



REQUEST FOR PROPOSALS

Parking Garage Available for Sale

Mortimer Street Parking Garage 83 Mortimer Street Rochester, New York



North Clinton Avenue entrance

Issued: June 14th, 2022

*City of Rochester
Neighborhood & Business Development
City Hall, 30 Church Street
Rochester, New York 14614*

REQUEST FOR PROPOSALS

Purchase of Mortimer Street Parking Garage Rochester, New York

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Attachments

- A. Submission Cover Sheet and Proposal Checklist – Required for RFP Submission
- B. List of Available Reports: Conditions, Inspection & Repair Estimate, Existing Systems
- C. List of Agreements
- D. Views and Photographs
- E. State and City Codes for Parking Garages Inspections, 2020

Documents available in their entirety on this RFP's webpage

- 1. Agreements
 - a. Parking Agreement Between City and Sibley Redevelopment Limited Partnership – February 2017
 - b. Bridge Maintenance Agreement Between City and Sibley Redevelopment Limited Partnership – February 2017
- 2. Available Reports on Condition, Inspection, Repair & Systems
 - a. Garage Inspection & Rating Program Report – October 2019
 - b. Five-year Repair Estimate – October 2021
 - c. Existing Systems Summary – March 2022

REQUEST FOR PROPOSALS

Purchase of Mortimer Street Parking Garage

Rochester, New York

PART 1: PURPOSE:

The City of Rochester is seeking proposals from qualified parties interested in purchasing the Mortimer Street Parking Garage located at 83 Mortimer Street in Rochester, New York.

The Mortimer Street Parking Garage (hereinafter referred to as the “Property” or the “Garage”) consists of a seven (7) level structure with a total of 600 parking spaces. The Garage is situated on an approximately 0.73 acre parcel.

The objectives of this Request for Proposals (RFP) are to:

- Provide satisfactory revenue to the City from the sale of real estate
- Continue provision of public parking for employees and customers of businesses as well as visitors at a parking rate that is comparable to other garages in the area

PART 2: SCHEDULE

A. Request For Proposals Informational Meeting:

City staff will be available to explain/clarify requirements and respond to questions.

DATE: June 21st, 2022

TIME: 12:00 PM, Noon (EST)

Zoom Meeting Registration Link:

https://cityofrochester.zoom.us/webinar/register/WN_R6_YUfTOQuuU9CS2eQ_wA

B. Proposal Submission Deadline:

Five (5) copies and a thumb drive with a digital copy of the proposal must be received by **4:00 p.m. on Friday, July 29, 2022**, at the following address.

Please submit a completed Submission Checklist and Proposal Cover Sheet (Attachment A) with your proposal addressed to:

City of Rochester
NBD Commissioner's Office of Strategic Initiatives
30 Church Street, Room 224-B
Rochester, NY 14614

ATTN: Sr. Service Assistant

C. Project Timeline for Selection:

The following is the planned schedule for the selection process. This schedule may change at any time as determined by the City:

- | | |
|--|----------------|
| a. Release of RFP | 6/14/2022 |
| b. Pre-proposal meeting via Zoom | 6/21/2022 |
| c. Questions Deadline by 5 PM | 6/24/2022 |
| d. Answers posted to RFP Website | 6/29/2022 |
| e. RFP submission deadline by 4 PM EST | 7/29/2022 |
| f. City review of proposals | Three weeks |
| g. Prioritization of selected proposal | September 2022 |
| h. Period of exclusive negotiation | up to 6 months |
| i. City Council authorization approving sale | |

Questions regarding this opportunity should be emailed directly to Paul Scuderi, Director of Real Estate at Paul.Scuderi@CityofRochester.Gov with a copy to Anne DaSilva Tella at Anne.DaSilvaTella@CityofRochester.gov.

PART 3: MORTIMER STREET PARKING GARAGE – OVERVIEW

The Property is owned by the City of Rochester (see Attachment D: Views).

The City has entered into parking and bridge maintenance agreements with a private entity for partial use of the Garage. The agreements are listed on Attachment B hereof. A full copy of each agreement is available for inspection on this RFP's webpage - prospective respondents should review these documents in their entirety. All parking revenues, by assignment, shall be payable to the purchaser of the garage.

Conveyance of the garage will be subject to the existing agreements.

Further, the transfer of the Garage will be subject to a perpetual easement in favor of the Rochester Police Department ("RPD") reserving thirty (30) parking spaces for RPD use without compensation to the purchaser of the Garage. The easement accommodates five (5) RPD daily shift changes so, while the actual long-term usage will be less than 30 cars at any time during a 24-hour period, the overlap during shift changes may result in excess short-term use. The City has granted an easement to the Rochester Genesee Regional Transportation Authority (RGRTA) for three (3) shelters recessed into the Garage with a canopy roof attached to the Garage. The RGRTA easement does not result in the loss of any parking spaces.

Title to the Garage will be subject to the existing parking agreements.

Note: The Purchaser shall maintain the existing parking fee rates **through fiscal year 2024-25 (ending June 30, 2025)**, with the exception that if the City raises its

rates on other garages, Purchaser may do so at the same dollar amount of rate change. Thereafter parking rates may be increased to reflect periodic adjustments for inflation and to offset the Purchaser's capital costs of garage rehabilitation and renovation projects.

PART 4: PROPERTY DESCRIPTION

Address: 83 Mortimer Street (portion)

Tax Map ID: 106.79-1-55.001

General: Parking garage

Number of Spaces: 600 spaces and four (4) EV charging stations

Stories: 7, including rooftop parking

Date Built: Circa 1984

Square Footage: 244,314± sq.ft.

Foundation: Slab

Frame: Reinforced concrete

Overhead Clearance: N/A

Electrical: 3-phase

Elevator(s): Two (2); both electric, installed in 2016

Fire Safety: Sprinklered

Vehicle Entrances/Exits: Three (3) Entrances /Two (2) Exits

Pedestrian Exits: Two (2) Pedestrian Exits

Site Size: 0.73± acres

Frontage: 193.37' Depth: 165.03'

Zoning: Center City Base District (CCD-B)

Utilities: All public

Access: North Clinton Avenue & rear of the parcel between Mortimer & Division Streets

The garage lighting system was replaced with new LED fixtures and controls in 2017.

The sale will exclude the rear access portion of the parcel shown in blue shading, below, approximately 46.59' x 165.04'. However, the City will grant an easement for access across the entirety of the parcel that is being retained. The purchaser shall have ingress/egress rights across the portion of the subject property that is being retained and Purchaser shall be responsible for all forms of maintenance, capital repairs, and replacements of access and revenue control equipment and all associated utilities and ancillary components of the noted equipment, which Purchaser shall own. The City may consider adding EV stations, improved pedestrian connections, and other amenities to this rear portion and those improvements shall be the responsibility of the City.



Condition Reports/Capital Improvement Plan

The City advises the respondent to conduct its own investigation to determine the physical and/or environmental condition of the Property. The following documents are available on this RFP's webpage:

- 1) Proposed 5-year Capital Improvement Plan (hereinafter the "Plan") prepared by T.Y. Lin International dated October 15, 2021. The City makes no representations as to the adequacy or comprehensive nature of the Plan.
- 2) Garage Inspection & Rating Program, Mortimer Street Garage prepared by T.Y. Lin International dated October 1, 2019.

The City will not be responsible for these or any other repairs or improvements after conveyance of the Property and will make no environmental or physical condition representations or indemnities upon conveyance of the Property. The Property will be sold "as is." It will be the successful purchaser's responsibility to obtain all municipal operating and occupancy permits. Any third-party evaluations or engineering studies will be at the respondent's expense.

PART 5: PROPOSAL SUBMISSION REQUIREMENTS

Use the Submission Cover Sheet in Attachment A to provide the following information about yourself:

Respondent's Name
 Respondent's Street Address
 City, State & Zip
 Mailing Address if different from Street Address
 Contact Person (Name, Title)
 Telephone Number
 Email Address
 Federal Taxpayer I.D. Number

Detailed Submission Requirements/Operation Information

The minimum set of items that must be submitted for consideration for the purchase of the property is listed below. The City reserves the right to reject any proposal submissions without the minimum items indicated below.

1. Summary of Overall Proposal

Narrative and vision statement summarizing the overall management of the property, including the parking need/demand for the Garage; the key benefits (public and private) of the proposed use will be required. The proposal shall clearly state in both narrative form and graphics as appropriate, a clear understanding of the needs of the City with regard to parking inventories, and how the proposed management plan of the facility meets the needs of the City. The management plan must reflect the highest and best use of the property.

2. Experience

Please submit a listing of all currently owned and operated parking facilities.

3. Pricing plan

Note: The Purchaser shall maintain the existing parking fee rates **through fiscal year 2024-25 (ending June 30, 2025)**, with the exception that if the City raises its rates on other garages, Purchaser may do so at the same dollar amount of rate change. Thereafter parking rates may be increased to reflect periodic adjustments for inflation and to offset the Purchaser's capital costs of garage rehabilitation and renovation projects.

Please include a pricing plan that includes, at a minimum, the following items:

- Rate per space per month for public parking within the Garage
- Rate per hour and daily maximum rate for public parking in the Garage
- Proposed schedule of any increases to monthly and hourly/daily rates for public parking for the next five (5) years in the Garage
- Proposed use of parking facility during usual business hours
- Proposed use of parking facility during “off-peak,” or overnight hours

4. Purchase Price and Funding

The City will consider proposals with a minimum bid of \$2,285,000. The respondent shall identify intended funding sources for the purchase of the Garage. This minimum bid price is inclusive of an easement for access across the entirety of the parcel that is being retained (easement parcel; see image on page 6).

5. Proof of Funding

The proposed financing arrangements should be verified by a letter from the financial source/institution indicating the purchase has been reviewed and the source/institution is willing to favorably consider a loan application to finance the purchase.

6. Real Estate Taxes

Upon conveyance to a privately owned entity, the Garage will become subject to municipal and county ad valorem real estate taxes and assessments. The City expects to assess the Garage at or near the final sale price of the Garage and will impose real estate taxes accordingly. The City will not entertain requests for special tax abatements and will not consent to special tax abatements proposed by other taxing jurisdictions.

7. Issues and Concerns

The proposal should identify any issues or concerns in relation to the facility.

8. Ongoing maintenance of Garage

Respondents must propose standards for the maintenance of the Garage. The City expects the standards proposed by all respondents to be modeled after the attached State and City Codes - Parking Garage Inspections (see Appendix E). Also required, and similar to the state bridge programs, will be formalized load ratings and introduction of signage for “the conspicuous posting of a parking structure’s live load capacity”.

PART 6: EVALUATION CRITERIA

An evaluation team will be formed with members appointed from various City departments. Proposals will be evaluated using the following criteria:

1) Management and Operation Plan

- Strength and compatibility with City’s needs of use of the garage.
- Experience of the purchaser in operating and managing parking operations of similar size and scope.

2) Financing Plan

- Price offered to the City.
- Strength of the financing plan based on specific details in a proposal letter from a financial institution. Information that will be evaluated shall include, but is not limited to:
 - Level of purchaser cash equity into the project and proof of such equity by the purchaser.
 - Terms and conditions of the financing, which includes a marketing plan.
 - Contingencies.

3) Project Readiness

- Expediency of the ability to assume ongoing parking operations.
- The reasonableness of contingencies.
- Issues and concerns that will affect project success.

Upon initial review of the submitted proposals, the evaluation team may choose to establish a “short list” for subsequent interviews and a requirement to submit more detailed information related to the financial condition of the respondents (company financial statements, personal financial statements, global real estate report, etc.). Any additional financial information provided will be confidential and not subject to the Freedom of Information Law. All RFP respondents will be notified if and when a short list is established. The City reserves the right to accept or reject any and all submissions.

If a proposal is selected by the evaluation team, a recommendation will be submitted to City Council for final selection authorization.

PART 7: PURCHASER SELECTION

No proposal shall be deemed accepted until: 1) the execution of a land disposition agreement between the City and the Purchaser; and, 2) authorization of the sale of the Garage by the Rochester City Council.

PART 8: OFFER TO NEGOTIATE AND REQUEST REFINED PROPOSALS

The respondent selected for consideration under this RFP will enter into a period of exclusive negotiations with the City of Rochester for a period of time. If the City and the respondent are able to reach an agreement on the terms (purchase price, financing plan, schedule, etc.), the City will move forward with the public and legal processes to sell the Garage. If the City and the Respondent are unable to reach an agreement, either party may withdraw from the project with no liabilities. The City may open discussion with other respondents at that time.

The City may request any additional information as it determines appropriate to select respondents whose proposals are best suited to this project. All respondents are responsible for the cost of preparing all information in response to this RFP and any additional information as requested by the City.

PART 9 – GENERAL INFORMATION

Restriction on Communication

News releases pertaining to this RFP or the services to which it is related will not be issued by an offeror/bidder/proposer or the selected offeror/bidder/proposer without the prior written approval of the City. In the event an offeror/bidder/proposer issues a news release pertaining to this RFP or the

purposes to which it relates without the prior approval of the City, the offeror/bidder/proposer may be excluded from consideration.

Rights Reserved

- A. Only submissions that comply with all the objectives, provisions and requirements of this Request for Proposals (RFP) will be considered for review by the City of Rochester (City).
- B. The City reserves the right to independently investigate or request clarification of the contents of any proposal, including requesting that any prospective purchaser provide additional information, or make a presentation before the final selection is made.
- C. All materials submitted in response to this RFP become the property of the City, without obligation of the City to return such materials.
- D. All determinations of completeness of any submission and compliance with the objectives, provisions and requirements of this RFP, and the eligibility or qualification of any respondent, shall be at the sole and absolute discretion of the City.
- E. Subsequent to the submission of the proposals, the City, in its sole and absolute discretion, may enter into parallel negotiations with two or more respondents, may designate two or more respondents for "short list" consideration, may request best and final offers and/or may conduct competitive proceedings with respect to the potential disposition of the property described in this RFP. This is not a competitive process; the City will assess proposals and select respondents in its sole and absolute discretion.
- F. The City of Rochester may waive any of the provisions, requirements, terms and conditions of this RFP.
- G. The City reserves the right to cancel or reissue the RFP at its sole discretion and that the City shall have no liability for any costs incurred in preparing a proposal.
- H. The City reserves the right to issue an addendum should it become necessary to revise any section of this RFP, provide additional information necessary to adequately interpret provisions and requirements of this RFP, or respond to written inquiries concerning the RFP.
- I. The City reserves the right at its sole discretion to accept or reject any and all proposals received as a result of this RFP, to waive minor irregularities, to withdraw from the sale of the Property, to elect not to proceed with the process set forth in this RFP, and to conduct discussions with all responsible respondents, in any manner necessary, to serve the best interest of the City of Rochester.

- J. The City has no obligation to discuss its reasons for selecting, accepting or rejecting any proposals with any respondents or representatives of said respondents.
- K. The City shall not be liable for any costs or expenses (including but not limited to the foregoing costs and expenses of legal counsel) incurred by any respondents in responding to this RFP.
- L. All costs and expenses incurred by each respondent in connection with this RFP will be borne by the respondent, including without limiting the foregoing, all costs and expenses in connection with: surveys, reports, plans, designs, schematics, studies, research and any other due diligence work; preparation of each proposal; advice and representation of legal counsel responding to this RFP.
- M. The City reserves the right to withdraw, or lease, any or all of the properties for which the City has made a public Request for Proposals at any time prior to approval by Rochester City Council.
- N. Proposals shall be accepted from principals only. No brokerage fees, finder's fees, commissions or other compensation will be payable by the City in connection with selection of a respondent.
- O. Should it become necessary to review any part of this RFP, provide additional information necessary to adequately interpret provisions and requirements of this RFP, or respond to written inquiries concerning this RFP, the City reserves the right to issue Addenda to the RFP and post it to the City website (<http://www.cityofrochester.gov>) – it is the responsibility of all interested parties to regularly check the City website for any Addenda. The City reserves the right to extend the Submission Deadline by a reasonable time.
- P. The City of Rochester has the right in its sole and absolute discretion to reject any and all proposals, to accept any proposal and to elect not to proceed with the process set forth in this Request for Proposals.

END OF PAGE

ATTACHMENT A
Submission Cover Sheet and Proposal Checklist

Please fill out and submit the following Cover Sheet and Checklist with your proposal

Respondent's Contact Information:		
Individual Name of Respondent		
Name of Company		
Street Address of Company		
City, State & Zip		
Mailing Address if different from Street Address (above)		
Contact Person (Name, Title)		
Telephone Number		
Email Address		
Federal Taxpayer ID Number		
Submission Checklist:	Yes	N/A
Transmittal letter with contact information <u>and</u> Attachment A		
Summary of overall proposal, including project vision		
Experience – current parking facilities owned/operated		
Pricing Plan – Rates and rate schedules and a marketing plan		
Management and Operation Plan, including detailed maintenance plan		
Purchase price and evidence of funding (both equity and any financing)		
Proof of Funding		
Issues and concerns		
Ongoing maintenance of Garage		

Include this coversheet and checklist with your submission – no exceptions

Attachment B

List of Available Reports

(See RFP webpage for copies of listed documents)

1. Garage Inspection & Rating Program Report – October 2019
2. Five-year Repair Estimate – October 2021
3. Existing Systems Summary – March 2022

Attachment C

List of Agreements

(See RFP webpage for copies of each agreement)

1. Parking Agreement between the City of Rochester and Sibley Redevelopment Limited Partnership dated February 8, 2017.
2. Bridge Maintenance Agreement between the City of Rochester and Sibley Redevelopment Limited Partnership dated February 7th, 2017.

NOTE:

Respondents must review and thoroughly understand the entire set of agreement(s) provided on the RFP website for this RFP.

Title to the Garage will be subject to the existing parking and bridge maintenance agreements. As noted earlier and not listed above, please note that the City has granted an easement to the Rochester Genesee Regional Transportation Authority (RGRTA) for three (3) shelters recessed into the Garage with a canopy roof attached to the Garage.

Attachment D

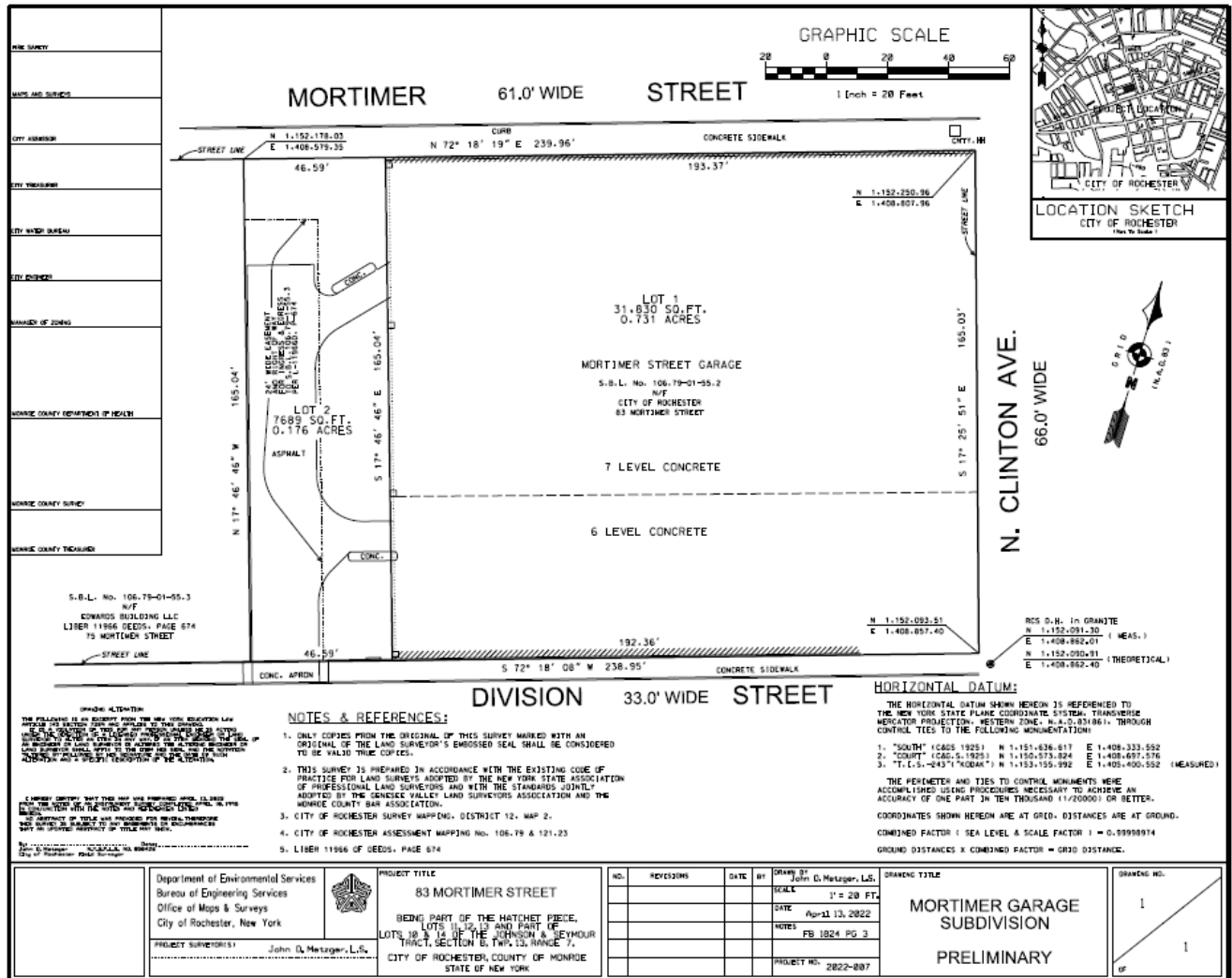
Views

Aerial View

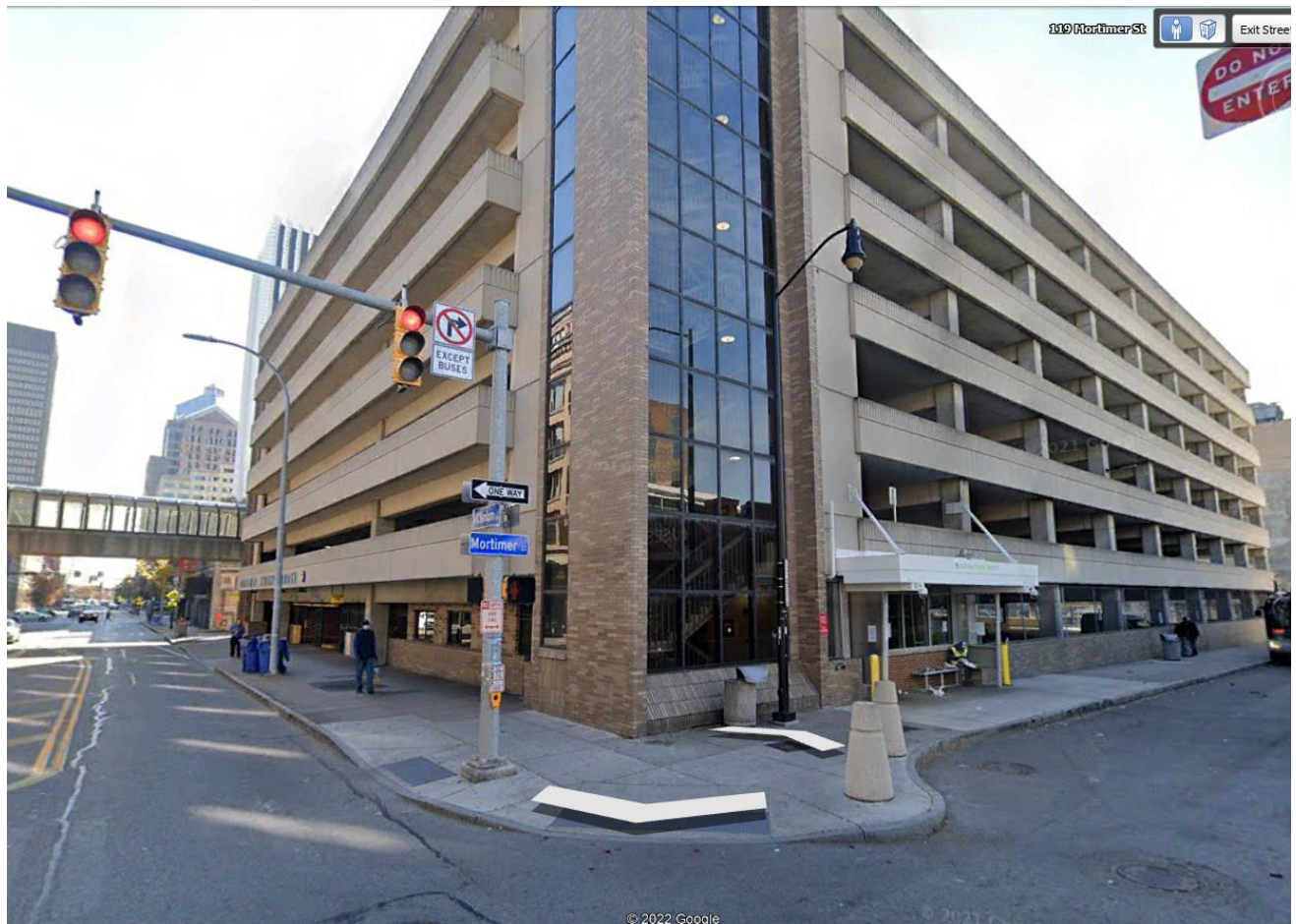


The sale will exclude the rear access portion of the parcel however the City will grant an easement for access across the entirety of the parcel that is being retained. The purchaser shall have ingress/egress rights across the portion of the subject property that is being retained and purchaser shall be responsible for all forms of maintenance, capital repairs, and replacements of access and revenue control equipment and all associated utilities and ancillary components of the noted equipment, which purchaser shall own. The City may consider adding EV stations, improved pedestrian connections, and other amenities, to this rear portion and those improvements shall be the responsibility of the City.

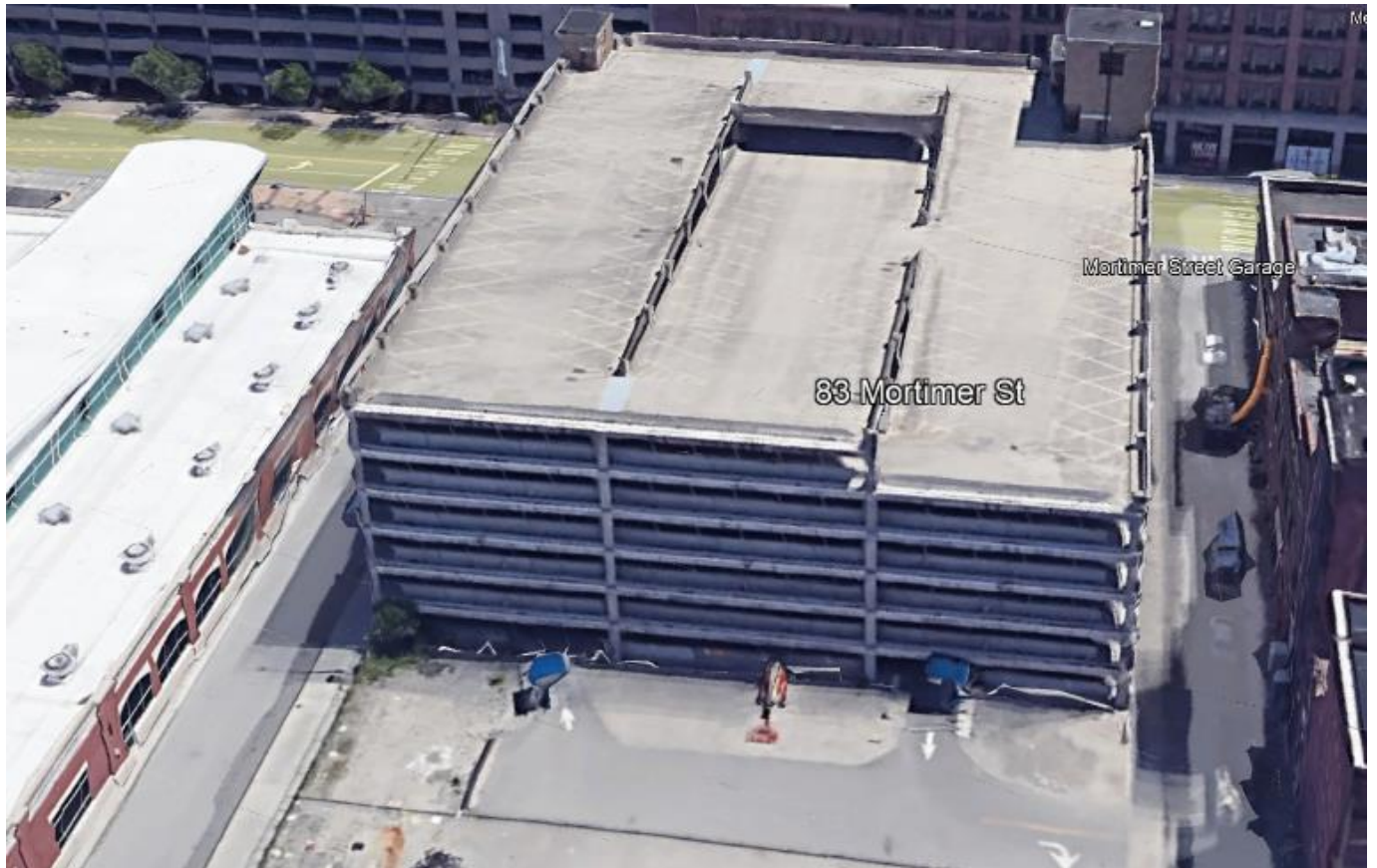
Preliminary Subdivision Map



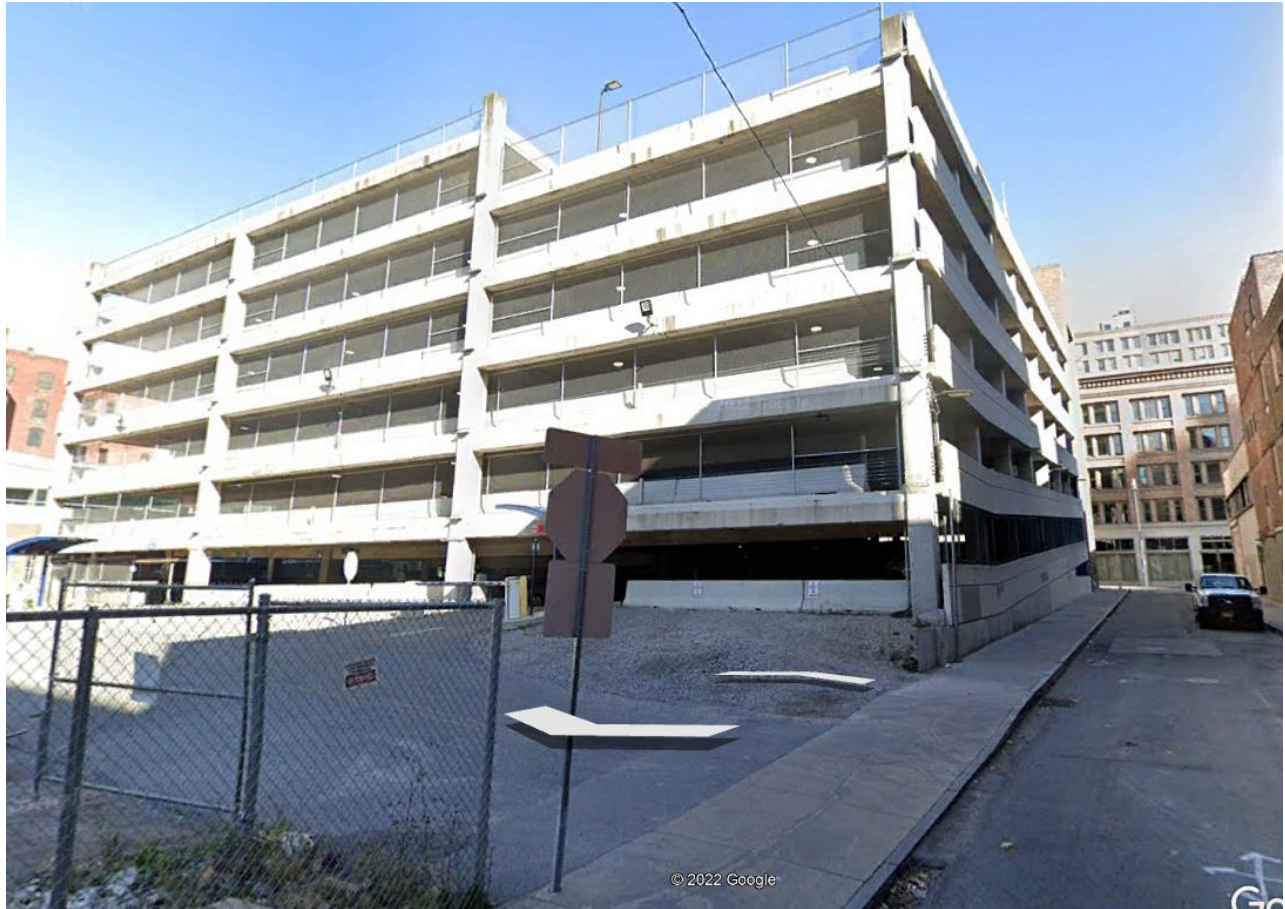
Mortimer Garage Looking South on N. Clinton



Mortimer Garage from Above



Rear of Mortimer Garage from Division Street



Attachment E
State and City Codes for Parking Garages Inspections, 2020