

85

K24

#13

136'

Call boy
203
From west side of N/S east side

Mears Park Place

273' 6"

517th St

SK 28

274'

31' 6"

101' 6"

SK 14

Sibley

N

SKYWAY BRIDGE AGREEMENT

WHEREAS, Lowertown Saint Paul Company (Lowertown) is a Minnesota limited partnership owning property located on the West side of Sibley Street, between Sixth and Seventh Streets in downtown Saint Paul, Minnesota, on which it plans to build an apartment complex, and

WHEREAS, The Estate of Norman B. Mears (Mears) owns the Park Square Court Building, located on the East side of Sibley Street, between Sixth and Seventh Streets in downtown Saint Paul, Minnesota, and

WHEREAS, The Housing and Redevelopment Authority of the City of Saint Paul, Minnesota (Authority) intends to construct a skyway level pedestrian bridge (the Bridge) over Sibley Street connecting Lowertown's new apartment building to Mears' Park Square Court Building, and

WHEREAS, The Authority has agreed to pay 50% of the construction costs of said Bridge including 50% of architect/engineer fees, but exclusive of structural supports and required equipment supplying electrical and mechanical services, pursuant to the provisions of Schedule C to Part I of that certain Contract for Sale of Land for Private Redevelopment dated June 18, 1974,

NOW THEREFORE, In consideration of the mutual covenants, terms and conditions contained herein, the parties hereto agree as follows:

I

Construction

Section 1.1 The Authority shall have the responsibility for the engineering, design, bidding and construction of the Bridge. Lowertown and Mears, therefore, shall permit the agents, employees and

contractors of the Authority to enter upon their respective properties for the purpose of constructing and installing the Bridge.

Section 1.2 The cost of so ^{designing, engineering} constructing and installing the Bridge shall be borne as follows:

Authority	-	50%
Lowertown	-	25%
Mears	-	25%

Section 1.3 Lowertown's new building shall be constructed so as to receive the Bridge to be installed by the Authority.

The Park Square Court Building shall be remodeled by Mears so as to receive the Bridge to be installed by the Authority.

Lowertown and Mears shall be responsible for the costs involved in accomplishing the foregoing on their respective properties.

Section 1.4 Lowertown will, at its expense, provide the equipment necessary to supply electrical and mechanical services to the Bridge which equipment shall be located in the apartment building to be built by it.

Section 1.5 Lowertown will, in conjunction with the construction of its apartment building and at its expense provide their necessary roof drainage facilities for the Bridge.

II

Operation and Maintenance

Section 2.1 Lowertown shall provide at its expense all necessary lighting, heating, ventilating, plumbing and air conditioning and janitorial service required for the day to day operation of the Bridge.

Section 2.2 Unless otherwise specifically agreed to ordinary repairs

and replacements of broken glass and redecorating of the interior of the Bridge when required, shall be performed by Lowertown. Lowe shall be reimbursed for its out-of-pocket expenses in providing such services or for the reasonable value of said services if performed by its employees so that the costs thereof shall be borne equally by the parties hereto.

III

Tax Expense

Section 3.1 It is anticipated that the Bridge will be dedicated to the general public and therefore there will be no real estate or other property tax assessed against the same. If the appropriate taxing authority does not so construe the Bridge, and its determination is sustained by judicial determination or acquiesced in by the parties hereto, then the real estate or other property tax relating to the Bridge shall be apportioned equally between the parties hereto.

IV

Use

Section 4.1 The Bridge shall be used for public pedestrian travel to and from Lowertown's new building and Mears' Park Square Court Building during such hours of the day as the Park Square Court Building is open for business, unless otherwise dictated by the St. Paul City Council.

V

Insurance

Section 5.1 One of the parties hereto shall, for the benefit of both, carry such fire and casualty insurance on the Bridge as will provide funds for the rebuilding thereof if the same should be destroyed or damaged by a covered peril. The cost thereof shall be

borne equally by the parties hereto.

Section 5.2 Lowertown and Mears shall each carry its own public liability insurance coverage with limits of not less than \$500,000 per person and \$1 million per occurrence. Lowertown and Mears shall each include the Bridge within the coverage of its policy and name the other party to this agreement as an additional insured.

The parties hereto shall cooperate with each other to prevent overlapping of coverages and duplication of premiums.

VI

Termination

Section 6.1 This agreement shall remain in full force and effect unless terminated at the happening of any one of the following:

(A) The mutual termination of the parties hereto provided, however, that no such termination shall be effective during 45 years next succeeding the date hereof unless the same shall be approved in writing by the Authority or the City Council of the City of Saint Paul.

(B) Revocation of the permits to maintain the Bridge and the requirement by public authority or authorities having jurisdiction over the same, that the same be removed.

(C) The destruction or demolition of the building of either of the parties hereto.

VII

Benefit

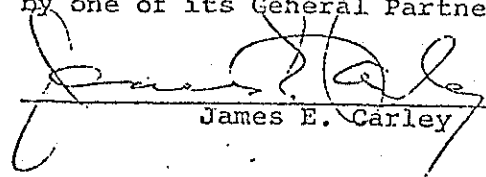
Section 7.1 This agreement shall be binding upon and inure to the benefit of the respective parties hereto and to their successors,

assigns and distributces as the case may be.

IN WITNESS WHEREOF, The parties hereto have caused this agreement to
be executed this 27th day of August, 1977.

LOWERTOWN SAINT PAUL COMPANY, A Limited
Partnership, by one of its General
Partners:

CARLEY CAPITAL GROUP, A Partnership
by one of its General Partners:


James E. Carley

ESTATE OF NORMAN B. MEARS by its Executor

FIRST TRUST COMPANY OF SAINT PAUL

By 

SKYWAY BRIDGE MAINTENANCE

Skyway Bridge No. _____

Park Square Court to Mears Plk Apts

BLDG

BLDG

MAINTENANCE			
Cleaning			
Doors		<i>yes into Park Sq Court</i>	
Interior windows		<i>NO</i>	
Exterior windows		<i>NO</i>	
Floors (sweep, mop, wax)		<i>yes when we find them to be unacceptable</i>	
Metal trim, base (dust, remove wax)		<i>yes</i>	
Below ramping		<i>NO/A</i>	
Clean light fixtures		<i>NO</i>	
Replace light bulbs		<i>NO</i>	
Change HVAC filters		<i>NO</i>	
Repair/Replace			
Doors		<i>NO</i>	
Windows		<i>NO</i>	
Floors (terrazzo, carpeting)		<i>NO</i>	
Roof/Ceiling		<i>NO</i>	
Painting, interior		<i>NO</i>	
Painting, exterior		<i>NO</i>	
OPERATIONS			
HVAC/Mechanical		<i>NO</i>	
Lighting/Electrical		<i>NO</i>	
INSURANCE			
Casualty insurance/Public liability		<i>NO</i>	
Surety Bond		<i>yes</i>	
SURVEILLANCE			
SIGNAGE			

The skyway agreements give all responsibility to Mears Park Apartments.

Building Park Square Court
 Contact Fruehschuh Mat. Co.
 Address 180 E. 5th St.
Suite 230
St Paul
 Phone 622-9456
 Signature *Julie C. Kruger*
 Date 9/7/94

Building _____
 Contact _____
 Address _____
 Phone _____
 Signature _____
 Date _____

Post-it Fax Note 7671

Date	<u>8/25/94</u>	# of pages	<u>1</u>
To	<u>LEE WARRING</u>		
From	<u>JOHN MANNILLO</u>		
Co./Dept.	Co.		

OFFICIAL PROCEEDINGS
OF THE COUNCIL

ORDINANCES

Council File No. 271681—Ordinance No. 16463—By Rosalie L. Butler—

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 SIBLEY STREET BETWEEN THE INTERSECTION THEREWITH OF EAST SIXTH STREET AND EAST SEVENTH PLACE, SAID OVERHEAD PEDESTRIAN PASSAGEWAY TO BE EXTENDED FROM THE EXISTING PARK SQUARE COURT BUILDING ON THE EAST SIDE OF SIBLEY STREET TO THE NEW MEARS PARK APARTMENT BUILDING ON THE WEST SIDE OF SIBLEY 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 Sibley Street between the intersection therewith of East Sixth Street and East Seventh Place. Said overhead pedestrian passageway to be extended from the existing Park Square Court Building on the east side of Sibley Street to the new Mears Park Apartment Building on the west side of Sibley 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 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) for each overhead pedestrian passageway noted above 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 marked Contract No. 78-116 of the Housing and Redevelopment Authority

maintenance of said overhead pedestrian passageway shall include necessary the closing of Sibley 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 Sibley 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.

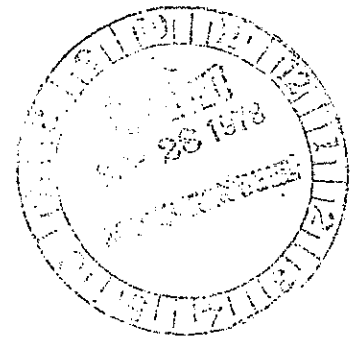
p. That said overhead pedestrian passageway shall be removed by and at the sole cost and expense of said permittee and/or its successors in interest whenever the Council of the City of Saint Paul shall by Resolution determine such removal necessary in the public interest and accordingly order the removal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

YOUR FILE COPY OF THE
LEGAL NOTICE



78-116

Public Works and in accordance with approved plans and specifications marked Contract No. 78-111 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 Sibley 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 each bridge to maintain temperature comparable to that normally maintained within heated and air-conditioned rental 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 right-of-way;

j. That said permittee shall notify the Traffic Bureau of the Department of Public Works if the construction or

78-116

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 overhead 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 Sibley 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;

k. 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;

l. 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.

Adopted by the Council September 7, 1978.

Yeas — Councilmen Hozza, Hunt, Levine, Maddox, Tedesco—5.
Nays—0.

Approved September 13, 1978.

GEORGE LATIMER
Mayor

(September 16, 1978)

SEVENTH STREET

95

- ③ Staff, emergency light & manual pull
- ④ Elevators (2) & manual pull

② Camera is monitor only; does not record.

Wacoita

SK 30 #15

② Camera

24F3

92F

220F

Camera

Park Square Court

SIXTH ST.

