

Councilmember _____ introduced the following resolution and moved for its adoption:

RESOLUTION #20-123

RESOLUTION APPROVING ADDENDUM TO LEASE WITH YOUTH FIRST COMMUNITY OF PROMISE

WHEREAS, the City of Ramsey (the “Landlord”) executed a Lease Agreement (the “Agreement”) with Youth First Community of Promise (the “Tenant”) on October 26, 2016 to lease the southerly 4,820 square feet of 6701 Hwy 10 (the “Current Property”) from January 1, 2017 until December 31, 2021; and

WHEREAS, due to the Covid-19 pandemic Youth First has requested that the City allow the use of the West 4,820 square feet of 6701 Hwy 10 (the “Additional Property”) from June 15, 2020 until August 31 to accommodate for social distancing during times of extreme heat, rain and other circumstances related to the operation of their business; and

WHEREAS, the City Attorney has drafted an Addendum to the Lease Agreement (the “Addendum”) outlining the terms and conditions of the short term lease and temporary use of the Additional Property.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RAMSEY, ANOKA COUNTY, STATE OF MINNESOTA, as follows:

- 1) The City of Ramsey authorizes the Mayor and City Administrator to execute the attached Addendum to the Lease Agreement; subject to City Attorney approval.

The motion for the adoption of the foregoing resolution was duly seconded by Councilmember _____ and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

and the following abstained:

and the following were absent:

Whereupon said resolution was declared duly passed and adopted by the Ramsey City Council this the 9th day of June, 2020.

Mayor

ATTEST:

City Clerk

**ADDENDUM
TO
LEASE AGREEMENT**

This Addendum to the Lease Agreement dated October 26, 2016, by and between **Youth First Community of Promise** and the **City of Ramsey**, is effective June 9, 2020.

Recitals

- A. Tenant rents 4,820 square feet of space in Landlord's building located at 6701 Highway 10 Northwest. The adjacent space in the front of the building is currently vacant.
- B. Due to the COVID-19 pandemic, Tenant seeks to maintain appropriate social distancing during its summer activities wherever possible.
- C. Tenant also seeks additional space to conduct indoor activities during excessively hot or rainy weather.
- D. Landlord is willing to temporarily lease the adjacent space to Tenant during the summer months, consistent with the terms and conditions of this Addendum.

Agreement

- 1. **Additional Premises.** The Additional Premises consists of the northerly 4,820 square feet of the Building. This space is accessed through a separate door in the Building's front vestibule. The Additional Premises is depicted on the attached Exhibit A, labeled "4,820 sf Office Space," without the adjacent parking area.
- 2. **Term.** The term of this Addendum is from June 15, 2020, through August 31, 2020. This term is not subject to automatic renewal. Landlord may terminate this Addendum upon 30 days' written notice.
- 3. **Use.** The Additional Premises may be used by Tenant for educational and outreach programs as directed by Tenant. All restrictions on use set forth in the Lease Agreement apply to the Additional Premises.
- 4. **Rent.** Tenant covenants and agrees to pay to Landlord at the Landlord's office without demand rent in the amount of one dollar.
- 5. **Additional Rent.** In addition to the Rent set forth in Paragraph 4 of this Addendum, Tenant covenants and agrees to pay as additional rent all monies required to be paid by Tenant as set forth in the balance of this Addendum. Specifically, but not by way of limitation, the reasonable value of any action taken or materials used by Landlord to correct or mitigate any violations of this

Lease by the Tenant shall be deemed additional rent and charged to Tenant payable with the Rent as set forth in Paragraph 4.

6. **Utilities and Trash Removal.** The cost of City services, natural gas, and electricity shall be shared such that Tenant pays 30%. This is in addition to the 30% Tenant pays under the Lease Agreement, for a total of 60%. Tenant is solely responsible for paying for all other utilities servicing the Additional Premises, if any. Tenant is also responsible for paying for the removal of all trash and recycling materials generated as a result of Tenant's use of the Additional Premises. Landlord is not responsible for any interruption in any services beyond the reasonable control of Landlord.
7. **Real Estate Taxes and Special Assessments.** Landlord is responsible for the payment of all real estate taxes and special assessments pertaining to the Additional Premises during the Lease Term.
8. **Repair and Maintenance.** Tenant shall keep in good order and repair all glass, including plate glass, and the interior of the Additional Premises, and heating, sprinkler, water and electric fixtures in and upon the Additional Premises, ordinary wear and tear excepted. Tenant shall protect such systems against damage due to neglect of Tenant. Tenant shall pay all costs and expenses necessary to maintain the plumbing, heating, air conditioning and electrical systems in and upon the Additional Premises in good order and repair. Landlord shall have the plumbing, heating, air conditioning, and electrical systems in working order. Tenant shall arrange for all necessary maintenance of the Additional Premises, except that Landlord shall be responsible for all lawn (grass) maintenance on the grassy areas around the Building. Tenant shall be solely and exclusively responsible for any and all costs and expenses of any nature or kind whatsoever attributable to the Additional Premises except as herein otherwise provided. Tenant agrees to and shall maintain and keep the interior and exterior areas of the Additional Premises in the same high degree of maintenance and upkeep as when the Tenant takes possession. Provided, however, that Landlord shall be responsible for repair of the foundation, the exterior walls excluding glass and doors, the roof and any defect that is pre-existing as of the date hereof.
9. **Tenant's Improvements, Alterations and Remodeling.** No Tenant improvements, alterations or remodeling will be permitted without Landlord's express written consent.
10. **Assignment or Subletting.** Tenant may not assign, transfer, mortgage or encumber this Lease, and may not sublet, rent or permit occupancy or use of the Additional Premises, or any part thereof, by any third party; no assignment or transfer of this Lease shall be effectuated voluntarily, by operation of law, or otherwise. Any of the foregoing will hereinafter be referred to as an "Assignment" for purposes of this Lease.

11. **Destruction of Premises.** If the Additional Premises are totally destroyed (or so substantially damaged as to be wholly untenable) by storm, fire, earthquake or other casualty, this Lease shall terminate as of the date of such destruction or damage, and Rent shall be accounted for between Landlord and Tenant as of that date.
12. **Entry by Landlord.** Landlord or its agents or representatives may enter the Additional Premises at all reasonable hours to inspect the same, clean, make repairs, alterations and additions thereto or exhibit the Additional Premises to prospective tenants, purchasers or others, or for other reasonable purposes as Landlord may deem necessary or desirable, and Tenant shall not be entitled to any abatement or reduction of Rent, or any other sums due. Tenant waives any claim for damages or for any injury or inconvenience or for interference with Tenant's business, and any other loss occasioned thereby.
13. **Default.** If Tenant defaults for 10 days after written notice from Landlord in paying any Rent, including additional rent, or if Tenant shall be declared bankrupt or insolvent according to law or if Tenant shall make an assignment for the benefit of its creditors or if Tenant shall violate or default in any other covenants, agreements, stipulations or conditions herein and such violation or default shall continue for ten 10 days after written notice from Landlord of such violation or default, then and in such case Landlord lawfully may immediately, or at any time thereafter, and without notice or demand, enter into and upon the Premises, or any part thereof, in the name of the whole, and repossess the same and expel Tenant and those claiming under it and remove their effects, forcibly if necessary, without being taken or deemed to be guilty of any manner of trespass, and prejudice, and Landlord shall have all remedies and recourse which might otherwise be used by Landlord for arrears of Rent or any breach of covenants contained in this Lease.
14. **Quiet Enjoyment.** Landlord covenants and agrees to allow Tenant to peacefully have, hold and enjoy the Additional Premises during the Lease Term, provided that Tenant pays the Rent set forth herein and performs all of Tenant's other agreements and obligations set forth herein.
15. **Nuisance.** Tenant shall conduct its business and control its agents, employees, invitees and visitors in such a manner as not to create waste, odors, nuisance, or interfere with, annoy or disturb any other tenant of Landlord in its operation of the Building or the Additional Premises.
16. **Hold Harmless and Liability Insurance.** Except in the case of the negligence of Landlord, its agents or its employees, Tenant agrees to indemnify, save, hold harmless and defend Landlord against all claims, losses or liabilities for injury or death to any person or for damage to or loss of use of any property arising or resulting from the occupancy or use by Tenant of the Additional Premises.

Landlord shall not be liable to Tenant, its agents, employees, representatives, customers or invitees for any personal injury, death or damage to property caused by theft, burglary, water, gas, electricity, fire or for any other cause occurring on or about the Additional Premises. All property kept, stored or maintained in the Additional Premises shall be so kept, stored or maintained at the sole risk of the Tenant. Tenant further agrees to indemnify, defend and hold harmless Landlord from and against any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease. Further, in no event shall Landlord be liable for damages caused by Tenant or Tenant's employees or agents. The provisions of this Paragraph shall survive the expiration or termination of this Lease with respect to any damage, injury, death, breach or default occurring prior to such expiration or termination.

During the Lease Term and any extension thereof, Tenant shall at all times have in full force and effect a policy of general public liability insurance in the amount of the greater of \$2,000,000.00 per occurrence or the maximum liability for tort liability pursuant to Minnesota Statutes Section 466.04 and any amendments thereto, which insurance shall insure Landlord and Tenant against liability for acts of Landlord and Tenant.

- 17. Hazard Insurance.** It shall be the responsibility of Landlord to keep the Additional Premises and its interest therein covered by hazard insurance against loss or damage by fire and other perils. Landlord shall provide to Tenant copies of such insurance policies upon reasonable request of Tenant.
- 18. Time of the Essence.** Time is of the essence with regard to this Lease and the terms therein.
- 19. Relationship of Parties.** This Lease shall create the relationship of Landlord and Tenant between the parties and none other.
- 20. Holding Over.** If Tenant remains in possession of the Additional Premises, or any part thereof, after the expiration or termination of the Lease Term with the express written consent of Landlord, Tenant shall be deemed to be occupying the Additional Premises as a Tenant at will, subject to all the conditions, provisions and obligation of this Lease insofar as the same can be applicable to a tenant at will. In the event of holding over by Tenant after expiration or termination of this Lease without the written consent of Landlord, Tenant shall be in breach of this Lease and Landlord shall be entitled to all of its rights and remedies under this Lease, in law, or in equity. No holding over by Tenant after the Lease Term shall operate to extend the Lease Term or renew this Lease. In the event of any unauthorized holding over, Tenant shall indemnify Landlord against all claims for damages by any other tenant to whom Landlord may have leased all or any part of the Additional Premises covered hereby effective upon the expiration or termination of the Lease.

21. **Surrender of Premises.** At the termination of this Lease, Tenant shall surrender the Additional Premises and all keys thereof to Landlord.
22. **Eminent Domain.** If the entire Additional Premises are taken by any public authority under the power or threat of eminent domain, then the term of this Lease shall cease as of the day possession shall be taken by such public authority, and the Landlord shall make a pro rata refund of any Rent that has been paid in advance by Tenant for a period beyond the date of the taking. If less than the entire Additional Premises is so taken and provided the Additional Premises are not rendered untenable thereby, then this Lease shall terminate only at the option of the Landlord. In the event that only a part of the Additional Premises is so taken and that this Lease does not so terminate, there shall be a pro rata reduction in Rent to the extent that such taking interferes in any way with Tenant's use of the Additional Premises, and all other terms and provisions of this Lease shall remain in full force and effect. All damages awarded for such taking shall belong to and be the property of the Landlord, irrespective of the basis on which they were awarded.
23. **Subordination.** Tenant agrees that, at the Landlord's election, this Lease shall be subordinate to any land Lease or mortgage now on or to be placed in the future on the Additional Premises or Building and to any and all advances to be made thereunder and to the interest thereon and to all renewals, replacements and extensions thereof, provided that such subordination shall not materially affect either party's obligations under this Lease. Tenant hereby appoints Landlord as its attorney-in-fact to execute such documents as may be required to accomplish such subordination.
24. **No Waiver.** No reference to any specific right or remedy shall preclude Landlord from exercising any other right or from having any other remedy or from maintaining any action to which it may otherwise be entitled either at law or in equity. Landlord's failure to insist upon a strict performance of any covenant of this Lease or to exercise any option or right herein contained shall not be a waiver or relinquishment for the future of such covenant, right or option; but the same shall remain in full force and effect.
25. **Captions.** The captions and headings herein are for convenience and reference only.
26. **Brokers.** Each of the parties represents and warrants to the other that there are no claims for brokerage commission or finder's fees in connection with the execution of this Lease, and agrees to indemnify the other against, and hold it harmless from, all liabilities arising from any such claim including, without limitation, reasonable attorney's fees in connection therewith.
27. **No Partnership.** This Lease does not create a joint venture or partnership relation between the parties hereto.

28. Notices. All communications, demands, notices or objections permitted or required to be given or served under this Lease shall be in writing and shall be deemed to have been duly given or served if delivered in person to the other party or its duly authorized agent or if deposited in the United States mail, postage prepaid, for mailing by certified or registered mail, return receipt requested, and addressed to the other party to this Lease at the addresses set forth below for each party, or if to a person not a party to this Lease, to the address designated by a party to this Lease in the foregoing manner.

Landlord: City Administrator
City of Ramsey
7550 Sunwood Drive
Ramsey, Minnesota 55303

Tenant: Executive Director
Youth First Community of Promise
6701 Highway 10 N.W.
Ramsey, MN 55303

Either party may, by written notice to the other party, designate a different address to which notices must be sent. Such written notice designating a different address must state the party's newly designated address and must be provided by following the above notice requirements. Commencing on the 10th day after a party gives notice designating a new address to which notices must be sent, the newly designated address shall be the party's address for the purpose of all communication, demands, notices or objections permitted or required to be given or served under this Lease.

- 29. Force Majeure.** The time within which any of the parties hereto shall be required to perform any act or acts under this Lease, except for the payment of monies, shall be extended to the extent that the performance of such act or acts shall be delayed by acts of God, fire, windstorm, flood, explosion, collapse or structures, riot, war, labor and/or legal disputes, delays or restrictions by government bodies, inability to obtain or use necessary materials or any cause beyond the reasonable control of such party, provided however that the party entitled to such extension hereunder shall give prompt notice to the other party of the occurrence causing such delay.
- 30. Minnesota Law.** This Lease shall be construed and enforced in accordance with the laws of the State of Minnesota. The parties agree that the Minnesota state courts will have exclusive jurisdiction over any dispute arising out of this Lease.
- 31. Entire Agreement.** This Lease constitutes the entire agreement between the parties relating to the subject matter described herein. The terms of this Lease are

contractual and are intended to be legally binding. This Lease supersedes any and all prior agreements between the parties relating to the subject matter described herein. No party has relied upon any statements, representations, or promises that are not set forth in this Lease. No changes to this Lease will be valid or enforceable unless they are in writing and signed by all the parties.

32. **Equal Drafting.** In the event any party asserts a provision of this Lease is ambiguous, this Lease must be construed to have been drafted equally by the parties.
33. **Savings Clause.** Each provision of this Lease is separate and distinct and individually enforceable. In the event any provision hereof or the application of any such provision under any circumstance is declared to be unlawful or invalid, the enforceability of all the other provisions shall not be affected.
34. **Counterparts.** This Lease may be executed in multiple counterparts, each of which shall be an original, but all of which together shall constitute a single agreement.

[Remainder of page left blank intentionally.]

EXHIBIT A

