

Tuesday, May 18, 2021

10:00 AM

or immediately following the regular board meeting

*Meeting to be held in the County Board Room via teleconference,
hosted at the Historic Courthouse, 215 1st Ave S, Long Prairie, MN.*

PUBLIC WILL NOT BE ALLOWED TO ATTEND IN PERSON.

MEETING WILL BE LIVE-STREAMED AT: [HTTPS://WWW.CO.TODD.MN.US](https://www.co.todd.mn.us)

Agenda Item #

Agenda Time:

- | | |
|--|-------|
| 1 Health & Human Services Bi-Annual Update
<i>Jackie Och, HHS Director & Staff</i> | 10:00 |
| 2 Long Prairie Hockey Association Lease of Expo Building
<i>Commissioners</i> | 10:15 |
| 3 American Rescue Plan Act of 2021 (ARP)/Coronavirus Local Fiscal Recovery Funds (CLFRF) Discussion
<i>Chris Pelzer, County Coordinator & Denise Gaida, County Auditor-Treasurer</i> | 10:20 |

LEASE AGREEMENT
Between Todd County and the Long Prairie Hockey Association

This Lease Agreement, is made and entered into this _____ day of _____ between the Board of Commissioners of Todd County, Minnesota (hereinafter the Lessor) and the Long Prairie Hockey Association (hereinafter the Lessee).

For good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **Premises:** Lessor hereby leases to Lessee, and Lessee rents and takes from Lessor the following described Premises (“the Premises”). The building and adjacent parking lot located on the south side of the Todd County Fair Grounds commonly known as the Expo Building
2. **Term:** The term of this Lease shall be for three years, commencing on September 15, 2021 until March 31, 2022, and extending with the stated time period of each consecutive year. At the expiration of the base term of this Lease, the term may be extended at the option of the Lessee in writing signed by both parties.
3. **Rent:** The Lessee agrees to annually pay to the Lessor \$26,000 as rent for the Premises, which rent shall be paid monthly with first payment of \$4,500.00 due at start of annual possession period, and \$3583.33 due each 1st of month thereafter through term of annual lease ~~---~~
4. **Scope of Lease:** Payment of rent will cover the following items:
 - Use of Expo Building with exclusions of office area held by Ag Society (any others)
 - Use of Parking Lot
 - Utilities, including water, sewer, gas and electricity
 - Refuse removal
 - Telephone
 - Maintenance of real property, excluding snow removal
 - Property Insurance
 - Real estate taxes due on subject property
 - Initial keys as provided

The rent payment will not cover the following items:
Insurance applicable to lessee personal property or personal liability
Future modifications requested
Property damage incurred by lessee during lease period

5. **Possession:** Under the terms of this lease, the Lessee shall have possession of the Premises in its entirety with the exception of the portion of the building designated for use by the Agriculture Society of Todd County for the period of September 15 until March 31 of each year this lease is in effect, of the three year term. The Lessee shall not be considered to have sole or exclusive possession of the premises. The Lessee will be responsible for snow removal in the adjacent parking lot during the time Lessee is in possession of the Premises. The Lessor reserves the right to enter on the premises at reasonable times to inspect them, perform required maintenance and repairs, or make additions, alterations or modifications to any part of the building in which the

premises are located. Other tenants by permission of Lessor shall be allowed reasonable access and ingress and egress to the Premises.

6. Use of Premises: The Lessee may use the Premises for the purposes of playing the game of hockey and engaging in recreational ice skating and all other reasonable uses which coincide with the primary uses. Lessee shall not allow or permit any alcoholic beverages on the Premises.
7. Condition of Premises Upon Relinquishing Possession: The Lessee agrees to ensure that the Premises is in usable condition, with all debris and items removed at end of each lease term when possession is relinquished. Lessee shall remove all items including signage and netting placed on premises by Lessee and restore the portion of the premises on which they are placed in the same condition as when received. ~~A walkthrough will be conducted with Lessee at each September and March, beginning and end of lease term.~~ Any property damage noted during the walk through which is related to the Lessee activities and beyond ordinary wear and tear shall be repaired at the expense of the Lessee as a condition of continuation of this Lease. incurred during lease period as a result of lessee will be at the expense of the lessee and determined at final walkthrough at end of annual lease. The Lessee agrees not to make any permanent structural or other permanent changes without written consent from Todd County's authorized representative. All other changes and alterations made to the Premises shall meet the following conditions:
 - a. Changes and alterations do not interfere with access to the Agriculture Society storage and office spaces
 - b. Changes and alterations must be temporary in nature and made in such a way that when removed, there is no effect on other users of the building or the Premises.
8. Insurance: The Lessor agrees to insure the leased Premises with an appropriate insurance limit and on a replacement cost basis. Lessee is responsible for insuring or self-insuring Lessee's own contents. Lessee shall provide liability insurance for the player participants of the Long Prairie Hockey Association and individuals in attendance at Long Prairie Hockey Association Events.
9. Hold Harmless Agreement: The Lessee agrees to defend, indemnify, and hold Todd County, its employees and officials harmless from any claims, demands, actions or causes of action, including reasonable attorney's fees and expenses arising out of act or omission on the part of the Lessee, or its subcontractors, partners or independent contractors or any of their agents or employees in the performance of any activities on the lease Premises for the contract period.
10. Applicable Law: This Lease shall be interpreted and governed according to the laws of the State of Minnesota, without regard to its choice of law provisions. Minnesota shall be the forum for any lawsuits or claims arising under this Lease.
11. Termination: The Lessee shall have the right to terminate this Lease by giving at least 30 days written notice to the Lessor and setting forth in such notice the effective date of termination. In the event that Lessee is not appropriated funds for the next fiscal year to continue this Lease, then Lessee shall have the right to immediately terminate this Lease and shall not, in that event, be obligated to make any payment to Lessor beyond the end of the current fiscal year. If in a year the Lessee has taken possession during the annual possession period of the Premises, rents will not be returned to the Lessee. If the Lessee has not taken annual possession of the Premises, rents will not be due. At any time, due to unforeseen events or emergencies, Lessor shall have

the right to terminate this Lease by giving at least 30 days written notice to the Lessee and setting forth in such notice the effective date of termination. In the event Lessor requires termination of lease, Lessee is not obligated to make any additional payments to Lessor on remaining lease.

12. Assignment: This Lease may not be assigned, transferred or conveyed by the Lessee to any other party.
13. Non-discrimination: Lessor shall not discriminate and shall comply with applicable laws prohibiting discrimination on the basis of race, color, religion, sex, sexual orientation, including transgender status or gender expression, national origin or citizenship status, age, disability, or veteran status. Lessor warrants that the Premises are physically accessible to individuals with disabilities. The Lessee encourages the Lessor in the employment of individuals with disabilities.
14. Non-waiver: The failure of either party to exercise any of its rights under this Lease for a breach thereof shall not be deemed to be a waiver of such rights, and no waiver by either party, whether written or oral, express or implied, of any rights under or arising from this Lease shall be binding on any subsequent occasion; and no concession by either party shall be treated as an implied modification of the Lease unless specifically agreed to in writing.
15. Severability: In the event one or more clauses of this Lease are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of this Lease.
16. Entire Agreement: This Lease sets forth the entire agreement of the parties on the subject, and replaces and supersedes any previous agreement between the parties on the subject, whether oral or written, express or implied. This Lease contains all of the agreements and conditions made between the parties concerning the Premises. There are no collateral agreements, stipulations, promises, understandings or undertakings whatsoever of the respective parties concerning the subject matter of this Lease. This Lease may be amended or modified only by a writing signed by both parties.
17. Destruction: If at any time during the term of this Lease, or any extension thereof, the Premises shall be totally or partially destroyed by fire, earthquake, or other calamity, Lessee shall have the option within 30 days after assessing the amount of damage and amount of usable space, to either continue with the Lease, or choose to terminate the Lease without further obligation. In case, however, Lessee chooses to remain in the Premises but Lessor elects not to rebuild or repair said Premises, Lessor shall so notify Lessee by written notice within the period of 30 days after the damaging event, and thereupon this Lease shall terminate without further obligation by Lessee or Lessor. In any event, Lessee's rent shall be abated to the extent its use is prevented or reduced by such destruction or failure.
18. Condemnation: In the event the Premises, or any part thereof, are taken, damaged consequentially or otherwise, or condemned by public authority, this Lease shall terminate as to the part so taken, and Lessee shall have the option within 30 days after assessing the amount of damage and amount of usable space, to either continue with the Lease, or choose to terminate the Lease without further obligation. In any event, Lessee's rent shall be abated to the extent its use is prevented or reduced by such condemnation, damage or taking.

~~19.~~ **Holdover:** If Lessee remains in possession of the Premises after expiration or termination of this Lease, such possession will be on a month to month basis. During this holdover period, all of the other provisions of this Lease shall be applicable, and rent will be based on a rate of \$120 per day to continue Lessee activities on the premise.

19. **Binding Effect:** This Lease shall both benefit and bind the parties hereto and their respective successors, personal representatives and permitted assigns.

21. **Taxes:** The Lessor shall be solely responsible for any and all taxes assessed against the Premises, including, but not limited to, real estate taxes.

22. **Breach by Lessor:** Lessee shall have the right to terminate this Lease without further obligation in the event Lessor breaches any term or covenant of this Lease and Lessor fails to correct such breach within thirty (30) days after written notice to Lessor.

23. **Surrender:** At the expiration or earlier termination of this Lease, Lessee will yield up the Premises to the Lessor in as good order and condition as when the same were entered upon by the Lessee, loss by fire or inevitable accident, damage by the elements, and reasonable use and wear accepted.

24. **Notice:** Any notice to either party under this Lease must be in writing signed by the party giving it, and shall be served either personally or by registered or certified mail addressed as follows:

To Lessor: Todd County
215 1st Ave South, Suite 201
Long Prairie, MN 56438

To Lessee: Long Prairie Hockey Association President
Long Prairie Hockey Association
PO Box 103
Long Prairie, MN 56347

or to such other address as may be hereafter designated by written notice provided in accordance with this section. All such notices shall be effective only when received by the addressee.

25. **Lessor's Authority:** Lessor covenants and warrants that it has the full authority and right to lease the Premises to the Lessee in accordance with the terms of this Lease.

26. **Quiet Enjoyment:** On payment of rent and performance of the covenants and agreements on the part of the Lessee to be paid and performed hereunder, the Lessee shall peaceably have and enjoy the Premises and all of the rights, privileges and appurtenances granted by this Lease free from any interference by Lessor or any other person.

27. **Force Majeure:** Neither party to this Lease shall be liable for non-performance of any obligation under this Lease if such non-performance is caused by a Force Majeure. "Force Majeure" means an unforeseeable cause beyond the control of and without the negligence of the party claiming Force Majeure, including, but not limited to, fire, flood, other severe weather, acts of God, labor strikes, interruption of utility services, war, acts of terrorism, and other unforeseeable accidents.

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28. Default: Lessor shall, on default with respect to any of the provisions of this Lease by Lessee, provide Lessee with a written notice of any breach of the Lease terms or conditions and Lessee shall then have 30 days either to correct the condition, or commence corrective action if the condition cannot be corrected in 30 days. If the condition cannot be corrected in 30 days, Lessee shall have a reasonable time to complete the correction.

29. Lessor's Covenants: Lessor agrees to maintain the Premises in a condition fit for their intended use, make all necessary repairs of which Lessor is or becomes aware, including adequate heat and water, and a sound physical structure, and to maintain the grounds. (Lessee is responsible for snow removal).

30. Access:

- a. Lessee has the right of reasonable ingress and egress to the leased Premises during the annual possession period. Lessee shall be issued up to 15 keys (how many keys needed) to the Premises. Lessor will retain ownership of all keys to the Premises. Lessee agrees that in the event all keys are not returned within fifteen (15) days of the annual possession period that the Lessee will pay for the full cost of re-keying and putting new locks on the Premises. Lessee agrees that the Lessee or its agents will not make unauthorized copies of any key to the Premises.

31. Documentation: Lessor shall provide to Lessee at the time of signature of this Lease a completed and signed IRS Form W-9, if applicable, and any other documentation required by the Lessee to process payments to the Lessor under this Lease.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Lease Agreement on this _____ day of _____, 20__.

COUNTY OF TODD

LONG PRAIRIE HOCKEY ASSOCIATION

By: _____
County Board Chair

By: _____

By: _____
County Auditor Treasurer

By: _____

APPROVED AS TO FORM AND EXECUTION:

By: _____
County Attorney