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**LEVANDER,  
GILLEN &  
MILLER, P.A.**

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ATTORNEYS AT LAW

TIMOTHY J. KUNTZ  
DANIEL J. BEESON  
\*KENNETH J. ROHLF  
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◊\*DONALD L. HOEFT  
DARCY M. ERICKSON  
DAVID S. KENDALL  
BRIDGET McCAULEY NASON  
DAVID B. GATES  
•  
HAROLD LEVANDER  
1910-1992  
•  
ARTHUR GILLEN  
1919-2005  
•  
• ROGER C. MILLER  
1924-2009

\*ALSO ADMITTED IN WISCONSIN  
◊ALSO ADMITTED IN NORTH DAKOTA  
◊ALSO ADMITTED IN MASSACHUSETTS  
◊ALSO ADMITTED IN OKLAHOMA

## MEMO

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**TO: Mayor and Councilmembers**  
**FROM: Timothy J. Kuntz, City Attorney**  
**DATE: May 31, 2012**  
**RE: Joint Powers Agreement with Dakota County for Maintenance of GIS  
Database Containing Road Names and Addresses – June 5, 2012 Council  
Meeting; Agenda Item 8(b)**

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**Section 1. Background.** Minnesota Statutes § 163.02 authorizes Dakota County to name county roads located in Dakota County. Minnesota Statutes § 412.221 authorizes the City of Sunfish Lake to name city roads and assign addresses located in the City of Sunfish Lake. The City and Dakota County wish to maintain a common GIS database of addresses and road names for their mutual benefit for emergency dispatch and other purposes and wish to set forth their respective roles and responsibilities and the terms and conditions of their understanding by entering into a Joint Powers Agreement.

**Section 2. Council Action.** The Council is asked to consider the attached Joint Powers Agreement between Dakota County and the City of Sunfish Lake for Maintenance of GIS Database Containing Road Names and Addresses at the June 5, 2012 City Council meeting.

The Joint Powers Agreement also asks that the City designate an appropriate individual staff person to have the primary responsibility for assigning road names and addresses. In the Joint Powers Agreement that particular person is identified as the “road naming and addressing authority”. A Resolution naming Don Sterna for this position is attached.

Attachments

**CITY OF SUNFISH LAKE  
DAKOTA COUNTY, MINNESOTA**

**RESOLUTION NO. 12-\_\_\_\_\_**

**RESOLUTION APPROVING A JOINT POWERS AGREEMENT BETWEEN DAKOTA  
COUNTY AND CITY OF SUNFISH LAKE FOR MAINTENANCE OF GIS DATABASE  
CONTAINING ROAD NAMES AND ADDRESSES**

**WHEREAS**, Minnesota Statutes § 163.02 authorizes the county to name county roads located in Dakota County.

**WHEREAS**, Minnesota Statutes § 412.221 authorizes the city to name city roads and assign addresses located in the City of Sunfish Lake.

**WHEREAS**, the City and County wish to maintain a common GIS database of addresses and road names for their mutual benefit for emergency dispatch and other purposes and wish to set forth their respective roles and responsibilities and the terms and conditions of their understanding by entering into a Joint Powers Agreement.

**NOW, THEREFORE, BE IT RESOLVED**, as follows:

- 1.) The Council hereby approves the attached Joint Powers Agreement between the County of Dakota and City of Sunfish Lake for Maintenance of GIS Database Containing Road Names and Addresses.
- 2.) The Council authorizes the Mayor and City Clerk to execute the Joint Powers Agreement on behalf of the City.

Passed this 5<sup>th</sup> day of June, 2012.

\_\_\_\_\_  
Richard A. Williams Jr., Mayor

ATTEST:

\_\_\_\_\_  
Catherine Iago, City Clerk

**JOINT POWERS AGREEMENT  
BETWEEN THE COUNTY OF DAKOTA  
AND  
CITY OF SUNFISH LAKE  
FOR MAINTENANCE OF GIS DATABASE  
CONTAINING ROAD NAMES AND ADDRESSES**

This Joint Powers Agreement (the Agreement) is entered into on \_\_\_\_\_ 2012, by and between the County of Dakota, a political subdivision of the State of Minnesota, Dakota County Administration Center, 1590 Highway 55, Hastings, Minnesota, 55033, hereinafter referred to as COUNTY, and the City of Sunfish Lake, a Minnesota municipal corporation, 369 Salem Church Road, MN, 55118, hereinafter referred to as the CITY, pursuant to the authority contained in Minn. Stat. § 471.59.

**WHEREAS**, Minn. Stat. § 471.59 authorizes local governmental units to jointly or cooperatively exercise any power common to the contracting parties; and

**WHEREAS**, Minn. Stat. § 163.02 authorizes the COUNTY to name COUNTY roads located in the COUNTY; and

**WHEREAS**, Minn. Stat. § 412.221 authorizes the CITY to name CITY roads and assign addresses located in the CITY; and

**WHEREAS**, the CITY and COUNTY wish to maintain a common GIS database of addresses and road names for their mutual benefit for emergency dispatch and other purposes and wish to set forth their respective roles and responsibilities and the terms and conditions of their understanding.

**NOW, THEREFORE**, in consideration of the mutual promises and benefits that they will derive from this Agreement, the COUNTY and the CITY do hereby agree as follows:

**ARTICLE 1  
PURPOSE**

The purpose of this Agreement is to define the terms and conditions pursuant to which the COUNTY and the CITY will establish and maintain a common GIS database containing all addresses and road names within the city and Dakota County.

**ARTICLE 2  
TERM**

**2.1 Effective Date.** The term of this Agreement shall commence on the last signature that this Agreement was executed by either party.

**2.2 Expiration Date.** This Agreement shall remain in full force and effect until terminated pursuant to Article 10 of this Agreement.

**ARTICLE 3  
COOPERATION**

The COUNTY and the CITY agree to cooperate and use their reasonable efforts to ensure prompt implementation of the various provisions of this Agreement and to, in good faith, undertake resolution of any dispute in an equitable and timely manner.

**ARTICLE 4  
RESPONSIBILITIES OF THE CITY**

**4.1 DESIGNATE ROAD NAMING AND ADDRESSING AUTHORITY.** The CITY will designate an individual staff with primary responsibility for naming roads and assigning addresses on roads over which the CITY has jurisdiction. This individual will be the primary contact for any questions or issues regarding road names and addresses on city roads.

**4.2 ASSIGN NEW ROAD NAMES AND ADDRESS.** All requests for new addresses and road names over which the CITY has jurisdiction will be directed to the Road Naming and Addressing Authority in that city. The Road Naming and Addressing Authority will assign road names and addresses that conform to the appropriate road naming and addressing system and identify and engage any other CITY staff to obtain formal approval, if necessary.

**4.3 UPDATE ROAD NAME AND ADDRESS DATABASE.** The CITY Road Naming and Addressing Authority will update the road name and address database using tools or procedures approved by the COUNTY prior to actually releasing the new road names and addresses to the property owner or developer.

**4.4 PARTICIPATE IN ROAD NAMING AND ADDRESSING COMMITTEE.** The CITY Road Naming and Addressing Authority will represent CITY on the Road Naming and Addressing Committee.

**4.5 NOTIFICATIONS.** After updating the county road name and address database, the CITY will be responsible for notifying any CITY departments, the property owner or developer, the U.S. Postal Service, and all other appropriate contacts except those notified by the COUNTY as stated in NOTIFICATIONS in Article 5 of this Agreement, of new road names and addresses.

**ARTICLE 5  
RESPONSIBILITIES OF THE COUNTY**

**5.1 DESIGNATE ROAD NAMING AUTHORITY.** The COUNTY will designate an individual staff with primary responsibility for naming roads over which the COUNTY has jurisdiction. This individual will be the primary contact for any questions or issues regarding road names on county roads.

**5.2 DESIGNATE ROAD NAME AND ADDRESS DATABASE ADMINISTRATOR.** The COUNTY will designate an individual with primary responsibility for administering the road name and address database. The database administrator will be responsible for managing all access to the database and related applications.

**5.3 ASSIGN NEW ROAD NAMES.** All requests for new road names for roads over which the COUNTY has jurisdiction will be directed to the COUNTY Road Naming Authority. The COUNTY Road Naming Authority is responsible for assigning road names that conform to the COUNTY road naming system and identifying and engaging any other COUNTY staff to obtain formal approval, if necessary.

**5.4 UPDATE ROAD NAME AND ADDRESS DATABASE.** The COUNTY Road Naming Authority will update the road name and address database using COUNTY supplied tools for COUNTY roads. The COUNTY Road Naming Authority will also perform updates for township roads prior to providing new road names and addresses to a township, which subsequently releases the new road names and addresses to the property owner or developer.

**5.5 COORDINATE ROAD NAMING AND ADDRESSING COMMITTEE.** The COUNTY Road Naming Authority will represent COUNTY on the Road Naming and Addressing Committee and will act as the Chair of the Committee. Committee will meet as needed to discuss issues related to maintaining and distributing the database.

**5.6 DEVELOP, HOST, AND MAINTAIN DATABASE EDITING APPLICATIONS.** The COUNTY is responsible for developing and hosting applications providing direct editing capabilities to the county-wide road and address GIS database.

**5.7 PERFORM QUALITY ASSURANCE TESTING.** The COUNTY will create and perform systematic testing and validation procedures to identify any issues and potential issues related to assigned addresses and road names. These issues will be documented and provided to the appropriate CITY Road Naming and Addressing Authority for resolution.

**5.8 DISTRIBUTE ROAD NAME AND ADDRESS DATABASE.** The COUNTY will be responsible for distributing road name and address database for use in other organizations and systems, including; LOGIS (Computer Aided Dispatch system), CJIIN (Records Management System), MetroGIS (for further distribution), CITY Information Technology staff (for integration into city applications), and others as needed. Distribution will be accomplished through standardized formats and procedures with an emphasis on automation to make the distribution as streamlined as reasonably possible.

**5.9 NOTIFICATIONS.** After confirming updates to the county road name and address database, the COUNTY will be responsible for notifying other COUNTY departments and the Dakota Communications Center or its successor of new road names and addresses.

## **ARTICLE 6 THE ROAD NAMING AND ADDRESSING COMMITTEE**

There is hereby created a Road Naming and Addressing Committee. CITY and COUNTY will participate in the proceedings of this committee through their respective Road Naming and Addressing Authorities who shall sit as members of the committee. The committee will be chaired and organized by the COUNTY to discuss any issues related to assigning road names and addresses and related applications and databases. The Chair will call for a meeting of the committee members upon a request by two or more committee members.

## **ARTICLE 7 LIMITATION OF LIABILITY AND HOLD HARMLESS**

**7.1** Neither the COUNTY nor CITY is responsible for the independent acts and/or omissions of the other party, or their officers, employees, or agents nor, is either responsible for the independent acts and/or omissions of other cities that enter into the same or similar Agreements with the COUNTY for street naming and address assignment.

**7.2** It is the intent of the parties that each party including their respective public safety agencies shall be responsible for any claims or liabilities arising from the negligent, willful, or intentional acts or omissions of their respective public safety personnel without contribution from the other party to this Agreement.

**7.3** Each party agrees to indemnify, defend, and hold harmless the other party, its agents, officers, and employees from all claims whatsoever that may arise against the other party (including, their public safety agencies) as a result of the negligent, willful or intentional acts or omissions of the party or their respective public safety personnel;

**7.4** Each party shall process and defend, at its own expense and without contribution from the other party, any and all claims of whatsoever kind or nature, with respect to the party's acts or omissions of services or otherwise in response to E911 or emergency or non-emergency requests for services, including any claims that allege information in the county road name and address database is not accurate.

7.5 It is understood and agreed that the provisions of the Municipal Tort Claims Act, Minn. Stat. Ch. 466, and other applicable laws govern liability arising from a party's acts or omissions. Each party warrants that they have an insurance or self-insurance program and that each has minimum coverage consistent with the liability limits contained in Minn. Stat. Ch. 466

## ARTICLE 8 AUTHORIZED REPRESENTATIVES AND LIAISONS

8.1 **AUTHORIZED REPRESENTATIVES.** The following named persons are designated the authorized representatives of the parties for purposes of this Agreement. These persons have authority to bind the party they represent and to consent to modifications and subcontracts, except that the authorized representative shall have only the authority specifically or generally granted by their respective governing board or council. Notice required to be provided pursuant to this Agreement shall be provided to the following named persons and addresses unless otherwise stated in this Agreement, or in a modification of this Agreement:

TO THE COUNTY: Dakota County  
Lynn Thompson  
Physical Development Division Director  
14955 Galaxie Avenue  
Apple Valley, MN 55124

TO THE CITY: City of Sunfish Lake  
~~Richard Williams~~ *Catherine Iago*  
Mayor *City Clerk / Administrator*  
~~369 Salem Church Road~~ *7378 Jordan Ave S.*  
~~Sunfish Lake, MN 55118~~ *Cottage Grove, MN 55016*

In addition, notification to the COUNTY regarding termination of this Agreement by the other party shall be provided to the Office of the Dakota County Attorney, 1560 Highway 55, Hastings, Minnesota 55033.

8.2 **LIAISONS.** To assist the parties in the day-to-day performance of this Agreement and to ensure compliance and provide ongoing consultation, a liaison shall be designated by the COUNTY and the CITY. The COUNTY and the CITY shall keep each other continually informed, in writing, of any change in the designated liaison. At the time of execution of this Agreement, the following persons are the designated liaisons:

COUNTY Liaison: Randy Knippel  
Telephone: (952) 891-7080  
Randy.knippel@co.dakota.mn.us

CITY Liaison: Name: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_

## ARTICLE 9 MODIFICATIONS

Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, approved by the parties respective governing bodies and signed by the authorized representatives of the COUNTY and the CITY.

## **ARTICLE 10 TERMINATION**

Either party may terminate this Agreement for cause by giving seven days' written notice or without cause by giving thirty (30) days' written notice of its intent to terminate to the other party. If the termination is for cause, the notice shall specify the circumstances warranting termination of the Agreement. Cause shall mean a material breach of this Agreement and any supplemental agreements or amendments thereto. Notice of Termination shall be made by certified mail or personal delivery to the authorized representative of the other party. Termination of this Agreement shall not discharge any liability, responsibility or right of any party, which arises from the performance of or failure to adequately perform the terms of this Agreement prior to the effective date of termination.

## **ARTICLE 11 MINNESOTA LAW TO GOVERN**

This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings related to this Agreement shall be venued in the County of Dakota, State of Minnesota.

## **ARTICLE 12 MERGER**

This Agreement is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon and shall supersede all prior negotiations, understandings, or agreements.

## **ARTICLE 13 SEVERABILITY**

The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement unless the part or parts that are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to either party.

## **ARTICLE 14 DATA PRACTICES AND CONFIDENTIALITY**

The parties agree to comply with the provisions of the Minnesota Government Data Practices Act and its implementing rules and any other privacy laws that apply to any data collected, created, received kept or shared by either party under this Agreement.

## **ARTICLE 15 DISPOSITION OF PROPERTY**

When this Agreement is terminated, each party may retain any address and street name data or records that were created, shared or distributed to it pursuant to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) indicated below.

APPROVED AS TO FORM:

 7/27/12  
Assistant County Attorney Date

COUNTY OF DAKOTA

By \_\_\_\_\_

Date of Signature: \_\_\_\_\_

CITY OF SUNFISH LAKE

By \_\_\_\_\_

Date of Signature: \_\_\_\_\_

Dakota County #C0023730  
County Board Res. No. 12-150  
K-11-412.013

K11-412.013 JPA with City of Sunfish Lake (JRS)



**CITY OF SUNFISH LAKE  
DAKOTA COUNTY, MINNESOTA**

**RESOLUTION NO. 12-\_\_\_\_\_**

**RESOLUTION NAMING DON STERNA OF WSB & ASSOCIATES, INC.  
AS THE ROAD NAMING AND ADDRESSING AUTHORITY FOR THE  
CITY OF SUNFISH LAKE**

**WHEREAS**, the City of Sunfish Lake and Dakota County entered into a Joint Powers Agreement for Maintenance of GIS Database Containing Road Names and Addresses (the Agreement).

**WHEREAS**, the Agreement calls for the City to designate an individual as the “road naming and addressing authority”.

**WHEREAS**, Don Sterna, through WSB & Associates, Inc., serves as consulting engineer for the City of Sunfish Lake.

**NOW, THEREFORE, BE IT RESOLVED**, as follows:

- 1.) The Council hereby appoints Don Sterna or his designee as the road naming and addressing authority for the purpose of the Agreement.
- 2.) The Council may revoke this appointment at any time.

Passed this 5<sup>th</sup> day of June, 2012.

\_\_\_\_\_  
Richard A. Williams Jr., Mayor

ATTEST:

\_\_\_\_\_  
Catherine Iago, City Clerk

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**LEVANDER,  
GILLEN &  
MILLER, P.A.**

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## MEMO

\*ALSO ADMITTED IN WISCONSIN  
◊ALSO ADMITTED IN NORTH DAKOTA  
◊ALSO ADMITTED IN MASSACHUSETTS  
◻ALSO ADMITTED IN OKLAHOMA

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**TO: Mayor and Councilmembers**  
**FROM: Timothy J. Kuntz, City Attorney**  
**DATE: May 31, 2012**  
**RE: Ordinance Amending Subdivision Code re Street Identification and Designation – June 5, 2012 Council Meeting; Agenda Item 8(b)**

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**Section 1. Background.** This memo relates to the process for naming streets and assigning addresses. Under Minnesota Statutes § 412.221, Subd. 18, the Council has the power by ordinance to name streets in the City and to assign addresses. It is generally understood that the County has the power to name roadways over which the County has jurisdiction. The changes in the ordinance make clear that the City is exercising its power to name all City streets, other than those over which the County has jurisdiction. The ordinance also makes clear that the Council is the entity that has the final authority over the names and addresses.

Further, the ordinance ratifies the names of the streets and addresses that already exist.

Don Sterna's office is preparing a map that shows the street names and addresses. If the map is not ready by the time of the Council meeting, this particular item can be tabled until the July meeting.

**Section 2. Council Action.** The Council is asked to consider the attached Ordinance Amending Section 1306.02 (C)(1) and Section 1307.07(Q) of the Sunfish Lake Subdivision Ordinance Relating to City and County Street Identification and Designation.

Attachment

**CITY OF SUNFISH LAKE  
DAKOTA COUNTY, MINNESOTA**

**ORDINANCE NO. 12-\_\_\_\_\_**

**AN ORDINANCE AMENDING SECTION 1306.02 (C)(1) AND SECTION 1307.07(Q) OF  
THE SUNFISH LAKE SUBDIVISION ORDINANCE RELATING TO CITY AND  
COUNTY STREET IDENTIFICATION AND DESIGNATION**

The City Council of Sunfish Lake does hereby ordain:

**Section 1. Amendment of 1306.02(C)(1).** Sunfish Lake Subdivision Ordinance, Section 1306.02(C)(1) is hereby amended to read as follows:

1. Layout of proposed streets showing the right-of-way widths, centerline gradients, roadway widths, typical cross-sections and proposed names of streets in conformance with City ~~and County~~ street identification policies and County road identification policies. The name of any street heretofore used in the City or its environs shall not be used unless the proposed street is a logical extension of an already named street, in which event the same name shall be used.

**Section 2. Amendment of 1307.07(Q).** Sunfish Lake Subdivision Ordinance, Section 1307.07(Q) is hereby amended to read as follows:

- Q. Street Designation: Names of all ~~new~~ streets, other than County roads, shall be subject to City ~~and County~~ approval. Names of County roads shall be subject to County approval. The City shall assign addresses for properties on all streets other than County roads and the County shall assign addresses for properties along County roads. From time to time, the City shall appoint an individual to act as the road naming and addressing authority. This individual shall be primarily responsible for naming roads and assigning addresses for those streets where the City has the authority to assign names and addresses. The decisions of the road naming and addressing authority shall be subject to approval of the City

Council. The map entitled “\_\_\_\_\_,” dated \_\_\_\_\_, is hereby ratified and approved and shall, as amended from time to time, constitute the official map of the streets within the City, and the names of the streets and public ways and addresses shown thereon are ratified and approved. The map may be amended by resolution of the Council. The map is on file with the City Clerk.

**Section 3. Effective Date.** This Ordinance shall be effective from and after its passage and publication according to law.

Passed this 5<sup>th</sup> day of June, 2012.

\_\_\_\_\_  
Richard A. Williams, Jr., Mayor

Attest:

\_\_\_\_\_  
Catherine Iago, City Clerk