PLANNING AND DEVELOPMENT
200 3rd Street North
Fargo, North Dakota

INTERSTATE PARKING
502 NP Avenue North
Fargo, North Dakota

MEMORANDUM

TO: Parking Commission Members

FROM: Fargo Planning (Derrick LaPoint) & Interstate Parking (Andy Renfrew)

DATE: March 21, 2016

RE: March 24th **(Thursday)** 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
Thursday, March 24th, 2016, 8:00 a.m.
City Commission Room
AGENDA

1. Approve Order of Agenda
2. Minutes – Meeting of February 26th, 2016 (Attachment 1)
3. On-Street Parking Ambassador Program Update (Attachment 2)
4. Review Off-Street Enforcement Policy Revisions (Attachment 3)
5. 2nd Ave/ Roberts Street Update and Consultant Contract Proposal with Carl Walker Inc. (Attachment 4)
6. LinkFM (downtown circulator) Update & Discussion on Possible Route Changes (Attachment 5)
7. Interstate / Operator Report (Attachment 6)
   a. February Financials
8. Updates (Attachment 7)
   a. Downtown City Center Comprehensive Plan
   b. Marketing Sub-Committee
   c. Civic Ramp and IPR Condition Assessment RFP
   d. GTC Garage Condition Assessment RFP
9. 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.

BOARD OF PARKING COMMISSIONERS
MINUTES

Regular Meeting: Friday: February 26, 2016:

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 26, 2016.

The Parking Commissioners present or absent were as follows:

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

Absent: Tracy Walvatne

Chairperson Commissioner Williams called the meeting to order.

Item 1: Approve Order of Agenda
Member Hayer moved the Order of Agenda be approved as presented. Second by Member Bailly. All Members present voted aye and the motion was declared carried.

Item 2: Minutes: Regular Meetings of January 29, February 4, and February 10, 2016
Member Bailly moved the minutes of the January 29, February 4, and February 10, 2016 Parking Commission meetings be approved. Second by Member Hayer. All Members present voted aye and the motion was declared carried.

Item 3: On-Street Parking Enforcement Changes and Implementation Update
Senior Planner Joe Nigg noted the implementation date for the on-street enforcement changes in the downtown area will be Monday, February 29. He stated that key components of this implementation include Interstate Parking taking over parking enforcement duties in the downtown area; implementation of warning citations for a first time parking offense; and a graduated rate for repeat offenses. In addition, he stated the 2016 Downtown Parking Guide was distributed to the downtown merchants in late February.

Item 4: 2015 Parking Financial Report
Planning Director Jim Gilmour gave a summary of the 2015 Parking Financial Reports, which included revenue and expenses specific to each parking facility; general income and expenses; change in parking funds between years 2014 and 2015; and debt payments. In addition, he referred to a spreadsheet which showed monthly revenue per parking space per facility, as well as the percentage change in revenue per facility between 2014 and 2015.

Item 5: 2nd Avenue/Roberts Street RFP Update

Mr. Gilmour provided an update to the Board on this item, noting proposals were submitted by Enclave Development, Kilbourne Group, and Roers. He stated after individual interviews with each development team, the Parking Commission and City Commission accepted the Kilbourne Group proposal, and directed City staff to prepare the necessary developer agreements. He presented a handout to the Board Members showing the Roberts Street Parking Ramp Schematic Designs, and noted City staff and Kilbourne Group are intending to have finalized agreements in March.

Discussion was held regarding details of the proposed parking ramp; traffic flow within the proposed parking ramp; on-street parking specific to 2nd Ave N and Roberts Street; snow removal; the project timeline; and costs relating to the project.

Item 6: LinkFM (downtown circulator) Update

Commissioner Williams and Mr. Nigg provided an update on the LinkFM downtown circulator.

Item 7: Interstate/Operator Report

a. Event Rates

Andy Renfrew, Interstate Parking, stated Interstate Parking believes raising the event rate from $3 to $5 would be a reasonable increase which would have little to no impact on the quantity of parkers, create efficiencies in event operations, and generate more revenue for the city to continue to fund parking infrastructure. Following discussion on this item, the Parking Commission did not support implementation in 2016.

b. January Financials

Mr. Renfrew reviewed the January financial and operations reports.

c. 2015 Annual Review

Mr. Renfrew provided information on the 2015 Annual Review for Interstate Parking, noting 2015 parking counts by lot and 2015 transient and validation revenue.

Item 8: Updates

a. Downtown City Center Comprehensive Plan

Mr. Nigg noted the City received 18 proposals for the Downtown City Center Comprehensive Plan, and a selection committee is working to narrow the list of candidate firms down to 5 for in-person interviews. He added “parking” is one of the 7 critical items highlighted in the Request for Proposals that needs to be addressed through this planning process.

b. Marketing Sub-Committee

Mr. Nigg reviewed the priority items for the marketing sub-committee, and noted the sub-committee will continue to meet at least monthly for the foreseeable future.

c. Civic Ramp and IPR Condition Assessment RFP
Mr. Nigg stated the City has received 5 proposals for this item and added the goal is to review the proposals, finalize a decision, and have a contract to the City Commission to be executed in late March or early April.

d. GTC Garage Condition Assessment RFP
Mr. Nigg provided an update on this item, noting the selection committee has made a decision to purse a contract with KLJ Engineering and Trogstad Engineering to complete this project. He added the City is currently working to finalize a scope of services and contract with KLJ, with the goal to have a contract to the City Commission for execution in mid-March.

Item 9: Other Issues or Public Comments
No other issues or public comments were discussed.

The time at adjournment was 9:09 a.m.

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Fax: (701) 241-4243
E-Mail: ndinfo@interstateparking.com
www.fargoparking.com

MEMORANDUM

TO: Parking Commission

FROM: Interstate Parking

DATE: March 21, 2016

RE: On-Street Parking Ambassador Program Update

On February 29th, 2016 Interstate Parking assumed responsibility for on-street parking enforcement in the downtown area. This transition coincided with updates to the parking fines and the escalating fine structure for time-zone violations beginning with the new 'Welcome Ticket'. Another significant feature of Interstate Parking's implementation was the utilization of Parking Ambassadors that serve the role of parking enforcement but also downtown liaison to visitors.

Through three weeks under the new program, the Parking Ambassadors have issued over 300 Welcome Tickets. That's 300 people that have been given the opportunity to learn how parking operates in downtown Fargo and hopefully avoid a citation in the future.

Overall, the Parking Ambassador program has been well received and we are having great conversations with parkers on a daily basis, going over the Fargo Parking Guide and hearing first-hand the downtown parking policies.

In addition to the on-street parking duties, Interstate Parking recently began issuing the Downtown Residential Parking Permits and Service Vehicle Permits. This, in my opinion, has been as beneficial to the public as the Parking Ambassador program. Now, when someone contacts Interstate Parking for parking, we are able to cover the full range of parking options with that customer and on multiple occasions we have been able to find them a better option than what they originally contacted us about.

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MEMORANDUM

TO: Parking Commission

FROM: Interstate Parking

DATE: March 21, 2016

RE: Off-Street Enforcement Policy Revisions

In May 2015, the Parking Commission approved an off-street enforcement policy to be used when patrolling city-owned lots. Among other things, this policy defined the hours of enforcement with specific consideration for contract versus hourly parking and when and how a vehicle would be ticketed and towed.

Since its inception we have stayed true to the policy but now have a need to clarify and update.

1. Towing Policy – The initial policy read:

   "Vehicles may be impounded at which time there are two (2) or more un-reconciled or delinquent parking tickets pursuant to city policy."

   Our intent was to create this policy nearly identical to the on-street policy. Unfortunately, our language is inconsistent. The city tows on-street when there are two or more "delinquent" (15 days past issue) tickets whereas our "un-reconciled" (unpaid) could result in a vehicle being ticked on Monday and Tuesday and towed on Wednesday, for example.

   Our revised policy will read:

   "Vehicles may be impounded at which point: there are three (3) or more delinquent (15 days from issue) parking tickets; a vehicle is deemed abandoned for no less than 48 hours pursuant to city policy."

2. Holiday Enforcement

   Specific to off-street parking, there will be no enforcement on official City of Fargo Holidays unless noted below.

   New Year's Day*
   Martin Luther King, Jr. Day - Parking enforced

Presidents Day - Parking enforced
Good Friday - Parking enforced
Memorial Day
Independence Day*
Labor Day
Veterans Day* - Parking enforced
Thanksgiving Day
Christmas Day*

*If a Holiday falls on a weekend but is observed on a weekday, parking will be enforced.

Recommendation: To accept the revisions to the off-street enforcement policy.

Off-Street Parking Enforcement Policy (FINAL)

City of Fargo / Interstate Parking

PURPOSE

The City of Fargo desires to enforce parking violations in off-street city owned and/or operated parking facilities. Violators were previously 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 seven (7) surface parking lots and three (3) structured parking facilities which equates to approximately 1,600 off-street spaces. Five (5) of these eleven (10) facilities are gate controlled; however, only the Island Park Ramp and GTC garage currently 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 reached 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 CITATION

8-1006.2. - Permit only parking zones in publicly operated lots and ramps.

No person shall stop, stand, or park a vehicle in any space located within a parking lot or ramp owned or operated by the city of Fargo which is designated as a permit-only space, unless the vehicle has a valid permit that has been issued by the department of planning and development or designee.

The Parking Commission is hereby authorized to establish permit-only parking zones located in off-street parking lots or ramps owned or operated by the city of Fargo. The fees for such a parking permit shall be approved by resolution of the board of commissioners.

ENFORCEMENT PROCEDURES

Enforcement policies may vary at each lot due to the different control equipment 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 three (3) or more delinquent (15 days from issue) parking tickets; a vehicle is deemed abandoned for no less than 48 hours.
3. Only one (1) parking ticket shall be issued per vehicle in a 24 hour period; however, separate offenses shall warrant additional ticket(s). For example, a vehicle that returns to the same lot and parks illegally within a 24 hour period would be subject to additional violations or a vehicle that has received a ticket and illegally parks within a different city facility within a 24 hour period would be subject to an additional parking ticket.
4. Parking tickets will be issued by Interstate Parking via on-foot enforcement;
5. Ticket appeals will be handled by Interstate Parking. A subsequent appeal of a decision by Interstate Parking will be to the Director of Planning.

INDIVIDUAL FACILTY 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.
   b. PROCEDURE: No additional enforcement needed at this time. Vehicles that remain parked in the Civic Ramp and are not valid monthly parkers, hourly parkers or hotel guests may be ticketed and/or towed. Interstate Parking will manage parking enforcement within this facility.

B. 3rd Avenue North (US Bank surface lot)
   4th Street North
   3rd Street North (Machinery Row)
   Main Avenue
   a. BACKGROUND: These lots are 100% monthly contract parking.
   b. PROCEDURE:
      i. These lots 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 with three (3) or more delinquent parking tickets may be towed at the owner's expense.
      iv. Interstate Parking will patrol these lots on-foot. License plate recognition software (LPR) may be utilized in the future to provide more efficient enforcement.

C. 2nd Avenue (north-lot)
   a. BACKGROUND: This lot is a combination of monthly contract parking (70%) and hourly parking (30%). Percentage splits are approximate. Digital pay station(s) utilizing license plate information will be used for transient parking transactions.
   b. PROCEDURE:
      i. Reserved contract spaces will be patrolled between the hours of 8 AM and 5 PM, Monday through Friday and transient spaces would be patrolled between the hours of 10 AM and 5 PM, Monday through Friday; excluding special event arrangements.

ii. Hourly spaces shall be identified and signed accordingly.
iii. Any vehicle found not displaying the proper hang tag and/or any vehicle license plates that are not recognized in the contract or hourly database will be issued a citation of $15.00.
iv. Any vehicle with three (3) or more delinquent parking tickets may be towed at the owner's expense.
v. Interstate Parking will patrol this lot on-foot. License plate recognition software (LPR) may be utilized in the future to provide more efficient enforcement.

D. 2nd Avenue (south-lot)

a. BACKGROUND: This lot is a combination of monthly contract parking (30%) and hourly parking (70%). Percentage splits are approximate. Digital pay station(s) utilizing license plate information will be used for transient parking transactions.

b. PROCEDURE:

i. Reserved contract spaces will be patrolled between the hours of 8 AM and 5 PM, Monday through Friday and transient spaces would be patrolled between the hours of 10 AM and 5 PM, Monday through Friday; excluding special event arrangements.
ii. Monthly contract spaces shall be identified and signed accordingly.
iii. Any vehicle found not displaying the proper hang tag and/or any vehicle license plates that are not recognized in the contract or hourly database will be issued a citation of $15.00.
iv. Any vehicle with three (3) or more delinquent parking tickets may be towed at the owner's expense.
v. Interstate Parking will patrol this lot on-foot. License plate recognition software (LPR) may be utilized in the future to provide more efficient enforcement.

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. On the western-most side and in perimeter areas of the lot there shall be parking spaces specifically identified and signed as spaces reserved for monthly contract parkers with the exact percentage to be determined by Interstate Parking. The remainder of the lot will focus on providing convenient parking for transient (hourly) parking.
ii. Reserved contract spaces will be patrolled between the hours of 8 AM and 5 PM, Monday through Friday and transient spaces would be patrolled between the hours of 10 AM and 5 PM, Monday through Friday; excluding special event arrangements.
iii. Any vehicle found not displaying the proper hang tag and/or any vehicle license plates that are not recognized in the contract or hourly database will be issued a citation of $15.00.
iv. Any vehicle with three (3) or more delinquent parking tickets may be towed at the owner's expense.
v. Interstate Parking will patrol this lot on-foot. License plate recognition software

(LPR) may be utilized in the future to provide more efficient enforcement.

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 manage 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 there are 25 monthly contract spaces in the non-gate controlled area of the ramp.

b. PROCEDURE:

i. This lot will be patrolled between the hours of 8 AM to 5 PM, Monday through Friday; excluding special event arrangements.

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 the 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 patrol this facility on-foot. License plate recognition software (LPR) may be utilized in the future to provide more efficient enforcement.

HOLIDAY ENFORCEMENT

There will be no parking enforcement on official City of Fargo Holidays unless noted below.

New Year's Day*
Martin Luther King, Jr. Day - Parking enforced
Presidents Day - Parking enforced
Good Friday - Parking enforced
Memorial Day
Independence Day*
Labor Day
Veterans Day* - Parking enforced
Thanksgiving Day
Christmas Day*

*If a Holiday falls on a weekend but is observed on a weekday, parking will be enforced.

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MEMORANDUM

TO: Parking Commission

FROM: Jim Gilmour, Planning Director
Derrick LaPoint, Planner

DATE: March 22, 2016

RE: Ramp Update & Consultant Contract Proposal w/ Carl Walker Inc.

Background. In November of 2015, the City released a Request for Proposals (RFP) to seek redevelopment proposals from developers or interested investment groups to develop city-owned property at 624 and 625 2nd Avenue North. The City received three (3) proposals and following interviews and detailed presentations with each development team the Parking Commission and City Commission selected the proposal submitted by the Kilbourne Group. As currently envisioned, the mixed-use project would produce approximately 16,000 sq. feet of ground floor retail space, 143 residential units and a 450+ space parking ramp.

As background information, the Fargo City Commission has approved and finalized a Tax Increment Financing (TIF) Renewal Plan specific to this sub-area and the City has secured financing via general obligation bonds to facilitate construction of a parking infrastructure.

The City and Kilbourne Group representatives are continuing to work towards the final agreements to facilitate this project. At this time, it appears that Phase 1 of the project (ramp construction) will begin in June of 2016.

Parking Consulting Services. Based on current discussions, the ramp will be designed and constructed by the developer with the City retaining ownership following project completion. As such, the City has secured a proposal from Carl Walker Inc. to serve as the *owners' representative* for this project. The scope of work contemplates Carl Walker Inc. representing the City's interests specific to (1) design and construction document review; (2) construction administration; (3) general project oversight.

See attached proposal for additional information and details. The total estimated fee is $120K.

Recommendation: To recommend approval of the proposal for Parking Consulting Services with Carl Walker Inc. and forward the recommendation to City Commission for final review and consideration.

March 10, 2016

Mr. James Gilmour
Director of Planning
City of Fargo
200 North Third
Fargo, ND 58102
EMAIL: jgilmour@cityoffargo.com

Re: Roberts Street Parking Structure – Fargo ND
Parking Structure Owner's Representation
Carl Walker, Inc. Proposal #N1-16-314

Dear Mr. Gilmour:

Thank you for your interest in ***Carl Walker, Inc. (Carl Walker)*** assisting the City of Fargo (City) as you work with The Kilbourne Group (Kilbourne) to construct a new parking structure as part of a downtown mixed use development. As requested, ***Carl Walker*** is pleased to present this proposal and letter agreement for parking consulting services to serve as your owner's representative to assist the City during the design process, review the parking structure construction documents, and to assist you during the construction of this parking facility.

PROJECT UNDERSTANDING

The City and Kilbourne will enter into an agreement regarding the design, construction, and ownership of the approximately 460 space parking structure. Upon completion of the project construction, the City will own and operate the parking structure as a public parking facility.

Carl Walker will represent the City's interests, providing assistance during the design process, construction document review, project oversight, construction administration review, and general assistance related to achieving a functionally efficient and durable parking structure.

With the responsibility for long-term maintenance and operations, the City has requested ***Carl Walker's*** participation in the design process to help assure that the design considers function (entry/exit, traffic access, revenue control, vehicular circulation, signage, and parking layout), user comfort and security, operations, and performance with respect to maintenance, future repairs, and service life. It is important that the parking structure be designed and constructed with a goal of long-term service, with reduced maintenance and repair costs. In addition, the City would like assistance during construction to review the progress and quality of construction, and to help confirm that the concrete structure is constructed in general conformance with the final design drawings and specifications.

The developer has retained a design team that includes The Collaborative Design Group (Collaborative) as its parking consultant; the architect and engineers of record; and a general contractor to complete construction. ***Carl Walker*** will represent the City's interests on this project, providing reviews of progress documents issued by the developer's design/construction team, general oversight, and construction administration assistance. Important considerations include:

Administrative – The City will enter into an Agreement that defines contractual terms and conditions. From the City's perspective, important design and construction elements will include space count, user comfort, safety/security, operating costs, durability, aesthetics, schedule, and construction costs (initial and long term maintenance and operations).

Functional Design (Parking and Circulation) - The functional design will determine how the parking structure meets the City's functional goals. This includes items such as parking layout, vehicle circulation, pedestrian circulation, parking/traffic geometry, floor/ramp slopes, ramp capacity, entry and exiting geometry, entry and exiting capacity (including assessment of peak hour traffic flow and capacity), access and revenue control equipment, wayfinding (signage and graphics), passive security (interior visibility/line of sight, stairs, elevators), integration with downtown, and accessibility.

Structural, Architectural, Mechanical, and Electrical Design – The design of these elements will determine how the structure performs, the structure's service life, and long-term maintenance costs. This includes consideration of the concrete structural system, structural durability system, architectural elements, electrical system, mechanical system, and plumbing system. Important considerations will include items such as materials selection, structural/architectural detailing, structural volume change considerations, durability systems, waterproofing, lighting, floor drainage, and plumbing. We have not included a mechanical/electrical/plumbing consultant at this time; however, we will do so if the scope of our involvement with respect to these disciplines becomes more detailed.

We will consider the following items in our review:

Design Related Items:

- Parking structure functional design – While we understand the City will receive input from Interstate Parking, its contracted parking operator, regarding functional and operational issues, we too will provide input from a parking designer's perspective without getting into the details. We noticed many problems on the functional drawings for Scheme 10 prepared by Collaborative, dated February 22, 2016 that we will share with the City. We will review:
  - Vehicle/pedestrian circulation, parking space size and turning radius clearances, ADA parking requirements, ramping and entry/exit lane requirements, etc.

- Parking access and revenue control requirements, including operational/management requirements, number of lanes, and equipment requirements, if any. We will work with Interstate as necessary.

- Cast-in-place concrete structural system and impact on user comfort and long-term costs
- Incorporation of recommendations of the Geotechnical Report into the foundation design
- Architectural design, especially related to the stairs and elevators since the parking structure is wrapped on three sides by a liner building.
- Durability requirements (i.e., structural system, materials, detailing/construction) related to ACI-362-12 Guide for the Design and Construction of Durable Concrete Parking Structures
- Review of waterproofing systems to protect the concrete parking structure and to help prevent leaking joints.
- Lighting design and compliance with industry standards for user comfort, safety, energy efficiency, and security as well as compliance with the Illuminating Engineering Society standard, IES RP-20-14 Lighting for Parking Facilities.
- Security requirements (i.e., glass enclosed stairs, glass backed elevators, clear line-of-sight, and electronic security equipment, if any (i.e. cameras and call stations))
- Wayfinding (signage and graphics) – Cursory review.
- General review of electrical, mechanical, and plumbing systems including emergency power, lighting, floor drainage, storm drainage, mechanical ventilation, and dry fire protection sprinklers and standpipes.

An economical design must consider design durability

Financial Related Items

- Cost of construction related to the Agreement provisions
- Cost/responsibility for construction change orders
- Payment application review
- Shared operating costs, if applicable
- Shared common areas, if applicable

Construction Related Items

- Schedule
- Changes in design, cost, schedule
- Review of contractor performance related to the Construction Documents

Based on the City's request for owner's representation services and our understanding of the City's expectations, we have developed the recommended scope of work included in Exhibit A.

ANTICIPATED PROJECT SCHEDULE

Based on our discussions, we understand that the developer anticipates breaking ground on June 1, 2016; with construction completed by the end of December 2016 (7 month construction schedule).

The Kilbourne Group team has started design, and Collaborative has developed preliminary parking structure concepts. With the accelerated project schedule, we understand that it is important to complete our initial review of this concept as soon as possible. We have completed this initial review and will forward our comments upon your authorization.

CARL WALKER FEE SUMMARY

Based on our understanding of the City's objectives, we propose to provide the services outlined above on an hourly fee plus expenses basis since the extent of our effort will largely depend on how the design progresses, how the contractor performs, the construction schedule, and the quality of services provided by the Architect/Engineer of record. Our services will primarily be provided by Russ Randall, PE. We will strive to manage costs by conducting review meetings using web conferencing when possible to minimize travel costs. We estimate the following labor fees and expense costs.

Services will be invoiced monthly in accordance with ***Carl Walker's*** Construction Standard Terms and Conditions (attached) commensurate with the work performed in the prior month. Reimbursable expenses for each phase include normal travel, shipping, and reproduction.

Carl Walker, Inc. **Professional Fees & Expenses** **Roberts Street Parking Garage Owner's Representative Services**		
Project Phase	**ESTIMATED LABOR FEE**	**Estimated Expenses**
Phases 1 & 2 – Design Phase Services	$35,460	$1,500
Phases 3 & 4 – Construction Administration Services	$73,448	$10,540
TOTAL ESTIMATED LABOR & EXPENSE FEE:	**$108,908**	**$12,000**

The above fees and expenses are based upon the man-hours provided in Exhibit B, and the following assumptions:

1. *One kick off meeting via conference call (Phase 1); plus three (3) design review meetings during Phase 2*
2. *Construction Administration: Office (Phase 3) - To provide general support/consultation, review submissions and questions from the developer's design/construction team and to prepare and issue field reports/memorandums on progress of construction as described in the scope of services.*
3. *Construction Administration: Field (Phase 4) – on-site approximately ten (10) times during the 30 week construction phase, plus one punch list visit, plus an 11-month warranty review visit.*

If, as the project proceeds through design and construction, we determine that the estimated hours will be exceeded due to changes in design and/or construction modifications, construction quality issues, or schedule changes, we will notify you and request additional fee for Additional Services. Such service will be billed in accordance with the hourly rates indicated on the attached ***Carl Walker's*** Standard Terms and Conditions.

Trusting that this proposal and letter form of agreement meets with the City's acceptance, please have it executed where indicated below to serve as our agreement for these services.

We are excited about the opportunity to work with the City. Most importantly, we greatly appreciate the opportunity to assist the City in its important Mission to foster development in your community to create and maintain a vibrant and inviting place for the residents and visitors.

Please let us know if you have questions, or require additional information.

Sincerely,

CARL WALKER, INC.

Gary Cudney, P.E.
President & CEO

Russ Randall, P.E.
Principal & Project Manager

Attachments:
- Exhibit A – Scope of Work
- Exhibit B – Estimated Man-Hours
- Exhibit C - Carl Walker, Inc. Standard Terms and Conditions with Construction

Cc: Torrey Thompson, Carl Walker, Inc.

ACCEPTED BY:
City of Fargo

_____
Signature

_____
Printed Name

_____
Title

_____
Date

EXHIBIT A

Carl Walker Scope of Work

Phase 1 – Pre-Design Planning Services

The City and the developer will execute an agreement that will include the project design concept, minimum parking requirements, minimum design criteria, cost, and schedule. ***Carl Walker*** proposes to assist the City as follows:

1. *Development Agreement* – Assist in reviewing the proposed development agreement between the City and the developer. The purpose of our review will be to provide recommendations related to project quality, structural durability, schedule, and commitments regarding acceptance of work and payment.

2. *Criteria Development* - Assist in developing, or finalizing, parking structure design criteria for parking, circulation, access control, structural systems, structural detailing, mechanical/electrical systems, materials selection, etc.

3. *Concept Review* – Prior to the "official" start of design by the developers design team, we will review the conceptual parking structure design to confirm that the concept reflects an understanding and commitment to the established design criteria (and the development agreement).

4. *Pre-Design Meetings* - Participate in team meetings during the pre-design process to assist the City in making decisions related to the parking structure design and development agreement.

Phase 2 – Design Phase Participation

Attention to design, detailing, materials selection, and construction are important elements in building a user- friendly, low-maintenance parking facility. ***Carl Walker*** will assist the City in making sound economic decisions related to this parking facility. ***Carl Walker's*** scope will include:

1. *Design Meetings* - Participate in design team meetings during the design process to assist the City in making decisions related to the parking structure design. We will provide a written summary of these meetings to the City. When possible, our participation will be by web conferencing.

2. *Periodic and Final Design Submittal Review* – Review periodic and final design submittals to assess how the structure will function (entry/exit, traffic, access/revenue control, and parking), and how the structure will perform with respect to maintenance, future repairs, and service life. For each review, the documents will be reviewed for general conformance with the City's goals and directives, applicable code requirements, and parking structure standard design practice. We will also provide our opinion of how specific elements of the structure will function (parking, traffic circulation, access control, etc.), and how specific elements of the structure will perform, including long-term performance.

    - Each milestone review will include a letter report summarizing our findings and recommendations for potential improvements along with red lined copies of the drawings. If necessary, we will provide sketches to clarify the report.

3. *Telephone Support/Consultation* – Throughout the design review phase we will be available for questions from the City.

Phases 3 & 4 - Construction Administration Services

We understand that the developer's design team will continue with its responsibilities during construction, and the architect/engineer of record will not change. Their responsibilities will include review and approval of shop drawings, responding to contractor questions during construction, addressing required changes during construction, and review of the construction to determine if the work is being performed in accordance with the construction documents.

Cast-in-Place Concrete Construction

As a consultant to the City, ***Carl Walker*** will….

1. Review shop drawings that have been approved by the contractor and design team, and submitted to the City. The primary purpose of this review will be to confirm level of quality, concepts, and conformance with the parking structure criteria document.

2. Review and respond as appropriate to project correspondence, Requests for Information (RFI's), repair/modification details, and other documents for the City.

3. Review materials testing reports, including geotechnical, foundation bearing capacity, soil compaction, concrete quality, welding, etc.

4. Attend project meetings as requested by the City. These meetings may include preconstruction meeting(s), pre-concrete placement meeting, project progress meetings, etc.

5. Perform site observation of the progress and quality of the work, and confirm that, in general, the work conforms to the final construction documents.

6. Provide site observation reports and memorandum regarding project progress

7. Review contractor monthly payment requests

8. Review contractor change order requests.

9. Assist in developing a final project punch list.

10. Throughout the construction phase we will be available for questions from the City.

11. Review as-built drawings and specifications prepared by the developer's Architect/Engineer of record and close out documents and warranties prepared by the General Contractor.

12. Provide an Owner's Maintenance Manual with recommendations on the parking structure maintenance procedures and schedules (optional additional scope item at an additional fee of $5,750).

The scope of services for the Construction Administration phase must be further defined based on the City's needs, and the current responsibilities of the design and construction team.

Exclusions to our Scope of Services

1. Permits and permit applications
2. Site surveys
3. Landscape architecture review, consulting, and plans
4. Review of design or drawings for the liner building that wraps around three sides of the parking structure.
5. Detailed review of parking equipment and signage which will be provided by Interstate parking.
6. Architect or Engineer of record services (Architect, Structural, Civil, Mechanical, Electrical, Plumbing, HVAC, Fire Protection, Security, etc.)
7. Performance of structural design or analysis
8. Environmental testing review
9. Geotechnical borings, engineering, and reports
10. Services not included within our scope of services

EXHIBIT B

Carl Walker Estimated Man-Hours

Construction Schedule **30** Weeks

Roberts Street Parking Structure Owner's Representation
Carl Walker Fee Estimate
March 10, 2016

Task	Site Visits or Mtgs	G Cudney *$250.00*	T Thompson *$165.00*	R Randall *$165.00*	B Surna *$135.00*	Engineer *$115.00*	Admin *$55.00*	Total Hours
1 Phase 1 Pre-Design Planning Services								
1.1 Kick off Meeting (web conference)	1	2	2	4				8
1.2 Review Development Agreement			1	6				7
1.3 Criteria Development				6				6
1.4 Review Parking Ramp Scheme 10 Concept (Functional)		4		8				12
1.5 Meeting Summaries				2				2
1.6 Review Meeting (web conference)		1		4				5
1.7 Concept Review Letter			1	8				9
1.8 Coordination with City of Fargo			2	4				6
Total Hours	1	7	6	42	0	0	0	55
Carl Walker Fee		$1,750	$990	$6,930	$0	$0	$0	$9,670
2 Phase 2 - Design Phase Participation								
2.1 Design Coordination Meetings (in Fargo)	1			16				16
2.2 Design Coordination Meetings (web conference)	2		4	8				12
203 Meeting Summaries				4				4
2.4 Milestone #1 Review								
2.4.1 Functional Design		2		8				10
2.4.2 Structural Design				6		4		10
2.4.3 Architectural / MEP - Overview				6				6
2.4.4 Redlines & Review Letter			2	6		2		10
2.5 Milestone #2 Review								
2.5.1 Functional Design		2		8				10
2.5.2 Structural Design				6		4		10
2.5.3 Architectural / MEP - Overview				6				6
2.5.4 Redlines & Review Letter			2	6		2		10
2.6 Milestone #3 Review								
2.6.1 Functional Design		2		8				10
2.6.2 Structural Design				6		4		10
2.6.3 Architectural / MEP - Overview				6				6
2.6.4 Redlines & Review Letter			2	6		2	2	12
2.7 Coordination with Fargo			2	16				18
Total Hours	3	6	12	122	0	18	2	160
Carl Walker Fee		$1,500	$1,980	$20,130	$0	$2,070	$110	$25,790
3 Phases 3 & 4 - Construction Administration								
3.1 Review Shop Drawings after AE Review			4	24	8	24		60
3.2 Review RFI's & Contract Change Requests			4	24		8		36
3.3 Review Materials Testing Reports				4		12		16
3.4 Attend Progress Meetings & Site Observation w/ Report: 10 Site Visits	10			160				160
3.4a Field Reports				10				10
3.5 Review Contractor Pay Requests				17.5				17.5
3.6 Review Contractor Change Orders			2	24	2	4		32
3.7 Coordination with Fargo & AE/Contractor (3 hours per week)				90				90
3.8 Assist in Punch List Preparation & documentation	1			16				16
3.90 Punch List Review Meetings				0				0
3.10 Review Contractor Close-Out: Payment/AsBuilts/Warranties				8				8
3.11 11 Month Warranty Review & Letter Report	1			16				16
Total Hours	12	0	10	393.5	10	48	0	461.5
Carl Walker Fee		$0	$1,650	$64,928	$1,350	$5,520	$0	$73,448
Total Hours	13	13	28	557.5	10	66	2	676.5
Carl Walker Fee		$3,250	$4,620	$91,988	$1,350	$7,590	$110	$108,908

Reimbursable Expenses

Carl Walker, Inc

	Weeks	Trips	Units Per Trip	Unit $$	Cost	Markup	Expense
Airfare		13	1	$650.00	$8,450	1.00	$8,450
Tolls & Parking		13	1	$15.00	$195	1.00	$195
Lodging		13	1	$125	$1,625	1.00	$1,625
Meals (1 day trip)		0	1	$20	$0	1.00	$0
Meals (2 day trip)		13	1	$40	$520	1.00	$520
Reproduction	30	0.5		$10	$300	1.00	$300
Shipping	30			$15	$450	1.00	$450
Print CD's					$500	1.00	$500
Carl Walker, Inc Total Expenses							$12,040

EXHIBIT C

Carl Walker Standard Terms & Conditions for Construction

CARL WALKER, INC.
TERMS AND CONDITIONS
FOR PROJECTS INVOLVING CONSTRUCTION

Performance: ***Carl Walker***, ***Inc.*** and its employees will strive to exercise the degree of skill and care expected by customarily accepted good engineering practices and procedures. No other warranties, expressed or implied, are made with respect to ***Carl Walker's*** performance, unless agreed to in writing. ***Carl Walker*** is not a guarantor of the project to which its services are directed, and its responsibility is limited to work performed for the Client. ***Carl Walker*** is not responsible for acts or omissions of the Client, nor third parties not under its direct control.

Access To Site: Unless otherwise stated, ***Carl Walker*** will have access to the project site for activities necessary for the performance of the services. ***Carl Walker*** will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

Fees: Fees are accrued on an hourly basis, unless other arrangements are established. No increase in rate for overtime. No charges for travel time of professional staff outside of normal workday unless time is productive. Technicians may charge up to 2 hours on weekdays for travel outside of normal workday, or up to 4 hours per day for travel on weekends. The total fee, if stated, shall be understood to be an estimate, and shall not be exceeded by more than ten percent without written approval of the Client. Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered.

Expenses: Subsistence and out-of-pocket expense incurred for travel, lodging, and meals; reproduction and shipping, etc.
Cost + 15%
Company or personal auto and/or van – .66/mi
Telephone expenses shall be billed at ½% of labor fees

Equipment Usage: Approximately equal to 1% of the replacement cost per day, subject to adjustment for minimum or extended usage.

Outside Consulting, Testing, or Subcontracted Services: Cost plus 10% if Consultant has at least $500,000 Professional/General Liability Insurance, otherwise 20%. Consultants' transportation, subsistence, and out-of-pocket expenses plus 15%.

Billings/Payments: Invoices for ***Carl Walker's*** services shall be submitted, at ***Carl Walker's*** option, either upon completion of such services or on a monthly basis. Invoices shall be due and payable by the last day of the month following the month when the invoice was mailed. If the invoice is not paid when due, ***Carl Walker*** may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice.

Late Payments: Accounts unpaid by the last day of the month following the month when the invoice was mailed will be subject to a monthly service charge of 1% on the then unpaid balance (12% true annual rate). In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

Storage: Material samples not consumed in our work may be discarded 30 days after submission of the test report unless the Client requests other disposition. Charges may be made, after notification, for extended storage of materials, records, or equipment.

Safety: Field work will be performed only under safe conditions. Charges may be made for safety or security measures required by hazardous job conditions.

Insurance: The primary coverages provided by ***Carl Walker*** are $1,000,000 for general liability, $500,000 for automobile liability, $500,000 for workers' compensation, and $1,000,000 for professional liability. Umbrella coverage of $1,000,000 applies to general and automobile liability only. Coverage is subject to annual renewal.

Indemnification: The Client shall indemnify and hold harmless ***Carl Walker*** and all of its personnel from and against any and all claims, damages, losses, and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, provided that any such claim, damage, loss, or expense is caused in whole or in part by the negligent act, omission, and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except ***Carl Walker***), or anyone for whose acts any of them may be liable.

CARL WALKER, INC.
TERMS AND CONDITIONS
FOR PROJECTS INVOLVING CONSTRUCTION

Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor ***Carl Walker***, their respective officers, directors, partners, employees, contractors or sub-consultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and ***Carl Walker*** shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

Hazardous Materials: ***Carl Walker*** shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

Risk Allocation: In recognition of the relative risks, rewards, and benefits of the project to both the Client and the Firm, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, ***Carl Walker's*** total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement from any cause or causes, shall not exceed ***Carl Walker's*** fee or $50,000, whichever is greater. Such causes include, but are not limited to, ***Carl Walker's*** negligence, errors, omissions, strict liability, or breach of contract or breach of warranty.

Termination of Services: This agreement may be terminated by the Client or ***Carl Walker*** should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay ***Carl Walker*** for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

Ownership of Instruments of Service: All reports, drawings, specifications, CADD files, field data, notes and other documents and instruments prepared by ***Carl Walker*** as instruments of service shall remain the property of ***Carl Walker***. The Client understands that changes or modifications to the documents made by anyone other than ***Carl Walker*** may result in adverse consequences which ***Carl Walker*** can neither predict nor control. Therefore, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify ***Carl Walker*** from and against all claims, liabilities, losses, damages, and costs, including, but not limited to, attorney fees arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by the Client or others of the documents provided by ***Carl Walker*** under the agreement.

Applicable Laws: Unless otherwise specified, this agreement shall be governed by the laws of the state in which the ***Carl Walker*** office is located.

Mediation: In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Client and ***Carl Walker*** agree that all disputes between them arising out of or relating to this agreement or the breach thereof will be submitted to non-binding mediation in accordance with Mediation Rules agreed upon by the parties. In the event that the claim or dispute is not successfully resolved by mediation, it shall be submitted to binding arbitration under the Construction Industry Rules of the American Arbitration Association. The request for arbitration may be filed by either party no sooner than 60 days from the date of the claim and the Arbitrator(s) must be agreed upon by both parties.

Construction Administration: ***Carl Walker's*** responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the initial Contract for Construction and terminates at the earlier of the issuance to the Client of the final Certificate for Payment or 60 days after the date of Substantial Completion of the Work. ***Carl Walker*** shall provide administration of the Contract for Construction as set forth below and in the General Conditions of the Contract for Construction.

Construction Observation: ***Carl Walker***, as a representative of the Client, shall visit the site at intervals appropriate to the stage of the Contractor's operations, (1) to become generally familiar with and to keep the Client informed about the progress and quality of the portion of the work completed, (2) to endeavor to guard the Client against defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, ***Carl Walker*** shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work.

CARL WALKER, INC.
TERMS AND CONDITIONS
FOR PROJECTS INVOLVING CONSTRUCTION

General Contractor's Responsibilities for Construction and Jobsite Safety: Neither the professional activities of ***Carl Walker***, nor the presence of ***Carl Walker*** or its employees and sub-consultants at a construction/project site, shall impose any duty on ***Carl Walker***, nor relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. ***Carl Walker*** and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the General Contractor shall be solely responsible for jobsite and worker safety and agrees that this intent shall be carried out in the Client's contract with the General Contractor. The Client also agrees that the General Contractor shall defend and indemnify the Client, ***Carl Walker*** and ***Carl Walker*'s** sub-consultants. The Client also agrees that the Client, ***Carl Walker*** and the ***Carl Walker*'s** sub-consultants shall be made additional insureds under the General Contractor's policies of general liability insurance.

Deviations from Contract Documents: ***Carl Walker*** shall report to the Client known deviations from the Contract Documents by the Contractor. However, ***Carl Walker*** shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract documents. ***Carl Walker*** shall not have control over or charge of and shall not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

Certificates for Payment: ***Carl Walker*** shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. Such certification for payment shall constitute a representation to the Client, based on ***Carl Walker's*** evaluation of the Work and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of ***Carl Walker's*** knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by ***Carl Walker***. The issuance of a Certificate of Payment shall not be a representation that ***Carl Walker*** has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Client to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

Rejection of Work: ***Carl Walker*** shall have authority to reject Work that does not conform to the Contract Documents. Whenever ***Carl Walker*** considers it necessary or advisable, ***Carl Walker*** shall have authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of ***Carl Walker*** nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of ***Carl Walker*** to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

Submittals: ***Carl Walker*** shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings. Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract documents. ***Carl Walker's*** action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Client, Contractor or separate contractors, while allowing sufficient time in ***Carl Walker's*** professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. ***Carl Walker's*** review shall not constitute approval of safety precautions or, unless otherwise specifically stated by ***Carl Walker***, of any construction means, methods, techniques, sequences or procedures. ***Carl Walker's*** approval of a specific item shall not indicate approval of an assembly of which the item is a component.

CARL WALKER, INC.
TERMS AND CONDITIONS
FOR PROJECTS INVOLVING CONSTRUCTION

Contractor's Design Professionals: If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, ***Carl Walker*** shall specify appropriate performance and design criteria that such services must satisfy. Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor shall bear such professional's written approval when submitted to ***Carl Walker***. ***Carl Walker*** shall specify appropriate performance and design criteria that such services must satisfy. Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor shall bear such professional's written approval when submitted to ***Carl Walker***. ***Carl Walker*** shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

Change Orders: ***Carl Walker*** shall prepare Change Orders and Construction Change Directives, with supporting documentation and data if deemed necessary by ***Carl Walker*** for the Client's approval and execution in accordance with the Contract Documents, and may authorize minor changes in the Work not involving an adjustment in the Contract sum or an extension of the Contract Time which are consistent with the intent of the Contract Documents.

Submittals and Final Completion: ***Carl Walker*** shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, shall receive from the Contractor and forward to the Client, for the Client's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

Interpretations and Decisions: Interpretations and decisions of ***Carl Walker*** shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, ***Carl Walker*** shall endeavor to secure faithful performance by both Client and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions so rendered in good faith.

PLANNING AND DEVELOPMENT
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www.cityoffargo.com

MEMORANDUM

TO: Parking Commission

FROM: Derrick LaPoint, Planner
Joe Nigg, Senior Planner

DATE: March 21, 2016

RE: Update on Downtown Circulator (LinkFM) - Ridership

Updated 'monthly' ridership numbers are included in the attached spreadsheet. Note that ridership has seen an improvement over the last several weeks.

City staff along with representatives from the DCP and MATBUS are continuing to explore ways to increase the awareness of this downtown circulator through promotions and marketing efforts.

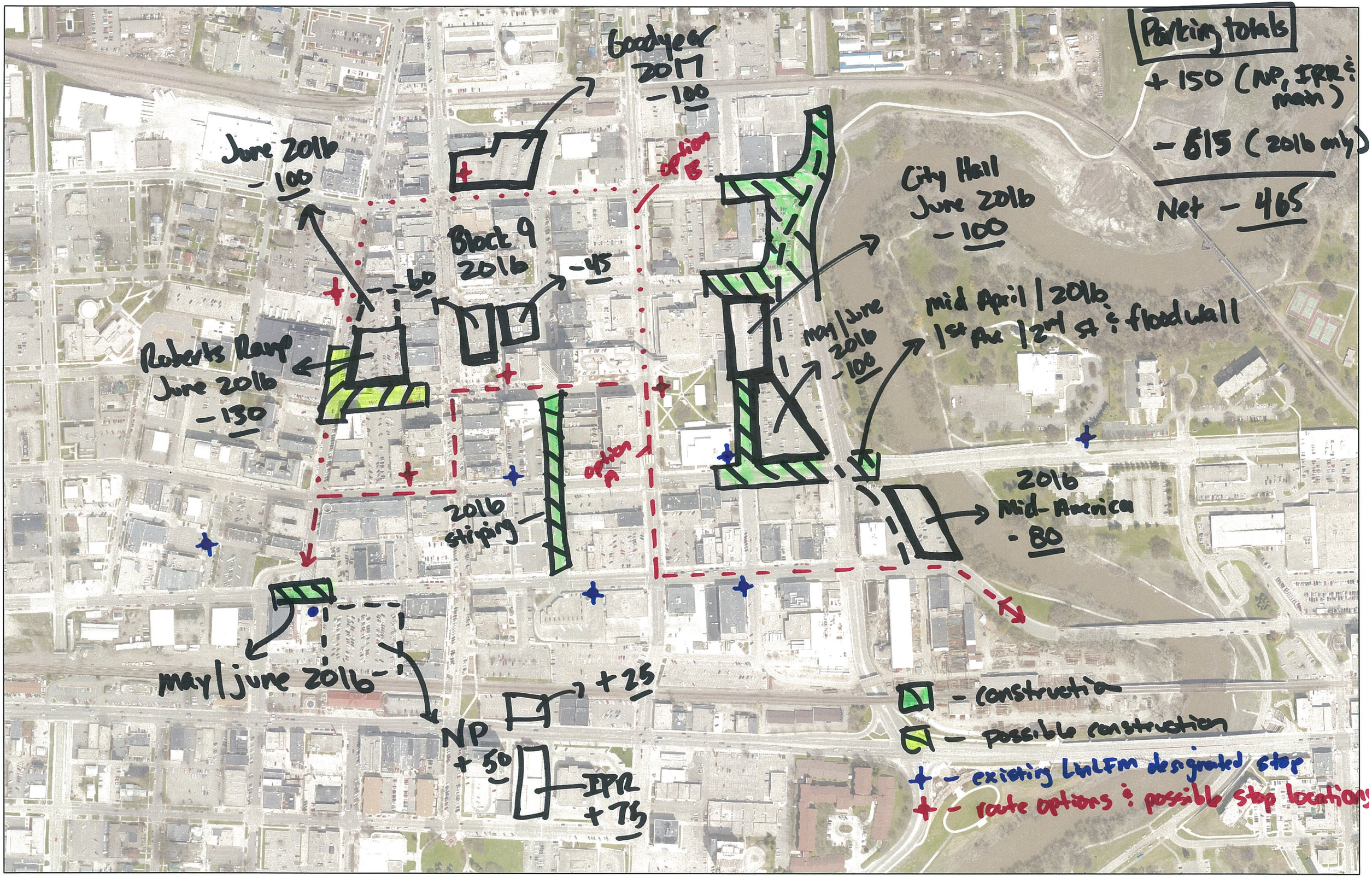
Additionally, attached is a [draft] map that begins to overlay 2016 road construction and flood mitigation projects along with other parking impacts as a result of upcoming redevelopment/infill projects. A couple critical points:

1. The current route alignment for LinkFM will be affected by the 2nd Street re-alignment and flood mitigation project. This may be an opportunity to look at route concepts to extend the route further into the 'core' area of Broadway given upcoming parking challenges in the downtown area.

2. The attached map depicts the extent of parking impacts that will result from various activities in the downtown area over the next 1-2 years. This may be a good opportunity for the City to explore some ideas to lessen the impact on business owners, employees and visitors. A couple preliminary ideas are outlined below:

    a. Extend the route and increase headway on LinkFM;
    b. Increase time zones (or eliminate time zones) on fringe blocks;
    c. Add diagonal parking.

LinkFM Ridership				
Month	Ridership	Revenue Hours	Rides / Rev Hour	
June of 2015	877	292.0	**3.00**	
July of 2015	2,750	332.5	**8.27**	***Street Fair***
August of 2015	954	287.0	**3.32**	
September of 2015	1,176	280.0	**4.20**	
October of 2015	1,382	303.0	**4.56**	
November of 2015	1,418	273.0	**5.19**	
December of 2015	1,853	297.0	**6.24**	
January of 2016	1,444	275.0	**5.25**	
February of 2016	2,434	287.0	**8.48**	***Unglued***
3/1/2016 - 3/19/2016	1,412	194.5	**7.26**	
TOTALS	15,700	2821.0	5.57	


Parking totals
+ 150 (NP, IPR & main)
- 615 (2016 only)
Net - 465
Goodyear 2017 - 100
June 2016 - 100
option B
Block 9 2016 - 45
- 60
Roberts Ramp June 2016 - 130
City Hall June 2016 - 100
may/June 2016 - 100
mid April/2016 1st Ave/2nd St & floodwall
2016 Mid-America - 80
2016 striping
option A
may/june 2016
NP + 50
+ 25
IPR + 75
- construction
- possible construction
+ - existing LinLFM designated stop
+ - route options & possible stop locations

INTERSTATE PARKING COMPANY OF ND
502 NP Avenue North
Fargo, North Dakota
Phone: (701) 235-1618
Fax: (701) 241-4243
E-Mail: ndinfo@interstateparking.com
www.fargoparking.com

MEMORANDUM

TO: Parking Commission

FROM: Interstate Parking

DATE: March 21, 2016

RE: Operations Report

Operations

The Island Park Ramp and once again the Main Avenue lot are currently open to new renters. Now that the ice rink has completely melted, the 30 stalls it occupied are once again available. In anticipation of development projects and road construction this summer, Interstate Parking met with city staff recently to discuss temporary relocation plans, changes to on-street parking, and pay station relocation and we plan to finalize these recommendations prior to April's Parking Commission meeting. I can tell you that anxiety is building especially among business owners in the area of the proposed Roberts Ramp.

						ACTUAL OCCUPANCY	
Lot	Name	Total Spaces	Available Monthly Spaces	Spaces Rented	% Sold	10 AM - Noon	2 PM - 5 PM
4001	Civic Ramp	250	225	217	96%	74%	74%
4003	3rd Ave.	40	40	46	115%	81%	79%
4004	2nd Ave. N	100	100	121	121%	81%	84%
4005	2nd Ave. S	65	25	33	132%	71%	62%
4006	NP Ave.	145	75	77	103%	64%	73%
4007	GTC	185	185	223	121%	86%	90%
4008	4th St.	174	174	293	168%	82%	87%
4009	3rd St.	145	145	225	155%	86%	90%
4010	Main Ave.	75	75	85	113%	82%	87%
4011	IPR	355	355	585	165%	72%	71%

Financial Report

Revenue was up slightly in February from January. Pay by phone participation continues to be adopted nicely, making up 12% of transient revenue in February, 3 points higher than January. There are some interesting takeaways from the pay by phone program. First and foremost, we promote pay by phone because it offers a convenience to parkers. This convenience comes at a price, $0.35 per transaction, so it hints at a premium people are willing to pay for convenience. Second, it tells us who are customers are. By evaluating where and when our pay by phone transactions are and are not occurring can guide our communication strategies in the future.

City of Fargo

2016 Revenue Report

For the Month Ending February 29, 2016:

	PK4001 Civic Center Ramp	PK4003 3rd Avenue Lot	PK4004 2nd Avenue North Lot	PK4005 2nd Avenue South Lot	PK4006 NP Avenue Lot	PK4007 GTC Ramp	PK4008 4th Street Lot	PK4009 3rd Street Lot	PK4010 Main Avenue Lot	PK4011 Island Park Ramp	Total
Monthly Parking Revenue	17,335.00	3,375.00	9,801.00	2,106.00	5,250.00	17,760.00	16,616.00	11,966.00	4,565.00	28,786.24	117,560.24
Transient Revenue	934.50	-	1,266.00	1,516.30	3,012.15	-	-	-	-	-	6,728.95
Pay by Phone	-	-	133.50	172.50	523.00	-	-	-	-	-	829.00
Validation Revenue	5,429.50	-	150.00	159.00	18.00	-	-	-	-	-	5,756.50
Violation Revenue	-	-	175.00	136.00	491.00	-	17.00	17.00	-	-	836.00
Event Revenue	-	-	-	-	-	-	-	-	-	-	-
Gross Revenue	**$ 23,699.00**	**$ 3,375.00**	**$ 11,525.50**	**$ 4,089.80**	**$ 9,294.15**	**$ 17,760.00**	**$ 16,633.00**	**$ 11,983.00**	**$ 4,565.00**	**$ 28,786.24**	**$ 131,710.69**
Credit Card Fees	(140.10)	(13.83)	(176.02)	(267.93)	(242.25)	(22.42)	(7.06)	(16.33)	(4.35)	(85.42)	(975.71)
Sales Tax	-	-	-	-	-	-	-	-	-	-	-
Special Event Payroll	-	-	-	-	-	-	-	-	-	-	-
Enforcement Payroll	-	(144.42)	(361.05)	(234.68)	(523.52)	-	(631.83)	(523.52)	(270.79)	(1,444.19)	(4,134.00)
Passport Fees	-	-	(43.12)	(41.12)	(69.11)	-	(2.00)	(2.00)	-	-	(157.35)
Management Fee	(7,878.00)	(1,260.00)	(3,151.00)	(2,048.00)	(1,589.00)	(5,830.00)	(5,514.00)	(4,569.00)	(2,363.00)	(2,780.00)	(36,982.00)
City Expenses:											
Summit #1098858	-	-	-	-	-	-	-	-	-	-	-
Moorhead Electric #1770	-	-	-	-	-	-	-	-	-	-	-
ThyssenKrupp #6000172403	-	-	-	-	-	-	-	-	-	-	-
Red River Electric #W10107	-	-	-	-	-	-	-	-	-	-	-
Red River Electric #W10120	-	-	-	-	-	-	-	-	-	-	-
Glacier Snow Mgmt. (Various)	-	-	-	-	(1,269.45)	-	-	-	-	-	(1,269.45)
Superfrog #111826	-	-	-	-	(533.75)	-	-	-	-	-	(533.75)
GTC Office Lease	-	-	-	-	-	120.00	-	-	-	-	120.00
Total Adjustments	**(8,018.10)**	**(1,418.25)**	**(3,731.19)**	**(2,591.73)**	**(4,227.08)**	**(5,732.42)**	**(6,154.89)**	**(5,110.85)**	**(2,638.14)**	**(4,309.61)**	**(43,932.26)**
Net Operating Income	**$ 15,680.90**	**$ 1,956.75**	**$ 7,794.31**	**$ 1,498.07**	**$ 5,067.07**	**$ 12,027.58**	**$ 10,478.11**	**$ 6,872.15**	**$ 1,926.86**	**$ 24,476.63**	**$ 87,778.43**

City of Fargo

2016 Revenue Report

For the Two Months Ending February 29, 2016:

	PK4001 Civic Center Ramp	PK4003 3rd Avenue Lot	PK4004 2nd Avenue North Lot	PK4005 2nd Avenue South Lot	PK4006 NP Avenue Lot	PK4007 GTC Ramp	PK4008 4th Street Lot	PK4009 3rd Street Lot	PK4010 Main Avenue Lot	PK4011 Island Park Ramp	Total
Monthly Parking Revenue	34,832.00	6,537.00	19,602.00	4,212.00	10,640.00	35,077.26	33,114.00	23,932.00	9,185.00	59,117.66	236,248.92
Transient Revenue	2,269.00	-	2,525.50	3,011.35	5,870.15	-	-	-	-	-	13,676.00
Pay by Phone	-	-	198.00	357.00	942.00	-	-	-	-	-	1,497.00
Validation Revenue	11,916.00	-	231.00	319.50	47.25	-	-	-	-	-	12,513.75
Violation Revenue	-	44.00	521.00	260.00	1,051.00	-	39.00	119.00	-	-	2,034.00
Events Revenue	-	-	-	-	-	-	-	-	-	-	-
Gross Revenue	**$ 49,017.00**	**$ 6,581.00**	**$ 23,077.50**	**$ 8,159.85**	**$ 18,550.40**	**$ 35,077.26**	**$ 33,153.00**	**$ 24,051.00**	**$ 9,185.00**	**$ 59,117.66**	**$ 265,969.67**
Credit Card Fees	(249.71)	(27.08)	(358.82)	(551.91)	(448.50)	(53.61)	(17.63)	(31.58)	(8.64)	(160.27)	(1,907.75)
Sales Tax	-	-	-	-	-	-	-	-	-	-	-
Special Event Payroll	-	-	-	-	-	-	-	-	-	-	-
Enforcement Payroll	-	(254.38)	(635.94)	(413.36)	(922.11)	-	(1,112.89)	(922.11)	(476.96)	(2,543.75)	(7,281.50)
Passport Fees	-	(15.51)	(112.05)	(65.26)	(142.94)	-	(11.21)	(15.88)	-	-	(362.85)
City Expenses:											
Electric	(902.38)	-	-	-	-	(178.75)	-	-	-	-	(1,081.13)
Signage	-	-	-	-	-	(533.75)	-	-	-	-	(533.75)
NP Snow Removal	-	-	-	-	-	(1,269.45)	-	-	-	-	(1,269.45)
Management Fee	(15,756.00)	(2,520.00)	(6,302.00)	(4,096.00)	(3,178.00)	(11,660.00)	(11,028.00)	(9,138.00)	(4,726.00)	(5,560.00)	(73,964.00)
GTC Office Lease	-	-	-	-	-	240.00	-	-	-	-	240.00
Total Adjustments	**(16,908.09)**	**(2,816.97)**	**(7,408.81)**	**(5,126.53)**	**(4,691.55)**	**(13,455.56)**	**(12,169.73)**	**(10,107.57)**	**(5,211.60)**	**(8,264.02)**	**(86,160.43)**
Net Operating Income	**$ 32,108.91**	**$ 3,764.03**	**$ 15,668.69**	**$ 3,033.32**	**$ 13,858.85**	**$ 21,621.70**	**$ 20,983.27**	**$ 13,943.43**	**$ 3,973.40**	**$ 50,853.64**	**$ 179,809.24**

PLANNING AND DEVELOPMENT
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MEMORANDUM

TO: Parking Commission

FROM: Derrick LaPoint, Planner

DATE: March 22, 2016

RE: Updates

Downtown City Center Comprehensive Plan. In December the City issued an RFP seeking proposals from consulting teams to lead a downtown planning effort to create a 20-year strategic plan or city center comprehensive plan. The intent of the project is to build upon past downtown planning efforts (ie. 2002 & 2007 Framework Plans, Riverfront Master Plan, etc) while also building on key initiatives outlined within the GO2030 Comprehensive Plan. As drafted within the RFP, the City is seeking a strategic plan that will guide public infrastructure, public and private investment and decision making in the downtown area.

The submission deadline was January 29th and the City received eighteen (18) proposals. A selection committee appointed by the City Commission narrowed the list of candidate firms to five (5); and in-person interviews were conducted on March 17th and 18th. The selection committee should have a final recommendation formulated for City Commission consideration on March 28th. A final scope of work and contract should be completed in early April.

Note that 'parking' is one of the seven (7) critical items highlighted in the RFP that needs to be addressed through this planning process.

Marketing Sub-Committee. In November the Parking Commission formalized a marketing sub-committee with the intent that this group would start working to improve the visibility of the downtown parking program – with the overarching goal of further improving the delivery of parking services in the downtown core. The sub-committee has been meeting periodically since November and will continue to meet on at least on a monthly basis for the foreseeable future. A few priority items are outlined below:

1. ~~Development of downtown informational flyer to accompany 'warning tickets' (completed)~~

2. ~~Creation of informational materials for use by merchants (completed)~~
3. General marketing strategic plan and budget (on-going)
4. Parking brochure update (Parking Guide, DRP3);
5. Signage.

Civic Ramp and Island Park Ramp Condition Assessment RFP. At the November meeting the Parking Commission approved the issuance of a RFP to secure a professional engineering consultant to complete a condition and structural assessment at both the Civic Ramp and the Island Park Ramp in 2016. The submission deadline was January 15th and the City has received four (4) proposals.

At the January Parking Commission meeting a selection committee was established, with Commissioner Williams and Brian Hayer to represent the Parking Commission. Initially, city staff was aiming to have the proposals reviewed and a decision finalized in February; however, it appears that this process will be initiated in late February or early March. At this point, the goal is to have a contract to City Commission to be executed in late March or early April.

GTC Garage Condition Assessment RFP. In October the City released a RFP to complete concrete deck repairs at the GTC as well as a structural and mechanical assessment of the GTC garage. A total of five (5) proposals were received and the selection committee completed interviews with three (3) consulting teams during the week of January 11th. The selection committee has made a decision to pursue a contract with KLJ Engineering and Trogstad Engineering to complete this project. The deck repair project will include the full range of services (design, plan/spec preparation, bidding and construction management) while the 'parking' component for the underground garage will be an "assessment" only. As such, in terms of the garage, the final product will be a facility maintenance and capital improvement plan based on any structural, mechanical, maintenance and security recommendations. A final scope of work and contract has been prepared and this should be ready for presentation to City Commission for execution on March 28th.