

SK12

7th Place

#9

64

82 F

SKB

79 F

#8

Robert St

Golden Ridge

Speaker

12'6"

Criser

18'6"

L.S.

Handicap #3 SK39

7th St.

JIN STREET

74

SPEAKER

Cameras

Metro Square

SEVENTH FLOOR

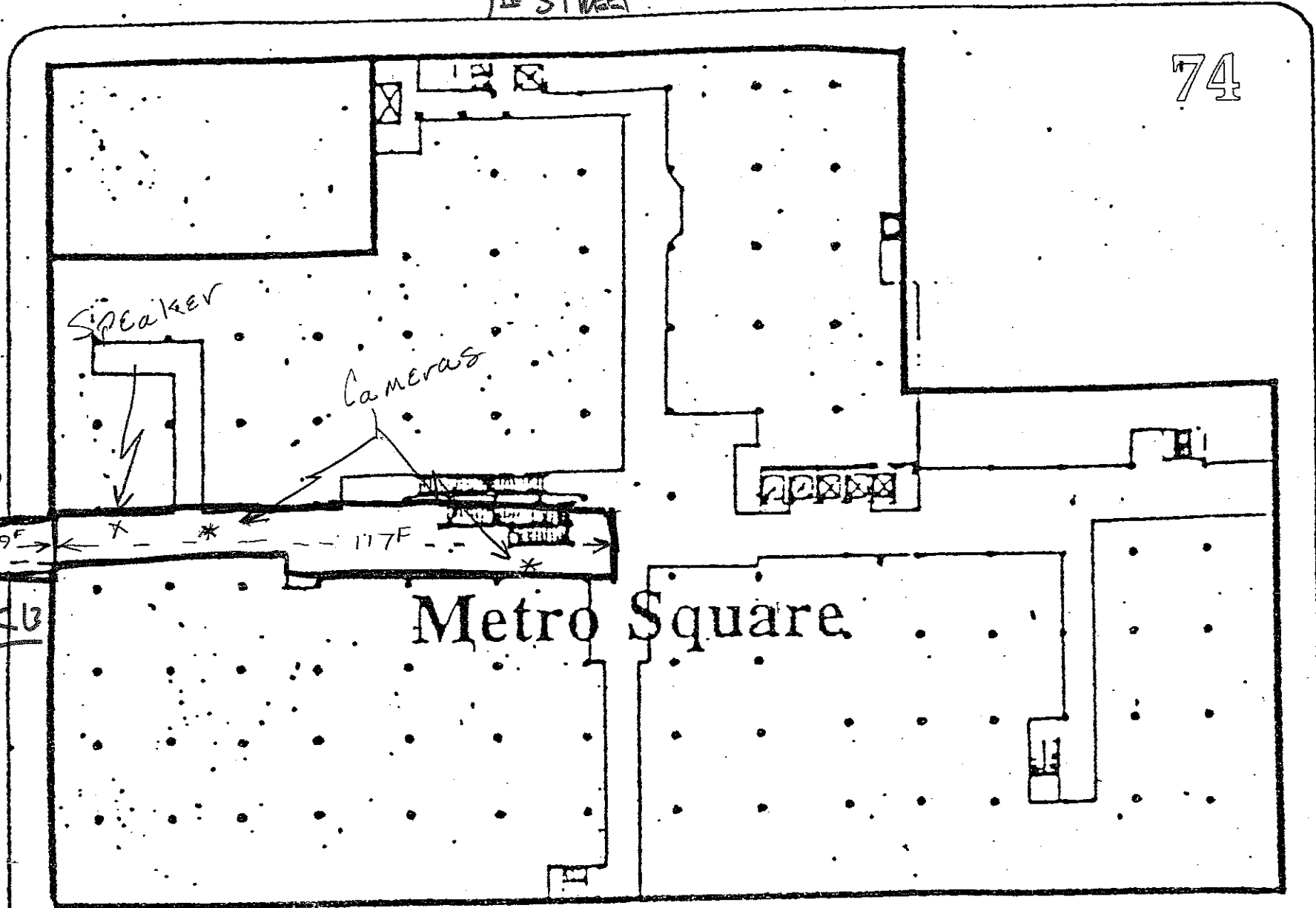
#8

79F

117F

SK13

ROBERT ST



SKYWAY BRIDGE MAINTENANCE

Skyway Bridge No. 8

		BLDG GOLDEN RULE BLDG.	BLDG METRO SQUARE
MAINTENANCE			
Cleaning			
	Doors	X	X
	Interior windows		X
	Exterior windows		X
	Floors (sweep, mop, wax)		X
	Metal trim, base (dust, remove wax)		X
	Below ramping		X
	Clean light fixtures		X
	Replace light bulbs		X
	Change HVAC filters	X	
Repair/Replace			
	Doors	X	X
	Windows	X	X
	Floors (terrazzo, carpeting)	X	X
	Roof/Ceiling	X	X
	Painting, interior	X	X
	Painting, exterior	X	X
OPERATIONS			
	HVAC/Mechanical	X	
	Lighting/Electrical	X	
INSURANCE			
	Casualty insurance/Public liability	X	X
	Surety Bond	X	X
SURVEILLANCE			
		X	X
SIGNAGE			
		X	X

Each bldg. does their own side

Each bldg does their own side
These responsibilities are shared

NOTE: Above should reflect the property responsible for performing the maintenance item or service for the skyway bridge.

Building Metuo Square
 Contact Clayton J. Shonika
 Address 121 East 7th Place
Suite # 250, St Paul 55101
 Phone 227-7875
 Signature [Signature]
 Date 3-28-95

Building GOLDEN RULE BUILDING
 Contact PAT WOLF
 Address 35 EAST SEVENTH PLACE
ST PAUL, MN 55101
 Phone 290-5540
 Signature [Signature]
 Date 4/5/95

Please submit completed and signed form to:
 Kathryn Ter Horst
 Department of PED
 1300 City Hall Annex
 25 West Fourth Street
 Saint Paul, MN 55102

SKYWAY MAINTENANCE AGREEMENT

This Agreement, made and entered into this _____ day of _____, 1979, by and between Hillcrest Development, a limited partnership, (hereinafter referred to as "Hillcrest") and Allied Central Stores, Inc., a Missouri corporation, and Alstores Realty Corporation, a corporation, (both hereinafter collectively referred to as "Allied").

WHEREAS, by agreement dated January 5, 1978, a skyway bridge has been constructed over Robert Street in the City of St. Paul connecting Hillcrest's "Metro Square Building" and Allied's Donaldson's Department Store Building"; and

WHEREAS, Hillcrest and Allied are required by said agreement to operate and to provide a surety bond, casualty insurance, and the necessary repairs and maintenance of said skyway bridge and its integral parts in each building at their sole expense and at no expense to the City of St. Paul or the Housing and Redevelopment Authority in and for the City of St. Paul; and

WHEREAS, Hillcrest and Allied wish to share the maintenance, operating and repair costs and to assign responsibility for the performance of such work between them.

NOW, THEREFORE, IT IS HEREBY AGREED by and between the parties hereto as follows:

1. That Hillcrest shall provide the labor and supplies necessary for the repair and maintenance of the skyway bridge and its integral parts, exclusive of those parts located within the buildings but to include the doors at both ends of said skyway bridge. Such maintenance and repair shall include, but not be limited to, cleaning windows, floors, and metal trim, polishing, repair and replacement of windows, floors, and metal trim; roof maintenance; repainting; light bulb replacement;

and light fixture cleaning. Hillcrest shall maintain adequate records sufficient to account to Allied for the cost of supplying such labor and supplies and Allied shall reimburse Hillcrest, monthly, for 50% of Hillcrest's actual costs in supplying such labor and supplies. That to the extent said bridge is decorated or re-decorated, the parties hereto shall agree on colors of paint, carpet and other decorations.

2. That Hillcrest and Allied shall share equally in the cost of obtaining and maintaining in force casualty insurance coverage and a surety bond as hereinafter provided; that Hillcrest shall obtain a policy or a rider to an existing policy which shall include Allied (and Alstores) as an additional insured and Hillcrest shall bill Allied and Allied shall reimburse Hillcrest for 50% of the actual cost of said insurance and surety bond as follows:
 - a) Casualty insurance coverage, with a duly licensed casualty insurance company, to the extent of Five Hundred Thousand Dollars (\$500,000.00) for injury to any person or persons in any single incident, and to the extent of Two Hundred Thousand Dollars (\$200,000.00) for damages to property in any single accident to indemnify Hillcrest, Allied, Alstores and the City of St. Paul against liability on account of injury to persons or property arising from or connected with the construction, erection, maintenance, operation or removal of the skyway bridge; and
 - b) A surety bond in the amount of Fifty Thousand Dollars (\$50,000.00) in favor of the City of St. Paul and conditional upon Hillcrest, Alstores and Allied complying with the requirements of Ordinance No. 16362 (The City of St. Paul) and maintaining,

repairing and removing the skyway bridge and providing that the failure of Hillcrest, Alstores or Allied to so comply, maintain, repair, or remove shall permit the City of St. Paul to recover the reasonable cost of such maintenance, repair or removal from the surety of such surety bond.

3. That Allied shall provide heat, cooling and energy for the skyway bridge and related and necessary equipment and mechanical devices, and Allied shall assume responsibility for the repair and maintenance of said equipment and mechanical devices which service said skyway bridge; the parties hereto shall share the costs thereof equally as follows:

A) It is recognized that there is certain equipment which has been installed in Donaldson's building, the purpose of which is to heat and cool the skyway bridge; it is recognized, further, that some of said equipment (a chiller and related equipment) services not only the skyway bridge connecting the buildings owned by the parties hereto, but that certain skyway bridge between Allied's building and the so-called Bremer Arcade building; accordingly, the parties hereto agree to share in the cost of maintenance and repair of said mechanical equipment and devices as follows:

a) With respect to the chiller and its related equipment (pump, holding tank and piping) the parties hereto hereby agree to share the cost of maintenance and repair and replacement by Hillcrest assuming and paying one-fourth (1/4) of the cost thereof, with Allied paying one-half (1/2) thereof, it being recognized that an additional one-fourth (1/4) will be the responsibility of the Bremer Arcade building owners.

- b) With respect to the air handlers and its related equipment (fans, pumps and piping) the parties hereto hereby agree to share, equally, the cost of repair, maintenance and replacement of said equipment, it being recognized that said equipment was installed to service the skyway bridge between the parties hereto, exclusively.
- B) That Allied shall provide steam for the heating of the skyway bridge based upon the total number of pounds of steam required to heat said skyway bridge, annually, in accordance with the calculations prepared by Hammel, Green and Abrahamson, Inc., Architects and Engineers, a copy of said calculations being attached hereto and made a part hereof as Exhibit "A". The parties hereto hereby agree to each pay 50% of the annual cost of said steam based upon the rate per M pounds of steam annually, as hereinafter set forth. The parties hereto hereby agree that the average annual cost per M pounds of steam shall be based upon the costs as estimated by the Minnegasco Energy Center, Inc., 816 Fourth Avenue South, Minneapolis, Minnesota 55404, as said rate will fluctuate, from year to year, with the rate of \$6.20 per M pounds of steam annually to be the cost through the year 1979 in accordance with the calculations by the said Minnegasco Energy Center, Inc. as contained in that certain letter dated April 30, 1979 and attached hereto as Exhibit "B". That Allied shall bill Hillcrest 1/24 of the total annual cost of said steam, monthly. That to the extent the actual cost of steam as determined by the Minnegasco Energy Center, Inc. for any period varies from its estimations, the parties hereto shall apportion any such excess or deficiency equally between them.

- C) That Allied shall provide electrical energy to the skyway bridge and its related equipment, and the parties hereto hereby agree to each pay 50% of the actual cost of the total number of kilowatt hours per year of electrical energy needed for said skyway bridge in accordance with the calculations of Hammel, Green and Abrahamson, Inc., Architects and Engineers, said calculations appearing in a letter dated April 24, 1979 and attached hereto as Exhibit "A". Accordingly, Allied shall bill to Hillcrest the actual cost of 73569.5 kilowatt hours per year, said sum to be billed monthly to Hillcrest at a rate equal to the average cost per kilowatt hour (experienced by Allied at its building at 7th and Robert, St. Paul, Minnesota) for the three month period prior to the actual billing by Allied to Hillcrest.
4. Hillcrest agrees to provide Allied with a certificate substantiating the fact that Allied has been named as an additional insured in accordance with the parties' obligation to insure as hereinabove referenced and as contained in that certain skyway agreement dated January 5, 1978 by and between the parties hereto, the City of St. Paul, the Housing and Redevelopment Authority of the City of St. Paul and the building owners of the building commonly known as the Bremer Arcade building.
5. The respective rights and obligations of the parties set forth in this agreement shall be binding upon and shall enure to the benefit of the respective parties and their successors and assigns and shall continue in force until such time as the skyway bridge system, or this part, is vacated or abandoned in the manner required by law or until January 5, 2003, whichever occurs first.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed the day and year first above written.

HILLCREST DEVELOPMENT, a limited partnership

By _____
Its General Partner

ALLIED CENTRAL STORES, INC., a Missouri Corporation

By _____
Its _____

ALSTORES REALTY CORPORATION, a Corporation

By _____
Its _____

HGA

Hammel Green and Abrahamson Inc. Architects & Engineers 2675 University Ave., St. Paul, Minnesota 55114 612/646 7501

24 April 1979

Mr. Robb Grumann
Director of Operations
Donaldson's Department Stores
601 Nicollet Mall
Minneapolis, Minnesota 55402

Re: Skyway Bridge
Donaldson's to Metro Square
Commission Number 405.38

Dear Sir:

The projected energy use for the subject bridge is as follows:

A. Steam consumption

Derived from heat loss calculation of bridge only.
No ventilation load was considered 8,382 degree
days per heating season and 24 hours/day

470,250 lbs.
per year

B. Electrical - bridge only

Lighting and receptacles = 5.01KW x 9 hours/day x
307 days/year =

13,843 KWH/year

Heat cable = 2.37KW x 24 hours/day x 60 days/year =

3,413 KWH/year

Motors = 3.75KW x 9 hours/day x 307 days/year =

13,687 KWH/year

30,943 KWH/year

C. Electrical - common chiller and circulating pumps - new

Lighting and receptacles = .3KW x 9 hours/day x
307 days/year =

828 KWH/year

Motors = 20 full load KW x 500 (full load equivalent)
hour cooling season

10,000

10,828

Proportionate demand - Metro Square bridge only

x .57

6,171 KWH/year

Exhibit "A"

HGA

Mr. Robb Grumann
Page 2
24 April 1979

D. Electrical - common well pump and circulating pumps

*Well pump = 112KW x 10 hours/day x 130 days/year = 145,600
*Circulating pumps - 2 x 18KW x 10 hours/day x 130 days/year = 46,800

** Proportionate demand - Metro Square bridge only 192,400
x .57
109,668

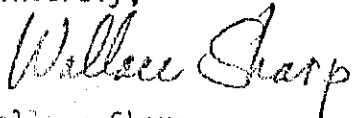
E. Total electrical usage

Item B 30,943
Item C 6,171
Subtotal 37,114
Item D 109,668

* Operating data received from Robb Grumann

** Additional demand factors, if applicable, to be obtained from Donaldson's.

Sincerely,



Wallace Sharp

WS:1a

Ninegasco Energy Center, Inc.

1700 Fourth Avenue South • Minneapolis, Minnesota 55404 • Telephone (612) 372-4654

Executive Offices: 401 Multifoods Building • Minneapolis, Minnesota 55402 • Telephone (612) 372-5072

April 30, 1979

Mr. Frank Mirovsky
Director of Store Services
Donaldson's
601 Nicollet Mall
Minneapolis, Minnesota 55402

SUBJECT: Steam cost estimate for calendar 1980

Dear Mr. Mirovsky:

This letter will supplement our discussion on Friday, April 27 regarding the probable cost of purchased steam from the Energy Center during calendar 1980.

Since you are a sub-metered customer of the Northwestern Bank Building Company and I do not have direct records on your annual consumption, I am using the estimated consumption figures that were available when we originally shut down the Northwestern plant and put them on our service.

Our records indicate that the steam demand for Donaldson's is based on 9,024 lbs. and your annual consumption averages 21,159 M lbs.

Based on these figures, we arrive at the following annual costs:

Demand	\$24,123.48
Consumption	27,769.67
Escalation	
21,159 x \$3.75	<u>79,346.25</u>
Total annual cost	\$131,239.40

Average annual cost per M lbs. - \$6.20

I should go on to state that our original estimate for 1980 indicated an escalation of \$3.45 per M lbs. During the past few years we have realized such very rapid increases in fuel costs, however, that we feel that figure will be low and as a result, we added 30¢ per M lbs. to the \$3.45 to arrive at an escalation of \$3.75.

I feel that your estimate of \$6.25 per M lbs. is very close to ours and should be a safe figure to use for estimating costs for 1980.

In the event additional information is required, please feel free to call me.

Very truly yours,
NINNEGASCO ENERGY CENTER, INC.

K. A. Linwick
President

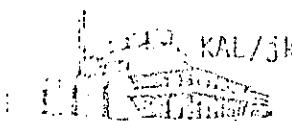

NINNEGASCO ENERGY CENTER
A MEMBERSHIP OF NINNEGASCO AND IS SERVING STEAM AND CHILLED WATER TO THE DOWNTOWN MINNEAPOLIS

Exhibit "B"