



Contract Number: MWCTC-2020-002789

PO Number: TDB

**LEASE AGREEMENT - MINNESOTA STATE AS TENANT
(Without Leasehold Improvements)**

TOTAL AMOUNT: \$50,000.00

THIS LEASE AGREEMENT is made by and between MARSHALL CITY OF, a Municipal Corporation under the State of Minnesota, located at 344 W MAIN ST, MARSHALL, MN 56258-1313 hereinafter referred to as LANDLORD, and the STATE OF MINNESOTA, BY AND THROUGH THE BOARD OF TRUSTEES OF MINNESOTA STATE COLLEGES AND UNIVERSITIES ON BEHALF OF MINNESOTA WEST COMMUNITY AND TECHNICAL COLLEGE, located at 1011 First Street West, Canby, MN 56220 hereinafter referred to as TENANT,

WHEREAS, the Board of Trustees of Minnesota State Colleges and Universities is empowered by Minn. Stat. §136F.06, to lease non-state property for use by its colleges and universities, and

WHEREAS, the LANDLORD is the owner of *MERIT Center* (the "Building"), located at *1001 West Erie Road, Marshall, MN 56258*, and desires to lease space in the property to TENANT, and

NOW THEREFORE, LANDLORD and TENANT, in consideration of the rents, covenants and considerations hereinafter specified, do hereby agree each with the other as follows:

1. LEASED PREMISES.

LANDLORD grants and TENANT accepts the lease of the following described Leased Premises located in the City of Marshall, County of Lyon, Minnesota; more particularly described as:

1001 West Erie Road, Marshall, MN 56258, including:

Exclusive use of office space approximately 1350 square feet designated for TENANT, the North Half of the mezzanine storage area approximately 800 square feet. Shared space includes the parking bay 2 on the main floor of the Building and 240 square feet storage shed. Reserved space includes Classroom A, Classroom B, Classroom D, Driving Track, Training Props. The floor plan, which is attached and incorporated as Exhibit A as part of this Lease Agreement (hereinafter defined as the "Leased Premises").

2. USE.

TENANT shall use and occupy the Leased Premises for higher education purposes and for such activities related to TENANT's operation as a Minnesota State Colleges and Universities system member institution leased location, or for any other lawful purpose.

3. TERM.

Subject to Section 4(e), the term of this Lease Agreement shall commence on July 1, 2019, (the "Commencement Date"), and end on June 30, 2021, unless otherwise sooner terminated as provided in this Lease. LANDLORD grants and TENANT accepts a right to enter the Leased Premises prior to the Commencement Date at no charge to install furnishings, fixtures and equipment necessary to allow TENANT's occupancy.

4. RENT.

a. Rent is payable to LANDLORD based on the following schedule:

Term	Usable Square Feet	Quarterly Rent Amount	Annual Rent Amount	Total Over Term
07/01/2019 06/30/2020	- 1350	\$6250.00	\$25,000.00	
07/01/2020 06/30/2021	- 1350	\$6250.00	\$25,000.00	
00/00/0000 00/00/0000	-	\$	\$	
00/00/0000 00/00/0000	-	\$	\$	
00/00/0000 00/00/0000	-	\$	\$	
				\$50,000.00

b. TENANT shall not be responsible for payment of any additional rents or "pass-throughs" or operating costs or LANDLORD's expenses whatsoever, and all costs including, but not limited to all typical expenses paid to operate and maintain a commercial building, including, but not limited to, all tax costs, including real estate taxes and special assessments, building insurance, maintenance, repairs, all utilities including but not limited to electricity, gas, and all the sources of energy required to provide utility service,

including all heating and cooling, lighting, sewer and water, janitorial services and common area maintenance expenses (all of the above collectively referred to as "Operating Expenses"), shall be borne by the LANDLORD.

- c. **Rent shall be paid quarterly in arrears.** LANDLORD shall provide TENANT with a quarterly invoice for the applicable rental quarter. TENANT shall mail or deliver the quarterly rent set forth above at the end of the applicable calendar quarter to LANDLORD at LANDLORD's notice address as set forth in this Lease. Rent for a partial month, if any, shall be equitably prorated.
- d. LANDLORD represents and warrants that it is solely entitled to all rents payable under the terms of this Lease Agreement. LANDLORD further represents and warrants that it is registered with the Secretary of the State to do business in the State of Minnesota and will continue to provide the documentation required by the Secretary of State's office to remain in good standing. In the event that LANDLORD changes names or rent delivery instructions, due to a move, corporate merger, acquisition or reorganization, LANDLORD shall provide TENANT with written notice within thirty (30) days of said change, with instructions regarding the new delivery address or LANDLORD details. TENANT may require additional updated information be submitted to TENANT by LANDLORD, to ensure compliance with the State of Minnesota financial and accounting payment system, which LANDLORD agrees to provide within thirty days of TENANT's written request.
- e. LANDLORD shall deliver the Leased Premises to TENANT in conformance with the standards described and set forth in Exhibit B, Performance Specifications and Standards, attached and incorporated as part of this Lease Agreement, by the Commencement Date as set forth in Paragraph 3 of this Lease Agreement. Any work LANDLORD performs in the Leased Premises will be substantially complete and the Leased Premises will be in good and clean condition at the time of delivery. If LANDLORD fails to deliver the Leased Premises to TENANT by this date, then the Commencement Date and related obligation to pay rent will be postponed accordingly until LANDLORD delivers possession to TENANT. If the Commencement Date is postponed by one month or more, TENANT shall have the option, in its sole discretion, to (i) postpone the termination date by one month for each month or partial month of postponement of the Commencement Date, or (ii) terminate this Lease Agreement. If the Commencement Date and/or termination date of the Lease are revised pursuant to this paragraph, LANDLORD and TENANT will execute a written lease amendment signed by both parties and setting forth such change.

5. TERMINATION.

- a. In the event that the Minnesota State Legislature does not appropriate to the Board of Trustees of the Minnesota State Colleges and Universities funds necessary for the continuation of this Lease Agreement, or if the Governor unallots funds necessary for the continuation of this Lease Agreement, or in the event that Federal funds necessary for the continuation of this Lease Agreement are withheld for any reason, this Lease Agreement may be terminated by TENANT upon giving thirty (30) days written notice.

- b. Consistent with Minnesota Statutes, Section 16B.24, Subdivision 6, this Lease Agreement is subject to cancellation upon thirty (30) days written notice by TENANT for any reason except lease of other non-state-owned land or premises for the same use.
- c. TENANT covenants that at the termination of this Lease Agreement by lapse of time or otherwise, it shall remove its personal property and vacate and surrender possession of the Leased Premises to LANDLORD. Any furnishings, equipment, trade fixtures and technology installed by TENANT for its own use, including but not limited to movable partitions, shelving units, projection screens, wireless internet service, and audio-video equipment attached to the Leased Premises by TENANT, shall remain the property of TENANT unless TENANT chooses not to remove them. TENANT shall have the option to remove the above equipment or fixtures at the expiration or termination of the Lease Agreement or any extension thereof, even though said equipment or fixtures are attached to the Leased Premises, and may enter the Leased Premises for this purpose for a period of five (5) business days following the termination of the Lease.

6. BUILDING PERFORMANCE SPECIFICATIONS AND STANDARDS.

LANDLORD shall deliver and maintain the Building consistent with the performance specifications and standards attached and incorporated as Exhibit B as part of this Lease Agreement.

7. OPERATING EXPENSES AND SERVICES.

- a. Operating Expenses for a Gross Lease: LANDLORD shall bear the cost of all typical costs and expenses paid to operate and maintain a commercial building, collectively referred to as Operating Expenses, as set forth in Paragraph 4.b. above.
- b. Energy Conservation: In the event any kind of energy conservation measures are enacted or required by State or Federal authority, it is hereby agreed that LANDLORD shall reduce the quantity of utilities and services as may be specifically required by such governmental orders or regulations. Utilities, within the meaning of this article, include heat, cooling, gas, electricity, water and all the sources of energy required to provide said service.
- c. Exterior Lighting: LANDLORD shall provide adequate exterior lighting in the parking lots, building entrance/exits and loading dock areas.
- d. ADA Accessibility Guidelines: LANDLORD agrees to provide and maintain the Leased Premises and the Building consistent with accessibility and facilities meeting code requirements for persons with disabilities, including but not limited to, Title II and III of the Americans with Disabilities Act (ADA) as may be amended from time to time, all applicable laws, rules, ordinances and regulations as issued by any federal, state or local political subdivisions having jurisdiction and authority in connection with said property.
- e. Management: LANDLORD agrees that in exercising its management responsibilities of the property of which the Leased Premises are a part, including the maintenance, repair,

alterations and construction relating thereto, it shall comply with all applicable laws, statutes, rules, ordinances and regulations, as issued by any federal, state, or local political subdivisions having jurisdiction and authority in connection with said property, including but not limited to building code, disabilities access, zoning, air quality, pollution control, recyclable materials and prevailing wage requirements. LANDLORD shall use commercially reasonable efforts to employ practices that protect occupants' health and ensure conservation of natural resources, including recycling of recyclable materials, in the operation and maintenance of the Building and the Leased Premises.

8. ACCESS TO PREMISES.

TENANT shall allow access to the Leased Premises by LANDLORD or its authorized representatives at any reasonable time during the life of this Lease Agreement for the purpose of operation, maintenance, inspection, display and repairs of the Leased Premises or the Building, upon reasonable advance notice.

9. ASSIGNMENT AND SUBLEASE.

TENANT shall not assign, sublet, or otherwise transfer its interest in this Lease Agreement without the prior written consent of LANDLORD, which consent shall not be unreasonably withheld. LANDLORD will be deemed to consent to an assignment, sublease or transfer if LANDLORD fails to respond within thirty (30) days of written request to LANDLORD's notice address. TENANT reserves the right to assign, sublet, or otherwise transfer its interest in this Lease Agreement without the prior written consent of LANDLORD within its own system, as now or may be established under the jurisdiction of the Minnesota State Colleges and Universities. In addition, no transfer of custodial control between Minnesota State system institutions, State agencies or renaming of a State agency will constitute an assignment

10. ALTERATION TO PREMISES.

TENANT shall make no alterations, additions, or changes in the Leased Premises with a cost in excess of \$500, without the advance written consent of LANDLORD which such consent shall not be unreasonably withheld.

11. MAINTENANCE AND REPAIRS.

- a. Maintenance: LANDLORD shall maintain in working condition and good repair, all appurtenances within the scope of this Lease Agreement, including the maintenance of proper plumbing, wiring, heating (and, where applicable, cooling) devices and ductwork.
- b. Heating, Ventilation, and Air Conditioning (HVAC) Maintenance. LANDLORD shall, at its expense, maintain and make such necessary repairs to HVAC equipment, whether or not the HVAC equipment was paid for by TENANT. LANDLORD shall document maintenance on the heating, ventilating and air conditioning system (e.g., filter changes and cleaning methods and procedures).

- c. Repairs: LANDLORD shall be responsible for all structural components, including roof, building envelope, and foundation, and all common areas of the Building, and shall perform such maintenance and make such necessary repairs so as to continue to provide all such service appurtenances as are required by this Lease Agreement, provided, however, that LANDLORD shall not be responsible for repairs upon implements or articles which are the personal property of TENANT. LANDLORD will be responsible to repair and maintain the Leased Premises, including interior walls, ceilings, windows and doors.
- d. Janitorial Service: LANDLORD shall provide janitorial services and supplies to the Leased Premises and common areas of the Building.
- e. Snow Removal: LANDLORD shall keep the public sidewalks adjacent to the Building and any sidewalks or stairways leading from the public sidewalks to the Building free from snow, ice and debris, including the parking lot. Snow plowing, snow shoveling and ice removal must be completed by 6:30 a.m., unless snow or wind conditions make this impractical. If the snow and ice removal is not completed by 6:30 a.m., LANDLORD will make every effort to complete the snow removal as soon as possible.

12. DELIVERY OF LEASED PREMISES:

LANDLORD covenants that it will deliver the Leased Premises to TENANT in a clean and sanitary condition with all systems, services, appurtenances, and leasehold improvements (if applicable) included within the scope of this Lease Agreement in effect and in good running order and that are in compliance with all applicable laws, ordinances, and regulations of any governmental authority having jurisdiction, including, without limitation, the Americans with Disabilities Act.

13. EXPANSION SPACE.

In the event TENANT leases any additional space elsewhere in the Building, the rent for said space shall be calculated at the finished office space rate per square foot per year that is in effect under this Lease Agreement at that time, or at the publicly advertised rate per square foot per year for similarly finished office space in the Building at that time, whichever is lower. LANDLORD shall provide improvements to the expansion space comparable to the improvements provided to the space leased under this Lease Agreement. An amendment to this Lease Agreement shall be executed setting forth the amount of such expansion space, the effective date of TENANT's right of occupancy, and the amount of additional rent that shall be due and payable to LANDLORD.

14. NET USABLE SPACE MEASUREMENTS.

The LANDLORD represents that it has based the Leased Premises space calculation on an area measurement by an architect or professional qualified to measure interior building areas based on the following standard of measurement. For purposes of this Lease Agreement, the area of the Leased Premises shall match the following standard, which shall be based on measuring to the inside finished surface of exterior walls, to the inside finished surface of

building corridor and other permanent walls or to the centerline partition of walls separating the Leased Premises from other tenant space or common area space. If more than 50% of an exterior wall is glass, the dimension is taken from the interior glass line; otherwise, to the interior finished surface. Vertical shafts, elevators, stairwells, flues, pipe shafts, dock areas, mechanical rooms, and utility and janitor rooms that serve more than the Leased Premises shall be excluded. Restrooms, corridors, lobbies and receiving areas which are accessible to the general public or used in common with other tenants are also excluded. No deductions are made for columns, pilasters or other projections to the building if each is less than four (4) square feet. Prior to the Commencement Date, the TENANT shall have the right at its own expense to hire an architect to determine the actual measurement of the area based on the above standard. If TENANT's architect determines that the area of the Leased Premises is less than what LANDLORD has calculated, Rent due under this Lease shall be adjusted accordingly. In that case, LANDLORD and TENANT shall enter into an amendment to this Lease setting forth the newly calculated Rent amount and adjustments as set forth in Section 4 a.

15. QUIET ENJOYMENT.

TENANT shall have the quiet enjoyment of the Leased Premises during the full term of the Lease Agreement and any extension or renewal thereof.

16. DESTRUCTION OF LEASED PREMISES.

If the Leased Premises are destroyed or damaged by fire, tornado, flood, civil disorder, or any cause whatsoever, so that the Leased Premises become untenable, the rent shall be abated from the time of such damage and TENANT shall have the option of terminating this Lease Agreement immediately or allowing LANDLORD such amount of time as TENANT deems reasonable to restore the damaged Leased Premises to tenantable condition.

17. INSURANCE.

General Liability and Property Damage Requirements. It shall be the duty of LANDLORD and TENANT to maintain insurance or self-insurance on their own property, both real and personal. For purposes of this Agreement, LANDLORD shall maintain applicable insurance coverage consistent with the coverages outlined on Exhibit C, attached hereto and made a part of this Lease Agreement, at LANDLORD's sole expense during the term of this Lease Agreement. LANDLORD and TENANT shall provide each other with evidence of insurance, upon request. Notwithstanding anything apparently to the contrary in this Lease Agreement, LANDLORD and TENANT hereby release one another and their respective partners, officers, employees and property manager from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise for loss or damage covered by said insurance, even if such loss or damage shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible.

18. LIABILITY.

LANDLORD and TENANT agree that each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. TENANT's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Section 3.736, another applicable law.

19. BUILDING ACCESS.

LANDLORD shall provide for access to the Leased Premises twenty four (24) hours per day, seven (7) days per week, for authorized employees of TENANT. LANDLORD shall initially provide appropriate types/quantities of Building keys at no charge for TENANT's use based upon TENANT's anticipated occupancy. Additional keys, if needed, shall be promptly provided by LANDLORD upon TENANT's request.

20. PARKING.

LANDLORD shall provide *any regular exterior temporary parking for equipment vehicles or any other equipment or exterior storage request* for the use of TENANT, its invitees, licensees and guests. It is understood by LANDLORD and TENANT that there is no additional rental charge for parking provided in this Lease Agreement.

21. NOTICES.

All notices, requests, and other communications between LANDLORD and TENANT that are required or that LANDLORD or TENANT elect to deliver shall be deemed sufficiently given or rendered if in writing and delivered to either party personally, by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, (return receipt required) addressed as follows:

LANDLORD:

City of Marshall
344 West Main Street
Marshall, MN 56258
ATTN: City Administrator

TENANT:

Minnesota West Community and Technical College
1011 1st Street West
Canby, MN 56220
ATTN: President

With a copy to: Minnesota State Colleges and Universities
ATTN: Real Estate Services
30 E. 7th Street, Suite 350
St. Paul, MN 55101

22. NEW LANDLORD.

In the event the Leased Premised or the Building shall be sold, conveyed, transferred, assigned, leased or sublet, or if LANDLORD shall sell, convey, transfer, or assign this Lease Agreement or rents due under this Lease Agreement, or if for any reason there shall be a change in the manner in which the rental reserved hereunder shall be paid to LANDLORD, proper written notice of such change must be delivered to TENANT as promptly as possible, but in no event shall written notice delivery exceed thirty days. TENANT has no obligation to pay Rent to a new landlord unless it has received written notice of such change. TENANT's "Transfer of Ownership of Lease" document shall be executed by LANDLORD and TENANT in order that TENANT is provided with authorization to issue payments to a new party.

23. DEFAULT.

TENANT shall be in default if: a.) TENANT shall fail to pay monthly rental payment as provided, and such failure continues for a period of ten (10) days after the due date thereof, and if TENANT shall fail to cure such default for more than thirty (30) days after written notice by LANDLORD to TENANT; or b.) TENANT violates or fails to perform other required conditions or covenants of the Lease, and such default continues for thirty (30) days after written notice by LANDLORD to TENANT or if the default is of such character as to require more than thirty (30) days to cure, TENANT shall fail to commence to do so within thirty (30) days after receipt of such notice and thereafter diligently proceed to cure such default. LANDLORD's remedy in such cases shall be to terminate the lease upon providing TENANT with forty-five (45) days written notice. This remedy shall not limit LANDLORD's other remedies available to it under law or equity, but in no event will LANDLORD be entitled to consequential damages.

LANDLORD shall be in default if upon written notice to LANDLORD that LANDLORD has failed to perform any of the terms or provisions of this Lease Agreement, LANDLORD shall fail to cure such default within thirty (30) days after receipt of such notice, or if the default is of such character as to require more than thirty (30) days to cure, LANDLORD shall fail to commence to do so within thirty (30) days after receipt of such notice and thereafter diligently proceed to cure such default. TENANT may cure such default and any reasonable and actual expenses paid by TENANT shall be paid by LANDLORD to TENANT within ten (10) days after statement therefore is rendered. TENANT shall have a specific right to set-off any such amounts against any rent payments or other amounts due under this Lease Agreement. In lieu of curing said default, TENANT shall have the specific right to set-off against any rent payments or other amounts due under this Lease Agreement any damages incurred through the LANDLORD's breach. This provision in no way limits TENANT's other remedies for breach under common law or this Lease Agreement.

24. AUDIT.

The books, records, documents and accounting procedures and practices of LANDLORD relevant to this Lease Agreement shall be subject to examination by the State and/or Legislative Auditor during normal business hours and after reasonable notice to LANDLORD for a period of six years following termination of the Lease Agreement, or as required by law.

25. HUMAN RIGHTS.

When applicable, LANDLORD certifies that it has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, Section 363A.36, or that it has not had more than 40 full-time employees at any time during the previous 12 months and claims exemption from Minnesota Statutes, Section 363A.36.

26. SIGNS.

LANDLORD will provide TENANT with updated suite identification using building standard signage on the entrance to TENANT'S's suite and on the tenant directory in the lobby, if applicable, at LANDLORD's cost. LANDLORD grants TENANT the right to have its name displayed on signage on the front exterior of the Building in a size and location which is in keeping with existing Building exterior signage and meets governmental regulations, at TENANT's cost.

27. ENVIRONMENTAL.

LANDLORD warrants that, to the best of LANDLORD's knowledge there do not, and there will not on the Commencement Date, exist any Hazardous Substance, including mold in, on or about the Leased Premises. LANDLORD has delivered to TENANT complete copies of all reports relating to the environmental condition of the Leased Premises and underlying land in its possession of control, including but not limited to those assessing the presence or absence of Hazardous Substances and violations of or compliance with Environmental Law. "Hazardous Substance" means any pollutant, contaminant, toxic or hazardous waste, potentially dangerous substance, noxious substance, toxic substance, flammable, explosive or radioactive material, urea formaldehyde foam insulation, asbestos, PCBs, or any other substance the removal of which is required, or the manufacture, preparation, production, generation, use, maintenance, treatment, storage, transfer, handling, or ownership of which is restricted, prohibited, regulated, or penalized by any and all federal, state, county, or municipal statutes or laws now or at any time hereafter in effect, including but not limited to, the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. § 9601, et seq.), the Hazardous Materials Transportation Act (49 U.S.C. § 5101 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.), the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), the Clean Air Act (42 U.S.C. § 7401 et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. § 2601 et seq.), and the Occupational Safety and Health Act (29 U.S.C. § 651 et seq.) as these laws have been amended or supplemented (such laws are collectively referred to as "Environmental Law"). LANDLORD will defend and indemnify TENANT from any claims, liabilities, penalties, costs, fines, damages, or expenses, including all attorney's fees, which TENANT incurs arising out of the presence of any Hazardous Substances placed, stored, or generated on or about the Leased Premises, except to the extent any such liability arises from the TENANT's own actions.

28. CONDEMNATION.

In the event of a taking of the whole or substantially all of the Leased Premises, this Lease shall terminate on the date of such taking, and the Rent shall be apportioned and paid to the date of such taking. In the event of a taking of less than substantially all of the Premises, at the TENANT's option, this Lease may be terminated by the TENANT upon thirty (30) days written notice. If the TENANT determines not to exercise its option to terminate the Lease, the Lease shall continue in full force and effect and LANDLORD shall with reasonable diligence commence and complete restoration of the Leased Premises except to the extent made unfeasible by any reduction in area of the Leased Premises caused by such taking. Rent shall be reduced by an amount equal to the proportionate area of the Leased Premises taken, and be further reduced in an equitable amount in respect of any taking of the appurtenances thereto. In the event of any such taking and notwithstanding the termination of this Lease, all damages, awards and payments for the taking will belong to the LANDLORD regardless of the basis upon which they were made or awarded, except that TENANT will be entitled to any amounts specifically awarded by the condemning authority to TENANT for the value of TENANT's leasehold interest, relocation, damage to TENANT's property or business loss. As used herein, a taking of substantially all of the Leased Premises shall mean a taking of such portion as renders it uneconomical or unfeasible to operate the Leased Premises for the purpose for which the Leased Premises were operated prior to such taking.

29. LANDLORD REPRESENTATIONS.

LANDLORD represents and warrants that it is the owner in fee simple of the Building and underlying real property. LANDLORD represents that entering into this Lease will not cause LANDLORD to violate any other agreement to which LANDLORD is a party. LANDLORD represents that a certificate of occupancy has been issued for the Building, and that to its knowledge, the Building is in compliance with all federal, state or local laws and regulations, including local zoning ordinances.

30. ENTIRE AGREEMENT.

The Lease Agreement documents, which constitute the entire Lease Agreement between the parties except for agreed upon written amendments issued after execution of this Lease Agreement, are enumerated as follows:

- Lease Agreement
- EXHIBIT A, Leased Premises
- EXHIBIT B, Performance Specifications and Standards
- Any Subsequent amendments, addendum properly executed by the parties.

IN WITNESS WHEREOF, the parties have caused this Lease Agreement to be duly executed intending to be bound thereby.

APPROVED:

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

LANDLORD: City of Marshall

By: _____
Robert J Byrnes

Title: Mayor

Date: _____

LANDLORD: City of Marshall

By: _____
Karla Drown

Title: Finance Director/City Clerk

Date: _____

TENANT: STATE OF MINNESOTA, BY AND THROUGH THE BOARD OF TRUSTEES OF MINNESOTA STATE COLLEGES AND UNIVERSITIES ON BEHALF OF MINNESOTA WEST COMMUNITY AND TECHNICAL COLLEGE

By: _____
Jodi Landgaard

Title: Vice President of Administration

Date: _____

VERIFIED AS TO ENCUMBRANCE:

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

By: _____
Jodi Landgaard

Title: Vice President of Administration

Date: _____

AS TO FORM AND EXECUTION

By: _____

Jodi Landgaard

Title: _____
Vice President of Administration

Date: _____

EXHIBIT A: LEASED PREMISES

EXHIBIT B: PERFORMANCE SPECIFICATIONS AND STANDARDS

1. Electrical Service: LANDLORD shall provide adequate electrical service, including electrical outlets, to the Leased Premises for normal office use, and to the Building in which the Leased Premises is a part.
2. Lighting: LANDLORD shall provide the Leased Premises with overhead lighting in accordance with TENANT's construction plans. LANDLORD to re-lamp light fixtures and replace light ballasts as needed.
3. Heating and Cooling: LANDLORD warrants that the Leased Premises is served by heating and cooling facilities of a design capacity sufficient to maintain the Leased Premises within the acceptable range of temperature identified below under all but the most extreme weather conditions, assuming optimal use by TENANT of all thermostats and other climate control devices, such as the opening and closing of blinds, doors and vents within the Leased Premises. For purposes hereof, the acceptable ranges of temperature are as follows:
 - a. From October 1 through April 30, between 68 and 74 degrees.
 - b. From May 1 through September 30, between 72 and 76 degrees.
4. Ventilation
 - a. LANDLORD shall provide a minimum of 20 cubic feet of outdoor fresh air per minute per person in the Leased Premises as outlined in Table 2 of ASHRAE (American Society of Heating, Refrigeration and Air Conditioning Engineers, Inc.) Standard 62-1989. An air cleaning device shall be used in the ventilation system which filters the outdoor air and shall have a minimum filtration efficiency rating of 30 percent as measured by ASHRAE Standard 52-92 Atmospheric Dust Spot Efficiency Rating. If air filters are used, LANDLORD shall change the filters at least three (3) times per year, preferably in March, July and November, or more often as required.
 - b. Where there is a secondary filtration system, such as buildings with heat pumps, the secondary filtration system shall have a minimum filtration efficiency rating of ten (10) percent as measured by ASHRAE Standard 52-92 Atmospheric Dust Spot Efficiency Rating. If air filters are used, LANDLORD shall change the filters at least two (2) times per year, or more often if required.
 - c. LANDLORD shall remove and replace any building material with visible or detected evidence of water infiltration or mold growth.
5. Restrooms: LANDLORD shall provide the Leased Premises with separate restroom facilities for both men and women. Such facilities shall either be situated within the Leased Premises or easily accessible thereto. LANDLORD warrants that said restrooms are in compliance with the Americans with Disabilities Act (the "ADA") requirements.
6. Sustainable Building Guidelines: LANDLORD agrees, when feasible, to follow the State of Minnesota Sustainable Building Guidelines (www.msdcg.umn.edu) for maintenance and improvements to the Leased Premises. Feasibility shall be determined by LANDLORD, in

its sole discretion, and consider such factors as long term costs and benefits over the term of the lease, performance, aesthetics, material/labor availability and impact on building valuation. Application of the guidelines for future changes to the Leased Premises shall be at TENANT's discretion and expense.

7. Fire Safety: LANDLORD shall, at its expense, provide and maintain all fire extinguishers, fire alarms and fire detection systems for the Leased Premises and Building as required by applicable codes/ordinances and /or the state fire marshal.
8. Trash Removal: LANDLORD shall provide the Leased premises with a means or system of waste or trash disposal. Consistent with Minn. Stat. 16B.24, subd. 6(d), LANDLORD shall provide space for recyclable materials. LANDLORD shall, at its expense, provide recycling services, including transporting recycling barrels from the Leased Premises to a holding area as mutually agreed to by the parties.
9. Common Areas: LANDLORD shall provide sufficient light, heat and maintenance to the common areas and public access areas to the Leased Premises, including stairways, elevators, lobbies, and hallways, so that such areas shall be safe and reasonably comfortable.
10. Environmental. LANDLORD shall ensure that hazardous materials or toxic substances, consistent with Paragraph 30 of this Lease Agreement, do not currently exist in, and will not be incorporated in the Landlord's Work in, the Leased Premises.
11. Telecommunications. LANDLORD shall provide, at its expense, the following telecommunications requirements:
 - a. establish and identify the secure location of the minimum point of presence (MPOP) for dial tone and network services provided by the telephone company and/or internet provider;
 - b. provide a clean and secure telecommunications equipment room (or area) on the floor(s) of which the Leased Premises is a part, including dedicated electric power outlet(s) with the necessary required amperage and receptacle type(s), as well as adequate cooling and ventilation.;
 - c. provide all required cabling from the MPOP to the telecommunications panel on the floor of which the Leased Premises is a part for present and future requirements;
 - d. provide secure access for wiring from the telecommunications equipment room (or area) on each floor to each workstation location on the floor;
 - e. identify the access to the building grounding electrode; and
 - f. remove all cable/wiring that does not meet building code and/or is no longer in use.

EXHIBIT C – GENERAL INSURANCE REQUIREMENTS

POLICY REQUIREMENTS

1. Workers' Compensation Insurance

- A. Statutory Compensation Coverage
- B. Coverage B – Employers Liability with limits of not less than:
 - \$100,000 Bodily Injury by Disease per Employee
 - \$500,000 Bodily Injury by Disease Aggregate
 - \$100,000 Bodily Injury by Accident

2. General Liability Insurance

- A. Minimum Limits of Liability:
 - \$2,000,000 – Per Occurrence
 - \$2,000,000 – Annual Aggregate
 - \$2,000,000 – Annual Aggregate applying to Products/Completed Operations
- B. Coverages:
 - Premises and Operations Bodily Injury and Property Damage
 - Personal & Advertising Injury
 - Blanket Contractual
 - Products and Completed Operations
 - Other; if applicable, please list _____
 - State of Minnesota or Minnesota State Colleges and Universities named as Additional Insured

Additional Insurance Conditions

- LANDLORD's policy(ies) shall be primary insurance to any other valid and collectible insurance available to the State of Minnesota with respect to any claim arising out of the LANDLORD's performance under this Lease Agreement.
- LANDLORD agrees to notify the State of Minnesota within five (5) business days with a copy of the cancellation notice, unless TENANT's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to the State of Minnesota
- LANDLORD is responsible for payment of Lease Agreement related insurance premiums and deductibles.
- If LANDLORD is self-insured, a Certification of Self-Insurance must be attached.
- LANDLORD's policy(ies) shall include legal defense fees in addition to the liability policy limits.
- LANDLORD shall obtain insurance policy(ies) from insurance company(ies) having an "AM Best" rating of A- (minus), Financial Size Category of VII or better, and authorized to do business in the State of Minnesota.
- An Umbrella or Excess Liability insurance policy may be used to supplement the LANDLORD's policy limits to satisfy the full policy limits required by the Lease Agreement.

Exhibit A



