Contract Number: LSC-2026-063757

LEASE AGREEMENT– MINNESOTA STATE AS LANDLORD

TOTAL AMOUNT: **$0.00**

THIS LEASE AGREEMENT is made by and between State of Minnesota, by and through the Board of Trustees of Minnesota State Colleges and Universities on behalf of Lake Superior College**,** located at2101 Trinity Road, Duluth, MN 55811**,** hereafter referred to as MINNESOTA STATE or LANDLORD, and **City of Duluth**, a municipal corporation, located at City Hall, 411 West 1st Street, Duluth Minnesota, 55802-1198 hereafter referred to as TENANT.

WHEREAS, the Board of Trustees of Minnesota State Colleges and Universities is empowered by Minn. Stat. §136F.06, to govern Board-related property, and

WHEREAS, MINNESOTA STATE has under its control the main Lake Superior College campus building located 2101 Trinity Road, Duluth Minnesota 55811 and has space in that building, and

WHEREAS, TENANT intends to use the space for an office for staff in the Workforce Development Department,

NOW THEREFORE, MINNESOTA STATE and TENANT, in consideration of the rents, covenants, and considerations hereinafter specified, do hereby agree each with the other as follows.

1. **LEASED PREMISES**.
   MINNESOTA STATE grants and TENANT accepts the lease of the following described Leased Premises located in the City of Duluth, County St. Louis, Minnesota: more particularly described as:

   Approximately 108 square feet of space in S109, as shown on the floor plan or survey on attached Exhibit A described below:

Address/Room No. / Location	Square Feet	Use
S109	108	Office

Hereafter referred to as the "Leased Premises".

1.1 Unless otherwise provided in this Lease Agreement, the TENANT is taking the Leased Premises in its "as is" condition, and MINNESOTA STATE is under no obligation to make any alterations or modifications to accommodate TENANT's use. TENANT's taking possession of the Leased Premises is evidence that the Leased Premises was in tenantable condition as of the day of occupancy.

1.2 MINNESOTA STATE reserves the right in its sole discretion to maintain and repair the structural elements and utilities that serve the Leased Premises, including, but not limited to the walls, roof, conduits, heating and cooling and other structural elements. MINNESOTA STATE may at any time construct, modify, add on or demolish elements of the Building of which the Leased Premises is a part, provided MINNESOTA STATE makes reasonable efforts to minimize the impact of such work on TENANT and its use of the Leased Premises.

1.3 Parking. MINNESOTA STATE shall allow TENANT, its staff, visitors, guests and invitees the use of any parking space marked for clinics, visitors, or any unmarked space during the term of this Lease. MINNESOTA STATE reserves the right to change, modify or otherwise redirect the location of the parking at its sole and absolute discretion. TENANT agrees to comply with MINNESOTA STATE's parking program.

2. **TERM.**

Notwithstanding the date of execution, the term of this Lease Agreement shall commence on 7/1/2025 12:00 AM (the "Commencement Date"), and end on 6/30/2028 12:00 AM, unless otherwise sooner terminated as provided in this Lease.

3. **PAYMENT OF RENT.**

3.1 As rent for the Leased Premises and in consideration for all covenants, representations and conditions of this Lease Agreement, TENANT shall pay to MINNESOTA STATE the sum of Zero Dollars ($0.00) for the term of the Lease Agreement.

Lease Period	**Monthly Payment**	**In-Kind Monthly Contribution**	**Total due over Term**
July 1, 2025-June 30, 2030	$110.00	($110.00)	0.00

3.2 Bond Financed Property. If MINNESOTA STATE used General Obligation bonds (including Higher Education Asset Preservation and Repair "HEAPR") to purchase, construct or improve the Leased Premises, TENANT agrees to comply with all requirements imposed by the Commissioner of the Department of Management and Budget, his or her successor and assigns, up to and including furnishing any documents as the Commissioner determines to be necessary to ensure that interest paid on the General Obligation Bonds, if any, used to purchase, construct or improve the property of which the Leased Premises is a part, is exempt from federal taxation.

4. **USE.**
TENANT shall use and occupy the Leased Premises only as an office for staff in the Workforce Development Department and for no other purposes without MINNESOTA STATE's prior written consent for each instance.

5. **TERMINATION.**

5.1 This Lease may be terminated by MINNESOTA STATE with or without cause at any time upon giving Thirty (30) days prior written notice of such termination to TENANT.

5.2 Surrender of Leased Premises TENANT hereby agrees that at the expiration or earlier termination of this Lease or extension thereof:

a. TENANT shall remove its personal property and vacate and surrender possession of the Leased Premises to MINNESOTA STATE by the end of the day the Lease terminates in as good condition as when TENANT took possession, ordinary wear and tear and damage by the elements excepted.

b. All personal property not so removed will conclusively be deemed to have been abandoned by TENANT and may be sold, stored, destroyed or otherwise disposed of by MINNESOTA STATE without notice to TENANT or to any other person and without obligation to account for them. TENANT will pay MINNESOTA STATE all expenses incurred in connection with MINNESOTA STATE'S disposition of such personal property, including without limitation the cost of repairing any damage to the building or premises caused by removal of such property. TENANT'S obligation to pay all of MINNESOTA STATE'S expenses incurred in connection with removal of TENANT'S personal property shall survive the termination of this Lease.

6. **DUTIES OF LANDLORD.**
MINNESOTA STATE shall provide light and heat to the Leased Premises, common areas and public access areas, including stairways, elevators, lobbies, and hallways. MINNESOTA STATE shall furnish and provide, at its expense, the following utilities and services:

6.1 Utilities: MINNESOTA STATE shall bear the cost of all utilities for this space.

6.2 Janitorial Service: MINNESOTA STATE shall provide janitorial services and supplies to the Leased Premises according to Exhibit B.

6.3 Trash Removal: MINNESOTA STATE shall provide the Leased Premises with a means or system of waste or trash disposal. Consistent with Minn. Stat. 16B.24, subd. 6(d), MINNESOTA STATE shall provide space for recyclable materials. MINNESOTA STATE shall provide recycling services at its expense.

6.4 Common Areas: MINNESOTA STATE shall provide yard care for the complex.

6.5 Snow Removal: MINNESOTA STATE shall keep the public sidewalks adjacent to the building and any sidewalks or stairways leading from the public sidewalks to the building cleared of snow, ice and debris, including the parking lot.

6.6 Maintenance: MINNESOTA STATE shall maintain in working condition all appurtenances within the scope of this Lease Agreement, including the maintenance of proper plumbing, wiring, heating (and, where applicable, cooling) devices and ductwork. MINNESOTA STATE shall also maintain the foundation, roof and exterior walls of the building.

6.7 Repairs: MINNESOTA STATE shall make such necessary repairs so as to continue to provide all such service appurtenances as are required by this Lease Agreement, provided, however, that MINNESOTA STATE shall not be responsible for repairs upon implements or articles which are the personal property of TENANT, nor shall MINNESOTA STATE bear the expense of repairs to the Leased Premises necessitated by damage caused by TENANT beyond normal wear and tear. TENANT will be responsible to maintain the interior walls, ceilings, windows and doors of the Leased Premises, as well as any equipment that is located within and exclusively serves the Leased Premises.

6.8 Delivery of Leased Premises: MINNESOTA STATE covenants that it will deliver the Leased Premises to TENANT in good condition with all services and appurtenances included within the scope of this Lease Agreement in effect and in good running order.

6.9 Quiet Enjoyment: TENANT shall have the quiet enjoyment of the Leased Premises during the full term of the Lease Agreement and any extension or renewal thereof.

6.10 Energy Conservation: MINNESOTA STATE shall operate within MINNESOTA STATE energy guidelines and may enact energy initiatives to reduce energy consumption. MINNESOTA STATE participates in energy conservation measures enacted by State or Federal authority as may be specifically required by such governmental orders or regulations.

6.11 Accessibility: MINNESOTA STATE agrees to provide and maintain the Leased Premises and the building of which the Leased Premises are a part in compliance with accessibility and facilities meeting code requirements for handicapped persons, pursuant to all applicable laws, rules, ordinances and regulations as issued by any federal, state or local political subdivisions having jurisdiction and authority in connection with said property.

6.12 Shutdowns: MINNESOTA STATE reserves the right to shut down electricity, heat, water or air conditioning when necessitated by safety, repairs, alterations or upgrades. MINNESOTA STATE will give TENANT at least one (1) day notice of such shutdown, except in case of emergency, which shall require no advance notification. MINNESOTA STATE will use reasonable efforts to not shut down TENANT's utilities during business hours. MINNESOTA STATE will have no liability to TENANT for any loss, damage or expense that TENANT may sustain due to such shut down.

7. **DUTIES OF TENANT.**

7.1 Telephone and Telecommunications. Internet service is available at the Leased Premises through the LSC guest wireless network.

7.2 Window coverings, interior painting and alterations, subject to MINNESOTA STATE's prior written approval, see Paragraph 8, Alterations.

7.3 Identification signs, subject to MINNESOTA STATE'S prior written approval, see Paragraph 8, Alterations.

7.4 Furniture, Fixtures, and Equipment. TENANT shall supply all furnishings necessary for its use of the Leased Premises.

7.5 Condition of Premises. TENANT agrees to maintain the Leased Premises in a reasonably clean and sanitary condition.

7.6 Energy Conservation. TENANT agrees to observe reasonable precautions to prevent waste of heat, electricity, water, air conditioning and other utility or service, whether such is furnished by MINNESOTA STATE or obtained and paid for by TENANT.

7.7 Compliance with Laws. TENANT shall comply with all applicable municipal, county and state laws, ordinances and regulations, and shall obtain and pay for all licenses and permits (and special use permits, if applicable) as may be required by its use of the Leased Premises.

7.8 Tax or Impositions. In the event that a state or local tax is imposed upon MINNESOTA STATE due to TENANT'S occupancy, use, valuable possession or valuable leasehold interest of or in the real property hereby leased, the obligation for the payment of the tax will be wholly that of TENANT.

7.9 Human Rights: When applicable, TENANT certifies that it has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, Section 363A.36, or that it has not had more than 40 full-time employees at any time during the previous 12 months and claims exemption from Minnesota Statutes, Section 363A.36.

7.10 Repairs. TENANT shall, except as otherwise specified herein, maintain in good repair and condition the Leased Premises including the building and any and all equipment, fixtures or appurtenances furnished by MINNESOTA STATE under this Lease. TENANT will be responsible to maintain the interior walls, ceilings, windows and doors of the Leased Premises, as well as any equipment that is located within and exclusively serves the Leased Premises.

7.11 Nuisance. TENANT agrees not to use the Leased Premises in any way which, in the judgment of MINNESOTA STATE, poses a hazard to building occupants, the Leased Premises or the building, in part or whole, nor shall TENANT use the Leased Premises so as to cause damage, annoyance, nuisance or inconvenience to building occupants or others.

7.12 No Smoking. TENANT shall comply with the campus policy on tobacco use on campus grounds.

8. **ALTERATION OF LEASED PREMISES.**

TENANT shall make no alterations, additions, or changes in the Leased Premises without the advance written consent of MINNESOTA STATE. All alterations, additions, improvements and fixtures (including floor coverings), which may be made or installed by MINNESOTA STATE upon the Leased Premises and which in any manner are attached to the floors, walls or ceilings, at the termination of this lease shall remain the property of MINNESOTA STATE, and shall remain upon and be surrendered with the Leased Premises as a part thereof, without damage or injury beyond normal wear and tear.

8.1 Alterations, additions or changes shall comply with all applicable codes and MINNESOTA STATE Design and Construction Standards. TENANT shall at all times observe all fire and building codes relating to its operation and use of the Leased Premises. TENANT shall comply with all applicable laws and requirements including, but not limited to the City, County, and State of Minnesota as to sanitary, health and safety conditions and as to the use of the Leased Premises by TENANT.

8.2 Alterations, additions or changes shall be at TENANT's sole cost and expense to furnish all labor and materials to make all alterations and structural changes necessary for use of the building as permitted by this Lease.

8.3 TENANT shall be responsible for ensuring that building contractors employed by TENANT shall provide and maintain a performance bond and construction insurance as established by Minnesota State Colleges and Universities. TENANT shall provide copies of said performance bond and construction insurance to MINNESOTA STATE prior to any work performed by any contractors on behalf of TENANT.

8.4 Tenant may, at its own expense, remodel, redecorate, make alterations, additions and changes in and to the interior of the premises (except those of a structural nature); provided, however, that no alterations, additions or changes may be made without first procuring the approval in writing of MINNESOTA STATE. All alterations, additions or changes to be made to the Leased Premises which require the approval of MINNESOTA STATE shall be made under the supervision of a competent architect or competent licensed structural engineer and made in accordance with plans and specifications approved in writing by MINNESOTA STATE before commencement of work. All work related to any alterations, additions or changes shall be done in a good and workmanlike manner and diligently completed so that the premises shall be a complete unit at all times except during the period of construction. TENANT will not make or allow to be made any structural changes or additions to the building or the premises, or make or allow to be made any changes, additions or hook ups to any utility services, including electrical, plumbing, heating, HVAC, or any transformers, lines, wires, or equipment associated with same, without the prior written approval of MINNESOTA STATE. TENANT shall be responsible for the cost of any build out of the Leased Premises in preparation for occupancy. TENANT and MINNESOTA STATE shall develop plans and specifications for building out the TENANT space.

8.5 TENANT shall have no right to encumber or subject the interest of MINNESOTA STATE in the Leased Premises to any mechanic's liens, material liens or other liens of any nature whatsoever, and TENANT shall have any such lien discharged within 10 days after the date of recording of the lien. TENANT shall be liable to MINNESOTA STATE for any MINNESOTA STATE's costs and attorney fees incurred in regard to this section.

8.6 <u>Leased Premises Condition at Termination</u>. TENANT shall vacate the Leased Premises in good order and in the same repair as which the Leased Premises existed at the commencement of this Lease Agreement, ordinary wear and tear excepted, and, shall remove all its property and fixtures there from so MINNESOTA STATE can repossess the Leased Premises not later than the day after the expiration of this Lease Agreement or any renewal thereof, whether upon notice or by holdover or otherwise. TENANT may at any time prior to or upon the termination of this Lease Agreement or any renewal or extension thereof, remove from the Leased Premises all materials, equipment and property of every other sort or nature installed by TENANT thereon, provided that such property is removed without substantial injury to the Leased Premises. No injury or damage shall be considered substantial if it is promptly corrected by restoration to the condition prior to the installation of such property or equipment. MINNESOTA STATE may require TENANT to remove same from the Leased Premises, at MINNESOTA STATE's sole discretion, if MINNESOTA STATE provides TENANT with written notice at least 15 days prior to termination of the lease.

9**. ASSIGNMENT AND SUBLETTING.**

TENANT shall not assign nor in any manner transfer this Lease or any interest therein, nor sublet said Leased Premises or any parts thereof.

10. **MINNESOTA STATE'S ACCESS.**

MINNESOTA STATE, acting through its designated agent, employees or officials shall have the right, upon prior notification to TENANT (or without such notice in case of an emergency), to enter the Leased Premises at all reasonable times.

11. **INSURANCE.** (INTENTIONALLY OMITTED)

12. **LIABILITY.**

MINNESOTA STATE and TENANT agree that each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. MINNESOTA STATE'S liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Section 3.736, and other applicable law. TENANT'S liability shall be governed by the provisions of Minnesota Statutes Chapter 466.

13. **MINNESOTA STATE TO BE HELD HARMLESS.** (INTENTIONALLY OMITTED)

14. **PERSONAL PROPERTY RISK.**

All personal property in or about the Leased Premises belonging to or placed therein by TENANT or its occupants or visitors shall be there at the sole risk of TENANT or such other person only, and MINNESOTA STATE shall not be liable for theft or misappropriation thereof, nor for any loss or damage due to the building or any part of the appurtenance thereof becoming out of repair, or arising from the bursting or leaking of water, gas, sewer or steam pipes, or due to the happening of any accident in or about the Leased Premises including destruction by fire.

15. **DAMAGE BY FIRE OR OTHER CASUALTY.**

If all or a substantial part of the Leased Premises is rendered untenantable or inaccessible by damage to all or any part of the building from fire, the elements, accident, or other casualty (a "Casualty"), MINNESOTA STATE shall have the option, at its sole and absolute discretion, to either:

a. Use reasonable efforts to restore the Leased Premises to substantially its former condition to the extent permitted by applicable law; provided, however, that in no event shall MINNESOTA STATE have any obligation: 1) to make repairs or restoration beyond the extent of insurance proceeds received by MINNESOTA STATE for such repairs or restoration or 2) repair or restore any of TENANT's personal property, trade fixtures or alterations. If MINNESOTA STATE elects to repair damage to the Leased Premises, then

1) This Lease Agreement shall remain in full force and effect but Rent from the date of the Casualty though the date of substantial completion of the repair shall be abated with regard to any portion of the Leased Premises that TENANT is prevented from using by reason of such damage or its repair; and

2) In no event shall MINNESOTA STATE be liable to TENANT by reason of any injury to or interference with TENANT's business or property arising from a Casualty or by reason of any repairs to any part of the building necessitated by the Casualty.

OR

b. Terminate this Lease and end the term hereof, in which case the rent shall be paid to the date of such fire or other casualty, and all further obligations on the part of either party shall cease. If MINNESOTA STATE elects to terminate the Lease Agreement, MINNESOTA STATE shall notify TENANT in writing within 180 days of the date of the Casualty.

16. **HOLDING OVER.**

In the event TENANT remains in possession of the Leased Premises herein leased after the expiration of this Lease and without the execution of a new lease, it shall be deemed occupying said Leased Premises as a tenant, subject to all the conditions, provisions and obligations of this Lease insofar as the same can be applicable to a month-to-month tenancy, except that if TENANT holds over for more than five days, the amount of Rent due each month will be doubled. The increased Rent payment will be due each month, including the first month Tenant holds over, until TENANT vacates the Leased Premises. TENANT will also be liable to MINNESOTA STATE for all costs, losses, claims or liabilities that MINNESOTA STATE may incur as a result of TENANT's failure to surrender possession of the Leased Premises to MINNESOTA STATE upon the expiration or earlier termination of the Lease.

17. **DEFAULT BY TENANT.**

If TENANT defaults in any of its promises or covenants under the Lease and fails to cure the same within thirty (30) days after receipt of written notice of default from MINNESOTA STATE, MINNESOTA STATE may exercise one or more of the following remedies, or any other remedy available at law or in equity:

a. Terminate the Lease and recover from TENANT all damages it has incurred by reason of such breach;

b. Re-enter the Leased Premises and remove all persons and property from the Leased Premises, without terminating the Lease or releasing TENANT from its obligations under the Lease;

c. Re-let the Leased Premises without terminating the Lease. All amounts received from such re-letting shall be applied: first, to the payment of any costs of re-letting, and second, to the payment of Rent due and owing under this Lease Agreement. If the amount received from re-letting in any month is less than the amount of Rent to be paid by TENANT, TENANT will pay any such deficiency to MINNESOTA STATE upon demand.

18. **SELF-HELP RIGHT.**

If TENANT defaults in the performance of any term of this Lease Agreement, MINNESOTA STATE, in addition to any other rights and remedies it has under this Lease and without waiving such default, may perform the same for the account of and at the expense of TENANT (but shall not be obligated to do so), without notice in a case of emergency and in any other case if such default continues after five (5) days from the date that MINNESOTA STATE gives written notice to TENANT of its intention to do so. TENANT must pay upon demand bills for all amounts paid by MINNESOTA STATE and all losses, costs and expenses incurred by MINNESOTA STATE, in connection with any such performance by MINNESOTA STATE pursuant to this section, including, without limitation, all amounts paid and costs and expenses incurred by MINNESOTA STATE for any property, material, labor or services provided by MINNESOTA STATE to TENANT.

19. **WAIVER OF COVENANTS.**

The failure of MINNESOTA STATE to insist in any one or more instances upon performance of any of the terms, covenants or conditions of this Lease shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant or condition, but TENANT'S obligation with respect to such future performance shall continue in full force and effect.

20. **BUILDING ACCESS.**

MINNESOTA STATE shall provide access to the Leased Premises for authorized employees, visitors, invitees and guests of TENANT during regular college business hours.

21. **NOTICES.**

All notices, requests, and other communications between MINNESOTA STATE and TENANT that are required or that MINNESOTA STATE or TENANT elect to deliver shall be deemed sufficiently given or rendered if in writing and delivered to either party personally, by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, (return receipt required) addressed as follows:

TENANT: City of Duluth
402 W 1ST ST
Duluth, Minnesota 55802
ATTN: Elena Foshay

MINNESOTA STATE: Lake Superior College

2101 Trinity Road
DuluthMN 55811
ATTN: Nickoel Anderson, Vice President of Finance & Administration

With a copy to: Minnesota State Colleges and Universities
30 E. 7th Street, Suite 350
St. Paul, MN 55101
ATTN: Real Estate Services

22**. NEW LANDLORD**.

In the event the Leased Premised or the building of which the same is a part shall be sold, conveyed, transferred, assigned, leased or sublet, or if MINNESOTA STATE shall sell, convey, transfer, or assign this Lease Agreement or rents due under this Lease Agreement, or if for any reason there shall be a change in the manner in which the rental reserved hereunder shall be paid to MINNESOTA STATE, proper written notice of such change must be delivered to TENANT as promptly as possible.

23. **AUDIT.**

MINNESOTA STATE is a State of Minnesota entity. The books, records, documents and accounting procedures and practices of the TENANT (whether in hard copy or electronic format) regarding this Lease Agreement shall be subject to reasonable examination by the State, MINNESOTA STATE, MINNESOTA STATE's Internal Auditor or Independent Auditor and/or the Legislative Auditor during the term of the Lease and for a minimum of six (6) years after the Lease's expiration or termination.

24. **ENVIRONMENTAL.**

TENANT shall not use in any way, or permit or suffer the use of the Leased Premises or any part thereof, to either directly or indirectly prepare, produce, generate, manufacture, refine, treat, transport, store, maintain, handle, dispose of, transfer, or process any Hazardous Substance as defined below, unless it has received the prior written consent of MINNESOTA STATE, which may be unreasonably withheld. "Hazardous Substance" means any pollutant, contaminant, toxic or hazardous waste, potentially dangerous substance, noxious substance, toxic substance, flammable, explosive or radioactive material, urea formaldehyde foam insulation, asbestos, PCBs, or any other substance the removal of which is required, or the manufacture, preparation, production, generation, use, maintenance, treatment, storage, transfer, handling, or ownership of which is restricted, prohibited, regulated, or penalized by any and all federal, state, county, or municipal statutes or laws now or at any time hereafter in effect, including but not limited to, the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. § 9601, et seq.), the Hazardous Materials Transportation Act (49 U.S.C. § 5101 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.), the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), the Clean Air Act (42 U.S.C. § 7401 et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. § 2601 et seq.), and the Occupational Safety and Health Act

(29 U.S.C. § 651 et seq.) as these laws have been amended or supplemented. TENANT agrees to hold harmless and indemnify MINNESOTA STATE from any and all damages, costs, fines and expenses, including all attorney's fees incurred by MINNESOTA STATE that might arise as a result of TENANT's violation of this provision. This provision shall survive the termination of this Lease.

25. **ENTIRE AGREEMENT.**

The Lease Agreement documents, which constitute the entire Lease Agreement between the parties except for agreed upon written amendments issued after execution of this Lease Agreement, are enumerated as follows:

- Lease Agreement
- **EXHIBIT A** Leased Premises
- **EXHIBIT B** Janitorial and Trash Removal Service Plan

Signature Block is on Next Page

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

TENANT: **DULUTH CITY OF**
TENANT certifies that the appropriate person(s) have executed the contract on behalf of TENANT as required by applicable articles, by-laws, resolutions, or ordinances.

By: ______________________________________

Its: Mayor (City Administrator per delegated authority)

Date: ____________________________________

Attest: ___________________________________

Its: City Clerk______________________________

Date: ____________________________________

Countersigned:

By: ______________________________________

Its: _City Auditor___________________________

Date: ____________________________________

Approved as to form:

By: ______________________________________

Its: City Attorney___________________________

Date: ____________________________________

MINNESOTA STATE: STATE OF MINNESOTA, BY AND THROUGH THE BOARD OF TRUSTEES OF MINNESOTA STATE COLLEGES AND UNIVERSITIES, ON BEHALF OF LAKE SUPERIOR COLLEGE

By: ______________________________________

Title: _Vice President of Finance & Administration

Date: ____________________________________

As to Form and Execution**:**

By: _____________________________________

Title: __ Vice President of Finance & Administration

Date: ____________________________________

EXHIBIT A – LEASED PREMISES

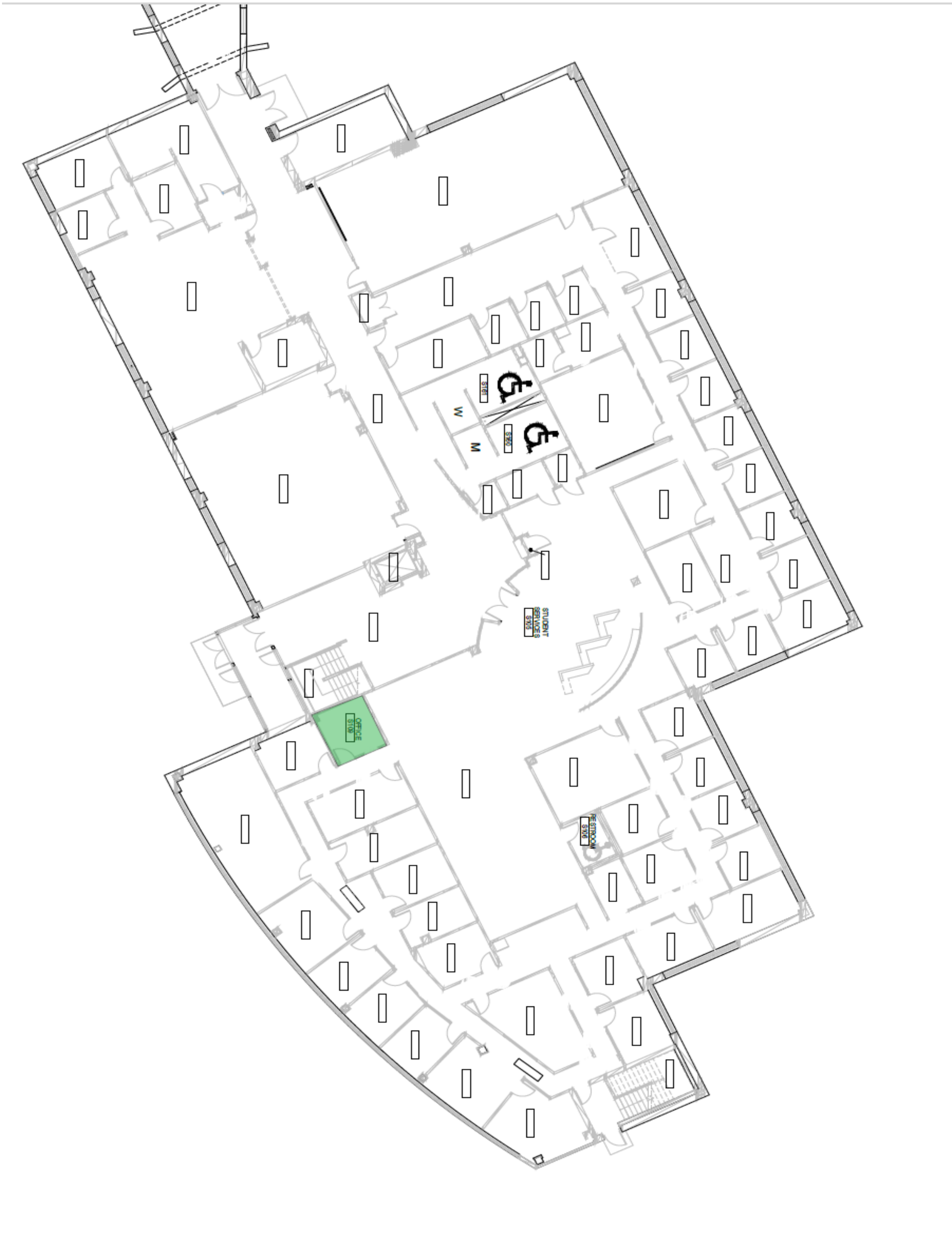

EXHIBIT B – Janitorial Plan

JANITORIAL AND TRASH REMOVAL SERVICE PLAN

Main Campus, ERTC and Aviation Center

JANITORIAL SERVICE

Maintenance will provide janitorial services according to the following schedule:

DAILY

- Empty wastebaskets in public spaces and kitchenettes. All **office** garbage/recycle cans must be placed outside of the office door to get emptied.
- Replace liners if needed (torn, food or liquid spills)
- Sweep and mop hard surfaced floors – at a minimum the floors are to be dry mopped but may require wet mopping (all Hallways and Common Areas)
- Clean bathrooms
  - Thoroughly clean and disinfect all sinks, toilet bowls and seats, and urinals
  - Restock toilet tissue, towel dispensers and soap dispensers
  - Clean mirrors
  - Sweep/wet mop and disinfect floors
- Clean and disinfect all classroom and conference room tables
- Clean and disinfect water fountains
- Clean glass on entrance doors
- Vacuum all entry ways
- Clean elevators – Clean and disinfect high touch surfaces and walls, wipe down stainless steel, sweep/wet mop disinfect floor as needed
- Spot vacuum classrooms/offices as needed
- Daytime bathroom checks

WEEKLY

- Empty recycling containers in public spaces - (may require to be emptied more than once per week)
- Vacuum all carpeted areas

ANNUAL OR BI-ANNUAL

- Wash interior/exterior windows
- Shampoo clean carpet
- Strip and reseal floors

AS NEEDED

- Spot clean the carpets and floors
- Replace light bulbs

TRASH AND RECYCLING

Maintenance will provide trash and recycling service for the offices and classrooms. The Program will be responsible for the recycling of all scrap material used in the shops (Art, Auto Body, Auto Service, Aviation, Aviation Mechanics, Carpentry, Commercial & Residential, Fire Tech and Truck Driving.

Alterations to the outline may be needed due to unforeseen circumstances (weather, employee absences, etc.)