

# City of Minneapolis

## Request for Committee Action

**To:** Transportation & Public Works  
**Date:** 5/3/2016  
**Referral:** N/A  
**From:** Public Works Department  
**Lead Staff:** Mark Read, Assistant Parking Systems Manager, Traffic and Parking Services  
**Presented by:** Mark Read, Assistant Parking Systems Manager, Traffic and Parking Services  
**File Type:** Action  
**Subcategory:** Contracts & Agreements

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**Subject:**

Supplemental agreement to the ABC Parking Ramp Management Agreement with the State of Minnesota (MnDOT).

**Description:**

Authorizing Supplemental Agreement No. 2 to the original Management Agreement to facilitate the request of the Minnesota Twins and MnDOT to use of the top level of Ramp B for staging fireworks displays at Target Field.

**Previous Actions:**

February 13, 2009 – Letter from MnDOT confirming contract extension from July 1, 2009 to June 30, 2019, resolution number 2009R-025.

January 29, 1993 – Supplemental agreement No. 1 inclusion of snow removal and sweeping activities.

July 29, 1989 – Council Approved Management agreement for the I-394 parking facilities by and between the Commissioner of Transportation for the State of Minnesota and the City of Minneapolis. MnDOT contract number 66310, City contract number C89-846.

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**Ward/Address:**

Ward 3  
Target Field

**Background/Analysis:**

In 1989 the Minnesota Department of Transportation (MnDOT) and the City entered into a 20-year Management Agreement for operation of the ABC Parking Facilities. In 2009 the contract was extended for 10 years to 2019, the first of three ten year extensions.

With the permission of MnDOT, the Minnesota Twins Baseball team would like to reserve the parking stalls on the top level of Ramp B for the purpose of staging and performing a fireworks display during certain events at Target Field.

MnDOT is willing to accommodate the Twins' request and according to the original Management Agreement, use of the ABC Parking Ramps for purposes outside of those in the original agreement are not permitted except by written supplemental agreement between MnDOT and the City.

The key terms of Supplemental Agreement No. 2 are as follows:

- The State and the City are willing to accommodate the Twin's request for fireworks displays.
- The City on behalf of the State through its parking management contractor will provide oversight.
- The Twins and its fireworks contractor will be in compliance with all applicable laws
- The Twins will submit, for review, an annual fireworks plan including dates, security and safety, and pollution measures.
- The Twins and the firework contractor will submit proof they have obtained all required approvals, permits and insurance.
- The Twins and its firework contractor will hold harmless and indemnify the State, the City and its parking management contractor from liability claims.
- The Twins will be charged a rental fee equal to the lost revenue for the parking spaces on the top floor.
- The State or the City may cancel the agreement for any cause or reason with 30 days' notice.

**Financial Review:**

**No additional appropriation required, amount included in current budget.**