

RESOLUTION NO. 24 - 2018

Moved by: Wm. R. Williams

A Resolution authorizing the City of Harrisburg to negotiate and agree upon the terms of a Memorandum of Understanding with the Harrisburg Downtown Improvement District, Inc. and the County of Dauphin to offset downtown parking meter and enforcement revenues for the hours of 5:00 p.m. to 7:00 p.m.

WHEREAS, in direct response to ongoing concerns raised by merchants, patrons, citizens and visitors to the downtown area, the City of Harrisburg (the "City") wishes to promote the health and growth of the downtown by entering into a joint agreement to discontinue the payment of downtown parking meters for the last two (2) hours of the effective period for meter enforcement, from 5:00 p.m. to 7:00p.m., Monday through Saturday; and

WHEREAS, to discontinue mandatory meter use and enforcement for this parking area for the proposed 2-hour period, the meter and enforcement revenues that have been realized on an annual basis by the parking system would need to be offset to a degree that would make the program a revenue neutral event for the parking system; and

WHEREAS, the City, County of Dauphin and the Downtown Improvement District have coordinated to underwrite a program to offset the revenues for a one (1) year trial period renewable by agreement of the parties, subject to the approval of the governing body of each contributing taxing entity;

WHEREAS, the City has been presented with a proposed Memorandum of Understanding to create the free downtown evening parking program, a copy of which is attached hereto as Exhibit A; and

WHEREAS, the City would seek to fund its contribution to the program by monies owed to it by the parking system; and

WHEREAS, the required annual amount to offset the loss in meter and enforcement revenue would be a total of two hundred seventy thousand dollars (\$270,000), which sum the parties propose to share, with contributions of \$50,000 from the Downtown Improvement District, \$110,000 from the County of Dauphin and \$110,000 from the City; and

WHEREAS, the Council of the City of Harrisburg finds that it is in the best interest of the City to undertake this program to better promote the fiscal health of the City and make its amenities in its downtown more readily available to all.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED BY THE COUNCIL OF THE CITY OF HARRISBURG, that the City of Harrisburg is authorized to negotiate and enter into a Memorandum of Understanding consistent with the terms set forth herein and in the attached memorandum.

BE IT FURTHER RESOLVED the City shall be limited to an agreement for a period no longer than one (1) year subject to the renewal by agreement of the parties; to an annual contribution that must be equal to the County of Dauphin; and an annual City contribution that shall not exceed \$110,000.

BE IT FURTHER RESOLVED that the Mayor, City Controller and other appropriate City officials are authorized and directed to take all steps necessary to further effectuate the purpose of this Resolution.

Seconded by: Be J Allatt

Passed by City Council March 13, 2018
Ward R. O. Williams
President of City Council

Attest [Signature]

YEAS		NAYS
	MR. ALLATT MS. DANRELS MS. GREEN MR. JOHNSON MR. MADSEN MR. MAJORS MS. WILLIAMS	
Yeas	<u>7</u>	
Nays	<u>0</u>	

Exhibit "A"

**MEMORANDUM OF UNDERSTANDING BETWEEN AND AMONG THE
HARRISBURG DOWNTOWN IMPROVEMENT DISTRICT, INC., THE COUNTY OF
DAUPHIN AND THE CITY OF HARRISBURG**

THIS AGREEMENT, is entered into between the Harrisburg Downtown Improvement District, Inc., a non-profit entity formed and existing under the Neighborhood Improvement District Act with principal offices located at 22 N. 2nd Street, Harrisburg, Pennsylvania 17101 (hereinafter "DID"); and the County of Dauphin, a third-class county existing under the laws of the Commonwealth of Pennsylvania with principal offices located at 2 S. 2nd Street, Harrisburg, Pennsylvania 17101 (hereinafter "County"); and the City of Harrisburg, a third-class city existing under the laws of the Commonwealth of Pennsylvania with principal offices located at 10 N. 2nd Street, Harrisburg, Pennsylvania 17101 (hereinafter "City").

WHEREAS, a parking charge is made for parking at meters in the Downtown Business District of the City served by the DID, an area as set forth both as a narrative and as a map in Exhibit "A", attached hereto and made a part hereof (hereinafter "Downtown Business District"); and

WHEREAS, the parking fees charged after 5 p.m. puts businesses in the Downtown Business District at a competitive disadvantage to other competing hospitality entities; and

WHEREAS, the Downtown Business District has a thriving hospitality industry challenged by the said parking charges; and

WHEREAS, all parties to this Memorandum of Understanding (hereinafter "MOU"), in order to aid the Downtown Business District and protect the jobs and taxes generated by it, wish to establish a test period during which such parking charges will be eliminated after 5 p.m. in an attempt to improve and encourage the hospitality industry in the Downtown Business District in the City of Harrisburg; and

WHEREAS, it is understood that the revenue generated by parking meters in the Downtown Business District serviced by the DID is approximately \$270,000.00 per annum in revenues; and

WHEREAS, the parties hereto are willing to replace after 5 p.m. parking revenue in the identified area for a one (1) year term to allow a study as to the positive impact of removing such fees, with the option to extend the annual agreement for two (2) additional one-year terms.

NOW, THEREFORE, the parties hereto, intending to be legally bound, agree as follows:

1. **Preamble**. The Preamble hereto is incorporated herein as fully as if set forth.
2. **FUNDING AFTER 5 P.M. PARKING CHARGES**. The parties hereto agree to jointly fund an offer to replace existing parking meter generated revenues after 5 p.m. in the Downtown Business District for a term of one (1) year as a test period, which term may be renewable by the parties. The Agreement shall automatically renew unless any party hereto provides written notice of non-renewal to the other parties no later than September 30th of the next fiscal year. The initial test period shall be subject to the approval of the governing body of each contributing taxing entity. In order to allow for the elimination of parking meter charges after 5 p.m. for the identified portion of the downtown Harrisburg and thereby offer free parking at designated street meters after 5 p.m., the parties agree to fund the offset of parking system totaling \$270,000.00 per annum, the parties agree apportioned the payments as follows: \$110,000.00 from the County; \$110,000.00 from the City; and \$50,000.00 from the DID.

3. **FUNDING CONTINGENT ON ELIMINATION OF AFTER 5 P.M. PARKING CHARGES**. Funding is contingent upon acceptance of this offer to eliminate parking meter fees in the Downtown Business District after 5 p.m. by all entities who operate the metered parking system in the said Downtown Business District and who set the rates for the same. No entity hereto shall have an obligation to fund as set forth above unless the parking meter fees

charged from 5 p.m. on in the identified district are eliminated for the one (1) year test period, with the option to automatically renew the annual agreement for two (2) additional years. Payment shall be on a reasonable periodic basis as negotiated with the entities operating and setting rates for the parking meters in the identified district and may be on a monthly or quarterly or other reasonable basis with each entity responsible for its proportionate share as identified in this MOU.

4. **INDEPENDENT ENTITIES.** Each party to this MOU shall be responsible for its individual contribution and no party shall be responsible for the contribution of any other party hereto. Notwithstanding anything contained herein, each of the parties hereto are and shall remain independent contractors and this Agreement shall not create any employment, agency, partnership or joint venture relationship and, no party hereto may incur debts or financial obligations in the name of any other party hereto.

5. **PERFORMED ACCORDING TO LAW.** All activities performed by any party hereunder shall be performed in accordance with all applicable statutes and ordinances and in conformity with law. By execution hereof, the undersigned indicate that they have followed all necessary procedures, laws and rules for binding the entity with which they are identified in this MOU.

6. **INTERPRETATION.** This Agreement and the attachments hereto constitute the full and complete understanding and agreement between the parties hereto. No provision hereof shall be construed to create any rights in any third party not a party to this MOU. This MOU may only be altered in writing signed by the parties hereto. This MOU shall be interpreted and construed in accordance with the laws of the Commonwealth of Pennsylvania. A resolution of any conflicts or disputes arising hereunder shall be under the jurisdiction and venue of the Dauphin County Court of Common Pleas.

WITNESS:

**HARRISBURG DOWNTOWN
IMPROVEMENT DISTRICT, INC:**

ATTEST:

Chad Saylor, Chief Clerk

Todd Vander Woude, Executive Director

**DAUPHIN COUNTY BOARD OF
COMMISSIONERS:**

Jeff Haste, Chairman

Mike Pries, Vice-Chairman

George P. Hartwick, III, Secretary

CITY OF HARRISBURG:

Eric Papenfuse, Mayor

Charles DeBrunner, Controller