MEMORANDUM

TO: Parking Commission Members
FROM: Joe Nigg, Planner
DATE: March 20, 2015
RE: March 27th Parking Commission Agenda

Parking Commission Mission Statement
Manage, provide, promote and maintain safe, convenient, accessible, attractive and reasonably priced parking facilities that will meet the need of downtown businesses, employers, residents, students, and visitors.

Visit www.fargoparking.com for additional Downtown Fargo parking information.

PARKING COMMISSION
Friday March 27th, 2015, 8:00 a.m.
City Commission Room
AGENDA

1. Approve Order of Agenda
2. Minutes – Regular Meeting of February 27th, 2015 (Attachment 1)
3. Discuss Monthly (Contract) Parking Agreement – Terms and Conditions (Attachment 2)
4. Review Scope of Work with Kandor Design, LLC to Create an Updated Fargo Parking Logo and Brand Manual (Attachment 3)
5. Progress report on draft Enforcement Policy with considerations to implementation of Digital Pay Stations and potential Facility Operational Changes (Attachment 4)
6. Discuss condition of 2nd Avenue (north-lot) and Possible Temporary Improvements (Attachment 5)
7. Update on Proposed Downtown Shuttle Route (Attachment 6)
8. Interstate / Operator Report (Attachment 7)
   a. Lot Occupancy Data
9. Updates (Attachment 8)
   a. Civic Lot
   b. Downtown Ramp Feasibility Study (Phase I) – April Presentations
   c. Monthly Occupancy Spreadsheet (January)
10. Other Issues or Public Comments

Parking Commission meetings are broadcast live on cable channel TV Fargo 56 and can be seen live by video stream on www.cityoffargo.com/streaming. They are rebroadcast each Wednesday at 8:00 p.m., Friday at 9:00 a.m., and Sunday at 7:00 p.m.

People with disabilities who plan to attend the meeting and need special accommodations should call the Planning Office at 241-1474 or TDD at 241-8258. Please contact us at least 48 hours before the meeting to give our staff adequate time to make arrangements.

Minutes are available on the City of Fargo Web site at www.cityoffargo.com/parking.
The Regular Meeting of the Board of Parking Commissioners of the City of Fargo, North Dakota, was held in the City Commission Room at City Hall at 8:00 o'clock a.m., Friday, February 27, 2015.

The Parking Commissioners present or absent were as follows:

Present: Chairperson Commissioner Mike Williams, Margie Bailly, Brian Hayer, Randy Thorson, Tracy Walvatne

Absent: None

Chairperson Commissioner Williams called the meeting to order.

Item 1: Approve Order of Agenda
Member Hayer motioned to approve the Order of Agenda as presented. The motion was seconded by Member Bailly. The motion was unanimously approved.

Item 2: Minutes: Regular Meeting of January 30, 2015 and Special Meetings of February 17 and 18, 2015
Member Thorson motioned to approve the minutes of the January 30, 2015, and February 17 and 18, 2015 Parking Commission meetings. The motion was seconded by Member Hayer. The motion was unanimously approved.

Item 3: Discuss Implementation Plan for Phase II, On-Street Time Zone Concept
Planner Joe Nigg presented an update on the progress and implementation of Phase I which included the area from 5th Street to the Red River and from the railroad tracks to 2nd Street S. Mr. Nigg stated that the concept transitions a majority of the on-street parking to 4-hour time zones other than Broadway and Roberts Street which would remain 90 minute zones. He explained that staff would like to begin Phase II which encompasses the remainder of the downtown core. He stated staff would like to re-engage the downtown parking “task force” which was created in 2013 to assist in the development of this concept. Mr. Nigg also noted prior to implementing Phase II, staff would like to coordinate with the Downtown Community Partnership (DCP) and organize a public input meeting, possibly in March, to present this information to the downtown stakeholders. He noted that this feedback would then be presented to the Board at a future meeting, with the plan to implement Phase II in May or June of 2015.

Board discussion followed regarding the importance of updating signage during Phase II with a design that is understandable and more user-friendly; the importance of the
information being visible and not distracting to drivers; and the importance of engaging the public prior to implementation.

Planning Administrator Nicole Crutchfield stated that staff is working on organizing this meeting with the DCP, and will notify the Board with the meeting details.

**Item 4: Review draft Ordinances to Allow Enforcement within City Off-Street Parking Facilities: APPROVED**

Planning Director Jim Gilmour presented the two (2) Ordinances prepared by the City Attorney which will allow the City the ability to write tickets for illegally parked vehicles in off-street City-owned and operated parking lots. Mr. Gilmour stated staff is requesting Parking Commission’s approval to present the ordinances to the City Commission.

Discussion ensued clarifying that once the Ordinances are approved and in-place it would provide the City the ability to enforce within off-street facilities. City staff and Interstate Parking are working on a draft enforcement policy which would outline the specific provisions and policies relating to enforcement within the various facilities.

Member Thorson motioned to recommend approval to the City Commission the draft off-street enforcement ordinances. The motion was seconded by Member Bailly. The motion was unanimously approved.

**Item 5: Discuss implementation of Digital Pay Stations at NP Avenue and 2nd Avenue Lots: APPROVED**

Joe Nigg reviewed the details defined in the City’s contract with Interstate Parking Company regarding the transition to digital pay stations at certain facilities. He noted as evident from the discussion at the Parking roundtable meeting on February 17, 2015, there are a number of issues and details that need to be addressed prior to implementation. Mr. Nigg stated staff is requesting the Board’s approval to work with Interstate Parking Company to develop a plan to implement digital pay stations at the NP Avenue and 2nd Avenue surface lots.

Paul Schnettler (Interstate Parking) concurred adding they would like to begin ordering this equipment for implementation.

Member Wolvatne motioned to direct City staff to initiate the process with Interstate Parking Company to develop a plan to implement digital pay stations at the appropriate facilities. The motion was seconded by Member Bailly. The motion was unanimously approved.

**Item 6: Review Engineering Department proposal to add diagonal parking spaces to 5th Street between NP Avenue and 4th Avenue North**

Division Engineer Jeremy Gorden presented a recent analysis completed by the Traffic Engineering Department, to determine the possibility of adding diagonal parking spaces on 5th Street between NP Avenue and 4th Avenue North, and on 4th Avenue North from 2nd Street to 4th Street. He noted with the upcoming City Hall construction and the
impact this will have on both in terms of on and off-street parking, staff is investigating options that will help accommodate the loss of existing parking spaces.

Item 7: Discuss Proposed Downtown Shuttle Route
Jim Gilmour presented information on a downtown shuttle concept staff has been discussing with the City of Moorhead and the Moorhead Center Mall. He explained the proposal is to provide a shuttle that would operate on a circulator route utilizing the parking ramp at the Moorhead Center Mall. Mr. Gilmour noted there are no formal agreements in place at this time, and stated this proposal will be discussed by the City Commission on Monday, March 2, 2015.

Discussion ensued regarding the timeliness of this proposal with the upcoming closure of the Civic Center surface lot and existing shortage of off-street parking in the downtown core. Further discussion clarified that the proposal would be a circulator that operated under a 15 minute frequency and rides would be free of charge. Additional comments included the advantages this program would be to both Fargo and Moorhead and the public when traveling in the downtown areas.

Item 8: Bike Share Program Update – Commissioner Mike Williams
Commissioner Williams presented an update on the bike share program North Dakota State University (NDSU) students have been working on for the past three (3) years. He acknowledged the attendance of Amy Nash, NDSU Executive Commissioner of Public Relations and student coordinator of the program. Commissioner Williams announced that beginning next week bike stations will be installed at seven (7) downtown locations and four (4) locations on the NDSU campus. He added the official launch date of the program is on March 15, 2015.

Chairperson Commissioner Williams absent. Member Thorson presiding as Chair.

Item 9: Interstate / Operator Report
Paul Schnettler, Interstate Parking Operating Partner, presented the January 2015 report noting it is based on the same format used in past months. He stated his staff is creating a new template to include the specific and detailed data that has been requested, which will provide the City with a more accurate depiction of the occupancy numbers reflected in the monthly statistics. Mr. Schnettler shared that the online payment system and electronic transaction capabilities at various facilities have been well received and that Interstate is making progress on receiving signed contracts from all renters.

Member Thorson requested to review a copy of the parking contract that has been created. Mr. Nigg stated the one-page contract was created with collaboration between Interstate Parking and Assistant City Attorney Jason Loos, and that a copy will be included in the packet at the March 27th meeting for the Parking Commission’s review.

Andy Renfrew (Interstate Parking) stated the percentage of transactions handled electronically has continued to increase, which is a positive sign.
Item 10: **Other Issues or Public Comments**
Joe Nigg announced that beginning on May 1, 2015 all Parking Commission meetings will be held at the Fargo Park District Depot, 701 Main Avenue, until the completion of the new City Hall building. Mr. Nigg stated a notice will be issued as a reminder prior to May’s meeting.

Member Bailly moved to adjourn. The motion was seconded by Member Walvatne. All Members present voted aye and the motion was declared carried.

The time at adjournment was 9:15 a.m.
MEMORANDUM

TO: Parking Commission
FROM: Joe Nigg, Planner
        Andy Renfrew, Interstate Parking
DATE: March 20, 2015
RE: Monthly Contract Parking Agreement – Terms and Conditions - Template

The City rents just over 1,600 monthly parking spaces within eleven (11) different parking facilities. Until recently, the City has never required a renter (or company that rents multiple spaces) to sign any type of contract. As a result, there was no written documentation of general terms/conditions that applied and more importantly there was no documentation that outlined the general expectations and responsibilities for either party; inclusive of indemnification.

Interstate Parking assumed control of parking operations on the 1st of January and within the first month the City Attorney and Interstate had agreed upon a contract template. As Interstate transitioned renters from the old system to their system there was a coordinated effort to also get a contract on file for each renter. The process of obtaining a signed contract from each renter (or company) is on-going – however, we are aiming to have a contract in place for each renter by 2016.

Attached is a copy of the template contract. To note, there is a slightly different version that is used for any non-individual renter (i.e. companies that rent multiple spaces for their employees).

In regards to the terms and conditions, a few items are highlighted below. The contract outlines:

1. Payment terms and expectations;
2. Notice requirements for rate changes;
3. Hang-tag and access card use and display expectations;
4. Indemnification provisions;
5. Rights to the parking space (Weekdays only)

This item is for informational purposes.
MONTHLY PARKING AGREEMENT
INTERSTATE PARKING COMPANY OF NORTH DAKOTA LLC

BY COMPLETING THE INFORMATION BELOW, YOU ARE CONSENTING TO INTERSTATE PARKING COMPANY OF NORTH DAKOTA LLC USING THE INFORMATION TO MANAGE YOUR ACCOUNT, CONTACT YOU, AND IF NECESSARY, DISCLOSE YOUR ACCOUNT INFORMATION TO A COLLECTION AGENCY.

Check all that apply:
- ☐ MONTHLY PARKING
- ☐ NEW ACCOUNT
- ☐ CORPORATE
- ☐ OR
- ☐ VALIDATION ACCOUNT
- ☐ EXISTING ACCOUNT
- ☐ INDIVIDUAL
- ☐ PARKING USED FOR RESIDENTIAL PURPOSES

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<td>BUSINESS ADDRESS</td>
<td>CITY</td>
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<td>HOME/MOBILE PHONE</td>
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<td>VEHICLE MAKE</td>
<td>VEHICLE MODEL</td>
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<tr>
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<tr>
<td>DRIVERS LIC. NO.</td>
<td>PARKING TO COMMENCE:</td>
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<tr>
<td>PERMIT DEPOSIT ($REFUNDABLE): $ 10.00</td>
<td>ACCESS CARD DEPOSIT ($REFUNDABLE): $ 10.00</td>
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</table>

EXISTING CORPORATE ACCOUNTS - TO ENSURE THE MOST ACCURATE BILLING PLEASE ATTACH A CURRENT LISTING OF ALL PARKERS ASSIGNED TO YOUR ACCOUNT. LISTING SHOULD INCLUDE PARKER NAME, AUTO MAKE, MODEL, PLATE NUMBER WITH STATE, AND ACCESS CARD NUMBER.

PLEASE SELECT OPTIONAL AUTO-PAYMENT METHOD AND INVOICE DELIVERY METHOD BELOW

A: DIRECT WITHDRAWAL

ACCOUNT TYPE
BRANCH | BANK
ACCOUNT NO.
ABA/ROUTING NO.

SIGNATURE

B: CREDIT CARD

FOR SECURITY PURPOSES ALL CUSTOMERS ARE REQUIRED TO ENROLL IN THE MONTHLY CREDIT CARD PROGRAM VIA INTERSTATE PARKING COMPANY OF NORTH DAKOTA LLC'S WEBSITE. PLEASE CHECK THE BOX BELOW AND A CUSTOMER SERVICE REPRESENTATIVE WILL CONTACT YOU WITH SPECIFIC INSTRUCTIONS.

☐ PLEASE SEND ME INSTRUCTIONS TO ENROLL IN THE MONTHLY CREDIT CARD PROGRAM

PREFERRED CONTACT METHOD
- ☐ EMAIL
- ☐ PHONE

C: INVOICE DELIVERY

☐ Email Invoice
☐ Mail to residential address
☐ Mail to business address

By signing below, I accept and agree to this Monthly Parking Agreement with Interstate Parking Company of North Dakota LLC including the attached terms and conditions and any amendments, if applicable; all of which are attached hereto and made a part of this agreement. Please sign attached terms and conditions, amendments and/or addendums.

MONTHLY PARKING RENTAL AGREEMENT SIGNATURE:

OFFICE USE ONLY

LOT NUMBER: | TRANSPOUNDER NO.: | RESERVED STALL NO.: |
START DATE: | RATE CODE: | INITIAL MONTHLY RATE: |
PERMIT DECAL NO.: | ACCESS NO.: | FOB: |
MONTHLY PARKING AGREEMENT – TERMS AND CONDITIONS
The following terms and conditions form a part of the monthly parking agreement with Interstate Parking Company of North Dakota, LLC (“IPC”).

1. Parking charges (and any applicable taxes) are due in advance on the third day of each month for that month and any outstanding amounts are subject to interest charges at the rate of 2% per month compounded monthly (26.8% per annum). If your account is past due by more than 15 days, your account will be suspended and you must pay the daily posted parking fee until your account is current. Payment of daily parking fees shall not be deemed as substitution for any late fees or as an offset to any past due monthly parking charges. Failure to pay the daily fee may result in a violation notice being issued and your vehicle being booted, clamped, or towed at your expense.

2. Parking rates are subject to change at any time with IPC providing at least one (1) calendar month notice for any rate changes.

3. You may terminate the monthly parking agreement upon a full thirty (30) day WRITTEN notice to IPC at the address set forth on page 1 or via email to ndinfo@interstateparking.com. Notices not received by the 1st of the month will be effective as of the last day of the next month. There are no mid-month terminations.

4. If applicable, any deposits paid will not bear interest, but will be refunded if the subject permit(s) and/or access card(s) is (are) returned to IPC within seven (7) days of termination. In all other cases, deposits will be forfeited to IPC.

5. At all times a valid permit must be visibly displayed from the rear view mirror of the vehicle with the “number” facing the windshield (applicable to those locations where permits have been issued). Failure to do so will be considered a breach of the monthly parking agreement and, in addition to any other remedies available to IPC, may result in a violation notice being issued and your vehicle being ticketed, booted, clamped, or towed. Any misuse of permit will also be considered a breach of this Agreement.

6. Permits and access cards are only valid for the parking facility for which they are issued. If the same permit number is found on more than one vehicle at a time, or if a permit is used to admit more than one vehicle at a time into the parking facility, that permit will automatically be deemed invalid, and IPC may issue a violation notice and ticket, boot, clamp, or tow one or more of the vehicles in addition to any other remedies available to IPC.

7. Permits and access cards remain the property of IPC. Damaged permits and access cards will be replaced free of charge if returned to IPC. Lost or stolen permits and access cards will be replaced upon payment of a new deposit at the then current rate and the existing deposit will be forfeited to IPC.

8. Parking charges are for the licensed use of parking space only, and IPC and the City of Fargo are not responsible for any injury, claims, loss, or damage to you, your passengers, your vehicle or its contents resulting from the use of said parking facility; inclusive of any injury or claim as a result of snow, ice or precipitation accumulation and/or related conditions.

In consideration for the use of the parking facilities on behalf of myself, my personal representative, heirs, next of kin, successors and assigns, I forever:

a. Waive, release, and discharge IPC, the City of Fargo and their agencies, officers, and employees from any and all negligence and liability for my death, disability, personal injury, property damages, property theft or claims of any nature which may hereafter accrue to me, and my estate as a direct or indirect result of my use of the parking facilities; and
b. Defend, indemnify, and hold harmless IPC, the City of Fargo, their agencies, officers and employees, form and against any and all claims of any nature including all costs, expenses and attorneys’ fees, which in any manner result from use of the parking facilities.

I, the undersigned, affirm that I am at least 18 years of age and am freely signing this agreement. I have read this form and fully understand that by signing this form I am giving up legal rights and/or remedies which may otherwise be available to me regarding and losses I may sustain as a result of my use of the parking facilities. I agree that if any portion is held invalid, the remainder will continue in full legal force and effect.

9. The parking of unlicensed or uninsured vehicles, the general storage of vehicles and the repair or maintenance of vehicles is prohibited. The parking of vehicles that, in the opinion of IPC or the City of Fargo, pose any kind of hazard or contain hazardous or objectionable contents or displays is also prohibited. Leaving a vehicle parked for more than five (5) consecutive days is prohibited and may result in towing at your expense unless written authorization is received in advance from IPC.

10. IPC and the City of Fargo reserve the right at any time and from time to time to refuse parking at your normal location. IPC will use reasonable efforts to relocate you to another IPC location for the period your normal location is unavailable. No refund or credit will be issued for the period your normal location is unavailable. This Agreement shall only be applicable to weekdays (Monday – Friday), not including holidays (as recognized by the City of Fargo). The Agreement does not expressly or implicitly provide any parking rights on weekends.

11. The Monthly Parking Agreement is not assignable or transferable without the consent of IPC. Changes in the name of the account holder are strictly prohibited except for a documented legal name change.

12. Any additional terms and conditions (except those relating to parking rates) displayed on the signage at the parking facility are a part of this Agreement. Vehicles must not be parked in such a way as to block traffic lanes or violate any laws or regulations. Vehicles parked for the principal purpose of promotion activities or advertising are prohibited.

13. The terms and conditions set forth herein are subject to change by IPC without notice.

14. Any power supplied at the parking facility is for block heater use only, and the use of any interior car warmer is prohibited. Use of parking facility power supply for block heater is entirely at your own risk and IPC is not liable in the event that a vehicle fails to start.

Monthly Parking Customer Signature Date
At the February roundtable – there was some general discussion on what the next step would be to start working towards an updated Fargo Parking brand which would then be used in website development, all future marketing/educational efforts, facility operations, updated signage, temporary signage, etc.

Similar to the process we used in Duluth, Minnesota, we have identified a local design firm, Kandor Design, as our choice to provide a new logo and brand manual. We have worked closely with Kandor Design and City Staff to prepare a draft scope-of-work which defines the specific tasks and the applicable timeline. The scope is drafted such that a concept or two should be ready for review and consideration at the April 27th regular meeting. The fee for this work is approximately $1,500.

On March 18th an email was sent to the Parking Commission members with some information intended to provoke some thought about this process, the goals of downtown parking, and what elements are important for the brand. Kandor Design created a questionnaire to help guide the development process and provided examples of similar work they have done. At this time, we would be looking for any feedback on the draft scope of work and any input on the questionnaire or process.

**Recommendation.** To approve the proposed scope-of-work and to allow Kandor Design to proceed with the logo and brand manual development.
Interstate Parking Company of North Dakota, LLC
Project Initiation Scope

Logo Design
3.6.2015
Project at a glance

Kandor Design, LLC will create a logo design and brand manual for “Interstate Parking Company of North Dakota, LLC” referred to as the “Client”. The logo will be designed specifically for the “Fargo Parking” operation in order to identify the operation to the public. The multi-page brand manual will be created in order to outline how the logo should be properly utilized. Kandor Design will be paid $1,500 for creating the logo design and brand manual.

Success Factors

Upon successful completion of the project, Client will have a logo design setup in all the most coming electronic file formats such as .EPS, .PDF, .TIFF, .PSD, and .JPG. Client will receive font files if font files are allowed by the font provider for distribution.

Excluded work

This project explicitly WILL NOT include any of the following:

• Supplementary icon sets or any print design other than brand manual
• Additional programmed font sets if the logo font is created from scratch.

Project Schedule

Project schedule will be as follows, dates are only a general time frame, some events may be completed sooner that the corresponding dates

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<td>Project Initiation</td>
</tr>
<tr>
<td>20 March, 2015</td>
<td>First Draft emailed to client</td>
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<tr>
<td>22 March, 2015</td>
<td>Begin Revisions (if required)</td>
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<tr>
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<td>27 March, 2015</td>
<td>Begin Revisions (if required)</td>
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<tr>
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Cancellations

In the event of the cancellation of this assignment, or any delay of more than 30 days, Kandor Design will invoice Client for the greater of either: (1) all work completed up to the date of notification, based upon the percentage of the project finished, including expenses; or (2) 35% of the remaining payments plus any additional expenses, and this contract shall be considered fulfilled by Kandor Design. All incomplete work will remain the property of Kandor Design. All payments(retainer fees) already made will first be applied to these charges.

Other legal agreements

Upon full payment of all invoices due, copyright to page designs and delivered graphics produced by Kandor Design for Client shall belong to Client. Secondary materials created by Kandor Design during production, including drafts, plans, graphic source files, and templates, remain the sole property of Kandor Design unless other arrangements are made.

Kandor Design will not be liable to Client or to any third party for any damages arising from the use of the logo design.
Kandor Design logo development questionnaire

1 - How would you describe the services Fargo Parking provides?

2 - What do you want your new logo to accomplish?

3 - What adjectives should best describe what you want in a new logo?

4 - Who are your main competitors, if any?

5 - What's the age range of your target audience base? Helps in creating an overall feeling and impression of the logo.

6 - Do you have a tag line? If so, would you like it stated alongside your logo?
7 - Do you have any specific imagery in mind for your logo

8 - Do you have any color preferences, or existing brand colors?

9 - Where will your logo primarily be used?

10 - What publicly viewable logos/brands most appeal to you and why?
Client logo designs and deliverables
Enclave Companies
Deliverables:
Brand Development, Website, Print Collateral
www.enclavecompanies.com

Sojern
Deliverables:
Brand Development, Print Collateral
www.sojern.com

Radiant Homes
Deliverables:
Brand Development, Website Print Collateral
www.radiantcreativehomes.com

New Life Center
Deliverables:
Brand Development, Website Print
www.fargonlc.com
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<tr>
<td>Company</td>
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<td><a href="http://www.fundinglogic.com">www.fundinglogic.com</a> (branded update in progress)</td>
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<td>Brand Development, Print Collateral</td>
<td><a href="http://www.littleblackledger.com">www.littleblackledger.com</a></td>
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<tr>
<td>Master Tek</td>
<td>Brand Development, Print Collateral</td>
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EXISTING FARGO PARKING LOGO

EXISTING LOGO AND EXAMPLE OF USE WITHIN CURRENT SIGNAGE (CIVIC CENTER RAMP)
Enforcement Policy. Over the past several months the Parking Commission has been working on implementing ordinances that would provide the City the ability to enforce parking violations within off-street facilities. Two (2) draft ordinances were presented to the Parking Commission in February and they will be forwarded to City Commission in late March or early April.

As discussed at both the roundtable and regular meeting in February, as a result of these ordinances, Interstate and City Staff have begun the process of preparing an Enforcement Policy. As part of these prior conversations there have been a number of questions and concerns raised as to how exactly enforcement would be handled; as certain facilities have different equipment, unique operating dynamics and usage composition (hourly, monthly, etc.) A few specific concerns have focused on the amount of flexibility provided before ticket issuance and sensitivity to overnight parkers.

Attached is a ‘working draft’ of the enforcement policy and we would be looking for any input or feedback from the Parking Commission prior to consideration of a final version in April.

Pay Stations. The implementation of digital pay stations at certain facilities (NP Ave, 2nd Ave, etc.) will have impacts on facility operations. As part of the enforcement policy conversation we would also like to also show the Parking Commission some concepts on how operations would be adjusted at these facilities.

For example, in the NP and 2nd Ave (south-lot) under current conditions the City accommodates both monthly contract renters and hourly parkers. Without an attendant present, there may need to be a percentage (%) of spots “reserved” to ensure capacity for monthly parkers – which will require additional signage.

At this point, the attached exhibits are for discussion purposes only.

2nd Ave (north-lot). The 2nd Avenue (north-lot) has 100 parking spaces and the City rents 120 spaces. The lot is 100% contract parking. Recent data collection efforts (see table, right) suggests that with proper enforcement the City could either rent more spaces or potentially accommodate hourly parking with a digital pay station. The current contract between the City and Interstate contemplates acquisition of 3 pay stations for placement at NP and 2nd Ave S; however, it may be beneficial to consider additional hourly parking or issuing more contract spaces in this lot at which time the enforcement ordinances and enforcement policy is finalized; and patrol is started. We would be interested in the Parking Commission’s feedback on this item.

Recommendation. No action necessary, discussion purposes only.
PURPOSE
The City of Fargo desires to enforce parking violations in off-street city owned and/or operated parking facilities. Until recently, violators were issued a “warning citation” although this approach rarely served its purpose as illegal parkers quickly learned that there was no resulting penalty after numerous warnings.

This policy outlines the applicable background information and highlights the corresponding municipal ordinance citations. Additionally, the policy sets forth the specific enforcement procedures within each city facility.

BACKGROUND INFORMATION
The City owns and operates eight (8) surface parking lots and three (3) structured parking facilities which equates to approximately 2,000 off-street spaces. Six (6) of these eleven (11) facilities are gate controlled; however, only the Island Park Ramp and GTC garage have access control 24/7.

Illegally parked vehicles have always been an issue in certain facilities (specifically NP Avenue and 2nd Avenue lots) and the issue has recently become more problematic as facility occupancy rates have reach or exceeded 100%.

Previously, city code allowed parking ticket issuance for on-street violations; however, code amendments were needed in order to facilitate enforcement within off-street facilities.

MUNICIPAL ORDINANCE(S)
§8.1006 – This ordinance allows the city the ability to write parking tickets on-street and in off-street parking facilities where time-limit parking is posted. Examples would be the Library surface lot or future City Hall surface lots.

§8.1006.2 - This ordinance allows the city the ability to write tickets in off-street parking facilities where a “permit” would be required – or in other terms, city facilities that accommodate contract and hourly parking.

ENFORCEMENT PROCEDURES
Enforcement policies may vary at each lot due to the different control equipment in place at each lot and also the composition of usage (hourly, monthly, etc.).

General Policies:
1. First time offenders shall be issued a WARNING CITATION
2. Vehicles may be impounded at which point there are two (2) delinquent parking tickets pursuant to city policy
3. Ticket appeals are handled through the Police Department - same process that is utilized for appealing an on-street ticket violation

INDIVIDUAL FACILITY POLICIES

A. Civic Center Ramp
   a. BACKGROUND: This lot is made up of monthly contract parkers, hourly parkers, hotel guests and event/hotel conference attendees.
      PROCEDURE: No additional enforcement needed at this time. Vehicles that remain parked in the Civic Ramp and are not a valid monthly parkers, hourly parkers or hotel guest may be ticketed and/or towed. Interstate Parking will handle parking enforcement within this facility.

B. 3rd Avenue North (US Bank surface lot)
   4th Street North
   3rd Street North (Machinery Row) – Entry gates to be removed
   Main Avenue
   a. BACKGROUND: These lots are 100% monthly contract parking.
   b. PROCEDURE:
      i. This lot will be patrolled between the hours of 8 AM and 5 PM, Monday through Friday; excluding special event arrangements.
      ii. Any vehicle found not displaying the proper hang tag and/or any vehicle license plates that are not recognized in our contract or hourly database will be issued a citation of $15.00.
      iii. Any vehicle cited two (2) or more times in a 90 day period may be towed at the owner’s expense.
          Fargo PD or designee will utilize license plate recognition software (LPR) at minimum two (2) times within this lot from 8 AM to 5 PM, with supplemental enforcement from Interstate Parking as necessary.

C. 2nd Avenue (north-lot)
   a. BACKGROUND: This lot is 100% monthly contract parking.
   b. PROCEDURE:
      i. This lot will be patrolled between the hours of 8 AM and 5 PM, Monday through Friday; excluding special event arrangements.
      ii. Any vehicle found not displaying the proper hang tag and/or any vehicle license plates that are not recognized in our contract or hourly database will be issued a citation of $15.00.
      iii. Any vehicle cited two (2) or more times in a 90 day period may be towed at the owner’s expense.
      iv. Interstate Parking or designee will handle the enforcement between 8 AM and 12 PM. Fargo PD or designee will utilize license plate recognition software (LPR) at minimum two (2) times within this lot from 12 PM to 5 PM, with supplemental enforcement from Interstate Parking as necessary.
D. 2nd Avenue (south-lot)
   a. BACKGROUND: This lot is 100% hourly parking (proposed Interstate scenario).
   b. PROCEDURE:
      i. This lot will be patrolled between the hours of 10 AM to 5 PM, Monday through Friday; excluding special event arrangements.
      ii. Any vehicle found not displaying the proper hang tag and/or any vehicle license plates that are not recognized in our contract or hourly database will be issued a citation of $15.00.
      iii. Any vehicle cited two (2) or more times in a 90 day period may be towed at the owner’s expense.
      iv. Interstate Parking or designee will handle enforcement between 10 AM and 12 PM. Fargo PD or designee will utilize license plate recognition software (LPR) at minimum two (2) times within this lot from 12 PM to 5 PM, with supplemental enforcement from Interstate Parking as necessary.

E. NP Avenue
   a. BACKGROUND: This lot is made up of monthly contract parking and hourly parking. Digital pay station(s) utilizing license plate information will be used for transient parking transactions. 1/3 of this lot is owned by the adjacent property owner (Global Development LLC) and the city maintains and operates the joint facility.
   b. PROCEDURE:
      i. Parking spaces along the eastern property boundary shall be identified and signed as Global Development LLC parking only.
      ii. There shall be additional parking spaces specifically identified and signed as spaces reserved for monthly contract parkers, as determined by Interstate Parking.
      iii. All spaces reserved for Global Development LLC or monthly contract parkers will be patrolled between the hours of 8 AM and 5 PM, Monday through Friday; excluding special event arrangements.
      iv. All other parking spaces will be patrolled between the hours of 10 AM to 5 PM, Monday through Friday, excluding special event arrangement.
      v. Any vehicle found not displaying the proper hang tag and/or any vehicle license plates that are not recognized in our contract or hourly database will be issued a citation of $15.00.
      vi. Any vehicle cited two (2) or more times in a 90 day period may be towed at the owner’s expense.
      vii. Interstate Parking or designee will handle enforcement between 8AM and 12 PM. Fargo PD or designee will utilize license plate recognition software (LPR) at minimum two (2) times within this lot from 12 PM to 5 PM, with supplemental enforcement from Interstate Parking as necessary.

F. GTC underground garage
   a. BACKGROUND: This lot is 100% monthly contract parking.
   b. PROCEDURE:
      No additional enforcement needed at this time. Vehicles that remain parked in the GTC garage and are not a valid may be ticketed and/or towed. Interstate Parking will handle parking enforcement within this facility.
G. Island Park Ramp – **All equipment (including gates) to be removed**

a. **BACKGROUND:** This lot is 100% monthly contract parking. This ramp does accommodate some validation parking for adjacent businesses. Note that RDO has 25 spaces in the non-gate controlled area of the ramp.

b. **PROCEDURE:**
   
i. No additional enforcement needed at this time.
   
ii. Vehicles that remain parked in the IPR Ramp and are not a valid may be ticketed and/or towed.

   
iii. Any vehicle found not displaying the proper hang tag and/or any vehicle license plates that are not recognized in our contract database will be issued a citation of $15.00.

   
iv. Note that RDO has 25 spaces in the ramp before the gate. Vehicles parked in this space must have the RDO hang tag or the vehicles will be subject to be ticketed and/or towed.

v. Interstate Parking will handle parking enforcement within this facility.
2nd Avenue North: 96 Spaces; 121 Contracts

2nd Avenue South: 57 Spaces; 28 Contracts
2nd Avenue North: 96 Spaces; 121 Contracts

2nd Avenue South: 57 Spaces; 28 Contracts
MEMORANDUM

TO: Parking Commission
FROM: Joe Nigg, Planner
DATE: March 23, 2015
RE: Discuss Condition of 2nd Avenue (north-lot) and Possible Temporary Improvements

In both 2013 and 2014 the Parking Commission discussed the condition of the 2nd Avenue (north-lot) and a number of repair options were contemplated which ranged from a comprehensive re-construct to pothole repairs.

Towards the end of 2014 the Planning Department and Parking Commission were considering a thin overlay that would be in the range of $30,000 - $40,000 with a lifespan of maybe 3-5 years. Ultimately, it was decided that only pothole repair would be completed before winter.

The surface condition of this lot continues to deteriorate (see picture for example) and large potholes are starting to develop again this Spring.

Interstate Parking and Planning Staff recently met with the Public Works Department to once again weigh different options.

At this time, the eastern ½ of the lot is in much tougher shape than the western ½. It would be the recommendation of City Staff (and Public Works) that an overlay project is pursued on the eastern ½ of the lot in the Spring of 2015. It is important to note that this rehab project would not occur until late April or early May or until asphalt plants are open. In the interim month or so, the City would pursue pothole repair on an as-needed basis.

To accommodate the project Interstate Parking would need to move the existing renters for a couple of days. This would allow the City to complete the overlay and striping. Between the 4th Street lot and the Civic Center lot we should be able to handle this impact assuming the project is completed in the Spring.

**Recommendation.** To authorize the asphalt overlay and that it includes at minimum the eastern ½ of the surface lot, to be completed in the Spring of 2015.
MEMORANDUM

TO: Parking Commission
FROM: Jim Gilmour, Planning Director
       Joe Nigg, Planner
DATE: March 23, 2015
RE: Update on Proposed Downtown Shuttle / Circulator Route

With the pending closure of the civic lot and given the limited off-street parking to accommodate the needs of city hall and other businesses in this sub-area as well as potential benefits to the Moorhead Center Mall; the city has been discussing a circulator route concept with the City of Moorhead and the Moorhead Center Mall.

At the February regular meeting the Parking Commission was presented with a brief overview of the circulator route concept.

The proposed route would operate under a fifteen (15) minute headway and the concept would make use of existing parking within the Moorhead Center Mall ramp. The City of Fargo would provide the bus and operate the route and parking would be free at the Moorhead Center Mall. In concept, the route would operate 7:00 a.m. to 7:00 p.m. Monday through Friday and 10 a.m. to 5 p.m. on Saturdays.

Following discussions by both the Moorhead City Council and Fargo City Commission in March – a sub-committee has been formed with representation from both elected bodies to further analyze and work through the details. The committee will be meeting in April.

The concept remains preliminary and there are no formal agreements in place at this time.

Attached is a PDF showing the conceptual route alignment.
# 2015 Revenue Report

## For the Month Ending February 28, 2015:

<table>
<thead>
<tr>
<th>PK4001 Civic Center Ramp</th>
<th>PK4002 Civic Center Lot</th>
<th>PK4003 3rd Avenue Lot</th>
<th>PK4004 2nd Avenue North Lot</th>
<th>PK4005 2nd Avenue South Lot</th>
<th>PK4006 NP Avenue Lot</th>
<th>PK4007 GTC Ramp</th>
<th>PK4008 4th Street Lot</th>
<th>PK4009 3rd Street Lot</th>
<th>PK4010 Main Avenue Lot</th>
<th>PK4011 Island Park Ramp</th>
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City of Fargo
# City of Fargo

## 2015 Revenue Report

For the Two Months Ending February 28, 2015:

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<th>PK4001 Civic Center Ramp</th>
<th>PK4002 Civic Center Lot</th>
<th>PK4003 3rd Avenue Lot</th>
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<th>PK4010 Main Avenue Lot</th>
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Due to the City of Fargo: $31,396.43 $6,936.05 $3,484.00 $8,968.81 $3,971.58 $13,564.62 $17,616.83 $22,665.43 $10,832.00 $5,773.55 $61,007.27 $186,216.57
<table>
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<tr>
<th>Name</th>
<th>8 AM - 10 AM</th>
<th>10 AM - Noon</th>
<th>Noon - 2 PM</th>
<th>2 PM - 5 PM</th>
<th>After 5 PM</th>
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<td>Civic Ramp</td>
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<td>92%</td>
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<td>NP Ave.</td>
<td>43%</td>
<td>72%</td>
<td>#DIV/0!</td>
<td>60%</td>
<td></td>
</tr>
<tr>
<td>GTC</td>
<td>52%</td>
<td>62%</td>
<td>#DIV/0!</td>
<td>59%</td>
<td>28%</td>
</tr>
<tr>
<td>4th St.</td>
<td>59%</td>
<td>63%</td>
<td>#DIV/0!</td>
<td>62%</td>
<td>28%</td>
</tr>
<tr>
<td>3rd St.</td>
<td>66%</td>
<td>85%</td>
<td>#DIV/0!</td>
<td>87%</td>
<td>30%</td>
</tr>
</tbody>
</table>
MEMORANDUM

TO: Parking Commission
FROM: Joe Nigg, Planner
DATE: March 23, 2015
RE: Updates

Civic Center Lot. The city hall construction project continues to move forward and the bid opening was held in late March. As discussed on a number of previous occasions the intent was that the entire civic center lot would be completely off-line in the Spring of 2015 as a result of the city hall project. Recently, the Planning Department was informed that the city hall project will not require the entirety of the lot for construction staging and thereby the area on the south-side of the attendant booth (between booth and 1st Ave S) will remain as surface parking until October. Regardless of this new information - the attendant will be removed at the end of April (2015) which is consistent with the existing Interstate/City of Fargo contract; and the remaining lot will be strictly city employee and library parking. Additionally, Interstate Parking is in the process of re-locating the final 28 monthly contract renters to other city facilities which should be completed by the end of April. The 120+ space lot on the south-side of 1st Avenue will be completed in the summer.

Downtown Ramp Feasibility Study (Phase I) Presentations. In late 2014 the Parking Commission and City Commission approved a contract with Helenske Design Group (architect) and Carl Walker Inc (Parking Consultant) to complete a downtown parking ramp feasibility study. The scope of work was split into three (3) phases – with the initial phase looking at the general feasibility of constructing a ramp at a handful of different sites; as well as quantifying opportunities/constraints, potential spin-off benefit and opportunities for mixed-use. The consultant team has produced a number of conceptual options for each site and this information will be available for review and comment in early April. As part of this effort the consultant team will be completing a series of presentations to engage elected/appointed officials, downtown stakeholders and the community. The presentation schedule is as follows:

- Thursday April 16th, 9-11 a.m. (City Commission Chambers) – City Commission, Parking Commission, Renaissance Zone Authority
- Thursday April 16th, 6-7:30 a.m. (Elevate Conference Room, Loretta Building, 210 Broadway) – Downtown Stakeholders
- Friday April 17th, 8:30-10:00 a.m. (Fargo Theatre, 314 Broadway) – Downtown Stakeholders

Monthly Occupancy Spreadsheet. Attached is a spreadsheet (based on January 2015 numbers) that shows the occupancy percentage (%) of each city parking facility based on the number of spaces made available for monthly parking and the number of rented spaces. In addition, the percentage of hourly parking spaces retained within the facility is also shown. These numbers were recently shown to the City Commission. Interstate Parking has made progress towards collecting and reporting true occupancy data within off-street parking facilities (see Attachment 7) and City Staff is aiming to have the on-street data collection program running by mid-April.
<table>
<thead>
<tr>
<th>Facility</th>
<th>Total Spaces</th>
<th>Available Monthly Spaces</th>
<th>Rented Spaces</th>
<th>Hourly Parking</th>
<th>Occupancy % (Monthly)</th>
</tr>
</thead>
<tbody>
<tr>
<td>GTC Underground</td>
<td>185</td>
<td>175</td>
<td>197</td>
<td></td>
<td>112%</td>
</tr>
<tr>
<td>Civic Center Ramp</td>
<td>250</td>
<td>225</td>
<td>225</td>
<td>Yes / 10% retained for hourly parking &amp; hotel guests</td>
<td>90%</td>
</tr>
<tr>
<td>US Bank Surface Lot</td>
<td>40</td>
<td>40</td>
<td>45</td>
<td></td>
<td>112%</td>
</tr>
<tr>
<td>NP Avenue Lot</td>
<td>145</td>
<td>75</td>
<td>75</td>
<td>Yes / 50% retained for hourly parking</td>
<td>100%</td>
</tr>
<tr>
<td>2nd Ave N Lot</td>
<td>100</td>
<td>100</td>
<td>120</td>
<td></td>
<td>120%</td>
</tr>
<tr>
<td>2nd Ave S Lot</td>
<td>65</td>
<td>29</td>
<td>29</td>
<td>Yes / 56% retained for hourly parking</td>
<td>100%</td>
</tr>
<tr>
<td>Island Park Ramp</td>
<td>377</td>
<td>377</td>
<td>437</td>
<td></td>
<td>116%</td>
</tr>
<tr>
<td>Island Park (1st Level)</td>
<td>23</td>
<td>23</td>
<td>23</td>
<td></td>
<td>100%</td>
</tr>
<tr>
<td>4th Street Lot (GTC)</td>
<td>175</td>
<td>175</td>
<td>228</td>
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<td>130%</td>
</tr>
<tr>
<td>Main Avenue</td>
<td>77</td>
<td>77</td>
<td>64</td>
<td></td>
<td>83%</td>
</tr>
<tr>
<td>Machinery ROW</td>
<td>145</td>
<td>145</td>
<td>181</td>
<td></td>
<td>125%</td>
</tr>
</tbody>
</table>

| Civic Center Lot         | 450          | 0                        | 28 (remaining renters to be re-located) | |

* occupancy based on January 2015 numbers