advisory Commission and as outlined in the amended by-laws of the Shakopee Community Access Corporation dated November 4, 1986.

Roll Call: Ayes: Unanimously Noes: None Motion carried.

The City Engineer reviewed the issues involved with the roadways within Killarney Hills Addition. In a memo from Jim Karkanen, Public Works, there is demand for roadway maintenance services. There is no developers agreement and the roadway has not been improved nor is there a commitment on any party to make improvements. The consensus was to enter into an easement agreement with Mr. Hauer to allow him to use Lot 2 until such time as the by-pass is to be constructed, and with that easement agreement we do not agree to construct, improve, or maintain the balance of Sharon Parkway.

Leroux/Lebens moved to put crushed rock material on Sharon Parkway so that it can be maintained for public safety and keep the cost of those items recorded to add to future improvement assessments. To direct staff to prepare the appropriate resolutions to commence Council initiated improvements to roadways within Killarney Hills Addition. To direct staff to initiate vacation proceedings on Sharon Parkway and Tyrone Drive adjacent to Lots 1 through 7 of Block 1, Lots 6 and 7 of Block 4, Lot 1 of Block 5 and Outlot E, all aforesaid parcels being within Killarney Hills Addition. To direct staff to notify Mr. Jim Hauer that the City enter into an easement agreement with him on his continued encroachment of Lot 2, Block 1 of Killarney Hills Addition and that a time limit be placed on that easement agreement.

Roll Call: Ayes: Unanimous Noes: None Motion carried.

Vierling/Leroux moved to approve Change Order No. 1 to the 1986-5 Timber Trails Rehabilitation Project in the amount of \$6,380.00.

Roll Call: Ayes: Unanimous Noes: None Motion carried.

Vierling/Leroux moved to adopt the investment policy dated October 24, 1986 as proposed.

Roll Call: Ayes: Unanimous Noes: None Motion carried.

Lebens/Wampach moved to authorize the purchase of one Schwab Fireguard Safe from Suel Business Equipment at a cost of \$1,397.

Roll Call: Ayes: Unanimous Noes: None Motion carried.

Vierling/Leroux moved to approve Officer Gary Nosbusch's request for a sixty day leave of absence without pay commencing November 5, 1986.

Roll Call: Ayes: Unanimous Noes: None Motion carried.

Vierling/Leroux moved to accept the resignation of Sergeant Kenneth Hanel effective 1700 hours, January 1, 1987.

Roll Call: Ayes: Unanimous Noes: None Motion carried.

Vierling/Leroux moved to authorize the hiring of one patrol officer effective December 1, 1986.

Roll Call: Ayes: Unanimous Noes: None Motion carried.

Leroux/Vierling moved to accept the check from Mr. Stans and that a letter of gratitude be sent to Mr. Stans for his generous contribution and that Mrs. Henderson likewise be thanked for her part in sparking this whole procedure. Motion carried unanimously.

Vierling/Leroux moved to authorize staff to issue a Purchase Order to All Weather Roof in the amount of \$9,997.00 for the reroof project at the police Station.

Roll Call: Ayes: Unanimous Noes: None Motion carried.

Vierling/Leroux offered Resolution No. 2647, A Resolution Amending Resolution 2457 Adopting the 1986 Budget, and moved its adoption.

Roll Call: Ayes: Unanimous Noes: None Motion carried.

Wampach/Vierling moved to approved the bills in the amount of \$78,744.35.

Roll Call: Ayes: Unanimous Noes: None Motion carried.

Vierling/Leroux moved to authorize the appropriate City Officials to enter into an agreement with the Shakopee Chamber of Commerce formally designating the Chamber as the Tourist and Convention Bureau for the City of Shakopee.

Roll Call: Ayes: Unanimous Noes: None Motion carried.

Vierling/Leroux moved to authorize proper City Officials to sign the performance bond on behalf of Burschville Construction, Inc. in favor of Curtis M. Bradford and the City of Shakopee for public improvements in the Prairie House 1st Addition.

Roll Call: Ayes: Unanimous Noes: None Motion carried.

Vierling/Leroux offered Resolution No. 2630, A Resolution Authorizing Execution of a Traffic Control Signal Agreement with Minnesota Transportation Department and moved its adoption.

Roll Call: Ayes: Unanimous Noes: None Motion carried.

Leroux/Vierling offered Ordinance No. 209, An Ordinance of the City of Shakopee, Minnesota, Amending Shakopee City Code Chapter 12 entitled "Subdivision Regulations (Platting)" by Repealing Section 12.01 and by Adopting a New Section 12.01 and by Adopting by Reference Shakopee City Code Chapter 1 and Section 12.99, and moved its adoption.

Roll Call: Ayes: Unanimous Noes: None Motion carried.

Vierling/Leroux moved to reconsider Resolution No. 2643, A Resolution Declaring the Cost to be Assessed and Ordering the Preparation of Proposed Assessment Project No. 1980-3 Holmes Street Reconstruction, and move its adoption.

Roll Call: Ayes: Unanimous Noes: None Motion carried.

Vierling/Leroux moved to amend Resolution No. 2643, such that the hearing time is 7:30 p.m., December 2, 1986.

Roll Call: Ayes: Unanimous Noes: None Motion carried.

Vierling/Leroux offered Resolution No. 2643, A Resolution Declaring the Cost to be Assessed and Ordering the Preparation of Proposed Assessment Project No. 1980-3 Holmes Street Reconstruction, and move its adoption.

Roll Call: Ayes: Unanimous Noes: None Motion carried.

Vierling/Wampach offered Resolution Number 2635, A Resolution Adopting the 1987 Budget and moved its adoption.

Roll Call: Ayes: Cncl. Wampach, Vierling and Leroux
Noes: Cncl. Lebens and Mayor Reinke
Motion carried.

Vierling/Leroux offered Resolution No. 2646, A Resolution to Initiate the Vacation of Temporary Easements Acrosss Lots 5 and 6, Block 1, Eaglewood 3rd Addition, Scott County, Minnesota, and moved its adoption.

Roll Call: Ayes: Unanimous

Noes: None

Motion carried.

Leroux/Wampach moved to authorize the Mayor to vote in favor of the AMM 1987 Legislative Policies as mailed out, at the AMM Policy Adoption Meeting on November 6, 1986. Motion carried unanimously.

Lebens/Leroux moved to adjourn to November 18, 1986, at 7:00 p.m. Motion carried unanimously. Meeting adjourned at 10:20 p.m.

Judith S. Cox
City Clerk

Carol L. Schultz
Recording Secretary