

St. Paul

APR 04 2011

Sewer

STATE OF MINNESOTA
MONITORING EQUIPMENT SITE LEASE

LEASE NO. **PC0016**

This Lease Agreement is between the City of St. Paul, Department of Public Works (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 St. Paul, Ramsey County, Minnesota.

The ambient air quality monitoring site consists of a 32X42 foot fenced in area approximately one thousand three hundred forty four (1344) square feet in size, located at Sewage Pump Station No. 2 at 1450 Red Rock Road.

2. **TERM** This Lease Agreement is for a term of five years commencing April 1, 2011 and continuing through March 30, 2016.

3. **RENT** LESSEE shall pay to LESSOR three hundred fifteen and zero/100 dollars (\$315.00) per quarter, payable within 30 days of the end of each quarter.

4. **DUTIES OF LESSOR** LESSOR shall provide LESSEE with access to the Leased Premises.

5. **DUTIES OF LESSEE**

- 5.1 LESSEE shall pay for the cost of any necessary electrical equipment and its installation.
- 5.2 LESSEE shall furnish all materials and services required for its use of the Leased Premises.
- 5.3 LESSEE shall maintain the Leased Premises in reasonably good condition and state of repair during its tenancy.

- 5.4 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.
- 5.5 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** 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, and LESSOR'S liability shall be governed by Minn. Stat., Ch. 466 and all laws applicable thereto.
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 ST. PAUL

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 Risa A. Keith

Title Assistant City Attorney

Date 3/16/11

By [Signature]

Title Rich Lallier, Director
Department of Public Works

Date 3-14-11

By [Signature]

Title Todd Hurley, Director
Office of Financial Services

Date 3-21-11

APPROVED:

STATE OF MINNESOTA

MINNESOTA POLLUTION CONTROL
AGENCY

By Mark Schmitt

Title Asst Dir. Director

Date 3/29/11

LESSEE:

STATE OF MINNESOTA

DEPARTMENT OF ADMINISTRATION
COMMISSIONER

Delegated to:

By [Signature]

Title Asst CEO, OSD

Date 29 MARCH 2011

STATE ENCUMBRANCE VERIFICATION

*Individual signing certifies that funds have been
encumbered*

as required by Minn. Stat. § 16A.15. and 16C.05

By [Signature]

Date 3/8/11

CFMS Contract No. 354155

260-22200-6801

Cc: Department of Administration, Real Estate
and Construction Services