

Gallery Tower

Science Museum
of Minnesota

Gallery Building

32

Q₄er

Joe's

SK 15

Phone

Wabasha
SK 10

SK-1 157#

133F6

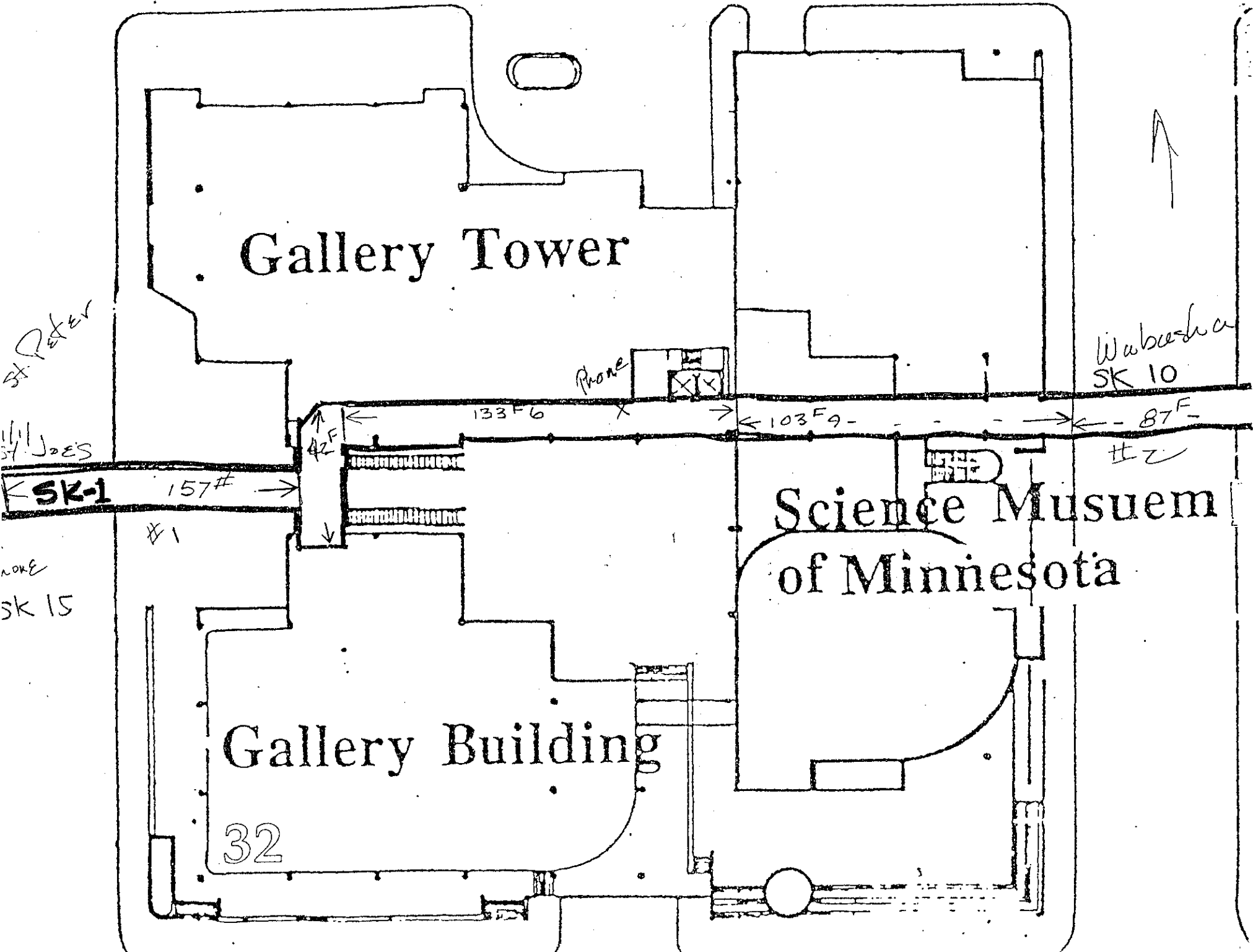
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HZ

#1



AGREEMENT

Kabab F. Hall

SK-1

THIS AGREEMENT made and entered into this 19th day of December, 1979,

by and between the

HOUSING AND REDEVELOPMENT AUTHORITY
OF THE CITY OF SAINT PAUL, MINNESOTA,
a public body corporate and politic
(hereinafter referred to as the "HRA")

and

CITY OF SAINT PAUL, MINNESOTA, a
municipal corporation (hereinafter
referred to as the "City")

and

FOUNTAIN DEVELOPMENT CO., a Minnesota
General Partnership consisting of
Sherman Investment Corporation and
Sheehy Properties, Inc., Minnesota
corporations, (hereinafter "Fountain")

and

ST. JOSEPH'S HOSPITAL, a Minnesota
corporation (hereinafter "St. Joseph's")

That for the purposes of this Agreement, HRA and the City will sometimes collectively be referred to as "First Parties," and Fountain and St. Joseph's will sometimes collectively be referred to as "Second Parties."

WITNESSETH:

WHEREAS, the City and the HRA, through the Downtown Urban Renewal Project, Minn. R-20, undertook to develop a pedestrian skyway system within the Downtown Central Business District of Saint Paul, Minnesota; and

WHEREAS, the City, pursuant to Chapter 764 of the laws of Minnesota, 1973, is authorized to operate a pedestrian skyway system; and

WHEREAS, an extension of the pedestrian skyway system over St. Peter Street from the Block 7-A Medical Office/Gallery Building to the St. Joseph's Hospital Building, has been approved for funding as part of the Downtown Development District Bond Funds; and

WHEREAS, Fountain and St. Joseph's are the owners, respectively, of the aforementioned structures; and

WHEREAS, Second Parties are desirous of the construction of said skyway bridge between the aforesaid buildings; and

WHEREAS, Second Parties will derive a substantial benefit from the construction of the skyway bridge between their respective buildings; and

WHEREAS, substantial public monies will be expended for the construction of the aforesaid skyway bridge over St. Peter Street to the respective structures hereinabove referenced; and

WHEREAS, the City, by Ordinance No. 16490 granted the HRA permission to construct and operate a skyway bridge across St. Peter Street between Exchange and Tenth Streets, which Ordinance is attached hereto as Exhibit "A" and made a part hereof by reference thereto.

NOW, THEREFORE, BE IT RESOLVED AND AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. This Agreement is subject to the aforesaid Ordinance No. 16490 as adopted by the Council of the City of Saint Paul.

2. The First Parties agree to construct a skyway bridge over St. Peter Street connecting the Block 7-A Medical Office/Gallery Building and the St. Joseph's Hospital Building, pursuant to plans and specifications prepared by the HRA and Hammel, Green and Abrahamson dated February 14, 1979, and also known as Bid No. A8090-S; said plans and specifications shall be subject to the approval of Second Parties. Said bridge, specifications and construction shall include the skyway bridge, support structures, necessary mechanical/electrical systems and related equipment for the heating, cooling, lighting and roof drainage of said bridge which may be connected to or tied into appropriate facilities within or upon one or more of the abutting buildings for purposes of roof drainage, obtaining a source of heat, cool air and electricity; glass doors at the galleria end of the skyway bridge including necessary hardware and door framing; finishing related to bridge and building connectors, and insulated or Thermopane glass to the extent glass is used to enclose said skyway bridge. Fountain agrees, at their expense, to make any necessary alterations, subsequent surveys, and improvements in the interior of and to its building in order to accommodate the skyway concourse system.

As to necessary construction work on the St. Joseph's existing structure for the purpose of opening it and preparing it to receive the skyway bridge, and as to the construction of the hospital stairway and stairway tower connecting with the skyway bridge on the St. Joseph's side and proceeding downward to street level, in accordance with said plans and specifications, St. Joseph's agrees to proceed with the cost sharing and contract management proposals outlined in a certain memorandum

of the Department of Planning and Economic Development dated October 23, 1978, attached hereto as Exhibit "C", and to pay the actual cost thereof, including any increased costs and change orders.

3. Fountain and St. Joseph's and/or their respective successors in interest, agree to operate and provide the necessary repairs and maintenance of the entire skyway bridge, its integral parts, its related easements and appurtenant structures and stairways at their sole expense and at no expense to the City or the HRA. Such maintenance shall include, but not be limited to, window, floor, hardware and metal trim cleaning, polishing, repair and replacement; roof maintenance; repainting; light bulb replacement and light fixture cleaning. Fountain and St. Joseph's (and/or their respective successors in interest) shall also agree to share the maintenance, operating and repair costs for said skyway bridge and its related mechanical/electrical equipment.

4. A \$50,000 surety bond and required insurance for hazard and liability per the attached Exhibit "A" shall be a maintenance cost to be assumed by the Second Parties and shall be shared in accordance with the agreement for sharing of operating, maintenance and repair costs that Fountain and St. Joseph's shall enter into as herein provided.

5. Insurance for hazard and liability for all areas designated as easements for the skyway system shall be a maintenance cost to be assumed by the respective building owners. Second Parties shall furnish and maintain public liability and casualty insurance coverage with a duly licensed insurance company, wherein the Second Parties and City and HRA shall be designated as co-insureds, said insurance containing the following minimum coverages: For personal injuries, including death, \$500,000.00 for each occurrence; for property damage, to the extent of \$200,000.00 in any single accident. The casualty insurance shall have an all risk or physical loss coverage in the amount of the full replacement cost of the bridge.

6. Fountain and St. Joseph's hereby agree, for themselves, their successors and assigns, to grant to the City for the public, subject to the terms and conditions hereinafter set forth, certain easements for the limited purpose of a pedestrian passageway over, in and upon the pedestrian concourse and skyway system for the use by and benefit of the public for the limited purpose of utilizing said areas as a pedestrian thoroughfare, on, over and through their respective properties as follows:

1. St. Joseph's will provide a public easement from the St. Peter Street sidewalk to and over the stairs leading to the skyway level pedestrian bridge, including the area to be occupied by the stair tower.
2. St. Joseph's will provide an air rights easement over its property for the bridge structure and connections necessary to the existing building and stair tower.
3. St. Joseph's will provide a ground and air easement, as necessary, to include necessary bridge column supports and footings.
4. Fountain will provide a public easement from the St. Peter Street sidewalk to and over the escalators and thence to the skyway level pedestrian bridge.
5. Fountain will provide an air rights easement over its property for the bridge structure and such public easements as necessary to assure its connection to the building and existing or planned pedestrian concourses within the Medical Office/Gallery structures, respectively.
6. Fountain will provide a public easement affording continuous pedestrian access from the skyway bridge through the Medical/Gallery structure to the Science Museum and Apartment Structure on Block 7-A, all in accordance with a certain Horizontal Easement Agreement by and among Fountain, City, HRA, Twenty Broad Street Leasing Company, Incorporated, and the Science Museum of Minnesota.

The aforesaid original easement areas shall be surveyed and described by a registered land surveyor at the expense of the HRA.

7. That Second Parties agree to provide those members of the public who are physically handicapped with reasonably direct access within their respective buildings to elevators at the ground level and reasonably direct access from said elevators to the skyway bridge, and the pedestrian concourse system within the Medical Office/Gallery building; provided, however, that St. Joseph's handicapped access, which are the existing elevators on the eastern side of their building, are not within the easement areas as hereinabove described.

8. The parties hereto agree that an overhead directional sign may be installed at the St. Joseph's end of the skyway bridge and within easement area. The location of said directional sign shall be determined jointly by the HRA and the building owner. The initial purchase of this directional sign shall be borne by the HRA if funds therefor are available. The costs of installation, operating, maintaining, and repairing all signs, including that provided by developer under the Block 7-A land sale contract, shall be borne individually by the party on whose property the sign is located. If for any reason the location area of the easement is changed, the sign shall be moved accordingly, and the cost of removing and re-installing signs within the new easement areas shall be borne by the respective property owner(s). If the sign moving requires a change in the sign face, this shall be done at the property owner's expense, and shall be consistent with the graphic design system established for skyway signs.

9. The skyway bridge which is the subject of this Agreement shall not be operated for the purpose of advertising the name of products or businesses of any of the Second Parties or others; nor for the conduct of any commercial activity whatsoever; provided, however, nothing herein contained shall prevent the installation and maintenance of the aforesaid skyway directional signs or signs identifying the building names.

10. All parties hereto agree that the hours of operation for the bridge, including access at both ends, will not be less than 6:30 a.m. to 9:00 p.m., seven (7) days a week. Hours of operation will be subject to annual review.

11. The grant of easement(s) herein by Second Parties shall be subject to the right of grantors to change the location of the easement areas conditioned upon the grant of new easement(s) which permit the continuity of the pedestrian concourse system and pedestrian movement, and, on the further condition that the new easement area(s) shall be installed at the sole cost and expense of the grantor, and, on the further condition that no change in the easement location(s) shall be made without first obtaining the written approval of HRA and the City, which approval will not be unreasonably withheld or delayed by HRA and the City, and, on the further condition that all said new easement area(s) shall be surveyed and described by a registered land surveyor at the cost of the building owner.

12. All construction by First Parties of the skyway bridge shall be done in a workmanlike manner, utilizing materials of reasonable quality. First Parties shall comply with all applicable building codes and local regulations. All construction pursuant to this Agreement shall be pursuant to the plans and specifications as approved by Second Parties.

13. Notwithstanding anything to the contrary herein, easements given by Second Parties shall terminate in the event the pedestrian concourse system within adjoining building(s) or the skyway bridge itself is vacated, abandoned or discontinued in the manner required by law.

IN WITNESS WHEREOF, the parties have caused these presents to be executed as of the day and year first above written.

APPROVED AS TO FORM:

James H. Hill

In the Presence of:

Kenneth R. Santhia

Blair Engle

HOUSING AND REDEVELOPMENT AUTHORITY
OF THE CITY OF SAINT PAUL, MINNESOTA

By Henry Elliott

By Arlene Anderson

APPROVED AS TO FORM:

Richard H. Zimmerman

In the Presence of:

CITY OF SAINT PAUL, MINNESOTA

By Mary K. Latimer
Its Mayor

By Brian R. ...
Its Director, Department of Finance
and Management Services

In the Presence of:

Robert F. Lee

Kenneth R. Santhia

FOUNTAIN DEVELOPMENT CO.

By Robert R. ...

By Thomas P. ...

In the Presence of:

ST. JOSEPH'S HOSPITAL

Lucille E. Hammer

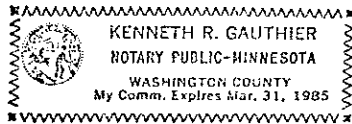
Lucille E. Hammer

By Gerard J. Hawley

By Gary J. ...

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

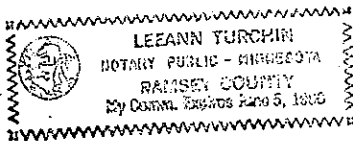
On this 14th day of DECEMBER, 1979, before me, a Notary Public within and for said County, appeared GARY E. STOUT and DELORIS ^{WASHINGTON} ADVISER, to me personally known, who, being each by me duly sworn did say that they are respectively the EXECUTIVE DIRECTOR and ASSIST. SECRETARY of the HOUSING AND REDEVELOPMENT AUTHORITY OF THE CITY OF SAINT PAUL, MINNESOTA, the corporation named in the foregoing instrument, and that the said instrument was signed in behalf of said corporation by authority of its Board of Commissioners, and said GARY E. STOUT and DELORIS ADVISER acknowledged said instrument as being the free act and deed of said corporation.



Kenneth R. Gauthier

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this 14th day of December, 1979, by George Latimer, Mayor of the City of Saint Paul, a municipal corporation of the State of Minnesota, on behalf of said City of Saint Paul.

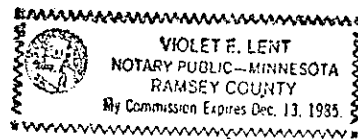


Leeann Turchin

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this 17 day of December, 1979, by Bernard J. Carlson, Director of Finance and Management Services of the City of Saint Paul, a municipal corporation of the State of Minnesota, on behalf of said City of Saint Paul.

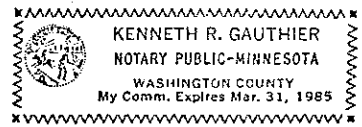
Violet E. Lent



STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

On this 19th day of APRIL, 1979, before me, a Notary Public within and for said County, appeared CHERMAN R. RUTZICK and RICHARD CHESKY, to me personally known, who being each by me duly sworn, did say that they are respectively the SECRETARY and VICE-PRESIDENT of FOUNTAIN DEVELOPMENT CO., the corporation named in the foregoing instrument, and that said instrument was signed on behalf of said corporation by authority of its DIRECTORS and said CHERMAN R. RUTZICK and RICHARD CHESKY acknowledged said instrument to be the free act and deed of said corporation.

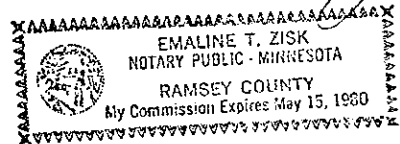
Kenneth R. Gauthier



STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

On this 9th day of APRIL, 1979, before me, a Notary Public within and for said County, appeared GERARD W. FRALLEY and GARY K. FRENCH, to me personally known, who, being each by me duly sworn, did say that they are respectively the PRESIDENT AND C.E.O. and ASSISTANT ADMINISTRATOR of ST. JOSEPH'S HOSPITAL the corporation named in the foregoing instrument, and that said instrument was signed on behalf of said corporation by authority of its BOARD OF TRUSTEES and said ST. JOSEPH'S HOSPITAL and BOARD OF TRUSTEES acknowledged said instrument to be the free act and deed of said corporation.

Emaline T. Zisk



WHITE - CITY CLERK
PINK - FINANCE
GREEN - PLANNING DEPARTMENT
BLUE - MAYOR

CITY OF SAINT PAUL

Council File NO. 272231

Ordinance

Ordinance NO. 16490

Presented By Rosalie Butler

Referred To _____ Committee: _____ Date _____

Out of Committee By _____ Date _____

AN ORDINANCE MAKING PROVISION THEREFOR AND GRANTING UNTO THE HOUSING AND REDEVELOPMENT AUTHORITY OF THE CITY OF SAINT PAUL, MINNESOTA, A MINNESOTA CORPORATION, AND ITS SUCCESSORS OR ASSIGNS, PERMISSION TO CONSTRUCT, MAINTAIN AND OPERATE AN OVERHEAD PEDESTRIAN PASSAGEWAY ACROSS SAINT PETER STREET BETWEEN THE INTERSECTION THEREWITH OF WEST EXCHANGE STREET AND WEST TENTH STREET. SAID OVERHEAD PEDESTRIAN PASSAGEWAY TO BE EXTENDED FROM SAINT JOSEPH HOSPITAL ON THE WEST SIDE OF SAINT PETER STREET TO THE GALLERIA BUILDING ON THE EAST SIDE OF SAINT PETER STREET.

THE COUNCIL OF THE CITY OF SAINT PAUL DOES ORDAIN:

Section 1.

That permission and authority hereby are granted to the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, a Minnesota Corporation and/or its successors in interest to construct, maintain and operate an overhead pedestrian passageway across Saint Peter Street between the intersection thereof of West Exchange Street and West Tenth Street. Said overhead pedestrian bridge to be extended from Saint Joseph Hospital on the west side of Saint Peter Street and the Galleria Building on the east side of Saint Peter Street.

Section 2.

That the Director of Public Works is hereby authorized to issue necessary permits to said permittee, the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, for the construction, maintenance, and operation of said

EXHIBIT "A"

COUNCILMEN	
Yeas	Nays
Butler	_____ In Favor
Hozza	_____ In Favor
Hunt	_____ In Favor
Levine	_____ Against
Maddox	_____ Against
Showalter	_____ Against
Tedesco	_____ Against
Adopted by Council:	Date _____
_____ tified Passed by Council Secretary	
By _____	
Approved by Mayor:	Date _____
By _____	

Requested by Department of: _____

By _____

Form Approved by City Attorney

By _____

Approved by Mayor for Submission to Council

By George [Signature]

272231
16490

overhead pedestrian passageway according to the plans and specifications approved by and on file with the Department of Public Works by and at the separate cost and expense of said permittee, upon said permittee's compliance with the following conditions:

- a. That said permittee and/or its successors in interest shall, at its own cost and expense and in accordance with all applicable ordinances of the City of Saint Paul, statutes of the State of Minnesota and regulations of public authority having cognizance, construct, maintain, and operate said overhead pedestrian passageway hereunder;
- b. That said permittee shall pay the costs for the publication of this ordinance;
- c. That said permittee shall pay the costs of administration, engineering, and inspection incurred by the Department of Public Works due to this undertaking, said costs are estimated to be a sum of Six Hundred Dollars (\$600.00) and shall be accounted for under separate Department of Public Works Project Number;
- d. That said permittee shall furnish the Department of Public Works all documents of record that are a part of the contract or incidental to its execution including, but not limited to, addendums, award of contract, contract amount, "as built" plans, tracings and tracings of shop plans;
- e. That said permittee shall construct said overhead pedestrian passageway to the satisfaction of the Director of Public Works and in accordance with approved plans and specifications of the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, said plans and specifications on file in the Department of Public Works. Such construction shall be made in strict compliance with the American Association of State Highway and Transportation Officials (AASHTO) Specifications, as amended, and the Uniform Building Code and be authorized under a building permit issued by the Department of Community Services, Division of Housing and Building Code Enforcement;
- f. That said permittee and/or its successors in interest shall fully indemnify, hold harmless, and defend the City of Saint Paul, its agents, officers and employees from any and all damages, claims, losses, judgments, suits or expenses and on account of all claims of whatever nature for injury to person(s) and/or property arising out of or connected with the construction, erection, maintenance, operation and/or removal of said overhead pedestrian passageway hereunder; and that supplemental to all other obligations, on their part, jointly and/or severally, hereunder, said permittee and/or its successors in interest shall furnish and maintain and pay all premiums and other expenses therefor, Casualty Insurance Coverage, with a duly licensed Casualty Insurance Company to the extent of \$500,000.00 for injury to any person and/or persons in any single incident, and to the extent of \$200,000.00 for damage to property in any single accident, indemnifying the City of Saint Paul against liability on account of all claims of third persons for injury to person(s) and/or property arising from or connected with the construction, erection, maintenance,

operation and/or removal of said structure hereunder, at all times, and to furnish competent evidence of said coverage, from time to time, to the Director of Finance and Management Services of the City of Saint Paul;

g. That said permittee shall not proceed with construction unless and until said permittee shall have fully complied with the provisions regarding insurance and indemnification contained in the City of Saint Paul, Department of Public Works "Standard Supplemental Specifications for Highway Construction", dated June 1, 1978, Section numbered 1305.2. For the purpose of this Ordinance, the aforesaid Section of said Specifications shall be read as though the word "permittee" was substituted for the word "contractor" wherever same appears therein. Section 1305.2 of the Department of Public Works, City of Saint Paul "Standard Supplemental Specifications for Highway Construction" dated June 1, 1978 is hereby incorporated herein by reference as fully and as completely as if set forth herein verbatim.

h. That said permittee and/or its successors in interest, shall among other things, at their own cost and expense make adequate and effective provisions therefor and drain all moisture, rain and snow which shall accumulate thereon by proper devices through said overhead pedestrian passageway and in a manner so that the flowing and/or spilling of same on any part of said section of said Saint Peter Street shall be prevented at all times. Said permittee and/or its successors in interest shall maintain and operate said overhead pedestrian passageway at its sole cost and expense in a safe condition for pedestrian travel, such maintenance to include, but shall not be limited to, glass, floor, metal trim, and hardware cleaning, polishing, and replacement; roof maintenance; repainting; light bulb replacement and light fixture cleaning; and the supply of heated and cooled air within said bridge to maintain temperature comparable to that normally maintained within heated and air-conditioned office spaces;

i. That said permittee and/or its successors in interest shall, at all times, construct and maintain all of the supports of said overhead pedestrian passageway entirely within the lines of the subject private real estate and entirely without public street rights-of-way;

j. That said permittee shall notify the Traffic Bureau of the Department of Public Works if the construction or maintenance of said overhead pedestrian passageway shall make necessary the closing of Saint Peter Street or any part thereof; all expenses incurred by the Traffic Bureau in furnishing, installing, or removing barricades, signs, and other control devices shall be paid by the permittee;

k. That said permittee and/or its successors in interest shall not use any part of said overhead pedestrian passageway for any advertisement or display purposes, without the written consent of the City of Saint Paul and the application thereto of any advertising material or display shall be deemed prohibited by this Ordinance;

l. That said permittee and/or its successors in interest shall, at all pertinent times, in the construction, maintenance, and operation of said overhead pedestrian passageway hereunder, provide respectively a minimum vertical

clearance of at least 17 feet 4 inches between and throughout the course of the bottom of said structure and the surface of said section of Saint Peter Street, except as may be altered by the City's future street work;

m. That said permittee expressly agrees to comply with Chapter 216 of the Saint Paul Legislative Code, as amended, pertaining to street obstructions;

n. That said permittee and/or its successors in interest shall complete the construction and erection of said overhead pedestrian passageway by not later than one (1) year after commencement of construction. Said commencement shall be evidenced by Public Works' receipt of a written notification thereof, and shall be dated therein, as further provided for under Paragraph (o) below;

o. That said permittee shall notify the Bridge Engineer of the Department of Public Works before and when construction starts and notify the same said Bridge Engineer when construction has been completed to allow for a final inspection.

p. That said overhead pedestrian passageway shall be removed by and at the sole cost and expense of said permittee and/or its successors in interest whenever the Council of the City of Saint Paul shall by Resolution determine such removal necessary in the public interest and accordingly order the removal of said structure from said location;

q. That said permittee shall, within the period of ten (10) days after the publication of this Ordinance, file with the City Clerk its written acceptance of this Ordinance and agreement to be bound by all the provisions, terms and conditions thereof without limitation which written instrument of acceptance and agreement shall be in the form approved by the City Attorney;

r. That upon the execution of an Agreement by and between the City of Saint Paul, the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, and the applicable building/property owners respecting the aforesaid pedestrian passageway over Saint Peter Street, the permittee, the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota, shall be relieved of any further obligation under the terms of this Ordinance, and the successors in interest of the permittee, the applicable building/property owners, shall be responsible for paying the insurance premiums of said overhead pedestrian passageway and shall also be responsible for providing the maintenance and operation of said overhead pedestrian passageway;

s. That upon the Housing and Redevelopment Authority's conveyance of its obligations under the terms of this Ordinance to the above successors in interest, said permittee's successors in interest shall furnish and deliver unto the City of Saint Paul a Surety Bond in the amount of Fifty Thousand Dollars (\$50,000.00) for said overhead pedestrian passageway (bridge), made and executed by said permittee's successors in interest as Principal, and a Corporate Surety Company duly authorized to transact business in the State of Minnesota as Surety, to and in favor of the City of Saint Paul as obligee, conditioned upon the permittee's successors in interest complying with the terms and conditions of this Ordinance and also conditioned that, in the event the permittee's successors in interest fail to maintain or repair said over-

Ordinance

Presented By _____

Referred To _____ Committee: Date _____

Out of Committee By _____ Date _____

-5-

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head pedestrian passageway to a reasonable standard of safety, or fail to remove said overhead pedestrian passageway upon order by the Council, the City of Saint Paul may undertake the maintenance, repair or removal thereof and may recover its reasonable cost incurred thereby from said surety, which Surety Bond shall remain in full force and effect as long as said overhead pedestrian passageway or any part thereof remains in that portion of Saint Peter Street as shown on plans on file with the Department of Public Works. The Surety Bond shall be in such form as shall be approved by the City Attorney, and shall have such surety as shall be approved by the Director of Finance & Management Services;

t. That said permittee and/or its successors in interest shall submit proposed plans and specifications to the Department of Public Works for review and approval of any intended structural repairs or major maintenance work on the bridge, before any such work is carried out. Upon completion of such structural repairs approved by the Department of Public Works, permanent reproducible tracings shall be furnished the Department showing the work done and marked with any "as built" changes, as well as reproducible shop drawing tracings of the same;

u. That said permittee shall submit the necessary insurance documents to the Office Engineer of the Department of Public Works. The Office Engineer in turn shall submit said documents to the City Attorney of the City of Saint Paul for review and, if said insurance is sufficient, said documents shall be filed with the Director of Finance & Management Services of the City of Saint Paul.

Section 3.

That this Ordinance shall take effect and be in force thirty (30) days from and after its passage, approval and publication.

mfj

COUNCILMEN

Yeas	Nays	
Dutler		4 0 In Favor Against
Hozza, President		
Hunt		
Ervine		
Maddox		
Showalter		
Tedesco		

Adopted by Council: - Date JAN 4 1979

ified Passed by Council Secretary

By Rose [Signature]

Approved by Mayor: Date JAN 8 1979

By [Signature]

PUBLISHED JAN 13 1979

Requested by Department of:

Public Works

By Donald E. Nygaard, Director (TJE/RA) E +

Form Approved by City Attorney

By [Signature]

Approved by Mayor for Submission to Council

By [Signature]

7715/116.1000

CITY OF SAINT PAUL
INTER-DEPARTMENT MEMORANDUM

DATE: October 23, 1978

TO: Skyway Expansion Block 7A File

FROM: Doug Foster *DF*

REGARDING: 7A/St. Joseph's Hospital Pedestrian Bridge

The following met at PED October 11, 1978

St. Joseph's Hospital: Gary French, Chuck Wick
PED: Bob Hall, Darold McMahan, Doug Foster
HGA: Gary Reetz

Cost Apportionment Agreement

To simplify construction coordination, the public bridge and the private structure receiving the bridge (stair, lobby) will be publically bid as one contract. This procedure will be followed:

- 1.) Within seven (7) days of receiving bids, the successful bidder is to submit his cost breakdown of the Hospital portion for review.
- 2.) Upon substantial completion of the hospital work, the Hospital will submit a check to the City for 90% of its project cost. The balance will be submitted to the city upon final completion of the hospital portion.

The Hospital agrees to accept the low qualified bidder for the combined bridge/Hospital structure project. They also agree to pay/receive 100% of all costs/credits as a result of necessary change orders, attributable to their portion of the work as defined by the contract drawings and specifications.

Maintenance/Operation/Repair/Easement/Hours Agreements

Two agreements required:

- 1.) Three party agreement: City/Hospital/Medical Bldg. - Gallery Owner.

Skyway Expansion Block 7A File
October 23, 1978

In this, the owners agree to enter into an agreement on sharing the maintenance, operation and repair of the bridge. The owners also agree to provide easements on private property for the Skyway System - which lead from the second level to the ground level and thence to the public sidewalk. (The easement will include the air rights for the bridge over private property as well as an easement for the support pillar and its foundation on Hospital property). The agreement will further define the operational hours of the Skyway.

2.) Two Party Agreement: Hospital/Medical Office-Galleria Owner.

Between themselves the owners work out the cost sharing mechanism for operation, maintenance and repair of the bridge and related insurance bond.

Schedule

Bill Frerichs has advised that the Medical Building will be ready for occupancy in early Spring. The bridge connection would be desirable by that time but he noted to Doug Foster (who contacted him during the course of this meeting) that some delay in bridge completion beyond early Spring would not be unacceptable.

PED has decided to advertise for bids after the above referred three party agreement has been executed. This means that the parties should get together as soon as possible to come to terms. We assume that the agreement can be resolved to permit a bid advertising not later than January 1, 1979, award of contract not later than February 1, 1978, and bridge completion not later than July 1, 1979.

Inspection

PED will be responsible for overall inspection of the combined project and for handling all administration of the contract and communication with the bridge contractor. The Hospital will inspect their portion of the work, however, all communication with the contractor is to be handled through PED/HGA. Darold McMahan is assigned the PED responsibility for contract administration.

DWF:pf

cc: All at meeting:D. Ford: Paul Frerich: Ed Frenette: File