



Request for City Council Committee Action from the Department of Public Works

Date: March 3, 2015

To: Honorable Kevin Reich, Chair Transportation & Public Works Committee

Referral to: Honorable John Quincy, Chair Ways and Means Committee

Subject: **Second Amendment to Agreement for Skyway Construction, Financing, Management/Maintenance and Easements (7th Street Third Avenue Distributor (TAD) Garage to LaSalle Plaza)**

Recommendation:

Authorize the proper City officials to negotiate and execute a Second Amendment for the construction, financing, management/maintenance and easements for the purpose of memorializing operational and security processes of this skyway link.

Previous Directives:

November 7, 2013 – Authorized proper City officials to negotiate and execute a Cooperative Development Agreement with M.A. Mortenson Company for professional design services, demolition and construction related to City owned skyway. Authorized the proper City officials to negotiate and execute the first Amendment to the 1992 Skyway Easement Agreement and restate and revise the 1992 to reflect a new skyway schematic.

November 9, 1990 – Authorized the proper City officials to negotiate and execute an Agreement for Skyway Construction, Financing, Management, Maintenance and Easements with LaSalle Plaza Limited Partnership.

Department Information

Prepared by: Timothy Blazina, Assistant Manager of Municipal Parking System

Approved by: _____
Steven A. Kotke, P.E., Director of Public Works

Presenters in Committee: Bill Cieminski, Manager, Parking Systems

Financial Impact

Action is within the approved budget.

Community Impact

City Goals: Great Places - Natural and built spaces work together and our environment is protected.

Supporting Information

Background

Between 1980 and 1992 the City built two skyway connections: one from the Pence Building to LaSalle Plaza and another one from Ramp A/Hawthorne Ramp to the Pence Building (at 808 Hennepin Ave), which connected to a private property and spanned a privately-owned vacant lot.

The original agreement stipulated that if the privately-owned vacant lot was developed the City would be responsible for all costs associated with the skyway removal and reconstruction of the connection to the Pence Building and Ramp A/Hawthorne. In 2013, the City authorized an amendment to the original contract in order to work with M.A. Mortenson on the demolition and reconstruction of the skyway.

The resulting work has led to a request for the following amendments to the contract:

1. The Hotel has requested a building code variance to use the West Main Skyway as their required West side emergency fire escape. A building variance that requires the skyway doors leading into City-owned Ramp A/Hawthorne remain open 24 hours, seven days per week. The hours of operation of the remaining Skyway System will be set at 5:00 a.m. to 12:00 a.m. (Midnight) every day of the week including weekends and holidays. Revision of hours and days may be adjusted with consent of the City, Hotel Owner, Building Owner, Garage Owner and Project Owner.
2. An easement to route the skyway drainage into the hotel drainage system (from City). Allow the City to connect the stormwater drains and condensation drains from the West Main Skyway into the Hotel drainage system. The Hotel will grant a non-exclusive easement to allow for this connection. Each party will be responsible for the repair and maintenance of their own respective systems.
3. Shared responsibility for the skyway safety:
 - a. Cameras and intercoms will be installed at each owner's expense (Hampton Inn & Suites Hotel and Pence Building). The Hotel and the Pence Building have agreed to install security cameras and call stations in their skyway which is compatible with the existing security systems with the Municipal Parking System. The City has agreed to monitor and patrol this area as part of the regular duties perform within the Parking System. The costs for the additional security monitoring is minimal and will be absorbed in the current budget.
 - b. City will provide 24/7 monitoring. This cost is minimal and can be absorbed into the existing budget. The parties have agreed to indemnify and hold the city harmless against any liability arising out of the security aspect of the agreement.
 - c. City is responsible for maintenance and repairs for cameras and intercoms, and will bill appropriate equipment owners. Repair and maintenance of the security equipment will be maintained at the same level of service as the Municipal Parking System by the City or security provider and will be billed back to the appropriate parties.

Public Works recommends that the proper City officials be authorized to negotiate and execute a second amendment for this contract for the purpose of clarifying and recording the operational and security processes associated with this section of skyway.

Attachment: map