



# Board of County Commissioners Agenda Request

**6B**

Agenda Item #

**Requested Meeting Date:** July 8, 2025**Title of Item:** Aitkin County Health & Human Services Office Space Lease Agreement

<input checked="" type="checkbox"/> REGULAR AGENDA  <input type="checkbox"/> CONSENT AGENDA	<b>Action Requested:</b> <input type="checkbox"/> Approve/Deny Motion <input checked="" type="checkbox"/> Adopt Resolution (attach draft) <input type="checkbox"/> Hold Public Hearing <i>*provide copy of hearing notice that was published</i>  <input type="checkbox"/> Direction Requested <input type="checkbox"/> Discussion Item <input type="checkbox"/> Information Only	
<b>Submitted by:</b> April Kellerman		<b>Department:</b> Admin.
<b>Presenter (Name and Title):</b> Jim Bright, Facilities Coordinator and Sarah Pratt, HHS Director		<b>Estimated Time Needed:</b> 10 min.
<b>Summary of Issue:</b>  Aitkin County Health and Human Services has a lease agreement to accommodate the relocation of Health and Human Services' employees with Robert's Glad VFW Post 1727.  Attached is the Office Space Lease Agreement and Resolution that authorizes the County Board Chair and County Auditor to sign the agreement.  County Attorney has reviewed the Agreement.		
<b>Alternatives, Options, Effects on Others/Comments:</b>   		
<b>Recommended Action/Motion:</b> Adopt resolution authorizing Board Chair and County Auditor to sign the Aitkin County Health & Human Services Office Space Lease Agreement with Robert's Glad VFW Post 1727		
<b>Financial Impact:</b> <i>Is there a cost associated with this request?</i> <input type="checkbox"/> Yes <input type="checkbox"/> No <i>What is the total cost, with tax and shipping? \$</i> <i>Is this budgeted?</i> <input type="checkbox"/> Yes <input type="checkbox"/> No <i>Please Explain:</i>		

**CERTIFIED COPY OF RESOLUTION OF COUNTY BOARD OF AITKIN COUNTY, MINNESOTA**

ADOPTED July 8, 2025

By Commissioner: xxx

**20230708-xxx**

**Aitkin County Health and Human Services Office Space Lease Agreement with Robert's Glad VFW Post 1727**

**WHEREAS**, Aitkin County Health and Human Services has a lease agreement to accommodate the relocation of Health and Human Services' employees at the Robert's Glad VFW Post 1727 located at 36558 410th Avenue, Aitkin, MN 56431.

**WHEREAS**, Aitkin County Health and Human Services will occupy an area of approximately 1965 square feet in the main level of the VFW Hall in Aitkin, MN

**THEREFORE, BE IT RESOLVED**, that Aitkin County enter into Office Space Lease with the Robert's Glad VFW Post 1727 for a term beginning at 12:01 a.m. on the first day of August, 2025, and ending at midnight on the last day of July, 2026.

**BE IT FURTHER RESOLVED**, Aitkin County Board authorizes the Board Chair and County Auditor to sign the Office Space Lease Agreement.

Commissioner xxx moved the adoption of the resolution and it was declared adopted upon the following vote

xxx MEMBERS PRESENT

All Members Voting xxx

**STATE OF MINNESOTA}  
COUNTY OF AITKIN}**

I, John Welle, County Engineer, Aitkin County, Minnesota do hereby certify that I have compared the foregoing with the original resolution filed in the Administration Office of Aitkin County in Aitkin, Minnesota as stated in the minutes of the proceedings of said Board on the 8<sup>th</sup> day of July 2025, and that the same is a true and correct copy of the whole thereof.

**Witness my hand and seal this 8<sup>th</sup> day of July 2025**

\_\_\_\_\_  
John Welle  
County Engineer

## Office Space Lease

THIS LEASE, made and executed this 8<sup>th</sup> day of July, 2025, by and between Robert's-Glad VFW Post 1727, 36558 410<sup>th</sup> Avenue, Aitkin, MN 56431, hereinafter called the Lessor, and Aitkin County Health and Human Services, 204 1<sup>st</sup> Street NW, Aitkin, MN 56431, hereinafter called the Lessee:

WITNESSETH: That in consideration of the payment of rent and the keeping and performance of the terms and conditions herein by Lessee, Lessor does hereby lease and demise unto Lessee, the premises described as:

An area of approximately 1965 square feet in the main level of the VFW Hall in Aitkin, MN, as outlined in red on attached Exhibit A. The Building is located at 36558 410<sup>th</sup> Avenue, Aitkin, MN 56431.

TO HAVE AND TO HOLD the premises for a term beginning at 12:01 a.m. on the first day of August, 2025, and ending at midnight on the last day of July, 2026.

The Lessee is eligible to move in to the premises before the start date. The Lessee may move in on July 28, 2025 or thereafter. There shall be no pro-rated rent. The Lessee is able to move in early without the requirement to pay rent or any fee.

- 1) Lessee shall pay for said premises to the Lessor or to such other party or parties as may subsequently be designated in writing by said Lessor, a monthly rent of \$2650.00 subject to any adjustments as hereinafter provided for. Monthly rent shall be paid in advance on the first day of each month during the full term of this Lease, beginning on August 1, 2025.

Lessee will be responsible for ninety percent (90%) of the following utilities: electric and propane usage. Lessee will incur one hundred percent (100%) of the financial obligation for internet, phone, trash, and garbage disposal, snow removal (plowing), and grass cutting.

The additional cost, if any, will be added to Lessee's subsequent monthly billings. Lessor will furnish Lessee, upon request, documentation verifying cost of utilities and usage. .

No Security deposit is required as part of this Lease.

- 2) Lessee shall use and occupy the premises for office purposes only and shall not use them in such a manner as to give either governmental authorities, other tenants or Lessor just cause to complain.
- 3) Lessee shall surrender the premises at the termination of this Lease or any extension thereof in as good condition as they were at commencement of this Lease, reasonable wear and tear or unavoidable casualty expected.

Lessee shall not make any alterations or improvements to the premises or install any wall-to-wall carpet without prior written consent of Lessor, and all such wall-to-wall alterations, and improvements, except movable office furniture and equipment, shall remain with the premises at the termination of this Lease and become the property of the Lessor. Liability for cost of replacing or repairing any part of the building or the premises contained therein damaged by Lessee or Lessee's agents or employees shall rest solely with Lessee.

- 4) Lessee shall not encumber or assign this Lease or sublet the premises or any part thereof without prior written consent of Lessor. No action of Lessor in collecting rent from any subtenant, assignee, or occupant shall constitute a waiver thereof.
- 5) Lessee agrees to hold Lessor harmless and to assume full liability for any loss or damage whatsoever to any person or property occurring on or in said premises and arising out of, by reason of, or during Lessee's use, possession, and occupy of the premises, except such loss or damage to persons other than Lessee caused by sole negligence or intentional acts of Lessor or of third person.
- 6) If Lessee shall default in making any payments after reasonable notice or in keeping and performing the terms and conditions of this Lease or shall abandon or fail to use or occupy the premises or shall become bankrupt or insolvent, Lessor may reenter premises immediately and take possession thereof and at its option, terminate this Lease with respect to all future rights of Lessee, and Lessee hereby expressly waives any notice in writing of intention to reenter.
- 7) In case the building or any part thereof is destroyed or partially destroyed by fire or other casualty not arising from the fault or negligence of Lessee or those employed by Lessee, Lessor shall repair the damage within a reasonable period of time, due allowance being made for delays beyond control of Lessor, and rent shall abate proportionately to the extent that the premises are untenable, but in the event the damage shall be so extensive that the building and/or premises cannot be substantially restored within ninety (90) days, either Lessor or Lessee shall have the option to terminate this Lease upon thirty (30) days' written notice to the other from date of damage, whereupon this Lease shall terminate and Lessee shall pay rent up to the date of damage, and thereafter both Lessor and Lessee shall be free and discharged of all further obligations hereunder.
- 8) Lessor or its agent shall have reasonable rights to entry for the performance of any of its obligations hereunder, including right to show premises to a prospective tenant or buyer, but no obligation to repair shall be implied from such right or such entry.
- 9) Each of the parties hereto agrees, at least sixty (60) days before the expiration of this Lease, to give the other party notice in writing of intention to renew or to extend this Lease.

10) All notices, demands, and communications under the terms and conditions of this Lease shall be given in writing and sent by registered mail to Robert's-Glad VFW Post 1727, 36558 410<sup>th</sup> Avenue, Aitkin, MN 56431 on behalf of Lessor; and to Sarah Pratt or her designee, 204 1<sup>st</sup> Street NW, Aitkin, MN 56431.

11) The Lessor shall be responsible for any maintenance and repair to the building, surrounding property, and any such equipment as is part of the building.

All cleaning of the premises occupied by the Lessee shall be completed by the Lessee.

12) The Lessor shall be responsible for, and shall pay as they become due, all taxes and assessments upon said premises.

13) Lessee agrees to abide by all rules and regulations covering the restricted use of areas not covered by the terms of this Lease and any regulations covering the health and safety of all tenants or visitors within the buildings, as may be established by Lessor.

14) Lessee shall not display any signs, advertisements, or notices in or on any part of the building without prior written consent of Lessor.

15) Additional Terms and Conditions

a. Lessor shall grant Lessee limited access to the Bar Room area and Commanders Office. This limited access shall be limited to two (2) identified individuals by the Lessee for access to circuit breakers panels.

b. Lessor shall be responsible for the installation of two (2) new LT ceiling propane heaters prior to occupancy by the Lessee. The Lessor shall be responsible to install two (2) lockable hasps with padlocks on the bifold passage and to install three (3) new lock sets in doors to VFW Hall.

c. The Lessor shall ensure security camera in Dining Room has been disabled and wiring disconnected prior to occupancy of Lessee.

d. The Lessor shall be responsible for removing all furniture from Dining Room prior to occupancy.

e. The Lessor shall be responsible for having Paul Bunyan Communications bring fiber optic internet to exterior of the building prior to occupancy by the Lessee.

- f. The Lessor will conduct meetings in the Bar Room only once a month. The meetings will be on the third Monday of the month between 6:30 p.m. and 10:00 p.m.
  - g. No pets or animals are allowed on the property except as permitted pursuant to Aitkin County's Policy.
- 16) If any terms or condition of this Lease is illegal, invalid, or unenforceable under present or future laws effective during the term of this Lease, it is the intention of both Lessor and Lessee that the remainder of this Lease shall not be affected thereby and that in lieu of each such term or condition, there be added as part of this Lease a term or condition as similar as may be possible and be legal, valid, and enforceable.
- 17) A waiver of any term or condition of this Lease by Lessor shall not be deemed to imply or constitute a further waiver of such breach or a waiver of any other term or condition contained herein.
- 18) All terms and conditions of this Lease shall completely bind and inure to the benefit of the heirs, legal representatives, successors, and assigns of both Lessor and Lessee.
- 19) This Lease may be terminated by either Lessor or Lessee, with or without cause, upon sixty (60) days' written notice directed to the other party pursuant to Paragraph 10 above-written.
- 20) This Lease constitutes the entire agreement and understanding between the Parties with regard to the subject herein described. It includes any attachments and addenda, and supersedes all prior negotiations, understandings, and agreements between the Parties. Both Lessor and Lessee hereby acknowledge and agree to be bound by the terms and conditions set forth.

IN WITNESS WHEREOF, the Parties have executed this Lease as of the date first above-written. Each Party warrants that they have the legal authority to enter into this Lease and have done so voluntarily.

LESSORS:

BY: \_\_\_\_\_

BY: \_\_\_\_\_

LESSEE:

\_\_\_\_\_ AITKIN \_\_\_\_\_ COUNTY

BY: \_\_\_\_\_

Chairperson, County

BY: \_\_\_\_\_

County Auditor

Approved as to Form and Execution this

\_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_

County Attorney