



TRANSMITTAL

To: Julie Maidment
City of St. Paul Police Department
367 Grove St
St Paul MN 55101

Lease No.: LI-280
Agency: Admin/ PMD

Please review the attached documents carefully. Action is required on the items noted below:

Action needed:

- Signature(s) of Lessor (two officials of corporation). **Please provide legal documentation setting forth signatories' authorization to sign lease.**
- Title of signatory(ies) [e.g., owner, partner, trustee]
- Date of signature
- Provide resolution document (for county, city, municipality, etc.)
- Other:

Beverly H. Kroiss, Director
Real Estate and Construction Services

By: *Kathy Meyer*
Date: 10-18-10

Please sign and return **ALL** documents to the address listed below.

If you know of any reason why the documents cannot be returned by: **NOVEMBER 2, 2010**, contact Kathy (651-201-2552) and advise when we can expect to receive them.

Enclosure(s): 3

c: lease file

STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
LICENSE

No. LI-280

THIS LICENSE is made by and between the State of Minnesota, Department of Administration, hereinafter referred to as LICENSOR, and City of St. Paul Police Department, hereinafter referred to as LICENSEE.

WHEREAS, the Commissioner of Administration is empowered by Minn. Stat. §16B.24, subd. 5, to rent out state-owned property;

WHEREAS, LICENSEE has expressed a need for the use of space located in the northwest corner of the roof of the LICENSOR'S facility located at 1430 Maryland Avenue, St. Paul, Minnesota, as shown on attached Exhibit A ("Building"), for the installation of an antenna and related non penetrating mounting equipment;

WHEREAS, LICENSOR operates the Building located at 1430 Maryland Avenue, St. Paul, Minnesota;

WHEREAS, LICENSEE desires to enter into this License with LICENSOR for use of LICENSOR'S space;

NOW THEREFORE, in consideration of the foregoing and in consideration of the mutual covenants herein contained, it is hereby agreed as follows.

1. **PREMISES** LICENSOR grants and LICENSEE accepts the use of the following described Premises located in the City of St. Paul, County of Ramsey, Minnesota 55106:

sufficient space on the roof located at 1430 Maryland Avenue, to install LICENSEE'S equipment set forth on the attached Exhibits B-1 through B-3 ("Premises").
2. **TERM** The term of this License is five (5) years, commencing November 1, 2010, and continuing through October 31, 2015 ("Term").
3. **LICENSE FEE** LICENSOR and LICENSEE agree there is no charge for the use of the premises for the installation of LICENSEE'S equipment as said equipment is to provide public safety.

incurred in connection with removal of LICENSEE'S personal property shall survive the termination of this License.

8. **DUTIES OF LICENSEE**

- 8.1 LICENSEE shall at its expense, be responsible for the installation, operation and ongoing maintenance of its equipment.
- 8.2 LICENSEE shall be responsible, at its expense, for all repairs and/or damage to the Building roof due to LICENSEE's placement of equipment and any access corridors.
- 8.3 LICENSEE shall coordinate all work identified in Clause 8.1 with the LICENSOR and secure approval from LICENSOR prior to proceeding with initial installation work and/or future maintenance, repair or upgrade work. No repairs, adjustments, or maintenance can be done without a written request from the LICENSEE and approval from the LICENSOR. Written requests shall include the date(s), time(s) and locations(s) where the work is to occur. Final approval of contractor work shall be done by LICENSOR.
- 8.4 LICENSEE shall be responsible for any maintenance, repair or upgrades of equipment or internal cabling/wiring installed and operated by them. All costs related to this shall be borne by the LICENSEE.
- 8.5 LICENSEE shall not assign, sublet or otherwise transfer its interest in this License without the prior written consent of LICENSOR.
- 8.6 LICENSEE shall notify LICENSOR in writing of any organization address, organization telephone number and/or name changes.

9. **DUTIES OF LICENSOR**

- 9.1 LICENSOR shall maintain the Premises in a safe and sanitary condition.
- 9.2 LICENSOR shall approve all installation, maintenance, and repair or upgrade work by the contractor.
- 9.3 LICENSOR is not liable for loss or damage to the equipment or internal cabling/wiring caused by fire, theft, explosion, strikes, riots or by other causes beyond the control of the LICENSOR.

10. **SMOKING** Pursuant to Minn. Stat. §16B.24, subd. 9, LICENSOR and LICENSEE shall not permit smoking in the Premises.

shall be LICENSEE's responsibility to restore anything damaged in the course of the use of the Premises to its original condition.

16. **SAFETY PROVISIONS** Strict adherence to OSHA Safety Requirements is mandatory.
17. **INTERRUPTION OF SERVICES** LICENSEE shall not interrupt, cut, or alter in any way any of the existing services and utilities of the LICENSOR without the express written notice and permission of LICENSOR. IF LICENSEE MUST INTERRUPT ELECTRICAL, MECHANICAL OR TELEPHONE SERVICE, IT SHALL NOTIFY THE LICENSOR OF SUCH NEED AT LEAST 7 DAYS PRIOR TO ALTERING SUCH SERVICE AND SHALL RECEIVE WRITTEN PERMISSION TO CONDUCT SUCH ALTERATION BEFORE COMMENCING SUCH WORK.
18. **CLEAN-UP** LICENSEE shall clean up finished surfaces, storage areas, and areas contiguous to the work; remove all debris, containers, and scrap materials from the Premises, and dispose of an in a legal manner; touch up and restore any finishes that are damaged prior to expiration of this License.
19. **NOTICES** Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent by prepaid, first-class mail, certified return receipt, and addressed to the other party at the address set forth below. Either party may change its address by notifying the other party in writing of the change of address. Notice shall be deemed communicated within forty eight (48) hours from the time of mailing if mailed as provided in this paragraph.

The addresses of the parties to this License are as follows:

AS TO LICENSOR:

Real Estate and Construction Services
Department of Administration
50 Sherburne Ave # 309
St Paul MN 55155

AS TO LICENSEE:

City of St. Paul Police Department
Attn: Julie Maidment
367 Grove Street
St Paul MN 55101

EXHIBITS: Exhibit A Equipment Location on Roof
 Exhibit B Equipment Drawings

IN TESTIMONY WHEREOF, the parties have set their hands on the date(s) appearing beneath their signatures.

LICENSEE:
CITY OF ST. PAUL POLICE DEPARTMENT
Licensee certifies that the appropriate person(s) have executed the License on behalf of Licensee as required by applicable articles, bylaws, resolution, or ordinances.

By _____

Title _____

Date _____

By _____

Title _____

Date _____

LICENSOR:
STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
COMMISSIONER

By _____
Real Estate and Construction Services

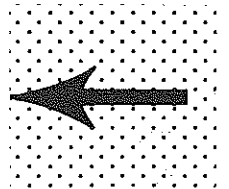
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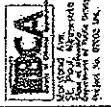
APPROVED:
STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
PLANT MANAGEMENT DIVISION

By Kari Suckey

Title Bus Operations Mgr

Date 10-14-10





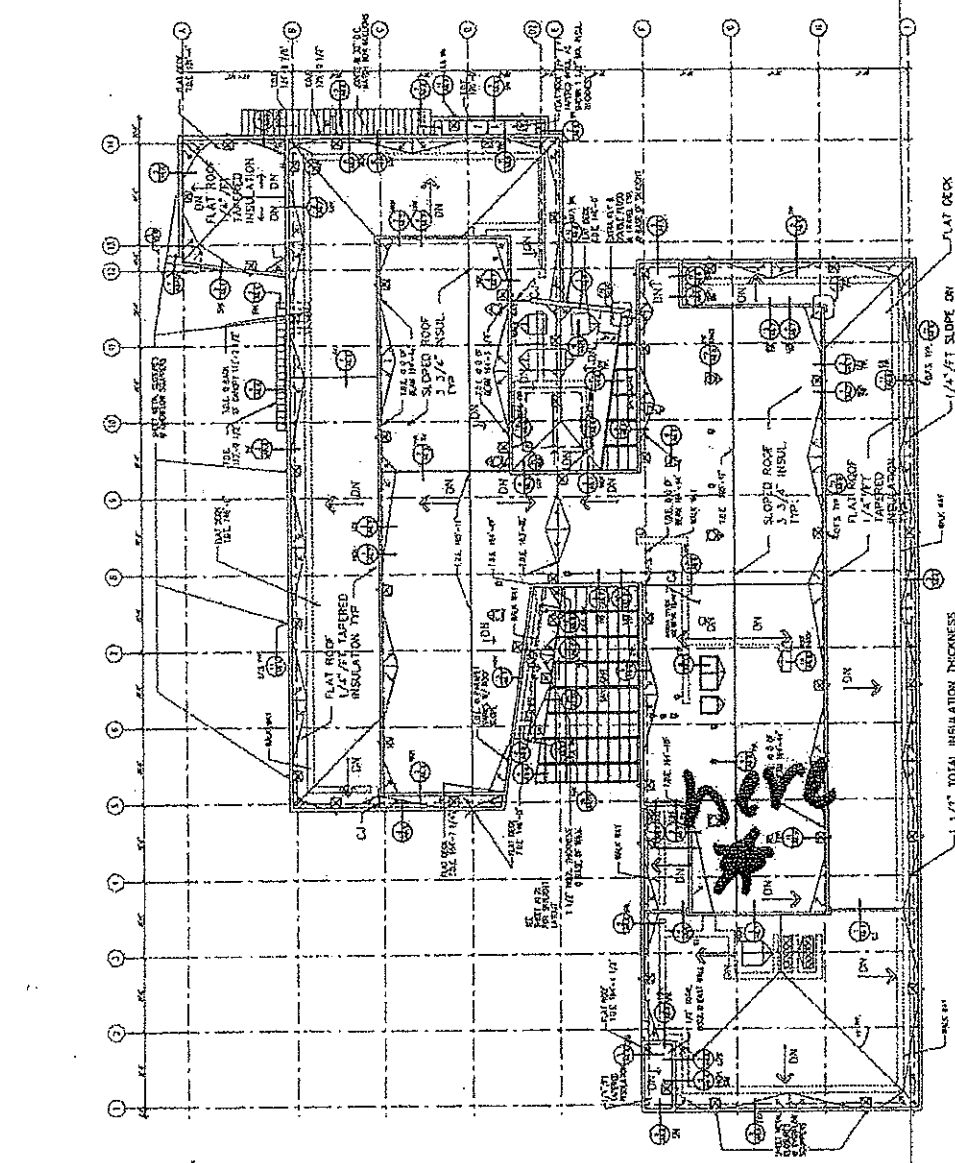
The Leonard Parker Associates Architects, Inc. is a member of the design firm.

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND SPECIFICATIONS THEREOF.
 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS.
 3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
 4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES.
 5. THE CONTRACTOR SHALL MAINTAIN THE EXISTING CURBS AND SIDEWALKS.
 6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL AND DISPOSAL OF ALL DEBRIS.
 7. THE CONTRACTOR SHALL MAINTAIN THE EXISTING LANDSCAPING.
 8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING TREES AND PLANTS.
 9. THE CONTRACTOR SHALL MAINTAIN THE EXISTING DRIVEWAYS AND PAVEMENT.
 10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING STRUCTURES.
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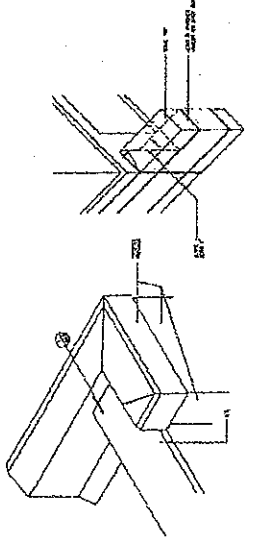


AS NOTED
 ROOF PLAN
 DETAILS

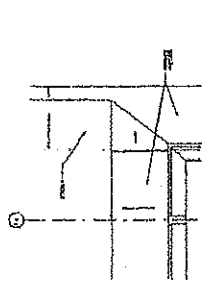
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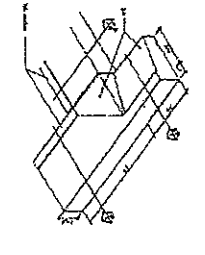
GENERAL NOTES:
 1. SEE NOTES RELATIVE TO ROOF STRUCTURE.
 2. ROOF IS TO BE FINISHED WITH 1/4\"/>



1. CORNER OF WING WALL @ 90°

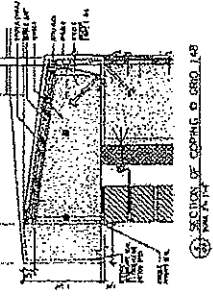


2. PLAN VIEW OF CORNER @ CORNING

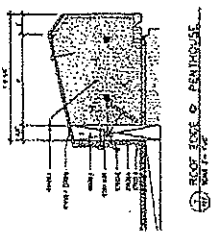


3. SECTION OF CORNING @ GRID 148

NOTE: ON BEAM SECTION 1/4\"/>



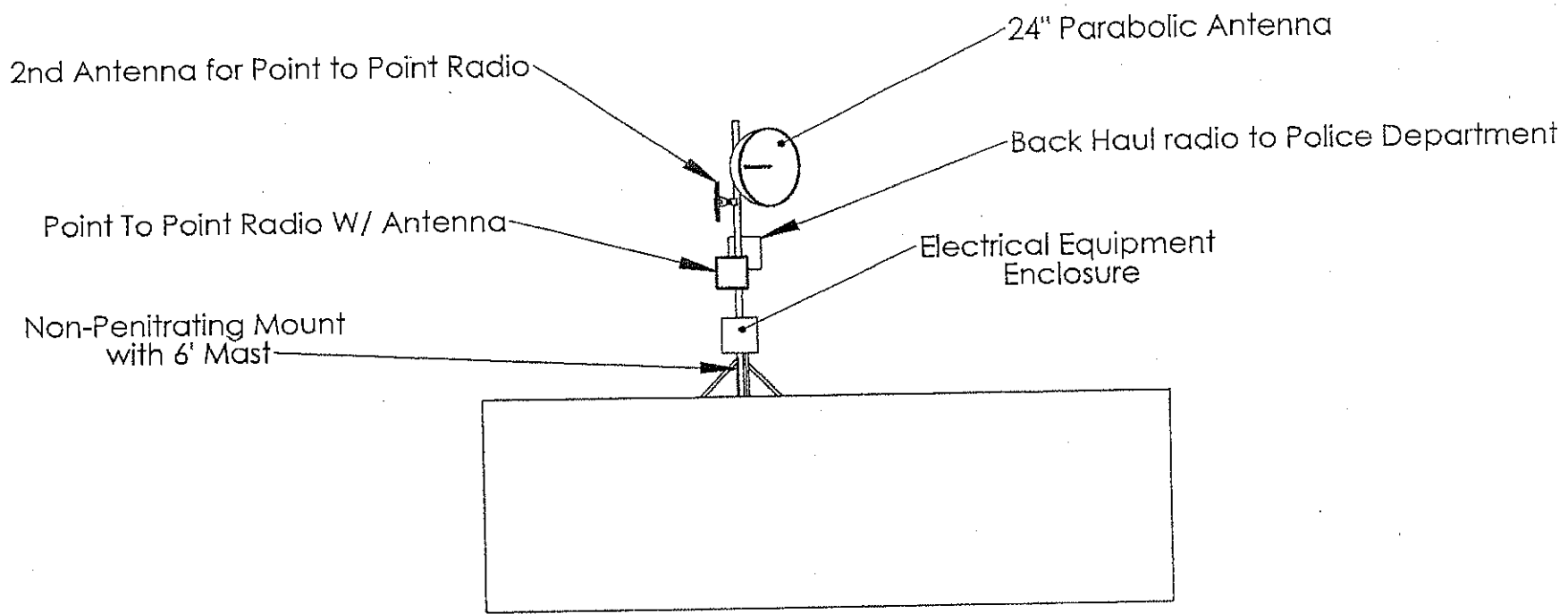
4. SECTION OF CORNING @ GRID 148



5. ROOF EDGE @ PERIMETER

EXHIBIT A

EXHIBIT B-1



<p>PROPRIETARY AND CONFIDENTIAL</p> <p>THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF AVRIO RMS GROUP. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF AVRIO RMS GROUP IS PROHIBITED.</p>	UNLESS OTHERWISE SPECIFIED:		NAME	DATE	<p>Avrio RMS Group</p> <p>TITLE: BCA - Side View</p> <p>SIZE DWG. NO. REV A 1430 Maryland</p> <p>SCALE: 1:250 SHEET 3 OF 3</p>	
	DIMENSIONS ARE IN INCHES		DRAWN	Zak		7/23/10
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TWO PLACE DECIMAL ±		Q.A.				
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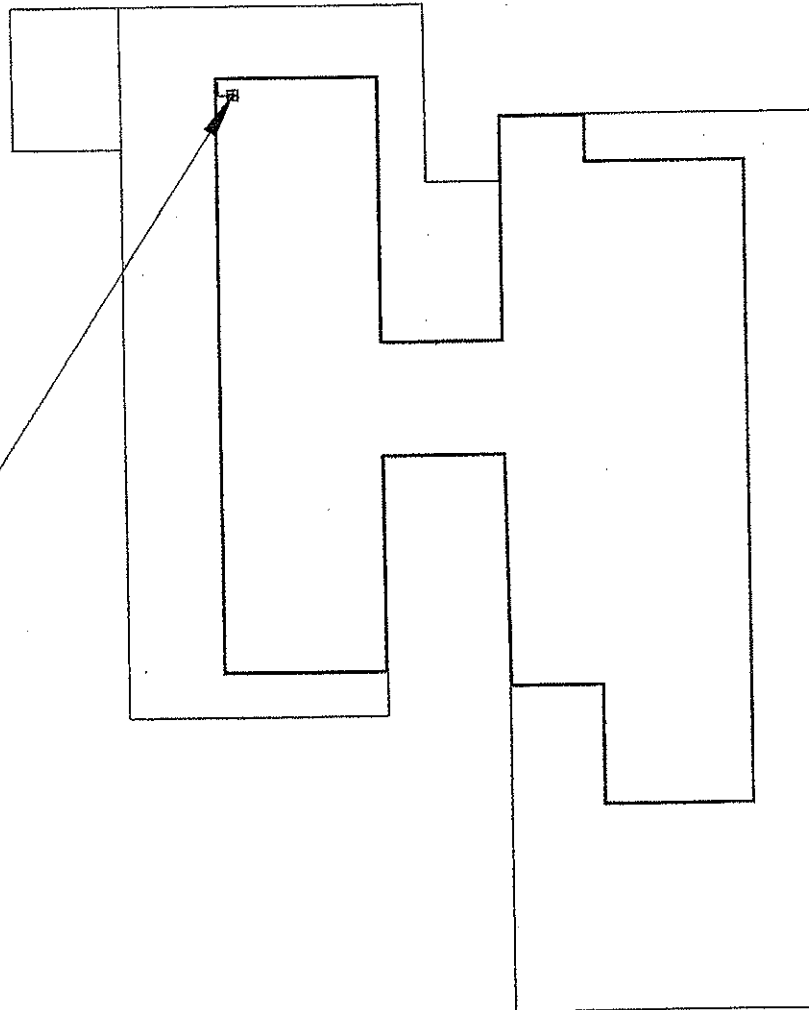
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EXHIBIT B-2

North

Avrio RMS Group
Equipment



PROPRIETARY AND CONFIDENTIAL

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UNLESS OTHERWISE SPECIFIED:

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	NAME	DATE
DRAWN	Zak	7/23/10
CHECKED		
ENG APPR.		
MFG APPR.		
Q.A.		
COMMENTS:		

Avrio RMS Group

TITLE:

BCA - Plan View

SIZE	DWG. NO.	REV
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FINISH

APPLICATION

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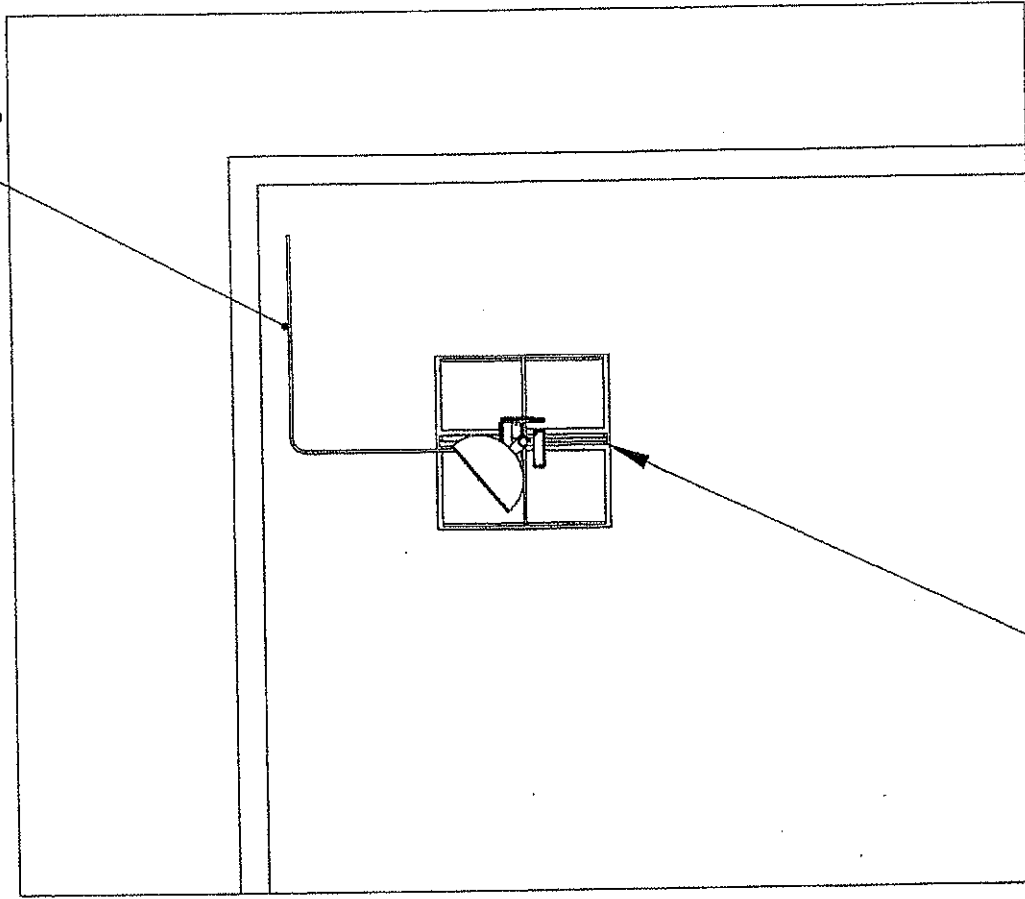
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3/4" Conduit with 20 Amp
120VAC Curcuit



Non-Penetrating Mount
with 6' Mast

EXHIBIT B-3

PROPRIETARY AND CONFIDENTIAL

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FRACTIONAL ±
ANGULAR: MACH ± BEND ±
TWO PLACE DECIMAL ±
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MATERIAL

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APPLICATION

	NAME	DATE
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MFG APPR.		
Q.A.		
COMMENTS:		

Avrio RMS Group

TITLE:

BCA - Electrical

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