

## Municipal Parking Ramps RFP Proposer Questions (Part 2)

### General Questions (All Ramps)

**Q. Does the City have any plans to build additional ramps? Are there any guarantees the City won't build within a certain number of blocks from the ramp?** *[Question was asked at the pre-proposal conference.]*

A. *[Response from pre-proposal conference]* The City is not in a "building ramps" mode.

*[Follow-up response from the City]*

**Q1. Does the City have any plans to build additional ramps?** A1. The City has no plans to build additional ramps. Any proposed new ramp would be carefully evaluated to determine how the proposed ramp would impact the City's long-term financial plan for the parking fund. Given the financial stress on the parking fund, any new ramp must meet a high level of financial performance.

**Q2. Are there any guarantees the City won't build within a certain number of blocks from the ramp?** A2. Proposals to buy City ramps may include business terms for the City's consideration. The City would prefer to have no restrictions on future City actions.

**Q. Will any parking sign leases with Municipal Parking, Inc. (i.e. for the St. Anthony ramp) be terminated even though they haven't expired?**

A. All of the parking sign leases will be transferred to any new owner/parking operator, provided that the new operator is still interested in keeping the signs; otherwise they will be removed by the City at its expense.

### Questions re: Individual Ramps

#### Centre Village Ramp:

**Q. It appears there is a convenience store tenant in Centre Village. Is there a lease available for that?**

A. The convenience store space at Centre Village is a sub-lease arrangement through US Bank. The City leases space to US Bank (this lease is on the website) and then US Bank subleases to the convenience store.

**Q. Will the new Owner of the Centre Village Garage inherit the US Bank lease and 1<sup>st</sup> floor convenience store lease and rents?**

A. Yes, the US Bank lease would be assumed by the new owner. See response above re: the convenience store lease.

**Q1.**

- 1. What is their current status?**
- 2. Is there a lease document for the convenience store?**
- 3. Rent rolls available?**

A1. The City has no information related to the terms and status of the subleased area by US Bank.

**Q. The utilities for this property are higher than normal. Per the most recent income statement, the annual utilities are \$258,000 with offsetting revenue of \$131,000 for a net utility cost of \$127,000. This is approximately double standard ramp utility numbers. Is there an explanation that can be made for this?**

A. The primary costs are for water and for district heating and cooling. The ramp pays for all heating and cooling for the common areas and the US Bank leasehold area as well as the utility chases and internal skyways. The ramp also pays the water bill for the entire building and receives reimbursement from the other entities through sub-meters.

**Q. Can the City provide a more detailed rundown of the charges and cars parked relating to Embassy Suite overnight guests, daily functions, hotel employees, and others?**

A. This information is included in the revenue and expense information supplied, though it may not be specifically broken out. The rates charged to the hotel are the public rates with the exception that the hotel receives the value-added feature of in/out privileges.

**Federal Courthouse Ramp:**

**Q. Is Level P-1 (the privately accessed area with a separate entrance & exit) part of the Courthouse Ramp sale?**

A. No. Only the public parking areas are under consideration.

**Q1. If so, what are the revenues and how are they reflected in the City's operating statement?**

A1. See above answer.

**Q2. If there are no revenues, are there still costs that the ramp bears for this level?**

A2. No.

**Q. What is the ramp obligation regarding the security, if any?**

A. The ramp operator and City have agreed to coordinate and work with the U.S Marshals Service and the U.S. General Services Administration (GSA) on security issues related to the U.S. Courthouse and/or the public parking ramp.

**Q. Who maintains the security function (ramp check-in, foot patrols and garage office monitors)?**

A. The ramp check-in security patrol at the entry to the garage is provided and funded by the Federal Government (U.S. Marshals Service). The ramp patrols and security office monitoring is provided by the City's parking operator security contractor (ABM).

**Q. If it is not the City, will the security function continue following the sale of the garages?**

A. The ramp check-in patrol will probably continue to be provided by the U.S. Marshals, but the ramp patrols and monitoring will be the responsibility of the new owner/operator.

**Gateway Ramp:**

**Q. What is the status of the bus terminal?**

A. The lease agreement with Metro Transit is available on the RFP website. The lease remains in effect until March 31, 2014.

**Q. Has MTA sublet any of its space per the lease agreement? If so, to whom and on what terms and conditions?**

A. No current subleases are in effect.

**Loring Ramp:**

**Q. The original RFP shows Loring ramp as 750 spaces and other information shows it as 700. Can you please confirm?**

A. The Loring Ramp contains 750 parking stalls.

**Q. Are vehicular volume statistics available?**

A. We have posted detailed occupancy reports for each of the ramps, including Loring, on the RFP website.

**Q. Can the City provide a more detailed rundown of the charges and cars parked relating to Hyatt Hotel overnight guests, daily functions, hotel employees, and others?**

A. This information is included in the revenue and expense information supplied, though it may not be specifically broken out. The rates charged to the hotel are the public rates with the exception that the hotel receives the value-added feature of in/out privileges.

**Q. Is the current rent on the Exhibition Hall \$1.00 per year?**

A. No. The City did not accept the request for a reduction of the lower level lease rate to \$1.00. The original terms of the lease are still in effect. We recently posted on the RFP website the Hyatt's notice of renewal of the lease agreement.

**Q. Will the new owner of the Loring garage inherit the 1<sup>st</sup> floor Exhibition Hall and garage rooftop tennis court?**

A. The Exhibition Hall should be part of the sale. The Hotel Parcel tenant (Greenway Athletic Club) has the easement right under the Ground Lease to build a tennis facility or other facility on the garage rooftop.

**Q1. If so, what is the current status of rents and are documents available that can be reviewed?**

A1. The ramp's financials are available on the RFP website. The yearly billing for the Exhibition Hall is collected and processed by the City and would not show on the operator's revenues. This amount is \$99,545.21 for calendar year 2006/2007, which is due October 1, 2006..

**Q2. If the Hyatt rents these facilities, where is it reflected on the financial statements?**

A2. It is included the financial statements under Operating Revenues: Rent.

**Q. Can we be provided with a more legible copy of the Xcel Energy easement and provide the missing pages?**

A. We will post a more legible version of the Xcel easement document on the RFP website.

**Riverfront Ramp:**

**Q. What are the shared costs (breakdown) that are outlined in the Reciprocal Easement and Operating Agreement?**

A. To date there have been no shared costs incurred by the City for the Party Wall maintenance, utility costs, or generator maintenance.

**Q. Title references a Declaration by the City (#3852557 dated 10/8/03) however this document was not provided with the title.**

A. We have posted the Declaration and the Amendment on the Riverfront Ramp webpage in the Contracts/Agreements section.

**Q. There is no reference in the agreements with the Guthrie as to the air rights for the scene shop. Is there another document that provides air rights?**

A. The scene shop parcel was conveyed to the Guthrie pursuant to a quitclaim deed. The REOA discusses how the two parcels relate to each other.

### **Seven Corners Ramp:**

**Q. Are there documents available for review that will describe the relationships, business terms, and mutual obligations to Holiday Inn?**

A. We have posted the hotel parking agreement on the RFP website for proposers to review.

**Q. Can the City provide a more detailed rundown of the charges and cars parked relating to Holiday Inn overnight guests, daily functions, hotel employees, and others?**

A. This information is included in the revenue and expense information provided in the operator income statements, though it may not be specifically broken out. The rates charged to the hotel are the public rates with the exception that the hotel receives the value-added feature of in/out privileges.

### **St. Anthony Ramp:**

**Q. The Fiterman agreement has a reference in the document to a lease payment but no amount is shown. Is there a lease payment and if so, what is the amount?**

A. There are currently no lease payments associated with this agreement.

**Q. An agreement was provided on the website (#3428 – Koch) and this agreement expired in 2001 and is not on the title. Was there an extension of this agreement? At first glance we wondered if it was superseded by the Fiterman agreement, but the legal description is different.**

A. The Koch Agreement was never extended and the Fiterman Agreement was intended to take the place of this agreement.