

STATE OF MINNESOTA
MONITORING EQUIPMENT SITE LEASE

LEASE NO. **PC0070**

This Lease Agreement is between **City of Marshall**, 344 West Mian St., Marshall, MN 56258 (LESSOR) and the State of Minnesota, **Department of Administration**, (LESSEE) acting for the benefit of the **Minnesota Pollution Control Agency**, 520 Lafayette Road North, St. Paul, Minnesota 55155.

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 an Air Monitoring site in the City of Marshall, Lyon County Blue, 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. (Reference Attachment A)

2. **TERM** This Lease Agreement is for a term of 60 months commencing January 1, 2025 and continuing through December 31, 2029 (“Lease Term”).

3. **RENT** LESSEE shall pay to LESSOR at the end of each quarter in accordance with the rent schedule set forth below, End of each quarter is defined as March 31, June 30, September 30, December 31.), payable within 30 days of the end of each quarter.

| Lease period: | Quarterly rent payment: | Total for Lease period: |
|-----------------------------------|-------------------------|-------------------------|
| January 1, 2025-December 31, 2025 | \$546.00 | \$2,184.00 |
| January 1, 2026-December 31, 2026 | \$573.30 | \$2,293.20 |
| January 1, 2027-December 31, 2027 | \$601.96 | \$2,407.84 |
| January 1, 2028-December 31, 2028 | \$632.06 | \$2,528.24 |
| January 1, 2029-December 31, 2029 | \$663.67 | \$2,654.68 |

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 to LESSOR a fee for electrical usage to operate the monitoring equipment which is included in the rent amount referred to in Clause 3.

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, tear 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.

5.7 LESSEE shall access monitoring site while district staff are present onsite and scheduled in advance during approved business hours when students are not present.

6. **LIABILITY** LESSOR and LESSEE 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. LESSEE'S liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minn. Stat. §3.736, and other applicable law.

7. **TERMINATION** This Lease may be terminated by either party for any reason at any time upon providing thirty (30) days prior written notice of termination to the other party.

8. **GOVERNMENT DATA PRACTICES ACT COMPLIANCE**

8.1 LESSOR must comply with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, as it applies to all data provided by LESSEE in accordance with this Lease and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by LESSOR in accordance with this Lease. The civil remedies of Minnesota Statutes, section 13.08, apply to LESSOR and LESSEE.

8.2 Minnesota Statutes, Chapter 13, provides that all government data is public unless otherwise classified. If LESSOR receives a request to release the data referred to in this Section, LESSOR must immediately notify LESSEE and consult with LESSEE as to

how LESSOR should respond to the request. LESSOR's response shall comply with applicable law, including that the response is timely. If LESSOR denies access to the data, LESSOR's response must reference the statutory basis upon which LESSOR relied. LESSOR does not have a duty to provide public data to the public if the public data is available from LESSEE.

9. **COMPLIANCE WITH OTHER LAWS** This Agreement does not authorize any noncompliance with applicable local, state and federal laws, rules or ordinances.
10. **ENTIRE AGREEMENT** This Lease contains all covenants and agreements between LESSOR and LESSEE relating in any manner to the Rent, LESSEE's use and occupancy of the Leased Premises, and other matters set forth in this Lease. No prior agreements or understandings pertaining thereto shall be valid or of any force or effect and the covenants and agreements of this Lease shall not be altered, modified or amended except in writing signed by LESSOR and LESSEE.
11. **HEADINGS** The titles to Sections of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.
12. **EXECUTION IN COUNTERPARTS** The Lease may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts of this Lease taken together shall constitute but one and the same Lease. Delivery of an executed counterpart of this Lease by facsimile or email or a PDF file shall be equally as effective as delivery of an original executed counterpart of this Lease.
13. **NOTICES**
- 13.1 All notices or communications between LESSOR and LESSEE shall be in writing and deemed to have been given upon the occurrence of one of the following methods of delivery to the address noted in Section 13.2 below.
- a. when personally delivered to the addressee, or
 - b. on the second business day after sender has deposited the registered or certified mailing with the US Postal Service,
 - c. one (1) business day after deposited with an overnight courier service, or
 - d. via electronic mail to: (enter LESSOR'S email address) (provided such delivery or attempted delivery is confirmed).

13.2 **Mailing Addresses:**

LESSOR:
City of Marshall
344 West Main Street

LESSEE:
Department of Administration
Real Estate and Construction Services

Marshall, MN 56258
Attn: Steven Anderson (City Clerk)

50 Sherburne Ave, Room 309
St Paul MN 55155
With a copy to:
Minnesota Pollution Control Agency
520 Lafayette Rd. N
St. Paul, MN 55115
Attn: Kurt Anderson (EAO Supervisor)

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 _____

City Clerk

Title _____

Date _____

LESSEE:

STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
COMMISSIONER

Delegated to:

By _____

Title _____

Date _____

APPROVED:

STATE OF MINNESOTA
MINNESOTA POLLUTION CONTROL
AGENCY

By _____

Title _____

Date _____

STATE ENCUMBRANCE VERIFICATION

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

By _____
Kurt Saular

November 6, 2024

Date _____

SWIFT P.O. No. 3000036713

Contract No. : 258592

Account Code 411001

Funding: 2800 R3234014 R32E106

AI#: 228643 PRO20240589

Attachment A

City of Marshall Airport Mont. Site
PC0070

