

**RESOLUTION**  
**CITY OF SAINT PAUL, MINNESOTA**

12

Presented by

1 WHEREAS, Carl Pedro, Jr., Josephine Pedro, Eugene Pedro and Marilyn Pitera are the owners of  
2 property at 104, 114 and 124 E. Tenth Street, which is the site of a family business known as Pedro's  
3 Luggage; and  
4

5 WHEREAS, the Pedro family opened their business in 1914 following Carl Pedro, Sr's. arrival  
6 from Italy in 1907, and moved to business to its current location in the 1960's; and  
7

8 WHEREAS, a future park in the northern area of downtown is contemplated within the City of  
9 Saint Paul's Comprehensive Plan, and  
10

11 WHEREAS, the business has now closed, and the Pedro family wishes to donate the land and  
12 building to the City of Saint Paul for use as a future park; and  
13

14 WHEREAS, the attached Donation agreement sets forth the understanding with respect to the  
15 donation, including the understanding that the land will be used for park purposes, and that the Pedro  
16 family name will be included in the name of the park which results from this donation, to honor their long  
17 tradition of doing business in Saint Paul; and  
18

19 WHEREAS, the expenditure of public funds, which includes the promise of indemnification and  
20 defense of the donors, will facilitate and enable the donation to take place for the public purpose of  
21 creating a park; now, therefore, be it  
22

23 RESOLVED, that the appropriate city employees are authorized to enter into the attached  
24 Donation Agreement, which includes an indemnification provision, and to take such actions as are  
25 necessary to execute the terms therein; and be it  
26

27 FURTHER RESOLVED, that the Saint Paul City Council hereby thanks Carl Pedro, Jr.,  
28 Josephine Pedro, Eugene Pedro and Marilyn Pitera for their generosity in making this donation.  
29

	Yeas	Nays	Absent
Bostrom	✓		
Carter	✓		
Harris	✓		
Helgen	✓		
Lantry	✓		
Stark	✓		
Thune	✓		
	7	0	0

Adopted by Council: Date 11/18/09

Adoption Certified by Council Secretary

By: Mary Erickson

Approved by Mayor Date 11/23/09

By: R. Mulvihill

Requested by Department of:

PARKS AND RECREATION

By: [Signature]

Approved by the Office of Financial Services

By: [Signature]

Approved by City Attorney

By: [Signature]

Approved by Mayor for Submission to Council

By: [Signature]

<b>Department/Office/Council:</b> PR - Parks and Recreation		<b>Date Initiated:</b> 09 NOV 2009	<b>Green Sheet NO: 3087816</b>																													
<b>Contact Person &amp; Phone:</b> Mike Hahn 6512666409	Assign Number For Routing Order	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 5%;"></th> <th style="width: 45%; text-align: left;">Department</th> <th style="width: 30%; text-align: left;">Sent To Person</th> <th style="width: 20%; text-align: left;">Initial/Date</th> </tr> </thead> <tbody> <tr> <td>0</td> <td>Parks and Recreation</td> <td></td> <td></td> </tr> <tr> <td>1</td> <td>Parks and Recreation</td> <td>Department Director</td> <td>MT 11-10</td> </tr> <tr> <td>2</td> <td>City Attorney</td> <td>City Attorney</td> <td></td> </tr> <tr> <td>3</td> <td>Mayor's Office</td> <td>Mayor/Assistant</td> <td></td> </tr> <tr> <td>4</td> <td>Council</td> <td></td> <td></td> </tr> <tr> <td>5</td> <td>City Clerk</td> <td>City Clerk</td> <td></td> </tr> </tbody> </table>				Department	Sent To Person	Initial/Date	0	Parks and Recreation			1	Parks and Recreation	Department Director	MT 11-10	2	City Attorney	City Attorney		3	Mayor's Office	Mayor/Assistant		4	Council			5	City Clerk	City Clerk	
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<b>Must Be on Council Agenda by (Date):</b> 18-NOV-09																																
<b>Doc. Type:</b> RESOLUTION																																
<b>E-Document Required:</b> Y  <b>Document Contact:</b>  <b>Contact Phone:</b>																																
<b>Total # of Signature Pages</b> ____ (Clip All Locations for Signature)																																
<b>Action Requested:</b> Authorizing of attached resolution authorizing proper city officials to enter into a donation agreement with the Pedro family for land that would be used for a future park.																																
<b>Recommendations: Approve (A) or Reject (R):</b> _____ Planning Commission _____ CIB Committee _____ Civil Service Commission _____ _____ _____		<b>Personal Service Contracts Must Answer the Following Questions:</b> 1. Has this person/firm ever worked under a contract for this department? Yes    No 2. Has this person/firm ever been a city employee? Yes    No 3. Does this person/firm possess a skill not normally possessed by any current city employee? Yes    No <b>Explain all yes answers on separate sheet and attach to green sheet.</b>																														
<b>Initiating Problem, Issues, Opportunity (Who, What, When, Where, Why):</b> The Pedro family wishes to donate the former Pedro's Luggage property to the City of Saint Paul. The Parks and Recreation Department would accept the land as a donation and as part of a donation agreement with the Pedro family would convert the property into a future park.																																
<b>Advantages If Approved:</b> Parks and Recreation can enter into the donation agreement thereby allowing the City to convert the Pedro property into a downtown park.																																
<b>Disadvantages If Approved:</b>																																
<b>Disadvantages If Not Approved:</b> The Parks and Recreation Department will not be able to enter into the donation agreement, thereby not being able to convert the Pedro property into a future park.																																
<b>Total Amount of Transaction:</b>  <b>Funding Source:</b>  <b>Financial Information:</b> (Explain)		<b>Cost/Revenue Budgeted:</b>  <b>Activity Number:</b>																														

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## DONATION AGREEMENT

THIS DONATION AGREEMENT ("Agreement") is made as of October \_\_, 2009, by and between the City of Saint Paul, a home rule charter city ("Donee"), and Greenbrier Woods, Carl Pedro Jr Trustees, Eugene Pedro, a single person, Marilyn Pitera a single person, and Carl Pedro Jr. and his spouse Josephine L. Pedro (collectively the "Donor").

WHEREAS, Donor owns property which is located in an area where the City desires to develop a park in the future; and

WHEREAS, Donor has generously agreed to donate a portion of that property to the City for use as a park;

Now, therefore, parties hereby agree as follows:

1. Donation of Property. Donor agrees to donate, give, transfer and convey to Donee, and Donee agrees to accept from Donor, the real property located at 124 10<sup>th</sup> St. E, 114 10<sup>th</sup> St. E, and 104 10<sup>th</sup> St. E, St. Paul, in Ramsey County, Minnesota, legally described on the attached Exhibit A (the "Land"), together with all easements and rights related to the Land and all improvements, if any, on the Land (collectively, the "Property").

2. Purchase Price; Costs.

2.1 The total purchase price (the "Purchase Price") to be paid by Donee to Donor for the Property shall be zero dollars (\$0.00). In return for the donation of the Property the Donee has agreed to name the resulting park in honor of the Pedro family, listed above (collectively "Donor") by inclusion of the name "Pedro". Possible names would include "Pedro Park", "Pedro Plaza" or "Pedro Square".

2.2 Donee will pay the cost of recording all documents necessary to place record title in the name of the Donor. Donor shall pay all state deed tax regarding the Warranty Deed to be delivered by Donor under this Agreement. General real estate taxes payable in all years prior to 2009 will be paid by Donor. Donee will pay all general real estate taxes payable in all subsequent years. All special assessments levied, pending or assessed against the Property as of the Closing Date will be assumed by Donee.

2.3.1 For taxes payable in 2009, Donee will reimburse Donor for taxes paid to date upon the execution of this agreement. Donee will assume responsibility for facilitating direct payment of taxes due following the execution of the agreement.

- 2.3 All other operating costs of the Property, if any, will be allocated between Donor and Donee as of the Closing Date, so that Donor pays that part of such other operating costs incurred before or payable with respect to the period prior to the Closing Date, and Donee pays that part of such operating costs incurred or payable with respect to the period from and after the Closing Date.
3. Use of Property. The Property is improved with an unoccupied building. The Donor is conveying the Property to the Donee for the sole use as a park. The Donor acknowledges that the Donee has no present budget to convert the Property into a park in the foreseeable future and that the Property may remain in its current condition for an indefinite period of time, and Donee is permitted to do so until such time as the Donee makes specific plans for a park and obtains the necessary financing for the park improvements. If Donee has not obtained the financing within a period of five years for the entire Park plan, it will convert the donated parcel to parkland consistent with this Agreement.
4. Environmental Study.
- 4.1 Donor shall allow Donee, and Donee's employees, agents and contractors, access to the Property without charge and at all reasonable times prior to the Closing Date for the purpose of investigation and testing, which shall include, but not be limited to, surveys, soil borings, and environmental investigation and testing. Donee shall pay all costs and expenses of such investigation and testing, and shall advise Donor of the results of the testing. Donor shall provide Donee access to any environmental studies and reports, soils and geotechnical studies or reports, and other documents in its possession relating to the Property.
- 4.2 Donee may terminate this Agreement prior to Closing if the results of the studies so warrant. Upon termination, neither party shall have any further rights or obligations under this Agreement.
- 4.3 Donee agrees that the property is being donated in as-is condition and that subsequent to the closing that it will make no claim for damages, clean-up costs or other expenses related to any required clean-up of the property required due to the environmental testing, and will defend, indemnify and hold harmless the Donor from any claims of third parties resulting from environmental issues related to the soil and subsoil. Donee will additionally indemnify and hold harmless the Donor from any claims of third parties resulting from circumstances which transpire on dates subsequent to the closing of the real estate transition.
5. Closing. The closing of the donation contemplated by this Agreement (the "Closing") shall occur on or before November 30, 2009 (the "Closing Date"). The Closing shall take place at the offices of the City Attorney, 400 City Hall, St Paul, Mn 55102, or at such other place as Donor and Donee may agree. A Warranty Deed conveying the Property to Donee, free

and clear of all liens and encumbrances, shall be delivered to Donee by Donor on the Closing Date. The Closing may be the subject of a separate agreement between the parties.

6. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and permitted assigns.

7. Notices. Any notice required or permitted hereunder shall be given by either (i) personal delivery upon an authorized representative of a party hereto, or (ii) United States registered or certified mail, return receipt requested, postage prepaid, or (iii) facsimile copy followed by mailed notice, or (iv) a nationally recognized, reputable overnight courier, in each case properly addressed as follows:

If to Donee: City of Saint Paul, Minnesota  
Attn: Mike Hahm, Director of Parks and Recreation  
400 City Hall Annex  
25 West 4<sup>th</sup> Street  
St. Paul, Minnesota 55102  
Fax #: 651-266-8709

If to Donor: Carl S. Pedro  
Fax #: 651-653-8266

Notices shall be deemed effective on the earlier of the date of receipt or the date of deposit, as aforesaid; provided, however, that if notice is given by deposit, the time for response to any notice by the other party shall commence to run one business day after any such deposit. Any party may change his or its address for the service of notice by giving notice of such change ten (10) days prior to the effective date of such change.

8. Governing Law. This Agreement is to be construed and enforced according to and governed by the laws of the State of Minnesota.


9. Counterparts. This Agreement may be executed in any number of counterparts, which counterparts when considered together shall constitute one and the same agreement.


CITY OF SAINT PAUL

By: \_\_\_\_\_  
Mayor of Saint Paul

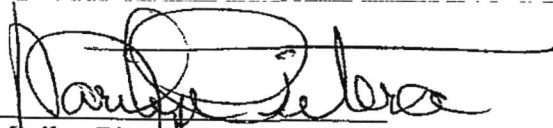
By: \_\_\_\_\_  
Finance Director

DONOR


By:   
Greenbrier Woods

By:   
Eugene Pedro

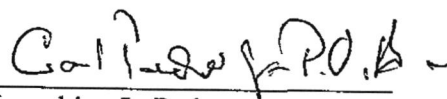
By: \_\_\_\_\_  
Director of Parks and Recreation

By:   
Marilyn Pitera

By: \_\_\_\_\_  
City Clerk

By:   
Carl Pedro, Jr.

By: \_\_\_\_\_  
Assistant City Attorney

By:   
Josephine L. Pedro

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EXHIBIT A

Legal Description of Property

Lot 1,

Lot 2.

Lot 3,

All located in Lamprey's Subdivision of Part  
of Block 11, Robert and Randall's Addition  
to St. Paul, Ramsey County, Minnesota