

SECOND AMENDMENT TO LEASE AGREEMENT BETWEEN  
CITY OF SAINT PAUL AND SAINT PAUL YACHT CLUB, INC.

This SECOND AMENDMENT to the June 3, 2004 Agreement between the City of Saint Paul, through its Department of Parks and Recreation ("City") and Saint Paul Yacht Club, Inc. ("SPYC") is entered into this \_\_\_ day of April 2021.

WHEREAS, the City and SPYC entered into an Agreement on June 3, 2004 for lease of real estate on Harriet Island commonly known as "Lower Harbor" and "Upper Harbor" in order to operate two small boat harbors which terminates on April 30, 2030; and

WHEREAS, annual flooding of the Mississippi River causes sediment deposits into the harbors that requires periodic dredging; and

WHEREAS, SPYC intends to secure and maintain all necessary permits, permissions, and equipment to conduct on-site dredging operations; and

WHEREAS, SPYC wishes to establish dewatering infrastructure within the leased property for the purposes of dewatering dredge spoils before they are permanently removed from the property; and

WHEREAS, the City believes the SPYC capable of managing dredging and dewatering spoils and believes frequent dredging to be increasingly necessary due to flooding trends.

Now, therefore, SPYC and City agree to amend the June 3, 2004 Lease Agreement as follows:

1. Paragraph 5.4 is amended as follows:

~~The SPYC shall retain an external auditing firm to perform an annual audit of its financial operations. The audit shall be performed in accordance with generally accepted accounting principles and shall show all revenues received and expenses paid for the SPYC's operations for the previous year. The SPYC shall provide the CITY with a copy of its annual audit no later than April 15 of the next year following the audit.~~

By April 15 of each year, SPYC shall deliver to the City a financial report sworn to by the Manager which sets forth an income statement, balance sheet and gross sales made on or from the Marina during the previous fiscal year. Said report shall present fairly the financial position of SPYC and its operations and cash flows for the fiscal year and be in conformance with generally accepted accounting principles.

2. Paragraph 6.1 is amended as follows:

No improvements or immovable fixtures can be made, installed, added or constructed by SPYC on or in the Marina Premises after the Commencement Date without the written consent of the City. The City may require such information to be supplied by SPYC as will enable the City to determine whether to consent to any proposed improvements or immovable fixtures.

SPYC is authorized to establish and maintain dewatering and accompanying dredging infrastructure, within the Marina Premises for the short-term storage of dredge spoils, as illustrated in Exhibit D, pending final approval through the Site Plan Review process.

3. Paragraph 7.2 is amended as follows:

The SPYC specifically covenants and agrees:

7.2.28 All dredge spoils from Marina Premises must be permanently disposed of off-site, within twelve months from when they are collected, unless prior written approval from the CITY.

7.2.29 SPYC will coordinate with all pertinent parties to obtain necessary permits as well as establish and implement Best Management Practices (BMPs) to ensure discharged material from the sediment basin is not sediment laden and will not cause erosion or nuisance conditions.

7.2.30 CITY may require SPYC to return premises to their original condition, as a graded storage yard, if the dewatering infrastructure falls into disrepair or is mutually deemed unnecessary.

7.2.31 SPYC will dredge and dewater at no cost to the CITY. The CITY will incur no new financial obligations related to SPYC's operation and management of the dredging or dewatering infrastructure.

4. All other terms and conditions of the Agreement will remain in full force and effect.

**Counterparts.** The parties may sign this Agreement in counterparts, each of which constitutes an original, but all of which together constitute one instrument.

**Electronic Signatures.** The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. The parties further agree that any document (including this Agreement and any attachments or exhibits to this Agreement) containing, or to which there is

affixed, an electronic signature shall be deemed (i) to be “written” or “in writing,” (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. For purposes hereof, “electronic signature” also means a manually signed original signature that is then transmitted by any electronic means, including without limitation a faxed version of an original signature or an electronically scanned and transmitted version (e.g., via PDF) of an original signature. Any party’s failure to produce the original signature of any electronically transmitted signature shall not affect the enforceability of this Agreement.

IN WITNESS WHEREOF, the parties hereto are authorized signatories and have executed this Agreement, the day and year first above written.

For the City of Saint Paul:

For and Saint Paul Yacht Club, Inc.

\_\_\_\_\_  
Mayor’s Office

By \_\_\_\_\_  
Its Commodore

\_\_\_\_\_  
Director, Parks and Recreation

By \_\_\_\_\_  
Its Board Chair

\_\_\_\_\_  
Director, Finance

Approved as to Form:

\_\_\_\_\_  
Assistant City Attorney