

Exhibit 1

**FIRST AMENDMENT TO
WHEELER FIELDHOUSE
LEASE AGREEMENT
BY AND BETWEEN
THE CITY OF DULUTH AND
ARROWHEAD YOUTH SOCCER ASSOCIATION**

WHEREAS, this FIRST AMENDMENT TO WHEELER FIELDHOUSE LEASE AGREEMENT (this “First Amendment”) is entered into by and between the City of Duluth, a municipal corporation created and existing under the laws of the State of Minnesota (the “City”) and ARROWHEAD YOUTH SOCCER ASSOCIATION, a Minnesota non-profit corporation (“Tenant”).

WHEREAS, the parties entered into a Lease Agreement dated March 5, 2018 (the “Lease Agreement”), which provides for the lease of certain portions of the Wheeler Fieldhouse (as defined in the Lease Agreement) by Tenant to house its administrative office for the operation of the Soccer Program (as defined in the Lease Agreement).

WHEREAS, capitalized terms used in this First Amendment that are not defined in this First Amendment shall have the meaning assigned to them in the Lease Agreement.

WHEREAS, the City and Tenant wish to amend the Lease Agreement to amend certain provisions and create new sections as set forth below.

NOW, THEREFORE, the City and Tenant agree to amend the Lease Agreement as follows:

1. Section III.A. of the Lease Agreement is amended and completely replaced with the following Section III.A.:

A. Tenant shall pay monthly rent, in advance, in the amount of One Hundred Sixty-three and 91/100ths Dollars (\$163.91) for the first 12 months of this Agreement. On January 1, 2019 and January 1, 2020, the monthly rent payment shall increase by three percent (3%) from the then-current rent amount. The monthly rent payment shall NOT increase by three percent on January 1, 2021. No rent payment shall be due for the following months of the Term: December, 2020 through and including May, 2021.

2. Section IV.A. of the Lease Agreement is amended and completely replaced with the following Section IV.A.:

A. Term.

Notwithstanding the date of execution of this Agreement, the term of this Agreement shall be deemed to commence on January 1, 2018, and shall expire on the end of the day on September 30, 2021, unless earlier terminated (the “Term”).

3. The following Section V.J. is added to the Lease Agreement:

J. Prior to March 1, 2021, Tenant shall submit a written safety and operations plan (the "Safety and Operations Plan") to the City's Parks and Recreation Manager for approval, which plan shall outline specific processes and procedures to ensure the health, safety, and welfare of users of the Leased Premises, including but not limited to cleaning and sanitization of the Leased Premises. Tenant may not enter the Leased Premises in 2021 until the Safety and Operations Plan has been approved by the Parks and Recreation Manager. The Safety and Operations Plan shall be updated from time to time at the City's request.

4. The following Section II.E. is added to the Lease Agreement:

E. Notwithstanding anything in this Agreement to the contrary: (i) the City will turn close the Wheeler Fieldhouse for the winter, including turning off all utilities (except utilities in the name of Tenant, if any), in November, 2020 and the Wheeler Fieldhouse will remain closed for all uses through approximately April 30, 2021; (ii) the City will not remove snow from the Wheeler Fieldhouse area while the Wheeler Fieldhouse is closed; (iii) Tenant will not access the Leased Premises during the period that Wheeler Fieldhouse is closed; (iv) Tenant may store its personal property in the Leased Premises during the time when the Wheeler Fieldhouse is closed, but may not access the Leased Premises to retrieve its personal property until the Wheeler Fieldhouse is reopened in Spring, 2021.

5. Except as specifically amended pursuant to this First Amendment, the Lease Agreement remains in full force and effect. In the event of a conflict between the provisions of this First Amendment and the provisions of the Lease Agreement, the provisions of this First Amendment shall govern.

[Remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the City and Tenant have executed this First Amendment as indicated below.

CITY OF DULUTH

ARROWHEAD YOUTH SOCCER
ASSOCIATION

By: _____
Mayor

By: _____

Printed Name: _____

Attest: _____
City Clerk

Its: _____

Dated: _____

Date: _____

Countersigned:

City Auditor

Approved as to form:

City Attorney