2012 Fargo Parking Evaluation



Parking Organizational Analysis



2012 Parking Demand Study Update

2012 Parking Study Update

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Introduction

In September, 2003, a study was undertaken to ascertain the optimal location, needed capacity, and schematic design for a parking structure in Downtown Fargo. After evaluating several locations, the site on Block 8 (referred to as the US Bank Block) was determined to be the location that would best meet future demand and optimal size was considered to be approximately 354 spaces.

That study was updated in 2007 to determine if the size recommended by the 2003 Study was still appropriate for that location. Based on actual and anticipated development, the 2007 update recommended a 507-space facility. Again, since the completion of the 2007 update, there have been several changes in Downtown Fargo. The Parking Commission recently recommended to the City Commission that the City proceed with construction of a parking ramp either on the US Bank block or on the block located east of Roberts Street and north of 2nd Avenue. See Appendix 1 for background information.

The City Commission gave the Parking Commission permission to:

- Proceed with a parking demand study; and
- Contact property owners of the Roberts Street site to determine the possibility of acquiring property to construct a parking structure.

This Study represents an update to the original 2003 Parking Study and the 2007 Update. The overall Study Area for this 2011 Update was expanded considerably from the past efforts. However, when analyzing the specific areas for future parking demand, only blocks that were contiguous or touching on the corners were included. The comprehensive data can be used to expand a capture area or to analyze specific scenarios.

The argument could be made that blocks located further away could be included – and that is true; however in the interest of comparability with previous studies, the aforementioned method was used. Should further analysis be warranted, or should there be compelling reasons for including other blocks, they can easily be added from the comprehensive data tables.

It has been suggested to the Metropolitan Council of Governments (Metro COG) that they collect parking supply and demand data as part of the annual surveillance and monitoring effort. Every other year would be sufficient for this type of data. This routine parking data collection would assist in ongoing analysis of parking issues, but is also becoming more and more important in corridor studies.

The approximate boundaries for this Study Area were 10th Street; 1st Ave South; 5th Street North; and 2nd Street. The Study Area is shown in Figure 1. Much of the Study Area is outside of the primary capture area for a proposed ramp; however the parking demand and supply in the outlying areas affects neighboring blocks; and knowledge of the overall system helps gain an understanding of specific areas within the Downtown.



Current Parking Inventory

There were a total of 3,766 public parking spaces in the Study Area: 1,622 (21%) on-street, and 2,144 (79%) off-street. The on-street parking and some of the off-street parking was open for public parking, but the private parking not available to the public was the largest category (3,904 spaces). The entire on- and off-street parking inventory is presented in Table 1.

Table 1											
Cı	urrent Invent	ory By Block									
Block #	On-Street	Off-Street	Total								
1	16	70	86								
2	30	50	80								
3	58	200	258								
4	51	168	219								
5	99	257	356								
6	57	40	97								
7	56	137	193								
8	59	108	167								
9	43	274	317								
10	82	95	177								
11	56	60	116								
12	54	0	54								
13	66	190	256								
14	59	55	114								
15	45	225	270								
16	44	435	479								
17	38	106	144								
18	58	70	128								
19	25	54	79								
20	34	211	245								
21	21	94	115								
22	67	192	259								
23	18	59	77								
24	46	135	181								
25	38	125	163								
26	60	171	231								
27	55	153	208								
28	72	30	102								
29	36	478	514								
30	32	106	138								
31	17	50	67								
32	40	654	694								
33	36	95	131								
34	11	97	108								
35	0	145	145								
36	43	659	702								
Total	1622	6048	7670								
%	21%	79%									

Public Off-Street Parking Facilities

Public off-street parking that provides hourly and monthly parking opportunities is located at 13 locations in the Study Area. 2 of the facilities are privately owned and operated, 11 are owned and operated by the City of Fargo. There are several other privately owned parking lots in the study area; however they are not available for the public for rental. The locations, capacities, and ownership status are presented in Table 2.

	Table 2										
Public Off-Street Parking											
Block #	Name	Spaces	Ownership								
5	2nd Ave N Lot	100	Public								
8	3rd Ave Lot	40	Public								
9	Radisson Ramp	250	Public								
10	2nd Ave S Lot	65	Public								
14	State Bank	45	Private								
16	NP Ave Lot	146	Public								
22	First Presbyterian Lot	75	Private								
29	Civic Center Lot	450	Public								
32	GTC Garage	200	Public								
32	4th Street Lot	174	Public								
32	Main Avenue Lot	77	Public								
35	3rd Street Lot	145	Public								
36	Island Park Ramp	377	Public								
Total		2144									

On-Street Parking Occupancy Counts

On-street occupancy counts for blocks 1-36 were conducted between 9:00 a.m. and 4:00 p.m. on Wednesday, August 31, 2011 and again on Thursday, September 1, 2011. The weather was very mild and the only factor of note that affected demand atypically was the "Cruising Broadway" event. Even though the cars are not supposed to park until after 4:30 p.m., some of the participants come early to get a good spot. Although a factor, it was a somewhat normal occurrence for Downtown and was not considered to have altered the results appreciably. Counts on blocks 26-36 were conducted during the second and third weeks in November and actual counts were done during the peak hours of 11:00 a.m., 12:00 p.m., and 1:00 p.m. Counts for the other hours were extrapolated from average occupancy data from all of the blocks during those times.

As shown in Table 3, of the 1,622 on-street spaces surveyed, 874 (54%) were occupied at the peak hour of 12:00 p.m. This was the overall peak hour for on-street parking during the survey.

Detailed on-street parking count data are included as Appendix 2. These data present occupancy by block face, and can therefore be used to identify specific high-occupancy locations. For example, the parking around Barry and Klai Halls (Blocks 19, 20, 21, and 22) is heavily used. In the core of the Downtown, on-street parking on and near Broadway is also heavily used.

Table 3												
	On-Stree	t Parkin	g Occupa	ncy, Wed	nesday, A	August 3	1, 2011					
Block #	Capacity	9 a.m.	10 a.m.	11 a.m.	12 p.m.	1 p.m.	2 p.m.	3 p.m.	4 p.m.			
1	16	6	7	6	9	5	6	9	4			
2	30	2	3	6	8	12	8	8	7			
3	58	27	30	30	31	33	30	28	25			
4	51	14	21	14	14	13	7	18	17			
5	99	35	47	42	61	46	42	39	44			
6	57	16	17	24	33	30	28	34	29			
7	56	32	24	25	20	25	23	19	30			
8	59	20	17	33	45	38	25	28	29			
9	43	14	12	18	23	21	14	18	10			
10	82	35	30	45	57	51	41	45	52			
11	56	23	27	37	49	39	36	31	35			
12	54	11	16	22	28	26	24	21	22			
13	66	27	18	29	49	38	33	32	39			
14	59	20	19	33	29	35	21	23	25			
15	45	15	17	11	12	18	25	19	24			
16	44	8	11	17	37	24	27	31	25			
17	38	15	20	30	17	15	17	15	18			
18	58	13	17	20	28	20	21	19	17			
19	25	23	25	24	21	22	25	16	13			
20	34	30	25	31	24	27	30	28	29			
21	21	17	19	21	18	16	15	16	14			
22	67	36	33	29	28	37	46	25	23			
23	18	14	15	19	13	13	16	12	11			
24	46	24	26	27	30	27	32	26	27			
25	38	18	17	19	22	22	26	23	21			
26	60	24	24	31	25	30	28	26	16			
27	55	18	23	25	29	23	22	19	24			
28	72	13	23	21	32	32	25	25	26			
29	36	4	5	4	11	15	9	8	7			
30	32	10	11	13	14	15	11	12	10			
31	17	4	4	6	8	8	6	6	5			
32	40	7	11	9	11	19	16	16	12			
33	36	8	10	13	13	10	14	12	10			
34	11	7	6	9	9	5	7	5	4			
35	0	0	0	0	0	0	0	0	0			
36	43	8	13	6	16	12	13	11	13			
Total	1622	598	643	749	874	822	769	723	717			
%	100%	37%	40%	46%	54%	51%	47%	45%	44%			

Off-Street Parking Occupancy Counts As shown in Table 4 below, the peak hour for off-street parking on Wednesday, August 31 was 11:00 a.m. when 3513 (58%) of the 6,048 spaces were occupied.

Table 4												
	Off-Stree	et Parkin	g Occupa	ncy, Wed	nesday, A	August 3	1, 2011					
Block #	Capacity	9 a.m.	10 a.m.	11 a.m.	12 p.m.	1 p.m.	2 p.m.	3 p.m.	4 p.m.			
1	70	20	24	26	25	27	27	20	15			
2	50	23	25	30	29	27	25	32	30			
3	200	102	116	130	125	118	116	115	113			
4	168	117	135	151	145	137	135	86	84			
5	257	122	133	162	151	146	148	137	133			
6	40	10	10	13	13	12	10	10	8			
7	137	48	54	62	59	56	54	63	61			
8	108	60	68	74	66	65	68	63	60			
9	274	189	223	223	205	202	205	205	177			
10	95	43	48	52	53	51	47	55	49			
11	60	26	28	33	32	30	28	30	28			
12	0	0	0	0	0	0	0	0	0			
13	190	73	83	94	90	85	83	79	77			
14	55	37	37	41	49	38	40	36	31			
15	225	117	134	150	144	136	134	133	131			
16	435	174	174	279	234	259	200	170	157			
17	106	42	42	66	53	50	49	41	38			
18	70	28	28	54	30	33	32	27	25			
19	54	40	44	46	32	35	34	32	27			
20	211	101	114	119	120	133	121	104	98			
21	94	40	47	48	50	53	57	61	55			
22	192	94	95	153	101	118	92	120	83			
23	59	32	35	39	39	41	40	43	40			
24	135	48	50	58	58	59	54	45	40			
25	125	71	70	75	71	73	71	67	60			
26	171	68	68	93	70	114	79	67	62			
27	153	61	61	101	98	98	83	60	55			
28	30	12	12	20	16	16	17	11.7	10.8			
29	478	220	230	236	235	235	234	236	225			
30	106	42	42	44	48	50	33	41	38			
31	50	20	22	28	29	24	27	28	25			
32	654	288	290	303	303	335	340	297	260			
33	95	38	40	43	42	43	47	45	39			
34	97	39	39	97	95	92	95	86	74			
35	145	58	80	91	68	89	75	75	75			
36	659	264	265	279	267	287	286	275	270			
Total	6048	2768	2967	3513	3245	3367	3186	2996	2754			
%	100%	46%	49%	58%	54%	56%	53%	50%	46%			

Off-Street Public Parking Occupancy Counts

Of the 2,138 off-street spaces that were open for public parking, 56% were occupied during the peak hour of 11:00 a.m. on Wednesday, August 31. These data are presented in Table 5.

According to the November 2011 operator's report, 1,314 (79%) of the 1,669 city-owned public parking spaces were rented (See Appendix 3). This figure is a bit misleading as the number of spaces available in the Civic Center Lot is listed as "100". There are actually 475 spaces in that lot, but many of them are used by City employees and revenue is not collected for these spaces. 100 is the number that was agreed upon as the limit for contract rentals so there would be adequate space for employees and occasional events at the Civic Center complex.

	Table 5													
	Off-Str	reet Pub	lic Parkin	g Occupa	ncy, Wed	nesday,	August 3	31, 2011						
Block #	Capacity	9 a.m.	10 a.m.	11 a.m.	12 p.m.	1 p.m.	2 p.m.	3 p.m.	4 p.m.	Average				
5-2nd Ave N	100	57	63	79	71	71	75	68	66	69%				
Lot	100%	57%	63%	79%	71%	71%	75%	68%	66%	69%				
	40	23	27	27	20	22	27	28	27	63%				
8-3rd Ave	100%	58%	68%	68%	50%	55%	68%	70%	68%	63%				
	250	166	198	193	176	175	180	169	143	70%				
9-Radisson	100%	66%	79%	77%	70%	70%	72%	68%	57%	70%				
10-2nd Ave S	65	27	31	31	33	32	30	31	27	47%				
Lot	100%	42%	48%	48%	51%	49%	46%	48%	42%	47%				
	34	28	29	30	28	28	32	27	24	83%				
14-State Bank	100%	82%	85%	88%	82%	82%	94%	79%	71%	83%				
	146	75	98	110	80	105	100	85	85	63%				
16-NP Ave	100%	51%	67%	75%	55%	72%	68%	58%	58%	63%				
22-	80	51	47	49	55	43	45	42	43	59%				
Presbyterian	100%	64%	59%	61%	69%	54%	56%	53%	54%	59%				
29-Civic	450	225	225	236	235	230	230	230	230	51%				
Center	100%	50%	50%	52%	52%	51%	51%	51%	51%	51%				
32-GTC	200	109	119	129	123	128	127	125	120	61%				
Garage	100%	55%	60%	65%	62%	64%	64%	63%	60%	61%				
	174	50	60	64	73	81	80	75	74	40%				
32-4th St Lot	100%	29%	34%	37%	42%	47%	46%	43%	43%	40%				
32-Main Ave	77	20	22	29	28	26	25	24	23	32%				
Lot	100%	26%	29%	38%	36%	34%	32%	31%	30%	32%				
	145	68	74	91	86	68	65	64	60	50%				
35-3rd St Lot	100%	47%	51%	63%	59%	47%	45%	44%	41%	50%				
	377	119	128	139	123	135	134	127	122	34%				
36-IP Ramp	100%	32%	34%	37%	33%	36%	36%	34%	32%	34%				
Total	2138	1018	1121	1207	1131	1144	1150	1095	1044	52%				
	100%	48%	52%	56%	53%	54%	54%	51%	49%	52%				

On- and Off-Street Parking Occupancy Counts

The peak hour for on- and off-street parking occupancy occurred at 11:00 a.m. on Wednesday, August 31 when 56% of the on-street spaces were occupied (see Table 6).

Table 7 presents a summary of the peak hour for on- and off-street occupancy for Wednesday, August 31. As can be seen, of the total 7,670 parking spaces in the Study Area, 4262 were occupied at 11:00 a.m. on August 31. This represented peak occupancy of 57%.

Off-street occupancy was strong in most areas of the Downtown with concentrations of demand along Broadway and the federal buildings. During the peak hour of 11:00 .m. on Wednesday, August 31, 58% of the off-street spaces were occupied.

The combined on- and off-street demand reflected the same trends that were apparent in the onand off-street locations. There was high usage along the Broadway corridor (Blocks 4, 8, 9, and 11) and again near NDSU facilities (Blocks 19 and 22). Block 34 also showed very high usage. High usage in Block 34 was in great part due to Ameripride's high number of employees and the efficient use of the space surrounding this location.

				Table 6					Table 6												
Or	n- and Off-S	Street Pa	arking Oc	cupancy,	Wednesd	ay, Augı	ust 31, 2	011													
Block #	Capacity	9 a.m.	10 a.m.	11 a.m.	12 p.m.	1 p.m.	2 p.m.	3 p.m.	4 p.m.												
1	86	26	31	32	34	32	33	29	19												
2	80	25	28	36	37	39	33	40	37												
3	258	129	146	160	156	151	146	143	138												
4	219	131	156	165	159	150	142	104	101												
5	356	157	180	204	212	192	190	176	177												
6	97	26	27	37	46	42	38	44	37												
7	193	80	78	87	79	81	77	82	91												
8	167	80	85	107	111	103	93	91	89												
9	317	203	235	241	228	223	219	223	187												
10	177	78	78	97	110	102	88	100	101												
11	116	49	55	70	81	69	64	61	63												
12	54	11	16	22	28	26	24	21	22												
13	256	100	101	123	139	123	116	111	116												
14	114	57	56	74	78	73	61	59	56												
15	270	132	151	161	156	154	159	152	155												
16	479	182	185	296	271	283	227	201	182												
17	144	57	62	96	70	65	66	56	56												
18	128	41	45	74	58	53	53	46	42												
19	79	63	69	70	53	57	59	48	40												
20	245	131	139	150	144	160	151	132	127												
21	115	57	66	69	68	69	72	77	69												
22	259	130	128	182	129	155	138	145	106												
23	77	46	50	58	52	54	56	55	51												
24	181	72	76	85	88	86	86	71	67												
25	163	89	87	94	93	95	97	90	81												
26	231	92	92	124	95	144	107	93	78												
27	208	79	84	126	127	121	105	79	79												
28	102	25	35	41	48	48	42	37	37												
29	514	224	235	240	246	250	243	244	232												
30	138	52	53	57	62	65	44	53	48												
31	67	24	26	34	37	32	33	34	30												
32	694	295	301	312	314	354	356	313	272												
33	131	46	50	56	55	53	61	57	49												
34	108	46	45	106	104	97	102	91	78												
35	145	58	80	91	68	89	75	75	75												
36	702	272	278	285	283	299	299	286	283												
Total	7670	3366	3610.2	4262	4119	4189	3955	3719	3471												
%	100%	44%	47%	56%	54%	55%	52%	48%	45%												

				Т	able 7				
		Summary	Peak-Hour Oc	cupancy (1	1:00 a.m. W	ednesday, Au	gust 31, 20	11)	
	C	On-Street Pa	irking	0	Off-Street Pa	rking		Total Park	ng
Block #	Capacity	Occupied	% Occupied	Capacity	Occupied	% Occupied	Capacity	Occupied	% Occupied
1	16	9	56%	70	26	37%	86	35	41%
2	30	8	27%	50	30	60%	80	38	48%
3	58	31	53%	200	130	65%	258	161	62%
4	51	14	27%	168	151	90%	219	165	75%
5	99	61	62%	257	162	63%	356	223	63%
6	57	33	58%	40	13	33%	97	46	47%
7	56	20	36%	137	62	45%	193	82	42%
8	59	45	76%	108	74	69%	167	119	71%
9	43	23	53%	274	223	81%	317	246	78%
10	82	57	70%	95	52	55%	177	109	62%
11	56	49	88%	60	33	55%	116	82	71%
12	54	28	52%	0	0	0%	54	28	52%
13	66	49	74%	190	94	49%	256	143	56%
14	59	29	49%	55	41	75%	114	70	61%
15	45	12	27%	225	150	67%	270	162	60%
16	44	37	84%	435	279	64%	479	316	66%
17	38	17	45%	106	66	62%	144	83	58%
18	58	28	48%	70	54	77%	128	82	64%
19	25	21	84%	54	46	85%	79	67	85%
20	34	24	71%	211	119	56%	245	143	58%
21	21	18	86%	94	48	51%	115	66	57%
22	67	28	42%	192	153	80%	259	181	70%
23	18	13	72%	59	39	66%	77	52	68%
24	46	30	65%	135	58	43%	181	88	49%
25	38	22	58%	125	75	60%	163	97	60%
26	60	25	42%	171	93	54%	231	118	51%
27	55	29	53%	153	101	66%	208	130	63%
28	72	32	44%	30	20	67%	102	52	51%
29	36	11	31%	478	236	49%	514	247	48%
30	32	14	44%	106	44	42%	138	58	42%
31	17	8	47%	50	28	56%	67	36	54%
32	40	11	28%	654	303	46%	694	314	45%
33	36	13	36%	95	43	45%	131	56	43%
34	11	9	82%	97	97	100%	108	106	98%
35	0	0	0%	145	91	63%	145	91	63%
36	43	16	37%	659	279	42%	702	295	42%
Total	1,622	874	54%	6,048	3,513	58%	7,670	4,387	57%

Broadway Corridor Parking Occupancy

On-street parking was analyzed on the block faces on Broadway between NP Ave. and 5th Ave N on Wednesday, August 31 and again on Thursday, September 1, 2011. Table 8 shows that 76% of the on-street spaces were occupied at noon on Wednesday, August 31. Occupancy was very high, oftentimes exceeding the 85% target occupancy that seems to provide readily available and convenient parking. Also of note was that occupancy peaked at noon, dipped slightly, and then was on the upturn again in the late afternoon. This would seem to indicate an increase in activity, hence parking demand, in the late afternoons and early evenings.

					Table 8										
	On-Street Parking Occupancy on Broadway, Wednesday August 31, 5th Ave - NP Ave														
Block #	Capacity	9 a.m.	10 a.m.	11 a.m.	Noon	1 p.m.	2 p.m.	3 p.m.	4 p.m.	Peak Hr					
2E	22	1	1	2	6	10	3	4	3	27%					
3W	13	0	1	2	5	4	4	3	4	38%					
5E	35	16	15	17	34	30	25	18	24	97%					
6W	17	2	5	11	13	9	9	9	12	76%					
8W	15	5	7	10	15	14	11	7	11	100%					
10E	18	15	13	13	17	15	10	9	8	94%					
11W	18	13	15	17	18	14	15	17	18	100%					
13E	23	8	3	8	17	12	11	7	13	74%					
14W	20	9	7	15	13	12	14	11	13	65%					
Total	181	69	67	95	138	120	102	85	106	76%					
%	100%	38%	37%	52%	76%	66%	56%	47%	59%						

Table 9 presents the Broadway (5th Ave – NP Ave) on-street parking occupancy on Thursday, September 1. Peak occupancy on the Broadway corridor (82%) occurred at noon. Overall occupancy was very high along the entire corridor. The occupancy rate of 105% on Block 14 can be accounted for by illegal parking (fire hydrant, alley, etc.) which occurs more frequently when spaces are not available.

	Table 9														
	On-Street Parking Occupancy on Broadway, Thursday, September 1, 5th Ave - NP Ave														
Block #	Capacity	9 a.m.	10 a.m.	11 a.m.	Noon	1 p.m.	2 p.m.	3 p.m.	4 p.m.	Peak Hr					
2E	22	0	1	4	9	2	6	5	6	41%					
3W	13	1	0	2	4	3	2	4	5	31%					
5E	35	7	15	12	33	25	19	21	18	94%					
6W	17	1	5	7	16	13	15	16	4	94%					
8W	15	6	5	12	13	11	12	7	10	87%					
10E	18	7	11	16	15	11	14	13	10	83%					
11W	18	10	14	17	17	19	16	17	12	94%					
13E	23	7	5	4	20	18	10	5	7	87%					
14W	20	14	12	15	21	17	14	18	10	105%					
Total	181	53	68	89	148	119	108	106	82	82%					
%	100%	29%	38%	49%	82%	66%	60%	59%	45%						

Land Use Analysis

The land use information from the previous studies was updated, and is presented in Table 10. There was approximately 3.9 million square feet of space within the Study Area. The two largest land use categories were Office/Bank (28.8%) and Residential (22.9%). Hotel/Motel accounted for 4.9%; Retail Service 10.5%; Government accounted for 17.4%; Industrial/Warehouse for 6.1%; and Eating/Drinking for 3.4%. Automotive, Social/Religious, and Other accounted for the remaining 5.8%.

The emergence of Residential as a primary land use was apparent in the 2003 Study, and an increase was noted in the 2007 update. The percentage decrease reflected in this Study is a bit misleading; overall residential use increased, but due to the larger study area, a percentage decrease is shown.

Land Use By Block Office/ Retail/ Eating/ Social/ Industrial/W Hotel/ Other/Usable Block # Bank Government Service Drinking Auto. Residential Religious arehouse Motel Basement 1 5,840 20,160 0,400 0,400 147,017 29,256 5	Total 35,096 77,207 52,576 244,283
Office/ Block # Office/ Bank Retail/ Government Retail/ Service Eating/ Drinking Auto. Residential Residential Social/ Religious Industrial/W arehouse Hotel/ Motel Other/Usable Basement 1 5,840	Total 35,096 77,207 52,576 244,283
Block # Bank Government Service Drinking Auto. Residential Religious arehouse Motel Basement 1 5,840	Total 35,096 77,207 52,576 244,283
1 5,840 29,256 29,256	35,096 77,207 52,576 244,283
	77,207 52,576 244,283
2 20,100 9,400 - 47,647	52,576 244,283
3 1,811 - 21,733 - 9,420 14,612 5,000	244,283
4 - 162,654 50,510 31,119	004045
5 58,039 - 44,686 35,351 - 57,212 8,757	204,045
6 43,790 - 13,807 19,130 - 59,855	136,582
7 82,885 20,320 3,250	106,455
8 27,126	27,126
9 111,183 19,323 14,586 115,609	260,701
10 89,256 53,649 6,625 82,302 - 20,070	251,902
11 78,370 25,585 4,500 27,350 21,000	156,805
12 74,192 25,076	99,268
13 19,468 13,467 52,454 16,116 167,242	268,747
14 12,956 4,536 3,584 3,584	24,660
15 24,300 30,800	55,100
16 12,156 77,758 8,800 12,156 37,065 47,965	195,900
17 24,485 28,335 10,256	63,076
18 12,180 17,245 7,612 64,338 2,660	104,035
19 9,764 23,146 8,035	40,945
20 155,800	155,800
21 27,628 16,659	44,287
22 30,530 58,186 15,375 26,162	130,253
23 12,841 2,490 18,569	33,900
24 18,453 13,104 79,923 46,153	157,633
25 4,800 23,100 92,700	115,800
26 29,140 5,126 5,550 63,116	102,932
27 21,660 60,733	82,393
28 114,128	114,128
29	-
30 4.000 48.806 7.000 15.560 8.680	84.046
31 15,375 19,929 19,600	54,904
32 107.117 20.000	127,117
33 31,500 41,102 24,787	97,389
34 32,346 51.651	83.997
35	-
36 186.377	186.377
Total 1.148.233 690.442 418.221 134.975 61.985 911.513 141.339 242.388 197.342 33.827	3.975.465
% 28.88% 17.37% 10.52% 3.40% 1.56% 22.93% 3.56% 6.10% 4.96% 0.85%	100.12%

Table 11 presents information regarding occupancy within the Study Area. Of the 3.9 million square feet of space available, approximately 3.7 (95%) million square feet were occupied. The rates of occupancy may be a bit low as most of the figures were based on staff knowledge of current conditions. When there was insufficient knowledge to make estimates, a 15% vacancy figure was used for office, government and retail space. 100% occupancy was assumed for other uses.

	Table 11											
			Occup	ied Space	By Land	Use Category	/ And Block					
	Office/	Govern-		Eating/			Social/	Industrial/W	Hotel/	Other/		
Block #	Bank	ment	Retail/ Service	Drinking	Auto.	Residential	Religious	arehouse	Motel	Basement	Total	
1	5,840	0	0	0	0	0	0	29,256	0	0	35,096	
2	-	0	20,160	9,400	0	47,647	0	0	0	0	77,207	
3	1,811	0	21,733	0	9,420	14,612	0	0	0	5000	52,576	
4	-	162,654	-	-	-	50,510	31,119	0	0	0	244,283	
5	40,039	0	38,686	35,351	0	42,212	0	0	0	8,757	165,045	
6	43,790	0	10,407	14,630	0	48,375	0	0	0	0	117,202	
7	82,885	20,320	3,250	0	0	0	0	0	0	0	106,455	
8	27,126	0	0	0	0	0	0	0	0	0	27,126	
9	111,183	19,323	0	0	14,586	0	0	0	115,609	0	260,701	
10	85,256	0	46,149	6,625	0	82,302	0	0	0	20,070	240,402	
11	78,370	0	25,585	4,500	0	27,350	0	0	21,000	0	156,805	
12	74,192	0	0	0	0	25,076	0	0	0		99,268	
13	13,468	13,467	23,454	16,116	0	167,242	0	0	0	0	233,747	
14	12,956	0	4536	3584	0	3584	0	0	0	0	24,660	
15	-	0	15900	0	0	0	0	30,800	0	0	46,700	
16	10,333	77,758	7,480	12,156	-	37,065	-	47,965	-	-	192,757	
17	20,812	-	24,085	-	-	10,256	-	-	-	-	55,153	
18	10,353	-	14,658	7,612	-	64,338	2,660	-	-	-	99,621	
19	8,299	-	-	-	-	23,146	8,035	-	-	-	39,480	
20	-	155,800	-	-	-	-	-	-	-	-	155,800	
21	23,484	-	-	-	-	16,659	-	-	-	-	40,143	
22	25,951	58,186	-	15,375	-	-	26,162	-	-	-	125,674	
23	10,915	-	-	-	2,490	18,569	-	-	-	-	31,974	
24	15,685	-	11,138	-	-	79,923	46,153	-	-	-	152,899	
25	4,080	-	19,635	-	-	92,700	-	-	-	-	116,415	
26	24,769	-	-	5,126	-	-	5,550	63,116	-	-	98,561	
27	-	-	-	-	-	-	21,660	-	60,733	-	82,393	
28	-	114,128	-	-	-	-	-	-	-	-	114,128	
29	-	-	-	-	-	-	-	-	-	-	0	
30	3,400	48,806	5,950	-	15,560	8,680	-	-	-	-	82,396	
31	-	-	13,069	-	19,929	-	-	19,600	-	-	52,598	
32	91,049	20,000	-	-	-	-	-	-	-	-	111,049	
33	26,775	-	34,937	-	-	24,787	-	-	-	-	86,499	
34	27,494	-	-	-	-	-	-	51,651	-	-	79,145	
35	-	-	-	-	-	-	-	-	-	-	0	
36	158,420	-	-	-	-	-	-	-	-	-	158,420	
Total	1,038,735	690,442	340,812	130,475	61,985	885,033	141,339	242,388	197,342	33,827	3,762,378	
% Occupied	27.61%	18.35%	9.06%	3.47%	1.65%	23.52%	3.76%	6.44%	5.25%	0.90%	100%	
% Vacant	2.75%	0.00%	1.95%	0.11%	0.00%	0.67%	0.00%	0.00%	0.00%	0.00%	5.36%	

Parking Demand Calculations

Table 12 lists the average parking demand ratios by land use category. These were included in the 2003 and 2007 Studies. Specific land use categories are presented in column 1. Average suburban ratios are presented in column 2. A range of demand ratios from several Downtown parking studies is shown in column 3; and the Downtown average in column 4. The ratios used in the 2003 parking study are contained in column 5. These ratios were derived by calculating the Downtown Fargo demand ratios and then increasing them by 25% due to what was perceived as an unrealistically low demand generated by using the standard methodology.

The uncharacteristically low demand was explained by the inexact science of estimating occupied space; customers, employees, and visitors parking outside of the Study Area; and the large amount of residential space. For consistency, the demand ratio calculated by Carl Walker for the 2003 Study was also used in the completion of subsequent Studies.

Table 12								
Parking Demand Ratios								
	Ave. Parking	Down-	Down-	Fargo	Fargo			
	Demand Ratio	town	town	Parking De-	Ratio			
Land Use Category	(Per 1,000 Ft ²)	Range	Average	mand Ratio	+25%			
Office/Bank	3.6	1.0-3.5	2.2	1.5	1.88			
Government	4	1.5-4.0	2.6	1.7	2.13			
Retail/Service	3.3	0.5-4.0	1.8	1.2	1.50			
Eating/Drinking	20	0.5-20.0	5.7	2.2	2.75			
Automotive	2.5	1.0-2.0	1.8	1.2	1.50			
Residential	1.5	0.4-1.5	0.8	0.5	0.63			
Social/Religious	Varies	0.1-0.8	0.5	0.4	0.50			
Industrial/Warehouse	1.5	0.5-1.0	0.8	0.7	0.88			
Hotel/Motel	1.7	0.4-1.7	0.9	0.6	0.75			
Other	Varies	0.8-2.0	1.3	0.8	1.00			

The demand ratios were low when compared to the demand ratios that were used in the Fargo Land Development Code, as well as ratios recommended by other national sources such as Urban Land Institute. The lower demand ratios are explained by factors such as transit, pedestrian activity, bicycle use, lower levels of auto ownership, and other urban activities that are significantly different from less dense, suburban development.

Table 13 integrates the parking demand ratio information from Table 12 with the space occupancy information from Table 10 to provide an estimate of parking demand by block. Block 4 (US Post Office) generated the highest quantity of demand based on available space and predominant use. Block 9 (Radisson Hotel) generated the second highest demand largely due to the concentration of office uses on the block. Blocks 5 (Fargo Theater) 6 (Sammy's Pizza) and 12 (Forum) also generated high demand due to office uses and the growing concentration of retail. Block 10 (Black Building, Graver Inn, Dakota Pioneer Building, etc) also generated a very high demand.

Overall, the land use and demand ratios indicated that there was demand for 4,913 parking spaces in the Study Area, and there are a total of 7,670 spaces available. This does not consider where the demand is located relative to the supply. In other words, if all of the supply was accessible and convenient to all of the demand, we would be in good shape. Unfortunately, that is not the case.

					Table	e 13					
			Pa	irking Dema	nd By Land	Use Catego	ory And Blo	ck			
	Office/	Govern-	Retail/	Eating/		Resid-	Social/	Industrial/W	Hotel/	Other/	
Block #	Bank	ment	Service	Drinking	Auto.	ential	Religious	arehouse	Motel	Basement	Total
1	9	-	-	-	-	-	-	20	-	-	29
2	-	-	24	21	-	24	-	-	-	-	69
3	3	-	26	-	11	7	-	-	-	4	51
4	-	277	-	-	-	25	12	-	-	-	314
5	60	-	46	78	-	21	-	-	-	7	212
6	66	-	12	32	-	24	-	-	-	-	135
7	124	35	4	-	-	-	-	-	-	-	163
8	41	-	-	-	-	-	-	-	-	-	41
9	167	33	-	-	18	-	-	-	69	-	286
10	128	-	55	15	-	41	-	-	-	16	255
11	118	-	31	10	-	14	-	-	13	-	184
12	111	-	-	-	-	13	-	-	-	-	124
13	20	23	28	35	-	84	-	-	-	-	190
14	19	-	5	8	-	2	-	-	-	-	35
15	-	-	19	-	-	-	-	22	-	-	41
16	15	117	11	18	-	56	-	72	-	-	289
17	31	-	36	-	-	15	-	-	-	-	83
18	16	-	22	11	-	97	4	-	-	-	149
19	12	-	-	-	-	35	12	-	-	-	59
20	-	234	-	-	-	-	-	-	-	-	234
21	35	-	-	-	-	25	-	-	-	-	60
22	39	87	-	23	-	-	39	-	-	-	189
23	16	-	-	-	4	28	-	-	-	-	48
24	24	-	17	-	-	120	69	-	-	-	229
25	6	-	29	-	-	139	-	-	-	-	175
26	37	-	-	8	-	-	8	95	-	-	148
27	-	-	-	-	-	-	32	-	91	-	124
28	-	171	-	-	-	-	-	-	-	-	171
29	-	-	-	-	-	-	-	-	-	-	-
30	5	73	9	-	23	13	-	-	-	-	124
31	-	-	20	-	30	-	-	29	-	-	79
32	137	30	-	-	-	-	-	-	-	-	167
33	40	-	52	-	-	37	-	-	-	-	130
34	41	-	-	-	-	-	-	77	-	-	119
35	-	-	-	-	-	-	-	-	-	-	-
36	238	-	-	-	-	-	-	-	-	-	238
Total	1,549	1,079	448	259	86	819	178	295	173	27	4,913
% Of Total	31.54%	21.96%	9.12%	5.27%	1.75%	16.66%	3.62%	6.01%	3.52%	0.55%	100.00%

Current Parking Adequacy

Table 14 below provides a review of current parking adequacy by block. This is based on land uses rather than parking occupancy. In other words, this table indicates where the demand is generated, rather than where the parking supply is located. Demand is then compared to effective parking supply, and surpluses and deficits are identified for each block. Effective supply is defined as the level at which the parking system operates at peak efficiency. This is when occupancy is 85% which allows for, and promotes, availability and turnover of parking spaces. Therefore the effective supply is calculated by multiplying the parking supply by 0.85. It can be seen that the current supply approximately meets overall demand in the Study Area.

It is important to note from this table where the surpluses and deficits are located. Blocks 4, 6, 9, 10, 11, and 12 show deficits with little off-setting supply in the immediate area. In the southern end of the Downtown, there is a surplus shown, which is greatly influenced by the proliferation of parking in the BNSF railroad corridor. There is also a deficit shown in Block 28 which is the site of City Hall. This deficit is more than off-set by the location of a large parking surplus in neighboring Block 29.

	Table 14								
Current Parking Adequacy									
Block #	Parking Demand	Parking Supply	Effective Supply	Surplus/Deficit					
1	29	86	73	44					
2	69	80	68	-1					
3	51	258	219	168					
4	314	219	186	-128					
5	212	356	303	90					
6	135	97	82	-52					
7	163	193	164	1					
8	41	167	142	101					
9	286	317	269	-17					
10	255	177	150	-105					
11	184	116	99	-86					
12	124	54	46	-78					
13	190	256	218	27					
14	35	114	97	62					
15	41	270	230	189					
16	289	479	407	118					
17	83	144	122	40					
18	149	128	109	-41					
19	59	79	67	8					
20	234	245	208	-25					
21	60	115	98	38					
22	189	259	220	32					
23	48	77	65	17					
24	229	181	154	-75					
25	175	163	139	-36					
26	148	231	196	49					
27	124	208	177	53					
28	171	102	87	-84					
29	-	514	437	437					
30	124	138	117	-6					
31	79	67	57	-22					
32	167	694	590	423					
33	130	131	111	-18					
34	119	86	73	-46					
35	-	145	123	123					
36	238	702	597	359					
Total	4913	7562	6428	1515					

Table 15 provides an estimate of current parking adequacy by type of parking (short-term v. long-term). On-street parking appears to be adequate. The long-term demand was determined by subtracting short-term occupancy from total parking demand. It can be seen that there is a long-term parking surplus of 1,015 spaces.

				Table 15					
			Current I	Parking Adequacy	By Type of	Parking			
		Short	-Term Parking		Long-Term Parking				
Block #	Demand	Supply	Effective Supply	Surplus/Deficit	Demand	Supply	Effective Supply	Surplus/Deficit	
1	9	16	14	5	20	70	60	39	
2	8	30	26	18	61	50	43	-18	
3	31	58	49	18	20	200	170	150	
4	14	51	43	29	300	168	143	-157	
5	61	99	84	23	151	257	218	67	
6	33	57	48	15	102	40	34	-68	
7	20	56	48	28	143	137	116	-26	
8	45	59	50	5	-4	108	92	96	
9	23	43	37	14	263	274	233	-31	
10	57	82	70	13	198	95	81	-117	
11	49	56	48	-1	135	60	51	-84	
12	28	54	46	18	96	0	0	-96	
13	49	66	56	7	141	190	162	20	
14	29	59	50	21	6	55	47	41	
15	12	45	38	26	29	225	191	163	
16	37	44	37	0	252	435	370	118	
17	17	38	32	15	66	106	90	24	
18	28	58	49	21	121	70	60	-62	
19	21	25	21	0	38	54	46	8	
20	24	34	29	5	210	211	179	-30	
21	18	21	18	0	42	94	80	38	
22	28	67	57	29	161	192	163	3	
23	13	18	15	2	35	59	50	15	
24	30	46	39	9	199	135	115	-85	
25	22	38	32	10	153	125	106	-46	
26	25	60	51	26	123	171	145	23	
27	29	55	47	18	95	153	130	35	
28	32	72	61	29	139	30	26	-114	
29	11	36	31	20	-11	478	406	417	
30	14	32	27	13	110	106	90	-19	
31	8	17	14	6	71	50	43	-28	
32	11	40	34	23	156	654	556	400	
33	13	36	31	18	117	95	81	-36	
34	9	11	9	0	110	75	64	-46	
35	0	0	0	0	0	145	123	123	
36	16	43	37	21	222	659	560	339	
Total	865	1606	1365	500	4048	5956	5063	1015	

Potential Development Projects

Table 16 summarizes potential development projects and provides estimates of parking demand for each project based on the proposed land use and demand ratios. The listed projects were estimated to generate the demand for 488 additional parking spaces. Approximately 80% (390) was expected to be long-term demand, and 20% (98) short-term demand.

Completion of this table requires the formulation of a variety of scenarios that effect parking supply and demand. Some of those factors can be new construction, rehabilitation that increases or decreases parking supply and/or demand, loss of parking supply due to development, new parking built as part of a development project, or unanticipated hirings or lay-offs, or one-way conversions. It is somewhat of a crap shoot, but can be very useful when projecting supply and demand needs for the purpose of determining the potential size of a parking structure. The development scenarios can be modified to accommodate any scenario.

	Table 16								
	Future	Downtown Development							
			Estimate	d Parking De	mand		Parking S	Supply	
Block #	Description	Parking Demand Ratio	Short-Term	Long-Term	Total	Lost	Provided	Gain/Loss	
1	Forum Warehouse/Old Flame				0			0	
2	No known development plans				0			0	
3	No known development plans				0			0	
4	GSA; no plans; possible partner for construction				0			0	
5	2nd Ave N Lot: 20,000 sq ft retail	1.5 spaces per 1000 sq ft	6	24	30	200		-200	
	2nd Ave N Lot: 15,000 sq ft residential (20 units)	.63 spaces per unit	3	10	13			0	
	Loretta Block; 9,500 sp ft retail	1.5 spaces per 1000 sq ft	3	11	14			0	
	Loretta Block; 18,000 sq ft Office	1.88 per 1000 sq ft	7	27	34			0	
	4th floor: 3,955 sq ft	1.88 per 1000 sq ft	2	6	8				
6	Moose; 2156 sq ft retail	1.5 spaces per 1000 sq ft	1	3	4	0		0	
	Moose; 3391 sq ft Office	1.88 per 1000 sq ft	1	5	6			0	
	Dixon, 3407 sq ft retail	1.5 spaces per 1000 sq ft	1	4	5			0	
	Dixon; 3896 Residential (5 units)	.63 spaces per unit	0.8	3.2	4			0	
7	No known plans		0	0	0			0	
8	US Bank Plaza; 22,500 sq ft retail	1.5 spaces per 1000 sq ft	7	27	34	94		-94	
	US Bank Plaza; 67,500 sq ft office	1.88 spaces per 1000 sq ft	25	102	127			0	
	US Bank Plaza; 40,000 sq ft residential (45 units)	.63 spaces per unit	6	23	29			0	
9	No known plans		0	0	0			0	
10	2nd Ave, S-Lot; 12,264 sq ft office	1.88 spaces per 1000 sq ft	5	18	23	50		-50	
11	No known plans		0	0	0			0	
12	No known plans		0	0	0			0	
13	29,000 sq ft Office at Cityscapes (currently vacant)	1.5 spaces per 1000 sq ft	9	35	44	0		0	
14	No known plans		0	0	0	Ŭ		0	
15	Dirty Book Store Block: 10 000 sq ft Office	1.88 per 1000 sq.ft	4	15	19	40		-40	
16	OB/Ren Hall 5000 square feet retail	1.5 spaces per 1000 sq ft	2	6	8	18		-18	
17	KLI/Mirror Building 11 841 Square feet	1.88 spaces per 1000 sq ft	4	18	22	10		0	
18	Wimmer's /Del endrecies	1.00 spaces per 1000 sq ft		0	- 22			0	
10	Flim/Gleve/Bon Ramsey, Multiple Family, 24 units	63 spaces per unit	3	12	15		12	12	
20	NDSLI: transit is priority: very high on-street demand	.00 spaces per unit	0	0	15		12	0	
20	Good block for development if one ways converted		0	0	0			0	
21	Sons of Baul/Federal Bldg		0	0	0			0	
22	Park Co/Alson Ant		0	0	0			0	
25			0	0	0			0	
24	44 unit apartment building (Meetwind)	62 appage per upit	6	22	20	25	26	1	
24	A4-unit apartment building (westwind)	62 anagos per unit	6	17	20	25	20	1	
25	Potential, 55-unit apartment building/serkland/Gardner	.65 spaces per unit	4	17	21	55		-33	
20	Holo/Rontonidan	-	0	0	0			0	
27	Cite Hell		0	0	0			0	
28			0	0	0			0	
29	Civic Parking lot		0	0	0			0	
30	United Auto/Full Circle/Familiy Health		0	0	0			0	
31			0	0	0			0	
32			0	0	0			0	
33			0	0	0			0	
34	vogei/Ameripride		0	0	0			0	
35	3rd St Lot		0	0	0			0	
36	Bank o'de West/Wells Fargo		0	0	0			0	
Other			0	0	0			0	
l otal			98	390	488	460	38	-422	

Future Parking Adequacy

Table 17 presents future parking adequacy. The estimated future parking demand is compared to the effective parking supply and surpluses and deficiencies are calculated by block. There is an overall parking surplus of 403 spaces. Again, the parking deficits were most apparent in the commercial area of north Broadway. The largest deficits were noted in Block 5 (-179), Block 10 (-170), Block 8 (-168), Block 4 (-128), Block 28 (-103). The largest surpluses were found on Block 29 (418 spaces) which contains the Civic Center Parking Lot and Block 32 (404 spaces) where the Island Park Ramp is located.

	Table 17								
		Future l	Parking Adequacy						
Block #	Demand	Supply	Effective Supply	Surplus/Deficit					
1	29	86	73	44					
2	69	80	68	-1					
3	51	258	219	168					
4	314	219	186	-128					
5	311	156	133	-179					
6	152	97	82	-69					
7	163	193	164	1					
8	230	73	62	-168					
9	286	317	269	-17					
10	278	127	108	-170					
11	184	116	99	-86					
12	124	54	46	-78					
13	234	256	218	-17					
14	35	114	97	62					
15	60	230	156	96					
16	308	479	407	99					
17	102	144	122	21					
18	168	128	109	-60					
19	78	79	67	-11					
20	253	245	208	-44					
21	79	115	98	19					
22	208	259	220	13					
23	67	77	65	-2					
24	248	181	154	-94					
25	194	163	139	-55					
26	167	231	196	30					
27	143	208	177	34					
28	190	102	87	-103					
29	19	514	437	418					
30	143	138	117	-25					
31	98	67	57	-41					
32	186	694	590	404					
33	149	131	111	-37					
34	138	86	73	-65					
35	19	145	123	104					
36	257	702	597	340					
Total	5732	7264	6134	403					

Table 18 provides estimates of future parking adequacy by type of parking (short-term v. long-term). There is an estimated short-term parking surplus of 519. In the 2003 Study there was a short-term surplus of 236 spaces. In 2003 there was a long-term parking deficit of 275 spaces. The 2007 Study revealed a 462 space deficit; and this 2011 Study shows a 502 space surplus. The surplus is due to the expansion of the Study Area. In order to get a better idea of surplus and deficit situations, it is necessary to zero in on some specific sites.

	Table 18								
	Summary Of Current Parking Adequacy By Type of Parking								
Short-Term Parking					Long-Term Parking				
Block #	Demand	Supply	Effective Supply	Surplus/Deficit	Demand	Supply	Effective Supply	Surplus/Deficit	
1	9	16	14	5	20	70	60	39	
2	8	30	26	18	61	50	43	-18	
3	31	58	49	18	20	200	170	150	
4	14	51	43	29	300	168	143	-157	
5	42	99	84	42	250	257	218	-32	
6	33	57	48	15	117	40	34	-83	
7	20	56	48	28	143	137	116	-26	
8	45	59	50	5	148	14	12	-136	
9	23	43	37	14	263	274	233	-31	
10	57	82	70	13	216	45	38	-178	
11	49	56	48	-1	135	60	51	-84	
12	28	54	46	18	96	0	0	-96	
13	49	66	56	7	176	190	162	-15	
14	29	59	50	21	6	55	47	41	
15	12	45	38	26	44	185	157	114	
16	37	44	37	0	260	435	370	110	
17	17	38	32	15	66	106	90	24	
18	28	58	49	21	121	70	60	-62	
19	21	25	21	0	53	54	46	-7	
20	24	34	29	5	210	211	179	-30	
21	18	21	18	0	42	94	80	38	
22	28	67	57	29	161	192	163	3	
23	13	18	15	2	35	59	50	15	
24	30	46	39	9	199	135	115	-85	
25	22	38	32	10	153	125	106	-46	
26	25	60	51	26	123	171	145	23	
27	29	55	47	18	95	153	130	35	
28	32	72	61	29	139	30	26	-114	
29	11	36	31	20	-11	478	406	417	
30	14	32	27	13	110	106	90	-19	
31	8	17	14	6	71	50	43	-28	
32	11	40	34	23	156	654	556	400	
33	13	36	31	18	117	95	81	-36	
34	9	11	9	0	110	75	64	-46	
35	0	0	0	0	0	145	123	123	
36	16	43	37	21	222	659	560	339	
Total	846	1606	1365	519	4405	5772	4906	502	

Parking Surplus/Deficits

Table 19 below is a derivative of Table 18 and provides an overview of parking surplus and deficit in the blocks that are contiguous and continuous (the capture area) to the proposed parking facilities (Blocks 5 and 8). It can be seen that there is a 549 space deficit in this area. This is based on existing supply and demand that was based on existing conditions as well as demand that would be generated from development that could feasibly occur in this area.

	Table 19								
	Future Parking Adequacy By Type of Parking								
Short-Term Parking							Long-Term Parking		
Block #	Demand	Supply	Effective Supply	Surplus/Deficit	Demand	Supply	Effective Supply	Surplus/Deficit	
1	9	16	14	5	20	70	60	39	
2	8	30	26	18	61	50	43	-18	
3	31	58	49	18	20	200	170	150	
4	14	51	43	29	300	168	143	-157	
5	80	99	84	4	250	257	218	-32	
6	37	57	48	11	117	40	34	-83	
7	20	56	48	28	143	137	116	-26	
8	83	59	50	-33	148	14	12	-136	
9	23	43	37	14	263	274	233	-31	
10	62	82	70	8	216	45	38	-178	
11	49	56	48	-1	135	60	51	-84	
12	28	54	46	18	96	0	0	-96	
13	58	66	56	-2	176	190	162	-15	
14	29	59	50	21	6	55	47	41	
15	16	45	38	22	44	185	157	114	
22	28	67	57	29	161	192	163	2	
Total	566	882	750	184	2136	1867	1587	-549	

Table 20 presents a similar scenario, but is focused on a parking structure on Block 8 (US Bank). You can see that there is a 534 space deficit at this site. Since construction of a parking structure at this site would likely be contingent upon a larger development, the deficit in Block 8 is due to the loss of existing parking capacity. If only known ancillary developments and the Block 8 development are factored in, the deficit would be 469.

	Table 20								
	Future Parking Adequacy By Type of Parking (Block 8 Location)								
		Shor	t-Term Parking				Long-Term Parking		
Block #	Demand	Supply	Effective Supply	Surplus/Deficit	Demand	Supply	Effective Supply	Surplus/Deficit	
2	8	30	26	18	61	50	43	-18	
3	31	58	49	18	20	200	170	150	
5	80	99	84	4	250	257	218	-32	
6	37	57	48	11	117	40	34	-83	
7	20	56	48	28	143	137	116	-26	
8	83	59	50	-33	148	14	12	-136	
9	23	43	37	14	263	274	233	-31	
10	62	82	70	8	216	45	38	-178	
11	49	56	48	-1	135	60	51	-84	
12	28	54	46	18	96	0	0	-96	
Total	421	594	505	84	1449	1077	915	-534	

Table 21 presents another scenario; this time specific to Block 5. You can see that there is a 704 space deficit at this site. The increase for parking at this location can be attributed to two primary causes: there is great demand attributed to the neighboring Post Office and Federal Court Building and very limited supply. The other factor is again the assumption of development in the future.

If only known ancillary developments and a Block 5 development is assumed, the deficit would be 452. Another factor that needs to be considered is that all of the demand that is attributed to the Post Office and Court House is currently being met in a variety of locations – including the existing surface lots at this location. Table 20 is assuming a 100% capture rate which is not reasonable. If all of the ancillary demand from the Post Office and 2^{nd} Ave S were eliminated, the deficit would be approximately 350 spaces. This would be the number of spaces that would likely be occupied within a few weeks after being made available.

	Table 21								
	Future Parking Adequacy By Type of Parking (Block 5 Location)								
		Shor	t-Term Parking				Long-Term Parking		
Block #	Demand	Supply	Effective Supply	Surplus/Deficit	Demand	Supply	Effective Supply	Surplus/Deficit	
1	9	16	14	5	20	70	60	39	
2	8	30	26	18	61	50	43	-18	
4	14	51	43	29	300	168	143	-157	
5	99	99	84	-15	250	257	218	-32	
6	37	57	48	11	117	40	34	-83	
7	20	56	48	28	143	137	116	-26	
8	83	59	50	-33	148	14	12	-136	
9	23	43	37	14	263	274	233	-31	
10	62	82	70	8	216	45	38	-178	
11	49	56	48	-1	135	60	51	-84	
22	28	67	57	29	161	192	163	2	
Total	432	616	524	92	1814	1307	1111	-704	

Summary

There are plenty of parking spaces in Downtown Fargo to meet the needs of all of the demand. The complicating factor is that much of the supply is either not available or not conveniently located; therefore there are parking deficits in certain areas. As can be seen in Figure 2, there is an ample supply of parking spaces in the Study Area. However, much of the off-street parking is not available for public use (shaded pink areas) and the public off-street parking (shaded blue) is concentrated mostly on the south end of the area. On-street parking is managed fairly well, if not to everyone's satisfaction, in that there is good turnover in the primary retail area, but enforcement is difficult and, at times, contentious; and there is great demand on this limited (but free) resource.

The parking demand study verified the findings that there was ample supply. There were a total of 7,670 parking spaces in the Study Area and the peak demand was 4,262. Only in rare locations was parking supply lower than the demand. Again, it was all about location. The unmet demand was localized primarily in the north end of the Downtown and, to a lesser degree, around Barry and Klai Halls.



Figure 2 Downtown Parking Inventory

One of the primary purposes of this Study was to gauge the potential occupancy for a parking structure to be built in one of two Downtown locations: Block 5 or Block 8. Both of these sites have been previously evaluated for this purpose in the past: Block 5 in 2003; and Block 8 in 2003 and again in 2007. Table 22 below summarizes the surplus/deficit that was identified in 2003, 2007, and again in 2011.

Column 2, the "Adjacent Blocks Served" column represents the immediate capture area of a parking facility in each of the locations. Please note that the capture areas the 2003 studies are slightly smaller than the corresponding studies in 2007 and 2011. In the 2007 and the 2011 studies, all of the blocks that were contiguous and continuous (touching at the corners) were included in the capture area. The 2003 study only included contiguous blocks.

Table 22							
Parking Adequacy by Primay Capture Area							
Block #	Adjacent Blocks Served Surplus/Deficit						
	2003 Study						
5	4, 5, 6, 8, 10, 11	-487					
8	5, 6, 7, 8, 9, 10, 11, 12	-354					
	2007 Study						
8	2, 3, 5, 6, 7, 8, 9, 10,11, 12	-507					
	2011 Study						
5	1, 2, 4, 5, 6, 7, 8, 9, 10, 11, 22	-704					
8	2, 3, 5, 6, 7, 8, 9, 10,11, 12	-534					

Given the historical data and the current data that was collected for this Study, it is safe to say that the need for more parking in Downtown Fargo has been growing over the past 8-9 years, and with current developments, will continue to grow. Even though it appears on the surface that parking supply is adequate to meet demand, there is also strong evidence to support the need for more public parking in or near the north end of Downtown Fargo, specifically north of 1st Ave N. Most of this demand is generated in Blocks 2-12.

The Surplus/Deficit numbers in Column 3 were derived by measuring the existing supply/demand, and then by projecting potential demand into the future. Future demand information was presented in Table 16. It is difficult to know where to project new demand due to the nature of development. Development activity is very sensitive to changing economic conditions and consumer needs. Property and business owners read these signs and conditions, assess risk, and take action. If conditions are right – investment/development occurs. If the conditions are not right, one of two things will happen: a) development does not occur; or b) development will occur at some other place where the conditions are right. We need to create conditions that are conducive to healthy growth and development, and public support for parking is a critical piece of that equation.

Block 5 Analysis

Given a reasonably optimistic projection of development activity, the projected parking deficit for Block 5 was -704. This number may be slightly high due to the very large demand projected from the adjacent blocks, especially the Post Office and Federal Court House. The demand was calculated by using parking spaces per square foot of space. Employees at these locations have a history of using on-street parking or parking farther away and walking to their place of employment. Certainly some of the employees at these locations would be customers at a Block 5 parking facility, but it is difficult to believe that many of them would change their current habits. Hence, a new facility would not capture all of the potential customers from this pool. Assuming only a development on the 2nd Avenue North Parking Lot site in Block 5 that would include parking and some commercial and residential space and no other ancillary development, the immediate demand would be approximately 452.



Figure 3 Block 5 Capture Area

Block 8 Analysis

A parking facility on Block 8 would capture a demand for approximately 534 parking spaces if moderate to optimistic development were to occur. Should no ancillary development occur, the demand was for 350 parking spaces.



Figure 4 Block 8 Capture Area
Recommendations

A stand-alone parking structure could be built on Block 5, but it would severely limit further development activity that could reasonably occur on the 2^{nd} Ave corridor. Essentially, it would create a dead spot in an area that has great potential as an NDSU/Downtown connection. There is also a problem of property acquisition at the Block 5 location. There are two property owners involved in addition to the City of Fargo. One of the owners is willing to sell or trade; the other has not expressed a willingness to sell. In order to complete a project at that location that would meet the long term needs of the City and Downtown business and property owners, all of the property is needed. The City is continuing to make efforts to acquire this property.

The Block 8 property is under an option to buy that will expire within about a year. The disposition of that location will become much clearer at that time. This location was the "location of choice" in the 2003 Study that was completed by Carl Walker Parking. It remains a highly desirable location. It also has the benefit of a development organization that is actively pursuing partners and tenants who could participate in a larger development at this location. In other words, this one has a bit of momentum and should be encouraged.

Either location would serve the existing needs of Downtown business and property owners. The critical factor seems to be which location is ready for an accompanying development that would then include parking.

In the meantime, work needs to continue to find solutions that will ease parking demand and to satisfy visitors, property owners, business owners, students, residents, and employees. In the absence of a new parking structure, operational improvements seem to be the next best strategy. All in all, the parking system does not take advantage of technology that could greatly improve operating efficiency. Strategies such as automatic license plate recognition (ALPR), pay and display, credit card payment, and pay by phone are examples of solutions that could streamline the system. It would be to the City's benefit to have an operations assessment completed to identify operational improvements that could be made to more efficiently use the resources that we already have. This could be done in-house, but I would recommend a consultant or peer review to be conducted by a qualified agency.

Finally, the Parking Commission has been analyzing the overall organizational structure of the Parking Division and will be forthcoming with recommendations to streamline the operations and management from an organizational perspective.

Recommendation 1: Work to acquire property at the Block 5 site that would accommodate a parking structure, or in the short term, an improved surface lot;

Recommendation 2: Work with Kilbourne Design Group to identify strategies that would allow the City to cooperate in construction of a parking structure; and

Recommendation 3: Develop a comprehensive management, operating, and parking control strategy that would maximize occupancy, technology, and revenues.

Parking Commission Memo City Commission Memo



Memorandum

Date: 27 April 2011

To:	Fargo Parking Commission
From:	Robert C. Stein
Re:	Parking Ramp Construction Cost/Revenue Estimates

At the May meeting of the Parking Commission, a subcommittee was appointed to review issues relating to construction of a new parking ramp in downtown Fargo. The sub-committee met on May 11 and discussed the following:

Funding Strategies

Debt on the Island Park Ramp is due to be retired in 2015. Once the debt is retired the Island Park Ramp revenues will be available for other uses such as debt service on a new structure. Based on current occupancy, rates, and operating costs, that amount would be in the \$50,000 -\$75,000 range. If the ramp were full, these revenues could be as much as \$135,000.

Revenues from the other facilities in the system could also be used to service debt on a parking structure. It is estimated that \$200,000 annually (including the IP Ramp) could be available from the current system for debt service on a new parking structure.

Revenue from a new structure would be needed to service a portion of the debt. Based on an immediate occupancy of 250, approximately \$120,000 per year could be committed to debt service. Of course, these numbers could change with pent up demand and new development.

City of Fargo, Department of Planning and Development 200 North 3rd Street, Fargo, ND 58102 Phone: 701-241-1474 Given the above noted estimates and assuming that each \$100,000 available for debt service can leverage \$1.6M in bonding capacity, these revenues could leverage \$5.4M. The table below provides a summary of potential operating revenue and bonding capacity.

Table 1								
Potential Operating Revenue Amounts								
System Revenue after current debt paid	\$ 200,000	\$ 3,375,949						
New ramp revenue available for debt service	\$ 120,000	\$ 2,025,569						
Total bonding capacity	\$ 320,000	\$ 5,401,518						

The size of a ramp will need to be determined based on potential occupancy. This will be determined by further study and a survey of potential users that are in the area. The table below presents scenarios based on a range of ramp sizes and costs per space.

	Table 2											
Ramp Size	Cost (\$17K/Space)	Gap										
400	\$ 6,800,000	\$ 1,400,000										
450	\$ 7,650,000	\$ 2,250,000										
500	\$ 8,500,000	\$ 3,100,000										
500*	\$ 10,000,000	\$ 4,600,000										

* 500 spaces at \$20K/space

The Gap in Table 2 is the difference between the Bond capacity in Table 1 and the estimated capital costs in Table 2. The source of funds to bridge the gap will need to be identified as we move forward. Potential sources are:

- Sales Tax
- Special assessment district
- Public/private partnership
- Parking fine revenue
- General fund

Acquisition of Property

In order to construct a parking ramp on the 2nd Avenue site, additional property would need to be acquired. This process should be undertaken with the approval of the City Commission and by an authorized agent.

At this point, it would be appropriate to present our concepts to the City Commission and ask for their approval to proceed with acquisition, identification of potential demand, and other needed activities to advance this project.



Memorandum

Date:	8 June 2011
To:	Board of Commissioners, City of Fargo
From:	Robert C. Stein
Re:	Parking Commission Recommendation to Construct Downtown Parking Ramp

At its April meeting, the Parking Commission established a goal of moving forward on planning the construction of a new parking ramp in downtown Fargo. At the May meeting, a subcommittee was appointed to explore funding strategies, location, and potential property acquisition relating to the goal. See Attachment 1 for the subcommittee report.

In addition to funding, the other key issue is location. The Parking Commission spent a good deal of time talking about the property that is on the east side of Roberts Street between 2nd Ave N and the Cultural Diversity offices. Attachment 2 shows the location of the parcels, the owner, current assessed value, and the area. The City owns the property that is located on the south end of that block; however the size of the City-owned parcel is not adequate to efficiently build a parking structure. Therefore construction of the ramp at that location would require the acquisition of adjacent property to the north.

The US Bank block has also been considered a prime location for a parking structure. In fact that location was the preferred location identified by the 2002 parking study. The Kilbourne Group currently is nearing the end of the 2nd year of a 3-year option to acquire and develop that property. In the event that a development takes shape at that location, the City would undoubtedly be involved to some degree in a public-private partnership to deal with parking needs.

The Parking Commission felt that it would be appropriate to present this potential project to the City Commission before proceeding further. In order to move forward, it would be appropriate to take the following actions:

 Contact adjacent property owners and guage the level of interest in selling property to the City for parking structure development;

City of Fargo, Department of Planning and Development 200 North 3rd Street, Fargo, ND 58102 Phone: 701-241-1474

- Coordinate activities with the Kilbourne Group to ascertain the status of development on the US Bank property; and
- Conduct a demand study to determine the projected size of a parking structure at either of the aforementioned locations.

I am available for questions at any time, and will be at the City Commission on Monday to discuss these issues further.

Suggested Action: to authorize staff: a) to proceed with preliminary inquiries regarding property acquisition; and b) to conduct a parking demand study in order to estimate the appropriate size of a parking structure.

Parking Count Data

Block # Capacity 9 a.m. 10 a.m. 11 a.m. 12 p.m. 1 p.m. 2 p.m. 3 p. 1 16 6 7 6 9 5 6	m. 4 p.m. 9 4	11%
1 16 6 7 6 9 5 6	9 4	11%
		41/0
North 0		
South 0		
East 8 1 2 2 6 1 2	6 0	31%
West 8 5 5 4 3 4 4	3 4	50%
2 30 2 3 6 8 12 8	8 7	23%
North 0 0 0 0 0 0 0	0 0	
South 0 0 0 0 0 0 0	0 0	
East 22 1 1 2 6 10 3	4 3	17%
West 8 1 2 4 2 2 5	4 4	38%
3 58 27 30 30 31 33 30	28 25	50%
North 0 0 0 0 0 0 0	0 0	
South 21 4 5 5 5 8 7	7 6	28%
East 4 4 4 3 3 3	2 1	75%
West 13 0 1 2 5 4 4	3 4	22%
5th St-E 4 3 4 3 2 2 3	2 2	66%
5th St-W 16 16 16 16 16 13	14 12	<mark>93%</mark>
4 51 14 21 14 14 13 7	18 17	29%
North 5 1 4 0 1 1 1	1 0	23%
South 12 4 6 6 4 6 3	7 5	43%
East 21 8 8 7 7 5 2	5 5	28%
West 13 1 3 1 2 1 1	5 7	20%
5 99 35 47 42 61 46 42	39 44	45%
North 5 3 2 1 1 2 3	2 1	38%
South 15 2 6 10 8 6 6	5 4	39%
East 35 16 15 17 34 30 25	18 24	64%
West 44 14 24 14 18 8 8	14 15	33%
6 57 16 17 24 33 30 28	34 29	46%
North 11 4 4 3 2 4 6	5 4	36%
South 17 6 3 4 10 14 9	11 8	48%
East 12 4 5 6 8 3 4	9 5	46%
West 17 2 5 11 13 9 9	9 12	51%
7 56 32 24 25 20 25 23	19 30	44%
North 11 7 7 6 5 5 6	4 4	50%
South 11 6 6 6 6 6 7	4 7	55%
East 13 5 5 5 3 5 4	6 6	38%
West 21 14 6 8 6 9 6	5 13	40%

8	59	20	17	33	45	38	25	28	29	50%
North	16	4	2	6	9	10	7	8	8	42%
South	20	9	6	14	14	9	7	12	10	51%
East	8	2	2	3	7	5	0	1	0	31%
West	15	5	7	10	15	14	11	7	11	67%
9	43	14	12	18	23	21	14	18	10	38%
North	10	4	4	3	4	5	3	1	2	33%
South	10	3	2	1	4	4	1	5	0	25%
East	10	1	1	2	4	5	5	3	2	29%
West	13	6	5	12	11	7	5	9	6	59%
10	82	35	30	45	57	51	41	45	52	54%
North	21	6	5	14	21	19	18	16	18	70%
South	17	3	3	12	9	7	8	16	18	56%
East	18	15	13	13	17	15	10	9	8	69%
West	26	11	9	6	10	10	5	4	8	30%
11	56	23	27	37	49	39	36	31	35	62%
North	17	4	6	8	16	12	12	6	10	54%
South	9	2	3	8	6	5	3	3	1	43%
East	12	4	3	4	9	8	6	5	6	47%
West	18	13	15	17	18	14	15	17	18	88%
12	54	11	16	22	28	26	24	21	22	39%
North	12	7	9	8	9	10	7	5	8	66%
South	12	1	3	1	4	4	6	5	3	28%
East	14	0	1	5	6	7	7	6	5	33%
West	16	3	3	8	9	5	4	5	6	34%
13	66	27	18	29	49	38	33	32	39	50%
North	19	6	4	8	14	11	10	9	10	47%
South	19	8	7	9	13	10	7	11	11	50%
East	23	8	3	8	17	12	11	7	13	43%
West	5	5	4	4	5	5	5	5	5	95%
14	59	20	19	33	29	35	21	23	25	43%
North	23	7	8	7	7	9	3	8	7	30%
South	11	1	2	5	5	3	3	1	3	26%
East	5	3	2	6	4	11	1	3	2	80%
West	20	9	7	15	13	12	14	11	13	59%
15	45	15	17	11	12	18	25	19	24	39%
North	14	10	9	3	3	5	10	6	11	51%
South	8	0	0	0	0	1	1	0	0	3%
East	9	1	2	2	0	1	4	3	1	19%
West	14	4	6	6	9	11	10	10	12	61%

16	44	8	11	17	37	24	27	31	25	51%
North	15	3	4	7	15	14	14	15	14	72%
South	4	1	0	0	0	1	2	2	0	19%
East	19	4	7	10	21	8	10	12	11	55%
West	6	0	0	0	1	1	1	2	0	10%
17	38	15	20	30	17	15	17	15	18	48%
North	8	0	2	5	4	5	4	2	2	38%
South	10	6	8	5	2	3	3	4	4	44%
East	10	4	5	11	5	3	5	5	6	55%
West	10	5	5	9	6	4	5	4	6	55%
18	58	13	17	20	28	20	21	19	17	33%
North	14	2	4	6	10	6	6	5	6	40%
South	6	1	3	3	2	0	2	3	2	33%
East	18	5	6	5	4	7	7	6	5	31%
West	20	5	4	6	12	7	6	5	4	31%
19	25	23	25	24	21	22	25	16	13	85%
North	0	0	0	0	0	0	0	0	0	#DIV/0!
South	0	0	0	0	0	0	0	0	0	#DIV/0!
East	9	8	9	8	7	7	10	5	0	75%
West	8	7	8	8	6	8	7	5	7	88%
Elim-W	8	8	8	8	8	7	8	6	6	92%
20	34	30	25	31	24	27	30	28	29	82%
North	24	23	18	24	19	22	23	20	21	89%
South	0	0	0	0	0	0	0	0	0	#DIV/0!
East	10	7	7	7	5	5	7	8	8	68%
West	0	0	0	0	0	0	0	0	0	#DIV/0!
21	21	17	19	21	18	16	15	16	14	81%
North	0	0	0	0	0	0	0	0	0	#DIV/0!
South	7	4	4	5	6	2	1	3	1	46%
East	14	13	15	16	12	14	14	13	13	98%
West	0	0	0	0	0	0	0	0	0	#DIV/0!
22	67	36	33	29	28	37	46	25	23	48%
North	26	14	15	11	15	19	18	14	12	57%
South	20	6	7	9	4	6	13	2	3	31%
East	8	6	4	3	3	6	5	2	2	48%
West	13	10	7	6	6	6	10	7	6	56%
23	18	14	15	19	13	13	16	12	11	78%
North	8	2	4	6	3	2	4	1	1	36%
South	0	0	0	0	0	0	0	0	0	#DIV/0!
East	10	12	11	13	10	11	12	11	10	113%
West	0	0	0	0	0	0	0	0	0	#DIV/0!
24	46	24	26	27	30	27	32	26	27	60%
North	12	1	4	3	8	5	6	4	3	35%
South	12	6	7	7	4	7	7	5	6	51%
East	10	5	3	4	5	4	8	6	6	51%
West	12	12	12	13	13	11	11	11	12	99%

25	38	18	17	19	22	22	26	23	21	55%
North	7	0	1	2	4	4	5	3	4	41%
South	4	2	1	0	0	1	2	3	2	34%
East	12	2	2	5	4	4	5	4	3	30%
West	15	14	13	12	14	13	14	13	12	88%
26	60	24	24	31	25	30	28	26	16	43%
North	27	20	22	27	23	26	25	22	14	
South	9	0	0	0	0	0	0	0	0	0%
East	12	4	2	4	2	4	3	4	2	26%
West	12	0	0	0	0	0	0	0	0	
27	55	18	23	25	29	23	22	19	24	42%
North	21	12	14	15	16	17	19	12	14	71%
South	20	2	4	6	8	4	2	4	8	24%
East	0	0	0	0	0	0	0	0	0	#DIV/0!
West	14	4	5	4	5	2	1	3	2	23%
28	72	13	23	21	32	32	25	25	26	34%
North	8	1	0	2	2	2	2	0	1	16%
South	13	2	9	5	9	8	10	9	8	58%
East	25	5	8	9	10	8	7	6	5	29%
West	26	5	6	5	11	14	6	10	12	33%
29	36	4	5	4	11	15	9	8	7	22%
North	8	0	1	0	1	0	0	0	1	5%
South	0	0	0	0	0	0	0	0	0	#DIV/0!
East	0	0	0	0	0	0	0	0	0	#DIV/0!
West	28	4	4	4	10	15	9	8	6	27%
30	32	10	11	13	14	15	11	12	10	38%
North	10	4	4	4	4	4	4	5	4	41%
South	7	2	3	2	3	0	4	3	2	34%
East	5	2	2	4	3	6	2	2	3	60%
West	10	2	2	3	4	5	1	2	1	25%
31	17	4	4	6	8	8	6	6	5	35%
North	0	0	0	0	0	0	0	0	0	
South	6	2	2	1	3	4	4	3	4	48%
East	0	0	0	0	0	0	0	0	0	#DIV/0!
West	11	2	2	5	5	4	2	3	1	
32	40	7	11	9	11	19	16	16	12	32%
North	25	5	6	4	4	12	10	8	4	27%
South	0	0	0	0	0	0	0	0	0	#DIV/0!
East	5	0	0	0	0	0	0	0	0	0%
West	10	2	5	5	7	7	6	8	8	60%

33	36	8	10	13	13	10	14	12	10	31%
North	12	2	2	3	4	2	5	4	3	26%
South	0	0	0	0	0	0	0	0	0	#DIV/0!
East	20	5	5	8	7	6	8	6	6	32%
West	4	1	3	2	2	2	1	2	1	44%
34	11	7	6	9	9	5	7	5	4	59%
North	8	4	3	7	6	2	4	3	2	48%
South	0	0	0	0	0	0	0	0	0	#DIV/0!
East	0	0	0	0	0	0	0	0	0	#DIV/0!
West	3	3	3	2	3	3	3	2	2	88%
35	0	0	0	0	0	0	0	0	0	#DIV/0!
North	0	0	0	0	0	0	0	0	0	#DIV/0!
South	0	0	0	0	0	0	0	0	0	#DIV/0!
East	0	0	0	0	0	0	0	0	0	#DIV/0!
West	0	0	0	0	0	0	0	0	0	#DIV/0!
36	43	8	13	6	16	12	13	11	13	27%
North	5	0	2	0	1	3	1	2	0	23%
South	13	4	6	3	6	6	4	4	8	39%
East	0	0	0	0	0	0	0	0	0	#DIV/0!
West	25	4	5	3	9	3	8	5	5	21%
Total	1622	598	643	749	874	822	769	723	717	45%
	100%	37%	40%	46%	<mark>54%</mark>	51%	47%	45%	44%]

Monthly City-Owned Parking Facility Occupancy Data

2011 Monthly Occupancy Rates for City-Owned Parking Facilities												
LOTS		1/11	2/11	3/11	4/11	5/11	6/11	7/11	8/11	9/11	10/11	11/11
GTC	DENTEDO	400	400	474	407	400	470	A –7 A	470	470	400	400
GARAGE	POP	168 0	169	1/1	167 0	168	173	1/4	1/6	1/9	182 0	190
CAP 200	HR			V	V	, v		V	V		V	
CAF 200	PARKING	\$89	\$46	\$146	\$45	\$79	\$68	\$241	\$47	\$88	\$80	\$52
Monthly Rate-\$58	Occupancy%	84%	85%	86%	84%	84%	87%	87%	88%	90%	91%	95%
RADISSON	RENTERS	229	229	229	229	229	229	229	226	227	227	224
RAMP	POP	345	287	316	294	299	445	444	461	398	392	382
040.050	HR	¢4.004	¢0.550	¢0.500	¢C 0C4	¢0.040	¢0,000	¢4.000	¢4.400	¢г 070	¢г 004	¢5.005
Monthly	PARKING	\$4,224	\$3,558	\$3,560	\$6,961	\$2,043	\$9,990	\$4,802	\$4,409	\$5,870	\$5,001	\$ 5,235
Rate-\$65	Occupancy%	92%	92%	92%	92%	92%	92%	92%	90%	91%	91%	90%
3rd AVE &	RENTERS	43	43	43	42	42	46	46	46	46	46	46
5th ST.	POP	0	0	0	0	0	0	0	0	0	0	0
CAP 40	PARKING	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Monthly					÷-	÷-						
Rate-\$65	Occupancy%	108%	108%	108%	105%	105%	115%	115%	115%	115%	115%	115%
	RENTERS	75	76	80	77	75	76	76	75	74	75	73
	POP	41	48	49	83	7	34	30	48	57	47	81
	HR											
CAP 141	PARKING	\$2,274	\$2,345	\$2,401	\$2,494	\$2,351	\$1,862	\$3,529	\$2,370	\$2,985	\$2,865	\$3,210
Rate-\$52	Occupancv%	53%	54%	57%	55%	53%	54%	54%	53%	52%	53%	52%
2ND AVE												
LOT	RENTERS	125	125	110	100	102	114	116	117	125	125	126
NORTH	HR	0	0	0	0	0	0	0	0	0	0	0
CAP 100	PARKING	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Monthly		10.501								(10.50/	
Rate-\$52	Occupancy%	125%	125%	110%	100%	102%	114%	116%	11/%	125%	125%	126%
LOT	RENTERS	20	20	20	20	20	20	20	20	20	20	20
SOUTH	POP	835	717	804	780	788	975	862	715	705	630	745
		¢0,000	¢0 110	¢0.040	¢1 640	¢1 500	¢1 071	¢1.000	¢0.040	¢1 co4	¢1 051	¢0.050
Monthly	PARKING	\$ ∠, 060	۵∠,113	 \$2,240	\$1,04Z	\$1,52Z	\$1,∠71	\$1,900	\$Z,ZIU	\$1,004	୬୮,୦୦୮	\$ 2,2 30
Rate-\$65	Occupancy%	31%	31%	31%	31%	31%	31%	31%	31%	31%	31%	31%
CIVIC	DENTEDO			40	40	40			45	40	40	10
	POP	41 0	41 0	42	42	43	44 0	44 0	45 0	46 0	46 0	43
	HR	0					0					
CAP 100	PARKING	\$3,966	\$4,271	\$2,764	\$2,212	\$285	\$511	\$3,144	\$1,746	\$1,079	\$3,502	\$5,664
Monthly Rate-\$50		/10/	/10/	100/	120/	120/	110/	110/	150/	16%	16%	130/
ISLAND	Occupaticy /6	+1/0	+1/0	+2 /0	42 /0	+3 /0	+4 /0	+4 /0	+J /0	+0 /0	+0 /0	-+J /0
PARK	RENTERS	267	260	259	247	233	228	227	222	267	247	251
RAMP	POP	0	0	0	0	0	0	0	0	0	0	0
CAP 377		\$0	\$0	\$0	\$0	\$0	\$0	\$2,933	\$0	\$0	\$0	\$0
Monthly					φ0	\$ 0	4 0	<i>_</i> ,000	ψ0			<u>+</u> 5
Rate-\$50	Occupancy%	71%	69%	69%	66%	62%	61%	60%	59%	71%	66%	66%
4TH ST	RENTERS	175	175	175	175	175	175	184	18/	184	18/	184
	POP	0	0	0	0	0	0	0	0	0	0	0
	HR											
CAP 174	PARKING	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Rate-\$50	Occupancy%	101%	101%	101%	101%	101%	101%	106%	106%	106%	106%	106%

MAIN												
AVENUE	RENTERS	76	76	76	76	76	76	42	42	42	42	42
	POP	0	0	0	0	0	0	0	0	0	0	0
	HR											
CAP 77	PARKING	\$0	\$0	\$0	\$0	\$0	\$0	\$1,670	\$0	\$0	\$0	\$0
Monthly												
Rate-\$50	Occupancy%	99%	99%	99%	99%	99%	99%	55%	55%	55%	55%	55%
3RD ST												
LOT	RENTERS	96	96	97	95	101	101	101	116	116	115	115
	POP	0	0	0	0	0	0	0	0	0	0	0
	HR											
CAP 145	PARKING	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Monthly												
Rate-\$50	Occupancy%	66%	66%	67%	66%	70%	70%	70%	80%	80%	79%	79%
TOTAL	RENTERS	1315	1310	1302	1270	1264	1282	1259	1269	1326	1309	1314
CAP 1669	POP	1221	1052	1169	1157	1094	1454	1336	1224	1160	1069	1208
	HR											
	PARKING	\$12,633	\$12,333	\$11,111	\$13,354	\$6,280	\$13,702	\$18,287	\$10,782	\$11,706	\$12,799	\$16,411
	Occupancy%	79%	78%	78%	76%	76%	77%	77%	76%	79%	78%	79%

Parking Graphics





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2012 Parking Organizational Analysis

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Appendix 3 – IPI's 2012 Emerging Trends in Parking

Appendix 4 – Chapter 40-61 of the North Dakota Century Code

I. Current System

The current parking system's organization is spread across several City departments, private contracts, and local partnerships. The center of management is located in the Planning Department; however many of the functions have very limited (if any) contact with the Planning Department. Three private contracts are associated with the parking system. Three are described in this section and one is included with the section on enforcement.

- A. System Planning and Operations
 - 1. Planning Department Parking system planning and operations is headquartered in the Planning Department. That said, no less than 6 other departments, 3 private contracts, and partnerships with NDSU, local high schools, and Sanford Health are involved.

The primary function of the Planning Department as it relates to parking is the management of the City's off-street parking system. There are 11 City-owned facilities with over 2,000 spaces. There are 8 surface lots and 3 parking structures. The annual budget is approximately \$1.1M. Other duties of the Planning Department include: overseeing the procurement, evaluation, and performance of several contracts; responding to public inquiries; managing the Downtown Residential Parking Permit Program (DRP3) and the Service Vehicle Permit Program; conducting parking studies; coordinating special event parking; staffing the Parking Commission which is involved in both onstreet and off-street parking issues; and other duties as may be assigned or encountered.

- 2. Parking Commission The Planning Department staffs the Downtown Parking Commission, an appointed, five-member board, which is responsible for a variety of policy decisions, operational procedures, marketing, education, establishing parking rates, and other issues as they are identified.
- 3. Parking Service Parking Service is a private company that has a contract with the City for operation of the City's off-street parking system which includes 2 ramps, one underground garage, and 8 surface lots. Parking Service provides the following services: staff at the tended facilities; first echelon maintenance for the access and revenue control equipment; billing and collections; parking facility striping, sweeping, light bulb replacement, wash downs, daily inspections, and garbage removal. These and other miscellaneous responsibilities are detailed in the contract. The contract with Parking Service is in the final year of three-year contract. The value of the contract is \$360,572.60 which is paid in monthly installments of \$30,047.71. This contract will be effective from February 1, 2012 January 31, 2013. Following expiration of the existing contract, it will again be competitively bid.

- 4. Sentry Security The Parking Department has a contract with Sentry Security that involves security checks during the night and weekends at the Island Park Ramp and the GTC Garage. In addition to private security, the Fargo Police Department responds to calls for service when they occur.
- 5. Duncan Solutions The City has contracts with Professional Accounts Management, LLC, a division of Duncan Solutions, Inc. There are 2 separate contracts: an agreement for processing parking citations; and an agreement for collection services.
 - a. The agreement for processing parking citations provides a hosted service. That means that Duncan Solutions provides all of the hardware and software that the City uses in support of the system. Duncan Solutions recovers their costs by charging the City \$1.39 per ticket. Equipment furnished by Duncan that is required for operation of the system includes the following:
 - i. 4 AutoCite handheld ticket writers;
 - ii. 4 cover cases;
 - iii. USB charger unit;
 - iv. Desktop PC;
 - v. 2 laser printers;
 - vi. 2 Cashiering work stations; and
 - vii. Implementation, training, maintenance, software.

Additional AutoCite handheld units, cover cases, charger units, PCs, and printers have been purchased since the contract was executed. Equipment was purchased by the City rather than adding it to the agreement in order to preserve the agreed upon cost per ticket of \$1.39. The City has a separate agreement with NDSU that includes the services provided by the Duncan Solutions agreement.

b. The City also has a standard agreement for collection of outstanding parking tickets. The fee for collection is 29% of the outstanding amount collected.

B. Enforcement

Parking enforcement is a complex system that has separate components (ticket issuance and citation management) and that is spread out among several City Departments and other community organizations.

1. Ticket Issuance

Tickets are issued by the following departments and organizations: Fargo Police Department; Inspections Department; Streets Department; Private security; NDSU; Fargo Public Schools, and Sanford Health. Most tickets are issued by an AutoCite handheld ticketing device. The license plate information is entered by the CSO and is automatically time-stamped. The handheld devices, backroom support, and technical support are all furnished by Duncan Solutions according to the terms of an Agreement for Processing Parking Citations.

There are still tickets that are hand-written. Upon receipt of those tickets, the Auditor's Office enters the information by hand into the Duncan System. Below in Figure 1 is a summary of all tickets issued in 2011.



a. Fargo Police Department – Community Service Officers (CSO) are headquartered at the Fargo Police Department and issue tickets for parking violations in and around the downtown, NDSU, and other nearby areas. In addition to parking enforcement the CSOs are cross-trained and do some animal control, pick up mail, and do errands for the Police Department. When they are called away for other duties, parking enforcement is affected.

- b. Fargo Street Department The Street Department issues tickets that are primarily associated with night parking restrictions. Street sweeping and snow removal operations are commonly conducted from 2:00 a.m. until 7:00 a.m. Alternate street/avenue parking is mandated during those hours. The Street Department tickets and tows cars that impede their operations.
- c. Area High Schools Schools in the Fargo Public School District are authorized to issue tickets in their proximity. Fine revenue is returned to each school. These tickets are hand-written and need to be entered by hand in the citation management system.
- d. Sanford Health Personnel from Sanford Health issue hand-written tickets on Sanford Health property. These tickets are hand-written and need to be entered by hand in the citation management system.
- e. NDSU Police and Parking Enforcement NDSU writes tickets on campus. These tickets are processed by the City of Fargo through the Auditor's Office and Duncan Solutions. Ticket appeals are made on campus. If further appeals are made, they are handled by Municipal Court. NDSU pays the City per a contractual agreement. NDSU's parking revenue and reimbursement is presented in Appendix A; it is summarized in Figure 2 below:

NDSU Revenue and Reimbursement Summary - 2011										
	1st	Quarter	2nd	Quarter	3rd	Quarter	4th	Quarter		Total
All Tickets Issued		13,471		7,084		9,181		17,425		47,161
NDSU Tickets		6,054		2,923		3,321		5,576		17,874
Non-NDSU Tickets		7,417		4,161		5,860		11,849		29,287
NDSU Revenue										
Collected	\$	98,030	\$	87,123	\$	36,050	\$	94,228	\$ 3	315,431
Retained For										
Reimbursement of Costs	\$	28,763	\$	21,904	\$	12,412	\$	27,781	\$	90,860
Net NDSU Parking Ticket										
Revenue	\$	69,267	\$	65,219	\$	23,638	\$	66,447	\$ 2	224,571

Figure 2

f. Airport Authority/Fargodome Authority – Both the Airport and Fargodome Authorities operate and enforce parking on their premises. These are considered part of their operations and revenues and expenses from both are included in their annual budgets.

- g. Inspections Department The Inspections Department also writes parking tickets. These tickets are primarily associated with abandoned vehicles or Land Development Code violations.
- h. Private Enforcement The Fargo Police Department has a contract with GSSE, a private security company, for enforcement of on-street parking in the neighborhoods near NDSU and in selected downtown and neardowntown areas.
- 2. Towing
 - a. Border Cities Towing The Public Works Department has a contract with Border Cities Towing that was last updated in June, 2011. The contract is attached in the Appendix.
- C. Current Citation Process
 - 1. Issuance

The current citation process begins with the issuance of tickets by the entities described in the previous section. These tickets are either hand-written or issued automatically by the Auto-Cite handheld devices. The Community Service Officers (CSO) manually enter license plate information into the devices, return after expiration of the time zone, and issue tickets as indicated. Auto-Cite issued tickets are directly downloaded to the computer terminals and forwarded to Duncan Solutions for further processing.

Most of the tickets that are issued by the Police Department, Streets Department, and NDSU are issued by the Auto-Cite devices. Most of the other tickets are hand-written. Hand-written tickets need to be manually entered into the Duncan Solutions computers. This task is done by personnel in the Auditor's Office. The Auto-Cite devices also have the capacity to take and store photos that are attached to the tickets.

2. Appeals

When an individual receives a ticket and feels that they should not have, they can make an appeal. Appeals are made directly to the issuing entity. All persons receiving a citation have a right to appeal within five days of receiving the ticket. The person reviewing appeals at the Police Department must open both AutoIssue and AutoProcess (Duncan Software programs) in order to review all relevant information and also to view photos. The administrative review involves no court appearance. The appeal is reviewed within five days. If the administrative review is denied, the individual is obligated to pay the fine noted on the ticket within five days of notice of denial. They are notified if the appeal is denied and, in that case, the \$5 penalty still becomes effective 15 days after the date the ticket was issued.

3. Adjudication

If this appeal is denied, the owner or person in possession of the vehicle may request a hearing in the Fargo Municipal Court. This is done by posting a bond with the Clerk of Court in the amount equal to the amount of the parking ticket. The Clerk of Court will provide notice of the time and place of the hearing. Municipal typically hears 1 or 2 parking ticket appeals per month.

4. Payment/Collection

Tickets can be paid at the Auditor's Office collections window on the second floor of City Hall at 200 3rd Street North. The tickets may also be paid at the online payment center. After hours payments may be deposited in the drop box outside City Hall at the southeast corner of the building.

Parking fees must be received and processed in the Auditor's Office within 15 days or a \$5 penalty is added to the amount due and the vehicle is subject to impound. Fees may be paid by cash, check, money order or credit card. Parking ticket appeal forms may be obtained at the Fargo Police Department. Parking tickets may be paid online through the Duncan Solutions contract, but there is a service charge of nearly \$3.00 per ticket.

Unpaid parking tickets are sent to a collection agency for further collection efforts. The City has a contract for collection services with Professional Account Management, a Division of Duncan Solutions.

The entire citation process is illustrated in Figure 3.

Figure 3 Parking Ticket Process



D. Revenues

The sources of revenue for the parking system can be summarized into two categories: system revenue and parking fine revenue:

1. System Revenue

System revenue is being defined in this report as revenue that is generated by the parking system, and is deposited into the Parking Fund. Most of this revenue is generated by parking fees for off-street parking. There is a small amount that is generated by the DRP3 and Service Vehicle Permit programs, and there are General Fund transfers that are made to compensate for employee parking and to compensate for debt service for bond payments. A summary of 2011 Revenues and Expenses is included as Figure 4.
2011 Summary of Parking System Rev	enues and Ex	per	ises		
LOTS		TO	TALS	BAL	ANCE
2101 Gen Parking Auth	Revenue:	\$	73,449		
	Expenses:	\$	225,656	\$ ((152,207)
2102 Civic Center Lot (450 spaces)	Revenue:	\$	75,903		
	Expenses:	\$	91,387	\$	(15,485)
2103 US Bank Ramp(153 spaces)	Revenue:	\$	31,612		
	Expenses:	\$	16,245	\$	15,367
2104 Radisson Ramp(250 spaces)	Revenue:	\$	310,289		
	Expenses:	\$	145,833	\$	164,456
2105 GTC Garage(200 spaces)	Revenue:	\$	122,146		
	Expenses:	\$	76,178	\$	45,968
2106 Island Park Ramp(377 spaces)	Revenue:	\$	149,711		
	Expenses:	\$	248,945	\$	(99,235)
2107 2nd Avenue-North Lot(100 spaces)	Revenue:	\$	77,773		
	Expenses:	\$	33,596	\$	44,177
2108 2nd Avenue-South Lot(65 spaces)	Revenue:	\$	38,002		
	Expenses:	\$	34,805	\$	3,196
2109 Main Avenue Lot(77 spaces)	Revenue:	\$	35,435		
	Expenses:	\$	22,728	\$	12,707
2110 NP Avenue Lot(166 spaces)	Revenue:	\$	78,671		
	Expenses:	\$	72,059	\$	6,612
2111 4th Street Lot(174 spaces)	Revenue:	\$	109,903		
	Expenses:	\$	32,945	\$	76,958
2112 3rd Street Lot(145 spaces)	Revenue:	\$	60,876		
	Expenses:	\$	61,485	\$	(609)
Net Operating Balance				\$	101,905
Total Revenues and Expenses	Revenue:	\$	1,163,768		
	Expenses:	\$	1,061,861	\$	101,906

Figure 4

A summary of the Downtown Residential Parking Permit Program is presented in Figure 5 and the Service Vehicle Permit Program in Figure 6.

Figure 5

D	RP3 S	Summary
Year	СТ	Total
2008	54	\$1,229.50
2009	170	\$4,015.00
2010	188	\$4,628.50
2011	145	\$7,212.50
2012	108	\$2,225.00

Figure 6

Service Vehicle Permits				
Year	Total	Total		
	Permits	Revenue		
2005	65	\$4,800.00		
2006	87	\$6,900.00		
2007	90	\$6,125.00		
2008	96	\$6,245.00		
2009	151	\$8,035.00		
2010	132	\$7,025.00		
2011	158	\$8,775.00		

2. Parking Fine Revenue

After deduction of obligations to Duncan Solutions, NDSU, and Fargo Public Schools, parking fine revenue is transferred into the General Fund. All city employee time dedicated to enforcement, collections, ticket processing, and management is paid from department budgets. Figure 7 presents a summary of estimated 2011 parking ticket revenue.

			Figure	7	
		Parking Tick	et Revenue	and Deduc	ts
Revenues,	Revenues, Late Fees, and Collections				
Deducts:					
	Duncan S	Solutions	97,000	Provides:	software,
		\$1.39 per ticket			hardware,
		29% of all collections			maintenance,
		\$0.375 postage for eac	ch notice		collections
	NDSU		\$205,000	Provides:	enforcement on campus
		\$1.39 per ticket			appeals for NDSU tickets
		\$0.10 per non-NDSU ti	cket		
		20% admin fee			
	Fargo Pu	blic Schools	\$7,500	Provides:	enforcement
City of Fargo Net Revenues		\$390,000	Provides:	enforcement	
				Ĩ	appeals adjudication receipt of payment/accounting

- 3. Analysis
 - a. FTE Equivalents

While collecting information regarding individual duties relating to the parking system, staff attempted to determine the total amount of time spent in management, operation, and support of the parking system. Figure 8 presents the estimate of city staff and contract time associated with Fargo Parking in terms of full time equivalent (FTE) positions:

Figure 8 Current Parking Structure

Department		Duties	FTE	Rate	Contract/Dollars	Annual Budget Impact	Comments (Time in FTE and approx. pay grade)
Planning			1.2	\$68,503		\$68,503	Bob - 0.5 (18), Kristi - 0.25(13), Hali -0.2(9), Kim - 0.25(12)
	Parking Service	Off street operations	6.5		\$325,000		John - 1, Roy - 0.5, Attendants - 5
	Sentry Security	Private security in IPR & GTC	0.2		\$20,000		
Auditors		Fine payment	0.5	\$29,328		\$14,664	Payment Center - 0.5 (6)
Finance		Phone calls	0.3	\$39,897		\$11,969	AP/AR - 0.3(10)
Duncan		Citation Processing	1.1				
		Collections	1.34		\$100,000		
Police		Enforcement	2.5	\$34,195		\$85,488	CSOs - 2 scooters and 0.5 van (8)
		Appeals	0.3	\$58,614		\$17,584	Sergeant - 0.3(15)
		GSSE - Enforcement	1.0		\$40,000		Fringe/NDSU
		Towing - Border Cities	impact unknown				Entire contract price \$80,000
Streets		Enforcement	impact unknown				40 hrs/wk - night/seasonal parking
		Snow Removal	impact unknown				
		Sweeping/Washing	impact unknown				
Central Garage		Vehicle Maintenance	no change				
Information Systems		Support	new technology would impact staff				\$80,000 integrate Duncan w/dispatch
Municipal Court		Adjudication	no change				MC hears 1 or 2 parking ticket appeals/mo.
Engineering		Signs/Regulations	no change				
		Totals \$683,208	14.94		\$485,000	\$198,208	

b. Loss of Efficiency

Given the horizontal nature of the current organizational structure, there are many inefficiencies and inconsistencies in the parking system. See Figure 9 for an illustration of the parking system organized by function.

Most of these inefficiencies and inconsistencies are (in some way) associated with poor communication. And poor communication is (not surprisingly) symptomatic of organizations that are horizontally integrated. Figure 10 provides an illustration of the Fargo parking system organized by department. As you can clearly see, the current organization is extremely horizontal in nature. Vertically integrated organizations function more smoothly and are the preferred structure for efficient and consistent operations.





E. Identification of Issues

Following collection direction from the Parking Commission and analysis of the existing conditions, certain issues were identified that appeared to warrant further consideration and action. Following is a summary of those issues:

1. Improve customer service

The Parking Commission identified improvement of customer service as a priority for the parking system. The current location of various components of the parking system in several different locations is confusing and irritating to the public who needs to interact with the system. Consolidation of services, information, and payment in a single location (or at least reasonable proximity) would go far in improving customer service.

- 2. Offer credit card options for payment of fines, permits, and hourly parking
 - a. On-Street Payment of parking fines with a credit card is cumbersome and there is an associated charge that is prohibitive. On-street parking permits that are issued can currently be paid with a credit card, however it is not a one-stop-shop system as the permits are sold in Planning and credit cards are only accepted at the Auditor's Office.
 - b. Currently there is not an option to pay for monthly parking permits with a credit card or with an automatic funds transfer. A credit card option is not available for anyone who parks in an off-street lot and wishes to pay for hourly parking. Credit card payment and other modern methods should be offered for all parking services and fine payments. Pay station technology is currently available that can handle all of these functions and also provide a location to conveniently pay for monthly permits.
- 3. Make enforcement more consistent and efficient

Consistency of enforcement was identified as a key component of an effective parking system. If enforcement is not consistent the public is confused regarding expectations. When they are confused they get tickets that they don't understand; and when they get tickets that they don't understand, they become irritated (or even angry), and then need to vent to someone. All aspects of enforcement (daytime enforcement, night enforcement, and offstreet enforcement) must be understood and predictable if we are to achieve our goals of availability and turnover of on-street parking and efficient use of off-street facilities. Consistency can best be achieved by a combination of technology and staffing changes as presented previously in Figure 11. 4. Take advantage of technological advances in parking control and management.

There are many advances in technology that have the potential to dramatically improve the efficiency and level of service in the parking system: ALPR; offstreet payment options that take credit cards, cash, and coins; and pay by phone to mention a few.

5. Continuity and reassignment of parking functions following anticipated staff changes and termination of contractual relationships.

The Duncan contract is due to expire in October, 2012. If that is not renewed, staff will have to be re-allocated to deal with the functions currently conducted by Duncan. There will also be a need to invest in citation issuance and management equipment.

The contract with Parking Services expires in February, 2013. They have agreed to extend their contract for an additional year, but at the end of that contract there will likely be a need to fill those duties with another contractor, or to make arrangements to bring those functions in house. The last time that contract was bid there were no other local contractors that submitted.

If technology is upgraded, Planning, enforcement, Auditors, and the IT Department will need to become familiar with new equipment.



Figure 11

II. Recommendations

A. System Changes

During the course of collecting and analyzing the information above, several actions were identified that could positively impact efficiency in both management and operations of the parking system. These changes would improve the level of service to the public and also increase staff efficiency.

1. Organizational changes

The current organizational structure (as illustrated in Figure 10 on page 14) shows an organization that is horizontal in nature. There are 8 departments that are involved in various aspects of the parking system, but there is limited organizational communication outside of each department. This type of structure can work well in organizations with a relatively small number of persons and a high level of communication and shared responsibilities – such as in individual city department. Large, multi-faceted organizations that have a need for coordination and communication to achieve specific goals more effectively integrate vertically. Vertical integration provides a structure where information and communication flow to and from a common point that has responsibility for achieving specific goals. In the case of the parking system, this type of organization could improve customer service and overall system efficiency. Figure 11 on Page 17 provides a conceptual organizational structure that illustrates a structure that could improve customer service and overall efficiency.

It was suggested that a staff committee could be established that would meet on an ongoing basis to coordinate parking activities across City departments that are involved with the parking system. This type of approach is used by Central Garage for vehicle replacement. That group meets 2-3 time each year and goes over past purchases, future needs, and budget requests. This approach would improve interdepartmental communications which would likely improve customer service in some areas; however it would not deal with the customer service issues involving the location of specific services and personnel efficiencies.

2. Personnel Changes

Consolidate City Ticket Process/Personnel in order to:

- a. Accept ticket payments at a convenient location;
- b. Hear appeals at a convenient location

- c. Conduct parking pass sales at a convenient location;
- d. Accept complaint and comment calls;
- e. Oversee day-to-day enforcement operations;

More fully develop the Parking Manager's responsibilities to:

- a. Manage the overall parking system, both on-street and off-street;
- b. Maximize the availability of parking throughout the downtown;
- c. Ensure that a high standard of service is maintained;
- d. Manage the day-to-day execution of any contracts for parking management or enforcement;
- e. Ensure achievement of Parking Commission goals and objectives for service;
- f. Maximize income from off-street facilities;
- g. Execute maintenance plan for facilities
- h. Conduct studies and plan for capital projects;
- i. Provide staff support for the Parking Commission.

Figure 12 on the following page provides an estimate of the staff and budget impacts of re-alignment described in the previous sections.

3. Revenue Allocation Changes

Currently the only source of revenue for the parking system is the monthly and daily fees for off-street parking. This is adequate to maintain the off-street facilities, but not sufficient to pay for parking system upgrades. Parking ticket revenue is placed into the General Fund. The Parking Commission recommended that some of the parking ticket revenues should be diverted to the Parking Fund in order to upgrade the system, improve customer service, and improve system efficiency. There is a need to invest in the parking system if it is to be maintained and improved.

Figure 12

Impacts of Potential Parking Structure Changes

Deventered		Dutin		Data		Annual Budget	
Department		Duties	FIE	кате	Contract/Dollars	Impact	Comments (Pay Grade)
Department			0.25	\$73,840		\$18,460	Equivalent to Sr. Planner (18)
Parking							
		Parking Commission/Overall					
		System Management/ Manage					Equivalent to
	Manager	Contracts	1	\$58,614		\$58,614	Planner/Manager (15)
	Enforcement	Fine					Equivalent to Office
	Supervisor	Collection/Permits/Calls/Appeals	1.5	\$36,941		\$55,412	Associate III (9)
	Enforcement	Issuing Tickets/Towing/ALPR	2.5	\$34,195		\$85 <i>,</i> 488	Equivalent to CSO (8)
	Parking	Off street					Removing permitting/billing/some attendants from
	Service	operations/Maintenance	3.5		\$200,000		contract
		Citation Processing and					
	Duncan	Collections	1.44		\$100,000		
Stroots		Enforcement	impact				Border Cities Towing -
Streets		Emorcement	unknown				contract price \$80,000
		Snow Removal	unknown				
		Sweeping/Washing	impact unknown				
Central							
Garage		Vehicle Maintenance	no change				
			new technology would				
Information			impact				
Systems		Support	staff				
Municipal							
Court		Adjudication	no change				
Engineering		Signs/Regulations	no change				
		Total			\$300,000	\$217,973	
		\$517,973	10.19				

- 4. Contract Extensions
 - a. Duncan

The contacts include both citation management and collection services and expire in October, 2012. In order to synchronize these contracts with the NDSU contract, Duncan was contacted and they agreed to extend until July 1, 2013. Approval of the extension needs to be formalized by the City

Commission or by senior staff approval. Both contracts and the communication regarding extending are included as Appendix 1a.

b. Parking Service

The current contract with Parking Service expires in February, 2013. Parking Service has agreed to extend the contract for one year to accommodate organizational and operational changes. The current contract is included as Appendix 1b.

c. GSSE

General Security Services Corporation (GSSC) provides assistance in enforcing on-street parking regulations. This contract is included in Appendix 1c.

d. Sentry Security

Sentry Security conducts daily security inspections at the Island Park Ramp and the GTC Garage. The current contract is on a month-to-month basis and is included in Appendix 1d.

e. NDSU

Under the terms of this contract, the City of Fargo provides citation management services to North Dakota State University. The contract is due to expire on July 30, 2013. As previously stated, the citation management contract with Duncan Solutions will be extended to coincide with this contract.

The ND State Board of Higher Education has a relationship with another citation management/access control company (T2). It is quite likely that NDSU will re-evaluate their situation and not renew the contract with the City of Fargo. See Appendix 1e for the current NDSU contract.

B. Operational Changes

There are certain operational changes that are closely aligned with equipment changes and technology upgrades that could contribute to greater efficiency. Operating procedures at all facilities should be evaluated to identify efficiencies and customer service improvements. Following are some of the key changes that need to be considered. Figure 13 below presents a summary of system changes (operational, equipment, and technology) that could improve the parking system. 1. Island Park Ramp

The IP Ramp is currently only 58% occupied. All of the parking in that facility is monthly permit parking except for the metered spaces near the south entry. These spaces are utilized but we do not strictly enforce the metered spaces for payment, therefore we collect very little revenue. It would make good sense to improve the enforcement and the availability of hourly parking in that facility by opening up the gates and allowing hourly parking throughout the facility and accept credit cards, bill, and coins for payment. An improvement in operation procedures could create an increase in use of these spaces. An investment of approximately \$50,000 to \$75,000 would be sufficient to install control equipment that would allow hourly parking. ALPR and an internet connection would be required to enforce this off-street system.

2. 2nd Avenue North Lot

The 2nd Avenue N Lot could also adapt easily to a similar type of control system. The estimated cost of installing a pay-by-space or pay-by-plate meter would be about \$25,000. There may be additional costs for an internet connection.

3. NP Avenue Lot

The NP Avenue Lot is complicated with the joint ownership by the City of Fargo and a private business. All things considered, this arrangement has worked out well, but there are opportunities to increase revenue at this facility by using an alternative revenue control and enforcement system. Pay by license plate meters could accommodate monthly customers, hourly parkers, and those who work at the private business that shares the lot.

The use of this type of technology would decrease the ongoing need for attendants in the lots, and according to the experience at NDSU it could also increase revenues. Revenue increases are, of course, dependent upon a number of factors including access and revenue control. Other critical factors are location of the parking facility and demand.

Figure	13

	Sui	mmary of (Current Parking	Operation	s and Potential C	hanges	
		Attendant	Proposed	Proposed		Estimated	
Lot Name	Current Operations	(Y,N)	Operations	Attendant	Need ALPR	*Costs/**Saving	Comments
Civic Center Lot	Attendant/Monthly Permits/Library/ Events/Employees	Y	In-line pay station, attendant for special events	Undecided	N	\$20,000/ \$20,000/Year	Attendant would be needed for transition
3rd Ave Lot	Display Monthly Permits, No hourly, No gates	N	N/A	N	Could use ALPR for permit enforcement	\$0/\$0	
Radisson Ramp	Card access for monthly/hourly parking in-line tickets	Y	Undecided	Undecided	N	\$0/\$0	Need to coordinate any changes with Radisson
GTC Garage	Card access for monthly, hourly parking available	Y	No change	N	Not immediately	\$0/\$0	If attendant is removed, no hourly parking
Island Park Ramp	Card access for monthly/Events	N	Pay by license plate	N	Y	\$20,000/\$0	Potential for additional rev-enue from YMCA
2nd Ave N Lot	Display Permits, No gates	N	Pay by license plate	N	Y	\$0/\$0	
2nd Ave S Lot	Monthly, hourly by time clock	Y	Pay by license plate for hourly and monthly	N	Y	\$10,000/ \$18,000/Year	Save attendant costs
Main Ave Lot	Display Permits	N	Enforce permits by license plate	N	Not immediately	\$0/\$0	
NP Ave Lot	Card access for monthly, hourly parking in-line ticket	Y	Pay by license plate for hourly and monthly	N	Y	\$20,000/ \$18,000/Year	Any changes need to be coordinated with OB lot owners
4th St Lot	Display Permits	N	Enforce permits by license plate	N	Not immediately	\$0/\$0	
3rd St Lot	Access card for monthly	N	No change	N	N	\$0/\$0	

* Costs are mostly capital equipment. Costs of ALPR not included ** Savings are mostly annual avoided labor costs

- C. Technology and Equipment
 - 1. Acquire ALPR

The single most important technology upgrade is acquisition of an Automatic License Plate Recognition (ALPR) system. See Appendix 2 for additional ALPR information. This technology allows enforcement personnel to improve efficiency and productivity by:

- a. Expanding the on-street enforcement territory that a single officer can enforce. This would allow the City to decrease (and possibly eliminate) the use of private security for parking enforcement. It is anticipated that 2 officers with ALPR could very effectively patrol all of the existing areas that are currently patrolled by the CSO, all of the areas currently patrolled by GSSE, and also several of the off-street facilities.
- b. Collecting supporting photographic data that decrease the amount of staff time spent on appeals and adjudication; and
- c. Enforcing permits on-street and off-street. The use of ALPR for enforcement of off-street parking would allow the City to decrease the cost of operating in lots that currently have attendants. In order to make the offstreet ALPR enforcement possible, new control equipment would need to be purchased at the individual lots. A two-vehicle ALPR system with backroom hardware would cost about \$100,000 - \$120,000. This price would not include warranties.
- d. The City issues certain permits that allow downtown residents and service vehicles to park in violation of posted parking time limits. These permits would be entered into the ALPR system and would make monitoring and enforcement of these permits much less cumbersome.
- 2. Credit cards

The ability to use credit cards for all parking transactions and the ability to use automatic fund transfer for monthly permit purchases would greatly improve customer service.

A summary of the actions that need to be undertaken in the near future is presented on Figure 14. The information presented in this table has not been vetted with other departments, so specific Department Leads and Departments Affected may be changed. However the primary intent was to demonstrate the need for certain actions, and the need for specific staff to be charged with those responsibilities.

Table	14
-------	----

	Farking wid	anagement	imenne					
		Department		Departments Affected				
Issue	Deadline	Lead	Planning	Auditors	Police	Public Works	IS	
Citation Management								
Extend Duncan Contract (one year)	10/31/2012	Planning						
Determine NDSU role in citation mgmt	7/1/2013	Planning						
If yes, develop contract for services		Planning						
Determine citation mgmt strategy	7/1/2013	Finance						
Extend Contract with Duncan		Auditors						
Develop RFP for services		Planning						
Organize "in-house" strategy		Finance						
Develop credit card payment system		Finance						
Off-Street								
Renew contract for management	2/1/2013	Planning						
Determine other management options		Finance						
Develop RFP for similar services		Planning						
Piece out services and acquire quotes		Finance						
Technology upgrades		Planning						
Update Sentry Security Contract		Planning						
Enforcement								
Develop RFP for ALPR	asap	Planning						
Off-street enforcement strategy		Planning						

Parking Management Timeline

D. Other Issues and Actions

It is estimated that if all suggested staff changes (as outlined in Figure 12) were implemented, there could be savings of more than \$200,000 per year. There would not be an immediate change, but over the course of the recommended changes savings would be realized. If all capital and technology improvements were implemented, the costs to the parking system would be \$75,000 - \$100,000. ALPR would represent another \$120,000 for a two mount system. Annual savings from capital and technology improvements could exceed \$60,000 annually.

The International Parking Institute issued 2012 Emerging Trends in Parking along with the July 2012 issue of The Parking Professional. In addition to providing useful information, it was interesting to note the similarities in the issues that we face with other cities and parking systems. The report is included as Appendix 3.

The final recommendation of the Parking Commission was that the findings and recommendations of the 2012 Parking Demand Study Update and the findings and recommendations of the 2012 Parking Organizational Analysis be presented to the Fargo City Commission at a regular meeting or a special informational meeting. As a matter of information, Chapter 40-61 of the North Dakota Century was included as Appendix 4.

Appendix 1 – Contracts related to the Parking System 1a. Duncan Solutions



October 4, 2007

Robert Stein Senior Planner City of Fargo 200 N 3rd St Fargo, ND 58102

Re: Parking Collection Contracts

Dear Mr. Stein,

We appreciate the opportunity to work together with the City of Fargo. Per your request, please find three (3) signed, original Collection Agency Services and Fee Agreement's enclosed with this letter. Please review and if acceptable, please have them signed by an authorized representative from the City of Fargo. Upon their signing we ask that one (1) completed signed, original contract be returned to our offices at the address below:

Duncan Solutions Attn: Tim Wendler 633 W Wisconsin, Ste 1600 Milwaukee, WI 53203

If you have any questions or if more information is required, please do not hesitate to ask. Again, we appreciate the opportunity to work together with the City of Fargo, ND.

Sincerely,

Tim Wendler 414 847 3758 twendler@duncansolutions.com

COLLECTION AGENCY SERVICES AND FEE AGREEMENT

THIS AGREEMENT is made on the _____ day of _____, in the year 2007, between The City of Fargo, ND ("City") and Professional Account Management LLC ("Contractor").

WITNESSETH

WHEREAS, City desires Contractor to undertake the collection of City's accounts and other evidences of indebtedness from time to time (hereinafter collectively referred to as "Debt(s)"), in the manner and under the terms and conditions hereinafter set forth; and,

WHEREAS, the parties contemplate a future course of dealing as City and Contractor and desire to set forth and define their respective rights, obligations and liabilities in this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual agreements as stated herein, the parties agree as follows:

SECTION 1. City Performance

1.1 Authority to Collect. City hereby authorizes Contractor to use any legal means to collect the Debts placed with Contractor by City.

1.2 Ownership of Debts. The City shall maintain ownership of all Debts placed with Contractor for collection under this Agreement. City maintains legal rights and title to these accounts unless other arrangements are made in writing between the Parties.

1.3 City's Right to Legal Process. City in its sole discretion shall decide whether to pursue the collection of a Debt through the legal process, which may include the hiring of an attorney at law. Such attorney, if hired, shall be the City's attorney. The City shall make all decisions regarding litigation, garnishment, or other legal process, including but not limited to any issues pertaining to the statute of limitations. Contractor shall not be responsible or liable in any respect for the performance of such attorney.

1.4 City's Duty to Provide Information. The City agrees to provide the Contractor with all information it has obtained regarding each Debt placed under this Agreement. City agrees to provide its best efforts to provide the Contractor with any information it has regarding the bankruptcy, death, legal disability or other defenses (including a statute of limitations defense) which may prohibit or delay the collection of the Debt or in anyway impact the ability of the Contractor to collect the Debt.

1.5 City Warranties. City warrants that the Debts placed with Contractor have been reviewed by City

prior to transfer to the Contractor in accordance with this Agreement and that the balances reported to Contractor are correct, that all obligors on the Debts have been disclosed and that all disputes and defenses of debtors have been reported to Contractor to the best of City's knowledge.

1.6 Notice of Dispute. The City shall inform the Contractor in writing, or by such other means as the parties may expressly agree from time to time, of any Debts subject to this Agreement that have been disputed. Disputes under this provision include both oral and written indications or statements by the debtor or any third party that the Debt is in dispute, and includes but is not limited to a request for validation of the Debt. If such dispute is made in writing, City shall also notify Contractor of the date of the writing and provide Contractor with the original dispute or a copy thereof.

1.7 City's Continuing Duty. City has a continuing obligation to provide Contractor with the information required in paragraph 1.6 of this Agreement during the time such Debt is placed with Contractor for collection as well as any time that the Contractor is furnishing information to a credit reporting Contractor about the Debt.

1.8 Authorization to Receive Payment and Endorse Instruments. City authorizes and appoints Contractor to collect and receive for City all sums of money due or payable to City for Debts placed with Contractor for collection or credit reporting. Contractor shall have authority to receive payment in cash, check or money order, and shall have authority to endorse checks, drafts, money orders and other negotiable instruments which may be received in payment. Contractor shall remit all money received, less agreed commissions, promptly and as otherwise required by law and this Agreement.

1.9 Authorization to Investigate. City expressly authorizes Contractor to perform investigatory services in relation to the ordinary debt collection activities it performs for City.

SECTION 2. Contractor Performance

2.1 Agreement to Collect. Contractor agrees to provide debt collection services to City in compliance with all applicable laws, regulations, licensing requirements and bonding requirements.

2.2 Documentation of Accounts/Financial Reporting. Contractor shall provide City with regular, detailed reports of its collection activity regarding each Debt. The reports shall include the principal amount of the Debt; all amounts collected to date including any allowable fees, costs and interest; all dispute information; requests for validation by debtor; agreements by the debtor regarding future payments, bankruptcy, death or legal disability of the debtor; the amount of commission retained by the Contractor, the amount remitted to the City and the amount remitted to any attorney. Payment reports shall be prepared and submitted by Contractor to City on a monthly basis.

2.3 Credit Reporting. Contractor will report information regarding any Debt placed with it for collection in accordance with this Agreement to the following Consumer Reporting Agencies: Equifax, Experian and Trans Union. Contractor agrees to comply with the Fair Credit Reporting Act (FCRA) and all applicable state and federal laws in making such reports.

2.4 Adherence to ACA Code. Contractor will abide by the standards set by the American Collectors Association, Inc. (ACA), which includes the ACA Code of Ethics and the ACA Code of Operations.

2.5 Insurance and Bond Coverage. Contractor will maintain at least the minimum level of insurance and bond coverage which is required by ACA and state law in all jurisdictions in which it is engaging in collection activity to collect Debts placed with it by the City.

2.6 Licenses and Certificates of Authority. Contractor will maintain all licenses and certificates of authority which are required by law in each state in which it is engaging in regulated collection activity with regard to Debts placed with it by City.

2.7 Trust Account. Contractor warrants that it will maintain a trust account as required by any state law or regulation in which it is engaging in collection activity to collect Debts placed with it by the City.

2.8 Methods of Debt Collection. Contractor shall use only ordinary and reasonable collection efforts as permitted by law and shall comply at all times with the Fair Debt Collection Practices Act (FDCPA), the Fair Credit Reporting Act (FCRA) and all other applicable state, federal and local laws and regulations.

SECTION 3. Legal Process

3.1 Decision Making Authority. City reserves the right to decide whether Debts shall be placed in litigation, including Debts subject to a forwarding agreement. In keeping with this authority, City may authorize Contractor in writing to retain an attorney for City on prescribed terms and to commence litigation in the name of the City.

3.2 Authority and Role of Attorney. An attorney selected by Contractor under paragraph 3.1 for this purpose, shall be considered City's attorney. City may authorize Contractor in writing to conduct correspondence with any such attorney and to receive

payments made by the debtor on its behalf. However, notwithstanding any agreement to the contrary, the conduct of the attorney shall at all times be subject to the control of City, and the attorney may report directly to City or indirectly to City through the Contractor.

3.3 Attorneys Fees. The attorney shall charge an agreed fee to City directly or the attorney may be authorized to deduct it from the proceeds collected. Either Contractor or the attorney may advance necessary legal costs as allowed by law, but City agrees to reimburse the appropriate party for any disbursements thus made to the extent that money is not recovered in an amount sufficient to cover these disbursements. When the attorney collects a Debt in whole or in part, attorney may deduct fees and remit the balance to Contractor which shall be authorized to deduct the agreed commission and disbursements, before remitting the balance to City.

3.4 Forwarded Claims. City reserves to itself the decision whether any forwarded Debt shall be placed in litigation, and may appoint in writing such other collection Contractor as its agent to retain an attorney and commence litigation.

SECTION 4. Fees and Remuneration

4.1 Contingency Fee. The cost of the collection services described in this Agreement shall be based upon a contingency fee. A Debt placed for collection with Contractor or with an attorney to obtain judgment or otherwise satisfy payment of this account, shall be subject to a collection fee of twenty-nine percent (**29%**) of the unpaid balance for placed accounts. This amount shall be in addition to any other costs incurred directly or indirectly by Contractor or City's attorney to collect amounts owed under this Agreement such as court costs, sheriff's fees, and interest, late fees, investigatory fees, credit reporting fees, etc.).

4.2 Date of Remittance. Along with its periodic reports, Contractor shall remit to City by the tenth of each month, all amounts due to City which Contractor has collected during the previous month, less the contingency fee.

4.3 Authority to Advance Costs and Expenses. City authorizes Contractor to advance amounts for court costs, fees on any litigation or legal proceeding which City has authorized and costs which relate to the collection of City's Debts. City authorizes Contractor to retain amounts equal to such costs and fees on Debts it collects as reimbursement for Contractor's expenditures.

4.4 Reimbursement of Costs and Expenses. If Contractor advances the payment of any costs or expenses authorized by City by way of this Agreement or any other and an insufficient amount of money is collected by Contractor on that particular Debt to reimburse Contractor for the expenditure; City shall reimburse Contractor for all such costs and expenses not covered by the amount collected on the Debt. If paid by Contractor, said amounts shall be construed as additional costs of collection.

4.5 Authorization to Add Interest and Fees. City authorizes Contractor to add interest, charges, civil penalties, litigation and process fees, court costs and such other expenses relating to the collection of Debts as provided by law or contract and to collect this amount from the debtor.

4.6 Attorney Fees. City authorizes Contractor to add attorney fees to the principal debt in an amount not to exceed that permitted by law in the jurisdiction in which the debtor is located or by contract, and to collect such attorney fees from the debtor as permitted by law. Any amount of attorney fees collected shall be the property of the City. However, any amount of attorney fees collected shall be part of the total amount collected upon which the Contractor's fee is based.

4.7 NSF and Disputed Payments. In the event that any payment previously reported to the client is returned as NSF or reversed as disputed, Contractor will reverse the amount of such payment and all fees taken on such payment from the current month's billing statement.

SECTION 5. Right Of City To Withdraw Accounts

Terms of Withdrawal. City may request 5.1 the return of any and all accounts which it has placed with Contractor within thirty (30) calendar days of written demand. Contractor agrees to return all such accounts to City along with a financial record of the accounts including amounts collected, commission retained, additional fees, interest and charges added to account as authorized by City, and a detailed account of any amount of money Contractor has expended on behalf of City which Contractor is seeking to retain. City authorizes Contractor to retain all commissions on those accounts to which Contractor is entitled under this Agreement and to retain all costs and expenses which Contractor has expended on behalf of City.

SECTION 6. Authorization To Forward Accounts

6.1 Terms of Forwarding. Contractor may forward any of City's claims to another collection Contractor if the debtor has moved out of the general business area of Contractor, and such other collection Contractor shall have authority to exercise all ordinary and reasonable collection efforts as permitted by law, and shall remit any payments made to Contractor less

agreed commissions, and Contractor shall then remit to City less any agreed commissions.

SECTION 7. Termination and Notice

7.1 Term of Agreement. This Agreement shall become effective upon execution by both parties and shall remain in effect until terminated.

7.2 Termination. Either party may terminate this Agreement for any reason. Notice of termination shall be provided by mailing such notice to the non-canceling party by U.S. Mail at its last known business address. In the event of termination of this Agreement, the City shall pay all commissions, as herein agreed, on debts that have been collected through the end of the Contractor's business day on the date of notice of termination.

Contractor shall remit balances due to City under the terms of this Agreement and provide a detailed report to City of collection activity up to and including the date of termination within thirty (30) calendar days of receipt of notice of termination.

7.3 Notice. Except as otherwise expressly provided herein, any notice required or desired to be served, given or delivered hereunder shall be in writing and shall be deemed to have been validly served, given or delivered, (a) forty-eight (48) hours after deposit in the U.S. Mail, with proper postage prepaid, certified return receipt requested; or (b) one (1) business day after delivery to a reputable overnight delivery service; or (c) upon delivery by courier or in person to the following addresses:

- If to City: City of Fargo, ND 200 3rd Street Fargo, ND 58102
- If to Contractor: Professional Account Management, LLC 633 W. Wisconsin Avenue Suite 1600 Milwaukee, WI 53203

SECTION 8. Hold Harmless

8.1 City Representations. City agrees to comply with all applicable laws regarding the subject matter of this Agreement, to at all times act in good faith, and to indemnify and hold Contractor harmless for all acts or omissions committed by City and for all alleged wrong doings which create legal or other liability.

8.2 Contractor Representations. Contractor agrees to comply with all applicable laws regarding the subject matter of this Agreement, to at all times

act in good faith, and to indemnify and hold City harmless for all acts or commission committed by Contractor and for all alleged wrongdoings which create legal or other liability.

SECTION 9. Governing Law

9.1 Applicable Law. This Agreement is made pursuant to the laws of the State of North Dakota and shall be construed in accordance with those laws.

9.2. Mediation. Any controversy arising out of or related to this Agreement or the breach thereof, which cannot promptly be resolved by negotiation, shall be submitted to mediation in Fargo, North Dakota, This contract shall be deemed to be a written agreement to mediate any controversy between the parties as outlined herein. The consideration given by the parties as described in this contract shall be deemed consideration adequate to support this agreement to mediate.

The identity of the mediator shall be agreed upon by the parties.

The costs of mediation, including the fees and expenses of the arbitrator, shall be shared equally by the parties. Each party shall bear the cost of preparing and presenting its case. **10.4** Authorization. Those signing below warrant that they are representatives of the parties and are authorized to enter into this Agreement, and are acting pursuant to a resolution of their respective boards of directors, if such resolution is required, prior to entering into such agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day first written above.

THE CITY OF FARGO, ND

Title: 10-8-07 Date:

ATTES

Steven Sprague, City Auditor

PROFESSIONAL ACCOUNT MANAGEMENT, LLC
ву
Title:
Date:

SECTION 10. Miscellaneous

10.1 Modification. This Agreement shall be modified only by written instrument signed by duly authorized representatives of both parties.

10.2 Nonwaiver. The failure of either party to insist, in any one or more instance, upon the performance of this Agreement, or the failure to exercise any right or privilege herein conferred, shall not be construed as a waiver of any such covenant, conditions, rights, or privileges, but the same shall continue and remain in full force and effect.

10.3 Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of a number of copies hereof, each part signed by less than all, but together signed by all the parties hereto. Appendix 1 – Contracts related to the Parking System 1b. Parking Service



Memorandum

19 January 2012
City Commission
Robert C. Stein
Annual Update of Three-Year Contract with Parking Service for Operations of
Parking Facilities

The operating contract with Parking Service is beginning the final year of a three-year contract. According to the terms of the contract, an annual update is authorized to adjust for Consumer Price Index changes and other unforeseen conditions. The City has a long and positive history with Parking Service. Staff recommends that the contract be updated. At the completion of the extensions, the contract should be re-evaluated.

The Bureau of Labor Statistics (BLS) strongly recommends use of the US City Average consumer Price Incex (CPI) for use in escalator clauses. The change in the CPI for the period November 2010 to November 2011 was 3.4%. This is the amount of the CPI adjustment that will be made to the contract between the City of Fargo and Parking Service should the extension be approved.

There is a provision in the contract that sets the rate of \$10 per hour for time worked over and above hours defined in the contract. These additional hours are primarily due to special event parking. Parking Service has asked for an increase from the current \$10 per hour to \$15 per hour. It has become more and more difficult to find anyone willing to work at the \$10 rate as the time worked for each event is unpredictable, usually short term, oftentimes involving evening hours, and occasionally standing outside in the elements.

Please find attached the proposed contract for the period February 2012– January 2013, with the aforementioned changes. The value of the contract is \$360,572.60 which will be paid in monthly installments of \$30,047.71. This contract will be effective February 1, 2012.

Suggested Action: to approve the 2012 update to the 3-year contract with Parking Service for operations of the City's parking facilities subject to annual CPI adjustment and hourly rate change.

PARKING FACILITY MANAGEMENT CONTRACT

THIS CONTRACT, intended to be effective 1 February, 2010, by and between the City of Fargo, hereinafter referred to as "Owner, and Parking Services, hereinafter referred to as "Contractor".

WHEREAS, the Owner owns the following parking facilities: 2nd Avenue South Lot located at 625 2nd Avenue North 2nd Avenue North Lot located at 624 2nd Avenue North Civic Center Lot located at 200 3rd Street North GTC Garage located at 502 NP Avenue North Radisson Ramp located at 411 2nd Avenue North 3rd Avenue Lot located at 222 5th Street North Island Park Ramp located at 515 1st Avenue South 3rd Street Lot located at 320 Machinery Row North 4th Street Lot located at 20 4th Street North Main Avenue Lot located at 501 Main Avenue NP Avenue Lot located at 602 NP Avenue North

NOW THEREFORE, it is hereby agreed as follows:

- 1. The Owner hereby employs and the Contractor hereby agrees to act as the operator of the Owner's parking facilities.
- 2. The term of this Management Contract shall be three years, commencing on 1 February, 2010, and continuing until 31 January 2013. It is further agreed, however, that either party may terminate this Contract at any time upon giving the other party not less than 90 days' written notice of such termination. After the initial term of this Contract, the contract may be renewed, however, in the interim the Management Contract shall run on a month-to-month basis and shall be terminable by either party by giving the other party not less than 30 days' written notice of such terminable of such termination.
- 3. The Owner will furnish the necessary equipment for said parking facility, including attendant's booths, entrance and exit gates, ticket spitters and tickets for the machine,

ground detector loops, and cashier's clock. The Owner shall also pay for elevator maintenance, building improvements, building repairs, and light bulbs. The Owner shall also be responsible for all utilities including electricity, heat, water, and any other utilities.

- 4. The Contractor will provide service and repairs for all parking and revenue control equipment to include: ticket spitters, gates, and clocks, with any parts to be paid by the Owner. The Contractor will install light bulbs.
- 5. The Contractor will be responsible for the snow removal and hauling (to be hauled out within 48 hours), striping once each year, and sweeping according to the schedule in Section 14, or at a frequency sufficient to maintain the facility in a manner acceptable to the Owner. The Contractor will also have available, at all times during the winter months, a loader and operator. The Owner will furnish a location for dumping snow removed from the parking facilities. The loader must be adapted for use on concrete structures by the installation of a rubber-edged blade or some equivalent adaptation that eliminates direct contact between the snow plow and the deck. The Contractor will also pay for all sand and salt to provide safe driving conditions in the winter months. The Contractor will wash floors at least twice a year. In areas where salt is used to melt snow and ice, one of the washings should occur in the early spring. Elevator lobbies and cabs, stairs, and windows will be cleaned by the Contractor. The Contractor will be responsible daily for picking up all trash in the parking facility and in adjoining landscaped areas and for emptying trashcans.
- 6. The Contractor and the Owner will annually conduct a joint inspection of the entire facility to identify structural issues, maintenance issues, and equipment needs. This inspection should include: parking surfaces (asphalt, aggregate, or concrete), the top and bottom surfaces of all parking floors, columns, beams, guard rails and handrails, stairways, elevators, walls, and wheel stops. The Contractor should monitor daily the operations of the following: lights, signs, mechanically operated doors, security equipment, floor and roof drainage systems, ventilating equipment, carbon monoxide monitors, sump pumps, and floor drains. Upon detection, the Contractor will report to

the Owner graffiti or vandalism that requires investigation by police and/or removal or mitigation.

- 7. The Contractor will provide general liability insurance for the operation of the parking facilities in such amounts as may be acceptable to the Owner, but in any event, no less than Five Hundred Thousand Dollars (\$500,000.00) per facility. The Contractor shall furnish copies of such policy or policies to the Owner on request. The Contractor agrees to further hold the Owner harmless against and from any and all expenses, suits, damages, claims or losses of any kind that may be sustained by the Owner by reason of the Contractor's operation of the parking facility. The Contractor shall be responsible for wages, workmen's compensation, and unemployment compensation as required by the law.
- 8. The Contractor will provide all offices supplies, printing, furniture, and telephone. The Contractor will establish a separate accounting system for each parking facility. The accounting system adopted shall be acceptable to the Owner.
- The Contractor will provide well-trained, courteous, and neatly dressed employees. Employees will be on duty as prescribed in Section 14 and shall further be open for special activities or upon request of the Owner.
- 10. The Contractor shall maintain, in a proper manner, all grass and shrubbery (define specific locations), including, but not limited to, watering, fertilizing, and cutting grass
- 11. As compensation for the service of the Contractor, the Owner agrees that the Contractor shall receive \$360,572.60 per year. Said compensation shall be paid in 12 equal month installments of \$30,047.71 at the end of each month during the term of this Contract. The Contractor shall collect all revenues from the operation of the facilities and all revenues from the operation of the facilities shall be turned over to the Owner on or before the 15th day of the month following the month in which said revenues are received. Compensation for attendant services in addition to those described in Section 14 will be paid by the Owner at the rate of \$15 per attendant hour.

- 12. Any and all monies received as a deposit by long-term users shall be accounted for and returned to the depositor or turned over to the City at the expiration of this Contract.
- 13. It is specifically understood and agreed between the parties that the Contractor is acting as an independent contractor and there shall not be deemed to be any employment relationship between the parties except that of independent contractor.
- 14. Following are specific duties associated with each facility.

2 nd Avenue North and South Lots		
Snow Removal	As Needed	
Striping	Annually	
Sweeping	Every Six Weeks and as Requested by Owner	
Wash	Not Applicable	
Clean Elevator Cabs	Not Applicable	
Clean Elevator Lobby	Not Applicable	
Clean Stairs	Not Applicable	
Clean Windows	Not Applicable	
Attendant on Duty	10am-5:30pm M-F and as Requested	
Clean Attendant Booth	As Needed	
Maintain Grass & Shrubbery	Grass on Boulevard and Shrubs in SW Corner	
Pick up Trash/Empty Receptacles	Daily	
Inspection	Annually	
CONTRACT AMOUNT	\$52,612.04	

Civic Center Lot		
Snow Removal	As Needed	
Striping	Annually	
Sweeping	Every Six Weeks and as Requested by Owner	
Wash	Not Applicable	
Clean Elevator Cabs	Not Applicable	
Clean Elevator Lobby	Not Applicable	
Clean Stairs	Not Applicable	
Clean Windows	Not Applicable	
Attendant on Duty	9am-6pm M-F and as Requested	
Clean Attendant Booth	As Needed	
Maintain Grass, Shrubbery & Trees	Water Trees as Recommended by City Forester	
Pick up Trash/Empty Receptacles	Daily	
Inspection	Annually	
CONTRACT AMOUNT	\$51,323.10	

GTC Garage		
Snow Removal	As Needed	
Striping	Annually	
Sweeping	Every Six Weeks and as Requested by Owner	
Wash Ramp and Floor	Twice Yearly	
Clean Elevator Cabs	Not Applicable	
Clean Elevator Lobby	Not Applicable	
Clean Stairs	Not Applicable	
Clean Windows	Not Applicable	
Attendant on Duty	12pm-6pm M-F & as requested	
Clean Attendant Booth	As Needed	
Maintain Grass & Shrubbery	Not Applicable	
Pick up Trash/Empty Receptacles	Daily	
Inspection	Annually	
CONTRACT AMOUNT	\$30,787.23	

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Radisson Ramp		
Snow Removal	As Needed	
Striping	Annually	
Sweeping	Weekly and as Requested by Owner	
Wash	Twice Yearly	
Clean Elevator Cabs	Not Applicable	
Clean Elevator Lobby	Not Applicable	
Clean Stairs	Not Applicable	
Clean Windows	Not Applicable	
Attendant on Duty	7am-8pm M-F, 9am-8pm Sat. and as Requested	
Clean Attendant Booth	As Needed	
Maintain Grass, Shrubbery & Trees	Flower pots, trees, and shrubs (south and east)	
Pick up Trash/Empty Receptacles	Daily	
Inspection	Annually	
CONTRACT AMOUNT	\$66,643.18	

3 rd Avenue Lot		
Snow Removal	As Needed	
Striping	Annually	
Sweeping	Weekly and as Requested by Owner	
Maintain Grass & Shrubbery	As Needed to Maintain Neat Appearance	
Pick up Trash/Empty Receptacles	Daily	
Inspection	Monthly	
CONTRACT AMOUNT	\$9,142.63	

Island Park Ramp					
Snow Removal	As Needed				
Striping	Annually				
Sweeping	Weekly and as Requested by Owner				
Wash	Twice Yearly				
Clean Elevator Cabs	Daily				
Clean Elevator Lobby	Daily				
Clean Stairs	Daily				
Clean Windows	Twice Yearly				
Attendant on Duty	As Requested				
Clean Attendant Booth	As Needed				
Maintain Grass, Shrubbery & Trees	As Needed to Maintain Neat Appearance. Water				
	Trees as Recommended by City Forester				
Pick up Trash/Empty Receptacles	Daily				
Inspection	Annually				
CONTRACT AMOUNT	\$32,247.81				
3 rd Street Lot					
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Snow Removal	As Needed				
Striping	Annually				
Sweeping	Every Six Weeks and as Requested by Owner				
Wash	Not Applicable				
Clean Elevator Cabs	Not Applicable				
Clean Elevator Lobby	Not Applicable				
Clean Stairs	Not Applicable				
Clean Windows	Not Applicable				
Attendant on Duty	As Requested				
Clean Attendant Booth	As Needed				
Maintain Grass, Trees, & Shrubbery	As Needed to Maintain Neat Appearance				
Pick up Trash/Empty Receptacles	Daily				
Inspection	Annually				
CONTRACT AMOUNT	\$20,893.42				

4 th Street Lot				
Snow Removal	As Needed			
Striping	Annually			
Sweeping	Every Six Weeks and as Requested by Owner			
Wash	Not Applicable			
Clean Elevator Cabs	Not Applicable			
Clean Elevator Lobby	Not Applicable			
Clean Stairs	Not Applicable			
Clean Windows	Not Applicable			
Attendant on Duty	As Requested			
Clean Attendant Booth	As Needed			
Maintain Grass, Trees & Shrubbery	As Needed to Maintain Neat Appearance			
Pick up Trash/Empty Receptacles	Daily			
Inspection	Annually			
CONTRACT AMOUNT	\$25,127.87			

Main Avenue Lot				
Snow Removal	As Needed			
Striping	Annually			
Sweeping	Every Six Weeks and as Requested by Owner			
Wash	Not Applicable			
Clean Elevator Cabs	Not Applicable			
Clean Elevator Lobby	Not Applicable			
Clean Stairs	Not Applicable			
Clean Windows	Not Applicable			
Attendant on Duty	As Requested			
Clean Attendant Booth	As Needed			
Maintain Grass & Shrubbery	As Needed to Maintain Neat Appearance			
Pick up Trash/Empty Receptacles	Daily			
Inspection	Annually			
CONTRACT AMOUNT	\$16,795.22			

NP Avenue Lot				
Snow Removal	As Needed			
Striping	Annually			
Sweeping	Every Six Weeks and as Requested by Owner			
Wash	Not Applicable			
Clean Elevator Cabs	Not Applicable			
Clean Elevator Lobby	Not Applicable			
Clean Stairs	Not Applicable			
Clean Windows	Not Applicable			
Attendant on Duty	9am-6pm M-F and as Requested			
Clean Attendant Booth	As Needed			
Maintain Grass & Shrubbery	As Needed to Maintain Neat Appearance			
Pick up Trash/Empty Receptacles	Daily			
Inspection	Annually			
CONTRACT AMOUNT	\$55,000.09			

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John Rogne, Contractor

CITY OF FARGO

Ву:_____

Its: _____

Appendix 1 – Contracts related to the Parking System 1c. GSSE - General Security Services Corporation

GENERAL SECURITY SERVICES CORPORATION

9110 MEADOWVIEW ROAD, MINNEAPOLIS, MN 55425-2458 SALES (952) 858-5060 / OPERATIONS (952) 858-5030 / (800) 284-2158 / (952) 858-5051 (FAX)

SECURITY OFFICER/PATROL SERVICE AGREEMENT

This Agreement is made and entered into this 8th day of September, 2008 by and between GENERAL SECURITY SERVICES CORPORATION (GSSC) and the City of Fargo, 200 3rd St. N. Fargo, ND 58102. Contact: Bob Stein Phone: (701) 241-1474

Account Number: 327 GSSC Account Executive: William J. Leoni

- 1. GSSC agrees to provide the services to Customer on the terms and conditions contained herein and Customer agrees to pay for such services as provided herein.
 - DESCRIPTION OF SERVICES: Security Officer Service Provide North Dakota licensed/certified officer or officers and fully marked vehicle or vehicles for parking ticket enforcement for the City of Fargo.
 - LOCATION OF SERVICES: Area around the main campus of NDSU, as determined by Customer. (Subject to possible future expansion by written agreement of the parties).
 - SCHEDULE OF SERVICE: Services will be determined by Customer as needed, with two-week advance notice. (Standard services hours are from 0800-1600, Monday – Friday (excluding holidays unless otherwise advised).

All terms and conditions of the Agreement shall supersede inconsistent terms and conditions of any and all proposals prepared by GSSC and submitted to Customer.

IT IS UNDERSTOOD AND AGREED BY CUSTOMER THAT THE SERVICES PROVIDED BY GSSC TO CUSTOMER HEREUNDER ARE NOT A GUARANTEE THAT THEFT, PROPERTY DAMAGE, PERSONAL INJURY OR OTHER DAMAGES WILL NOT OCCUR.

- 2. Customer agrees to pay GSSC the hourly service rate of \$18.75 per regular hour, and \$28.13 per holiday or Customer-approved overtime hour, on the additional terms and conditions contained in this agreement. Billable holidays are as follows: New Years Day, Easter Sunday, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day. Sum includes all officer wages, benefits and associated taxes and unemployment/work. comp. insurance.
- 3. The initial term of this Agreement shall be from September 1, 2008 and continue through August 31, 2009 and thereafter automatically renew for successive periods of Month to Month. Customer cancellation privilege; 30 days Notice.
- 4. In consideration of the services provided by GSSC as described herein, Customer agrees to pay GSSC as follows: GSSC shall invoice Customer for the services rendered pursuant to this Agreement. If Customer contends that any such invoice is incorrect, Customer shall so notify GSSC's accounting department, in writing, within thirty (30) days after receipt of such invoice and specify the reason for such contention. Barring such contention, Customer shall pay such invoice within thirty (30) days after the date of such Invoice. If Customer fails to pay GSSC within forty five (45) days after the date of such invoice, Customer agrees to pay GSSC Interest at the lesser rate of 6% per month or the maximum rate allowed by applicable law.
- 5. GSSC shall be responsible for the direct supervision of its employees assigned to the Premises pursuant to this Agreement and shall be available during regular business hours to consult with Customer regarding the services rendered or to be rendered under this Agreement.
- 6. Customer acknowledges that GSSC has made a substantial investment in advertising, testing, and training its personnel. If, during the term of this Agreement and for a period of six months thereafter, Customer hires any of GSSC's security officers that will provide security-related services to Customer pursuant to this Agreement, Customer agrees to immediately pay GSSC the amount of \$1,500 per security officer as liquidated damages and not as a penalty. The hiring by Customer of one or more of GSSC's security officers as Fargo Police Officers shall not be considered to be security-related services to Customer.
- 7. Customer shall have the right to request that GSSC remove, for any non-discriminatory reason, any of its security Officer(s) assigned to the Premises. Such request shall be in writing and provided to GSSC's Contract Supervisor identified by GSSC and GSSC shall comply with such request as soon as practicable after receipt of such request.

- 8. The Premises shall be under the exclusive direction and control of Customer at all times. GSSC is hereby deemed an Independent contractor and neither it nor its employees shall be deemed employees of Customer. Nothing in this Agreement shall be construed as creating a joint venture between GSSC and Customer.
- 9. CUSTOMER AGREES AND ACKNOWLEDGES THAT GSSC IS NOT AN INSURER; THAT CUSTOMER ASSUMES ALL RISK FOR LOSS OR DAMAGE TO ITS PREMISES AND THE CONTENTS THEREIN THAT ARE BEYOND THE CONTROL OF GSSC AND INCIDENTAL TO THEFT, FIRE, FLOOD, STRIKES OR CIVIL DISTURBANCE; THAT GSSC HAS MADE NO REPRESENTATIONS OR WARRANTIES, NOR HAS CUSTOMER RELIED ON REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, EXCEPT AS PROVIDED HEREIN; AND THAT GSSC SHALL NOT BE LIABLE TO CUSTOMER OR TO ANY OTHER PERSON OR ENTITY, FOR ANY LOSS OR DAMAGE TO PERSONS OR PROPERTY, OR FOR ANY OTHER DAMAGES OR LIABILITIES OF ANY KIND OR NATURE WHATSOEVER, WHETHER DIRECT, INCIDENTAL OR CONSEQUENTIAL RESULTING FROM THEFT, FIRE, FLOOD, STRIKES, OR CIVIL DISTURBANCE, EXCEPT AS TO SUCH LOSS OR DAMAGE OR LIABILITY RESULTING FROM THE NEGLIGENT OR INTENTIONAL ACT OR FAILURE TO ACT BY GSSC OR ITS AGENTS OR EMPLOYEES.
- 10. Charges for services provided under this agreement are based solely upon the value of the services provided and are not related to the value of Customer's premises or the contents therein. The amounts payable by Customer hereunder are not sufficient to warrant GSSC assuming any risk of damages due to Customer's actions or inactions. Since it is impractical and extremely difficult to fix actual damages which may arise due to the actions or inaction of GSSC or its employees, it, notwithstanding the above provisions, there should arise any liability on the part of GSSC, as to any liability to Customer (and not including liability to any 3rd party) such liability shall be limited to GSSC's applicable insurance coverage and/or limits, said limits being a minimum of \$500,000 per occurrence and \$1,000,000 in the aggregrate. This sum shall be complete and exclusive and shall be paid and received as liquidated damages and not as a penalty.
- 11. Customer agrees to and shall defend and indemnify GSSC, its shareholders, directors, officers, employees and agents, from and against all demands, lawsuits, losses, costs and expenses including reasonable pre-judgment and post-judgment attorney's fees arising out of, connected with or resulting from liability caused by Customer's action or inaction. GSSC agrees to and shall defend and indemnify Customer, its shareholders, directors, officers, employees and agents, from and against all demands, lawsuits, losses, costs and expenses including reasonable pre-judgment attorney's fees arising out of, customer, its shareholders, directors, officers, employees and agents, from and against all demands, lawsuits, losses, costs and expenses including reasonable pre-judgment and post-judgment attorney's fees arising out of, connected with or resulting from liability caused by GSSC's action or inaction.
- 12. If any party breaches any provision of this Agreement, the non-breaching party may give written notice to the breaching Party specifying the nature of the breach of this Agreement. The breaching party shall have ten (10) days to cure such breach. Notwithstanding any other provision herein to the contrary, if the breaching party does not cure the breach, the non-breaching party may, at its option, immediately terminate this Agreement and the services provided herein. Unless a shorter termination provision is provided herein, any party may terminate this Agreement, with or without cause, after providing the non-terminating party with thirty (30) days advance written notice.
- 13. Neither party may assign or transfer this Agreement and the rights contained herein without the prior written consent of the other.
- 14. The services provided by GSSC hereunder are solely for the benefit of Customer and neither this Agreement nor the services rendered hereunder confer any rights to any other party as a third party beneficiary or otherwise.
- 15. No claim or counterclaim by one party against the other, its employees officers, owners, successors, assigns or insurers unless such action is commenced within the time allowed and governed by North Dakota State Laws.
- 16. This Agreement shall supersede and cancel any and all other agreements and arrangements between GSSC and Customer with respect to the retention of GSS by Customer, whether the same is in writing or oral. This Agreement contains the entire agreement of the parties. No amendments, modifications, or other changes to this Agreement shall be effective unless in writing and signed by the party to be bound.
- 17. This Agreement shall be governed, construed and interpreted in accordance with the laws of the State of North Dakota. All Claims or actions relating to this Agreement shall be brought in the **Cass County District Court** for the State of North Dakota and parties hereto expressly consent to the jurisdiction of such court.
- 18. The invalidity of unenforceability of any particular provision of this Agreement shall not affect the other provisions herein, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision was omitted. Further, if any provision of this Agreement is determined to be overbroad as written, that provision could be considered to be amended to narrow its application to the extent necessary to make the provision enforceable according to applicable law and enforced as amended.
- 19. This Agreement shall be binding upon the parties hereto and their respective heirs, successors and assigns.

CUSTOMER HEREBY ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS THIS ENTIRE AGREEMENT, INCLUDING ALL THE TERMS AND CONDITIONS CONTAINED HEREIN.

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GENERAL SECURITY SERVICES CORPORATION
By

CUSTOMER: CITY OF FARGO

Ву_____

Title Date William J. Leoni Regional Director 9/3/08

Title: Date: Appendix 1 – Contracts related to the Parking System 1d. Sentry Security



SENIRY SECURITY, INC

417 Main Ave. Fargo, ND 58103

Phone: (701) 298-9051 Fax: (701) 235-6706

LOSS PREVENTION PROFESSIONALS

November 27, 2007

Bob Stein City of Fargo 200 3rd St. N. Fargo, ND 58102

Dear Bob:

As we had discussed on Monday November 19, 2007 I have prepared a new contract for service for the Island Park Ramp as a one-year contract at a rate of \$0.36/per minute per officer for standard patrol service.

I have indicated that the contract date will be January 1, 2008. However, because our billing cycle for January will actually be December 21, 2007 to January 24, 2008 the new rate would go into effect on December 21, 2007 provided the signed contract is returned prior to that date, other wise it begin with the January 25, 2008 billing cycle.

Please review the contract. If all is acceptable, please sign and date on the bottom right corner and return to us. We will then sign and return a signed copy to you.

Sincerely,

Steven C. Gaber, CPA President/CEO



SENTRY SECURITY, INC

417 Main Ave. Fargo, ND 58103

Phone: (701) 298-9051 Fax: (701) 235-6706

LOSS PREVENTION PROFESSIONALS

Contract for Service

Client

City of Fargo Island Park Ramp Representatives 200 3rd St. N. Fargo, ND 58102

General Agreement

Agreement by and between Sentry Security, Inc. and the City of Fargo, Island Park Ramp Representatives. (Hereinafter the client)

It is agreed by and between the parties hereto that the following security services shall be performed by Sentry Security as required by the client.

Duties

Sentry Security will provide security services as outlined in the account post orders. Post orders shall be established between Sentry Security and the client. Changes in duties and/or post orders are to be agreed upon by Management of Sentry Security and the client. Notification of proposed changes in duties and/or post orders must be given thirty (30) days prior to the effective date of the changes. The client will hold harmless Sentry Security, its Board of Directors, staff and Security Officers from acts beyond our control. Although Security Officers are expected to perform to the best of their abilities in fulfilling duties, the final responsibility of the service provided remains within the control of the client and its staff.

Terms

This contract will be effective on January 1, 2008 and continue for a One (1) year period. Thereafter, shall be deemed to automatically renew on a month-to-month basis through the monthly renewal date unless one of the parties gives notice to the other of the former's intention to terminate the agreement. Such notice to terminate must be given in writing at least thirty (30) days prior to the end of the monthly renewal term. Failure to give thirty (30) days notice will result in a billing equal to 1/2 the average monthly billing for the last six months of service.

The client agrees to pay Sentry Security for the services herein a fee of \$0.36/min per officer for services. The client further agrees to pay a fee of \$26.00/hr (\$0.43/min) per officer for any additional duties conducted on behalf of the client, such as incidents, incident reports, court duties, or any unforeseen circumstances. Invoices will be delivered/mailed to the client every four (4) or five (5) weeks with terms of Net 30 days. Finance charges of 1.5% per month, minimum \$5.00 will be assessed for late payments. After one (1) year, rates will automatically be increased by ten (10 %) percent. A credit limit of \$750.00 will be set and service may be suspended without notice when the limit is exceeded.

Sentry Security reserves the right to sub-contract the service in the event circumstances allow no other alternative. Sentry Security will notify Management of the client when sub-contracted security will be provided.

The client agrees not to solicit employees of Sentry Security for "in house" security or any type of employment for a period of ninety (90) days upon completion of contracted services.

This contract supersedes any previous agreements written or oral made between the client and Sentry Security, Inc.

12-18-07

Sentry Security Management

Date

Client Management

Post orders

<u>City of Fargo(Island Park Ramp)</u> 500 Main Ave. Fargo, ND 58103

(Revised on 11/5/07) Account Number

298

Duties

Approximately two (2) patrols are to be done Sunday thru Thursday between the hours of 1800-0600. Approximately four (4) patrols are to be done Friday and Saturday night any time from 1800 Friday to 1800 Sunday.

Patrols consist of driving through the parking ramp.

1.00

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1.2

Must use key to enter and exit the ramp.

(Revised on 11/05/07)

City of Fargo Property Procedures

Persons on city of Fargo property:

Sentry Security officers will attempt to record on video any person(s) encountered on property. A trespass warning will be given and identification will be taken. Sentry Security will attempt to get the following information: their name, date of birth, address and phone number, and in cases of juveniles, also their parents' names and phone numbers.

In cases of juveniles, there will be an attempt to contact parents and have them pick up their children. The parents will be notified that the juveniles have been issued a trespass warning and that if the juveniles return to the site they will be arrested for trespassing.

If the person(s) will not give the requested information the Fargo Police will be called to assist.

If any warned person(s) return to the property, they will be arrested via Citizen's Arrest in accordance to Sentry Security's policy.

The Officers are to inform individuals as follows:

"This is protected property. You are trespassing on this property. You are being issued an official warning. This trespass warning is being video taped. If you should happen to return to this property for anything other than legitimate business you will be arrested for trespassing. Do you understand?"

Dispatch Notes

City of Fargo(Island Park Ramp) 500 Main Ave.

Fargo, ND 58103

(Revised on 11/5/07) Account Number

298

Contacts

1. Fargo Police

Central Dispatch

701-451-7660

2. Bob Stein

701-730-8785 (Cell) 701-476-6688 (Office) rstein@cityoffargo.com

<u>Notes</u>

Fargo Police is the primary contact to be called first.

Email reports to Bob Stein.

Dispatch Notes

City of Fargo(Island Park Ramp)

500 Main Ave. Fargo, ND 58103

(Revised on 6/19/12) Account Number

298

Contacts

1.Fargo PoliceCentral Dispatch701-451-7660

DO NOT CALL BOB STEIN UNLESS REQUESTED TO DO SO BY SENTRY MANAGEMENT.

Management only contact:

See above note for calling Bob Stein 701-730-8785 (Cell) 701-476-6688 (Office)

<u>Notes</u>

Fargo Police is the primary contact to be called first.

Email reports to Bob Stein.

Officers will conduct a walk through of BOTH stairwells and check underneath the staircases. Officers will also conduct a check of the elevator.

<u>Duties</u>

Approximately two (2) patrols are to be done Sunday thru Thursday between the hours of 1800-0600. Approximately four (4) patrols are to be done Friday and Saturday any time from 1800 Friday to 1800 Sunday. (Four (4) patrols within a 24hr time frame for weekends and holidays)

- Patrols should consist of driving through the parking ramp,
- Walking through both stairwells,
- Checking the elevator, and
- Responding to any alarms from the fire extinguisher boxes.

Must use key to enter and exit the ramp.

City of Fargo Property Procedures

Persons on city of Fargo property:

Sentry Security officers will attempt to record on video any person(s) encountered on property. A trespass warning should be attempted and identification taken. Sentry Security will attempt to get the following information: their name, date of birth, address and phone number, and in cases of juveniles, also their parents' names and phone numbers.

In cases of juveniles, there will be an attempt to contact parents and have them pick up their children. The parents will be notified that the juveniles have been issued a trespass warning and that if the juveniles return to the site they are subject to arrest for trespassing.

If the person(s) will not give the requested information the Fargo Police will may be called to assist.

If any warned person(s) return to the property, they will be subject to arrest via Citizen's Arrest in accordance to Sentry Security's policy and the City of Fargo citizen's arrest procedures.

<u>City of Fargo (GTC Parking Garage)</u> 502 NP Ave. Fargo, ND 58102

(Revised on 6/19/12) Account Number

291

Contacts

1. Fargo Police Central Dispatch 701-451-7660

DO NOT CALL BOB STEIN UNLESS REQUESTED TO DO SO BY SENTRY MANAGEMENT.

Management only contact:

See above note for calling Bob Stein 701-730-8785 (Cell) 701-476-6688 (Office) rstein@cityoffargo.com

Duties

Officers should patrol the premises between the hours of midnight and 2:00 a.m. every night of the week.

Sunday night through Thursday night (i.e. Monday morning through Friday morning) officers should patrol the premises and then post in the lower parking garage from 5:30 a.m. to 6:00 a.m.

During the weekends and holidays in lieu of the 5:30 a.m. to 6:00 a.m. patrol/post, officer should patrol the premises between the hours of 2:00 a.m. to 6:00 a.m.

City of Fargo Property Procedures

Unauthorized Persons on city of Fargo property:

Sentry Security officers will attempt to record on video any person(s) encountered on property. A trespass warning should be attempted and identification taken. Sentry Security will attempt to get the following information: their name, date of birth, address and phone number, and in cases of juveniles, also their parents' names and phone numbers.

In cases of juveniles, there will be an attempt to contact parents and have them pick up their children. The parents will be notified that the juveniles have been issued a trespass warning and that if the juveniles return to the site they are subject to arrest for trespassing.

If the person(s) will not give the requested information the Fargo Police may be called to assist.

If any warned person(s) return to the property, they will be subject to arrest via Citizen's Arrest in accordance to Sentry Security's policy and the City of Fargo citizen's arrest procedures.

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Sentry Security Payments						
Account #	Amount	Date	Acco	unt#	Amount	Date
240-2106	514.63	2/2/2011	240-2	2106	482.86	8/3/2011
240-2105	747.26	2/2/2011	240-2	2105	373.6	8/3/2011
240-2106	478.03	2/9/2011	240-2	2106	334.86	8/10/2011
240-2105	620.36	2/9/2011	240-2	105	319.82	8/10/2011
240-2106	422.96	2/23/2011	240-2	106	544.33	8/31/2011
240-2105	434.83	2/23/2011	240-2	105	451.56	8/31/2011
240-2106	436.31	3/9/2011	240-2	106	375.31	9/7/2011
240-2105	323.42	3/9/2011	240-2	105	423.18	9/7/2011
240-2106	390.56	3/20/2011	240-2	106	287.19	9/14/2011
240-2105	335.91	3/20/2011	240-2	105	369.82	9/14/2011
240-2106	369.59	4/13/2011	240-2	106	412.16	10/5/2011
240-2105	370.65	4/13/2011	240-2	105	492.01	10/5/2011
240-2106	427.84	4/20/2011	240-2	106	347.78	10/19/2011
240-2105	413.65	4/20/2011	240-2	105	340.36	10/19/2011
240-2106	383.78	5/4/2011	240-2	106	366.2	11/2/2011
240-2105	416.82	5/4/2011	240-2	105	417.25	11/2/2011
240-2106	382.09	6/1/2011	240-2	106	508.85	12/7/2011
240-2105	389.29	6/1/2011	240-2	105	478.83	12/7/2011
240-2106	419.64	6/1/2011	240-2	106	442.45	12/7/2011
240-2105	440.09	6/1/2011	240-2	105	431.65	12/7/2011
240-2106	279.58	6/29/2011	240-2	106	463.75	12/14/2011
240-2105	300.54	6/29/2011	240-2	105	594.35	12/14/2011
240-2106	389.48	6/29/2011	240-2	106	397.87	12/28/2011
240-2105	377.8	6/29/2011	240-2	105	464.82	12/28/2011
240-2106	203.54	7/20/2011	240-2	106	592.07	1/18/2012
240-2105	298.21	7/20/2011	240-2	105	522.62	1/18/2012

Appendix 1 – Contracts related to the Parking System 1e. NDSU

AGREEMENT

This agreement, made and entered into this ______ day of _____, 2008, by and between the City of Fargo, North Dakota, a municipal corporation (City); and North Dakota State University in Fargo, North Dakota (University).

WHEREAS:

- A. The City has, since 1993, collected all penalties for violation of parking regulations on or near the University Campus.
- B. The City has retained a portion of the penalties to defray administrative costs.
- C. Parking regulations on the campus and for a limited area off of the campus have been enforced by University police.
- D. The City has recently approved acquisition of a new citation management and collection system and this acquisition has prompted the City to request a modification of the existing agreement.
- E. The parties have agreed to a division of revenues.
- F. The parties desire to reduce their understanding to writing.

NOW, THEREFORE, it is hereby agreed by and between the parties hereto as follows:

- 1. The City will continue to process all parking tickets issued on the campus of the University and to collect all fines and penalties for parking violations.
- 2. The City will retain a portion of all fines and penalties that are collected as reimbursement for costs associated with processing parking tickets issued by the University. The amount of such retainage shall be determined by the City and may be adjusted periodically, as may be necessary. Duncan Solutions, the City's citation management and collection system software vendor, will be paid \$1.39 for each ticket it processes. The University will reimburse the City \$.10 for each ticket issued by the City off campus. The University will pay the City 20% of the revenue collected as a result of tickets issued on campus, minus those overturned on appeals.
- 3. The City will remit to the University its share of the net parking ticket revenue on a quarterly basis. Payment shall be made on or before the expiration of thirty days from the end of each quarter.
- 4. The University shall be required to provide personnel and to patrol and issue tickets on the University campus.
- 5. The term of this Agreement shall be five years, commencing July 1, 2008 and terminating June 30, 2013, unless terminated by either party upon sixty days written notice to the other party. Notwithstanding the foregoing, the commencement and termination date may be extended by mutual consent of the parties.
- 6. This Agreement is conditioned upon the approval by the University and the City, and upon the implementation of the City's citation management and collection system with Duncan Solutions.\

DATED as of the date and year first above written.

THE CITY OF FARGO, NORTH DAKOTA, A municipal corporation

By _____ Dennis Walaker, Mayor

ATTEST:

Steven Sprague, City Auditor

North Dakota State University

By ______ John C. Adams, Vice President for Finance and Administration

Appendix 2 – ALPR - Automatic License Plate Recognition



for Municipal Parking Enforcement



IP-Based License Plate Recognition (LPR)

As an advanced vehicle-mounted LPR solution, AutoVu facilitates municipal parking enforcement by automatically collecting license plates, comparing them against selected databases and alerting users of vehicles in violation. With built-in back-office software, municipalities are also able to collect data that can be used as evidence in case of ticket disputes, as well as better manage time-limit and permit zones. Developed with innovative features and state-of-the-art technology, AutoVu is a comprehensive and easy-to-use LPR solution that can be leveraged for an assortment of benefits, contributing to effective parking enforcement.



AutoVu Applications for Parking Enforcement



Residential parking permit enforcement – At the beginning of the shift, permit lists are automatically downloaded to the AutoVu system. The operator then manually selects the permit zone which they intend to enforce via the touchscreen

interface. While the vehicle is on patrol, AutoVu automatically alerts the operator of vehicles that do not possess a valid permit, showing images of both the vehicle and the license plate.

Time-limited enforcement – In parking areas where vehicles are allowed to park for a specific duration of time, AutoVu electronically chalks vehicles by collecting license plate numbers of parked vehicles. During subsequent passes, AutoVu electronically chalks new vehicles and automatically flags vehicles that have remained parked in excess of the allowable limit, displaying recorded times and images of the vehicle, the license plate and vehicle wheels (optional) from both passes. To facilitate enforcement, operators can prompt the system to show a map indicating all areas where time limit has expired.

AutoVu can be used to enforce time-limit parking based on various municipal regulations such as block face, same space, and parking in a district or area.

Permit and time-limit enforcement – In cities where zones have both permit and time-limit enforcement regulations, AutoVu can monitor both applications simultaneously.

Wanted vehicle identification – More than flagging parking violators, AutoVu alerts operators of scofflaws, stolen or other wanted vehicles by comparing license plates to customeracquired hot lists. This makes AutoVu a multifunctional LPR solution that can be used to enforce parking regulations while enhancing residents' safety.

How Will Your Municipality Benefit from AutoVu?

- Automate the enforcement of various types of permits and time limit zones.
- Improve the collection of unpaid vehicle infractions through scofflaw hot list identification.
- Become more efficient at covering vast enforcement areas.
- Use data as evidence against infractions and to optimize route management.
- Strengthen the safety and security of your city by automatically detecting stolen vehicles, or those belonging to felons.





for Municipal Parking Enforcement

AutoVu Features and Tools

High-Resolution Camera

-AutoVu's high-resolution LPR camera conducts processing on the edge for a compact solution and simplified installation that reads plates at 45 or 90 degrees on both sides of the vehicle as well as plates of vehicles parked in parallel.

Image and Time Capture –

The system automatically

records an image of the license plate, a color image of the vehicle as well as the date and time for complete evidence of the infraction.

NO PARKING

ON STREET

UESDAYS FROM 12:00

STREET SWEEPING

OPERATIONS

NIGHT UNTIL 8.00AM

Map Display – The system's current position and the zones covered are indicated on the map as the vehicle moves, thereby allowing the system to be used effectively and for maximum coverage.

Show Due Prompt – Operators can prompt AutoVu to display the areas where the time limit has expired, indicating those that are due for verification.

Wireless Data Transmission – The AutoVu system is wirelessly enabled for download of hot lists and permit data and upload of enforcement data from/to the AutoVu Back-Office.

User-Friendly Touchscreen Interface – With large buttons and touch-enabled functions, training on the system is simplified and operators' learning curve is reduced significantly.

Enhanced Positioning Technology – With built-in GPS functionality and odometry, AutoVu provides accurate location data needed to support infractions, even in dense urban areas where GPS signal is not always accurate.

Wheel Imaging – As an optional feature, AutoVu provides wheel imaging capabilities where operators can gather pictures of vehicles' wheels for comparison between initial and subsequent passes. These images serve as additional evidence against infractions for same position parking enforcement.

AutoVu Back-Office for Parking Enforcement

The AutoVu Back-Office gives management personnel the ability to access and review all data collected throughout the day for further analysis through the following functionalities:

Evidence Review – For all violations, enforced or rejected, a supervisor can review all pertinent data including date, time, location, license plate and images, and print out a summary that can be used as evidence to substantiate an infraction.

Route Management – Supervisors can replay the actual route that the patrol vehicle has taken during each shift. This information will help optimize usage of the system.

Reports – Supervisors can also generate performance reports which offer pertinent data such as the number of license plate reads on an hourly basis, the type and number of enforced parking violations, and the number of wanted vehicle matches.



AutoVu Patroller: Front-end software, wheel-imaging display



AutoVu Patroller: Front-end software, map display

About Genetec

Genetec is a pioneer in the physical security and public safety industry and a global provider of world-class IP video surveillance, access control and license plate recognition (LPR) solutions to markets such as transportation, education, retail, gaming, government and more. With sales offices and partnerships around the world, Genetec has established itself as the leader in innovative networked solutions by employing a high level of flexibility and forward-thinking principles into the development of its core technology and business solutions. Genetec's corporate culture is an extension of these very same principles, encouraging a dynamic and innovative workforce that is dedicated to the development of cutting-edge solutions and to exceptional customer care. For more information, www.genetec.com

Genetec



Parking Enforcement Case Study

City of Aspen, Colorado Installs Genetec's AutoVu IP License Plate Recognition System to Monitor Parking

The city of Aspen, Colorado, at an elevation just shy of 8000 feet, is a popular ski and snow destination resort. It draws a large tourist population every year, including a number of world-famous celebrities. Though the city, a four-hour drive from Denver, is home to a mere 5200 residents, it holds a bed base for 25,000 and imports around 13,000 workers per day. With all of this activity, parking in Aspen is at a premium, and there is little space left to build.

The Business Challenge

Tim Ware is a veteran of the city's parking enforcement team, having served as the Director of the Department for the past 18 years. The Department oversees around 850 commercial on-street parking spaces in the city center, a 340-space public parking garage and around 3000 residential parking spaces. Most of the commercial on-street spaces in the downtown area are managed with a pay-and-display system, with the remainder located in small pockets of unpaid spaces with time limits between 30 and 60 minutes. The parking garage is gated, and therefore mostly self-regulating. The greatest challenge to Mr. Ware's team, however, has been monitoring the residential parking spaces.

The popularity of the town coupled with the scarcity of parking has, over time, caused visitors to spill into the city's surrounding residential neighbourhoods in search of a place to leave their vehicles. In 1994, Mr. Ware implemented regulations on parking in residential zones that allowed visitors to park for a maximum of two hours. Tire chalking practices were employed to enforce this regulation.

Unfortunately, Mr. Ware found that people simply moved their vehicles every two hours, defeating the purpose of the limit, which was put in place to regulate congestion in the area. A no-re-park ordinance has since been instated (allowing visitors to park for two hours total in any given eight hour period).



Today, residential parking zones provide for three parking methods: free permits are provided to residents, and visitors can choose between paid day passes or free parking with a two hour limit. These new parking provisions rendered the practice of tire chalking obsolete. Chalk was too rudimentary a method for tracking vehicles, as the only information it could provide was whether a car had moved since originally parked. This method was not sophisticated enough to track vehicles for potential re-park infractions. The situation necessitated a system that encompassed a database, tracking cars throughout the day on a system-wide level, instead of just on a spot-by-spot basis.

It was at this point that Mr. Ware set out to find an improved solution to aid his enforcement officers in effectively carrying out their jobs.

End-User Needs

It was estimated that between 400 and 800 cars were shuffling parking spots in the residential districts every day to beat the two-hour time limit, meaning that an average of 20% of the cars parked in the residential areas at any given time were in violation of the no-re-park ordinance. With a residential area approximately 12 blocks tall by 18 blocks wide, the three-person team allocated to Aspen's residential parking enforcement was not physically able to patrol the entire area in a day. Mr. Ware was in search of a system that would provide his team with the efficiency needed to canvas all of the residential spaces every day.

In order to evaluate his options, Mr. Ware issued an RFP (request for proposal) for solutions to help his department tighten their enforcement. He received a bid from Genetec with their Auto/Vu license plate recognition (LPR) system, as well as a bid from another company, but found his decision easy to make. He had already seen Genetec's solution at trade shows, and he took a trip to a neighbouring city in Colorado, which had a well-established installation of Genetec's LPR product, to see the platform in action. He was impressed with the platform's wide feature set and flexibility for integrations with other systems. He brought the solution before the City Council as a consent item, and after discussing in detail the intrinsic value this type of platform would provide, the bid was approved.

The Perfect Solution

AutoVu is the license plate recognition (LPR) system of the Security Center, Genetec's unified security platform. AutoVu allows parking enforcement officers to enforce time-limit regulations without leaving the enforcement vehicle. With specialized LPR cameras, AutoVu automatically reads surrounding vehicle plates, compares them to a database and alerts parking enforcement staff when they need to take action.

On the first pass, the officer selects the zone he is about to enforce, which contains pre-configured information such as the time limit as well as other operational parameters including a grace period. Once selected, the officer simply drives through the zone at full cruising speed, with the cameras and computer storing the license plate information in an onboard database. Later, on the second pass, the officers will be automatically alerted if a vehicle is in violation of the time-limit regulations.

Mr. Ware had the IT department install the system's support infrastructure, which is housed in a centrally located server. The installation of the AutoVu platform went smoothly, aided by the fact that the system replaced an entirely paper and chalk system so there was no data migration to address. Two Go-4 Interceptor parking enforcement vehicles were outfitted with fixed-mounted AutoVu Sharp cameras, and each vehicle was provided a touch-screen computer.

In addition, the solution was integrated with Aspen's Verrus system for pay-by-phone parking in downtown and residential areas to pull daily exemptions based on permit purchase into AutoVu. The system has also been integrated with T2 Systems, a fully-integrated Genetec technology partner, which provides software that allows the parking enforcement team to monitor and manage a database of long-term residential parking permits, as well as a database of all parking tickets. The enforcement team currently downloads all infraction ticketing information into the database at the end of the day from their handheld devices. They are transitioning shortly to new handhelds which will allow live communication between the handhelds and the database, transmitting live ticket and permit data throughout the day. "Genetec is very receptive to working with other companies, making integrations with other hardware or software exceedingly simple. This no-fuss integration capability was a primary concern when evaluating solutions – it is very important for a feature-rich platform to play nicely with our other systems, so we were pleased at how simple it was to implement these integrations," said Mr. Ware.

Aspen's AutoVu system is primarily used to patrol the residential parking zones, however the job is done so efficiently now that the enforcement team is able to also occasionally run through the downtown pay-and-display parking areas as a precaution for locating scofflaw (vehicles with outstanding tickets). It is also very useful for monitoring the pockets of onehour or 30-minute parking, with which the enforcement team previously had difficulty due to the logistics of orchestrating their patrols to accommodate staggered time limits.

The City of Aspen also has the national wanted vehicle database linked into their platform, ensuring that any rogue vehicles that show up in town will automatically sound an alarm. This allows the parking enforcement team to report the exact location to law enforcement. Though the parking garage is gated, the AutoVu system is also occasionally used to take inventory of the lot. Lastly, the system will automatically alarm on any vehicle that hasn't moved from a space in 72 hours, which puts it in violation of the abandoned vehicle ordinance, and allows the enforcement officers to generate a friendly reminder to the resident to move the vehicle to a new location.

The Benefits

Aspen's Parking Enforcement Department had designated the five by five grid of downtown blocks 'the red zone', and identified four residential zones moving outward from that center. Before installing AutoVu, three officers were devoted to the red zone, sweeping it daily for expired display printouts (or lack of payment entirely). Approximately one and a half of the four residential zones could be properly patrolled in any given day, and throughout the week the officers would rotate, eventually getting to each residential parking spot once or twice per week. Since installing AutoVu, the residential parking enforcement team has dropped to two officers, and each space is patrolled 2-4 times per day. Where it used to take an hour to sweep one given area, it now takes five minutes. AutoVu has enabled a 900% increase in coverage, with less staff.



In addition, the scofflaw list in Aspen has been reduced to nearly zero since implementing this technology, and the number of bootable cars halved. "We now have a photograph of any cited car, so there are no more 'I wasn't there' excuses

to throw around. Along with the GPS coordinates, we have detailed images down to the wheels and valve stems of the vehicle that can prove the vehicle has not moved - but you

almost never even have to take it that far anymore. You just can't argue with this system because the accuracy is dead on and undisputable," said Mr. Ware. "This is one the best tools I have ever bought." Since use of AutoVu began, Mr. Ware's department has even helped to apprehend criminals when the system alerted them to a warranted vehicle and they were able to pass the location on to police.

The single best thing that AutoVu has provided the Aspen team is a gross increase in efficiency. Each alarm issued by the system requires its operator to take action (generally to issue a citation) or list the reason for not doing so. At the end of each day, Mr. Ware can easily access a hit report, summarizing statistics on citations and vehicles in violation of various ordinances. Visitors who wish to purchase a day pass for parking in residential areas can pay by cell phone, automatically sending information to the AutoVu database to prevent it from alarming after the two-hour period expires. Mr. Ware can also track the efficiency of the routes his enforcement team uses by printing a route report. He can even view the location of his team's vehicles remotely from his office, enforcing the rule that the vulnerable and expensive vehicles not be left unattended anywhere other than at their secured parking garage at the office.

The data collected by the system has also proven invaluable after the fact. In addition to the obvious, such as pulling up evidence in infraction disputes and route management to ensure all areas are equally enforced, the data has proven useful in myriad unexpected ways. With all the information collected, it is easy for Aspen's Parking Enforcement Department to build lists of data for nearly any purpose, and over time Mr. Ware has found the following uses:

- The police have at times requested that a record be generated indicating whether a certain car was parked in a neighbourhood during a certain time period Reports are occasionally requested to count vehicles for development purposes, for example by calculating average parking density in a neighbourhood in which a new
- commercial development has been proposed. The system can be used to conclusively disprove any accusations made by residents that neighbourhoods are not patrolled, by producing reports of patrolling frequency in a given area.
- The stored vehicle location data can be used for finding "lost" cars for visitors who have forgotten where they parked. By plugging in a license plate number, AutoVu will locate the vehicle from patrol records. During the summer, this is required two to three times per week.

These are but a few of the unanticipated uses Mr. Ware has discovered for the AutoVu backend database within the Security Center unified security platform.

Moving forward, Mr. Ware is evaluating a T2 Systems module that would allow the software to load on the tablets used for AutoVu, eliminating the need for his officers to carry ticketing handhelds. In addition, Aspen currently issues around 3500 residential parking permits per year, and will soon be able to do away with issuing physical permits in favour of simply loading the permitted license plate data into AutoVu. Mr. Ware is also looking into installing an additional camera at a parking pass kiosk that issues day permits for carpooling vehicles, allowing them to park in residential areas and dedicated spaces downtown. The attendant at the kiosk currently issues paper slips, but by placing an LPR camera at the kiosk, AutoVu would be able to interpret license plates upon issuance of a day permit and then send the information directly to the database.

"I couldn't be happier with the results. This system does exactly what I set out to do. Every goal I had for the system, it fulfilled. I don't know what else to say - I've been very, very pleased," said Mr. Ware.



Appendix 3 – IPI's 2012 Emerging Trends in Parking



2012 Emerging Trends in Parking

Report on a survey conducted by the International Parking Institute



www.parking.org

A Supplement to The Parking Professional Magazine

Top Emerging Trends in Parking

Q1. What trends are having the greatest effect on the parking industry or profession?



The single most important trend in parking today is the technological revolution that is driving the industry. Three of the top five trends identified in this study focus on technology, whether it's increased demand for cashless or electronic payment, innovative technologies to improve access control and payment automation, or increased real-time communication of pricing and availability via mobile phone or PDA components. very positive shift in our industry. The scope of parking has broadened to become an integral part of the transportation equation that includes automobiles, bikes, and shuttles. The ultimate goal is making the whole travel experience better, faster, easier."

- Casey Jones, CAPP, Chair, International Parking Institute and Director of Transportation & Parking Services, Boise State University

The study also detected a shift in two important areas compared to last year. The first is a significantly higher ranking for "an increase in collaboration between parking, transportation and planning decision makers."Second is an increased focus on customer service.

Note: Tables add up to more than 100% because multiple responses were accepted.

Responses below 20% not included.



Academics: Reserve a Spot for Parking at Schools of Urban Planning

Q2. In what department would parking belong if it were a course of study at an academic institution?

"The International Parking Institute is eager to work collaboratively with academic institutions that are interested in a parking education initiative. The future of our cities depends on urban planners that understand the importance of parking."

Cindy Campbell — Cindy Campbell Associate Director, Cal Poly State University Police

Sustainability and Parking Q3. What has the greatest potential to improve sustainability in parking?



- Shawn Conrad, CAE, Executive Director, International Parking Institute

In need of parking expertise: Architects, Local Government Officials and Urban Planners

Q4. What related professions would benefit most from a better understanding of the value of parking expertise in the early planning process of any project?

"Survey results show a dead heat between local government officials, urban planners, and architects. Parking was traditionally overlooked by these groups, but that is rapidly changing and we're seeing greater understanding about the benefits of working together as a team."

Liliana Rambo, CAPP
 Director of Parking, Houston Airport System City of Houston



Parking and Societal Changes

Q5. What societal changes do you believe are having the most influence on parking?

Gasoline prices Focus on environment/sustainability Desire for livable, walkable communities Migration to urban areas Use of bicycles for commuting Aging population Concerns about safety Desire for more aesthetic design Alternative fuel vehicles



"It's estimated that 30% of the traffic in any city is people in cars searching for parking. Contrary to what many outsiders believe, people in the parking industry don't want more parking; we strive for more efficient parking that benefits transportation flow overall."

Allen Corry, CAPP
 Parking Services Director,
 Town of Greenwich, CT

Common Parking Problems and Mistakes

Q6. What is the most common parking operations, design, or management problem or mistake you've encountered that you feel could have been avoided had competent parking expertise been used?

This question was open-ended and nearly all the parking professionals responded. A common thread was frustration with how avoidable many of the parking problems they see are; they citied poor planning, poor design, lack of foresight, and failure to consult those with parking experience and expertise as major reasons for the problems they encounter.

Top results for parking problems or mistakes that could have been avoided largely fell into these categories:

- Design issues including poor design of physical space, and ingress/egress
- Planning issues such as not locating facility for best/most efficient outcome
- Lack of understanding for the need/value of parking expertise

A sampling of responses:

"From the planning side of the equation, we continue to see outdated methods being used to determine how much parking is needed, often resulting in an overabundance of parking that sits unused or which hampers the growth and economic potential of our communities."

"Decision makers not knowledgeable about new parking technologies."

"Failure to think about parking in the planning stages."

"Exiting 1,200 cars through one exit."

"Overbuilding supply."

"Slow exits."

"Inefficient layout and poor aesthetics."

"Poor wayfinding/signage."

"Lack of parking guidance systems to find open spots."

"No connectivity between parking and urban centers."

"Not planning for rush times."

"Deferred maintenance."

"Poorly designed turn lanes within garages."

"Poor striping."

"Misinformed attitude of owners and architects: 'I can do that."

"Bad placement of entrance and exit gates."

"Structure where design doesn't match demand or use."

"Planning, design, and construction of multi-use parking facilities where parking is the largest component, but it is given the least emphasis."

"Lack of vision to invest in mass transit systems to handle large movements of people."

"Overlooking important issues such as water and power sources, snow removal, entry/exit functionality, and how and by whom the facility will be used."

"Removing parking to build new buildings and then not having enough parking."

"Lack of coordination between on-street and off-street parking assets."

"There are many problems in existing garages or lots that would never have occurred if only someone had consulted a parking expert in the design and planning phase."

- Guillermo Leiva Assistant Commissioner, New York City Department of Transportation

"Decision-makers need to understand the impact and complexity of parking."

> — Michael Robertson Deputy Director of Off-Street Parking San Francisco Municipal Transportation Agency
IPI 2012 Emerging Trends in Parking Survey Purpose and Methodology

The International Parking Institute (IPI), the world's largest association representing the parking industry, conducted an online survey among parking professionals to determine emerging trends and solicit input on a range of topics.

The survey was conducted between May 8 and May 22, 2012 among members of the International Parking Institute and its parking communities. A link to the survey was distributed via email to IPI members, subscribers to the IPInsider e-newsletter and *Parking Matters*[®] Blog, and to members of IPI's LinkedIn Group. While there was some global representation, the vast majority of respondents were parking leaders, managers and department heads, and owners and operators in the United States. Results were tabulated and analyzed by the Washington, D.C.-based Market Research Bureau. For more information about the International Parking Institute, visit *www.parking.org.*

and Methodology



Appendix 4 – Chapter 40-61 of the North Dakota Century Code

CHAPTER 40-60 PROMOTION AND ACQUISITION OF MUNICIPAL PARKING FACILITIES

40-60-01. Reservation of areas for parking.

To alleviate traffic congestion in municipalities, prevent the development of blight, and implement orderly plans for urban development and urban renewal, it is necessary that adequate and suitable space be reserved, particularly in central business areas, for parking facilities; which phrase is defined to include, but without limitation, all offstreet lots, sites, parking meters and other control devices, garages, ramps, and other structures and accessories, both aboveground and belowground, which are used or useful for the parking, delivery, fueling and servicing of automobiles and other motor vehicles, the collection of charges therefor, and the convenience of the patrons of the facilities. The withdrawal of a disproportionate amount of land for this purpose from use for commercial development and from the tax base of municipalities is undesirable and can be avoided, when the growth of business areas makes it economically feasible, by the construction of multilevel parking ramps and garages, and by making the space above, below, or adjacent thereto available for commercial development and use. It is the policy and purpose of the state to authorize and encourage municipal action, and cooperation of municipalities with public and private persons, firms, corporations, and limited liability companies in the acquisition, construction, improvement, development, extension, financing, operation, maintenance, and leasing of parking facilities, and of commercially usable space therein and adjacent thereto for the purposes and by the methods described in section 40-60-02.

40-60-02. Powers of municipalities pertaining to parking areas.

Any municipality is authorized:

- 1. To acquire, construct, improve, develop, and extend parking facilities.
- 2. To provide funds for this purpose by the budgeting of current funds, the levy of taxes or special assessments, or the issuance of bonds or other obligations, or by any combination of these means, pursuant to and in accordance with the provisions of chapters 21-03, 40-22 to 40-27, 40-35, 40-40, and 40-57, and of all other applicable laws now in force or hereafter enacted.
- 3. To devote to this purpose any land, buildings, structures, and equipment which may be owned by the municipality, and are determined by its governing body to be useful therefor and not required for another municipal purpose, and whose use for this purpose is not restricted by the terms of any conveyance or judgment by which such properties were acquired.
- 4. To operate and maintain parking facilities and establish and collect rates, charges, and rentals for the use thereof by all public and private persons, firms, corporations, and limited liability companies.
- 5. To lease parking facilities, and any part thereof, to any public or private person, firm, corporation, or limited liability company upon such terms as the governing body may determine; provided, that:
 - a. No lease may be executed for a longer term, or shall be subject to extension at the option of the lessee for an additional term or terms, exceeding the maximum period prescribed by section 47-16-02.
 - b. Every lease shall provide that title to all real property, buildings, and improvements on real property or in buildings subject to the lease, whether or not previously owned or acquired, constructed or financed by the municipality, and title to all other real and personal property subject to the lease which was previously owned or is acquired, constructed or financed by the municipality, shall be and remain in the municipality.
 - c. If the entire site of any parking facilities and all improvements constructed thereon are leased, the lease shall specify the amount of space to be operated and maintained exclusively for public parking of motor vehicles, and the area of such space shall be not less than two times the area of the space, if any, to be made available within the facilities for commercial use.

d. Any lease may permit the sublease of part or all of the facilities, but the minimum parking space specified in accordance with subdivision c shall be used or subleased solely for public parking, and all other space in the facilities shall be used or subleased solely for commercial or industrial use furthering the policies and purposes declared in chapter 40-57, and may be so used notwithstanding any provisions of that chapter precluding the use of previously owned municipal property or of municipally operated property for the projects therein authorized.

- e. If under the terms of the lease the lessee is to construct and finance part or all of the parking facilities to be provided at the leased site, the lease may permit the lessee's interest therein to be mortgaged to secure the repayment of money borrowed by the lessee for this purpose, upon reasonable terms approved by the governing body of the lessor, and may allow the mortgagee a reasonable time to cure any default in the payment of rentals and the performance of covenants under the lease, prior to the termination thereof by the lessor.
- f. Every lease or part or all of the facilities at a particular site shall provide for the payment by the lessee of all costs of the operation and maintenance of the leased property, including all taxes and special assessments validly levied on the premises or leasehold, adequate insurance against loss of or damage to the leased property and loss or damage to other persons or property from any and all operations conducted thereon, and for payment by the lessee of net annual rentals at least sufficient to pay all principal and interest becoming due during the lease term on any amount of bonds issued by the municipality to pay capital costs of the leased property, and at least sufficient to reimburse the municipality for any other expenditure made by it to pay such capital costs, in annual amounts such that, if continued uniformly over the useful life of the facilities, the total amount of such investment would be repaid in full with interest at five percent per annum on the balance thereof from time to time remaining unpaid.
- g. The leasehold created by any such lease is classified as personal property, and any such portion of such premises not used solely for public parking of motor vehicles shall be subject to taxation.

CHAPTER 40-61 MUNICIPAL PARKING AUTHORITY ACT

40-61-01. Definitions.

In this chapter, unless the context or subject matter otherwise requires:

- 1. "Authority" means any corporation created under the authority of this chapter.
- 2. "Board" means the members of the authority.
- 3. "Bonds" means the bonds authorized in this chapter.
- 4. "City" means any city with a municipal parking authority.
- 5. "Project" means any area or place operated or to be operated by an authority for the parking or storing of motor and other vehicles and includes all real and personal property, driveways, roads, approaches, structures, terminals of all kinds, garages, meters, mechanical equipment, and all appurtenances and facilities either on, above, or under the ground which are used and usable in connection with such parking or storing of such vehicles in the area of the city.
- 6. "Projects" means more than one project.
- "Property owner" means either a real estate owner, the beneficial owner of a leasehold on a building constructed on railroad property, or the owner of a retail or wholesale personal property inventory subject to an annual tax in excess of one thousand dollars.
- 8. "Real property" means lands, structures, franchises, and interest in lands, and any and all things usually included within the said term, and includes not only fees simple absolute but also any and all lesser interests, such as easements, rights of way, uses, leases, licenses, and all other incorporeal hereditaments and every estate, interest, or right, legal or equitable, including terms of years.

40-61-02. Municipal parking authorities.

Any city may create a board to be known as a municipal parking authority. Such board shall be a body corporate, constituting a public benefit corporation, and its existence shall commence upon the appointment of the members as herein provided. It shall consist of a chairman and four other members, who shall be appointed by the governing body of the city. Three members of the board shall be property owners within the benefited areas and two members of the board shall be guarantors of the bonds of the authority if any have been issued and guaranteed by property owners. If the authority has not issued bonds or if property owners have not guaranteed said bonds as hereinafter provided, then two members may be appointed at large. Of the members first appointed, one shall be appointed for a period of one year, one for a period of two years, one for a period of three years, one for a period of four years, and one for a period of five years. At the expiration of such terms, the terms of office of their successors shall be five years. Each member shall continue to serve until the appointment and qualification of the member's successor. Vacancies in such board occurring otherwise than by the expiration of term shall be filled for the unexpired term. The members of the board shall choose from their number a vice chairman. The governing body of the city may remove any member of the board for inefficiency, neglect of duty, or misconduct in office, giving that member a copy of the charges against that member and an opportunity of being heard in person, or by counsel, in that member's defense upon not less than ten days' notice. The members of the board shall be entitled to no compensation for their services but shall be entitled to reimbursement for their actual and necessary expenses incurred in the performance of their official duties. The powers of the authority shall be vested in and exercised by a majority of the members of the board then in office. Such board may delegate to one or more of its members or to its officers, agents, and employees such powers and duties as it may deem proper. Such board and the corporate existence of the authority shall continue until all its liabilities have been met and its bonds have been paid in full or such liabilities or bonds have otherwise been discharged and until the existence of the authority is terminated by official action of the governing body of the city. Upon its ceasing to exist, all its rights and properties shall pass to the city.

40-61-03. Purpose and powers of an authority.

The purpose of an authority shall be to construct, operate, and maintain one or more projects in the city and to promote and acquire municipal parking facilities in accordance with the provisions of this chapter and to promote municipal development by making space above, below, or adjacent to parking facilities available for commercial development and use in order to further purposes outlined in this chapter and in chapter 40-60. To carry out said purpose, an authority shall have power:

- 1. To sue and be sued.
- 2. To acquire, hold, and dispose of personal property for its corporate purposes, including the power to purchase prospective or tentative awards in connection with the condemnation of real property.
- 3. To acquire in the name of the city by purchase or condemnation, and use necessary real property. All real property acquired by the authority by condemnation must be acquired in the manner provided in the condemnation law or in the manner provided by chapter 32-15 for the condemnation of land by a city.
- 4. To make bylaws for the management and regulation of its affairs and, subject to agreements with bondholders, for the regulation of the project.
- 5. To appoint officers, agents, and employees, to prescribe their qualifications, and to fix their compensation. However, the officers, agents, and employees shall not be subject to the civil service law.
- 6. To appoint an attorney, who may be the city attorney, and to fix that person's compensation.
- 7. To make contracts and leases and to execute all instruments necessary or convenient.
- 8. To construct such buildings, structures, and facilities as may be necessary.
- 9. To reconstruct, improve, maintain, and operate the projects.
- 10. To accept grants, loans, or contributions from the United States, the state of North Dakota, or any agency or instrumentality of either of them, or the city, or an individual, by bequest or otherwise, and to expend the proceeds for any purposes of the authority.
- 11. To fix and collect rentals, fees, and other charges for the use of the projects or any of them, subject to and in accordance with such agreements with bondholders as may be made as hereinafter provided.
- 12. To construct, operate, or maintain in the projects all facilities necessary or convenient in connection therewith. To contract for the construction, operation, or maintenance of any parts thereof or for services to be performed. To rent parts thereof, and grant concessions, all on such terms and conditions as it may determine. However, the authority, the city, or any agency of an authority or city, or any other person, firm, corporation, or limited liability company may not, within or on any property comprising a part of any project authorized by this chapter, sell, dispense, or otherwise handle any product used in or for the servicing of any motor vehicle using any project or facility authorized by this chapter and the location of sites of the projects shall be subject to the prior approval of the governing body of the city.
- 13. To encourage commercial development and use of space above, below, or adjacent to parking facilities by exercising the powers granted municipalities under subsection 5 of section 40-60-02. However, subdivision c of subsection 5 of section 40-60-02 is not applicable to leases entered into by the authority.

40-61-03.1. Financing projects and facilities.

An authority may provide funds for its purposes by using the following methods or any combination thereof:

- 1. Issuing bonds of an authority as authorized by section 40-61-08.
- 2. Issuing notes of an authority as authorized by section 40-61-09.
- 3. In cooperation with cities whereby cities may agree to assist in financing projects and facilities through the issuance of municipal bonds or other obligations, budgeting of current funds, the levy of taxes or special assessments, or by any combination of these means pursuant to or in accordance with the provisions of chapters 21-03, 40-22

to 40-27, 40-35, 40-40, and 40-57 and all other applicable laws now in force or hereafter enacted.

40-61-04. Officers and employees.

Municipal parking authorities shall not be subject to civil service or merit system laws, veterans preference laws, or other laws, ordinances, and regulations pertaining to the status of municipal employees. Employees of a municipal parking authority shall have the same position as employees of a private corporation and the board of directors of a municipal parking authority shall manage their employee relationships in the same manner as private corporations.

40-61-05. Conveyance of property by a city to an authority - Acquisition of property by a city or by an authority.

- 1. A city may, by resolution or resolutions of the governing body or by instruments authorized by such resolutions, convey, with or without consideration, to an authority real and personal property owned by the city for use by an authority as a project or projects or a part thereof. In case of real property so conveyed, the title thereto shall remain in the city but the authority shall have the use and occupancy thereof for so long as its corporate existence shall continue. In the case of personal property so conveyed, the title shall pass to the authority.
- 2. A city may acquire in the name of the city by purchase or condemnation real property in the city for any of the projects.
- 3. Contracts may be entered into between a city and an authority providing for the property to be conveyed by a city to an authority, the additional property to be acquired by a city and so conveyed, and the amounts, terms, and conditions of payment to be made by an authority. Any such contracts between a city and an authority may be pledged by the authority to secure its bonds and may not be modified thereafter except as provided by the terms of the pledge. The governing body of a city may authorize such contracts between a city and an authority and no other authorization on the part of a city for such contracts shall be necessary.
- 4. An authority may itself acquire real property for a project in the name of the city at the cost and expense of the authority by purchase or condemnation pursuant to chapter 32-15 and to the laws relating to the condemnation of land by cities. An authority shall have the use and occupancy of such real property so long as its corporate existence shall continue.
- 5. In case an authority shall have the use and occupancy of any real property which it shall determine is no longer required for a project, then, if such real property was acquired at the cost and expense of the city, the authority shall have power to surrender its use and occupancy thereof to the city, or, if such real property was acquired at the cost and expense of an authority, then the authority shall have power to sell, lease, or otherwise dispose of said real property at public or private sale, and shall retain and have the power to use the proceeds of sales, rentals, or other moneys derived from the disposition thereof for its purposes.

40-61-06. Construction contracts.

An authority shall let contracts for construction in the same manner, so far as practicable, as is provided by law for contracts of cities except that if the estimated expense of a contract does not exceed five hundred dollars, such contract may be entered into without public letting. Nothing in this section shall be construed to limit the power of an authority to do any construction directly by the officers, agents, and employees of the authority.

40-61-07. Moneys of the authority.

All moneys of an authority shall be paid to the city auditor as agent of the authority, who shall not commingle such moneys with any other moneys. Such moneys shall be deposited in a separate bank account or accounts. The moneys in such accounts shall be paid out by the auditor on requisition of the chairman of the authority or of such other person or persons as the authority may authorize to make such requisitions after audit by the auditor. Approval of the payment of an account or claim shall be recorded in the record of the proceedings of the authority and this shall be sufficient to indicate approval without requiring the approving members to sign or initial the voucher or order for payment. All deposits of such moneys shall, if required by the auditor or the authority, be secured by obligations of the United States or of the state of North Dakota of a market value equal at all times to the amount of the deposit, and all banks and trust companies are authorized to give such security for such deposits. The auditor and the auditor's legally authorized representatives are authorized and empowered from time to time to examine the accounts and books of the authority, including its receipts, disbursements, contracts, leases, sinking funds, investments, and any other records and papers relating to its financial standing. An authority shall have power, notwithstanding the provisions of this section, to contract with the holders of any of its bonds as to the custody, collection, securing, investment, and payment of any moneys of the authority, or any moneys held in trust or otherwise for the payment of bonds or in any way to secure bonds, and to carry out any such contract notwithstanding that such contract may be inconsistent with the previous provisions of this section. Moneys held in trust or otherwise for the payment of bonds or in any way to secure bonds and deposits of such moneys may be acquired in the same manner as moneys of the authority, and all banks and trust companies are authorized to give such security for such deposits.

40-61-08. Bonds of an authority.

- An authority may from time to time issue its negotiable bonds for any purpose mentioned in section 40-61-03, including the acquisition, construction, reconstruction, and repair of personal and real property of all kinds deemed by the board to be necessary or desirable to carry out such purpose, as well as to pay such expenses as may be deemed by the board necessary or desirable to the financing and placing the project or projects in operation. An authority may from time to time and whenever it deems refunding expedient, refund any bonds by the issuance of new bonds, whether the bonds to be refunded have or have not matured, and may issue bonds partly to refund bonds then outstanding and partly for any other purpose hereinabove described. The refunding bonds may be exchanged for the bonds to be refunded, with such cash adjustments as may be agreed, or may be sold and the proceeds applied to the purchase or payment of the bonds to be refunded. In computing the total amount of bonds of an authority which may at any time be outstanding, the amount of the outstanding bonds to be refunded from the proceeds of the sale of new bonds or by exchange for new bonds shall be excluded. Except as may otherwise be expressly provided by an authority, the bonds of every issue shall be payable out of any moneys or revenues of an authority, subject only to any agreements with the holders of particular bonds pledging any particular moneys or revenues. Notwithstanding the fact that the bonds may be payable from a special fund, if they are otherwise of such form and character as to be negotiable instruments under chapter 41-08, the bonds shall be and are hereby made negotiable instruments within the meaning of and for all the purposes of chapter 41-08, subject only to the provisions of the bonds for registration.
- 2. The bonds shall be authorized by resolution of the board and shall bear such date or dates, mature at such time or times, not exceeding thirty years from their respective dates, bear interest at such rate or rates, resulting in an average annual net interest cost not exceeding twelve percent per annum payable annually or semiannually on those issues which are sold at private sale, be in such denominations, be in such form, either coupon or registered, carry such registration privileges, be executed in such manner, be payable in lawful money of the United States at such place or places, and be subject to such terms of redemption, as such resolution or resolutions may provide. The bonds may be sold at public or private sale for such price or prices as the authority shall determine. There is no interest rate ceiling on those issues sold at public sale or to the state of North Dakota or any of its agencies or instrumentalities.

3. Any resolution or resolutions authorizing any bonds or any issue of bonds may contain provisions, which shall be part of the contract with the holders of the bonds thereby authorized, as to:

- a. Pledging all or any part of the revenues of a project or projects to secure the payment of the bonds, subject to such agreements with bondholders as may then exist.
- b. The rentals, fees, and other charges to be charged, and the amounts to be raised in each year thereby, and the use and disposition of the revenues.
- c. The setting aside of reserves or sinking funds, and the regulation and disposition thereof.
- d. Limitations on the right of an authority to restrict and regulate the use of a project.
- e. Limitations on the purpose to which the proceeds of sale of any issue of bonds then or thereafter to be issued may be applied and pledging such proceeds to secure the payment of the bonds or of any issue of the bonds.
- f. Limitations on the issuance of additional bonds, the terms upon which additional bonds may be issued and secured, and the refunding of outstanding or other bonds.
- g. The procedure, if any, by which the terms of any contract with bondholders may be amended or abrogated, the amount of bonds the holders of which must consent thereto, and the manner in which such consent may be given.
- h. Limitations on the amount of moneys derived from a project to be expended for operation, administration, or other expenses of an authority.
- i. Vesting in a trustee or trustees of such property, rights, powers, and duties in trust as an authority may determine which may include any or all of the rights, powers, and duties of the trustee appointed by the bondholders pursuant to section 40-61-15, and limiting or abrogating the right of the bondholders to appoint a trustee under said section or limiting the rights, duties, and powers of such trustee.
- j. Any other matters, of like or different character, which in any way affect the security or protection of the bonds.
- 4. It is the intention hereof that any pledge of revenues or other moneys made by an authority shall be valid and binding from the time when the pledge is made, that the revenues or other moneys so pledged and thereafter received by an authority shall immediately be subject to the lien of such pledge without any physical delivery thereof or further act, and that the lien of any such pledge shall be valid and binding as against all parties having claims of any kind in tort, contract, or otherwise against an authority irrespective of whether such parties have notice thereof. Neither the resolution nor any other instrument by which a pledge is created need be recorded.
- 5. Neither the members of an authority nor any person executing the bonds shall be liable personally on the bonds or be subject to any personal liability or accountability by reason of the issuance thereof.
- 6. An authority shall have power out of any funds available therefor to purchase bonds. An authority may hold, cancel, or resell such bonds, subject to and in accordance with agreements with bondholders.
- 7. In the discretion of an authority, the bonds may be secured by a trust indenture by and between an authority and a corporate trustee, which may be any trust company or bank within or without the state of North Dakota. Such trust indenture may contain such provisions for protecting, and enforcing the rights and remedies of the bondholders as may be reasonable and proper and not in violation of law, including covenants setting forth the duties of an authority in relation to the construction, maintenance, operation, repair, and insurance of the project or projects and the custody, safeguarding, and application of all moneys, and may provide that the project or projects shall be constructed and paid for under the supervision and approval of consulting engineers. Notwithstanding the provisions of section 40-61-07, an authority may provide by such trust indenture for the payment of the proceeds of the bonds and the revenues of the project or projects to the trustee under such trust indenture or

other depository, and for the method of disbursement thereof, with such safeguards and restrictions as it may determine. All expenses incurred in carrying out such trust indenture may be treated as a part of the cost of maintenance, operation, and repairs of the project or projects. If the bonds shall be secured by a trust indenture, the bondholders shall have no authority to appoint a separate trustee to represent them, and the trustee under such trust indenture shall have and possess all of the powers which are conferred by section 40-61-15 upon a trustee appointed by bondholders.

8. An authority shall also have power and is hereby authorized from time to time to issue revenue bonds in accordance with the provisions of chapter 40-57, but only for the purpose of financing a parking project in support of those projects referred to in subdivision c of subsection 2 of section 40-57-02. In the issuance of such bonds, the authority shall have all of the powers granted to a municipality in chapter 40-57, and shall be controlled in the exercise of such powers only by the provisions of chapter 40-57, and not by any of the provisions of this chapter with reference to other bonds and notes of the authority.

40-61-09. Notes of an authority.

An authority shall have power from time to time to issue notes and from time to time to issue renewal notes, herein referred to as notes, maturing not later than five years from their respective original dates for any purpose or purposes for which bonds may be issued, whenever an authority shall determine the payment thereof can be made in full from any moneys or revenues which an authority expects to receive from any source. Such notes may, among other things, be issued to provide funds to pay preliminary costs of surveys, plans, or other matters relating to any proposed or existing project. An authority may pledge such moneys or revenues. subject to any other pledge thereof, for the payment of the notes and may in addition secure the notes in the same manner and with the same effect as herein provided for bonds and may also secure the notes by the guarantee of two or more property owners. The notes shall be issued in the same manner as bonds. An authority shall have power to make contracts for the future sale from time to time of the notes, by which the purchasers shall be committed to purchase the notes from time to time on terms and conditions stated in such contracts, and an authority shall have power to pay such consideration as it shall deem proper for such commitments. In case of default on its notes, or violation of any of the obligations of an authority to the noteholders, the noteholders shall have all the remedies provided herein for bondholders.

40-61-10. Debt guarantee.

Prior to the issuance of any bonds authorized by this chapter, except revenue bonds authorized in subsection 8 of section 40-61-08, the authority shall require that the payment of not less than ten percent of the principal and interest of the bonds issued for any project be guaranteed through the use of one or more of the following methods:

- 1. A contract of personal guarantee entered into between the authority, the bondholders, and at least three benefited property owners.
- 2. The guarantee of said payments by the municipality through the issuance of municipal bonds or other obligations, budgeting of current funds, the levy of taxes or special assessments or by any combination of these pursuant to and in accordance with the provisions of chapters 21-03, 40-22 to 40-27, 40-35, 40-40, and 40-57 and of all other applicable laws now in force or hereinafter enacted.

40-61-11. Agreement of a city.

1. Cities may pledge to and agree with the holders of the bonds that the city will not limit or alter the rights hereby vested in the authority to acquire, construct, maintain, reconstruct, and operate the project or projects, to establish and collect rentals, fees, and other charges and to fulfill the terms of any agreements made with the holders of the bonds, or in any way impair the rights and remedies of the bondholders, until the bonds, together with interest thereon, with interest on any unpaid installments of interest and all costs and expenses in connection with any action or proceeding by or on behalf of the bondholders are fully met and discharged.

2. Authorities are hereby authorized, in their discretion, for and on behalf of themselves and the city which authorized them, to covenant and agree with the holders of the bonds, with such exceptions and limitations as it may deem in the public interest, that no public parking areas except those acquired and operated by the authority will be constructed or operated in the city by the city, or by any public benefit or other corporation the members or some of which are elected or are appointed by city officials, until either the bonds, together with interest thereon, interest on any unpaid installments of interest and all costs and expenses in connection with any action or proceeding by or on behalf of the bondholders are fully met and discharged, or principal or interest of any of the bonds shall be overdue and unpaid for a period of three years or more.

40-61-12. State and city not liable on bonds - Exceptions as to cities.

The bonds and other obligations of an authority shall not be a debt of the state of North Dakota and the state shall not be liable thereon. The bonds and other obligations of an authority shall not be a debt of a city and a city shall not be liable thereon unless a city agrees to assist in financing projects and facilities through the issuance of municipal bonds or other obligations which are considered to be a part of the debt of the city as provided in section 40-61-03.1.

40-61-13. Bonds legal investments for public officers.

Except as otherwise provided in the Constitution of North Dakota, the bonds are hereby made securities in which all public officers and bodies of this state and all municipalities and municipal subdivisions, all banks, bankers, trust companies, savings banks, savings associations, including savings and loan associations, investment companies, and other persons carrying on a banking business, and all other persons whatsoever except as hereinafter provided, who are now or may hereafter be authorized to invest in bonds or other obligations of the state, may properly and legally invest funds, including capital in their control or belonging to them. However, notwithstanding the provisions of any other general or special law to the contrary, the bonds are not eligible for the investment of funds, including capital, of trusts, estates, or guardianships under the control of individual administrators, guardians, executors, trustees, and other individual fiduciaries. The bonds are authorized securities which may be deposited with and shall be received by all public officers and bodies of this state and all municipalities and municipal subdivisions for any purpose for which the deposit of bonds or other obligations of other obligations of this state is now or may hereafter be authorized.

40-61-14. Tax exemptions.

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- 1. It is hereby determined that the creation of an authority and the carrying out of its corporate purposes is in all respects for the benefit of the people of the city which has authorized it and its environs, and is a public purpose, and an authority shall be regarded as performing a governmental function in the exercise of the powers conferred upon it by this chapter and shall be required to pay no ad valorem taxes upon any of the property acquired by it or under its jurisdiction or control or supervision or upon its activities. If property acquired by an authority is leased to any person and is used exclusively for automobile parking for general public patronage, the leasehold interest of the lessee shall not be subject to ad valorem taxation if exempt from such taxation by the governing board of the city in which such authority is located.
- 2. Any bonds or notes issued pursuant to this chapter, together with the income therefrom, as well as the property of an authority, shall be exempt from taxation, except for transfer and estate taxes.

40-61-15. Tax contract by the state.

The state of North Dakota covenants with the purchasers and with all subsequent holders and transferees of bonds or notes issued by an authority pursuant to this chapter, in consideration of the acceptance of and payment for the bonds or notes, that the bonds and notes of an authority issued pursuant to this chapter and the income therefrom, and all moneys, funds, and revenues pledged to pay or secure the payment of such bonds or notes shall at all times be free from taxation, except for estate taxes and taxes on transfers by or in contemplation of death.

40-61-16. Remedies of bondholders.

- 1. In the event that an authority shall default in the payment of principal of or interest on any issue of the bonds after the same shall become due, whether at maturity or upon call for redemption, and such default shall continue for a period of thirty days, or in the event that an authority shall fail or refuse to comply with the provisions of this chapter, or shall default in any agreement made with the holders of any issue of the bonds, the holders of twenty-five percent in aggregate principal amount of the bonds of such issue then outstanding, by instrument or instruments filed in the office of the recorder of the county in which the authority is located, unless the board of county commissioners designates a different official, and proved or acknowledged in the same manner as a deed to be recorded, may appoint a trustee to represent the holders of such bonds for the purposes herein provided.
- 2. Such trustee may, and upon written request of the holders of twenty-five percent in principal amount of such bonds then outstanding shall, in the trustee's own name:
 - a. By action or special proceeding enforce all rights of the bondholders, including the right to require an authority to collect revenues adequate to carry out by any agreement as to, or pledge of, such revenues, and to require an authority to carry out any other agreements with the holders of such bonds and to perform its duties under this chapter.
 - b. Bring suit upon such bonds.
 - c. By action or suit in equity, require an authority to account as if it were the trustee of an express trust for the holders of such bonds.
 - d. By action or suit in equity, enjoin any acts or things which may be unlawful or in violation of the rights of the holders of such bonds.
 - e. Declare all such bonds due and payable, and if all defaults shall be made good then with the consent of the holders of twenty-five percent of the principal amount of such bonds then outstanding, to annul such declaration and its consequences.
- 3. The district court shall have jurisdiction of any suit, action, or proceeding by the trustee on behalf of bondholders. The venue of any such suit, action, or proceeding shall be laid in the county in which the authority is located.
- 4. Before declaring the principal of all such bonds due and payable, a trustee shall first give thirty days' notice in writing to an authority.
- 5. Any such trustee, whether or not the issue of bonds represented by such trustee has been declared due and payable, shall be entitled as of right to the appointment of a receiver of any part or parts of the project the revenues of which are pledged for the security of the bonds of such issue, and such receiver may enter and take possession of such part or parts of the project and, subject to any pledge or agreement with bondholders, shall take possession of all moneys and other property derived from or applicable to the acquisition, construction, operation, maintenance, and reconstruction of such part or parts of the project and proceed with the acquisition of any necessary real property in connection with the project that an authority has covenanted to construct and with any construction which an authority is under obligation to do and to operate, maintain, and reconstruct such part or parts of the project and collect and receive all revenues thereafter arising therefrom subject to any pledge thereof or agreement with bondholders relating thereto and perform the public duties and carry out the agreements and obligations of an authority under the direction of the court. In any suit, action, or proceeding by the trustee, the fee, counsel fees, and expenses of the trustee and of the receiver, if any, shall constitute taxable disbursements and all costs and disbursements allowed by the court shall be a first charge on any revenues derived from such project.

6. Such trustee shall, in addition to the foregoing, have and possess all of the powers necessary or appropriate for the exercise of any functions specifically set forth herein or incident to the general representation of bondholders on the enforcement and protection of their rights.

40-61-17. Actions against an authority.

In every action against an authority for damages, for injuries to real or personal property, or for the destruction thereof, or for personal injuries or death, the complaint shall contain an allegation that at least thirty days have elapsed since the demand, claim, or claims upon which such action is founded were presented to a member of the authority, or to its secretary, or to its chief executive officer and that the authority has neglected or refused to make an adjustment or payment thereof for thirty days after such presentment.

40-61-18. Termination of an authority.

Repealed by S.L. 1969, ch. 387, § 9.

40-61-18.1. Termination of an authority by governing body.

A majority vote of the governing body of any city shall terminate an existing authority, and all rights, titles, and interest, and all obligations and liabilities thereof shall be vested in or possessed by the city which created the authority.

40-61-19. Inconsistent provisions in other acts superseded.

Insofar as the provisions of this chapter are inconsistent with the provisions of any other act, general or special, or of any local law of a city, the provisions of this title shall be controlling.