

AMENDMENT TO OPERATING AGREEMENT

This Amendment to Operating Agreement ("***Operating Amendment***") is made on this ____ day of _____, _____, by and between the City of Mankato, a municipal corporation, hereinafter referred to as the "***City***", and Mankato Family YMCA, a non-profit corporation, hereinafter referred to as the "***Operator***". City and Operator are at times jointly referred to as "***Parties***".

RECITALS

WHEREAS, the Parties entered into an Operating Agreement dated April 14, 2025, for the Operator to operate the Tourtellotte Pool, referred to as "***Pool***," and utilize the adjacent bath house, mechanical building and concessions structure, referred to as "***Amenities***" or jointly as "***Facility***;" and

WHEREAS, the Parties desire to amend the Operating Agreement to expand the opportunities defined in Section 4, Use of Premises; and

WHEREAS, the Parties desire to amend the Operating Agreement to expand and refine financial details listed in Section 5, Financial Management and Payment.

NOW THEREFORE, the Parties agree to amend the Agreement as follows:

CONTRACT AMENDMENT

In this Amendment, deleted contract terms will be struck out and the added contract terms will be underlined.

1. USE OF PREMISES

- a. Section 4.1.b is expanded to read as follows:
 - i. City and Operator shall work together to agree upon public swimming private rentals, and all other approved facility activity schedules.
- b. Section 4.1.c is deleted in its entirety, and replaced as follows:
 - i. Permitted Use opportunities include:
 1. All activities defined in the City of Mankato Council approved Fee Schedule,
 2. Swim-related programs that are organized and overseen by the Operator and approved by the City.

2. FINANCIAL MANAGEMENT AND PAYMENT

- a. Section 5.2.a is expanded to read as follows:
 - i. City shall reimburse to Operator the cost of all Facility management, lifeguard, custodial, customer service, concessions staff and administrative operation for all activities defined in the City of Mankato Council approved Fee Schedule which may be amended by the City.
- b. Add new Section 5.2.b to read:
 - i. City and Operator shall determine operating labor cost reimbursement for all swim-related programs that are organized and overseen by the Operator and approved by the City on a case-by-case basis.
- c. The remainder of Section 5.2 shall remain intact.
 - i. Original Section 5.2.b becomes Section 5.2.c.
 - ii. Original Section 5.2.c becomes Section 5.2.d.
 - iii. Original Section 5.2.d becomes Section 5.2.e.
- d. Add new Section 5.4 to read as follows:
 - i. 5.4 Swim-related Program Fees
 - 1. 5.4.1 City shall have no rights to program fees collected by Operator.
 - 2. 5.4.2 Operator shall notify City of any fees intended to be charged as part of the approval of programs by the City.
 - 3. 5.4.3 Operator shall manage and pay all taxes on fees collected.
 - 4. 5.4.4 Operator will not provide program perks, discounts or privileges to program attendees/customers at the Facility based on a connection to the Operator's other properties, memberships or other business.
- e. Original Section 5.4 becomes 5.5.

Except as modified herein, all other terms, conditions, and covenants of the Lease shall remain in full force and effect.

[Signatures appear on the following page]

IN WITNESS WHEREOF, the parties to this agreement have affixed their signatures as follows:

CITY OF MANKATO

The undersigned certify that they have lawfully executed this Memorandum on behalf of the Governmental Unit as required by applicable charter provisions, resolutions or ordinances.

Approved:

By: _____
City Manager

Date: _____

MANKATO FAMILY YMCA

The undersigned certify that they have lawfully executed this contract on behalf of Mankato Family YMCA.

Attested:

By: _____
Executive Director

Date: _____