

(File Name: _____)

Revised

Authority (C.F. or A.O.)

LEASE NO. _____

DATE: October 18, 2022 _____

LESSOR: _____ CITY OF SAINT PAUL
Department of Parks and Recreation

LESSEE: _____ District 10 Community Council

CITY OF SAINT PAUL



**STANDARD
LEASE AGREEMENT**

1. **Leased Premises.** LESSOR, in consideration of the payment of the Basic Rent and Additional Rent hereinafter specified to be paid by LESSEE, and the covenants and agreements herein contained, does hereby lease, demise and let unto LESSEE the premises hereinafter referred to as the “Leased Premises,” whose address is 1224 No. Lexington Parkway Saint Paul, Minnesota 55103, and is located within the property commonly known as:

Como Historic Streetcar Station

The Leased Premises is an office area which is approximately 400 square feet. The leased space is considered the internal office area and does not extend past the internal walls of the office, depicted on “Exhibit A”. Shared storage space with Parks and Recreation is available in the meeting room.

The LESSEE shall be responsible for obtaining mail delivery to the premises.

Trash pickup is included as part of the lease of this office space.

The LESSEE also agrees that they will be responsible for the routine cleaning of their office space. LESSEE will be responsible for the day-to-day stocking and cleaning of the restrooms. The LESSOR will do all cleaning preparation of the restrooms, the entry and the museum area for rentals.

2. **Term of Lease.** This lease shall be in effect for a term commencing and ending on the dates indicated below, unless terminated earlier by the LESSOR as provided herein.

Term
(Months/Years)

Commencing Date

Ending Date

36 Months

January 1, 2023

December 31, 2025

3. **Use of Premises.** LESSEE shall use and occupy the Leased Premises for the following purposes: District 10 Community Council Office and for no other purpose without the prior written consent of LESSOR.

4. **Rent.** Rent shall consist of Basic Rent and such Additional Rent as may apply. LESSEE shall pay all rent in advance, on the first day of the term of the lease and on the first day of each payment period thereafter as indicated in the Payment Schedule below:

a) **Basic Rent**

2023 Total Basic Rent \$9/Sq. ft. - Payment schedule first of each month

During Lease Term

\$3,600/Year, \$300/Month

2024 Total Basic Rent \$9.27 Sq. ft. - Payment schedule first of each month.

During Lease Term

\$3,708/Year, \$309/Month

2025 Total Basic Rent \$9.54/Sq. ft. - Payment schedule first of each month.

During Lease Term

\$3,819.24/Year, \$318.27/Month

b) **Additional Rent.** Additional Rent shall include, but is not limited to, the following fees, costs, and expenses:

- i. costs for the repairs, improvements or alterations required to be made by the LESSEE in paragraph 12 of this Lease;

In the event that LESSEE does not make such payments, LESSOR may make the payments at its option, and the payments so paid become Additional Rent. Additional Rent means all amounts, other than Basic Rent provided for in Paragraph 4 (a) above, that LESSEE shall be obligated to pay under this paragraph or other provisions of this Lease. Any payments required to be paid as Additional Rent are due and payable by LESSEE to LESSOR at the same time the Basic Rent is next required to be deposited, following written notice of same to the LESSEE by LESSOR.

All Basic and Additional Rent shall be payable within 30 days of the billing date. The

LESSOR shall charge interest of 1.5% per month on any Basic or Additional Rent remaining unpaid beyond the due date as here provided.

5. **Election Coverage.** During periods of local, state and federal primary and general elections, the LESSOR agrees to provide staff at the site from the hours of 6:00 AM to 7:30 PM. The LESSOR will coordinate access for election judges and equipment, and communicate that information in writing with the District 10 administrator. The LESSEE agrees to provide election day staff from 7:30 PM to the close of the election at approximately 10:00 PM. The LESSEE agrees to ensure all election equipment is properly stored for pick-up, and secure the facility at the end of the election day.
6. **Use of Additional Space Beyond Lease Space.** This lease entitles LESSEE to use of Como Historic Streetcar Station Office as office space. No other space is included for exclusive use. LESSEE shall have access to restrooms. LESSEE may schedule use of meeting room (museum area) with the Park Permit Office, 651-266-6400. Use of meeting room will be at no charge for up to four (4) uses per month, with at least 48 hours notice given to Park Permit Manager. Additional uses will be charged the established rental fee. Parks Permit Manager reserves the right to deny requests if they do not allow for other entities to use the meeting room.

The LESSEE is entitled to one reserved parking spot in the lot adjacent to Horton Ave.

7. **Right of Entry.** At all times during the term of this Lease, LESSOR shall have the right, by itself, its agents and employees, to enter into and upon the Leased Premises during reasonable business hours or, in the event of an emergency, at any time for any legitimate purpose.

LESSEE shall have separate key for the office space. A \$25.00 deposit for each key issued will be paid by the LESSEE to the LESSOR.

LESSEE will maintain a list of key staff and volunteers who have access to the premises through the coded keypad. LESSEE will provide list of names and unique codes to the LESSOR at least once annually and when changes need to be programmed.

8. **Insurance.**

- a. **LESSEE'S Insurance.** The LESSEE shall acquire during the term of this lease the following coverage:
 - i) The LESSEE shall be responsible for the self-insurance of, or the acquisition of Commercial Property Insurance on its personal property.
 - ii) COMMERCIAL GENERAL LIABILITY INSURANCE including blanket contractual liability coverage, personal injury liability coverage and broad form property damage liability endorsement with a combined single limit of not less than \$1,500,000 per occurrence, \$3,000,000 aggregate, shall be

purchased by the LESSEE. Such insurance shall: (a) name the City of Saint Paul as additional insured; (b) be primary with respect to LESSOR'S insurance or self-insurance; (c) not exclude explosion, collapse, and underground property damage; (d) be written on an "Occurrence Form" policy basis; and (e) not contain an "aggregate" policy limit unless specifically approved in writing by LESSOR.

- iii) AUTOMOBILE LIABILITY INSURANCE with minimum limits of \$1,000,000 combined single limit and \$2,000,000 aggregate, covering hired, non-owned and owned automobiles.
- iv) WORKERS' COMPENSATION INSURANCE with not less than statutory minimum limits; and EMPLOYERS' LIABILITY INSURANCE with minimum limits of at least \$100,000 per accident and with an all states endorsement.
- v) The LESSEE shall supply to LESSOR current insurance certificates for policies required in Paragraph (7). The said certificates shall certify whether or not the agent has errors and omissions insurance coverage.
- vi) The limits cited under each insurance requirement above establish minimums; and it is the sole responsibility of the LESSEE to purchase and maintain additional insurance that may be necessary in relation to this lease.
- vii) Nothing in this contract shall constitute a waiver by the LESSOR of any statutory limits or exceptions on liability.
- viii) LESSEE shall place the insurance with responsible insurance companies authorized and licensed to do business in the State of Minnesota and approved by LESSOR, and shall deliver copies of the policies to LESSOR on the date of LESSEE'S execution of this agreement. The policies required in paragraph (7) shall be endorsed to indicate that the insurer shall give the LESSOR notice of any changes or cancellation per the terms of the policy.
- ix) Insurance limits shall be subject to the tort claims liability limits as set forth in chapter 466 of Minnesota Statutes.

b)

9. **Cancellation or Termination.** This lease shall be subject to cancellation and termination by LESSOR at any time during the term hereof by giving the LESSEE notice in writing at ninety (90) days, (thirty (30) days for leases with a term of one (1) year or less or any month-to-month tenancies) prior to the date when such termination shall become effective. In the event of such termination, and on the effective date of such termination, LESSOR shall return any unearned rental paid by the LESSEE without interest.

10. **Notice.** Any notice, statements, bills, or other communications required to be given under this Agreement will be deemed to be duly delivered if in writing and delivered to the other Party personally, sent by facsimile with confirmed delivery sheet, sent by electronic mail with confirmation of receipt, or sent by certified mail address to the other return-receipt postage prepaid as follows:

AS TO LESSOR:
Special Services Manager
City of Saint Paul
400 City Hall Annex 25 W. 4th Street
Saint Paul, MN 55102

AS TO LESSEE:
Executive Director of
District 10 Community Council
1224 No. Lexington Parkway
Saint Paul, Minnesota 55103

or to such other subsequent address as the respective parties shall designate in writing. The time of giving such notice or communication shall be deemed to be the time when the same is actually delivered to the other party.

11. **Assignment and Subletting.** LESSEE shall not assign or sublet this Lease without the written consent of LESSOR, which consent must be obtained prior to the execution of any agreement to sublease the Leased Premises.
12. **Maintenance and Repairs.** LESSEE shall, at its own cost and expense, be responsible for all repairs, maintenance and upkeep of the Leased Premises, including but not limited to emergency repairs of any kind that are due to LESSEE'S intentional or negligent acts. LESSOR will perform or conduct basic and routine maintenance and repair to keep the Leased Premises in good repair, safe and in compliance with applicable fire, health, building and other life safety codes.
13. **Payments in Case of Default.** LESSEE shall pay LESSOR all costs and expenses, including reasonable attorney's fees in any action brought by LESSOR to recover any rent due and unpaid hereunder, or for the breach or default of any of the covenants or agreements contained in this Lease, or to recover possession of said property, whether such action progresses to judgment or not.
14. **Surrender of Premises.** The LESSEE, at the expiration of said term, or any sooner termination of this lease, shall quit peacefully and surrender possession of said property and its tenant build outs and trade fixtures to LESSOR in as good order and condition as the property was delivered to the LESSEE. LESSOR reserves the right to accept tenant build outs and trade fixtures, or LESSEE must remove them.
15. **Indemnity.** LESSEE agrees to indemnify, defend, save, and hold harmless the City of Saint

Paul and any agents, officers and employees thereof from all claims, demands, actions, or causes of action of whatsoever nature or character, arising out of or by reason of the Lease of the herein described Leased Premises by LESSOR to LESSEE, or the use or condition of the Leased Premises or as a result of the operations or business activities taking place on the Leased Premises. It is fully understood and agreed that LESSEE is aware of the conditions of the Leased Premises and leases the same "as is."

16. **Holdover.** Any holdover after the expiration of the term of this Lease shall be allowed only after receiving the written consent of the LESSOR. Said tenancy shall be deemed to be a tenancy only from month-to-month. All other terms and conditions of this Lease shall be applicable.
17. **Controlling Lease.** In the event there is any prior existing lease or rental agreement between LESSEE and LESSOR (or its predecessor in interest) covering the subject property, it is agreed and understood that this Lease shall cancel and terminate any prior leases or rental agreements as of the effective date of this lease.
18. **Destruction.** In the event of damage to or destruction of the Leased Premises or in the event the premises become untenable or unfit for occupancy due to such damage during the term of this Lease, LESSOR may at its option:
 - a) terminate the lease upon fifteen (15) days' written notice to LESSEE; or
 - b) within fifteen (15) days agree to restore the premises within a reasonable time period following the casualty, charging the costs in excess of the insurance proceeds, if any, to LESSEE as Additional Rent; or
 - c) may direct that LESSEE promptly restore the Leased Premises to substantially the condition existing immediately prior to such damage or destruction, and for that purpose, if such damage or destruction was caused by perils insured against the LESSOR shall make available to LESSEE pro-rata, as work progresses, the net proceeds of such insurance. If such proceeds are insufficient to pay the entire cost thereof, LESSEE agrees to pay as Additional Rent, a lump sum payment (or in a form agreed upon by LESSOR) equal to the remainder of such cost.

The Basic Rents to be paid during the restoration period shall be abated in proportion to the percentage of loss and impairment of the use of the Leased Premises as determined by the LESSOR, times the number of days of loss or impairment.

19. **Events of Default.** The occurrence of any of the following events during the term of this Lease shall constitute an event of default by LESSEE:
 - a) the filing of a petition to have LESSEE adjudicated bankrupt or a petition for reorganization or arrangement under any laws of the United States relating to bankruptcy filed by LESSEE;

- b) in the event a petition to have LESSEE adjudicated bankrupt is filed against LESSEE, the failure to dismiss such petition within ninety (90) days from the date of such filing;
- c) the assets of LESSEE or of the business conducted by LESSEE on the Leased Premises be assumed by any trustee or other person pursuant to any judicial proceedings;
- d) LESSEE makes any assignment for the benefit of creditors;
- e) the failure by LESSEE to timely pay Basic Rent or Additional Rent as required by this Lease;
- f) the failure by LESSEE to observe and perform any covenant, condition or agreement on its part to be observed or performed as required by this Lease; or
- g) the failure by LESSEE or its surety to discharge, satisfy or release any lien or lien statement filed or recorded against the Leased Premises within sixty days after the date of such filing or recording, whichever date is earlier.

It is an express covenant and agreement of LESSOR and LESSEE that LESSOR may, at its election, terminate this Lease in the event of the occurrence of any of the events described in this paragraph or in Paragraph XX relating to liens by giving not less than ten days' written notice to LESSEE; and when so terminated, LESSOR may reenter the Leased Premises. This Lease and its Leased Premises shall not be treated as an asset of LESSEE'S estate. It is further expressly understood and agreed that LESSOR shall be entitled upon such reentry, notwithstanding any other provision of this Lease, to exercise such rights and remedies as are provided in Paragraph XX of this Lease.

- 20. **Compliance with Laws.** The property described herein may be used for only the purposes stated herein. It is the sole and exclusive responsibility of LESSEE in the use of the property to comply with all laws, rules, regulations, or ordinances imposed by any jurisdiction affecting the use to which the property is proposed to be put. Inability or failure by LESSEE to comply with any of said laws, rules, regulations or ordinances will not relieve LESSEE of the obligation to pay the rental provided herein.
- 21. **Non-Discrimination.** LESSEE for itself, its personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that
 - a) no person, on the ground of race, sex, color, creed, religion, age, disability, marital status, familial status, status with respect to public assistance, national origin, sexual or affectional orientation or ancestry shall be excluded from participating in, be denied the benefits of or be otherwise subjected to discrimination in the use of said facilities; sexual or affectional orientation;

- b) that in connection with the construction of any improvements on said lands and the furnishing of services thereon, no discrimination shall be practiced in the selection of employees and contractors, by contractors in the selection and retention of first tier subcontractors, and by first-tier subcontractors in the selection and retention of second-tier subcontractors;
 - c) that such discrimination shall not be practiced against the public in its access in and use of the facilities and services provided for public accommodations (such as eating, sleeping, rest and recreation) constructed or operated on the Leased Premises; and
 - d) that LESSEE shall use the premises in compliance with all other requirements imposed pursuant to the Saint Paul Legislative Code Chapter 183.
22. **Liens.** LESSEE shall not permit mechanic's liens or other liens to be filed or established or to remain against the Leased Premises for labor, materials or services furnished in connection with any additions, modifications, improvements, repairs, renewals or replacements made to the Leased Premises, or for any other reason; provided that if LESSEE shall first notify LESSOR of its intention to do so and shall deposit in escrow with LESSOR a sum of money or a bond or irrevocable letter of credit acceptable to LESSOR equal to the amount of the claim of lien, LESSEE may in good faith contest any such claims or mechanic's or other liens filed or established and in such event may permit the items contested to remain undischarged and unsatisfied during the period of such contest. If, in the opinion of LESSOR, the nonpayment of any such items subjects the Leased Premises to any loss or forfeiture, LESSOR may require LESSEE to use the escrow account to promptly pay all such unpaid items and if LESSEE fails to pay from the escrow account, LESSOR may pay and charge the LESSEE as Additional Rent.
23. **Eminent Domain.** In the event the entire Leased Premises are taken by eminent domain, or such portion thereof is so taken that in LESSEE'S reasonable judgment it is uneconomic thereafter to restore the Leased Premises and proceed under the terms and provisions of this Lease, LESSEE may terminate this Lease by giving to LESSOR thirty (30) days' written notice of termination, effective as of the date on which the condemning authority acquires legal title or physical possession of the Leased Premises. LESSEE hereby waives and releases any claim to or share in the Award of Compensation for the taking, notwithstanding any other provision of law, this Lease or any other agreement. LESSEE may to the extent otherwise permitted in the eminent domain proceeding, remove its own trade fixtures at its own expense.
24. **Default Remedies.** In the event an Event of Default occurs under Paragraph 20 of this Lease, LESSOR may exercise any one or more of the following remedies:
- a) reenter and take possession of the Premises without termination of this Lease, and use its best efforts to ease the Premises to or enter into an agreement with another person for the account of LESSEE;
 - b) terminate this Lease, exclude LESSEE from possession of the Premises, and use its

best efforts to lease the Premises to or enter into an agreement with another in accordance with applicable law;

- c) exclude LESSEE from possession of the Premises, with or without terminating this Lease and operate the Premises itself;
- d) terminate the Lease, exclude LESSEE from possession of the Leased Premises, sell all or any part of the Premises at the best price obtainable (provided such sale is permitted by applicable law,) such sale to be on such terms and conditions as LESSOR, in its sole discretion, shall determine and apply the proceeds of such sale less any expenses thereof for the account of LESSEE.
- e) exercise any remedies available to it under the Minnesota Uniform Commercial Code;
- f) take whatever action at law or in equity may appear necessary or appropriate to collect the Basic Rent and Additional Rent then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of LESSEE under this Lease.
- g) in exercising any of its remedies set forth in this Section, LESSOR may, whether or not the Lease is then in effect, hold LESSEE liable for the difference between the payments and other costs for which LESSEE is responsible under this Lease.

No remedy herein conferred upon or reserved to LESSOR is intended to be exclusive of any other available remedy or remedies, but each such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or thereafter existing at law or in equity by statute. No delay or omission to exercise any such right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle LESSOR to exercise any remedy reserved to it in this Provision, it shall not be necessary to give any notice, other than such notice as may be herein expressly required.

25. **Default of Payment.** LESSEE agrees that, should it default on any payment owing and due to be paid to LESSOR as provided in this agreement, including but not limited to Basic Rent and Additional Rent, then the remaining unpaid balance shall, at the option of LESSOR, immediately become due. Said LESSEE further agrees that LESSOR may, at its option and without notice to LESSEE, enter judgment against LESSEE in Ramsey County District Court for the amount of the unpaid balance. And LESSEE does hereby confess judgment in the amount of the unpaid balance due upon default, and does authorize LESSOR to enter judgment as provided above. LESSEE does hereby agree that LESSOR, at its option, may enter a judgment, at any time within one year of the time the last payment shall have come due, for the full amount of the unpaid balance due pursuant to the confession of judgment provided herein.

26. **Alterations.** The LESSEE will not make any alterations to the premises without the written consent of the LESSOR, such consent not to be unreasonably withheld. If the LESSEE desires to make any such alterations, an accurate description shall first be submitted to and approved by the LESSOR and such alterations shall be done by the LESSEE at its own expense. All such work shall be performed under the LESSOR'S supervision and any improvements made to the Leased Premises at the LESSEE'S expense shall become the property of the LESSOR at the end of the Lease period. LESSEE agrees that all alterations will be done in a workmanlike manner and in conformance with applicable building codes, that the structural integrity and building systems of the building will not be impaired, and that no liens will attach to the premises by reason thereof.
27. **Amended.** Anything herein contained to the contrary notwithstanding, this Lease may be terminated, and the provisions of this Lease may be, in writing, amended by mutual consent of the parties hereto.
28. **Entire Agreement.** This Agreement constitutes the full and complete agreement between the parties and supersedes any prior negotiations or agreements.
29. **Counterparts.** The parties may sign this Agreement in counterparts, each of which constitutes an original, but all of which together constitute one instrument.
30. **Electronic Signatures.** The parties agree that the electronic signatures of a party to this Agreement shall be 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 record established and maintained in the ordinary course of business and an original written when printed from electronic files. For purpose 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 shall not affect the enforceability of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year in this Lease first above-written.

LESSOR:

Mayor

City Clerk

Director – Office of Financial Services

Director of Parks and
Recreation

Approved as to Form:

Assistant City Attorney

LESSEE:

Its Executive Director, Shevek McKee

Its Board Chair, Jenne Nelson

Exhibit A: Leased Premises

District 10 Leased Space

