



License No. U-1717

# UNIVERSITY OF MINNESOTA

## PARKING LICENSE AGREEMENT

**THIS PARKING LICENSE AGREEMENT (“Agreement”)** is entered into effective December 1, 2023, (the **“Effective Date”**) by and between Regents of the University of Minnesota, a Minnesota constitutional corporation, through the Duluth campus Transportation and Parking Services department (**“University”**) and the City of Duluth, a municipal corporation created and existing under the laws of the State of Minnesota (**“City”**).

**WHEREAS**, University owns and operates Lot M1 located at 127 W. Elizabeth Street, Duluth, MN 55812, as depicted on the attached Exhibit A (the **“Parking Area”**); and

**WHEREAS**, City desires to use the Parking Area for its snow emergency community parking lot pilot program for residents in Duluth, Minnesota, where community members may park in designated city-owned or privately-owned areas free-of-charge during a declared snow emergency to avoid a ticket or a tow; and

**WHEREAS**, University agrees to grant to City a license to use the Parking Area for parking in accordance with the terms and conditions of this Agreement.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

### 1. Grant of License; Use.

1.1 University hereby agrees to cooperate with the City to allow Duluth residents to use the Parking Area for legal public parking during City-declared snow emergencies during the 2023-2024 winter season.

1.2 City shall communicate a declared snow emergency to Duluth residents no later than 4:00 PM per the schedule outlined on City’s [Snow Emergency](#) webpage, and to both University’s Duluth campus Police Department at [umdpd@d.umn.edu](mailto:umdpd@d.umn.edu) and University’s Transportation and Parking Services Department at [umdpark@d.umn.edu](mailto:umdpark@d.umn.edu) no later than 4:00 PM via email notice on the day that snow emergency removal operations are to begin.

1.3 City has the right to use the Parking Area in “AS IS,” “WHERE IS” condition, and University is under no obligation to make any alterations, additions, improvements, or decoration in or to the Parking Area.

1.4 University has the right, upon as much notice as is reasonably possible, to temporarily restrict or prohibit parking in the Parking Area (i) to maintain and repair the Parking Area; or (ii) for any other reasonable purpose. University has the right to change the points of ingress and egress to the Parking Area and to alter, expand or otherwise modify the Parking Area as reasonably required pursuant to its campus development activities and operations.

**2. Termination.** This Agreement may be terminated by either party at any time for any reason during the Term upon thirty (30) days' prior written notice to the other party.

**3. License Fee; Costs.** City shall pay a fee in the amount of \$0.00 for use of the Parking Area during the Term (the "Fee"). City shall be responsible for any costs incurred by University as a result of City's use of the Parking Area, including, without limitation, costs to repair damages thereto, or breach of its obligations under this Agreement.

**4. Maintenance; Taxes.** University shall perform routine maintenance to the Parking Area, in accordance with its regular schedule. City shall be responsible for coordinating with Duluth residents if and when University communicates that maintenance (including without limitation snow removal) is required. City shall be responsible for applicable taxes or other governmental charges and fees resulting from City's use of the Parking Area.

**5. Parking Enforcement.** University reserves the right to ticket and/or tow any Duluth resident-owned vehicles parked in the Parking Area after each snow emergency is complete.

**6. Environmental.** City shall comply with all environmental laws governing the use, generation, storage, transportation, release, disposal or handling of any hazardous substance, including, without limitation, the spill or leakage of oil and gasoline, in the Parking Area. In the event of a release of a hazardous substance, City shall promptly perform any and all actions necessary to prevent or minimize the spread of contamination to stormwater and stormwater catch basins. City shall be responsible for any damage and all remediation and clean-up costs arising out of the use, generation, storage, transportation, release, disposal or handling of any hazardous substance by City Parties (as defined below). As used herein, "**hazardous substance**" means any flammable material, explosives, radioactive materials, petroleum products, gasoline, diesel fuel, hazardous or toxic substances, or any waste or related materials, including without limitation anything included in the definition of "hazardous substances," "hazardous materials," "hazardous wastes," or "toxic substances" under any applicable federal, state or local law or regulation.

**7. Responsibility.** Subject to applicable law, including, with regard to the University, the Minnesota Tort Claims Act (MN Stat, §3.736), each party will be solely responsible for all claims, actions, and direct damages caused by the responsible party's negligence, willful wrong-doing, or breach of this Agreement.

**8. Insurance.** City is self-insured and shall provide to University a letter evidencing self-insured commercial general liability insurance with minimum limits of \$1,000,000 each occurrence and \$2,000,000 annual aggregate, automobile liability with minimum limits of \$1,000,000 combined single limit; Workers Compensation as required by law.

**9. Damage to Parked Vehicles; Injury.** City acknowledges and agrees that University shall provide no security for persons or parked vehicles in the Parking Area and has no responsibility for any loss or damage to any vehicle owned or operated by any of the City Parties (or to any personal property located in the vehicle) while utilizing the Parking Area. City releases University from any and all claims for injury, loss or damage to person or property occurring in or about the Parking Area for any cause whatsoever.

**10. Notices.** All notices, requests and other communications that a party is required or elects to deliver must be in writing and must be delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first class, certified or registered, postage prepaid, return receipt requested, to the other party at its address set forth below or to such other address as such party may designate by notice given pursuant to this section:

If to University: Regents of the University of Minnesota  
C/o Real Estate Office  
319 15<sup>th</sup> Avenue SE, Suite 451  
Minneapolis MN 55455  
[reo@umn.edu](mailto:reo@umn.edu)

With a copy to: University of Minnesota  
Office of the General Counsel  
Attn: Transactional Law Services Group  
200 Oak Street SE, Suite 360  
Minneapolis, MN 55455-2006  
Email: [contracts@mail.ogc.umn.edu](mailto:contracts@mail.ogc.umn.edu)

If to City: City of Duluth  
David Montgomery  
City Administrator  
City of Duluth  
411 West First Street, Room 418  
Duluth, MN 55802  
218-730-5039  
[dmontgomery@duluthmn.gov](mailto:dmontgomery@duluthmn.gov)

**11. Obligations at End of Agreement.** City shall, upon the expiration or earlier termination of this Agreement, cease use of the Parking Area, leaving it in as good a condition as when it took it, ordinary wear and tear and damage from the elements excepted, and remove all of its personal property therefrom. Personal property not removed by City will be considered abandoned, and University may dispose of it as it deems expedient without liability to City or others. City shall not alter the Parking Area in any way, including altering landscaping, shifting parking spaces/lines, or disturbing the natural environment.

**12. License Only and Termination.** City acknowledges that this Agreement represents a grant of a revocable license only, and not an easement or lease. If City fails to comply with any term, condition or covenant of this Agreement, University shall be entitled to immediately terminate this Agreement and exercise all other legal and equitable remedies available to University.

**13. Assignment.** This Agreement is not assignable. Any such assignment will be null, void and of no effect.

**14. Entire Agreement.** This Agreement constitutes the entire understanding between the parties with respect to City's use of the Parking Area, and supersedes all prior agreements, written or oral regarding the same.

**15. Survival.** City's obligations under Sections 6, 7 and 11 will survive the expiration or earlier termination of this Agreement.

**16. Counterparts; Electronic Delivery.** This Agreement may be signed in counterparts, each of which will constitute an original, and all of which together will constitute one fully executed Agreement. The executed counterparts of this Agreement may be delivered by electronic means, such as email, and the receiving party may rely on the receipt of such executed counterpart as if the original had been received.

**IN WITNESS WHEREOF,** the University and City hereby execute this Agreement on the day and year written below.

**Regents of the University of Minnesota**

**City of Duluth**

By:

By:

\_\_\_\_\_  
Name: Jon Dostal

\_\_\_\_\_  
Name: Roger Reinert

Title: Director of Leasing and Property  
Management

Title: Mayor

Date:

Date:

Attest:

\_\_\_\_\_  
City Clerk

Date Attested:

Countersigned:

\_\_\_\_\_  
City Auditor

Approved as to form:

\_\_\_\_\_  
City Attorney

## EXHIBIT A Parking Area

