



**Request for MCDA Board of Commissioners Action  
From the Department of Community Planning & Economic Development**

**Date:** September 14, 2004

**To:** MCDA Board of Commissioners

**Prepared by:** Andrea Hinrichs, Intern, Phone 612-673-5002  
Richard Victor, Senior Project Coordinator 612-673-5026

**Presenter in  
Committee:** Richard Victor, Senior Project Coordinator  
Andrea Hinrichs, Intern

**Approved by:** Chuck Lutz, Deputy CPED Director \_\_\_\_\_

**Subject:** Carlyle Sales Center parking lot agreement

**RECOMMENDATION:** Approve existing Carlyle Sales Center agreement with the MCDA to continue if existing parking agreement between the MCDA and Standard Parking Corporation (Standard) expires on July 31, 2005 and authorize execution of appropriate documentation. Approve tower crane temporary easement agreement between the MCDA and The Carlyle Condos, L.L.C. (Carlyle).

**Previous Directives:** MCDA Board of Commissioners authorized a 24 month extended parking operating agreement between the MCDA and Standard on July 15, 2003 for parcels A and D of the Milwaukee Depot land. This agreement will expire on July 31, 2005.

**Financial Impact** (Check those that apply)

- No financial impact - or - Action is within current department budget.  
(If checked, go directly to Background/Supporting Information)
- Action requires an appropriation increase to the Capital Budget
- Action requires an appropriation increase to the Operating Budget
- Action provides increased revenue for appropriation increase
- Action requires use of contingency or reserves
- Other financial impact (Explain):
- Request provided to the Budget Office when provided to the Committee Coordinator

**Community Impact** (Summarize below)

**Ward:** 2 and 5

**Neighborhood Notification:**

**City Goals:** 5) Foster the development and preservation of a mix of quality housing types that is available, affordable, meets current needs, and promotes future growth.

**Comprehensive Plan:** Parking operation on the parcel as an interim use until development occurs.

**Zoning Code:** Complies

**Living Wage/Job Linkage:** N/A

**Background/Supporting Information**

**PARCEL**

Parcel A

**ADDRESS**

300 Second Street South (please see exhibit A)

Standard, the parking lot operator, executed a contract on July 30, 2004 with Carlyle to use 34 parking stalls at the above mentioned address. MCDA consented to this use. The 34 parking stalls will be used to house a temporary sales center and for sales center visitor parking. The term of the agreement shall end twelve (12) months following the Commencement Date with an option to renew for three additional 6-month periods. Carlyle pays Standard a minimum rent of \$4,250.00 per month, on the first day of each calendar month during the term. This rent will be prorated for any partial month. In addition to the minimum rent, Carlyle will pay Standard \$850.00 for each Minnesota Vikings football game (including and limited to all pre-season exhibition games, regular season games and play-off games) in the Hubert Humphrey Metrodome. Carlyle will also pay Standard \$170.00 for each Minnesota Twins baseball game at the Metrodome during the term. Standard will furnish a written invoice to Carlyle each month for the additional rent, payable for the prior month.

The MCDA has an operating agreement with Standard until July 31, 2005. Opus Corporation, representing Carlyle, has stated they would like the option to keep the sales center on Parcel A should the Standard operating agreement with the MCDA terminate. Moving the sales center to another location has considerable costs for Carlyle. Given that Carlyle is paying a fair market value for the stalls on Parcel A, if the Standard operating agreement terminates, MCDA would seek a new operator for the stalls not leased to Standard.

Carlyle anticipates developing a high-rise residential condominium project. During construction of this project, Carlyle anticipates operating one or more construction cranes within a portion of air space at an elevation above 125 feet. Please see exhibit B for a map depicting the radial arcs of the crane. This will be a temporary easement agreement and shall expire upon whichever event occurs earlier: (a) completion of the project, and (b) September 30, 2006.

**COMMENTS:**

If the MCDA desires to develop the portion of the property which the sales center is located and enters into a binding development agreement with respect to the property, then, upon not less than 90 days prior written notice to Carlyle, Standard may require Carlyle to relocate at Carlyle's sole cost and expense to the alternative location (please see exhibit A – site plan).

**FOR COMMISSIONERS USE ONLY**

**TOTAL ACQUISITION COSTS INCURRED BY MCDA ATTRIBUTABLE TO THE FOLLOWING PROPERTIES:**

Date: MCDA Board of Commissioners  
Subject: Land Sale – Public Hearing  
Carlyle Sales Center  
Address: 300 Second Street South

Purchaser: The Carlyle Condos, L.L.C.

Disposition Parcel No. Date Acq.	Address	Total MCDA Cost	Less Sales Price	Write-off
# Parcel A	300 Second Street South	\$	(-) \$51,000 annual rent	\$

Reuse Value Opinion	Less Sales Price	Write-Down
*re-use*	(-) \$51,000 annual rent	\$

Write-Down  
Reason:

Developer History With MCDA:

Developer Information:

- \_\_\_\_\_ Single Individual(s)
- \_\_\_\_\_ Family with \_\_\_ Dependents (one or more adults with dependents)
- \_\_\_\_\_ General Partnership
- \_\_\_\_\_ Limited Partnership
- \_\_\_\_\_ Corporation of the State of
- \_\_\_\_\_ Other

# RESOLUTION

of the

## MINNEAPOLIS COMMUNITY DEVELOPMENT AGENCY

By \_\_\_\_\_

### RECORD OF COMMISSIONER VOTE

Commissioner	Aye	Nay	NV	Abs	Ovrd	Sust	Commissioner	Aye	Nay	NV	Abs	Ovrd	Sust
Benson							Ostrow						
Colvin Roy							Samuels						
Johnson							Schiff						
Johnson Lee							Zerby						
Lane							Zimmermann						
Lilligren							Goodman,						
Niziolek							chair						
Vote: NV - Not Voting			Abs - Absent			Ovrd - Vote to Override			Sust - Vote to Sustain				

**ADOPTED** \_\_\_\_\_: \_\_\_\_\_  
**Chairperson**

**APPROVED**  
**NOT APPROVED** \_\_\_\_\_: \_\_\_\_\_  
**VETOED** \_\_\_\_\_: \_\_\_\_\_  
**Mayor**