



# MINNESOTA STATE

## AMENDMENT No. 1 to LEASE AGREEMENT– MINNESOTA STATE AS LANDLORD

TOTAL AMOUNT: \$589,635.30

THIS AMENDMENT NO. 1 TO LEASE AGREEMENT (“Amendment”) is made by and between **State of Minnesota, by and through the Board of Trustees of Minnesota State Colleges and Universities on behalf of Metropolitan State University**, located at 700 East 7<sup>th</sup> Street, St. Paul, MN 55106-5000, hereafter referred to as MNSCU or MINNESOTA STATE, and **Saint Paul Public Library Agency**, a Municipal Corporation, located at 90 West Fourth Street, Saint Paul, MN 55102, hereafter referred to as TENANT.

WHEREAS, the parties entered into a lease dated March 16, 2015, commencing on July 1, 2014 and continuing through June 30, 2019 (“Lease”), and

WHEREAS, Section 2 of the Lease provides TENANT with one (1) option to renew the Lease for an additional period of five (5) years, and

WHEREAS, TENANT has notified MINNESOTA STATE of its intention to renew the Lease subject to, and in accordance with, the requirements of Section 2, and

WHEREAS, the parties have met for the purpose of negotiating the terms, conditions and rental rates for the renewal period, and

WHEREAS, the parties recognize the need for certain amendments and additional terms and conditions mutually beneficial for the effective continuation of said Lease during the renewal period.

NOW THEREFORE, the parties agree to amend the Lease as follows:

Section 1, **LEASED PREMISES**, Subsection 1.3 is replaced with the following:

1.3 Parking. MNSCU shall allow TENANT, its staff, visitors, guests and invitees the non-exclusive use of the short term parking area to the east side of the building during the term of this Lease. “Short term”, as used in this section, shall be defined as up to two (2) consecutive hours. MNSCU shall allow TENANT’s staff the use of up to two (2) spaces in the parking area on the north side of the building at the same rate charged to the MNSCU staff for parking. MNSCU reserves the right to change, modify or otherwise redirect the location of the parking at its sole and absolute discretion. TENANT agrees to comply with MNSCU’s parking program, as may be amended.

Section 2, **TERM** is replaced in its entirety with the following:

**2. TERM.**

The term of the Lease Agreement shall be extended five (5) years, commencing on July 1, 2019 and ending on June 30, 2024 (“Extended Term”), unless sooner terminated as provided in this Lease.

Section 3, **PAYMENT OF RENT** is replaced in its entirety with the following:

**3. PAYMENT OF RENT.**

3.1 As rent for the Extended Term, TENANT shall pay to MINNESOTA STATE the Rent described in the table below, such amount to be paid in advance, in semi-annual installments promptly and with no invoicing, by check, money order, or electronic funds transfer made payable to Metropolitan State University. Rent paid more than five days late is subject to a \$100 late fee.

Extended Term Lease Year	Payment Number	Bi-Annual Rent Payment Due Date	Inflation %	Payment Amount Due	Total Fiscal Year Rent
1	1	July 1, 2019		\$54,978.00	
	2	January 1, 2020		\$54,978.00	\$109,956.00
2	3	July 1, 2020	3.5%	\$56,902.23	
	4	January 1, 2021		\$56,902.23	\$113,804.46
3	5	July 1, 2021	3.5%	\$58,893.81	
	6	January 1, 2022		\$58,893.81	\$117,787.62
4	7	July 1, 2022	3.5%	\$60,955.09	
	8	January 1, 2023		\$60,955.09	\$121,910.18
5	9	July 1, 2023	3.5%	\$63,088.52	
	10	January 1, 2024		\$63,088.52	\$126,177.04
5-Year Total					\$589,635.30

It is the intention of the parties that all costs and expenses, of any nature or kind whatsoever, attributable to the Leased Premises or TENANT’s use of the Leased Premises, shall be the sole responsibility of TENANT. The Rent described above has been calculated to cover all costs of operation and maintenance of the Leased Premises.

Section 6, **DUTIES OF LANDLORD**, Subsection 6.12 is replaced in its entirety with the following:

6.12 Utility Shutdowns: MNSCU reserves the right to shut down electricity, heat, water or air conditioning when necessitated by safety, repairs, alterations or upgrades. MNSCU will give TENANT at least one (1) day notice of such shutdown, except in case of emergency, which shall require no advance notification. MNSCU will use reasonable efforts to not shut down TENANT’s utilities during business hours. MNSCU will have no liability to TENANT for any loss, damage or expense that TENANT may sustain due to such shut down.

Section 6, **DUTIES OF LANDLORD**, is amended to add the following subsections:

6.13 Maintenance Shutdowns/Closures: MNSCU will give TENANT at least five (5) days advance notice of shutdowns or closures for scheduled or necessary maintenance projects.

6.14 Emergency Shutdowns/Closures: MNSCU will notify TENANT, as soon as practicable, of all emergency campus shutdowns or closures.

6.15 Video Security: TENANT, at TENANT's sole cost and expense for necessary equipment and connection, shall have electronic viewing access to MNSCU security cameras servicing the Leased Premises and Building. Viewing access granted by this subsection is strictly limited to direct employees of TENANT. In no event shall TENANT release video security footage to third parties without first consulting with MNSCU and obtaining its written consent. MNSCU shall not be liable for failure of the video security system to operate, and it does not represent or warrant that the system will detect or avert security-related occurrences.

Section 20, **BUILDING ACCESS** is replaced in its entirety with the following:

**20. BUILDING ACCESS.**

20.1 Open Building Access. MNSCU shall provide access to the Leased Premises for authorized employees of TENANT and the public during hours when the Building is open.

20.2 Closed Building Employee Access. MNSCU shall provide authorized employees of TENANT access to the Leased Premises during hours when the Building is closed by contacting Metropolitan State University - Metro Campus Security at 651-793-1725 or Building Services at 651-793-1700.

20.3 Closed Building Public Access. MNSCU shall provide public access to the Leased Premises during hours when the Building is closed, but only if TENANT reimburses MNSCU for the cost of posting MNSCU security personnel immediately outside of the Leased Premises during all such hours. Further, prior to allowing such closed Building access TENANT shall provide MNSCU, at TENANT's sole cost, with signage deemed adequate by MNSCU to aid in preventing the public from accessing areas of the closed Building other than the Leased Premises.

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

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IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.

**TENANT: CITY OF SAINT PAUL, SAINT PAUL PUBLIC LIBRARY AGENCY**

TENANT certifies that the appropriate person(s) have executed the contract on behalf of TENANT as required by applicable articles, by-laws, resolutions, or ordinances.

By: \_\_\_\_\_

Its: Mayor

Date: \_\_\_\_\_

By: \_\_\_\_\_

Its: Director, Saint Paul Public Library Agency

Date: \_\_\_\_\_

By: \_\_\_\_\_

Its: Director of the Office of Financial Services

Date: \_\_\_\_\_

As to form and execution:

By: \_\_\_\_\_

Its: Attorney, City of Saint Paul

Date: \_\_\_\_\_

**MNSCU: STATE OF MINNESOTA, BY AND THROUGH THE BOARD OF TRUSTEES OF  
MINNESOTA STATE COLLEGES AND UNIVERSITIES, ON BEHALF OF  
METROPOLITAN STATE UNIVERSITY**

By: \_\_\_\_\_  
William D. Maki

Its: \_\_\_\_\_  
Interim Vice Chancellor – Chief Financial Officer

Date: \_\_\_\_\_

**RECOMMENDED BY:**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**VERIFIED AS TO ENCUMBRANCE: (if applicable)**

Employee certifies that funds have been encumbered as required  
by Minnesota Statute §16A.15.

Expenditure Authorization Entered

By: \_\_\_\_\_N/A\_\_\_\_\_

Title: \_\_\_\_\_N/A\_\_\_\_\_

Date: \_\_\_\_\_N/A\_\_\_\_\_

**AS TO FORM AND EXECUTION:**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_