

STATE OF MINNESOTA
MONITORING EQUIPMENT SITE LEASE

LEASE NO. **PC0054**

This Lease Agreement is between **City of Marshall** (LESSOR) and the State of Minnesota, **Department of Administration**, (LESSEE) acting for the benefit of the **Pollution Control Agency**.

WHEREAS, LESSOR and LESSEE, in consideration of the rents, covenants and considerations hereinafter specified, do hereby agree each with the other as follows.

1. **LEASED PREMISES** LESSOR grants and LESSEE accepts the use of the following Leased Premises as a pollution control-monitoring site in the City of Marshall, Lyon County, Minnesota 56258.
 - 1.1 The site will occupy a 16-foot by 16-foot square area (256-sq. ft.) outside the runway clear zone at the northwest end of the Southwest Minnesota Regional Airport Runway 12/30 in Marshall, Minnesota. The Monitoring Shelter will be placed approximately 90 feet southeast from the existing MALSR building. (See Attachment A)
2. **TERM** This Lease Agreement is for a term of five years commencing January 1, 2020 and continuing through December 31, 2024.
3. **RENT** LESSEE shall pay to LESSOR five hundred twenty and 00/100 dollars (\$520.00) for each quarter, payable within 30 days of the end of each quarter.
4. **DUTIES OF LESSOR**
 - 4.1 LESSOR shall provide LESSEE with access to the Leased Premises.
 - 4.2 LESSOR shall provide LESSEE with electrical service to operate the monitoring equipment
5. **DUTIES OF LESSEE**
 - 5.1 LESSEE shall pay for the electricity used for the monitoring site directly to the utility company upon LESSEE'S receipt of invoice from the utility company.
 - 5.2 LESSEE shall pay for the cost of any necessary electrical equipment and its installation.
 - 5.3 LESSEE shall furnish all materials and services required for its use of the Leased Premises.

- 5.4 LESSEE shall maintain the Leased Premises in reasonably good condition and state of repair during its tenancy.
- 5.5 LESSEE shall surrender the Leased Premises to LESSOR upon termination in the condition it was in at the start of LESSEE's tenancy, except for reasonable wear and damage by the elements.
- 5.6 LESSEE shall be responsible for any repairs to the Leased Premises caused by removal of its monitoring equipment at termination of this Agreement.
6. **LIABILITY** LESSEE shall be liable for injury to or loss of property or personal injury or death caused by an act or omission of an employee of LESSEE in the performance of this contract, under circumstances where LESSEE, if a private person, would be liable to the claimant in accordance with Minn. Stat. §3.736. Nothing in this Agreement is intended to be construed as a waiver of the Minnesota Tort Claims Act, Minn. Stat. §3.736, and other law, legislative or judicial, limiting governmental liability.
7. **TERMINATION** Either party for any reason may terminate this Agreement at any time upon giving thirty (30) days prior written notice of termination to the other party.
8. **COMPLIANCE WITH OTHER LAWS** This Agreement does not authorize any noncompliance with applicable local, state and federal laws, rules or ordinances.

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

LESSOR:

CITY OF MARSHALL

Lessor certifies that the appropriate person(s) have executed the Lease on behalf of Lessor as required by applicable articles, bylaws, resolutions or ordinances.

By _____ By _____

Title _____ Title _____

Date _____ Date _____

STATE ENCUMBRANCE VERIFICATION

Individual signing certifies that funds have been encumbered as required by Minn. Stat. § 16A.15, and 16C.05

By  _____

Date 11/4/19 _____

Swift ID No.: 168620 PO#: 3000025358
AI#: 228643 PRO20190113

APPROVED:

ATTEST:

STATE OF MINNESOTA

MINNESOTA POLLUTION CONTROL AGENCY

By _____

Title _____

Date _____

LESSEE:

STATE OF MINNESOTA

DEPARTMENT OF ADMINISTRATION

COMMISSIONER *Delegated to:*

By _____

Title _____

Date _____

