

STATE OF MINNESOTA

AMENDMENT OF LEASE

Amendment No. 3

Lease No. 12230

THIS AMENDMENT No. 3 to Lease No. 12230 is made by and between Dakota County, 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 Employment and Economic Development.

WHEREAS, Landlord and Tenant entered into Lease No. 12230, dated August 2, 2018, as may subsequently be amended, involving the lease of approximately one thousand three hundred ninety eight (1,398) usable square feet of office space ("Leased Premises") in the building known as Dakota County Northern Service Center ("Building"), located at One Mendota Road West, West St. Paul, Minnesota 55118;

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. 12230 effective as of the date set forth herein.

1. **RENEWAL TERM** This Lease shall be renewed for a period of one (1) year, commencing January 1, 2023, and continuing through December 31, 2023 ("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 thirty two thousand three hundred twenty one and 76/100 dollars (\$32,321.76) payable in equal monthly payments of two thousand six hundred ninety three and 48/100 dollars (\$2,693.48), a gross annual rate of \$23.12 per usable square foot.
 - 2.2 **Rent Billing Address** Landlord shall mail or personally deliver all original bills and statements to Tenant at the following address:

Fiscal Management Division
Department of Employment and Economic Development
1st National Bank Building
332 Minnesota Street, Suite E200
St Paul MN 55101-1351

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

Dakota County Financial Services
Department Accounts Receivable
1590 Highway 55
Hastings MN 55033

3. **OPTION TO RENEW**

- 4.1 Landlord grants and Tenant accepts the right to two (2) options to renew this Lease for a period of one (1) year each ("Option Period"), at the same terms and conditions as this Lease, and at the rental rates as set forth below in Sections 4.2.b and 4.3.b.

4.2 **Option One Period**

- a. Option One Period shall commence January 1, 2024 and continue through December 31, 2024 ("Option One Period"). To exercise Option One Period, Tenant will deliver to Landlord Notice of its intent in writing to exercise Option One Period no later than December 1, 2023.
- b. Tenant shall pay Landlord rent for the Option One Period in the sum of thirty two thousand eight hundred eleven and 12/100 dollars (\$32,811.12) payable in equal monthly payments of two thousand seven hundred thirty four and 26/100 dollars (\$2,734.26), a gross annual rate of \$23.47 per usable square foot.

4.3 **Option Two Period**

- a. Option Two Period shall commence January 1, 2025 and continue through December 31, 2025 ("Option Two Period"). To exercise Option Two Period, Tenant will deliver to Landlord Notice of its intent in writing to exercise Option Two Period no later than December 1, 2024.
- b. Tenant shall pay Landlord rent for the Option Period in the sum of thirty three thousand three hundred and 36/100 dollars (\$33,300.36) payable in equal monthly payments of two thousand seven hundred seventy five and 03/100 dollars (\$2,775.03), a gross annual rate of \$23.82 per usable square foot.

4. **HANDICAPPED PARKING** Landlord shall provide parking stalls in the Building's adjacent surface parking lot for persons with disabilities per applicable code.

5. **TENANT'S ALTERATIONS**

5.1 **Deletion** Section 11 of the Lease is hereby deleted and of no further force or effect and is replaced with the following Sections 5.2, 5.3 and 5.4.

5.2 **Replacement** In the event Tenant desires to remodel, make alterations, additions, and/or changes and request design services (hereinafter, "Alterations") to the Leased Premises, and it is determined that the Alterations are at Tenant's expense, Tenant shall obtain Landlord's written approval for such Alterations and such Alterations shall be arranged through Landlord as follows:

- a. Upon Tenant's request, Landlord shall provide Tenant up to three (3) written cost estimates from Landlord's vendors for desired Alterations. Landlord or Landlord's agent/management company shall not include supervision fees as a part of the cost of Alterations.
- b. Alterations shall be documented and authorized in advance according to the applicable cost level, as follows:
 - (i) Alterations totaling \$4,999.99 or less shall be set forth in and authorized by Tenant in Tenant's signed Purchase Order which shall be submitted to Landlord.
 - (ii) Alterations totaling \$5,000.00 through \$9,999.99 shall be set forth in and authorized by Tenant in a signed Remodeling Request Memo, which shall be submitted to Landlord.
 - (iii) Alterations of \$10,000.00 or more shall be set forth and authorized by Landlord and Tenant by way of an executed Amendment to the Lease.

5.3 Upon completion of said Alterations, Landlord shall pay the appropriate vendor(s), and Tenant shall reimburse Landlord within thirty (30) days following receipt of a detailed invoice from Landlord.

5.4 Tenant shall not make any alteration, addition, improvement, repair, or change to the Leased Premises without the prior written approval by the Landlord. Tenant shall submit all plans, drawings, and specifications prior to requesting approval from Landlord for any proposed alteration, addition, improvement, repair, or change.

6. **WATER DRINKING STATIONS** Landlord shall provide, at its expense, wall mounted filtered drinking station(s) with refillable jug-filler. Landlord shall also be responsible for filter replacement and maintenance and repairs for the drinking stations.

7. **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.

8. 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.

NO ATTACHMENTS

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

LANDLORD:
DAKOTA COUNTY

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 _____

APPROVED BY COUNTY BOARD:

Resolution number _____

APPROVED AS TO FORM:

By _____

Title _____

Date _____

TENANT:
STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
COMMISSIONER

By _____
Real Estate and Construction Services

Date _____

APPROVED:
STATE OF MINNESOTA
DEPARTMENT OF EMPLOYMENT AND
ECONOMIC DEVELOPMENT

By _____

Title _____

Date _____

RECOMMENDED:
STATE OF MINNESOTA
DEPARTMENT OF EMPLOYMENT AND
ECONOMIC DEVELOPMENT

By _____

Title _____

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. _____

Account Code _____

Fund No. _____

Date _____