

LEASE AGREEMENT

THIS AGREEMENT, Made and entered into this 27th day of June, 1978, by and between the BOARD OF WATER COMMISSIONERS OF THE CITY OF SAINT PAUL, MINNESOTA, party of the first part, hereinafter called the "Board", and the CITY OF SAINT PAUL-POLICE DEPARTMENT, with mailing address at 101 East Tenth Street, St. Paul, Minnesota 55101, party of the second part, hereinafter called the "City".

WITNESSETH:

WHEREAS, The Board does hereby lease, demise and let unto the City and the City does hereby hire and lease from Board that certain tract of land situated in the City of Maplewood, County of Ramsey, described as follows and as shown shaded red on the attached Exhibit "A", said tract of land hereinafter designated as premises.

That portion of the South One-half ($S\frac{1}{2}$) of Section 18,
Township 29 North, Range 22 West, County of Ramsey,
State of Minnesota.

To have and to hold the same for a term of twenty (20) years commencing on the 27th day of June, 1978, and ending on the 26th day of June, 1998, subject to all the terms, covenants and conditions set forth in this Lease Agreement. This lease may be extended for an additional term subject to the approval of the Board.

WHEREAS, The City hereby covenants and agrees to pay to Board the sum of One Dollar (\$1.00) yearly in advance beginning on the commencement date of this Lease, the sum of One Dollar (\$1.00) per year.

WHEREAS, The Board maintains and carries out certain operations in respect to the public water works system of the City of Saint Paul, located within said premises; and

WHEREAS, The City desires permission to enter upon said premises to carry out a police canine team training and exercise program for the public; and

WHEREAS, The Board is willing to grant permission to the City consistent with the requirements of safety of said water works system and also consistent with the requirements and safety of Board persons and property whomsoever and whatsoever, now or in the future located or to be located or relocated within said premises, as elsewhere herein provided,

NOW, THEREFORE, IT IS MUTUALLY AGREED by and between the parties hereto as follows: That, in consideration of the mutual promises and agreements of the parties hereto, the Board hereby grants to the City, permission to enter upon the necessary portions of said premises and to use the same jointly with the Board, for the purposes aforesaid, subject to the following terms and conditions.

- 1) Wherever the word City appears herein, it shall mean and include the City's agents and employees; and wherever the word Board appears herein it shall mean and include the Board of Water Commissioners and the agents and employees of said Board.
- 2) This permit cannot be transferred or assigned by the City except with and according to written permission of the Board, if given.
- 3) With relation to the installation, construction and maintenance of or operations in respect of said police canine training facility or portion thereof located within said premises, anything not herein explicitly provided to be furnished, done or paid for by the Board shall be furnished, done and paid for by the City.
- 4) The Board reserves unto itself all its rights in said premises not herein or hereby expressly granted to the City, including but not necessarily limited to the right to therewithin install any facilities the Board might deem desirable or necessary also the right to alter, extend, relocate or remove its facilities or portions thereof now or in the future located within said premises or adjacent thereto and to maintain and carry out all its operations in respect of its any said facilities now or in the future located or relocated therewithin, all said construction, reconstruction or maintenance operations to be by the Board or its contractor; also, the right to permit the continued existence, maintenance and necessary operations

in respect of any duly authorized facilities of others heretofore installed within said premises and from time to time in future to authorize others to otherwise use said premises and to therewithin install, maintain and operate other facilities in kind, manner and extent not inconsistent with uses of said premises hereby permitted to the City.

- 5) The City agrees to construct the building, parking lot, access road, fence, sanitary sewer, water service, and all other facilities appurtenant to the canine training center in accordance with the plans and specifications as prepared by the Department of Community Services, April 27, 1978.
- 6) In respect of said canine training facility and components thereof and the installation, maintenance and other operations in respect thereof, the City shall comply with all valid and applicable laws, ordinances, codes and regulations and shall take out, maintain and pay for all necessary licenses and permits.
- 7) The Board shall not be under any obligation or responsibility to act as engineer consultant to the City in any matter related to said canine training facility.
- 8) It is understood and agreed by and between the parties hereto that any plans or data supplied by the Board or its engineer in respect of but not necessarily limited to facilities of the Board or of others located within or adjacent to said premises are approximations only and that the Board explicitly does not pretend or guarantee any said plans or data to be either complete or correct.
- 9) The City shall not make any changes or additions to the exterior of the canine training building or any other portion of the premises after completion of the facilities as shown on the April 27, 1978 plan for the Canine Training Center, except with the written authorization of the Board.
- 10) The use of explosives of any kind or for any purpose whatsoever within said premises, ammunition in hand-held impact-driven type tools included, is expressly prohibited and not permitted to the City or its contractors. The use of pistol ammunition blanks is permitted as a part of the canine training.
- 11) The City hereby agrees to accept and assume all responsibility for and all risk of damage to and loss or destruction of any structures that it may build upon the property herein described, except for negligence of the Board.
- 12) The City shall not unnecessarily create, cause or suffer to exist or to continue to exist, any nuisance or hazard to persons or property within or adjacent to said premises by reason of said canine training facility or the operation thereof or the construction or maintenance of structures located thereon in respect thereof or permit its employees, agents, engineers or contractors to do so.

- 13) The City shall accept all responsibility for snow removal on the access road and parking lot; trash hauling from the canine facility, and normal lawn care and tree trimming within the fenced canine training area.
- 14) The City agrees to promptly pay all costs in any way caused by, related to or arising out of or resulting from its said canine training facility or portion thereof located within said premises, except for the negligence of the Board, and the Board shall be caused no expense whatsoever, either directly or indirectly in connection with maintenance or other operations in respect of said canine training facility or portions thereof located within said premises; and,

The City also agrees to pay when due and before they become delinquent, any and all taxes and assessments, if any there ever be levied against said premises or portion thereof or against any other properties of the Board by any reason in respect of said canine training facility or components thereof now or in future located within said premises.

- 15) The City at all times shall maintain and keep said canine training facility and all components thereof located within said premises (including access road) in good condition and state of repair, free from litter or other objectionable matter (including dog feces) resulting from the canine training operations.
- 16) The City at all times shall conform said canine training facilities and all components thereof now or in future located within said premises (including access road) and all its operations in respect thereto, to and, if necessary therefor, shall promptly alter or relocate the same if and as may be required by any reason arising out of or because of works of the Board presently or in future located or to be located or relocated or maintained within said premises; and all this shall be accomplished without cost or expense to the Board.
- 17) The City shall be responsible for the Water Utility water service connection costs to the canine building (see attached Exhibit "B"). Water consumption will be metered and the City agrees to pay prevailing water consumption rate schedule and meter demand charge for water services outside the Saint Paul city limits. The City will be responsible for any costs necessary to increase the water pressure, within the premises, to a pressure greater than the normal static pressure the Board maintains in its water mains.
- 18) The City shall be responsible for all sewer service charges payable to the City of Maplewood for sewer service to the canine facility.
- 19) The canine training shall be restricted to the fenced area surrounding the training center; except that the dogs and training officers may use the pipe storage yard and sludge lagoon area for training provided the dogs are on a leash or under direct voice control, see attached Exhibit "A". If the Board determines that the dogs are not adequately controlled the use of the pipe storage yard and sludge lagoon area will be rescinded.

- 20) The City shall be responsible for all police officers and dogs from other municipal jurisdictions utilizing the canine training center.
- 21) The City shall defend and fully indemnify, save and hold harmless the Board's agents and employees while in the performance of their duties, against all liability, claims, demands and actions or causes of action, of whatsoever character and shall promptly pay and satisfy any and all valid claims and all judgments, costs and expense, cost of defense included, arising out of loss of or damage to property or injury to or death of any persons whatsoever or whomsoever by reason of or alleged to have been caused by, resulting from or growing out of, directly or indirectly, wholly or in part, said canine training facility or portion thereof located within or adjacent to said premises or because of the design, construction, maintenance, alteration, repair, removal or other operations in respect of said canine training facility or portion thereof located within or adjacent to said premises, except where said loss or damage, injury or death is caused by the negligence of the Board.
- 22) Should the City determine to discontinue the use, maintenance or other operations in respect of said canine training portion thereof now or in future located within said premises, such determination shall constitute an abandonment thereof and of the permission herein and hereby granted, and the City shall promptly notify the Board of such determination; and, thereupon, the City, if so authorized and requested, in writing, by the Board or its Manager, shall proceed, promptly, either to take up and remove any abandoned structures or portions thereof located within said premises and thereafter restore said premises to their original state or, with the written consent and direction of the Board's Manager, shall abandon said structures, in place, within said premises. No compensation shall be due the City for any said abandoned structure or portion thereof located within said premises.
- 23) Nothing herein shall preclude either of the parties hereto from exercising such right of eminent domain as either may have pursuant to applicable law.
- 24) The City may make application to the Board at any time or from time to time in future for permission to install and carry out other necessary operations in respect of others of City's said canine training facility proposed to be located within said premises or other properties of the Board. The Board may grant any additional said permission in whole or in part and subject to whatever reasonable terms and conditions it might deem desirable. The grant of any additional said permissions, if any there be, shall be by addenda hereto duly approved by and executed in behalf of the respective parties.

This Agreement is made and executed pursuant to and under the authority of a resolution adopted by the Board of Water Commissioners of the City of Saint Paul the 18th day of January, 1978, and of a resolution of the City Council of Saint Paul, C.F. No. 271324 as approved on the 27th day of June, 1978, certified copies of said resolutions being annexed hereto and by this reference incorporated in and made part hereof the same as if set forth herein verbatim.

IN WITNESS WHEREOF, the parties hereto have executed these presents the year and day first above written.

Approved as to Form:

Assistant City Attorney

BOARD OF WATER COMMISSIONERS OF
THE CITY OF SAINT PAUL, MINNESOTA

By

Leonard W. Levine, President

By

Thomas D. Mogren, Secretary

APPROVED:

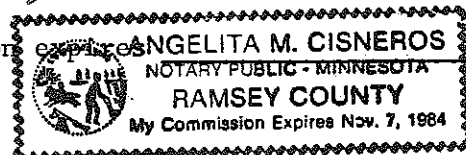
Elmer A. Huset, General Manager

STATE OF MINNESOTA)
) SS
COUNTY OF RAMSEY)

On this 5th day of June, 1978, before me, a Notary Public in and for said County, appeared Leonard W. Levine and Thomas D. Mogren, to me personally known, who being by me duly sworn, did say that they are the President and Secretary, respectively, of the Board of Water Commissioners of the City of Saint Paul and that the seal affixed to the aforesaid instrument is the seal of the Board of Water Commissioners of the City of Saint Paul, and that the said Leonard W. Levine and Thomas D. Mogren acknowledged said instrument to be the free act and deed of the Board of Water Commissioners of the City of Saint Paul.

Notary Public, Ramsey County, Minnesota

My commission expires



By

George Latimer, Mayor

APPROVED:

Richard H. Rowan, Chief of Police

Bv

Rose Mix. City Clerk

By

Bernard J. Carlson, Director of
Finance and Management Services

STATE OF MINNESOTA)

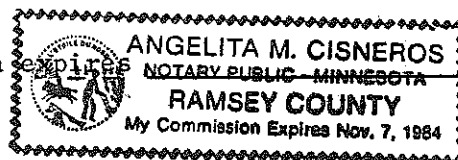
) SS

COUNTY OF RAMSEY)

On this 7th day of August, 1978, before me, a Notary Public in and for said County, appeared George Latimer, Rose Mix and Bernard J. Carlson, to me personally known, who being by me duly sworn, did say that they are the Mayor, City Clerk and Director of Finance and Management Services, respectively, of the City of Saint Paul and that the seal affixed to the aforesaid instrument is the seal of the City of Saint Paul, and that the said George Latimer, Rose Mix and Bernard J. Carlson acknowledged said instrument to be the free act and deed of the City of Saint Paul.

Notary Public, Ramsey County, Minnesota

My commission



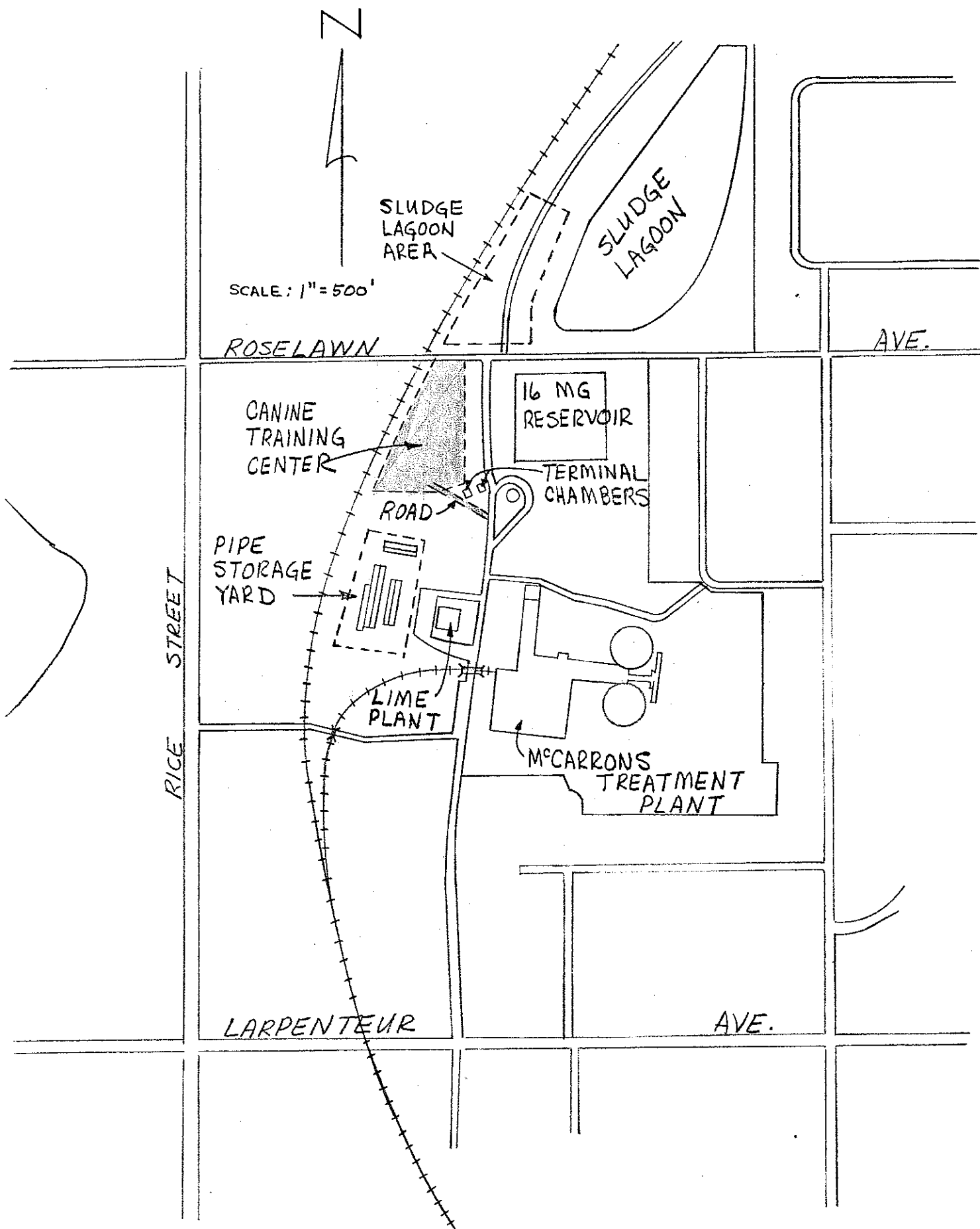


EXHIBIT "A"

State of Minnesota }
County of Ramsey } ss.
City of Saint Paul }

I, Thomas D. Mogren, Secretary of the Board of Water Commissioners of the City of Saint Paul, do hereby certify that I have compared the above copy of a resolution of the said Board as adopted by the Board on January 18, 1978, with the original thereof on file in my office and that said copy is a true and correct copy of said original and the whole thereof.

Witness the seal of the Board of Water Commissioners of the City of Saint Paul this
18 day of January, A.D. 19 78.


Secretary



OFFICE OF THE BOARD OF WATER COMMISSIONERS

RESOLUTION — GENERAL FORM

PRESENTED BY Thompson
COMMISSIONERJanuary 18, 1978
DATE

RESOLVED, That the Board of Water Commissioners of the City of St. Paul does hereby approve and authorize the use to be made by the St. Paul Police Department of a portion of the Water Board's McCarrons Pumping and Purification Plant Station located at Rice Street and Larpenteur Avenue for the construction of a building housing its Police Canine Training facility, necessary parking facilities, fencing and other necessary improvements for a term of twenty (20) years, with the right to extend the term subject to the mutual consent of the City of St. Paul and Board of Water Commissioners, at a nominal annual rent in the amount of One Dollar (\$1.00) per year, and the General Manager be and is hereby authorized to determine and approve the exact location of the proposed facility and the terms and conditions to be imposed upon the St. Paul Police Department and contained in the Lease Agreement, and the proper officers of the Board of Water Commissioners be and are hereby authorized and directed to execute the Agreement setting forth such terms and conditions as recommended by the General Manager.

Water Commissioners

Yeas

Nays

Bachrach

Sylvester

Thompson

President Levine


Adopted by the Board of Water Commissioners

January 18

19 78

In favor 4

Opposed 0


 SECY.

Council Resolution

Presented By

Sam M. Lerone

Referred To _____ Committee: _____ Date _____

Out of Committee By _____ Date _____

RESOLVED, That the Council of the City of Saint Paul does hereby approve and authorize the proper City officers to execute lease agreement between the City and the Board of Water Commissioners whereby the City will be permitted to occupy a portion of property held for the Water Utility to be used for the Police Department's Canine Training Center, a copy of the said agreement to be maintained in the office of the Department of Finance and Management Services.

COUNCILMEN

Yeas

Nays

Butler
Hozza
Hunt
Levine
Maddox
Showalter
Trotter

5

In Favor

0

Against

Adopted by Council: _____ Date _____

JUN 27 1978

Certified Passed by Council Secretary

JUN 27 1978

By

Approved by Mayor: _____ Date _____

By

PUBLISHED JUL 1 1978

Requested by Department of:

POLICE

By

Form Approved by City Attorney

By

Approved by Mayor for Submission to Council

By

WHITE - CITY CLERK
PINK - FINANCE
CANARY - DEPARTMENT
BLUE - MAYOR

CITY OF SAINT PAUL

Council
File NO.

271324

Council Resolution

Presented By _____

Referred To _____ Committee: _____ Date _____

Out of Committee By _____ Date _____

RESOLVED, That the Council of the City of Saint Paul does hereby approve and authorize the proper City officers to execute lease agreement between the City and the Board of Water Commissioners whereby the City will be permitted to occupy a portion of property held for the Water Utility to be used for the Police Department's Canine Training Center, a copy of the said agreement to be maintained in the office of the Department of Finance and Management Services.

5/2 of Sec 18, T 29 N - R 22 E

COUNCILMEN

Yeas _____ Nays _____

Butler

Hozza

Hunt

Levine

Maddox

~~Showalter~~

~~Tedesco~~

5 In Favor

0 Against

Adopted by Council: _____ Date JUN 27 1978

Certified Passed by Council Secretary _____

By _____

Approved by Mayor: _____ Date JUN 27 1978

By _____

Requested by Department of:

POLICE

By R. H. Kowan

Form Approved by City Attorney

By Paul M. Corkey

Approved by Mayor for Submission to Council

By George L. Jones

CITY OF SAINT PAUL, MINNESOTA

BOARD OF WATER COMMISSIONERS

ELMER A. HUSET
General Manager

THOMAS D. MOGREN
Assistant General Manager

MISSISSIPPI RIVER

LEONARD W. LEVINE, PRESIDENT
DR. PHILLIP G. THOMPSON, VICE PRESIDENT

DEBORAH Y. BACHRACH

LAKES

ROBERT SYLVESTER

TREATMENT

RUBY HUNT

PUMPING

W. J. MEUWISSEN
Supt. of Water Distribution

ROGER A. MOHROR
Supt. of Water Supply

VERNE E. JACOBSEN
Water Production Engineer

DISTRIBUTION

August 8, 1978

Mr. Bernard J. Carlson
Director of Finance & Management Services
Room 113
City Hall

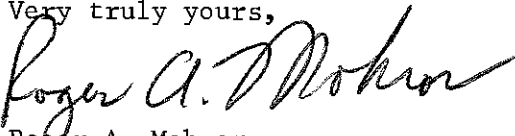
Re: Lease Agreement between City of Saint Paul-
Police Department and the Board of Water
Commissioners

Dear Mr. Carlson:

Attached find one (1) fully executed copy of the above referenced lease
for your files.

Please send us your filing number.

Very truly yours,



Roger A. Mohror
Superintendent of Water Supply

RAM:dc

Attachment: 1

RECEIVED
AUG - 9 1978
OFFICE OF THE DIRECTOR
DEPARTMENT OF FINANCE
AND MANAGEMENT SERVICES



FIRST RIDER TO LEASE AGREEMENT

THIS AGREEMENT made this 10th day of June, 1987 by and between the BOARD OF WATER COMMISSIONERS of the City of Saint Paul, Minnesota, hereinafter called the "Board" and the CITY OF SAINT PAUL POLICE DEPARTMENT, hereinafter called "City", being the First Rider to that certain Lease Agreement made by and between said Board and said City the 27th day of June, 1978, and by this reference incorporated herein and made a part hereof;

WITNESSETH:

WHEREAS, Section 9 of said Lease Agreement provides that "The City shall not make any changes or additions to the exterior of the canine training building or any other portion of the premises after completion of the facilities as shown on the April 27, 1978 plan for the Canine Training Center, except with the written authorization of the Board"; and

WHEREAS, The City conducts training during the hours of darkness and the City has requested permission to install three overhead night lights with poles at no cost to the Board in locations to be approved by the Board; and

WHEREAS, Water Utility staff has reviewed the City's request and staff recommends approval subject to proper safeguards of the property and works of the Board.

NOW, THEREFORE, It is mutually agreed by the City and the Board that the Lease Agreement dated the 27th day of June, 1978 is hereby amended by adding the following Section 25:

- 25) The City may install three overhead night lights with poles within said premises in locations approved by the Board. The City shall provide the Board with 48 hours advance notice before excavating for the poles or trenching for underground cable.

This First Rider to Lease Agreement is made and executed pursuant to and under the authority of Resolution No. 3781 adopted by the Board of Water Commissioners of the City of Saint Paul the 10th day of June, 1987, certified copies of said resolutions being annexed hereto and by this reference incorporated in and made part hereof the same as if set forth herein verbatim.

IN WITNESS WHEREOF, the parties hereto have executed these presents the year and day first above written.

APPROVED:

William W. McCutcheon
William W. McCutcheon
Chief of Police

CITY OF SAINT PAUL

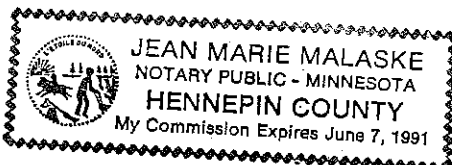
By George Latimer
George Latimer, Mayor

By Albert B. Olson
Albert B. Olson, City Clerk

By Eugene A. Schiller
Eugene A. Schiller, Director of
Finance and Management Services

STATE OF MINNESOTA)
) SS
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this 24th day of June, 1987 by George Latimer, Albert B. Olson and Eugene A. Schiller Mayor, City Clerk and Director of Finance and Management Services respectively, of the City of Saint Paul, Minnesota.



Jean M. Malaske
Signature of Person taking acknowledgement

APPROVED:

Thomas D. Mogren
Thomas D. Mogren, General Manager

FORM APPROVED:

James J. Agul
Assistant City Attorney
City of Saint Paul

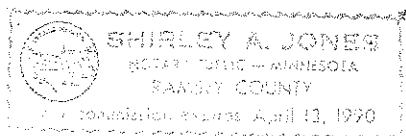
BOARD OF WATER COMMISSIONERS OF THE
CITY OF SAINT PAUL

By Chris Nicosia
Chris Nicosia, President

By Verne E. Jacobsen
Verne E. Jacobsen, Secretary

STATE OF MINNESOTA)
COUNTY OF RAMSEY) SS

The foregoing instrument was acknowledged before me this 15th day of June, 1987, by Chris Nicosia, President and Verne E. Jacobsen, Secretary of the Board of Water Commissioners of the City of Saint Paul, a Minnesota municipal corporation, on behalf of the corporation.



Shirley A. Jones
Signature of person taking acknowledgement

This instrument was drafted by

Name Saint Paul Water Utility

Address 25 West Fourth St., St. Paul, MN

CITY OF ST. PAUL
OFFICE OF THE BOARD OF WATER COMMISSIONERS
RESOLUTION — GENERAL FORM

No. 3781

PRESENTED BY Sachrach
COMMISSIONER

DATE June 10, 1987

WHEREAS, A Lease Agreement dated the 27th day of June, 1978 by and between the City of Saint Paul Police Department, hereinafter called "City", and the Board of Water Commissioners of the City of Saint Paul, hereinafter called "Board", provides for construction, maintenance and operation of a Canine Training Center on Board-owned land near the McCarron Water Treatment Plant; and

WHEREAS, The City conducts training during the hours of darkness and the City has requested permission to install three overhead night lights with poles at no cost to the Board in locations approved by the Board; and

WHEREAS, Water Utility staff has reviewed the City's request and staff recommends approval subject to proper safeguards of the property and works of the Board; and

WHEREAS, The attached First Rider to Lease Agreement has been prepared to facilitate the proposed improvement by the City, now, therefore, be it

RESOLVED, That construction of three night lights and poles at the Canine Training Center on Board-owned land is hereby approved and that the proper officers of the Board are hereby authorized and directed to execute the attached First Rider to Lease Agreement on behalf of the Board.

Water Commissioners

Yeas

Nays

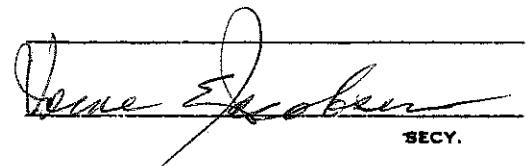
Sonnen
Vice President *Sachrach*
President *Niconia*

Adopted by the Board of Water Commissioners

June 10 1987

In favor 3

Opposed 0


SECY.

SECOND RIDER TO LEASE AGREEMENT

THIS AGREEMENT made this 13th day of July, 1999 by and between the BOARD OF WATER COMMISSIONERS of the City of Saint Paul, Minnesota, ("Board"), and the CITY OF SAINT PAUL POLICE DEPARTMENT, ("City"), being the Second Rider to that certain Lease Agreement ("Agreement") made by and between Board and City on the 27th day of June, 1978, and as amended on the 9th day of January, 1995, and by this reference incorporated herein and made a part hereof;

WITNESSETH:

WHEREAS, Board and City did approve the Agreement for the purpose of allowing the City to carry out a police canine team training and exercise program on certain Board-owned property at the Board's McCarron's Water Treatment Plant ("Premises"); and

WHEREAS, Board and City did approve a First Rider to Agreement dated June 10th, 1987, which authorized installation of three overhead night light poles on the Premises; and

WHEREAS, Board and City did approve an Amended Lease Agreement dated January 9, 1995, which extended the term of the Agreement to June 26, 2028, with all other terms and conditions remaining unchanged; and

WHEREAS, Board staff did approve the construction of a canine memorial on the Premises by means of a letter dated March 22, 1995, from Water Utility Division Manager James L. Haugen to the City's Police Department, but the Board never formally approved such memorial construction via a Rider to the Agreement; and

WHEREAS, The City desires to construct an addition to the exterior of the canine training building and additional parking spaces on the Premises (the "City's Request") and to receive formal Board approval of its canine memorial construction; and

WHEREAS, Section 9 of the Agreement provides that "The City shall not make any changes or additions to the exterior of the canine training building or any other portion of the premises after completion of the facilities as shown on the April 27, 1978 plan for the Canine Training Center, except with the written authorization of the Board"; and

WHEREAS, Board staff has reviewed the City's Request and staff recommends approval, subject to proper safeguards of the property and works of the Board.

NOW, THEREFORE, It is mutually agreed by the City and the Board that the Lease Agreement dated the 27th day of June, 1978, and as amended for an extended term on January 9, 1995, is hereby amended by adding the following Sections 26 and 27, with all other terms and conditions unchanged and in effect:

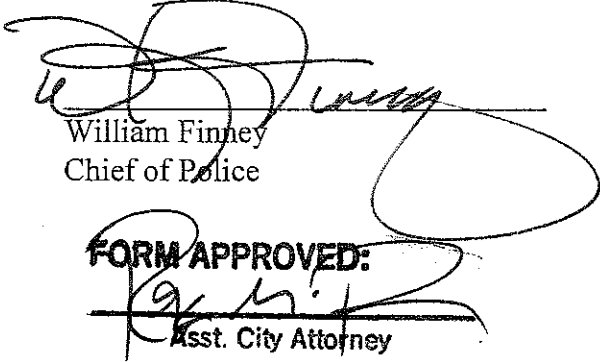
- 26) The Board affirms and authorizes the permission previously granted by staff in said March 22, 1995, letter to the City's Police Department, which is attached hereto as Exhibit "A" and incorporated herein, allowing the City to construct a canine memorial on the Premises.


- 27) The Board grants to the City permission to construct an addition to the canine training building as well as additional vehicle parking spaces and a sidewalk between the two. Work shall be performed in accordance with attached Exhibit "B", which is hereby incorporated herein, and in accordance with final plans to be approved in writing by Board staff in advance of mobilization.

This Second Rider to Lease Agreement is made and executed pursuant to and under the authority of Resolution No. 4652 adopted by the Board of Water Commissioners of the City of Saint Paul the 13th day of July, 1999, certified copies of said resolutions being annexed hereto and by this reference incorporated in and made part hereof the same as if set forth herein verbatim.

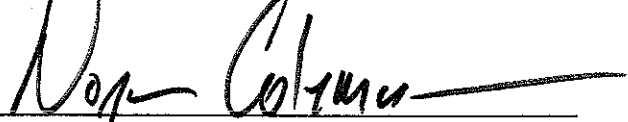
IN WITNESS WHEREOF, the parties hereto have executed these presents the year and day
first above written.

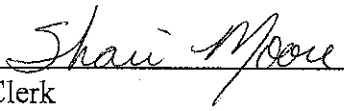
APPROVED:


William Finney
Chief of Police

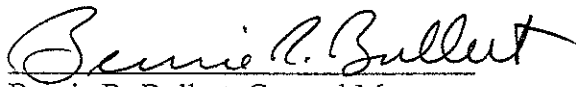
FORM APPROVED:

Asst. City Attorney

CITY OF SAINT PAUL

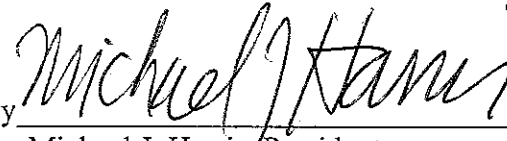
By 
Mayor

By 
City Clerk

APPROVED:

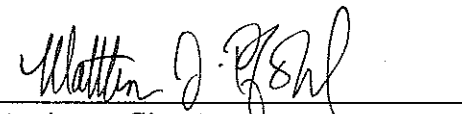

Bernie R. Bullert, General Manager

BOARD OF WATER COMMISSIONERS OF
THE CITY OF SAINT PAUL, MINNESOTA


By 
Michael J. Harris, President

By 
Janet Lindgren, Secretary

APPROVED AS TO FORM:


Assistant City Attorney

COUNTERSIGNED:


Joseph M. Reid, Director
Office of Financial Services



BOARD OF WATER COMMISSIONERS

Dino Guerin, *President* Janice Rettman, *Vice President*
Stephen Haselmann, *Commissioner* David Morris, *Commissioner* Michael Harris, *Commissioner*

March 22, 1995

Lieutenant Pazdernik
Saint Paul Police Canine Unit

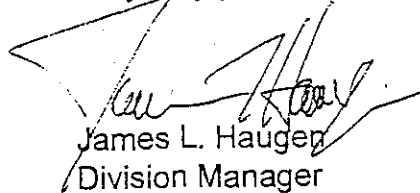
Dear Lieutenant Pazdernik:

John Winjum, Supervisor of Maintenance and I enjoyed meeting with you last week to tour the planned memorial site.

The Water Utility has finished reviewing your plans for the Saint Paul Police Canine Memorial to be constructed near your training center. In viewing these plans, the Utility has found that your project would not interfere with any future plans or improvements for our plant, therefore, we support the construction of this Memorial.

If you have any questions or concerns, please feel free to call me at 489-1051.

Very truly yours,



James L. Haugen
Division Manager

JLH:lp

cc: Bernie Bullert
Dave Wagner
John Winjum

Exhibit "A"

SAINT PAUL WATER UTILITY

Suite 200

8 4TH ST E

Saint Paul, MN 55102

Tel (612) 298 - 4237

Fax (612) 292 - 7811

Bernie R. Bullert, *General Manager*

James L. Haugen, *Production Manager*

Roger A. Mohr, *Central Services Manager*

James M. Graupmann, *Distribution Manager*

20-1978-A-09

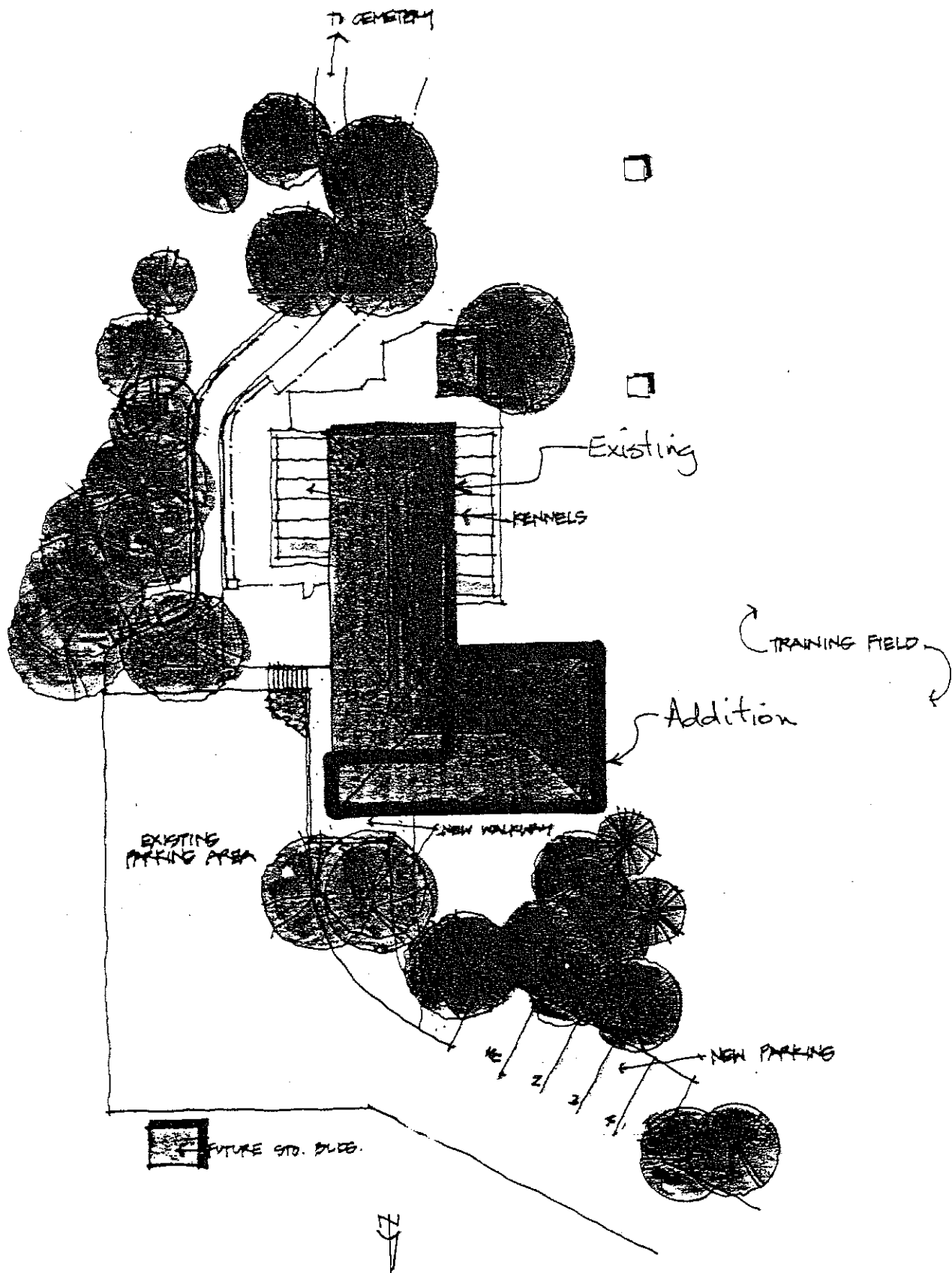


Exhibit "B"

BOARD OF WATER COMMISSIONERS
RESOLUTION — GENERAL FORM

No. 4652

PRESENTED BY
COMMISSIONER Kittridge

DATE July 13, 1999

WHEREAS, The Board of Water Commissioners, ("Board"), did adopt Resolution No. 2742 which authorized a Lease Agreement ("Agreement") between the Board and the City of Saint Paul ("City"), allowing the City to carry out a police canine team training and exercise program on certain Board-owned property at the McCarron's Treatment Plant ("Premises"); and

WHEREAS, The City desires to construct an improvement to its facilities currently on the Premises, such improvements being an addition to the exterior of the existing canine training building, as well as additional parking spaces and a sidewalk; and

WHEREAS, Board staff has reviewed the City's preliminary plans for said improvements and finds that present and future Board operations will not be hampered by the construction and operation of said improvements; and

WHEREAS, Board staff has prepared a Second Rider to Lease Agreement which amends the Agreement to allow construction of said improvements, and which affirms and authorizes the permission to construct a canine memorial, as previously granted by staff in a March 22, 1995 letter to the City's Police Department, and staff does recommend Board approval of said Second Rider; and

WHEREAS, The city attorney's office has reviewed and approved said Second Rider as to form; now, therefore, be it

RESOLVED, That the Board does hereby approve the Second Rider to Lease Agreement between the Board of Water Commissioners and the City of Saint Paul and that the proper officers are hereby authorized to execute said Second Rider on behalf of the Board.

Water Commissioners

Yeas	Arcand	Nays
	Benanav	
	Kittridge	
	Reiter	
Vice President	Haselmann	

Adopted by the Board of Water Commissioners

July 13, 1999

In favor 5

Opposed 0

Janet Lindgren

SECY.

AMENDED LEASE AGREEMENT

This Agreement, made and entered into this 9th day of January, 1995, by and between the Board of Water Commissioners of the City of Saint Paul, hereafter referred to as BOARD, and the City of Saint Paul, a municipal corporation of the State of Minnesota, on behalf of its Police Department, hereafter referred to as CITY.

Whereas Board and City have entered into a lease agreement dated the 27th day of June, 1978, whereby the City is permitted to construct and maintain a canine facility for and on behalf of its Police Department; and

Whereas, The lease agreement is for a term of twenty (20) years and to terminate the 26th day of June, 1998; and

Whereas, The Board and City intend to extend the term of the lease agreement for an additional term of thirty (30) years subject to the terms and provisions contained in said lease agreement.

Now therefore it is hereby agreed by and between the Board and City that the lease agreement dated the 27th day of June, 1978 be and is hereby amended in the following particular:

To have and to hold the same for a term of fifty (50) years commencing on the 27th day of June, 1978, and ending on the 26th day of June, 2028, subject to all the terms, covenants and conditions set forth in this Lease Agreement. This lease may be extended for an additional term subject to the approval of the Board.

In witness whereof the parties have caused this agreement to be executed as of the year and day first above written.

BOARD OF WATER COMMISSIONERS OF

Approved as to Form:

[Signature]
Assistant City Attorney

Dino Guerin
President

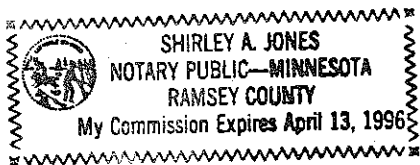
Approved:

[Signature]
General Manager

[Signature]
Secretary

STATE OF MINNESOTA)
) ss
COUNTY OF RAMSEY)

On this 25th day of January, 1995, before me a Notary Public in and for said County, appeared Dino Guerin and [Signature], to me personally known, who being by me duly sworn, did say that they are the president and Secretary, respectively, of the Board of Water Commissioners of the City of Saint Paul, and that they acknowledge that they have executed this instrument on behalf of the said Board.



[Signature]
Notary Public

CITY OF SAINT PAUL

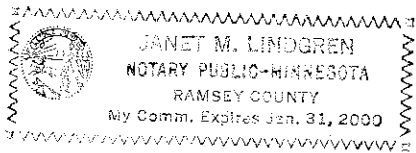
[Signature]
Mayor

[Signature]
City Clerk

[Signature]
Director of the Department of Finance and Management Services April 31/7/95

STATE OF MINNESOTA)
) ss
COUNTY OF RAMSEY)

On this 26th day of January, 1995, before me a Notary Public in and for said County, appeared Pamela Wheelock (on behalf of the Mayor) Fred Owens and Peter Hansen, to me personally known, who being by me duly sworn, did say that they are the Mayor, City Clerk and Director of the Department of Finance and Management Services, respectively, of the of the City of Saint Paul, and that they acknowledge that they have executed this instrument on behalf of the said City.



Janet M. Lindgren
Notary Public

CITY OF ST. PAUL

OFFICE OF THE BOARD OF WATER COMMISSIONERS

RESOLUTION-GENERAL FORM

No. 4349

PRESENTED BY
COMMISSIONER Rettman

DATE January 9, 1995

Whereas, The Board of Water Commissioners has permitted the Saint Paul Police Department to establish and maintain a canine facility on Board property located within the City of Maplewood; and

Whereas, The agreement dated June 27, 1978, by and between the Board and the City of Saint Paul was for a term of twenty (20) years, and the Board is willing to extend the lease agreement for an additional thirty (30) years; now therefore be it

Resolved, That the Board of Water Commissioners of the City of Saint Paul does hereby approve amendment to the lease agreement dated June 27, 1978 so as to extend the term thereof to June 26, 2028, and the proper officers of the Board are hereby authorized and directed to execute the lease amendment on behalf of the Board.

Water Commissioners

Yeas

Nays

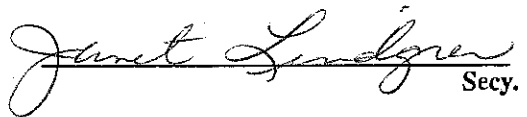
Haselmann
Vice President Rettman
President Guerin

Adopted by the Board of Water Commissioners

January 9, 1995

In favor 3

Opposed 0


Secy.

Bernie
Bullert

ORIGINAL

Council File # 95-123

Green Sheet # 28803

RESOLUTION
CITY OF SAINT PAUL, MINNESOTA

17

Presented By _____

Referred To _____

Committee: Date _____

Whereas, The Board of Water Commissioners has permitted the Saint Paul Police Department to establish and maintain a canine facility on Board property located within the City of Maplewood; and

Whereas, The agreement dated June 27, 1978, by and between the Board and the City of Saint Paul was for a term of twenty (20) years, and the Board is willing to extend the lease agreement for an additional thirty (30) years; now therefore be it

Resolved, That the Council of the City of Saint Paul does hereby approve amendment to the lease agreement dated June 27, 1978 so as to extend the term thereof to June 26, 2028, and the proper officers of the City are hereby authorized and directed to execute the lease amendment on behalf of the City.

	Yeas	Nays	Absent
Blakey	✓		
Harris	✓		
Grimm	✓		
Guerin	✓		
Megard	✓		
Rettman	✓		
Thune	✓		

Adopted by Council: Date 7.1.8.1995

Adoption Certified by Council Secretary

By: _____

Approved by Mayor: Date 7/15/95

By: _____

Requested by Department of:

Water Utility

By: _____

Form Approved by City Attorney

By: _____

Approved by Mayor for Submission to Council

By: _____