

**RESOLUTION
 CITY OF SAINT PAUL, MINNESOTA**

Presented by _____

1 **WHEREAS**, the Saint Paul Police Department desires to increase its presence and services in the West
 2 Seventh Street neighborhood; and
 3
 4 **WHEREAS**, Sibley Plaza Limited Partners has generously offered to lease 1,969 square feet of space at
 5 Sibley Plaza, 2447 West 7th Street, for use as a Police Department sub-station for a two-year term and
 6 renewable thereafter on a month to month basis in the sum of \$1.00 per annum; and
 7
 8 **WHEREAS**, the Police Department and Sibley Plaza Limited Partners have negotiated the attached
 9 Lease Agreement the terms and conditions of which have been reviewed by the City's Real Estate
 10 Division and the City Attorney's Office; and
 11
 12 **WHEREAS**, the said Lease Agreement, at paragraph 11, contains a standard real estate cross indemnity
 13 clause; **NOW, THEREFORE**,
 14
 15 **BE IT RESOLVED**, that the Council of the City of Saint Paul, apprised of the indemnity clause in the
 16 Lease Agreement, hereby authorizes the proper City officials to execute the said lease agreement for the
 17 Sibley Plaza Police Department sub-station.
 18
 19
 20
 21

	Yeas	Nays	Absent
Bostrom			
Carter			
Harris			
Helgen			
Lantry			
Stark			
Thune			

Requested by Department of:
 Saint Paul Police Department

 By: *Thune*

 Form Approved by City Attorney
 By: _____

Adopted by Council: Date _____
 Adoption Certified by Council Secretary
 By: _____
 Approved by Mayor: Date _____
 By: _____

Form Approved by Mayor for Submission to Council
 By: _____

LEASE AGREEMENT

THIS LEASE ("Lease") is made and entered into as of the _____ day of _____, 2011, by and between the City of Saint Paul on behalf of the Saint Paul Police Department ("Lessee") and Sibley Plaza Limited Partners (Lessor).

For and in consideration of One Dollar (\$1.00) the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, Lessor and Lessee hereby agree as follows:

- 1. Parties:** Lessee, City of Saint Paul on behalf of the Saint Paul Police Department, a Minnesota municipal corporation, and Lessor, Sibley Plaza Limited Partners, a Minnesota limited partnership
- 2. Premises:** Lessor leases to Lessee approximately 1,969 square feet of commercial/retail space in Sibley Plaza located at 2447 West 7th Street, City of Saint Paul, County of Ramsey, State of Minnesota (the "Premises").
- 3. Term:** Premises are rented for Two (2) years commencing September 1, 2011 and expiring August 31, 2013. This Lease shall automatically renew at the end of the Term on a month to month tenancy on the same terms and conditions as currently provided for herein. This tenancy may be canceled by either party giving to the other a sixty (60) day written notice to cancel the Lease. The Lease shall then terminate on the sixtieth (60th) day following the month in which said notice was given
- 4. Condition of the Premises:** The Premises are leased in and "as is" condition.
- 5. Rental:** Rental for this term or any renewal term is One Dollar (\$1.00) per annum and other good and valuable consideration.
- 6. Utilities:** Lessor will allow Lessee to hook up to water, gas and electricity for Lessee's use during the term of this Agreement. Utility charges shall be the responsibility of the Lessor for cost for electric, gas, water, sanitary sewer or any common area shopping center expenses and telephone.
- 7. Signs and Advertising:** Lessee shall use only signs professionally prepared by a sign contractor. Lessee shall not place any signs on the exterior of the building without Lessor's prior written approval of the Lessee's sign drawings and specifications which shall identify the method of installation of said signs. Lessee shall use as its advertised business address on all printed matter and media advertising the words "Sibley Plaza" when referring to the Premises location. Lessee agrees that the name "Sibley Plaza" shall not be used in any



confusing, detrimental or misleading manner, and upon termination of this Lease, Lessee will cease to use the name "Sibley Plaza" in any manner.

- 8. *Public Liability Insurance:*** Prior to entry into the Premises, beginning of any work, or placement of Lessee's merchandise or fixtures, and during the term of this Lease, Lessee shall keep in full force and effect, at its expense, a policy of Public Liability Insurance with respect to the Premises and the business of Lessee and any approved sub-Lessee, licensee, or concessionaire, with companies licensed to do business in Minnesota in which both Lessee and Lessor and any person, firm or corporation designated by Lessor shall be adequately covered under reasonable limits of liability of not less than: \$1,000,000 for injury or death to any one person, \$1,000,000 for injury or death to more than one person, and \$1,000,000 with respect to damage to property. Lessee shall furnish Lessor with certificates or other evidence acceptable to Lessor that such insurance is in effect which evidence shall state that Lessor shall be notified (30) days prior to cancellation, material change, or renewal of said insurance. Lessor shall in lieu of a Public Liability Insurance Policy submit a Letter from the City of Saint Paul stating that the City is Self Insured under the laws of the State of Minnesota.
- 9. *Permitted Use:*** The Premises shall be used by Lessee for a satellite police office; police training; meeting center for police and/or other city officials. In the event that Lessee chooses to share the premises with another non-profit community group written permission will first be obtained from the Landlord.
- 10. *Care of the Premises:*** Lessee shall (a) keep the inside and outside of all glass in the doors and windows of the Premises clean; (b) keep all exterior storefront surfaces of the Premises clean; (c) replace promptly at its expense any cracked or broken glass on the Premises that was not broken or cracked upon Lessee's occupancy with glass of like kind and quality; (d) maintain the Premises at its expense in a clean, orderly and sanitary condition and free of insects, rodents, vermin and other pests; (e) keep any refuse removed at its expense on a regular basis and temporarily stored in the Premises in accordance with local codes; (f) comply with all laws, ordinances, rules and regulations of governmental authorities; and (g) upon vacation of Premises Lessee shall leave the Premises with the front windows washed, the tile floor mopped and washed; (h) Lessee will not without the written consent of Lessor place or maintain any merchandise on the sidewalks adjacent thereto or elsewhere on the exterior of the Premises or common facilities; use or permit the use of any loud speakers, public address system with the Shopping Center which is in any manner audible outside the Premises; permit undue accumulations of rubbish or other refuse within or without the Premises; cause or permit odors to emanate from the Premises; attach bills or other advertising matter to the public outside the Premises in or upon any vehicles parking in the parking areas or in the common areas; permit the parking of delivery vehicles so as to interfere with the use of any driveway, walk, parking area,



mall or other common area in the Shopping Center; or receive or ship articles of any kind except through the service facilities designated by Lessor; (i) shall not store any articles on the Premises that would create a fire hazard or conduct any business therein that shall increase the costs of Lessor's fire and liability insurance to the Premises; (k) Lessee will not do or suffer to be done or keep or suffer to be kept, use, or about the premises or the shopping center. If that event does occur, Lessee shall be required to clean up any such substance brought on to or about the premises or the shopping center in violation of the provision. Lessee shall indemnify Lessor in the event of such a breach which indemnification shall survive the termination of this lease. In addition to any other remedies available to Lessor, Lessee shall immediately be in default and at Lessor's option the term of this lease may cease and terminate immediately without relieving Lessee of its monetary obligations hereunder.

11. Indemnity: Lessee. Lessee will indemnify Lessor and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life and/or personal injury or property damage arising from or out of the occupancy or use by Lessee of the Premises; or maintenance or discharge of any hazardous substance or pollutant or contaminant in, upon or about the Premises or the Shopping Center, or occasioned wholly or in part by any negligent act or omission of Lessee, its officers, agents, contractors or employees. Notwithstanding the foregoing, Lessee does not waive any defense or limit on liability it may have under Minnesota Statutes Chapter 466.

Lessor. Lessor will indemnify Lessee and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life and/or personal injury or property damage arising from or out of the occupancy or use by Lessor of the Premises or the Shopping Center occasioned wholly or in part by any negligent act or omission of Lessor, its officers, agents, contractors or employees.

12. Non-Liability: Lessor shall not be responsible or liable to Lessee for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any part of the Premises adjacent to or connected with the Premises or any part of the building of which the Premises are a part, or any persons transacting any business in the Shopping Center or present in the Shopping Center for any other purpose.

13. Inspection: Lessee will permit Lessor, its agents, employees and contractors to enter all parts of the Premises to inspect the same and to enforce or carry out any provision of this Lease at reasonable times and upon prior reasonable notice to Lessee.



14. *Applicable Law:* This Lease shall be construed under the laws of the State of Minnesota. If any provision of this Lease, or portion thereof, or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease shall not be affected thereby and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

15. *Notices:* Any notice desired or required to be given under this Rental Agreement shall be sent postage paid, registered or certified mail, return receipt requested as to Lessor. In addition, rental payments and return of keys shall be to the following address:

As to the Lessor:

Sibley Plaza Limited Partners
c/o Paster Enterprises
2227 University Avenue
St. Paul, MN 55114

As to the Lessee:

Chief Thomas Smith
St. Paul Police Department
367 Grove Street
Saint Paul, MN 55101

18. *Surrender of the Premises:* This Rental Agreement shall terminate at the end of the original term hereof or in any extensions thereof, without the necessity of any notice from either Lessor or Lessee to terminate the same and Lessee hereby waives notice to vacate the Premises and agrees that Lessor shall be entitled to the benefit of all provisions of law respecting the summary recovery of possession of Premises from a Lessee holding over to the same extent as if statutory notice has been given.

19. *Interest of Members of City:* No member of the governing body, office, employee, or agent of the City shall have any interest, financial or otherwise, direct or indirect, in the Lease.

20. *Equal Opportunity Statement:* Lessor agrees to comply with the provisions of all applicable federal, state, and City statutes, ordinances, regulations and policies pertaining to civil rights and nondiscrimination including without limitation Minnesota Statutes, Section 181.59, incorporated herein by reference.

21. *Transfer of Interest:* Lessor shall not assign any interest in the Lease, and shall not transfer any interest in the same either by assignment or novation,

without prior written notice to the City; provided however, that claims for money due or to income due to Lessor may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy without such approval. Notice of any such assignment or transfer shall be furnished to the City. Lessee shall not assign any interest in this Lease.

22. Disclosure: Lessor agrees to comply with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, and all other applicable state and federal laws relating to data privacy or confidentiality.

IN WITNESS WHEREOF, Lessee and Lessor have executed this Agreement as of the date first written above.

CITY OF SAINT PAUL
(Lessee)

N/A

By:
Its: Mayor

N/A

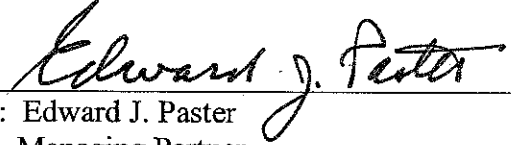
By:
Its: City Clerk

By:
Its: Director of Financial Services

By:
Its: Police Chief

By:
Its: City Attorney Office

SIBLEY PLAZA LIMITED PARTNERS
(Lessor)

A handwritten signature in cursive script that reads "Edward J. Paster". The signature is written in black ink and is positioned above a horizontal line.

By: Edward J. Paster
Its: Managing Partner

ADDENDUM

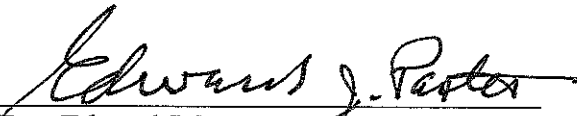
Whereas Sibley Plaza Limited Partners (Lessor) and City of Saint Paul (Lessee) have entered into a Lease Agreement dated August _____, 2011 for storefront space located at 2447 West 7th Street, Saint Paul, MN 55116,

And, whereas Sibley Manor Apartments has agreed to take responsibility for the Gas and Electric costs associated with that location for the initial term of said Lease,

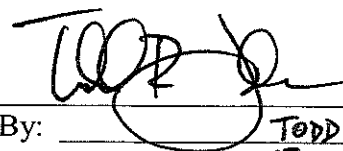
Therefore, Sibley Manor Apartments hereby unconditionally agrees and accepts full responsibility of the gas and electric charges for 2447 West 7th Street effective as of the Lease Commencement Date and will remain so until the earlier of the end of the initial Lease Term of Two years (2) or upon Termination of said Lease with written 60 day notice.

IN WITNESS WHEREOF, Sibley Plaza Limited Partners and Sibley Manor Apartments have caused this Agreement to be duly executed as of this ___ day of August, 2011.

SIBLEY PLAZA LIMITED PARTNERS
(Lessor)


By: Edward J. Paster

SIBLEY MANOR APARTMENTS
(Lessor)


By: TODD JULIEN
Its: VP.

STATE OF MINNESOTA)
) ss.
COUNTY OF)

On this 17th day of August, 2011, before me, a Notary Public, personally appeared Edward J. Paster, to me personally known, who being by me duly sworn, did say that he is the Managing Partner of Sibley Plaza Limited Partners, the limited partnership named in the foregoing instrument and that said instrument was signed on behalf of the said company by authority of Edward J. Paster acknowledged said instrument to be the free act and deed of said company.



STATE OF MINNESOTA)
) ss.
COUNTY OF)

On this 19th day of August, 2011, before me, a Notary Public, personally appeared Todd Julen, representative, to me personally known, who being by me duly sworn, did say that he/she is the Person described in and who executed the foregoing instrument and acknowledged that he/she executed said instrument as his/her own free act and deed.

