



Independent School District 834

Videoconference

**School Board Special Meeting Agenda – February 18, 2021
following the Closed School Board Meeting at 4:00 p.m.**

- I. Call to Order
- II. Roll Call
- III. Approval of the Agenda
- IV. Report Item
 - A. Amendment to Lease Agreement with Minnehaha Properties LLC – Mr. Lance Libengood
- V. Adjournment
 - A. Adjourn



Agenda Item I.
Date Prepared: February 16, 2021
ISD 834 Board Meeting

Agenda Item: Call to Order
Meeting Date: February 18, 2021

Background:

The School Board Chair will call the meeting to order.

Recommendation:

Board action is not required.



Agenda Item II.
Date Prepared: February 16, 2021
ISD 834 Board Meeting

Agenda Item: Roll Call
Meeting Date: February 18, 2021

Background:

The School Board Chair will ask the secretary to take the roll. A quorum must be established in order for the meeting to proceed.

Board Members

Beverly Petrie, Board Chair

Alison Sherman, Vice Chair

Matt Onken, Treasurer

Annie Porbeni, Clerk

Katie Hockert, Director

Tina Riehle, Director

Liz Weisberg, Director

Malinda Lansfeldt, Interim Superintendent of Schools (ex-officio)

Recommendation:

Board action is not required.



Agenda Item III.
Date Prepared: February 16, 2021
ISD 834 Board Meeting

Agenda Item: Approval of the Agenda
Meeting Date: February 18, 2021

Background:

Once quorum has been established the School Board Chair will request approval of the meeting agenda.

Recommendation:

A motion and a second to approve the meeting agenda will be requested.

Motion by: _____ **Seconded by:** _____ **Vote:** _____



Agenda Item IV. A.
Date Prepared: February 16, 2021
ISD 834 Board Meeting

Agenda Item: Amendment to Lease Agreement with Minnehaha Properties LLC

Meeting Date: February 18, 2021

Contact Person: Lance Libengood, Director of Transportation

Summary:

Our current lease agreement approved on June 25, 2020 with Minnehaha Properties LLC is set to expire on June 30, 2021. With the delay of the district owned bus facility improvements, we are requesting approval of an amended lease agreement with Minnehaha Properties LLC. The amended lease would allow the school district to break the first year extension period into two six month extension periods; to agree that the initial Lease Term is hereby extended for six months; and to allow the Lease to be extended on 30 days' written notice.

Recommendation:

This is a report for information.

EXPENDITURE APPROVAL FORM

Fiscal Year 2020-2021

Instructions: This form is to be completed any time a lease, purchase, or contract for goods or services exceeds \$50,000.

REQUESTED BY: Mark Drommerhausen **DATE:** Feb 17, 2021

DESCRIPTION OF REQUEST

Our current lease agreement approved on June 25, 2020 with Minnehaha Properties LLC is set to expire on June 30, 2021. With the delay of the district owned bus facility improvements, we are requesting approval of an amended lease agreement with Minnehaha Properties LLC. The amended lease would allow the school district to break the first year extension period into two six month extension periods; to agree that the initial Lease Term is hereby extended for six months; and to allow the Lease to be extended on 30 days' written notice.

FINANCIAL IMPACT

\$ 240,000.00 **Budget(s) Impacted:** Transportation budget

Is This a One-Time Expenditure?

- ☒ Yes, once implemented there will be no ongoing costs
- ☐ No, it will need to be funded indefinitely
- ☐ No, it will need to be funded for Fiscal Years _____

Is there an off-setting revenue source(s)?

- ☐ Yes List Source(s): _____ Amount: _____
- ☒ No

PROGRESS MONITORING

Monitor improvements on our district owned bus facility in case we may need to extend another six month lease.

**AMENDMENT TO
LEASE AGREEMENT**

THIS AMENDMENT TO LEASE AGREEMENT ("Amendment") is made and entered into as of February _____, 2021, by and between **Minnehaha Properties LLC**, a Minnesota limited liability company with its principal executive office address at 2507 Walnut Street, Roseville, Minnesota 55113 ("Landlord"), and **Independent School District No. 834** (Stillwater Area Public Schools) with its District Office at 1875 Greeley Street South, Stillwater, Minnesota 55082 ("Tenant") (Landlord and Tenant are referred to hereinafter collectively as the "Parties," and individually, as a "Party").

WITNESSETH:

WHEREAS, Landlord and Tenant entered into a Lease Agreement on June 25, 2020 ("Lease") concerning certain real property which is located at **5288 Stagecoach Trail North, Oak Park Heights, MN 55082** and at **5280 Stagecoach Trail North, Oak Park Heights, MN 55082** and which is legally described in the Lease;

WHEREAS, the original term of the Lease began on July 1, 2020 and ends on June 30, 2021 ("Lease Term").

WHEREAS, the Lease included an Option to Extend the Lease which reads as follows:

4. Option to Extend the Lease. Tenant shall have the option to renew and extend the Lease Term for three successive periods of twelve (12) months each ("Option Terms"), each such option to be exercisable in writing no less than 120 calendar days prior to the expiration of the Lease Term then in effect. The first Option Term, if any, shall be at same rate of Base Rent, and otherwise on the same terms, covenants and conditions, as are set forth in this Lease. The second Option Term, if any, shall be for Base Rent equal to One Hundred Five Percent (105%) of that which was payable during the immediately preceding term, but shall otherwise be on the same terms, covenants and conditions as are set forth in this Lease. The third Option Term, if any, shall be for Base Rent equal to One Hundred Five Percent (105%) of that Base Rent which was payable during the immediately preceding term, but shall otherwise be on the same terms, covenants and conditions as are set forth in this Lease"

and

WHEREAS, Landlord and Tenant desire to amend and modify the Lease so as to break the first year extension period into two six month extension periods; to agree that the initial Lease Term is hereby extended for six months; and to allow the Lease to be extended on 30 days' written notice:

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereby agree to amend the Lease as follows:

1. **Amendment of Option to Extend the Lease.** Paragraph 4 of the Lease is hereby replaced and superseded in its entirety by the following paragraph:

Options to Extend the Lease. Tenant shall have the option to renew and extend the Lease Term for four successive periods, as follows:

- a. For one additional term of six months, the exercise of which, as the Parties hereby recognize, agree, and acknowledge, is made and completed by entry into this Amendment; said initial renewal term will run through December 31, 2021 ("First Option Term"). Said First Option Term shall be at same rate of Base Rent, and otherwise on the same terms, covenants and conditions, as are set forth in the Lease.
- b. A second option term of six (6) months ("Second Option Term"), which shall be exercisable in writing by Tenant no less than 30 calendar days prior to the expiration of the First Option Term. Said Second Option Term, if any, shall be at same rate of Base Rent, and otherwise on the same terms, covenants and conditions, as are set forth in the Lease.
- c. A third option term for a period of one year ("Third Option Term") which shall be exercisable in writing by Tenant no less than thirty (30) calendar days prior to the expiration of the Second Option Term. The Third Option Term, if any, shall be for Base Rent equal to One Hundred Five Percent (105%) of that which was payable during the Second Option Term, but shall otherwise be on the same terms, covenants and conditions as are set forth in the Lease.
- d. A fourth option term for a period of one year ("Fourth Option Term") which shall be exercisable in writing by Tenant no less than thirty (30) calendar days prior to the expiration of the Third Option Term. The Fourth Option Term, if any, shall be for Base Rent equal to One Hundred Five Percent (110%) of that Base Rent which was payable during the Second Option Term, but shall otherwise be on the same terms, covenants and conditions as are set forth in the Lease.

2. **No Change Other Than That Expressly Provided for Herein.** Other than as expressly provided for herein, there shall be no change in the terms of the Lease, the provisions of which shall remain in effect. However, in case of any conflict between the Lease and this Amendment, the terms of this Amendment will control.

3. **Counterparts.** This Amendment may be executed in two (2) or more counterparts, each of which may be construed as an original. This Amendment may be signed and delivered by electronic signature as that term is defined in the Uniform Electronic Transactions Act (1999) ("Electronic Signature"). The Electronic Signature shall be binding and enforceable as if each such party had signed originally. A PDF, facsimile or other copy of this Amendment shall be enforceable to the same extent as an original document.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Lease Agreement as of the date first stated above.

LANDLORD:

Minnehaha Properties LLC

TENANT:

Independent School District # 834

By: Idris Mohamed

Its: Minnehaha Transportation

By: _____

Its: _____

CONSENT TO AMENDMENT

Metropolitan Transportation Network, Inc., a Minnesota corporation ("Subtenant"), is the subtenant of Independent School District No. 834 ("Tenant") for property located at 5288 Stagecoach Trail North, Oak Park Heights, MN 55082 and at 5280 Stagecoach Trail North, Oak Park Heights, MN 55082 ("Property"), which Property is the subject of the attached Amendment to Lease Agreement ("Amendment") by and between Tenant and Minnehaha Properties LLC ("Landlord").

Subtenant hereby acknowledges receiving a copy of the attached Amendment, and to having had the opportunity to review the same. Further, Subtenant hereby consents to, approves, and agrees to abide by, the terms of the attached Amendment.

SUBLESSEE

Metropolitan Transportation Network, Inc.

By: _____
Name: _____
Title: _____
Date: _____



Agenda Item V. A.
Date Prepared: February 16, 2021
ISD 834 Board Meeting

Agenda Item: Adjournment
Meeting Date: February 18, 2021
Contact Person: School Board Chair

The meeting must formally adjourn.