

LICENSE NO. PW-69
DATE: April 18, 2025

**CITY OF SAINT PAUL
LICENSE AGREEMENT**

GRANTOR: City of Saint Paul Department of Public Works
c/o City Real Estate
1000 City Hall Annex,
25 W. 4th St.
Saint Paul, Minnesota 55102



GRANTEE: Ramsey County Department of Public Works
53 S. Owasso Blvd W.
Little Canada, MN 55117

- 1) **Grant of License.** Grantor, in consideration of the payment of the fee hereinafter specified to be paid by Grantee, and the covenants and agreements herein contained, does hereby license to Grantee the premises hereinafter referred to as the “Licensed Premises.”
- 2) **Licensed Premises.** The Licensed Premises is located within a 3-acre city-owned parcel of land located at 630 Pierce Butler Route (Parcel ID Nos. 26-29-23-44-0016 and 26-29-23-44-0003) (“City Property”).

The Licensed Premises consists of approximately 22,000 square feet of asphalt pavement at the north end of the city-owned parcel, as well as a designated vehicle access route across the parcel from Pierce Butler Route to the asphalt pavement area, as depicted in Exhibit A attached hereto and incorporated herein by this reference.

- 3) **Term.** This License will be in effect for a term commencing and ending on the dates indicated below, unless terminated earlier by Grantor or Grantee as provided herein.

<u>Term</u> <u>(Months/Years)</u>	<u>Commencing Date</u>	<u>Ending Date</u>
Month to month	April 14, 2025	October 31, 2025, or upon termination under the terms of this License

- 4) **Use.** Grantee may use and occupy the Licensed Premises for the following purpose and for no other purpose without the prior written consent of Grantor:

Storage of materials and items for staging:

- 1 porta potty
- 3 40'connexs
- 28 pallets of Vaults
- 12 Skids of 10 foot conduit(bundled)
- 28 rebar Cages for signals
- 12 10-foot Reels of conduit
- Steel for 4 traffic signals
- 80 light poles

2 skid steers

Equipment for sweeping debris and soils from within Licensed Premises.

The details of the uses permitted, and conditions of use under this License include the following:

- a. Site use hours: Grantee will make every practical effort to conduct operations in compliance with the City of Saint Paul Noise Ordinance, Chapter 293 of the Saint Paul Legislative Code. No work shall occur between the hours of 10 PM and 7 AM without a Sound Level Variance.
- b. Site demarcation: Grantee will install and maintain temporary construction fencing to denote the limits of the Licensed Premises, as depicted in Exhibit A.
- c. Site cleanliness: Grantee will police and tidy the site daily and respond in a timely manner to any complaints received by Grantee or through Grantor.
- d. Tree protection: Grantee will protect any trees and tree roots within the City Property or Licensed Premises from damage. No storage of equipment, supplies, material, or vehicles or parking within tree drip lines.
- e. Prevent offsite tracking: Grantee will daily clean debris and soils tracked off site. Grantee must have a source for sweeping. Sweeping activities must be accomplished with appropriate work zone traffic control for activities in the public right-of-way.
- f. Erosion control and discharge into storm sewer system: Grantee will comply with erosion, sediment, and inlet protection regulations. Failure to provide storm water runoff protection will result in revocation of the License in addition to all applicable fines and/or penalties.
- g. Failure to comply: Failure to comply with the above items is grounds for Grantor's Public Works Right-of-Way Inspector to order Grantee to vacate and restore the Licensed Premises within 24 hours or until the inspector deems compliance to be restored.
- h. Access: Grantee will only use the gate access at the southwesterly perimeter of the City Property to access the Licensed Premises.
- i. Hold Harmless: Grantee will hold Grantor harmless for any loss or damage to any building, products or equipment within the Licensed Premises or access route to the Licensed Premises across the City Property.
- j. Fencing: Grantee will restore any gate or fencing existing on the City Property to a condition equivalent to the status prior to Grantee occupying the Licensed Premises.
- k. Restoration: Upon completion of storage activities and use of the Licensed Premises, Grantee will at its own expense restore the Licensed Premises to substantially the same condition as existed prior to said activities. Grantee will remove all materials used to establish the temporary access to the paved area within the Licensed Premises and shall restore the nonpaved area to a natural state with graded dirt and native vegetation. The City Vegetation Management Supervisor will approve the products used.
- l. Illegal Activity: Grantee will inform the City Public Works Operations Manager (651-356-5388) if Grantee witnesses any obvious illegal action in the Licensed Premises or the adjacent City Property.

- 5) Fee. Grantee will pay to Grantor a fee of \$7,500.00 as soon as practical but no later than April 30, 2025. Grantee will pay the fee to Grantor at the following address:

City of Saint Paul
Public Works Operations Division
873 Dale Street
Saint Paul, MN 55117

- 6) **Insurance.** Grantor and Grantee each individually certify and agree that each is a duly authorized self-insured entity in accordance with Minnesota State law for purposes of general liability, property damage, and workers compensation claims; and furthermore, the Grantor and Grantee each affirm and reserve entitlement to all available immunities, defenses, and protections to the fullest extent provided by law.
- 7) **Indemnity.** Grantee hereby agrees to indemnify, protect and defend, and save and hold harmless Grantor, and its agents, employees and representatives, from any and all liability arising out of or related to the activities or use permitted under this agreement, including, without limitation, death or personal injury, property damage, trespass, lawsuits, actions or other claims of any kind, whether alleged or in fact and whether such claims arise from the activities of Grantor and its agents, volunteers and associates, or by acts of third parties.
- 8) **Pollution and Contaminants.** Grantee agrees to comply with all ordinances, laws, rules and regulations enacted by any governmental body or agency relating to the control, abatement or emission of air and water contaminants and the disposal of refuse, solid wastes or liquid wastes.

Grantee will bear all costs and expenses arising from compliance with said ordinances, laws, rules, or regulations and will indemnify, defend, save and hold harmless Grantor from all liability, including fines, forfeitures and penalties arising from the failure by Grantee to comply with such ordinances, laws, rules or regulations.

- 9) **Cancellation or Termination.** This License will be subject to cancellation and termination by Grantor or Grantee at any time during the term hereof by giving written notice to the other party at least thirty (30) days prior to the date when such termination will become effective. If Grantor terminates this License, Grantor must refund any amount previously paid by Grantee to Grantor for the period of cancellation.
- 10) **Surrender of Premises.** Grantee, at the expiration of said License term, or any sooner termination of this License, will quit peacefully and surrender possession of said Licensed Premises to Grantor on the date identified.
- 11) **Amendments.** The provisions of this License may be amended by mutual written consent of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year in this License first above-written.

GRANTOR:

N/A

Mayor or Deputy Mayor

N/A

City Clerk



Finance Director

Sean Kershaw

Department Director

Kyle J. Cotta

City Attorney (Form Approval)

Grantee:

RAMSEY COUNTY:

By: *Ling Becker*
Ling Becker (Apr 25, 2025 12:32 CDT)
Ling Becker, County Manager
Date: Apr 25, 2025

Recommended for approval:

By: *Brian Isaacson*
Brian Isaacson (Apr 25, 2025 11:22 CDT)
Brian Isaacson, Director of Public Works

Approved as to form:

By: *Kathleen Ritter*
Kathleen Ritter (Apr 24, 2025 16:01 CDT)
Assistant County Attorney












PW-69.License agreement.FINAL.04182025


Final Audit Report

2025-04-25

Created:	2025-04-21
By:	Bruce Engelbrekt (bruce.engelbrekt@ci.stpaul.mn.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAQDChCLOt63WFwSjOslb000Y2Hcnubjwc

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 Agreement completed.

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