REQUEST FOR COUNCIL ACTION

MEETING DATE: 11-03-03

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AGENDA SECTION:	ORIGINATING DEPT:	ITEM NO.
CONSENT AGENDA	PUBLIC WORKS	D-14
ITEM: Parking Agreement with Olmsted County/ Jurors Lot on South Side of 4th Street SE		PREPARED BY: A KNAUER

Olmsted County and the City have been in discussion about the use and revenue control of the "Jurors Lot" on the south side of 4th Street SE directly east of the new County Detention Center. There are 66 spaces in the lot. The County will designate the first row adjacent to the Detention Center containing 16 spaces for employees, handicapped parking and loading. This row is completely on County property.

The remaining 3 rows containing 50 spaces are on county and City property. (The City property includes the right of way for 2nd Avenue SE.) The ratio of parking spaces is 85% City property and 15% County property.

The County would like to offer day long public parking for Government Center customers and also accommodate jurors in this lot. Both the City and County staff are interested in installing a single pay by space machine instead of individual parking meters. The parking meter manufacturer has such a machine that accepts the cash keys used in downtown meters as well as coins.

County and City staff have agreed on the following terms for administration of this lot.

The agreement shall cover rows 2, 3 and 4 as identified on the attached map. Row 1 which is on Olmsted County property shall be reserved for handicapped spaces, loading and County use. The metered rate shall be $.50 per hour per space with a maximum duration of 10 hours. The rate and duration shall be adjusted from time to time by mutual agreement between the City and County.

CITY RESPONSIBILITY
The City of Rochester agrees to provide, install, maintain, repair and collect revenue parking machine(s) including either a single pay by space or multiple parking meters. The City shall also provide enforcement.

COUNTY RESPONSIBILITY
Olmsted County agrees to provide for lot maintenance and utilities including; litter pick up, snow removal, sweeping, patching, seal coating, resurfacing, striping, signing and lighting. The County shall be responsible for issuing parking tags to jurors. No County employees shall be permitted to park in rows 2, 3 and 4 without paying the daily public rate.

SHARING OF REVENUES
Meter revenue is defined as monies collected by a single pay by space machine or multiple parking meters.

The City shall receive 90% of the meter revenue generated by the lot based on 85% of the spaces being on City right of way (2nd Avenue SE) and 5% in lieu of lost revenue due to use by Olmsted County jurors. (*The juror use varies from day to day but has been estimated as not to exceed 24% of the weekly parking capacity. The weekly parking capacity is defined as 50 spaces x 5 work days =250 spaces.)*

The County shall receive 10% of the meter revenue generated by the lot.

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ANNUAL REVIEW AND ASSIGNMENT

The physical condition of the lot will be reviewed annually by August 1 of each year at which time the City and County shall mutually agree on needed repairs and other lot maintenance work.

The City shall also monitor juror use of the parking spaces on a random basis to determine actual usage and impact on revenues. Based on such monitoring juror usage exceeding 24% of weekly capacity as defined above for a consecutive four week period may result in renegotiating the sharing of revenues.

This agreement is only between the City of Rochester and Olmsted County. The agreement is not assignable or transferable to any other public or private entity.

INDEMNIFY

To the extent of liability limits established under Minnesota Statutes the County shall indemnify and save and hold harmless the City of Rochester from actions arising out of its activities in maintaining the parking lot.

REQUESTED COUNCIL ACTION

Adopt the prepared resolution rescinding the June 2, 1995 Agreement between the City and Olmsted County regarding this property and further approving a new agreement incorporating the above terms The agreement shall be made effective upon installation of the parking revenue equipment and run through 12/31/2008 with rights of either party to terminate upon 90 days notice.

COUNCIL ACTION: Motion by:_____ Second by:_____ to:

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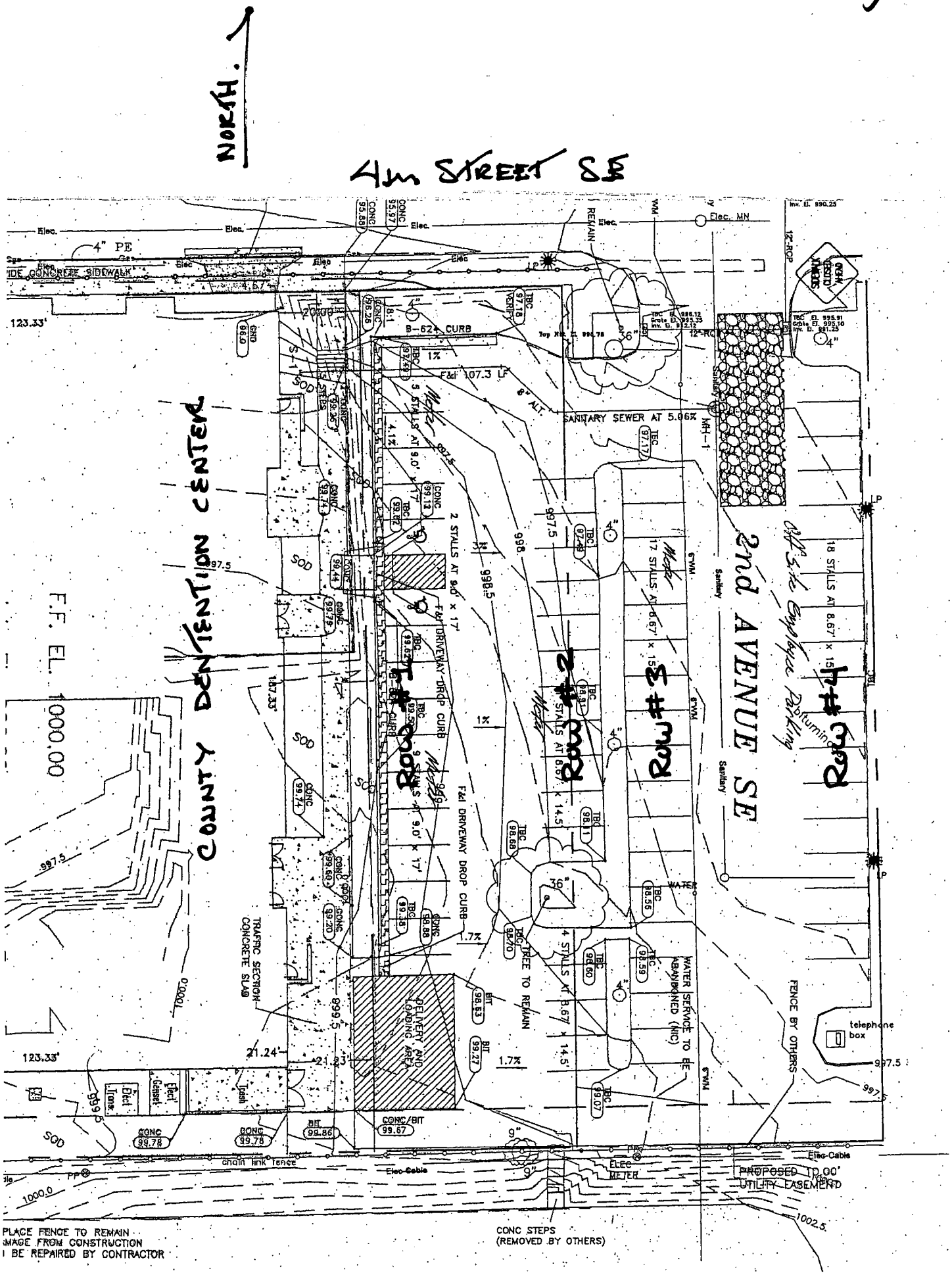
NORTH
4th STREET SE
COUNTY DENTENTION CENTER
2nd AVENUE SE
Off site Employee Parking
Row #1
Row #2
Row #3
Row #4
F.F. EL. 1000.00
B-624 CURB
F&I 107.3 LF
SANITARY SEWER AT 5.06%
2 STALLS AT 9.0' x 17'
F&I DRIVEWAY DROP CURB
17 STALLS AT 8.67' x 15'
18 STALLS AT 8.67' x 15'
4 STALLS AT 8.67' x 14.5'
TRAFFIC SECTION CONCRETE SLAB
DELIVERY AND LOADING AREA
TREE TO REMAIN
WATER SERVICE TO BE ABANDONED (NIC)
FENCE BY OTHERS
telephone box
chain link fence
ELEC METER
PROPOSED 10.00' UTILITY EASEMENT
CONC STEPS (REMOVED BY OTHERS)
PLACE FENCE TO REMAIN
MAGE FROM CONSTRUCTION
BE REPAIRED BY CONTRACTOR