



# Brainerd City Council Agenda Request

**Requested Meeting Date:**

**Title of Item:**

<input type="checkbox"/> INFORMATION ONLY <input type="checkbox"/> CONSENT AGENDA <input type="checkbox"/> P&F COMMITTEE <input type="checkbox"/> SPW COMMITTEE <input type="checkbox"/> MAIN AGENDA	<b>Action Requested:</b> <input type="checkbox"/> Approve/Deny Motion <input type="checkbox"/> Adopt Resolution (attach draft) <i>*provide copy of published hearing notice</i>	<input type="checkbox"/> Direction Requested <input type="checkbox"/> Discussion Item <input type="checkbox"/> Hold Public Hearing* <input type="checkbox"/> Ordinance 1 <sup>st</sup> Reading
<b>Submitted by:</b>	<b>Department:</b>	
<b>Presenter (Name &amp; Title):</b>	<b>Estimated Time Needed:</b>	
<b>Summary of Issue:</b>		
<b>Alternatives, Options, Effects on Others/Comments:</b>		
<b>Recommended Action/Motion:</b>		
<b>Financial Impact:</b> Is there a cost associated with this request: <input type="checkbox"/> Yes <input type="checkbox"/> No What is the total cost, with tax and shipping    \$ _____ Is this budgeted? <input type="checkbox"/> Yes <input type="checkbox"/> No <u>Please Explain:</u>		

**STATE OF MINNESOTA**

**AMENDMENT OF LEASE**

Amendment No. 3

Lease No. 11934

THIS AMENDMENT No. 3 to Lease No. 11934 is made by and between the City of Brainerd, hereinafter referred to as Landlord and the State of Minnesota, Department of Administration, hereinafter referred to as Tenant, acting for the benefit of the Department of Public Safety; Driver and Vehicle Services.

WHEREAS, Landlord and Tenant entered into Lease No. 11934, dated September 27, 2012, as may subsequently be amended, involving the lease of approximately one thousand eighty four (1,084) usable square feet of office space in the building located at 213 5th Street South, Brainerd, Minnesota;

WHEREAS, the parties deem certain amendments and additional terms and conditions mutually beneficial for the effective continuation of said Lease;

NOW THEREFORE, Landlord and Tenant agree to substitution and/or addition of the following terms and conditions, which shall become a part of Lease No. 11934 effective as of the date set forth herein.

1. **RENEWAL TERM** This Lease shall be renewed for a period of three (3) years, commencing November 1, 2019 and continuing through October 31, 2022 ("Renewal Term"), at the same terms and conditions as set forth in the Lease, except as otherwise provided herein.

2. **RENT**

2.1 **Rent Payment** Tenant shall pay Landlord rent for the Renewal Term in the sum of fifty thousand one hundred twenty four and 24/100 dollars (\$50,124.24) according to the rent schedule set forth below:

<b>LEASE PERIOD</b>	<b>SQUARE FEET</b>	<b>RATE PER SQ. FT.</b>	<b>MONTHLY PAYMENT</b>	<b>RENT FOR LEASE PERIOD</b>
11/1/19 - 10/31/20	1,084	\$14.96	\$ 1,351.39	\$ 16,216.68
11/1/20 - 10/31/21	1,084	\$15.41	\$ 1,392.04	\$ 16,704.48
11/1/21 - 10/31/22	1,084	\$15.87	\$ 1,433.59	\$ 17,203.08
			<b>TOTAL</b>	<b>\$ 50,124.24</b>

- 2.2 Rent Billing Address Landlord shall mail or personally deliver all original bills and statements to Tenant at the following address:

Accounts Payable  
Department of Public Safety  
445 Minnesota St # 126  
St Paul MN 55101-5126

- 2.3 Rent Payment Address Tenant shall mail or deliver each monthly rent payment at the end of the applicable calendar month to Landlord at the following address:

City of Brainerd  
City Hall  
501 Laurel St.  
Brainerd, MN 56401

### 3. HEATING AND COOLING

- 3.1 Deletion Section 11.4 of the Lease is hereby deleted and of no further force or effect and is replaced with the following Section 3.2.

- 3.2 Replacement Landlord warrants that the Leased Premises are 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 shutting off computers, opening or closing of blinds, doors and vents within the Leased Premises. Landlord shall provide Tenant with written instructions defining said optimal use. For purposes hereof, the acceptable ranges of temperature for office space are as follows:

- a. From October 1 through April 30, between 70.5 degrees and 74.5 degrees. Temperature settings must be lowered to 60°F to 62°F during non-working hours.
- b. From May 1 through September 30, between 72.0 degrees and 76.0 degrees. Temperature settings will be increased to 85°F during non-working hours.

### 4. VENTILATION AND ENVIRONMENTAL QUALITY

- 4.1 Deletion Section 11.6 of the Lease is hereby deleted and of no further force or effect and is replaced with the following Section 4.2.

- 4.2 Replacement

- a. Landlord shall provide outdoor fresh air per minute per person to the Leased Premises as outlined in Table 2 of ASHRAE (American Society of Heating,

Refrigeration and Air Conditioning Engineers, Inc.) Standard 62.1-2013, or as amended. An air cleaning device shall be used in the ventilation system which filters the outdoor air and shall have:

- (i) A minimum filtration efficiency of thirty (30) percent as rated by ASHRAE 52.2, or as amended, Atmospheric Dust Spot Efficiency Rating; **OR**
- (ii) A minimum Efficiency Reporting Value (MERV) 8 as rated by ASHRAE 52.2, or as amended, Method of Testing General Ventilation Air-Cleaning Devices for Removal Efficiency by Particle Size.

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. Any secondary filtration systems (such as in heat pumps) shall have a minimum weight arrestance of eighty (80) percent as rated by ASHRAE 52.2, or as amended, Weight Arrestance Method or Minimum Efficiency Reporting Value (MERV) 5 as rated by ASHRAE 52.2, or as amended, Method of Testing General Ventilation Air-Cleaning Devices for Removal Efficiency by Particle Size. If air filters are used, Landlord shall change the filters at least two (2) times per year or more often as required.
- c. It is understood by Landlord and Tenant that no wall covering will be installed around pipe chases.
- d. Landlord shall, at its expense, remove and replace any building material with visible or detected evidence of water infiltration or mold growth.

5. **EXECUTION IN COUNTERPARTS** This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts of this Amendment taken together shall constitute but one and the same Amendment. Delivery of an executed counterpart of this Amendment by facsimile or email or a PDF file shall be equally as effective as delivery of an original executed counterpart of this Amendment.

6. Except as modified by the provisions of this Amendment, said Lease is ratified and confirmed as originally written. All capitalized terms used but not defined herein shall have the meanings assigned to them as set forth in the Lease, unless otherwise stated.

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**NO ATTACHMENTS**

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

**LANDLORD:**

**CITY OF BRAINERD**

*Landlord certifies that the appropriate person(s) have executed the Lease on behalf of Landlord as required by applicable articles, bylaws, resolutions or ordinances.*

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**TENANT:**

**STATE OF MINNESOTA**

**DEPARTMENT OF ADMINISTRATION  
COMMISSIONER**

By \_\_\_\_\_  
Real Estate and Construction Services

Date \_\_\_\_\_

**APPROVED:**

**STATE OF MINNESOTA**

**DEPARTMENT OF PUBLIC SAFETY**

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**STATE ENCUMBRANCE VERIFICATION**

*Individual signing certifies that funds have been encumbered as required by Minn. Stat. §16A.15 and §16C.05.*

By \_\_\_\_\_

Date \_\_\_\_\_

SWIFT P.O. \_\_\_\_\_

Contract No. \_\_\_\_\_