APPROVED BY CITY COUNCIL

4124

MTC Contract# 84-00-35

ADDENDUM TO LEASE AGREEMENT

This Addendum is made this 27th day of August, 1987, to the Lease made the 20th day of April, 1984, by and between the City of Minneapolis, a municipal corporation (hereinafter "Lessor") and the Metropolitan Transit Area, a public corporation and political subdivision of the State of Minnesota acting by and through its governing body, the Metropolitan Transit Commission (hereinafter "Lessee").

1. Paragraph 3 of the Lease of April 20, 1984 shall be amended to read as follows:

"Said leasehold premises are to be used by Lessee for purposes of a transit vehicle layover facility and for purposes reasonabley related to the operation of paratransit or the operation of public transit system within the Metropolitan Transit Area, as those terms are defined in Minn. Stat. 1978, Sec. 473.401, et seq., but may be sublet with the permission of the Lessor, to an Interstate Passenger Carrier."

2. Paragraph 4 of the Lease of April 20, 1984, shall be amended to read as follows:

"As and for rental for the leasehold premises, Lessee shall pay to the Lessor One Dollar (\$1.00), the receipt and sufficiency which is hereby acknowledged by Lessor, plus Fifty percent (50%), but not less than Five Thousand Two Hundred Fifty Dollars (\$5,250.00) of all rentals or other payments received by the Lessee by way of subletting any portion of the facilities shown in Exhibit A."

3. Paragraph 6 of the Lease of April 20, 1984, shall be amended to read as follows:

"Lessor shall, at its own cost and expense, maintain the leasehold premises and all improvements and facilities and landscaping upon the leasehold premises, including any and all sublet premises, in a neat condition and a good state of maintenance and repair required to keep the premises tenantable for the purposes hereof. Any damage to leasehold premises caused by the Lessee, assignee or subtenant, and any or all of its or their employees, agents or invitees shall be repaired at the cost and expense of the Lessee."

4. Paragraph 7 of the Lease of April 20, 1984, shall be amended to read as follows:

"Lessor shall, at its own cost and expense, provide all sewer, water, electric, heat, air conditioning, lighting, trash removal, snow removal and other services reasonably required by Lessee and its subtenant(s) and Lessor shall pay all charges for said utilities and other services so provided."

5. Paragraph 10 of the Lease of April 20, 1984, shall be amended by adding an additional sentence which shall read as follows:

"The Lessor reserves the right to approve the insurance coverage maintained by any subtenant of the leased premises, prior to permitting occupancy by such subtenant."

6. Paragraph 15 of the Lease of April 20, 1984, shall be amended to read as follows:

"In the event the leasehold premises are damaged or destroyed by fire, wind storm, flood, civil disorder or other cause, Lessor shall, at its own cost and expense, repair, restore and rebuild the leasehold premises within a reasonable time after such damage for destruction, but not for the benefit of any subtenant, or provide an alternative, reasonably equivalent layover facility to the Lessee, but not to any subtenant, for the remainder of the lease term."

7. Paragraph 17 of the Lease of April 20, 1984, shall be amended to read as follows:

"Lessee shall not assign, sublet or otherwise transfer its interest in this lease without the prior written consent of the Lessor. The Lessor shall require, in addition to all other provisions herein, prior to granting its consent to subtenancy herein, a showing by the Lessee and its subtenant that an employee of either entity shall be on the subleased premises every day of the week. Violation of the above provision shall be cause for immediate cancellation of the consent granted for subtenancy. Provided, however, that the right to assign, sublet or otherwise transfer shall not preclude assignment by operation of law."

- 8. The Lessor reserves unto itself the right to withdraw its consent to subtenancy upon any express or implied violation of the subtenant's duties and obligations pursuant to this agreeement or for violaton of any duties or obligations existing pursuant to Minn. Stat. 1986, Ch. 504.
 - 9. This Addendum to Lease Agreement shall be effective March 1, 1987.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to Lease Agreement to be signed the day and year above first written.

METROPOLITAN TRANSIT COMMISSION

Its Project Managers

Karın Kosenbugu

Financial Requirements Reviewed by:

Contract Requirements Reviewed by:

Doler + Manga

Its Director of Finance

Its Chief Administrator

CITY OF MINEAPOLAS

Mayor

Attest Strong in Tuber

Assistant City Cler

Countersianed

finance office

Approved as to Execution:

Assistant City Attorney

Your Committee mends that the prop City est ers be authorized to oposals for development of oftware for the Central Traffic Control Computer at 300 Border Av and also to purchase equipment from the computer manufacturer on a separate contract. It is further recommended that the contract with Bather Belrose Boje, Inc be extended to cover their in volvement in the coordination and installation of same in an amount not to exceed \$45,000 payable from Traffic-Field Operations Administration (01-6875). Adopted. Passed by final roll call

as hereinafter noted. Passed January 23, 1987. Approved January 29, 1987 Donald M. Fraser, Mayor.

Tars JAN 22 1087 mittee ecommends that the proper City Officers be authorized to execute an "Addendum to Lease Agreement," with Metropolitan Transit Commission concerning the lease of space in the bus passenger waiting area of the Gateway Municipal Parking Ramp and MTC Bus Layover, and also authorize the Director of Public Works to review and approve the sublease agreement between the Metropolitan Transit Commission and Trailways Bus Company.

Adopted. Passed by final roll call as hereinafter noted.

Passed January 23, 1987. Approved January 29, 1987. Donald M. Fraser, Mayor.

Attest: Lyall A. Schwarzkopf,
City Clerk.

JAN 23 1937

T&PS — Your Committee,

having under consideration a petition conforming to City Council policy for installation of mid-block street and alley lights, recom-mends installation of the following in accordance with recom-mendation of the Traffic Engineering Div for the convenience and safety of the area:

Proj 🚽 Location 591M Dupont Av S betw W 47th & 48th Sts Street (2) 592M S 9th St betw

Riverside Av & Street (1) 29th Av S

Adopted. Passed by final roll call as hereinafter noted. Passed January 23, 1987.

Approved January 29, 1987. Donald M. Fraser, Mayor, Attest: Lyall A. Schwarzkopf,

City Clerk.

T&PS Tour Committee recommendation of the Path-breaker Project Coordinator to approve the following Pathbreaker Project Proposal for snow removal

on critical corners and bus stops
on critical corners and bus stops
No of Neighbor
Group Units hood
Waite House Youth
Program (PUNS) 134 Phillips

Adopted. Passed by final roll call as here mafter noted.
Passed January 23, 1987

Approved January 29; 1987. Donald M. Fraser, Mayor. Attest: Lyall A. Schwarzkopi

City Clerk.

JAN 23 1987

TAPS Your Committee recommends passage of a resolution appointing members of the Hennenin-Laka Sacrata Attest: Lyall A. Schwarzkopt, resolution appointing members of ity Clerk. C. Jallan with Hennepin-Lake Special Services District Advisory Board. vices District Advisory Board.

Council Member Coyle offered a resolution, as per above report, appointing the Hennepin-Lake Special Service District Advisory

Adopted. Passed by final roll call as hereinafter noted. (See Resolution.)

JAN 23 1987 S - Your Committee recommends passage of a resolution requesting the Com-missioner of Transportation to release a grant from the Minnesota State Transportation Fund in the amount of \$62,099.30 for construction of the Dupont Av S Bridge Project. (S P 141-170-02)

Council Member Coyle offered a resolution, as per above report, requesting the Comsnr of Transportation to release a grant from the Minnesota State Transportation Fund in the amount of \$62,099.80 for the construction of the Dupont Av S Bridge Project (S

P 141-170-02).
Adopted. Yeas, 12; Nays, none as follows:

Council Members White, Yeas — Council Members White, Coyle, Carlson, Sayles Belton, Scallon, Niemiec, Cramer, Schulstad, Johnson, O'Brien, Hilary, President Rainville-12.

Absent - Council Member

(See Resolution.)

T&PS Your Committee ecommends passage of a solution which provides for the Commissioner of Transportation to act as the City's agent in accepting Federal Aid on the City's behalf for road and bridge construction, improvement or maintenance of roads or bridges financed either in whole or part with Federal monies.
Council Member Coyle offered a resolution, as per above report, directing execution of an agreement with the Minnesota Department of Transportation providing for the Commissioner of Transportation to act as the City's agent in accepting Federal Aid on the City's behalf, for road and bridge construction, improvement or maintenance of roads and bridges financed either in whole or part with Federal monies. Adopted. Yeas, 12; Nays, none,

as follows: 🚶 as follows:
Yeas — Council Members White,
Coyle, Carlson, Sayles Belton,
Scallon, Niemiec, Cramer,
Schulstad, Johnson, O'Brien, Hilary, President Rainville-12.

Hilary, President Rainville—12.

Absent — Council Member Direction—1.

(See Resolution—1.

T&PS — Your Committee

recommends passage of the accompanying resolution designating the areas and streets to be improved in the 1987 Residential Paving Project.

Council Member Coyle offered a resolution, as per above report, designating the improving of certain existing streets within the following Residential Paving Areas, with their boundaries described by commencing in the most NWly cor continuing in a clockwise direction: South Minnehaha (2738) E 54th St, 46th Av S, approx 91 ft S of E 59th St, 42nd Av S, E 58th St, N-S alley line bet 41st and 42nd Avs S; East Holland (2751) approx 300 ft N of 27th Av NE, Washington St NE, Lowry Av ME, BN RR R,W; and 22nd Av NE, BN RR R,W, N-S lot line bet Jefferson and Madison Sts NE, 18th Av NE, BN RR R/W, Quincy, St NE, 12th Av NE if ext, Jeilerson St NE, Broadway St NE, N-S alley, N-S alley Weshington and Adams Sts. line bet Washington and Adams Sts NE, 13th Av NE, Washington St NE; South Armatage (2772) W 58th St, Penn Av S, W 62nd St, Xerxes

Adopted. Yeas, 12; Nays, none,

Adopted. Pas, 12, 1435, Bottom as follows:

Yeas — Council Members White,
Coyle, Carlson, Sayles Belton,
Scallon, Niemiec, Cramer,
Schulstad, Johnson, O'Brien,
Hilary, President Rainville—12.

Absent — Council Member Dziedzic-1. (See Resolution.) Go; Chru

T&PS — Your Committee recommends that the proper City Officers be directed to execute an agreement with the Metropolitan Waste Control Commission (MWCC) providing for the City to adjust MWCC manholes during the reconstruction of Washington Av S in an amount not to exceed \$16,870, payable from Public Works-Sewers—Capital Improvements (40,9320) and to be reimbursed by the Metropolitan Waste Control Commission.

Adopted, Passed by final roll call as hereinafter noted.

Passed April 24, 1987.

Approved April 30, 1987. Donald M. Fraser, Mayor.

Attest: Lyle D. Lund, Asst. City Clerk.

, rMENT OF PUBLIC WORKS LITY HALL "NNEAPOLIS, MINNESOTA 55415

ERRY D. SMITH, P.E. ITY ENGINEER - DIRECTOR OF PUBLIC WORKS

AMES H. LIND, P.E. EPUTY CITY ENGINEER

M. GARBER DIRECTOR, ADMINISTRATION F. HAYEK DIRECTOR, WATER WORKS I. A. HOSHAW DIRECTOR, ENGR'G DESIGN J. KROENING DIRECTOR, GEN'L SERVICES J. LOKKESMOE DIRECTOR, OPERATIONS E. MACISON MANAGER, FINANCE I. J. MONAHAN DIRECTOR, TRAFFIC ENGR'G 8. SAOLER SUPERINTENDENT, EQUIPMENT

lecember 30, 1986

Chairman Coyle, Transportation and Property Services Committee

Re: Addendum to Lease Agreement with MTC for Gateway Municipal Parking Ramp and Trailways Bus Company

Dear Chairman Coyle:

On December 2, 1985, we requested authorization to negotiate an agreement with the Metropolitan Transit Commission and the Trailways Bus Company concerning lease of space in the Gateway Municipal Parking Ramp and MTC Bus Layover for use by Trailways as a depot. We have met with the City Attorney, Mr. Hougom, the President of Trailways Bus Company, Mr. Aaron Isaccs, from the MTC and have defined those terms/conditions required in the attached Addendum to Lease Agreement with the MTC related to the MTC's lease of space.

The major terms in the addendum include the City receiving a minimum of \$5,250.00 in annual rent, the City being required to maintain and provide all utility service to the bus layover and passenger waiting area which we are currently required to do under the lease with the Metropolitan Transit Commission and which was a condition imposed upon the City by the Urban Mass Transportation Administration in obtaining the \$4.9 million grant used to construct the facility. The City reserves the right to approve any and all insurance coverage binding any subtenant of the MTC of the leased premises, and the City shall approve all subtenant lease agreements prior to granting consent for such subtenancy.





* ' ' /le, Transportation ty Services Committee

December 30, 1986

have reviewed this Addendum to Lease Agreement with all parties joncerned and have received concurrence from all parties.

I, therefore request authorization to execute the attached "Addendum to Lease Agreement" with Hetropolitan Transit Commission concerning the lease of space in the bus passenger waiting area of the Gateway Municipal Parking Ramp and MTC Bus Layover, and also authorize the Director of Public Works to review and approve the sublease agreement between the Metropolitan Transit Commission and Trailways Bus Company.

Respectfully submitted,

Perry D. Smith, P. E. City Engineer-Director of Public Works

J. Monahan, Director Michael Traffic Engineering Division

MJM:GAF:jr

Attachments

cc: I. Hougam A. Isaacs

A. Hyatt

G. Finstad

R. Smith F. May