

Special School Board Meeting
Friday, February 11, 2022 11:30 AM

Montevideo Middle School Board Room
2001 William Avenue
Montevideo, MN 56265

Agenda

1. Call to Order
 - 1.1. Roll Call of Members Present
2. Explanation of the call
3. Approval of the agenda
4. Action Items
 - 4.1. Approve Lease
5. Interviews
6. Adjournment

LEASE AGREEMENT

BY AND BETWEEN

DOUBLE D DEVELOPMENT OF MONTEVIDEO, LLC

(“LANDLORD”)

AND

MONTEVIDEO PUBLIC SCHOOLS

(“TENANT”)

FOR SPACE AT

2002 Black Oak Avenue, Montevideo, MN 56265

Dated: February 11, 2022

LEASE AGREEMENT

THIS INDENTURE OF LEASE made and entered into this 11th day of February, 2022, by and between DOUBLE D DEVELOPMENT OF MONTEVIDEO, LLC, a Minnesota limited liability company, hereinafter called "Landlord" and MONTEVIDEO PUBLIC SCHOOLS, hereinafter called "Tenant".

NOW THEREFORE, in consideration of the mutual terms and conditions of this Lease, Landlord and Tenant agree as follows:

Section 1. LEASED PREMISES:

Landlord leases to Tenant the following described premises, ("leased premises") situated in the City of Montevideo, County of Chippewa, State of Minnesota, 2002 Black Oak Avenue, as is without any other representations or warranties other than in this Lease. The leased premises are located within the real property legally described on Exhibit A attached hereto (the "Property").

The leased premises shall consist of that portion of the current approximately 38,400 square foot building located on the Property consisting of 12,500 square feet remodeled and 4,400 square feet addition as per attached drawing on Exhibit C attached hereto, which leased premises totals 16,900 square feet.

The leased premises and parking areas are shown on "Exhibit C Site Plan" attached hereto. All of the leased premises are subject to zoning ordinances, building and use restrictions.

Section 2. TERM:

2.1 This Lease shall be for a term of ten years (120 months), commencing on the date that (a) Landlord completes all of the improvements set forth on Exhibit D attached hereto (the "Improvements"), (b) Landlord has provided written notice thereof to Tenant of such completion of the Improvements, and (c) Tenant provides written notice to Landlord of Tenant's acceptance of the Improvements, which acceptance shall not be unreasonably withheld, delayed, or conditioned (collectively, the "Commencement Date") and terminating on the last day of the month in which the tenth (10th) anniversary of the Commencement Date shall occur (the "Termination Date"). Landlord shall undertake commercially reasonable efforts to complete the Improvements as soon as possible but in all events Landlord shall complete the Improvements as follows: complete remodel of existing space on or before July 1, 2022; and complete the new addition by August 1, 2022.

2.2 The Tenant will have an option to purchase the Property after one (1) year of the Lease. The purchase option shall continue during the term of the Lease. In the event that Landlord and Tenant are unable to agree on the purchase price of the Property, the Lease shall continue pursuant to the terms herein.

Section 3. RENT:

3.1 In consideration of the Leased premises, Tenant agrees to pay an **annual Base Rent** in the amount of **\$168,000.00**, plus Tenant will pay for 44% of the cost of real estate taxes for the Property ("Tenant's Pro

Rata Share”), plus Tenant shall pay its pro rata share (44%) of the insurance for the Property, and 44% of, Annual Property sprinkler inspection/repairs, snow removal, and mowing for the Property. Electric and gas are individually metered, and water and sewer will be individually metered and billed direct by utility to the Tenant,. Rent for a partial month shall be pro rated.

3.2 Base Rent. Base Rent will be \$9.94 per square foot billed at \$14,000.00 per month (“Base Rent”).

Section 4. ACCEPTANCE OF PROPERTY AND TITLE :

Landlord represents and warrants that it has full right and authority to enter into this Lease for the full term hereof: and further that it is, or will be prior to the commencement of this Lease, lawfully in possession of the entire premises described in Section 1 above; that it will deliver the leased premises free and clear of all tenancies or occupancies.

Section 5. DELIVERY OF POSSESSION:

5.1 Delivery of possession of the leased premises subject to the terms and conditions of this Lease shall be made to Tenant immediately upon the Commencement Date. .

5.2 Once the lease is signed, Tenant is authorized by Landlord, to move items in the leased premises prior to the Commencement Date.

Section 6. USE;

6.1 The Tenant shall not use or occupy or permit the leased premises to be used or occupied, nor do or permit anything to be done in or on the leased premises, to make void or voidable any insurance then in force with respect thereto, or “which will” make it impossible to obtain fire or any other insurance by the Landlord, or will cause or be likely to cause structural damage to the building or any part thereof, or which will constitute a public or private nuisance, and shall not use or occupy or permit the leased premises to be used or occupied in any manner which will violate any present or future laws or regulations of any governmental authority.

6.2 Notwithstanding the foregoing or anything to be contrary contained in this lease, Landlord acknowledges and agrees that Tenant shall be allowed to use the leased premises for the business of operating a public school district and educational and school purposes and such use shall not be considered a breach of the terms of this lease.

Section 7. QUIET ENJOYMENT:

The Tenant, upon compliance with the terms and conditions of the Lease, shall quietly have and enjoy the leased premises during the term of this Lease without hindrance or molestation by anyone claiming by or through the Landlord, subject, however, to the provisions and conditions of this Lease.

Section 8. MAINTENANCE AND REPAIRS:

Tenant shall, at Tenant’s sole cost and expense, keep the leased premises and every part thereof in good condition and repair (damage thereto from causes beyond the reasonable control of Tenant and from ordinary wear and tear are expected).

Tenant will keep all overhead doors and openers in good operating condition. Tenant will keep in operating condition all lighting fixtures and HVAC units located entirely in the leased premises. Tenant shall maintain and keep in operating condition adequate fire safety equipment to include an annual inspection of such equipment.

Notwithstanding the foregoing, Landlord shall be solely responsible (subject to tenant's obligation to pay its pro rat share as hereinbefore provided) to maintain in good repair and condition or replacement all structural portions of the building, all building systems serving the entire building, and all exterior portions of the Property.

Section 9. CONDITIONS OF PREMISES:

Tenant shall keep the leased premises in a neat, clean and sanitary condition and will neither commit nor permit any waste thereon. Tenant accepts the property in as is condition, provided that Landlord shall be responsible for the Improvements.

Section 10. SNOW REMOVAL, ETC.:

Landlord is responsible for the building snow removal, grounds maintenance and weed control. Tenant will be charged back prorated 44% for the common areas and Tenant will be charged back at 100% for specific areas used exclusively by the Tenant and their customers.

Section 11. UTILITIES:

1. Tenant shall pay for their utility costs including gas, electric, water and sewer. When utility is not billed direct to the Tenant, but to the Landlord, then in those cases the Landlord will pay and bill back to the Tenant. Tenant will be responsible for utility costs using these calculations:
 - a. 100% when supplied or metered, and billed to the Premises Rentable Area, or
 - b. Their prorated share (44%) when supplied or metered, and billed for the entire Building Rentable Area, or
2. Tenant responsible for any garbage and waste disposal costs.

Section 12. TAXES:

Landlord is responsible for Real Estate Taxes. Tenant shall be charged back 44% of the total building Real Estate Taxes for the property including the leased premises as provided for in Section 3 herein with monthly payments with rent as provided for in Section 3 herein. Landlord shall provide Tenant with a copy of the RE Tax Statement.

Section 13. INSURANCE AND INDEMNITY:

Landlord shall provide insurance for the building subject to Tenant responsibility to pay 44% of the cost in monthly payments with rent as provided for in Section 3 herein. Tenant shall provide Landlord with a copy of their insurance for the business with Double D Development of Montevideo, LLC as additional insured.

Section 14. IMPROVEMENTS:

Tenants shall have the right to make alterations to leased premises at its sole cost and expense provided, nevertheless, that any such alterations shall be of good workmanship and materials and shall not reduce the size or strength of the then existing improvements. Tenants shall obtain the approval of the Landlord before proceeding with such alterations. Landlord shall not unreasonably withhold approval of such improvements.

Section 15. CONDEMNATION:

If all or part of the leased premises is condemned for public use, then upon such actual taking this Lease, at the option of the Landlord or the Tenant, shall become null and void, and the term herein granted shall terminate anything to the contrary hereof notwithstanding.

Section 16. RIGHT OF ENTRY BY LANDLORD:

The Landlord and its representatives may enter the leased premises at any reasonable time in order to examine it, to show to prospective purchasers or tenants, or to make such decoration, repairs, alterations, improvements or additions as the Landlord deems necessary or desirable.

Section 17. DEFAULT:

17.1 Right to Reenter In the event of any failure to Tenant to pay any rental due hereunder within thirty (30) days after the same shall be due, or any failure to perform any other of the terms, conditions or covenants of this Lease to be observed or performed by Tenant for more than thirty (30) days after written notice of such default shall have been given to Tenant (unless such default is not reasonably capable of being cured within such period, in which event Tenant shall have such long period as reasonably required to cure such default), or if Tenant shall abandon said premises, then Landlord beside other rights or remedies it may have, shall have the immediate right to reentry and may remove all persons and property from the leased premises and such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of Tenant, all without service or notice or restore to legal process and without being deemed guilty of trespass, or becoming liable for any loss or damage which may be occasioned thereby.

17.2 Right to Relet: Should Landlord elect to re-enter, as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, it may either terminate this Lease or it may from time to time without terminating the Lease, make such alterations and repairs as may be necessary in order to relet the premises, and re-let said premises or any part thereof for such term or terms (which may be for a term extending beyond the term of this Lease) and at such rental or rentals and upon such other terms and conditions as landlord in its sole discretion may deem advisable. Landlord shall relet the leased premises in a commercially reasonable manner; upon such reletting all rentals received by the Landlord from such reletting shall be applied, first to the payment of any indebtedness other than rent due hereunder, and the residue, if any, shall be held by landlord and applied in payment of future rent as the same may become due and payable hereunder. If such rentals received from such reletting during any month be less than that to be paid during that month by Tenant hereunder, Tenant shall pay any such deficiency to Landlord. Such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of said premises by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention to be given to Tenant or unless the termination thereof be decreed

by a court of competent jurisdiction. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach. Should Landlord at any time terminate this Lease for any breach, in addition to any other remedies it may have, it may recover from Tenant all damages it may incur by reason of such breach, including the cost of recovering the leased premises, reasonable attorney's fees, and including the worth at the time of such termination of the excess, if any, of the amount for rent and charges equivalent to rent reserved in the Lease for the remainder of the stated term over the ten reasonable rental value of the leased premises for the remainder of the stated term, all of which amounts shall be immediately due and payable from Tenant to Landlord.

17.3 Legal Expenses: In case suit shall be brought for recovery of possession of the leased premises, for the recovery of rent or any other amount due under the provisions of this Lease, or because of the breach of any other covenant herein contained on the part of Tenant or Landlord to be kept or performed, and a breach shall be established, the non-prevailing party shall pay to the prevailing party all expenses incurred, therefor, including a reasonable attorney's fee.

Section 18. INDEMNIFICATION OF LANDLORD OR TENANT:

If Landlord or Tenant pays a sum of money for property damage or personal injury resulting from the failure of the Tenant or Landlord, as the case may be, to observe or perform any covenant of the Lease required to be performed by the Tenant or Landlord, as the case may be, the sum so paid by the Landlord or Tenant, as the case may be,, together with all costs, damages and reasonable attorney's fees, shall be considered additional rent or a credit against rent, as the case may be,, due in the month succeeding such payment and collectible at such time.

Section 19. LANDLORD'S CONSENT REQUIRED TO ASSIGN:

Tenant shall not have the right to assign this Lease or sublet said premises or any part thereof without the written consent of said Landlord, which consent shall not be unreasonably withheld.

Section 20. WAIVER:

Nothing herein contained or the failure on the part of Landlord or its agent to strictly enforce either or any of the terms or provisions hereof or the acceptance of rent shall operate or be deemed as a waiver by Landlord of any such terms or provision of any part of this Lease, or of any rights which may accrue to Landlord by reason of the failure or neglect of Tenant strictly to comply with each and every one of the terms and provisions hereof on Tenant's part to be kept, observed and performed.

Section 21. CUMULATIVE RIGHTS:

Lease covers in full each and every obligation of every kind and this nature whatsoever from the Tenant to the Landlord concerning the premises hereby leased, and statute, law or custom of the state in which said premises are situated to the contrary notwithstanding. All rights and remedies of Landlord or Tenant under this Lease shall be cumulative, and none shall be exclusive of any rights or remedies allowed by law.

Section 22. ATTORNEY'S FEES:

If Tenant or Landlord should breach this Lease Agreement in a material way, Landlord or Tenant, as the

case may be, shall be awarded its costs and reasonable attorney fees in pursuit of its remedies for the breach.

Section 23. SUBORDINATION/RIGHTS OF TENANT:

This lease and any renewal thereof shall at all times be subordinate to any and all mortgages, trust deeds, bond issues or other forms of financing to which the property of the leased premises are a part, may be subject or become subject, and the Tenant agrees to execute such further assurances of such subordination when and if requested by the Landlord; all provided that Tenant is granted normal non-disturbance rights.

Section 24. SAVINGS CLAUSE:

If any term, clause or provision of this Lease shall be adjudicated by a Court to be invalid, the validity of any other clause or provision in this Lease shall not be affected thereby.

Section 25. PERSONAL PROPERTY OF TENANT:

It is mutually agreed that all personal property on the leased premises, including merchandise of every kind, nature and description, furnishings, trade fixtures, (but expressly excluding equipment installed by the Landlord, if any) and all other property hereafter placed or kept on the leased premises by Tenant, are and shall continue to be the sole property of the Tenant. Tenant may during the term of this Lease or any extension thereof, remove any furniture, fixtures or equipment as the Tenant may deem necessary or desirable in the operation of its business.

Upon the termination of this Lease, Tenant shall have the right to remove all of its property including merchandise of every kind, nature and description, furniture and trade fixture.

Section 26. LANDLORD'S CONSENT:

In any case where the consent or approval of the Landlord is required to be obtained by Tenant under this Lease, such consent or approval will not be unreasonably withheld or delayed. No such consent or approval shall be valid unless the same shall be in writing and signed by a duly authorized officer of Landlord.

Section 27. LANDLORD'S WORK:

27.1 Landlord shall complete all of Landlord's work, as described in Exhibit D. All Landlord's work shall be done in a good and workmanlike manner and in compliance with all applicable Laws, ordinances, building and safety codes, regulations and orders of the federal, state, county or other governmental authorities having jurisdiction thereof.

Section 28. NOTICE:

Any notice under this Lease must be in writing and must be sent by registered or certified mail to the latest address of the parties to whom the notice is to be given, as designated by such party in writing. The Landlord hereby designates its address as follows:

Double D Development of Montevideo, LLC
P. O. Box 191
Montevideo, MN 56265

Tenant hereby designates its address as follows:

Montevideo Public Schools
2001 William Avenue
Montevideo, M 56265
Attention: Wade McKittrick, Superintendent
Email: wmckittrick@montevideoschools.org

With Copy to:
Kennedy & Graven, Chartered
150 South Fifth Street, Suite 700
Minneapolis, MN 55402
Attn: Peter A. Martin
Email: pmartin@kennedy-graven.com

Section 29. NO PARTNERSHIP:

The Landlord does not, in any way or for any purpose become a partner of Tenant in the conduct of their business, or otherwise, or engage in a joint venture with the Tenant, or in a relationship or principal and agent. In addition, no fiduciary relationship shall be implied.

Section 30. SUCCESSORS AND ASSIGNS BINDING EFFECT;

This Lease shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Section 31. AUTHORITIES OF PARTIES;

If either Landlord or Tenant is a corporation, each individual executing this Lease on behalf of said corporation represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of said corporation, in accordance with a duly adopted resolution of the board of directors of said corporation or in accordance with the bylaws of said corporation and that this Lease is binding upon said corporation in accordance with its terms.

Section 32. ENVIRONMENTAL CONDITIONS: SEE ATTACHED EXHIBIT B.

Tenant accepts the property "As Is" as of the Commencement Date, subject to latent defects.

32.1 Tenant and Landlord acknowledge and agree that (i) portions of the Property are known to be contaminated by Hazardous Substances as disclosed in the environmental reports furnished or to be furnished to Tenant, or obtained by or available to Tenant, pursuant to this Lease (such reports hereinafter the "***Environmental Inspection Items***") and such contamination hereinafter the "***Known Contamination***");

(ii) MPCA is a party with Landlord to a Corrective Action Agreement dated July 19, 2006 (as may be amended from time to time, the "CAA") and has approved a remedial action plan as described in the Remedial Action Implementation Report dated February 2, 2011 and prepared by MidAmerica Technical & Environmental Services, Inc. (as may be amended from time to time, the "**Response Action Plan**") respecting the Known Contamination, as deemed necessary by the MPCA; (iii) after the Commencement Date, Landlord will need to continue to perform Landlord's obligations to the MPCA under the CAA, including sampling of the groundwater monitoring wells at the Property and completing any additional investigation and/or remediation or mitigation that the MPCA may require in the future, including without limitation if required by the MPCA installing and operating additional monitoring wells, vapor sampling ports, equipment or remediation or mitigation systems at the Property, conducting additional soil and groundwater sampling, conducting sub-slab or other vapor sampling in the Building, etc. (such obligations, collectively, "**Landlord's Ongoing Obligations**"); and (iv) except for Landlord's Ongoing Obligations, the performance and completion of which shall be subject solely to the satisfaction and approval of the MPCA and Landlord, Landlord shall have no responsibility for completing any investigation, remediation, reporting or other environmental activity whatsoever related to the Property, whether on or off the Property and whether related to the Known Contamination or any other condition of the Property.

32.2 Tenant, at no out-of-pocket expense to Tenant, shall fully cooperate with and support Landlord in completing Landlord's Ongoing Obligations in a timely and cost-effective manner, including without limitation providing access to the Property, providing to Landlord free of charge such electricity, water and outside storage, if any, as Landlord needs to complete the Ongoing Obligations, and cooperating with Landlord in obtaining the MPCA's approval of, and recording in the Chippewa County title records, any environmental Covenant (as defined below) required by the MPCA. Tenant shall not initiate communications with the MPCA regarding Landlord's Ongoing Obligations without Landlord's advance approval. Landlord shall provide to Tenant copies of reports submitted to the MPCA concerning Landlord's Ongoing Obligations and shall keep the Property free and clear of any liens arising out of Landlord's performance of Landlord's Ongoing Obligations. Tenant shall not hinder or allow others to hinder Landlord's efforts or commit or allow any act or omission that would reasonably be expected to damage or impede access to any monitoring wells, vapor sampling ports or other component of Landlord's investigation, remediation or mitigation systems, or otherwise unreasonably interfere with or materially increase the cost of Landlord's Ongoing Obligations. In the event that Landlord incurs additional costs as a result of any such act or commission of Tenant or any of Tenant's employees or agents, or as a result of Hazardous Substances used or released at the Property by Tenant or any of its employees or agents, Tenant shall be responsible for such additional costs. At such time as Landlord no longer needs to use the monitoring wells or any other component of Landlord's investigation, remediation or mitigation systems to satisfy Landlord's Ongoing Obligations, Landlord shall properly seal all such monitoring wells and may, in its sole discretion, either remove or abandon in place such other components of Landlord's investigation, remediation or mitigation systems and upon any such abandonment, title thereto shall immediately vest in the then-current owner of the Property.

32.3 At and after the Commencement Date, and until Landlord has completed all of Landlord's Ongoing Obligations (including recording any Environmental Covenant, hazardous substance affidavit or other instrument that MPCA requires), Tenant shall not transfer fee title to the Property or any interest therein to any person or entity unless prior to any such transfer (i) the prospective transferee has agreed in writing to promptly, upon the request of Tenant or Landlord, consent and subordinate its interest to the Environmental Covenant or, in the case of a proposed transfer of fee title to all or any portion of the Property to execute such Environmental Covenant or other instrument if required by the MPCA, (ii) the prospective transferee

acknowledges and affirms in writing such transferee's release of Landlord from Claims as provided in the Deed, (iii) in the case of a proposed transfer of fee title to all or any portion of the Property the Prospective transferee has agreed in writing to assume Tenant's obligations under this Agreement with respect to Landlord's Ongoing Obligations, (iv) Tenant has delivered a copy of such agreements to Landlord, and (v) Landlord has agreed in writing that Tenant has fulfilled its obligations under this Section 11.6, which agreement shall not be unreasonably withheld, conditioned or delayed. All such agreements with a proposed transferee shall identify Landlord as an intended third-party beneficiary with the right to enforce such agreements directly against the transferee.

SIGNATURE PAGE

TENANT:

By: _____
Wade McKittrick, Superintendent
For Montevideo Public Schools

LANDLORD:

By: _____
For: Double D Development of Montevideo, LLC

EXHIBIT A
LEGAL DESCRIPTION

EXHIBIT A

Legal Description

Real property in the City of Montevideo, County of Chippewa, State of Minnesota, described as follows:

The Northeast Quarter of the Northwest Quarter of the Northeast Quarter (NE1/4 of NW1/4 of NE1/4), Section Seventeen (17), Township One Hundred Seventeen (117) North, Range Forty (40) West of the 5th Meridian, Chippewa County, Minnesota, EXCEPT One (1) acre described as follows:

Beginning at the Northwest corner of said Northeast Quarter of the Northwest Quarter of the Northeast Quarter (NE1/4 of NW1/4 of NE1/4); running thence East Three (3) chains and Sixteen (16) links; thence South Three (3) chains and Sixteen (16) links; thence West Three (3) chains and Sixteen (16) links; thence North Three (3) chains and Sixteen (16) links to the place of beginning;

ALSO EXCEPT: The West 16.5 feet of the above described Land, as deeded to the City of Montevideo in Quit Claim Deed dated May 12, 2005, recorded June 6, 2005, as Document No. A000265351.

(Abstract Property)

Address: 2002 Black Oak Avenue, Montevideo, Chippewa County, Minnesota.

PID: 70-817-1205

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CCRG7320856.HIC3P618940897

EXHIBIT B
ENVIRONMENTAL

EXHIBIT B

Identity, Quantity and Location of Contamination

Certain solvents were detected at the property in 2002 during the abandonment of a sub-surface concrete tank that was used for solvent storage. An initial environmental investigation and remediation at the site revealed some solvent concentrations above regulatory standards. The site was entered in the Minnesota Hazardous Waste Program in 2003. Additional environmental investigations, including several soil borings and monitor wells were installed to define the extent of impacts in and around the concrete tank. Results of soil and groundwater samples indicated results above the applicable state regulatory levels.

The company entered into an agreement with the State in July of 2006 that required the site to be investigated and remediated in accordance with the State's cleanup program. Consequently, a groundwater monitor well network was installed. Periodic sampling, testing and excavation was conducted in 2008 to remove the tank and impacted soil. Not all soil sources of contamination could be removed due to inaccessibility. To reduce the contaminants from the remaining impacted soils, a soil vapor extraction system was installed in October 2008 which was marginally effective and subsequently shut down.

In 2013, the applicable regulatory standards changed, and the State wanted more information and additional investigation. More soil borings were installed for collection of soil, groundwater, and vapor samples. Additional monitoring wells were installed in 2016 and subsequently sampled to vertically delineate contaminants. Test results indicated the depth of the contaminants is defined and the lateral extent is limited to the site property. From 2016 through 2018, sub-slab vapor samples were collected from under the building. Those results showed vapor concentrations below levels that required active vapor mitigation. In 2017 the State required sub slab vapor sampling at the adjacent residential property. The work was done in 2018 through 2019 and those results also showed sub slab vapor concentrations below levels that required active vapor mitigation.

The current requirements are that the owner/responsible party conduct semi-annual groundwater monitoring for the site and semi-annual sub slab vapor sampling for the residential property to monitor concentration trends and degradation over time.

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EXHIBIT D
LANDLORD IMPROVEMENTS

- 7 classrooms that are each approximately 1,000 square feet in size;
- A Minnesota Department Health certified serving kitchen;
- Classroom space for ECSE, Occupational Therapy, Physical Therapy, Speech Pathology;
- Eight offices;
- Laundry facilities;
- Staff meeting space;
- Restrooms;
- Defined storage space;
- A 4,400 square foot addition which must be finished with a minimum of 2,200 square foot large motor skill space, 3 educational spaces, 1 restroom, and storage space;
- Completed parking spaces and second entrance/exit to north end of building;
- Improvements to existing garage space;

The renovations/improvements must be in compliance with space details as set forth by Genesis Architecture.

The renovations to the building and the addition must meet all code requirements and qualify for Minnesota Department of Health licensing for childcare.