

**SUPPLEMENTAL AGREEMENT
TO MAINTENANCE AGREEMENT BETWEEN
THE CITY OF ARDEN HILLS AND
TRINITY LUTHERAN OF LAKE JOHANNA
PARKING LOT**

This Supplemental Agreement (“Agreement”) is dated the _____ day of _____, 2022, and is entered into by and between the **City of Arden Hills**, a Minnesota municipal corporation (“City”) and the **Gathering Place Lutheran Ministries**, formerly known as **Trinity Lutheran of Lake Johanna**, a Minnesota nonprofit corporation (“Church”).

RECITALS

WHEREAS, the parties previously entered into a Joint Use Agreement dated May 16, 2011 regarding the joint use of the parking lot located on Lot 1, Block 1, Trinity Lutheran of Lake Johanna Addition (“Joint Use Agreement”);

WHEREAS, the parties also previously entered into a Maintenance Agreement for the parking lot dated May 16, 2011 regarding the obligations of each party for maintenance of the parking lot (“Maintenance Agreement”);

WHEREAS, the Maintenance Agreement specifies that reconstruction of the jointly used parking lot would be accomplished following agreement between the parties;

WHEREAS, City and Church have discussed the reconstruction of the jointly used parking lot and have determined that it would be beneficial to both parties to reconstruct the parking lot in accordance with mutually agreed upon plans and specifications, including a reduction in impervious surface space.

NOW THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the City and Church agree as follows:

1. PARKING LOT RECONSTRUCTION. The parties agree to reconstruct the parking lot in accordance with the plans and specifications to be determined by the City Engineer or consulting engineer hired by the City.

2. TERMS AND CONDITIONS. The parties agree that the City will reconstruct the parking lot and assess the Church for fifty (50%) percent of the costs. The Church agrees to waive any objection to constitutionality or legality of the assessment and agrees to pay the assessment over twenty (20) years with an interest rate of two percent. The Church may choose to pay the City for the project upfront or early if it chooses.

In addition, in exchange for the parties splitting the costs 50:50 to reconstruct the parking lot, the Church agrees to donate approximately twenty-eight (28%) percent (estimated to be

approximately 50 parking stalls) of the existing parking lot back to the City for greenspace/parkland. The final amount of land donated will be determined during the design phase of the project by the City and Church.

For a period of twenty (20) years following the completion of the parking lot reconstruction, the City will:

- Crack-seal and/or sealcoat the parking lot on a predetermined schedule;
- Annually fill minor potholes in the parking lot that can be reasonably filled as determined by the City;
- Annually issue payment to the Church in the amount of One Thousand Five Hundred and no/100ths (\$1,500.00) Dollars for snow plowing the parking lot.
- For the life of this agreement, the Church shall be responsible for any and all maintenance activities, including all associated costs, outside of crack-sealing, sealcoating, and/or minor pothole filling to ensure the usability and long-term life of the parking lot.

This agreement expires after 20 years following the completion of the parking lot reconstruction, the City and the Church may mutually enter into another Maintenance and Use Agreement.

3. PREVIOUS AGREEMENTS. Except as provided herein, the Joint Use Agreement and the Maintenance Agreement, with all its terms and conditions, shall remain in full force and effect.

4. RECITALS. The Recitals set forth above are incorporated herein by reference.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

*Remainder of page intentionally left blank.
Signature pages follow.*

CITY OF ARDEN HILLS

By _____
David Grant, Mayor

ATTEST:

Dave Perrault, City Administrator

STATE OF MINNESOTA)
 (ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by **David Grant** and by **Dave Perrault**, respectively the Mayor and City Administrator of the **City of Arden Hills**, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

Notary Public

