#### CITY OF BIRMINGHAM ADVISORY PARKING COMMITTEE

CITY COMMISSION ROOM 151 MARTIN ST., BIRMINGHAM, MI (248) 530-1850 REGULAR MEETING AGENDA WEDNESDAY, OCTOBER 3, 2018, 7:30 A.M.

- 1. ROLL CALL
- 2. RECOGNITION OF GUESTS
- 3. APPROVAL OF MINUTES, MEETING OF JULY 11, 2018
- 3. PARKING PLAN RECOMMENDATIONS PRESENTATION
- 4. DATA ANALYTICS PROGRAM RECOMMENDATION AND UTILIZATION DASHBOARD PRESENTATION ACTION
- 5. GARAGE- SWEEPER PURCHASE RECOMMENDATION ACTION
- 6. PARKING GARAGE HANDICAP PARKING SPACES SURVEY AND RECOMMENDATION - ACTION
- 7. LOT 12 SURVEY AND RECOMMENDATION ACTION
- 8. BSD ANNUAL HOLIDAY MARKETING CAMPAIGN ACTION
- 9. MONTHLY FINANCIAL REPORTS
- 10. MEETING OPEN FOR MATTERS NOT ON THE AGENDA
- 7. NEXT MEETING: NOVEMBER 3, 2018



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# City of Birmingham ADVISORY PARKING COMMITTEE REGULAR MEETING

Birmingham City Hall Commission Room 151 Martin, Birmingham, Michigan Wednesday, July 11, 2018

#### **MINUTES**

These are the minutes of the Advisory Parking Committee ("APC") regular meeting held on Wednesday July 11, 2018. The meeting was called to order at 7:30 a.m. by Chairman Al Vaitas.

Present: Chairman Al Vaitas

Vice-Chairperson Gayle Champagne

Anne Honhart Steven Kalczynski Lisa Krueger

Judith Paskiewicz (arrived at 7:35)

Student

Representative: Anjay Yaple

Absent: None

SP+ Parking: Catherine Burch

Sara Burton Jay O'Dell

Administration: Austin Fletcher, Asst. City Engineer

Tiffany Gunter, Asst. City Manager Carole Salutes, Recording Secretary

RECOGNITION OF GUESTS (none)

MINUTES OF REGULAR APC MEETING OF APRIL 4, 2018 (previously approved)

MINUTES OF REGULAR APC MEETINGS OF MAY 2, 2018 AND JUNE 6, 2018

**Motion by Ms. Honhart** 

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# Seconded by Ms. Krueger to approve the minutes of the regular APC meetings of May 2 and June 6, 2018.

VOICE VOTE

Yeas: Honhart, Krueger, Champagne, Kalczynski, Paskiewicz

Nays: None Abstain: None Absent: Paskiewicz

Motion carried, 5-0.

# THREE HOUR MAXIMUM AND MANDATORY ROOFTOP VALET ASSIST PROGRAM

Ms. Gunter noted that the Old Woodward Ave. construction project is nearing completion. The APC had made a recommendation in March 2018 to overcome the loss of 130 on-street parking spaces during the construction. In an effort to mitigate the impact on our transient parkers and ensure full utilization of the available rooftop valet assist program, it was recommended that the City restrict the first levels of parking in the structures to a maximum of three hours and require that monthly permit holders use the rooftop valet assist program to create additional capacity in the parking system by an additional 250 spaces whenever the garage reaches capacity.

The permit rule change requiring monthly permit holders to utilize the rooftop valet assist began in April 2018. The rooftop valet assist program has experienced a significant increase in usage when compared to the same period in 2017.

Additionally, the recommendation called for a change in policy on the first levels of the parking structures moving from no parking between 7 a.m. and 9 a.m./10 a.m. to a maximum 3-hour parking Monday – Friday from 7a.m. – 6 p.m. The goal of the program was to create higher turnover in the most heavily sought-after parking spaces in the garage. Under the former policy, the premium spaces were full by 9 a.m./10 a.m. in many cases. Under the 3-hour maximum rule, SP+ and staff have observed that spaces remain available throughout the day, even during the lunch rush.

Understanding that the recommendation represented a significant change in existing policy, the APC voted to approve the recommendation as a temporary option through the period of construction on Old Woodward Ave. and revisit the discussion as a potential for a longer term solution based on the results of this

demonstration. The demonstration period has been positive. Through discussion the monthly permit holders seemed to understand that the City does have the obligation to satisfy both long and short-term parking in the structures. Also, the on-street valet program did utilize several of the 3-hour maximum parking spaces to accommodate the Birmingham Shopping District's on-street valet program. The garages were pushed nearly to their maximum capacity during construction and it was found that in many instances they experienced utilization of 95% or higher during peak hours of the day, but still managed the bulk of the demand consistently.

Staff is recommending that the City continue the program as a long-term solution without a predetermined sunset. The cost to maintain a sufficient level of enforcement for the 3-hour maximum parking is \$3,112/month.

Ms. Burton responded to Ms. Honhart's question about how enforcement is carried out for people who park more than three hours in the 3-hour limit area on the first level of each structure. She explained that SP+ enforcement officers go around and scan the license plates. If vehicles have been parked for more than three hours, then they issue a warning ticket with no dollar amount associated. If a license plate has had more than three warning tickets the Police Dept. is notified and they issue a real ticket. The number of warning tickets issued has dropped since SP+ began issuing them, so people are getting used to the 3-hour limit and following the rules.

#### Motion by Ms. Champagne

Seconded by Ms. Krueger that the Advisory Parking Committee recommends that the City Commission continue to require monthly permit holders to utilize the rooftop valet assist option and retain the 3-hour maximum parking signage in all garages as an on-going program at a cost of \$3,112/month.

**VOICE VOTE** 

Yeas: Champagne, Krueger, Honhart, Kalczynski, Paskiewicz. Vaitas

Nays: None Absent: None

Motion carried, 6-0.

#### CONTINUATION OF ON-STEET VALET ASSIST PROGRAM

Ms. Gunter recalled that during the Old Woodward Ave. construction project, the Birmingham Shopping District ("BSD") began a robust on-street valet parking program to support the merchants and enhance the shopping, dining and

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recreation experience for residents and visitors that wanted hassle free access to downtown Birmingham. The on-street valet program featured five (5) valet stands at key entry points around downtown. In the first week of operation, there were 350 vehicles recorded using the service. Over the weeks, the usage has remained steady around 750 cars per week. That's approximately 3,000 cars per month. The City has received very positive feedback regarding the program and many requests have been made to continue it post-construction.

The program has offered complimentary valet services for the first two hours with a \$5 charge for each additional hour. The BSD has supported the complimentary service with a payment to In-House Valet \$26,000/ month. This includes five stands operating from 10 a.m. – 6 p.m. Monday through Friday. As the City and staff contemplate the continuation of this service, there are a few factors to consider with the recommendation to continue these services through the end of January:

This is a premium service that seems to make visitors and residents very happy. After some negotiation with In-House Valet they are down to \$700 per stand, per week for two stands, one at the northern end of town and one at the southern end.

This program would cost approximately \$36,000. The BSD would contribute \$10,000 and the Parking Enterprise Fund would cover the balance with \$26,000. The rate to valet would be \$5.00 for the first two hours and an additional \$5 for each subsequent hour. The average valet user stays no more than two hours. The cars are being parked in the structures.

The goal is to monitor usage over the next six months to determine if the program will continue to perform well in a non-construction environment and then re-evaluate the usefulness of the on-street valet services under normal conditions and determine if there is an argument for permanence.

Chairman Vaitas and Ms. Honhart were concerned that it seems a little skewed with the BSD contributing \$10,000 and the Parking Fund contributing \$26,000. Ms. Gunter noted that the City Manager has said this program has helped the City overcome a perception issue of no parking or inconvenient parking. It is the ease of use of parking they are trying to overcome with this proposal. Ms. Champagne believed that might be a factor in encouraging people to come and do business in the City, along with filling the vacancies.

#### Motion by Mr. Kalczynski

Seconded by Ms. Honhart that the Advisory Parking Committee recommends that the City Commission continue to the on-street valet program for a six month trial period post construction for a total cost of \$36,000 with a \$10,000 contribution from the Birmingham Shopping District and the remaining \$26,000 to be drawn from the Parking Fund to support two (2) valet stands in downtown Birmingham and evaluate to success of

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### the program at the end of the six month period to consider establishing onstreet valet as a permanent program.

**VOICE VOTE** 

Yeas: Kalcynski, Honhart, Champagne, Krueger, Paskiewicz, Vaitas

Nays: None Absent: None

#### Motion carried, 6-0.

#### MONTHLY FINANCIAL REPORTS

It was noted that everything is consistent.

#### MEETING OPEN FOR MATTERS NOT ON THE AGENDA

Ms. Honhart inquired how the parking is working on the southeast corner of Maple Rd. and Woodward Ave. Ms. Gunter reported the City has sold 100 permits at this point and Shift Digital bought at least half of those. They have not yet started parking their employees there. After the additional members are in the lot they can correct where the parking spots are not as obvious. After that the additional 38 permits will be released. As a result of selling these permits the wait list has pulled ahead from 2013 to 2015. There is a sign at the entrance to the lot that reads "Permit Parking Only," and so far it has not been necessary to install electronic gate arms. The City has an 18 month lease that can be extended if the property owner does not have plans for development of the lot.

Mr. Kalczynski noted that all of the construction has adversely affected the number of shoppers that would normally come. Construction has not affected occupancy in the hotel but on the restaurant side revenues are down a little.

Chairman Vaitas advised that the Lot #6 funding proposal was passed by the City Commission. Ms. Gunter added that staff will be meeting this week with HRC relative to the number of spaces in the lot in order to make sure the City is following its own zoning rules. Ms. Honhart hoped that Michigan native plants would be incorporated into the plan. Ms. Gunter went on to state that for the August meeting the Existing Conditions and Strategy Report will be presented with the recommendations from Nelson Nygaard. That is set to go before the City Commission on August 13 with the APC recommendation.

#### NEXT REGULARLY SCHEDULED MEETING

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August 1, 2018

# ADJOURNMENT

No further business being evident, the Chairman adjourned the meeting at 8:25 a.m.

City Engineer Paul O'Meara

Assistant City Manager Tiffany Gunter



# **MEMORANDUM**

### Office of the City Manager

DATE: October 3, 2018

TO: Advisory Parking Committee

FROM: Tiffany J. Gunter, Assistant City Manager

SUBJECT: Parking Plan Strategy – Final Draft for Review

The Parking Plan recommendation report document is attached for Committee review and input. The plan is scheduled to be presented before the City Commission on October 8.



# **FINAL REPORT**

# **Downtown Parking Plan**

City of Birmingham, Michigan





September 2018

City of Birmingham, Michigan

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# **EXECUTIVE SUMMARY**

The City of Birmingham has successfully positioned its Central Business District to attract investment in a highly competitive environment. This includes provision and management of a comprehensive public parking system that emphasizes shared-use efficiencies to meet the growing parking needs of its thriving downtown. With recent downtown employment and residential growth and substantial mixed-use development either under construction or near ground-breaking, it is critical that the City continue to effectively allocate resources — including the public parking network — to serve existing and future downtown needs.

The *Downtown Parking Plan* has been developed in support of the City of Birmingham's goal to ensure the downtown parking system is being operated, managed and developed in accordance with professional and technological best practices. The planning process incorporated input from a variety of community stakeholders, as well as multiple City departments, and draws upon best practices in parking and demand management to develop proven solutions that work.

The Plan outlines key findings from review of existing conditions and community feedback and outlines opportunities, strategies, and recommendations in support of the City's goals. Plan recommendations are summarized around a series of priority issues:

- Ensuring commuter access to monthly parking
- Improving visitor access to short-term parking
- Taking advantage of excess on-street capacity
- Capitalizing on data collection and analysis opportunities
- Optimizing management & operations
- Preparing for future growth

Six parking and access management objectives and affiliated strategies were used to guide recommendations and were summarized in full in the *Potential Strategies Overview*:

- Redistribute Demand
- Reduce Demand
- Expand Capacities

- Expand Supplies
- Deploy Technologies
- Optimize Management

Recommendations focus on "quickwins," near-term interventions, and long-term considerations. The Plan includes a summary of immediate action steps, as well as a comprehensive *Implementation Guide* that the City and its partners can use to affect positive change both now and into the future. Appendixes to the Plan provide additional detail on existing conditions, best practice strategies, the community engagement process, implementation steps, and peer city documents that respond to specific recommendations.

The Birmingham Parking System is functioning at a high level today. The recommendations and action steps outlined in this plan will help to ensure that it continues to evolve with the growth of the Central Business District, utilizing local expertise and management best practices to meet the needs of the downtown area and its many stakeholders.

# PROJECT SUMMARY

#### **OVERVIEW**

The *Downtown Parking Plan* has been developed in support of the City of Birmingham's goal to ensure the downtown parking system is being operated, managed and developed in accordance with professional and technological best practices. The planning process incorporated input from a variety of community stakeholders, as well as multiple City departments. The following outcomes were sought by the City and guided plan development:

- A realistic plan for more effective use of parking and better management of the parking system in Birmingham's Central Business District.
- Plan findings that are based on credible information that can be communicated to the public and stakeholders.
- Recommendations that will engender a parking system that contributes to a positive image of the City.
- Recommendations that will support a parking system that deploys the latest technology
  to improve the user experience, while sustaining revenue to cover operations, ongoing
  capital improvements and system growth.

The plandraws upon best practices in parking and demand management to develop proven solutions that work. The consulting team has worked closely with the City of Birmingham and its partners to understand and evaluate the downtown parking system and develop recommendations to achieve the outcomes listed above.

#### SCOPE OF STUDY

The *Downtown Parking Plan* included several key elements, including an assessment of existing conditions and development of strategies to guide recommendations and action steps. Stakeholder and community outreach efforts were conducted throughout the plan process, which will conclude with the presentation of this plan to the City Commission.

# **Existing Conditions Assessment**

The Existing Conditions Assessment began with a review of the planning context in Birmingham, as well as identification, assembly, and review of all relevant and available data, reports, and studies related to parking and transportation programs in Birmingham. Findings were synthesized in the *Existing Conditions Report*, providing a clear overview of current conditions in the Central Business District. These included the following key points:

- Parking demand has been steadily increasing, particularly for long-term/monthly parking, and has outpaced the addition of new parking supply.
- At any time of day, at least half of the metered block segments are underutilized (<70%).</li>
- During the peak lunch period, each of the City's five garages exceeds 90% utilization.
- A significant number of parkers staying longer than 5 hours are not permit-holders.
- The permit wait list is long, but many of these parkers are finding space within the system, sometimes paying more to park and sometimes finding other opportunities.

City of Birmingham, Michigan

### **Community Engagement**

Data alone does not tell the whole story of Birmingham's parking challenges and opportunities. Input from residents, employees, customers, visitors, commuters, and others on day-to-day and seasonal issues provided a more complete understanding of the performance of the parking system, today. In addition to recurring coordination meetings and two meetings with the City's Advisory Parking Committee, the team conducted a survey of downtown businesses and employees, performed intercept surveys on downtown streets, attended a Birmingham Shopping District merchant meeting, and facilitated a public open house to solicit feedback on existing conditions and preliminary strategies. A *Community Eng agement Summary* memo is included as an appendix to this report.

### **Strategy Development**

Existing conditions, rate structures, regulations and practices, technology deployment, signage & way finding, and service/operations agreements were evaluated to develop a series of strategies informed by best practices in parking system management and operations. The Potential Strategies Overview memo summarized six parking and access management objectives and affiliated strategies designed to achieve them:

- Redistribute Demand
- Reduce Demand
- Expand Capacities

- Expand Supplies
- Deploy Technologies
- Optimize Management

These objectives and strategies provide the framework for the recommendations and action steps for this *Final Report*.

# **Presentation of Final Report**

This report presents a cohesive set of practicable, proven-effective strategies for the City of Birmingham, in coordination with their partners and key stakeholders, to guide the future performance of the downtown parking system, to address projected parking and travel demand, to enhance downtown mobility. This set of recommendations provides critical tools to address the parking challenges of today, and to respond to emerging and anticipated paradigm shifts in urban parking and mobility dynamics — offering significant resiliency for maintaining optimal downtown access to facilitate downtown's evident and potential economic vitality.

# **EXISTING CONDITIONS**

#### **DOWNTOWN CONTEXT**

The City of Birmingham has successfully positioned its Central Business District to attract investment in a highly competitive environment. The City has prioritized good design, smart land use, and efficient coordination of infrastructure investments to foster a dense, walkable, mixed-use downtown. A major component of this is a comprehensive, self-funded, and strategically-managed public parking system that emphasizes shared-use efficiencies to reduce the amount of parking infrastructure required to keep downtown thriving.

City of Birmingham, Michigan

Downtown Birmingham features a dynamic mix of housing, office space, retail, dining, entertainment, and civic attractions and amenities. It has a daytime population of almost 14,000. Approximately 300 unique national and local retail businesses operate among more than 1.5 million square feet of retail space and 2 million square feet of office space. Birmingham's nightlife and entertainment boasts nearly 50 restaurants and 20 movie screens at two theaters.

This kind of success invariably brings challenges, particularly regarding parking and transportation. With more than 300,000 square feet of mixed-use development either under construction or near ground-breaking, it is critical that the City continue to effectively allocate resources – including the public parking network – to serve existing and future downtown needs.

#### PRIOR PLAN REVIEW

### Birmingham Multi-Modal Transportation Plan (2013)

Focusing primarily on active transportation measures, the Birmingham Multi-Modal Transportation Plan includes policy and design recommendations intended to reduce automobile dependency in the city. While some recommendations could have a secondary impact on parking, there are no policy, program, or design recommendations in the plan specifically intended to address or impact the downtown parking system.

Network improvement recommendations that could impact the number or design of on-street spaces include the addition of curb extensions at a number of downtown intersections. In addition, the plan includes recommendations for increasing, and improving, the stock of contextually attractive and usable bicycle parking in the downtown. Key recommendations include the following:

- Two bicycle racks should be placed on each proposed curb extension in the downtown
- Bicycle racks should be covered whenever possible
- Seasonal temporary bike racks should be placed in the downtown where appropriate (large curb extensions, adjacent to outdoor dining decks, etc.)
- Provide temporary staffed bike racks during special events to encourage bicycling and provide a secure environment for bikes
- Provide enclosed and secured parking in downtown parking decks
- Provide amenities such as compressed air and basic public bike fix stations at key locations around town

# Downtown Birmingham 2016 Plan (1996)

Key findings include the following:

- Parking decks are under utilized, and appear to be less desirable than surface parking
- There are opportunities for additional on-street parking within existing pavement widths
- The existing parking decks may be expandable
- The parking deckdirectional signage system is less than effective

Key parking recommendations include the following:

- Restripe the curb space to maximize potential capacity of existing city-owned space
- Continue 2-hours free parking in parking decks

City of Birmingham, Michigan

- Keep meters outside of the CBD at lower rates than those within the CBD
- Expand metered time to 1.5 hours in the CBD, and 3 hours in other shopping areas
- If an observable need arises, pursue the potential for expanding the existing decks
- Implement a signage program to guide parkers to parking decks

#### THE PARKING SYSTEM

Birmingham's downtown parking system consists of roughly 4,944 publicly-owned spaces, of which 3,423 are contained in five (5) public parking structures, 1,272 are metered, on-street, and 391 are contained in five (5) surface parking lots. Two private, independently run, parking structures are also located in the CBD and additional private parking lots are used by the City on a temporary basis to expand supply and meet pressing demand from permit parkers.

The parking structures are operated by SP+, with oversight by the City Manager's Office. Onstreet parking meters are managed and enforced by the Birmingham Police Department. The overall system is overseen by the City Manager's Office, while a 9-member Advisory Parking Committee meets regularly to address parking issues and advise the City Commission.

The parking system is financed through an Enterprise Fund, which captures all parking revenue, with the exception of citation revenues, which go to the City's General Fund. The Enterprise Fund provides for cost recovery for day-to-day expenses, such as maintenance and operations, as well as capital investments that benefit the system on a long-term basis. Recent upgrades to system infrastructure include new traffic control equipment and Smart Meters throughout the CBD, which provide more payment options, real-time information, and operational efficiencies for both users and the City. New gate technology and signage have been added at all City garages to assist with real-time information and ease of ingress/egress.

Parking demand has been steadily increasing, particularly for long-term/monthly parking, largely due to increased demand from downtown employers and employees and a growing number of mixed-use developments that have added more built space to the downtown market. The recent trend in "open office" workspace configurations, which situate more employees in less building space, has accelerated the increase in parking demand at a pace that has exceeded the provision of new places to park. To manage this increased demand, the City has invested in public valet services, leased private facilities to manage a public parking, and initiated a real-time information system to direct drivers to available parking options. The City has also adjusted permit and meter rates and is continually evaluating the technology, operations, and regulations in the parking system to ensure optimal system function and user experience.

The *Existing Conditions Report* provides a comprehensive review of parking supply and utilization, management, operations, signage, and expected changes.

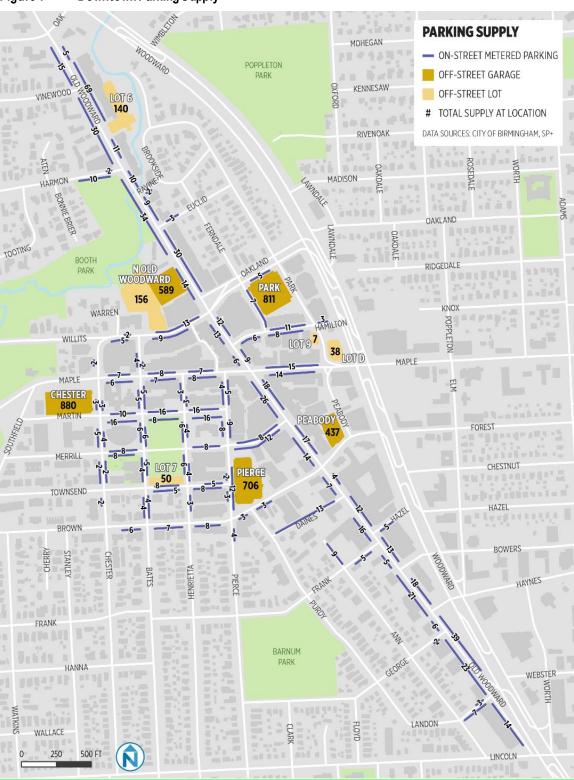


Figure 1 Downtown Parking Supply

City of Birmingham, Michigan

#### STAKEHOLDER ENGAGEMENT

The planning process included multiple layers of stakeholder engagement over several months. These included the following:

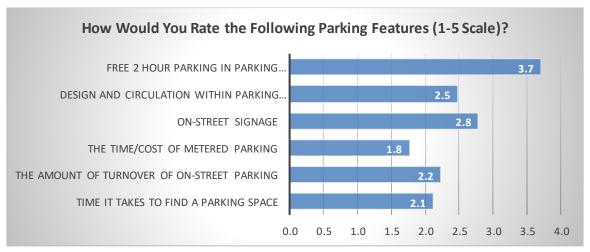
- Advisory Parking Committee Meetings (2)
- Online Business District Survey
- Face-to-face Intercept Surveys
- Birmingham Shopping District Merchant Meeting
- Public Open House

Through these engagement initiatives, over 450 local business owners, property owners, employees, residents, and visitors were able to provide their input on existing parking conditions challenges and opportunities. Key inputs from this process included:

- Nearly 75% of respondents park in a public parking deck downtown on a daily basis.
- Employers fully cover 54% of respondents' parking costs, either through validation (15%) or providing a permit (39%); around 37% are responsible for their own parking costs.
- 62% of respondents rated Birmingham's Parking System as either "poor" or "very poor."
- The free, 2-hour parking in public parking decks is the most popular feature of the downtown parking system; the time/cost of on-street parking received the lowest ratings.
- Parkers can usually find parking within 1-3 blocks of their destination in under 10 minutes; the proximity is favorable, but the search time is not.
- Drivers are aware of parking cost disparities (between permit holders and non-permit holders) and feel that the difference needs to be addressed.
- Additional short-term curbside parking is needed in key locations to serve important pick-up/drop-off functions.

A Community Engagement Summary memo is included as an appendix to this report and provides more detail on the outreach efforts and feedback received.

Figure 2 Sample Survey Results



1 = Very Poor, 3 = Satisfactory, 5 = Very Good

# **KEY ISSUES & OPPORTUNITIES**

#### COMMUTER ACCESS TO MONTHLY PARKING

Commuter parking demand has risen steeply over the past several years, leading to parking garages that are regularly at or near-capacity during the mid-day peak and a permit wait list of around 3,000 parkers. At the same time, many of these parkers are finding space within the existing system, parking either in garages or on-street while they remain on the wait list. Several measures are already in play in Birmingham and additional recommendations will be highlighted in the following areas:

- Selling more permits in select City garages
- Defining a performance-based pricing approach
- Adjusting parking rates to reflect demand patterns across downtown
- Transitioning monthly permits to a daily pricing structure
- Refining the rooftop and public valet programs
- Ex panding employee parking options
- Providing and promoting commuter benefits

#### VISITOR ACCESS TO SHORT-TERM PARKING

Convenient, consistently available visitor parking is critical to the health of the Birmingham Shopping District. The on-street meters provided throughout the central business district and the short-term parking spaces available in each parking deck constitute ample supply, but availability is still perceived to be an issue. Recommendations in the following areas can help improve real and perceived short-term parking availability in downtown Birmingham:

- Adjust parking rates to reflect demand patterns across downtown
- Ensuring that all drivers know all their options
- Optimizing "Park Once" efficiencies
- Refining the public valet program
- Expanding mobile payment options to the parking structures

#### **EXCESS ON-STREET CAPACITY**

A significant number of on-street spaces remains available, even during mid-day and evening peak-demand periods, often in contrast to at-capacity utilization of nearby off-street facilities. This suggests that the current pricing cues – which apply a fee to the on-street spaces, but not to spaces in neighboring garages – are intensifying the supply constraints noted in some key downtown garages. Recommendations that capitalize on the opportunity to reset these cues in the decks and on some on-street blocks to support the City's goals include:

- Reducing short-term parking set-asides in City garages
- Accommodating short-term parkers with convenient, low cost on-street parking options

City of Birmingham, Michigan

#### **DATA COLLECTION & ANALYSIS**

A series of recent investments in new gate and meter equipment has positioned the City to collect a robust data set that can be used to monitor parking system utilization and parking behavior. Making the most of these technologies and continually investing in upgrades will help Birmingham capitalize on opportunities to improve parking system function and efficiency, including the following key strategies:

- Utilizing data collection capacity to support performance-based management
- Investing in License Plate Recognition (LPR) equipment
- Upgrading parking transaction & management software

#### **OPERATIONS & MANAGEMENT**

Effective operations and management across various City departments and their contractors has yielded a high-performing and revenue-positive parking system that handles a high volume of activity on a daily basis. However, the opportunity exists to further optimize, streamline, and coordinate management, while promoting an efficient and customer-friendly approach to parking system. Recommendations will be outlined in the following areas:

- Soliciting competitive bids for Operator services
- Establishing a Parking Ambassador Program
- Refining the Parking Assessment District

#### **FUTURE GROWTH**

Downtown Birmingham is expected see over 300,000 sq. ft. in new development in the near future. These developments include lodging/hospitality, residential, and mixed-use commercial buildings. Additional development in the central business district and other nearby growth districts stands to add more demands on Birmingham's access and parking network. The City and its partners can address future growth pressures through a series of strategic approaches, including, but not limited to:

- Updating the City's Zoning Code
- Investing parking revenues in public improvements, beyond parking
- Pursuit of joint development opportunities.

# STRATEGIES & RECOMMENDATIONS

## **STRATEGIES OVERVIEW**

The *Potential Strategies Overview* is provided as an appendix to this report and summarized a series of parking and access management strategies that should be considered for implementation in Birmingham. The following six (6) parking and access management objectives and affiliated strategies provide the framework for the recommendations in the remainder of this section.

#### **Redistribute Demand**

- Take a Performance-Based Management approach to ensuring space availability.
- Expand employee parking options.
- Ensure drivers know their options.

#### **Reduce Demand**

- Optimize "Park Once" efficiencies.
- Provide circulator and shuttle options.
- Improve pedestrian and bicycle network infrastructure.
- Provide commuter benefits.
- Transition monthly permits to a daily pricing structure.

#### **Expand Capacities**

- Continue to refine Public Valet approach for both visitors and commuters.
- Expand Mobile Payment Options to the Parking Structures.
- Vary regulations to balance parking and loading needs at the curb.
- Allocate curbside space for higher-capacity forms of parking.
- Use pay-by-phone options to encourage off-hour shared parking.

#### **Expand Supplies**

- Develop "Park Once" zoning strategies.
- Refine the Assessment District Fee Approach.
- Continue to refine Joint-Development approach.

#### **Deploy Technologies**

- Utilize License Plate Recognition (LPR) equipment.
- Upgrade parking management and transaction software.
- Support Electric Vehicle Network Infrastructure.

#### **Optimize Management**

- Invest parking revenues in public improvements, beyond parking.
- Solicit Competitive Bids for Operator Services.
- Establish a Parking Ambassador Program.

City of Birmingham, Michigan

#### **NEAR-TERM PRIORITIES & RECOMMENDATIONS**

The following section summarizes a series of near-term priorities that align with the Key Issues & Opportunities outlined in the previous section. Strategies, recommendations, and potential "quick wins" are identified for each priority area to address challenges and opportunities. Longer-term considerations are provided at the end of each priority area.

## **Ensure Commuter Access to Monthly Parking**

Based on the existing permit wait list of approximately 3,000 parkers and utilization rates that consistently exceed 90% during peak mid-day periods, it is clear that adjustments are warranted in how Birmingham addresses commuter parking demand. Further, the significant share of 5+hour parking activity that is linked to non-permit-holders (roughly 30% at all five garages) confirms that it is common for employees to use validation or pay the full-day rate in lieu of a monthly permit. These conditions also confirm that:

- These parkers (or their employers) are paying a higher daily rate to park than permitholders, suggesting acceptance of higher permit rates than those currently offered.
- Providing more permits will not likely result in higher utilization levels (or reduced availability) if such permits are provided to commuters who may already using these garages for full day parking.
- These are important factors in determining the appropriate "oversell" rate for permits.

The following strategies and recommendations are designed to address these conditions.

#### Sell more permits in select City garages.

Permit sales for City garages are restricted when occupancy measures consistently approach capacity, resulting in wait lists for commuters and employers seeking the combination of convenience, cost-savings, and consistency that permits offer when compared to daily parking options. However, as the above summary indicates, parking duration data suggests that a significant portion of parked cars in most City garages on a daily basis are parked by commuters who are either paying the daily rate, or having their daily parking validated by their employer.

<u>Quick Win: Offer permits to the first 10 people on the wait list for the Pierce, and Peabody</u> garages, which have the highest portion of non-permit vehicles staying longer than 5 hours.

The Pierce (44%) and Peabody (39%) garages had the highest portion of non-permit parkers staying between five and twelve hours in the months of October 2017 and January 2018. This was an average of 165 parkers on a daily basis in the Pierce garage and between 90 - 100 per day in the Peabody garage. The City should continue to monitor conditions in these and other City decks and issue more permits every three months, expanding to other garages as conditions warrant.

#### **Define a Performance-Based Pricing approach.**

Throughout its on- and off-street parking network, Birmingham can use parking rates to achieve a singular objective: maintaining availability, across the downtown, so that drivers can choose the parking location that best suits their relative cost/convenience priorities. Space availability, at the block-face level for on-street parking and at the facility level for off-street, becomes the central "key performance indicator" (KPI) that informs rate decisions, as well as most other management and regulatory actions.

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For garages, availability for short-term and long-term parkers can be measured and tracked separately, but the primary measure for the facility should be availability among all spaces (which should inform how much inventory is set aside for either group).

The benefits of such an approach go beyond transparency to improve the parking experience by reducing time and energy spent in search of available spaces and reducing perceptions that downtown lacks sufficient parking supply.

Quick Win: A dopt a policy linking parking rates to demand and establish availability as the Key Performance Indicator (KPI) that will be monitored to inform changes to rates and regulations.

The City should continue to work with SP+ to monitor parking utilization and permit wait lists for their garages and lots, establishing a solid base of KPI data to inform the policy and decision-making process. Sample utilization ranges, such as those listed below, are based on optimal targets for three types of parking, based distinct user perceptions and expectations for each. Generally, on-street locations need to present more obvious availability, as drivers have fewer options to navigate back toward a missed empty space. Similarly, those seeking long-term parking in off-street facilities generally tend to be more familiar with the facility, and thus more patient in seeking out a space when availability is less obvious.

- On-street parking: 10-20% of spaces are available, or a few spaces on each block-face.
- Off-street, hourly parking: 10-15% of spaces are available
- Off-street, long-term parking: 5-10% of spaces are available, with no permit wait list

These ranges will make clear when KPIs are sufficiently off their target to warrant management changes, such as changes in rates.

#### Adjust parking rates to reflect demand patterns across downtown.

The current situation, with wait lists limiting access to monthly permits, despite demonstrated capacity to accommodate long-term parking well beyond demand generated by current permit holders, results in many downtown employees and employers paying much more for parking than the established permit rate. Data indicates that nearly one-third of non-permit parkers in all garages are paying several times the permit rate to access downtown jobs. Selling more permits for these garages, through the incremental approach outlined above, is a critical first step in addressing this issue. Raising the rates at the most constrained garages is another.

<u>Quick Win: Raise permit rates at the Chester, Park, and N. Old Woodward garages and monitor results to determine if more permits can be issued, or if further rate increases are warranted.</u>

These three garages consistently exhibit peak mid-day utilization in excess of 95% and have the highest portion of parkers staying between five and twelve hours who hold parking permits and pay a monthly rate. Raising monthly rates in these garages will reduce the cost disparity between what downtown employees with permits, and those without, must pay for the parking they need to maintain employment in downtown Birmingham.

Increasing permit rates across all garages, gradually approaching a rate that is more reflective of the daily rate currently paid by many commuters or their employers, will help balance future parking supply and demand.

Options that promote reduced parking demand should also be considered as a way of incentivizing non-drive-alone trips and reducing parking demand.

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Ouick Win: Offer discounted permit rates for carpools and vanpools and "flex" permits that allow for a limited number of uses each month.

These options will communicate to commuters with pricing cues that these are desired behaviors that can be used on a regular or occasional basis. They represent early, "low hanging fruit" options that can lay the foundation for more robust demand management strategies in the future. Another, more progressive, option – daily parking permits – is discussed further in the following section.

In the near-term, the City should continue to monitor utilization and review rates annually to determine if additional adjustments are warranted, raising or lowering rates to address any meaningful gaps between targeted and actual availability. Additional steps (highlighted later in this report) can be taken to improving permit management systems for increased efficiency and accuracy. Ensuring transparency will also be important to public understanding and support and can be achieved by regularly publishing data, findings, and any subsequent management/pricing adjustments in an annual report.1

#### Transition monthly permits to a daily pricing structure.

People are more sensitive to small recurring fees and charges than larger and less-frequent ones. Once an employee purchases a monthly permit, that individual typically ceases to consider driving alternatives because the permit has become a "sunk-cost" investment. Such permits actually create an incentive to drive to work as frequently as possible in order to take advantage of the investment. By contrast, a daily rate can be facilitated through payroll or by issuing a commuter card that can be structured as a "draw-down" account, creating an incentive to use other modes when those are most feasible, thereby saving the daily rate cost. This can reduce commuter parking demand on days when walking, cycling, and transit are most appealing - such as nice-weather days, which can free up garage spaces for additional permit parkers or visitors.

Birmingham's IN Card and other employer issued validation cards can be used to facilitate this approach, accommodating parkers who are either on the permit waiting list or who would be amenable to a more flexible option that rewards them (through cost savings) for not parking. As monthly-permit rates approach parity with the cumulative cost of paying daily for parking, the flexibility of the daily option can be promoted as an option that provides flexibility for those who work part-time, or who might combine driving with alternative modes throughout the month.

In the near-term, the City should work to establish a Performance-Based Pricing approach with an eye on the daily permit pricing option as a potential "next step" that can be pursued in line with the gradual increase in permit rates. A "pilot" or "trial" period could be explored with a number of interested employers who currently need more permits and are willing to participate in a constructive effort to uncover new solutions. The pilot period can offer insights into fine-tuning the program before it is rolled out more extensively. This approach can be promoted as a way to relieve some of the cost burden of the price increase, coupled with other commuter benefit options, to be discussed in the following section.

<sup>&</sup>lt;sup>1</sup> Case Study example: www.seattle.gov/transportation/document-library/reports-and-studies

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#### **Provide & Promote Commuter Benefits**

Within any given downtown, there are drive-alone commuters who would consider adopting alternative modes, given sufficient incentives or provided means around barriers to options like walking, cycling, transit, and rides having.

The City should work with its partners to establish a commuter facing transportation resource portal to inform local businesses and employees about parking and mobility options. The portal would optimally have an online presence, hosted by an existing agency, but could offer a commuter resource "hub" at City Hall where both employers and employees can talk with a resource manager or collect information for personal use or to distribute within their workplace.

Quick Win: Work with the Birmingham Shopping District and the Southeast Michigan Council of Governments (SEMCOG) to create a "welcome" package for new and existing employees that outlines the commuter benefits already available to them.

The package would include information on existing programs, like transit benefits, guaranteed ride home, and rideshare ride matching services, and make the case for non-drive-alone commutes in both financial, environmental, and quality of life terms. Distribution could start with human resource managers at local workplaces and be available at City offices where parking permits and other transportation resources are available.

Figure 3 uGO University Circle Resource Portal, Cleveland



Image: www.uGOinthecircle.com

**Long-term**, the City, SEMCOG, and individual employers can work together to develop more robust programs and benefits for their employees. Opportunities include subsidized transit passes, a vanpool program, and "cash out" benefits for non-drive-alone trips. A comprehensive program and promotion effort could include a dedicated "transportation manager" who

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coordinates and markets program offerings across workplaces, develops and manages new programs with service providers, and monitors program success.

#### **Continue to refine the Rooftop and Public Valet programs.**

The City's rooftop and public valet programs both address a particular subset of parking demand in the short-term and long-term parking markets. While the rooftop valet program at the parking structures is currently underutilized, it is providing a valuable service by reducing the need for garage closures when at or near capacity. The City should explore options to optimize this service to increase use by commuters, including use of mobile technologies, relocating drop-off locations, or combining efforts with the on-street public valet. In both cases, collecting additional data from valet operators on use of these services will help the City and its partners make continuous improvements to the offerings for both commuters and visitors.

 $\underline{\textit{Quick Win: Work with the current valet operator and existing City vendors, including SP+ and } \\ \underline{\textit{ParkMobile, to add mobile functionality to the valet program and increase data capture on use} \\ \underline{\textit{and program costs.}} \\$ 

Several parking operators offer proprietary applications that can support these types of customer conveniences, which can improve the efficiency of the valet program by allowing valet patrons to schedule their cars' return. ParkMobile, the City's mobile payment vendor, already provides valet features in other markets. If the current vendors cannot meet this objective, the City should consider incorporating this as a part of a future valet or parking operator solicitation.

In the near-term, City staff should continue to review the on-street public valet as it relates to use by long-term and permit parkers. While this service was not established with those parkers in mind, there may be an opportunity to meet some of the need for additional capacity in garages by offering a more convenient valet option than is currently provided in the rooftop program.

To further support the rooftop program, the City can look for locations where the valet drop-off and pick-up can happen on the ground floor. By relocating the valet to the lower level of the garage, drivers would be able to more quickly drop off and pick up their vehicle, which addresses one of the main complaints about the existing program.

The pricing should also reflect the increased convenience and cost to the City. In the case of the on-street, public valet being used by long-term parkers, a competitive rate analysis should be conducted quarterly to ensure the valet program is priced at a market rate and that the City is not subsidizing it in a way that is unsustainable or overly burdensome to the public. Structuring the rates for the valet services should – at a minimum – sustain the cost of the operation. These rates should be reviewed quarterly or annually, along with the utilization rates, to ensure that the program is providing adequate benefits and financial gain/loss remains neutral.

#### **Expand employee parking options.**

Building off of the above section, there are several opportunities to create additional capacity for long-term, employee parking in downtown Birmingham. One area where capacity is limited and utilization consistently exceeds 90% during the mid-day peak is at the north end of Old Woodward, around Lot 6. The City is already planning an expansion of that facility that will add 34 spaces to the lot, but additional capacity is still needed.

One option is to consider in line with the lot expansion is a redesign that would remove the singlespace meters from a portion of the lot and demarcate separate areas for permit and short-term parking. In the permit parking areas, a pay station or gate can be installed to limit access, coupled

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with a valet assist program that can instituted during peak periods to more efficiently "stack" cars into the limited space.

Nearby, another option is to look for opportunities on adjacent residential parking permit (RPP) streets where selective and strategic monthly permits can be issued. To ensure that residential access is maintained, the City should seek blocks with an average availability of at least 25% during hours when employee permits can be used. Careful monitoring and enforcement of these expansion zones will be critical to successful implementation.

These opportunities, as well as others to expand monthly permit issuance at on-street locations, exist in various zones throughout the downtown area.

**In the near-term**, the City should look for opportunities to pilot the following approaches to expanding on-street capacity for monthly permit parkers:

- Institute a program in residential permit parking (RPP) blocks, with permits limited to day time parking when resident parking demand is modest.
- Add on-street permits in underutilized metered blocks, such as has been initiated at the south end of Old Woodward.
- Examine on-street permit options on blocks that are not currently metered or included in RPP districts, including those on the southwest edge of downtown.

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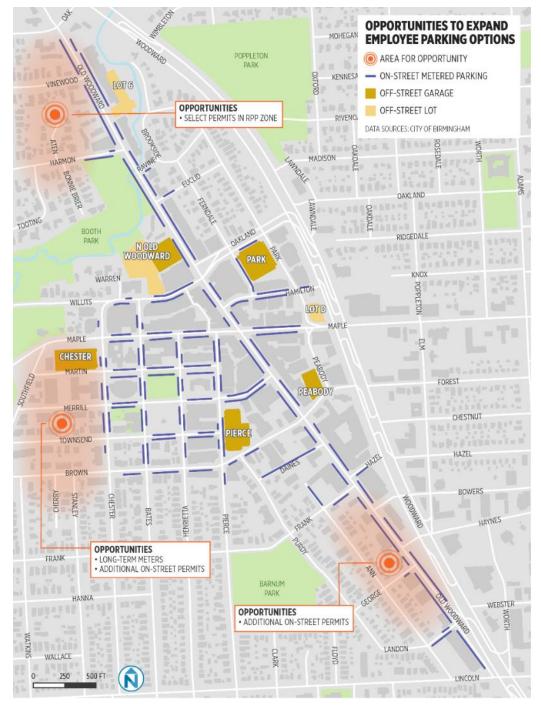


Figure 4 On-street Employee Parking Opportunities

Additional off-street opportunities have been elusive, but opportunities may arise over time that enable the City to broker shared parking agreements with private property owners who have excess capacity. The temporary lot lease (Lot 12) just east of the study area is a good example of a successful effort to add 156 permit spaces in the near-term. In the case of more remote parking opportunities, which have also been elusive, the City can offer a reduced rate and last-mile connections via commuter shuttle service, which will be discussed further in the following section.

## Improve Visitor Access to Short-term Parking

#### Adjust parking rates to reflect demand patterns across downtown.

The City currently has only two on-street parking rates (\$1 and \$1.50 per hour), which limits the ability of pricing to influence the distribution of parking demand. Following the methodology described in the previous section, which uses availability as the key performance indicator (KPI), Birmingham should increase the gaps between on-street parking rates, and clearly communicate where the most- and least-expensive parking is located.

*Quick Win: Establish a third pricing tier and create a "premium rate" area where utilization is* consistently highest to facilitate a shift in parking activity to areas of consistent availability.

Pricing in this area may only be modestly higher than in the other two areas, but with three tiers, parkers who are knowledgeable about the pricing scheme and the consistent availability on lowerpriced blocks will begin to opt for the ease and cost savings of parking in those areas. This stands to increase availability in the core and reduce the incidence of cars circling for parking in the center of the downtown Birmingham, when parking is available just one or two blocks away.

*Quick Win: Make some currently-metered on-street parking free during hours where capacity is* constrained elsewhere in the system, to attract parkers and free up capacity elsewhere.

In the near-term, in line with the recommendations in the monthly permit section, the City should continue to monitor utilization and review rates annually (at a minimum) to determine if additional adjustments are warranted, raising or lowering rates to address any meaningful gaps between targeted and actual availability. Again, ensuring transparency will also be important to public understanding and support and can be achieved by regularly publishing data, findings, and any subsequent management/pricing adjustments in an annual report.

Figure 5 Seattle On-Street Parking Occupancy Report

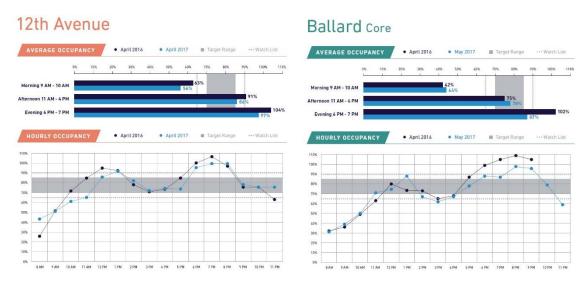


Image: Seattle Department of Transportation

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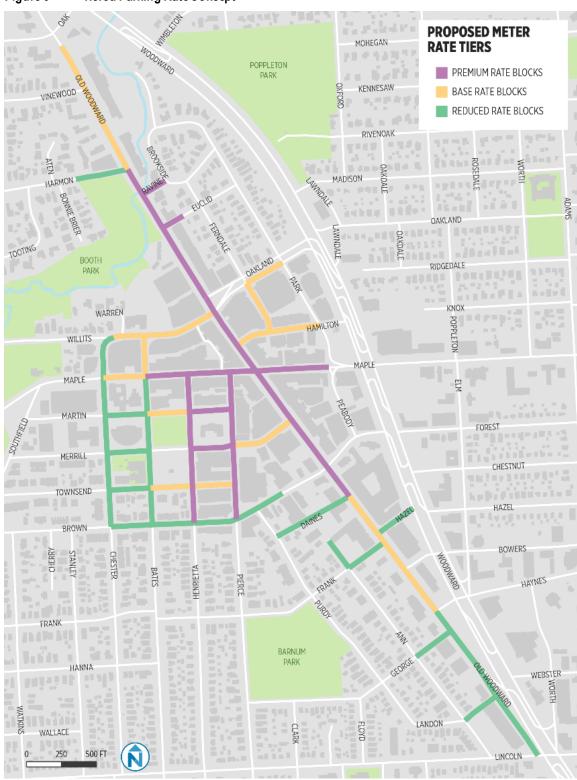


Figure 6 Tiered Parking Rate Concept

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#### Ensure that all drivers know all their options.

Visitors are particularly dependent upon information, signage, and wayfinding to understand the full set of parking options available to them, but all users benefit from improvements to delivery and accuracy of information. The City already addresses several aspects of this well, including providing real-time garage availability information (both online and at the facility) and directing parkers to public valet locations. However, there are gaps in the provision of broader parking network information that can be addressed.

<u>Quick Win: Implement a comprehensive communications strategy to ensure that drivers know</u> <u>the difference in on-street parking rates and where to find the right-fit combination of</u> convenience and cost for their downtown visit.

The importance of signage and other public outreach in communicating the difference between parking zones and rates will increase with the implementation of performance-based management. This should be addressed as part of a comprehensive approach to increasing driver awareness of options, pricing, and regulations.

Branding with easily discernable information has been used effectively to help visitors understand and find key parking options, including free 2-hour parking in garages and the public valet service put into place while key downtown blocks are closed for construction. Building off these efforts, the City can work to develop a cohesive parking "brand" and information system, accessible online, via mobile device, and in the field, to enhance user understanding of parking options. A successful program will:

- Guide Visitors to "right fit" parking
- Improve predictability, reduce confusion and improve customer experience
- Redistribute demand to underutilized facilities
- Support performance-based management
- Help "brand" downtown Birmingham
- Improve aesthetics and streetscape

In the near-term, the City should work to align citywide planning and wayfinding efforts, building upon this work to create a cohesive sign program that creates clear and concise information to parkers. Using a color scheme to clearly mark premium-, base-, and reduced-rate parking locations — both on maps and via on-site signage — can support a performance-based pricing program. Similar efforts could be used to identify spaces in City garages or off-peak access to permitlots.

Figure 7 Branding + Color Scheme Guide Drivers to Right-Fit Parking



Image: Downtown Sacramento Partnership

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#### Optimize "Park Once" efficiencies.

Birmingham's downtown parking system supports Park Once efficiencies, as most parking options allow drivers to leave their cars in place while they walk around downtown. By allowing drivers to leave their cars in place until they are ready to return home, and promoting area walkability, Park Once can convert potential, excess auto traffic into sidewalk vitality and active public spaces. From a parking demand perspective, it can significantly reduce parking supply needs, as drivers require fewer spaces to get to more downtown destinations.

To further enhance these conditions in downtown Birmingham, the City and its partners should continue to pursue opportunities for bicycle and pedestrian network improvements, as it is doing with the addition of bike parking options and pedestrian safety measures throughout the area.

In the near-term, the City should also look to add a downtown circulator to further connect various destinations in central business district and beyond. This opportunity was popular during community outreach across all audiences, with multiple employers expressing a willingness to support such a service. A circulator could serve multiple audiences in downtown Birmingham, beginning with visitors and extending to residents and daily commuters, by providing frequent and convenient connections throughout the downtown area. The same vehicles that can be used during mid-day and evening hours to provide local circulation for visitors, shoppers, and residents can be re-purposed during peak commuter hours to fill "first mile/last mile" gaps from remote parking facilities or transit services, making those options more attractive and practical for commuters.

These essential Park Once services can also communicate the downtown brand and make use of emerging electric and autonomous vehicle technologies. Several operators base revenues entirely on sponsorship and advertising sales, enabling them to offer the service free of charge to passengers.



Figure 8 San Diego's Free Ride Everywhere Downtown "FRED" Circulator

Image: Downtown San Diego Partnership

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#### **Continue to refine Public Valet approach.**

The City recently committed to extending two public on-street valet locations beyond the Old Woodward construction period, due to popularity and customer demand. Birmingham staff should continue to review the on-street public valet for usefulness with input from parkers and the Birmingham Shopping District (BSD) and continue to work with the BSD and local merchants to expand marketing and outreach and pursue cost-sharing opportunities.

In the near-term, in addition to the valet recommendations in the commuter parking section, the City should pursue visitor valet opportunities in the Lot 6 areas, where there is a clear desire from merchants to expand the valet service to their district. This could improve parking options for both shoppers and employees in the vicinity. This will continue to be a challenging prospect for immediate implementation, as there is no proximate location for valet car storage, but the options highlighted in the previous section may also yield opportunities to extend valet service to visitors.

Figure 9 Downtown Birmingham Public Valet Locations

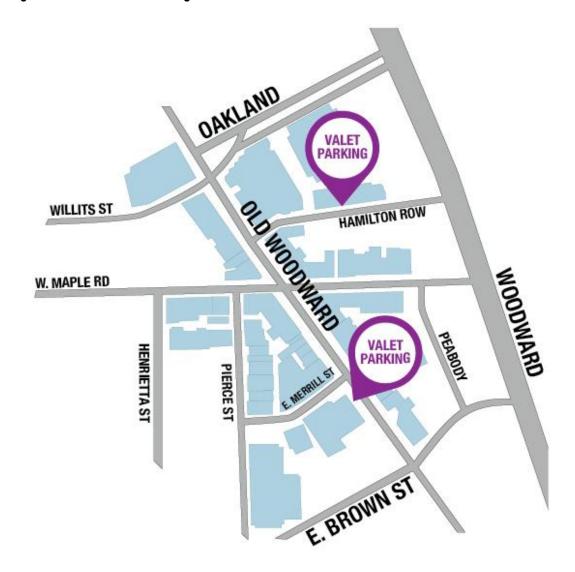


Image: City of Birmingham

#### **Expand Mobile Payment Options to the Parking Structures.**

Pay ment options for short-term parkers in the City's garages are currently limited to a credit card or IN Card. Community feedback indicated a desire for more options, both to increase payment flexibility and to reduce delays at parking entrance and exit. ParkMobile payments at the City's smart meters account for approximately 25% of transactions, suggesting that this popular option could be readily adopted by off-street parkers as well.

In the near-term, the City should explore options for either expanding their current ParkMobile contract or soliciting other vendors to allow mobile payment in the garages. Providing parkers with the option to pay for parking using their phone will help mitigate congestion at the exit gates, much of which is the result of delays caused by parkers who are using credit or IN Cards. ParkMobile and other vendors also offer "digital wallets," which can allow employers to pre-load funds into individual accounts. These mobile options can also enable after-hours payment for visitor use of permit lots, which can offset evening and weekend capacity issues in key areas.

In addition to ParkMobile, there are several Bluetooth mobile solutions that can be adapted to existing SKI DATA PARCS infrastructure for minimal cost that will allow parkers to access the garage or "vend the gate" using a pre-established wallet or account, akin to having a virtual IN Card. Several PARCS vendors are offering Bluetooth solutions. In most cases, the City would need to update the garage technology. However, one company (inugo) has successfully implemented an adaptive solution utilizing existing infrastructure. They install Bluetooth technology (\$1,000 per gate set up; \$1.00 per space per month for the back office) that allows visitors and permit holders to use their cell phone to access the garage, in most cases, hands-free.

### Take Advantage of Excess On-street Capacity

In aggregate, on-street supplies maintain significant excess capacity (<85% occupied) throughout weekday peaks and into the evenings. Much of this underutilized capacity is concentrated in areas around City garages that are, by contrast, at capacity much of the day. Current pricing cues — which apply a fee to the on-street spaces, but offer free 2-hour parking in nearby garages — are intensifying the supply constraints noted in some key downtown facilities, as well as one of the primary parking issues noted in this study — the lack of capacity to accommodate downtown employment growth via permits to City garages.



Figure 10 Peak Weekday Mid-day Parking Utilization

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In line with the recommendations in the previous sections to improve access for monthly and daily parkers, there is an opportunity to shift parking from decks that are experiencing capacity constraints to on-street spaces, and within the on-street system to spaces that are currently under-utilized.

#### Reduce short-term parking set-asides in City garages.

<u>Quick Win: Reduce the number of spaces held for short-term parkers in select garages, shifting a modest amount of short-term parking demand into street spaces and freeing up spaces for additional permit parkers.</u>

Two garages – Chester and Pierce – offer opportunities for this transition. Chester is already most heavily used by parkers staying 5 hours or more, with only 15% of parkers staying 2 hours or less. It is also slightly less proximate to downtown's primary visitor core. That said, there are currently only 42 spaces marked for short-term (<3-hour) parking, so the opportunity is not substantial. These spaces are also frequently used by visitors to the adjacent Baldwin House and Public Library. Coupled with the prior recommendation to expand on-street parking options in the vicinity and promote "right fit" options for visitors, there are multiple options to add capacity in this area to meet the needs of all users.

The Pierce garage, on the other hand, is the only garage with consistent availability (15% - 25%) during weekday daytime hours. Pierce is popular with short-term parkers, with more than 40% of current use by parkers staying less than 2 hours. So, a careful strategy – including proactive marketing/outreach to visitors who typically use this deck – should be examined in order to decipher where displaced short-term parkers would be directed, whether alternate garage locations or on-street spaces.

#### Continue to provide short-term parkers with convenient, low-cost parking options

<u>Quick Win: Make some currently-metered on-street parking free to provide a competitive</u> alternative to free parking in City garages that lack capacity to offer monthly permits.

To address the priority of accommodating more permit parkers in the City's garages, steps can be taken to shift a portion of the short-term parkers to existing on-street meters during peak periods, thereby alleviating some of the excess demand on existing decks. Reducing the number of spaces held for short-term parkers in City garages, limiting the free 2-hour parking offering during peak periods (or in select garages), and offering lower-cost on-street parking options to short-term parkers will help facilitate this shift with pricing cues. Promoting free on-street parking in strategic locations will be an important counter-measure to ensure that short-term parkers are still provided with ample opportunities for convenient, low-cost downtown parking.

# **Capitalize on Data Collection & Analysis Opportunities**

Data is currently collected through both automated and manual counts in Birmingham's five public parking garages. The City's parking Operator, SP+, provides regular reports on system performance to City staff and the Advisory Parking Committee. SKI DATA gate equipment data is continually monitored by SP+ and issues are addressed as they arise. However, the limitations in what this equipment can collect and provide impairs the City's ability to most effectively evaluate and adjust system operations. On-street, the City's recent investment in CivicSmart meters has provided new flexibility in payment options for customers, but the data collection opportunities have yet to be fully realized.

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#### Utilize data collection capacity to support performance-based management

The CivicSmart meters collect transaction data, which can be used as a proxy to measure utilization of the City's on-street parking, but the greater opportunity is to use the vehicle detection sensors to collect and communicate occupancy to both management personnel at the Police Department, and potentially, to communicate space availability to drivers. This functionality can improve time zone enforcement and provide an anti-feed function to facilitate turnover, as well as supplying an ongoing record of utilization throughout downtown. The City should be deliberate about communicating these functions to the public, positioning the changes as improvements to parking space availability and not as opportunities to increase revenues

<u>Quick Win: Utilize parking meter vehicle detection sensors to begin collecting comprehensive</u> <u>data on parking meter utilization in support of a performance-based management approach to parking pricing and regulations.</u>

If the sensor accuracy is still not meeting expectations, the City should continue to work with their vendor to optimize and test the equipment until it performs at optimal levels. In the meantime, the City can continue to evaluate transaction data or manually count on-street utilization on a regular schedule to begin to establish a more consistent and comprehensive record of capacity and use throughout the entire downtown.

### Invest in License Plate Recognition (LPR) equipment.

License Plate Recognition (LPR) technology offers opportunities to improve both parking facility operations and parking regulation enforcement. Fixed mount LPR equipment at garage access points can improve ingress/egress and shorten queuing issues at peak times, while also facilitating programs that monitor "performance," including tracking utilization during times of peak demand. This equipment could also help prevent parkers from misusing the two-hour free parking period offered in City garages.

In support of a performance-focused enforcement approach, mobile LPR devices can systematically collect "occupancy" data, via plate "reads" in facilities and on blocks where availability is most likely to be constrained. This provides a valuable source of data that can be matched utilization/availability of parking supply.

In the near-term, the City should consider a turnkey solicitation that incorporates operations services and parking technology support that would integrate with their existing SKI DATA equipment, garage security equipment, and provide both mobile and fixed LPR functionality. Ideally, the City would rely upon the same technology provider for both the fixed and mobile LPR solutions, providing the City with a dedicated vendor who would be responsible for the monitoring and upkeep of the equipment. Most importantly, the RFP should require proposers to outline methods for ensuring accurate data delivery and the ability to integrate with all current technologies that the City has deployed, plus future technologies that the City is considering.

Recognizing that there are concerns over the accuracy of mobile LPR technology for use in enforcement activities, it is useful to note that there have been significant improvements with LPR applications in recent years and multiple providers who can be solicited for qualifications and references. Prior to issuance of a formal RFP, the City could consider an RFQ, followed by reference checks with clients who are currently using each vendor's services.

#### **Upgrade Parking Transaction & Management Software.**

Innovations in parking data management solutions can enable detailed, real-time analysis of parking transactions and utilization in support of performance -based management. The data

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provided by these services can provide an in-depth review of historic and current parking demands while predicting future parking occupancies, enabling the City to act on a potential parking demand problem in a specific area before it happens by adjusting rates or regulations both on- and off-street. The City can assume active control of their parking inventory, optimizing their current parking assets and meeting the needs of multiple user groups.

Ouick Win: Upgrade & automate the permit wait list system to ensure efficiency and accuracy.

The City and their operator should continue working to update the current wait list system to ensure an up-to-date catalog of parkers seeking monthly permits. As the City explores options to adjust rates and issue additional permits, it will be critical to have a dynamic, efficient, and accurate system that relies less on manual checks and direct communication and more on a clearly-defined, automated system of registration, confirmation, and issuance. New transaction and management software can help facilitate these enhancements. A reimbursable fee can be charged to wait list members in order to register and hold a slot, and annual (or semi-annual) updates can ensure that the list is current and permits are being issued to eligible parkers.

In the near-term, the City should explore options for contracting services that track parking patterns in real-time across networked on-street meters and off-street payment systems, using algorithms to convert this data into estimates of parking utilization and availability. Such services are relatively new, and often require "spot checks" of actual utilization/availability counts, via manual surveys or through LPR data, to establish and maintain accuracy. Taking the same approach as in the previous section, an initial RFQ for provider services should provide valuable information and references that the City can use to evaluate options leading up to a more formal RFP for a parking data management solution.

Vendors such as Smarking, ParkHub, and Luum offer a variety of services and the City should solicit their existing vendors to identify potential integrated solutions that may be available to them to help support parking data management and broader access and mobility solutions. ParkMobile, for example, has recently established several integrations that may be able to support Birmingham's efforts, including on-and off-street payments, transit ticketing, pre-paid parking and reservations, valet, fleet vehicle programs, permit management, and charging stations pay ments. Recent RFQs from the City of Las Vegas and the District of Columbia could also provide insight into Birmingham's approach to this opportunity.

# **Optimize Management & Operations**

Ensure streamlined and coordinated management within the City, while maximizing opportunities related to public and private growth, mobility, and sustainability initiatives.

#### **Solicit Competitive Bids for Operator Services.**

The City has contracted with SP+ for facility maintenance and operations for its five parking structures since 1991. The service agreement has not been subject to competitive bidding or amendment since the original signing date, while technologies and management needs have changed. Drafting a solicitation for operator services will support new technologies and changing needs of the City and provide an opportunity to build in best practices and needs for current and future initiatives including:

- Customer service benchmarks
- General and specific garage maintenance requirements
- Coordination of parking information with the City and local stakeholders

City of Birmingham, Michigan

- Providing advisory services on technology, policy, and parking data
- Collection, invoicing, and depositing of parking revenues
- Ability to monitor and provide service to parking garage equipment
- Permit management tools

In the near-term, City staff should work with the Advisory Parking Committee to evaluate comparable municipal programs that have service and operator agreements for their public facilities to identify best practices and lessons learned. By engaging other municipalities in reviewing their parking operator services, the City will be able to incorporate their own needs in the above key areas with successes and failures from their peers. This will help the City in crafting a comprehensive solicitation which not only incorporates the needs of Birmingham, but also identifies opportunities and services that should be considered, based upon the experiences of similar communities. The comprehensive solicitation should include:

- Support services, including customer service
- Permit management
- PARCS equipment, including integrated counting systems
- Security surveillance systems
- Elevator maintenance
- Preventative and long-term maintenance and cleaning
- LPR fixed and mobile including maintenance and warranty
- Data management and reporting solutions
- Valet services
- Wayfinding&signage
- Real-time information applications for owners and customers

State of the Practice examples of solicitation notices are provided as an appendix to this report.

#### Establish a Parking Ambassador Program.

Many cities have shifted parking enforcement from police departments to other city or quasi-public agencies whose staff can focus their full attention on improving compliance and customer service. Examples of parking "ambassador" programs in cities like Omaha, NE and Fayetteville, AR place an emphasis on a customer service approach to enforcement. The first priority for these officers is to help visitors find their way and utilize the parking system appropriately, but their authority still allows them to monitor compliance and issue citations.

Quick Win: Rebrand the Birmingham Police Department's Parking Enforcement Assistant as "Parking Ambassadors" and ensure they have on-going training relative to visitor amenities, parking technologies, policies, and general parking information.

Parking enforcement staff is often the only interaction that visitors have with representatives of the City, so they should be a positive representation for the community. A parking ambassador approach encourages a positive interaction, creating a better image for the City. Parking Ambassadors can be responsible for education and outreach to inform the public about program changes while performing their parking compliance duties.

**Long-term**, the City should monitor their current approach to parking enforcement, both from a customer service and from a resource/capacity standpoint. Adjustments can be made if Police Department staff would be better utilized on more pressing issues around community safety and well-being, or if repositioning of the parking enforcement "ambassadors" in a different department or partner agency would better align with City and community goals.

City of Birmingham, Michigan

#### **Refine the Assessment District Fee Approach.**

The current Birmingham Parking Assessment District model relies on periodic fees assessed to property owners in the district to support investments in public parking infrastructure, as needs arise. An alternative model, whereby fees are assessed on a consistent basis, may be more sustainable and politically feasible, while also providing a dependable revenue stream to support these capital investments, as well as potential City partnerships in joint-developments that address downtown's parking needs.

In the near-term, the City should evaluate the political and economic benefits and drawbacks of a revised approach, featuring a consistently collected assessment that can be set at a modest level. The public relations side of this option cannot be understated, and should focus on the predictability of a normalized assessment as a way to avoid the need for much larger "special" assessments if/when a new parking structure or other significant infrastructure need arises. This may also help reduce resistance to proposed new developments, which may trigger existing property-owner fears of a sudden and significant increase in their assessment liability. It will also make the cost of owning downtown property more predictable, attracting further investment.

# **Prepare for Future Growth**

# **Develop Park Once zoning strategies.**

Birmingham's zoning code already addresses parking design standards in detail and establishes a progressive set of parking requirements around new development in the downtown area and the Parking Assessment District. A deeper evaluation of the zoning code should be completed in coordination with the City's upcoming Master Plan process to ensure that parking can be expanded, as needed, to support continued growth in the downtown area, as well as in other mixed-use growth districts.

Focusing on a "Park Once" approach would embrace several of the following objectives and benefits:

- Ensure that public parking supplies can be expanded as needed, to avoid the redundant inefficiencies created by conventional parking requirements.
- Encourage continued growth by offering developers a variety of options to accommodate and/or mitigate the parking demand impacts of their projects.
- Generate mobility improvements and demand-reduction programs to both reduce parking demand and enhance increasingly sought-after multimodal amenities.
- Encourage shared use of existing private parking facilities that were built to meet previous parking requirements.

Elements to include in park-once zoning:

- Incentives to provide shared parking in privately developed parking facilities
- Limits on private, single-use on-site parking
- No limits on shared, on-site parking
- Fee options to exceed limits on private, on-site parking or to waive on-site requirements
- Incentives or requirements to directly provide mobility amenities and/or demand-reduction programs, as appropriate to the scale and use-mix of the project.

City of Birmingham, Michigan

 A Joint-Development policy that leverages Park Once zoning, and seeks public-private, mixed-use projects as the primary mode of expanding public parking.

In the near-term, the City should evaluate its zoning code to uncover any conflicts between current regulations and the community's vision for creating walkable, mixed-use districts and should ensure that the Park Once approach to zoning is prioritized in the Master Plan process.

### Invest parking revenues in public improvements, beyond parking.

Investing permit and meter revenue in local improvements can reinforce the message that the primary purpose of charging for parking is to manage the system, manage demand, and keep spaces available, not to fill budget gaps. Merchants, in particular, are much more likely to be supportive when they know that increased parking revenues will translate into noticeable public improvements. The primary purpose of the current parking fund — to maintain the parking system and fund expansion as necessary — would remain, while a relatively modest share of revenues would be available for improvements to street scapes, public spaces, and mobility improvements that can directly reduce future parking expansions.

**In the near-term**, the City should evaluate potential restrictions on use of Parking System Enterprise Funds for non-parking improvements. If flexibility exists, the City should then pursue the following approach:

- Promote a "benefit district" approach to raise a wareness of the local improvements provided by parking revenues.
- Evaluate access and mobility priorities with the Multimodal Transportation Board to determine where investments can address community needs.
- Ensure that benefits include non-driving mobility and commuter-benefit investments that can reduce parking demand (and, thus, performance-based rates).
- Provide annual updates on key investments made with parking revenues within an annual Performance-Based Management Report.

#### **Continue to refine Joint-Development approach.**

The pending redevelopment of the N. Old Woodward Garage is a great example of the City pursuing expansion of public parking via joint-development. In cities like Grand Rapids and Ann Arbor, similar approaches have become the default means of expanding parking-system supplies, taking advantage of the cost-sharing and facility-design benefits they offer, as compared to building dedicated parking structures.

As alluded to in the previous section, the City should consider opportunities to invest Parking Assessment revenues in these opportunities as a way of meeting the needs of the public parking supply. Development agreements will need to be explicit about the public improvements and City ownership/control of specific parking assets, in order to ensure that the assessment funds are dispersed as intended and remain invested in a public asset.

In the near-term, the City should continue to pursue the N. Old Woodward & Bates Street redevelopment project with the dual aims of increasing downtown investment and meeting the growing demand for parking within the downtown parking system.

In the long-term, the City should identify additional opportunities for the joint-development approach, including the existing public parking deck locations or public/private properties that are underutilized and could support mixed-use development that incorporates additional public parking supply.

City of Birmingham, Michigan

# **IMMEDIATE ACTION STEPS**

The chart on the following page provides a summary of "Immediate Action Steps" that the City and its partners can follow to facilitate direct impacts on the priority areas. They are organized into the following five (5) areas:

Update Permit System, Rates, & Sales
Implement Performance-Based On-Street Pricing
Expand Effective Capacity of Existing Supply
Improve Parking Experience and Information
Improve Internal Organization

A comprehensive Implementation Guide is provided as an appendix to this report and summarizes the "Quick Wins" and near-term actions outlined in the previous section.

# **IMMEDIATE ACTION STEPS**

Recommendation	Key Action Steps	Responsible Parties	Target Outcomes	Other Considerations
Update Permit System, Rates, & Sales	<ul> <li>Upgrade and automate the permit wait list system.</li> <li>Solicit contractor service for tracking parking use and integrating with management systems.</li> <li>Offer permits to the first 10 people on the wait list for the Pierce and Peabody garages.</li> <li>Increase the Chester, Park, and N. Old Woodward permit rates by \$10.</li> <li>Offer discounted and "flex" permit rates for carpools and vanpools and occasional parkers.</li> <li>Monitor utilization, issue more permits every 3 months, and further adjust rates as needed.</li> </ul>	<ul> <li>City of Birmingham</li> <li>City Manager</li> <li>City Commission</li> <li>Advisory Parking Committee</li> <li>SP+</li> <li>Employers</li> </ul>	<ul> <li>Accurate, real-time permit &amp; utilization data</li> <li>More permits sold / smaller permit wait list</li> <li>Reduced gap between permit and daily parking rates</li> <li>Increased permit revenue</li> <li>Greater non-drive-alone mode share</li> </ul>	<ul> <li>Adjustments to pricing should be made in line with issuance of new permits.</li> <li>Consider long-term target rates and phasing plan to approach new rate structure.</li> <li>Communicate and promote objectives and opportunities with a clear communication plan.</li> </ul>
Implement Performance- Based On- Street Pricing	<ul> <li>Adopt a policy linking parking rates to demand and establish availability as the KPI.</li> <li>Establish a third pricing tier and "premium rate" area to shift parking activity.</li> <li>Make some currently- metered spaces free during hours when capacity is constrained.</li> <li>Activate meter sensors to assist with enforcement and data collection efforts.</li> <li>Monitor utilization to establish a solid base of data to inform policies and adjustments.</li> </ul>	<ul> <li>City of Birmingham</li> <li>City Manager</li> <li>Police Department</li> <li>City Commission</li> <li>Advisory Parking Committee</li> <li>Birmingham Shopping District</li> <li>CivicSmart</li> </ul>	<ul> <li>Consistent, dependable on-street availability</li> <li>More even distribution of peak hour utilization</li> <li>Greater utilization of remote on-street spaces</li> <li>Improved enforcement of on-street regulations</li> <li>Accurate, real-time utilization data</li> </ul>	<ul> <li>Communicate and promote objectives and opportunities with a clear sign &amp; communication plan.</li> <li>Monitor equipment accuracy with regular manual checks.</li> </ul>
Expand Effective Capacity of Existing Supply	<ul> <li>Institute an employee permit program in residential permit parking zones.</li> <li>Provide a discrete number of permits for use on under-utilized metered blocks.</li> <li>Examine on-street permit options on blocks that are not currently metered or restricted.</li> <li>Reduce the number of spaces held for short-term parkers in select garages.</li> <li>Optimize the rooftop and on-street valet services with mobile function &amp; improved locations.</li> </ul>	<ul> <li>City of Birmingham</li> <li>City Manager</li> <li>Police Department</li> <li>City Commission</li> <li>Advisory Parking Committee</li> <li>SP+</li> <li>In-House Valet</li> </ul>	<ul> <li>More permits sold / smaller permit wait list</li> <li>Greater utilization of remote on-street spaces</li> <li>Increased permit revenue</li> <li>Greater utilization of commuter valet program</li> <li>Improved valet program customer satisfaction</li> </ul>	<ul> <li>Communication with adjacent property owners and permit-holders will be key.</li> <li>Enforcement will be critical to success.</li> <li>Valet program costs and revenues should balance for a sustainable program.</li> <li>Valet locations must weigh options for convenience, circulation, and other needs.</li> </ul>
Improve Parking Experience and Information	<ul> <li>Implement a comprehensive communication plan to help drivers find right-fit parking.</li> <li>Develop signage to reflect parking options in support of the performance-based approach.</li> <li>Create a "welcome" package for new and existing employees to outline options &amp; benefits.</li> <li>Focus "Parking Ambassadors" on customer approach to parking and access services.</li> <li>Add mobile functionality to the valet parking service for both customer and operator use.</li> <li>Add mobile payment option to parking garages and expand promotion of IN cards.</li> </ul>	<ul> <li>City of Birmingham</li> <li>City Manager</li> <li>Police Department</li> <li>City Commission</li> <li>Advisory Parking Committee</li> <li>Planning Commission</li> <li>Birmingham Shopping District</li> <li>SP+ / In-House Valet</li> <li>SKIDATA / Parkmobile</li> </ul>	<ul> <li>User-friendly parking system with ample, clear parking options</li> <li>Increased adoption of commuter benefits</li> <li>Better understanding of valet program use and function.</li> <li>Reduced queuing and service calls at gates</li> <li>Improved parking system customer satisfaction</li> </ul>	<ul> <li>Collaborate with strategic partners to inform &amp; market parking system changes.</li> <li>Look for opportunities to develop a "suite" of options that address parking &amp; access.</li> <li>Consider shifting parking enforcement to non-Police Department staff</li> </ul>
Improve Internal Organization	<ul> <li>Develop a comprehensive Operator solicitation that incorporates current City needs and opportunities for new or expanded services that meet City goals.</li> <li>Evaluate the City's zoning code in line with the upcoming Master Plan update to uncover any conflicts between park once strategies and existing regulations.</li> <li>Begin a discussion of a revised Assessment District approach.</li> </ul>	<ul> <li>City of Birmingham</li> <li>City Manager</li> <li>Planning Department</li> <li>City Commission</li> <li>Advisory Parking Committee</li> </ul>	<ul> <li>Clear, current, comprehensive Operator agreement</li> <li>Zoning code aligned with parking, mobility, access and development goals</li> <li>Sustainable, dependable assessment model that provides consistent system revenue</li> </ul>	<ul> <li>Reference comparable municipal parking programs, operator agreements, and RFPs.</li> <li>Weigh options that support continued development and access &amp; parking needs.</li> <li>Consider both economic and community/political benefits of a refined approach.</li> </ul>

City of Birmingham, Michigan

### LONG-TERM CONSIDERATIONS

While the above recommendations focus on opportunities for near-term implementation, the City and its partners should keep the following considerations in mind as the downtown area and other nearby mixed-use districts continue their growth.

### Create a shared parking brokerage.

Recognizing that the opportunities are currently limited, Birmingham and its partners can look for opportunities to develop a shared parking brokerage that includes both public and private facilities. Once pay-by-phone options have been established in downtown parking garages, the brokerage concept can provide opportunities to both expand the effective capacity of the entire downtown parking supply and to increase revenues for owners of parking supplies that are regularly under-utilized. The City, or another coordinating entity, would create a sense of cohesion and authenticity among the shared facilities that does not currently exist, increasing the legibility of the system as a whole and improving the user experience for the general public.

#### Monitor Emerging Mobility options and impacts on local access issues.

Birmingham should continue to monitor emerging mobility options, including shared ride, electric, and autonomous vehicles, plus services provided by a growing number of transportation network companies (TNCs). As the alternatives to single-occupant-vehicle trips develop or mature, they could offer options that downtown commuters, residents, or visitors would support for some portion of trips. The impacts could include reduced demand for parking spaces (if personal vehicle ownership or use declines) or different kinds of parking spaces (for electric vehicles or for pick-up/drop-off by TNCs) that might warrant a shift in how Birmingham's downtown parking system is managed.

#### **Develop TDM standards for downtown development.**

In line with Birmingham's effort to evaluate its zoning code and consider modifications to the Assessment District model, the City should evaluate the potential to establish requirements and/or incentives to include transportation demand management (TDM) strategies in downtown development projects. These can address growing concerns about the increasing demand on shared parking resources with lower cost interventions that focus on shifting travel behaviors. Examples include the following:

- Unbundled parking (parking is an optional cost for tenants who store a vehicle on-site)
- Car-share vehicles and/or parking
- Provision of shared bicycles or sponsorship of existing bike share programs
- Contribution to other shared mobility services, such as a downtown circulator
- Showers, lockers, and changing facilities for bicycle commuters (in commercial facilities)
- Transit pass benefits for residents or employees

### Continue to improve and promote active transportation options.

As outlined in the *Potential Strategies Overview*, the City should continue to build on its successful efforts to promote a walkable, bikable downtown. These include improvements to the pedestrian and bicycle network in line with roadway reconstruction projects and extend to efforts that connect downtown to the surrounding neighborhoods and broader region. The city should continue its work with the Multi-modal Transportation Board and other local and regional agencies to implement the recommendations of the 2013 *Multi-modal Transportation Plan*.



# **MEMORANDUM**

Office of the City Manager

DATE: October 3, 2018

TO: Advisory Parking Committee

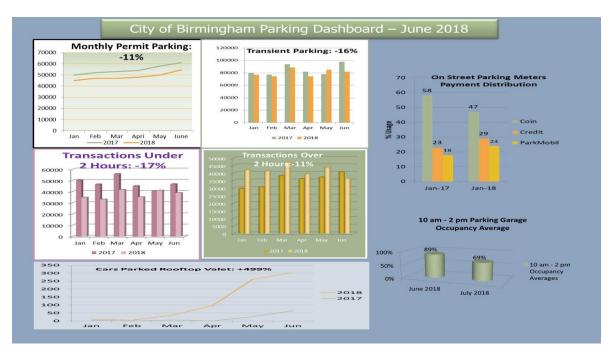
FROM: Tiffany J. Gunter, Assistant City Manager

SUBJECT: New Parking Utilization Report Summary and Data Analytics

**Program Recommendation** 

Recently, additional components of the Parking Utilization Report were developed to accommodate a request made by the City Commission to update the traditional reporting documents with more comprehensive information regarding parking system utilization. There are two additional components that have been included in the Parking Utilization Report, which are the 1) Parking Utilization Dashboard and 2) the 10 am – 2 pm Occupancy Tables and Charts.

The Parking Utilization Dashboard provides an illustration of a minimum six month rolling comparison of metrics using current and prior year usage data addressing monthly permit parkers, transient parkers, roof-top valet assist program adoption, on-street meter payment type distribution, visitors staying for more or less than two hours, and average occupancy levels in the parking garages during peak periods. Staff is working to collect additional information that will eventually be added to the dashboard, such as number of hits on the parking widget and more information regarding on street metered parking as sensors are brought online and become operational.

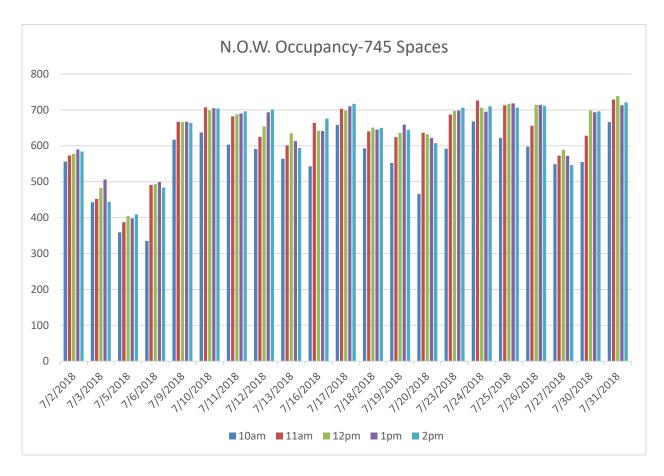


The 10 am - 2 pm Occupancy Tables and Charts include a full month of manual reporting from June and July 2018 from Monday through Friday from 10 am until 2 pm in each of the parking garages. The following is a snapshot during the first week of July.

Occupancy	10a-2p	(Weeko	lay Anay	lsis)		Occupan	cy 10a-2	p(Week	day Ana	ylsis)	
7/2/2018	10am	11am	12pm	1pm	2pm	7/2/2018	10am	11am	12pm	1pm	2pm
Chester(880)	756	773	759	751	763	Chester(880	1	88%	86%	85%	87%
N.O.W.(745)	556	573	578	590	584	N.O.W.(745		65%	66%	67%	66%
Park(811)	674	699	706	725	727	Park(811)	77%	79%	80%	82%	83%
Peabody(437)		307	285	286	294	Peabody(43		35%	32%	33%	33%
Pierce(706)	528	540	563	556	573	Pierce(706)	60%	61%	64%	63%	65%
								<u> </u>			
7/3/2018	10am	11am	12pm	1pm	2pm	7/3/2018	10am	11am	12pm	1pm	2pm
Chester(880)	662	678	644	638	608	Chester(880	75%	77%	73%	73%	69%
N.O.W.(745)	443	452	483	506	444	N.O.W.(745	50%	51%	55%	58%	50%
Park(811)	684	699	674	667	628	Park(811)	78%	79%	77%	76%	71%
Peabody(437)	281	295	299	316	308	Peabody(43	32%	34%	34%	36%	35%
Pierce(706)	400	417	458	506	476	Pierce(706)	45%	47%	52%	58%	54%
7/5/2010	10	44	10	-		7/5/2010	10	4.4	110		
7/5/2018	10am	11am	12pm	1pm	2pm	7/5/2018	10am	11am	12pm	1pm	2pm
Chester(880)	631	663	674	676	673	Chester(880		75%	77%	77%	76%
N.O.W.(745)	359	387	404	398	409	N.O.W.(745	<u> </u>	44%	46%	45%	46%
Park(811)	612	675	697	702	708	Park(811)	70%	77%	79%	80%	80%
Peabody(437)	187	210	223	225	232	Peabody(43	+	24%	25%	26%	26%
Pierce(706)	392	424	484	496	482	Pierce(706)	45%	48%	55%	56%	55%
7/6/2018	10am	11am	12pm	1pm	2pm	7/6/2018	10am	11am	12pm	1pm	2pm
Chester(880)	601	628	614	609	604	Chester(880		71%	70%	69%	69%
N.O.W.(745)	335	491	493	499	484	N.O.W.(745	1	56%	56%	57%	55%
Park(811)	518	602	575	512	543	Park(811)	59%	68%	65%	58%	62%
		256	259	288	255	Peabody(43	1	29%	29%	33%	29%
Pierce(706)	433	442	485	516	506	Pierce(706)	49%	50%	55%	59%	58%
1 10100(700)	733	772	703	310	300	116166(700)	4370	3070	3370	3370	3070
7/9/2018	10am	11am	12pm	1pm	2pm	7/9/2018	10am	11am	12pm	1pm	2pm
Chester(880)	854	865	848	846	849	Chester(880	97%	98%	96%	96%	96%
N.O.W.(745)	617	667	666	667	664	N.O.W.(745	70%	76%	76%	76%	75%
Park(811)	714	801	804	795	789	Park(811)	81%	91%	91%	90%	90%
Peabody(437)	345	364	361	354	372	Peabody(43	39%	41%	41%	40%	42%
Pierce(706)	468	515	512	511	515	Pierce(706)	53%	59%	58%	58%	59%
7/10/2018	10am	11am	12pm	1pm	2pm	7/10/2018	10am	11am	12pm	1pm	2pm
Chester(880)	830	851	837	850	850	Chester(880	1	97%	95%	97%	97%
N.O.W.(745)	637	707	699	705	704	N.O.W.(745	1	80%	79%	80%	80%
Park(811)	752	798	809	809	788	Park(811)	85%	91%	92%	92%	90%
Peabody(437)	361	410	410	412	408	Peabody(43		47%	47%	47%	46%
Pierce(706)	791	598	628	678	647	Pierce(706)	90%	68%	71%	77%	74%
7/11/2018	10am	11am	12pm	1pm	2pm	7/11/2018	10am	11am	12pm	1pm	2pm
		878	871	871	863	7/11/2018 Chester(880	_	+	•	99%	- t
Chester(880)	836 603	682	_	_	696	· ·	+	100%	99%	+	98%
N.O.W.(745) Park(811)	741	792	688 791	690 794	803	N.O.W.(745 Park(811)	4	78%	78%	78%	79%
. ,		_		_	_	Park(811) Peabody(43	84%	90%	90%	90%	91%
Peabody(437)		387	396	381	382			44%	45%	43%	43%
Pierce(706)	478	557	596	617	615	Pierce(706)	54%	63%	68%	70%	70%

The parking system utilized 90% or more of its capacity for the majority of the month in July. It is important to note that the table counts do not reflect the roof top valet assist capacity. While

the City experienced a 499% increase in usage of roof top valet, at no point in time did the system exceed total capacity. As pictured below, the accompanying tables for each of the garages provides an illustration of the month for each garage by time of day.



As illustrated in the dashboard, the average occupancy during the month of June 2018 was 89% while average occupancy was 69% during July 2018.

In order to obtain the occupancy data, the Parking Management staff is required to take a manual count every hour between 10 am and 2 pm daily. The Parking Management staff is limited and this process is labor intensive. As such, staff is engaging data analytics firms that offer programs that would provide the same and improved data in real time automatically.

The information we have been obtaining manually is useful, but does prove to be a challenge for the parking operations team that is not specifically staffed for this purpose and does not possess the sophistication that a data analytics software would provide. Using an analytics program would provide a platform that aggregates multiple data points, provides key performance indicators and analysis to complete the picture of how both on street and off street parking are performing and would ultimately assist us in reaching our goal of having a unified on street and off street parking meter application for our users to enjoy.

Having an analytics platform for parking will provide key benefits, such as:

- Quick access to occupancy, revenue, payment information and better operational insight and analysis,
- With PARCS equipment or third-party data sources, the City can transform operational decisions by understanding parker movement, parker duration, pricing segmentation, revenue per space, and space utilization,
- Ability to leverage transaction data supports staff ability to make better recommendations
  on rate mix, staffing cycles or enforcement route planning. It provides another set of
  warning indicators enabling corrective actions to take place sooner.

Using an analytics program would provide a platform that aggregates multiple data points, provides key performance indicators and analysis to complete the picture of how both on street and off street parking are performing and would ultimately assist us in reaching our goal of having an integrated on street and off street platform for the first time in the City and that data may be used to feed into a City Parking app for our users to enjoy.

Staff has engaged directly with representatives from NuPark and Smarking, two of the leaders in the industry with respect to data analytics and parking platform management. Staff did further exploration via phone calls and website reviews of other companies, such as Parking Logix and T2 Systems. Of the companies reviewed, Smarking was the only provider with a web based open architecture that is able to integrate with just over 80% of parking applications in the market today. They are able to pull our Park Mobile, SkiData, and Civic Smart data into one tool that we may then use for business intelligence, enhanced digital infrastructure, mobile applications, mapping, and connecting autonomous vehicles with real time parking information. Smarking also provides support staff to assist in evaluating and distilling the information being reported so the City can more readily use data to support policy decisions. The staff support is included in the annual subscription fee.

Staff is enthusiastic regarding the timing of this proposal given that the parking recommendation plan has been concluded and the sensors for the parking meters are nearing full operational status. A fully executed agreement will coincide with parking meter sensore coming online.

To date, there is no other data analytics system as comprehensive as the platform provided by Smarking. Staff is asking the APC to consider making the recommendation to subscribe to one year with Smarking for an annual subscription of \$3,294.54 per month (\$39,534 per year) with a one-time installation fee of \$7,906.

#### SUGGESTED RECOMMENDATION:

To recommend authorization of an agreement between the City of Birmingham and Smarking for a period of one year to provide parking platform management and data integration for all municipal parking structures and parking meters in the Automated Parking System for a monthly subscription cost of \$3,294.54 per month and a one-time installation fee of \$7,906.



Smarking Order Form

Company:

# CH-102-8318 City of Birmingham, MI

Contact Name:

Address:

Tiffany Gunter 151 Martin Street

Birmingham, MI 48009

Phone: Email:

(248) 530-1827

tgunter@bhamgov.org

A/P Contact: A/P Email:

Billing address if different from above:

Chris Haves chris@smarking.net Smarking, Inc.

251 Rhode Island Street, Ste. 203

San Francisco, CA 94103

(512) 567-0179 chris@smarking.net

This quote expires 9/28/2018

#### Subscription and Services

Location Name	Location Address	Stall Count	Term Start Date	Annual Subscription	One-time Implementation Fee	Total
Peabody Parking Structure	222 Peabody St. Birmingham, MI 48009	437			700	
Pierce Parking Structure	333 Pierce Street Birmingham, MI 48009	706		5		
Chester Parking Structure	180 Chester Street Birmingham, MI 48009	880				
N. Old Woodward Parking Structure	333 North Old Woodward Birmingham, MI 48009	745				
Park Street Parking Structure	333 Park Street Birmingham, MI 48009	811				
City Metered On-Street Parking		1,262				
Total		4,841	9/28/18	\$39,534	\$7,906	\$47,440

#### Additional Terms.

- Initial Subscription Term starts on September 28, 2018 and ends on September 27, 2019.
- The Effective Date of this Order Form and the attached Smarking Subscription Services Agreement ("Agreement") is the date of latest signature below.
- Additional Locations may be added at a later date. Locations added during an active Subscription Term shall be pro-rated based on the remaining months of the then-current Subscription Term and shall thereafter renew and be invoiced annually in full, in advance, and concurrently with annual renewals for all other then-existing Locations. Each added Location requires payment of an associated Implementation Fee for each such added Location.
- All the above fees will be invoiced at Order Form execution, and are due net 30 upon receipt of invoice.
- Provider may include the Customer company logo and profile on Provider's website to identify Customer as a subscriber to the Provider Applications. Within thirty days (30) from Provider's request, Customer agrees to provide a quote from an executive to support a Provider press release and Customer will support a success story case study during the Initial Subscription Term. Except as set forth in this Agreement, all marketing activities are subject to approval by both Customer and Provider.
- This Order Form incorporates the terms and conditions of the Smarking Master Subscription Agreement attached to this Order Form. No change or modification to this Order Form shall be effective or binding except as expressly set forth in a written agreement signed by both parties.

Intending to be legally bound, the parties have had this Order Form executed by their duly authorized representatives.

Confidential

Smarking, Inc.

Name: Kurt Wedel

Title: Chief Operating Officer and VP of Sales

Date:

Signature:

City of Birmingham, MI

Name:

Title:

Date:

Signature:

#### SUBSCRIPTION SERVICES AGREEMENT

This Subscription Services Agreement ("Agreement") is effective as of the date of execution of the Order Form referencing the terms hereof ("Effective Date") by and between Smarking, Inc. ("Provider") and the party identified as a Customer in the Order Form to which this Agreement is attached ("Customer"). By executing an Order Form that references this Agreement, Customer agrees to be bound by all terms hereof.

#### 1. DEFINITIONS

1.1. "<u>Customer Data</u>" means the electronic data, content, files, or information that is supplied by Customer or third parties acting on Customer's behalf, but excluding any Provider Data.

1.2. "Documentation" means the online user instructions and help files as made available by Provider as part of the user interface for the Provider Application, as updated from time to time.

1.3. "Implementation Services" means fee-based account set-up and configuration, User set-up, data integration, and introductory training on how to use the Provider Applications.

1.4. "Location" means each individual parking facility under management or operation by Customer, identified by a unique location ID or physical address.

1.5. "Order Form" means the ordering documents issued pursuant to this Agreement that are executed by Provider and Customer from time to time.

1.6. "Provider Applications" means the parking management business intelligence analytics and reporting platform and applications made available to Customer hereunder, and any modifications, derivative works, optional modules, custom or standard enhancements, updates and upgrades thereof.

1.7. "Provider Data" means all of Provider's and its licensors' data used by Provider to deliver the Provider Applications to Customer or to generate Analytics as set forth in the applicable Order Form, and Derived Data.

1.8. "Analytics" means the reporting output generated by Users or displayed to Users via the reporting features and functions of the Provider Applications.

- 1.9. "Subscription Term" means the subscription period set forth in the Order Form during which Provider agrees to provide the Provider Applications to Customer.
- 1.10. "Support" means the services described in Section 3.1 of this Agreement.
- 1.11. "Third Party Services" means third party software systems such as, gate systems, metering systems, or payment systems that interoperate with the Provider Application.
- 1.12. "User" means individuals who are authorized to access and use the Provider Applications for Customer's benefit, and who have been supplied user identifications and passwords for the purpose of accessing the Provider Application. Users may include but are not limited to Customer's employees, consultants, contractors, and agents, but do not include consumers or the general public.

#### 2. PURCHASED SERVICES

- <u>Provision of Provider Applications.</u> In accordance with this Agreement and the relevant Order Forms, Provider agrees to make the Provider Application available to Customer for Customer's internal business use during the applicable Subscription Term. Customer's request to expand the scope of use of the Provider Applications (other than the purchase of additional Locations) or the scope of Implementation Services will require that the parties issue a separate Order Form with mutually agreed-upon applicable fees for expanded scope. All Order Forms that are issued between the parties are deemed incorporated into this Agreement. Customer agrees that Customer's purchases under this Agreement and each Order Form are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Provider regarding future functionality or features. Provider may update the functionality and/or user interface of the Provider Applications from time to time in its sole discretion as part of its ongoing mission to improve the Provider Application. Unless otherwise set forth in an Order Form, this Agreement will apply to new purchases or renewals subsequently made by Customer.
- 2.2. <u>Implementation Services</u>. Provider will perform Implementation Services referenced in an applicable Order Form mutually executed by Provider and Customer.

2.3. <u>Customer Cooperation</u>. Customer acknowledges that Provider's ability to timely implement, configure and deliver the Provider Applications and perform Implementation Services is dependent in part upon Customer's ongoing cooperation and assistance. Accordingly, Customer will supply to Provider, on a timely basis, all information, material and assistance reasonably necessary for Provider to provide the Provider Applications and Implementation Services, including but not limited to, (i) the Customer Data, or (ii) current User lists, (iii) business rules or other parameters required for configuration of the Provider Application, (iv) review of sample Analytics or other materials submitted by Provider during initial implementation and configuration, and (v) such additional information, material and assistance as Provider may reasonably request.

#### . TERMS OF USE

- 3.1. Provision of Services. Provider will: (i) provide basic technical support for the Provider Applications during weekdays (excluding national holidays) 9 a.m. to 5 p.m. PST; (ii) make the purchased Provider Applications available seven days a week excluding: (1) planned downtime; and (2) unscheduled downtime caused by: (a) circumstances beyond Provider's or its contractors' reasonable control (including, but not limited to: acts of God, acts of government, flood, fire, earthquake, civil unrest, acts of terror, strike or other labor problem, hosting provider failure or delay, issues related to Third Party Services, or denial of service attacks); (b) circumstances entitling Provider to suspend access to the Provider Applications under Section 3.7 and Section 8.1; and (c) failure to use the Provider Applications in accordance with the Documentation or this Agreement.
- 3.2. <u>Data Safeguards</u>. At all times during a Subscription Term, Provider will implement and maintain, and require that its third party providers implement and maintain appropriate administrative, physical, and technical safeguards for the protection, security, and confidentiality of Customer Data processed via the Provider Applications ("<u>Data Safeguards"</u>). Provider agrees that the Data Safeguards shall not materially diminish during the Subscription Term.
- Customer Data. Customer hereby grants to Provider a limited, non-exclusive. royalty-free, license to access and use the Customer Data to: (i) provide the Provider Applications and perform Implementation Services for Customer during a Subscription Term, including without limitation to prevent or address Support service or technical problems, or as otherwise instructed by Customer to Provider; (ii) improve Provider's offerings, including development, testing and operation by Provider of new or improved data processing algorithms used as part of the Provider Applications, creation of Derived Data (as defined in Section 5.4 below) and other automatic or machine learning, and for other development, diagnostic or corrective purposes in connection with the Provider Applications or performance of Implementation Services. As between Provider and Customer, Customer has sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data supplied to Provider. Customer understands and agrees that the Provider Application relies on Customer Data as supplied by Customer, and Provider is not liable to Customer for any errors, omissions or inaccuracies that are caused by errors, omissions or inaccuracies in the Customer Data provided by Customer.
- 3.4. Provider Data. To the extent that Provider Data is licensed to Customer with the subscription as noted on the Order Form, Provider grants Customer a limited, non-exclusive license to use Provider Data as Provider makes available to Customer through the Provider Application solely as necessary to view Analytics displayed through the Provider Application during the applicable Subscription Term and solely for the Customer internal business purposes.

Customer acknowledges and agrees that: (i) Customer may not directly access Provider's or its data licensors' databases that host or maintain Provider Data or to extract any Provider Data from such databases; (ii) Provider Data may be combined with Customer Data for purposes of creating Analytics and/or displaying results based on the applicable features, functions and/or configurations of the Provider Application; (iii) Provider Data may not be reproduced, distributed, resold, sublicensed to third parties in whole or in part by Customer or Users, provided that the foregoing shall not limit Customer's right to display Provider Data to the extent set forth in the applicable Order Form as agreed to with Provider; (iv) Provider Data may not be used independently of the Provider Applications, and any Analytics that display the Provider Data may only be used for Customer's lawful business purpose; (v) Provider may change data suppliers for any Provider Data in compliance with all applicable federal, state and local laws and regulations applicable to Customer. Additional restrictions regarding the use of Provider Data, if any, will be set forth in the pertinent Order Form in which the Provider Data is ordered.

- Third Party Services. Provider does not warrant or support any Third Party Services or other non-Provider products or services. If Customer authorized a Third Party Service to be integrated with Customer's account within the Provider Application, Customer grants Provider permission to access Customer Data as required to provide the interoperation with that Third Party Service. Provider is not responsible for the processing, storage, disclosure, use, modification or deletion (authorized or otherwise) of Customer Data residing in a Third Party Service. Unless otherwise stipulated in an Order Form, Customer shall be responsible for all costs and expenses charged by the provider of the Third Party Service in connection with facilitating the initial and ongoing interoperability or integration between the Provider Applications and the Third Party System, including the ongoing supply of Customer Data to Provider as contemplated by this Agreement. Further, if Customer provides login credentials, or other such information to Provider in order to enable Provider to establish an integration with Customer's accounts on a Third Party Service, any such login or other information made available to Provider will constitute Customer's Confidential Information hereunder and will be used by Provider solely as necessary to provide the Provider Applications to Customer subject to this Agreement and solely during the Subscription Term. Any data exchange between Customer and the Third Party Service provider is solely between Customer and the applicable third party provider. If the provider of a Third Party Service suspends or ceases to make the Third Party Service available, in whole or in part, Provider may cease providing those Provider Application features to Customer without entitling Customer to any refund, credit, or other compensation from Provider.
- <u>Customer's Responsibilities.</u> Customer is responsible for its and its Users' use of the Provider Application and Provider Data consistent with this Agreement. Customer will not: (i) make the Provider Applications or the Provider Data available to anyone other than Users; (ii) sell, resell, rent, lease or otherwise distribute the Provider Applications or Provider Data; (iii) use the Provider Applications, to send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material or communications, including material that violates applicable law or third party privacy rights; (iv) use the Provider Applications other than in accordance with the Documentation or in a manner that interferes with, unduly burdens, or disrupts the integrity, performance or availability of the Provider Applications or other users' receipt of the Provider Applications; (v) attempt to gain unauthorized access to the Provider Application, the Provider Data, use any component of the Provider Application to establish an integration with a third party service or application other than those described in an Order Form (vi) access or use the Provider Applications or the Provider Data for the purpose of building a similar or competitive product or service, monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes; or (vii) copy, modify, translate, create a derivative work of, reverse engineer, reverse assemble, disassemble, or decompile the Provider Applications or Provider Data, or any part thereof, or otherwise attempt to discover its source code.
- 3.7. Temporary Suspension. Except for suspensions for nonpayment under Section 4.2 below, Provider may immediately suspend Customer's or its Users' access to the Provider Application if either Customer or a User is engaged in, or Provider in good faith suspects is engaged in, any conduct constituting a violation of the terms of this Agreement, applicable law or third party right, including the terms of any agreement between Customer and its data licensors, or the terms of any Third Party Service on which its use of the Provider Application relies. In addition, Provider shall be entitled to remove or suspend the supply of any Provider Data or Customer Data if: (a) Provider Data violates any law, rule, regulation or court order, (b) Provider receives notice or demand from the data licensor responsible for such Provider Data or Customer Data that threatens legal action based on continued retrieval or processing of the same; (c) the Provider Data or Customer Data is delayed, becomes technically unavailable or inaccessible or unusable through no fault

of Provider. Provider will contact Customer prior to or contemporaneously to such suspension. Provider shall use diligent efforts to limit suspension only to affected Users or portions of the Provider Applications, Customer Data or Provider Data, as applicable, and to promptly restore access to the same as soon as the issue giving rise to such suspension has been resolved.

#### FEES AND PAYMENT TERMS

- 4.1. Fees. Customer will pay all undisputed fees specified in all Order Forms hereunder. Except as otherwise expressly specified in this Agreement or in an Order Form, (i) fees are quoted and payable in United States dollars, (ii) fees are based on Locations purchased, (iii) payment obligations are non-cancelable and fees paid are non-refundable. All amounts payable under this Agreement will be made without setoff or counterclaim, and without any deduction or withholding.
- 4.2. <u>Suspension of Service for Nonpayment.</u> If any amounts owed under this Agreement are overdue from the due date, Provider may, without limiting Provider's other rights and remedies, suspend Customer's and its Users' access to the Provider Applications or use of any Provider Application until such amounts are paid in full, but provided that (i) Provider has first given Customer prior notice that its account is overdue, and (ii) Customer fails to initiate payment within ten (10) business days from the date of Provider's notice of overdue payments.
- 4.3. Payment Disputes. Provider agrees that it will not exercise its rights under Section 4.2 (Suspension of Service for Nonpayment) if the applicable charges are under reasonable and good-faith dispute and Customer is cooperating diligently to resolve the dispute. Without prejudice to Smarking's other rights and remedies, undisputed invoiced amounts not received by Provider by the due date may accrue late interest at rate of 1.5 % of the outstanding balance per month (or the maximum rate allowed by applicable law, if less).
- 4.4. <u>Taxes</u>. Customer is solely responsible for the payment of all taxes, assessments, tariffs, duties or other fees imposed, assessed or collected by or under the authority of any governmental body (collectively, "<u>Taxes</u>") arising from Provider's provision of the Provider Applications and/or Services hereunder, except any taxes assessed upon Provider's net income. If Provider is required to directly pay Taxes related to Customer's use of the Provider Applications or receipt of any Services hereunder, Customer agrees to promptly reimburse Provider for any amounts paid by Provider.

#### 5. PROPRIETARY RIGHTS

- 5.1. <u>Customer Ownership.</u> As between Provider and Customer, Customer exclusively owns all right, title and interest in and to all Customer Data, and subject to the rights expressly granted hereunder, Customer and its suppliers and licensors retain all right, title and interest in and to the Customer Data and Customer's other Confidential Information, including all related intellectual property rights. No rights are granted to Provider hereunder other than as expressly set forth in this Agreement.
- 5.2. Provider Ownership. As between Provider and Customer, Provider and its suppliers (including Provider's data licensors) and licensors exclusively own all right, title and interest in and to the Provider Applications, Provider Data, Product Usage Information, Derived Data, and Provider's other Confidential Information, including all related intellectual property rights. No rights are granted to Customer hereunder other than as expressly set forth in this Agreement. Neither Customer nor any Users will delete or in any manner alter the copyright, trademark, and other proprietary notices of Provider, if any, appearing on any Provider Application or Documentation.
- 5.3. <u>Suggestions.</u> Customer may, from time to time and in its sole discretion, provide suggestions, enhancement requests, recommendations or other feedback relating to the Provider Applications ("<u>Product Feedback</u>"). Provider shall have a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use or incorporate into the Provider Applications any Product Feedback. Customer acknowledges and agrees that any Provider Application incorporating such Product Feedback shall be the sole and exclusive property of Provider and all such Product Feedback shall be free from any confidentiality restrictions that might otherwise be imposed upon Provider pursuant to Section 6 below. Product Feedback used by Provider will never identify Customer or Users, or contain Customer Data.
- 5.4. Product Usage Information and Derived Data. Provider monitors all use of the Provider Application for security and operational purposes ("Product Usage Information"), and may aggregate and/or analyze Customer Data alone or in combination with Provider Data or data from other sources via the application of advanced manipulations and analytics developed or licensed by Provider or combinations thereof, that result in the derivation of new and/or enhanced data pertaining to the parking industry ("Derived Data"). Derived Data shall not be a mere copy of the Customer Data, but portions of Customer Data may be

incorporated therein, and to such extent are licensed to Provider on a perpetual, royalty-free, and worldwide basis solely for use together with and as part of the Derived Data and not for standalone use. Derived Data and Product Usage Data are owned by Provider and may be used by Provider for Provider's legitimate business purposes without royalty or other compensation to Customer. Product Usage Information may, include but is not limited to, compiling statistical and performance information related to the provision and operation of the Provider Applications, service levels, usage levels, peak usage, feature usage and other similar technical monitoring. Customer agrees that Provider may make Product Usage Information and Derived Data publicly available and/or incorporate it into other Provider offerings, provided that such information does not identify any Users or constitute a mere copy of the Customer Data.

#### 6. CONFIDENTIALITY

- 6.1. Definitions. "Confidential Information" means all confidential or proprietary information of a party ("Disclosing Party") disclosed to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including the terms and conditions of this Agreement, each Order Form, and any discussions between the parties regarding an existing or prospective purchase of the Services. Confidential Information of Provider shall specifically include, but is not limited to, Provider's pricing and/or discounting, non-public business information of Provider and its employees, providers or suppliers, the Provider Applications, Provider Data, Documentation, Provider's roadmap, Provider's marketing plans, or Provider's client lists, Provider's non-public financial or business information. Customer's Confidential Information includes, but is not limited to, Customer Data, User lists, Customer's marketing or sales plans, and Customer's non-public financial or business information.
- 6.2. Treatment of Confidential Information. The Receiving Party shall not use or disclose any Confidential Information of the Disclosing Party for any purpose other than to perform an obligation or exercise a right as expressly permitted or required by this Agreement, except with the Disclosing Party's permission. The Receiving Party shall only disclose the Confidential Information of the Disclosing Party to its employees, contractors, service providers, and professional advisors, who have a need to know such Confidential Information and who are bound by an obligation of confidence no less restrictive than those set forth herein ("Representatives"), and provided further that the Receiving Party shall remain liable for the acts or omissions of such Representatives to the same extent assumed for itself hereunder.
- 6.3. Permitted Disclosure. The obligation of nondisclosure set forth herein shall not apply to any Confidential Information that: (i) is or becomes publicly available without a breach of any obligation owed by the Receiving Party to the Disclosing Party; (ii) is already known to the Receiving Party at the time of its disclosure by the Disclosing Party, without a breach of any obligation owed to the Disclosing Party; (iii) following its disclosure to the Receiving Party, is received by the Receiving Party from a third party without breach of any obligation owed to the Disclosing Party; or (iv) is authorized for disclosure by the Disclosing Party or the legal owner of such information, if the Disclosing Party is not the legal owner of such; (v) independently developed by the Receiving Party without reference to or use of the Disclosing Party's Confidential Information; or (vi) the Receiving Party is required to disclose by any applicable law, by any rule or regulation of any court or government agency of competent jurisdiction, or pursuant to legal process; provided that the Receiving Party provides the Disclosing Party with prompt written notice of the requirement to disclose, reasonable assistance in the opposing or limiting of such disclosure and limits such disclosure to that strictly required by such court, government agency or legal process.
- Notification of Unauthorized Disclosure. The Receiving Party shall promptly inform the Disclosing Party of any verified unauthorized disclosure of the Disclosing Party's Confidential Information, including any verified breach of security of the Provider Applications resulting in the unauthorized disclosure of Confidential Information, Customer Data, or Provider Data. The parties shall cooperate diligently to implement prompt measures to mitigate further unauthorized disclosures. Provider may, without requiring Customer's consent, communicate with law enforcement personnel, service providers. insurance providers, and other relevant personnel required to immediately take action to resolve or address such incident, but shall not issue communications to Users or customers of Customer without prior notification to and approval of Customer. Customer shall not make any public statement or issue any public communication regarding any incident described in this Section, without Provider's prior written consent, except as strictly required by law. In addition to the foregoing, upon the occurrence of a verified breach of security of the Provider Applications, or upon written notice from Customer, Provider shall either suspend or cease further processing of Customer Data and/or take immediate steps to remediate its breach of security and/or any unauthorized processing of Customer Data.

6.5. <u>Injunctive Relief.</u> The Parties agree that any unauthorized disclosure of Confidential Information may cause immediate and irreparable injury to the Disclosing Party and that, in the event of such breach, the Receiving Party will be entitled to immediate injunctive and other equitable relief, without bond and without the necessity of showing actual monetary damages.

#### 7. WARRANTIES; DISCLAIMERS

- Warranties. Each party warrants that it has the power to enter into this Agreement and that doing so will not violate any other agreement to which the contracting party is bound. Provider warrants to Customer that during the Subscription Term, the Provider Applications will perform in all material respects the features and functions described in the accompanying Documentation. Customer's sole and exclusive remedy for Provider's breach of this warranty shall be that Provider shall be required to use commercially reasonable efforts to modify the Provider Applications to achieve in all material respects the functionality described in the Documentation. Provider shall have no obligation with respect to a warranty claim unless notified of such claim in writing within thirty (30) days of the first instance of any material functionality problem. The warranties set forth in this Section 7.1 are made to and for the benefit of Customer only. Such warranties shall only apply if the applicable Provider Applications were utilized in accordance with the Documentation, this Agreement and applicable law. In addition, Provider warrants that Provider's personnel will act and perform its duties, including Implementation Services and technical support, in a professional and workmanlike manner in conformance with generally accepted industry standards and applicable law.
- C.2. General Disclaimers. EXCEPT FOR EXPRESS WARRANTIES MADE BY PROVIDER OR CUSTOMER TO THE OTHER UNDER THIS AGREEMENT, TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, NEITHER PARTY (NOR THEIR RESPECTIVE DATA SUPPLIERS) MAKES ANY OTHER WARRANTIES TO THE OTHER, IMPLIED OR STATUTORY, EACH PARTY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, GOOD TITLE, SATISFACTORY QUALITY AND NONINFRINGEMENT.
- 7.3. Provider-Specific Disclaimers. Except as expressly warranted in Section 7.1 above, Provider does not warrant that the Provider Application, Provider Data (i) meets or will meet Customer's or its Users' specific needs, (ii) are errorfree, or (iii) are not susceptible to intrusion, attack or computer virus infection. The Provider Data is provided to Customer strictly on an "as is" basis without warranty of any kind and Provider and its data licensors disclaim all warranties, express or implied, including any warranties of accuracy, completeness, correctness, merchantability or fitness for a particular purpose related to the Provider Data. Customer acknowledges that neither Provider nor its data licensors will be liable to Customer for any loss, damage or injury arising out of or caused in whole or in part by business decisions made Customer on the basis of Provider Data. In addition, Provider assumes no obligation or liability whatsoever with respect to Customer Data that is lost, modified, erased or corrupted as a result of actions initiated by Users in their use of the Provider Applications or Third Party Service.

#### 8. INDEMNIFICATION

- 1. Indemnification by Provider. Provider, at its expense, will defend and pay any awarded damages, settlement amounts, and litigation costs and expenses (including reasonable attorneys' fees) arising out of any third party claim, suit or proceeding alleging that the Provider Application, Implementation Services, or Provider Data supplied by Provider violates the rights of privacy or publicity of such third party under applicable law, or infringes such third party's copyright, United States patent or trademark rights. The foregoing obligation will not apply with respect to any claim if such claim is caused by: (i) Customer's misuse of the Provider Application or Provider Data, Customer's supply of infringing or unauthorized Customer Data, (ii) any modification or alteration or integration of the Provider Application (other than by Provider), (iii) Customer's breach of this Agreement not caused by Provider, Customer's independent violation of applicable law or the rights of third parties. If any claim of infringement which Provider is obligated to defend has occurred, or in Provider's determination is likely to occur, Provider may, in its sole discretion terminate the Agreement and refund to Customer fees paid to Provider for the infringing items in an amount prorated to reflect the period of time from the date Customer was unable to use the infringing items due to such claim.
- 3.2. Indemnification by Customer. Customer, at Customer's expense, will defend and pay any awarded damages, settlement amounts, and litigation costs and expenses (including reasonable attorneys' fees) arising out of any third party claim, suit or proceeding: (i) alleging that Customer Data or Confidential Information used or supplied by Customer violates applicable law or the rights of or publicity of a third party; (ii) resulting from Customer's misuse of

Provider Data, Third Party Services, or the Provider Applications. The foregoing obligation will not apply with respect to any claim if such claim is caused by: (a) Provider's unauthorized use or disclosure of Customer Data or Confidential Information, (b) any claim giving rise to Provider's indemnification obligation under Section 8.1 above, or (c) Provider's breach of this Agreement not caused by Customer or Provider's independent violation of applicable law or the rights of third parties.

8.3. Conditions. The parties' obligations under this Section are contingent upon the indemnified party (i) giving prompt written notice to the indemnifying party of any claim under this Section, (ii) giving the indemnifying party sole control of the defense or settlement of the claim, and (iii) cooperating in the investigation and defense of such claim(s). The indemnifying party shall not, without the prior express written consent of the indemnified party, not to be unreasonably conditioned, delayed or withheld, settle or consent to an adverse judgment in any such claim that entails either public disclosure of the terms of a settlement or an admission of fault of the indemnified party, requires that the indemnified party pay damages or monies for which the indemnifying party is not responsible, or that imposes additional obligations on the indemnified party. The rights and remedies set forth in this Section are the sole obligations of the indemnifying party and exclusive remedies available to the indemnified party in the event of an applicable third party claim.

#### 9. LIMITATION OF LIABILITY

- 9.1. <u>Limitation of Liability</u>. Except in connection with either party's indemnification obligations pursuant to Section 8 above, in no event will either party be liable to the other for damages arising out of or related to this Agreement in amounts which, in the aggregate, exceed the total amounts paid or payable by Customer in the twelve (12) months preceding the date of the claim. The limits on damages in this Section apply regardless of the theory of liability asserted, be it in contract, tort or under any other theory of liability. The parties acknowledge that the limitations set forth in this Section are integral to the amount of fees charged by Provider, and were Provider to assume any further liability, such fees would of necessity be set substantially higher.
- 9.2. Exclusion of Other Damages. In no event will either party be liable to the other for damages other than direct damages, including, without limitation: any indirect, special, incidental, consequential, exemplary or punitive damages, whether in tort, contract, or otherwise; or any damages arising out of or in connection with any malfunctions, regulatory non-compliance, delays, loss of data, lost profits, lost savings, interruption of service, loss of business or anticipatory profits, whether or not the party has been advised of the possibility of such damages ("Indirect Damages"). For clarity, the exclusion of Indirect Damages shall not apply with respect to awarded damages or settlement amounts which the indemnifying party is obligated to pay to the prevailing third party claimant in connection with a claim for which an indemnity is owed pursuant to Section 8 above.

#### 10. TERM AND TERMINATION

- 10.1. Term. This Agreement is effective on the Effective Data and shall continue in full force and effect until terminated in accordance with the provisions herein. Except as otherwise specified in an Order Form, each Subscription Term will automatically renew for successive one (1) year periods unless either party gives the other party written notice of non-renewal at least forty-five (45) days prior to the end of the then current Subscription Term.
- 10.2. Termination for Cause. This Agreement and an Order Form may be terminated by either party for cause as follows: (i) upon thirty (30) days written notice if the other party breaches or defaults under any material provision of this Agreement or Order Form, as applicable, and does not cure such breach prior to the end of such thirty (30) day period, (ii) effective immediately if the other party is declared insolvent, ceases to do business, or otherwise terminates its business operations, except as a result of an assignment permitted hereunder.
- 10.3. Expiration and Effect of Termination. In the event of termination of an Order Form or this Agreement, upon Customer's written request, Provider shall continue to make available the Customer Data in the current format in which it is stored in the Provider Application for thirty (30) days following termination, during which Customer shall be solely responsible for retrieving the Customer Data. After such thirty (30) day period, Provider shall have no obligation to maintain or provide any Customer Data, and may thereafter unless legally prohibited, delete all Customer Data in its systems or otherwise in its possession or under its control in accordance with its data policies and procedures. Customer's right to use Analytics that are exported by Customer out of the Provider Application during the Subscription Term, shall survive termination or expiration of this Agreement indefinitely. Except for the foregoing, all other rights and licenses granted by one party to the other under

this Agreement shall immediately terminate, including but not limited to, Customer's ongoing right to access or use the Provider Applications, Documentation, Provider Data, or associated materials. In the event of termination of Implementation Services due to termination of the Agreement or the Order Form (other than termination as a result of Provider's breach), Customer agrees to pay Provider all fees due, and unreimbursed out-of-pocket expenses incurred by Provider for the ordered Implementation Services up to the date of termination or expiration of such Implementation Services.

10.4. <u>Survival</u>. Except to the extent expressly provided to the contrary herein, Sections 5, 6, 7.2, 7.3, 9, 10 and 11 shall survive the termination of this Agreement.

#### 11. GENERAL

- 11.1. <u>Relationship.</u> The relationship between the parties created by this Agreement is non-exclusive and that of independent contractors. Neither party will be deemed to be or hold itself out as a partner, joint venture or agent of the other party.
- 11.2. Entire Understanding. This Agreement (including any exhibits, ordering documents or URLs incorporated by reference herein) states the entire understanding between the parties with respect to its subject matter, and supersedes all prior proposals, marketing materials, negotiations and other written or oral communications between the parties with respect to the subject matter of this Agreement. To the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any exhibit or addendum hereto or any Order Form, the terms of such exhibit, addendum or Order Form shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in Customer's purchase order or in any other order acknowledgement or similar documentation (excluding Order Forms) are or will be deemed incorporated into or form any part of this Agreement, and all such terms or conditions are null and void.
- 11.3. Modification and Waiver. Except as expressly set forth in this Agreement, no modification of this Agreement, and no waiver of any breach of this Agreement, is legally binding against the other party unless in writing and signed by both parties. A determination that any provision of this Agreement is invalid will not affect the other provisions of this Agreement.
- 11.4. Governing Law and Venue. This Agreement is governed by and construed under the laws of the State of California excluding its conflict of law rules. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement. The state and federal courts located in San Francisco, California, will have exclusive jurisdiction to adjudicate any dispute relating to this Agreement.
- 11.5. <u>Assignment.</u> Either party may assign this Agreement in its entirety (including all Order Forms), without consent of the other party but on written notice to the other party, to its affiliate, parent entity, or subsidiary, or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns. There are no third party beneficiaries to this Agreement.
- 11.6. Notices. Except for email notifications sent by Provider to issue or terminate User login credentials, provide account or service notices or updates, issue invoices or statements, accept payments, or otherwise communicate with Customer regarding the Provider Application, all other legal notices required to be sent hereunder must be in writing and will be deemed to have been given upon (i) the date sent by confirmed facsimile, (ii) on the date it was delivered by courier, or (iii) if by certified mail return receipt requested, on the date received, to the addresses set forth above and to the attention of the parties accepting this Agreement and the relevant Order Form, with a copy to its General Counsel, or to such other address or individual as the parties may specify from time to time by written notice to the other party. All communications and notices pursuant to this Agreement shall be in the English language.
- 11.7. Force Majeure. Except for performance of a payment obligation, neither party shall be liable under this Agreement for delays, failures to perform, damages, losses or destruction, or malfunction of any equipment, or any consequence thereof, caused or occasioned by, or due to fire, earthquake, flood, water, the elements, labor disputes or shortages, utility curtailments, power failures, explosions, civil disturbances, governmental actions, shortages of equipment or supplies, unavailability of transportation, acts or omissions of third parties, or any other cause beyond its reasonable control. If the force majeure

- continues for more than thirty (30) calendar days, then either party may terminate the Agreement for convenience upon written notice to the other party.
- Severability. If any provision of this Agreement is declared invalid or unenforceable by a court or administrative agency of competent jurisdiction, the remaining provisions hereof shall remain in full force and effect and this Agreement shall be construed and performed as if it did not contain the invalid or unenforceable provision.

#### **Project Summary**

With this service, Smarking proposes to collect, analyze, and report on operational parking data for SP+ / City of Birmingham's parking assets. The goal of the project is to enhance SP+ / City of Birmingham's business and civic intelligence around its parking assets in order to increase operational knowledge, efficiency, and revenues. The project will be delivered via Smarking's Internet based platform which consolidates data across SP+ / City of Birmingham's parking revenue control systems in order to provide an integrated, holistic, 360-degree view of all SP+ / City of Birmingham parking data.

### Smarking Management Platform (Web-Based)

The Smarking Management Platform will provide SP+ / City of Birmingham and its affiliates with real time and predictive parking data for 5 off-street parking facilities and 1,262 CivicSmart paid on-street parking spaces by integrating and normalizing the data generated from the onsite parking access and revenue control equipment (PARCS), pay stations, and other relevant parking data sources. The system will provide real time monitoring for each parking facility under analysis, projection of future demand, and analytics of the operations in varied time frames.

The management system will be hosted on Smarking's servers and can be accessed by logging onto the Smarking web portal using any device with Internet access.

# The Smarking Platform's 8-Major Features:

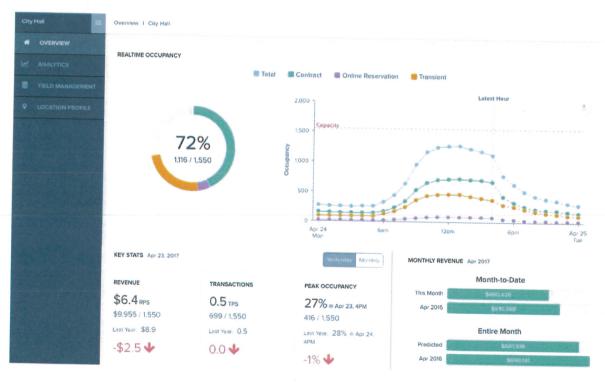
- 1. Real time monitoring: Real time parking occupancy in each parking facility will be displayed in the dashboard of the management system and will be updated in real time.
- 2. Oversell Analysis: Analyze the unique parking behavior associated with individual tenants/parking groups in an effort to make targeted oversell decisions based on each group's distinct usage patterns.
- Online Rate Survey: Enables users to quickly ascertain how competitor locations are pricing parking on various online sales portals and set up email alerts around competitor price changes.
- 4. <u>Daily email digest and alerts</u>: Users can sign up to receive daily and weekly email digests customized to highlight the metrics most relevant to their business and locations. Alerts and anomaly detection functionality can be configured to alert users via email or text based on specified occupancy levels.
- 5. <u>Future projection</u>: The system will analyze historical and real-time data to make predictions about future occupancy and revenue for up to 30 days in advance.
- 6. <u>Analytics</u>: The Smarking analysis platform can be customized in a number of different ways and includes a host of functionality included but not limited to:
  - a. Historical occupancy analysis
    - i. occupancy over time
    - ii. average occupancy
    - iii. year over year analysis
  - b. Revenue analysis
    - i. by day, week, month or year
    - ii. year over year analysis
    - validation and discount analysis (early bird, evening special, etc.)
    - iv. transaction and price / ticket analysis

- c. Duration analysis
  - i. duration by any parker segmentation (transient vs contract vs aggregator)
  - ii. duration analysis by day of week
  - iii. duration analysis by time of entry
  - iv. year over year analysis
- d. All of the above functionality can be customized through any parker segmentation (tenant, validation type, payment method etc.) that is available in the underlying database.
- 7. <u>Management and settings</u>: Administrators can add, delete, and edit users for accessibility to the management system as well as their roles, privileges and access permissions to each page of the system.
- 8. The Smarking API: Technical administrators and affiliates of SP+ / City of Birmingham can access the underlying API associated with the Smarking Management Platform to stream relevant parking information from Smarking onto third party applications.

# Smarking User Interface – Screenshot Examples

# Dashboard

Displays current occupancy information in each parking facility, real time revenue information and historical occupancy information for the past 24 hours.



# **Historical Occupancy Report**

Displays the historical occupancy in aggregate or by location.



# **Average Weekly Occupancy**

Displays occupancy, entries and exits over time for set days of the week.



#### **Duration Report**

Displays average parking duration for cars entered at specific time.



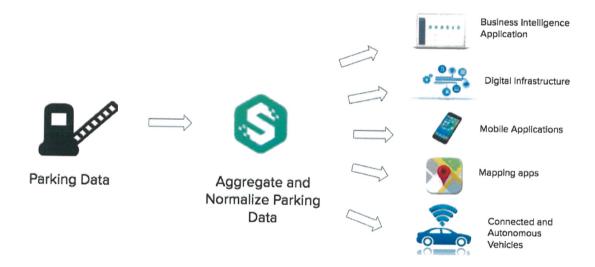
Dynamic Map (pricing not included in this initial proposal. SP+ / City of Birmingham can add later)

Visually displays parking occupancies and durations on a dynamic interface for both on and off-street parking, allowing either internal SP+ / City of Birmingham users, or external customers to view occupancy statistics in real time.

Map can be accessed through the Smarking web-based product or deployed on an external website via a widget which can be inserted in an iframe.



The Smarking API
Communicate relevant parking dynamics to external applications – websites, mobile apps, etc.



#### **Fee Structure**

Product Description – Smarking Baseline Solution	Standard Annual Fee	Proposed Fee
Integrated Parking Management Platform	\$43,927	\$39,534
Year 1 Total	\$43,927	\$39,534
Time Based Discount Savings	10%	(\$4,393)

Offer valid through July 16, 2018.

Terms: Payment due net 30 upon contract signature

One-Time Set-up Fee	Standard Fee	Proposed Fee
Smarking Configuration, Setup, Data-integration/import, and Training	\$8,785	\$7,906
Total	\$8,785	\$7,906
Discount Savings	10%	(\$879)



# **MEMORANDUM**

### Office of the City Manager

DATE: October 3, 2018

TO: Advisory Parking Committee

FROM: Tiffany J. Gunter, Assistant City Manager

**SUBJECT:** Parking Garage – Sweeper Replacement

In an effort to maintain a pleasant environment and cleanliness of each of our parking garages, staff recommends the replacement of the existing sweeper that currently requires significant maintenance after each use and at times is inoperable.

The amount required for the purchase has been included in the current fiscal year budget. Two quotes have been obtained, which are described in the table below:

Vendor Name	Purchase Price	General	Labor Warranty	Component Part
		Warranty		Warranty
Nilfisk, Inc	\$43,911.71	4 Years	180 Days	8 Years
Tennant	\$37,843.00	4 Years	180 Days	10 Years (500 Hours)

Staff recommends that the APC select the Tennant quote, which is \$6,000 less than the Nilfisk, Inc. quote due to a partnership agreement between Tennant and SP+.

#### SUGGESTED RECOMMENDATION:

To recommend the purchase of the Tennant Sweeper in the amount of \$37,843.00. Funds are available in account #585-538.001-971.0100.

SP PLUS CORP 180 CHESTER ST BIRMINGHAM, Michigan, 48009 Sarah Burton

Bruce Jones Tennant Sales and Service Company 701 North Lilac Drive Minneapolis, MN 55440-1452 800-553-8033

#### **BUILT-IN "TENNANT VALUE" INCLUD**

50 hp (37 kW) 2.0 L @ 2300 RPMs Gas/LP Engine EPA Tier 3 24.8 hp (19 kW) 1.5 L Kubota Diesel EPA Tier 4i Engine @2300 RPMs Catalytic muffler (G/LPG only)

#### Rugged construction:

- Steel T-beam frame and channel wrap around bumper
- Triple accessory pumps
- Oversized, industrial hydraulics and oil cooler
  - 21 in (535 mm) Soft ride solid front tires
  - -18 in (460 mm) Pneumatic rear tire on 3 wheel models
  - 15.5 in (395 mm) foam-filled rear tires on 4 wheel model
  - Head and Tail Lights

# High-Capacity, Duramer™ Multi-Level Dump Hopper

- 14 ft3 (396 L) or 1080 lbs (490 kg) Usable Capacity
- 60-inch (152 cm) Variable Dump Height
- Thermo-Sentry™ Hopper Fire Sensor
- Locking Hopper Safety Arm

# ErgoSpace™ Operator Compartment:

- Tilt Steering Wheel w/ Horn
- Adjustable Propel Pedal

# XP and X4 Models include:

- 1-STEP™ Button Memory Controls (Sweeping)
- Built-In Maintenance Diagnostics w/ Service Reminder
- Deluxe Suspension Seat w/ retractable belt

#### Operator and Parts Manual

Underwriters Laboratory (UL®) Certification, G, LP, D

TENNANT COMPANY WARRANTY
4 YEARS OR 2800 HOURS - PARTS
6 MONTHS - LABOR
6 MONTHS - TRAVEL
10 YEARS OR 5000 HOURS ON DURAMERTM
CUSTOM Solution options will add at least one-week to st





Quote Date:

5/10/2018

ES:

SweepMax® Plus 3 stage air filtration and dust control

Stage 1: Perma-filter™

Stage 2: SweepMax Plus Cyclonic pre-filter

Stage 3: Nanofiber, surface loading cannister filter (no tool change)

- 80 ft2 (7.4 m2) Pleated Media

- Nanofiber filtration of (up to) .5 micron particles @ 99% efficiency

II-Speed™ sweeping system

62.5 in (1590 mm) Sweeping path w/ single side broom

No tool brush change

Wet sweeping by-pass

Damage-resistant, spring loaded recirculation flap

S30 Touch-N-Go™ Operation Panel:

LCD Screen Display

Hour meter

Fuel Level Indicator

Water & Hydraulic Temperature Indicators

Clogged Filter Indicator

**Battery Indicator** 

Low Oil Pressure/High Coolant Temp Shutdown (G/LPG only)

Glow plug indicator (Diesel)

Check engine indicator (G/LPG)

Hopper door open & closed indicator

Standard main brush (Select One)

Retractable standard side brush (Select One)

TANKS tandard lead times.

Fax (quote only)
Mail (quote,lit, specs
Fax + Mail

Primary Use
Inside
Outside



#### Description

Stock Configurations (Note 1)

### **Base Configuration**

#### **Cleaning Type**

S30 Gasoline (Petrol)

Trim Level (Note 3)

#### **UL Rating**

UL® Type G,LP or D

#### **Packages**

Steel Hopper, Rear Tower Bumpers & Solid Front/Rear tires

Left hand side brush & Rear Tower Bumpers

Safety Light Package: Indoor

Flashing light and A/V back-up alarm

Strobe light, A/V back-up alarm, turn signal/brake light.

Dry Dust Control (RH), HEPA Filter System

Dry Dust Control (Dual), HEPA Filter System

Cab, AC/Heater/Pressurizer, HEPA Cab Filter

### **Cleaning Performance**

#### **Machine Protection & Safety**

Cab Assembly

Deluxe Seat (Upgrade for S30 Base Model)

Tires, 3 Wheel Versions: S30 & S30XP

Rear Tire, Solid Non Marking (in lieu of standard) (Note 9)

Rear Tire, Foam Filled (in lieu of standard)

#### **Brushes**

#### Main Brush

Polypropylene & Wire Brush

Side Sweep Brushes (Standard with Side Brush Assembly - Pick One)

Polypropylene

#### Support (Note 10)

Operator Manual G/LP (English)

Parts Manual G/LP

Operator DVD (English, Spanish, French) Verify Languages

Machine Communication (Note IRIS)

### Packaging (Note 12)

Pad Wrap

#### **Custom Solutions**

#### AFTERMARKET ITEMS (ordered separately):

### **Brushes (Replacements)**

Main Brush

Side Sweep Brushes (Standard with Side Brush Assembly - Pick One)

PrePaid Service

#### **Program**

Gold

Silver

#### **Optional Accessories**

\*Optional Vac. Wand #325685 add \$972

\*Operator must get off machine to use vac wand. Designed for small debris/dust.

#### **Discounts**

Reference #	Price Each	Qty		Exte	nded Price	
S30-G	\$39,320.00		1	\$	39,320.00	
	N/C		1		N/C	
	Price					
9003863	\$620.00		1	\$	620.00	
Reference Number Reference Number		•				
	Φ547.00					
9003633	\$517.00		1	\$	517.00	
325453	\$267.00		1	\$	267.00	
Reference Number	-					
54925	N/C		1		N/C	
1027380	N/C		1		N/C	
Reference Number 9004080	Price N/C		1		N/C	
9004085	N/C		1	-	N/C	
9008178	N/C		1		N/C	
	N/C		1		N/C	
Reference Number	Price					
Hour/Month	Monthly		0	l e		"Financing rates do n
			0	\$	-	
Optional	add if desired		1			
NOTE	*see note		1			
Custom			0	\$	-	
Machine Subtotal	\$ 40,724.00					
Discount %			0	\$		

ot include Pre-Paid Service"

Select Tennant Program
Prepaid and Add
Subject to all applicable taxes

Quote Special Instructions:

#### **Terms and Conditions**

Ask your local sales rep for estimated lead times. Verify when placing order

All orders subject to acceptance by Tennant Sales and Service Company, Minneapolis, Minnesota Prices subject to change without notice.

Terms: Net 30 days. Subject to any applicable taxes.

Freight: Machines and accessory orders delivered FOB shipping point Frt PPD & Add

Parts, supplies, detergents and floor treating material orders delivered FOB

shipping point Frt PPD

Tennant handles all loss and damage claims on behalf of customers.

All orders are subject to Tennant's General Terms and Conditions available at http://www.tennantco Printed General Terms and Conditions are also available upon request.

Order Placement Information: To place your order, call or fax to the numbers listed below. Customer If information is missing, orders will be entered and help

	Customer Number
	0004658031
	Who Owns the Machine? (Sold-To Info) (Please Verify)
Company	SP PLUS CORP
Address	180 CHESTER ST
	BIRMINGHAM, Michigan, 48009
Name	Sarah Burton
Phone	248-540-9690
	Where is the Machine Being Shipped? (Ship-To Info) (Please Verify)
Company	SP PLUS CORP
Address	180 CHESTER ST
	BIRMINGHAM, Michigan, 48009
Name	Sarah Burton
Phone	248-540-9690

Shipping / Carrier Instructions:

0

Discount \$			1 6	
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Discount Total	\$ (4,072.00		ĮΨ	- 10
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Freight	\$ 1,191.00	1	\$	1,191.00 FRT
Tax		0	\$	
MACHINE TOTAL*			\$	37,843.00
com/terms.				
	Quote Date :			5/10/2018
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This goes to "My Documents"

	Customer Purchase Order No. (please attach copy)	
	Tax Exempt	
	If Yes, attach a copy of your exemption certificate.	
	Requested Delivery Date	
0	0 Authorized Buyer (please print)	
0	Authorized Buyer Signature	
	Bruce Jones	
	Tennant Representative	

Specialized Maintenance E

TENNANT · 701 NORTH LILAC DRIVE · P.O. BOX 1452 · N PHONE:800-553-8033 · FAX:763-513-2

Yes No
0 Phone Number

# :quipment

/INNEAPOLIS, MN 55440-1452 ·

:116



# **MEMORANDUM**

### Office of the City Manager

DATE: October 3, 2018

TO: Advisory Parking Committee

FROM: Tiffany J. Gunter, Assistant City Manager

SUBJECT: Parking Garage —Handicap Parking Spaces Survey

SP+ was asked to observe utilization of parking spaces for people with disabilities. The observation period was from September 10 through September 14, 2018. The results are attached to this memo.

We observed that in both the Peabody and Park Street garages that the percentage of occupied handicap spaces throughout the peak periods of the day were above 86% at all times and often at 100%. Staff recommends that the committee consider adding an additional 2 spaces at Peabody and an additional 4 spaces at Park street garage based on our findings.

# **Suggested Recommendation:**

To recommend an additional 2 handicapped parking spaces be added in the Peabody garage and an additional 4 handicapped parking spaces be added to the Park Street garage.

# **N.O.W.** Handicap Count

Completed by:



# **21 Spaces Total**

**September 10, 2018** 

	<b>10</b> a	11a	12p	1p	<b>2</b> p
Handicap Occupied	9	10	13	7	10
Percentage Occupied	43%	48%	62%	33%	48%

**September 11, 2018** 

	<b>10</b> a	<b>11</b> a	12p	1p	2p
Handicap Occupied	11	11	10	10	8
Percentage Occupied	52%	52%	48%	48%	38%

**September 12, 2018** 

	<b>10</b> a	11a	12p	1p	<b>2</b> p
Handicap Occupied	5	9	10	12	14
Percentage Occupied	24%	43%	48%	57%	67%

**September 13, 2018** 

	<b>10</b> a	<b>11</b> a	12p	<b>1</b> p	2p
Handicap Occupied	9	9	11	12	11
Percentage Occupied	43%	43%	52%	57%	52%

**September 14, 2018** 

	<b>10</b> a	<b>11</b> a	12p	1p	2p
Handicap Occupied	7	9	9	14	13
Percentage Occupied	33%	43%	43%	67%	62%



### **MEMORANDUM**

### Office of the City Manager

DATE: October 3, 2018

TO: Advisory Parking Committee

FROM: Tiffany J. Gunter, Assistant City Manager

SUBJECT: Lot 12 Parking Count Survey – Southeast corner of Woodward and

Maple

SP+ was asked to observe utilization of parking spaces in the newly constructed Lot 12. The observation period was from September 13 through September 28, 2018. The results are attached to this memo.

While we know that we are completed sold on the allotted number of passes (150), we are not seeing more than 10 cars parking in the lot daily. These passes are sold quarterly. Staff recommends that we increase the number of permits to be sold on Lot 12 by another 50 for the upcoming quarter. We will continue to observe utilization patterns to ensure that the lot is available for all individuals who purchased a pass and will do quarterly surveys to adjust to number of available passes.

### **Suggested Recommendation:**

To recommend authorization of an additional 50 parking permits for Lot 12.

## **N.O.W.** Handicap Count

Completed by:



### **21 Spaces Total**

**September 10, 2018** 

	<b>10</b> a	11a	12p	1p	<b>2</b> p
Handicap Occupied	9	10	13	7	10
Percentage Occupied	43%	48%	62%	33%	48%

**September 11, 2018** 

	<b>10</b> a	<b>11</b> a	12p	1p	2p
Handicap Occupied	11	11	10	10	8
Percentage Occupied	52%	52%	48%	48%	38%

**September 12, 2018** 

	<b>10</b> a	11a	12p	1p	<b>2</b> p
Handicap Occupied	5	9	10	12	14
Percentage Occupied	24%	43%	48%	57%	67%

**September 13, 2018** 

	<b>10</b> a	<b>11</b> a	12p	<b>1</b> p	2p
Handicap Occupied	9	9	11	12	11
Percentage Occupied	43%	43%	52%	57%	52%

	<b>10</b> a	<b>11</b> a	<b>12</b> p	<b>1</b> p	2p
Handicap Occupied	7	9	9	14	13
Percentage Occupied	33%	43%	43%	67%	62%

## **Chester Handicap Count**

Completed by:



## **26 Spaces Total**

## **September 10, 2018**

	<b>10</b> a	11a	12p	1p	2p
Handicap Occupied	9	19	21	23	23
Percentage Occupied	35%	73%	81%	88%	88%

## **September 11, 2018**

	<b>10</b> a	11a	12p	1p	<b>2</b> p
Handicap Occupied	14	21	20	22	21
Percentage Occupied	54%	81%	77%	85%	81%

## **September 12, 2018**

	<b>10</b> a	<b>11</b> a	12p	1p	2p
Handicap Occupied	21	24	25	25	21
Percentage Occupied	81%	92%	96%	96%	81%

## **September 13, 2018**

	<b>10</b> a	<b>11</b> a	12p	<b>1</b> p	2p
Handicap Occupied	24	23	21	20	17
Percentage Occupied	92%	88%	81%	77%	65%

	<b>10</b> a	11a	12p	1p	<b>2</b> p
Handicap Occupied	26	25	21	23	22
Percentage Occupied	100%	96%	81%	88%	85%

## **Park Handicap Count**

Completed by:



## **18 Spaces Total**

## **September 10, 2018**

	<b>10</b> a	11a	12p	1p	2p
Handicap Occupied	18	18	18	18	16
Percentage Occupied	100%	100%	100%	100%	89%

## **September 11, 2018**

	<b>10</b> a	<b>11</b> a	12p	<b>1</b> p	<b>2</b> p
Handicap Occupied	18	18	18	18	17
Percentage Occupied	100%	100%	100%	100%	94%

## **September 12, 2018**

	<b>10</b> a	11a	12p	1p	2p
Handicap Occupied	18	18	18	18	17
Percentage Occupied	100%	100%	100%	100%	94%

## **September 13, 2018**

	<b>10</b> a	<b>11</b> a	12p	<b>1</b> p	2p
Handicap Occupied	16	18	18	18	17
Percentage Occupied	89%	100%	100%	100%	94%

	<b>10</b> a	<b>11</b> a	12p	1p	2p
Handicap Occupied	17	17	17	15	16
Percentage Occupied	94%	94%	94%	83%	89%

## **Peabody Handicap Count**

Completed by:



## **7 Spaces Total**

**September 10, 2018** 

	<b>10</b> a	11a	12p	1p	2p
Handicap Occupied	6	6	7	7	7
Percentage Occupied	86%	86%	100%	100%	100%

**September 11, 2018** 

	<b>10</b> a	<b>11</b> a	12p	<b>1</b> p	<b>2</b> p
Handicap Occupied	6	7	7	7	7
Percentage Occupied	86%	100%	100%	100%	100%

**September 12, 2018** 

	<b>10</b> a	<b>11</b> a	12p	1p	2p
Handicap Occupied	7	5	6	7	6
Percentage Occupied	100%	71%	86%	100%	86%

**September 13, 2018** 

	<b>10</b> a	<b>11</b> a	12p	<b>1</b> p	2p
Handicap Occupied	6	6	6	7	7
Percentage Occupied	86%	86%	86%	100%	100%

	<b>10</b> a	<b>11</b> a	12p	1p	2p
Handicap Occupied	7	7	7	7	7
Percentage Occupied	100%	100%	100%	100%	100%

## **Pierce Handicap Count**

Completed by:



### **18 Spaces Total**

## **September 10, 2018**

	<b>10</b> a	11a	12p	1p	2p
Handicap Occupied	7	8	11	13	11
Percentage Occupied	39%	44%	61%	72%	61%

## **September 11, 2018**

	<b>10</b> a	<b>11</b> a	12p	<b>1</b> p	2p
Handicap Occupied	10	9	11	13	11
Percentage Occupied	56%	50%	61%	72%	61%

## **September 12, 2018**

	<b>10</b> a	11a	12p	1p	2p
Handicap Occupied	13	14	12	15	13
Percentage Occupied	72%	78%	67%	83%	72%

## **September 13, 2018**

	<b>10</b> a	<b>11</b> a	<b>12</b> p	<b>1</b> p	2p
Handicap Occupied	11	13	13	15	13
Percentage Occupied	61%	72%	72%	83%	72%

	<b>10</b> a	<b>11</b> a	12p	<b>1</b> p	<b>2</b> p
Handicap Occupied	12	12	12	11	12
Percentage Occupied	67%	67%	67%	61%	67%



### **MEMORANDUM**

### Office of the City Manager

DATE: October 3, 2018

TO: Advisory Parking Committee

FROM: Tiffany J. Gunter, Assistant City Manager

SUBJECT: BSD Annual Holiday Marketing Campaign

Once again this year, the Birmingham Shopping District will air a holiday marketing campaign to include advertising on WXYZ TV Channel 7, WDIV Channel 4 and Comcast cable channels.

The ads will highlight the downtown shopping, dining and spa experience. Each of the ads will promote the popular "2 Hours Free Parking in the Decks" program, as they have in years past. The goal of the ads is to drive traffic to downtown Birmingham, benefiting merchants and the parking system.

This year the Birmingham Shopping District is committing a total of \$55,000 for the holiday shopping campaign. They are requesting the Advisory Parking Committee approve a \$25,000 commitment from the parking fund for the campaign. This would be the sixth year of a financial commitment from the APC.

Holiday Advertising						
Print	\$10,000					
Digital	\$15,000					
Broadcast	\$25,000					
Signage	\$5,000					

The advertising vignettes will provide a strong push for the parking system, as the host will close out every segment with a strong statement about parking in Birmingham. These 15 and 30 second ads will feature a graphic at the end of the spot highlighting "2 Hours Free Parking in the Decks" incorporating the parking logo for the shopping district.

### **Suggested Recommendation:**

To recommend an expenditure of \$25,000 from the Parking Enterprise Fund in support of the BSD holiday television campaign.

### **Structure Occupancy at 1pm Tuesday-Thursday**

Available Spaces

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3	4 Chester-72	5 Chester-51	6 Chester-40	7	8
		N.O.W130	N.O.W36	N.O.W24		
		Park-5	Park-8	Park-8		
		Peabody-49	Peabody-28	Peabody-43		
		Pierce-74	Pierce-56	Pierce-90		
9	10	11 Chester-13	12 Chester-16	13 Chester-91	14	15
		N.O.W24	N.O.W22	N.O.W50		
		Park-15	Park-10	Park-10		
		Peabody-88	Peabody-86	Peabody-71		
		Pierce-138	Pierce-114	Pierce-109		
16	17	18 Chester-55	19 Chester-53	20 Chester-62	21	22
		N.O.W62	N.O.W88	N.O.W78		
		Park-13	Park-24	Park-11		
		Peabody-46	Peabody-55	Peabody-31		
		Pierce-21	Pierce-62	Pierce-67		
23	24	25 Chester-31	26 Chester-32	27 Chester-66	28	29
		N.O.W57	N.O.W78	N.O.W93		
		Park-3	Park-52	Park-54		
		Peabody-33	Peabody-28	Peabody-49		
		Pierce-110	Pierce-94	Pierce-77		
30		Notes:				

### **Chester Street Structure**

Garage full list

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3	4	5	6	7	8
	Labor Day-Closed	Garage not filled.	Valet-2 cars	Garage not filled.	Garage not filled.	
9	10	11	12	13	14	15
	Garage not filled.					
16	17	18	19	20	21	22
	Garage not filled.					
23	24	25	26	27	28	29
	Garage not filled.	Valet-2 cars	Garage not filled.	Garage not filled.	Garage not filled.	
30		Notes:				

### N. Old Woodward Garage

## September 2018

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3 Labor Day-Closed	<b>4</b> Garage not filled.	5 Garage not filled.	6 Garage not filled.	7 Garage not filled.	8
9	10 Garage not filled.	11 Garage not filled.	12 Garage not filled.	13 Garage not filled.	14 Garage not filled.	15
16	17 Garage not filled.	18 Garage not filled.	19 Garage not filled.	20 Garage not filled.	21 Garage not filled.	22
23	24 Garage not filled.	25 Garage not filled.	26 Garage not filled.	27 Garage not filled.	28 Garage not filled.	29
30		Notes:	•	•	•	·

### **Park Street Structure**

Garage full list

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3 Labor Day-Closed	Garage not filled.	<b>5</b> Garage not filled.	6 Garage not filled.	<b>7</b> Garage not filled.	8
0	10	11	12	13	14	15
9	Garage not filled.	Valet-5 cars	Valet-8 cars	Valet-11 cars	Garage not filled.	15
16	17	18	19	20	21	22
	Garage not filled.	Valet-7 cars	Garage not filled.	Garage not filled.	Garage not filled.	
23	24	25	26	27	28	29
	Garage not filled.	Garage not filled.	Garage not filled.	Garage not filled.	Garage not filled.	
30		Notes:				

### **Peabody Street Structure**

Garage full list

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30		Notes:				
		Structure did not fill.				

### **Pierce Street Structure**

Garage full list

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3 Labor Day-Closed	4	5	6 Valet-5 cars	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30		Notes:				

### MONTHLY PARKING PERMIT REPORT

For the month of: August 2018 Date Compiled: September 18, 2018

	Pierce	Park	Peabody	N.Old Wood	Chester	Lot #6/\$210	Lot #6/\$150	South Side	Lot B	35001 Woodward	Lot 12
1. Total Spaces	706	811	437	745	880	174	79	8	40	40	150
2. Daily Spaces	370	348	224	359	425	N/A	N/A	N/A	N/A	N/A	N/A
3. Monthly Spaces	336	463	213	386	560	174	79	8	30	40	100
Monthly Permits     Authorized	550	750	400	800	1140	150	40	8	30	50	150
5. Permits - end of previous month	550	750	400	800	1140	150	40	8	30	50	100
6. Permits - end of month	550	750	400	800	1140	150	40	8	30	50	100
7. Permits - available at end of month	0	0	0	0	0	0	0	0	0	0	
Permits issued in month includes permits effective 1st of month	5	7	0	4	6	0	0	0	0	0	0
9. Permits given up in month	5	7	0	4	6	0	0	0	0	0	0
10. Net Change	0	0	0	0	0	0	0	0	0	0	0
11. On List - end of month*  **On List-Unique Individuals	1070	972	1010	1345	968	0	0	0	0	0	0
12. Added to list in month	18	15	15	15	32	0	0	0	0	0	0
<ol> <li>Withdrawn from list in month (w/o permit)</li> </ol>	0	0	0	0	0	0	0	0	0	0	0
14. Average # of weeks on list for permits issued in month	143	82	141	126	57	0	0	0	0	0	0
15. Transient parker occupied	243	80	82	75	83	N/A	N/A	N/A	N/A	N/A	N/A
16. Monthly parker occupied	373	686	300	572	766	N/A	N/A	N/A	N/A	N/A	N/A
17. Total parker occupied	616	766	382	647	849	N/A	N/A	N/A	N/A	N/A	N/A
18. Total spaces available at 1pm on Wednesday 8/22	90	45	55	98	31	N/A	N/A	N/A	N/A	N/A	N/A
19. "All Day" parkers paying 5 hrs. or more A:Weekday average. B:*Maximum day	169 N/A*	208 N/A*	116 N/A*	146 N/A*	121 N/A*	N/A N/A	N/A N/A	N/A N/A	N/A N/A	N/A N/A	N/A N/A
20. Utilization by long term parkers	N/A*	N/A*	N/A*	N/A*	N/A*	N/A	N/A	N/A	N/A	N/A	N/A

<sup>(1)</sup> Lot #6 does not have gate control, therefore no transient count available
(2) (Permits/Oversell Factor + Weekday Avg.) / Total Spaces

\* Average Maximum day not available currently in Skidata

\*\* Unique invididuals represent the actual number of unique people on the wait list regardless of how many structures they have requested.

Total

109.8

#DIV/0!

# Birmingham Parking System Transient & Free Parking Analysis Months of August 2017 & August 2018

### August 2017

GARAGE	TOTAL CARS	FREE CARS	CA	SH REVENUE	% FREE
PEABODY	18,114	10,396	\$	55,518.00	57%
PARK	18,434	9,457	\$	47,688.00	51%
CHESTER	7,833	2,865	\$	54,356.07	37%
WOODWARD	14,555	7,091	\$	39,876.00	49%
PIERCE	30,218	15,426	\$	78,247.00	51%

TOTALS	89,154	45,235	\$	275,685.07	51%
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### August 2018

GARAGE	TOTAL CARS	FREE CARS	CAS	SH REVENUE	% FREE
PEABODY	17,851	10,051	\$	28,386.02	56%
PARK	21,696	9,618	\$	49,665.02	44%
CHESTER	7,874	2,661	\$	49,817.03	34%
WOODWARD	13,536	6,227	\$	34,215.02	46%
PIERCE	27,771	13,586	\$	67,893.03	49%

TOTALS	88,728	42,143	\$	229,976.12	47%
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BREAKDOWN:	TOTAL CARS	5%
	FREE CARS	-7%
	CASH REVENUE	-17%

### CITY OF BIRMINGHAM - Combined Income Statement For Periods Indicated

	Month Ended	1 Month Ending	Month Ended	1 Month Ending
REVENUES:	August 31 , 2018	August 31 , 2018	August 31, 2017	August 31, 2017
Revenues - Monthly parking	190,467.00	429,559.00	243,624.00	434,411.25
Revenues - Cash Parking	229,976.12	450,862.12	275,685.07	549,591.32
Revenues - Card Fees	240.00	285.00	350.00	810.00
Revenue - Lot #6	22,182.41	27,687.41	16,095.00	16,995.00
TOTAL INCOME	442,865.53	908,393.53	535,754.07	1,001,807.57
		·		
EXPENSES:				
Salaries and Wages	65,833.23	130,319.51	62,120.27	121,010.60
Payroll Taxes	6,260.77	12,398.89	5,735.69	11,187.94
Workmens Comp Insurance	2,995.54	5,930.21	2,635.99	5,135.17
Group Insurance	19,310.68	40,779.74	19,025.95	43,186.56
Uniforms	440.47	750.53	929.97	929.97
Insurance	10,655.44	21,310.88	9,653.72	19,307.44
Utilities	925.81	1,704.18	1,036.81	1,931.81
Maintenance	14,036.72	27,340.49	3,258.80	4,080.66
Parking Tags/Tickets		428.33		-
Accounting Fees	4,533.97	8,897.94	4,441.91	8,838.44
Office Supplies	472.20	871.74	507.79	758.93
Card Refund				-
Operating Cost - Vehicles	713.18	1,522.75	541.87	1,130.09
Pass Cards	4,000.00	4,000.00		-
Employee Appreciation		64.00		-
Credit Card Fees	9,661.32	22,678.91	12,420.26	25,544.01
Bank Service Charges	75.28	153.49	75.23	167.14
Miscellaneous Expense	392.79	695.72	358.94	585.97
Management Fee Charge	3,875.00	7,750.00	3,875.00	7,750.00
TOTAL EVENUEG	144,182.40	287,597.31	126,618.20	251,544.73
TOTAL EXPENSES	144,102.40	201,371.31	120,010.20	231,344.73
ODDD 1770 17 5	200 (02.12	(20.707.22	400 125 65	750 060 04
OPERATING PROFIT	298,683.13	620,796.22	409,135.87	750,262.84

### CITY OF BIRMINGHAM PIERCE DECK

	Month Ended	1 Month Ending	Month Ended	1 Month Ending
REVENUES:	August 31 , 2018	August 31 , 2018	August 31, 2017	August 31, 2017
Revenues - Monthly parking	35,765.00	75,700.00	39,863.00	71,037.25
Revenues - Cash Parking	67,893.03	122,274.03	78,247.00	144,676.25
Revenues - Card Fees	15.00	15.00	165.00	285.00
		-		
TOTAL INCOME	103,673.03	197,989.03	118,275.00	215,998.50
	-	-		
		-		
EXPENSES:		-		
Salaries and Wages	12,152.81	23,268.67	11,368.46	22,902.96
Payroll Taxes	1,120.48	2,140.74	1,037.42	2,093.61
Workmens Comp Insurance	553.21	1,059.50	482.50	972.02
Group Insurance	4,396.25	9,327.21	4,676.83	10,106.00
Uniforms	80.20	142.22	186.09	186.09
Insurance	1,992.68	3,985.36	1,860.60	3,721.20
Utilities	353.81	420.18	128.80	307.80
Maintenance	2,854.52	4,234.15	210.10	282.46
Parking Tags/Tickets		61.72		-
Accounting Fees	899.37	1,764.74	865.37	1,730.74
Office Supplies	94.44	174.35	101.56	151.79
Card Refunds		-		-
Operating Cost - Vehicles	142.63	304.54	108.37	226.01
Pass Cards	800.00	800.00		-
Employee Appreciation	-	-	-	-
Credit Card Fees	2,852.07	6,056.94	3,525.20	6,708.04
Bank service charges	11.49	22.98	20.10	33.22
Miscellaneous Expenses	32.23	45.67	20.12	29.12
Management Fee Charge	775.00	1,550.00	775.00	1,550.00
TOTAL EXPENSES	29,111.19	55,358.97	25,366.52	51,001.06
OPERATING PROFIT	74,561.84	142,630.06	92,908.48	164,997.44

### CITY OF BIRMINGHAM PEABODY DECK

			Month Ended	1 Month Ending	Month Ended	1 Month Ending
REVENUES:	:		August 31, 2018	August 31 , 2018	August 31, 2017	August 31, 2017
	Revenues - Monthly parking		19.275.00	56,590.00	29.432.00	54,307.00
	Revenues - Cash Parking		28,386.02	54,102.02	55,518.00	88,279.00
	Revenues - Card Fees		15.00	15.00	22,23333	-
				-		
		TOTAL INCOME	47,676.02	110,707.02	84,950.00	142,586.00
				-		
				_		
EXPENSES:				_		
EM EMES.	Salaries and Wages		11,198.26	22,191.70	10,365.03	18,827.80
	Payroll Taxes		1,029.50	2,038.10	942.36	1,712.09
	Workmens Comp Insurance		510.00	1,010.75	440.01	799.47
	Group Insurance		4,396.23	9,327.17	4,735.81	9,733.36
	Uniforms		80.00	142.01	185.97	185.97
	Insurance		1,520.17	3,040.34	1,419.03	2,838.06
	Utilities		143.00	321.00	218.98	397.98
	Maintenance		2,730.29	5,226.14	119.91	192.27
	Parking Tags/Tickets		_,,	61.71		-
	Accounting Fees		809.19	1,584.38	775.19	1,550.38
	Office Supplies		94.44	174.35	101.56	151.79
	Card Refund			-		-
	Employee Appreciation			-		-
	Operating Cost - Vehicles		142.64	304.55	108.37	226.02
	Pass Cards		800.00	800.00		-
	Credit Card Fees		1192.87	2,708.40	2501.22	4,070.91
	Bank service charges		11.49	22.98	10.10	26.01
	Miscellaneous Expense		31.49	44.84	19.33	25.93
	Management Fee Charge		775.00	1,550.00	775.00	1,550.00
				,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
		TOTAL EXPENSES	25,464.57	50,548.42	22,717.87	42,288.04
		OPERATING PROFIT	22,211.45	60,158.60	62,232.13	100,297.96

### CITY OF BIRMINGHAM PARK DECK

REVENUES:  Revenues - Monthly parking  Revenues - Cash Parking  Revenues - Card Fees  TOTAL INCOME	Month Ended August 31, 2018 41,867.00 49,665.02 90.00 91,622.02	1 Month Ending August 31, 2018 102,339.00 87,304.02 90.00	Month Ended August 31, 2017 63,458.00 47,688.00	1 Month Ending August 31, 2017 109,112.00 106,018.00
EXPENSES:		_		
Salaries and Wages	13,315.85	27,054.30	13,675.07	26,803.16
Payroll Taxes	1,232.40	2,503.73	1,256.98	2,465.24
Workmens Comp Insurance	605.86	1,230.87	580.17	1,137.16
Group Insurance	3,502.65	7,368.11	3,728.23	7,968.15
Uniforms	80.00	142.01	185.97	185.97
Insurance	2,276.47	4,552.94	2,125.49	4,250.98
Utilities	143.00	321.00	218.98	397.98
Maintenance	2,675.89	5,544.33	1,166.18	1,381.36
Parking Tags/Tickets		61.71		-
Accounting Fees	915.28	1,796.56	881.28	1,762.56
Office Supplies	94.44	174.35	101.56	151.79
Card Refund		-		-
Operating Cost - Vehicles	142.64	304.55	108.37	226.02
Pass Cards	800.00	800.00		-
Employee Appreciation		-		-
Credit Card Fees	2,086.34	4,304.54	2,148.46	4,943.24
Bank service charges	11.49	22.98	10.10	20.20
Miscellaneous Expenses	45.72	61.22	21.92	32.16
Management Fee Charge	775.00	1,550.00	775.00	1,550.00
TOTAL EXPENSES	28,703.03	57,793.20	26,983.76	53,275.97
OPERATING PROFIT	62,918.99	131,939.82	84,162.24	161,854.03

### CITY OF BIRMINGHAM CHESTER DECK

	Month Ended	1 Month Ending	Month Ended	1 Month Ending
REVENUES:	August 31 , 2018	August 31 , 2018	August 31, 2017	August 31, 2017
Revenues - Monthly parking	46,545.00	98,595.00	51,797.00	96,001.00
Revenues - Cash Parking	49,817.03	118,357.03	54,356.07	105,658.07
Revenues - Card Fees	75.00	75.00	170.00	480.00
TOTAL INCOME	96,437.03	217,027.03	106,323.07	202,139.07
		-		
		-		
EXPENSES:		-		
Salaries and Wages	15,887.85	31,564.94	12,101.81	23,598.56
Payroll Taxes	1,649.83	3,290.68	1,148.75	2,213.04
Workmens Comp Insurance	722.29	1,435.06	513.55	1,001.47
Group Insurance	3,513.46	7,389.73	3,728.21	8,136.07
Uniforms	120.27	182.28	185.97	185.97
Insurance	2,450.00	4,900.00	2,286.60	4,573.20
Utilities	143.00	321.00	242.87	421.87
Maintenance	3,100.11	8,280.32	1,684.51	2,074.13
Parking Tags/Tickets		181.48		-
Accounting Fees	984.24	1,934.48	1,028.18	2,010.98
Office Supplies	94.44	174.35	101.56	151.79
Card Refund		-		-
Operating Cost - Vehicles	142.64	304.55	108.37	226.02
Pass Cards	800.00	800.00		-
Employee Appreciation	-	64.00	-	-
Credit Card Fees	2,092.73	6,132.03	2,448.87	4,906.92
Bank Service Charges	29.32	61.57	24.83	67.51
Misc Expense	35.15	99.81	93.83	102.80
Management Fee Charge	775.00	1,550.00	775.00	1,550.00
TOTAL EXPENSES	32,540.33	68,666.28	26,472.91	51,220.33
ODED ATTING PROFIT	63,896.70	148.360.75	79.850.16	150,918.74
OPERATING PROFIT	03,890.70	140,300.73	/9,850.16	130,918.74

### CITY OF BIRMINGHAM N. WOODWARD DECK

	Month Ended	1 Month Ending	Month Ended	1 Month Ending
REVENUES:	August 31, 2018	August 31 , 2018	August 31, 2017	August 31, 2017
Revenues - Monthly parking	47,015.00	96,335.00	59,074.00	103,954.00
Revenues - Cash Parking	34,215.02	68,825.02	39,876.00	104,960.00
Revenues - Card Fees	45.00	45.00	15.00	15.00
		<u> </u>		
TOTAL INCOME	81,275.02	165,205.02	98,965.00	208,929.00
		-		
		-		
EXPENSES:		-		
Salaries and Wages	13,278.46	26,239.90	14,609.90	28,878.12
Payroll Taxes	1,228.56	2,425.64	1,350.18	2,703.96
Workmens Comp Insurance	604.18	1,194.03	619.76	1,225.05
Group Insurance	3,502.09	7,367.52	2,156.87	7,242.98
Uniforms	80.00	142.01	185.97	185.97
Insurance	2,416.12	4,832.24	1,962.00	3,924.00
Utilities	143.00	321.00	227.18	406.18
Maintenance	2,675.91	4,055.55	78.10	150.44
Parking Tags/Tickets		61.71		-
Accounting Fees	925.89	1,817.78	891.89	1,783.78
Office Supplies	94.44	174.35	101.56	151.79
Card Refund		-		-
Operating Cost - Vehicles	142.64	304.55	108.37	226.02
Pass Cards	800.00	800.00		-
Employee Appreciation		-		-
Credit Card Fees	1437.31	3,477.00	1796.51	4,914.90
Bank Service Charges	11.49	22.98	10.10	20.20
Miscellaneous Expense	33.11	48.00	22.65	33.78
Management Fee Charge	775.00	1,550.00	775.00	1,550.00
TOTAL EXPENSES	28,148.20	54,834.26	24,896.04	53,397.17
OPERATING PROFIT	53,126.82	110,370.76	74,068.96	155,531.83

### CITY OF BIRMINGHAM lot #6

			Month Ended	1 Month Ending	Month Ended	1 Month Ending
			August 31 , 2018	August 31 , 2018	August 31, 2017	August 31, 2017
INCOME  Revenues - Monthly Parking L		ot #6 & Southside	22,182.41	27,687.41	16,095.00	16,995.00
EMPENAGEA		TOTAL INCOME	22,182.41	27,687.41	16,095.00	16,995.00
EXPENSES Liability Insurance Office Supplies (Hanging Tage Misc.	TOTAL EXPENSES	215.09 215.09	396.18 396.18	181.09 181.09	362.18 362.18	
		NET PROFIT	21,967.32	27,291.23	15,913.91	16,632.82