

PLANNING AND ECONOMIC DEVELOPMENT COMMITTEE

12-0590R

REPLACEMENT

RESOLUTION AUTHORIZING AN AMENDMENT TO THE AGREEMENT
WITH THE DULUTH ECONOMIC DEVELOPMENT AUTHORITY (DEDA)
RELATING TO THE INTERSTATE PARKING MANAGEMENT AGREEMENT.

CITY PROPOSAL:

WHEREAS, city and DEDA entered into an agreement on or about April 26, 2012 related to each party's rights and responsibilities under the Parking Management Agreement with the Interstate Parking Company of Minnesota, LLC ("Interstate") (city contract no. 21605); and

WHEREAS, DEDA sold one of its parking lots known as the Phoenix lot resulting in the need to amend the agreement to remove the Phoenix lot and to reduce DEDA's management fee accordingly.

NOW THEREFORE, BE IT RESOLVED, that the proper city officials are hereby authorized to execute an amendment to the agreement, substantially in the form of that on file in the office of the city clerk as Public Document No. _____ reducing DEDA's management fee payable thereunder and providing for DEDA to add or delete DEDA parking facilities and approve the corresponding adjustment in DEDA's portion of the parking management fee paid to Interstate Parking.

Approved:



Department Director

Approved for presentation to council:



Chief Administrative Officer

Approved as to form:



Attorney

Approved:



Auditor

STATEMENT OF PURPOSE: The purpose of this resolution is to approve an amendment to the agreement with DEDA to remove the Phoenix lot from DEDA's parking facilities inventory and reduce DEDA's portion of monthly management fee paid to Interstate as a result of DEDA's recent sale of the lot. The amendment also provides for DEDA to add or delete parking facilities and approve the corresponding adjustment in DEDA's portion of the parking management fee.

AMENDMENT TO AGREEMENT

The Parking Management Agreement ("Agreement") dated April 26, 2012 between the City of Duluth ("City") and the Duluth Economic Development Authority ("DEDA") (DEDA Contract No. 12 860 659 and City Contract No. 21605) is amended as set forth below. Capitalized terms used in this Amendment but not defined herein shall have the meanings ascribed to them in the Agreement.

WHEREAS, DEDA sold one of its parking facilities known as the Phoenix Lot; and

WHEREAS, the parties desire to amend the Agreement to remove the Phoenix Lot from the DEDA's inventory of parking facilities under the Agreement and reduce the management fee related thereto.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the receipt and sufficiency of which is hereby acknowledged, it is mutually agreed between the parties hereto as follows:

1. Paragraph 11, Management Fee, is deleted in its entirety and replaced with the following:

MANAGEMENT FEE: As compensation for the professional management services rendered by Operator in connection with the DEDA Facilities, DEDA will be responsible for its portion of the monthly Management Fee, said portion being Two Hundred Seventy-five and 33/100th Dollars (\$275.33). The Management Fee is part of the Operating Expenses.

DEDA reserves the right at any time during the term of this Agreement to add and/or delete its Facilities from the Interstate Agreement. In the event DEDA exercises such right, the City Manager will provide notice to Operator of DEDA's addition or deletion of its Facilities. DEDA acknowledges that any addition of Facilities is subject to Operator's consent. Upon the addition or deletion of DEDA Facilities, Exhibits C and D shall be amended to show such addition or deletion and shall be attached to this Agreement. The City Manager will negotiate an increase or reduction in the Management Fee based on the relative scope of the addition or reduction. Any increase or reduction in the Management Fee is subject to DEDA's approval.

2. Exhibits C and D are amended to reflect the removal of the Phoenix Lot as well as to correct the number of parking spaces and reflect updates in equipment on the DEDA Facilities. Amended Exhibits C and D are attached hereto.
3. Except as specifically amended pursuant to this Amendment, the Agreement remains in full force and effect. In the event of a conflict between the provisions of this Amendment and the provisions of the Agreement, the provisions of this Amendment shall govern.

IN WITNESS WHEREOF, the parties have set their hands the day and date first shown below.

CITY OF DULUTH

**DULUTH ECONOMIC DEVELOPMENT
AUTHORITY**

By: _____
Mayor

By: _____
President

Date: _____

Date: _____

Attest: _____
City Clerk

By: _____
Secretary

Date: _____

Date: _____

Countersigned:

City Auditor

Approved as to form:

City Attorney

RAMP / LOT NAME	RAMP / LOT LOCATION	NUMBER OF SPACES	NUMBER OF METERS	NUMBER OF RAMP LEVELS	EQUIPMENT
City Lots					
Technology Village Ramp	14 East First St	595		6	Amano McGann POF kiosks
Medical District Ramp	302 East First St	599		5 East / 4 West	Amano McGann POF kiosks
Sculptured Wall Lot	300 Block Canal Park	21	21		Meters
Lake Place Lot	Lower Railroad St & Lake Ave	88	88		Meters
Library Ramp (contract)	6th Ave West & Michigan St	44			Garage door
Library / Depot Upper Lot	West side of Depot	118			DPT LUKE II pay station
Coney Island Lot / Ramp	112 West First St	50	26	2	Meters above / garage door underneath
Pickwick Lot	508 East Superior St	30	30		Meters
Hartley Lot	8th Ave East & Superior St	10	10		Meters
Rose Garden Lot	13th Ave East & London Rd	44			No equipment
Library / Depot Open Lot	506 West Michigan St	50			No equipment
Viaduct Lot	5th Ave West	8			No equipment
Lake Avenue Alley Lot	Lake Ave Alley between West 2nd / 3rd St	5			No equipment
Municipal Lot A	Under 4th Avenue Auto Park	104	104		Meters
Municipal Lot B	Between 3rd & 4th Ave W below Michigan St	30	30		Meters
Municipal Lot C	Between 2nd & 3rd Ave W below Michigan St	67	67		Meters
Municipal Lot D	Between 4th & 5th Ave W below Michigan St	47			No equipment
East Superior Street Public Ramp	115 East Superior St	317		4	Staffed booth
Water Street Lot	2051 East Water St	23			No equipment
Totals ---- >		2,250	348		

Amended Exhibit A
December 1, 2012



**CITY LOTS
AMENDED EXHIBIT B**

**CONTRACT
LOWER**

**VIA JCT 101
SLOW DOWN**

LAKE PLACE LOT

MICHIGAN ST

SUPERIOR STREET

CONLEY SANITARY

MEDICAL

RAVIA

W 5th Alley

W 4th Alley

W 3rd Alley

W 2nd Alley

W 1st Alley

E 4th Alley

E 3rd Alley

E 2nd Alley

E 1st Alley

E 4th Alley

E 3rd Alley

E 2nd Alley

E 1st Alley

Railroad St

Harbor Dr

Sulphur St

Central Park Dr

More St

Lake Ave

I-35 Ramp

I-35

I-35

W 6th Ave

N 7th Ave W

W 5th St

W 4th St

W 3rd St

W 2nd St

W 1st St

W Michigan St

Harbor Dr

Sulphur St

More St

Lake Ave

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RAMP / LOT NAME	RAMP / LOT LOCATION	NUMBER OF SPACES	NUMBER OF METERS	NUMBER OF RAMP LEVELS	EQUIPMENT	COMMENTS
<u>DEDA Lots</u>						
Northwest Iron Lot	400 Block Canal Park	196			DPT LUKE II pay stations	Subject to ETOR contract
Lighthouse Lot	500 Block Canal Park	90			DPT LUKE II pay station	
Lake City Lot	300 Block Canal Park	76			DPT LUKE II pay station	Subject to St Croix contract; 12 Comfort Suites spaces
Lincoln Lot	300 Block Upper Second St	45			No equipment	
Irvin Lot	In front of SS Irvin (Harbor Dr)	34	34		Meters	
Steam Plant Lot	Lower Railroad St / Steam Plant	50	50		Meters	
Totals ----- >		491	84			

Amended Exhibit C

December 1, 2012

