

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into as of this _____ day of _____, 2025, by and between the City of New Brighton, a Minnesota municipal corporation, whose address is 803 Old Highway Eight Northwest, New Brighton, Minnesota 55112 (hereinafter referred to as “Landlord”) and Ramsey County, a political subdivision of the State of Minnesota and Home Rule Charter County whose address is 121 7TH Place East Suite 2200 St. Paul, MN 55101, (hereinafter referred to as “Tenant”.)

WITNESSETH:

ARTICLE I - GRANT AND TERM

1.1 LEASED SPACE. In consideration of the rents, covenants and agreements herein reserved and contained as the part of Tenant to be performed, Landlord does hereby lease to Tenant Room 214 (859.8 square feet) in the New Brighton Community Center located at 400 Tenth Street Northwest, New Brighton, Minnesota, hereto (hereinafter referred to as the “Leased Space”.) A drawing of the Leased Space is attached hereto as Attachment One.

1.2 INITIAL IMPROVEMENTS. Tenant is in need of access to the Leased Space in order to construct small-scale initial improvements to the Leased Space in order to prepare the space for WIC clinic use. The improvements project will include items such as, but not limited to, floor finish replacement, construction of a privacy wall for lab services, associated electrical and limited mechanical tasks, and new furniture that aligns with County workplace standards (the “Initial Improvements”) at Tenant’s expense. The Initial Improvements to be conducted by Tenant shall be in compliance with applicable building codes and the Americans with Disabilities Act. Tenant may access the Leased Space during the hours specified in this Lease starting February 1, 2025 until commencement of the Lease term on May 1, 2025 (the “Initial Improvement Construction Period”). During the Initial Improvement Construction Period, Tenant shall pay Landlord a total of \$2,415.63 in additional rent for this additional access. The additional rent shall be paid by February 1, 2025.

1.3 TERM. The term of this Lease and Tenant’s obligation to pay rent hereunder shall commence on May 1, 2025, (“Commencement Date”) and shall run until April 30, 2030. (“Term”).

1.4 USE OF COMMON AREAS. Tenant shall have the non-exclusive right to use the entry ways, elevators, stairs, hallways, and restrooms of the New Brighton Community Center. Employees of the Tenant shall have the non-exclusive right to use the parking areas. No more than 25 guests or invitees of the Tenant shall be permitted to use the parking areas except by approval of the Landlord. Use of the public areas of the New Brighton Community Center shall be subject to such reasonable rules and regulations for use of such areas as may be established from time to time by the Landlord.

1.5 ACCESS TO NEW BRIGHTON COMMUNITY CENTER. Tenant, its employees, and invitees shall have access to the New Brighton Community Center from 7:00 am to 8:00 pm Monday-Friday, except as limited in this paragraph. There will be no access during non-business

hours to employees and/or invitees of Tenant. There will be no access to employees and/or invitees of Tenant on Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving or Christmas Eve, and Christmas Day; access will be allowed only between the hours of 7:30 a.m. and 4:00 p.m. on New Year's Eve, when the day falls on Monday through Friday. Tenant will be provided five keys for access to the leased space. Tenant shall make no more keys than are provided by Landlord. If Tenant loses keys that were provided by the Landlord, Tenant will be charged \$50 per key lost and \$50 per lock change.

Landlord shuts down the New Brighton Community Center each year for a period of four to ten consecutive days for cleaning, repair and renovation. Tenant will be given no less than 30 days notice of this event. During this period Tenant's employees may still operate within the Leased Space, and Tenant's invitees may have access to the Leased Space if accompanied at all times by Tenant's staff. In some years (but no more often than every other year, except in the case of emergency or casualty), the New Brighton Community Center will be closed for safety reasons for up to three days of such cleaning, repair and renovation period, during which time Tenant's employees and invitees may not have access to the Leased Space. Tenant will be given no less than 30 days' notice of this event.

ARTICLE II - RENT

2.1 RENT. During the term hereof Tenant agrees to pay to Landlord at 400 Tenth Street Northwest, New Brighton, Minnesota 55112 or at such place as the Landlord may from time to time designate in writing, "minimum rent" for the Leased Space in the amount set forth below, payable in advance prior to the first of each month commencing on May 1, 2025.

<u>YEAR</u>	<u>MONTHLY</u>	<u>ANNUAL</u>
1	\$ 1,610.42	\$19,325.04
2	\$ 1,658.73	\$ 19,904.76
3	\$ 1,708.50	\$ 20,502.00
4	\$ 1,759.75	\$ 21,117.00
5	\$ 1,812.54	\$ 21,750.48

2.2 RENT DELINQUENCIES. Interest accrual and disputes regarding payment shall be governed by the provisions of Minnesota Statutes Section 471.425.

ARTICLE III - USE OF PREMISES

3.1 TENANT'S USE. During the term of this Lease, the Leased Space shall be used by Tenant solely for the purpose of offering WIC Services for families, as well as the non-exclusive right to use the hallway outside of the Leased Space for representatives of social service programs to talk to WIC participants, and for no other purposes without prior written consent of Landlord

3.2 COMPLIANCE WITH LAWS AND REGULATIONS.

(a) The parties will at all times during the term hereof maintain and conduct their businesses insofar as the same relates to the occupancy of the Leased Space in such a manner and under such regulations as to be in strict compliance with any and all applicable governmental laws, rules, regulations and orders

(b) The parties will comply with the applicable provisions of the Americans with Disabilities Act (ADA), as it may be amended from time to time.

3.3 AFFIRMATIVE COVENANTS OF TENANT. Without in any way limiting or restricting other covenants of Tenant elsewhere in this Lease contained, the Tenant affirmatively covenants and agrees as follows:

(a) Tenant shall neither permit or suffer or conduct activities that would constitute a nuisance in, on or about said Leased Space or unreasonably interfere with any person occupying adjacent premises or common areas;

(b) Tenant shall keep the Leased Space, including all service and/or loading areas for the Leased Space, free from all litter, dirt and obstructions;

(c) Tenant shall arrange for and accept deliveries only at such times, in the areas, and through entrances designated for such purpose by Landlord;

(d) Subject to Landlord's obligations under section 6.1, below, Tenant shall keep said Leased Space clean and in the sanitary condition required by ordinance and regulations of any governmental or quasi-governmental unit having jurisdiction;

(e) Tenant shall neither permit nor suffer the Leased Space, or the walls, ceilings or floors thereof to be endangered by overloading;

(f) Tenant shall not use or permit the Leased Space to be used for any purpose or purposes other than that set forth in Section 3.1 hereof;

ARTICLE IV - MAINTENANCE AND REPAIRS

4.1 TENANTS MAINTENANCE AND REPAIRS. From and after the date that possession of the Leased Space is delivered to Tenant, and until the end of the term hereof, Landlord will be responsible for all repairs, maintenance and replacements to the Leased Space including, but not limited to, structural repairs and replacements, the interior and exterior portions of all doors, windows, plate glass, locks, frames, hardware and showcases surrounding and incorporated into the Leased Space; the mechanical plumbing, heating, air conditioning and/or cooling, ventilating and electrical equipment and systems; lighting fixtures and ballasts, partitions, and all other fixture, appliances and facilities furnished by Landlord. Tenant shall not be responsible for repair or damage caused by the negligence of Landlord, its employees or agents but shall be responsible for any repair or damage caused by the negligence of the Tenant, its employees, guests, invitees or agents. Tenant shall be required to pay for any structural repairs, alterations, or unscheduled improvements that are required by governmental rules, orders or regulations as a result of Tenant's use and or occupancy of the Leased Space. Any and all such

repairs, alterations or improvements shall require prior approval of the Landlord. Landlord may inspect the Leased Space to ensure Tenant's compliance with the above and foregoing requirements. Tenant accepts the Leased Space as being in good and sanitary order, condition and repair.

4.2 SURRENDER OF PREMISES. At the expiration or termination of this Lease, Tenant shall surrender the Leased Space in the same condition as existed on the commencement date of this Lease, ordinary wear and tear excepted. All fixtures, structural alterations or improvements that have become attached to the Leased Space, except trade fixtures, shall become a part of the Leased Space and shall become the property of Landlord. Further, during the ninety (90) day period prior to the expiration of the term this Lease, Landlord may during reasonable business hours and upon reasonable notice to Tenant, have the right to show the Leased Space to third parties for the purpose of again leasing same.

ARTICLE V - TENANT LEASE RESPONSIBILITIES

5.1 RESPONSIBILITIES. Tenant is self-insured under the provisions of Minnesota Statutes, Chapter 466. Such coverage includes tort liability with limits of liability as defined by this chapter.

ARTICLE VI – UTILITIES and MAINTENANCE

6.1 UTILITIES. Landlord shall be responsible for providing all garbage and refuse collection, custodial care, and utilities, including without limitation, gas, electricity, water, and sewer, for the Leased Space during the Term of this Lease, and any extension thereof. Landlord will provide Tenant with a copy of the certification required by Minn. Stat. §115A.9302

6.2 SUPPLY OF UTILITY CHARGES. Landlord shall not accept responsibility for repairing any failure or defect in the supply or character of electricity, water, sewer, or gas furnished by reason of any change, requirement, act, neglect or omission of the public utility serving the Leased Space or for any reason not attributed to Landlord.

6.3 INTERRUPTION OR DISCONTINUANCE OF LANDLORD'S SERVICE. Tenant agrees that Landlord shall not be liable for failure to supply any service when Landlord uses reasonable diligence to supply the same, it being understood that Landlord reserves the right to temporarily discontinue such services, or any of them, at such times as may be necessary by reason of accident, failure of supply, repairs, alterations or improvements, or by reason of fire, strikes, flood, lockouts, riots, Acts of God or any other happening beyond the reasonable control of the Landlord. When Landlord causes services to be rendered by independent third parties, Landlord shall have no liability for the performance thereof or liability therefore.

6.4 CUSTODIAL SERVICE

Landlord shall provide custodial services incurred by Tenant as a result of its use of the Leased Space in the New Brighton Community Center which include but are not limited to, vacuuming or mopping as appropriate, cleaning, of the Leased Space.

6.5 RECYCLING. Landlord participates in a recycling program for the Community

Center. Tenant shall recycle all recyclable materials.

ARTICLE VII – ALTERATIONS/REFURBISHMENT AND TENANT IMPROVEMENTS

7.1 ALTERATIONS. Tenant may, from time to time during the term of this Lease, make, at its own cost and expense, alterations or changes in the interior of the Leased Space in good and workmanlike manner in compliance with all applicable requirements of law, provided Tenant follows the notice procedure and obtains Landlord's prior written consent. All costs of any such work shall be paid promptly by Tenant so as to prevent the assertion of any liens for labor or materials. Tenant shall allow no work on the Leased Space that could result in attachment to the Leased Space or to the New Brighton Community Center of mechanics or materialmen's liens without first securing payment and performance bonds for such work in a form satisfactory to Landlord.

7.2 NOTICE TO LANDLORD. Prior to the initiation of any alterations, Tenant shall give Landlord written notice thereof and specify the work to be performed in reasonable detail and provide as much information as possible as to the nature, timing, and process to be undertaken with the construction project. After receipt of said notice, Landlord shall have a reasonable period of time during which it shall make a determination, in its sole discretion, as to whether the proposed work would create an undesirable structural or design change at the Leased Space. Tenant shall provide Landlord, upon request; with any further information reasonably necessary for such determination by Landlord and Tenant shall not commence work or accept materials prior to receiving written notice of Landlord's approval.

7.3 LEASEHOLD IMPROVEMENTS. All fixtures, furnishing, and finishing shall be the responsibility of Tenant, at Tenant's expense, and subject to the provisions of paragraphs 7.1 and 7.2.

7.4 SIGNS. No signage, advertisements, placards, or notices shall be placed or painted on any part of the Leased Space or the New Brighton Community Center by Tenant without the prior written authorization of Landlord. Landlord may install or require installation of signage by Tenant to direct employees and invitees of Tenant to the Leased Space. Such signage shall be installed at the expense of Tenant and, if installed by Landlord, will be charged to Tenant as Additional Rent.

7.5 REFURBISHMENT. At Landlord's sole expense, the Leased Space will be refurbished on the same basis as the common space in the New Brighton Community Center. The Leased Space will be repainted in a color mutually agreeably to the parties and the flooring will be replaced in high use areas on the same basis, and in accordance with the same standards, as are used to determine whether to repaint or replace flooring in the common space in the New Brighton Community Center.

ARTICLE VIII – INSURANCE

8.1 INSURANCE

- a. Landlord shall procure and maintain the following insurance coverages throughout the term of this Lease, at its own expense:

- i. Fire and extended coverage insurance covering the New Brighton Community Center building and Landlord's personal property.
 - ii. Liability insurance coverage for its operations and the use of the building by Landlord.
- b. Tenant shall procure and maintain the following insurance coverage or maintain a self-insurance program with equivalent coverage throughout the term of this Lease, at its own expense:
 - i. Fire and extended coverage covering property of Tenant.
 - ii. Liability insurance including self-insurance covering its operation on the Premises.
 - iii. Insurance coverage for Tenant's personal property, if desired by Tenant.

8.2 INDEMNITY. The Landlord and Tenant shall indemnify, defend, and hold each other harmless against any and all liability, losses, costs, damages, expenses, claims, or actions, including attorney's fees, which the indemnified party, its officials, agents, or employees may hereafter sustain, incur, or be required to pay, arising out of or by reason of any act or omission of the indemnifying party, its officials, agents, or employees, in the execution, performance, or failure to adequately perform the indemnifying party's obligations pursuant to this Lease. Nothing in this Lease shall constitute a waiver by the City of New Brighton or County of Ramsey of any statutory or common-law immunities, limits, or exceptions on liability.

8.3 WAIVER OF SUBROGATION RIGHTS. Anything in this Lease to the contrary notwithstanding, Landlord and Tenant each hereby waive all rights of recovery, claim, action, or cause of action, against the other, its agents, officers, or employees, for any loss or damage that may occur to the Leased Space, any Leasehold Improvements, or the New Brighton Community Center, by reason of fire, the elements, or any other cause which is insured against under the terms of standard fire and extended coverage insurance policies referred to in the above paragraph or is otherwise insured against under an insurance policy maintained by the party suffering such loss or damage, regardless of cause or origin, including any negligence of the other party hereto and/or its agents, officers, or employees, and each party covenants that no insurer shall hold any right of subrogation against such other party. Each party hereto agrees to give immediately to any insurer that has issued policies of fire and extended coverage insurance written notice of the mutual waiver contained in this provision and to have such policies endorsed, if necessary, to prevent the invalidation of insurance coverage by reason of such mutual waiver.

ARTICLE IX - DESTRUCTION AND RESTORATION

9. DAMAGE. If a significant portion of the Leased Space shall be damaged or destroyed, Landlord shall have the option to rebuild or to terminate this Lease. If the Leased Space cannot be repaired and restored within ninety (90) days from the date of the damage, then the Landlord or Tenant shall have the right to terminate this Lease from the date of such damage or destruction by giving a notice to the other party. In such event Tenant shall be entitled to a refund of any rent prepaid for a period during which the Leased Space is untenable. Furthermore, Tenant shall incur no Additional Rent for services provided to the New Brighton Community Center during this period.

ARTICLE X - DEFAULT

10.1 EVENTS OF DEFAULT. The following events shall be deemed to be events of default by Tenant under this Lease:

- (a) Tenant shall fail to pay when due any installment of rent, or other charges provided herein, or any portion thereof and the same shall remain unpaid for more than thirty (30) days, or such longer period of time as may be reasonably be allowed, after Landlord, by written notice, has informed Tenant of such noncompliance; or
- (b) Tenant shall do or permit to be done anything that creates a lien upon the Leased Space; and does not cause said lien as to Landlord's interest in the property to be released within ten (10) days after written notice from Landlord; or
- (c) Any material representation or warranty made in writing to Landlord in this Lease or in connection with the making of this Lease, by Tenant shall prove at any time to have been incorrect in any material respect when made or becomes incorrect; or
- (d) Tenant shall have failed to comply with any other material provisions of this Lease and shall not cure any failure within thirty (30) days, or such longer period of time as may be reasonably required to cure such default, after Landlord, by written notice, has informed Tenant of such noncompliance.

10.2 LANDLORD'S REMEDIES. Upon the occurrence of any of the above listed events of default, Landlord may elect to either: (1) terminate this Lease; or (2) terminate Tenant's right to possession only without terminating this Lease, hereinafter referred to as re-entry; (3) pursue any other remedy available at law or in equity. Landlord shall have all remedies provided in the Lease and under governing law. All of the remedies given to Landlord in this Lease or by law shall be cumulative, and the exercise of one right or remedy by Landlord shall not impair its right to exercise any other right or remedy.

10.3 If Landlord defaults in the performance of the conditions or covenants of this Lease, Tenant, in addition to all other remedies now or hereafter afforded or provided by law, may at its election, perform such covenant or agreement for or on behalf of Landlord or make good any such default and any amount or amounts which Tenant shall advance pursuant thereto shall be repaid by Landlord on demand, and if Landlord does not repay any such amount or amounts upon demand Tenant shall have the privilege of deducting same from the next installment or installments of rent to accrue under this Lease. All of the remedies given to Tenant in this Lease or by law shall be cumulative, and the exercise of one right or remedy by Tenant shall not impair its right to exercise any other right or remedy.

ARTICLE XI - MISCELLANEOUS PROVISIONS

11.1 HOLDING OVER. If either party terminates this Lease and in the event that Tenant continues to occupy the Leased Space after the expiration of the term of this Lease hereof without entering into a new Lease hereof said tenancy shall be construed to be a "tenancy from month to month" upon all of the other terms and conditions herein contained.

11.2 ENTIRE AGREEMENT. This Lease is executed in identical counterparts, each of which, when bearing original initials of the parties on each page and at each change in the text hereof as well as original signatures at the end of the document, shall constitute an original for all purposes. All previous agreements, whether oral or written, are superseded by and merged with this Lease. Subsequent change shall not be binding unless reduced to writing and signed by the parties hereto.

11.3 INVALIDATION OF PARTICULAR PROVISIONS. If any clause, term or provision of this Lease, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law. It is the intention of the parties hereto that in lieu of each clause, term or provision of this Lease that is illegal, invalid or unenforceable, there be added as part of this Lease a clause, term or provision similar to such illegal, invalid or unenforceable clause, term or provision as may be possible and would be legal, valid and enforceable.

11.4 PROVISIONS BINDING, ETC. Except as herein otherwise expressly provided, the terms hereof shall be binding upon and shall inure to the benefit of the successors, assigns and legally appointed representative, respectively, of the Landlord and the Tenant.

11.5 GOVERNING LAW. The laws of the State of Minnesota shall govern the interpretation, validity, performance and enforcement of this Lease.

11.6 NOTICES. Any notice that is required under this Lease shall be deemed "given" upon hand delivery or three (3) days after prepaid posting in the U.S. Mail whichever shall first occur. Notice shall be addressed to:

Landlord: Devin Massopust, City Manager
CITY OF NEW BRIGHTON
803 - Old Highway Eight
New Brighton, MN 55112

Tenant: RAMSEY COUNTY PROPERTY MANAGEMENT
121 7th Place East
Suite 2200
St. Paul, MN 55101

or to any other address as shall be designated by written notice.

Where in this Lease a certain number of days from date of notice to a given action is specified, unless the specific provision otherwise states, the days shall be counted as follows: The first calendar day shall be excluded and the last day shall be included, unless the last day is a

Saturday, Sunday or legal holiday, in which event the period shall be extended to include the next day that is not a Saturday, Sunday, or legal holiday.

11.7 HEADINGS. The heading, section numbers and article numbers appearing in this Lease are not intended in any manner to define, limit or describe the scope of any such section or article and are solely inserted for ready reference purposes.

11.8 PRONOUNS. As utilized in this Lease, the “singular” pronouns shall include the “plural”, and the “masculine” shall include the “feminine” and the “neuter” and vice versa, unless a contrary intent specifically appears.

11.9 ASSIGNMENT AND SUBLETTING. Tenant will not assign this Lease and will not sublet any part of said premises without the consent in writing of the Landlord.

11.10 CANCELLATION. This lease may not be canceled for two years after the Commencement Date. At any time after two years from the Commencement Date, either the Landlord or the Tenant may cancel the lease upon giving 180 days’ written notice to the other party.

11.11 NON-VIOLENCE. Landlord shall make all reasonable efforts to ensure that its employees, officials and subcontractors do not engage in violence while performing under this lease. Violence, as defined by the Ramsey County Workplace Violence Policy, is any action that is the use of physical force, harassment, or intimidation or abuse of power or authority where the impact is to control by causing pain, fear or hurt. Landlord shall be considered in compliance with the requirements of this provision if it complies with the provisions of its own policy on employee conduct.

11.12. HAZARDOUS MATERIALS. Except for materials contained in products used in de minimis quantities for ordinary cleaning and office purposes, Landlord shall not permit or cause any party to bring any Hazardous Material into the New Brighton Community Center.

CITY OF NEW BRIGHTON

RAMSEY COUNTY

BY: _____
Devin Massopust
City Manager

BY: _____
Rafael Ortega
Chair, Ramsey County Board of Commissioners

Date: _____

Date: _____

DEPARTMENTAL RECOMMENDATION

BY: _____
Kari Niedfeldt Thomas
Mayor

Jean Krueger, Director, Property Management

APPROVED AS TO FORM

Kathleen Ritter, County Attorney

Date: _____