



City Council Memorandum

To: Mayor Fasbender & City Councilmembers
From: John Hinzman, Community Development Director
Date: May 20, 2024
Item: Authorize Signature: First Amendment to Lease Agreement – 213 Ramsey Street
– Melanie Brewer

Council Action Requested:

Authorize Signature of the attached First Amendment to the Lease Agreement between the City of Hastings and Melanie Brewer. A simple majority is necessary for actions.

Background:

The City would lease space at 213 Ramsey Street between April 1st and November 30, 2024 to Ms. Brewer to host and conduct estate sales. The City would collect \$700 per month in rent which would include utilities.

Financial Impact:

Collection of rent would defray carrying costs for the building. Site activity would better protect a City asset

Advisory Commission Discussion:

N\A

Council Committee Discussion:

N\A

Attachments:

- Lease Agreement

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (this “First Amendment”) is entered into as of _____, 2024 (the “Effective Date”), by and between the City of Hastings, a Minnesota municipal corporation (“City”), and Melanie Brewer dba Method Organization Co., a sole proprietor (“Tenant”).

RECITALS

Recital No. 1. The City and Tenant entered into a Lease Agreement dated March 27, 2024 (“Lease Agreement”) for the Property described on Exhibit A to the Lease Agreement.

Recital No. 2. Tenant has requested an extension of the Lease Term.

Recital No. 3. The City does not object to the extension of the Lease Term.

NOW, THEREFORE, in consideration of the mutual promises and covenants of each to the other contained in this First Amendment and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto do covenant and agree as follows:

1. The entire Lease Agreement is hereby incorporated into the First Amendment, except as modified below.
2. Article 2 of the Lease Agreement shall be removed and replaced in its entirety as follows:
 2. **TERM.** Tenant shall have and hold the Premises April 1, 2024 (the “Commencement Date”) and terminating November 30, 2024 (the “Term”), unless extended by the parties in writing. This Lease is terminable at will by Tenant upon 10 days’ advance written notice to Landlord. From the effective date of the termination by Tenant, any proceeds from subtenants will be retained by Landlord.
3. Except as provided for above, the terms and provisions of the Lease Agreement shall remain in full force and effect.
4. This First Amendment and all disputes or controversies arising out of or relating to this First Amendment, or the transactions contemplated hereby shall be governed by, and construed in accordance with, the internal laws of the State of Minnesota, without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of Minnesota.
5. Nothing contained herein shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by Tenant or its successors or assigns, shall be subject to any governmental immunity defenses of the City and the maximum liability limits provided by Minnesota Statutes, Chapter 466.

6. This First Amendment may be executed in two or more counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by the parties and delivered to the other parties.
7. This First Amendment shall not be amended, modified or supplemented, except by a written instrument signed by an authorized representative of each party.

[The remainder of this page was intentionally left blank.]

IN AGREEMENT, the parties hereto have hereunto set their hands as of the Effective Date.

**CITY:
CITY OF HASTINGS**

By _____
Mary Fasbender
Its President

By _____
Kelly Murtaugh
Its Secretary

TENANT:
MELANIE BREWER DBA METHOD ORGANIZATION CO.

Melanie F. Brewer
Sole Proprietor