Property Agreements Summary
Centre Village
701 Building
Pedestrian Walkway

Date executed:
01/29/1993

Terms and Conditions:
701 Building lease's to the City of Minneapolis a defined area to be used as a pedestrian walkway.

Requirements of the City:
To occasionally wash the windows near the walkway.
The City of Minneapolis is responsible for the cost of all utilities.

Scheduled Events:
None

Financial Requirements:

Rental price and schedule of payments:
In exchange for the land the 701 Building should receive 9 reserved stalls for free on the first basement level of the Centre Village parking ramp.

Length of agreement:
99 years

Agreement renewal options:
None

Contacts for the City of Minneapolis:
There is no direct contact regarding this lease.

Contacts for the other agreement party:
There is no direct contact regarding this lease.

Other important notes:
The city cannot sublease the space without 701 building approval.

APPROVED BY CITY COUNCIL
JAN 29 1993
19
City Clerk

3629

LEASE

This lease is made as of the 4th day of February, 1993, by and between Venture 701 Limited Partnership ("Landlord") and the City of Minneapolis, a municipal corporation under the laws of Minnesota, ("Tenant").

WITNESSETH THAT:

1. Premises. Landlord, subject to the terms and conditions hereof, hereby leases to Tenant certain real property ("Property"), legally described as follows:

The southeasterly 9.70 feet of the northeasterly 110.00 feet of the following described property:

> That part of the Northwest Quarter of the Northwest Quarter of Section 26, Township 29, Range 24, Hennepin County, Minnesota described as follows: Beginning at the intersection of the southwesterly line of seventh Street South with the southeasterly line of Fourth Avenue South; thence southeasterly along said southwesterly line of Seventh Street South a distance of 165.00 feet; thence southwesterly parallel with said southeasterly line of Fourth Avenue South a distance of 165.00 feet; thence northwesterly parallel with said southwesterly line of Seventh Street South to an intersection with said southeasterly line of Fourth Avenue South; thence northeasterly along said southeasterly line of Fourth Avenue South to the point of beginning; except the following two parcels:
>
> > that part of the above described tract taken for alley purposes, as shown in Document No. 886827;
> >
> > and that part of the above described tract which lies southerly of the following described line:

commencing at the intersection of the southwesterly line of seventh Street South with the southeasterly line of Fourth Avenue South; thence southeasterly along said southwesterly line of Seventh Street South a distance of 165.00 feet; thence southwesterly parallel with said southeasterly line of Fourth Avenue South a distance of 145.00 feet to a point hereinafter referred to as point A; thence continuing southwesterly parallel with said southeasterly line of Fourth Avenue South a distance of 10 feet; thence northwesterly parallel with said southwesterly line of Seventh Street South a distance of 10 feet, to a point hereinafter referred

to as point B; thence in an easterly direction to the aforesaid point A, said point A being the actual point of beginning of the line to be described; thence westerly along a line that extends between points A and B and its extension westerly to its intersection with the line drawn parallel with and 10 feet northeasterly of, as measured at right angles to, the center line of the alley as opened by Document No. 886827, and there terminating.

together with any and all air rights associated with said property.

2. Term. Tenant leases the Property from Landlord, upon the terms and conditions contained herein for the term of 99 years. Such term shall commence on the ____ day of _____, 1993, and shall end on the ____ day of _____, 2092.

Term of Lease.

If Tenant remains in possession of the Premises after the Term without Landlord's consent, Landlord shall be entitled to all remedies available at law or in equity, including the right to elect to treat Tenant as a tenant from month to month, subject to all provisions of this Lease but with Base Rent at twice the rate charged during the previous Lease Year.

3. Use of Property. The Property shall be used for a landscaped pedestrian walkway and for such other activity which Landlord shall permit in writing. Permission for other activities may be withheld by Landlord in its sole discretion. Tenant shall not use or occupy the same or knowingly permit them to be used or occupied contrary to any statute, rule, order, ordinance, requirement or regulation applicable thereto or in any manner which would cause structural injury to the Improvements on the adjoining premises or cause the value of usefulness of the Property or the adjoining premises or any portion thereof substantially to diminish

(reasonable wear and tear excepted) or which would constitute a public or private nuisance or waste. Tenant shall not use the Property for the production, storage, emission, deposit or disposal of toxic, dangerous or hazardous substances or pollutants, which substances or pollutants, if found on the Property, might subject Landlord to any damages, penalties or liabilities under applicable federal, state or law or which might adversely affect Landlord's adjoining property. Tenant agrees that it will promptly, upon discovery of any such use (1) take all necessary steps to compel the discontinuance of such use and (2) promptly remediate any harm or damage that may have occurred to the Property or Landlord's adjoining property.

4. Rent. In consideration for the use of the Property, Tenant agrees that such Property shall be used for essential public and governmental purposes which use will qualify the Property to be exempt from all ad valorem taxes pursuant to Minn. Stat. §459.14 Subdivision 8. In the event the Property fails to qualify for such exemption at any time during this lease, tenant agrees to pay Landlord an annual cash payment in an amount equal to the ad valorem and/or any other taxes payable with respect to the Property. In addition to the foregoing covenant, Landlord shall receive the use of nine reserved parking stalls located on the first basement level below the first floor of the Centre Village Ramp (all as shown as attached Exhibit B) without cost to the Landlord, to be used by the Landlord in its sole discretion. Tenant shall also pay to Landlord upon request from time to time

the additional cost of window washing, if any, on the east side of the Craig Hallum Center resulting from Tenant's improvements to the Property as set forth in Exhibit A.

It being the intention and purpose of the respective parties hereto that this Lease shall be a "Net Lease" and that all rental shall be paid to Landlord without diminution, the parties agree that all cost or expense of whatever character or kind, general or special, ordinary or extraordinary, foreseen or unforeseen and of every kind and nature whatsoever that may be necessary or appropriate in connection with the operation of the Property and all improvements erected thereon and the Tenant's authorized use thereof during the entire term of this Lease Agreement, shall be paid by Tenant and all provisions of this Lease Agreement relating to impositions, charges or other expenses are to be construed in light of such intention and purpose that this Lease Agreement be a "Net Lease".

5. Covenants of Parties.

A. Tenant agrees that Landlord, its employees, and any other pedestrians shall have free access to and from the common area accessways from time to time existing in the building adjacent to the west side of the Property, which building is commonly known and herein referred to as the "Craig Hallum Center" during such times as those common areas are otherwise open. Free access includes the use of the Property as a walkway leading to the east entrance of the Craig Hallum Center. Such walkway and entrance are specified in detail in Exhibit A incorporated herein by reference.

B. Tenant agrees that no completed improvements made to the subject Property nor any other post-construction activity of Tenant shall interfere with Landlord's access and use of a loading dock located near the Property. Upon completion of the improvements the alleyway shall remain one-way from 7th Street to 4th Avenue South.

C. Tenant agrees to allow Landlord to bring onto the Property any materials, equipment and laborers which may be necessary in order for Landlord to wash the windows or perform other maintenance, repair or rebuilding of the Craig Hallum Center or the improvements associated therewith. Landlord may bring such materials, equipment and laborers onto the property for such purposes at any time. Landlord agrees to use commercially diligent efforts to avoid damage to the Property in the performance of activities under this paragraph.

D. Tenant agrees that all damages to Craig Hallum Center caused by any activity of Tenant in connection with the improvement and repair of the Property shall be the liability of Tenant and Tenant shall promptly repair such damages upon 20 days written notice from Landlord. If Tenant does not commence and complete such repairs promptly after receiving notice Landlord may make the repairs and Tenant shall, upon billing, immediately reimburse Landlord for the reasonable cost thereof, together with an additional 15% of such costs to cover Landlord's costs associated with supervising such work.

6. Maintenance.

A. Tenant, shall be responsible for all cost and expense, throughout the Term of this Lease Agreement, of maintaining the Property and all improvements thereon in good order and condition, and making all necessary repairs thereto, ordinary and extraordinary, foreseen and unforeseen of every nature, kind and description. When used in this Article the term "repairs" shall include all necessary replacements, renewals, alterations, additions and betterments. The necessity for or adequacy of repairs shall be measured by the standards which are appropriate for buildings of similar construction and class to the Craig Hallum Center, provided that Tenant shall in any event make all repairs necessary to avoid any structural damage or other damage or injury to any building or other improvement erected on the Property including repairs on the property necessary to prevent damage to the improvements on Landlord's adjoining property.

B. Tenant shall put, keep and maintain all portions of the Property and the Parking areas, sidewalks, curbs, entrances, passageways and all areas adjoining the same in a clean and orderly condition, free of dirt, rubbish, snow, ice and unlawful obstructions.

C. Landlord shall not be required to furnish any services or facilities or to make any repairs or alterations in, about or to the Property or any improvements erected thereon. Tenant hereby assumes the full and sole responsibility for the condition, operation, repair, replacement, maintenance and management of the

Property and the Improvements and Tenant hereby waives any rights created by any law now or hereafter in force to make repairs to the Property or Improvements at Landlord's expense.

D. Landlord shall have the right to enter the Property to make periodic inspections during normal business hours as it deems necessary or appropriate.

7. Utilities. From and after the effective date of this Lease, Tenant will pay for all charges for utilities, including, but not limited to, water, electricity, light, heat, gas, power, sewer, steam or other utilities furnished to the Property.

8. Assignment and Sublease. The Tenant shall not assign this Lease, either in whole or in part, or sublet, mortgage, encumber or otherwise transfer the leasehold interest of Tenant or any interest therein without the Landlord's prior written consent thereto, which consent may be withheld in Landlord's sole discretion. Landlord shall have the right to sell, convey, transfer and assign, in whole or in part, all its rights and obligations hereunder and in the project and Property referred to herein, and in such event, no further liability or obligations shall thereafter accrue against Landlord hereunder. Tenant agrees to attorn to such transferee.

9. Subordination.

A. This Lease shall be subject and subordinate to the lien of any mortgage which may be placed upon the Property or any portion thereof by Landlord, and to all renewals, modifications, consolidations, replacements and extensions thereof. This clause shall be self-operative and no further instruments of subordination

need be requested by any mortgagee; provided, however, that Tenant's obligation to subordinate its leasehold interest hereunder to the lien of any such mortgage shall be subject to the mortgagee thereunder agreeing that in the event of foreclosure or assignment of deed in lieu of foreclosure thereof, said mortgagee shall continue the rights of Tenant pursuant to this Lease and shall not terminate or disturb Tenant's rights hereunder except after a default by Tenant and then only in accordance with the provisions hereof. In confirmation of such subordination, however, Tenant shall at Landlord's request execute promptly any appropriate certificate, instrument or other document that Landlord may request. In the event of the enforcement by the mortgagee under any such mortgage of the remedies provided for by law or by such mortgage, Tenant will, upon request of any person or parties succeeding to the interest of Landlord as a result of such enforcement, automatically attorn to and become the Tenant of such successor interest without change in the terms of other provisions of this Lease. Tenant shall execute and deliver any instrument or instruments confirming the attornment herein provided for.

B. At Landlord's request, Tenant will, from time to time, execute and deliver either an estoppel certificate addressed to any mortgagee, assignee, or transferee of Landlord or any other agreement certifying as to information required by such mortgagee, assignee or transferee and agreeing to such notice provisions and other matters as any mortgagee may reasonably require in connection with Landlord's financing. If Tenant shall fail to respond within

ten (10) days of receipt by Tenant of a written request by Landlord as herein provided, Tenant shall be deemed to have granted Landlord a power of attorney to prepare such an estoppel certificate and Tenant shall be deemed to have admitted the accuracy of any information supplied by Landlord to any such mortgagee, including that this Lease is in full force and effect and, that there are no uncured defaults in Landlord's performance under this Lease.

10. Compliance with Laws. Throughout the Demised Term of this Lease, Tenant, at Tenant's sole cost and expense, shall promptly remove any violation of, and shall promptly comply with, any and all present and future laws and ordinances and the orders, rules, regulations and requirements of all Federal, state and municipal governments and appropriate departments, commissions, boards and officers thereof, and the orders, rules and regulation of the State or local fire marshall where the Property is situated or any other body hereafter constituted and exercising similar functions, which may affect or be applicable to the Property or any part thereof, or the sidewalks, curbs, passageways, alleys, entrances the use or manner of use of the Property or any part thereof, and whether the correction or removal so necessitated shall have been foreseen or unforeseen, or whether or not the same shall involve extraordinary construction or other disposition.

11. Mechanic's Liens. Tenant agrees to keep the Property free from any liens or claims for damages arising from any work performed, materials furnished or obligations incurred by or on behalf of Tenant. Tenant shall indemnify and hold harmless

Landlord from any such liens or claims. Tenant shall reimburse Landlord for any legal costs incurred by Landlord in connection with any such lien or claim.

12. Insurance. Landlord hereby acknowledges that Tenant is a self-insured municipal corporation.

13. Liability and Indemnity. Except for individuals occupying the Property at the direction of or authorized by Landlord, Landlord shall not be responsible or liable to Tenant for any loss or damage which occurs through the acts or omissions of any persons occupying the Property for any reason. Nor shall Landlord be held liable for any loss or damage resulting to Tenant, its agents, servants, employees, contractors, licensees, or invitees, or Tenant's personal property from any cause whatsoever. Tenant shall be liable for any damage or claim which may result to the Craig hallum Center from the improvement, maintenance repair of the subject Property. Tenant shall defend, indemnify and save Landlord harmless from all liability which may be imposed against Landlord for any reason save the gross negligence or willful misconduct of Landlord. Nothing herein shall be deemed to waive the applicable limitations and immunities of Minn. Stat. Chapter 466.

14. Default.

If: Tenant shall fail to pay any payment required under this Lease within five (5) days of the date the same is due, Tenant shall pay a monthly late fee to offset the additional expenses incurred by Landlord in dealing with late payments. The monthly late fee shall be equal to five percent (5%) of the late payment.

If: (i) Tenant's interest in the premises is sold under execution or similar legal process, or (ii) Tenant is adjudicated a bankrupt or insolvent and such adjudication is not vacated within thirty (30) days, or (iii) a receiver or trustee is appointed for Tenant's business or property and such appointment is not vacated within thirty (30) days, or (iv) a reorganization of Tenant or any arrangement with its creditors is approved by a court under the Federal Bankruptcy Act, or (v) Tenant makes an assignment for the benefit of creditors, or (vi) Tenant's interest under this Lease shall pass to another by operation of law, then Tenant shall be deemed to have breached a material covenant of this Lease and Landlord may re-enter the Premises and declare this Lease to be terminated.

If: (i) Tenant fails to pay any amount due under this Lease within five (5) days after the date the payment is due, or (ii) Tenant fails to keep or perform any of the other terms, conditions or covenants of the Lease for more than thirty (30) days after notice of such failure shall have been given to Tenant; (however, where a cure is not reasonably possible within that period Tenant shall be entitled to additional time to effect a cure, but not beyond thirty (30) additional days, so long as Tenant promptly commences acts reasonably calculated to effect a cure and thereafter diligently prosecutes those acts to completion); then Landlord, besides any other rights or remedies it may have at law or in equity, may either (a) terminate this Lease upon the expiration of five (5) days after written notice is given to

Tenant, in which event the Term shall end on the date set forth in that notice, or (b) re-enter the Premises in accordance with applicable law, dispossess Tenant and/or other occupants of the Premises, remove all property from the Premises and store the same in a public warehouse or elsewhere at Tenant's expense, and hold the Premises without becoming liable for any loss or damage which may be occasioned thereby. Tenant agrees that such re-entry by Landlord shall not be construed as an election on Landlord's part to terminate this Lease, that right, however, being continuously reserved by Landlord. Landlord shall not be deemed to have elected to terminate this Lease unless Landlord provides Tenant with written notice of that election.

If Landlord elects to re-enter the Premises, Landlord may make such alterations and repairs as may be reasonably necessary in order to relet the Premises, and relet all or part of the Premises for such period (which may extend beyond the Term of this Lease), at such rental and upon such other terms and conditions as Landlord in its reasonable discretion believes appropriate. All sums received by Landlord from such reletting shall be applied: first, to the payment of any indebtedness other than Rent due from Tenant to Landlord; second, to the payment of any costs and expenses of such reletting, including reasonable brokerage and attorneys' fees and of costs of such alterations and repairs; third, to the payment of Rent, and other charges due and unpaid hereunder; and the residue, if any, shall be applied in payment of future payments for which Tenant is responsible as they become due hereunder. If the

sums so received during any month are less than the amounts due during that month, Tenant shall pay the deficiency; if such sums are greater, Tenant shall have no right to the excess. The deficiency shall be calculated and paid monthly. Notwithstanding any such re-entry by Landlord, Landlord may at any time hereafter elect to terminate this Lease for such previous breach.

Mention in this Lease of any particular remedy shall not preclude Landlord from any other remedy, in law or in equity.

No waiver by Landlord or Tenant of performance by the other party shall be considered a continuing waiver or shall preclude Landlord or Tenant from exercising its rights in the event of a subsequent default. No acceptance by Landlord of a partial payment tendered by Tenant shall be deemed to be a waiver of the balance of the amount due even if the tender states that acceptance will constitute payment in full.

15. Waiver. Waiver by Landlord of any default in performance by Tenant of any of the terms or conditions of this lease agreement shall not be deemed a continuing waiver of that default or subsequent default.

16. Termination. In the event that the Craig Hallum Center is damaged or destroyed by fire, casualty or at the will of the owner thereof to an extent greater than 50% of its full replacement value during the Term of this Lease, Landlord may elect to terminate this Lease by giving to Tenant a written notice within sixty (60) days after such damage or destruction. In the event that Landlord elects to terminate this Lease, as set forth in this paragraph, all

of Tenant's obligations under the Lease, including, but not limited to, the obligation to pay rent, shall cease.

17. Condemnation.

A. If, during the Demised Term of this Lease, the entire Property shall be taken as the result of the exercise of the power of eminent domain (hereinafter referred to as the "Proceedings"), this Lease and all right, title and interest of the Tenant hereunder shall cease and come to an end on the date of vesting of title pursuant to such Proceedings. Any award made pursuant to the Proceedings shall be (1) made as though this lease were deemed to be terminated prior to the taking and (2) apportioned between the land and the Improvements thereon, including fixtures and equipment, as follows: Landlord shall be entitled to the portion of the award attributed to the land and Tenant shall be entitled to the balance of the award.

B. If, during the Demised Term of this Lease, less than the entire Property, but more than 20% of the land area of the Property shall be taken in any such Proceedings, this Lease shall upon vesting of title in the proceedings, terminate as to the portion of the Property so taken, and Landlord may terminate this Lease as to the remainder of the Property. Such termination as to the remainder of the Property shall be effected by notice in writing given not more than 60 days after the date of vesting of title in such Proceedings, and shall specify a date not more than sixty (60) days after the giving of such notice as the date for termination. Upon the date specified in such notice, the term of this Lease and

all right, title and interest of the Tenant hereunder shall cease and come to an end. If this Lease is terminated as in this paragraph provided, the award made in such Proceedings shall be apportioned as set forth in paragraph 17A.

18. Notices. Any notices required or desired to be served by either party upon the other shall be deemed to be served when delivered personally, or one day after the date when deposited by United States certified or regular mail, postage prepaid, return receipt required, addressed to Tenant at City of Minneapolis Department of Public Works, Transportation and Special Projects, 233 City Hall, Minneapolis, MN 55415 or to Landlord, as the case may be, at Venture 701 Limited Partnership, Attention John Maney, 701 4th Avenue South, Minneapolis, MN 55415.

19. Holding Over. In the event Tenant shall hold over and remain in possession of the Property with consent of Landlord, such holding over shall be deemed from month to month subject to all the conditions and terms applicable to this lease agreement.

20. Miscellaneous.

A. The covenants and agreements herein contained shall bind and inure to the benefit of the Landlord, its successors and assigns, and the Tenant and its permitted successors and assigns.

B. The captions of this Lease Agreement are for convenience and reference only and in no way define, limit or describe the scope or intent of this Lease, nor in any way affect this Lease.

C. This Lease Agreement does not create the relationship of principal and agent or of partnership or of joint venture or of any

association between Landlord and Tenant and the sole relationship between Landlord and Tenant being that of Landlord and Tenant.

21. Signs. Tenant may not erect any signs on the Property, except as agreed to in writing by Landlord. At the termination of the Lease Tenant shall remove all of said signs and shall repair any damage to the Property resulting from the erection or removal of the signs.

22. Environmental Matters. Tenant shall comply with all laws, governmental standards and regulations applicable to Tenant or to the Property in respect of occupational health and safety, hazardous waste and substances and environmental matters. Tenant shall promptly notify Landlord of its receipt of any notice of a violation of any such law, standard or regulation.

Tenant, its successors and assigns, shall, subject to the limitations of Minn. Stat. Chapter 466 where applicable, bear, pay and discharge when and as the same become due and payable, any and all claims, demands, judgments, damages, actions, orders, liabilities, penalties, costs, and expenses arising from activities of tenant,its agents or invitees, during the term of this lease against the Property, shall hold Landlord harmless therefrom and shall assume the burden and expense of defending all suits, administrative proceedings, and negotiations of any description, arising therefrom or out of the actual, alleged or threatened release, storage, treatment, generation, disposal or escape on or from the Property of any hazardous or regulated substances, polychlorinated biphenyls, asbestos or related materials and also

includes, but is not limited to, substances defined as "hazardous substances" or "toxic substances" in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sec.9601, et seq., Hazardous Materials Transportation Act, 49 U.S.C. Secs. 1471, 1472, 1655, 1801, et seq., Resource Conservation and Recovery Act, as amended, 42 U.S.C. Sec. 6901, et seq., or as "hazardous substance," "hazardous waste" or ""pollutant or environmental pollution" under Minn. Stat. § 115B.02, Subd. 8, as amended. The term "hazardous substance" does include petroleum, including crude oil or any fraction thereof, natural gas, natural gas liquids, liquefied natural gas, synthetic gas usable for fuel or mixtures thereof.

In addition to Tenant's obligation to use the Premises in a careful and reputable manner and subject to an obligation to commit no waste, Tenant shall comply with all laws, statutes, ordinances, rules and regulations respecting the use of the Premises and Tenant shall not bring onto the Premises or suffer or permit others to bring on to the Premises any hazardous or regulated substances and Tenant shall indemnify, defend and hold Landlord harmless from and against any and all claims, actions, liability and damages of every kind and nature and against all costs and expenses, including reasonable attorneys' fees, arising out of any failure by Tenant to perform in accordance with the terms of this paragraph.

23. Applicable law. This lease shall be governed by the laws of the State of Minnesota.

24. Attorneys' Fees. If Landlord employs an attorney in connection with the contest of mechanic's lien by Tenant or in connection with a request for approval by Landlord of a proposed assignment of subletting, Tenant shall be responsible for the reasonable attorneys' fees incurred by Landlord.

CITY OF MINNEAPOLIS

By: _____
Mayor

Approved as to form
and execution:

By James A. Moore
Assistant City
Attorney

Attest: _____
Assistant City Clerk

Countersign: John Moch
Finance Officer

LANDLORD

Venture 701
Limited Partnership,
a Minnesota limited
partnership by
Venture 701
Investors, Inc., A
Minnesota
Corporation,

By: _____

Its: President

T&PW – Your Commit recommends that the pro City Officers be authorized to finalize negotiations and execute a lease and Skyway Agreement with the 701 Building and a Covenant with Centre Village Hotel and Comdominium including Ted Glasrud Associates and Centre Village Condominium Association relating to skyway easements and maintenance responsibilities and improvements to the property abutting the alley adjacent to Centre Village Municipal Parking Ramp with the 701 Building, as set forth in Petn No 257211.

Adopted. Yeas, 11; Nays none.
Absent – Dziedzic – 1.
Passed January 29, 1993.
Approved February 4, 1993.
Donald M. Fraser, Mayor.
Attest: Merry Keefe, City Clerk.

T&PW – Your Committee recommends approval of leasehold improvements to old Fire Station #13, estimated to cost $44,200, to be occupied by the Hennepin County Ambulance Service, payable from Transportation & Special Projects – Capital Improvements (40-9430), with the understanding that said improvements will be reimbursed by Hennepin County through a lease.

Your Committee further recommends that the proper City Officers be authorized to execute a lease with Hennepin County to provide for said leasehold improvements plus a prorated cost of building maintenance for the facility.

Adopted. Yeas, 11; Nays none.
Absent – Dziedzic – 1.
Passed January 29, 1993.
Approved February 4, 1993.
Donald M. Fraser, Mayor.
Attest: Merry Keefe, City Clerk.

T&PW – Your Committee, having under consideration new Fire Station #27 at 54th St and Nicollet Av, recommends that the proper City Officers be authorized to execute a Stipulation Agreement with Diamond Lake Properties for easement rights along with payment of $1,000 in attorney's fees to grant the City ingress, egress and storm sewer rights for the private drive which runs from the rear of the fire station parking lot to Diamond Lake Road, payable from Special Projects – Capital Improvements (40-9490).

Adopted. Yeas, 11; Nays none.
Absent – Dziedzic – 1.
Passed January 29, 1993.
Approved February 4, 1993.
Donald M. Fraser, Mayor.
Attest: Merry Keefe, City Clerk.

T&PW – Your Committee, having under consideration the I-394 Third Avenue North Distributor Parking Garages, recommends that the proper City Officers be authorized to execute an amendment to the Management Agreement to include snow removal and sweeping activities on entrance and exit ramps to and from the TAD Garages; further, to allow use of the land adjacent to the 4th Street Garage for access to the rear loading dock for businesses along 3rd Avenue North and City ramp maintenance operations.

Adopted. Yeas, 11; Nays none.
Absent – Dziedzic – 1.
Passed January 29, 1993.
Approved February 4, 1993.
Donald M. Fraser, Mayor.
Attest: Merry Keefe, City Clerk.

T&PW – Your Committee recommends that the proper City Officers be authorized to increase Purchase Order #30593 with Patent Scaffolding to $45,000 for the rental of concrete panel forms to construct two pumping stations and outlet structures on the Minnehaha Creek Project, payable from Sewers-Capital Improvements – Storm Drains (41-9329). Further, that the proper City Officers be authorized to proceed with the Purchase Order Agreement.

Adopted. Yeas, 11; Nays none.
Absent – Dziedzic – 1.
Passed January 29, 1993.
Approved February 4, 1993.
Donald M. Fraser, Mayor.
Attest: Merry Keefe, City Clerk.

T&PW – Your Committee recommends passage of the accompanying Resolution designating the areas and streets to be improved in the 1993 Residential Paving Program.

RESOLUTION 93R-020
By Scallon
1993 RESIDENTIAL PAVING PROGRAM SPECIAL IMPROVEMENT OF EXISTING STREET NOS 2826, 2880, 2883

Designating the improvement 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: Snelling Av (2826) bounded by 42nd St E, NW-SE alleys bet Snelling and Minnehaha Avs and their SEly extensions, 46th St E, NW-SE alleys bet Snelling Av and Soo Line RR r/w and their NWly extensions, 44th St E, NW-SE alley bet Snelling Av and Soo Line RR r/w and its NWly extension, 43rd St E and Dight Av; Lind (2880) bounded by 53rd Av N, W Lyndale Av N, Ely extension of 50th Av N, Sly extension of N-S alley Ely of 6th St N, 49th Av N and Humboldt Av N; Farview N (2883) bounded by Lowry Av N, I-94, 26th Av N and N-S alleys bet Dupont and Emerson Avs N and their Nly extensions.

Resolved by The City Council of The City of Minneapolis:

That the following existing streets within the City of Minneapolis are hereby designated to be improved, pursuant to the provisions of Chapter 10, Section 8 of the Minneapolis City Charter, by street paving with plant mix asphalt with concrete curb and gutter all on a stabilized base, providing vitrified clay sanitary sewers as needed and providing cast iron water mains as needed:

Snelling Av (2826)

Snelling Av from 42nd to 46th Sts E;

Lind (2880)

4th St N from 52nd to 53rd Avs N;

6th St N from 50th to 53rd Avs N;

Camden, Aldrich, Dupont, Emerson, Fremont and Girard Avs N from 49th to 53rd Avs N;

Colfax Av N from 51st to 53rd Avs N;

50th Av N from N-S alley Ely of 6th St N to Bryant Av N and from Dupont to Humboldt Avs N;

51st and 52nd Avs N from W Lyndale Av N (as located and constructed Wly of I-94) to Humboldt Av N;

Farview N (2883)

3rd and 4th Sts N from 26th to Lowry Avs N;

6th St N from 29th to Lowry Avs N;

Aldrich, Colfax and Dupont Avs N from 26th to Lowry Avs N;

Bryant Av N from 26th to 30th Avs N;

27th Av N from 3rd to 4th Sts N and from Lyndale to Dupont Avs N;

28th Av N from 3rd to 4th Sts N;

29th, 30th and 31st Avs N from 3rd St N to Dupont Av N.

Adopted. Yeas, 11; Nays none.
Absent – Dziedzic – 1.
Passed January 29, 1993.
Sharon Sayles Belton, President of Council.
Approved February 4, 1993.
Donald M. Fraser, Mayor.
Attest: Merry Keefe, City Clerk.

JAN 29 1993

JAN 29 1993

JAN 29 1993

2.