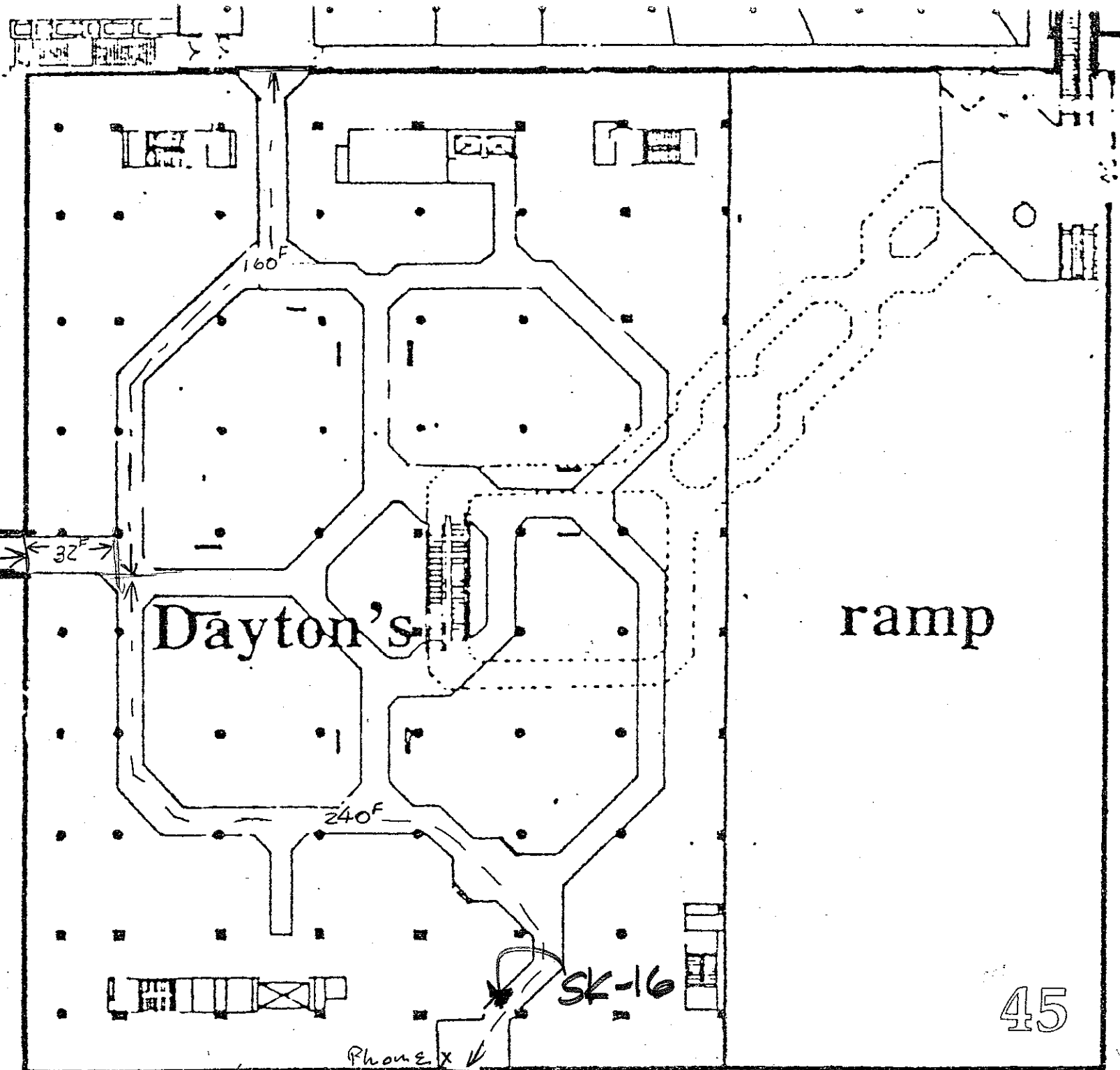


↑
Nabasha

±10
SK11



Dayton's

ramp

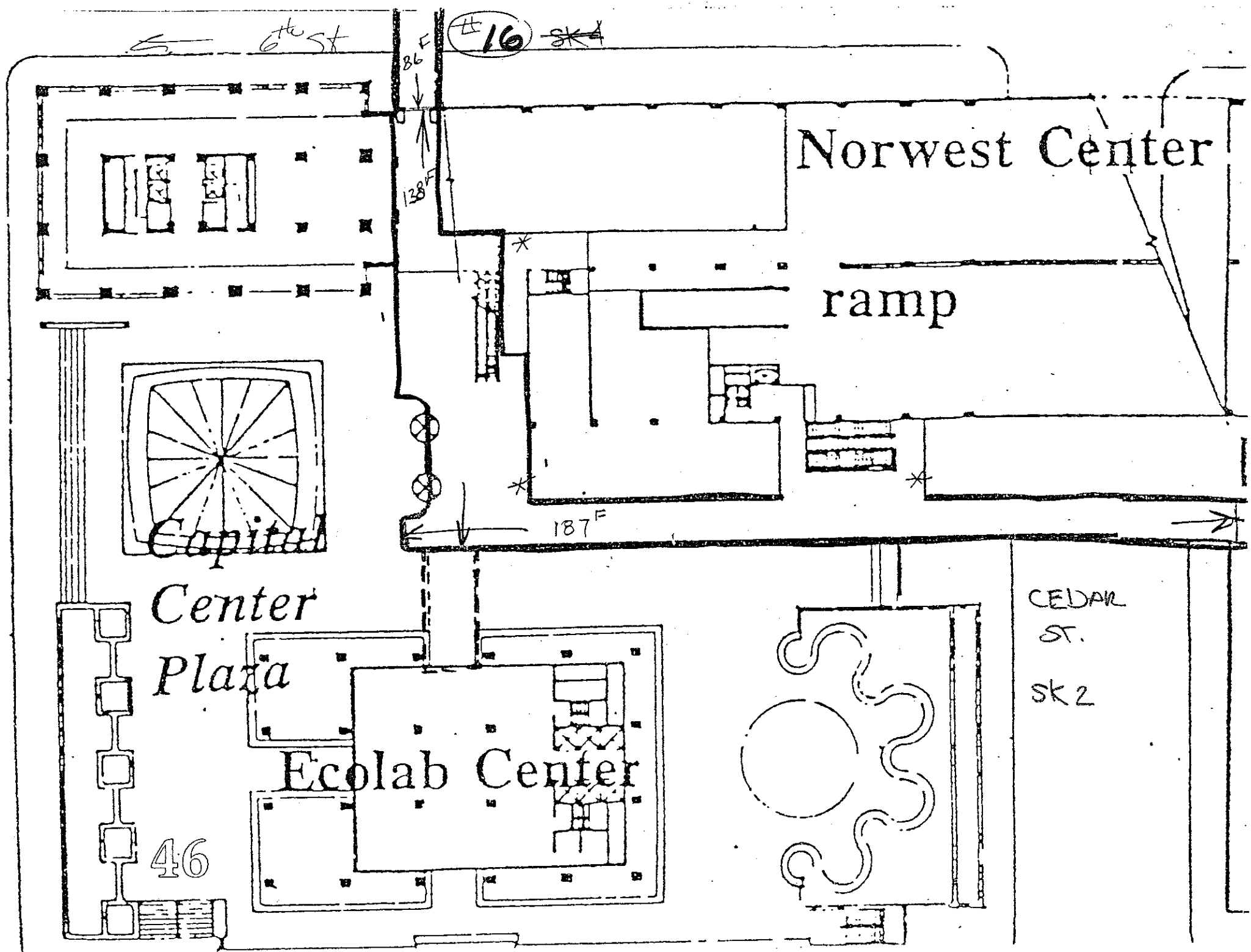
SK-16

45

Phone Ex ↓

← 6th St

±16 SK# SK16



← test

#16 *

Norwest Center

ramp

Capital

Center
Plaza

Ecolab Center

46

CEDAR
ST.
SK 2

86 F
138 F

187 F

CITY OF ST. PAUL
OFFICE OF THE CITY CLERK
COUNCIL RESOLUTION—GENERAL FORM

COUNCIL NO. 253955
FILE

PRESENTED BY COMMISSIONER William E. Carlson

DATE

WHEREAS, An Ordinance, C.F. No. 253954, granting permission to the Dayton-Madson Corp., 1, to construct and maintain a caisson below the north side of Sixth Street approximately 133 feet east of the east property line of Wabasha Street in connection with the construction of the proposed pedestrian bridge over Sixth Street between the intersections therewith of Wabasha Street and Cedar Street has been prepared and introduced to the Council of the City of St. Paul, and will be adopted on MAY 27 1971, to be effective eventually on JUN 28 1971; now therefore, be it

RESOLVED, That pending the said Ordinance becoming effective, the Commissioner of Public Works is hereby authorized and directed to issue a permit to the Dayton Company for the construction and maintenance of said caisson subject to the same conditions and requirements as set out in Ordinance C.F. No. 253954, pending before the Council of the City of St. Paul, informal approval of the said construction and maintenance of the said caisson being hereby given in anticipation of the final adoption and approval of said Ordinance.

COUNCILMEN

Yeas Nays

- Butler
- Carlson
- Levine
- Meredith
- Sprafka
- Tedesco

Mr. President, McCarty

1 In Favor
0 Against

Adopted by the Council MAY 6 1971 19

Approved MAY 6 1971 19

Mayor

PRESENTED BY Jim E. Carlson

AN ORDINANCE GRANTING PERMISSION TO THE DAYTON HUDSON CORP., TO CONSTRUCT AND MAINTAIN A CAISSON BELOW THE NORTH SIDE OF SIXTH STREET APPROXIMATELY 133 FEET EAST OF THE EAST PROPERTY LINE OF WABASHA STREET IN CONNECTION WITH THE CONSTRUCTION OF THE PROPOSED PEDESTRIAN BRIDGE OVER SIXTH STREET BETWEEN THE INTERSECTIONS THEREWITH OF WABASHA STREET AND CEDAR STREET.

THE COUNCIL OF THE CITY OF SAINT PAUL DOES ORDAIN:

Section 1. That permission and authority hereby are granted to the Dayton-Hudson Corp., to construct and maintain a caisson below the north side of Sixth Street approximately 133 feet east of the east property line of Wabasha Street in connection with the construction of the proposed pedestrian bridge over Sixth Street between the intersection therewith of Wabasha Street and Cedar Street.

Section 2. That the Commissioner of Public Works is hereby authorized and directed to issue a permit to the Dayton Company, et al, for the construction and maintenance of said caisson upon and subject to the following terms and conditions:

a. That said Permittee shall construct said caisson at its own cost and expense, under the supervision and to the satisfaction of the Commissioner of Public Works and in accordance with the approved plans and specifications of the Dayton Company on file in the Department of Public Works;

b. That said permittee shall pay the cost of publication of this ordinance and all resolutions passed in relation to said ordinance;

c. That said permittee shall pay the costs of administration, engineering, and inspection incurred by the Department of Public Works because of this undertaking, said costs are estimated as a sum of \$500.00 to be accounted for under Department of Public Works Project Number B-1024;

d. That said permittee shall properly protect all excavations made in the streets, sidewalks, and boulevards both day and night so as to avoid all damage or injury to persons or property; shall properly fill and tamp said streets, sidewalks, and boulevards to avoid settling and shall restore said streets, sidewalks, and boulevards to their original condition;

e. That said permittee expressly agrees and undertakes to fully indemnify, hold harmless and defend the City of St. Paul, its agents, officers, and employees from any and all damages, claims, losses, judgments, suits or expenses arising out of or occasioned by the construction or maintenance of said caisson and by the permission and authority granted herein;

f. That said permittee shall furnish a bond to the City of St. Paul in the sum of one thousand dollars (\$1000.00) conditioned to comply with all the terms of this ordinance and to indemnify and save harmless said

Yeas _____ Councilmen _____ Nays _____ Passed by the Council _____
Butler _____
Carlson _____
Levine _____
Meredith _____
Sprafka _____
Tedesco _____
Mr. President (McCarty) _____
In Favor _____
Against _____

Attest: _____ Approved: _____

PRESENTED BY _____

City from all liability, loss; judgments, suits, costs, charges and expenses that may accrue to persons or property occasioned by the making of the improvement or arising out of the same;

g. 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, "as built" plans and tracings;

h. That said permittee shall notify the Construction Engineer of the Department of Public Works when the construction starts and notify the same said Construction Engineer when project has been completed to allow for a final inspection;

i. That said permittee shall, during the term of this permit, restore and repair all property, whether public or private, damaged or which may be damaged due to the construction, operation and maintenance or presence of the caisson provided for herein;

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

k. 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 Specifications for Street and Sewer Construction, dated April 1, 1959, Section numbered 1.44 of said specifications, as amended, applicable to contractors. For the purpose of this ordinance, the aforesaid section of said specifications, number 1.44, as amended, shall be read as though the word "permittee" was substituted for the word "contractor", wherever the same appears in the aforesaid Section 1.44, as amended, said Section 1.44, as amended, of the Specifications for Street and Sewer construction in the City of Saint Paul is hereby incorporated herein by reference as fully and as completely as if set forth herein verbatim. Proof of compliance with provisions of the aforesaid section shall be in such form as the Corporation Counsel of the City of Saint Paul may direct and the documents required by the aforesaid Section 1.44 shall, after submission to the Corporation Counsel, be filed in the office of the Comptroller of the City of Saint Paul;

m. That the said permittee shall submit bond and insurance documents to the Office Engineer of the Department of Public Works;

n. That the said permittee shall, within thirty (30) days after the passage of this ordinance, file a written acceptance thereof with the City Clerk.

Section 3. This ordinance shall take effect and be in force thirty (30) days from and after its passage approval and publication.

Yeas _____ Councilmen _____ Nays _____

Passed by the Council MAY 21 1971

- Butler
- Carlson
- Levine
- Meredith
- Sprafka
- Tedesco

1 In Favor
0 Against

MAY 21 1971

Attest: [Signature]
City Clerk

Approved: [Signature]
Mayor

SKYWAY BRIDGE MAINTENANCE AGREEMENT

Skyway Bridge No. 16

Skyway Bridge Location: over 6th Street between Norwest Center and Dayton's

		<u>Building:</u> Norwest Center	<u>Building:</u> Dayton's
MAINTENANCE			
Cleaning			
	Doors		100%
	Interior Windows		100%
	Exterior Windows		100%
	Floors (sweep, mop, wax)		100%
	Metal trim, base (dust, remove wax)		100%
	Below ramping		100%
	Clean light fixtures	100%	
	Replace light bulbs	100%	
	Change HVAC filters	100%	
Repair/Replace			
	Doors	50%	50%
	Windows		100%
	Floors (terrazzo, carpeting)		100%
	Roof/Ceiling		100%
	Painting, interior		100%
	Painting, exterior		100%
OPERATIONS			
	HVAC/Mechanical	100%	
	Lighting/Electrical	100%	
INSURANCE			
	Casualty insurance/Public liability	50%	50%
	Surety Bond	50%	50%
SURVEILLANCE			
		50%	50%
SIGNAGE			
		50%	50%

NOTES:

1. Where 100%; responsible party to invoice other party for 50% of the cost.
2. Where 50%; each party responsible; particular to their entrance side of the bridge.

Above reflects the property responsible for performing the maintenance item/service for the skyway bridge.

Building: Norwest Center - Saint Paul
 Contact: Dawn Grant
Towle Real Estate Company
 (as agent for TPL/CMS St. Paul Limited Partnership)
 Address: 55 East Fifth Street
Suite 1575
St. Paul, MN 55101
 Phone: 221-1949
221-0540 (fax)
 Signature: *Dawn Grant*
 Title: Vice President
 Date: 5/1/95

Building: Dayton's
 Contact: Richard Dronen
Dayton's
 Address: 700 on the Mall
Minneapolis, Minnesota 55402
 Phone: 375-3156
 Signature: *Richard Dronen*
 Title: VICE PRESIDENT
 Date: 5-5-95