

PUBLIC WORKS AND UTILITIES COMMITTEE

10-0622R

RESOLUTION AUTHORIZING A LICENSE AGREEMENT WITH THE  
DULUTH ECONOMIC DEVELOPMENT AUTHORITY (DEDA) TO DISPOSE  
OF SNOW ON PROPERTY OWNED BY DEDA.

CITY PROPOSAL:

RESOLVED, that the proper city officials are hereby authorized to execute a license agreement, substantially in the form of that on file in the office of the city clerk as Public Document No. \_\_\_\_\_, with the Duluth economic development authority (DEDA), to allow the city to dispose of snow from street plowing operations on certain DEDA-owned property known as the atlas site located adjacent to the old u.s. steel plant site.

Approved:

  
Department Director

Approved for presentation to council:

  
Chief Administrative Officer

Approved as to form:

  
Attorney

Approved:

  
Auditor

DEDA JC:bl 12/02/2010

STATEMENT OF PURPOSE: This resolution authorizes the city to execute a license agreement with DEDA, which allows the city to dispose of snow from its street plowing operations on DEDA property known as the Atlas Site located adjacent to the old U.S. Steel plant site.

## LICENSE AGREEMENT

THIS AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 2010, by and between the Duluth Economic Development Authority (DEDA) and the City of Duluth (CITY).

### LICENSE AND TERM

DEDA hereby grants to City a non-exclusive license upon the terms and provisions stated herein, and revocable at any time with or without cause in the sole discretion of DEDA to enter onto certain property known as the "Atlas Site" and as shown on Exhibit "A" attached hereto (the Licensed Premises). The term of this license will commence on December 21, 2010, or upon DEDA's receipt of a technical assistance letter from the Minnesota Pollution Control Agency (Technical Assistance Letter), whichever is later, and shall continue until May 1, 2011, unless earlier terminated, for the sole purpose of dumping snow removed from City public streets.

### COMPLIANCE WITH LAWS, PROTECTION OF OTHER PROPERTIES

During the term of this Agreement, City, its officers, agents, employees and invitees shall fully comply with all applicable laws. Neither City, its officers, agents, employees, or invitees, nor anyone accompanying City, its officers, agents, employees, or invitees shall deposit solid waste or liquid waste on or commit waste on or damage to the Licensed Premises or allow any public or private nuisance or other act or thing to take place, other than snow dumping on the Licensed Premises.

### INDEMNIFICATION

As lawful consideration for using the Licensed Premises, City agrees to defend, indemnify, and hold harmless DEDA and its officers, agents, servants and employees from and against any and all losses, liens, claims, actions, demands, liabilities, judgments, penalties, injunctive relief, injury to person(s) or damage to the Licensed Premises, costs, damages and expenses by reason of any actual or alleged act or omission of City or its employees, members, agents, volunteers or invitees in connection with or relating to City's use or occupancy of the Licensed Premises including spills, leaks and cross-contamination. Upon ten (10) days' written notice, City shall appear and defend all claims and lawsuits against DEDA growing out of any such injuries or damages. DEDA does not waive its immunities under state or federal law.

### ASSIGNMENT AND SUBLICENSING

The rights and obligations of City hereunder may not be assigned, subleased, sublicensed or in any other way transferred.

### INSURANCE REQUIREMENTS

During the term of this license, City, at its own cost and expense, shall self insure comprehensive liability and property damage insurance applicable to the Licensed Premises, and City agents, employees, servants, invitees or licensees, sufficient to protect the interests of DEDA with a combined single limit of at least \$1,500,000; for each occurrence \$500,000; and twice the limits provided when a claim arises out of the release or threatened release of a hazardous substance. DEDA shall be considered an additional insured.



If to City: Chief Administrative Officer  
City of Duluth  
411 West First Street  
402 City Hall  
Duluth, MN 55802

IN WITNESS WHEREOF, DEDA and City have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

DULUTH ECONOMIC DEVELOPMENT  
AUTHORITY

CITY OF DULUTH

\_\_\_\_\_  
President

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Secretary

Attest:

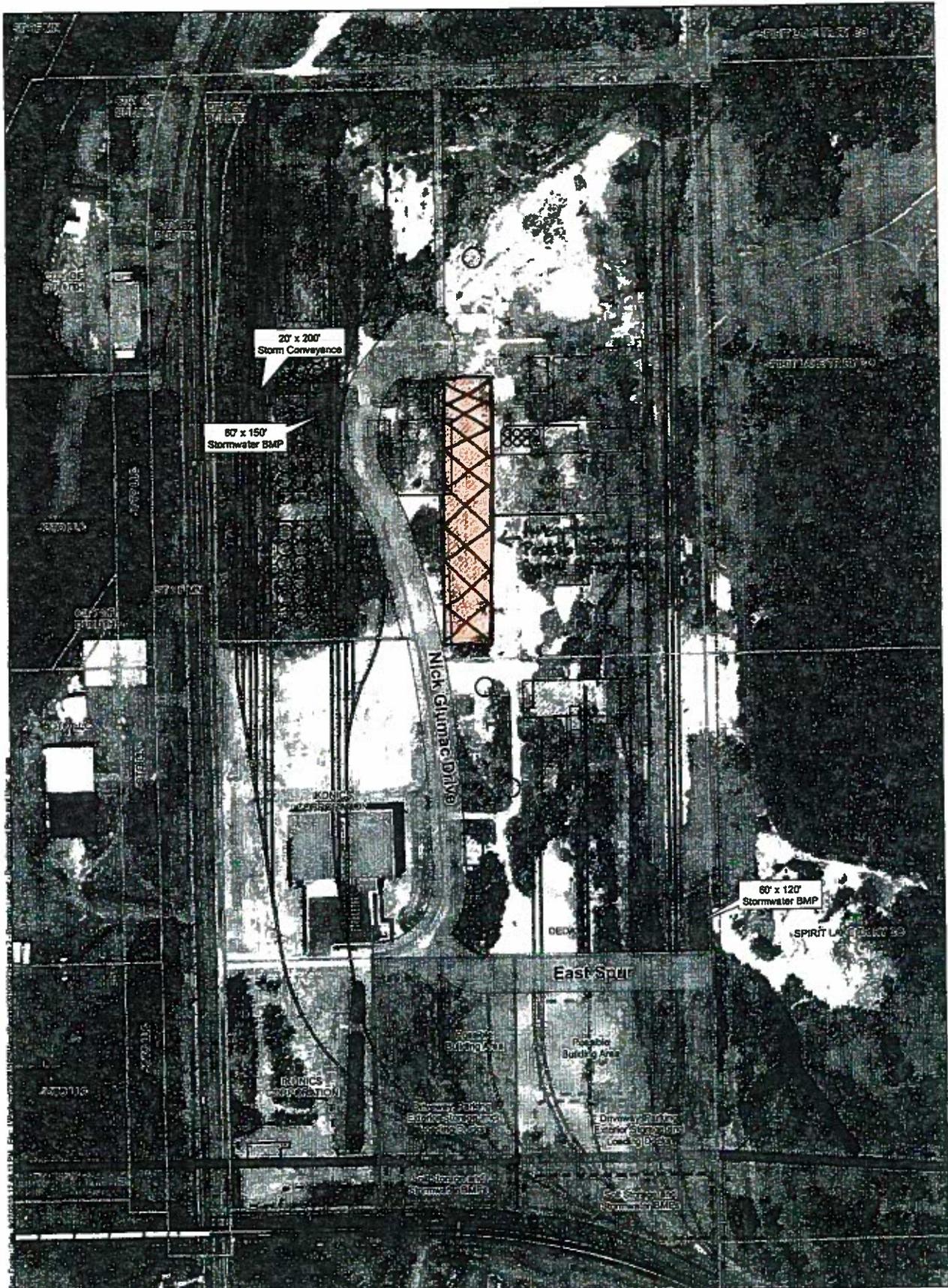
\_\_\_\_\_  
City Clerk

Countersigned:

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

Approved as to Form:

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



**Proposed Development Areas**

- Approximate Model Parcel
- Approximate Expansion Parcel
- Approximate Roadway and Infrastructure Development Area Envelope
- Stormwater Management Areas
- Possible Building Area
- Driveway, Parking, Exterior Storage and Loading Docks
- Soil Storage and stormwater BMPs

- Approximate Former Atlas Cement Plant Site
- IKONICS Study Area
- Parcels (with Titleholder)
- IKONICS Property
- Approximate Current Site Drainage
- Approximate Overhead Powerline
- Approximate Former Universal Atlas Property Boundary
- Former Railway
- Approximate Existing Soil Management Area
- Former Buildings  
(See Figure 2 in Appendix A for labeled historical structures)



Figure 2

PROPERTY LAYOUT/  
DEVELOPMENT PLAN  
Atlas Industrial Park Site  
DEDA  
Duluth, MN

**EXHIBIT A**