

Exhibit 1

FIRST AMENDMENT TO USE AND OPERATIONS AGREEMENT

This First Amendment to Use and Operations Agreement (this “Amendment”) is by and between the City of Duluth, a municipal corporation organized and existing under the laws of the State of Minnesota, hereinafter referred to as the “City,” and the Arrowhead Youth Soccer Association, a non-profit corporation under the laws of the State of Minnesota, hereinafter referred to as “AYSA.”

WHEREAS, the City and AYSA entered into a Use and Operations Agreement dated December 17, 2018 (the “2018 Agreement”) permitting AYSA to use the Premises (as defined in the 2018 Agreement) for the purposes of the Soccer Program (as defined in the 2018 Agreement);

WHEREAS, the 2018 Agreement allows AYSA to use soccer fields located at (i) the Jean Duluth Soccer Complex located within the Lake Park Fields Athletic Complex at 3525 Riley Road, and (ii) the Arlington Athletic Complex located at 601 South Arlington Avenue; and

WHEREAS, the City and AYSA are entering into this Amendment in order to (i) add an additional site to the 2018 Agreement, (ii) reduce the Annual Fee (as defined in the 2018 Agreement) payable in 2021, and (iii) make other miscellaneous amendments to the 2018 Amendment; and

WHEREAS, all capitalized terms used in this Amendment and not defined in this Amendment have the meaning assigned to them in the 2018 Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the City and AYSA agree to amend the 2018 Agreement as follows:

1. Section II.A. of the 2018 Agreement is amended and completely replaced with the following Section II.A.:

A. The soccer fields included in the Premises are depicted on the attached Exhibit A and described as follows:

1. The Jean Duluth Soccer Complex located within the Lake Park Fields Athletic Complex at 3525 Riley Road; and

2. Arlington Athletic Complex located at 601 South Arlington Avenue.

3. Gary New Duluth Park located at 801 101st Avenue West (does not include use of the parking lot, building or other amenities located at the Gary New Duluth Park).

2. Exhibit A, Exhibit B and Exhibit C of the 2018 Agreement are amended and completely replaced with the attached Exhibit A, Exhibit B and Exhibit C.

3. The following Sections II.I. and J. are added to the 2018 Agreement:

I. Prior to May 15, 2021, AYSA 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 Premises, including but not limited to cleaning and sanitization of the Premises. AYSA may not enter or use the 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.

J. AYSA shall cooperate with reasonable requests from the GND Development Alliance relating to use of that portion of the Premises located at Gary New Duluth Park.

4. Section IV of the 2018 Agreement is amended and completely replaced with the following Section IV:

IV. USAGE/MAINTENANCE FEE.

As reimbursement to the City for its annual maintenance costs, AYSA shall pay to the City an annual usage fee of (i) Nineteen Thousand, Six Hundred Sixty-nine and no/100th Dollars (\$19,669.00) for use of the Jean Duluth Soccer Complex and the Arlington Athletic Complex, and (ii) Five Thousand Two Hundred Sixteen and 71/100th Dollars (\$5,216.71) for use of the Gary New Duluth Park facilities (due as to the 2021 Soccer Season only) (collectively, the "Annual Fee"). On January 1st of each year of the Term, the Annual Fee will be increased by three percent (3%) above the previous year's Annual Fee. The Annual Fee shall be due in two installments of 50% each due on July 1st and September 1st of each year of the Term. The Annual Fee shall be deposited into Fund 205-130-1221-4625 (Parks, Community Resources, Park's Maintenance, Rent of Athletic Fields). All payments shall be sent to:

*City of Duluth
Attn: City Auditor
411 W. First Street, Room 120
Duluth, MN 55802*

The Annual Fee payable in 2021 shall be reduced by 50%.

AYSA shall maintain adequate books and records relating to the use of the Premises, which books and records shall be available to the City for inspection and audit.

5. Section VI.F. of the 2018 Agreement is amended and completely replaced with the following Section VI.F.:

F. To establish and implement a field use policy for AYSA and non-AYSA users of the Premises, including the following:

1. AYSA will continue with standard procedure of two games per day per field, with the exception of playoffs and tournaments, unless the City's Building and Grounds Supervisor and the Director determine that this amount of games is too much abuse for the fields. In this occurrence, AYSA will coordinate with the City's Building and Grounds Supervisor to develop alternative playing areas.

2. AYSA shall establish a priority of use of the Premises as follows:

- a. AYSA, East Select Soccer, and Gitchi Gummi Soccer Club league games and tournaments.*
- b. GND Development Alliance (as to that portion of the Premises at the Gary New Duluth Park only)*
- c. Duluth High School soccer teams.*
- d. City of Duluth.*
- e. Others based on field availability and condition.*

6. Section VII of the 2018 Agreement is amended and completely replaced with the following Section VII:

The City shall be responsible for the following duties, and those duties described in more detail on the attached Exhibit E:

- A. Mow the fields;*
- B. Aerate, over seed, top-dress, and repair the turf, as needed;*
- C. Cut the slopes as needed;*
- D. Trim fence lines;*
- E. Control, maintain, and manage the irrigation systems, fencing and gates;
and*
- F. Provide portable toilets at Gary New Duluth Park.*

7. Except as specifically amended pursuant to this Amendment, the 2018 Agreement remains in full force and effect. In the event of a conflict between the provisions of this Amendment and the provisions of the 2018 Agreement, the provisions of this Amendment shall govern.


[Remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties have set their hands the day and date first shown below.

CITY OF DULUTH

ARROWHEAD YOUTH SOCCER ASSOCIATION

By: _____
Mayor

By:  _____
B8656D2C0595437

Julien Bratek

Printed Name: _____

Attest: _____
City Clerk

Its: Executive Director _____

Dated: _____

Dated: 7/15/2021 _____

Countersigned:

City Auditor

Approved as to form:

City Attorney

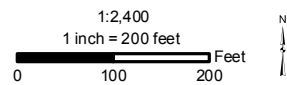
EXHIBIT A
MAP OF THE PREMISES



The City of Duluth has tried to ensure that the information contained in this map or electronic document is accurate. The City of Duluth makes no warranty or guarantee concerning the accuracy or reliability. This drawing/data is neither a legally recorded map nor a survey and is not intended to be used as one. The drawing/data is a compilation of records, information and data located in various City, County and State offices and other sources affecting the area shown and is to be used for reference purposes only. The City of Duluth shall not be liable for errors contained within this data provided or for any damages in connection with the use of this information contained within.

The City of Duluth requires that this map/data not be redistributed to any party in whole or in part, including any derivative works of products generated by combining the data with other data, unless authorized by the City of Duluth GIS office.

City of Duluth
Jean Duluth Soccer Fields

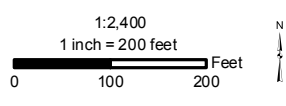




The City of Duluth has tried to ensure that the information contained in this map or electronic document is accurate. The City of Duluth makes no warranty or guarantee concerning the accuracy or reliability. This drawing/data is neither a legally recorded map nor a survey and is not intended to be used as one. The drawing/data is a compilation of records, information and data located in various City, County and State offices and other sources affecting the area shown and is to be used for reference purposes only. The City of Duluth shall not be liable for errors contained within this data provided or for any damages in connection with the use of this information contained within.

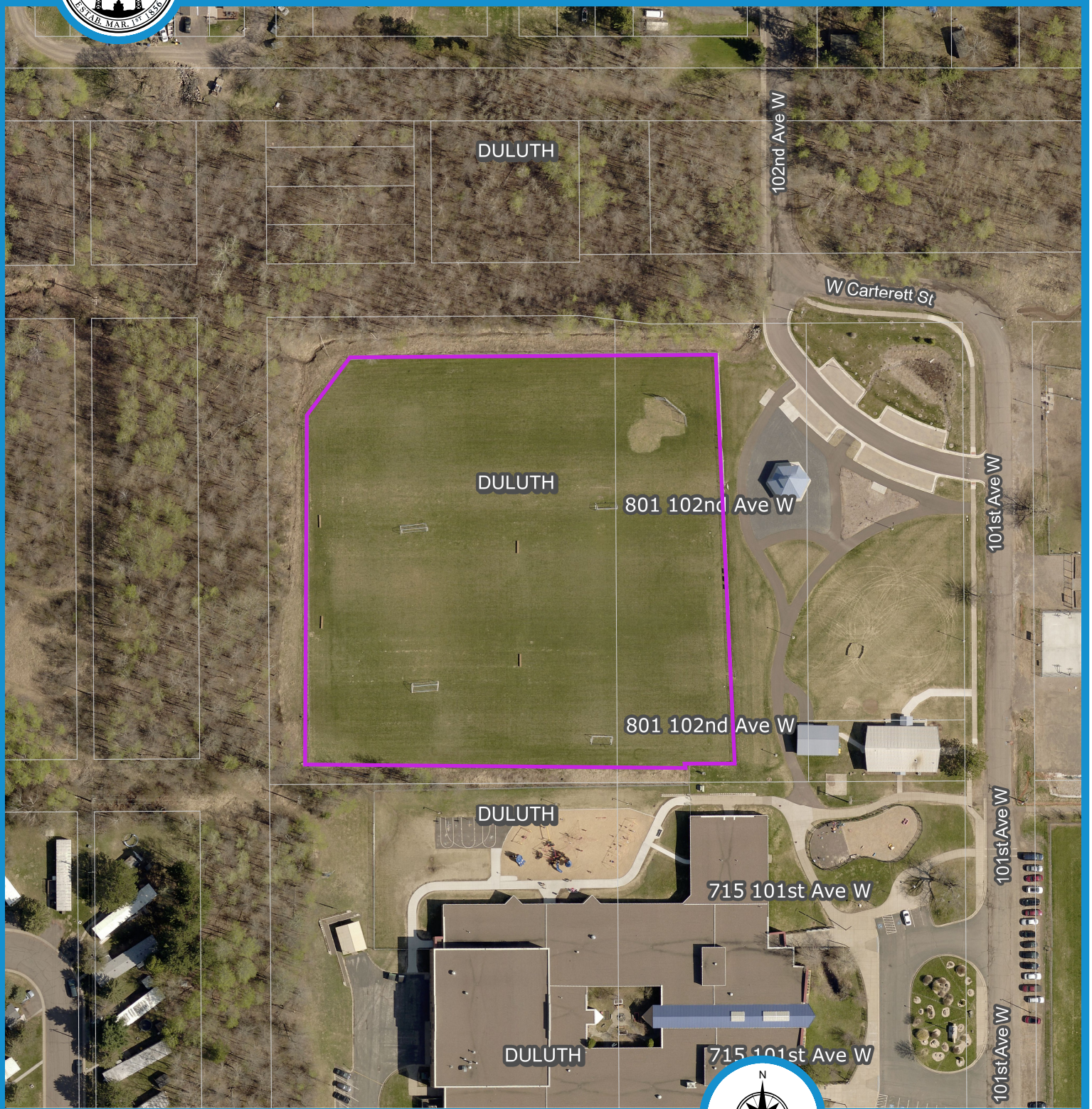
The City of Duluth requires that this map/data not be redistributed to any party in whole or in part, including any derivative works of products generated by combining the data with other data, unless authorized by the City of Duluth GIS Office.

City of Duluth Arlington Soccer Fields



Prepared By:
The City of Duluth GIS Office

Photo Date: May 2013 Print Date: 3/1/2016



Soccer Fields at Gary New Duluth Park



County Land Explorer

St. Louis County

www.stlouiscountymn.gov/explorer

Minnesota

Disclaimer

This is a compilation of records as they appear in the Saint Louis County Offices affecting the area shown. This drawing is to be used only for reference purposes and the County is not responsible for any inaccuracies herein

Map created using County Land Explorer
www.stlouiscountymn.gov/explorer

© Copyright St. Louis County Minnesota | All Rights Reserved Printed: 7/15/2021

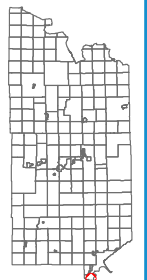


EXHIBIT B

AYSA'S PERSONAL PROPERTY AND EQUIPMENT

Arlington Fields

10 soccer goals

1 concession trailer

Miscellaneous small equipment and supplies in building and trailer, including corner flags and paint stripers.

Jean Duluth Fields

18 soccer goals

Bob Pratt Pavilion Building

Miscellaneous small equipment and supplies in building, including corner flags and paint stripers.

Gary New Duluth Fields

4 soccer goals

Miscellaneous small equipment and supplies in building, including corner flags and paint stripers.

EXHIBIT C

AYSA'S RESPONSIBILITIES

JEAN DULUTH SOCCER COMPLEX ARLINGTON SOCCER COMPLEX

FIELD OPERATIONS/MAINTENANCE

The Director will be the contact for questions and will be the person contacted by the City for any messages.

Arrowhead Youth Soccer Association shall:

- A. Collaborate with local soccer groups for fair access and usage of this public facility.
- B. Unlock and lock gates at the Premises at least one hour before and after each day of play.
- C. Provide ASTM standard portable goal frames and nets for five (5) fields at Jean Duluth and three (3) fields at Arlington, which will be permanently assigned to each field and available to all user groups.
- D. Develop warm-up areas away from playing fields.
- E. Pick up trash on the fields, parking lots, around the grounds, and deposit into dumpster.
- F. Provide flags for corners.
- G. Lay-out and line playing surfaces.
- H. Provide and maintain players' benches, bleacher systems, and trash receptacles on all playing fields located on both sides of each field. (Note: bleacher systems purchased at AYSA's discretion.)
- I. Provide a dumpster and pay for service. The location of this dumpster will be adjacent to the parking lot. Service period to be coordinated with playing schedule.
- J. Provide at least three (3) portable toilets for league play, and six (6) portable toilets for tournaments or special events, and will pay for service. Service period to be coordinated with the league/tournament schedule.
- K. Comply with City's guidelines relating to recycling, energy efficiency and maintenance of the Premises. A copy of the guidelines will be provided to AYSA upon their execution of this Agreement.

GARY NEW DULUTH SOCCER FIELDS

FIELD OPERATIONS/MAINTENANCE

The Director will be the contact for operational questions and who will be the person contacted by the City for any messages.

Arrowhead Youth Soccer Association shall:

- A. Collaborate with local soccer groups for fair access and usage of this public facility.
- B. Provide equipment for field use, including goal frames and nets, which will be permanently assigned to each field and available to all user groups.
- C. Develop warm-up areas away from playing fields
- D. Pick up trash on the Premises and deposit into dumpster.
- E. Provide flags for corners.
- F. Lay-out and line playing surfaces.
- G. Provide and maintain players' benches
- H. Comply with City's guidelines relating to recycling, energy efficiency and maintenance of the Premises. A copy of the guidelines will be provided to AYSA upon their execution of this Agreement.
- I. Perform all other duties as assigned in the Agreement.