

**To: HONORABLE MAYOR AND CITY COUNCIL.**

**FROM: Dave Maroney, City Administrator.**

**SUBJECT: *Joint Powers Agreement (MN DNR).***

**DATE: May 2, 2019.**

**BACKGROUND.**

The City of Cannon Falls and the State of Minnesota (Department of Natural Resources) have previously approved a Joint Powers Agreement that grants the City use of storage space in a building owned by the State – see accompanying Agreement. In return for providing certain services, the City is allowed use of a portion of the building rent-free. The Agreement expires June 30, 2019 and the State is offering to extend the term for an additional five (5) years with no other changes to the Agreement. The Police Department currently uses storage space in the building and support extending the term to allow for continued use.

**REQUESTED COUNCIL ACTION.**

Staff recommends and request approval to extend the term of the *State of Minnesota Joint Powers Agreement* from July 1, 2019 to June 30, 2024.

## STATE OF MINNESOTA JOINT POWERS AGREEMENT

This agreement is between the State of Minnesota, acting through the Department of Natural Resources, Division of Fisheries, (STATE OF MINNESOTA) and the City of Cannon Falls, hereinafter referred to the CITY.

### Recitals

Under Minnesota Statute § 471.59, subdivision 10, the STATE OF MINNESOTA is empowered to engage such assistance as deemed necessary.

### Agreement

#### 1 Term of Agreement

- 1.1 **Effective date:** July 1<sup>st</sup>, 2019 or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration date:** June 30th, 2024, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

#### 2 Agreement between the Parties

This agreement stipulates that the City will be granted the use of storage space at the Gemini Aquatic Management Area in return for terms specified in No. 3. below. The storage space referred to is a 4+ stall garage owned by the State and located in Goodhue County T.112,R.17,S.7,SW ¼. (UTM Zone 15: E 506772 N 1929356). A location map is provided as Exhibit A, which is attached and incorporated into this agreement.

The City will occupy the northwest-most stall of the garage and will gain entrance through the existing walk-in door and overhead door. The remaining stalls of the garage will be occupied by the State. The State will pay for electricity costs. All City property will be stored inside the garage and no items will be stored outside of the building.

#### 3 Consideration of Payment

The consideration for this Agreement shall be of mutual benefit to the CITY and the STATE. The City will not be charged any monetary rental fee for the use of this storage space, however, payment will be made as in-kind services including: 1) occasional mowing along the entrance driveway and hard surface parking areas. Mowing should be frequent enough to maintain grass height to less than 10 inches and to prevent encroachment of unwanted plant species in the describe areas; 2) occasional snow plowing in winter months when access to the site is needed by State or City personnel (public motor vehicle access to the site is needed by State or City personnel (public motor vehicle access in the winter will not be cause for snow plowing; 3) regular visits to the site (approximately once per week) to ensure a routine observation for any problems that may occur; and 4) prompt notification to State if any vandalism, trash, or other problems are noticed at the site.

#### 4 Authorized Representatives

The STATE'S Authorized Representative is Don Matthys, Regional Operations Services Program Supervisor, 1200 Warner Rd, St. Paul, MN 55106, 651.259.5778, [don.matthys@state.mn.us](mailto:don.matthys@state.mn.us), or his successor.

The CITY'S Authorized Representative is The City Administrator – Cannon Falls, 306 Mill Street, Cannon Falls, MN 55009, (507) 263-3954.

#### 5 Assignment, Amendments, Waiver, and Contract Complete

- 5.1 **Assignment.** The STATE may neither assign nor transfer any rights or obligations under this agreement without the prior consent of the CITY and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.
- 5.2 **Amendments.** Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.
- 5.3 **Waiver.** If the CITY fails to enforce any provision of this agreement, that failure does not waive the provision or its right to enforce it.
- 5.4 **Contract Complete.** This agreement contains all negotiations and agreements between the STATE and the CITY. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.

Storage Building

Mill Towns State Trail

Ninth Street

Cannon Valley Fairgrounds



Contract No. NR30008

**CITY OF Cannon Falls**

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

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**STATE OF MINNESOTA  
DEPARTMENT OF ADMINISTRATION  
COMMISSIONER**

Delegated to:

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**APPROVED  
STATE OF MINNESOTA  
DEPARTMENT OF NATURAL RESOURCES**

By [Signature]

Title REGIONAL MANAGER

Date 12/26/2018

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

By [Signature]

Date 12/26/18

Contract No. NR30008

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