

**CITY OF BIRMINGHAM
ADVISORY PARKING COMMITTEE**

ZOOM VIDEO CONFERENCE

<https://zoom.us/j/93610532020>

REGULAR MEETING AGENDA
WEDNESDAY, AUGUST 19, 2020, 8:00 A.M.

1. ROLL CALL
2. RECOGNITION OF GUESTS
3. APPROVAL OF MINUTES, MEETINGS OF
MAY 6, MAY 13, AND JUNE 3, 2020
4. CONTINUED FREE PARKING
ALTERNATIVES – RECOMMENDATION –
ACTION
5. CIVICSMART METERS – TECHNOLOGICAL
UPGRADE - **ACTION**
6. PARKING SYSTEM TECHNOLOGY DRAFT
RFP - GARAGE EQUIPMENT – **ACTION**
7. MASTER PLAN DISCUSSION – CONTINUED
8. MEETING OPEN FOR MATTERS NOT ON
THE AGENDA
9. NEXT MEETING: WEDNESDAY, OCTOBER 7,
2020

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City of Birmingham
ADVISORY PARKING COMMITTEE
SPECIAL MEETING

Held Remotely Via Zoom And Telephone Access
Wednesday, May 6, 2020

MINUTES

These are the minutes of the Advisory Parking Committee ("APC") special meeting held on Wednesday, May 6, 2020. The meeting was called to order at 10:05 a.m. by Chairman Al Vaitas.

1. Rollcall

Present: Chairman Al Vaitas (left at 10:43 a.m.)
Vice-Chairwoman Gayle Champagne
Richard Astrein
Michael Horowitz
Lisa Silverman
Jennifer Yert

Absent: Anne Honhart
Steven Kalczynski
Lisa Krueger
Judith Paskiewicz

SP+ Parking: Catherine Burch
Sara Dixon
Jay O'Dell

Administration: Tiffany Gunter, Asst. City Manager
Laura Eichenhorn, Transcriptionist

ACM Gunter explained that the purpose of this special meeting was to provide the public with Birmingham parking system updates.

2. Recognition Of Guests

None.

3. N. Old Woodward Parking Garage Construction Project

ACM Gunter reviewed the item. She stated that:

- The North Old Woodward façade removal and vehicle barrier installation project began in March 2020. It is considered a critical infrastructure project.

- Access to the entire garage has been shut down, while the surface lot remains open.
- There are approximately 30-40 vehicles in the surface lot daily.
- The precast panels on the North side elevation have been completely removed, and other panels will continue to be removed. The vehicle barrier system is being installed simultaneously.
- The slab edge on the N. Old Woodward parking deck that abuts the alley was found to be in very poor condition. As a result, the decision was made to remove the slab edge from around the entire deck so the City will not have to do further work on the slab edge in a couple of years. The decision was approved by the Commission and resulted in a \$150,000 change order.
- In an effort to ensure safety for the workers, each individual works with his/her own tools and has been instructed to maintain social distancing guidelines (i.e. eat lunch separately, remain six feet apart).
- The project should be completed, with the vehicle barrier installed, by the end of May 2020.
- The hope is that by moving this project forward there will be less of an impact when businesses begin to resume operations in the future.

4. Impacts Of Covid 19 – Automobile Parking Fund

ACM Gunter reviewed the item. She explained that:

- The City suspended all parking revenue operations, effective April 1, 2020, until the Stay Home, Stay Safe Executive Order is lifted.
- There have been no more than 35-40 vehicles in any garage on a given day.
- Birmingham entered into this situation in a very strong fiscal position and so will not immediately feel the impact of the loss of parking revenue.
- She recently participated in a parking webinar through Smarking where many communities discussed their reliance on their parking revenue to support their general funds, whereas Birmingham's Enterprise fund may only be used to support parking operations.
- Birmingham, along with a number of other municipalities across the country, is now part of Smarking's Urban Mobility Coalition. The Coalition will be requesting from the Federal Government some reimbursement of the loss of parking income.
- Monthly permit holders maintain their monthly permits during the duration of the Stay Home, Stay Safe Executive Order.

In reply to Dr. Silverman, Ms. Burton explained that the hang-tag permit holders would be scheduled to make their next quarterly payment June 1, 2020. She said that the City and SP+ are still working to determine what sort of credit might be issued for the previous quarter, since most of the hang-tag permit holders will not have used their permits for the month of April and will continue not to use their permits for at least part of May.

5. Other Deck Repair and Rehabilitation Project Discussions

ACM Gunter reviewed the item. She said:

- In addition to the N. Old Woodward façade removal project, the City entered into conversations with the WJE engineering team, DRV contractors, and the Building Official to identify other critical safety projects that might be addressed during this period of low parking structure occupancy.
- In every parking structure there is loose concrete that should be removed and safety issues in the stairwells that should be addressed. The City is waiting on pricing estimates for those projects.
- In addition to those more general projects, each parking structure has one or two more specific issues that should be addressed.
- The preliminary cost estimates for these repairs range between \$70,000 to \$180,000 for each parking structure. These repairs would commence after final estimates are submitted and approval is gained from the City Commission.
- May 18, 2020 would be the City Commission meeting where they would likely hear pricing and recommendations for these projects.
- On Monday, April 6, 2020, the City Commission approved proposed work at the Chester and Park Street garages where elevator outages had been more prevalent recently. The elevator facing the Baldwin House in the Chester structure is receiving a number of updates, while the elevator door contacts in the Park Street structure are being replaced.

The APC decided to meet again via Zoom before the May 18, 2020 Commission meeting to discuss the pricing and recommendations for the critical infrastructure projects.

6. Opportunities To Support Local Business – Downtown Parking Initiative Brainstorming

ACM Gunter reviewed the item. She stated that:

- Birmingham is committed to giving its businesses the best chance at success when they are able to resume normal operations.
- To this end, she was seeking ideas from the APC regarding when the City's parking revenue generating activities should resume. Preliminarily the City is considering an August 1, 2020 resumption date for the garages. This would give City businesses a reprieve during June and July 2020 from having to pay any parking fees.
- Initially making on-street parking free during June and July 2020 was also considered, but concerns were raised that this would result in more employees occupying the on-street parking, leaving less room for patrons who want to shop and dine in Birmingham.
- Given this, it will likely be recommended to the Commission that on-street parking remain paid, that the ParkMobile App be heavily promoted as a way of doing contact-free parking, and that cleaning of the meter heads should be increased around the City.

Chairman Vaitas asked if there would be a way to set up a buy-one, get-one in ParkMobile that would give parkers in Birmingham an hour credit for every hour they purchase through the ParkMobile application.

ACM Gunter said she was open to any and all ideas, and said she would explore the feasibility of Chairman Vaitas' recommendation.

Mr. Horowitz said he would preliminarily advocate free parking options both on-street and in the structures. He noted that the offices will likely bring employees back into Birmingham more slowly than the retail businesses, and said for that reason there will likely be fewer office employees wanted to park on the street during this free parking period. He said that while it would cost the City more, it would be of tremendous promotional benefit to the retailers to be able to say that there is free on-street parking in Birmingham during the summer. He also said he wanted to hear from Mr. Astrein as the downtown business community representative to the APC.

ACM Gunter explained that BSD Director Ingrid Tighe was in support of on-street parking being paid because employees would be more likely to take advantage of the free parking in the structures as a result. This could have a longer-term benefit in the City as well, she said, because as employees get more used to parking in the structures they may compete less with patrons for on-street parking. In addition, the City cannot offer a certain number of on-street parking hours free and then transition to paid because there is currently no legal way to enforce parking time limits in Michigan as a result of a recent Michigan Supreme Court ruling. She said that while she understood the promotional benefit of free on-street parking, both BSD Director Tighe and Police Chief Mark Clemence discouraged free on-street parking strongly for these reasons, and that she greatly respects their insight into these issues.

Mr. Astrein said that on-street parking would be vital for reintroducing patrons to the Birmingham retail environment, especially since many may not want to park in the structures at first. He said that free on-street parking would inevitably result in employees parking on the street. Mr. Astrein said he wanted to see high turnover at the on-street parking spots to allow more people to visit the businesses. He also expressed concern regarding an idea he had heard where some on-street parking spots may be allotted to restaurants for a period of time to expedite their take-out businesses. He asked ACM Gunter if that was something being considered.

ACM Gunter explained that while BSD Director Tighe may propose setting aside one or two on-street parking spaces in high-traffic areas for takeout, those spaces could also be used by any other retailers in the area to run goods out to customers who have already made a purchase either by phone or online. She said offering this service would likely attract patrons who are otherwise hesitant to visit downtown Birmingham due to a perceived lack of parking.

ACM Gunter said would also look into a potential rate adjustment for on-street parking to encourage more patrons to visit businesses. Regarding valet parking, she said there is no way to currently determine what demand for the service might look like in the near future. She said the City is set to have a conversation with In-House Valet, the City's valet service provider, regarding how to proceed. She said that in light of Covid-19 she expects demand will be less than usual given the close contact that results from using a valet service. She said the City would move forward with the summer valet service it planned in order to

Advisory Parking Committee Proceedings
May 6, 2020

mitigate construction-related parking issues, but that those plans could be adjusted if there is negligible demand for the service.

7. Next Meeting: May 15, 2020 @ 9:00 a.m.

8. Adjournment

No further business being evident, the meeting adjourned at 10:45 a.m.

Assistant City Manager Tiffany Gunter

City of Birmingham
ADVISORY PARKING COMMITTEE
SPECIAL MEETING

Held Remotely Via Zoom And Telephone Access
Friday, May 15, 2020

MINUTES

These are the minutes of the Advisory Parking Committee ("APC") special meeting held on Friday, May 15, 2020. The meeting was called to order at 9:06 a.m. by Chairman Al Vaitas.

1. Rollcall

Present: Chairman Al Vaitas
Vice-Chairwoman Gayle Champagne (arrived at 9:12 a.m.)
Richard Astrein
Michael Horowitz
Steven Kalczynski
Lisa Krueger
Lisa Silverman

Absent: Anne Honhart
Judith Paskiewicz
Jennifer Yert

SP+ Parking: Catherine Burch
Sara Dixon
Jay O'Dell

Administration: Tiffany Gunter, Asst. City Manager
Jana Ecker, Planning Director
Laura Eichenhorn, Transcriptionist

2. Recognition Of Guests

None.

3. Approval of the February 5, 2020 Minutes

Motion by Mr. Astrein

Seconded by Ms. Krueger to approve the minutes of the regular APC meeting of February 5, 2020 as submitted.

Motion carried, 4-0.

ROLL CALL VOTE

Yeas: Astrein, Krueger, Silverman, Vaitas

Nays: None

Abstain: Horowitz, Kalczynski

4. Parking Deck Repair and Rehabilitation Projects

ACM Gunter and Derek Vetor from DRV reviewed the item.

After a few clarification questions, the APC determined it would be appropriate to move forward with the suggested recommendations.

Motion by Mr. Astrein

Seconded by Ms. Champagne to recommend that the City Commission amend the existing agreement with DRV Contractors to complete repair and rehabilitation projects in the five City parking decks as detailed in the May 2020 cost proposal for an amount not to exceed \$506,980 and to recommend that the City Commission amend the existing agreement with WJE Engineers and Architects, P.C. to provide project oversight for the projects outlined in the DRV proposal dated May 2020 for an amount not to exceed \$54,467.

Motion carried, 7-0.

ROLL CALL VOTE

Yeas: Astrein, Champagne, Vaitas, Horowitz, Kalczynski, Krueger, Silverman

Nays: None

5. Hunter House Update

In reply to Planning Director Ecker, ACM Gunter explained that Chairman Vaitas wanted an overview of the planned development at the Hunter House location and its potential impact on parking.

Planning Director Ecker reviewed the planned development at the Hunter House location. She explained that the Hunter House has been offered restaurant space in the new development, and approximately 14 parking spots for their customers both underground and at grade. She explained that the development is in the Parking Assessment District, which means the owner is not required to provide any parking for commercial uses onsite. They are required to provide parking for any residential units in the building, and the development plans contain parking spaces in excess of what would be required. The developer would need to enter into a lease with the City for the northwest parcel, which the City owns. They would need to lease the surface rights, the subsurface rights, and for the air rights above that northwest parcel. There will also be on street parking for the development on Park Street, which will be developed in accordance with the City's plans for Park Street.

6. City Master Plan Comments

Planning Director Ecker explained that the City seeks comment from the APC as a committee regarding any parts of the draft master plan that fall under the purview of, or are affected by, the APC's jurisdiction.

ACM Gunter recommended to Chairman Vaitas that APC members email her any comments they have on the draft master plan by May 26, 2020. She said she would provide all the APC members with the draft master plan and the available summary document for their review in advance of May 26, 2020. She said she would then compile those comments and provide them to the APC with their next agenda, sorted by topic, so they could discuss and review the comments.

Chairman Vaitas said he was in support of ACM Gunter's recommendation and asked her to proceed accordingly.

7. Next Meeting: June 3, 2020 @ 9:00 a.m.

8. Adjournment

No further business being evident, the meeting adjourned at 9:58 a.m.

Assistant City Manager Tiffany Gunter

City of Birmingham
ADVISORY PARKING COMMITTEE
REGULAR MEETING

Held Remotely Via Zoom And Telephone Access
Friday, June 3, 2020

MINUTES

These are the minutes of the Advisory Parking Committee ("APC") regular meeting held on Friday, June 3, 2020. The meeting was called to order at 8:00 a.m. by Chairman Al Vaitas.

1. Rollcall

Present: Chairman Al Vaitas
Vice-Chairwoman Gayle Champagne
Richard Astrein
Michael Horowitz
Steven Kalczyński (left at 9:00 a.m.)
Judith Paskiewicz
Lisa Silverman (left at 9:30 a.m.)
Jennifer Yert

Absent: Anne Honhart
Lisa Krueger

SP+ Parking: Catherine Burch
Sara Dixon
Jay O'Dell

Administration: Tiffany Gunter, Asst. City Manager
Mike Albrecht, Police Commander
Laura Eichenhorn, Transcriptionist

2. Recognition Of Guests

None.

3. Minutes

Due to discrepancies between the date of the minutes included in the agenda packets and the motions made at the last two APC meetings, the minutes of the May 6, 2020 APC meeting, the May 15, 2020 APC meeting, and the June 3, 2020 APC meeting will be reviewed and voted on at the Committee's July 16, 2020 meeting.

4. Master Plan Summary Committee Comments

ACM Gunter introduced the discussion.

There was consensus among the APC members that they would be supportive of bicycle racks in the garages as long as very few parking spaces were removed for their installation.

Chairman Vaitas said he would want the APC to review the bicycle racks' proposed installation locations in the garages should the idea be implemented in the future.

Mr. Horowitz said that in the near future people would probably use the bicycle racks in the garages to park electric bicycles as well. He said the City should not charge for bicycle parking, and should encourage bicycle use wherever appropriate.

On the topic of electric vehicle charges in the garages, Mr. Kalczynski noted that there are two kinds of chargers for electric vehicles currently: one that is proprietary to Tesla vehicles, and one that is universal to all other electric vehicles. He stated that the Tesla chargers were provided free of charge to the Townsend. Mr. Kalczynski recommended that the City reach out to Tesla to see if there would be an option to acquire free charging stations for the public garages if the City decides to pursue that option.

Mr. Horowitz said that the infrastructure for charging electric vehicles is developing in tandem with their use. He said there would likely be other places for electric vehicles to be charged, and that the City should not treat public garages as a place for electric vehicle owners to charge their vehicles.

Dr. Silverman and Chairman Vaitas agreed with Mr. Horowitz. Dr. Silverman suggested that the APC's and garages' focus is to serve the residents, and that given the distances they are driving from their homes to the garages electric vehicle charging would not be necessary.

Mr. Kalczynski observed that electric vehicle use in California is fairly ubiquitous. He also raised the point that the garages and the APC exist to serve the downtown business community as well as the residents and that visitors to Birmingham's businesses would likely be driving farther distances.

ACM Gunter suggested that if the garages are equipped with amenity bays for vehicles, a charging station could be demonstrated along with the bay to see the type of usage it gets.

Mr. Kalczynski and Chairman Vaitas both said the idea was worth exploring.

There was consensus that providing wayfinding information would be useful.

Mr. Horowitz stated that the pros would outweigh the cons of expanding outdoor dining opportunities in the City, even if it comes at the cost of 15 to 20 parking spaces.

Mr. Horowitz said it adds to the excitement and the vibrancy of the City, and that it might even encourage people to bicycle downtown if they know they would be able to dine outside. He asked Mr. Astrein for his perspective.

Mr. Kalczynski said he would also like to see outdoor dining opportunities expanded, even if it results in the loss of some parking spaces. He said that if there were more dining opportunities and art galleries the City would feel more lively and there would be a lot more foot traffic throughout the City on weekends.

Dr. Silverman said that every option should be explored to maximize outdoor dining opportunities in Birmingham while also trying to maintain as many parking spaces as possible. She said that increasing the dining capacity while decreasing parking may lead to frustration at the likely resulting increase in parking demand.

Chairman Vaitas said his concern with the dining decks is that while it expands restaurant seating, it decreases the available parking for the retail, which he said is unfair.

Mr. Astrein agreed with Chairman Vaitas. He said that expanding outdoor dining too much gives the restaurants an unfair advantage over other retailers. Mr. Astrein also added that studies show that most shopping is destination right now, which means that instead of visiting one location and then browsing others, most shoppers just visit their intended destination and leave the area. Given that pattern of shopping, he said there is little argument that there is a downstream effect for retail when restaurant dining expands.

Mr. Horowitz said that many malls are evolving from shopping centers to lifestyle centers, that create a more holistic experience for the consumer. Mr. Horowitz said that while he respected and requested Mr. Astrein's perspective, he would disagree that most shopping is trending towards destination-only. He said that from what he has been reading and observing there is overflow from one's intended destination into other shopping and retail opportunities if the environment is appropriately conducive.

Dr. Silverman said that expanding outdoor dining is less for the benefit of the restaurants and more for the benefit of Birmingham shoppers and diners. She agreed with Mr. Horowitz's description that it promotes a certain lifestyle experience that would benefit other retailers more than it would detract.

Chairman Vaitas observed that it has been the APC's focus in the past to preserve and create parking in Birmingham. He said that as a result he found it hard to argue that there is benefit to be derived from eliminating the parking that is available. He also said that expanding the outdoor dining decks can give the impression that the City is favoring one type of business over another, and that even if there was positive spillover to the other retailers it would not sufficiently balance out the lost parking.

Mr. Astrein said it could be appropriate to expand outdoor dining into the streets in the evening hours, while maintaining parking during the day for retail. He said that most retail is not open beyond 5:30 p.m. and would therefore not be negatively impacted by the lack of parking in the evenings.

There was consensus that the APC wanted the City to pursue outdoor dining expansion as aggressively as possible while being mindful of the impact on retail members of the business

community. There was also consensus that closing down or limiting parking on the streets for the expansion of outdoor dining in the evening hours would be an idea worth exploring further.

Mr. Horowitz agreed, saying that there was an appreciation of the value of outdoor dining decks among the Committee members, subject to the impact on other businesses.

Dr. Paskiewicz added that Committee review of the proposed outdoor dining would be part of the recommendations as well.

Mr. Horowitz said he was experiencing some frustration with both APC discussions and master plan recommendations in that there is a lot of effort to preserve smaller numbers of parking spaces, and less focus on more concrete plans to add a new garage or another similar solution. He noted that if a larger number of spaces were added, then smaller numbers of spaces could be removed for the installation of lifestyle improvements around the City.

There was consensus that the Committee would need more information about the potential uses for a Lot 6 pavilion in order to better understand its impact on parking.

Ms. Champagne suggested that the Farmer's Market could be moved in front of the Municipal Building on Sundays since the building is closed then, and the pavilion in adjacent Shain Park could be used for that and other activities.

Chairman Vaitas and Dr. Silverman said they liked Ms. Champagne's suggestion.

ACM Gunter stated she would incorporate the recommendation into the comments to the master planning team.

Ms. Yert and Chairman Vaitas stated that residential developments should have to include parking nearby.

Ms. Yert said that while she understood having to walk to more distant parking locations in larger cities, Birmingham was small enough that someone paying a significant amount to live downtown should have a parking space immediately available to them.

Dr. Paskiewicz said she was not concerned about the impact accessory dwelling units (ADUs) would have on parking. She said the ADUs would likely be slow to be built and adopted, and that residential streets already require permit parking.

Chairman Vaitas agreed with Dr. Paskiewicz.

There was consensus that the APC would be supportive of further exploration of parking development options for the Bates St. area with an emphasis on increased capacity.

In reply to Dr. Paskiewicz, ACM Gunter confirmed she would communicate that any of these recommendations should only be pursued once the City has had time to understand what the parking environment will be after the Covid-19 pandemic.

Chairman Vaitas said he would like parking for Booth Park to be considered.

Dr. Paskiewicz said she was concerned that the parking at Booth Park could not be maintained for the primary use of the park visitors. She agreed with Chairman Vaitas, however, that the idea could be explored.

Mr. Horowitz agreed with Chairman Vaitas as well. He said that converting some of the parking from parallel to perpendicular parking could be an idea worth exploring in order to fit more spaces.

In reply to Dr. Paskiewicz and Chairman Vaitas, Mr. Horowitz did say that the parking might have to take away some of the sidewalk near Booth Park in order to be transitioned into perpendicular parking.

In reply to Mr. Astrein, ACM Gunter said she would likely know in early September 2020 who would be keeping their parking permits and who would be relinquishing them.

The APC agreed to take up discussion of residential permit parking at their next meeting.

5. Next Meeting: July 16, 2020

6. Adjournment

No further business being evident, the meeting adjourned at 9:35 a.m.

Assistant City Manager Tiffany Gunter



MEMORANDUM

Office of the City Manager

DATE: August 19, 2020

TO: Advisory Parking Committee

FROM: Tiffany J. Gunter, Assistant City Manager

SUBJECT: Reduced Rate Parking Options – September 2020 through December 2020

In March 2020, due to the State of Michigan's shelter in place order, the City of Birmingham extended free parking to both transient and commuter (permit parkers) through September 1, 2020.

The financial, when compared to last year was, on average \$185,000 per month from April 1 – July 1 (4 Months) for a total impact of \$740,000 when compared to last year. The financial impact for free monthly permits is \$224,000. From April 1 – September 1 (6 Months) for a total impact of \$1,344,000 when compared to last year. The combined impact of lost revenue compared to last year was \$2,084,000.

The parking fund balance, as of June 2020, totaled \$20,383,867. The City has not charged for monthly or transient parking in the garages since April 1, 2020 and has endeavored to do complete several critical infrastructure projects during this period of low occupancy that were totaled approximately \$1.2 million. The current parking fund balance, as of August 2020, is \$18,938,287.

The impact to the parking fund reserve is a total \$1,445,580.

Revenue operations and occupancy for on-street parking have returned to their normal levels. Parking in the garages remain free through September 1, while occupancy in the garages has been hovering between 35%-40%.

Inquiries have been on-going as to whether the City will offer any additional economic relief initiatives as many will not be returning to their offices before the end of the year. Staff has been discussing potential options for providing support to the permit holders and ensuring that we continue to encourage visitors to the downtown.

Option 1: Continue with Free Parking in the Garages through December 31, 2020

This would be a continuation of the existing relief program. The City would continue to forego \$224,000 per month in revenue. Permit holders would continue to hold their permits through the end of the year. Total impact in revenue lost over last year would be an additional \$896,000.

Option 2: Free Parking in the Garages from Friday – Sunday / ½ Price Discount for Permit Holders

This alternative would be an adjustment to the existing relief program. The gates in the garages would be operable from Monday – Thursday where transient parkers would be required to pay for parking (first two hours would remain free). It is unclear what the demand for parking would be and therefore, we can not provide an revenue estimate for transient parking at this time other than that it would be greater than \$0.

Monthly permit parkers would then be charged \$35 to retain their permits from now through the end of the year. Total impact in revenue lost over last year would be \$448,000. It is expected that there will be those that choose to relinquish their permits as a result of this severely discounted rate. (Remember, those without permits during normal revenue operations pay close to \$220 per month). Staff feels fairly confident that this revenue can be replaced through calls to individuals on the waitlist.

Option 3: Return to normal revenue operations. No further discounts or relief due to COVID.

This option is self-explanatory. Staff does not suggest this is the best course of action given the existing circumstances.

Staff levels have remained at a minimum in the garages to keep operational costs at a minimum while not collecting revenue. We continue to monitor these levels to ensure an appropriate level of customer service and responsiveness to issues as they arise. The attached worksheet provides line item level detail on parking financials. You'll see an uptick in salary and wage expenses as we increase the need for more administrative staff to support revenue operations and associated maintenance/oversight with technology at the gates.

Suggested Recommendation:

To recommend to the City Commission that free parking continue in the garages from Friday – Sunday, while returning to normal revenue operations for transient parkers from Monday – Thursday and allowing permit holders to retain their permits for a fee of \$35 per month.

Birmingham Financials-Projected

	50% of LY				50% of LY				50% of LY			
	January 2020 Actuals	February 2020 Actuals	March 2020 Actuals	April 2020 Actuals	May 2020 Actuals	June 2020 Actuals	July 2020 Projected	August 2020 Projected	September 2020 Projected	October 2020 Projected	November 2020 Projected	December 2020 Projected
Revenues - Monthly parking	\$167,439.00	\$227,533.50	\$221,582.37	\$65,062.00	\$0.00	\$0.00	\$0.00	\$0.00	\$105,157.50	\$110,671.00	\$99,989.00	\$207,195.75
Revenues - Transient Parking	\$207,602.01	\$176,084.01	\$114,447.99	\$1,536.00	\$0.00	\$0.00	\$0.00	\$0.00	\$119,071.03	\$129,995.63	\$122,449.00	\$170,767.50
Revenues - Card Fees	\$420.00	\$577.50	\$165.00	\$15.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30.00	\$37.50	\$60.00	\$843.75
Revenue - Lot #6	\$1,385.00	\$11,930.00	\$6,820.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22,897.50	\$470.00	\$9,435.00	\$49,151.25
Total Income	\$376,846.01	\$416,125.01	\$393,015.36	\$66,613.00	\$0.00	\$0.00	\$0.00	\$0.00	\$247,156.03	\$241,174.13	\$231,933.00	\$427,958.25

Salaries and Wages	\$60,238.37	\$65,742.69	\$60,632.02	\$7,995.56	\$9,755.84	\$17,851.84	\$17,851.84	\$17,851.84	\$31,634.46	\$35,379.52	\$42,556.75	\$44,825.33
Payroll Taxes	\$7,330.01	\$7,364.57	\$6,114.82	\$2,938.69	\$633.15	\$1,158.58	\$1,158.58	\$1,158.58	\$2,954.38	\$3,307.75	\$3,988.65	\$4,173.17
Workmen's Comp Insurance	\$3,195.27	\$3,423.55	\$3,158.75	\$1,570.55	\$435.11	\$796.19	\$796.19	\$796.19	\$3,078.10	\$1,717.72	\$2,067.55	\$2,183.81
Group Insurance	\$18,693.68	\$21,391.74	\$24,171.52	\$21,758.14	\$6,618.32	\$9,626.44	\$9,626.44	\$9,626.44	\$11,689.95	\$10,246.66	\$9,187.12	\$16,184.75
Uniforms	\$0.00	\$0.00	\$33.14	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500.00	\$1,042.36	\$53.56	\$0.00
Insurance	\$10,192.72	\$10,528.22	\$12,482.92	\$10,192.72	\$12,482.92	\$12,482.92	\$12,482.92	\$12,482.92	\$12,482.92	\$12,482.92	\$12,482.92	\$12,482.92
Utilities	\$985.52	\$1,059.36	\$1,134.59	\$864.14	\$1,134.59	\$1,134.59	\$1,134.59	\$1,134.59	\$1,134.59	\$1,134.59	\$1,134.59	\$1,134.59
Maintenance/Supplies	\$2,038.55	\$1,857.11	\$361.63	\$379.91	\$500.00	\$500.00	\$500.00	\$500.00	\$700.00	\$814.71	\$999.45	\$1,884.08
Parking Tags/Tickets	\$421.21	\$623.90	\$181.09	\$181.09	\$181.09	\$181.09	\$181.09	\$181.09	\$181.09	\$181.09	\$181.09	\$181.09
Professional Services	\$4,573.90	\$4,553.97	\$4,553.97	\$4,628.04	\$4,553.97	\$4,553.97	\$4,553.97	\$4,553.97	\$4,553.97	\$4,553.97	\$4,553.97	\$4,553.97
Office Supplies	\$640.83	\$80.83	\$678.12	\$0.00	\$300.00	\$300.00	\$300.00	\$300.00	\$500.00	\$500.00	\$500.00	\$500.00
Operating Cost - Vehicles	\$381.87	\$404.49	\$444.85	\$349.25	\$333.85	\$333.85	\$333.85	\$333.85	\$333.85	\$382.50	\$382.50	\$467.89
Pass Cards	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Employee Appreciation	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$300.00
Credit Card Fees	\$13,128.96	\$11,713.61	\$10,159.85	\$7,199.28	\$0.00	\$0.00	\$0.00	\$0.00	\$7,404.46	\$6,191.87	\$6,726.21	\$9,892.97
Bank Service Charges	\$68.09	\$65.79	\$65.34	\$67.77	\$20.00	\$20.00	\$20.00	\$20.00	\$36.50	\$32.11	\$34.00	\$49.18
Remote Management Services	\$7,265.00	\$7,265.00	\$7,265.00	\$7,265.00	\$7,265.00	\$7,265.00	\$7,265.00	\$7,265.00	\$7,265.00	\$7,265.00	\$7,265.00	\$7,265.00
Contingent Expenses	\$93.55	\$177.09	\$383.50	\$23.36	\$2,300.00	\$3,200.00	\$3,200.00	\$3,200.00	\$3,200.00	\$3,200.00	\$3,200.00	\$3,200.00
Management Incentive Fee	\$0.00	\$0.00	\$5,812.50	\$0.00	\$0.00	\$5,812.50	\$0.00	\$0.00	\$5,812.50	\$0.00	\$0.00	\$5,812.50
Fixed Management Fee	\$1,937.50	\$1,937.50	\$1,937.50	\$1,937.50	\$1,937.50	\$1,937.50	\$1,937.50	\$1,937.00	\$1,937.50	\$1,937.50	\$1,937.50	\$1,937.50
Total Operating Expenses	\$131,185.03	\$138,189.42	\$139,571.11	\$67,351.00	\$48,451.34	\$67,154.47	\$61,341.97	\$61,341.47	\$95,399.25	\$90,370.26	\$97,250.85	\$117,028.74
Profit/-Loss	\$245,660.98	\$277,935.59	\$253,444.25	-\$738.00	-\$48,451.34	-\$67,154.47	-\$61,341.97	-\$61,341.47	\$151,756.78	\$150,803.87	\$134,682.16	\$310,929.51

	January	February	March	April	May	June	July	August	September	October	November	December
2019 Revenue	\$446,374.00	\$431,891.01	\$558,863.00	\$506,109.00	\$549,901.08	\$516,378.00	\$469,002.60	\$514,280.00	\$494,312.05	\$482,348.26	\$463,866.00	\$570,611.00
2019 Operating Expenses	\$140,643.86	\$125,129.16	\$132,469.79	\$142,472.87	\$173,887.92	\$140,326.29	\$134,734.27	\$133,290.87	\$202,565.49	\$146,395.31	\$157,376.59	\$140,610.94
2019 Profit/-Loss	\$305,730.14	\$306,761.85	\$426,393.21	\$363,636.13	\$376,013.16	\$376,051.71	\$334,268.33	\$380,989.13	\$291,746.56	\$338,952.95	\$306,489.41	\$430,000.06
Revenue Variance to LY	-\$69,527.99	-\$15,766.00	-\$165,847.64	-\$439,496.00	-\$549,901.08	-\$516,378.00	-\$469,002.60	-\$514,280.00	-\$247,156.02	-\$241,174.13	-\$231,933.00	-\$142,652.75
Operating Expenses Variance to LY	-\$9,458.83	\$13,060.26	\$7,101.32	-\$75,121.87	-\$125,436.58	-\$73,171.82	-\$73,392.30	-\$71,949.40	-\$107,166.24	-\$56,025.05	-\$60,125.75	-\$23,582.20
Profit/-Loss Variance to LY	-\$60,069.16	-\$28,826.26	-\$172,948.96	-\$364,374.13	-\$424,464.50	-\$443,206.18	-\$395,610.30	-\$442,330.60	-\$139,989.79	-\$188,149.08	-\$171,807.26	-\$119,070.55



MEMORANDUM

DATE: July 10, 2020

TO: Tiffany Gunter, Assistant City Manager
Advisory Parking Committee

FROM: Mark H. Clemence, Chief of Police

SUBJECT: Single Space Parking Meters – Upgrade to 4G Network Compatible Meters

INTRODUCTION:

On January 9, 2017 the City Commission approved the purchase of 1,277 single space Liberty “smart” parking meters from CivicSmart. These meters provided for a credit card payment option in addition to the existing payment methods - coin or pay-by-phone (Parkmobile). An equal number of vehicle detection sensors was purchased from CivicSmart at that time. The equipment was received in April of 2017. Installation of the parking meters was completed by May 2017 and the sensors were installed the following month.

Initial problems with the Liberty meters included battery drain and poor visibility due to the design of the parking meter housing domes. The domes were replaced with high visibility Lexan domes at no expense to the City. The battery drain issues were resolved with changes to meter programming, installation of additional gateways to enhance communications and newly engineered replacement batteries that were also provided to the City at no cost. The police department developed and implemented an aggressive preventative maintenance schedule that has greatly reduced low voltage and no communication meter issues that were prevalent when the meters were first installed. Our meter technicians employ the use of a “multimeter” to verify voltage before batteries are removed from charging units for deployment. In June of 2020, there were only 46 instances of low voltage battery replacements required and 31 occurrences of non-communicating (no-com) meters for the entire month. Most no-com meters are quickly repaired by either a battery swap or a meter reset. The low quantity of maintenance and repair occurrences is a vast improvement from the previous single space meter system which averaged approximately 15 maintenance and repair complaints (coin jams, etc.) per day. Additionally, quarterly battery replacements at all meters is no longer a maintenance burden with the CivicSmart meters.

In February of 2020 (the last month prior to the COVID pandemic) there were 129,018 payment transactions completed at parking meters in the City. During that same month, there were 90 reports of meter defects received by the police department. Of those 90 complaints received, 28 (31% of reported problems) were determined to be unfounded as the alleged meter defects could not be replicated by parking meter technicians. Out of 129,018 payment transactions completed, only 62 meter issues were identified and corrected in February 2020

CivicSmart Liberty meters operate on the 2G cellular data network. Birmingham's Liberty meters utilize the T-Mobile 2G network. In 2019, various cellular network providers announced the sunset of 2G and 3G networks. Although T-Mobile has not made a recent public announcement, it is anticipated that the 2G network controlling the City's Liberty parking meters will cease operation on or near December 31, 2020. The 3G network is also scheduled to be terminated in December of 2020 and it is expected that degradation in communications will occur as the networks and associated equipment are reduced and ultimately terminated. There is no guarantee of service past the network sunset dates. After the networks are decommissioned, the existing Liberty meters will no longer accept credit cards and Parkmobile payments will not be able to be displayed on the Liberty meters as wireless communications will come to an end.

BACKGROUND:

During the 2019-20 fiscal year, CivicSmart provided the City of Birmingham with (100) Liberty Next Generation (LNG) single space "smart" meters to be installed in order for parking meter maintenance staff to test and evaluate this equipment. The LNG meter is very similar to the Liberty meter in both design and operation. The differences in these two parking meter mechanisms include the following upgrades on the LNG meter: enhanced communications on 4G network to provide faster processing of credit card and Parkmobile payments, a redesigned screen angle which provides an easier to read display, greater control of display settings, reduced power consumption and improved electronics including more memory and processing power. From a maintenance perspective, the technician menu used by parking staff for programming and repairs is greatly improved on the LNG meter to provide more efficient operations due to increased speed at which the menus can be accessed. The LNG meters feature a better fit inside the parking meter housing to provide easier opening and therefore cause less stress (wear and tear) on the parking meter housing locks. These features have proven to enhance proficiency in parking meter maintenance, repair and collections. Upgrading to LNG meters creates no changes to integrations with vehicle detection sensors, gateways, Parkmobile payment processing, CivicSmart Parking Enterprise Management System (PEMS), Smarking and parking wayfinding applications.

We currently have 132 LNG meters installed throughout the City. The CivicSmart LNG meters have performed well in the City of Birmingham. The LNG meters have been reliable in terms of maintenance and repair. The LNG meters have also been consistent in the avoidance of jammed coins, similar to the Liberty mechanisms. LNG programming changes can be completed remotely without the required use of a data key to modify the software design of the meters for updates to rates, time limits, free parking or holiday messages, etc. Another benefit of the LNG meter compared to the Liberty model is the elimination of "dongles" as necessary hardware for the meter. A dongle is a device attached to a meter that facilitates wireless communications. With the Liberty model, the dongle enables the wireless pole mounted vehicle detection sensors to communicate with the meter. The dongle also enables the Parkmobile payment to "push" to the meter display. The LNG meter does not require the use of a dongle to enable these communications, thereby streamlining data transfer and eliminating a potential point of failure. Since the installation of the first LNG meters in September of 2019, the police department has returned only 7 LNG meters for warranty repair.

In May of 2020, the police department contacted (18) agencies currently using the CivicSmart Liberty Next Generation (LNG) single space meter. The agencies that were contacted included municipalities, universities, downtown development authorities and parking divisions. Four of the

organizations contacted were closed due to COVID-19 and messages were left for the contact persons. Synopses of the discussions with the (14) agencies are summarized in the attached report.

CivicSmart has provided us with an option to upgrade our Liberty meters to the LNG model at a cost of \$100.00 per meter. Currently there are 1,277 meter spaces in the City. The police department would like to purchase 1,150 LNG meters to complete the replacement of Liberty meters before the sunset of the 2G network. The requested quantity of LNG meters will prepare us for future growth should additional meter spaces be added to the parking system and will also provide for meters to be used as spares for replacements when needed.

The suggested retail value of the LNG meter is \$275.00. The Liberty trade in / LNG upgrade offer extended by CivicSmart provides a substantial cost saving opportunity to improve parking meter functionality while allowing the City to continue its use of the existing Parking Management Enterprise System (PEMS), vehicle detection sensors and CivicSmart AutoIssue software used by parking enforcement staff.

For comparison purposes, a quote was requested from IPS Group, another manufacturer of single space "smart meters." IPS Group participated in a "smart meter" trial in the City of Birmingham in 2016 and also submitted a previous bid to the City in 2016 during the bidding process when the CivicSmart Liberty meters were selected for purchase. The IPS bid in the amount of \$1,125,860 includes 1,300 single space parking meters, 1,300 vehicle detection sensors, a data management system, batteries, charging units, spare replacement parts, shipping and installation. This amount does not include handheld parking enforcement equipment or software which would also need to be replaced if the City were to switch parking meter vendors. Also not included in the IPS quote are fees associated with "smart meters" such as monthly data management charges, wireless connectivity fees, credit card processing costs and transaction fees charged by IPS for Parkmobile payments to appear on the meter display. The IPS M5 single space meter is priced at \$495.00 each – a price five times that of the proposed CivicSmart LNG upgrade.

LEGAL REVIEW:

The City Attorney has reviewed the attached quote.

FISCAL IMPACT:

This project was identified within the 2020-21 fiscal year Automobile Parking System Fund capital outlay budget. The total cost for the upgrade to 1,150 CivicSmart LNG single space parking meters including one year warranty is \$115,000. Sufficient funds are available in Automobile Parking System Fund capital outlay parking meters account # 101-301.002-971.0200 to provide for this purchase.

SUMMARY:

The police department recommends approving the purchase of (1,150) LNG single space parking meters from CivicSmart (equipment manufacturer and sole source vendor) in the amount of \$115,000.00.

ATTACHMENTS:

1. CivicSmart LNG Meter Upgrade Price Quote

2. CivicSmart Liberty "smart meter" staff report from the January 6, 2017 City Commission meeting agenda
3. CivicSmart LNG Customer Report
4. IPS Group Price Quote

SUGGESTED RECOMMENDATION:

To waive the competitive bidding process and approve the purchase of (1,150) LNG single space meters from CivicSmart, Inc., a sole source vendor; further charging this expenditure in the amount of \$115,000.00 to the Automobile Parking System Fund capital outlay parking meters account # 101-301.002-971.0200.

Modem LNG Meter Upgrade Quote

Duncan Parking Technologies, Inc.



Prepared for: Birmingham
Quote ID: 19 12 02 601t
Sales Rep: Jeff Rock

Ship-to Region: MI
Prepared Date: 12/5/2019
Expiry Date: 10/1/2020

Product ID	Description	Unit Price	Qty	Extended Price
1. Single Space Meter				
SSM-LNG	Upgrade to 4g with LNG. Need old Liberty mechs from Birmingham- (not included- battery, dome or retainer- already have)	\$ 111.11	1150	\$ 127,776.50
OT - DIS	One-Time Loyal Customer Discount	\$ (12,776.50)	1	\$ (12,776.50)
Subtotal				\$ 115,000.00
2. Freight				
FRGHT	Freight/Shipping for Lot (actual shipping and handling to be added to the final invoice).	TBD	1	TBD
Subtotal				TBD
Grand Total:				\$ 115,000.00

3. Additional Requirements

Sales Tax, if applicable, has not been included

Equipment is covered by a 1-year standard manufacturer's warranty.

Shipping Terms FOB Origin. Freight is not included in the above pricing. Freight will be prepaid and added to the invoice.

Ship date approx. 8-12 weeks ARO. After we get in Liberty mechs from Birmingham

Payment terms: Net 30 Days

Customer will be invoiced upon delivery of equipment and monthly in advance for recurring wireless service fees.

Quotation does not include field installation. Customer is responsible for installation.

Additional service and transaction processing costs apply from third parties, including: Credit card gateway transaction and merchant fees. Customer is responsible for setting up credit card gateway compatible with Duncan credit card enabled meters. Contact your sales representative or project manager for additional details

Prices are subject to change in the event of new or increased costs of wireless communications and other third party vendor services.

Recurring prices are valid for the first full year of service and may be subject to change for subsequent contract terms.

Quotation subject to Duncan Parking Technologies, Inc. Standard Terms and Conditions. Please see attached.

Please Send Purchase Order To:

Duncan Parking Technologies, Inc.

Attn: Meigan Lindholm

PO BOX 2081

Milwaukee, WI 53201-2081

Ph: (414) 534-8066 Fax: (870) 741-6806

mlindholm@civicsmart.com

I hereby certify that the products and services referenced above have been requested and that by signing below I am confirming the order and agree to the terms and conditions presented in this quotation

Authorized Signature

Ellen DeView

Print or Type Name

edevew@bhamgov.org

Email Address

Bill To Address:

Birmingham Police Department

PO Box 3001

Birmingham, MI 48012

Att: Ellen DeView

Date

Staff & Services Coordinator

Print or Type Title

248-530-1869

Phone Number

Ship To Address:

Birmingham Police Department

151 Martin Street

Birmingham, MI 48009

Ship To Phone Number:

248-530-1869

Programming Contact Information Required:

Contact Name

Contact Phone Number

Contact Email

Duncan Parking Technologies, Inc. Standard Terms and Conditions
Revision 2012 05 21 1006

The terms and conditions contained herein (Terms) apply to the sale to any buyer (Buyer) of any products or services provided by Duncan Parking Technologies, Inc., a Delaware Corporation having a location at 633 West Wisconsin Avenue Suite 1600 Milwaukee, Wisconsin U.S.A. 53203, and any of its affiliates or subsidiaries (Seller). Buyer and Seller may be referred to herein individually as Party or collectively as Parties.

1. AGREEMENT. All sales are subject to, and expressly limited to, these Terms and any related order acknowledgement, quotation, specifications, releases, consignment, or other documents incorporated into these Terms by Seller. All different or additional terms or conditions proposed at any time in any form by Buyer are expressly rejected. The Parties agree that these Terms, and any relevant and mutually agreed purchase order, release, or quotation is incorporated herein; in total the Agreement. The Agreement constitutes the entire understanding between the Buyer and Seller regarding the products and services. Any change(s) to the Terms or the Agreement must be in writing and signed by duly authorized representatives of the Parties.

2. ORDERS AND ACCEPTANCE. Pricing and conditions of sale are stated on Seller's valid quotation or other estimate. All orders by Buyer must be placed by: (a) Buyer purchase order specifically referencing a valid Seller quotation or estimate number, or (b) Buyer execution and return to Seller of Seller's valid quotation, or (c) other acknowledgement and acceptance of Seller's quotation and these Terms by Buyer, in a form acceptable to Seller. Buyer agrees that all invoices will be paid in full in accordance with the Agreement. Buyer agrees that inspection of products or services shall occur within three (3) business days of delivery of products or services and that any notification of non-acceptance for any reason shall be made by Buyer to Seller in writing within five (5) business days of delivery of products or services. Notwithstanding any other term or condition herein, Buyer agrees that final acceptance of products or services occurs immediately upon use of such product or service or on the sixth (6th) business day after receipt of such goods or services, whichever occurs first.

3. SPECIFICATIONS. All specifications, descriptions, brochures, drawings, instructions, manuals or other information applicable to products or services hereunder are provided 'as is' and are subject to change at any time at the sole discretion of Seller.

4. INVOICES AND PAYMENT. Provided Seller has granted approval for credit to Seller and such approval has not been suspended or revoked, payment is due net thirty (30) days from date of invoice unless otherwise specified by Seller in quotation. Seller reserves the right to assess late fees on overdue payments at a rate of 1 1/2% per month on the outstanding balance or the maximum rate allowed by law. Seller reserves the right to change payment terms, credit status or to withhold shipment at any time if, in Seller's sole opinion, Buyer's financial condition has changed or is at risk or Seller's relationship with Buyer warrants such change. All payments by Buyer to Seller shall be in U.S. dollars. If Buyer has arranged third party financing where payment is issued to Seller by a party other than Buyer, payment in full is due immediately upon Seller invoice.

5. SHIPPING AND DELIVERY. Delivery dates are estimates based upon manufacturing capacities and normal shipping times at the time of estimate. Seller is not responsible for any delays or costs or expenses associated with delays in shipping or delivery. Shipping is Ex Works Seller's dock unless otherwise specified in the Agreement. Buyer bears all risk of damage or loss in transit.

6. PRODUCT OR SERVICE CHANGES. Seller reserves the right to make changes in products or services that do not adversely affect form, fit or function. Any change in price shall require approval by Buyer. All changes requested by Buyer in the process or design of products or services are subject to written approval by Seller and to reasonable changes in delivery and price at Seller's sole discretion. Cancellation charges will be assessed on orders or shipments rescheduled greater than eight (8) weeks later than original order or ship date.

7. PRODUCT OR SERVICE LIMITED WARRANTY. (a) Seller warrants that new, unused products are free from defects in material and workmanship for a period of twelve (12) calendar months from date of shipment. (b) Seller warrants that used or refurbished products are free from defects in material and workmanship for a period of ninety (90) calendar days from date of shipment. (c) Seller's liability is limited to repair, replacement or refund, at Seller's sole discretion, for any product determined by Seller to be defective under normal use, wear and maintenance. Products must be shipped at Buyer's expense and risk of loss to Seller's location within the warranty period and in compliance with current warranty requirements. (d) All warranty claims must be made in writing during the warranty period. (e) Seller, at its sole discretion, reserves the right to reject any claim it determines not covered by warranty. (f) Prior to Buyer's return of products or services, Buyer must obtain a 'return merchandise authorization' (RMA) in compliance with Seller's procedure. (g) Seller assumes no liability for results from the use of any products or services including risk or liability for damages resulting from the abuse, misuse, loss, extreme weather, environmental conditions, or improper use, including, but not limited to, damages resulting from unsuitability of any product for use with or in any unapproved product or assembly. **NO ADVICE OR RECOMMENDATION MADE OR GIVEN BY SELLER CONSTITUTES ANY ADDITIONAL OR DIFFERENT WARRANTY THAN EXPRESSLY STATED HEREIN. THIS LIMITED WARRANTY CONSTITUTES SELLER'S SOLE WARRANTY TO BUYER. SELLER MAKES NO OTHER WARRANTY OF ANY KIND, STATUTORY, EXPRESS OR IMPLIED, WRITTEN OR ORAL, AND EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR FREEDOM FROM PATENT INFRINGEMENT.**

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9. LIMITATION OF LIABILITY. Seller is not liable for any costs, expenses, losses, or damages of any kind including but not limited to special, incidental, consequential, indirect or direct, loss of profits or revenue, loss of use of any kind, replacement, loss of data, recreating data or substitute programs or any other costs.

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10. SELLER'S REMEDIES. (a) Seller may, at any time and in its sole discretion, delay or cancel shipment of products or discontinue services where; (i) If Buyer fails to fulfill the terms of payment for any shipment, or (ii) Seller determines that Buyer's ability to pay or meet other obligations under the Terms of the Agreement or any other agreement has changed, or (iii) should Seller at any time determine conditions do not warrant shipment based on the Terms, or (iv) Seller may demand cash or payment of satisfactory security with respect to all or part of the order, have the right to change the terms of payment, withdraw credit privileges, or defer or discontinue final shipment, or cancel the order pursuant to the provisions of Paragraph 11. Seller may also withhold shipments on any other order of Buyer upon failure to pay any order as due. (b) Should Seller find it necessary to obtain assistance in collecting any past due balance, Buyer agrees to pay all reasonable attorney fees, collection fees and/or court costs allowable by law. (c) Buyer hereby grants to Seller a security interest in all products or services purchased hereunder to secure payment of the full invoice price thereof, any late charges, and all expenditures by Seller for taxes, insurance, repairs and maintenance of the products or services purchased and all loss and expenses incurred by Seller in the collection of the foregoing sums. (d) If Buyer fails to make any payment as due, or if a receiver shall be appointed for Buyer, or if Buyer shall make an assignment for the benefit of creditors, or if a petition in bankruptcy shall be filed by or against Buyer, then Buyer is considered in material breach of the Agreement and Seller is entitled to all remedies and rights as a secured party under the Wisconsin Uniform Commercial Code. In addition, Seller may declare all amounts owing from Buyer immediately due and payable and may enter, without legal process, on the premises where the products or services are located and repossess the same, and thereafter hold the same absolutely free from all claims of Buyer. Buyer hereby waives all claims and rights of action for trespass or damages by reason of such entry, possession and removal. Seller may exercise all or any of the above remedies in addition to and not in lieu of any other remedy at law or equity to which Seller is otherwise entitled.

11. PATENTS, TRADEMARKS, COPYRIGHTS, OWNERSHIP. All intellectual property, including, but not limited to, patentable inventions, patentable plans, copyrightable works, mask works, trademarks, service marks and trade secrets invented, developed, created or discovered in the performance of the Agreement are the property of the Party that so invented, developed, created or discovered such intellectual property. For any non-hosted, stand-alone system, Buyer acknowledges and agrees that in the event Buyer elects to dispose of the system, or any portion thereof, in any way without the express written consent of Seller, the Agreement automatically and immediately terminates without notice. Firmware and software are proprietary products of Seller or third parties and are protected under United States copyright laws. Software provided for installation on personal computers or server systems may be copied for archival purposes only and may not be used on multiple central processing units (CPUs) concurrently than licensed. No license under any patents, copyrights, trademarks, mask works, trade secrets or other intellectual property of Seller is granted or implied unless expressly granted in writing by Seller.

12. INDEMNIFICATION. Seller agrees to protect, defend, hold harmless and indemnify Buyer and any successors and assigns from and against any claims, damages, losses, and expenses arising out of any (a) actual or alleged infringement of any patent, trademark, copyright or unfair competition by reason of the manufacture, use or sale of any products or services under the Agreement, or (b) actual or alleged death or injury to any person, damage to property or any other damage or loss suffered due to defect in products or services or breach of warranty, contract, or negligence. Notwithstanding anything in the Agreement, at its sole option Seller will defend or settle any action brought against Buyer to the extent the action is based on claims that Seller's product infringes any U.S. patent or U.S. copyright. Seller will pay damages and costs finally awarded against Buyer on such claim, provided however, that in lieu of such defense or payments, Seller may at its sole discretion (i) procure for Buyer the right to license or continue using infringing products, or (ii) replace or modify such products so that they become non-infringing, or (iii) refund to Buyer price actually paid by Buyer for infringing products less reasonable amount for use, wear, tear, damage, or obsolescence, or (iv) substitute reasonably suitable non-infringing product for the infringing product. Seller's obligations under this section are expressly conditioned upon Buyer's prompt written notification to Seller of existence or threat of such action, and Seller's sole control over defense and settlement of any action with all required assistance of Buyer. Where applicable state law disallows any or all of the foregoing indemnifications of Seller by Buyer; both Buyer and Seller hereby waive such indemnifications, only to the extent disallowed, as if such law were applicable to both Parties.

13. FORCE MAJEURE. Neither Party shall be responsible for any delay or failure in performance due to unforeseen circumstances or events beyond its reasonable control including but not limited to acts of God, war, terror, riot, embargoes, civil or military acts, fire, flood, storms, accidents, labor strikes, or shortages of food, fuel, energy, labor or materials. The non-performing Party shall make all reasonable efforts to notify the other as soon as possible of the circumstances and expected duration of non-performance.

14. LICENSE, OWNERSHIP AND INTELLECTUAL PROPERTY. No license under any patents, copyrights, trademarks, mask works, trade secrets or other intellectual property of Seller is granted to Buyer, or implied by the disclosure of any information hereunder except that Buyer shall have a non-exclusive, non-transferable, revocable license to use products and services provided by Seller. Products and services shall not be copied, reproduced, reverse engineered, shared, archived, published, licensed, misused, modified, or used for any purpose other than provided in the Agreement. **SELLER IS NOT RESPONSIBLE FOR INSTALLATION, REPAIR, MAINTENANCE OR ANY TYPE OF**

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15. DELAYS. If a specific shipping date is not agreed in writing between the Parties, Seller is not liable for any loss or damages resulting from any actual or alleged delays.

16. EXPERIMENTAL SALES OR PRODUCT/SERVICE EVALUATIONS. In the event the products or services or any portion thereof furnished to Buyer are identified as "prototypes", "samples", "for approval", "on consignment", "for trial", "for evaluation", or similar terms, Buyer agrees that such material or information is subject to terms of separate agreement, is confidential, and Buyer is liable for any disclosure of such agreement, material or information other than to the minimum number its own employees required for evaluation.

17. RETURNS. Returned materials will not be accepted unless authorization has been given by Seller. Seller will provide Buyer with a return merchandise authorization (RMA) number. Authorized returns must be received at Seller's dock within thirty (30) days of the date RMA number was issued. RMA number must be marked on the outside of each package returned or return risks delay or refusal at Seller facility. Any repair, replacement or other accommodation to Buyer is made solely at Seller's discretion.

18. CANCELLATION OR TERMINATION. No order once accepted by Seller can be cancelled by Buyer without Seller's written consent and only upon payment to Seller of all related losses and expenses. Seller may cancel Buyer's order if (a) Buyer's payments are in default on this or any other order, or Buyer breaches any material provision of the Agreement or any other agreement between the Parties, (b) substantial changes occur in the availability of raw materials or components provided by third party vendors, (c) events beyond Seller's reasonable control make it impossible to assure shipment, (d) Buyer becomes insolvent or is the subject of the filing of a bankruptcy petition, or makes an assignment for the benefit of creditors or fails to pay its debts as they come due, (e) Seller has reasonable belief that Buyer is insolvent or will not pay in accordance with the terms herein.

19. TAXES. All applicable state and local taxes including, but not limited to, use, occupation, privilege, excise, rental and sales taxes shall be in addition to purchase price and shall be paid by Buyer to Seller or in lieu thereof Buyer shall provide Seller with a tax exemption certificate acceptable to all applicable taxing authorities. This obligation shall survive Buyer's payment.

20. WAIVER. The failure of either Party at any time to enforce or insist upon any obligation or right herein or to exercise any right under the Agreement shall not be construed as a waiver of any other right, obligation, terms or conditions nor of the future performance under the Agreement or the future exercise of any such rights.

21. AGENCY AND THIRD PARTY RIGHTS. Buyer and Seller are independent contracting Parties and nothing in the Agreement makes either Party the agent or legal representative of the other for any purpose whatsoever, nor does it grant either Party any authority to assume or to create any obligation on behalf of or in the name of the other. The Agreement does not create any relationship of agency, partnership or joint venture between the Parties. Nothing in the Agreement gives either Party the right to use any corporate names, trademarks or trade names of any other Party. The disclosure of confidential information, if any, does not constitute a representation, warranty, assurance, guaranty or inducement with respect to infringement of any rights of third parties.

22. COMPLIANCE WITH LAWS. Seller complies with the provisions of Executive Order 11246 dated September 24, 1965, as amended providing in part that employers will not discriminate against any employee or applicant for employment because race, color, religion, sex, or national origin; and, that employer will take affirmative action to ensure that Equal Employment Opportunity is implemented in employment, upgrading, promotion, or transfer; recruitment, layoff, termination, compensation or selection for training including apprenticeship. All other applicable provisions or language of the Rules and Regulations are incorporated herein by reference including the affirmative action clauses regarding disabled veterans and veterans of the Vietnam Era, and handicapped workers.

23. GOVERNING LAW. These Terms are governed by the laws of the State of Wisconsin, except where applicable state law disallows Buyer from being bound by the laws of the State of Wisconsin then the laws of the state of Buyer's physical location shall govern, however in any case without regard to any conflicts of laws principles and without regard to the U.N. Convention on Contracts for the International Sale of Goods.

24. MISCELLANEOUS. (a) Headings are for convenience of reference only and do not affect or limit the meaning of the provisions themselves. (b) Clerical errors are subject to correction without notification or Buyer acceptance of such changes. (c) No part of the Agreement or any cause of action or dispute arising under it may be assigned or subcontracted without the prior written approval of Seller. (d) Buyer may not 'set-off' or reduce any amounts owed hereunder, or any indebtedness or any other claim Buyer or Buyer's affiliated or related companies may have against Seller, or its affiliated or related companies, under the Agreement or any other agreement(s) between the Buyer and Seller. (e) If any Term of the Agreement is found by a court of competent jurisdiction to be invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such Term is deemed reformed or deleted, as the case may be, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule. All remaining provisions of the Agreement remain in full force and effect. In such case the Parties agree to replace the unenforceable or invalid Term with language that meets the original intent. (f) Any controversy arising from or relating to the Terms or the Agreement that cannot be settled by top management of the Parties shall be submitted to arbitration under the rules of the American Arbitration Association at the request of either Party. (g) Buyer is responsible for final disposal of product including all costs and compliance with laws related to such disposal. (h) Buyer shall comply with all applicable export regulations and requirements and shall not export or re-export, directly or indirectly, any technical data, process data, product data or other data to any country to which such export is restricted or prohibited by applicable law. (i) The Agreement is effective on the date Seller's quotation or estimate is executed by Buyer, or Buyer's purchase order or other order is accepted by Seller either in writing or through execution of work against such order. Any executed copy is deemed an original.

DATE: December 28, 2016

TO: Joseph A. Valentine, City Manager

FROM: Mark H. Clemence, Chief of Police

SUBJECT: CivicSmart Parking Meter and Vehicle Detection Sensor Purchase

In April 2016, staff began to reexamine on-street parking technologies in anticipation of the 2017 Old Woodward repaving project. The police department was tasked with examining various parking technologies including the following four systems: traditional (coin operated), smart meters (credit card enabled), multi-space (pay stations) and zone parking.

With contemporary meter technology (multi-space / smart meters), parking mechanism faults are instantly reported via management system support software – jammed meters and dead batteries can be repaired or replaced instantly resulting in less downtime per meter space providing potential for increased revenues due to fewer broken meters. Units run on solar power and are easily programmed for rate and time limit changes. Internet based meter management for repairs, audits, space monitoring, maintenance logs, inventory, etc. is greatly enhanced over administration of traditional parking meter mechanisms such as our existing system. Multi-space and single space smart meters share common advantages. In regards to technology, there is no distinct advantage between multi-space and single space smart meters. Traditional meters, while reliable, do not provide any of the advantages offered by modern technology.

MULTI-SPACE PAY STATIONS

Multi-space kiosks were evaluated with the consideration that streetscape aesthetics may improve with this type of on-street parking design. However, due to the need to identify parking spaces with zone and space numbers, current meter posts would remain in use. Although individual meter housings and mechanisms would be removed, the multi-space kiosks would be added resulting in additional streetscape design concerns. Multi-space kiosks also include significant loss of traffic control flexibility. Currently when very large areas or even single parking meter spaces need to be reserved for valet operations, special events and construction projects, meter bags are a convenient and effective way to prevent vehicles from parking at select spots. With multi-spaces kiosks, reserving spaces would require the use of barricades, traffic cones or barrier tape which are easily moved by parkers not authorized for those locations. Throughout staff discussions with parking equipment vendors, various problems associated with multi-space meters were identified by numerous dealers. Multi-space pay station drawbacks include:

- Motorists have to walk too far to pay for parking (a particular problem in winter months or during inclement weather)
- Wayfinding signage and kiosk directions increase motorist frustrations
- If one kiosk is out of service – all spaces in the area remain unpaid or motorists must walk even further to pay for parking
- Sometimes the closest kiosk is across the street, prompting the motorist to cross the road to pay

- Repairs are more expensive than single space meters
- ADA / handicap parking compliancy issues
- Enforcement activity is more complicated
- User errors – wrong parking space number or license plate number entered results in ticket
- Complex multi-space meters are not as user friendly and easy to operate as single space meters

Staff conducted meetings and discussions with industry leading multi-space pay station and smart parking meter vendors (IPS Group, Mackay Meters, CivicSmart, and Traffic & Safety Systems). Also, staff spoke with representatives from several area communities (Rochester, Royal Oak, Ferndale, Grand Rapids, Detroit, East Lansing, and Ann Arbor) regarding their experiences with various parking equipment.

ZONE PARKING

Following the multi-space research, staff reviewed zone parking to review the advantages and disadvantages of implementing zone parking in the City of Birmingham. Zone parking allows a person to pay for parking within a specific zone. The vehicle has the ability to move, within that zone, as long as time remains on their parking session. Payment for this type of parking can be made at centrally located pay stations using a pay by plate method. Vendors (CivicSmart, Traffic & Safety Systems, IPS, Genetec) who provide parking systems and municipalities (Ann Arbor, Traverse City, Detroit, Michigan State University, Toledo, Windsor, Greenwich CT, Rochester NY, Palo Alto, CA, and Aspen CO) using both standalone meters and pay stations were contacted for review.

The perceived advantage of zone parking is the elimination of posts and signs identifying parking spaces. Disadvantages of zone parking include:

- Walking to a pay station and possibly waiting to pay
- Inconvenience to patrons parking with disability placards
- Zone parking requires multiple signs per block, giving the location of the pay station and identifying the parking zone
- On-street parking restrictions would require blocking parking spots with barricades, cones and barrier tape
- Zone parking requires pay stations and license plate recognition (LPR) equipment. Several LPR vendors, including Genetec, admit LPR accuracy is only about 95%, requiring a separate device for verification
- LPR forces parking enforcement assistants off the sidewalk and into vehicles. Parking enforcement officers are a great public relations tool having daily contact with business owners and patrons of the city
- LPRs create an additional cost to enforce parking and there is substantial cost estimated at \$110,000 to equip our two parking jeeps with LPR cameras
- Should LPR equipment fail, motorized parking enforcement ceases until the vehicle equipment is repaired
- Zone parking requires 100% accuracy when patrons enter license plate information into the kiosk – any error will result in a parking citation being issued
- Pay station outages create a large revenue loss now that multiple spots are affected

SINGLE SPACE SMART METERS

Single space credit card meters are conveniently located for parkers, feature the same advantages of multi-space meters plus vehicle detection sensor technology not available with multi-space meters or zone, incorporate easier and cheaper repairs and offer streamlined enforcement tools. If one unit is out

of service, revenues and enforcement for the adjacent spaces are not affected. Traffic control at single space parking meters is achieved efficiently with the use of parking meter bags – no barricades, cones, or barrier tape needed. The lone disadvantage of single space meters is that there is no streetscape improvement.

COSTS:

An examination of the costs between single space smart meters and multi-space / zone parking show a distinct cost advantage for smart meters as demonstrated in the below chart:

VENDOR	# METERS	PRICE PER	PURCHASE PRICE	ANNUAL MAINT	5 YR MAINT COST	TOTAL 5 YR COST
SINGLE SPACE:						
CIVICSMART	1,277	\$355.50	\$787,270.50	\$75,853.80	\$379,269.00	\$1,242,393
MULTI SPACE (LUKE):						
TRAFFIC & SAFETY ZONE PARKING:	153	\$8,500	\$1,300,500 \$1,410,500	\$119,340 INC	\$596,700 INC	\$2,607,120 \$2,717,120

SUMMARY – NEW PARKING METER TECHNOLOGIES

At the June 15 Advisory Parking Committee meeting, multi-space and zone parking technologies were discussed. At that meeting, after consideration of all of the above, the Advisory Parking Committee determined a new parking meter payment system is warranted and the best solution for is single space smart parking meters (with vehicle detection sensors) as opposed to multi-space pay stations or zone parking. Also at the June 15 APC meeting the committee voted to approve a trial of single space parking meters manufactured by IPS and CivicSmart. Mackay Meters and POM. Inc. declined to participate in the trial.

TRIAL RESULTS

From August 1 – August 30, 2016 a 30 day trial of single space smart meters was conducted on Martin Street between Henrietta and Pierce. Mechanisms manufactured by two competing vendors as selected by the Advisory Parking Committee for the trial – the IPS Group M5 meter and the CivicSmart (Duncan Parking Technologies, Inc.) Liberty meter. Both meters feature coin and credit card payment options. The trial focused on the following criteria:

- Installation & system implementation
- Customer service provided by vendors
- Management reporting systems
- Parkmobile interface
- Interoperability with parking enforcement handheld computers
- Aesthetic design/streetscape
- Parking customer experiences and comments
- Meter design and functionality
- Collections/maintenance/repair operations
- Sensor technology

PRICE COMPARISON - CIVIC SMART / IPS

Quantity = 1,262 single space meters and sensors

ITEM	METER PURCHASE PRICE PER	METER PURCHASE PRICE TOTAL	SENSOR PURCHASE PRICE TOTAL	ANNUAL MAINT FEES METERS	ANNUAL MAINT FEES SENSORS	TOTAL ANNUAL MAINT COST	MAINT COSTS 5 YR TOTAL	TOTAL 5 YR COST
CAPITAL OUTLAY METERS:								
IPS GROUP *	\$455.00	\$574,210.00	\$315,500.00	\$121,152.00	\$53,004.00	\$174,156.00	\$870,780.00	\$1,760,490.00
CIVICSMART	\$355.50	\$448,641.00	\$329,382.00	\$74,962.80	\$40,888.80	\$115,851.60	\$579,258.00	\$1,357,281.00
COST DIFFERENCE	\$113.50 EACH	\$125,569.00	(\$13,882.00) / YR	\$46,189.20 / YR	\$12,115.20 / 5 YRS	\$58,304.40 / 5 YR		\$403,209.00
CAPITAL OUTLAY SENSORS:								
IPS SENSOR COST	\$250.00	\$315,500.00				\$315,500.00		
CIVICSMT SENSOR COST	\$261.00	\$329,382.00				\$329,382.00		
MAINTENANCE:	MONTHLY FEES PRICE PER	MONTHLY FEE TOTAL		ANNUAL FEES TOTAL COST				
IPS GROUP MAINT FEES	\$8.00	\$10,096.00		\$121,152.00 / YR		\$605,760.00 5 YRS		
CIVICSMART MAINT FEES	\$4.95	\$6,246.90		\$74,962.80 / YR		\$374,814.00 5 YRS		
IPS SENSOR FEES	\$3.50/MO	\$4,417.00 / MO		\$53,004.00 / YR		\$265,020.00		
CIVICSMT SENSOR FEES	\$2.70/MO	\$3,407.40 / MO		\$40,888.80 / YR		\$204,444.00		

CIVICSMART LIBERTY COSTS:

Capital Outlay Liberty Meters	\$355.50 x 1,262 meters = \$448,641.00
Capital Outlay CivicSmart Vehicle Detection Sensors	\$261.00 x 1,262 spaces = \$329,382.00
Capital Outlay Total	\$778,023.00

Annual Fees (Maintenance): includes CivicSmart PEMS management system *

\$4.95 per meter per month x 1,262 meters
\$6,246.90 per month
\$74,962.80 per year
\$374,814.00 (5 year meter fees total cost)

Annual Fees (Sensors):

\$2.70 per sensor per month x 1,262 meters
\$3,407.40 per month
\$40,888.80 per year
\$204,444.00 (5 year sensor fees total cost)

5 YEAR TOTAL COST CIVICSMART = \$1,357,281.00

IPS M5 COSTS:

Capital Outlay IPS M5 Meters	$\$455.00 \times 1,262 \text{ meters} = \$574,210.00$
Capital Outlay IPS Sensors	$\$250.00 \times 1,262 \text{ spaces} = \$315,500.00$
Capital Outlay Total	$\$889,710.00$

Annual Fees (Maintenance): includes IPS data management system *

$\$8.00 \text{ per meter per month} \times 1,262 \text{ meters}$
 $\$10,096 \text{ per month}$
 $\$121,152.00 \text{ per year}$
 $\$605,760 \text{ (5 year meter fees total cost)}$

Annual Fees (Sensors)

$\$3.50 \text{ per sensor per month} \times 1,262 \text{ meters}$
 $\$4,417.00 \text{ per month}$
 $\$53,004.00 \text{ per year}$
 $\$265,020.00 \text{ (5 year sensor fees total cost)}$

5 YEAR TOTAL COST IPS GROUP = \$1,760,490.00

* Original IPS maintenance charges were quoted at \$5.75 per month (plus \$.13 per transaction fee) per meter and adjusted by IPS on 09/08/16 to \$8.00 per month per meter (plus \$.06 per transaction fee) for final quote based on 30 day trial results.

CONCLUSION

Based upon the analysis of the trial criteria, the cost of both systems, feedback received from users of both systems and the independent advisory opinion of Mr. Andy Miller from Carl Walker, Inc. the APC voted at its October 26 meeting to select CivicSmart as the City's single space smart meter vendor.

OTHER – MONTHLY WIRELESS AND CREDIT CARD FEES

In addition to the purchase price of smart meter and sensor equipment, monthly fees apply for wireless connectivity, reporting system charges and maintenance as indicated in the above cost analysis chart. With the purchase of smart meters, there are three types of associated credit card fees: gateway charges, processing fees and interchange fees. Finance Director Mark Gerber has examined these fees and has determined that the City will absorb those costs.

Suggested Resolution A:

To accept the recommendation of the Advisory Parking Committee approving the purchase of 1,277 CivicSmart Liberty parking meters and vehicle sensors in the amount of \$787,270 for capital outlay and an additional \$586,143 for monthly maintenance and connectivity fees; further to charge these expenditures to Auto Parking System Fund account number 585-538.001-981.0100.

Suggested Resolution B (CREDIT CARD PROCESSING FEES):

To direct staff to offer a credit card payment option at the new CivicSmart Liberty parking meters, with all said card processing fees charged to the Auto Parking System Fund.

Duncan Parking Technologies, Inc. Liberty Single-Space Meter Quote (5 Year Budget)

Duncan Parking Technologies, Inc.
a  CivicSmart Company

Prepared for: Birmingham
Quote ID: 16 09 01 202c
Sales Rep: Jeff Rock/Brad Magee

Ship-to Region: MI
Prepared Date: 01/03/2017
Expiry Date: 02/02/2017

Product ID	Description	Unit Price	Qty	Extended Price
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1. Single Space Meters

SSM - LIBERTY	Duncan Liberty Single Space Electronic Mechanism w/ Credit Card Acceptance and Wireless Communication. Includes a modified dome retainer (for POM Housing)	\$ 395.00	1277	\$ 504,415.00
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Subtotal				\$ 504,415.00
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2. Single Space Sensors

SENS-SI	Duncan Si Vehicle Sensor (Pole mounted, integrated with Duncan Liberty Single Space meters). Includes Required Mounting Parts.	\$ 290.00	1277	\$ 370,330.00
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Subtotal				\$ 370,330.00
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3. Single Space Meter Services

PM - TRAIN	Project Management Includes customer-specific meter and back-office configuration (locations, numbering, hours, holidays, rates, coins, screens, credit card process, cell service, etc.), system testing & implementation. Remote PEMS Training session for City staff including, but not limited to meter technicians, meter collections, meter enforcement, finance department and management personnel. Field Installation is not included.		Flat Rate	Included
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Subtotal				Included
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4. Discounts

OT - DIS	One-Time Discount for Bundling the purchase of the Liberty Meters and/or Vehicle Sensors or Handhelds. 10% off on hardware.	\$ (87,474.50)	1	\$ (87,474.50)
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Subtotal				\$ (87,474.50)
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Grand Total:				\$ 787,270.50
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5. Liberty Monthly Fees

SSM - CC - WIRE	Monthly wireless PEM System fee per single space credit card meter - Does not include Credit Card Gateway Fees. Price is per meter/per month.	\$ 5.50	1277	\$ 7,023.50
OT - DIS	One-Time Discount on Monthly Recurring Fees for Bundling the purchase of the Liberty Meters and/or Vehicle Sensors or Handhelds. 10% off List Price.	\$ (702.35)	1	\$ (702.35)

Subtotal: Monthly Fees				\$ 6,321.15
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Subtotal for 1 Year				\$ 75,853.80
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Total For 5 Years				\$ 379,269.00
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6. Sensor Monthly Fees

SENS-SI-WIRE	Monthly Wireless Fee for CivicSmart Pole Mounted Si Vehicle Sensor (per sensor/per month)	\$ 3.00	1277	\$ 3,831.00
OT - DIS	One-Time Discount on Monthly Recurring Fees for Bundling the purchase of the Liberty Meters and/or Vehicle Sensors or Handhelds. 10% off List Price.	\$ (383.10)	1	\$ (383.10)

Subtotal: Monthly Fees				\$ 3,447.90
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Subtotal for 1 Year				\$ 41,374.80
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Total For 5 Years				\$ 206,874.00
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Grand Total for 5 Years (excludes Credit Card Fees):				\$ 1,373,413.50
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7. Credit Card Fees

OPT1 - CC - GTWY	Credit Card Gateway Fee (per transaction fee)			\$0.06 Per Credit Card Transaction
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Date/Time Printed: 01/03/2017 2:19 PM

Duncan Parking Technologies, Inc. Liberty Single-Space Meter Quote (5 Year Budget)

Duncan Parking Technologies, Inc.
 CivicSmart Company

Prepared for: Birmingham
Quote ID: 16 09 01 202c
Sales Rep: Jeff Rock/Brad Magee

Ship-to Region: MI
Prepared Date: 01/03/2017
Expiry Date: 02/02/2017

Product ID	Description	Unit Price	Qty	Extended Price
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8. Additional Requirements

Sales Tax, if applicable, has not been included
Equipment is covered by a 1-year standard manufacturer's warranty.
Shipping Terms FOB Origin. Shipping/Freight not included. Freight will be prepaid and added to the invoice.
Payment terms: Net 30 Days
Customer will be invoiced monthly in advance for recurring wireless service fees.
Quotation does not include field installation. Customer is responsible for installation.
Quotation subject to Duncan Parking Technologies, Inc. Standard Terms and Conditions. Please see attached.
Additional service and transaction processing costs apply from third parties, including: Credit card gateway transaction and merchant fees. Customer is responsible for setting up credit card gateway compatible with Duncan credit card enabled meters. Contact your sales representative or project manager for additional details
Prices are subject to change in the event of new or increased costs of wireless communications and other third party vendor services.
Recurring prices are valid for the first full year of service and may be subject to change for subsequent contract terms.

Please Send Purchase Order To:

Duncan Parking Technologies, Inc.
Attn: Meigan Lindholm
PO BOX 2081
Milwaukee, WI 53201-2081
Ph: (414) 534-8066 Fax: (870) 741-6806
mlindholm@civicsmart.com

I hereby certify that the products and services referenced above have been requested and that by signing below I am confirming the order and agree to the terms and conditions presented in this quotation

Authorized Signature

MARK H. CLEMENCE

Print or Type Name

edevew@bhamgov.org

Email Address

Bill To Address:

BIRMINGHAM POLICE DEPARTMENT

P.O. BOX 3001

BIRMINGHAM, MI 48012

Ship To Phone Number: (248) 530-1869

Programming Contact Information Required:

ELLEN DEVIEW

Contact Name

(248) 530-1869

Contact Phone Number

edevew@bhamgov.org

Contact Email

Date

CHIEF OF POLICE

Print or Type Title

(248) 530-1875

Phone Number

Ship To Address:

BIRMINGHAM POLICE DEPARTMENT

151 MARTIN STREET

BIRMINGHAM, MI 48009

DATE: October 21, 2016

TO: Advisory Parking Committee

FROM: Mark H. Clemence, Chief of Police

SUBJECT: Single Space "Smart" Meters – 30 Day Trial Report (REVISED)

Our current system for curbed and surface lot parking includes 1,262 mechanical (coin only) single space parking meters. Of the existing 1,262 parking meters, 817 spaces currently have a rate of \$1.00 per hour, and 445 spots are priced at \$.50 per hour.

An assessment of our existing parking meters confirmed that of the 1,262 installed meters, 989 of those units were manufactured prior to 2011. Our POM Inc. representative advised us in July of 2016 that mechanisms with a manufacture date prior to 2011 are now classified as obsolete, as repair parts are no longer available for those devices. According to the results of our meter analysis, 78% of our existing installed mechanisms are over five years old and therefore fall into the status of obsolescence. 18% (221) of our meters are over ten years old.

PARKING METER REVENUE SUMMARY:

DESCRIPTION	2014-15 ACTUAL	2015-16 ACTUAL
PARKMOBILE	109,800	147,450
LOT 6 – N. OLD WOODWARD	48,820	51,440
LOT 7 – SHAIN PARK	62,680	58,530
LOT 9 – PARK ST.	4,010	3,040
CURB	1,126,850	1,061,740
TOTAL *	1,352,160	1,322,200

* Note: revenues from Lot 6 permits, valet parking meter bags, and contractor/vendor parking meter bags are not included in this table.

From August 1 – August 30, 2016 a 30 day trial of single space smart meters was conducted on Martin Street between Henrietta and Pierce. Mechanisms manufactured by two competing vendors were selected by the Advisory Parking Committee for the trial – the IPS Group M5 meter and the CivicSmart (formerly known as Duncan Industries) Liberty meter. Both meters feature coin and credit card payment options.

IPS GROUP M5



CIVICSMART LIBERTY



For the 30 day trial, (15) IPS M5 meter mechanisms were installed on the existing meter poles on the north side of Martin between Pierce and Henrietta. (16) CivicSmart Liberty mechanisms were installed on the south side of Martin between Pierce and Henrietta. The north side of Martin had only (15) meters due to the Townhouse Bistro's outdoor dining patio utilizing one parking space.

SMART METER AND VEHICLE DETECTION SENSOR TECHNOLOGY

With smart meter technology, parking mechanism faults are instantly reported via management system support software – jammed meters and dead batteries can be repaired or replaced promptly, resulting in less downtime per meter space providing potential for increased revenues due to fewer broken meters. Units run on solar or harvested energy power and are easily programmed for rate and time limit changes. Internet based meter management for repairs, audits, space monitoring, maintenance logs, inventory, etc. is greatly enhanced over administration of traditional parking meter mechanisms such as our existing system. A number of these features were validated during the trial period.

Vehicle detection sensors provided by both IPS and CivicSmart were also evaluated during the 30 day trial period. The trial demonstrated that sensors indeed provided meter revenue increases when installed in conjunction with new smart meters. Wireless vehicle detection sensors provide real-time data with over 99% accuracy to detect vehicle occupancy in a specific space. This provides for heightened efficiency and productivity of metered parking operations. Also, the sensors provide reset options for metered spaces after a vehicle moves from its designated space – increasing revenues as unused time cannot be transferred to the next vehicle using the space. (Vehicle A pulls out of space, sensor resets meter to zero minutes, Vehicle B cannot use prior vehicle's unused time and must pay for parking). Vehicle sensors also can be used to prevent meter feeding – no extension of time limits past maximum are authorized. Also, sensors can integrate with wayfinding mobile phone apps used by motorists to find desired parking spaces. The IPS Group vehicle detection sensors are built into the dome of the M5 meter. The CivicSmart sensors are mounted to the top of meter pole below the parking meter housing.

In summary, the 30 day trial was very successful in allowing staff to evaluate the two different systems that were installed. A 19.42% increase in parking meter revenues was realized from use of smart parking meters and sensors during the trial period. For the three weeks prior to the start of the trial, weekly revenues in this block averaged \$1,362.30. For the last three weeks of the trial (first week omitted due to installation and vendor presence) weekly revenues averaged \$1,626.92 in the trial block for an average increase of \$264.62 per week. The extended use of parking meter bags for a utility project at two spaces on the south (CivicSmart) side for over a week had an adverse effect on revenues and therefore reduced the amount of increase that could have been realized. The revenue increase is attributed to credit card use and vehicle detection sensors zeroing out time which was resold to the next parking customer.

The following criteria were evaluated during the 30 day trial period:

INSTALLATION & SYSTEM IMPLEMENTATION

On August 1, IPS arrived with meters programmed for the wrong side of the street. Two installers from IPS were on site with no other representatives present to assist in correction of miscommunicated deployment. After significant delay, IPS techs installed a meter on the north side of Martin Street, as opposed to the south side that was originally assigned to IPS. The first installed IPS Meter was too tall for most parking customers to be able to read, as the IPS M5 installations for the trial also included lower housings, whereas the CivicSmart units replaced the existing mechanisms only. IPS techs were advised that the first installed meter was too tall for customers to be able to read the display and use the meter. Further, techs were advised that the only apparent option would be for IPS to shorten the

meter poles to allow for the M5 trial to continue. As the steel poles are also full of concrete, IPS techs were advised that cutting poles would not be an easy task. Additionally, IPS was advised that should they not be the successful vendor upon completion of the trial, installation of replacement poles (at IPS expense) may be required to revert the original housing/mechanism heights to a proper usable position. The first IPS meter was installed after 4:00 p.m.

CivicSmart adapted to the south side of the block in an efficient and professional manner. A team of two vice presidents, an operations manager, an engineer, and two technicians resulted in an excellent installation process which was very well coordinated. All meters were up and running in no time, and the sensors were installed in a similar manner. All CivicSmart staff returned the following day to continue checking accuracy of meter and sensor operations.

ADVANTAGE: CIVICSMART

CUSTOMER SERVICE PROVIDED BY VENDORS

CivicSmart provided custom printed meter decals for the (16) CivicSmart spaces. These decals were printed in Birmingham Green and included time limit, meter operation instructions, and advertised the (4) accepted credit card payment options (MC, Visa, AMEX, Discover). CivicSmart responded very quickly when asked to customize financial reports to meet the needs of the police department. CivicSmart also made changes regarding vehicle detection sensor activity in a minimal amount of time whereas IPS took over a week to complete the task. Most impressively, CivicSmart maintained a total commitment to the 30 day trial period. Each week CivicSmart sent a variety of representatives – vice presidents, sales associates, engineers, and technical support staff to monitor the functionality of the parking meters and sensors. The CivicSmart representatives traveled from Arizona, California, Illinois and Wisconsin which demonstrated strong devotion to the project.

ADVANTAGE: CIVICSMART

MANAGEMENT REPORTING SYSTEMS

The CivicSmart PEMS (Parking Enterprise Management System) is more user friendly and easier to negotiate than the reporting system offered by IPS Group. While both management systems seem satisfactory, the CivicSmart PEMS is preferred and included a very convenient dashboard application that was used for daily financial and maintenance reporting throughout the trial.

ADVANTAGE: CIVICSMART

PARKMOBILE INTERFACE

Parkmobile (PM) is currently available at all parking meters in the City. The growth of Parkmobile continues, with the following recent revenue increases noted:

Fiscal year 2014-15 PM revenues up 59.09% (\$40,693 increase) as compared to 2013-14.

Fiscal year 2015-16 PM revenue projections up 36.58% (\$40,170 increase) compared to 2014-15.

Parkmobile usage during the three months prior to the 30 day trial in this zone (Martin between Henrietta and Pierce) averaged 609 transactions per month (638 in May, 564 in June, 625 in July).

Our current parking meters are coin only with Parkmobile enabled at all spaces for a payment option. The CivicSmart and IPS meters are both Parkmobile compatible. When parking customers use

Parkmobile pay by phone app for parking, fees charged by Parkmobile range from \$.30-\$.43 for each transaction (amounts vary based upon membership type). The city pays no fees for Parkmobile use and receives 12 monthly direct deposits and one annual revenue sharing check which averages around \$3,000.00 per year (3% of Parkmobile transactions).

The CivicSmart parking meters provided an excellent interface to the Parkmobile system. Parkmobile payments were successfully pushed to the meter mechanism so that both customers and enforcement personnel could see the payment status on the meter. This interface is provided at no charge by CivicSmart. IPS could not push Parkmobile payments to the meter during the 30 day trial and indicated that there would be a \$.10 per transaction fee charged to the City should IPS become the successful vendor and that option was selected. Additionally, there was no integrated Parkmobile report available with the IPS system during the trial whereas the CivicSmart PEMS financial summary reports reveal that 11% of parking customers utilized Parkmobile as a payment option throughout the course of the 30 day trial. This data was not available from IPS Group, as only coin and credit card payments were differentiated in the IPS reports.

ADVANTAGE: CIVICSMART

INTEROPERABILITY WITH PARKING ENFORCEMENT HANDHELD COMPUTERS

In addition to system integration with Parkmobile and BS&A financial software, compatibility with the handheld computers used by parking enforcement assistants is a critical requirement for the police department. The 2016-17 fiscal year budget includes funding for the replacement of our existing Duncan AutoCite handhelds used by parking enforcement staff. Smart meter, sensor, and handheld purchases must be jointly evaluated so that all aspects of the parking system are mutually compatible and cost effective for the City. During the 30 day trial, representatives from CivicSmart demonstrated the proposed N5Print handheld budgeted for the current fiscal year. This device provides an excellent interface to allow parking officers to easily determine which spaces are occupied / expired and any other desired enforcement information. The N5Print handhelds also provide auto chalk (electronic time zone enforcement) functionality. The proposed enforcement computers provide a daily history by license plate (either manually entered by officer or photographed using the built in license plate recognition (LPR) reader on the handheld). The new handhelds could also be used to computerize our existing database of residential parking permits. As the proposed N5Print handhelds would run on our existing Duncan AutoIssue software, this is a very cost effective solution and there are no worries about compatibility with the city's financial processing system (BS&A). IPS Group did not offer parking enforcement computer systems or equipment prior to the trial but have recently indicated that an a citation app is in development.

ADVANTAGE: CIVICSMART

AESTHETIC DESIGN/STREETSCAPE

As the CivicSmart Liberty meters fit securely into our existing housings, it is a very cost effective and efficient device that offers not only expedited installations but also does not alter the existing design of streetscape elements. The IPS M5 meter currently does not fit into our existing housings which means that either a customized mounting bracket or different lower housing unit is required in order to utilize this meter. As the brackets were not available for the trial period, IPS had to shorten all of the meter posts located in their trial area, resulting in significant aesthetic changes. Other design concerns regarding IPS meters noted during the trial period were detected in the City of Royal Oak where significant peeling was noticed on a large number of meters. The entire top portion of several IPS housings were found to be flaking as the exterior skin is coming off the Royal Oak meters. The IPS

meters installed in Birmingham during the 30 day trial immediately began to exhibit problems including rust in multiple locations on the majority of the meters. The rust was apparent near the door and at other locations on the IPS meters.

ADVANTAGE: CIVICSMART

PARKING CUSTOMER EXPERIENCES AND COMMENTS:

Public feedback for the smart meter usage was encouraged throughout the 30 day trial period. Comment cards were placed at several offices in city hall to promote smart meter customers to comment on their experiences using the meters. Social, print, and electronic media were utilized to advertise the test period and to encourage customer use and feedback. Thirty-nine comment cards were turned in. Twenty-nine customers checked the "I LOVE THIS METER" box – 11 in favor of the IPS and 12 in favor of the CivicSmart, with the following comments noted:

"I prefer paying using the app - but the meter wasn't clearly marked" – CS user
"I use Parkmobile and prefer not to use the app" – CS user
"Use Parkmobile – best way to pay for parking" – IPS user
"I used coins it only gave me time when I used quarters. Didn't give me time for nickels or dimes" – CS user
"I put in \$.60 then the meter read no coins. Then I had to use a credit card for a min. of \$1.00 for 2 hrs. I only needed 10 min." – CS user
"We do not need to buy new meters - waste of \$500,000, existing ones are fine – IPS user
"I don't like meters" – no meter brand specified (black ink)
"I don't like meters" – no meter brand specified (blue ink)
"I tried both coins and a credit card and neither worked" – CS user
"Need designated H/cap spots" – CS user
"I put in 2 dimes & a nickel – it only gave me 3 minutes
"Didn't work! Takes dimes though..." – CS and IPS user
"Coins are being taken but not giving time" – IPS user
"Keep Parkmobile!" – user hated IPS loved CS and paid PM at CS
"Please keep coin payment as option on city meters. Most citizens I know (different age groups) want to keep a coin payment option."

ADVANTAGE: 52% CIVICSMART / 48% IPS

METER DESIGN AND FUNCTIONALITY

The CivicSmart Liberty meter offers several advantages including Parkmobile interface and proven compatibility with BS&A (the city's financial software). The meter has a high resolution LCD display and color coded payment buttons for convenience and overall ease of use. The Liberty is ADA compliant. The device fits securely into our existing housings and provides for coin, credit, debit, and pay by phone transactions. The Liberty meters connect wirelessly to the included Parking Enterprise Management System (PEMS) for maintenance and reporting. CivicSmart will soon offer a Lexan parking meter dome that will magnify the LCD display. The IPS M5 meter has a larger display that provides for better viewing of the expiration indicator and is preferred by the majority of parking enforcement assistants for easier detection of expired meters, but that benefit may come at the cost of battery consumption requiring significant continuing expenditures for replacements.

ADVANTAGE: DRAW

COLLECTIONS/MAINTENANCE/REPAIR OPERATIONS

The CivicSmart crew did an excellent job of initial training for maintenance and repair operations. CivicSmart collections were unchanged from usual procedures as the meters were installed in the existing housings. IPS had significant delays in arranging training for parking meter maintenance staff. The IPS meter collections took a lot longer to complete due to the lower housings that were used during the trial. Meter collection staff reports that collection times on Martin Street were 3 minutes for the

(16) CivicSmart meters and 20 minutes for the (15) IPS meters. The difference is in sealed can vs. open can / coin chute design. The coin cans in the IPS housings required a much longer amount of time for collections. Meter technicians also frequently noticed coins lodged in the IPS parking meter housing door and also coins that had fallen inside the meter and landed at the bottom of the mechanism instead of routing through to the coin can.

It should be noted that the City of Rochester has been using IPS meters for over two years and their maintenance employee is scheduled to travel to California in September for additional required training due to ongoing maintenance issues. This is of great concern as we employ two part time employees to collect, maintain, and repair meters and need these operations to be very efficiently completed. Chief Schettenhelm of Rochester PD stated that IPS customer service and maintenance has been intermittent due to changes with IPS personnel servicing their community.

ADVANTAGE: CIVICSMART

SENSOR TECHNOLOGY

CivicSmart sensors operate using radar technology. Essentially, an electronic fingerprint of a parked vehicle is generated and used to differentiate vehicles between parking sessions. The IPS Group sensors were not activated until August 15, and therefore the data was limited for comparison purposes including calculating increased revenues associated with resale of vacated parking spaces.

ADVANTAGE: CIVICSMART

PRICE

CIVICSMART LIBERTY COSTS:

Capital Outlay Liberty Meters	$\$355.50 \times 1,262 \text{ meters} = \$448,641.00$
Capital Outlay CivicSmart Vehicle Detection Sensors	$\$261.00 \times 1,262 \text{ spaces} = \$329,382.00$
Capital Outlay Total	$\$778,023.00$

Annual Fees (Maintenance): includes CivicSmart PEMS management system *	
	$\$4.95 \text{ per meter per month} \times 1,262 \text{ meters}$
	$\$6,246.90 \text{ per month}$
	$\$74,962.80 \text{ per year}$
	$\$374,814.00 \text{ (5 year meter fees total cost)}$

Annual Fees (Sensors):	
	$\$2.70 \text{ per sensor per month} \times 1,262 \text{ meters}$
	$\$3,407.40 \text{ per month}$
	$\$40,888.80 \text{ per year}$
	$\$204,444.00 \text{ (5 year sensor fees total cost)}$

5 YEAR TOTAL COST CIVICSMART = \$1,357,281.00

IPS M5 COSTS:

Capital Outlay IPS M5 Meters	$\$455.00 \times 1,262 \text{ meters} = \$574,210.00$
Capital Outlay IPS Sensors	$\$250.00 \times 1,262 \text{ spaces} = \$315,500.00$
Capital Outlay Total	$\$889,710.00$

Annual Fees (Maintenance): includes IPS data management system *

\$8.00 per meter per month x 1,262 meters
 \$10,096 per month
 \$121,152.00 per year
 \$605,760 (5 year meter fees total cost)

Annual Fees (Sensors)

\$3.50 per sensor per month x 1,262 meters
 \$4,417.00 per month
 \$53,004.00 per year
 \$265,020.00 (5 year sensor fees total cost)

5 YEAR TOTAL COST IPS GROUP = \$1,760,490.00

ITEM	METER PURCHASE PRICE PER	METER PURCHASE PRICE TOTAL	SENSOR PURCHASE PRICE TOTAL	ANNUAL MAINT FEES METERS	ANNUAL MAINT FEES SENSORS	TOTAL ANNUAL MAINT COST	MAINT COSTS 5 YR TOTAL	TOTAL 5 YR COST
CAPITAL OUTLAY METERS:								
IPS GROUP *	\$455.00	\$574,210.00	\$315,500.00	\$121,152.00	\$53,004.00	\$174,156.00	\$870,780.00	\$1,760,490.00
CIVICSMART	\$355.50	\$448,641.00	\$329,382.00	\$74,962.80	\$40,888.80	\$115,851.60	\$579,258.00	\$1,357,281.00
COST DIFFERENCE	\$113.50 EACH	\$125,569.00	(\$13,882.00) / YR	\$46,189.20 / YR	\$12,115.20 / 5 YRS	\$58,304.40 / 5 YR		\$403,209.00
CAPITAL OUTLAY SENSORS:								
IPS SENSOR COST	\$250.00	\$315,500.00				\$315,500.00		
CIVICSMT SENSOR COST	\$261.00	\$329,382.00				\$329,382.00		
MAINTENANCE:	MONTHLY FEES PRICE PER	MONTHLY FEE TOTAL		ANNUAL FEES TOTAL COST				
IPS GROUP MAINT FEES	\$8.00	\$10,096.00		\$121,152.00 / YR		\$605,760.00 5 YRS		
CIVICSMART MAINT FEES	\$4.95	\$6,246.90		\$74,962.80 / YR		\$374,814.00 5 YRS		
IPS SENSOR FEES	\$3.50/MO	\$4,417.00 / MO		\$53,004.00 / YR		\$265,020.00		
CIVICSMT SENSOR FEES	\$2.70/MO	\$3,407.40 / MO		\$40,888.80 / YR		\$204,444.00		

* Original IPS maintenance charges were quoted at \$5.75 per month (plus \$.13 per transaction fee) per meter and adjusted by IPS on 09/08/16 to \$8.00 per month per meter (plus \$.06 per transaction fee) for final quote based on 30 day trial results.

ADVANTAGE: CIVICSMART

It should be noted that the above estimates do not include the purchase of spare mechanisms. Acquisition of spares (3% of total spaces) would also be recommended at time of purchase.

This project was not identified for the 2016-17 or 2017-18 fiscal year budgets, but the costs could be offset by credit card fees being paid by parking customers, meter rate increases, and revenue increases

associated with credit card usage and vehicle detection sensors. During the 30 day trial the average per transaction amounts at CivicSmart meters were \$.71 for coin, \$1.45 credit card, and \$1.39 Parkmobile. Proceeding with the purchase of smart meters without either passing the credit card fees to the customer or implementing a parking meter rate increase would adversely affect the Automobile Parking System fund.

CREDIT CARD FEES AND REVENUE INCREASES

Smart meter credit card transaction fees vary by vendor. CivicSmart charges \$.06 per transaction, and IPS charges \$.13 per transaction. On September 8, IPS emailed final pricing which increased the monthly maintenance fees to \$8.00 per meter and reduced the credit card per transaction fees to \$.06 each. These per transaction charges are referred to as gateway fees and do not include credit card merchant processing fees. City staff has had several meetings with BankCard Services, a local credit card processing company which is independently operated and not affiliated with either IPS Group or CivicSmart. Mr. Mickael Gibrael, Vice president of Operations for BankCard Services has offered to act as the merchant of record for credit card processing should the City elect to implement smart meters. Credit card transactions at the new smart meters could be handled in similar fashion to the current Parkmobile system, whereby credit card fees are absorbed by the parking customer as opposed to the city paying those fees. The credit card parking rates would not exceed those charged by Parkmobile (average fee \$.43 per transaction). City Attorney Tim Currier stated that credit card transactions could be paid by the parking customer. Smart meter credit card payment revenue sharing is an additional option, similar to our Parkmobile agreement.

Based upon an evaluation of our current parking meter rates and after analyzing the CivicSmart (CS) meter and sensor data from the 30 day trial, CS Vice President Jeff Rock projected a return on investment (ROI) with credit cards amounting to a revenue increase of \$478,649 per year. Mr. Rock also estimates additional revenues associated with sensor use (resold time) in the amount of \$41,784. Increased citation revenues in the amount of \$86,462 are also projected as the capture rate should increase as vehicle detection sensors utilized in conjunction with new handheld enforcement computers could electronically locate violators and streamline enforcement activity. These revenue projections are based upon existing parking meter rates. Total increased parking revenues for credit card, sensors, and increased citations are projected by CivicSmart at \$606,895 for the first year.

Several smart meter vendors have stated that our existing parking meter rates of \$.50 and \$1.00 per hour are not conducive to smart meters as the fees associated with credit card transactions and processing are not supported by low parking rates. Passing along credit card fees to parking customers could support maintenance of the existing parking rates and also offset annual maintenance and sensor fees.

Based upon the results of the 30 day trial and considering the various criteria used to evaluate the two systems, the CivicSmart Liberty is the preferred solution for the police department should the City move forward with a purchase of smart meters. Benefits to our existing coin only / Parkmobile credit card payment include availability of real time data reflecting usage, meter repair/collection status, remote management, and automated rate and time limit adjustments. A combination of new CivicSmart meters and new handheld computers would provide parking enforcement assistants with current information regarding the status of expired meters throughout the city. New handhelds could be used to monitor and manage enforcement activity thereby increasing efficiency of parking enforcement operations.

CIVICSMART LIBERTY AND SENSOR REFERENCES

The following information was obtained by staff from telephone conversations with existing CivicSmart Liberty and or sensor users:

Chattanooga, TN Chattanooga Area Regional Transportation Authority (CARTA):

Parking Director Brent Matthews reports that CARTA has 600 Liberty meters installed and an additional 100 on order. CARTA is very happy with them. IPS was not selected as the credit card prices are too high. CARTA also uses Parkmobile and averages 600 PM transactions per day. CARTA pays the credit card processing fees, which turned out to be considerably more than they thought. However, Mr. Matthews stated that his agency has less money to collect due to credit card and PM usage, lower coin processing fees charged by the bank, and also less fees associated with armored car transfer of coins from CARTA office to bank. IPS filed multiple FOIA requests and initiated a lawsuit when that company was not the selected meter vendor. Mr. Matthews stated that CivicSmart resolves issues quickly. Battery issues from 2+ years ago have been corrected and there have been no new issues experienced.

City of El Paso, TX:

Assistant Director of International Bridges Paul Stresow confirmed that 1,590 Liberty meters and 400 vehicle sensors are currently installed with an additional 400 sensors on order. The system was implemented in 2012 and works very well according to Mr. Stresow, who likes the CivicSmart reporting capabilities as the reports are very helpful for maintenance and management staff for troubleshooting and revenue tracking. Currently El Paso has 3 full time maintenance staff (4 authorized) with plans to add a fifth employee to assist with the additional sensor installations as the increased responsibilities may require an extra employee. El Paso conducted a trial between IPS and (formerly) Duncan prior to the system implementation in 2012. The city requested bids and CivicSmart won the award. IPS Group protested the bid award. IPS provided El Paso with negative CivicSmart information regarding a purchase in Laredo. Upon investigation of the IPS claims, El Paso determined that many of the statements were not true. In response to IPS challenging the bid award, the El Paso purchasing department rejected all of the original bids and rebid the project. CivicSmart was again awarded the bid. Mr. Stresow reported that CivicSmart has been good, particularly since the company acquired Duncan. CivicSmart research and development has greatly improved and the customer service provided is also improved. Mr. Stresow was impressed that the CEO of CivicSmart paid a visit to the city of El Paso to make sure that they were happy with the products and delivery of service. El Paso pushes credit card fees to parking customers at a flat rate of \$.35 per transaction.

City of Iowa City, IA:

Operations Supervisor Mark Fay stated that Iowa City has 1,175 Liberty meters installed since 2013. These units were purchased from Duncan Parking Technologies prior to the CivicSmart acquisition of Duncan which occurred in 2015. Iowa City originally experienced growing pains with the Liberty meters compared to the old Duncan products and services. The big problem was batteries were dying out fast and they had to be replaced. The battery issues have since been resolved, as have modem communication issues and company changeover issues experienced after installation. Iowa City conducted a meter trial between IPS and Duncan during which there were coin issues associated with the IPS meters. An aggressive preventative maintenance program has resulted in a drastic change in battery performance as a recharging station is used 2-3 times per year to enhance battery life. Mr. Fay reports that the Liberty meters are satisfactory and he would purchase CivicSmart again.

City of Walnut Creek, CA

Traffic Control Supervisor Karlan Larson reported that Walnut Creek has 1,500 IPS meters and 18 vehicle detection sensors which were installed beginning in April 2010. 110 Liberty meters were installed in 2015. Mr. Larson stated that a former Walnut Creek manager signed a contract with IPS that had a clause referencing that for the duration of the contract only IPS meters could be installed at the 1,500 spaces where the IPS meters were in use. After installation of the IPS meters, exorbitant battery bills became a big problem. The IPS battery bills exceeded \$100,000 per year for replacements, as there is apparently a component in the battery that is in fact not rechargeable. This was demonstrated on a youtube.com "Hack in the Box" security conference video. Mr. Larson stated that there is a perceived "planned obsolescence" regarding the IPS batteries which put Walnut Creek in a "bind mode" during which the city is riding out the existing IPS contract which expires in January 2017. Walnut Creek was able to install the Liberty meters in 2015 for new spaces not included in the 1,500 spaces referenced in the IPS contract. Mr. Larson reports that after January when the IPS contract expires, Walnut Creek will proceed with replacing those units with Liberty meters. Mr. Larson stated that the selling point for the Liberty is that the CivicSmart product does the same work and the batteries are fully rechargeable. He also indicated that he likes the CivicSmart product as it is virtually "bulletproof".



MEMORANDUM

Police Department

DATE: August 29, 2016
TO: Mark Clemence, Chief of Police
FROM: Scott Grewe, Operations Commander
SUBJECT: Zone Parking

Writer has been asked to prepare a report regarding zone parking in Birmingham. The purpose of this report is to review the advantages and disadvantages of implementing zone parking in the City of Birmingham. Two previous reports reviewed by the Parking Advisory Committee discussed the use of single space meters and multi space pay stations.

Zone parking allows a person to pay for parking within a specific zone. The vehicle has the ability to move, within that zone, as long as time remains on their parking session. Payment for this type of parking can be made at centrally located pay stations using a pay by plate method. Vendors who provide parking systems and municipalities using both standalone meters and pay stations were contacted for review.

Vendor input/review

Civic Smart

Writer met with Vice President of Enforcement Sales, Jeff Rock. Mr. Rock stated Civic Smart is no longer selling pay stations to be used as pay by space and zone parking. He advised communities that used the pay stations with them had all switched back to standalone meters for four main reasons; convenience for the user, ease of maintenance, ease of enforcement and cost. Mr. Rock did not suggest zone parking for the same issues. Furthermore, he stated zone parking is the most difficult and costly to enforce. License plate recognition (LPR) equipment would be required to check for paid/unpaid vehicles. Mr. Rock estimated the cost of one LPR around \$60,000 to \$100,000.

Mr. Rock expressed concerns over pay stations and gave the following information.

1. Many people don't want to walk to a pay station and prefer the convenience of having a meter in front of their vehicle.
2. If a plate is entered incorrectly at a pay station, they will receive a ticket as the vehicle is not paid for. Administration would have difficulty attempting to confirm payment being the actual plate is not in the system.
3. Pay station outages create a large revenue loss now that multiple spots are affected.
4. Repairs to pay stations often cost well over \$1000 while one brand new meter is around \$400.
5. Pay stations do not show time remaining for a particular spot and should print receipts for the person to have a reference for expiration time. Extra maintenance

of printers in colder climates and refilling paper supply becomes labor intensive and costly.

Mr. Rock expressed that Civic Smart/Duncan got out of the pay station business because it was not effective. He stated communities reported a loss in revenue and eventually returned to standalone meters. He gave Chicago and Los Angeles as examples of cities that removed the majority of their pay stations to go back to meters. Mr. Rock was not aware of any communities in the area that use pay by zone.

Traffic and Safety

Writer spoke with Tom Neff, sales representative for Traffic and Safety. Mr. Neff stated that his company sells the Luke II Multi-space kiosk. He stated they do sell standalone meters but that they don't compare to the Luke II Multi-space. Mr. Neff stated that most of what he has seen is pay by space but believes pay by plate is the way to go. He advised Flint is currently using the pay by zone method and has reduced its parking enforcement staff as a result. Mr. Neff stated one person working in a vehicle with LPR is writing more tickets than three parking enforcement officers did in the past. He estimated the initial cost of one LPR set up to be \$45,000 to \$55,000 for a base set up. For a system that would "auto chalk" vehicles for time zone enforcement would be closer to \$70,000. He believed each additional camera set up would be around \$15,000 to \$20,000.

Mr. Neff stated the Luke II is very reliable and has very little down time. He said most problems are a five minute fix assuming spare parts are available. If not, parts can be overnighted keeping down time to 24 hours or less. He advised after initial set up there is very little maintenance. Mr. Neff stated with fewer units to service with multi-space kiosks the maintenance costs are also reduced. He stated there are fewer machines to empty coins from and maintain reducing labor costs.

Integrated Parking Solutions (IPS)

Writer met with Director of Regional Sales, Randy Lassner. Mr. Lassner stated IPS currently sells pay stations and meters. He advised that pay stations result in lost revenue and advised against them. He showed writer a picture he recently took of an elderly woman with a cane who he observed standing at the pay station for over three minutes. Mr. Lassner stated he observed people waiting in line to pay for their parking and one other that opted not to wait and left, leaving his vehicle parked unpaid.

Mr. Lassner stated he took this picture and showed writer because it displayed several of his concerns regarding pay stations. First, an elderly woman with a cane had to walk a distance to a pay station versus the convenience of a meter in front of her vehicle. Second, a defective pay station or a person having difficulty paying results in others waiting to pay and/or opting not to pay. Lastly, revenue was lost as people chose not to have to wait to use the pay station or did not want to walk the extra distance to a pay station and would rather risk getting a citation.

When asked about zone parking Mr. Lassner expressed the same concerns as Mr. Rock from Civic Smart. He advised the cost of enforcement on top of the other issues already mentioned with pay stations made it impractical. Mr. Lassner also stated the only way to enforce zone parking is with license plate recognition (LPR) equipment. He estimated the cost of one complete installation to be around \$60,000. Mr. Lassner also stated the LPR systems are not

always accurate and estimated they are good about 85% of the time. He stated enforcement is next to impossible if the LPR goes out of service for any reason. Mr. Lassner stated the only community he was aware of that used pay by zone was Detroit.

Genetec

Writer spoke with Shane Farrell, Inside sales for Automotive License Plate Systems, for Genetec. Mr. Farrell stated his company sells LPR systems and stated the University System is best suited for our parking needs. He stated the University System does parking enforcement with permits by license plates. He advised the systems uses mapping software to assign zones and rules for each zone. Mr. Farrell stated their equipment is accurate at least 95% of the time. He stated the system also does a "last chance look up" anytime a hit (unpaid vehicle) is found to check again for payment.

Mr. Farrell stated they system is permit driven. Basically, when time is purchased the vehicle then has a permit in the system to identify it as a paid vehicle for a specified length of time. When that time expires the permit is removed from the system and if the plate is read by their software it will alert the officer that it is an unpaid vehicle.

This system can be used to enforce residential permit zones. In residential zones permitted vehicles can be entered into the database on an annual basis. When an officer drives through a residential zone they will be alerted to vehicles parked in that zone that are not on the permitted list.

Mr. Farrell also advised the system has an "auto-chalk" function which requires an additional camera. The system will alert officers to vehicles that may be in violation of maximum time zones. The officer can use the auto chalk function to take an additional photo to mark the vehicle. This camera takes an enhanced photo of the vehicles wheel and specifically the valve stem. The officer can return to the area after the allotted zone time and if the vehicle is still parked take an additional enhanced photo of the wheel/valve stem for evidence and issue a citation for time limit violation.

Mr. Farrell also advised the system is able to identify Scofflaw vehicles and can also connect to NCIC for stolen vehicles. BOL's (Be On the Lookout) for suspect vehicles, from our agency or others, as well as Amber Alert vehicles can be entered in an attempt to locate suspect vehicles.

Mr. Farrell stated the cost for one vehicle set up with the LPR cameras is approximately \$32,000. If the department decided to add the additional "auto chalk" cameras the total cost is \$40,000 per vehicle. He stated the servers, in car computer and additional software set up with installation is approximately \$17,000. He advised these costs could be reduced using the city's existing servers if available. Genetec also can "host" the department and manage the systems at their location at a cost of \$5,500 per year versus our agency having its own server and set up. This would save the city from spending the \$17,000.

One vehicle with LPR with Auto Chalk	\$40,000
In car computer, server and set up	\$17,000
5yr Advance replacement warranty	<u>\$18,000</u>
Estimated Total (1 Car)	\$75,000

These costs are estimates and can be reduced using existing servers and by using Genetec's in house server for storage. Each additional vehicle set up would be \$40,000 to \$46,000 depending on equipment. Removing the auto chalk functions would reduce each vehicle cost by \$7,500.

Municipalities contacted for review

Ann Arbor

Writer spoke with Joe Morehouse, Deputy Director of the Downtown Development Authority. Mr. Morehouse stated the city currently has a combination of single space meters and multi-space Luke II kiosks. He stated they are currently in the process of purchasing additional multi-space pay stations to replace existing meters. Mr. Morehouse said all of their pay stations are pay by space and have used existing poles from parking meters to identify space numbers to be used with the pay station. He stated they currently have no zone parking in Ann Arbor.

Mr. Morehouse stated the pay stations have been very reliable and stated they are functioning correctly 99.5% of the time. He also believed there was a 5 to 10% increase in revenue when they switched to the multi-space kiosk due to most people paying for maximum time limits when using their credit cards even though they were leaving earlier. He also mentioned it was easier to collect coins since there are fewer machines and the pay station will tell you when it needs emptying.

Mr. Morehouse did say one problem was short term parking. He believed that most people making quick stops (i.e. grab a cup of coffee) don't pay the pay station due to having to walk to it and the time to make a payment. He stated before they would just drop a quarter in a meter.

Traverse City

Writer spoke with Nicole Vannest, Parking Administrator for Traverse City. She stated they have added multi-space kiosks in surface lots only. They use the pay by space method and still use single space meters for on street parking. Ms. Vannest stated they have received numerous complaints regarding the multi-space pay stations and have talked about returning to single space meters in surface lots. The biggest complaint was inconvenience. She stated there has been no movement in either direction at this point and believes the city will continue with pay stations for the time being.

Ms. Vannest advised the reason they have transitioned to pay stations was less maintenance and reduced risk of coin theft. She stated the city is beginning to look at smart meters to replace their current single space meters. There has been no talk at this point regarding using multi-space pay stations for on street parking.

Ms. Vannest stated the city does not use zone parking or LPR technology. She pointed out that studies have shown the LPR to only be accurate 95% of the time. She also mentioned the cold weather months with snow covered plates as well as the desire to have the parking enforcement visible and in communication with the public on the sidewalks as reasons not to do zone parking.

City of Detroit

Writer met with Norman White and Satina Maddox, director and assistant director of municipal parking for the City of Detroit. They advised the City of Detroit has been using zone parking for a while and report it has been a success. They stated the city has seen an increase in revenue and a decrease in maintenance cost. The City of Detroit uses the Cale multi-space pay stations.

They have experienced very little down time and advised the system alerts them as well as the service personnel when there is a problem with a pay station. They currently use a LPR system to read license plates and look for unpaid vehicles. They agreed that the LPR system is not always the most accurate. As a result when a parking officer is notified of a vehicle in violation with the LPR they will confirm it with their hand held units before issuing a citation. They have experienced little to no down time with the LPR equipment.

When they need to block an area of parking they use cones/barricades to do so. They are able to post messages on the pay station regarding restricted zones however, the pay station will still allow payment due to the fact you can pay at one location for any parking zone in the city.

One issue they report is when someone parks in a no parking area or handicap area within a zone and pays the pay station. They state they have dealt with angry customers as a result of being able to pay for parking in a restricted area. Since the pay station only records the plate and the zone, it cannot know where one is parked and if it is a prohibited area. The other issue they're currently working on is creating sub-zones. The issue is that some of the zones cover areas that should have different time limits. They stated due to zone parking it is difficult to create smaller zones where one street may have a different time limit than surrounding streets.

Overall the city is happy with zone parking and has no intention of doing anything different at this time.

Michigan State University

Writer spoke with Deputy Director John Prush. Prush stated they currently have the P2 Digital Luke kiosks in several of the parking lots. They use IPS smart meters for their limited on street parking. They have had no issues with their Luke pay stations and advised they have been very reliable.

Prush stated they have installed the Genetec LPR cameras on three vehicles. He stated the installation was approximately one year ago and the system is still not operating as it should. Prush stated for the majority of the time the problem was Genetec's equipment not communicating with the Luke pay station. He stated the representatives did not seem very familiar with their equipment. Prush said the equipment now functions as it should, however they are having internal networking issues and the software is currently only available on their in car computers.

Review

In addition to the above contacts writer also reviewed the reports prepared by SP+ and Ellen DeView of the police department. Writer noted the SP+ report primarily dealt with pay stations and parking using the pay by space method. DeView's report referenced smart meters and

pay stations and ultimately recommended smart meters. Neither report discussed the use of pay stations with zone parking.

After reviewing the SP+ report of pay stations, DeView's report for smart meters, and the research done by writer, the following is writer's observations:

1. The advantages outlined in pages 3 and 4 of the SP+ reports are the same advantages of the smart meters over the existing meters.
 - a. One advantage given by SP+ to support the pay station is it improves the streetscape as one pay station supports a full block of parking and would replace multiple standalone meters.
 - i. SP+ suggests pay by space. In reviewing other agencies using pay by space, most have converted the original meter post into a post with a sign on top identifying each parking spot number for reference when paying at the pay station. Due to this there is no real change in the streetscape except the addition of a pay station.
2. The cost of upgrading to pay stations versus smart meters is approximately \$1,400,000 more per DeView's report (Total 5 yr cost).
 - a. Fewer pay stations reduce the manpower needed for maintenance.
 - i. Currently the city employs two people for meter maintenance, reducing this staff by one would save the city approximately \$30,000 annually.
 1. Over 5 years, \$150,000.
 - a. No significant reduction in personnel cost.
3. Zone parking can improve the streetscape by removing all meters and replacing them with a pay station. No signs are needed to identify a single parking spot as payment is done by plate.
 - a. Three signs per block are used with zone parking. One placed at the pay station to identify its location. And one at each end of the block pointing in the direction of the pay station. All signs not only point to the pay station but also identify the zone you are currently in.
 - i. A block with 16 parking spots now has 8 posts with double meters on each.
 1. Zone Parking, this block would now have 3 signs giving the location of the pay station and identifying the zone number as well as the pay station itself.
4. Zone parking can only be enforced using LPR equipment.
 - a. LPR cameras can be used to enforce residential permit zones as well as on street paid parking.
 - i. Residential permit areas can be mapped as a specific zone. Each license plate given permission to park would be entered in the database as a permitted vehicle in that zone.
 1. The LPR would alert parking enforcement to those vehicles parked in that zone that are not in the database for that area.

2. Tickets would then be issued to vehicles not displaying a guest pass.
 - b. Vendors and municipalities have advised the LPR systems are not always accurate.
 - i. The City of Detroit advised they check every plate identified with the LPR with their hand held device for accuracy.
 - ii. MSU has had the equipment for one year and still has operational issues.
 - c. LPR forces parking enforcement assistants off the sidewalk and into vehicles.
 - i. Parking enforcement officers are a great public relations tool having daily contact with business owners and patrons of the city.
 - d. LPR's create an additional cost to enforce parking.
 - i. The estimated cost to outfit our two parking jeeps with LPR cameras was outlined earlier.
5. The removal of standalone meters and posts for zone parking presents other issues.
- a. Currently meter bags stating "No Parking by order of Police" are placed over meters when parking spots need to be blocked for numerous reasons.
 - b. Signs are also placed on meters to give notice of future restricted parking.
 - i. For instance, the night before major closures, such as Dream Cruise, signs are posted on meters to gain compliance.
 - c. Zone parking would require the use of barricades, cones and barrier tape to block off parking areas when needed.
 - d. Posted signs would have to be put up in areas to give notice of pending closures for special events.
 - e. Time limits assigned to a particular zone can also create problems.
 - i. For example, if a person paid for the maximum time in a zone while at a business they would be restricted from purchasing time near another business if they were still in the same zone.
 - ii. To address this issue very specific smaller zones would be required or extended time zones.

Recommendation

Zone parking (pay by plate) has some advantages. However, the disadvantages are too great at this time, in writer's opinion, to implement zone parking in Birmingham. The inconvenience of walking to a pay station and possibly waiting to pay is a concern for the typical user and people parking with handicap passes. Streetscape can be improved with fewer meter posts but parking spots with barricades, cones and barrier tape to block spaces is unsightly.

Zone parking requires pay stations and LPR equipment that comes at a high cost. The reduced costs in manpower to maintain pay stations and enforce parking are minimal. The LPR equipment that is required for enforcement has great potential. However, at this time it appears LPR systems for parking are not the most reliable as can be seen by the MSU example. Also several vendors, including Genetec, admit the LPR is only about 95% accurate requiring a separate device for verification.

It is writer's recommendation at this time that the City of Birmingham move forward with the purchase of single space SMART meters.

CITY OF BIRMINGHAM
PARKING METER CREDIT CARD ANALYSIS SUMMARY

	WITHOUT <u>RATE INCREASE</u>	WITH RATE <u>INCREASE</u>
2015-2016 PARKING METER REVENUE	\$ 1,337,237	\$ 1,337,237
PROPOSED RATE INCREASE (A)	-	811,731
INCREASE FROM USE OF CREDIT CARDS AND PARKING SENSORS (15%) (B)	<u>267,447</u>	<u>322,345</u>
REVISED PARKING METER REVENUE	\$ 1,604,684	\$ 2,471,313
CREDIT CARD TRANSACTIONS (30%)	\$ 481,405	\$ 741,394
APPROX. CREDIT CARD COSTS (C)	\$ 106,000	\$ 143,000
ANNUAL CIVICSMART METER MAINT. COSTS (D)	\$ 115,850	\$ 115,850
NET PARKING REVENUE INCREASE (A)+(B)-(C)-(D)	\$ 45,597	\$ 875,226



MEMORANDUM

Police Department

DATE: June 10, 2016

TO: Mark Clemence, Chief of Police

FROM: Ellen DeView, Staff & Services Coordinator

SUBJECT: Credit Card Parking Meters

PROJECT SCOPE:

Per your direction that I research parking meter technologies, I had meetings and discussions with industry leading multi-space pay station and smart parking meter vendors (IPS Group, Mackay Meters, CivicSmart, and Traffic & Safety Systems). Also, I spoke with representatives from several area communities (Rochester, Royal Oak, Ferndale, Grand Rapids, Detroit, East Lansing, and Ann Arbor) regarding their experiences with various parking equipment. Based upon this study, I recommend that should it be decided that new a parking meter payment system is warranted, the best solution for the police department is single space smart parking meters (with optional sensors) as opposed to multi-space pay stations. This report will summarize my research.

CURRENT PARKING METER SYSTEM:

Our current system for curbed and surface lot parking includes 1,238 mechanical (coin only) single space parking meters. 13 additional new parking meter spaces for the proposed ADA handicap meter project would result in a new total of 1,251 meter spaces.

Parkmobile is currently available at all parking meters in the City. The growth of Parkmobile continues, with the following revenue increases noted:

Fiscal year 2014-15 revenues up 59.09% (\$40,693 increase) as compared to 2013-14.

Fiscal year 2015-16 revenue projections up 36.58% (\$40,170 increase) compared to 2014-15.

PARKING METER REVENUE SUMMARY:

REVENUE TYPE	2014-15 ACTUAL	2015-16 YTD AS OF 4/28/16	2015-16 YEAR END PROJECTION
PARKMOBILE	109,800	122,970	149,970
LOT 6	48,820	44,710	55,250
LOT 7	62,680	45,150	54,180
LOT 9	4,010	2,620	3,140
CURB METERS *	1,126,850	855,860	1,027,030
TOTAL **	1,352,160	1,071,310	1,289,570

* Curb meter revenues are projected to decrease by approximately 4.5% in 2015-16 due to construction on North Old Woodward and Maple Roads, and also due to continued increase in Parkmobile usage in lieu of coin payments.

** Note: revenues from Lot 6 permits, valet parking meter bags, and contractor / vendor parking meter bags are not included in this revenue summary.

Of the existing 1,238 parking meters, 840 spaces currently have a rate of \$1.00 per hour, and 398 spots at \$.50 per hour.

ADVANTAGES OF MULTI-SPACE / SMART METER TECHNOLOGY:

With smart meter technology, parking mechanism faults are instantly reported via management system support software – jammed meters and dead batteries can be repaired or replaced instantly resulting in less downtime per meter space providing potential for increased revenues due to fewer broken meters. Units run on solar power and are easily programmed for rate and time limit changes. Internet based meter management for repairs, audits, space monitoring, maintenance logs, inventory, etc. is greatly enhanced over administration of traditional parking meter mechanisms such as our existing system. Vendors promise great revenue increases as motorists tend to purchase maximum allowed time via credit card vs. depositing nickels, dimes, and quarters into parking meters. This credit card driven revenue enhancement would be somewhat negated in Birmingham as 1/3 of our meters have time limits of one hour or less.

CIVICSMART (FORMERLY DUNCAN PARKING TECHNOLOGIES)

Based upon the discussions and research conducted, the CivicSmart / Duncan Liberty single-space offers several advantages including Parkmobile and BS&A compatibility. The meter has a large high resolution LCD display and color coded payment buttons for convenience and overall ease of use. The Liberty is ADA compliant. Jeff Rock, Vice President for CivicSmart, Inc. provided information regarding the CivicSmart / Duncan Liberty single-space credit card meter as the best option for Birmingham. This device would retrofit into our existing housings and provide for coin, credit, debit, and pay by phone including Parkmobile transactions. The Liberty meters connect wirelessly to the included Parking Enterprise Management System (PEMS) for maintenance and reporting. Liberty is available only as a single space meter.

CIVICSMART LIBERTY COSTS: Costs associated with these meters are as follows:

CAPITAL OUTLAY: $\$395 \times 1,251 \text{ single space} = \$494,145$ INITIAL INVESTMENT

ANNUAL FEES (MAINTENANCE): includes CivicSmart PEMS management system and credit card processing*

$\$5.50 \text{ per meter per month} \times 1,251 \text{ meters} = \$6,880.50 \text{ per month} = \$82,566 \text{ per year} \times 5 = \$412,830$

* (additional gateway costs for credit card transactions charged by City's credit card processing company are not included in this monthly charge. An additional \$.06 per credit card transaction fee charged is charged by CivicSmart).

ANNUAL FEES (WARRANTY YEARS 2-4):

YEAR 2 = $\$37.50 \text{ PER METER} (1,251) = \$49,912.50$

YEARS 3-5 = $\$45.00 \text{ PER METER PER YEAR} = \$168,885.00$

4 YEAR WARRANTY TOTAL = $\$218,797.50$

5 YEAR TOTAL COST = $\$1,125,772.50$ (plus costs for credit card transaction charges)

MULTI-SPACE METERS - TRAFFIC AND SAFETY (LUKE II)

I met with Tom Neff of Traffic and Safety Control Systems, Inc. regarding the LUKE II multi-space pay stations. Tom provided a list of 19 LUKE II customers in the State of Michigan including cities, universities, parks, and private lots. Only four of those cities listed (Ann Arbor, Lansing, Flint, Pontiac) use LUKE II for on street parking, the majority use the multi-space machines in surface lots and at boat docks.

There is a cost of \$8,500 per unit for the LUKE II stations (price includes installation), and monthly fees totaling \$10.00 per unit per month for Parkmobile and Duncan Autocite parking enforcement handheld computer interfaces. Mr. Neff estimates a quantity of 153 LUKE II stations would be needed to service the entire city. The preliminary capital outlay cost estimate for this system is \$1.3 million for pay stations plus additional expenses for signage and wayfinding information for all metered areas throughout the city. Additional costs associated with this solution are \$65.00 per station per month which includes machine to machine (M2M) modem digital connection via wireless carrier and also covers fees for real time credit card processing, maintenance alerts, cash in machine data, and maintenance status using the Digital Iris management system. There are no per transaction fees charged by Traffic and Safety associated with this solution, but credit card processing fees charged by the banking institution would still apply. The Luke II machines are ADA compliant.

While this platform has the highest front end and maintenance costs, benefits include fewer number of units to collect and repair compared to single space meters. Additionally, the solar/cellular designed pay stations are easily movable to alternate locations as there are no cables or power cords required. Drawbacks include downtime when unit(s) are out of order – resulting in revenue losses and frustrated motorists and parkers having to wait in line to use a multi-space meter shared by several spaces in a block. Also, repairs of single space smart meters are completed in a much more rapid fashion – no motherboards or other critical parts located at an out of state manufacturer's location – resulting in potentially lessened downtime.

LUKE II MULTI-SPACE COSTS: Costs associated with these meters are as follows:

CAPITAL OUTLAY: $\$8,500 \times 153 \text{ multi-space} = \$1,300,500$ INITIAL INVESTMENT

ANNUAL FEES (MAINTENANCE): includes Digital Iris management system, cellular connectivity fees and real time credit card processing with no per transaction fees*

\$65.00 per pay station per month

$\$65.00 \times 153 = \$9,945$ per month = $\$119,340$ per year $\times 5 = \$596,700$

* (additional gateway costs for credit card transactions charged by City's credit card merchant processing company fees are not included in this monthly charge.

ANNUAL FEES (WARRANTY YEARS 2-4):

\$1,160 PER PAY STATION PER YEAR

$\$1,160 \times 153 = \$177,480 \times 4 \text{ YEARS}$

4 YEAR WARRANTY TOTAL = \$709,920

5 YEAR TOTAL COST = \$2,607,120 (plus costs for credit card merchant processing charges)

SMART PARKING METER COST ESTIMATES:

VENDOR	# METERS	PRICE PER	PURCHASE PRICE	ANNUAL MAINT	5 YR MAINT COST	4 YR EXT WARR	TOTAL 5 YR COST
SINGLE SPACE:							
IPS GROUP	1,251	\$495	\$619,245	\$86,319	\$431,595	\$250,200	\$1,301,040
MACKAY - SINGLE	219	\$550	\$120,450				
MACKAY - DOUBLE	516	\$750	\$387,000				
MACKAY ***	735	SEE ABOVE	\$507,450	\$70,560	\$352,800	\$147,000	\$1,007,250
CIVICSMART	1,251	\$395	494,145	82,566	412,830	\$218,797.50	\$1,125,773
MULTI SPACE (LUKE):							
TRAFFIC & SAFETY	153	\$8,500	\$1,300,500	\$119,340	\$596,700	\$709,920	\$2,607,120

NOTE:

- * PLUS CREDIT CARD TRANSACTION AND CREDIT CARD MERCHANT PROCESSING FEES
- ** PLUS CREDIT CARD MERCHANT PROCESSING FEES (NO INDIVIDUAL CREDIT CARD TRANSACTION FEES)
- *** MACKAY SMART METERS ARE NOT PARKMOBILE COMPATIBLE

It should be noted that the above estimates for IPS M5, MacKay MKBEACON, or CivicSmart Liberty single space parking meters do not include the purchase of spare mechanisms. Acquisition of spares (5-10% of total spaces) would also be recommended at time of purchase.

REPORT SUMMARY: This City's history with experimental parking projects has included reverse angle parking on North Old Woodward, the Parkeon pay and display multi-space debacle on South Old Woodward and Pierce Streets in 2005, and the subsequent Duncan multi-space kiosk installations on North Old Woodward which also met with public loathing. Other cities that experienced negative results with multi-space meters include: Los Angeles, Berkeley (CA), Denver, Evanston, Sacramento, San Francisco, Santa Monica, Atlanta, and the District of Columbia. All of these communities now have single space credit card meters.

Single unit credit card meters are conveniently located for parkers, incorporate easier and cheaper repairs, offer streamlined enforcement tools, and are cheaper to purchase and operate. If one unit is out of service, revenues and enforcement for the adjacent spaces are not affected.

Transitioning from single-space meters to multi-space kiosks would also include significant loss of traffic control flexibility. Currently when very large areas or even single parking meter spaces need to be reserved for valet operations, special events, and construction projects meter bags are a convenient and effective way to prevent vehicles from parking at select spots. With multi-spaces kiosks, reserving spaces would require the use of barricades or traffic cones which are easily moved by parkers not authorized for those locations.

Duncan Parking Technologies (now CivicSmart), once a leader in the multi-space parking business has ceased all sales of multi-space parking solutions due to failures and public preference of single space solutions for on street parking. Single space meters have frequently proven to be more suitable and convenient than multi-space kiosks.

Throughout my many discussions with competing parking equipment vendors, various problems associated with multi-space meters were repeatedly expressed by numerous dealers. Multi-space kiosk drawbacks include:

- Motorists have to walk too far to pay for parking (a particular problem in winter months or during inclement weather)
- Combined with the inherent laziness of most parkers, wayfinding signage and kiosk directions increase motorist frustrations
- If one kiosk is out of service – all spaces in the area remain unpaid or motorists must walk even further to pay for parking
- Sometimes the closest kiosk is across the street, prompting the motorist to cross the road to pay
- Repairs are more expensive than single space meters
- ADA / handicap parking compliancy issues
- Enforcement activity is more complicated
- Motorists frequently forget correct or enter wrong parking space number or license plate number – not conveniently corrected if kiosk is a far distance away
- Complex multi-space meters are not as user friendly and easy to operate as single space meters
- Units cost several thousand dollars each
- Maintenance fees, warranty costs, monthly phone connectivity expenses, and charges for interfaces to other databases (Parkmobile and Autocite enforcement) are pricey
- Single space meter modem monthly fees have reduced significantly in costs to warrant consideration of this type of technology

Should the Advisory Parking Committee and City Commission decide to make changes to our existing on street parking payment options, CivicSmart Duncan Liberty single space credit card meters may be the preferred solution for the police department. Benefits to our existing coin only / Parkmobile credit card payment would include availability of real time data reflecting usage, meter repair/collection status, remote management, and automated rate and time limit adjustments. A combination of new CivicSmart meters and new handheld computers would provide parking enforcement assistants real time information regarding status of expired meters throughout the city. New handhelds could be used to monitor and manage enforcement activity thereby increasing efficiency of parking enforcement operations. As the police department is now at full staff for parking enforcement assistants, greater enforcement activity is planned. A greater presence and increased enforcement in the metered areas of the business district should prompt additional revenues as motorists will be more motivated to pay for parking.

The costs associated with the purchase, maintenance, and warranty for this equipment could be offset by parking meter rate increases recently introduced as a topic for discussion. Based upon an evaluation of our current parking meter rates, Jeff Rock from CivicSmart projected a return on investment (ROI) with credit cards amounting to a revenue increase of \$340,000 per year. Should the rates at the current \$0.50 per hour meters increase to \$1.00 per hour, Mr. Rock projects additional revenue enhancements of \$150,000 per year for a total ROI of \$490,000.00.

An additional opportunity for the city to generate meter revenue increases would be to install pole mounted vehicle sensors in conjunction with new smart meters. Wireless vehicle detection sensors provide real-time data with over 99% accuracy to allow cities to detect vehicle occupancy in a specific space or area. This provides for heightened efficiency and productivity of metered parking operations. Also, the sensors provide reset options for metered spaces after a vehicle moves from its designated space – increasing revenues as unused time cannot be transferred to the next vehicle using the space. (Vehicle A pulls out of space, sensor resets meter to zero minutes, Vehicle B cannot use prior vehicle's unused time including grace period and must pay for parking). Vehicle sensors also prevent meter feeding – no extension of time limits past maximum are authorized. Also, sensors can integrate with wayfinding mobile phone apps used by motorists to find desired parking spaces. Cost for 1,251 vehicle

sensors at \$290 each totals an initial investment of \$362,790. CivicSmart charges a \$3.00 monthly fee per vehicle sensor for an annual total of \$44,316.

Whatever solution is deemed best for the City of Birmingham, these critical factors must be considered – ease of use for the public, system integration with Parkmobile and BS&A financial software, and compatibility with the handheld computers used by parking enforcement assistants. The 2016-17 fiscal year budget includes funding for the replacement of the existing Duncan Autocite handhelds. These projects must be jointly evaluated so that all aspects of the parking system are mutually compatible and cost effective for the City.



MEMORANDUM

Police Department

DATE: June 3, 2020
TO: Mark H. Clemence, Chief of Police
FROM: Ellen DeView, Staff & Services Coordinator
SUBJECT: CivicSmart LNG Customer Reference Survey – Summary Report

In May of 2020 the police department contacted (18) agencies currently using the CivicSmart Liberty Next Generation (LNG) single space "smart meter." The agencies that were contacted included municipalities, universities, downtown development authorities, and parking divisions. Four of the organizations contacted were closed due to COVID-19 and messages were left for the contact persons. Synopses of the discussions with the (14) agencies are summarized in this report.

San Luis Obispo, CA (26 LNG meters):
Douglas Waugh, Parking Coordinator

This city is a college town with restaurants, boutiques, tourist areas and beach areas. San Luis Obispo has both CivicSmart LNG meters and IPS models M3 and M5 single space meters. Additionally, they still utilize obsolete Duncan Eagle coin only meter mechanisms in outlying and residential areas. Mr. Waugh stated that he preferred the CivicSmart (CS) LNG meter to the IPS product as he feels the LNG is a better meter but "the politicians had different views." This city has a group of very vocal seniors that expressed positive public reaction to the LNG meters as they liked the big screen compared to the IPS "window." San Luis Obispo is now looking at pay stations although the merchants and patrons do not seem to like multi-space parking meters. This agency installed the LNG meters 1 year ago and they have experienced no issues. Mr. Waugh stated that with a good maintenance program there should be no problems with the LNG meters. Mr. Waugh expressed that he favors the CivicSmart Parking Management Enterprise System (PEMS) to the IPS Parking Management Solution as PEMS is more "animated and descriptive." He further said that he could purchase 2 CivicSmart meters and housings for the price of 1 IPS meter. Mr. Waugh also stated that CivicSmart is a very responsive company and they have "great technicians." He added that the only downfall in his experience with the LNG meters has been related to battery life. In San Luis Obispo the batteries last 4-5 months as the CS LNG meters do not have solar power. There have been no return merchandise authorization (RMA) repairs requiring defective meters to be sent back to CivicSmart. Mr. Waugh stated that sending defective meters back to IPS is "a pain in the butt" and he added that the IPS backend software is "spreadsheet type, plain with no graphics" and is more challenging to navigate than the CS PEMS system. In San Luis Obispo the LNG meters work successfully in areas where the IPS M3 meters had lost communication for entire blocks. This city is also struggling with 2G end of life issues including frequencies that will currently communicate but future bandwidth obstructions may render them into a non-communicative state. Mr. Waugh stated that CS LNG

along with IPS M5 meters should both be OK on the G4 and G5 networks. San Luis Obispo does not utilize any type of pay by phone technology. There have been no reported change to operations (personnel, equipment repairs, budget) associated with the deployment of LNG meters in this city.

Shreveport, LA (70 LNG meters)
Lorenzo Lee, Parking Administrator

Shreveport is a university town with a central business district and plaza consisting of more restaurants than retail and it also features mixed use and residential areas where LNG single space parking meters are located. Parking Administrator Lorenzo Lee reported that Shreveport has installed (70) LNG meters at 112 spaces as they elected to purchase the LNG dual space mechanisms. The meters utilized prior to the deployment of the LNGs were POM APM-E. Shreveport currently does not accept credit cards as the management wanted to keep rates at \$.50 per hour. Consideration is underway to increase rates to \$1.00 per hour to offset credit card fees. The LNG meters in Shreveport currently have the credit card slots covered until the rates are increased and credit card payments accepted in the future. Mr. Lee stated that Shreveport just installed the LNG meters in May of 2020 as the project was delayed to COVID-19. The city cannot currently share any experiences good or bad as the meters were so recently installed. Shreveport has approximately 900-1,000 single space meters that they plan to update with LNGs after the COVID-19 pandemic ends. Mr. Lee stated that the City of Shreveport did not trial IPS M5 meters due to higher credit card processing fees. The meter projects in Shreveport are funded from the Downtown Development Authority.

Borough of Quakertown, PA (120 LNG meters)
Joe Murgia, Director of Services / Public Works

The Borough of Quakertown has 120 LNG meters installed. They upgraded from Duncan 2100 series meters that featured a button that when pressed would provide 15 minutes of free parking. Director Murgia was quite candid and portrayed his community as one with a great deal of discord with regard to its parking system. Mr. Murgia stated that he wanted to implement "kiosk parking" but that idea was "shot down" and the decision to implement LNG meters was that of the borough council and manager. In this community, one hour of parking costs a dime. Director Murgia reported that Quakertown spent \$300,000 on parking meters and now is providing mostly free parking at its meter spaces. The borough has a program whereby businesses can pay \$120 to purchase a parking meter space for an entire year. After the payment for the parking space is rendered the meter post is painted orange to designate the space as free parking. According to Director Murgia 100 posts have been painted orange and meter revenues are virtually nonexistent. Mr. Murgia does not like LNG meters. He stated that Quakertown has (5) CivicSmart gateways installed but the borough has experienced many communication problems with the LNGs. He stated that the LNG meters require "constant upkeep" from their two full time meter attendants and battery life has been an issue as their batteries are in need of replacement in "no time." Quakertown does feature "zero out" functionality on their LNG meters so that when a vehicle leaves a metered parking space the time display resets to 00:00 and is not extended to the next user of the space. Director Borough advised that Quakertown also has a "FREE

PARKING” display on their meters during non-operational hours and he feels that this feature is also contributing toward battery drain. He also stated that the CivicSmart repair process is too slow and added that there have been accounting issues where the PEMS data does not match the batch reporting from the credit card service company. The only coin types accepted at Quakertown meters are quarters. Mr. Murgia stated that people frequently put in dimes and nickels and then complain that time did not register on the meter. When asked if the borough accepted pay by phone payments, Director Murgia responded, “No because these people aren’t smart enough. They are the dumbest people in the area.” When asked to describe his community, he stated that it is “a shit town” and “a spoiled shopping town with no customers.” Director Murgia stated that public reaction to the implementation of the LNG meters was negative and people “bitched until parking was free.” Quakertown does have flex rates – there is a credit card minimum of \$4.00 for the first 8 hours and subsequent increments of \$1.00 after the first 8 hours are accepted. Mr. Murgia added that the last property tax increase in the borough was in 1964.

Ohio State University (123 LNG meters)
Gary Morgan, Asset Manager (LAZ Parking)

The Ohio State University (OSU) has 122 LNG meters that were upgraded from Liberty meters in December 2019. No other single space meters were considered as LAZ parking has a good relationship with CivicSmart. The LNG meters were purchased to offer credit card payment options to increase revenues. Battery drain issues have been the only detected problem with the LNG meters at OSU. The simple nature and “easy to work on simplicity” are LNG features that Mr. Morgan and his staff enjoy. Since the LNG meters were implemented, revenue has increased \$16,000 per month while repairs have decreased. Only 5 meters have been sent to CivicSmart for RMA repair since 2018. The LNG meters are installed near the medical center area of the OSU campus. Public reaction to the LNG meters has included thanks and compliments for the installation of credit card enabled meters.

Moorestown, NJ (123 LNG meters)
Lt. Mike Maaz

This community features a population of 21,000 and $\frac{3}{4}$ mile long stretch of shopping and restaurants. In May of 2018, Moorestown installed 123 LNG meters to replace “old style mechanical” meters of an unknown model. IPS meters were also considered by Moorestown but the city decided to purchase the CivicSmart LNG meters with cost as a primary deciding factor as the LNGs were much cheaper than the IPS M5 meters. Lt. Maaz summarized Moorestown’s experiences by stating that the LNGs are not bad meters, but the issues in this city were related to the pole mounted vehicle detection sensors. The sensor problems contributed to issues with the “zero out” function which is part of the Moorestown meter programming configuration. He stated that CivicSmart has been good at addressing issues and any non-communicating meters have been repaired or replaced. Lt. Maaz reported only 5-10 defective meters have been returned to CivicSmart in the two years since implementation. He stated that he likes the LNG meter as a revenue generating tool and he appreciates the flexibility to do “whatever you want” from a programming standpoint (12 minute free button, holiday, free parking messages, etc.). Lt. Maaz

summarized that the meters “do what they are intended to do.” His dislikes of the CivicSmart equipment are the sensors not being accurate enough to be trusted for trial, battery life, and he also does not like the design of the battery wire plastic connector. The LNG meters have increased revenue in this community although public reaction has been negative as there was no enforcement in Moorestown forever due to “old junky meters.” The new LNG meters have generated “a bunch of revenue from meter payments and violations.” Lt. Maaz stated that people “went nuts and lost their minds” after the CivicSmart equipment was installed and enforcement was reinstituted. Moorestown does not currently offer any type of pay by phone option.

Lauderdale-By-The-Sea (LBTS) – (150 LNG meters)
Leroy Chasmer / Parking Supervisor

LBTS is a small community of approximately 6,000 people. In this city, residents are allowed to use meters for free by displaying a residential parking pass that provides 3 hours of free parking. LBTS has 150 coin and pay-by-phone only CS LNG meters as the “big boss” is desirous of avoiding credit card processing fees. This city is a long term Duncan (CivicSmart) customer and decided to evaluate and purchase the LNG meters because LBTS had “been with Duncan so long and they were so good to us.” Supervisor Chasmer stated that LBTS has had no issues with the LNGs and the meters run good with a maintenance program. LBTS has had no repair issues in the 2 years of LNG usage, zero RMAs, and the maintenance technicians have only had to change batteries. This community installed 80 LNG meters in 2019 and an additional 70 in 2020. Mr. Chasmer remarked that the LNG batteries die faster than he likes “here and there once in a blue moon,” but he attributed that issue to the batteries being bad, not the meters. Features that he most likes about the LNG are the digital display which is “clear as day to see.” He also commented that LBTS has had to purchase and install fewer decal “stickers” to apply to the meter housing as the information is now clearly legible in the meter display. Mr. Chasmer remarked that there is nothing that he dislikes about the LNG meters, and he is waiting for the city manage to approve credit card usage. Parking Supervisor Chasmer stated that the deployment of the LNG meters has been very simple and has had no effect on operations. The LNG meters in LBTS are located by beach entries, restaurants, plazas, and in parking lots.

Collingswood, NJ (180 LNG meters)
Kevin Carey, Chief of Police

Collingswood has approximately 160-180 LNG parking meters in a very small business district in a city of about 16,000 resident. The LNG meters were recently upgraded from Liberty meters. Chief Carey stated that ½ of the street parking in this city is kiosk based and the other ½ is metered. He stated that it was more cost effective to update the meters to LNG than to purchase more kiosks. Collingswood was one of the first cities to implement LNG meters three years ago when the LNG meters were first introduced. Chief Carey stated that Collingswood has had good experiences with the LNG meters and he added that they are reliable. User errors such as depositing fake coins or putting coins where they don’t belong (i.e. dimes in a credit card slot) have been occasional issues. Chief Carey expressed that working with the CivicSmart “back office” has improved. Chief Carey stated that the ease of use of the LNG meters combined with very few citizen complaints received were the most favorable qualities of these meters. He stated

that prior to the LNG upgrade, Collingswood had constant complaints regarding the Liberty meters. His least favorable feature was reported to be credit card service fees. Chief Carey stated that changes prompted by the implementation of LNG meters were that the budget went down between \$150,000 to \$200,000 per year and manpower decreased by an amount of \$50,000. Enforcement hours were expanded after the deployment of the LNG meters. Public reaction to the LNG meters has been favorable in Collingswood and complaints have been "knocked out" as people are "overall pretty happy." The kiosks are still generating complaints as the batteries are frequently dead and people dislike walking to and from the units to complete parking transactions.

Helena, MT (210 LNG meters)
Tim Nickerson, Field Coordinator

Helena has approximately 210-215 LNG meters installed since August 2019 in a city with a population of 50,000 people. They also have a number of Cale multi-space meters. The LNG meters are installed in areas which include shopping, restaurants, bars, and offices. Prior to installing the LNG meters, Helena had Duncan Eagle meters. CivicSmart and IPS were invited for a "show and tell" to demonstrate the LNG and M5 meters in Helena. Mr. Nickerson stated that "the monthly fees were the biggest thing to tip the sale" toward CivicSmart LNG meters. The IPS monthly "running fees" were estimated to be an additional \$1,000 per month compared to the CivicSmart recurring charges. Helena also attended trade shows in order to learn more about the single space meters offered by these companies. Mr. Nickerson has 24 years of parking experience and has attended many trade shows and he feels as though CivicSmart has "pretty good equipment." Mr. Nickerson stated that he enjoys a good working relationship with CivicSmart and added that CS Operations Manager David Wiegel is "a good communicator, a good responder, and is always there to assist." Most beneficial features of the LNG meters have been the credit card payment option which was "long overdue" in Helena. Mr. Nickerson likes the remote programming functionality of the LNGs and also the interchangeability of the universal ID USB key feature of the LNG meters. Negative issues were experienced with some coin readers crediting the incorrect amount of time until the problem was corrected with software that correctly calibrated and detected the size and weight of coins and prepaid parking tokens. Coordinator Nickerson also likes the management reports that are automatically sent to his cell phone nightly to provide daily revenue, low battery alarms, and error reports such as non-communicating meters. He stated that he "could not think of anything real notable" when asked what he dislikes most about the LNG meters. Mr. Nickerson described the deployment of the LNG meters as "pulling out an old dinosaur and putting in a new Cadillac." He reported no issues with the "huge upgrade." No repair issues have been experienced since the installation of the LNG meters. Coordinator Nickerson stated that he was amazed that the city has not had to switch out any batteries yet. He thought that the maximum battery life would be 6 months, and they have had the LNG meters installed for 9 months. He attributed a mild winter as a possible cause for the good battery life experienced in this community. Although not a lot of public reaction was received, feedback was positive due to the long wait for credit card payment as an option at Helena's parking meters.

Durango, CO (205 LNG meters)
Wade Moore, Parking Operations Manager

Durango has a population of approximately 18,000 residents. Currently there are 350 CivicSmart Liberty meters still installed in Durango, and 205 Liberty meters have been replaced by LNG meters. The LNG meters are installed in a 6 block stretch of an old fashioned central business district. Currently there is a hold on capital expenditures in this community otherwise they would have 1,000 LNG meters installed as there are 650 Duncan model 2100 coin only meters with no credit card functionality that are also in need of replacement. COVID-19 also has impeded additional LNG installations. Durango experienced a radio frequency issue with some of the LNG coin readers that caused incorrect amounts of time to register on the meters. Since the problem was identified the coin reader technology has been refined with improvements which provide greater accuracy by location for humidity and temperature conditions. Once the coin reader fix was developed the improvement was implemented electronically overnight to all of the LNG meters. Durango considered CivicSmart a single source for their whole metered parking solution as they still have the older 2100 meters and they considered the Liberties to be a "solid" product. The LNG meters were installed in Durango in May 2019. Mr. Moore opted for a very large custom font on the display of the LNG to assist older visitors that had trouble reading other meters with smaller displays. When asked what he disliked about the CivicSmart LNG meter, Mr. Moore responded, "producing things not fully vetted." Some of the original LNG meters that had the coin registration problems may not have failed if they had been better tested and not as many problems may have resulted. The LNG meters in Durango are programmed for FREE PARKING and NO PARKING displays depending on date and time restrictions and no battery drain issues have been experienced. Few battery issues have been encountered. Mr. Moore stated that the LNG meter is basically a combination of a cell phone and a computer living in a box and it is amazing how well they work. Some of the coin slots have experienced minor damage due to vandals and some keypads have worn out and required replacement. Durango received positive emails from the Chamber of Commerce and the Business Development Director proclaiming that the LNG meters look good, are easy to read due to the big font, and have a better plastic dome. Mr. Moore stated that he is happy with the system and will keep working at it and added that he enjoys good relations with CivicSmart staff.

Billings, MT (233 LNG meters)
Tracy Scott, Parking Division Manager

Billings replaced old Duncan Eagle meters with the CivicSmart LNG meter after an RFP process that resulted in bids submitted from IPS and CivicSmart. The deciding factors leading Billings to purchase the CivicSmart LNG meters included the fact that they already had CS meters and software and Ms. Scott stated that the display view on the LNG meter provided a better view for enhanced ADA compliance. Additionally, Ms. Scott expressed that the CivicSmart LNG meters had a "better price" than the IPS product. Similar to the City of Birmingham, the timing of the Billings LNG meter purchase coincided with the IPS vs. CivicSmart lawsuit. Billings installed 233 meters approximately 2.5 – 3 years ago. The LNG meters in Billings are installed in areas near courts, restaurants, some retail, breweries, and entertainment places. When asked to summarize the City of Billings experiences with the LNG meters, Ms. Scott replied that it has "not been good."

Billings has had multiple problems with the LNGs. Ms. Scott stated that CivicSmart has “stayed on top of it” with weekly calls to provide status updates. Problems experienced in Billings include battery drain, tokens (such as Chuck E. Cheese) crediting time on meters, and coin chutes not registering time. They have also had gateway problems. Billings returned the vehicle detection sensors to CivicSmart as they had problems with the equipment functioning properly when buried in snow. In exchange for the returned sensors CivicSmart sent Billings an additional 83 meters as compensation. At one point Billings refused to make payments on the meters until CivicSmart resolved the issues. Ms. Scott stated that the qualities that she likes about CivicSmart / LNG include ease of operation and excellent customer service. She added that CS has been “going out of their way to help” and the support staff is “very accommodating.” Ms. Scott stated that Billings had good past experiences with Duncan but problems started after CivicSmart assumed ownership of Duncan. Ms. Scott shared that the parking board wants to send back the CivicSmart equipment but she wants to keep it. The most disliked attribute of the LNG meter according to Ms. Scott is that it “was not properly tested and released too soon and the customer has to pay the price.” Billings has sent back a large number of LNG meters for repair. Ms. Scott stated that CivicSmart is “getting a handle on things now.” Public reaction was described as some users are grateful and happy with good credit card accessibility. People are also happy with the pay by phone function, particularly court visitors who frequently use the phone app to add time.

Charleston, WV (380 LNG meters)
Terri Allen, Director of Parking Operations

Charleston, WV has 380 LNG meters installed in the main hub of a capitol city near law offices, a courthouse, government offices, and shopping areas in the busiest section of the downtown district. The LNG meters were installed in this city in May of 2018 when Charleston, WV replaced 30 year old coin only Duncan single space meters. An RFP was issued for single space meters and CivicSmart and IPS meters were both considered. The LNG and M5 meters were reviewed and it was determined that the LNG provided greater benefits. The CivicSmart vehicle detection sensors have not functioned well in this community. Director Allen reported that the LNG meters have worked “fairly consistently well” and added that there have been no shortage of conversations back and forth about network issues and troubleshooting other problems such as coins not registering properly. Ms. Allen described CivicSmart PEMs reporting as a “financial wizard” for their collection routed. She added that customers like the credit card payment function of the LNG meters. Charleston, WV has not experienced significant issues with dead batteries. The high challenges that they are trying to work through include the RMA process as the described worst part of their CivicSmart experience. Director Allen stated that getting equipment sent back to CS and returned is not timely. CivicSmart pays the shipping and the company has acknowledged that the RMA process could be better. Charleston, WV received free extended warranties on equipment from CivicSmart due to the issues that they have experienced. Ms. Allen stated that her staff appreciates the easy to read display of the LNG as it is easy to see the green (paid) or red (expired) lights on the meter. The ability to easily see the display lights has made enforcement more efficient in this community. Also, the status lights on the LNG meters in Charleston, WV flash on both sides of the meter which greatly enhances the officer’s ability to read the meter from the sidewalk or the street side. Director Allen also likes the CivicSmart backend data and added that the CS customer service goes “above and beyond” and

she is sometimes surprised how much effort the support team has demonstrated. The biggest CS problems in this city have been related to the inconsistency of coin registration and troubleshooting coin drops. Also they have received equipment (collection cups, etc.) from CivicSmart that was intended for other agencies and shipped in error to Charleston, WV. Maintenance requests have doubled in this city since the deployment of credit card enabled meters. Meter maintenance personnel were added to handle scheduled battery changes, customer complaints, and tampering (i.e. paper clips in credit card slots). Public reaction has included some complaints that the meter "is junk" and repeat complaints have been received from some customers. Some of the public reaction has included people wanting more LNG meters to be installed due to the credit card functionality. The community is enjoying having additional payment options including Parkmobile which was implemented here in May of 2018. Director Allen stated that CivicSmart is very willing to find solutions to problems. Both "holiday" and "free parking" programming has worked well for this city. If she were to implement a new or upgraded parking system, Ms. Allen stated that she would sample all RFP candidate's products and physically visit each city using the equipment. Although Charleston, WV has had "random long term problems," Director Allen expressed that she "did not know if the experience would have been better with anything else." Ms. Allen concluded that Charleston, WV has "invested time, money, and staffing on troubleshooting but more LNG meters can be added much cheaper than changing systems because there is so much setup it would be difficult to change, we are almost in a good place it would be very hard to change."

Mobile, AL (400 LNG meters)

Ryan Galvin, General Manager / Reef Parking

The City of Mobile, AL has 400 LNG meters that were upgraded from CivicSmart Liberty meters in February, 2019 in an area comprised of retail, law offices, and restaurants. No other meters were considered because Republic Parking (now Reef) had several purchasing contracts for the LNG meter and had a history of good results with the CivicSmart product. Mr. Galvin reports that the LNG meter was preferred because it is "user friendly" for parking apps, credit card use, and coin payment. GM Galvin summarized these were the "selling points of a hot new product." Mobile has had positive experiences with the LNG meters including the backend PEMS system being a "great tool which is very intuitive, interactive, and parking manager friendly." The bad experiences with the LNG meter has been the angle of the credit card reader serving as a source of confusion to Mobile's older population. Mr. Galvin also stated that Mobile experienced some coin reading issues that have been improved by a software update. LNG coin registration errors were at 9-10% daily prior to the update and now are reported at 1.5-2%. Mr. Galvin explained that with an LNG meter the coin reader is LED vs. mechanical coin readers in older style meters including the CS Liberty. GM Galvin stated that coin jams are rare with the LNG meters. Battery life has not been an issue in Mobile. Mr. Galvin stated that every "once in a while a battery gets replaced, but battery life is fine, we haven't had to replace many batteries." Mobile's LNG meter programming includes an option for customers to prepay up to one hour before the meters are operational. After the coronavirus pandemic, Mobile offered free metered parking from 11:00 a.m. to 1:00 p.m. (regular hours of operation are M-F 800 a.m. to 5:00 p.m.) and the flexibility to easily change the meter programming is a great asset of the LNG meters. He appreciates the remote programming capabilities "especially during COVID." No battery issues were detected

after the free parking programming was implemented. Mr. Galvin stated that "PEMS is the best" part of the CivicSmart LNG system. He utilizes aggregate occupancy reports to gather data collected by the subterranean sensors. Mr. Galvin stated that the deployment of LNG meters has resulted in a reduction of maintenance staff to (2) part time employees. He stated that they have "less people and less repairs." He also stated that the repair or maintenance issues now are software updates only, not mechanical in nature, and they are handled via the cloud or by use of a data key.

El Paso, TX (427 LNG meters)

Paul Stresow, Director of International Bridges

The City of El Paso, TX has 427 LNG meters that were upgraded from CivicSmart Liberty meters. Director Stresow stated that El Paso tested IPS meters years ago and his agency was very unhappy with the product. He added that El Paso had some problems with the Liberty meters but the LNG meters have "worked out the issues." El Paso discontinued use of the Passport parking system and branded a white label "Park 915" product to market parking apps and advertise Parkmobile use. Park 915 has been a "big hit" and El Paso partnered with a rap singer and NFL athlete to help promote the new parking system and apps. The ability for Parkmobile to "push" the payment to appear on the CivicSmart meter has been a "game changer" for parking in El Paso. Current concerns in El Paso are the 2G and 3G network sunsets and COVID revenue losses. Director Stresow likes the following features of the LNG meters: "reliability, price, functionality, responsiveness to rate changes and software updates." Flex time programming and functionality has not been a problem in El Paso. Programming features include software to provide banner displays. No issues have been experienced with programming changes on the LNG meters compared to Liberty software updates which presented problems. Mr. Stresow added that the LNG meters work well with vehicle detection sensors. The single space nature of the LNG meter is now augmented with an LNG multi-space (2) meter option. Director Stresow commented that there are not a lot of downsides to the LNG meter. Compared to the Liberty meters, the LNG meters require less repair. El Paso has repaired (1) LNG meter due to a bad modem. No other repair or replacement issues were experienced in El Paso. Mr. Stresow described public reaction to the LNG meters as "all positive" and he added that people love the parking apps and Parkmobile payment push. The "Park 915" app provides turn-by-turn directions to vacant spaces and is also used for Parkmobile prepaid parking reservations. This app has resulted in public and private lots working together using sensor occupancy to guide customers to desired spaces. El Paso will be installing an additional 240 LNG meters post COVID.

Charleston, SC (839 LNG meters)

Robert Sommerville, Deputy Director of Traffic and Transportation

Charleston, SC has 839 LNG meters installed in the "heart of the city." The meters are located near a college campus and in a shopping district that includes retail, night life, and local businesses. The City of Charleston, SC is in the middle of a 3 year program to transition Liberty meters to LNG. This project was initiated within the last 1.5 years and a total of 1,600 spaces will be upgraded to LNG meters. Charleston, SC originally purchased CivicSmart Liberty meters after a competitive RFP process that included proposals from POM and IPS. Director Sommerville

stated that after the product demonstrations were completed, CivicSmart was "over the top" with Liberty meters. Mr. Sommerville stated that Charleston, SC has two parking meter technicians and one prefers the Liberty meter and the other likes the LNG meter better. I spoke with these technicians and Jerry the "Liberty guy" prefers that model due to the ease of working on it (including modem replacements) while Richard the "LNG guy" seems to be more tech savvy and favors the LNG meter as it has faster menus and is "easier to work with." Both technicians agreed that the CS service has "gone to the side" and they would not purchase from CS again as the company has not been reliable. Jerry and Richard stated that they cannot trust in the CS repairs as the "ball has been dropped too many times and there are too many excuses" as a number of meters sent in for repair have been returned in defective condition. The techs added that "you can't trust a company that will lie to you." Director Sommerville stated that this agency's experience with the LNG meters has been fine. He added that the LNG has a faster processor which provides users and technicians with quick menu access and there is no need to wait to cycle through menus. Also, it is easier to switch SIM cards on a LNG meter than a Liberty. Conversely, he stated that it is easier to switch data keys on a Liberty meter and the LNG Universal ID key is not as easy to swap out. Mr. Sommerville stated that it is more difficult to replace a modem on an LNG meter compared to Liberty and the LNG would have to be shipped out for modem replacement. Director Sommerville stated that the CivicSmart LNG product is not bad, but the problem is with the CS service team. He has experienced delays in correspondence with CivicSmart including no responses to emails. He confirmed that in the 3 years that he has been involved with CivicSmart meters he has found the Liberty and LNG to be good products. Charleston, SC has experienced long delays with the CS RMA process and (32) meters were not returned for 3 years while other meters "came back in a couple months which is still too long" according to Mr. Sommerville. Public reaction has included complaints about the screen and readability.



7737 Kenamar Court,
San Diego, CA 92121

IPS Sales Quote

Date	Quote #
06/30/2020	IPS-2020-063082618

Name / Address
Birmingham Police Department P.O. Box 3001 Birmingham, MI 48012

Ship To
Birmingham, MI - Police Department 151 Martin Street Birmingham, MI 48009

Rep	P.O. No.	Terms	FOB
MW		Net 30	San Diego

Item	Description	Qty	Price	Total
795-504	Standard Mk 5 Model 795 SSPM	1300	\$495.00	\$643,500.00
VDS-020	Pole Mount Sensor	1300	\$295.00	\$383,500.00
795-054	Coin Validator Assembly Compatible with MK5 and MS1	65	\$75.00	\$4,875.00
795-600-H3P	MK5 Battery Pack Assembly - Primary 3XC (Non-Rechargeable)	130	\$35.00	\$4,550.00
795-099	Mk 5 Model 795 SSPM Meter	65	\$495.00	\$32,175.00
795-601	Standard Card Reader for MK3, MK5	26	\$52.00	\$1,352.00
Installation	On-site Services (2 Technician(s) - 10 Days)	1	\$19,000.00	\$19,000.00
555-611	Cable - MK5 Charger 11 Right-Angle Daisy Chain	8	\$77.00	\$616.00
555-612	MK5 Charger Trans Wall Plug 12VDC 1.0A	8	\$50.00	\$400.00
555-702-ASY	MK5 LCD Display Board Assembly with LCD Screen	13	\$95.00	\$1,235.00
UNIV.Card.Set LONG	LONG - Universal Card Set (Diag/Maint/Collection) 1 Of each	6	\$13.50	\$81.00
DEC-800-803	My Parking Receipt Label (2'x1')	1300	\$04.00	\$5,200.00



7737 Kenamar Court,
San Diego, CA 92121

IPS Sales Quote

Date	Quote #
06/30/2020	IPS-2020-063082618

Name / Address
Birmingham Police Department P.O. Box 3001 Birmingham, MI 48012

Ship To
Birmingham, MI - Police Department 151 Martin Street Birmingham, MI 48009

		Rep	P.O. No.	Terms	FOB
		MW		Net 30	San Diego
Item	Description	Qty	Price	Total	
N/A	Coin Type : COINS	1	\$00.00	\$00.00	
N/A	Coin Slots : Dollar	1	\$00.00	\$00.00	
N/A	Card Decals : VISA,MASTER,AMERICAN EXPRESS,DISCOVER	1	\$00.00	\$00.00	
Notes-Freight	+ FREIGHT CHARGES	1	\$29,376.60	\$29,376.60	

Remarks:	None
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Subtotal	\$1,125,860.60
Sales Tax (0.00%)	\$00.00
Grand Total	\$1,125,860.60

TERMS AND CONDITIONS:

1. Quote is stated in USD. Shipping and sales tax charges may apply.
2. Orders will not be submitted until a Purchase Order has been issued or a signed copy of the quote is received by IPS Group, Inc. If your company uses a blanket purchase order, please write the number in the 'P.O. No.' box near the top of the quote.
3. All requested information must be sent to the email address listed below or via mail. Notification will be sent once the order is submitted for processing.
4. This quote expires 90 days after the date it was issued.
5. Additional installation services required will be charged \$950/day per technician.
6. Training and Commissioning will be \$1000 minimum on a new installation if applicable.

Signature _____

Phone #	Fax #	E-mail
858-568-7648	858-408-7839	support@ipsgroupinc.com



**REQUEST FOR PROPOSALS
PARKING GARAGE PAYMENT SYSTEM TECHNOLOGY UPGRADE**

Sealed proposals endorsed **“PARKING GARAGE PAYMENT SYSTEM TECHNOLOGY UPGRADE”**, will be received at Birmingham City Hall, ATTN: Tiffany J. Gunter, 151 Martin Street, Birmingham, Michigan, 48009; until **Thursday, September 24, 2020 at 4:00 PM EST** after which time bids will be publicly opened and read.

The City of Birmingham, Michigan is accepting sealed bid proposals from qualified professional firms to upgrade the existing parking garage payment system technology in the five parking garages in Downtown Birmingham. This work must be performed as specified in accordance with the specifications contained in the Request for Proposals (RFP).

The RFP, including the specifications, may be obtained online from the Michigan Inter-governmental Trade Network at <http://www.mitn.info> or at Birmingham City Hall, 151 Martin Street, Birmingham, Michigan. ATTENTION: City of Birmingham, Assistant City Manager, Tiffany J. Gunter.

The acceptance of any proposal made pursuant to this invitation shall not be binding upon the City of Birmingham until an agreement has been executed.

Submitted to MITN:	Friday, August 21, 2020
Deadline for Submissions:	<u>Thursday, September 24, 2020 at 4:00 PM</u>
Contact Person:	Assistant City Manager, Tiffany J. Gunter 151 Martin Street Birmingham, MI 48009 Phone: 248-530-1827 Email: tgunter@bhamgov.org



REQUEST FOR PROPOSALS PARKING GARAGE PAYMENT SYSTEM TECHNOLOGY UPGRADE

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INTRODUCTION

For purposes of this request for proposal the City of Birmingham will hereby be referred to as “the City” and the private firm or person will hereby be referred to as “Contractor.”

The City is accepting sealed bid proposals from qualified professional firms to upgrade the existing parking garage payment system technology in the five parking garages in Downtown Birmingham. This work must be performed as specified, in accordance with the specifications outlined by the Scope of Work contained in this Request for Proposals (RFP).

During the evaluation process, the City reserves the right to request additional information or clarification from contractors, or to allow corrections of errors or omissions. At the discretion of the City, contractors submitting proposals may be requested to make oral presentations as part of the evaluation.

It is anticipated that the selection of a Contractor will be completed by October 31, 2020. An Agreement for services will be required with the selected Contractor. A copy of the Agreement is contained herein for reference. Contract services will commence upon execution of the service agreement by the date specified by the City.

REQUEST FOR PROPOSALS (RFP)

The purpose of this RFP is to request sealed bid proposals from contractors presenting their qualifications, capabilities and costs to provide professional engineering evaluation services.

INVITATION TO SUBMIT A PROPOSAL

Proposals shall be submitted no later than **Thursday, September 24, 2020 at 4:00 PM** to:

City of Birmingham
ATTN: City Clerk's Office
151 Martin Street
Birmingham, Michigan 48009

One (1) original and two (2) copies of the proposal shall be submitted. *Also, include a digital copy of the RFP on a thumb drive in the packet.* The proposal should be firmly sealed in an envelope, which shall be clearly marked on the outside, **“PARKING GARAGE – PAYMENT SYSTEM TECHNOLOGY UPGRADE”**. Any proposal received after the due date cannot be accepted and will be rejected and returned, unopened, to the contractor. Contractor may submit more than one proposal provided each proposal meets the functional requirements.

INSTRUCTIONS TO BIDDERS

1. Any and all forms requesting information from the bidder must be completed on the attached forms contained herein (see Contractor's Responsibilities). If more than one bid is submitted, a separate bid proposal form must be used for each.
2. Any request for clarification of this RFP shall be made via the Michigan Intergovernmental Trade Network (MITN) no later than Monday, September 16, 2019. Such request for clarification shall be answered via MITN, in writing, no later than 5 days prior to the deadline for submissions.
3. All proposals must be submitted following the RFP format as stated in this document and shall be subject to all requirements of this document including the instruction to respondents and general information sections. All proposals must be regular in every respect and no interlineations, excisions, or special conditions shall be made or included in the RFP format by the respondent.
4. The contract will be awarded by the City to the most responsive and responsible bidder who can best accomplish the requirements of the Scope of Work in an effective and cost efficient manner.
5. Each respondent shall include in his or her proposal, in the format requested, the cost of performing the work. Municipalities are exempt from Michigan State Sales and Federal Excise taxes. Do not include such taxes in the proposal figure. The City will furnish the successful company with tax exemption information when requested.
6. Each respondent shall include in their proposal the following information: Firm name, address, city, state, zip code, telephone number, and fax number. The company shall also provide the name, address, telephone number and e-mail address of an individual in their organization to whom notices and inquiries by the City should be directed as part of their proposal.

EVALUATION PROCEDURE AND CRITERIA

Proposals will be evaluated and ranked. The City of Birmingham reserves the right to reject any and all proposals, to make an award based directly on the proposals or to negotiate further with one or more firms. The firm(s) selected will be chosen on the basis of the apparent greatest value to the City, including but not limited to:

1. Responsiveness to Objectives/Methodology – The firm shall provide a work program that expressly addresses the objectives identified in the Request for Proposals. The selection committee will determine how well the proposed work program benefits/assists the objectives of the City.
2. Experience and Qualifications – The firm must have demonstrated technical capacity to carry out the installation of new technological equipment and provide support services described herein, as well as experience in working with municipal governments or public entities. Provide information on technical training and relevant experience of ONLY the personnel who will be assigned to the City's project.
3. Capacity – Enumeration of the firm's capability to accomplish projects with its present work force. Firms should clearly identify all disciplines available within the firm and those that will be subcontracted to others. List the subcontracted firms that will be involved in the project. Provide for each firm the scope of responsibility.
4. Comparable Projects – Provide a list of five comparable projects/services that have been successfully completed by your firm within the past 5 years and a contact person (name, address, title, responsibility, and phone number) for each project.
5. Cost – The City will select the proposal that provides the best value for the services being requested .

TERMS AND CONDITIONS:

1. The City reserves the right to reject any or all proposals received, waive informalities, or accept any proposal, in whole or in part, it deems best. The City reserves the right to award the contract to the next most qualified Contractor if the successful Contractor does not execute a contract within ten (10) days after the award of the proposal.
2. The City reserves the right to request clarification of information submitted and to request additional information of one or more Contractors.
3. The City reserves the right to terminate the contract at its discretion should it be determined that the services provided do not meet the specifications contained herein. The City may terminate this Agreement at any point in the process upon notice to Contractor sufficient to indicate the City's desire to do so. In the case of such a stoppage, the City agrees to pay Contractor for services rendered to the time of notice, subject to the contract maximum amount.
4. Any proposal may be withdrawn up until the date and time set above for the opening of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days, to provide the services set forth in the proposal.
5. The cost of preparing and submitting a proposal is the responsibility of the Contractor and shall not be chargeable in any manner to the City.
6. Payment will be made within thirty (30) days after invoice. Acceptance by the City is defined as authorization by the designated City representative to this project that all the criteria requested under the Scope of Work contained herein have been provided. Invoices are to be rendered each month following the date of execution of an Agreement with the City.
7. The Contractor will not exceed the timelines established for the completion of this project.
8. The successful bidder shall enter into and will execute the contract as set forth and attached as Attachment A.

CONTRACTOR'S RESPONSIBILITIES

Each bidder shall provide the following as part of their proposal:

1. Complete and sign all forms requested within this RFP.
 - a. Bidder's Agreement (Attachment B)
 - b. Cost Proposal (Attachment C)

- c. Iran Sanctions Act Vendor Certification Form (Attachment D)
 - d. Agreement (– **only if selected by the City**).
-
- 2. Provide a description of completed projects (preferably projects working with similar parking infrastructure with respect to size and age) and other businesses that demonstrate the firm’s ability to complete projects of similar scope, size, and purpose, and in a timely manner, and within budget.
 - 3. Provide a written plan detailing the plan for executing the tasks as set forth in the Scope of Work.
 - 4. The Contractor will be responsible for any changes necessary for the plans to be approved by the City.
 - 5. Provide a description of the firm, including resumes and professional qualifications of the principals involved in administering the project.
 - 6. Provide a list of sub-contractors and their qualifications, if applicable.
 - 7. Provide three (3) client references from past projects, include current phone numbers.
 - 8. Provide a project timeline addressing each section within the Scope of Work and a description of the overall project approach. Include a statement that the Contractor will be available according to the proposed timeline.

CITY’S RESPONSIBILITY

- 1. The City will provide a designated representative to work with the Contractor to coordinate both the City’s and Contractor’s efforts.
- 2. The City will be accessible to the Contractor during regular business hours as approved by the City’s designated representative.

SETTLEMENT OF DISPUTES

The successful bidder agrees to certain dispute resolution avenues/limitations. Please refer to the Agreement attached as Attachment A for the details and what is required of the successful bidder.

INSURANCE

The successful bidder is required to procure and maintain certain types of insurances. Please refer to the Agreement attached as Attachment A for the details and what is required of the successful bidder.

CONTINUATION OF COVERAGE

The Contractor also agrees to provide all insurance coverages as specified. Upon failure of the Contractor to obtain or maintain such insurance coverage for the term of the agreement,

the City may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the contract amount. In obtaining such coverage, City shall have no obligation to procure the most cost effective coverage but may contract with any insurer for such coverage.

EXECUTION OF CONTRACT

The bidder whose proposal is accepted shall be required to execute the contract and to furnish all insurance coverages as specified within ten (10) days after receiving notice of such acceptance. Any contract awarded pursuant to any bid shall not be binding upon the City until a written contract has been executed by both parties. Failure or refusal to execute the contract shall be considered an abandoned all rights and interest in the award and the contract may be awarded to another. The successful bidder agrees to enter into and will execute the contract as set forth and attached as Attachment A.

INDEMNIFICATION

The successful bidder agrees to indemnify the City and various associated persons. Please reference the Agreement attached as Attachment A for the details and what is required of the successful bidder.

CONFLICT OF INTEREST

The successful bidder is subject to certain conflict of interest requirements/restrictions. Please refer to the Agreement attached as Attachment A for the details and what is required of the successful bidder.

EXAMINATION OF PROPOSAL MATERIALS

The submission of a proposal shall be deemed a representation and warranty by the Contractor that it has investigated all aspects of the RFP, that it is aware of the applicable facts pertaining to the RFP process and its procedures and requirements, and that it has read and understands the RFP. Statistical information which may be contained in the RFP or any addendum thereto is for informational purposes only.

SCOPE OF WORK

The City is accepting sealed bid proposals from qualified professional firms to upgrade the existing parking garage payment system technology in the five parking garages in Downtown Birmingham. The City would like to begin installation of the system upgrade before the end of the year. This work must be performed as specified, in accordance with the specifications outlined by the following:

There are an existing 23 Skidata machines in operation at the five municipal garages in downtown Birmingham. Eleven (11) of the machines are used at the entrance gates, twelve (12) machines are used at the exit gates. The City seeks to either replace or upgrade this equipment with the following features:

Physical Characteristics:

- Interactive-customizable touch display
- Ticket dispenser
- Barcode scanner
- RFID reader
- Intercom with mic and speaker (video preferred, but not required)
- Credit card readers – (P2PE EMV to provide high level security and real time data uploads to the cloud).
- Exit lanes will have credit card acceptance only. (There will be no cash or coins collected in the garages.)
- Bluetooth enabled devices will be in each lane (monthly parkers contactless option).
- Compatibility with:
 - Park Mobile Reservation System
 - SP Plus SmartConnect
 - SP Plus RMS (Remote Monitoring System) Software (minimum 15 users).
- Desktop equipment for system operation to include:
 - Hardware and software for system control and operation
 - Report generating capabilities

Installation to include, but not limited to (please specify other considerations in your proposal):

1. Removal of the old equipment, as necessary.
2. Installation of all lane equipment.
3. Provide and install new conduit, as required.
4. Securely mount all new equipment.
5. Initial system programming.
6. Minimum (2) hours, system training for on-site staff and two (2) copies of the operations and complete parts manual.
7. Minimum two (2) year warranty on the new equipment, on parts and labor to replace defective parts due to normal wear and tear.

Because the City has existing technological infrastructure and is seeking to upgrade the payment system. The bidder is encouraged to visit the municipal garages to determine their ability to:

1. Re-use the existing power, as required.
2. Re-use the existing conduits, as needed.
3. Re-use the existing concrete islands, where possible.



**ATTACHMENT A - AGREEMENT
PARKING GARAGE PAYMENT SYSTEM TECHNOLOGY UPGRADE**

This AGREEMENT, made this _____ day of _____, 2020, by and between the City of Birmingham (hereinafter sometimes called "the City"), having its principal municipal office at 151 Martin Street, Birmingham, MI, and _____ (hereinafter called "Contractor"), provides as follows:

WITNESSETH:

WHEREAS, the City has heretofore advertised for bids for the procurement and performance of services required to serve as the City's qualified professional firm to upgrade the existing parking garage payment system technology in the five parking garages in Downtown Birmingham and in connection therewith has prepared a request for sealed proposals ("RFP"), which includes certain instructions to bidders, specifications, terms and conditions.

WHEREAS, the Contractor has professional qualifications that meet the project requirements and has made a bid in accordance with such request for cost proposals to perform the parking garage payment system technological upgrade.

NOW, THEREFORE, for and in consideration of the respective agreements and undertakings herein contained, the parties agree as follows:

1. It is mutually agreed by and between the parties that the documents consisting of the Request for Proposal to upgrade the existing parking garage payment system technology in the five parking garages in Downtown Birmingham. The Contractor's cost proposal dated _____ shall be incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto.
2. The Contractor's Proposal shall be incorporated herein by reference, shall become a part of this Agreement, and shall be binding on the parties hereto. In the event there is a conflict between the Proposal and this Agreement, this Agreement shall control.
3. The term of this Agreement shall commence on _____ for a period of _____ expiring _____. If changes to the existing terms are sought, an amendment to the Agreement must be prepared and signed before any changes are effective.

4. Notwithstanding the foregoing term, either party may terminate this Agreement for any or no reason upon a thirty day (30) notice to the other party. If the City terminates the Agreement under this paragraph, Contractor will be compensated for any work already performed up to the date of termination. However, Contractor shall not perform any new work or incur new costs after the City's notice of termination unless specifically authorized by the City.
5. The City shall pay the Contractor for the performance of this Agreement in an amount not to exceed \$_____ as set forth in the Contractor's _____ cost proposal. Contractor shall submit monthly invoices in accordance with the schedule of values attached to and incorporated in this Agreement. City will be required to make payments of undisputed amounts against such monthly payment invoices within thirty (30) days of receipt of such invoices.
6. In the event City requests services from the Contractor that are outside the scope of this Agreement ("Additional Services"), the Contractor shall provide a written proposal to the City indicating any additional time or additional cost required to perform such Additional Services. Only upon City's issuance of its written approval of such additional time/cost, if any, the Contractor may commence Additional Services.
7. This Agreement shall commence upon execution by both parties, unless the City exercises its option to terminate the Agreement in accordance with the Request for Proposals.
8. The Contractor shall employ personnel of good moral character and fitness in performing all services under this Agreement. The Contractor shall provide a list of personnel assigned to this Project at the commencement of its services. No change in personnel may be made by the Contractor without obtaining a prior written approval of the City.
9. The Contractor and the City agree that the Contractor is acting as an independent Contractor with respect to the Contractor's role in providing services to the City pursuant to this Agreement, and as such, shall be liable for its own actions and neither the Contractor nor its employees shall be construed as employees of the City of Birmingham ("City"). Nothing contained in this Agreement shall be construed to imply a joint venture or partnership and neither party, by virtue of this Agreement, shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party, except as specifically outlined herein. Neither the City nor the Contractor shall be considered or construed to be the agent of the other, nor shall either have the right to bind the other in any manner whatsoever, except as specifically provided in this Agreement, and this Agreement shall not be construed as a contract of agency. The Contractor shall not be entitled or eligible to participate in any benefits or privileges given or extended by the City, or be deemed an employee of the City for purposes of federal or state withholding taxes, FICA taxes, unemployment, workers' compensation or any other employer contributions on behalf of the City.

10. The Contractor acknowledges that in performing services pursuant to this Agreement, certain confidential and/or proprietary information (including, but not limited to, internal organization, methodology, personnel and financial information, etc.) may become involved. The Contractor recognizes that unauthorized exposure of such confidential or proprietary information could irreparably damage the City. Therefore, the Contractor agrees to use reasonable care to safeguard the confidential and proprietary information and to prevent the unauthorized use or disclosure thereof. The Contractor shall inform its employees of the confidential or proprietary nature of such information and shall limit access thereto to employees rendering services pursuant to this Agreement. The Contractor further agrees to use such confidential or proprietary information only for the purpose of performing services pursuant to this Agreement.
11. This Agreement shall be governed by and performed, interpreted and enforced in accordance with the laws of the State of Michigan. The Contractor agrees to perform all services provided for in this Agreement in accordance with and in full compliance with all local, state and federal laws and regulations.
12. If any provision of this Agreement is declared invalid, illegal or unenforceable, such provision shall be severed from this Agreement and all other provisions shall remain in full force and effect.
13. This Agreement shall be binding upon the successors and assigns of the parties hereto, but no such assignment shall be made by the Contractor without the prior written consent of the City. Any attempt at assignment without prior written consent shall be void and of no effect.
14. The Contractor agrees that neither it nor its sub-Contractors will discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight or marital status. The Contractor shall inform the City of all claims or suits asserted against it by the Contractor's employees who work pursuant to this Agreement. The Contractor shall provide the City with periodic status reports concerning all such claims or suits, at intervals established by the City.
15. The Contractor shall not commence work under this Agreement until it has, at its sole expense, obtained the insurance required under this paragraph. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with carriers acceptable to the City.
16. The Contractor shall maintain during the life of this Agreement the types of insurance coverage and minimum limits as set forth below:
 - A. Workers' Compensation Insurance:

For Non-Sole Proprietorships: Contractor shall procure and maintain during the life of this Agreement, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

For Sole Proprietorships: Contractor shall complete and furnish to the City prior to the commencement of work under this Agreement a signed and notarized Sole Proprietor Form, for sole proprietors with no employees or with employees, as the case may be.

- B. Commercial General Liability Insurance: Contractor shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than **\$1,000,000** per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.
- C. Motor Vehicle Liability: Contractor shall procure and maintain during the life of this Agreement Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- D. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be *Additional Insureds*: The City of Birmingham, including all elected and appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to any other coverage that may be available to the additional insured, whether any other available coverage by primary, contributing or excess.
- E. Professional Liability: Professional liability insurance with limits of not less than \$1,000,000 per claim if Contractor will provide service that are customarily subject to this type of coverage.
- F. Pollution Liability Insurance: Contractor shall procure and maintain during the life of this Agreement Pollution Liability Insurance, with limits of liability of not less than \$1,000,000, per occurrence preferred, but claims made accepted.
- G. Owners Contractors Protective Liability: The Contractor shall procure and maintain during the life of this contract, an Owners Contractors Protective Liability Policy with limits of liability not less than \$3,000,000 per occurrence, combined single limit, Personal Injury, Bodily Injury and Property Damage. The City of Birmingham shall be "Name Insured" on said coverage.

- H. Cancellation Notice: Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
- I. Proof of Insurance Coverage: Contractor shall provide the City of Birmingham at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City of Birmingham, as listed below.
- 1) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance;
 - 2) Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
 - 3) Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
 - 4) Two (2) copies of Certificate of Insurance for Professional Liability Insurance;
 - 5) If so requested, Certified Copies of all policies mentioned above will be furnished.
- J. Coverage Expiration: If any of the above coverages expire during the term of this Agreement, Contractor shall deliver renewal certificates and/or policies to the City of Birmingham at least (10) days prior to the expiration date.
- K. Maintaining Insurance: Upon failure of the Contractor to obtain or maintain such insurance coverage for the term of the Agreement, the City of Birmingham may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the Agreement amount. In obtaining such coverage, the City of Birmingham shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.
17. To the fullest extent permitted by law, the Contractor and any entity or person for whom the Contractor is legally liable, agrees to be responsible for any liability, defend, pay on behalf of, indemnify, and hold harmless the City elected and appointed officials, employees and volunteers and others working on behalf of the City of Birmingham against any and all claims, demands, suits, or loss, including all costs and reasonable attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this Agreement. Such responsibility shall not be construed as liability for damage caused by or resulting from the sole act or omission of its elected or appointed officials, employees, volunteers or others working on behalf of the City.
18. If, after the effective date of this Agreement, any official of the City, or spouse, child, parent or in-law of such official or employee shall become directly or indirectly interested in this Agreement or the affairs of the Contractor, the City shall have the right to terminate this Agreement without further liability to the Contractor if the disqualification

has not been removed within thirty (30) days after the City has given the Contractor notice of the disqualifying interest. Ownership of less than one percent (1%) of the stock or other equity interest in a corporation or partnership shall not be a disqualifying interest. Employment shall be a disqualifying interest.

19. If Contractor fails to perform its obligations hereunder, the City may take any and all remedial actions provided by the general specifications or otherwise permitted by law.
20. All notices required to be sent pursuant to this Agreement shall be mailed to the following address:

City of Birmingham
Attn: Assistant City Manager
151 Martin Street
Birmingham, MI 48009

21. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled either by commencement of a suit in Oakland County Circuit Court, the 48th District Court or by arbitration. If both parties elect to have the dispute resolved by arbitration, it shall be settled pursuant to Chapter 50 of the Revised Judicature Act for the State of Michigan and administered by the American Arbitration Association with one arbitrator being used, or three arbitrators in the event any party's claim exceeds \$1,000,000. Each party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration. Such arbitration shall qualify as statutory arbitration pursuant to MCL§600.5001 et. seq., and the Oakland County Circuit Court or any court having jurisdiction shall render judgment upon the award of the arbitrator made pursuant to this Agreement. The laws of the State of Michigan shall govern this Agreement, and the arbitration shall take place in Oakland County, Michigan. In the event that the parties elect not to have the matter in dispute arbitrated, any dispute between the parties may be resolved by the filing of a suit in the Oakland County Circuit Court or the 48th District Court.
22. FAIR PROCUREMENT OPPORTUNITY: Procurement for the City will be handled in a manner providing fair opportunity for all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the City.

IN WITNESS WHEREOF, the said parties have caused this Agreement to be executed as of the date and year above written.

WITNESSES:

CONTRACTOR

By: _____

Its:

CITY OF BIRMINGHAM

By: _____

Its: Mayor

By: _____

Alexandria Bingham

Its: City Clerk

Approved:

Tiffany J. Gunter, Assistant City Manager
(Approved as to substance)

Mark Gerber, Director of Finance
(Approved as to financial obligation)

Timothy J. Currier, City Attorney
(Approved as to form)

Joseph A. Valentine, City Manager
(Approved as to substance)



**ATTACHMENT B - BIDDER'S AGREEMENT
PARKING GARAGE PAYMENT SYSTEM TECHNOLOGY UPGRADE**

In submitting this proposal, as herein described, the Contractor agrees that:

1. They have carefully examined the specifications, terms and Agreement of the Request for Proposal and all other provisions of this document and understand the meaning, intent, and requirement of it.
2. They will enter into a written contract and furnish the item or items in the time specified in conformance with the specifications and conditions contained therein for the price quoted by the proponent on this proposal.

**PREPARED BY
(Print Name)**

DATE

TITLE

AUTHORIZED SIGNATURE

E-MAIL ADDRESS

COMPANY

ADDRESS

PHONE

NAME OF PARENT COMPANY

PHONE

ADDRESS



ATTACHMENT C - COST PROPOSAL

PARKING GARAGE PAYMENT SYSTEM TECHNOLOGY UPGRADE

In order for the bid to be considered valid, this form must be completed in its entirety. The cost for the Scope of Work as stated in the Request for Proposal documents shall be a lump sum, as follows:

Attach technical specifications for all proposed materials as outlined in the Contractor's Responsibilities section of the RFP

COST PROPOSAL		
ITEM	COST PER	TOTAL
Physical Equipment (11 Entry Stations)	\$	
Physical Equipment (12 Exit Stations)	\$	
Installation Costs	\$ N/A	
<i>Other costs:</i>	\$	
	\$	
	\$	
	\$	
	\$	
TOTAL AMOUNT	\$	

*Vendor is welcome to provide a more detailed estimate with submission of a proposal

Firm Name_____

Authorized signature_____ Date_____



**ATTACHMENT D - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM
PARKING GARAGE STRUCTURAL ASSESSMENT PROGRAM**

Pursuant to Michigan Law and the Iran Economic Sanction Act, 2012 PA 517 ("Act"), prior to the City accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must certify that it is not an "Iran Linked Business", as defined by the Act.

By completing this form, the Vendor certifies that it is not an "Iran Linked Business", as defined by the Act and is in full compliance with all provisions of the Act and is legally eligible to submit a bid for consideration by the City.

PREPARED BY
(Print Name)

DATE

TITLE

AUTHORIZED SIGNATURE

E-MAIL ADDRESS

COMPANY

ADDRESS

PHONE

NAME OF PARENT COMPANY

PHONE

ADDRESS

TAXPAYER I.D.#

DRAFT



MEMORANDUM

Office of the City Manager

DATE: June 3, 2020

TO: Advisory Parking Committee

FROM: Tiffany J. Gunter, Assistant City Manager

SUBJECT: Master Plan Summary – Committee Comments

At the May 2020 APC meeting, it was agreed that committee members would submit comments regarding the City's Master Plan to staff and staff would aggregate those comments to help guide the discussion for the June meeting. Staff assembled the following table and shared with committee members that highlighted any portions of the draft master plan document that were parking related:

Master Plan Summary Document – Cheat Sheet
Master Plan Summary Document – Cheat Sheet

Downtown	Bicycle Parking / EV Charger	Other Districts (Triangle, Rail, Adam Sq., etc.)	Residential/Neighborhoods
Pg 10 – Overnight parking	Pg 8 – Bicycle parking in parks	Pg 9 – Public parking investment (Triangle District development attraction tool)	Pg 7 –Neighborhood gathering places/off-street parking
Pg 14 – Parking requirements for ADUs (Accessory Dwelling Units)	Pg 9 – Enhance/expand streetside bicycle parking (micro-mobility)	Pg 10 – Shared parking arrangements (mixed use developments with Residential)	Pg 12 – Parking restrictions/ Residential parking permits
Pg 17 – Wayfinding, Dining Decks	Pg 17 – Bicycle parking within public streetscape	Pg 17 - Wayfinding for parking	Pg 21 – Parking requirements
Pg 18 – Unbundled residential parking study (5 year)	Pg 19 – EV Chargers and secure bicycle parking in parking garages	Pg 18 – Unbundled residential parking, Triangle district parking deck	
Pg 19 – Downtown parking capacity expansion studies, monthly permit sales increase, parking		Pg 20 – New assessment (incremental tax) district, parking deck, metered parking	

technology, Lot 6 parking garage			
Pg 20 – S. Old Woodward Surface Lot parking		Pg 22 – Rail district parking structure	
Pg 21 – Reduced parking requirements (shared parking alternative)			

The following comments were received prior to the June meeting. The committee is asked to discuss the following areas where agreement or disagreement with the proposals in the draft master plan has been identified and determine how this feedback will be shared with the Planning Department.

Bicycle Parking

The bike rack in front of lot #6 rarely gets used. Maybe if you build it they will come. Perhaps add a biking question to the next parking survey.

Agree that we need enhanced and expanded streetside bicycle parking with additional parking areas for micro mobility devices.

Any Comments on bicycle parking in decks?

Wayfinding/Directory

Wayfinding very important and needs to be improved, agree very much with master plan.

Business directory, great idea.

Outdoor Dining Decks

Agree with reducing # of dining decks to improve parking. Reduce # of permitted dining decks in the old Woodworth, Hamilton, Merrell, Pierce, West Maple area to improve parking for retail shoppers.

Limit Restaurants to one deck each, and limit the number of decks as to two per block

Permits should be reviewed periodically to be congruent with other retail establishments on the block. To be preferential to restaurants over retail seems unfair.

Definitely not a fan of the proposed pavilion and restrooms in Lot #6. Too many parking spaces lost These are the most convenient spaces in the lot. Also, previous discussion of a deck in Lot #6 indicated that it was not possible due to underground sewers.

Parking Requirements

Explanation: Unbundled parking would allow a potential developer to remove the parking requirement and allow for overnight shared parking in the municipal garages.

Explanation: The accessory dwelling units proposal would require that the homeowner must still live there, but when building the accessory unit would not be required to add additional parking. The purpose of including these ideas in the future plan for the City is part of the effort to achieve more attainable housing.

Comment received: Incentivizing development by reducing parking requirements seems to invite parking issues

Bates Street Project

Bates street extension. Too costly, too disruptive, and too big of a negative impact on Booth Park. I would rather see a new deck built on the surface lot.

Booth park could use a parking lot to allow parents to safely discharge their children to play in the park. We have a park without parking.

Major Parking Infrastructure Projects

There was discussion in the past to add two levels to the Pierce parking structure. I still think this is a good idea since the deck is in the core of downtown.

Agree with an investment in public parking within the triangle district/ Hanes Square district in order to service existing and encourage additional development.

Build Walgreens parking deck as planned

Residential Permit Parking

Agree with the need to reassign parking restrictions citywide allowing each neighborhood to select one of the following options:

A: no restriction

B: two hour parking

C: permit by parking only 5 PM to 10 AM

D: possibly a 4-hour option

Downtown	Bicycle Parking / EV Charger	Other Districts (Triangle, Rail, Adam Sq., etc.)	Residential/Neighborhoods
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Pg 14 – Parking requirements for	Pg 9 – Enhance/expand	Pg 10 – Shared parking	Pg 12 – Parking restrictions/ Residential

ADUs (Accessory Dwelling Units)	streetside bicycle parking (micro-mobility)	arrangements (mixed use developments with Residential)	parking permits
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There was discussion in the past to add two levels to the Pierce parking structure. I still think this is a good idea since the deck is in the core of downtown.

Agree with an investment in public parking within the triangle district/ Hanes Square district in order to service existing and encourage additional development.

Build Walgreens parking deck as planned

Residential Permit Parking

Agree with the need to reassign parking restrictions citywide allowing each neighborhood to select one of the following options:

- A: no restriction
 B: two hour parking
 C: permit by parking only 5 PM to 10 AM
 D: possibly a 4-hour option

Downtown	Bicycle Parking / EV Charger	Other Districts (Triangle, Rail, Adam Sq., etc.)	Residential/Neighborhoods
Pg 10 – Overnight parking	Pg 8 – Bicycle parking in parks	Pg 9 – Public parking investment (Triangle District development attraction tool)	Pg 7 –Neighborhood gathering places/off-street parking
Pg 14 – Parking requirements for ADUs (Accessory Dwelling Units)	Pg 9 – Enhance/expand streetside bicycle paring (micro- mobility)	Pg 10 – Shared parking arrangements (mixed use developments with Residential)	Pg 12 – Parking restrictions/ Residential parking permits
Pg 17 – Wayfinding, Dining Decks	Pg 17 – Bicycle parking within public streetscape	Pg 17 - Wayfinding for parking	Pg 21 – Parking requirements
Pg 18 – Unbundled residential parking study (5 year)	Pg 19 – EV Chargers and secure bicycle parking in parking garages	Pg 18 – Unbundled residential parking, Triangle district parking deck	
Pg 19 – Downtown parking capacity expansion studies, monthly permit sales increase, parking technology, Lot 6 parking garage		Pg 20 – New assessment (incremental tax) district, parking deck, metered parking	
Pg 20 – S. Old Woodward Surface Lot parking		Pg 22 – Rail district parking structure	
Pg 21 – Reduced parking requirements (shared parking alternative)			

The following comments were received prior to the June meeting. The committee is asked to discuss the following areas where agreement or disagreement with the proposals in the draft master plan has been identified and determine how this feedback will be shared with the Planning Department.

Bicycle Parking

The bike rack in front of lot #6 rarely gets used. Maybe if you build it they will come. Perhaps add a biking question to the next parking survey.

Agree that we need enhanced and expanded streetside bicycle parking with additional parking areas for micro mobility devices.

Any Comments on bicycle parking in decks?

Wayfinding/Directory

Wayfinding very important and needs to be improved, agree very much with master plan.

Business directory, great idea.

Outdoor Dining Decks

Agree with reducing # of dining decks to improve parking. Reduce # of permitted dining decks in the old Woodworth, Hamilton, Merrell, Pierce, West Maple area to improve parking for retail shoppers.

Limit Restaurants to one deck each, and limit the number of decks as to two per block

Permits should be reviewed periodically to be congruent with other retail establishments on the block. To be preferential to restaurants over retail seems unfair.

Definitely not a fan of the proposed pavilion and restrooms in Lot #6. Too many parking spaces lost These are the most convenient spaces in the lot. Also, previous discussion of a deck in Lot #6 indicated that it was not possible due to underground sewers.

Parking Requirements

Explanation: Unbundled parking would allow a potential developer to remove the parking requirement and allow for overnight shared parking in the municipal garages.

Explanation: The accessory dwelling units proposal would require that the homeowner must still live there, but when building the accessory unit would not be required to add additional parking. The purpose of including these ideas in the future plan for the City is part of the effort to achieve more attainable housing.

Comment received: Incentivizing development by reducing parking requirements seems to invite parking issues

Bates Street Project

Bates street extension. Too costly, too disruptive, and too big of a negative impact on Booth Park. I would rather see a new deck built on the surface lot.

Booth park could use a parking lot to allow parents to safely discharge their children to play in the park. We have a park without parking.

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MEMORANDUM

Office of the City Manager

DATE: June 3, 2020

TO: Advisory Parking Committee

FROM: Tiffany J. Gunter, Assistant City Manager

SUBJECT: Master Plan Summary – Committee Comments

At the May 2020 APC meeting, it was agreed that committee members would submit comments regarding the City's Master Plan to staff and staff would aggregate those comments to help guide the discussion for the June meeting. Staff assembled the following table and shared with committee members that highlighted any portions of the draft master plan document that were parking related:

Master Plan Summary Document – Cheat Sheet
Master Plan Summary Document – Cheat Sheet

Downtown	Bicycle Parking / EV Charger	Other Districts (Triangle, Rail, Adam Sq., etc.)	Residential/Neighborhoods
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