

**Property Agreements Summary**  
**Skyway Agreement**  
**Gateway Ramp**

**Terms and Conditions:** Skyway agreement with Dain Rauscher Corporation and the City of Minneapolis. In addition, any repair or alterations to the skyway are the responsibility of the city. Dain Rauscher is responsible for all cleaning, maintenance, etc. for the fire exit.

**Requirements of the City:** The city is responsible to perform cleaning, maintenance, heating, ventilation and security for the skyway.

**Scheduled Events:** None

**Financial Requirements:** Dain Rauscher is required to pay the city an annual sum in exchange for the cleaning and maintenance of the skyway. The city shall provide Dain with the annual costs attributed to maintaining the skyway, Dain shall pay an amount equal to this total cost multiplied by 6.12% also known as the "Dain Percentage".

In addition, Dain Rauscher is required to carry the following insurance. All risk casualty insurance, and public liability insurance.

**Rental price and schedule of payments:** Dain Rauscher must pay the Dain Percentage on an annual basis. The annual costs needed to calculate the payment from Dain Rauscher shall be delivered at the end of each calendar year.

**Length of agreement:** 30 years

**Agreement renewal options:**

**Contacts for the City of Minneapolis:**

City Engineer  
203 City Hall  
Minneapolis, MN 55415

**Contacts for other party:**

Dain Rauscher Plaza  
60 South Sixth Street  
Minneapolis, MN 55402-4422

MAY 08 1998

\_\_\_\_\_, 19\_\_\_\_  
City Clerk

Record & Return to:

**EASEMENT AGREEMENT**

THIS AGREEMENT, made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 1998 by and between Dain Rauscher Corporation, a Delaware corporation, hereinafter called "Dain" or "Dain Rauscher Corporation," and the City of Minneapolis, a municipal corporation in the County of Hennepin, State of Minnesota, (herein called the "City").

WITNESSETH:

WHEREAS, a pedestrian walkway and service corridor, hereinafter called the "Skyway," has been constructed and is located at the second floor level and extends from the easterly wall of the Norwest Operations Center affronting on Third Avenue South, along and over the public alley (which is in the block bounded by Third Avenue South, Fourth Avenue South, Washington Avenue and Third Street) and across Fourth Avenue South, entering the Gateway Municipal Parking Ramp at a point on the westerly wall thereof affronting Fourth Avenue South; and

*original on file*  
*4/Finance*

WHEREAS, the City is the owner of the Skyway, except for that portion of the Skyway extending from the Norwest Operations Center across Third Avenue South, to the southeasterly right of way line of Third Avenue South, which is owned jointly by the City and the Norwest Bank Building Company, a Minnesota corporation (herein called "Norwest"); and

WHEREAS, the City and Norwest have granted nonexclusive easements to the benefit of the other to provide passage for pedestrians through the Skyway and the Norwest Operations Center and the Gateway Center Parking Ramp; and

WHEREAS, the City has constructed a Skyway connection (herein called the "Skyway Link") from the Skyway to the Dain Computer Operations Center (herein called the "Dain Building"), which is located on the land described on Exhibit A hereto (the land and building herein referred to as the "Dain Property"); and

WHEREAS, the City desires an easement for a fire exit from the Skyway and the Skyway Link through the Dain Building and the stairway within the Dain Building to the public sidewalk and street; (the exact location of the Fire Exit to be as shown on Exhibit B attached); and

WHEREAS, modifications were made to the Dain Building by Dain in order to connect the Skyway Link to the Dain Building and in order to provide the Fire Exit, and a consulting engineer's analysis attributed the cost of providing the Fire Exit to be \$25,930; and

WHEREAS, parties agree that the City's cost of \$11,713 in constructing the Skyway Link should be subtracted from the \$25,930, resulting in a City obligation of \$14,217 for the Fire Exit and that said obligation from the City to Dain has been satisfied.

NOW THEREFORE, in consideration of the mutual covenants hereinafter contained, and subject to the terms and conditions set forth herein, the parties hereby agree as follows:

Article 1. **FIRE EXIT EASEMENT**. For the period provided in Article 7 hereof, Dain does hereby grant bargain, quitclaim and convey to the City, its successors and assigns, for the benefit of the City, the Skyway and the Skyway Link, a nonexclusive easement in, on, over and through the corridors, stairway and exit located within the Dain Building as shown on the plan attached hereto as Exhibit B, (herein called the "Fire Exit") to construct, reconstruct, repair and maintain the Fire Exit; to provide support for the Skyway and Skyway Link and to permit and facilitate the ingress and egress of any or all pedestrians, including members of the public, from and to the Skyway, and the Skyway Link, and between the Skyway, the Skyway Link, the Dain Building and Fourth Street South, including the public sidewalk adjacent thereto, all in accordance with the terms, covenants and conditions provided in this Agreement. If Dain shall elect, or for any reason be required, to relocate the Fire Exit or any corridor, stairway or entrance/exit that is part of the Fire Exit, it may do so, provided that the City approves of the plans for the relocation, which approval shall not be unreasonably withheld, and provided that the Fire Exit as rerouted and reconstructed shall meet all fire and building code regulations, including regulations applicable to emergency exits from skyways. Upon any relocation of such Fire Exit through the Dain Building, the location of the easement granted in this Article 1 over and through the relocated route shall, without any further act of the parties, be modified so that the new location of such portion of the easement is over the relocated route, and the easement granted in this Article 1 shall continue to encumber the Dain Property with the same priority and in accordance with the terms and conditions of this Agreement; provided, however, that Dain shall execute and deliver for recordation such documents as may reasonably be requested by the City

to evidence the relocation of such easement.

Article 2. **SKYWAY EASEMENT**. The City agrees that for so long as the City owns and continues to maintain and operate the Skyway it will continue to maintain the Skyway Link and will permit Dain, and any subsequent owners of the Dain Property to continue to connect the Dain Building to the Skyway Link and the Skyway. The City further agrees to permit access from and to the Dain Building and the Skyway and Skyway Link, during the hours that the City keeps the Skyway open to the public for general pedestrian traffic. The access from the Skyway through the Skyway Link to the Dain Building and through it to the street shall, however, remain open seven (7) days a week, 24 hours per day for emergency ingress and egress from and to the Skyway in case of fire or other emergency. The Skyway is currently open from 6:00 a.m. to 6:00 p.m. on all days except Sundays and Holidays.

Article 3. **USE OF SKYWAY**. The Skyway shall be used as, and only as, a pedestrian walkway and service corridor by the parties hereto, their respective invitees and their successors and assigns. The City reserves the right to close the Skyway and/or the Skyway Link temporarily, when necessary to permit required repairs and maintenance of the Skyway, the Skyway Link, the Gateway Parking Ramp or the Norwest Building. Nothing in the Agreement nor in the easement granted to Dain herein shall obligate the City to ensure that the Skyway shall continue to be connected to, or provide access to any particular building on the Downtown Minneapolis Skyway System, nor is any representation made herein by the City as to whether any future connections or accesses shall be provided.

Article 4. **MAINTENANCE; OPERATION AND REPAIR OF THE SKYWAY LINK.**

The City shall provide for the cleaning, maintenance, heating, ventilation and security of the Skyway Link. The City shall also be responsible for any repairs, replacements and alterations to the Skyway Link that it deems to be reasonable or necessary.

Article 5. **MAINTENANCE OPERATION AND REPAIR OF FIRE EXITS.** Dain shall, at its own cost, provide for the cleaning, maintenance, heating and ventilation and security of the Fire Exit. Dain shall be responsible for any repairs, replacements and alterations to the Fire Exit as it deems to be reasonable and necessary. Dain shall also, at its own cost, be required to comply with any and all statutes, ordinances, regulations and orders of governmental authorities relating to the maintenance, repair, alteration and operation of the Fire Exit. Should Dain fail to so comply or to do any other thing so required within 30 days after being given written notice by the City to do so, the City may make the repair or alteration or perform any other required duty and recover its costs and expenses from Dain.

In the event that the Dain Building is damaged or destroyed by fire or other casualty so that the Fire Exit cannot be used or its use is adversely affected, Dain shall promptly make such repairs, reconstruction and restoration as shall be reasonably necessary to restore the Fire Exit to its previous condition and to re-connect it to the Skyway Link. Dain shall cause the proceeds of its property insurance to be used for such reconstruction, repair and restoration.

Article 6. **SKYWAY ASSESSMENT.** Dain shall pay the City an annual sum (herein called the "Skyway Assessment") based upon the City's cost of maintaining the Skyway. At the end of each calendar year the City shall deliver to Dain an itemized list of the total costs of operation, maintenance and repairs of the Skyway including a replacement fund for carpeting. Provided that all other owners

of property accessible to the Skyway are similarly assessed, Dain shall pay the City an amount equal to said total costs multiplied by 6.12% (6.12% being hereinafter called the "Dain Percentage"). The City reserves the right to similarly charge other owners of property accessible to the Skyway a percentage of the costs of operating and maintaining the Skyway without thereby reducing the Dain Percentage or the amount payable by Dain.

All Skyway Assessment obligations due from Dain are satisfied through December 31, 1998.

Article 7. **DURATION OF EASEMENT**. The Easement provided in Article 1 hereof (Fire Exit Easement) shall terminate if the Skyway is permanently removed by the City or if the Skyway is substantially damaged or destroyed as the result of fire or other casualty, unless the City, within 9 months after the damage or destruction occurs, shall elect to restore the Skyway and proceeds with due diligence thereafter to do so; otherwise said Fire Exit Easement shall be perpetual; the Skyway Easement provided for in Article 2 hereof shall terminate if the Skyway is permanently removed by the City or if the Skyway is substantially damaged or destroyed as the result of fire or other casualty, unless the City, within 9 months after the damage or destruction occurs, shall elect to restore the Skyway; the Skyway Easement shall be temporarily suspended for any period that the City temporarily closes the Skyway to pedestrian travel for any reason; otherwise the Skyway Easement shall be perpetual.

Article 8. **INSURANCE**. Dain shall obtain and maintain in force at all times the following insurance:

- (a) a policy of all risk casualty insurance covering its building, including the Fire Exit, in the amount of the full replacement value thereof,
- (b) a policy of public liability insurance with limits of not less than \$1,000,000 for

personal injury or death and \$500,000 for property damage.

All such policies shall be issued by financially responsible insurance companies licensed to do business in Minnesota, shall name as insured parties Dain and the City (as to its easement interest in the Fire Exit). Dain shall annually provide the City with certificates evidencing such insurance coverage.

Article 9. **OWNERSHIP AND LIABILITY**. Title to the Skyway Link shall rest in the City. Title to the Fire Exit shall rest in Dain. The City shall defend, indemnify and hold harmless Dain, its officers, agents and employees from liability arising with respect to the operation and maintenance of the Skyway Link and that portion of the Skyway owned by the City except with respect to liability resulting from the negligent or willful actions of Dain or its officers, agents or employees. Dain shall defend, indemnify and hold harmless the City, its officers, agents and employees from all liability arising from the operation and maintenance of the Fire Exit, except with respect to liability caused by the negligent or willful actions of the City, its officers, agents or employees.

Article 10. **DEFAULT; LIENS**. If either party shall default by failing to perform any of its obligations under this Agreement, the non-defaulting party may, after thirty (30) days' written notice to the defaulting party, if the default is not cured within said thirty days, exercise any remedy at law or in equity.

If either party fails upon demand to pay any sum due and owing to the other party pursuant to this Agreement, then after the sum is more than 30 days in arrears, the non-defaulting party shall be entitled to recover from the defaulting party the sum due plus interest at the rate of 10% per annum or the highest rate allowed by law, whatever is less. The non-defaulting party shall also be entitled to recover its attorney's fees, costs and expenses in recovering the sum due.

If Dain fails to pay any sum due the City upon demand, then the City, in addition to the right to bring an action to recover the sum with interest as provided above, shall, at its option, have a lien on the Dain Parcel and Dain Building, however such lien shall be subordinate to any mortgage that is properly of record prior to the filing in the appropriate recording office or offices of the notice demanding payment or notice of lis pendens for any suit provided for in this section. Such lien shall arise immediately upon the giving of notice by the City to Dain demanding payment and asserting a lien against the Dain Parcel and such lien shall continue in full force and effect until such sum of money and interest is paid in full. If Dain shall fail, upon demand, to pay any sum of money payable to the City pursuant to the Agreement, the City may bring an action against Dain or foreclose the lien in the same manner as provided in Minnesota Statutes, Chapter 514 as now enacted or hereafter amended, and costs of foreclosure and reasonable attorneys' fees shall be added to the amount due the City by Dain. No conveyance or divestiture of title by Dain of the Dain Parcel shall operate to affect, defeat or diminish any recorded lien that the City may have pursuant to this section.

Article 11. **CERTIFICATES**. Each party agrees to execute and deliver to the other party within ten (10) days after written request thereof, a statement certifying that: (1) this Agreement is in full force and effect and represents the entire Agreement between the parties as to the subject matter hereof, and has not been assigned, modified, supplemented or amended in any way, or if there has been any assignment, modification, supplement or amendment, identifying the same; and (2) there is no default under this Agreement by any of the parties hereto, or if there is any default, identifying the same.

Article 12. **SUCCESSORS AND ASSIGNS**. The provisions of this Agreement and the benefits and burdens imposed and conferred on the Dain Parcel and the City's Skyway shall be deemed to be covenants running with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Article 13. **NOTICES**. All notices to be given by one party to the other pursuant to the Agreement shall be deemed to have been properly and effectively given and delivered when presented personally or deposited in the United States mail, registered or certified, postage prepaid, addressed as follows:

If to Dain:

Dain Rauscher Plaza  
60 South Sixth Street  
Minneapolis, MN 55402-4422

If to City:

City Engineer  
203 City Hall  
Minneapolis, MN 55415

Article 14. **CIVIL RIGHTS**. The parties hereto agree, with respect to all matters relating to this Agreement, to comply with the provisions of Section 139.50 of the Minneapolis Code of Ordinances relating to Civil Rights and non-discrimination, which provisions shall be deemed to be a part of this Agreement as though set forth herein in their entirety.

Article 15. **ENTIRE AGREEMENT**. This Agreement is the entire agreement between the parties with respect to the subject matter hereof.

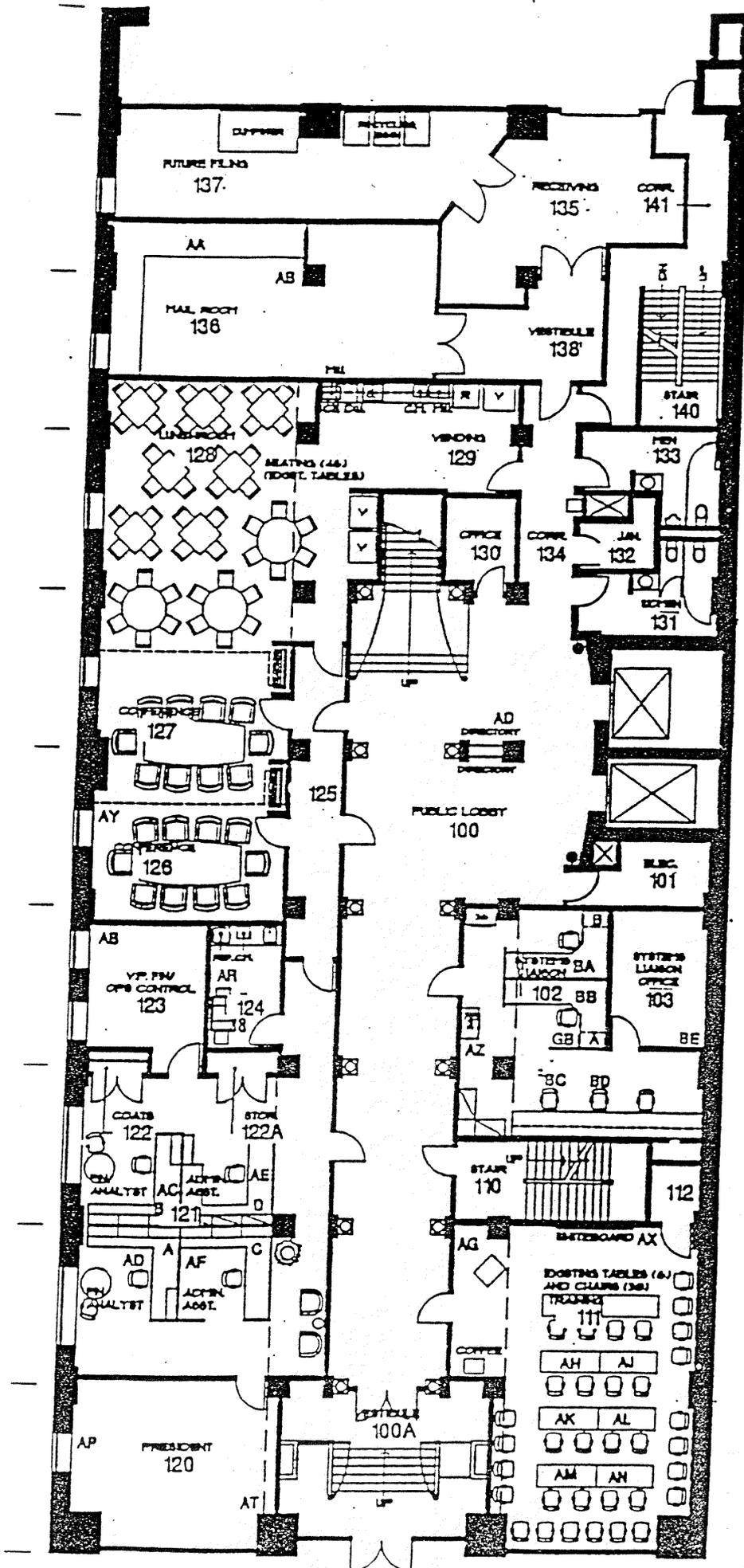
IN WITNESS WHEREOF, the parties have caused these presents to be duly executed as of the date first above written.





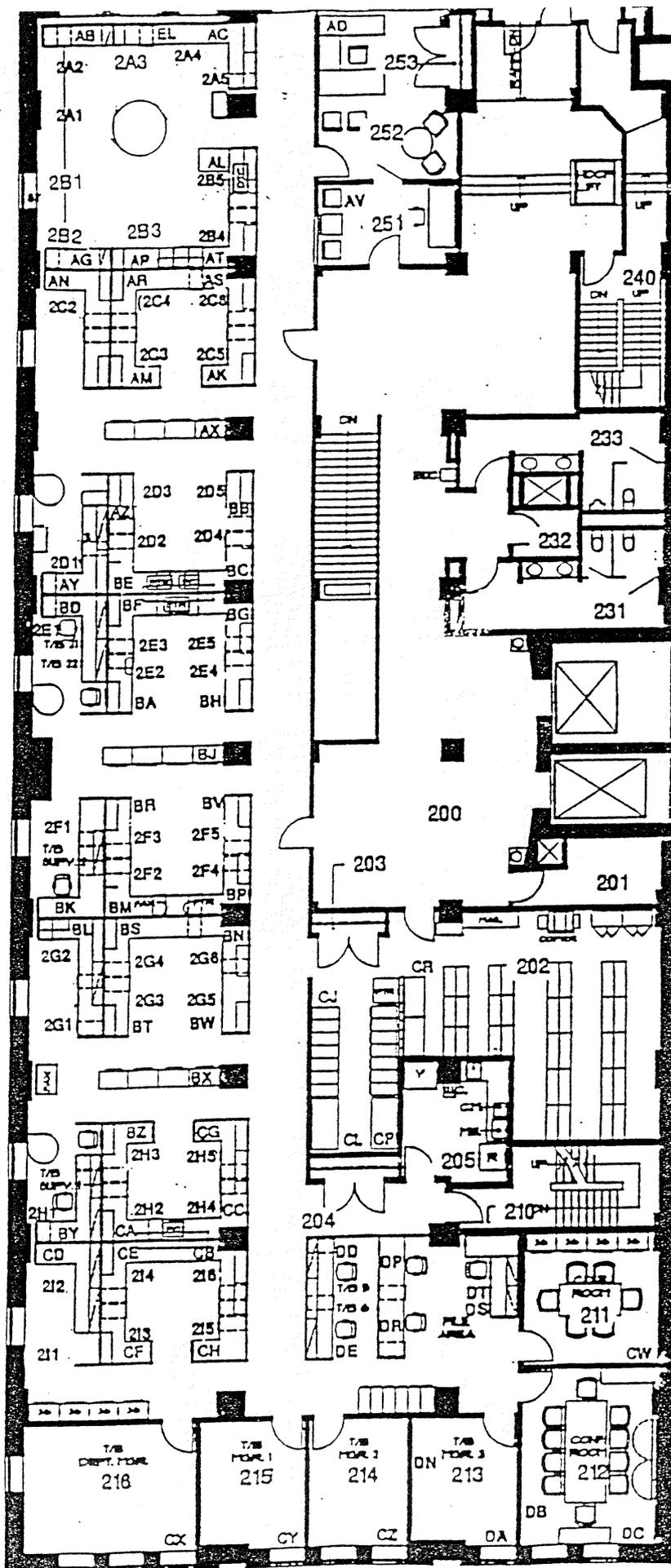
**EXHIBIT A**

Lot 3, Block 49, Town of Minneapolis, according to the recorded plat thereof, and situate in Hennepin County, Minnesota.



REGIONAL  
OPERATIONS GROUP,  
OPS CENTER  
312 S. 3rd ST.  
FLOOR 1

WALSH BISHOP ASSOC.  
1.13.95



REGIONAL  
 OPERATIONS GROUP  
 CFS CENTER  
 312 S. 3rd ST.  
 FLOOR 2

WALSH BISHOP ASS  
 11.3.94

DEPARTMENT OF PUBLIC WORKS  
350 South 5th Street - Room 203  
Minneapolis MN 55415-1390

Office (612) 673-2352  
Fax (612) 673-3565  
TTY (612) 673-2157

DAVID J. SONNENBERG  
CITY ENGINEER - DIRECTOR OF PUBLIC WORKS

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309 2nd Ave S - Rm 300  
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250 S 4th St - Rm 206  
Minneapolis MN 55415-1330  
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FAX (612) 673-2684

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309 2nd Ave S - Rm 210  
Minneapolis MN 55401-2281  
(612) 673-2433  
FAX (612) 673-2250



T&PW APPROVED

April 24 1998 APR 30 1998

The Honorable Dore Mead, Chair  
Transportation and Public Works Committee  
Room 307 City Hall  
Minneapolis, Minnesota 55415-1314

RE: Request Authorization to negotiate and execute an Easement Agreement for the Skyway Connection to the Building located at 312 Third Street South, Minneapolis

Dear Council Member Mead:

The City and Inter-Regional Finance Group, now Dain Rauscher, have maintained and operated an access from 312 Third Street South to the skyway connecting the Gateway Municipal Parking Ramp crossing the block between 3<sup>rd</sup> and 4<sup>th</sup> Avenues South with connection to the Norwest Bank Operations Center since 1983.

The City, by building code, is required to have an emergency fire escape exit which is satisfied by the connection to the Dain Rauscher Building, 312 Third Street South, and a stairway within their building. Several attempts were made to formalize an agreement with Dain Rauscher with the basic terms being that the City's liability for construction costs of this connection of \$14,130 would be paid for by offsetting maintenance and operation cost which the City incurred for the skyway. Dain Rauscher is selling their building and wants to finalize this easement agreement.

The proposed terms of agreement are the City's cost of \$14,130 for initial construction owed to Dain Rauscher would be satisfied by the operation and maintenance cost incurred by the City since 1983. Commencing in 1999, the 312 Building would pay a prorate share of the on going maintenance cost of the Gateway-Norwest Operations Center skyway based upon the lineal feet of their property divided by the total length of skyway calculated to be 6.1%. This annual maintenance cost is estimated to be \$2-\$3000 per year.

AFFIRMATIVE ACTION EMPLOYER

Recycled paper 30% post consumer waste

Council Member Mead  
April 24, 1998  
Page 2

**RECOMMENDATION:**

I, therefore, request authorization to negotiate and execute an easement agreement with Dain Rauscher, owner of the 312 Third Street South Building, for an emergency exit easement from the skyway connecting the Gateway Municipal Parking Ramp and Norwest Operations Center.

Respectfully submitted,

David J. Sonnenberg  
City Engineer – Director of Public Works

By



Michael J. Monahan  
Assistant Director of Public Works/  
Director, Transportation Division

MJM:GAF:bh

cc: L. Cooperman  
G Finstad  
T. Blazina

4498

REF: TRANSPORTATION AND PUBLIC WORKS

(See Rep)

Committee

NO: 263744 0

P E T I T I O N

FROM: PUBLIC WORKS AND ENGINEERING

Greyhound Bus Terminal/Municipal Parking Lot: Solicit request for proposals seeking independent testing services.

Skyway Easement: Execute easement with Dain Rauscher, owner of 312 S 3rd St, for emergency exit from skyway connecting the Gateway Municipal Parking Ramp and Norwest Operations Center.

Downtown Transportation Management Organization Executive Committee: Appointment of Rollic Glessing, Greg Ortale, Brian Pietsch, Pat Scott and Julie Idelkope.

Hiawatha Av: Approve plans for MNDOT construction project and execute agreement with MNDOT providing for City payments.

14 Av N (Washington Av N to 2nd St N): Authorize City Engineer to proceed with Phase I of street paving, storm drain, traffic signal & street lighting project; Submit Phase II (15th & 16th Avs N) for consideration in 1999 capital program.

Horse & Carriage Route: Establish Route #6, Niccollet and Marquette Avs from 4th to 13th Sts.

Public Works Facilities Property Acquisition: Authorize acquisition of 114 Glenwood for intern location for Street Operations Division.

Presented to City Council,

Friday, May 08, 1998

City Clerk

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The TRANSPORTATION & PUBLIC WORKS Committee submitted the following reports:

T&PW - Your Committee recommends that the proper City officers be authorized to issue a Request for Proposals (RFP) seeking independent testing services for construction of the Greyhound Bus Terminal and Municipal Parking Ramp.

Adopted. Yeas, 13; Nays none. Passed May 8, 1998. Approved May 14, 1998. S. Sayles Belton, Mayor. Attest: M. Keefe, City Clerk.

MAY 0 8 1998

T&PW - Your Committee, having under consideration Phase I and Phase II of a street paving, storm drain, traffic signal and street lighting improvement project for 14th, 15th and 16th Aves N from Washington Av N to Second St N, now recommends:

a. Approval of the construction plans for Phase I (14th Av N) and that the City Engineer be authorized to proceed with the project; and

b. That the proper City officers be authorized to submit Phase II (15th and 16th Av N) to be considered for construction in 1999, fully funded with Net Debt Bond funds.

Adopted. Yeas, 13; Nays none. Passed May 8, 1998. Approved May 14, 1998. S. Sayles Belton, Mayor. Attest: M. Keefe, City Clerk.

MAY 0 8 1998

T&PW - Your Committee, having under consideration the skyway connecting the Gateway Municipal Parking Ramp to the Norwest Bank Operations Center and the requirement to have an emergency fire escape exit from the skyway, now recommends that the proper City officers be authorized to negotiate and execute an easement agreement with Dain Rauscher, owner of the 312 Third Street South Building, providing for such an easement arrangement as well as the terms for past and future maintenance of the skyway, as further outlined in Petn No 263744 on file in the Office of the City Clerk.

Adopted. Yeas, 13; Nays none. Passed May 8, 1998. Approved May 14, 1998. S. Sayles Belton, Mayor. Attest: M. Keefe, City Clerk.

T&PW & W&M/Budget - Your Committee, having under consideration the Northrop Lane Roadway, Sanitary Sewer and Water Main Project, now recommends:

a. Passage of the accompanying Resolution adopting the special assessments for the Northrop Lane Roadway, Sanitary Sewer and Water Main Project, Special Improvement of Existing Street No 2829;

b. That funding for the remaining project shortfall of \$63,597.96 will be covered from excess funds on other Public Works Department projects as identified in the December 31, 1997 Capital Projects Status Report; and

c. Passage of the accompanying resolution requesting the Board of Estimate and Taxation to issue and sell assessment bonds in the amount of \$157,000 for the project.

Adopted. Yeas, 13; Nays none. Passed May 8, 1998. Approved May 14, 1998. S. Sayles Belton, Mayor. Attest: M. Keefe, City Clerk.

**RESOLUTION 98R-148**  
By Mead & Campbell

**NORTHROP LANE  
SPECIAL IMPROVEMENT  
OF EXISTING  
STREET NO 2829**

Adopting the special assessments for the Northrop Lane Roadway, Sanitary Sewer and Water Main Project.

Whereas, Resolution 98R-084 passed March 27, 1998 set the amount to be assessed for the Northrop Lane Roadway, Sanitary Sewer and Water Main Project as \$156,830; and

Whereas, a public hearing was held on April 30, 1998 in accordance with Chapter 10, Section 8 of the Minneapolis City Charter and Section 24.180 of the Minneapolis Code of Ordinances to consider the proposed special assessments as on file in the Office of the City Clerk and to consider all written and oral objections and statements regarding this matter;

Now, Therefore, Be It Resolved by The City Council of The City of Minneapolis:

That the proposed special assessments in the total amount of \$156,830 against the benefited properties described in Petn No 263608 and as shown on the proposed assessment roll on file in the Office of the City Clerk be and hereby are adopted.

Be It Further Resolved that the number of successive equal annual principal installments

MAY 0 8 1998

by which the special assessments may be paid shall be fixed at twenty (20) and that interest be charged at the same rate as assessment bonds are sold for with collection of the special assessments to begin on the 1999 real estate tax statements.

Adopted. Yeas, 13; Nays none. Passed May 8, 1998. J. Cherryhomes, President of Council.

Approved May 14, 1998. S. Sayles Belton, Mayor. Attest: M. Keefe, City Clerk.

**RESOLUTION 98R-149**  
By Mead & Campbell

Requesting the Board of Estimate & Taxation to issue and sell City of Minneapolis bonds in the amount of \$157,000 for certain purposes other than the purchase of public utilities.

Resolved by The City Council of The City of Minneapolis:

That the Board of Estimate and Taxation be requested to incur indebtedness and issue and sell City of Minneapolis bonds for the purpose of paying the assessment cost of making and constructing certain roadway, sanitary sewer and water main improvements in the Northrop Lane Area, Special Improvement of Existing Street No. 2829, to be assessed against benefited property owners as estimated by the City Council, which assessments shall be collectible in 20 successive annual installments, payable in the same manner as real estate taxes.

Adopted. Yeas, 13; Nays none. Passed May 8, 1998. J. Cherryhomes, President of Council.

Approved May 14, 1998. S. Sayles Belton, Mayor. Attest: M. Keefe, City Clerk.