

**TO: MAYOR AND CITY COUNCIL**  
**FROM: NEIL JENSEN, City Administrator**  
**SUBJECT: Resolution 2565, MNDOT Limited Use Permit Park and Ride**  
**MEETING DATE: August 3, 2021**

**BACKGROUND**

MNDOT has an additional Limited Use Permit that need to be reissued. This is for the Park and Ride Facility that are in the MNDOT Right of Way on Highway 19.

**STAFF RECOMMENDATION**

Please make a motion to approve Resolution 2565 to approve and execute the resolution for the Limited Use Permit.

**REQUESTED COUNCIL ACTION**

Make a motion to approve Resolutions 2565 approving the Limited Use Permit with MNDOT for the Park and Ride Facilities.

**STATE OF MINNESOTA  
DEPARTMENT OF TRANSPORTATION**

**LIMITED USE PERMIT**

C.S. 2502 (T.H. 19)  
County of Goodhue  
LUP # 2502-0038  
Permittee: City of Cannon Falls  
Expiration Date: 06/11/2031

In accordance with Minnesota Statutes Section 161.434, the State of Minnesota, through its Commissioner of Transportation, ("MnDOT"), hereby grants a Limited Use Permit (the "LUP") to City of Cannon Falls, ("Permittee"), to use the area within the right of way of Trunk Highway No. 19 as shown in red on Exhibit "A", (the "Area") attached hereto and incorporated herein by reference. This Limited Use Permit is executed by the Permittee pursuant to resolution, a certified copy of which is attached hereto as Exhibit B.

**Park and Ride Facility**

This permit is for the purpose of constructing, maintaining, and operating a Park and Ride Facility, within the right of way of Trunk Highway 19, at the location shown in Exhibit "A".

The permittee agrees that this permit totally replaces and supersedes the previously issued permits affecting the Area, specifically: The first permit, #2502-005, was issued on October 6<sup>th</sup>, 1987 on CS 2502 (TH 19). The second permit, #2502-001, was issued on March 26<sup>th</sup>, 2002 on CS 2502 (TH 19). Upon issuance of this permit each of these earlier issued permits are cancelled.

In addition, the following special provisions shall apply:

**SPECIAL PROVISIONS**

1. **TERM.** This LUP terminates at 11:59PM on 06/11/2031 ("Expiration Date") subject to the right of cancellation by MnDOT, with or without cause, by giving the Permittee ninety (90) days written notice of such cancellation. This LUP will not be renewed except as provided below.

Provided this LUP has not expired or terminated, MnDOT may renew this LUP for a period of up to ten (10) years, provided Permittee delivers to MnDOT, not later than ninety (90) days prior to

the Facility using construction procedures compatible with the safe and efficient operation of the highway.

Upon completion of the construction of the Facility, the Permittee shall restore all disturbed slopes and ditches in such manner that drainage, erosion control and aesthetics are perpetuated.

The Permittee shall preserve and protect all utilities located on the lands covered by this LUP at no expense to MnDOT and it shall be the responsibility of the Permittee to call the Gopher State One Call System at 1-800-252-1166 at least 48 hours prior to performing any excavation.

Any crossings of the Facility over the trunk highway shall be perpendicular to the centerline of the highway and shall provide and ensure reasonable and adequate stopping sight distance.

4. MAINTENANCE. Any and all maintenance of the Facility shall be provided by the Permittee at its sole cost and expense, including, but not limited to, plowing and removal of snow and installation and removal of regulatory signs. No signs shall be placed on any MnDOT or other governmental agency sign post within the Area. MnDOT will not mark obstacles for users on trunk highway right of way.
5. USE. Other than as identified and approved by MnDOT, no permanent structures or no advertising devices in any manner, form or size shall be allowed on the Area. No commercial activities shall be allowed to operate upon the Area.

Any use permitted by this LUP shall remain subordinate to the right of MnDOT to use the property for highway and transportation purposes. This LUP does not grant any interest whatsoever in land, nor does it establish a permanent park, recreation area or wildlife or waterfowl refuge. No rights to relocation benefits are established by this LUP.

This LUP is non-exclusive and is granted subject to the rights of others, including, but not limited to public utilities which may occupy the Area.

6. APPLICABLE LAWS. This LUP does not release the Permittee from any liability or obligation imposed by federal law, Minnesota Statutes, local ordinances, or other agency regulations relating thereto and any necessary permits relating thereto shall be applied for and obtained by the Permittee.

Permittee at its sole cost and expense, agrees to comply with, and provide and maintain the Area, Facilities in compliance with all applicable laws, rules, ordinances and regulations issued by any federal, state or local political subdivision having jurisdiction and authority in connection with said Area including the Americans with Disabilities Act ("ADA"). If the Area and Facilities are not in compliance with the ADA or other applicable laws MnDOT may enter the Area and perform such obligation without liability to Permittee for any loss or damage to Permittee thereby

incurred, and Permittee shall reimburse MnDOT for the cost thereof, plus 10% of such cost for overhead and supervision within 30 days of receipt of MnDOT's invoice.

7. **CIVIL RIGHTS.** The Permittee for itself, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the event improvements are constructed, maintained, or otherwise operated on the Property described in this Limited Use Permit for a purpose for which a MnDOT activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Permittee will maintain and operate such improvements and services in compliance with all requirements imposed by the Acts and Regulations relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation, Federal Highway Administration, (as may be amended) such that no person on the grounds of race, color, national origin, sex, age, disability, income-level, or limited English proficiency will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said improvements.
8. **SAFETY.** MnDOT shall retain the right to limit and/or restrict any activity, including the parking of vehicles and assemblage of Facility users, on the highway right of way over which this LUP is granted, so as to maintain the safety of both the motoring public and Facility users.
9. **ASSIGNMENT.** No assignment of this LUP is allowed.
10. **IN WRITING.** Except for those which are set forth in this LUP, no representations, warranties, or agreements have been made by MnDOT or Permittee to one another with respect to this LUP.
11. **ENVIRONMENTAL.** The Permittee shall not dispose of any materials regulated by any governmental or regulatory agency onto the ground, or into any body of water, or into any container on the State's right of way. In the event of spillage of regulated materials, the Permittee shall notify in writing MnDOT's District Engineer and shall provide for cleanup of the spilled material and of materials contaminated by the spillage in accordance with all applicable federal, state and local laws and regulations, at the sole expense of the Permittee.
12. **MECHANIC'S LIENS.** The Permittee (for itself, its contractors, subcontractors, its materialmen, and all other persons acting for, through or under it or any of them), covenants that no laborers', mechanics', or materialmens' liens or other liens or claims of any kind whatsoever shall be filed or maintained by it or by any subcontractor, materialmen or other person or persons acting for, through or under it or any of them against the work and/or against said lands, for or on account of any work done or materials furnished by it or any of them under any agreement or any amendment or supplement thereto.
13. **NOTICES.** All notices which may be given, by either party to the other, will be deemed to have been fully given when served personally on MnDOT or Permittee or when made in writing addressed as follows: to Permittee at:

Mayor  
Cannon Falls City Hall  
918 River Road  
Cannon Falls, MN 55009

and to MnDOT at:

State of Minnesota  
Department of Transportation  
District 6 Right of Way  
2900 48th Street NW  
Rochester, MN 55901-5848

The address to which notices are mailed may be changed by written notice given by either party to the other.

14. INDEMNITY. Permittee shall indemnify, defend to the extent authorized by the Minnesota Attorney General's Office, hold harmless and release the State of Minnesota, its Commissioner of Transportation and employees and any successors and assigns of the foregoing, from and against:
- (a) all claims, demands, and causes of action for injury to or death of persons or loss of or damages to property (including Permittee's property) occurring on the Facility or connected with Permittee's use and occupancy of the Area, except when such injury, death, loss or damage is caused solely by the negligence of State of Minnesota, but including those instances where the State of Minnesota is deemed to be negligent because of its failure to supervise, inspect or control the operations of Permittee or otherwise discover or prevent actions or operations of Permittee giving rise to liability to any person;
  - (b) claims arising or resulting from the temporary or permanent termination of Facility user rights on any portion of highway right of way over which this LUP is granted;
  - (c) claims resulting from temporary or permanent changes in drainage patterns resulting in flood damages;
  - (d) any laborers', mechanics', or materialmens' liens or other liens or claims of any kind whatsoever filed or maintained for or on account of any work done or materials furnished; and
  - (e) any damages, testing costs and clean-up costs arising from spillage of regulated materials attributable to the construction, maintenance or operation of the Facility.

MINNESOTA DEPARTMENT  
OF TRANSPORTATION

CITY OF CANNON FALLS

RECOMMENDED FOR APPROVAL

By: \_\_\_\_\_  
District Engineer

Date \_\_\_\_\_

By: \_\_\_\_\_

Its \_\_\_\_\_

Date \_\_\_\_\_

APPROVED BY:

COMMISSIONER OF TRANSPORTATION

By: \_\_\_\_\_  
Director, Office of Land Management

Date \_\_\_\_\_

And \_\_\_\_\_


Its \_\_\_\_\_


Date \_\_\_\_\_

The Commissioner of Transportation  
by the execution of this permit  
certifies that this permit is  
necessary in the public interest  
and that the use intended is for  
public purposes.

# LUP #2502-0038 EXHIBIT "A"

Cannon Falls Park and Ride Facilities along HWY 19

 : Approx. Right of Way Limits

 : Area in Right of Way

Legend



**CITY OF CANNON FALLS**

**RESOLUTION**

IT IS RESOLVED that the City of Cannon Falls enter into Limited Use Permit No. 2502-0038 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for maintenance and use by the City of Cannon Falls upon, along and adjacent to Trunk Highway No. 19 and the limits of which are defined in said Limited Use Permit.

IT IS FURTHER RESOLVED by the \_\_\_\_\_ of the City of Cannon Falls,  
(Title)  
Minnesota that the Mayor and the City Council are authorized to execute the Limited Use Permit.

**CERTIFICATION**

I certify that the above Resolution is an accurate copy of the Resolution adopted by the City Council of the City of Cannon Falls, Minnesota at an authorized meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021

Notary Public \_\_\_\_\_

My Commission Expires \_\_\_\_\_

**NOTARY  
STAMP**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Type or Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Type or Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

C.S. 2502 (T.H. 19)  
LUP # 2502-0038



**CITY OF CANNON FALLS  
GOODHUE COUNTY, MINNESOTA**

**RESOLUTION NUMBER 2565**

**A RESOLUTION APPROVING LIMITED USE PERMIT NO. 2502-0038 WITH THE  
MINNESOTA DEPARTMENT OF TRANSPORTATION**

WHEREAS, that the City of Cannon Falls enter into Limited Use Permit No. 2502-0038 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for maintenance and use by the City of Cannon Falls upon, along and adjacent to Trunk Highway No. 19 and the limits of which are defined in said Limited Use Permit.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Cannon Falls, Goodhue County, Minnesota, that the City of Cannon Falls shall enter into Limited Use Permit No. 2502-0038 with the State of Minnesota, Department of Transportation.

BE IT FURTHER RESOLVED that the Mayor and the City Administrator are authorized to execute the Limited Use Permit.

**ADOPTED BY THE CITY COUNCIL OF THE CITY OF CANNON FALLS ON THIS 3<sup>rd</sup>  
DAY OF AUGUST, 2021.**

**SIGNED:**

\_\_\_\_\_  
John O. Althoff, Mayor

**ATTEST:**

\_\_\_\_\_  
Neil L. Jensen, City Administrator

**CERTIFICATION**

I certify that the above Resolution is an accurate copy of the Resolution adopted by the City Council of the City of Cannon Falls, Minnesota at an authorized meeting held on the 3<sup>rd</sup> day of August, 2021, as shown by the minutes of the meeting in my possession.

\_\_\_\_\_  
Neil L. Jensen, City Administrator