# TRANSIT AND PARKING COMMISSION COVER SHEET

AGENDA ITEM E.3.	MEETING DATE Jan. 10, 2006			
ITEM Parking Utility Policy for use of coupons and reserved parking agreements in parking ramps				
ID Number	Council report back due date: N/A			

OTHER REFERRALS AND ACTIONS TAKEN TO DATE: (Asterisk indicates lead agency.)
N/A

#### STAFF DISCUSSION OF ITEM:

As requested at a previous TPC meeting, staff have provided this summary of coupon and reserved parking agreements.

## Coupons

The Parking Utility has been issuing coupons to its business customers for many years. A list of the 27 current coupon customers and a typical agreement is attached. These coupons are typically issued in specific dollar amounts (\$1-\$3) but can also be issued for the full value of parking like the Associated Bank Agreement reviewed at the December 2005 TPC meeting. Customers incur the cost for these coupons when they are redeemed, not when they are issued. Customers pay the same parking rate as all others using the same facility at the same time plus a 10% administrative fee. The coupons can be used with a Pay on Foot Machine or a cashier and can also be used at special events. They are used only on a "space available" basis so if the facility is full, the user cannot gain access. Essentially, coupons are credit arrangements and a customer-friendly way of doing business with our regular customers. Users receive no special parking privileges or rates.

#### **Reserved Parking Agreements**

We have no areas that are regularly used for reserved parking other than the Community Car space in the Wingra parking lot on Monroe Street.

There are approximately 116 spaces in the lowest level of the State Street Capitol Ramp that are used for monthly parkers Monday-Friday. Access is by card only. On nights and weekends, this part of the facility is either not in use or is used by entities such as the Madison Symphony and Madison Oper that have arranged in advance through an agreement to buy a specified number of spaces for their customers. If additional spaces remain, the Parking Utility is free to sell these to other special event attendees at the usual price. A cashier is stationed by the gate to accept coupons and/or cash for the period two hours before an event to one hour after an event begins. The gate will automatically open for vehicles exiting so cashiers are not used at the end of an event.

#### **FISCAL IMPLICATIONS:**

The exact amount of additional revenue generated by the coupon program is unknown. All of the revenue generated in the gated portion of the State Street Capitol Ramp is incremental revenue since this area cannot be used by the general public at night or on weekends.

### **MATERIALS PRESENTED WITH ITEM:**

List of 27 current users of the coupon system.

Typical coupon agreement.

# STAFF RECOMMENDATION/RATIONALE:

Coupons are a customer friendly method of servicing our regular customers. It simplifies use of our facilities by customers who do not want to use cash or credit cards. Often, the coupons are distributed by local businesses to

their customers to encourage purchase of the sponsor's goods and services in the downtown area. The local businesses pay a 10% premium for this service and receive no special price or preferential parking treatment. More specific criteria are being developed by staff for use of this program and will be presented to the TPC at a future meeting. These criteria will be posted on the PU web site and distributed to downtown groups to achieve greater utilization. The "reserved" parking arrangement in the basement of the State Street Capitol Ramp allows the Parking Utility to utilize an area that would otherwise go unused at night and on weekends. It increases the number of available spaces by over 100 parking spaces during these special events and guarantees the Utility a specific utilization. These parking agreements should be continued and expanded as dictated by customer need. More specific criteria are being developed by staff for use of this program and will be presented to the TPC at a future meeting. These criteria will be posted on the PU web site and distributed to downtown groups to achieve greater utilization. PREPARED BY: **SIGNED** DATE: \_ William Knobeloch, Parking Operations Manager David C. Dryer, City Traffic Engineer

# AGREEMENT TO HONOR PARKING COUPONS AT PUBLIC PARKING FACILITIES

**THIS AGREEMENT** made by and between the City of Madison Parking Utility, hereinafter CITY, and Faith, Hope and Love Family Worship Center, hereinafter CONTRACTOR.

# WITNESSETH:

WHEREAS, CITY whose address is Room 100 Madison Municipal Building, 215 Martin Luther King Jr. Blvd., P. O. Box 2986, Madison, WI 53701-2986 desires to make available its public parking spaces for merchants and other users at their costs plus an administrative fee; and

WHEREAS, CONTRACTOR, whose address is 322 E. Washington Ave Madison, WI 53703, is willing and able to cover the costs of parking of its patrons and customers;

NOW, THEREFORE, the parties mutually agree as follows:

- 1. CITY will accept parking coupons issued by CONTRACTOR in lieu of cash.
- 2. Coupons will only be valid in the Brayton Parking Lot.
- 3. Coupons will cover all or part of the parking cost.
- 4. No cash refunds will be given to the parker for a coupon or coupons having a greater nominal value than the cost of the parking.
- 5. Coupons will be provided by CITY and distributed by CONTRACTOR.
- 6. CITY will bill CONTRACTOR on a monthly basis. The amount billed shall be the cost of the coupon-provided parking plus 10%. Payment to the CITY is due and payable no later than fifteen (15) days after the date of the billing.
- 7. CONTRACTOR agrees that at all times it is acting as an independent contractor and not acting as an agent, employee or in any other manner for or on behalf of the CITY.
- 8. CONTRACTOR hereby agrees to indemnify, defend and hold harmless CITY, its officers, officials, agents and employees against all demands, suits or claims, including death or injury to persons or damage to property of others caused by accident or occurrence resulting from or arising out of this program or any act or default of the CONTRACTOR or any of its agents or employees arising out of this program.

- 9. CONTRACTOR agrees not to discriminate against any employee, applicant for employment, or customer because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, political beliefs or student status.
- 10. CONTRACTOR will comply with all laws, ordinances and codes of the Federal, State and Local governments.
- 11. It is mutually agreed that either party may terminate this agreement at any time for any reason or no reason at all.

FOR CONTRACTOR	_	FOR CITY		
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Signature	Date	<u> </u>		Date
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Title				•

10.27.05 22.05 1.16.04 1.3.06 10.29.06 1.26.00 1.16.05

ASSOCIATED BANK - OPERATIONS ASSOCIATED BANK - RETAIL BETHEL LUTHERAN CHURCH

CAMPUS INN CANTELBURY INN

VENDORS

FAITH, HOPE 'LOVE FAMILY WORSHIP CENTER AGENCE AL HEATING AGO DMAN'S DEWELERS WHOUSE OF WISCONSIN CHEESE WHOOPER CORP. (xz)
HABUSH, HABUSH 'ROTTIER MOTHMUS GROUP INC

MXX BOUX

MADISON OPTOMETRIC CENTER

ARPHARIAGON BEPERTORY THEATRE

\*MADISON SENIOR CENTER \*MADISON SYMPHONY ORCHESTRA

HIFFLIN ST CO-OP HOOPER CORPORATION ISTATE ST. BRATS

MUNICONSIN COUNTIES ASSOCIATION ANISCONSIN DEPT OF ADMINISTRATION