



PLANNING AND DEVELOPMENT

200 3rd Street North
Fargo, North Dakota

INTERSTATE PARKING

502 NP Avenue North
Fargo, North Dakota

MEMORANDUM

TO: Parking Commission Members

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

DATE: July 22, 2016

RE: Friday, July 29th Parking Commission Agenda

Parking Commission Mission Statement

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

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

**PARKING COMMISSION
Friday, July 29th, 2016, 8:00 a.m.
City Commission Room
AGENDA**

1. Approve Order of Agenda
2. Minutes – Meeting of June 24th, 2016 (Attachment 1)
3. Roberts Ramp Project (Attachment 2)
4. LinkFM Ridership (Attachment 3)
5. Interstate Report/Financial Data (Attachment 4)
6. Radisson Parking Agreement (Attachment 5)
7. On-Street Data Collection (Attachment 6)
8. Other Issues or Public Comments

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

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

Minutes are available on the City of Fargo Web site at www.cityoffargo.com/parking.

BOARD OF PARKING COMMISSIONERS MINUTES

Regular Meeting:

Friday:

June 24, 2016

The Regular Meeting of the Board of Parking Commissioners of the City of Fargo, North Dakota, was held in the City Commission Room at City Hall at 8:00 o'clock a.m., Friday, June 24, 2016.

The Parking Commissioners present or absent were as follows:

Present: Chairperson Commissioner Mike Williams (via conference call), Margie Bailly, Brian Hayer, Randy Thorson

Absent: Tracy Walvatne

Acting Chairperson Thorson called the meeting to order.

Item 1: Approve Order of Agenda

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

Item 2: Minutes: Regular Meeting of May 27, 2016

Member Bailly moved the minutes of the May 27, 2016 Parking Commission meeting be approved. Second by Member Hayer. All Members present voted aye and the motion was declared carried.

Item 3: Roberts Ramp Project Update

Planning Director Jim Gilmour reviewed the Guaranteed Project Cost proposal submitted by DFI Roberts LLC, that he distributed to the Board prior to the meeting. He stated this proposal was presented and approved at Monday's City Commission Meeting on June 20. Mr. Gilmour noted the projected completion date of the Roberts Street Parking Ramp is April 1, 2017.

Item 4: LinkFM Route and Ridership

Planner Derrick LaPoint provided an update noting ridership continues to increase as downtown construction projects proceed and parking becomes more limited. He highlighted some of the upcoming downtown events and reiterated staff's continued efforts to pursue and promote the public parking alternatives to help accommodate existing and future parking shortages downtown.

Item 5: Interstate Report/Financial Data

Andy Renfrew, Interstate Parking (IP), reviewed the May and June financial and operations reports. He noted some of the changes staff is making to shift contracted parking customers, as specific lots are closed due to construction projects.

Item 6: Updates

Derrick LaPoint presented updates on the following Items:

a. On-Street Parking Data Collection/4-Hour Time Zones on 5th Street

Mr. LaPoint stated staff continues to compile the data collected on April 28, 2016 and will present their findings at an upcoming Parking Commission meeting.

b. NDSU/NP Avenue Lot Easement

Mr. LaPoint reported staff is organizing a meeting with the entities to review the existing agreement. He will keep the Board updated on staff's findings and new agreement proposals.

c. Island Park/Civic Ramp Assessment

Derrick LaPoint shared that Planning Administrator Nicole Crutchfield is working on this contract which will be presented at the July 5, 2016 City Commission meeting.

d. City Hall

Jim Gilmour stated the demolition of the Civic Center's Centennial Hall will begin in the next few weeks. He explained the parking accommodations that are planned for the Civic Center Lot as the number of parking spaces decrease, affecting existing parking in this lot for staff and the public.

Additional items discussed by the Board:

1. Derrick LaPoint revisited the concern about who is responsible for the maintenance of the fence areas around the railroad track corridors. He stated staff is working with Interstate Parking to gather three quotes from area businesses to provide future service to maintain and repair/replace these fences to improve the existing appearances.

2. Jim Gilmour noted the parking control equipment at the Civic Ramp is outdated and staff is exploring options to replace these items with more efficient automated equipment to better monitor parking in this facility. He stated the parking agreement between the City and the Radisson Hotel has expired and needs to be re-negotiated. Mr. Gilmour has asked IP staff to create a Request for Proposals (RFP) for this equipment. He asked the Board for their approval to proceed with the RFP to present before the City Commission at an upcoming meeting.

Member Bailly moved to authorize staff to pursue the development of the Request for Proposals to be presented before the City Commission. Second by Member Hayer. All Members present voted aye and the motion was declared carried.

Board discussion continued regarding a proposed fee structure to include in the new contract agreement with the Radisson Hotel for the next 5 years.

Member Hayer moved to approve and recommend to the City Commission a parking rate increase of \$3.00 immediately, \$4.00 the second year, and \$5.00 the third year

through the duration of the five-year contract between the City and the Radisson Hotel for the Civic Ramp. Second by Member Bailly. All Members present voted aye and the motion was declared carried.


Item 7. Other Issues or Public Comments

No other issues or public comments were discussed.

The time at adjournment was 8:48 a.m.

MEMORANDUM

TO: PARKING COMMISSION

FROM: JIM GILMOUR, PLANNING DIRECTOR 

DATE: JULY 25, 2016

RE: ROBERTS PARKING RAMP REPORT

Construction has started on the Roberts Street Parking Ramp. This is a report on a couple of issues.

Contaminated Soil

An old fuel tank and contaminated soil was found on the parcel of property owned by the City of Fargo. The tank has been removed, and additional soil tests will be conducted to determine the area and severity of the contamination. Because the contamination is on the property that was owned by the city, the city will likely be responsible for removal/mitigation costs. I don't have cost estimates at this time.

Driveway Entrance

City ordinance limits the driveway width in commercial areas to 40 feet, as measured at the sidewalk. The proposed entrance to the Roberts Ramp would exceed this because of the three lanes and the angle of the sidewalk. I'm working with the City Attorney to revise the ordinance to allow an exception for parking ramps. An attachment shows the proposed entrance. (The driveway does not need to be 50 feet as the southern entrance is for bicycles and pedestrians.)

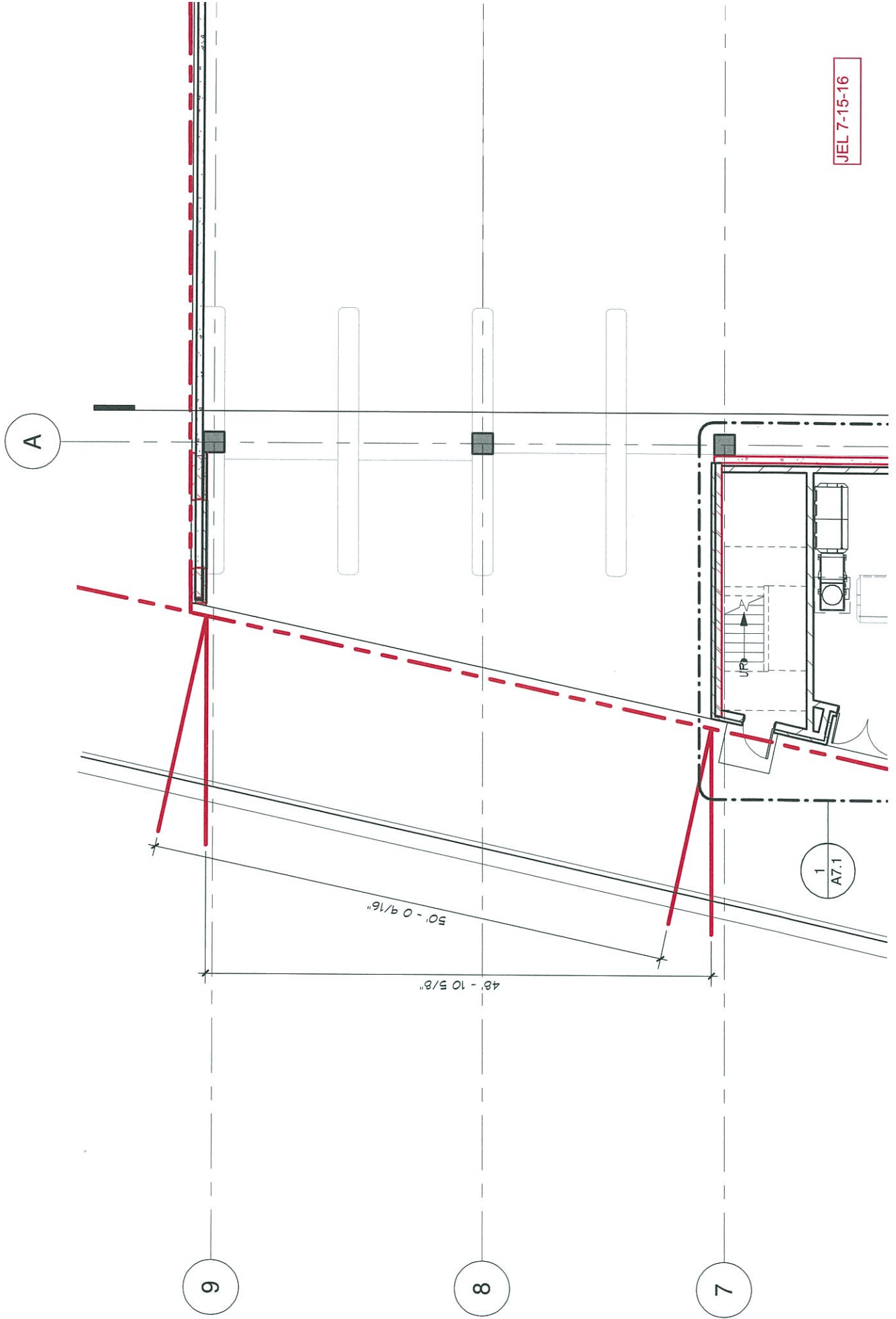
Bicycle Parking

The parking ramp will include an area for bicycle parking. (It is located in an area that could not be used for vehicle parking.) I asked the architect to include equipment to store 50 bicycles. Additional bicycle racks can be added in the future to increase the capacity to 250 bicycles.

Schedule

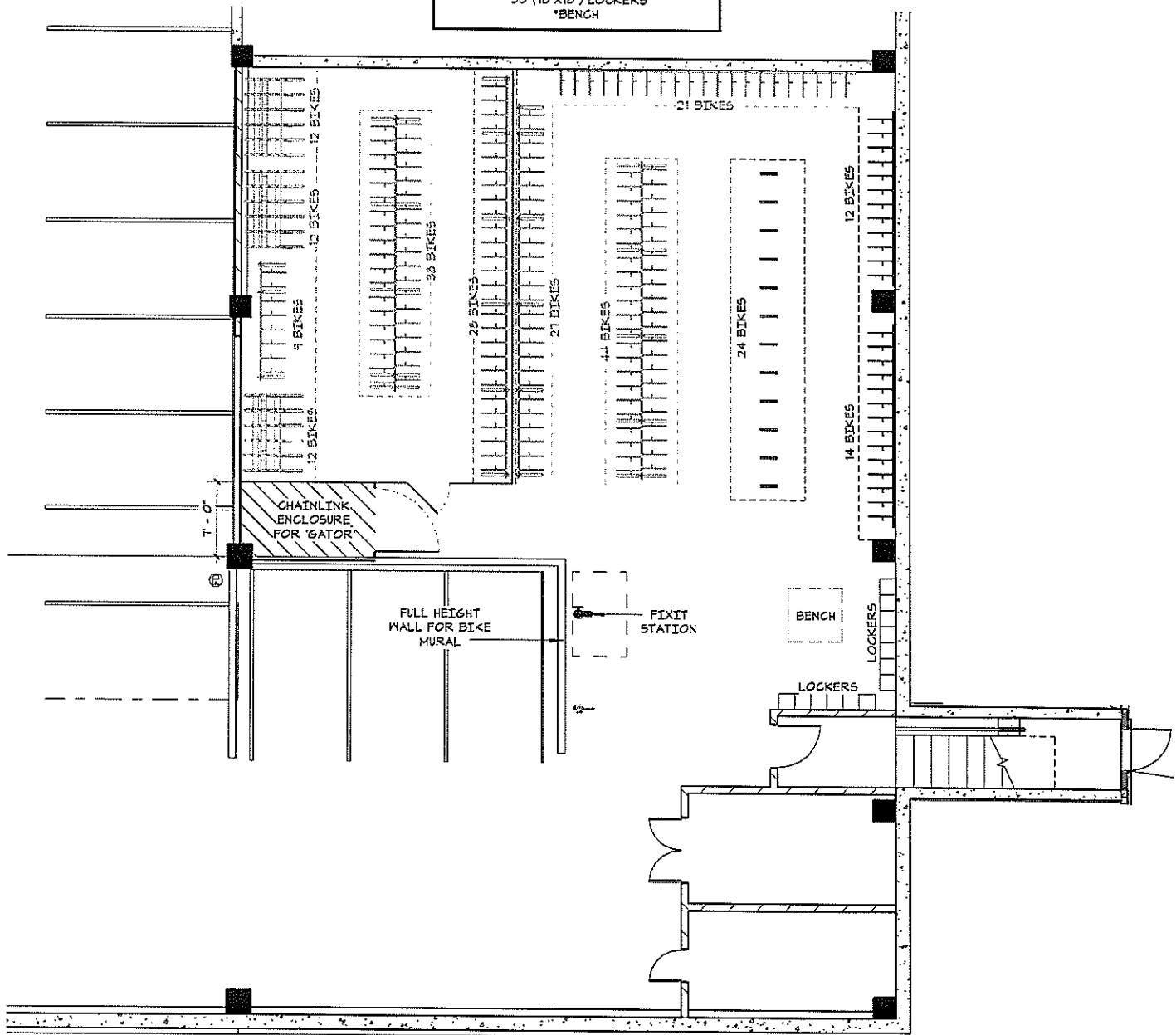
Foundation work is expected to begin the week of August 8th.

Attachments



PHASE 1 - 50 BIKES
*26 DEPRO WALL MOUNTED SPACE SAVERS
*12 DERO HOOP RACKS (24 BIKES)

EQUIPMENT
*1 DERO FIXIT STATION
*50 (18"x18") LOCKERS
*BENCH



Memorandum

To: Derrick LaPoint

From: Matthew G. Peterson / Assistant Transit Director

Date: July 25, 2016

RE: *LinkFM Ridership Report*



Ridership Improving

Twenty-three days into the month and almost 6,000 rides given show just how effective the LinkFM circulator is for the Fargo-Moorhead community. This July, the Downtown Street Fair, TEDxFargo, and reduced parking availability have given new insight to what LinkFM is able to offer our community.

| LinkFM Ridership | | | | | |
|-------------------|-----------|---------|-------|------------------|-------------------------------|
| Month | Ridership | Revenue | Hours | Rides / Rev Hour | |
| June of 2015 | 877 | 292.0 | | 3.00 | **Scandinavian Festival |
| July of 2015 | 2,750 | 332.5 | | 8.27 | **Street Fair |
| August of 2015 | 954 | 287.0 | | 3.32 | |
| September of 2015 | 1,176 | 280.0 | | 4.20 | |
| October of 2015 | 1,382 | 303.0 | | 4.56 | |
| November of 2015 | 1,418 | 273.0 | | 5.19 | |
| December of 2015 | 1,853 | 297.0 | | 6.24 | |
| January of 2016 | 1,444 | 275.0 | | 5.25 | |
| February of 2016 | 2,434 | 287.0 | | 8.48 | **Unglued |
| March of 2016 | 2,087 | 312.0 | | 6.69 | **Celtic Festival |
| April of 2016 | 1,644 | 287.0 | | 5.73 | **Route changed 4/18 |
| May of 2016 | 1,730 | 280.0 | | 6.18 | |
| June of 2016 | 2,429 | 308.0 | | 7.89 | *Scandinavia Festival |
| July of 2016 | 5,971 | 293.5 | | 20.34 | *** Street Fair / TEDx Events |
| TOTALS | 28,149 | 4107.0 | | 6.85 | |



INTERSTATE PARKING COMPANY OF ND

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MEMORANDUM

TO: Parking Commission
FROM: Interstate Parking
DATE: July 20th, 2016
RE: June 2016 Financial and Operations Report

Operations

The dust has mostly settled on the movement of parkers as a result of the loss of the 2nd Avenue North lot. There have been a handful of renters that have found private parking options but with the additional space we've made available in the GTC Garage and NP Avenue Lot we have been able to accommodate most parkers. I am also happy to report that we have a number of spaces still available in the 7th Street Lot and we've been working with the Downtown Community Partnership and other downtown stakeholders to spread the word. And finally, we have added more "Permit Only" parking stalls at the 2nd Avenue South lot to ensure our renters have a space going forward.

| Name | Total Spaces | Available Monthly Spaces | Spaces Rented | % Sold | JUNE PERCENT OCCUPIED | | MAY PERCENT OCCUPIED | | APRIL PERCENT OCCUPIED | |
|------------|--------------|--------------------------|---------------|--------|-----------------------|-------------|----------------------|-------------|------------------------|-------------|
| | | | | | 10 AM - Noon | 2 PM - 5 PM | 10 AM - Noon | 2 PM - 5 PM | 10 AM - Noon | 2 PM - 5 PM |
| Civic Ramp | 250 | 225 | 215 | 96% | 79% | 81% | 78% | 80% | 78% | 80% |
| 3rd Ave. | 40 | 40 | 43 | 108% | 63% | 63% | 73% | 73% | 75% | 75% |
| 2nd Ave. S | 65 | 25 | 39 | 156% | 81% | 88% | 71% | 76% | 62% | 69% |
| NP Ave. | 145 | 85 | 107 | 126% | 79% | 85% | 63% | 70% | 57% | 72% |
| GTC | 185 | 185 | 228 | 123% | 75% | 78% | 70% | 72% | 69% | 69% |
| 4th St. | 174 | 174 | 307 | 176% | 77% | 79% | 63% | 65% | 64% | 75% |
| 3rd St. | 145 | 145 | 224 | 154% | 70% | 73% | 70% | 74% | 74% | 78% |
| Main Ave. | 75 | 75 | 96 | 128% | 60% | 60% | 60% | 58% | 45% | 53% |
| IPR | 355 | 355 | 580 | 163% | 71% | 72% | 70% | 72% | 65% | 68% |
| 7th Street | 26 | 26 | 8 | 31% | | | | | | |

Financial Report

Revenue and Expenses were nearly identical to May with the exception of the revenue from the 2nd Avenue North lot. Expenses for the month included the second installment to Oasis Landscapes and the annual payment to Protection Systems Inc. for security monitoring at the Island Park Ramp.

On-Street Management

| Time Zone Violations | | | | | |
|----------------------|------|-----|-------|-------|-----------------|
| | June | May | April | March | Plates Recorded |
| Welcomes | 511 | 545 | 807 | 589 | 2726 |
| \$20 | 241 | 287 | 465 | 328 | 2392 |
| \$25 | 26 | 51 | 71 | 4 | 182 |
| \$30 | 106 | 112 | 139 | 9 | 222 |

City of Fargo

2016 Revenue Report



For the Month Ending June 30, 2016:

| | PK4001 Civic Center Ramp | PK4003 3rd Avenue Lot | PK4004 2nd Avenue North Lot | PK4005 2nd Avenue South Lot | PK4006 NP Avenue Lot | PK4007 GTC Ramp | PK4008 4th Street Lot | PK4009 3rd Street Lot | PK4010 Main Avenue Lot | PK4011 Island Park Ramp | PK4012 7th Street Lot | Total | Prior Year Total |
|-------------------------------|--------------------------------|-----------------------------|-----------------------------------|-----------------------------------|----------------------------|-----------------------|-----------------------------|-----------------------------|------------------------------|-------------------------------|-----------------------------|----------------------|----------------------|
| Monthly Parking Revenue | 17,254.00 | 3,225.00 | - | 2,592.00 | 5,840.34 | 17,090.70 | 17,360.00 | 11,904.00 | 4,310.19 | 29,079.03 | 23.83 | 108,679.09 | 103,568.77 |
| Transient Revenue | 1,342.00 | - | (6.60) | 2,293.70 | 2,548.25 | - | - | - | - | - | - | 6,177.35 | 5,794.75 |
| Pay by Phone | 2.00 | - | 76.50 | 313.50 | 375.00 | - | - | - | - | - | - | 767.00 | - |
| Validation Revenue | 5,166.00 | - | 9.75 | 433.75 | 296.75 | - | - | - | 84.75 | - | - | 5,991.00 | 1,598.00 |
| Violation Revenue | 17.00 | - | 66.00 | 56.00 | 327.00 | - | 17.00 | 22.00 | - | - | - | 505.00 | - |
| Event Revenue | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Gross Revenue | \$ 23,781.00 | \$ 3,225.00 | \$ 145.65 | \$ 5,688.95 | \$ 9,387.34 | \$ 17,090.70 | \$ 17,377.00 | \$ 11,926.00 | \$ 4,394.94 | \$ 29,079.03 | \$ 23.83 | \$ 122,119.44 | \$ 110,961.52 |
| Credit Card Fees | (147.86) | (13.09) | (206.56) | (230.78) | (208.42) | (24.16) | (24.48) | (18.03) | (15.96) | (86.55) | - | (975.89) | (587.23) |
| Sales Tax | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Special Event Payroll | - | - | - | - | - | - | - | - | - | - | - | - | (3,930.00) |
| Enforcement Payroll | - | (302.34) | (755.85) | (491.30) | (1,095.98) | - | (1,322.74) | (1,095.98) | (566.89) | (3,023.40) | (196.52) | (8,851.00) | - |
| Passport Fees | (2.00) | - | (52.39) | (41.58) | (125.18) | - | (8.80) | (10.80) | (8.80) | - | - | (249.55) | - |
| Management Fee | (7,878.00) | (1,260.00) | (3,151.00) | (2,048.00) | (1,590.00) | (5,830.00) | (5,515.00) | (4,569.00) | (2,363.00) | (2,780.00) | (608.40) | (37,592.40) | 39,288.00 |
| City Expenses: | | | | | | | | | | | | | (1,841.25) |
| Summit #1209673 | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Moorhead Electric #1770 | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Kustom Koncepts #1429 | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Oasis Landscapes #2015-839 | (263.75) | (108.89) | (33.50) | - | (134.60) | - | (73.81) | (73.81) | (142.54) | (53.55) | - | (884.45) | - |
| Red River Electric #W10120 | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Glacier Snow Mgmt. (Various) | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Protection Systems Inc #31962 | - | - | - | - | - | - | - | - | - | (315.00) | - | (315.00) | - |
| Superfrog #111826 | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Schindler Elevator (Various) | - | - | - | - | - | - | - | - | - | (98.00) | - | (98.00) | - |
| Toledo Ticket Co #177332 | (1,066.51) | - | - | - | - | - | - | - | - | - | - | (1,066.51) | - |
| GTC Office Lease | - | - | - | - | - | 120.00 | - | - | - | - | - | 120.00 | 120.00 |
| Total Adjustments | (9,358.12) | (1,684.32) | (4,199.30) | (2,811.66) | (3,154.18) | (5,734.16) | (6,944.83) | (5,767.62) | (3,097.19) | (6,356.50) | (804.92) | (49,912.80) | 33,049.52 |
| Service Permit Revenue | - | - | - | - | - | - | - | - | - | - | - | 675.00 | - |
| DRP3 Revenue | - | - | - | - | - | - | - | - | - | - | - | 750.00 | - |
| Net Operating Income | \$ 14,422.88 | \$ 1,540.68 | \$ (4,053.65) | \$ 2,877.29 | \$ 6,233.16 | \$ 11,356.54 | \$ 10,432.17 | \$ 6,158.38 | \$ 1,297.75 | \$ 22,722.53 | \$ (781.09) | \$ 73,631.64 | \$ 144,011.04 |

City of Fargo

2016 Revenue Report



For the Six Months Ending June 30, 2016:

| | PK4001 Civic Center Ramp | PK4003 3rd Avenue Lot | PK4004 2nd Avenue North Lot | PK4005 2nd Avenue South Lot | PK4006 NP Avenue Lot | PK4007 GTC Ramp | PK4008 4th Street Lot | PK4009 3rd Street Lot | PK4010 Main Avenue Lot | PK4011 Island Park Ramp | PK4012 7th Street Lot | Total | Prior Year Total |
|-----------------------------|--------------------------------|-----------------------------|-----------------------------------|-----------------------------------|----------------------------|-----------------------|-----------------------------|-----------------------------|------------------------------|-------------------------------|-----------------------------|----------------------|----------------------|
| Monthly Parking Revenue | 103,625.50 | 20,264.42 | 45,849.75 | 13,865.25 | 32,108.40 | 105,153.77 | 101,512.20 | 71,672.00 | 28,523.97 | 176,591.80 | 23.83 | 699,190.89 | 589,758.29 |
| Transient Revenue | 7,448.32 | - | 8,270.90 | 10,646.35 | 16,326.05 | - | - | - | - | - | - | 42,691.62 | 50,198.53 |
| Pay by Phone | 7.00 | - | 888.00 | 1,521.00 | 3,620.00 | - | - | - | - | - | - | 6,036.00 | - |
| Validation Revenue | 32,521.50 | - | 571.50 | 1,708.00 | 517.75 | - | - | - | 84.75 | 180.00 | - | 35,583.50 | 21,386.50 |
| Violation Revenue | 34.00 | 110.00 | 2,193.00 | 950.00 | 4,733.00 | - | 146.00 | 477.00 | 44.00 | 17.00 | - | 8,704.00 | - |
| Events Revenue | - | - | - | - | - | - | - | - | - | - | - | - | 9,864.00 |
| Gross Revenue | \$ 143,636.32 | \$ 20,374.42 | \$ 57,773.15 | \$ 28,690.60 | \$ 57,305.20 | \$ 105,153.77 | \$ 101,658.20 | \$ 72,149.00 | \$ 28,652.72 | \$ 176,788.80 | \$ 23.83 | \$ 792,206.01 | \$ 671,207.32 |
| Credit Card Fees | (885.92) | (82.49) | (1,125.37) | (1,476.78) | (1,419.00) | (157.23) | (57.43) | (102.16) | (39.86) | (512.97) | - | (5,859.21) | (2,705.17) |
| Sales Tax | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Special Event Payroll | - | - | - | - | - | - | - | - | - | - | - | - | (11,032.50) |
| Enforcement Payroll | - | (1,452.79) | (3,631.95) | (2,360.77) | (5,266.33) | - | (6,355.92) | (5,266.33) | (2,723.97) | (14,527.81) | (196.52) | (41,782.39) | - |
| Passport Fees | (4.00) | (47.91) | (848.29) | (391.86) | (1,571.70) | - | (45.61) | (115.48) | (30.40) | (2.00) | - | (3,057.25) | - |
| City Expenses: | | | | | | | | | | | | | (13,058.34) |
| Electric | (902.38) | - | - | - | - | (178.75) | - | - | - | (2,892.23) | - | (3,973.36) | |
| Signage | (507.05) | - | - | - | - | (533.75) | - | - | - | - | - | (1,040.80) | |
| Elevator | - | - | - | - | - | - | - | - | - | (905.00) | - | (905.00) | |
| NP Snow Removal | - | - | - | - | - | (2,705.65) | - | - | - | - | - | (2,705.65) | |
| Landscaping | (527.49) | (217.78) | (67.00) | - | (269.20) | - | (147.62) | (147.62) | (285.08) | (107.10) | - | (1,768.89) | |
| Remote Monitoring | - | - | - | - | - | - | - | - | - | (315.00) | - | (315.00) | |
| Ticketing | - | - | - | - | - | - | - | - | - | - | - | - | |
| Management Fee | (47,268.00) | (7,560.00) | (18,906.00) | (12,288.00) | (9,535.00) | (34,980.00) | (33,088.00) | (27,414.00) | (14,178.00) | (16,680.00) | (608.40) | (222,505.40) | (235,721.00) |
| GTC Office Lease | - | - | - | - | - | 720.00 | - | - | - | - | - | 720.00 | 720.00 |
| Total Adjustments | (50,094.84) | (9,360.97) | (24,578.61) | (16,517.41) | (18,061.23) | (37,835.38) | (39,694.58) | (33,045.59) | (17,257.31) | (35,942.11) | (804.92) | (283,192.95) | (261,797.01) |
| Service Permit Revenue | - | - | - | - | - | - | - | - | - | - | - | 2,050.00 | - |
| DRP3 Revenue | - | - | - | - | - | - | - | - | - | - | - | 3,547.00 | - |
| Net Operating Income | \$ 93,541.48 | \$ 11,013.45 | \$ 33,194.54 | \$ 12,173.19 | \$ 39,243.97 | \$ 67,318.39 | \$ 61,963.62 | \$ 39,103.41 | \$ 11,395.41 | \$ 140,846.69 | \$ (781.09) | \$ 514,610.06 | \$ 409,410.31 |



INTERSTATE PARKING COMPANY OF ND

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Fargo, North Dakota

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www.fargoparking.com

MEMORANDUM

TO: Parking Commission

FROM: Interstate Parking

DATE: July 20th, 2016

RE: 2016 Street Fair Recap

| 2016 Street Fair Revenue | | | | |
|--------------------------|------------------|--------------------|--------------------|--------------------|
| | Thursday 7/14 | Friday 7/15 | Saturday 7/16 | Total |
| 2nd Avenue | \$ - | \$ - | \$ 128.00 | \$ 128.00 |
| NP Avenue | \$ 181.75 | \$ 744.00 | \$ 684.00 | \$ 1,609.75 |
| 4th Street | \$ - | \$ 81.00 | \$ 211.00 | \$ 292.00 |
| Main Avenue | \$ 122.75 | \$ 113.00 | \$ 225.00 | \$ 460.75 |
| Island Park | \$ 620.25 | \$ 1,103.00 | \$ 1,099.00 | \$ 2,822.25 |
| Total | \$ 924.75 | \$ 2,041.00 | \$ 2,347.00 | \$ 5,312.75 |

| Street Fair Revenue | | | | |
|---------------------|-------------|-------------|-------------|--------------|
| Lot | 2016 | 2015 | 2014 | 2013 |
| IPR | \$ 2,822.25 | \$ 2,695.00 | \$ 2,403.00 | \$ 3,064.00 |
| Main Ave. | \$ 460.75 | \$ 1,164.00 | \$ 1,858.00 | \$ 1,445.00 |
| 4th St. | \$ 292.00 | \$ 247.00 | \$ - | \$ - |
| NP Ave. | \$ 1,609.75 | \$ 2,123.00 | \$ 1,800.00 | \$ 1,300.00 |
| 2nd Ave. North | \$ - | | \$ - | \$ - |
| 2nd Ave. South | \$ 128.00 | \$ 1,287.55 | \$ 500.00 | \$ - |
| 1st Ave. | \$ - | \$ 3.00 | \$ - | \$ - |
| Civic Lot | \$ - | \$ 762.00 | \$ 3,000.00 | \$ 1,500.00 |
| Civic Ramp | \$ - | \$ 1,007.50 | \$ 300.00 | \$ 3,000.00 |
| GTC Garage | \$ - | \$ - | \$ 100.00 | \$ 80.00 |
| | \$ 5,312.75 | \$ 9,289.05 | \$ 9,961.00 | \$ 10,389.00 |

PARKING LEASE AGREEMENT

THIS PARKING LEASE AGREEMENT (this "Lease") is made effective the 1st day of September, 2016, by and among the CITY OF FARGO, a North Dakota municipal Corporation ("City") and _____ a _____ corporation ("Hotel Owner").

RECITALS:

WHEREAS, Hotel Owner is the owner of a hotel commonly known as the "Fargo Radisson Hotel" (the "Hotel"), which is located on the real property in Cass County, North Dakota legally described on Exhibit A attached hereto;

WHEREAS, City is the owner of a parking ramp (the "Parking Ramp") located on property adjacent to the Hotel legally described on Exhibit B attached hereto;

WHEREAS, Hotel Owner and City recognize that it is essential for the operation of the Hotel that Hotel Owner guests be able to park in the Parking Ramp; and

WHEREAS, Hotel Owner and City desire to enter into this Lease in order to establish the rights of Hotel Owner guests be able to park in the Parking Ramp, and to establish the amount and manner of compensation to City for the use of the Parking Ramp.

NOW, THEREFORE, in consideration of the foregoing, the mutual agreements hereinafter set forth, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, City and Hotel Owner, intending to be legally bound, agree as follows:

1. Grant of lease. City hereby grants to Hotel Owner a non-exclusive lease for use by Hotel Owner's guests, employees and non-guest customers, as described below, which grant is in the form of the City providing to Hotel Owner for such purpose the availability of sufficient parking spaces to accommodate such parking space needs of the Hotel Owner up to a maximum of 151 overnight parking spaces per day for parking purposes in, over and on the Parking Ramp. For purposes of this Lease said parking spaces will be made available between the hours of 5:30 p.m. and 7:30 a.m, the parties recognizing that the City has parking space rental agreements with multiple other users of the Parking Ramp during daytime business hours.
2. Term. The Term of this Lease shall be twenty years, commencing on September 1, 2016 (the "Commencement Date") and ending on August 31, 2036 (the "Termination Date").
3. Guest Parking Fee and Employee-Customer Parking Fee. Hotel Owner will pay City a fee of three dollars (\$3 .00) per day for each vehicle operated by a guest of the hotel who

requests or registers for parking in the Civic Parking ramp (the "Guest Parking Fee"). Hotel Owner will pay City a fee of one dollar (\$1.00) per hour, up to a maximum of five dollars (\$5.00) per day, for each vehicle operated by and employee of Hotel Owner or a customer of Hotel Owner who is not a lodging guest of the hotel whose parking has been validated by Hotel Owner (the "Employee-Customer Parking Fee"). The Guest Parking Fees and Employee-Customer Parking Fees will be due and payable monthly. The payment shall be due on or before the tenth day of the month following the month for which the fees are calculated. Hotel Owner agrees to make its registration records available for inspection by City during reasonable business hours upon written request of City.

4. Guest Parking Fee Rate and Employee-Customer Parking Fee Rate Adjustments. The Guest Parking Fee rate will increase to four dollars (\$4.00) per day commencing September 1, 2017 and will, again, increase to the sum of five dollars (\$5.00) per day commencing September 1, 2018. Commencing on September 1, 2020, and for each subsequent year during the term of this Lease the Guest Parking Fee rate may be adjusted by the City in accordance with the Midwest Urban Consumer Price Index established and published by the Bureau of Labor Statistics of the United States Department of Labor ; provided, however, that prior to implementing any such adjustment, the City must give at least sixty (60) days' written notice to Hotel Owner, with said adjustment to take effect on September 1 of each such year. To the extent that the City fails to make an adjustment as of a particular September 1st anniversary date, the Guest Parking Fee may be adjusted in any subsequent year, at said anniversary date, based upon the said Midwest Urban Consumer Price Index comparison from the date of the prior Guest Parking Fee adjustment. For purposes of calculating the adjustment based upon said Midwest Urban Consumer Price Index, said adjustment shall be calculated based upon the change from the prior May index to the current year May index. Commencing on September 1, 2020, and for each subsequent year during the term of this Lease, the Employee-Customer Parking Fee rate may be adjusted by the City to an amount that does not exceed the hourly/daily rate charged by the city at other city parking facilities, said adjustment to be upon at least sixty (60) days' prior written notice to Hotel Owner.
5. The City will install, control and validate equipment to allow Hotel Owner to validate parking of Hotel guests, customers and staff. The City will bill the Hotel Owner monthly for all validated parking.
6. City and Hotel Owner recognize and agree that parking will be free to the public, to hotel patrons and to hotel staff for the time period from 5:00 PM to 3:00 AM each day and all day on Saturday and Sunday; however, the City may charge for downtown event parking during

evenings, defined as the period from _____ to _____, or on weekends, defined as the period of _____ to _____.

7. City Covenant Not to Sell Ramp without Offering a Right of First Refusal. The City covenants and agrees that it will not accept any offers for the purchase of the Parking Ramp during the twenty-year term of this Lease from any third party without first providing to Hotel Owner the right to first refuse such offer from said third party or parties. This provision shall not be applicable with respect to sales by or related to eminent domain as set forth herein or other sales to which the City is obligated by state or federal law to sell to such third party or parties.
8. **Eminent Domain.** For purposes of this Lease, "*Taking*" means acquisition by a public authority having the power of eminent domain of all or part of the Premises by condemnation or conveyance in lieu of condemnation. If there is a Taking of 15% or more of the Premises or 15% or more of the total parking spaces of the Parking Ramp, either party may terminate this Lease as of the date the public authority takes possession, by written notice to the other party within 30 days after the Taking. If this Lease is so terminated, any rents and other payments will be prorated as of the termination and will be proportionately refunded to Hotel Owner, or paid to City, as the case may be. All damages, awards and payments for the Taking will belong to City irrespective of the basis upon which they were made or awarded, except that Hotel Owner will be entitled to any amounts specifically awarded for Hotel Owner. If this Lease is not terminated as a result of the Taking, City will restore the remainder of the Premises to a condition as near as reasonably possible to the condition prior to the Taking, the rent will be abated for the period of time the parking spaces are not available on a proportionate basis and this Lease will be amended appropriately to reflect the deletion of the space taken.
9. Amendment. This Lease may be amended from time to time by the parties only by written agreement signed by Hotel Owner and City.
10. Notices. All demands, notices and communications hereunder shall be in writing and shall be deemed to have been duly given if personally delivered at or mailed by registered mail, postage prepaid, addressed as follows:

(a) if to Hotel Owner:

(b) if to City:

City of Fargo, North Dakota

200 North Third Street

Fargo, N D 58102

Attention: Kent Costin

Director of Finance

11. Additional Covenants. City covenants to maintain the Parking Ramp in such a manner that the Parking Ramp is suitable for its current use and to be responsible for all costs related thereto, including costs of insurance and taxes. City covenants that it is the owner of the Parking Ramp and that the Parking Ramp is not currently subject to any lien or mortgage, except that the Parking Ramp is subject to bond indebtedness and special assessment indebtedness. City agrees that the rights of any mortgagee of the Parking Ramp shall be subordinate to the rights of Hotel Owner hereunder.
12. Severability of Provisions. If anyone or more of the covenants, agreements, provisions or terms of this Lease shall be held invalid for any reason whatsoever, then such covenants, agreements, provisions or terms shall be deemed severable from the remaining covenants, agreements, provisions or terms of this Lease and shall in no way affect the validity or enforceability of the other provisions of this Lease.
13. Successors and Assigns. This Lease shall be binding upon and inure to the benefit of Hotel Owner and City, and their respective successors and assigns as owners of the Hotel and the Parking Ramp. The Lease contained herein and other provisions of this Lease shall run with the land benefitted and burdened thereby. Hotel Owner and City may assign their respective rights and obligations under this Lease, but only in connection with a transfer to such assignee of the Hotel or the Parking Ramp, respectively. Any obligations arising under this Lease following any such assignment shall be the sole responsibility of the assignee, and the assignor shall have no obligations under this Lease for matters arising after any such assignment.

IN WITNESS WHEREOF, Hotel Owner and City have executed these presents, effective as of the day and year first above written.

DATED: _____

HOTEL OWNER:

DATED: _____

CITY OF FARGO, a North Dakota municipal corporation

By: _____

Name: _____

Title: Mayor

ATTEST:

By: _____

Name: _____

Title: City Auditor

