

# THE CITY OF



# OWATONNA

540 West Hills Circle  
Owatonna, MN 55060-4794  
Ph. (507) 444-4300  
FAX: (507) 444-4394

DATE: May 18, 2021  
TO: Mayor and City Council, City Administrator  
FROM: Jenna Tuma, Director of Parks and Recreation  
Eric F. Anderson, Recreation Manager  
SUBJECT: Healthy Seniors Lease Contract

**Purpose:**

Request approval of a Lease Agreement with Healthy Seniors for an additional storage space at West Hills Social Commons.

**Background:**

Healthy Seniors currently leases an office space on the 3<sup>rd</sup> floor of West Hills Social Commons. They request additional lease space abutting their office for storage. Since their current office space lease agreement expires on December 31, 2021, this lease agreement is scheduled to expire/be up for renewal on the same date. The Agreement was reviewed by City Attorney, Mark Walbran.

**Budget Impact:**

This lease will provide rental revenue of \$336 for the remaining months of 2021 (June – December). Healthy Seniors will be issued keys to access the building and their rental areas, requiring no additional costs.

**Staff Recommendation:**

Staff recommends approval of the lease agreement.







Lessee is hereby granted one (1) option to renew and extend the term of this lease for an additional period of up to one (1) year. Each optional term shall be at such rent and upon the terms and conditions as are determined by the Lessor.

14. **PEACEFUL SURRENDER**

Lessee covenants and agrees to keep and maintain the premises and its fixtures during the term of the lease and peaceably quit and deliver up the same to Lessor at the termination of this lease in as good order, condition, and state of repair as the same are at the date hereof, reasonable use and wearing thereof excepted. At its option and expense, Lessee may remove from the premises at termination the non-attached personal property as it may have installed, excluding specifically heating and air conditioning equipment.

15. **LESSOR'S REMEDIES**

If the monthly rental payment, or any of them, whether demanded or not, are not paid within twenty (20) days after becoming due, or in the event Lessee files any petition in bankruptcy or insolvency or is adjudicated bankrupt or insolvent, or if any term, condition, or covenant of this lease on the part of Lessee to be by it performed shall be violated or neglected and such violation or neglect is not cured within twenty (20) days after written notice from Lessor, then in either of such cases, Lessee does hereby authorize and empower Lessor to cancel and annul this lease at once and to reenter and take possession of the premises immediately without any previous notice of intention to reenter, and to remove all persons and their property therefrom without such reentry working a forfeiture of the rents to be paid by Lessee.

16. **NOTICES**

Whenever under this lease any demand, notice, or declaration of any kind is required or desirable, it shall be in writing, served or sent by mail with postage prepaid; if to Lessor, addressed to them at City Hall, Owatonna, Minnesota 55060; and if to Lessee, addressed at 500 Dunnell Drive, Owatonna, Minnesota 55060. Either party may, by like notice at any time and from time to time, designate a different address to which notices shall be sent. Such notices, demands, or declarations shall be deemed sufficiently served or given for all purposes hereunder when served or two (2) days after mailing as aforesaid.

17. **JOINT OR MUTUAL WAIVER OF SUBROGATION**

It is hereby understood and agreed by and between the undersigned parties that they do jointly and separately waive any and all right of recovery against the other for insured loss occurring at the property described herein.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

LESSOR  
CITY OF OWATONNA

LESSEE  
HEALTHY SENIORS OF OWATONNA

By \_\_\_\_\_

By Edna Ringhofer

Printed Name Tom Kuntz

Printed Name Edna Ringhofer

Title Mayor

Title Director

Date \_\_\_\_\_

Date 5-10-21

By \_\_\_\_\_

Printed Name Kris Busse

Title City Administrator

Date \_\_\_\_\_