

(File Name: _____)

Revised

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

LEASE NO. _____

DATE: March 13th, 2017

LESSOR: City of Saint Paul

Department of Parks and Recreation

LESSEE: Highland District Council

- 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 1978 Ford Parkway, Saint Paul, Minnesota, and which is legally described as:

Highland Park Community Center

The Leased Premises includes an interior space consisting of approximately 221 Square Feet.

- 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 |
|------------------------|-----------------|-------------|
|------------------------|-----------------|-------------|

| | | |
|----------------|-----------------|-------------------|
| <u>3 years</u> | <u>1/1/2017</u> | <u>12/31/2019</u> |
|----------------|-----------------|-------------------|

- 3) **Use of Premises.** LESSEE shall use and occupy the Leased Premises for the following purposes:

District 15 Office, Highland District Council

LESSEE may use the Leased Premises for these purposes and for no other purpose without the prior written consent of LESSOR.

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.

LESSEE shall make all payments of Additional Rent to LESSOR at the following address:
Department of Parks and Recreation, 25 W. 4th St., Rm 400, Saint Paul, MN 55102

The applicable account number for City Finance Accounting Code is:
26041501 - 4126022023

All Basic and Additional Rent shall be payable on the date certain provided herein, or if no date certain is provided, 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) **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.
- 6) **LESSEE'S Insurance.** LESSEE shall maintain during the term of this lease and upon the leased premises certain insurance coverage which is described as follows:

- i) WORKERS' COMPENSATION INSURANCE with not less than statutory minimum limits; and EMPLOYERS' LIABILITY INSURANCE with minimum limits of not less than:

\$100,000 per disease
\$100,000 per person
\$100,000 per accident

- ii) COMPREHENSIVE GENERAL LIABILITY insurance including blanket contractual liability coverage and personal liability coverage with a combine single limit of not less than:

\$350,000 per incident /\$1,000,000 PER OCCURRENCE

Such insurance shall (1) name the City of Saint Paul, its elected and appointed officers, employees and agents as additional insureds: (2) be primary with

- 10) **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. LESSEE 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.
- 11) **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.
- 12) **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 appurtenances to LESSOR in as good order and condition as the property was delivered to the LESSEE.
- 13) **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."
- 14) **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.
- 15) **Pollution and Contaminants.** LESSEE agrees to comply with all ordinances, laws, rules and regulations enacted by any governmental body or agency relating to the control, abatement or emission of air and water contaminants and the disposal of refuse, solid wastes or liquid wastes.
- LESSEE shall bear all costs and expenses arising from compliance with said ordinances, laws, rules, or regulations and shall indemnify, defend, save and hold harmless LESSOR from all liability, including without limitation, fines, forfeitures, and penalties arising from the failure by LESSEE to comply with such ordinances, laws, rules or regulations. LESSOR has the right to perform cleanup and charge LESSEE as Additional Rent for such costs should LESSEE fail to comply..
- 16) **Destruction.** In the event of damage to or destruction of the Leased Premises or in the event

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.

- 18) **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.
- 19) **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.
- 20) **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

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.
- h) 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.

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

LESSOR:

Director – Office of Financial
Services

Director of Parks and Recreation

City Clerk

City Attorney (Form Approval)

**LESSEE: Highland District
Council**



Signature



Print Name



Title

TRAVELERS

ONE TOWER SQUARE
HARTFORD, CT 06183

**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

TYPE V INFORMATION PAGE WC 00 00 01 (A)

POLICY NUMBER: (IKUB-8594L12-8-16)

RENEWAL OF (IKUB-8594L12-8-15)

INSURER: THE TRAVELERS INDEMNITY COMPANY

NCCI CO CODE: 11347

1.

INSURED:

HIGHLAND AREA COMMUNITY COUNCIL
DBA: HIGHLAND DISTRICT COUNCIL
1978 FORD PARKWAY
SAINT PAUL MN 55116

PRODUCER:

PAYCHEX INS AGENCY INC
150 SAWGRASS DR
ROCHESTER NY 14620

Insured Is 501C3

Other work places and identification numbers are shown in the schedule(s) attached.

2. The policy period is from 01-23-16 to 01-23-17 12:01 A.M. at the insured's mailing address.

3. A. **WORKERS COMPENSATION INSURANCE:** Part One of the policy applies to the Workers Compensation Law of the state(s) listed here:

MN

B. **EMPLOYERS LIABILITY INSURANCE:** Part Two of the policy applies to work in each state listed in item 3.A. The limits of our liability under Part Two are:

| | | | |
|----------------------------|----|--------|---------------|
| Bodily Injury by Accident: | \$ | 100000 | Each Accident |
| Bodily Injury by Disease: | \$ | 500000 | Policy Limit |
| Bodily Injury by Disease: | \$ | 100000 | Each Employee |

C. **OTHER STATES INSURANCE:** Part Three of the policy applies to the states, if any, listed here:

AL AR AZ CA CO CT DC DE FL GA HI IA ID IL IN KS KY LA MA MD ME MI
MO MS MT NC NE NH NJ NM NV NY OK OR PA RI SC SD TN TX UT VA VT WI

D. This policy includes these endorsements and schedules:

SEE LISTING OF ENDORSEMENTS - EXTENSION OF INFO PAGE

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All required information is subject to verification and change by audit to be made ANNUALLY.

DATE OF ISSUE: 12-14-15 SG

OFFICE: PAYROLL

70A

PRODUCER: PAYCHEX INS AGENCY INC

DIRECT BILL

SV996



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/26/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER WESTERN INSURANCE AGENCY INC/PHS 714215 P: (866) 467-8730 F: (877) 538-8526 PO BOX 29611 CHARLOTTE NC 28229 | CONTACT NAME: PHONE (A/C, No, Ext): (866) 467-8730 FAX (A/C, No): (877) 538-8526 E-MAIL ADDRESS: | | | | | | | | | | | | | | | | | | | | | |
|---|---|-------------------------------|--|-------|------------|--------------------------|--|------------|--|--|------------|--|--|------------|--|--|------------|--|--|------------|--|--|
| INSURED HIGHLAND DISTRICT COUNCIL 1978 FORD PKWY SAINT PAUL MN 55116 | <table border="1"><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC#</th></tr><tr><td>INSURER A:</td><td>Hartford Casualty Ins Co</td><td></td></tr><tr><td>INSURER B:</td><td></td><td></td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table> | INSURER(S) AFFORDING COVERAGE | | NAIC# | INSURER A: | Hartford Casualty Ins Co | | INSURER B: | | | INSURER C: | | | INSURER D: | | | INSURER E: | | | INSURER F: | | |
| INSURER(S) AFFORDING COVERAGE | | NAIC# | | | | | | | | | | | | | | | | | | | | |
| INSURER A: | Hartford Casualty Ins Co | | | | | | | | | | | | | | | | | | | | | |
| INSURER B: | | | | | | | | | | | | | | | | | | | | | | |
| INSURER C: | | | | | | | | | | | | | | | | | | | | | | |
| INSURER D: | | | | | | | | | | | | | | | | | | | | | | |
| INSURER E: | | | | | | | | | | | | | | | | | | | | | | |
| INSURER F: | | | | | | | | | | | | | | | | | | | | | | |

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

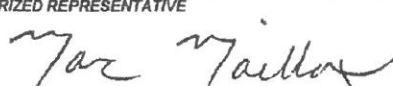
| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR BYD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|--|-------------|----------|---------------|-------------------------|-------------------------|---|-------------|
| A | COMMERCIAL GENERAL LIABILITY | | | 41 SBA PN4531 | 09/22/2015 | 09/22/2016 | EACH OCCURRENCE | \$2,000,000 |
| | CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$300,000 |
| | X General Liab | X | | | | | MED EXP (Any one person) | \$10,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PERSONAL & ADV INJURY | \$2,000,000 |
| | POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC | | | | | | GENERAL AGGREGATE | \$4,000,000 |
| | OTHER: | | | | | | PRODUCTS - COMP/OP AGG | \$4,000,000 |
| A | AUTOMOBILE LIABILITY | | | 41 SBA PN4531 | 09/22/2015 | 09/22/2016 | COMBINED SINGLE LIMIT (Ea accident) | \$2,000,000 |
| | ANY AUTO | | | | | | BODILY INJURY (Per person) | \$ |
| | ALL OWNED AUTOS | | | | | | BODILY INJURY (Per accident) | \$ |
| | X HIRED AUTOS | X | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | | | | | | | \$ |
| | UMBRELLA LIAB | | | | | | EACH OCCURRENCE | \$ |
| | EXCESS LIAB | | | | | | AGGREGATE | \$ |
| | DEC | RETENTION S | | | | | | \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | PER STATUTE | OTH-ER |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE/IN OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | | | | | | E.L. EACH ACCIDENT | \$ |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | \$ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | \$ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations. Certificate holder is also an additional insured.

CERTIFICATE HOLDER

CANCELLATION

| | |
|---|---|
| Jody Martinez 25 4th St. W Saint Paul, MN 55102 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  |
|---|---|