

RESOLUTION NO. 01-127

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING THE ATTACHED JACKSON SQUARE PARKING AGREEMENT BETWEEN MONROE COUNTY AND THE CITY OF KEY WEST; PROVIDING FOR AN EFFECTIVE DATE

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, AS FOLLOWS:

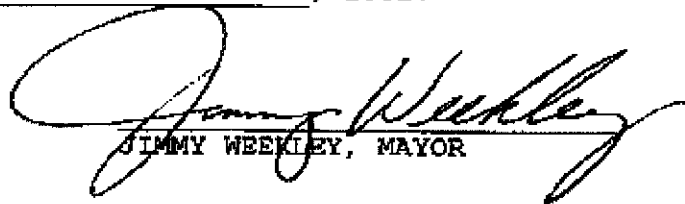
Section 1: That the attached Jackson Square Parking Agreement between Monroe County and the City of Key West is hereby approved.

Section 2: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the presiding officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 1st day of May, 2001.

Authenticated by the presiding officer and Clerk of the Commission on May 1, 2001.

Filed with the Clerk May 1, 2001.


JIMMY WEEKLEY, MAYOR

ATTEST:


CHERYL SMITH, CITY CLERK

01-127

AGREEMENT

This Agreement is made and entered into pursuant to Sec. 163.01, F.S. on this 20th day of June, 2001, by and between the BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA (County) and THE CITY OF KEY WEST, FLORIDA (City);

WITNESSETH:

WHEREAS, the County is experiencing parking problems at Jackson Square due to on-going construction in this area, and

WHEREAS, to help alleviate these parking problems, the City has agreed to lease certain parking areas to the County that are located on portions of City streets that border Jackson Square;

NOW, THEREFORE, the parties hereto agree as follows:

1. The City hereby leases to the County the parking spaces located on 300 block of Southard Street, the 500 block of Thomas Street and the 300 block of Fleming Street from 7:30 a.m. until 5:30 p.m., Monday through Friday, for free employee parking. The county will direct Jurors to the City's Park and Ride Parking Facility.
2. The County will, at its expense, stripe or re-stripe the subject parking areas, upon coordination with the City prior to commencing the work. The County will, at its expense, post signage stating that only those employees who possess the appropriate County parking stickers may park their vehicles in the subject parking areas between 7:30 a.m. through 5:30 p.m., Monday through Friday. The County will maintain the parking areas, and the Sheriff's Department will regulate and enforce parking during the time specified in this section.
3. The County will pay for the City's installation of parking meters on the 300 block of Southard Street, the 500 block of Thomas Street, and the 300 block of Fleming Street (estimated cost of \$32,400 for 81 meters at \$400 per meter). The County will, at its expense, install signage stating that between the hours of 5:30 p.m. and 7:30 a.m., all vehicles parking in these metered parking areas will be subject to paying the City's parking fees. The City will accrue all revenue from these meters, will maintain and repair the parking meters, and will regulate and enforce parking during the time specified in this section.
4. During regular working hours, the County will direct visitors to the 45 minute parking spaces in Jackson Square. Further, the County will dedicate two parking spaces to accommodate parking for up to 16

scooters and will provide additional bicycle parking areas within Jackson Square; however, during off-hours, the parking spaces within Jackson Square will not be available to the public.

5. The County will re-configure the parking on the 500 block of Thomas Street including the placement of a sidewalk and landscaping adjacent to Jackson Square, pedestrian crosswalks, and improved pedestrian crosswalks across the 500 block of Thomas Street along the 300 block of Southard Street.
6. The County will allow the City to install parking meters, at the City's expense, in the County's satellite parking lot on Thomas Street. The County will, at its expense, install signage stating that between the hours of 5:30 p.m. and 7:30 a.m., all vehicles parking in this parking lot will be subject to paying the City's parking fees. The City will accrue all revenue from these meters, will maintain and repair the parking meters, and will regulate and enforce parking during the time specified in this section.
7. This written agreement represents the parties complete mutual understanding and agreement. It supersedes any prior agreements, memoranda or other communications, whether written or oral. This agreement may only be modified by a written amendment signed by duly authorized representatives of both parties.
8. This agreement will take effect when executed copies are filed with the Clerk of the Circuit Court and the City Clerk.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, this day and year first written above:



BY Wendy L. Kolhage, CLERK

By Salvatore De Santis
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By George R. Nougat
Mayor/Chairman

(Seal)
Attest:

By Cheryl Smith
City Clerk

CITY OF KEY WEST, FLORIDA

By [Signature]
City Manager

Jackson Square Parking
March, 2001

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY [Signature]
ROBERT N. WOOD
DATE 6-5-01