



Department of Management Services  
Purchasing Division  
241 West South Street  
Kalamazoo, MI 49007-4796  
Phone: 269.337.8020  
Fax: 269.337.8500  
[www.kalamazoocity.org](http://www.kalamazoocity.org)  
[purchasing@kalamazoocity.org](mailto:purchasing@kalamazoocity.org)

**VIRTUAL PRE-PROPOSAL MEETING**

**Wednesday, August 3, 2022 at 3:00 p.m. Local Time via Zoom Webinar**

**Register in advance:** [https://us06web.zoom.us/webinar/register/WN\\_axi3ZKv-SOG3iREvppUe1Q](https://us06web.zoom.us/webinar/register/WN_axi3ZKv-SOG3iREvppUe1Q)

**REQUEST FOR PROPOSALS (RFP)**

The City of Kalamazoo, Michigan is soliciting sealed proposals for:

**Project Name: Downtown Parking & Mobility Consultant**      Proposal Reference #: 91884-001.0

**RFP ISSUE DATE: July 21, 2022**

Number of Copies Required: **One (1)** paper copies +  
**One (1)** electronic copy (USB thumb drive)

**PROPOSAL DUE/OPENING DATE: August 23, 2022 at 3:00 p.m. Local Time**

*Facsimile Proposals Will Not Be Accepted*

**MAILING ADDRESS & INSTRUCTIONS**

**Mail to:**

Purchasing Division  
241 W. South Street  
Kalamazoo, MI 49007

**Questions about this RFP should be directed to:**

Department Contact: **Christina Anderson,**  
**City Planner at (269) 337-8811 or**  
[andersonc@kalamazoocity.org](mailto:andersonc@kalamazoocity.org)

*Include on the Envelope the Project Name and Proposal Reference Number (above). All Envelopes Must Be Sealed.*

You are invited to submit a proposal for this project. Specifications, terms, conditions and instructions for submitting proposals are contained herein. This Request for Proposals with all pages, documents and attachments contained herein, or subsequently added to and made a part hereof, submitted as a fully and properly executed proposal shall constitute the contract between the City and the successful proposer when approved and accepted on behalf of the City by an authorized official or agent of the City. Please review the proposal document as soon as possible and note the **DEADLINE FOR QUESTIONS** in the Instructions to Proposers.

All proposers shall complete and return the Proposal and Award page(s) and submit all information requested herein in order for a proposal to be responsive. **FAILURE TO DO SO MAY RESULT IN THE PROPOSAL BEING REJECTED AS NON-RESPONSIVE.** The proposal document shall be returned in its entirety, in a properly identified and sealed envelope to the Purchasing Division at the above address. **PROPOSALS MUST BE RECEIVED BEFORE THE DUE DATE - LATE PROPOSALS WILL NOT BE CONSIDERED.** The City reserves the right to postpone the proposal opening for its own convenience.

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**STATEMENT OF NO PROPOSAL**

**NOTE: If you DO NOT intend to bid on this commodity or service, please complete and return this form immediately.** Your response will assist us in evaluating all responses for this important project and to improve our bid solicitation process.

The Purchasing Division of the City of Kalamazoo wishes to keep its proposers list file up-to-date. If, for any reason, you cannot supply the commodity/service noted in this proposal solicitation, this form must be completed and returned to remain on the particular proposal list for future projects of this type.

**If you do not respond to this inquiry within the time set for the proposal opening date and time noted, we will assume that you can no longer supply this commodity/service, and your name will be removed from this proposal list.**

- \_\_\_\_\_ Specifications too "tight", i.e. geared toward one brand or manufacturer only (explain below).
- \_\_\_\_\_ Specifications are unclear (explain below).
- \_\_\_\_\_ We are unable to meet specifications.
- \_\_\_\_\_ Insufficient time to respond to the Request for Proposal.
- \_\_\_\_\_ Our schedule would not permit us to perform.
- \_\_\_\_\_ We are unable to meet bond requirements.
- \_\_\_\_\_ We are unable to meet insurance requirements.
- \_\_\_\_\_ We do not offer this product or service.
- \_\_\_\_\_ Remove us from your proposers list for this commodity or service.
- \_\_\_\_\_ Other (specify below).

REMARKS:

\_\_\_\_\_  
\_\_\_\_\_

SIGNED: \_\_\_\_\_ NAME: \_\_\_\_\_  
(Type or Print)

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

FIRM NAME: \_\_\_\_\_  
(if any)

ADDRESS: \_\_\_\_\_  
(Street address) (City) (State) (Zip)

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

EMAIL: \_\_\_\_\_

**SECTION I - INSTRUCTIONS TO PROPOSERS**

1. **EXAMINATION OF PROPOSAL DOCUMENT**-Before submitting a proposal, proposers shall carefully examine the specifications and shall fully inform themselves as to all existing conditions and limitations. The proposer shall indicate in the proposal the sum to cover the cost of all items included on the proposal form.
2. **PREPARATION OF PROPOSAL**-The proposal shall be legibly prepared in ink or typed. If a unit price or extension already entered by the proposer on the Proposal and Award form is to be altered, it shall be crossed out and the new unit price or extension entered above or below and initialed by the proposer with ink. The proposal shall be legally signed and the complete address of the proposer given thereon.

All proposals shall be tightly sealed in an envelope plainly marked **SEALED PROPOSAL** and identified by project name, bid opening date and time. Proposals opened by mistake, due to improper identification, will be so documented and resealed. The Purchasing Division will maintain and guarantee confidentiality of the contents until the specified opening date and time. Facsimile bids will not be accepted.

3. **EXPLANATION TO PROPOSERS**-Any binding explanation desired by a proposer regarding the meaning or interpretation of the Request for Proposal (RFP) and attachments must be requested in writing, **at least 5 business days before the proposal opening** and with sufficient time allowed for a reply to reach all prospective proposers before the submission of their proposal. Any information given to a prospective proposer concerning the RFP will be furnished to all prospective proposers as an amendment or addendum to the RFP if such information would be prejudicial to uninformed proposers. Receipt of amendments or addenda by a proposer must be acknowledged in the proposal by attachment, or by letter or fax received before the time set for opening of proposals. Oral explanation or instructions given prior to the opening will not be binding.
4. **CASH DISCOUNTS**-Discount offered for payment of less than thirty (30) days will not be considered in evaluating proposals for award. Offered discounts of less than thirty (30) days will be taken if payment is made within the discount period, even though not considered in evaluation of the proposal.
5. **WITHDRAWAL OF PROPOSALS**-Proposals may be withdrawn in person by a proposer or authorized representative, provided their identity is made known and a receipt is signed for the proposal, but only if the withdrawal is made prior to the exact time set for receipt of proposal. No proposal may be withdrawn for at least one hundred twenty (120) days after proposal opening.
6. **ALTERNATE PROPOSALS**-Proposers are cautioned that any alternate proposal, unless specifically requested or any changes, insertions or omissions to the terms and conditions, specifications or any other requirement of this RFP may be considered non-responsive, and at the option of the City, result in rejection of the alternate proposal.
7. **LATE PROPOSALS**-Any proposal received at the office designated herein after the exact time specified for receipt will not be considered. (Note: The City reserves the right to consider proposals that have been determined by the City to be received late due to mishandling by the City after receipt of the proposal and no award has been made.)
8. **UNIT PRICES**-If there is a discrepancy between unit prices and their extension, unit prices shall prevail.

**SECTION II  
PROPOSAL AND AWARD**

The undersigned having become thoroughly familiar with and understanding all of the proposal/contract documents incorporated herein, agrees to provide parking and mobility consulting services as specified herein:

**DOWNTOWN PARKING & MOBILITY CONSULTANT**

**A price proposal shall be submitted in a separate sealed envelope marked “Price Proposal”. The pricing in the sealed envelope shall be the only listed pricing in the proposal.** This Price Proposal shall only be opened by City personnel after selection of an independent consultant. This work is a three (3)-year contract of up to \$75,000 per year. Currently, the City anticipates that work in the first year or two of the contract will likely be more intensive than year three.

The sealed Price Proposal shall itemize the cost of project work items which make up the total price for the project. Detail all services to be performed for the price offered and include charges/rates to be billed for the labor, meetings, telephone calls, printing and travel.

Prices stated shall include all costs associated with the performance of the services specified, including hourly rates, materials, supervision, labor, insurance, transportation, delivery, fuel or other surcharges, demurrage, and related costs. No other charges shall be allowed. All prices and fees are stated in U.S. dollars.

Price stated shall be firm for the full term of this Contract.

Proposer/Contractor has examined and carefully studied the bidding documents and attachments, and acknowledges receipt of the following addenda:

Addendum No: \_\_\_\_\_

Dated: \_\_\_\_\_

Proposer shall provide all of the information as requested herein with their proposal. **Failure to do so and/or failure to provide post-proposal requested information may be cause for rejecting the proposal as non-responsive.**

By my signature below, I certify that the firm bidding on this contract, when making hiring decisions, does not use a past criminal conviction as a bar to or preclude a person with a criminal conviction from being considered for employment with the bidding firm unless otherwise precluded by federal or state law. I further certify that I have read and agree to be bound by the provisions of the City’s Non-Discrimination Clause found in Appendix A and as updated by City Ordinance 1856.

Signed: \_\_\_\_\_ Name: \_\_\_\_\_

Title: \_\_\_\_\_



**QUALIFICATIONS QUESTIONNAIRE**

Please answer the following questions completely. You may submit answers on this form or as an attachment to this document, additional information (brochures, illustrations, etc.) will also be used in determining qualifications. If not using this form, please follow its format.

1. Firm name: \_\_\_\_\_

2. Established: Year \_\_\_\_\_ State \_\_\_\_\_

3. Type of organization:

- |                |       |                |       |
|----------------|-------|----------------|-------|
| a. Individual  | _____ | b. Partnership | _____ |
| c. Corporation | _____ | d. Other       | _____ |

4. Former firm name(s) if any, and year(s) in business:  
\_\_\_\_\_  
\_\_\_\_\_

5. Home office business address and telephone number where work will be performed.  
\_\_\_\_\_

6. Branch office(s) if work will be performed there:  
\_\_\_\_\_

7. Personnel of firm who will be working on this project. Attach resumes of key personnel:

	YRS			
NAME AND TITLE	SPECIALTY	EXPERIENCE	EXPECTED ROLE	
_____				
_____				
_____				
_____				

**QUALIFICATIONS QUESTIONNAIRE (cont)**

8. Total personnel of firm:
- a. Professional: \_\_\_\_\_ b. Non-professional: \_\_\_\_\_
9. Attach a list of similar projects performed over the last five (5) years. Include: description of professional services provided, project size, contact person and phone number. Projects should demonstrate experience in the types of consulting services you wish to provide.
10. Identify projects in Item 9 which most closely match the work required by the City.
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
11. Provide your understanding of the project and any special qualifications you bring to this project.
12. Identify any additional professional consulting service(s) you will utilize to work on this project and their expected role(s).
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
13. Provide the address for your website.
- \_\_\_\_\_

I hereby certify that all of the information provided is true and answered to the best of my ability.

Signed: \_\_\_\_\_ Name: \_\_\_\_\_  
Type or Print

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**CITY OF KALAMAZOO**  
**LOCAL PREFERENCE POLICY AND CERTIFICATION**  
**PROFESSIONAL SERVICES**

When evaluating the qualifications of the responses received for professional service contracts, the location of Kalamazoo County professional firms will be given additional consideration. The City of Kalamazoo is the sole determiner whether a professional firm qualifies as a Kalamazoo County firm and the ranking of its qualifications as compared to the qualifications of the other professional firms being considered.

During the qualifications evaluation process, an additional weight of approximately two percent will be added to the qualifications of Kalamazoo County professional firms in recognition of the positive economic impact resulting from contracting with them. This weight is given over and above any score already given for location of the firm as it relates to increased efficiency and effectiveness as a result of the proximity of the firm to the City. It is understood, however, that due to the subjective nature of the qualifications evaluation process, and the number and weight of all criteria used, it is impossible to apply a precise, numerical local preference score to those proposals.

To qualify as a Kalamazoo County professional firm, the business must meet both the following criteria:

1. Have a physical presence in Kalamazoo County by maintaining a permanent office in Kalamazoo County and with employees working in Kalamazoo County.
2. Have paid real or personal property taxes related to said business to the City of Kalamazoo, County of Kalamazoo or other municipal corporation within Kalamazoo County in the previous tax year, except that a non-profit entity need not meet this requirement.

This local preference policy applies only to purchases for professional services that are over \$25,000. If more than 50% of the contract is sub-contracted to firms located outside of Kalamazoo County that proposal does not qualify for the local preference policy outlined above. The local preference policy will not apply if prohibited by law. The Purchasing Manager has the authority to make final determination if the bidder qualifies as a Kalamazoo County bidder as set forth herein. The Purchasing Manager may take into account the permanency of the business in Kalamazoo, and whether the business appears to be claiming to be a Kalamazoo County business solely or primarily to qualify as a Kalamazoo County business under this Resolution, and any other material factors.

**CERTIFICATION**

If you qualify as a Kalamazoo County professional firm and wish to be considered for the local preference provisions as provided above please certify that fact by providing the information requested below and attesting to its accuracy.

Firm Name: \_\_\_\_\_

Street Address of Business: \_\_\_\_\_

City, State, and Zip Code: \_\_\_\_\_

Number of employees working in Kalamazoo County: \_\_\_\_\_

Name the city or township to which business real and/or personal property taxes are paid or provide non-profit status:

\_\_\_\_\_  
The above information is accurate:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

CITY OF KALAMAZOO EX-OFFENDER POLICY CHECKLIST

As part of the City’s commitment to reducing unacceptable poverty, encouraging rehabilitation, reducing recidivism and strengthening families in Kalamazoo, the City has updated its Purchasing Policy to ensure that firms with whom the City does business share in this commitment by utilizing hiring practices that do not unfairly deny people with arrest and conviction records gainful employment. *(Important: This requirement also extends to any subcontractors the bidder intends to use to fulfill the contract for goods or services being sought from the City.)*

**Part I: Proof that the bidder does not inquire about an individual’s past arrest or criminal history on the bidder’s employment application form**

- Attach a copy of the current application for employment being used by the bidder

**Part II: Certification that the bidder does not use an individual’s past arrest or criminal history to unlawfully discriminate against them by checking *one or more* of the following:**

- That pursuant to federal or state law bidder is precluded from hiring persons with certain criminal records from holding particular positions or engaging in certain occupations by providing a cite to the applicable statute or regulation; if checking this box, provide a citation to the applicable statute or rule upon which the bidder is relying: \_\_\_\_\_
- That bidder conducts criminal history background checks only as necessary, and only after making a conditional offer of employment; that any withdrawal of an offer of employment to an individual because of a past criminal history is job-related and consistent with business necessity after the individual has been provided an individualized assessment opportunity to review and challenge or supplement the history of past criminal conduct being relied upon by the bidder;
- That the use by bidder of criminal history background checks complies with the U.S. Equal Employment Opportunity Commission’s Enforcement Guidance on the Consideration of Arrest and Conviction Records in Employment Decisions and that the bidder has not had a determination rendered against it in past 7 years that it discriminated against a person through the use of an individual’s arrest or criminal history

I CERTIFY THAT THE ABOVE STATEMENTS ARE TRUE.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Position

I hereby state that all of the information I have provided is true, accurate and complete. I hereby state that I have the authority to submit this proposal which will become a binding contract if accepted by the City of Kalamazoo. I hereby state that I have not communicated with nor otherwise colluded with any other proposer, nor have I made any agreement with nor offered/accepted anything of value to/from an official or employee of the City of Kalamazoo that would tend to destroy or hinder free competition.

The firm's identification information provided will be used by the City for purchase orders, payment and other contractual purposes. If the contractual relationship is with, or the payment made to, another firm please provide a complete explanation on your letterhead and attach to your bid. Please provide for accounts payable purposes:

Tax Identification Number (Federal ID): \_\_\_\_\_

Remittance Address: \_\_\_\_\_

Financial Contact Name: \_\_\_\_\_ Financial Contact Phone Number: \_\_\_\_\_

Financial Contact Email Address: \_\_\_\_\_

I hereby state that I have read, understand and agree to be bound by all terms and conditions of this proposal document.

SIGNED: \_\_\_\_\_ NAME: \_\_\_\_\_  
(Type or Print)

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

FIRM NAME: \_\_\_\_\_  
(if any)

ADDRESS: \_\_\_\_\_  
(Street address) (City) (State) (Zip)

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

**FOR CITY USE ONLY - DO NOT WRITE BELOW**

*NOTE: This blanket addendum is for informational purposes only and does not need to be acknowledged by bidders in their submission.*

**COVID-19 ADDENDUM #2**  
January 1, 2022

**TO: ALL Prospective Bidders**  
**PROJECT: ALL Upcoming Projects**

The purpose of this addendum is to clarify and/or modify the sealed bid delivery and bid opening process for all upcoming projects. All work affected is subject to all applicable terms and conditions of the Bidding and Contract Documents.

**1. UPDATE TO SEALED BID DELIVERY AND BID OPENING POLICY:**

**Effective immediately and continuing until further notice, the City of Kalamazoo will return to IN-PERSON bid openings following City Hall guidelines, including Mask Mandate.**

**BIDS MUST BE RECEIVED BEFORE THE DUE DATE AND TIME – LATE BIDS WILL NOT BE CONSIDERED.**

**Bidders can submit sealed bids in one of the following ways:**

- **Mail your bid**, to be received before the bid due date and time indicated in the bid document, to the City of Kalamazoo at the following address:

City of Kalamazoo  
Purchasing Division  
241 West South Street  
Kalamazoo, MI 49007

- **Deliver your bid to the Treasurer’s Office Payment Drop Box** located in the northwest corner of City Hall before the bid due date and time indicated in the bid document.
- **Deliver your bid to City Hall In Person before** the bid due date and time indicated in the bid document.

All bids shall be tightly sealed in an envelope plainly marked SEALED BID and identified by project name, bid opening date and time. Bids opened by mistake, due to improper identification, will be so documented and resealed. The Purchasing Division will maintain and guarantee confidentiality of the contents until the specified opening date and time. Bids submitted by fax machine or email will not be accepted.

The Purchasing Division will post bid tabulations to the City of Kalamazoo website within 24 hours after the bid opening date and time at: <https://www.kalamazoocity.org/bidopportunities>.

Questions regarding this sealed bid delivery and bid opening policy change related to the COVID-19 virus should be directed to the City of Kalamazoo at (269) 337-8020.

Sincerely,



Michelle Emig  
Purchasing Division Manager

**SECTION III**  
**INDEMNITY AND INSURANCE**

Contractor, or any of their subcontractors, shall not commence work under this contract until they have obtained the insurance required under this paragraph, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to the City of Kalamazoo within ten (10) days of the Notice of Award. The requirements below should not be interpreted to limit the liability of the Contractor. All deductibles and SIR's are the responsibility of the Contractor.

The Contractor shall procure and maintain the following insurance coverage:

Workers' Compensation Insurance including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and aggregate. 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, if not already included and (E) XCU coverage if the nature of the contract requires XC or U work.

Automobile Liability in accordance with all applicable statutes of the State of Michigan, with limits of liability not less than \$1,000,000 per occurrence, combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

Additional Insured: Commercial General Liability and Automobile Liability, as described above, shall include an endorsement stating that the following shall be *Additional Insureds*: The City of Kalamazoo, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed that by naming the City of Kalamazoo as additional insured, coverage afforded is considered to be primary and any other insurance the City of Kalamazoo may have in effect shall be considered secondary and/or excess.

To the fullest extent permitted by law the Contractor agrees to pay on behalf of, indemnify, and hold harmless the City of Kalamazoo, its elected and appointed officials, and employees against any claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from the City of Kalamazoo, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, caused in whole or part by any negligent act or omission by the Contractor, its employees, agents, or officers which arises out of, or is in any way connected or associated with, this contract.

Cancellation Notice: All policies, as described above, shall include an endorsement stating that it is understood and agreed that thirty (30) days, or ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: City of Kalamazoo, Purchasing Division, 241 W. South Street, Kalamazoo, MI 49007.

Proof of Insurance Coverage: The Contractor shall provide the City of Kalamazoo at the time that the contracts are returned by him/her for execution, or within 10 days of Notice of Award, whichever is earlier, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so requested.

**INDEMNITY AND INSURANCE**

*Continued*

If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and/or policies to City of Kalamazoo at least ten (10) days prior to the expiration date.

Scope of Coverage: The above requirements and conditions shall not be interpreted to limit the liability of the Contractor under this Contract, but shall be interpreted to provide the greatest benefit to the City and its officers and employees. The above listed coverages shall protect the Contractor, its employees, agents, representatives and subcontractors against claims arising out of the work performed. It shall be the Contractor's responsibility to provide similar insurance for each subcontractor or to provide evidence that each subcontractor carries such insurance in like amount prior to the time such subcontractor proceeds to perform under the contract.

**SPECIAL INSURANCE REQUIREMENTS**

The selected Consultant/Professional Firm shall provide insurance coverage as follows:

- A. Comprehensive professional (errors and omissions) liability insurance with limits no less than \$1,000,000 aggregate which shall insure against acts which are in the nature of professional services. If a contract is entered into, the Firm shall maintain such insurance during the life of the contract.



**SECTION IV**  
**SCOPE OF WORK**

**1. INTRODUCTION/OBJECTIVE**

The City of Kalamazoo is seeking a consulting firm(s) to serve as the Downtown Parking & Mobility Consultant. The oversight of the parking system, including the firm running the system, recently shifted to the City of Kalamazoo. Over the next few years, the City anticipates a major update to the parking system, following the Plan for Downtown parking and in conjunction with the conversion of Downtown streets to two-way traffic. The City is seeking assistance with the tasks outlined in the Scope of Work section. This work is a three (3)-year contract of up to \$75,000 per year. Currently, the City anticipates that work in the first year or two of the contract will likely be more intensive than year three.

**2. CONTRACT PERIOD AND EXTENSIONS**

The contract shall be in effect for a three (3)-year period commencing on Consultant's receipt of Notice to Proceed from the City. The City may opt to extend the contract upon mutual agreement of both parties made in writing.

**3. SCOPE OF WORK**

The selected consultant(s) will be expected to provide services identified below. The items listed represent the minimum services expected to be performed. In your response to the Request for Proposals (RFP), identify other related services that you will provide, if applicable.

- 3.1. Manage the firm running the downtown Parking System and assist with the creation of an RFP for an update in the system operator contract, and drafting of contract terms and implementation.
- 3.2. Plan, budget, and execute the implementation of the Strategic Blueprint and Action Plan for Downtown Parking (*Attachment A*), which was completed in 2019, but remains unimplemented. This work includes new meters, new technology for payment and enforcement, and management of rates across the system. Implementation of the plan must take the planned Downtown Street work into consideration, including the conversion of 1-way streets.
- 3.3. Coordinate with communication and marketing firm for Downtown to share information on parking system changes and special events associated with the system.
- 3.4. Lead Downtown mobility planning and implementation, with the assistance of City staff from Community Planning and Economic Development (CPED) and Public Services. This work will include setting standards, application, and review process for curbside uses (sidewalk cafes, parklets, space for ride share or deliver), transit, loading, and potential bike, scooter share, or other mobility options.

#### **4. PROPOSAL REQUIREMENTS**

Applicant should include the following in proposal:

##### **Cover Letter**

Within the one-page cover letter, include your firm's full company name, address, phone number and the email address for your firm's contact person for the RFP.

##### **Project Experience**

Identify three (3) projects working in communities where you were the primary consultant. Demonstrate the experience of your firm and/or proposed team, including all subconsultants, on projects same/similar to that described in this solicitation for same/similar services. The projects submitted should also demonstrate that the consultant and/or the team have performed a same/similar type of services to be considered relevant. Also include any accreditations and affiliations.

##### **Experience of Key Personnel**

For each key person identified, list their length of time with the firm and at least two comparable projects in which they have played a primary role. Explain the diversity of staff that will perform the services. There are no limitations on the number of key positions the firm may provide. However, at a minimum, the firm must provide the primary consultant and at least one (1) person from each sub-consultant identified. Each resume is limited to one (1) page.

Include an organizational chart (maximum 2 pages) that depicts the project team organization and lines of authority at the end of this tab; chart may be submitted in 8.5"X11" or 11"X17". Clearly indicate superior/subordinate reporting relationships. Provide names of each position and identify the firm or sub-consultant.

##### **Project Understanding and Approach**

Describe the firm's approach to performing the required Services in the Scope of Work described above. Describe the opportunities and constraints involved with the performance of the associated tasks which include: plan framework, citizen participation, community outreach, facilitation, plan editing and drafting, data collection and analysis to support each element, graphics and diagrams, maps, public surveying, public meetings and any related items that are necessary in moving the project and required reporting documents forward. Provide a detailed discussion of your firm's capacity.

##### **Project Work Plan/Schedule**

Provide a Project Work Plan/schedule showing key project milestones and deliverables. The schedule shall demonstrate firm's ability to meet the designated milestones.

#### **5. EVALUATION CRITERIA**

Proposals will be evaluated by City staff based upon the responsiveness of the Proposal to this RFP. All proposals will be evaluated using the criteria listed below:

- 5.1 Firm Project Experience (80 Points)
- 5.2 Qualifications/Experience of Key Personnel (80 Points)
- 5.3 Project Understanding and Approach (40 Points)
- 5.4 Capacity of Firm (40 Points)
- 5.5 Project Work Plan/Schedule (20 Points)
- 5.6 Location of Performing Office (20 Points)

**6. REQUIREMENTS**

6.1 2022 Fiscal Year

- A. Manage firm currently running parking system (Central City/ABM), which is currently operating on a month-to-month contract. Depending on the timing of the release of RFP, this may require the creation and execution of short-term contract extension with Central City/ABM.
- B. Assist the City with the writing/review of an RFP to update the parking system management and contract.
- C. Review the Strategic Blueprint and Action Plan for Downtown Parking. Create a timeline, plan, and budget for implementation over 2-3 years beginning in 2023.
- D. Work with the City to develop parameters for curbside uses for sidewalk cafes and parklets in preparation for 2023 Outdoor Season.

6.2 2023 Fiscal Year

- A. Assist City with selecting and hiring of a firm to manage the parking system, including the creation of an updated contract. The consultant will serve as the point person for overseeing the firm selected to run the Downtown parking system.
- B. Phased implementation of Strategic Blueprint and Action Plan for Downtown Parking
- C. Complete work with the City to develop parameters for curbside uses for sidewalk cafes and parklets in preparation for 2023 Outdoor Season.
- D. Create a timeline, action plan, and budget for mobility task implementation over the next 2-3 years.
- E. Coordinate with communication and marketing firm for Downtown to share information on parking system changes and timing of Downtown streets and right-of-way projects.

6.3 2024 and 2025 Fiscal Years

- A. Manage parking system management firm.
- B. Phased implementation of Strategic Blueprint and Action Plan for Downtown Parking
- C. Continue planning and implementation of mobility tasks.
- D. Coordinate with communication and marketing firm for Downtown to share information on parking system changes and timing of Downtown streets and right-of-way projects.

**7. COMPENSATION**

A price proposal shall be submitted in a separate sealed envelope marked “**Price Proposal**”. **The pricing in the sealed envelope shall be the only listed pricing in the proposal.** This Price Proposal shall only be opened by City personnel after selection of an independent consultant. This work is a three (3)-year contract of up to \$75,000 per year. Currently, the City anticipates that work in the first year or two of the contract will likely be more intensive than year three.

The sealed Price Proposal shall itemize the cost of project work items which make up the total price for the project. Detail all services to be performed for the price offered and include charges/rates to be billed for the labor, meetings, telephone calls, printing and travel.

Prices stated shall include all costs associated with the performance of the services specified, including hourly rates, materials, supervision, labor, insurance, transportation, delivery, fuel or other surcharges, demurrage, and related costs. No other charges shall be allowed. All prices and fees are stated in U.S. dollars.

**8. SELECTION CRITERIA**

The City of Kalamazoo shall conduct a formal evaluation to determine the best qualified respondent meeting the City’s needs. This evaluation shall be based on the Evaluation Criteria.

No rating or evaluation under the terms of this RFP shall be construed as a guarantee or promise of a contract and no such contract shall be binding on the City absent approval through the City’s approval process.

The requested information is intended to provide information that will assist the City in the selection of the most qualified, competent, experienced, responsive, and economical Consultant, who will best serve the needs of the City. During the evaluation process, where it may serve its best interest, the City reserves the right to request additional information or clarifications from proposers, to reject any or all proposals or unauthorized modifications, to allow corrections of errors or omissions, or to waive irregularities. A selection committee will evaluate the proposals based upon the proposal requirements/selection criteria. After a review of the written proposals, selected firms may also be asked to make a presentation or field follow-up questions. The City will choose the proposal(s) that best fits its needs. The City is not obligated to award the contract based on cost alone. The selected firm will be required to enter into a written agreement with the City that will detail the specifics of the relationship and include scope of work, compensation, insurance requirements and other matters. If an agreement cannot be reached, the City reserves the right to render the proposal invalid and may award the contract to another qualified proposer in its sole discretion.

This RFP does not commit the City of Kalamazoo to pay for direct or indirect costs incurred in the preparation and/or presentation of a response. All finalists will pay their own costs incurred in preparing for, traveling to and attending interviews. The City of Kalamazoo reserves the right to accept or reject any or all proposals in part or in its (their) entirety.

The City reserves the right to make an award without further discussion of the submittal with the offeror. Therefore, the proposal should be submitted initially on the most favorable terms that the firm or individual might propose.

**9. POST PROPOSAL INFORMATION**

After review of proposals, the City may request further information or clarifications. Requested information shall be provided by the respondent either in writing or by oral presentation, at no cost to the City.

**10. CHANGES AND ADDENDA TO PROPOSAL DOCUMENTS**

Each change or addendum issued in relation to this RFP will be posted on the City’s website at <https://www.kalamazoocity.org/bidopportunities>. It shall be the proposer’s responsibility to make inquiry as to the changes or addenda issued. All such changes or addenda shall become part of the contract and all proposers shall be bound by such changes or addenda. **In order for a proposal to be responsive, all addenda must be returned (signed by the proposer) with the proposal.** If you have already submitted your proposal, acknowledge receipt and acceptance of addenda by signing in the place provided and returning them to the Purchasing Division and they shall be incorporated in your proposal. Please identify your return envelope with the proposal reference number and project description.

**11. ECONOMY OF PREPARATION**

Each proposal should be prepared simply and economically providing a straightforward concise description of the proposer’s ability to meet the requirements of the RFP. Decorative bindings, colored displays, promotional material, etc., are discouraged and they may result in loss of evaluation credit. Emphasis should be on completeness and clarity of the contents.

**12. PAYMENT DEFAULT**

No bid or proposal shall be accepted from any party (contractor) who is in default on the payment of taxes, licenses or other monies due to the City of Kalamazoo.

**13. CONFLICT OF INTEREST**

Submitting firms shall notify the City of any potential conflicts of interest in their proposal submittal.

**14. ASSURANCE OF DESIGNATED PROJECT TEAM**

Proposer shall assure that the designated project team, including sub-consultants (if any), is used for this project. Departure or reassignment of, or substitution for, any member of the designated project team or sub-consultant(s) shall not be made without the prior written approval of the City.

**15. RFP TIMELINE**

Following is a detailed schedule of activities that identifies procurement process milestones. Dates provided are subject to change.

<b>ACTIVITY</b>	<b>DATE</b>
Issue Request for Proposals (RFP)	July 21, 2022
Pre-Proposal Conference and Site Visit (If Necessary)	August 3, 2022
Deadline for Written Questions	August 15, 2022 by 3:00 p.m.
Response to Questions Posted Online (Addendum)	August 16, 2022
Proposals Due	August 23, 2022
Review and Scoring of Proposals	August 24-31, 2022
Interviews/Presentations (If Necessary)	August 25-31, 2022
Contract Award	September 19, 2022
Notice to Proceed	October 3, 2022

**16. VIRTUAL PRE-PROPOSAL MEETING**

All prospective proposers are invited to attend a Virtual Pre-Proposal Meeting with representatives from the City of Kalamazoo on **Wednesday, August 3, 2022 at 3:00 p.m. Local Time**. The virtual meeting will take place via Zoom Webinar:

**ACTION REQUIRED:** Register in advance for this webinar:

[https://us06web.zoom.us/webinar/register/WN\\_axi3ZKv-SOG3iREvppUe1Q](https://us06web.zoom.us/webinar/register/WN_axi3ZKv-SOG3iREvppUe1Q)

You are invited to a Zoom webinar.

**When: Aug 3, 2022 at 03:00 PM Eastern Time (US and Canada)**

**Topic: Downtown Parking & Mobility Consultant Pre-Bid Meeting 91884-001.0**

After registering, you will receive a confirmation email containing information about joining the webinar.

**17. QUESTIONS**

Questions regarding the scope of work of this project may be addressed to Christina Anderson, City Planner at (269) 337-8811 or [andersonc@kalamazoo.org](mailto:andersonc@kalamazoo.org). Questions relative to general proposal requirements may be addressed to Craig Hull, Buyer at (269) 337-8444. This does not relieve the proposers, however, from the requirements of Item 3, Page 1.

**SECTION V**  
**TERMS AND CONDITIONS**

**1. AWARD OF CONTRACT**

- A. The contract will be awarded to that responsible proposer whose proposal, conforming to this solicitation, will be most advantageous to the City according to the criteria outlined herein. The City reserves the right to accept or reject any or all proposals and waive informalities and minor irregularities in proposals received.
- B. Notification of award will be in writing by the Purchasing Manager. Upon notification, the Consultant/ Professional Firm (hereinafter Firm) shall submit to the Purchasing Division all required insurance certificates and such other documentation as may be requested or required hereunder. Upon their receipt and subsequent approval by the City, the Purchasing Manager will forward to the Firm a written **NOTICE TO PROCEED**. Work shall **NOT** be started until such **NOTICE TO PROCEED** is received by the Firm.
- C. Unilateral changes in proposal prices by the proposer shall not be allowed. However, the City, at its sole option, reserves the right to negotiate with proposers.

**2. REQUEST FOR PROPOSAL AS CONTRACT**

Should modifications (after proposal opening) NOT be necessary; this Request for Proposal (RFP) together with its addenda, amendments, attachments and modifications will be executed as the contract. In the event modifications of any nature do occur, a separate agreement shall be negotiated containing mutually agreeable terms and conditions from this Request for Proposal and any addenda.

**3. SUBCONTRACTORS – NON-ASSIGNMENT**

Proposers shall state in writing any and all sub-contractors to be associated with this proposal, including the type of work to be performed. The Firm shall cooperate with the City of Kalamazoo in meeting its commitments and goals with regard to maximum utilization of minority and women-owned business enterprises.

The Firm hereby agrees and understands that the contract resulting from this proposal shall not be transferred, assigned or sublet without prior written consent of the City of Kalamazoo.

**4. TAXES**

The City of Kalamazoo is exempt from all federal excise tax and state sales and use taxes.

**5. INVOICING**

**All original invoice(s) will be sent to the Financial Services Division, 241 W. South Street, Kalamazoo, MI 49007 or via email at [apinvoice@kalamazoo.org](mailto:apinvoice@kalamazoo.org). The Finance Division processes payments after receipt of an original invoice from the Firm and approval by the department. The City of Kalamazoo's policy is to pay invoice(s) within 30 days from the receipt of the original invoice, if the services or supplies are satisfactory and the proper paperwork and procedures have been followed. In order to guarantee payment to the vendor on a timely basis, the vendor needs to receive a purchase order number before supplying the City of Kalamazoo**

**with goods or services.** All original, and copies of original invoice(s), will clearly state which purchase order they are being billed against.

**The City of Kalamazoo is a government municipality and therefore is tax exempt from all sales tax.**

**The vendor is responsible for supplying the Finance Division with a copy of their W9 if they are providing a service to the City of Kalamazoo.**

## **6. PAYMENTS**

Unless otherwise specified by the City in this contract, the Firm will be paid in not more than thirty (30) days after receipt of a properly executed invoice, the sum stipulated herein for supplies delivered and accepted, or service rendered and accepted. Payments are processed by the Management Services Financial Services Division after receipt of an original invoice from the Firm and approval by the department.

## **7. CHANGES AND/OR CONTRACT MODIFICATIONS**

The City reserves the right to increase or decrease quantities, service or requirements, or make any changes necessary at any time during the term of this contract, or any negotiated extension thereof. Price adjustments due to any of the foregoing changes shall be negotiated and mutually agreed upon by the Firm and the City.

Changes of any nature after contract award which reflect an increase or decrease in requirements or costs shall not be permitted without prior approval by the Purchasing Agent. City Commission approval may also be required.

**ANY CHANGES PERFORMED IN ADVANCE OF PURCHASING AGENT APPROVAL MAY BE SUBJECT TO DENIAL AND NON-PAYMENT.**

## **8. LAWS, ORDINANCES AND REGULATIONS**

The Firm shall keep itself fully informed of all local, state and federal laws, ordinances and regulations in any manner affecting those engaged or employed in the work and the equipment used. Firm and/or employees shall, at all times, serve and comply with such laws, ordinances and regulations.

Any permits, licenses, certificates or fees required for the performance of the work shall be obtained and paid for by the Firm.

This contract shall be governed by the laws of the State of Michigan.

## **9. RIGHT TO AUDIT**

The City or its designee shall be entitled to audit all of the Firm's records, and shall be allowed to interview any of the Firm's employees, throughout the term of this contract and for a period of three years after final payment or longer if required by law to the extent necessary to adequately permit evaluation and verification of:



- A. Firm's compliance with contract requirements,
- B. Compliance with provisions for pricing change orders, invoices or claims submitted by the Firm or any of their payees.

**10. HOLD HARMLESS**

If the negligent acts or omissions of the Firm/Vendor or its employees, agents or officers, cause injury to person or property, the Firm/Vendor shall indemnify and save harmless the City of Kalamazoo, its agents, officials, and employees against all claims, judgments, losses, damages, demands, and payments of any kind to persons or property to the extent occasioned from any claim or demand arising therefrom.

**11. DEFAULT**

The City may at any time, by written notice to the Firm, terminate this contract and the Firm's right to proceed with the work, for just cause, which shall include, but is not limited to the following:

- A. Failure to provide insurance and bonds (when called for), in the exact amounts and within the time specified or any extension thereof.
- B. Failure to perform the services within the time specified herein, or any extension thereof.
- C. Failure to make progress if such failure endangers performance of the contract in accordance with its terms.
- D. Failure to perform in compliance with any provision of the contract.
- E. **Standard of Performance** - Firm guarantees to perform the services rendered herein in accordance with the accepted standards of the industry or industries concerned herein, except that if the specifications calls for higher standards, then such higher standards shall be provided.

Upon notice by the City of the Firm's failure to comply with such standards or to otherwise be in default of this contract in any manner following the Notice to Proceed, the Firm shall immediately remedy said defective performance in a manner acceptable to the City. Should the Firm fail to immediately correct said defective performance, said failure shall be considered a breach of this contract and grounds for termination of the same by the City.

In the event of any breach of this contract by the Firm, the Firm shall pay any cost to the City caused by said breach including but not limited to the replacement cost of such services with another Firm.

The City reserves the right to withhold any or all payments until any defects in performance have been satisfactorily corrected.

In the event the Firm is in breach of this contract in any manner, and such breach has not been satisfactorily corrected, the City may bar the Firm from being awarded any future City contracts.

- F. All remedies available to the City herein are cumulative and the election of one remedy by the City shall not be a waiver of any other remedy available to the City, either listed in this contract or available by operation of law.

**12. INDEPENDENT CONTRACTOR**

At all times the Firm, any of its employees, or its sub-contractors, and their subsequent employees shall be considered independent contractors and not as City employees. The Firm shall exercise all supervisory control and general control over all workers' duties, payment of wages to Firm's employees and the right to hire, fire and discipline their employees and workers. As an independent contractor, payment under this contract shall not be subject to any withholding for tax, social security or other purposes, nor shall the Firm or its employees be entitled to City paid sick leave, pension benefit, vacation, medical benefits, life insurance or workers' unemployment compensation or the like.

**13. MEETINGS**

The Firm and/or Project Supervisor shall be available to meet with the Department Head or Project Manager at a mutually agreeable time to discuss problems, issues or concerns relative to the contract. Either party may call a meeting at any time. When such a request for a meeting is made, the meeting date shall, in no case exceed five (5) working days after the request; and, if in the sole opinion of the Department Head, the severity of the circumstance warrants, no more than one (1) working day.

**14. CITY'S RESPONSIBILITIES**

The City agrees to provide full, reliable information regarding its requirements for the services to be provided. In addition, the City agrees to provide, at its expense and in a timely manner, the cooperation of its personnel and such additional information with respect to this agreement as may be required from time to time, to be provided by the City for the performance of the Firm's work.

**15. TERMINATION**

This Agreement may be terminated by either the City or the Firm by giving written notice at least thirty (30) days prior to the date of termination.

- A. In the event of such termination by the Firm, the City, together with any other remedies which are legally available, may withhold any subsequent payment due under this agreement until such time as the services required to be performed under this Agreement have been completed by the City or another firm. In the event that the City incurs additional expenses caused directly or indirectly by the termination of this Agreement, together with such other remedies as are legally available, the City shall be entitled to deduct such expenses from any unpaid amount due to the Firm under this agreement.
- B. In the event of such termination by the City, the City shall pay the Firm for services and reimbursable expenses performed or incurred prior to the termination date plus all costs and expenses directly attributable to such termination for which the Firm is not otherwise compensated.

**16. NO WAIVER**

Either party's failure to insist on strict performance of any term or condition of the contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

**APPENDIX A**  
**NON-DISCRIMINATION CLAUSE FOR ALL CITY OF KALAMAZOO CONTRACTS**

The Contractor agrees to comply with the Federal Civil Rights Act of 1964 as amended; the Federal Civil Rights Act of 1991 as amended; the Americans With Disabilities Act of 1990 as amended; the Elliott-Larson Civil Rights Act, Act. No. 453, Public Act of 1976 as amended; the Michigan Handicappers Civil Rights Act, Act No. 220, Public Act of 1976 as amended, City Ordinance 1856 and all other applicable Federal and State laws. The Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability, family status, sexual orientation or gender identity that is unrelated to the individual's ability to perform the duties of the particular job or position. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability family status, sexual orientation or gender identity that is unrelated to the individuals ability to perform the duties of the particular job or position.
3. If requested by the City, the Contractor shall furnish information regarding practices, policies and programs and employment statistics for the Contractor and subcontractors. The Contractor and subcontractors shall permit access to all books, records and accounts regarding employment practices by agents and representatives of the City duly charged with investigative duties to assure compliance with this clause.
4. Breach of the covenants herein may be regarded as a material breach of the contract or purchasing agreement as provided in the Elliott-Larsen Civil Rights Act and City Ordinance 1856.
5. The Contractor will include or incorporate by reference the provisions of the foregoing paragraphs 1 through 4 in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission\* and will provide in every subcontract or purchase order that said provision will be binding upon each subcontractor or seller.
6. The Contractor will not preclude a person with a criminal conviction from being considered for employment unless otherwise precluded by federal or state law. (for contracts over \$25,000)

The Elliott-Larson Civil Rights Act, Sec. 202 of Act. No. 453 of 1976 reads in part as follows:

Sec. 202. (1) An employer shall not:

- (a) Fail or refuse to hire, or recruit, or discharge or otherwise discriminate against an individual with respect to employment, compensation, or a term condition or privilege of employment because of religion, race, color, national origin, age, sex, height, weight or marital status.
- (b) Limit, segregate or classify an employee or applicant for employment in a way which deprives or tends to deprive the employee or applicant of an employment opportunity or otherwise adversely affects the status of an employee or applicant because of religion, race, color, national origin, age, sex, height, weight or marital status.
- (c) Segregate, classify or otherwise discriminate against a person on the basis of sex with respect to a term, condition or privilege of employment, including a benefit plan or system.

\* Except for contracts entered into with parties employing less than three employees.

# **Attachment A**



## ***STRATEGIC BLUEPRINT AND ACTION PLAN FOR DOWNTOWN PARKING***

### **DOWNTOWN PARKING & MOBILITY CONSULTANT**

**Bid Reference #: 91884-001.0**



# **PARKING+**

**A Mobility-Centered Parking Management Plan  
for Downtown Kalamazoo**

**Strategic Blueprint + Action Plan**

**June 2019**



**+ MKSK + Mission North**

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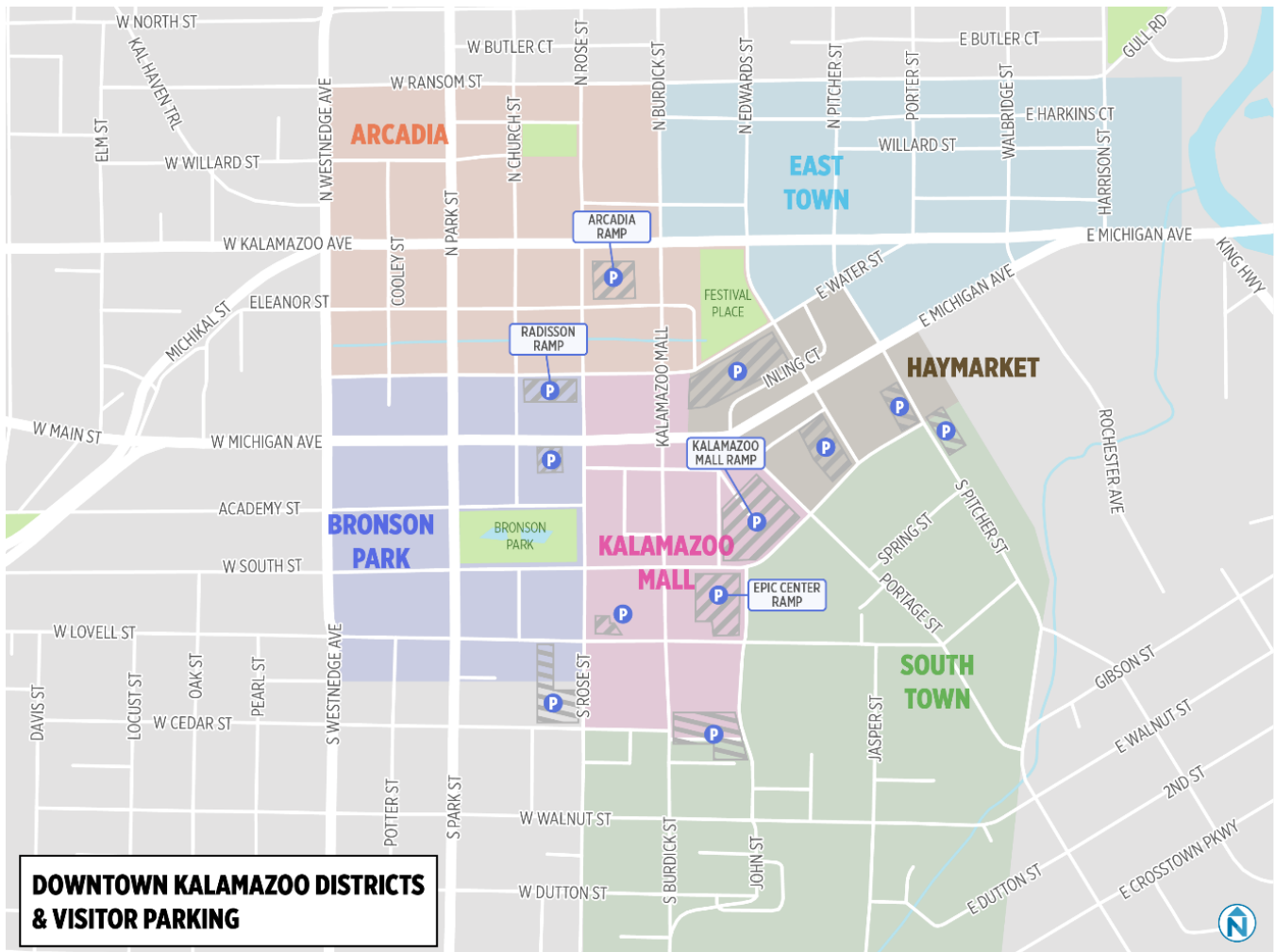


# Introduction



This document is the culmination of the **Parking+** study of Downtown Kalamazoo parking, access, and mobility conditions and improvement opportunities. The document provides a **Strategic Blueprint** to guide the Kalamazoo Downtown Partnership (Downtown Partnership) and the City toward parking and related mobility policies and actions that can best support livability and economic development in downtown Kalamazoo. It is also an **Action Plan** – providing specific, recommended, and phased action items for implementing key blueprint strategies.

## Study Area



The **Parking+** study area is based on the Downtown Partnership service area in Downtown Kalamazoo, including the Arcadia, East End, Bronson Park, Kalamazoo Mall, Haymarket, and South Town districts. This approximately encompasses blocks east of Westnedge Avenue, north of Walnut Street, west of Pitcher Street, and south of Willard Street. A few additional blocks studied extend outside these boundaries, notably on Rose Street between Kalamazoo Avenue and Ransom St, and on Waters Street and Michigan Avenue between Pitcher Street and the Kalamazoo/Michigan fork.

## Study Approach

The Parking+ study began with an assessment of current conditions that most determine the effectiveness of parking programs, policies, and resource management. This assessment included the following processes:

- Planning Context – Reviewing background documents and policies
- Mobility Context – Documenting multimodal networks and parking resources, population demographics, and travel characteristics
- Land-Use Context – Reviewing the local land-use context



- Parking Supply – Recording public and private, on- and off-street, and short- and long-term parking resources
- Parking Demand – Identifying utilization patterns and availability measures during peak-demand conditions

To gain a more complete understanding of existing conditions, the project team engaged stakeholders, through focus-group discussions and an online public survey. These discussions and survey responses illuminated the many ways residents, employees, employers, property owners and developers, and visitors experience parking and mobility in downtown Kalamazoo. These initial steps informed development of a draft strategies toolbox as a resource for identifying study recommendations, to address current needs. The toolbox serves as an active, updateable resource for continued strategic action by Downtown Partnership beyond the timeline of this study. A selection of strategies were further developed in this Blueprint and Action Plan to provide specific guidance for implementing changes through phased and actionable steps.

# The Strategic Blueprint

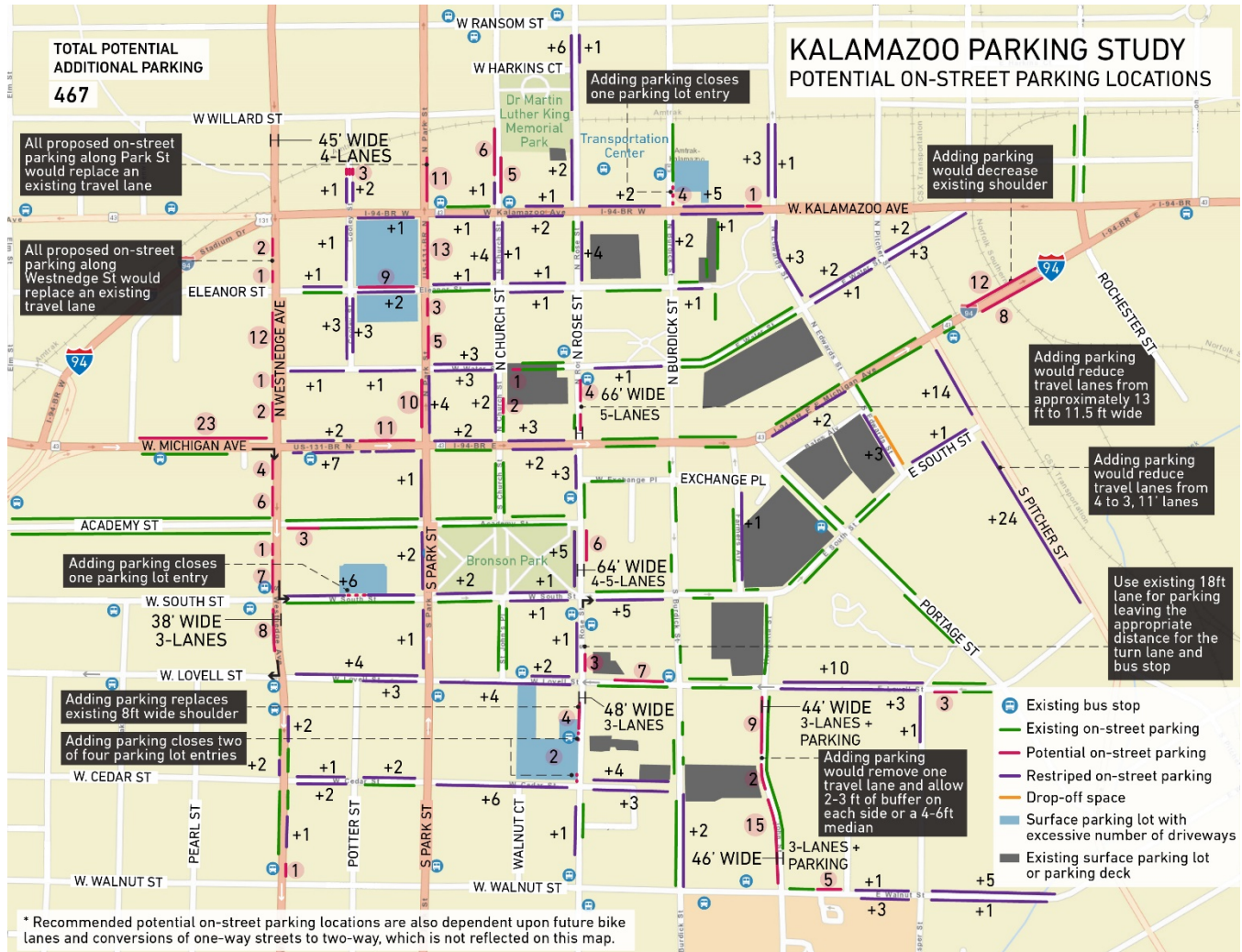
Following is a strategic framework for addressing the issues and opportunities identified in the Existing Conditions Report, actively incorporating best-practice strategies identified in the Management + Mobility Strategies Toolbox to optimize the value-add potential inherent in Kalamazoo’s parking system for supporting downtown growth and vitality.

## Supply/Capacity

### Strategic Approach: Add on-street parking to streets that recently converted to local control.

The map below identifies locations where options for adding on-street parking should be explored – the analysis used to identify these locations is summarized in an appendix to this report.

Figure 1 Potential On-Street Parking Additions



**Strategic Approach: Minimize loss of curbside capacities to private driveways/parking infrastructure.**

**Related-Previous Recommendations**

*Imagine Kalamazoo 2025: Master Plan – City of Kalamazoo, Adopted October 2017*

- Parking facility construction should be held to the following parameters:
  - Driveway access is not permitted from a Priority Street.

**Action Item: Reclaim curbside parking capacity from excess or disused curbcuts.**

The number, location, and width of driveways also directly affects safety and walkability.

- Work with property owners to remove redundant curb-cuts, and potentially reduce widths of overly wide curb-cuts, to recapture curbside parking capacity.
- Parking lots with redundant driveways are also common, as are disused curb-cuts left over from previous land uses.
- Downtown Partnership can assist local businesses and property owners to regain curb capacity at these locations.

**Figure 2 Redundant Driveways Represent Potential to Reclaim Curb Parking**



**Figure 3** Three Driveways for Eight Parking Spaces





**PARKING+** | Strategic Blueprint + Action Plan  
Kalamazoo Downtown Partnership

Figure 4 Driveways on Michigan Avenue to Lots Served by Secondary Streets

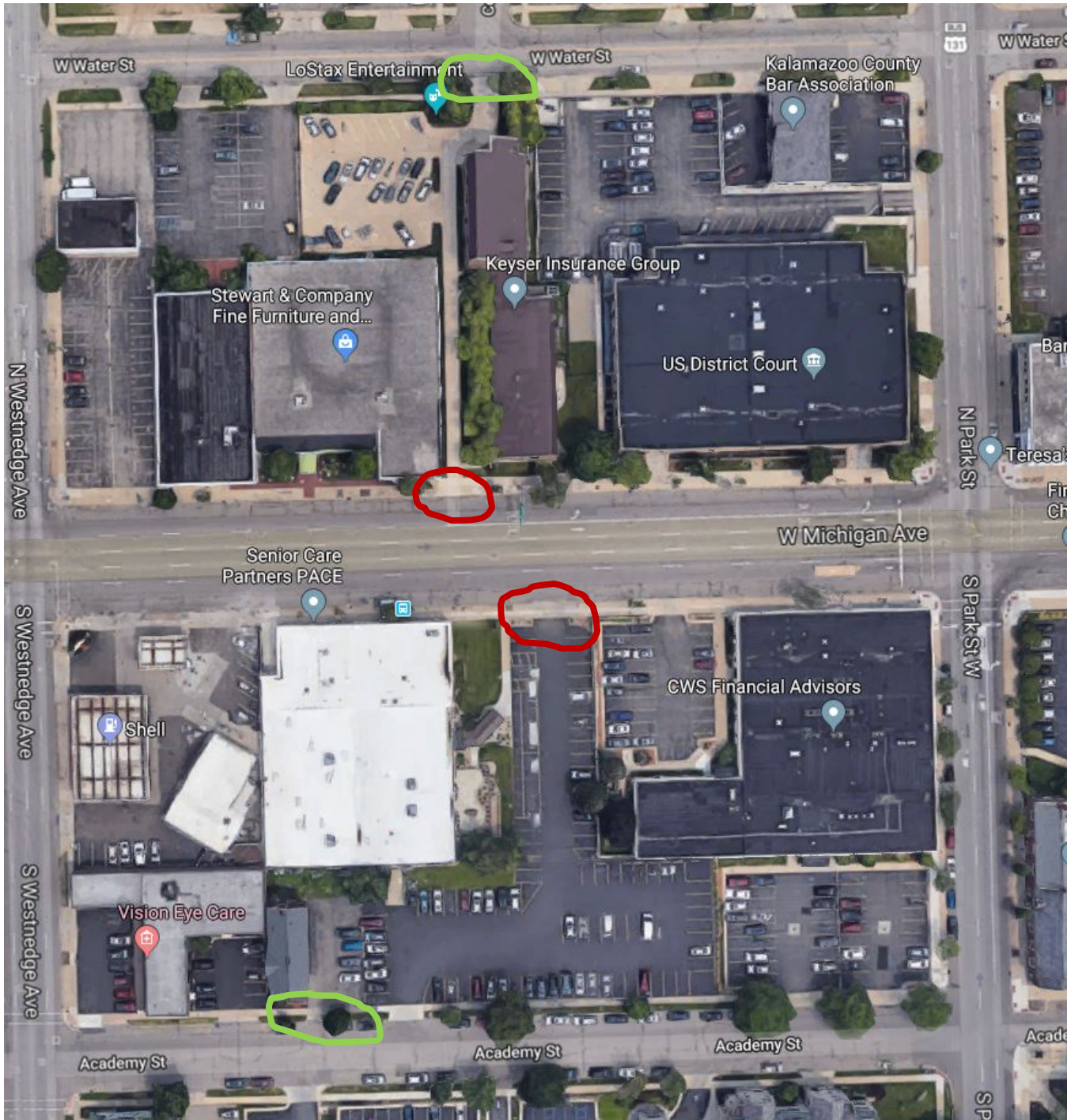
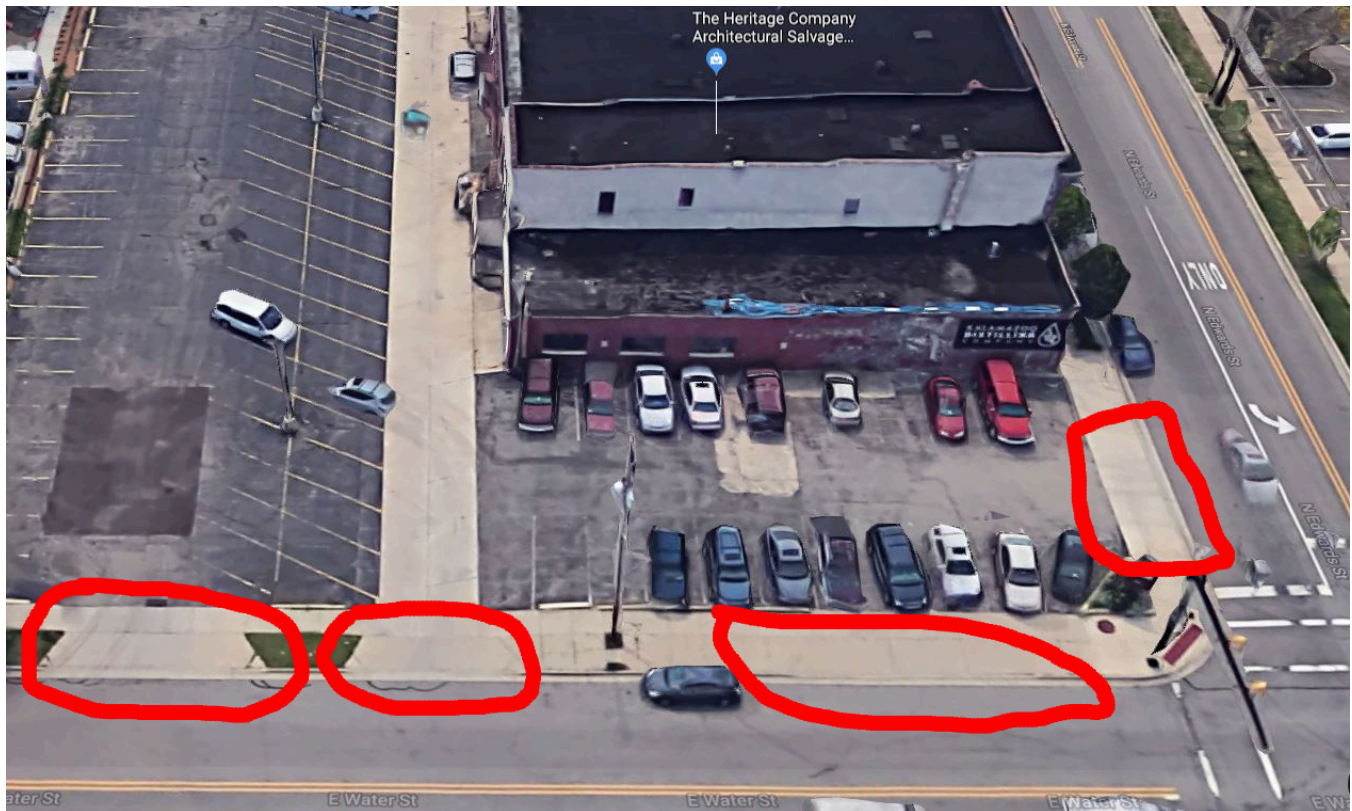


Figure 5 Wide, Disused Driveway Could Accommodate Three Street Spaces



**Action Item: Update development code to minimize driveways on pedestrian-priority streets.**

- Ensure that the development code supports walkable design by identifying streets on which driveways/curb-cuts are discouraged or prohibited – as is identified in *Imagine Kalamazoo 2025: Master Plan* – see appendix for recommended code changes.

**Action Item: Use variable regulations to align curb-space capacities with demand patterns.**

Focus on high-demand areas where patterns/needs vary across the day and week.

- Prioritize loading/unloading during early mornings – 6am – 10am
- Prioritize short-term/metered parking from late-morning through the evening – 10am – 10pm
- Prioritize passenger loading (for Lyft, Uber, taxi rides):
  - On select blocks, those with the highest concentrations of evening-based destinations
  - Thursday through Saturday evenings – 8pm - Midnight

**Strategic Approach: Increase the capacity of existing parking facilities by making their capacities more effectively accessible and functionally viable.**

**Action Item: Secure shared-parking arrangements between businesses with complementary schedules of activity.**

Serve as a conduit between business, property, and lot owners with recognizable opportunities for mutually beneficial shared-parking arrangements.

- Downtown Partnership can initiate negotiations by providing an independent perspective on issues and opportunities, identifying shared-benefit opportunities, and helping to address common concerns.



**Action Item: Use established mobile-payment system to encourage off-hour public parking in private lots.**

Engage owners of private parking lots about this opportunity to monetize their off-hour parking capacities, by coordinating with Downtown Partnership and a pay-by-phone vendor.

- Lot owners can set the hours of public access, determine parking rates, and maintain their current lot-enforcement approach
- Mobile-payment vendors will provide signage, with pricing and lot identification for payments, and facilitate payment and revenue flows back to lot owners.

**Action Item: Explore options for a Public Valet program to extend the effective capacity of key Downtown curbsides.**

Public valet offers the same curbside efficiencies as a typical valet, but is available for everyone, regardless of their Downtown destination/s – offering the convenience of curbside parking, while shifting occupancy to underutilized off-street facilities.

- This can include private lots, through signed agreements, or using public parking lots/ramps that tend to be unpopular self-parking options.
  - Adjacent businesses would need to be supportive of this, and likely willing to subsidize

**Action Item: Explore options for creating a permit program to allow employees to park on underutilized streets.**

- Identify downtown and downtown-adjacent blocks that attract minimal utilization, and provide permits to downtown employees to park exempt from time limits.
- Permits should be linked to specific streets, blocks, or small areas.
- Areas where Downtown Partnership currently offers a \$60 monthly permit are:
  - Park Street and west of Park Street on Lovell, South, Academy, Water, Eleanor and Kalamazoo Avenue.
  - West of Rose Street on Academy, Water, Eleanor, Church, Cooley and Kalamazoo Avenue.
  - North of Kalamazoo Avenue on Church, Rose and Edwards Street.
  - East of Edwards Street on Water and South Street.
  - The East side of John Street and then to the east of that on Lovell, Walnut and Jasper Street.
- Limit the number of permits issued is limited to ensure that local curbsides can accommodate the demand without constraining availability.
- Offer permits to businesses at a nominal cost, linked to administrative costs.
- Designate permit revenue for improvements in the area where the permits are used.

**Action Item: Explore options for providing discounted roof parking at Central City Parking ramps.**

- Prohibit parking on covered parking levels before 10am, as standard best-practice for maintaining visitor parking availability among these high-convenience spaces.
  - Provide standard monthly permits, with an accompanying decal, for parking on mid-level floors, preserving lower-level floors until 10am to maintain visitor parking availability.
  - Offer a discounted monthly permit option, with no decal, limiting parking options prior to 10am to rooftop spaces.

**Action Item: Use excess capacity to provide off-site parking for downtown residents and residential developments.**

- Allow overnight parking on downtown streets.
  - Require a resident parking permit, offered at a moderate annual fee, to park overnight on designated streets.
    - This would normalize the current practice of issuing such permits upon approval of a “hardship” based application.<sup>1</sup>
  - Align with snow clearance strategies, such as alternate side parking, to balance clearance needs with maintaining resident access to curbside parking.
- Designate two or three public or private lots as overnight parking for residents.
  - Provide low-cost permits for these lots to attract users.
  - Allow on-street permit-holders to use these lots during snow-clearance events.

**Strategic Approach: Seek discrete, cost-effective opportunities to expand public parking supplies.**

In aggregate, there is no shortage of parking supply serving downtown Kalamazoo. Nonetheless, there are discrete opportunities that may justify investments in new parking facilities to make downtown more accessible.

**Related-Previous Recommendations**

*Imagine Kalamazoo 2025: Master Plan – City of Kalamazoo, Adopted October 2017*

- Whenever possible, parking facilities should be shared between multiple users.

**Action Item: Seek Joint-Development opportunities to expand public parking capacities.**

- Joint-development can spread the costs and risks associated with constructing parking facilities, while ensuring that facility design and management align with community standards and priorities.
- Such projects also create more resilient mobility infrastructure that ensures that new investments create shared benefits.
- This resiliency can ensure that parking built to support private development remains a resource to support downtown needs beyond the on-site development – something that may become increasingly important should mobility trends prove to reduce parking demand in urban areas.

**Action Item: Secure ownership/control of surface lots on the downtown periphery.**

- These “land bank” investments are a low-cost means of hedging parking investments against potential declines in parking demand.
- This is, essentially, adaptable-design “on the cheap”.
- Not only does it greatly reduce supply-development costs compared to conventional, stand-alone, structured parking development, it builds in a real estate investment that can further area growth and encourage more mixed-use development.

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<sup>1</sup> <https://www.kalamazoocity.org/parkingpermit>



**Action Item: Coordinate with Metro Transit on potential new/improved park and ride options.**

Metro identified park and ride users as a target market it could serve better, in its 2015-2025 Ten Year Vision Service Plan.<sup>2</sup> The plan included an evaluation of connectivity between park and ride facilities and bus services as a long-term recommendation, to pursue within 11-20 years (2026-2035).

- Encourage Metro to elevate the priority level of service improvements increasing connectivity to and from park and ride facilities.
- Work with them to support new park and ride options with convenient transit service connections to downtown destinations.

**Strategic Approach: Complete strategic improvements to Central City Parking ramps.**

**Action Item: Address lighting deficiencies identified in parking garages.**

A recent report identified areas in the Mall and Epic Garages where lighting should be improved for safety and general visibility. Install additional lighting in these areas.

**Action Item: Develop and deploy camera plan.**

Cameras placed at pay stations, pay lanes, loading docks, the Epic Garage maintenance door, and throughout top floors, can improve security and customer confidence in using these facilities. Ensure coverage is adequate and technology is up-to-date.

**Action Item: Improve overall security of parking garages.**

Other than lighting and cameras, other improvements can improve user safety and prevent theft and other crimes.

- Call boxes and mirrors would greatly improve users safety in the recessed/alcove entries of both garages.

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<sup>2</sup> Ten Year Vision Service Plan, 2015. <http://www.kmetro.com/resources/documents>

## **Demand Management**

**Strategic Approach: Adopt performance-based pricing for short-term on-street parking rates, and support via strategic Key Performance Indicators that target consistent levels of availability to address perceived parking shortage.**

### **Related-Previous Recommendations**

*Urban Growth Initiative for Greater Downtown Kalamazoo – Upjohn Institute, Published March 2018*

- Eliminate free on-street parking in the urban core and allow a short window of free parking in the ramps to encourage turnover in prime parking spots.

*Downtown Kalamazoo Retail Market Analysis – City of Kalamazoo, 2017*

- Increasing parking turnover by eliminating free parking in the downtown core—South Street, Michigan Avenue, and the mall on Burdick Street.
- Update the on- and off-street parking fee structure.

### **Action Item: Establish a policy of performance-based pricing for on-street parking downtown.**

Define the primary role of parking rates as influencing consumer choice just enough to maintain optimal levels of space availability, as consistently as possible, across all parking options.

- Establish “space availability” as the Key Performance Indicator for setting/adjusting parking rates.
  - Achieving optimal availability conditions can bring about several parking-management objectives, primarily:
    - Improved customer-service, as more parking options are more consistently available, more of the time;
    - Reduced traffic and emissions, as finding a space no longer requires extra driving;
    - Simplified management, as pricing is refined to the point where few other regulations/restrictions are required to achieve desirable conditions; and
    - Rationalized revenue streams, as parking revenues increase with demand, providing resources to invest in management and/or supply strategies to maintain availability.

Communicating the benefits of this approach, and sticking to it until availability is consistently evident to drivers in high-demand locations and at peak-demand times, will be critical to success.

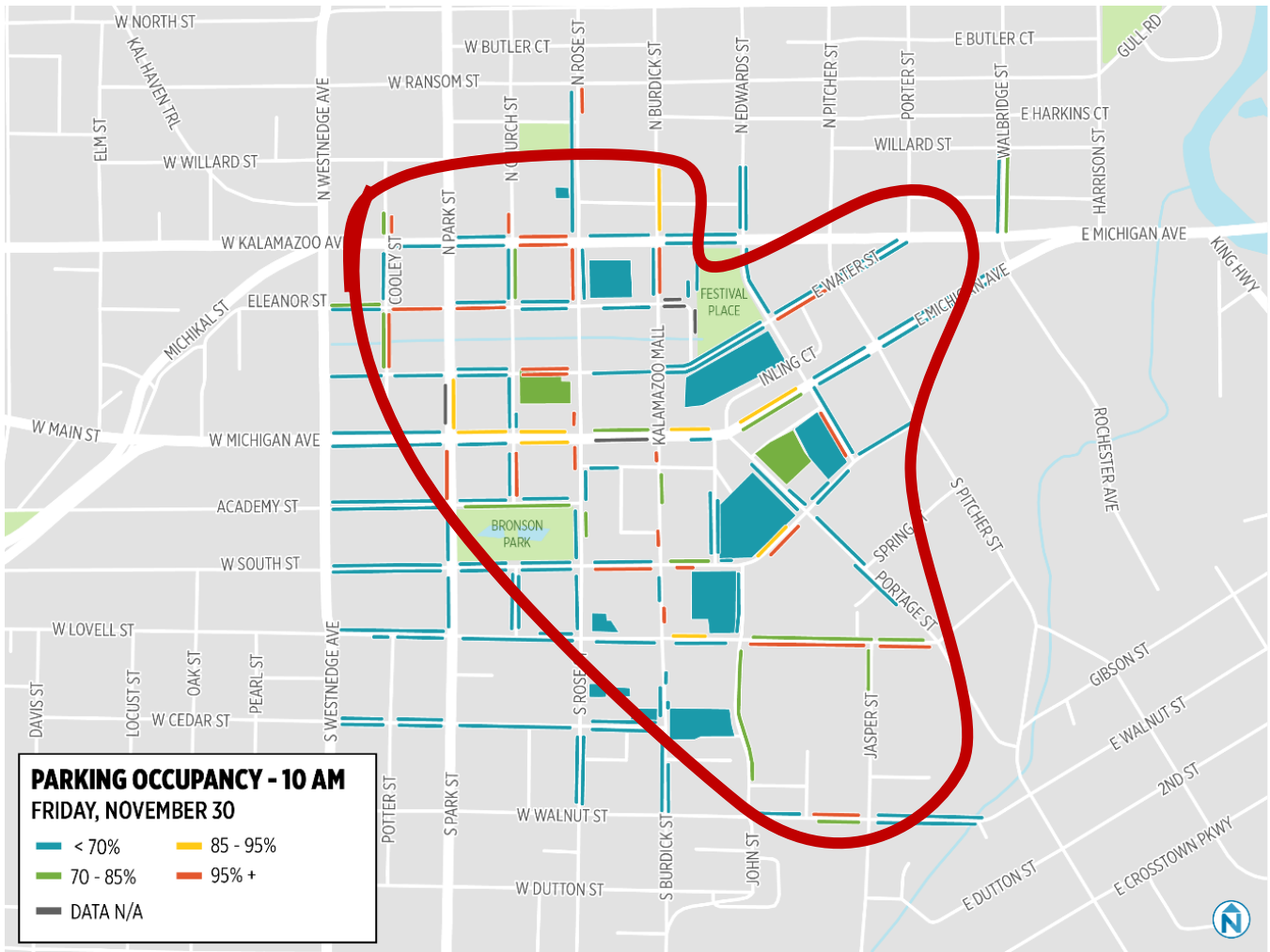
### **Action Item: Establish Tiered Rates for On-Street Parking.**

The intent of tiered parking rates is to provide pricing cues to redistribute parking demand more evenly across downtown streets – helping to maintain availability more consistently across all streets and throughout times of significant parking demand. To be effective, rates must respond to clear patterns of preference among current drivers, in favor of some streets/blocks over others. Ideally, three levels of preference can be discerned in geographic patterns, which can inform the application of three rate tiers across the downtown. Following is a summary of analysis used to recommend such areas within which to apply meaningfully varied on-street parking rates.

### **Where Demand is Most Significant**

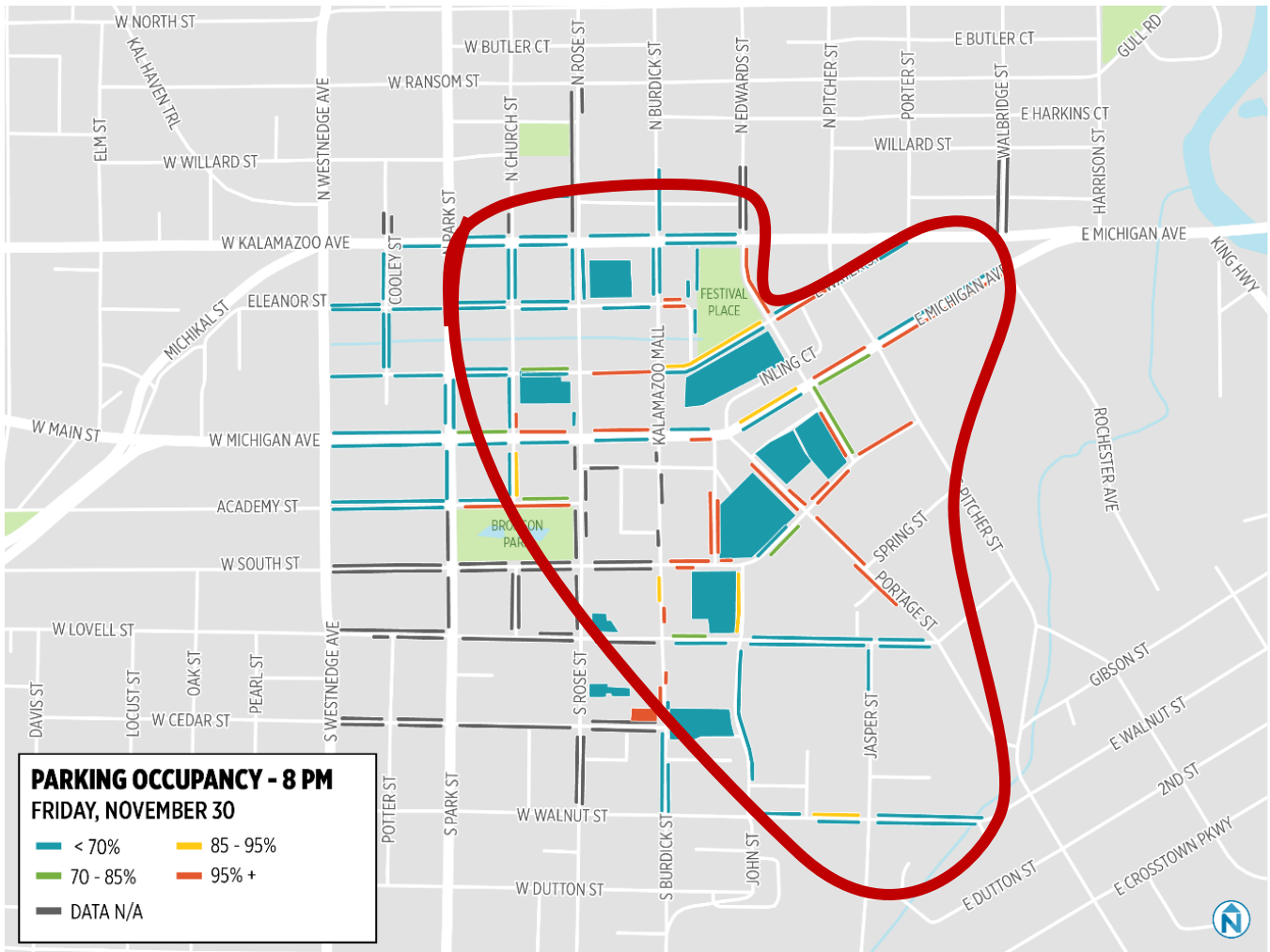
There is a clearly discernable pattern of on-street utilization/availability conditions within the study area. Utilization is distinctly higher, and availability distinctly lower, across a large swath of downtown streets.

**Figure 6** Parking Utilization – Weekday at 10am



This was evident, even when pricing is not in effect – after 6pm.

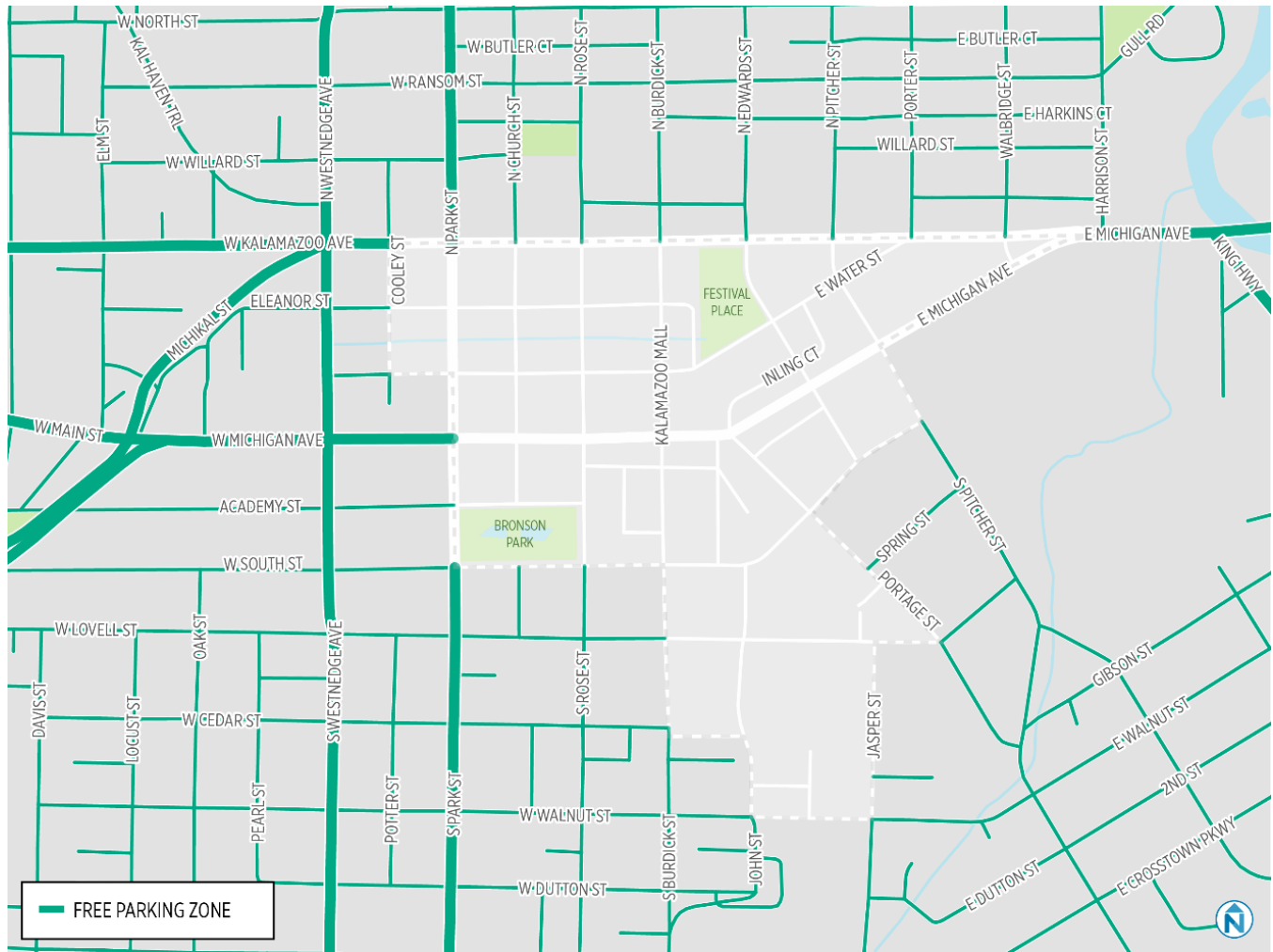
**Figure 7** Parking Utilization – Weekday at 8pm



**Free Parking Zone**

The following map defines a zone, outside of which should be defined at a free parking zone for on-street parking.

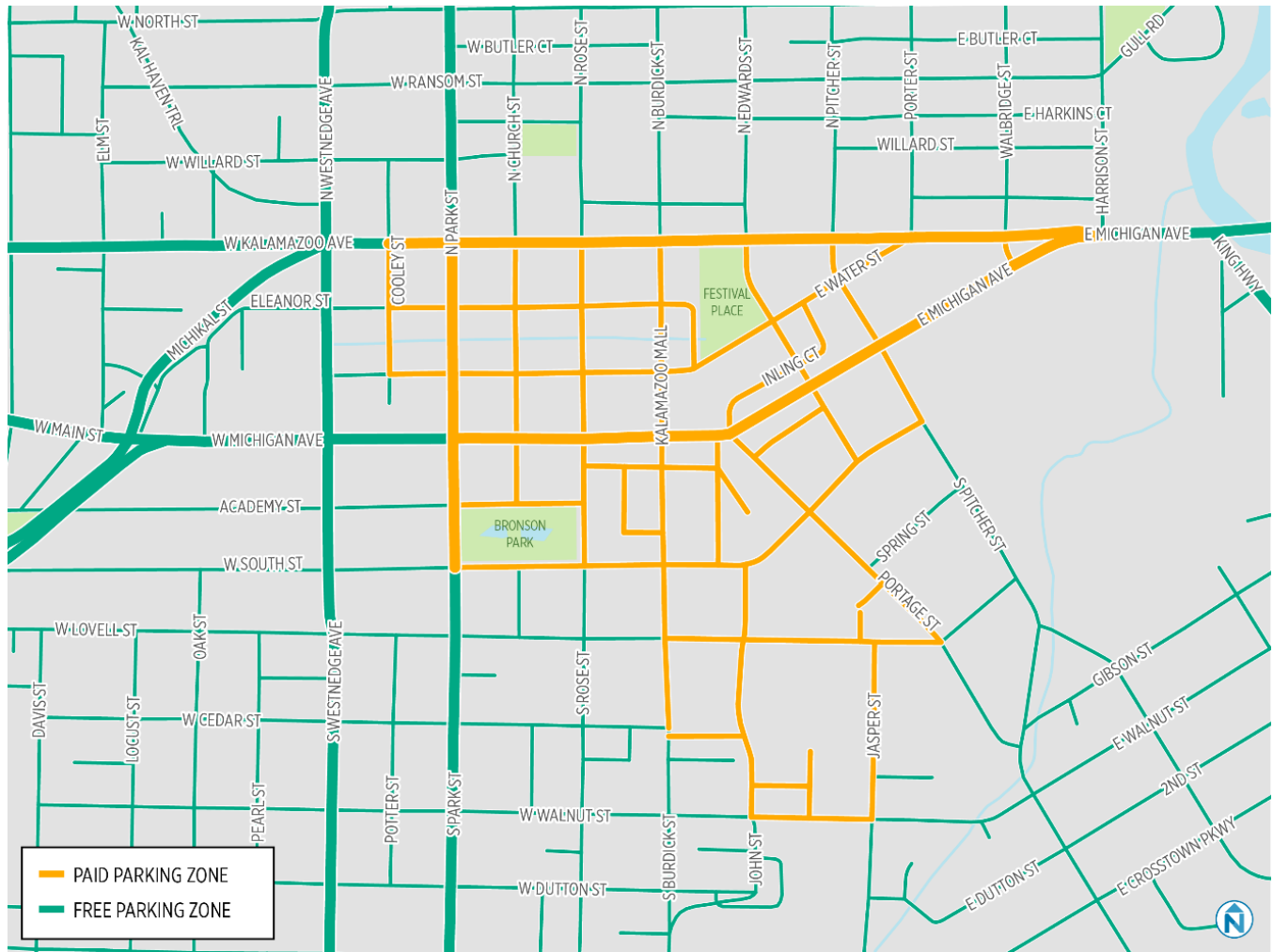
**Figure 8 Recommended Free Parking Zone**



**Paid Parking Zone**

This would leave much of the downtown core as a Paid Parking zone, within which on-street parking should be metered at the current parking rate, and enforced according to the current schedule. All streets within this zone should be metered.

**Figure 9 Recommended Paid Parking Zone**



**Premium-Rate Parking Zone**

The most-consistently constrained blocks of on-street parking reveal a “core within the core” in which demand is discernably higher throughout the day, and significantly higher during evening hours. These are blocks that are highly utilized, with limited availability, throughout the day and into the evening period – when, notably, parking is free on all downtown blocks. The map below identifies a zone encompassing this core area, which should be identified as the Premium Parking zone, in which the highest meter rate is applied.





- Similarly, daily-average measures can obscure prolonged constraints experienced during midday peaks.

**Action Item: Adjust Rates and Zones as Conditions Change.**

- Adjust rates quarterly for a year, or until availability consistently ranges between 80-90%, at the block-level and across all of downtown, particularly during demand peaks.
  - At this level of availability, empty spaces are evident to passing drivers, removing anxiety over finding a space, or having to “circle back” for a space passed up in hopes of better options.
  - Drivers can simply choose where to park, and find a space there, even during the busiest times of the week.
- After the first year, or once availability is more consistently within the desired range, adjust rates annually.

**Action Item: Establish a Parking Benefit District program.**

- Create an enterprise fund that dedicates a fixed portion of parking revenues for investments in recognizable public-space improvements.
- Promote these improvements and the role that parking revenues play in making them possible.
- An appendix to this document provides an overview of this concept.

**Action Item: Exempt well-utilized, long-term metered spaces from these zones and rate-setting approach.**

Several blocks of metered parking allow for 10 hours of parking, and are well utilized by nearby employees.

- The rate-setting approach outlined above is focused on downtown’s short-term parking spaces – those intended and managed to accommodate downtown visitors.
- By contrast, these long-term metered spaces are managed and intended to accommodate area employees.
- Therefore, the zone-based, tiered-rate approach is not recommended as an approach for pricing these spaces, which should be priced at the current rate regardless of their location within the pricing zones defined for short-term spaces.

**Strategic Approach: Increase the appeal of Central City ramps.**

**Related Previous-Study Recommendations**

*Imagine Kalamazoo 2025: Master Plan – City of Kalamazoo, Adopted October 2017*

- Existing parking ramps need to be consistently maintained at a higher standard, including fresh paint, new lighting, and additional signage.
  - Parking ramps must be attractive, conveniently located, and accessible to make them a viable component to the overall parking system.
- Valet and shuttle services promote the use of underutilized parking facilities.
  - These services can facilitate development of land within the City core and deliver customers, employees, and students to key destinations.

*Five Year Transportation, Parking & Mobility Plan – Downtown Partnership, 2016*

- Evaluate current validation program, and consider new technology in conjunction with automation to make it more versatile, user-friendly, popular, successful, and attractive for business participation.
- Allow monthly parkers to use alternative facilities in the evenings and on weekends.



**Action Item: Prohibit parking on lower ramp levels until 10am.**

Prohibiting all parking on the first floor or two within parking structures is a proven-effective practice for maintaining availability among these high-convenience spaces for visitors.

- Because commuter parking activity ebbs significantly after 10am, spaces that remain open until this time tend to remain available through most of the morning and midday period, making structured parking a more viable option for downtown visitors.
- If this can be implemented, the current 3-hour time limit should be removed.

**Action Item: Provide a free period of an hour or two.**

Offering free parking in the Central City Parking ramps will increase the appeal of these parking options to downtown visitors.

- Offering two free hours would help offset the inconvenience and time-cost of using a ramp versus parking on the street.
- This would be more free parking than is currently offered on-street where new pricing is recommended, allowing Downtown Partnership to promote this change as an increase in free parking.

**Action Item: Develop recognizable branding that help identify publicly available, affordable off-street parking options.**

Branding is one of the most effective means of identifying parking options that are managed consistent with the Downtown Partnership parking program.

- Extend branding to private facilities that offer a parking experience largely indistinguishable from parking in a Central City Parking facility.

**Action Item: Improve awareness and strategic use of available validation program.**

Use the Downtown Partnership network to better communicate validation options (via newsletter, business meetings, etc.)

- Provide validation options on Central City Parking website.<sup>3</sup>
- Coordinate with City’s mobile-payment vendor about Digital Validation options.
  - Digital payment systems, including mobile payment, can make validation a seamless experience.
  - This can include a code for free or discounted parking for future parking activity.
  - The City of Detroit recently introduced this for its Park Detroit program, allowing merchants to pay for customer parking at Park Detroit meters, using digital codes that can be entered at a meter/kiosk or via its mobile app.<sup>4</sup>
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<sup>3</sup> <https://www.downtownkalamazoo.org/shop-dine/services/central-city-parking>

<sup>4</sup> <http://www.parkdetroit.us/merchants.html>

## Coordinated Operations

**Strategic Approach: Ensure that Downtown Partnership has sufficient staffing to execute this plan.**

**Action Item: Hire a Parking & Mobility Coordinator.**

To support effective implementation of this blueprint, the Downtown Partnership should create a new position to be filled by a full-time employee whose primary responsibility is to oversee the parking system, coordinating directly with its operations contractor while focusing on progress toward system goals and objectives.

- To prepare for a future in which driving-alternatives play an increasing role in travel to and within downtown, the Downtown Partnership will also want this position to skillfully initiate and oversee a broader set of mobility functions and services that both support effective parking management and further downtown growth and economic development goals.

**Action Item: Designate staff to oversee parking.**

Designating a staff person who is mainly focused on parking will provide capacity to better manage parking. Following the Ann Arbor model, a parking manager would have time to identify parking needs and implement strategies. Ann Arbor, and to some extent Birmingham, Michigan, have used this approach allowing their parking managing organizations to implement best practices, and better respond to parking-related requests. This will free up the CEO to focus on larger organizational issues.

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

**Action Item: Redefine TPM Committee role.**

The Transportation, Parking and Mobility Committee (TPM) provides a great means of getting business and resident input on downtown parking issues. However, it has also been serving functions that should become the responsibility of the Parking and Mobility Coordinator, plus dedicated support staff, as recommended above. The TPM Committee should focus on weighing in on policy issues, and liaising with and representing the interests of the business community to Downtown Partnership Parking and Mobility Coordinator.

**Action Item: Investigate parking management and enforcement beyond downtown.**

Having unified management of parking throughout the City of Kalamazoo could improve communicating parking to city residents and reduce costs. For the public, it can be confusing when multiple parties operate different facilities. Downtown's growth means more outlying lots beyond Central City Parking's current geography may need to be established. Growth downtown also affects streets in nearby residential neighborhoods.

## Parking System Organizational and Financial Structure

**Strategic Approach: Enhance the current management model to better align with overall organizational goals.**

**Action Item: Create contractor performance incentives via contract agreement.**

Parking is, among other things, a tool to realize objectives to the organization running it. These objectives can be parking related or not. Future parking management agreements could include performance incentives tied to specific goals and objectives that parking operations can further. Ann Arbor's Downtown Development Authority has done this successfully with their parking management contractor. Customer service, operational efficiency,

fiscal performance, cleanliness and maintenance are all examples of performance measures Ann Arbor's DDA has incorporated into their agreement.

## **Technologies and Communication**

### **Strategic Approach: Complete Strategic investments to present a state-of-the-art parking system.**

The Downtown Development Authority invested in new pay stations and gates for lots in 2017 and 2018. Upgrading other components of Downtown Development Authority's technology can greatly improve operational efficiency, management and customer experience.

#### **Action Item: Replace officer handhelds and printers.**

Replacing the aged handheld devices and their large belt printers will improve integration with modern technologies elsewhere in the enforcement system, and will enhance officer mobility.

#### **Action Item: Invest in state-of-the-art parking meters.**

New payment technology makes paying for parking easier and more convenient, while making it easier to adjust rates and regulations, and to identify malfunctioning meters. Regardless of the meter type, model, or vendor, a key set of minimum criteria should guide investment in new meter technology.

- Accommodate payment by coin, debit/ credit, and cell
- Accommodate a "first 15 minutes free" option
- Offer pay-by-plate functionality for better compatibility with mobile-payment systems
- Integrate with enforcement equipment
- Facilitate easy pricing and time-limit adjustments

### **Strategic Approach: Develop a comprehensive communications plan that includes coordinated and unified wayfinding, information, signage, and branding program.**

Pricing is most effective in managing demand and maintaining availability when drivers understand their options, clearly and comprehensively, before arriving. Ensure that drivers know their parking options, including their cost, time limits, and any other restrictions.

#### **Related Previous-Study Recommendations**

*[Imagine Kalamazoo 2025: Master Plan – City of Kalamazoo, Adopted October 2017](#)*

- Re-brand Downtown, update wayfinding.

#### **Action Item: Upgrade and unify downtown parking and mobility wayfinding.**

Wayfinding is a means of providing intuitive visual cues and information to drivers, upon arrival. The first objective of wayfinding, therefore, should be to reinforce information provided to drivers before they arrived, and direct them to their parking option of preference. At the same time, effective wayfinding can provide visual information that suggests parking opportunities, and guides drivers toward their "right fit" options, even if they knew nothing of these options before arriving. This can include varying meter types or markings that correspond to pricing and/or time limits, and branding off-street locations that accommodate hourly parking.

- Invite signage stakeholders (city streets department, police department, etc.) to conduct a walking audit of street signs with the goal of eliminating superfluous signage.
- Eliminate standard "P" signs and instead use signage that is more in line with the established wayfinding signage aesthetic.

**Action Item: Provide clear, consistent information.**

Essential pieces of information that must be clear for all parking options include

- Hourly rates, as well as any variations on these
- Time limits
- Schedule of enforcement
- Off-hour options, created via shared-parking agreements

Focus on informing drivers of their options before they arrive in Downtown.

- This can include information specifically on free parking, where and when it is available, which can both help shift peak demand to off-peak times and locations and reduce frustration among drivers expecting to find free parking where and when it is not an option.

**Action Item: Provide clear, consistent signage.**

Clear and concise signage should serve two primary functions.

1. The first is to complement wayfinding, in providing essential details on parking options for drivers arrived with little or no information.
  - By complementing effective wayfinding elements, this information can be visually discrete, and textually concise, while effectively guiding parking searches.
2. The second function is to confirm to each driver that the space she/he has found is indeed priced and regulated as expected. Preferably, this happens without the drivers having to leave their cars.

**Action Item: Create a Comprehensive Downtown Parking Map.**

- Include all streets that offer on-street parking, marked according to time restrictions and meter rates.
- Ensure that off-street locations include private lots that offer off-hour access via shared-parking agreements.
- An online version of this map should reside on the Downtown Partnership website, with local downtown businesses and destinations encouraged to link to this map on their websites' Directions pages.

**Strategic Approach: Add new technologies to streamline costs and improve monitoring**

**Action Item: Utilize License Plate Recognition (LPR) to streamline enforcement.**

- License plate recognition involves cameras on vehicles and in fixed locations that record plates, time and location.
- LPR can reduce enforcement costs in the long term, and enhance monitoring to help monitor and document utilization conditions in support of a performance-based pricing program.

## **Operations**

**Strategic Approach: Bring a performance-focused approach to parking enforcement, with compliance as the Key Performance Indicator.**

Enforcement is essential to the effective management of public resources — without reasonable compliance with pricing and regulation, management will be largely ineffective.

**Action Item: Institute incremental fines.**

- The primary objective of parking tickets and fines should always be to discourage repeat violations.

- Fines that are discouragingly high, however, can do more harm than good if they feel punitive when applied to first-time/one-off mistakes.
- Keeping fines low enough to avoid scaring visitors away from downtown, however, can invite abuse by those who know the system and are willing to pay nominal fines for the convenience of non-compliant parking options.
- Setting an incremental fine structure can address both of these concerns, keeping initial fines modest, while making repeated violations discouragingly expensive.

**Action Item: Include a “first-time forgiveness” policy.**

- First-time violations should incur only a "courtesy" ticket (no fine), that includes detailed information on parking options, pricing, and regulations, as well as information on the escalating fine schedule for repeat violations.
- This emphasizes that parking enforcement is really about managing access to public resources.
- This also formally adds an information-providing role for enforcement officers, altering their relationship with the parking public.

Combining this with incremental fines would look something like the following.

- The first ticket in any 12-month period does not incur a fine.
- The violator is provided essential parking information, and directed to Downtown Partnership parking/mobility websites for more information.
- A second violation within 12 months would be fined at the current level.
- Subsequent violations would go up substantially, perhaps doubling each time.

**Action Item: Focus enforcement where it can best improve KPI performance.**

Enforcement officers should be trained to watch for key parking utilization conditions, which should help them determine where to focus their efforts to best achieve more-consistent availability.

- Areas of consistently reduced availability — Identifying target enforcement areas by shifting from the current zone-based monthly parking-utilization studies to quarterly, street block-based utilization analysis.
- Location-based violation reports, enabled by updated software, can supplement utilization reports to identify areas and times where greater enforcement is needed.
- Areas of ample availability — Likewise, enforcement officers should become aware of areas where finding a space is rarely a problem, and de-prioritize these areas for enforcement.

**Strategic Approach: Adopt best practices for specialized aspects of parking operations and management.**

**Related Previous-Study Recommendations**

*[Five Year Transportation, Parking & Mobility Plan – Downtown Partnership, 2016](#)*

- Introduce an online reservation system for Special Events

**Action Item: Adopt Snow-Clearance best practices to facilitate overnight parking by downtown residents.**

- From November to April, restrict overnight parking to the following “alternate side” rules:
  - Allow overnight parking on streets with odd-numbered addresses, only on odd-numbered calendar dates

- Allow overnight parking on streets with even-numbered addresses, only on even-numbered calendar dates
- At all other times, allow overnight parking on all dates on both sides of the street, with a resident permit, unless otherwise prohibited by signage.
  - See Appendix for more details and best-practice examples

**Action Item: Manage Event Parking through coordinated, strategic approach based on best practices.**

- Conduct pre-event meetings with event stakeholders (organizers, police, clerk’s office & Central City Parking to discuss parking issues and options.
- Rely on event organizers to use their connection with event-goers to communicate parking options.
- Cross-market events with local businesses to spread arrival/departure demand peaks.
- Develop transit plans, including marketing to event-goers.
- Offer pre-assigned parking: Develop an online reservation system to allow attendees to pre-purchase parking in advance of an event.
  - This will simplify parking, particularly for those less familiar with Downtown parking, and help organizers to better plan for capacity needs and changes in traffic flow.
- Develop a Bike Valet program.
  - Offer bike valet offer the same convenience and capacity-expansion benefits of traditional valet in promoting exceptional levels of bike traffic to large events.
  - Bike valet services provide easy, “front-door”, secure bike parking along with personal service, often provided by bike advocacy volunteers.

## Mobility

**Strategic Approach: Optimize the mobility benefits of the recent transfer to City controls of significant downtown arterial streets.**

Opportunities to initiate complete-streets redesign interventions on these streets – especially Michigan and Kalamazoo Avenues – could produce significant mobility improvements for pedestrians, cyclists, and transit riders connecting to, and moving through, downtown. This could provide particular connection improvements between downtown and the campuses of Western Michigan University and Kalamazoo College.

### **Related Previous-Study Recommendations**

*Urban Growth Initiative for Greater Downtown Kalamazoo – Upjohn Institute, Published March 2018*

- Convert Lovell Street and South Street to two-way as a first step, with the goal of all one-way streets eventually being converted to two-way.

**Action Item: Identify a list of Complete Street intervention priorities for these streets.**

Beginning with the conversion of these one-way streets to two-way traffic, several opportunities will remain available to explore, including:

- Bus-priority lanes, potentially limited to rush-hour periods, to provide faster commutes for bus riders.
- Protected bike lanes and other in-road facilities
- Contiguous pedestrian facilities, including sidewalks and well-designed street-crossing facilities in the right locations.



**Strategic Approach: Provide ample, high-quality bike parking options.**

Figure 11 Seasonal Bike Corrals in Traverse City



Each downtown trip completed on a bike leaves one parking space open for another trip made in a car. Providing attractive bike parking options can encourage more such trips, at far less cost and in much less space compared to meeting automobile parking needs. A single vehicle parking space can accommodate eight or more parked bikes. Furthermore, studies have shown that, in many cases, bicycle customers frequent neighborhood commercial districts more often compared to driving customers. <sup>5</sup>

**Related Previous-Study Recommendations**

*Urban Growth Initiative for Greater Downtown Kalamazoo – Upjohn Institute, Published March 2018*

- Increase bicycle-parking availability.

*Imagine Kalamazoo 2025: Master Plan – City of Kalamazoo, Adopted October 2017*

- Bicycle parking is needed at hubs and key stops where transit routes and bicycle routes intersect.

<sup>5</sup> *Bike Lanes, On-Street Parking and Business, Clean Air Partnership, 2009.*

[http://www.bikeleague.org/sites/default/files/bikeleague/bikeleague.org/programs/bicyclefriendlyamerica/bicyclefriendlybusiness/pdfs/toronto\\_study\\_bike\\_lanes\\_parking.pdf](http://www.bikeleague.org/sites/default/files/bikeleague/bikeleague.org/programs/bicyclefriendlyamerica/bicyclefriendlybusiness/pdfs/toronto_study_bike_lanes_parking.pdf)



**Action Item: Adopt seasonal bike-corral program.**

- Identify strategic locations, adjacent to supportive businesses/property-owners, for seasonal installations that can provide high-convenience parking to accommodate increased cycling activity.

**Action Item: Offer enhanced bike parking.**

- Provide shelters over popular bike-rack locations, to protect bikes from weather/elements.
- Enhance security by using street cameras to monitor open bike parking spots to improve bike-parking security.

**Action Item: Create a Bike Parking Map.**

Include bike-parking information in the recommended Downtown Parking Map.

**Strategic Approach: Provide high-amenity bus stops to improve the functionality and perception of this key mobility resource.**

Attractive and accommodating bus stops can raise the perceived appeal of available transit services.

**Figure 12 Traverse City Bus Shelter with Map Display and Route/Schedule Handouts**





**Action Item: Use parking revenues to improve the functionality and visual appeal of downtown bus stops.**

Key amenities for improving service to existing customers, and attracting new riders, include the following.

- Sheltered waiting areas with seating and lighting
- Fare and boarding information
- Mapped routes with connecting service information
- Waste bins
- Functional and aesthetic integration into the streetscape

In October 2018, Metro’s Board approved a Bus Stop Action Plan that will redistribute and renovate bus stop amenities, system-wide, through a phased implementation over the next five years.<sup>6</sup> The plan estimates that recommended bus stop capital improvements will cost Metro approximately \$922,000, including the above amenities.

- Work with Metro to identify ways parking revenue can strategically support the implementation of downtown bus stop infrastructure improvements during over the coming five years.
- Identify priority stops/locations that best serve parking management objectives, such as:
  - Stops near downtown activity/job centers
  - Stops near covered/sheltered bike parking facilities
  - Stops near public parking facilities, particularly those offering the most excess capacity, and perhaps lower parking costs

**Action Item: Explore evolving options for adding a local shuttle/circulator service.**

**Figure 13** An Emerging Model for Downtown Circulators: on-demand and free



Local shuttles can expand the effective range of Downtown parking options.

<sup>6</sup> Kalamazoo Area Bus Stop Action Plan, 2018. <http://www.kmetro.com/download/962/335/kalamazoobusstopactionplanfinalreport1.pdf>

- This can facilitate Park Once management objectives, and thus reduce parking demand, by providing an attractive option for in-Downtown travel and reducing the need for second and third parking spaces during Downtown visits.
- Several cities have begun to explore options provided by vendors, such as San Diego’s FRED (Free Rides Everywhere Downtown) and Columbus Ohio’s Hopper Carts, which provide free rides that can be hailed along designated routes, or via app-requested pickups.
- Coordinate with Metro on studying the feasibility of operating a downtown circulator service.
- Plan any prospective circulator service to prioritize both circulation within the downtown area, and first- and last-mile connectivity with parking facilities and regional transit routes.

**Strategic Approach: Use development code to promote walkable, multimodal downtown development.**

**Related Previous-Study Recommendations**

*Imagine Kalamazoo 2025: Master Plan – City of Kalamazoo, Adopted October 2017*

- Future parking facility construction should be held to the following parameters.
  - Surface parking is not permitted on corner lots or on the front or corner sides of lots within Downtown.
  - Surface lots are not permitted on Priority Streets.
  - Driveway access is not permitted from a Priority Street
  - Low landscape and fencing should buffer the lot from the adjacent sidewalk or public space.
- Whenever possible, parking facilities should be shared between multiple users.

**Action Item: Update downtown zoning code.**

Seek mobility amenities in new downtown development, by providing significant incentives or establishing requirements for amenities that can reduce parking impacts of new land uses/destinations.

- Bike parking: Include distinctions between Class 1 and Class 2 facilities, as noted below.
  - Class One facilities are secure, weather-protected facilities intended for use as long-term, overnight, and work-day bicycle storage by dwelling unit residents, non-residential occupants, and employees.
  - Class Two facilities are located in a publicly-accessible, highly visible location intended for transient or short-term use by visitors, guests, and patrons to the building or use.
- Unbundled residential parking: charging for use of on-site parking, as an optional housing amenity
- Changing facilities: providing facilities that facilitate active-mode commuting

## Transportation Demand Management

Employee parking can have profoundly negative impacts on Downtown’s customer parking capacities. Given that employees tend to arrive well before the first waves of customer demand, the area’s most convenient curbside spaces are particularly vulnerable.

### Strategic Approach: Work with Partners to develop a TDM strategy for downtown employees.

#### Related Previous-Study Recommendations

##### *Urban Growth Initiative for Greater Downtown Kalamazoo – Upjohn Institute, Published March 2018*

- Encourage the City, anchor institutions, and developers to form a compact that details common principles for mobility, such as equity, access for both motorized and nonmotorized vehicles, and access for persons with disabilities.

##### *Imagine Kalamazoo 2025: Master Plan – City of Kalamazoo, Adopted October 2017*

- The City, Kalamazoo Downtown Partnership (Downtown Partnership), and employers should collaborate on the following transportation demand management strategies.
  - Subsidized or free transit passes
  - Trolley service to/from remote parking
  - Shared lots between employers and other uses; such as overnight resident parking
  - Incentives for employees living within walking or bicycling distance
  - Incentives for carpooling

##### *Five Year Transportation, Parking & Mobility Plan – Downtown Partnership, 2016*

- Redevelop 1,000 surface parking spaces in five years, coupled with transportation demand management strategies

#### Action Item: Identify TDM Partners.

Identify willingness of various potential partners to develop a downtown commuter-benefit package, to both help attract/retain quality employees and reduce commuter parking demand.

- City of Kalamazoo - The City of Kalamazoo could “lead by example” in piloting a basic package of TDM benefits designed to reduce drive-alone commuting among its employees.
- Some large employers have expressed interest in offering their employees commuter benefits that could reduce their parking needs.
- Piloting a program with these partners could help refine an approach for a downtown TDM program.

#### Action Item: Explore Metro’s interest in piloting a transit-benefit program for downtown employees.

- Successful programs, including Ann Arbor’s long-standing go!pass program, typically involve mass purchases of unlimited-ride bus passes, offered at a significant discount by the transit provider.
- The discounted rate is passed onto downtown employers, or subsidized via parking revenues, resulting in free or nearly-free transit for participating employees.
- More recently, two Special Improvement District organizations launched an ambitious version of this strategy, which currently offers free transit to roughly 40,000 downtown employees in the City of Columbus, Ohio.



# Implementation Guide

Following is an Implementation Guide for action items recommended for priority implementation over the next few years. Action items in orange-shaded cells are recommended as “quick win” opportunities that should be achievable within the next 12 months.



**PARKING+** | Strategic Blueprint + Action Plan  
Kalamazoo Downtown Partnership

Action Item	Description	First Step/s	Key Follow Up Step/s	Key Strategic Partners
<b>Supply / Capacity</b>				
<b>Expand on-street parking supply</b>	<ul style="list-style-type: none"> <li>Reclaim curbside parking capacity from excess or disused curb-cuts.</li> <li>Add on-street parking to streets that recently converted to local control.</li> </ul>	<ul style="list-style-type: none"> <li>Central City Partnership is tracking where curb-cuts can be removed to create more curbside parking and improve walking conditions.</li> <li>Locations where on-street parking may be added, based on City standards, are mapped in the report.</li> </ul>	<ul style="list-style-type: none"> <li>Work with property owners to remove identified curb-cuts.</li> <li>Draft ordinance language to allow for parking in disused curb-cuts, until the curb-face can be restored.</li> <li>Add on-street parking as streets convert to City control.</li> </ul>	City, Downtown Partnership, property owners
<b>Update Development Code for Pedestrian Priority Streets</b>	Update development code to minimize driveways on pedestrian-priority streets.	Suggested amendments to the current code are provided as an appendix to this plan document.	Evaluate options for incorporating these into the code, to minimize development impacts on curbside parking capacity and sidewalk continuity.	City, Downtown Partnership
<b>Use Evening/Weekend Capacities to Accommodate Residential Growth</b>	<ul style="list-style-type: none"> <li>Allow overnight parking in on-street spaces, with a valid residential parking permit, to facilitate downtown residential development.</li> <li>Allow use of Downtown Partnership facilities, with the same permit, providing residents with an option for daytime and weekend parking, as well as during snow emergencies.</li> </ul>	<p>Allow overnight parking on downtown streets.</p> <ul style="list-style-type: none"> <li>Require a resident permit, linked to a downtown residential address, for vehicles parked overnight.</li> <li>Align with snow clearance strategies, such as alternate side parking, to balance clearance needs with maintaining resident access to curbside parking.</li> </ul>	<ul style="list-style-type: none"> <li>Designate most blocks of on-street spaces as available for resident parking, between 5pm and 8am, with a valid residential parking permit.</li> <li>Allow use of Central City Parking ramps and surface-parking spaces,</li> </ul>	City, Downtown Partnership, residential property owners/managers
<b>Variable Curb-space Regulations</b>	Vary regulations for high-demand curbspace to align curb-space capacities with demand patterns that vary across the day and week.	<p>Engage with Traffic Board about this strategy, determine their interest in implementing options like early-morning loading zones:</p> <ul style="list-style-type: none"> <li>Prioritize loading/unloading during early mornings – 6am – 10am.</li> <li>Prioritize short-term/metered parking from late-morning through the evening – 10am – 10pm.</li> <li>An appendix to this document,</li> </ul>	<p>Prioritize public valet or passenger loading (Lyft, Uber, taxi):</p> <ul style="list-style-type: none"> <li>On select blocks, those with the highest concentrations of evening-based destinations.</li> <li>Thursday through Saturday evenings – 8pm –Midnight.</li> <li>Identify blocks with high evening demand, and supportive adjacent businesses.</li> </ul>	City, Downtown Partnership, business owners

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Action Item	Description	First Step/s	Key Follow Up Step/s	Key Strategic Partners
<b>Shared-Parking Agreements</b>	Secure shared-parking arrangements for off-hour public use of private lots – see sample agreements provided in an Appendix	Initiate negotiations between business, property, and lot owners, identifying shared-benefit opportunities, and helping to address common concerns.	<ul style="list-style-type: none"> <li>▪ Downtown Partnership can serve as a conduit between business, property, and lot owners with recognizable opportunities for mutually beneficial shared-parking arrangements.</li> </ul>	City, Downtown Partnership, property owners
<b>Mobile Payment for Shared-Parking</b>	Use established mobile-payment system to encourage off-hour shared parking – see case studies provided in an Appendix.	Engage Park Mobile about piloting this approach with interested lot owners.	<ul style="list-style-type: none"> <li>▪ Engage owners of lots that offer prime locations for evening- and weekend-based downtown activities. .</li> <li>▪ Explore option to provide enforcement, at least during a pilot with “early adopters”.</li> </ul>	Central City Parking, Downtown Partnership, Park Mobile
<b>Public Valet</b>	Establish a Public Valet program to extend the effective capacity of key Downtown curbsides – see case studies provided in an Appendix.	A transition to paid parking on these streets will help define demand for parking on prime blocks.	<ul style="list-style-type: none"> <li>▪ Pilot this option on Michigan Avenue, 6pm to Midnight, Thursday through Saturday.</li> <li>▪ Seek use of private lots, through signed agreements, to park valeted cars.</li> <li>▪ Work with CCP to define best-fit options for valet operations – in-house or contracted vendor</li> </ul>	Central City Parking, Downtown Partnership, property owners
<b>Employee Parking Permit Program</b>	Develop a permit program to allow employees to park on underutilized streets exempt from time limits– see case studies provided in an Appendix.	Identify downtown and downtown-adjacent blocks within the Free Zone, as identified above, that are likely to provide viable parking options for nearby place of employment.	<ul style="list-style-type: none"> <li>▪ Link permits to specific streets, blocks, or small areas.</li> <li>▪ Limit the number of permits issued to ensure that local curbsides can accommodate the demand without constraining availability.</li> <li>▪ This would function similar to resident-parking permits.</li> </ul>	Central City Parking, Downtown Partnership, employers
<b>Park and Ride Options</b>	Coordinate with Metro Transit on potential new/improved park and ride options.	Encourage Metro to elevate the priority level of service improvements increasing connectivity to and from park and ride facilities, per their 2015-2025 Ten Year Vision Service Plan.	Work with Metro to support new park and ride options with convenient transit service connections to downtown destinations.	Downtown Partnership, Metro

Action Item	Description	First Step/s	Key Follow Up Step/s	Key Strategic Partners
<b>Demand Management</b>				
<b>On-Street Performance-Based Pricing</b>	Establish a policy of performance-based pricing for on-street parking downtown.	<ul style="list-style-type: none"> <li>▪ Draft a policy/mission statement for on-street regulations, and post this to parking-information websites.</li> <li>▪ Include a statement that the primary role of parking rates is to maintain optimal levels of space availability, as consistently as possible, across all parking options.</li> <li>▪ Seek authority to adjust meter rates, based on observed utilization/availability conditions – code examples provided as an appendix.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Establish “space availability” as the Key Performance Indicator for setting/adjusting parking rates.</li> <li>▪ Use the “space availability” performance indicator to measure and pursue optimal availability conditions.</li> </ul>	Central City Parking, City
<b>Tiered On-Street Rates</b>	Create two tiers of parking rates, applied to zones within the downtown core, outside of which is primarily free parking	Seek approval to increase/apply the premium and base parking rates within their respective zones.	<ul style="list-style-type: none"> <li>▪ Install new meters on blocks in these zones that are currently free parking.</li> <li>▪ Remove meters from blocks located outside of these zones.</li> </ul>	Central City Parking, City
<b>Adjust Meter-Enforcement Schedules</b>	Align payment enforcement schedules with demand patterns.	<ul style="list-style-type: none"> <li>▪ Begin meter enforcement at 10am in both Base and Premium Zones.</li> <li>▪ Enforce in the Base zone until 6pm, and in the Premium zone until 10pm.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Ensure enforcement capacity exists to cover the new evening hours.</li> <li>▪ Coordinate with “performance-based” enforcement approach implementation, offering first-time forgiveness + information tickets</li> </ul>	Central City Parking, City Council
<b>Parking Benefit District</b>	Set aside parking meter revenues to fund public improvements.	Create an enterprise fund that dedicates a fixed portion of parking revenues for investments in business-supported, public-space improvements.	<ul style="list-style-type: none"> <li>▪ Promote the role that parking revenues play in such programs, to counter the narrative that rates are set to maximize City revenues.</li> </ul>	Central City Parking, City, Downtown Partnership

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Action Item	Description	First Step/s	Key Follow Up Step/s	Key Strategic Partners
<b>Free Period in Central City Parking ramps</b>	Following a performance-based pricing approach, free parking would reflect the relatively low demand for short-term parking in these facilities.	<ul style="list-style-type: none"> <li>▪ Time this to offset new/increased parking rates for on-street parking</li> <li>▪ Offer two free hours to help offset the inconvenience and time-cost of using a ramp versus parking on the street.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Promote this wherever notices of new/increased parking rates are posted.</li> <li>▪ Complement with a 1st-Floor restriction on parking before 10am, weekdays.</li> </ul>	Central City Parking, City
<b>Performance Monitoring Program</b>	Define Key Performance Indicators (KPI), set measure targets, and track conditions.	Conduct regular counts in high-demand parking locations at peak-demand times to monitor parking performance and measure the impacts of pricing, policy, and regulatory changes.	Set up data-collection protocols to minimize manual-count needs – see detailed monitoring program overview provided in an Appendix.	Central City Parking, City, Downtown Partnership
<b>Adjust Rates and Zones</b>	Use annual rate adjustments to seek KPI targets related to parking availability.	Adjust rates periodically if availability consistently falls outside a targeted range of 80-90%, at the block-level and across all of downtown, particularly during demand peaks.	Monitor response to changes, to better-inform future adjustments.	Central City Parking, City
<b>Develop Recognizable Branding</b>	Good branding will help identify parking locations as publicly available and affordable.	<ul style="list-style-type: none"> <li>▪ Develop branding for Downtown Partnership and partner-facility parking options.</li> <li>▪ Use in web-based and print information, as well as on-the-ground wayfinding and signage.</li> </ul>	Extend branding to private facilities that partner with Downtown Partnership to offer a parking experience largely indistinguishable from parking in a Central City Parking facility.	Commission marketing support



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Action Item	Description	First Step/s	Key Follow Up Step/s	Key Strategic Partners
<b>Coordinated Operations</b>				
<b>Comprehensive Downtown Parking Map</b>	Map all public and shared parking facilities, including on-street, with information on pricing, hours of access, and other restrictions.	<ul style="list-style-type: none"> <li>Include all streets that offer on-street parking, marked according to time restrictions and meter rates.</li> <li>Ensure that off-street locations include private lots that offer off-hour access via shared-parking agreements.</li> </ul>	An online version of this map should reside on the Downtown Partnership website, with local downtown businesses and destinations encouraged to link to this map on their websites' directions pages.	Downtown Partnership
<b>"First-Time Forgiveness" Policy</b>	Formalize a "first-time forgiveness" policy.	Design tickets to provide information on parking options, pricing, and regulations, as well as information on the fine schedule for repeat violations.	Complement with incremental increases in the fine for repeat violations.	Central City Parking, City, Downtown Partnership
<b>Upgrade and Unify Wayfinding</b>	Parking and mobility wayfinding can reveal the abundance of options that can be obscured by the complexity of the physical environment and activity of a typical downtown.	Invite signage stakeholders (city streets department, police department, etc.) to conduct a walking audit of street signs with the goal of eliminating superfluous signage.	<ul style="list-style-type: none"> <li>Eliminate standard "P" signs and instead use signage that is more in line with the established wayfinding signage aesthetic.</li> <li>Ensure that new wayfinding provides visual information that suggests parking opportunities, and guides drivers toward their "right fit" options, even if they knew nothing of these options before arriving.</li> </ul>	Central City Parking, City, Downtown Partnership, Police Department
<b>Clear, Consistent Information</b>	Essential pieces of information that must be clear for all parking options include: <ul style="list-style-type: none"> <li>Hourly rates, as well as any variations on these</li> <li>Time limits</li> <li>Schedule of enforcement/shared access</li> </ul>	Clear and concise signage should: <ul style="list-style-type: none"> <li>Complement wayfinding, in providing essential details on parking options for drivers arrived with little or no information.</li> <li>Confirm to each driver that the space she/he has found is indeed priced and regulated as expected.</li> <li>Be visually discrete and textually concise, while effectively guiding parking searches.</li> </ul>	Complete annual surveys of all information resources – signage, websites, print materials, etc. -- to address inconsistencies, conflicting messages, and ambiguities.	Central City Parking, City, Downtown Partnership

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Action Item	Description	First Step/s	Key Follow Up Step/s	Key Strategic Partners
<b>Incremental Fines</b>	Increase the cost of repeat violations, while keeping fines low for rare mistakes.	Identify ordinance-change requirements for implementing an escalating fine structure.	<ul style="list-style-type: none"> <li>Complement with first-time-forgiveness policy to avoid visitor ticket anxiety.</li> </ul>	Central City Parking, City, Downtown Partnership
<b>Focus Enforcement</b>	Focus enforcement where it can best improve Downtown Partnership performance, to best achieve more-consistent availability.	Create and maintain quarterly, parking-utilization reports to inform enforcement focus areas.	<ul style="list-style-type: none"> <li>Identify areas of consistently reduced availability as areas to focus enforcement.</li> <li>Train enforcement officers to watch for key parking utilization conditions, to determine where to focus their efforts to best achieve more-consistent availability.</li> </ul>	Central City Parking, City, Downtown Partnership
<b>Snow-Clearance for Overnight Parking</b>	Adopt Snow-Clearance best practices to facilitate overnight parking by downtown residents – see case studies provided in an appendix to this report.	<p>From November to March, restrict overnight parking to the following “alternate side” parking rules:</p> <ul style="list-style-type: none"> <li>Allow overnight parking on streets with odd-numbered addresses -- the south side of Kalamazoo Avenue, for example -- only on odd-numbered calendar dates – December 1st, for example.</li> <li>Allow overnight parking on streets with even-numbered addresses-- the north side of Kalamazoo Avenue, for example -- only on even-numbered calendar dates, December 2nd, for example.</li> </ul> <p>This approach is based on practices employed by the City of Rochester, Minnesota; an alternative used in Duluth is also highlighted in the case studies included in an appendix to this report.</p>	At all other times, allow overnight parking on all dates on both sides of the street, with a resident permit, unless otherwise prohibited by signage.	Central City Parking, City, Downtown Partnership

Action Item	Description	First Step/s	Key Follow Up Step/s	Key Strategic Partners
<b>Mobility</b>				
<b>Complete Street Intervention Prioritization</b>	Identify a list of Complete Street intervention priorities for these streets.	<ul style="list-style-type: none"> <li>Identify opportunities available to explore for applying Complete Streets design to downtown streets converting to two-way streets.</li> <li>Coordinate with CDM Smith study, and with Downtown Partnership and City Staff</li> </ul>	Initial opportunities to consider include: <ul style="list-style-type: none"> <li>Bus-priority lanes, potentially limited to rush-hour periods, to provide faster commutes for bus riders.</li> <li>Protected bike lanes and other in-road facilities.</li> <li>Contiguous pedestrian facilities, including sidewalks and well-designed street-crossing facilities in the right locations.</li> </ul>	City, Downtown Partnership, bike and pedestrian advocates
<b>Bike Parking Options</b>	Provide ample, high-quality bike parking options.	Identify on- and off-street parking facilities and curb spaces to site new bike parking racks.	Distribute bike parking across downtown for convenient access from multiple destinations.	Central City Parking, City, Downtown Partnership, businesses
<b>Seasonal Bike-Corral Program</b>	Adopt seasonal bike-corral program.	Identify strategic locations, adjacent to supportive businesses/property-owners, for seasonal installations that can provide high-convenience parking to accommodate increased cycling activity.	<ul style="list-style-type: none"> <li>Pilot a seasonal bike corral program downtown.</li> <li>Engage major event planners to identify ways to adjust the bike corral program to respond to temporary concentrated demand during major events.</li> </ul>	City, Downtown Partnership, businesses, major event planners
<b>Bike Parking Map</b>	Include in the recommended Downtown Parking Map.	Map downtown parking resources, highlighting sheltered and high-capacity locations.	Encourage local downtown businesses and destinations to reference available bike parking when linking to this map on their websites' directions pages.	Downtown Partnership

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Action Item	Description	First Step/s	Key Follow Up Step/s	Key Strategic Partners
<b>TDM</b>				
<b>Identify TDM Partners</b>	Identify willingness of various potential partners to develop a downtown commuter-benefit package.	<ul style="list-style-type: none"> <li>▪ Compile list of employers with an expressed interest in offering their employees commuter benefits that could reduce their parking needs.</li> <li>▪ Identify basic package of TDM benefits that the City could offer in a pilot, and that could be replicated or expanded to downtown employers.</li> </ul>	<ul style="list-style-type: none"> <li>▪ The City of Kalamazoo could “lead by example” in piloting a basic package of TDM benefits designed to reduce drive-alone commuting among its employees.</li> <li>▪ Expand and refine the pilot into a downtown TDM program with interested employers.</li> </ul>	City, large employers
<b>Transit-Benefit Program</b>	Explore Metro's interest in piloting a transit-benefit program for downtown employees.	Collaborate with Metro in launching an employer-purchased unlimited-ride pass, similar to Ann Arbor's go!pass.	<ul style="list-style-type: none"> <li>▪ Identify employers with an expressed interest in reducing their parking needs as initial buyers for a new downtown transit benefit program.</li> <li>▪ Explore ways downtown parking revenue can subsidize rates for a new downtown transit benefit program.</li> </ul>	Central City Parking, Downtown Partnership, Metro



# **PARKING+**

**A Mobility-Centered Parking Management Plan  
for Downtown Kalamazoo**

**Strategic Blueprint Appendices**

**May 2019**



+ MKSK + Mission North

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## **Appendix A: Potential Additional On-Street Parking**



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PROJECT NAME: Kalamazoo Parking Study

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There may be opportunities to add on-street parking in some targeted locations to help alleviate parking demand, especially for high-turnover parkers. We were asked to review blocks where additional on-street parking spaces may be an option. Potential additional on-street parking locations are illustrated on the attached map.

For this exercise, we assumed that the existing one-way streets remain (since one-way streets often allow more on-street parking than two-way streets). As the city considers conversions of some or all of the one-way streets to two-way, and/or additional of bike lanes, some of those opportunities may not remain. Potentially some of these locations could permit additional on-street parking on a temporary basis during construction on other streets or until decisions are made on the ultimate street design. In addition, parking at some locations may now be possible with the transfer of jurisdiction from MDOT to the City, since the city's dimensional standards for lane and parking widths are less restrictive.

Our method for evaluating potential on-street parking locations was based on several factors:

- Priority locations for added on-street parking that were named by KDP (Westnedge Avenue, Park Street, etc.)
- Existing curb to curb width and number of travel lanes needed (based in part on the CDMSmith capacity analysis during the MDOT PEL project).
- Review of the 2045 Daily Level of Service Map (attached) to consider the predicted future traffic volumes.
- Review of the associated parking demand on the proposed on-street parking streets and nearby streets (based off of the occupancy counts taken in November 2018 that are found in the Existing Conditions Report).

Our study took into consideration some standards and conditions that might restrict parking from certain places. There may be other as-built conditions or city ordinance requirements that could prevent some of the parking shown; the intent was to identify potential locations for discussion with the City. We generally applied the following guidelines:

- Assumed on-street parking spaces to be 8 feet wide and that the reduction of travel lane widths would not result in less than 10-foot-wide lanes (this could affect some of the Metro Transit routes that require an 11 foot wide lane or wider).
- Parking spaces typically should be no closer than 20 – 30 feet from a crosswalk and/or intersection. On-street parking should not require maneuvering over a crosswalk.
- Proper distance from fire hydrants, bus stops, and driveway clearance.
- Avoid existing loading zones (but those could be an opportunity to allow parking during part of the day).

## **Appendix B: Proposed Driveway Standard Changes**

## **DRAFT ZONING AMENDMENT LANGUAGE FOR DRIVEWAYS AND SITE ACCESS**

This document provides existing language in the City of Kalamazoo's Zoning Ordinance related to driveways and site access, along with recommended amendments to improve street safety for all roadway users. The proposed changes are provided as tracked changes to denote recommended deletions and additions.

### **§ 50-1.3 Definitions.**

As used in this chapter, the following terms shall have the meanings indicated:

#### **ALLEY**

A public or private right-of-way intended for accessing rear yards, utilities, trash pick up, and vehicular access to parking or loading areas. The City Planner can approve having existing courts serve the same functions as alleys, as it relates to the requirements of this code. **Where available, alleys serve as the preferred location for vehicular access points.**

#### **STREET, PRIMARY**

A street designated as having priority over other streets in terms of setting the front lot line, locating building entrance, and facade treatment. Refer to Figure 1.3-2, Primary Street Map.

#### **STREET, SECONDARY**

A street designated as not having priority over other streets. **Where alleys are unavailable,** secondary streets typically serve as preferred location for vehicular access points, and buildings fronting secondary streets may have a reduction in the facade requirements. Refer to Figure 1.3-2, Primary Street Map.

### **§ 4.20 Alleys.**

§ 4.21 Alleys shall be provided in commercial and industrial districts, except that the Planning Commission may waive this requirement where other definite and assured provision is made for service access, such as off-street parking, loading and unloading consistent with and adequate for the uses proposed. Alleys **may be provided** in residential districts.

§ 4.22 The width of an alley shall be 20 feet.

§ 4.23 Alley intersections and sharp changes in alignment shall be avoided, but where necessary, corners shall be cut off sufficiently to permit safe vehicular movement.

§ 4.24 Dead-end alleys shall be avoided where possible, but, if unavoidable, shall be provided with a adequate turn-around facilities at the dead-end as determined by the Planning Commission.

### **§ 50-7.5 Driveway access design.**

A. Driveways. Driveways will be designed as follows:

- (1) Driveway width. Driveway width is measured at the front property line and shall adhere to the following:

- (a) Single-lane driveways. Single-lane driveways shall be between eight feet and 12 feet, and separated from other driveways by a minimum of 40 feet.
  - (b) Double-lane driveway. Double-lane driveways shall be between 20 feet and 24 feet, unless the driveway serves the off-street loading area where a larger driveway may be required based on site plan review. Property owners may provide a joint double-lane driveway, instead of two separated single-lane driveways.
- (2) Double-track driveways. Double-track, wheel strip, or ribbon driveways are permitted as follows:
- (a) The first two feet of the entire driveway width, measured from the property line, must be paved or covered with a permitted material.
  - (b) The wheel strip shall be at least 18 inches in width.
  - (c) The area between the wheel strips must be landscaped with living ground cover.
- (3) Materials. Driveways may be designed with impervious or semi-pervious materials, such as concrete, asphalt, macadam, brick, and stone.
- (a) Gravel and crushed stone are permitted for residential driveways accessing parking areas up to 10 spaces. Additional application of these types of material may be permitted with a approval of the City Planner.
- (4) Maximum coverage of front yard. Driveways cannot account for more than 30% of the front yard of a lot.
- (5) Properties with access from primary and secondary streets shall have no more than 1 double-lane driveway or 1 pair of single-lane driveways for every 300 feet of parcel frontage.
- (6) Site Access. The hierarchy of preferred points of site access (driveways), as follows:
- (a) Alleys
  - (b) Secondary Streets
  - (c) Primary Streets
- (7) Driveway Turning Radii. The following are the maximum turning radii for driveways:
- (a) Mixed Use/Commercial Double-lane driveway: 30 feet radius.
  - (b) All other driveways: 10 feet radius.

## **Appendix C: Performance-monitoring**

## PERFORMANCE-MONITORING PROCESSES

### Overview

Effective performance-based pricing requires performance monitoring — tracking the availability of parking spaces, continuously or via “spot checks” during peak-demand conditions. To ensure a desired level of space availability — often a formally identified target measure, such as 15% of spaces being unoccupied — parking managers must strategically monitor parking occupancy conditions. This should prioritize, but not necessarily be limited to, locations and times that consistently experience peak-demand conditions.

The primary objective of performance monitoring is to inform parking rates and rate-adjustments, and/or other management/regulation adjustments, and to document the impact of such on performance/availability.

A performance-monitoring program in support of performance-based pricing should center on the following sequential steps.

1. Define performance to be measured.
2. Define success (performance target/s).
3. Monitor conditions.
4. Evaluate performance & adjust rates.

### On-Street Parking Program Steps

#### Define Performance to be Measured: Availability

The primary performance measure should be “availability” — the proportion of viable parking spaces that remain vacant and available for parking at a given point in time. Achieving optimal availability conditions can bring about several parking-management objectives. The two most significant and transformative are:

- Improved customer experiences, as more parking options are more consistently available, more of the time; and
- Reduced traffic congestion and vehicle emissions, as drivers simply park once they have arrived at/near their destinations, or at their first-choice parking option.

#### Define Success: Modest but Consistent Availability

Performance-based pricing success can be broadly described as resulting in a modest, but obvious and consistent, level of availability among all primary parking options — just enough so that the empty spaces are apparent to drivers seeking out a space — particularly during peak-demand conditions.

#### On-Street Availability Targets

The most widely-adopted target measure for on-street availability is 15% of spaces — just enough so that empty spaces are quickly perceivable to drivers upon approaching a blockface. This is an ideal performance measure for any location, and at any time. Achieving it, however, will be most challenging, and therefore essential, during times of peak parking demand.

## Monitor Conditions

### Measure and Track Availability Levels

Performance monitoring requires a program of regularly collecting measures of occupancy. This is typically executed through one of three approaches: manual field surveys, digital sensors, or the use of meter-transaction data to estimate occupancy conditions. Commercial services, such as Smarking, which is currently supporting performance-based pricing for off-street parking managed by the City of Grand Rapids, uses a version of the latter of these approaches to monitor on-street conditions as well, as they have done in support of seasonal on-street meter rates in Aspen, Colorado.<sup>1</sup>

#### Manual-Count Surveys

Field surveys continue to be used to document occupancy/availability levels among curbside parking inventories, particularly in small cities, many of which were early adopters of performance-based pricing programs. Frequent and/or expansive surveys, however, are labor intensive to complete with staff, and costly to outsource. This approach can be highly reliable, and remains a standard for checking the reliability of technology-enabled, labor-saving approaches, including those outlined below. Further, license-plate-recognition devices can increase the processing speed, and reduce the labor requirements, of “manual” counts.

#### Meter-Transaction Data

Many cities that have grown wary of the downsides to digital-sensor systems have begun to use meter-transaction data to estimate curbside occupancies. This offers a similarly robust “stream” of data as sensor systems, without the cost and complications of dedicated technology. It allows parking managers to “measure” occupancy from any previous date, at any particular time; a distinct advantage over relying on manual field surveys. This approach is not without challenges, as meters will occasionally be “over-paid” while others will be “under-paid.” The latter occurs in particular where there is parking placard use and/or abuse. An emerging trend is to combine meter payment data with observed occupancy surveys. By merging these data streams, cities are developing models to support performance-based parking strategies, as there is a strong positive relationship between payment rates and occupancy rates.

#### Commercial Services Option

Smarking is a data analytics software platform for parking systems. The software can collect transactional data from on-street meters and/or off-street facilities to provide customized data reports and analytics. It can also sync with garage entry/exit data for a more direct estimate of occupancy over time. This is highly useful for estimating occupancy in metered areas and for off-street facilities, but Smarking cannot provide measures of parking demand where or when pricing is not in effect.

Smarking relies on meter payment status and garage access control or payment data to estimate occupancy. It is important to note, this is not the same as occupancy data. The difference between meter payment status and occupancy will differ in various cities and neighborhoods. Spot checks should be used to check the accuracy of Smarking data and analytics, and to work with Smarking representatives to adjust the model to ensure it is responding to local conditions/contingencies.

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<sup>1</sup> <https://www.dropbox.com/s/wlx1ce4a1dq9vqn/Aspen%20Smarking%20Case%20Study.pdf?dl=0>



## Evaluate Performance & Adjust Rates

Following is an overview of steps for establishing a process of collecting and analyzing data, and making rate adjustments in response to findings (and in pursuit of defined availability targets).

### On-Street Parking

#### Collect Data: Spot Counts

At a minimum, monthly counts during identified peak-demand periods (likely weekday midday + Friday night)

#### Adjust Rates

- Set parameters for triggering rate adjustments, such as the following.
  - When occupancy is consistently 90-100%, the hourly rate is increased by \$0.25
  - When occupancy is consistently 60-90%, the hourly rate is not changed.
  - When occupancy is consistently 30-60%, the hourly rate is lowered by \$0.25.
  - When occupancy is less than 30%, the hourly rate is lowered by \$0.50.
- Adjust rates no more than twice per year
  - Generally, annual rates are preferred, except in larger city centers and/or during the first year of performance-based pricing.
  - Allow at least two weeks after rate adjustments to pull new data for evaluation.

## Off-Street Parking Program Steps

### Off-Street Availability Targets

Performance targets for off-street parking are less standardized as they should be dependent upon facility programming and design, which can be highly variable compared to on-street parking. In general, availability targets should be at least moderately lower than the 15% target for on-street parking. There is little risk of lower availability conditions generating “search traffic,” as the travel patterns of drivers in off-street facilities is largely determined by the facility layout – drivers essentially drive in a fixed pattern until a suitable space is found. For most drivers, the first space found is likely to be preferred over any space that a continued search might offer, reducing the propensity for drivers to circle back to repeat search patterns.

However, at some point, very low levels of availability will reduce the functionality of an off-street facility. For these facilities, efficiency and maximized utility require an optimal balance between maximum occupancy and internal circulation efficiency (getting vehicles into the facility as quickly as possible). Too few empty spaces can slow internal circulation, reducing the turnover process that is especially important to commercial operators and any operator serving hourly customer markets. Suboptimal internal circulation conditions can also reduce the appeal of a parking facility, as drivers consistently find themselves stuck in entry/exit congestion.

As such, the performance target can be qualitatively defined as the highest level of occupancy that a facility can accommodate without congesting internal circulation. Typically, 85% occupancy is a too-modest target for this; 90% - 95% is much more common. Facility characteristics that can most significantly determine optimal occupancy levels include the following.

- Hourly vs. Monthly customer balance – Target occupancy levels can be set close to 100% in facilities that primarily cater to monthly customers, but have sufficient hourly-parking demand to fill spaces that remain empty after the morning peak.
- Facility design – Facility design and layout can affect circulation efficiency, as can entry and exit processing procedures and technologies. The more efficient the facility is in either or both aspects, the higher its occupancy target can be.
- Real-time information system – This can increase internal circulation efficiency, by reducing the need for drivers to attentively scan facilities for empty spaces. This is especially true for systems that identify availability by floor, and even more so for systems that visually identify empty spaces individually.

## Evaluate Performance & Adjust Rates

### Off-Street Parking

- Conduct occupancy counts around the 1PM hour, or pull peak-occupancy data where available, at least every quarter, preferably monthly.
  - The more days, the better, to provide a running average
  - Exclude Mondays, Friday, holidays.
- Follow guidelines for permit and hourly parking, as outlined below.

### Monthly/Annual Permits

#### Quarterly Assessments:

- If the average peak-utilization measure is below 80%, issue more permits for that facility.
  - # of new permits sold should roughly equal 1% of the facility's capacity, multiplied by the difference between the peak-utilization average and 90%.
    - For example, if the average weekly-peak measure for a 200-space garage is 70%, issue 40 more permits (20% of 200 = 40) for that facility.
    - This is a conservative increase in permit issuance, as it would push the 85th percentile measure up to 90% only if all 40 new cardholders use the facility at a 0% "absentee" rate.
- If the average peak-utilization measure is at or above 95%, raise the monthly permit rate by 10-20%.
- Continually invest parking revenues in mobility programs, services, and infrastructure, as well as programs to help reduce drive-alone commute rates, and subsequently help avoid permit-rate increases.

### Hourly

- Apply a process similar to the on-street process outlined above, but with the following thresholds.
- Set parameters for triggering rate adjustments, such as the following.
  - When occupancy is 90-100%, the hourly rate is increased by \$0.25
  - When occupancy is 60-90%, the hourly rate is not changed.
  - When occupancy is 30-60%, the hourly rate is lowered by \$0.25.
  - When occupancy is less than 30%, the hourly rate is lowered by \$0.50.

- Adjust rates no more than twice per year
  - Generally, annual rates are preferred, except in larger city centers and/or during the first year of performance-based pricing.
  - Allow at least two weeks after rate adjustments to pull new data for evaluation.

## **Appendix D: Parking Benefit District Concept Overview**

## PARKING BENEFIT DISTRICTS

### Concept Overview

A key, complementary strategy for Performance-Based Pricing (see separate Strategy Sheet, “Performance-Based Pricing”) is returning some or all resulting parking revenue to fund local improvements. This approach is known as a Parking Benefit District (PBD). Parking Benefit Districts underscore and formalize management policies that parking-rate adjustments will be made based on performance criteria like space availability during peak-demand conditions, rather than revenue generation opportunities. By ensuring that revenue gains from strategic rate adjustments will be captured for shared, local benefits, a PBD program creates stakeholders with a vested interest in well-managed, and appropriately-priced parking resources. This stakeholder relationship can be further enhanced by allowing local stakeholders to influence or determine what investments are made with PBD funds.

#### Meters Promote the Benefits Funded by Parking Revenues in Pasadena, CA



### Objectives & Benefits

- Increase stakeholder support for well-managed and appropriately priced parking.
- Promote the connection between parking revenues and local improvements.
- Make Performance-Based Pricing (see separate Strategy Sheet, “Performance-Based Pricing”) policies more transparent, while making the benefits of such policies more conspicuous.
- Use revenue to offset the impact of increasing parking demand on parking costs, by expanding and improving driving alternatives and other cost-saving benefits.

- Investing parking revenues in mobility improvements and demand-management benefits can create a virtuous circle, in which increased parking revenue helps to shift demand to other modes, or non-peak times, thereby easing parking demand and preventing further rate increases.
- These investments can also produce significant co-benefits, while extending the effectiveness of existing parking resources, by facilitating:
  - Greater mobility choice,
  - Reduced commuting costs,
  - More active sidewalks and public spaces, and
  - Expanded access to safe active-mobility networks.

#### **Parking Revenues Provide Enhanced Downtown Transit in Grand Rapids**



#### **Key Elements**

- **Parking Enterprise Fund** – Capture all parking revenue, or at least revenue gains provided by rate adjustments made following the establishment of the PBD program, or parking, mobility, and demand-management investments.
- **Stakeholder Engagement** – Make sure area parking stakeholders, including all parking users, are aware of the program, and its capacity to convert parking fees into public improvements.
- **Investments** – Ensure that investments are made, in line with stakeholder priorities and parking-management objectives.
- **Promotion** – Ensure that the program’s activities and benefits are known in order to further build a stakeholder base for effective parking management, even when that requires rate increases.



## Contextual Considerations

- PBD programs are particularly effective where parking demand is high and growing, especially if this results in increased parking rates.
- Performance-Based Pricing can be significantly enhanced by a PBD, as revenue investments can build stakeholder support for this important management strategy, while also providing a consistent revenue source for meaningful program investments.

## Implementation Approaches

PBD and similar programs vary based on the following approach elements.

- **Level of stakeholder involvement in program-revenue investments** – Not all PBDs directly involve stakeholders in the selection of public improvements to be funded; though the most effective programs ensure that investments support broad stakeholder priorities and objectives.
- **Formality of the program** – Many cities have parking enterprise funds, and invest in public improvements, without a formally-recognized or branded PBD program; they simply capture parking revenues for investment in public parking, mobility, and/or demand-management resources as a matter of effective parking management.
- **Range of investments** – The most traditional version of a PBD is a public parking program that captures parking fees to ensure that the system is self-supporting. While not as innovative as other PBD iterations, this ensures that parking is not subsidized, thus reducing the risk of over-supplying parking as an “economic development” strategy. Other PBD programs must limit investments to parking, mobility, or demand-management investments. Others can invest in a much wider range of improvements, including sidewalk cleaning and public art.

## Alternatives

The most common alternative to the PBD approach is to direct parking revenues to the City’s general fund, without any specific allocation to transportation-related programs, services, or infrastructure. This approach is widely practiced and provides cities with maximum flexibility in how parking revenues are used. By contrast, parking enterprise funds have gained in popularity for their capacity to both ensure sufficient revenue for parking systems to be self-sufficient (free of tax payer support) and to make strategic investments to ensure their long-term viability. The PBD concept builds upon these benefits, and explicitly seeks to build a stakeholder support base for effective parking management, by ensuring that strategic rate increases translate into noticeable area improvements.

## **Appendix E: Snow Clearance Best Practices**

## SNOW-CLEARANCE PARKING RESTRICTIONS CASE STUDIES

The following case studies from cities in Minnesota present a range of “best practice” approaches for establishing clear and consistent restrictions on curbside parking, in residential areas, to facilitate snow clearance.

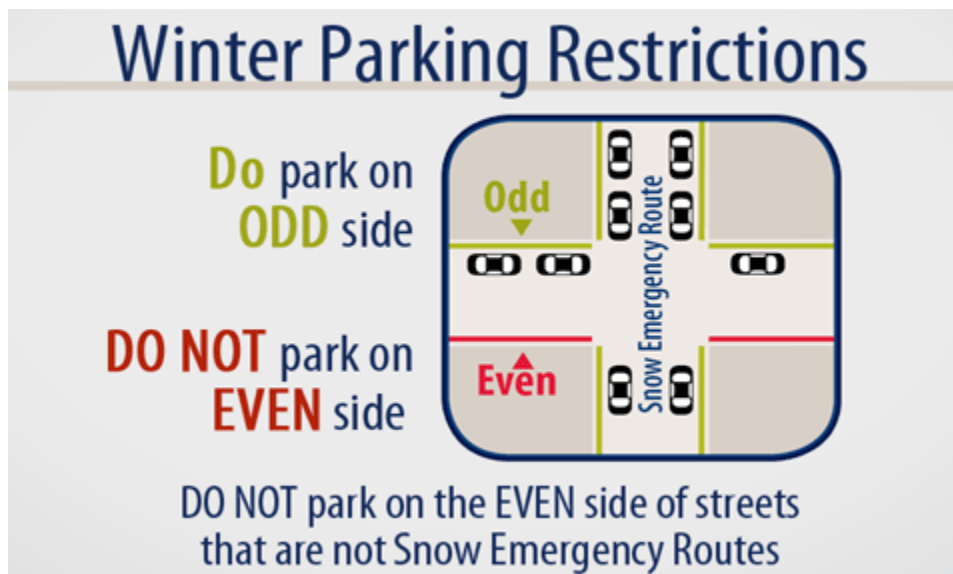
### Minneapolis<sup>1</sup>

#### Winter Curbside Parking Restrictions

The city of Minneapolis will declare Winter Parking Restrictions if snowfall accumulation renders streets too narrow for Emergency and Public Safety vehicles to navigate. When these restrictions are in effect, parking is prohibited on the side of non-Snow Emergency streets with even-numbered addresses. These restrictions remain in effect until the snow season officially ends (April 1) unless formally lifted prior to then. When a major storm is predicted, Minneapolis may impose temporary parking restrictions in advance of the storm. In these cases, parking may be prohibited on the even side of non-Snow Emergency routes for up to 48 hours.

Parking in metered spaces is also allowed when Winter Parking restrictions are in effect unless otherwise prohibited by posted signage. Vehicles parked in violation of Winter Parking restrictions are subject to ticketing and towing.

Figure 1 Winter Parking Restrictions rules



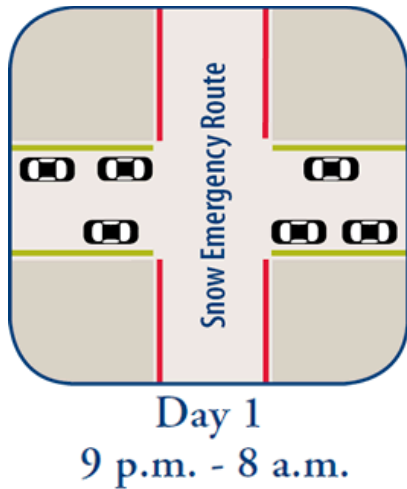
Source: [http://www.ci.minneapolis.mn.us/snow/snow\\_winter-parking-restrictions](http://www.ci.minneapolis.mn.us/snow/snow_winter-parking-restrictions)

<sup>1</sup> [http://www.ci.minneapolis.mn.us/snow/snow\\_winter-parking-restrictions](http://www.ci.minneapolis.mn.us/snow/snow_winter-parking-restrictions)

## Snow Emergencies

When a Snow Emergency is declared, the city's parking rules are subject to a phased, three-day sequence of restrictions. Starting at 9PM on the first day, parking is prohibited on all Snow Emergency routes.

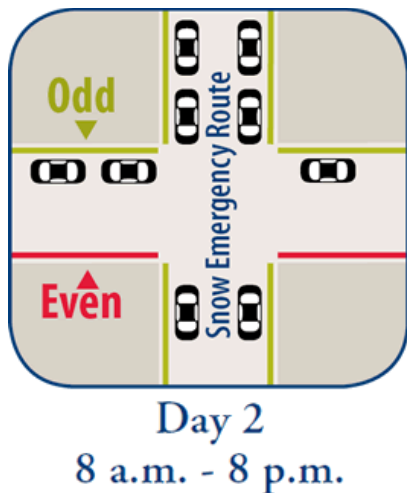
Figure 2 Snow Emergency Day 1



Source: [http://www.ci.minneapolis.mn.us/snow/snow\\_parking-info](http://www.ci.minneapolis.mn.us/snow/snow_parking-info)

On the second day, vehicles can park on either side of the emergency routes, as well as the odd side of non-emergency routes, from 8AM until 8PM. Parking on the even sides of non-emergency routes is prohibited.

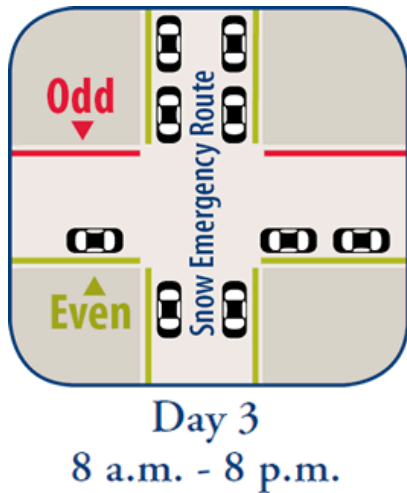
Figure 3 Snow Emergency Day 2



Source: [http://www.ci.minneapolis.mn.us/snow/snow\\_parking-info](http://www.ci.minneapolis.mn.us/snow/snow_parking-info)

On the third day, vehicles can park on either side of the emergency routes, as well as the even side of non-emergency routes, from 8AM until 8PM. Parking on the odd sides of non-emergency routes is prohibited.

Figure 4 Snow Emergency Day 3



Source: [http://www.ci.minneapolis.mn.us/snow/snow\\_parking-info](http://www.ci.minneapolis.mn.us/snow/snow_parking-info)

## Duluth<sup>2</sup>

In an effort to facilitate snow clearance in the winter weather season, and expedite street cleaning and maintenance in the summer months, the City of Duluth operates a year-round biweekly alternate-side parking program. The program's details are communicated to residents in the form of a yearly calendar, distributed as a flyer that includes the rules and regulations in effect from November 1st of the given year through October 31st of the following year.

Every other week on the calendar is shaded. During weeks marked with shading, residents are required to park on the odd-numbered side of streets. On the alternate (un-shaded) weeks, residents are required to park on the even-numbered side of the street. A week is defined as the period between 8PM on Sunday through 4PM on the following Sunday. The interim four-hour period is used as a grace period for residents to transition to the next week's rules (cars may park on either side of the street during this time).

## Rochester<sup>3</sup>

The city of Rochester recently piloted an innovative alternative-side winter-parking project in its Eastside neighborhood. From November to May, on odd-numbered calendar dates, daytime (8AM – 5PM) parking was restricted to the odd-numbered side of the street. On even-numbered calendar dates, daytime parking was restricted to the even-numbered side of the street. At all other times, on all dates, parking was allowed on both sides of the street, unless otherwise prohibited by signage. Violations were subject to fines and towing.

<sup>2</sup> <http://www.duluthmn.gov/winterwatch/winter-parking-basics/>

<sup>3</sup> <http://www.rochestermn.gov/departments/public-works/programs-and-services/infrastructure-maintenance/snow-and-ice-control0>

# **Appendix F: Variable Curbside Regulations to Optimize Time-of-Day Capacities**



## VARIABLE CURBSIDE REGULATIONS

### Concept Overview

Several innovative strategies have emerged recently to preserve the viability, and improve the functionality, of curbside loading in an era of intensifying competition for limited curb-lane capacities. Curbside loading is an often overlooked and underappreciated component of curbside management, attracting far less attention and strategic innovation than has short-term parking. And the competition for curbside space has grown significantly more complex, as cities invest in “complete street” reconfigurations that tend to diversify curb-lane functions, extending bike, bus, and pedestrian networks into roadway lanes once dominated by parked cars and trucks.

Yet, curbside loading remains essential to vibrant, walkable urban districts, especially where off-street alternatives are lacking. Walkable lifestyles are based on proximity to essential goods and services, which requires that goods- and service-providers are able receive goods and services themselves. In most established urban centers, this means accommodating truck parking near the front door of these destinations.

### Objectives & Benefits

- Reduce double parking created by insufficient curbside access for loading and deliveries.
- Establish an appropriate and effective balance among essential curbside functions.
- Improve freight-movement and on-time delivery performance to the benefit of local businesses and traffic conditions.

### Key Elements

A set of innovative management strategies has emerged to ensure appropriate accommodation of curbside loading/unloading activity in urban districts, as demand increases and curb-lane functions diversify.

### Variable Regulations

Expansive loading zones are created on primary commercial blocks during morning periods to incentivize loading/unloading activity during these hours when short-term parking demand tends to be modest. After this period, loading zones convert to short-term parking, as loading zones are shifted to smaller sections on side streets. An added benefit of this approach is that it makes it more difficult for local employees and merchants to use these spaces for their own parking, as most will need to find available parking before the shift from loading to parking happens.

**Variable Regulations Provide More Space for Loading and Parking When Demand For Each is Highest in Santa Cruz, CA**



## **Contextual Considerations**

- Variable curbside regulations are particularly useful in historic downtowns and commercial centers.
- The lack of off-street facilities in such areas leaves businesses particularly dependent upon curbside loading and deliveries.
- Primary commercial streets with limited curbside capacity to accommodate short-term parking side-by-side with loading, can benefit significantly from variable regulations that offer greater capacity to each function, during distinct periods that align with their demand peaks.
- Streets that have been, or are being, redesigned as “complete streets” represent another ideal setting for innovative management practices to ensure that businesses can receive and provide goods and services in support of walkable community development.

## **Implementation Approaches**

Coordination with a comprehensive curbside management program can significantly enhance the benefits of innovative curbside loading strategies, especially if the program includes a formal set of functional priorities for local streets.

## **Alternatives**

Without proactive development of strategic regulations and strategies, loading and delivery activity is likely to increasingly struggle to secure appropriate curbside accommodation, relative to the value it provides to urban centers and walkable communities.

## CASE STUDY: EARLY MORNING LOADING ZONES

### Philadelphia, PA

The City has taken several measures to address parking and congestion problems related to commercial vehicle deliveries. The City's Parking Authority (PPA) created block-long commercial loading zones on key commercial streets from 6AM to 10AM. This provides a uniquely high level of access and convenience for deliveries at times when short-term parking demand is modest, and can be accommodated on side streets. After 10 AM, when short-term parking demand begins to peak, these regulations are reversed — the high-capacity/high-convenience blocks are reserved for short-term parking, and loading zones are shifted to side streets.

Figure 1 Variable Regulations Incentivize AM Loading in Philadelphia

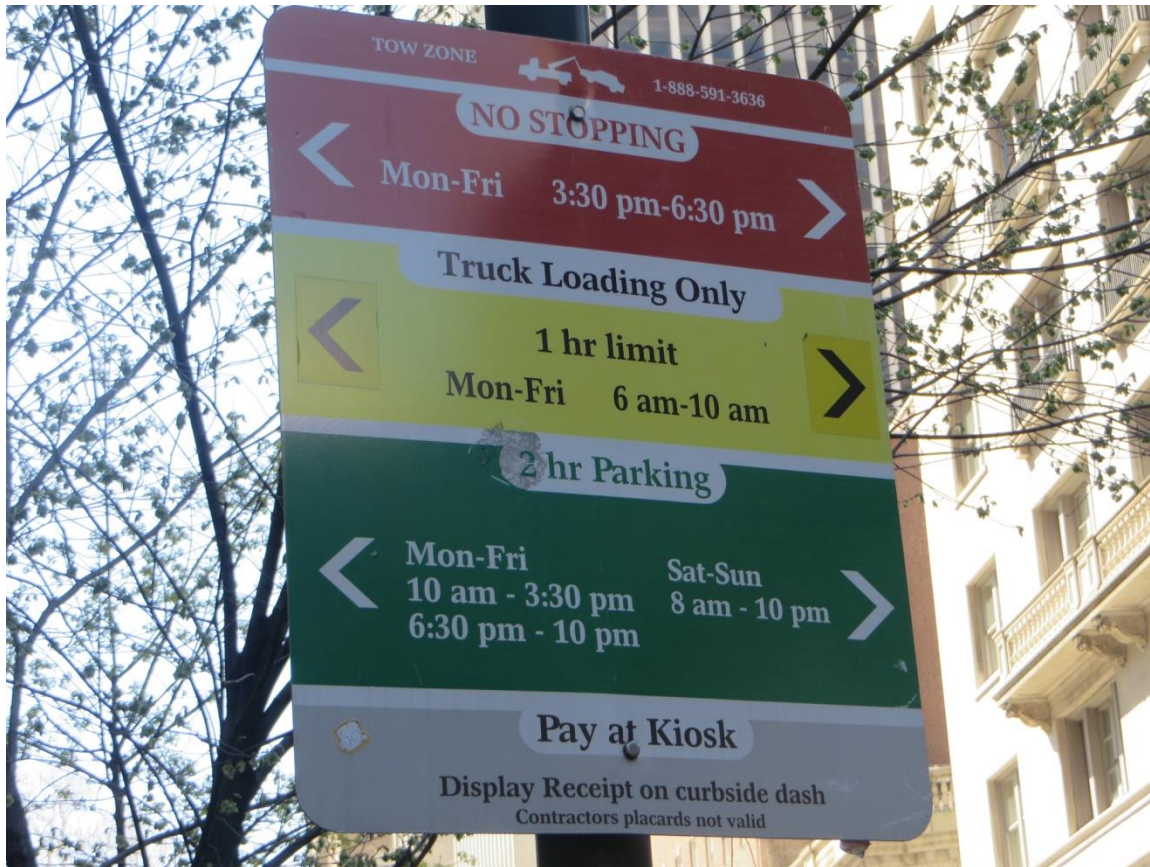


Photo: <http://thephiladelphiacitizen.com/>

The primary objective of this strategy was to decrease congestion by encouraging more deliveries to be made before the midday traffic peak. According to PPA representatives, the program has achieved significant success in this. The City's implementation strategy including significant outreach to stakeholders to identify the benefit of sacrificing some hours of short-term parking for much more efficient and timely goods delivery.

# **Appendix G: Brokering Shared Parking Concept Overview & Innovative Case Studies**



## **BROKERING SHARED PARKING**

### **Concept Overview**

Shared parking is the co-location of off-street parking in a single location that serves the parking demand for multiple land uses in a mixed-use context. Shared parking is particularly valuable in walkable, mixed-use centers in which small, private lots tend to be overwhelmed with demand when their associated land uses are busy, and significantly under-utilized much of the rest of the time. Fortunately, such districts also present two distinct, cross-supportive shared-parking opportunities that can reduce parking supply needs while providing more destinations with “overflow” parking resources.

### **Staggered Peaks**

The first shared parking opportunity offered by mixed-use development comes from the staggered demand peaks associated with each use. Different land uses generate unique levels and patterns of parking demand. Parking supplies at mixed-use locations accommodate these demand fluctuations more efficiently than segregated supplies by accommodating peaking uses with spaces left vacant by other uses. Thus, the same parking lot that was full of workers' vehicles during the day can be used for residents at night.

Because parking demand for different land uses fluctuates throughout the day, each land use within a mixed-use development has a variable parking demand rate by time of day. Shared parking does not reduce parking demand per se. Rather, it reduces the number of spaces needed to meet the parking demand. These efficiencies allow for a much smaller “parking footprint”, and thus reducing the space between buildings, while lowering the cost of development, housing, goods and services in urban districts.

### **Internal Capture**

Mixed-use projects allow for parking efficiencies through “internal capture” trips. Such trips are made by patrons who, having already parked, travel between uses without accessing their vehicle. Restaurants and retail services are common generators of internal capture trips in mixed-use developments, as they serve both employees and residents within the same development. Not only does this proximity of uses present an opportunity to conserve land area from parking uses, but it reduces localized congestion as local employees and residents can easily access everyday goods and services within walking distance.

Some cities have maximized shared parking by facilitating the public use of private parking during a given building's off-peak hours (i.e. the evening in a parking lot associated with an office building). Increasing the share of parking in a given area that is open to public use can also help justify reduced accessory parking requirements, which can in turn ensure that more land is reserved for active uses.

### **Contextual Considerations**

Shared parking is particularly valuable in walkable, mixed-use centers in which small, private lots tend to be overwhelmed with demand when their associated land uses are busy, and significantly under-utilized much of the rest of the time. In cities with effective municipal parking systems, this

is typically the result of a legacy of parking requirements and/or development patterns that sought to ensure adequate parking at each destination, despite the typical physical constraints of development sites in walkable urban districts. As a result, the developed uses tend to never have enough parking when they need it most, and far too much at most other times. While it is essential to address any codes or developer tendencies that might continue this practice into the future, arrangements to share these parking capacities among affected developments can provide significant relief.

## **Implementation Barriers**

Viable sharing arrangements often fail to materialize due to a lack of initiative among those seeking more capacity, or to liability concerns among those with excess capacity. Cities can play a vital role in realizing these potential capacity gains by engaging these parties, actively exploring the following options.

- Liaise between business, property, and lot owners with recognizable opportunities for mutually beneficial arrangements.
- Initiate negotiations by providing an independent perspective on issues and opportunities, identifying shared-benefit opportunities, and helping to address common concerns.
- Negotiate agreements, including identifying strategic agreement components, as necessary, such as:
  - Compensation in the form of increased lot maintenance, lot improvements, added security, etc.
  - Restricting access to the shared parking, via permits, to area employees to reduce risk and increase accountability.
  - Defining any added security or enforcement measures necessary to ensure that the primary uses of the lot are prioritized.
- Stepping in to remove stubborn barriers to viable arrangement, when feasible.
  - This commonly includes assuming added liability-insurance costs related to the sharing agreements.

## **Role of Technology & Innovation**

Below are two case studies presenting innovative approaches to optimizing shared-parking potential in downtown districts, both incorporating pay-by-phone technology.



## CASE STUDIES

### **Pay-by-Phone as Shared Parking Broker: Asheville, NC**

Drivers in downtown Asheville can pay for the City's on-street parking using the Passport Parking App. Signage denotes the parking zone and provides instructions to pay for parking using a cell phone. If users do not have a smartphone, they can still pay using their phone by calling a number and specifying the zone or by texting a code (after registration).

Recently, private lot owners approached Passport, the third-party provider of Asheville's parking app, to become part of the same payment system. Passport assigns the lot a "Zone," and incorporates the lot into the app with the other Asheville parking resources. The lot owner posts signage describing the rates and regulations for the lot. Some lots maintain their private parking for periods of the day and convert to public parking in off-hours. Others operate as privately-owned, public parking throughout the entire day. Either way, private lot owners are able to take advantage of the city's easy-to-use parking system without giving up control of the lot itself.

The Asheville example highlights how cities themselves may not need to convince private lot owners once pay-by-cell programs have become established in a city. Sometimes, the ease and simplicity offered by the app is enough of an incentive to motivate lot owners to seek out participation themselves.

Figure 1 Private Lot with Public Payment after 5pm – Asheville, NC



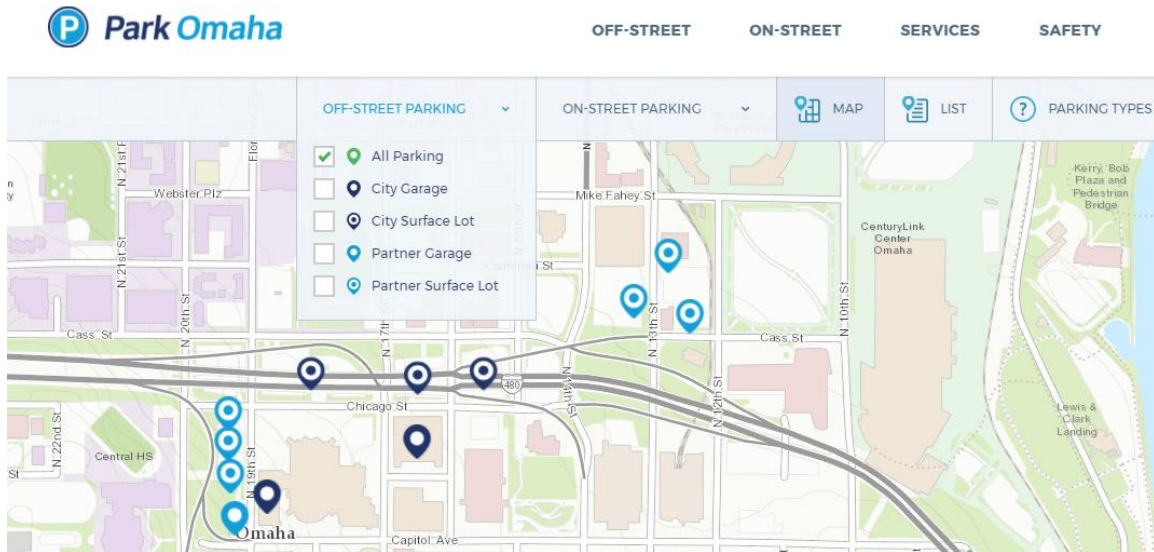
## City as Shared Parking Partner: Omaha, NE

The City of Omaha recently branded the Parking Division of its Public Works Department as Park Omaha to signal a commitment to provide coordinated and strategic management of its on- and off-street parking resources. A key component of the Park Omaha mission was to set up a system to incorporate private parking facilities as a means to avoid building more City facilities. “We want to maximize efficiency, minimize frustrations and develop an extensive shared parking network.”<sup>1</sup>

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<sup>1</sup> <https://parkomaha.com/about/>

**Figure 2** Park Omaha map showing City & Partner Off-Street Parking



Source: <https://parkomaha.com/map/>

The result of these efforts is the highly successful, Park Omaha Partners program.

### **Park Omaha Partners**

Park Omaha launched the Park Omaha Partners program to “boost the number of public parking spaces and help visitors easily locate them in the popular downtown area”.<sup>2</sup> The program provides a user-friendly, online process for property owners to offer their unused spaces, at a specified schedule, to the Park Omaha network through a shared parking agreement. The process begins with an online application – see below.

Accepted Partner locations are added to the [Park Omaha interactive map](#). An expanded map view also provides information on rates, hours of operation and payment options. Park Omaha identifies these facilities, as “partner” facilities, and distinguishes them from Park Omaha facilities, in its maps and information materials. As Partner facilities, private lots are given official (copyrighted) signage/iconography with a distinct logo that identifies them as part of the City parking system, while indicating that hours of access, rates, and other regulations may vary from standard Park Omaha facilities. The copyrighted branding helps to prevent unapproved private lots from using the same design and calling themselves Park Omaha Partners.

One of the key tools to make this work has been facilitating payment via the [Park Omaha App](#). Partner facilities are given a unique payment-zone designation to use this mobile-payment system, allowing drivers to pay for parking exactly as they would in a City facility. Payment revenue goes directly to the facility owners, thus allowing private facility owners to monetize their excess parking without having to set up payment systems. This has been a critical component in recruiting new Partners to the program.

<sup>2</sup> <https://parkomaha.com/about/park-omaha-partners/>

**Figure 3 Partners Application Portal**

### Interested in becoming a Park Omaha Partner?

If your residential or business building has unused parking spaces (for example after 5 p.m. or on weekends) and you would like to be part of the shared Park Omaha Partner program, fill out the form below or call City of Omaha Parking Division at 402-444-PARK to learn more.

NAME OF FACILITY

LOCATION OF FACILITY \*

TYPE OF FACILITY \*

AVAILABILITY \*

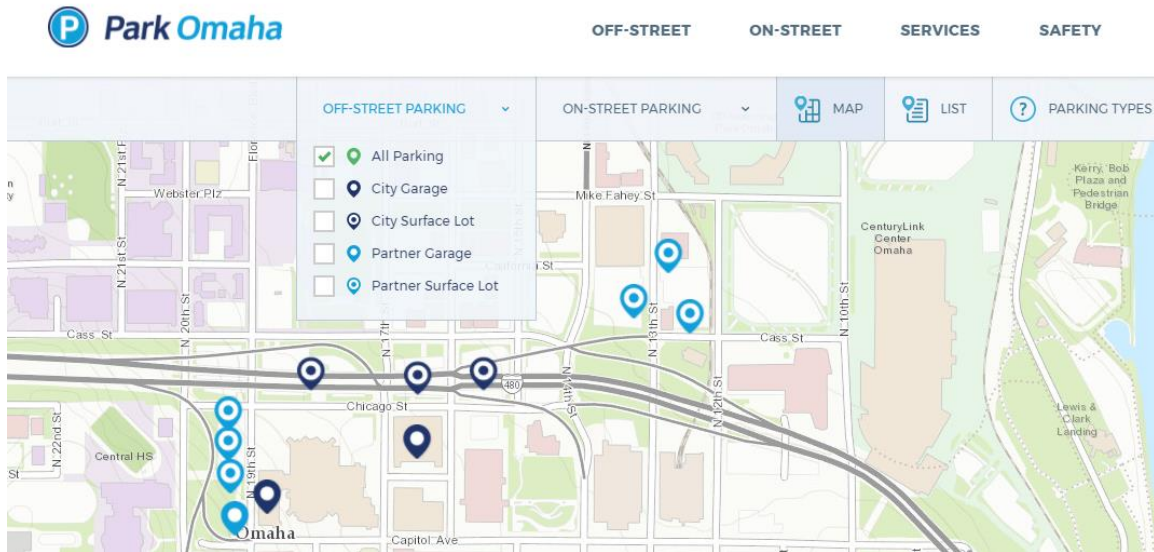
How many spaces will you have available for public parking?

HOURS/RATES \*

Source: <https://parkomaha.com/about/park-omaha-partners/>



**Figure 4** Park Omaha map showing City & Partner Off-Street Parking



Source: <https://parkomaha.com/map/>

### Program Collaborators

- The City’s Planning and Public Works departments, with the guidance of the Mayor’s Office, have partnered with Park Omaha to ensure that parking is part of the downtown trailblazing system – signs that lead visitors to popular venues.
- Park Omaha contracts with Republic Parking to operate and administer the parking system, provide professional customer service, make parking upgrades, and oversee a Parking Ambassador program.
- A parking advisory committee – comprised of representatives from city staff, retailers, developers and business leaders – provides guidance on parking improvements, rates and makes recommendations.

### Keys to Success

The City initiated private lot participation in the Partners program by giving presentations to local lot owners and operators. Park Omaha has seen the prospects of the Partners program become increasingly attractive to private facility owners, especially as the approach proves viable and profitable, and the technology has successfully incorporated private facilities to handle demand, even from large events, seamlessly.

### Challenges

While the proliferation of smartphones and mobile payments offers distinct benefits for cities that wish to incorporate privately owned parking into their systems, there are challenges to consider associated with this strategy. For one, some private owners may fear the added liability associated with opening up the lot/structure to the public. In addition, incorporating private resources means choosing to standardize or not standardize pricing, hours, and regulations across available parking resources. This could cause confusion or work against shared parking management goals, and should be considered as part of any partnering processes.

## **Appendix H: Public Valet Concept Overview**



## PUBLIC VALET

### Concept Overview

Unlike other valet programs that serve specific destinations, Public Valet programs are designed to accommodate public parking demand, and are typically located to maximize their value/appeal within a mixed-used, commercial area. By converting a fraction of on-street spaces to drop-off/pick-up zones, Public Valet can provide drivers with enhanced, curbside parking convenience, and use off-street storage to effectively turnover these spaces continuously during peak-demand conditions. Public Valet can also make use of unappealing or otherwise inaccessible parking lots and structures to significantly expand the number of parking spaces available to meet demand peaks. This can include private lots whose owners might be averse to openly sharing their spaces, as Public Valet offers controlled access their property, and a responsible party for any issues that arise.

#### Public Valet Supports Emerging Commercial District – Cleveland, OH



### Objectives & Benefits

- Expand curbside capacities in critical locations and at critical times.
  - Continually re-use the same small set of high-convenience curbside spaces, by accessing under-utilized off-street resources for vehicle storage.
  - Arrange to use otherwise inaccessible private parking by offering controlled access and liability coverage.
- Increase parking customer options and convenience
  - Public Valet greatly increases the number of drivers who can park “on-street” in high-demand locations.

- Complement Performance-Based Pricing (see separate Strategy Sheet, “Performance-Based Pricing”) by emphasizing consistently available parking options that offer a range of cost and convenience to suit driver priorities.
  - Offering valet to those who most prioritize convenience can increase availability among lower-cost parking options that might otherwise be overwhelmed by general parking demand.

## Case Study: Charleston, SC



The City of Charleston initiated a public valet program in May of 2011, after City staff researched other city's valet parking programs and assessed strategic locations for its downtown. The City's Director of Traffic and Transportation identified specific locations for valet stations, taking into consideration vehicle and pedestrian circulation, accessibility, access to off-site parking, and street and sidewalk widths.

A group of downtown business owners suggested the program, seeking ways to address parking constraints that were discouraging downtown trips. The group selected public valet as an opportunity to provide a new level of customer service, and create a "different atmosphere" that would attract more visitors. The City embraced the concept as a means of expanding the capacity of the most convenient parking locations, while reducing "search" traffic and parking in surrounding neighborhoods.

There had been valet operations in the past, but they had been unregulated, non-strategic, and focused on serving individual businesses. The new program, by contrast, is City-controlled and branded to distinguish the service as a unique form of valet as a public service. Although the operations are contracted to a private vendor, the City establishes and controls station locations, rates, uniform and signage guidelines, and locations for parking valet-served vehicles.

The City's program began as a one-year pilot to assess the effectiveness of the strategy. Stakeholders received the program well and the City added a fifth valet location in 2012. To day, there are just two valet stations that operate from 6 p.m. to 12:30 a.m., 7 days a week. The valet fee is between \$8 and \$10. A total of 24 metered parking spaces are used to operate the queuing areas. Valet services are available to all visitors, regardless of where they are going, allowing visitors to leave their car parked while they shop, dine, catch a movie, etc.

## Key Elements

- A block, or contiguous stretch of blocks, of curbside parking that is set aside for drop-off/pick-up
- Nearby off-street facilities to park customer vehicles
- Designated hours of operation, strategically aligned to peak demand schedules, and off-peak-capacity opportunities
- Trained operators, either in-house or via contracted service

## Contextual Considerations

Public valet is most suited to particular places and times. It will be effective to the extent that there is a paying market for high-convenience parking options, although the service can be subsidized by local businesses to keep the rate modest. Where significant public off-street parking options are available, Public Valet can succeed by capturing a small segment of the parking market. The primary benefit in such circumstances is the provision of more and more-convenient parking options. In areas with constrained off-street parking opportunities, Public Valet can be the most viable option to expand Park Once opportunities beyond the area's on-street supply.

The most promising conditions for an effective Public Valet program are listed below:

- Demand for on-street parking is particularly high.
- The market appeal or availability of available off-street alternatives is limited, or there is significant demand for convenient alternatives to these options.
- A block or more of high-convenience, on-street parking can be set aside for drop-off/pick-up activity.
- Nearby off-street facilities offer significant excess capacity.
- Arrangements can be made to use private parking facilities.
- Local businesses are supportive, and are willing to promote/explain this option to their customers.
- Visitors are seeking a Park Once experience that allows them to visit multiple area destinations on foot, or via a local shuttle or bike-share program.

## Implementation Approaches

- Cities typically operate Public Valet programs by issuing franchise agreements with one or more valet companies, ideally at multiple pickup/dropoff locations.
- A local Business Improvement District (BID), Transportation Management Association (TMA), or other organization with strong connections to the local business community may be an effective leader in implementing Public Valet programs.

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- The program's hours of operations depend on the local period of peak demand for on-street parking in the area.
- Cities may consider initiating a Public Valet program as a temporary pilot to assess the effectiveness of the strategy and receive feedback from various stakeholders.
- Events offer a promising environment for piloting Public Valet, as drivers tend to be more willing to try something new during these occasions, especially if it helps them avoid anticipated parking challenges.

# **Appendix I: Resident & Employee Parking Permit Case Studies**

## **RESIDENT & EMPLOYEE PERMIT BEST PRACTICE CASE STUDIES**

### **On- and Off-Street Resident Permits: Montclair, NJ**

The Montclair Parking Utility will issue permits to residents that allow overnight parking on designated streets, and within designated parking lots.

- Permits allow residents to park in any available space on a designated street, between the signs indicating “On-Street Parking” between the hours of 5:00 p.m. to 8:00 a.m.
- If “On-Street” parking is not available on the designated area, the permit holder may park in the nearest Municipal Parking Lot.
- Day time parking is allowed Saturday and Sunday only with this parking permit.

### **Off-Street Employee Permits: Metuchen, NJ**

The Metuchen Parking Authority (MPA) is piloting a program of offering low-cost parking permits for downtown employees, which can be used from late afternoon through late night parking, a time period when several, peripheral parking options are underutilized.

- Starting for the fourth quarter of 2018, 50 evening permits were made available on a first come-first serve basis.
- No employer is allowed more than 5 evening permits unless there are unclaimed permits available.
  - Additional permits may be issued if spaces are available, and the limit per employer may be changed based on demand.
- The evening permits are useable from 3:30pm until 2:00 am in either the Halsey Street lot or the Penn Ave lot.
- Permits are issued quarterly at a fee of \$5.00 per permit per quarter, payable by the first business day of each quarter.
- To be eligible for an employee evening permit, the holder must be employed in Metuchen on either a full or part time basis
- Employers must arrange submission of the necessary information to the MPA, including:
  - Name of employee receiving permit
  - Home address
  - Place of employment in Metuchen
  - Phone number and/or email for contact
  - Car identification (year make license plate)

### **On-Street Business/Employee Permits: Aspen, CO**

Businesses in RPP zones are allowed to purchase business vehicle permits, which are non-transferable and cost \$1,000 per year. Parking availability in these neighborhoods is regularly monitored by the City and rates are increased when average occupancy in the neighborhood exceeds 85% over a 1-year period. RPP zones are enforced using license plate recognition (LPR) technology, which allows the 3,000 residential-zone parking spaces to be checked 2-3 times per day. Enforcement vehicles identify cars that park in RPP zones for more than 2 hours in an 8-



hour period without purchasing a day pass or a resident permit. Physical passes are unnecessary as enforcement vehicles access a database with information on all residential pass holders.

## **On-Street Business/Employee Permits: Hoboken, NJ**

The City of Hoboken's Parking Unit will issue parking permits to owners and employees of business establishments located in Hoboken. Most non-metered streets in Hoboken are designated on one side as Permit Only and on the other side as Resident Permit Only. Vehicles with a business permit may be parked on the Permit Only side of these streets, during normal business hours, except during posted street cleaning periods or temporary/emergency restrictions.

Businesses are limited to a maximum of twenty (20) Business permits. Business permits are applied for by the business/property owner via the following process:

- Step 1 – Proof of Business License: Present a valid Hoboken business license with a legal Hoboken address.
- Step 2 – Proof of Employment and Vehicle Registration:
  - Each employee, excluding the business owner, must provide a current pay stub in the name of the business made out to the employee and a matching driver's license in the same name of the employee to prove that he/she is currently employed by the business.
  - Additionally, a valid vehicle registration and proof of insurance is required for each vehicle.

## **On-Street Business/Employee Permits: Other Examples**

- The City of Cleveland allows businesses in its Little Italy district to purchase a limited number of resident permit to park on area streets.
- The Town of Narberth in Pennsylvania allows commercial property that abuts any resident-permit street to purchase a limited number of parking permits for those streets.

## **Appendix J: Demand-Based Pricing Ordinances**

## EXAMPLES OF PERFORMANCE-BASED PRICING ORDINANCES

### Seattle, WA

#### Rate-Setting Authority

##### **11.16.121 - Director of Transportation—Rate setting for parking payment devices.**

A. Parking rates to be charged at parking payment devices, including parking meters, for parking in city rights-of-way and other city-controlled parking areas under the jurisdiction of Seattle Department of Transportation shall be within rate limits established by this section. Rates may vary according to location, time of day, maximum parking time allowed, the capabilities of available parking payment devices, and any other factors the Director determines are pertinent. In setting rates, the Director is not subject to Chapter 3.02 of the Seattle Municipal Code.

B. The Director of Transportation is authorized to set parking rates up to \$5.00 per hour ("Maximum Hourly Rate"). When parking rates are in effect, parking rates shall be set no lower than \$0.50 per hour ("Minimum Hourly Rate").

C. The Director shall establish on-street parking rates and shall adjust parking rates higher (up to the Maximum Hourly Rate) or lower (as low as the Minimum Hourly Rate) in neighborhood parking areas based on measured occupancy so that approximately one or two open spaces are available on each block face throughout the day in order to:

1. Support neighborhood business districts by making on-street parking available and by encouraging economic development;
2. Maintain adequate turnover of on-street parking spaces and reduce incidents of meter feeding in commercial districts;
3. Encourage an adequate amount of on-street parking availability for a variety of parking users, efficient use of off-street parking facilities, and enhanced use of transit and other transportation alternatives; and,
4. Reduce congestion in travel lanes caused by drivers seeking on-street parking.

(Ord. 125210, §1, 2016; Ord. 123462, §1, 2010; Ord. 122852, §2, 2008; Ord. 122274, §1, 2006; Ord. 121420, §6, 2004; Ord. 121330, §2, 2003.)

[https://www.municode.com/library/wa/seattle/codes/municipal\\_code?nodeId=TIT11VETR\\_SU BTITLE\\_ITRCO\\_PTIGEPAD\\_CH11.16TRAD\\_11.16.121DITRATSEPAPADE](https://www.municode.com/library/wa/seattle/codes/municipal_code?nodeId=TIT11VETR_SU BTITLE_ITRCO_PTIGEPAD_CH11.16TRAD_11.16.121DITRATSEPAPADE)

### Redwood City, CA

#### **Sec. 20.133. - PERIODIC ADJUSTMENT OF DOWNTOWN METER ZONE METER RATES:**

Under the authority of California Vehicle Code section 22508, the following process for adjusting Downtown Meter Zone meter rates from time to time to manage the use and occupancy of the

parking spaces for the public benefit in all parking areas within the Downtown Meter Zones is hereby established.

A. To accomplish the goal of managing the supply of parking, including the use and occupancy of parking spaces for the public benefit, and to make it reasonably available when and where needed, a target occupancy rate of eighty-five percent (85%) is hereby established as the goal sought to be achieved with the rate structure for parking meters within the Downtown Meter Zones...

B. At least biennially and not more frequently than quarterly, the City Manager shall survey the average occupancy for each parking area in the Downtown Meter Zone that has parking meters and recalculate the parking rates for parking meters in both Downtown Meter Zones A and B using the criteria and calculations established below:

1. In the Downtown Meter Zone A:

a. The hourly parking rate in Downtown Meter Zone A shall at all times be between twenty-five cents (\$0.25) per hour and two (\$2.00) dollars per hour.

b. If the average occupancy within Downtown Meter Zone A between the hours of eleven o'clock (11:00) A.M. and one o'clock (1:00) P.M. on two (2) representative days are over 85%, the then existing hourly meter rate shall be increased by twenty-five cents (\$0.25) provided, however, the hourly parking rate shall in no event exceed the approved maximum rate.

c. If the average occupancy within Downtown Meter Zone A between the hours of eleven o'clock (11:00) A.M. and one o'clock (1:00) P.M. on two (2) representative days are between seventy percent (70%) and eighty-five percent (85%), the then existing hourly meter rate shall remain the same.

d. If the average occupancy within Downtown Meter Zone A between the hours of eleven o'clock (11:00) A.M. and one o'clock (1:00) P.M. on two (2) representative days are below seventy percent (70%), the then existing hourly meter rate shall be reduced by twenty-five cents (\$0.25), provided, however, the hourly parking rate shall in no event go below the approved minimum rate.

2. In the Downtown Meter Zone B:

a. The hourly parking rate in Downtown Meter Zone B shall at all times be between fifty cents (\$0.50) per hour and three (\$3.00) dollars per hour.

b. If the average occupancy within Downtown Meter Zone B between the hours of eleven o'clock (11:00) A.M. and one o'clock (1:00) P.M. on two (2) representative days are over eighty-five percent (85%), the then existing hourly meter rate shall be increased by fifty cents (\$0.50), provided, however, the hourly parking rate shall in no event exceed the approved maximum rate.

c. If the average occupancy within Downtown Meter Zone B between the hours of eleven o'clock (11:00) A.M. and one o'clock (1:00) P.M. on two (2) representative days (Tuesday, Wednesday, or Thursday) are between seventy percent (70%) and eighty-five percent (85%), the then existing hourly meter rate shall remain the same.

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d. If the average occupancy within Downtown Meter Zone B the hours of eleven o'clock (11:00) A.M. and one o'clock (1:00) P.M. on two (2) representative days are below seventy percent (70%), **the then existing hourly meter rate shall be reduced** by fifty cents (\$0.50), provided, however, the hourly parking rate shall in no event go below the approved minimum rate.

C. **The new rates shall become effective upon the programming of the parking meter** for that rate. The current schedule of meter rates shall be available at the City Clerk's office.

(Ord. No. 2406, § 4, 6-9-14)

[https://www.municode.com/library/ca/redwood\\_city/codes/code\\_of\\_ordinances?nodeId=CH20MOVETR\\_ARTVIIISTTPA\\_DIV5REPAMEZORA\\_S20.133PEADDOMEZOMERA](https://www.municode.com/library/ca/redwood_city/codes/code_of_ordinances?nodeId=CH20MOVETR_ARTVIIISTTPA_DIV5REPAMEZORA_S20.133PEADDOMEZOMERA)

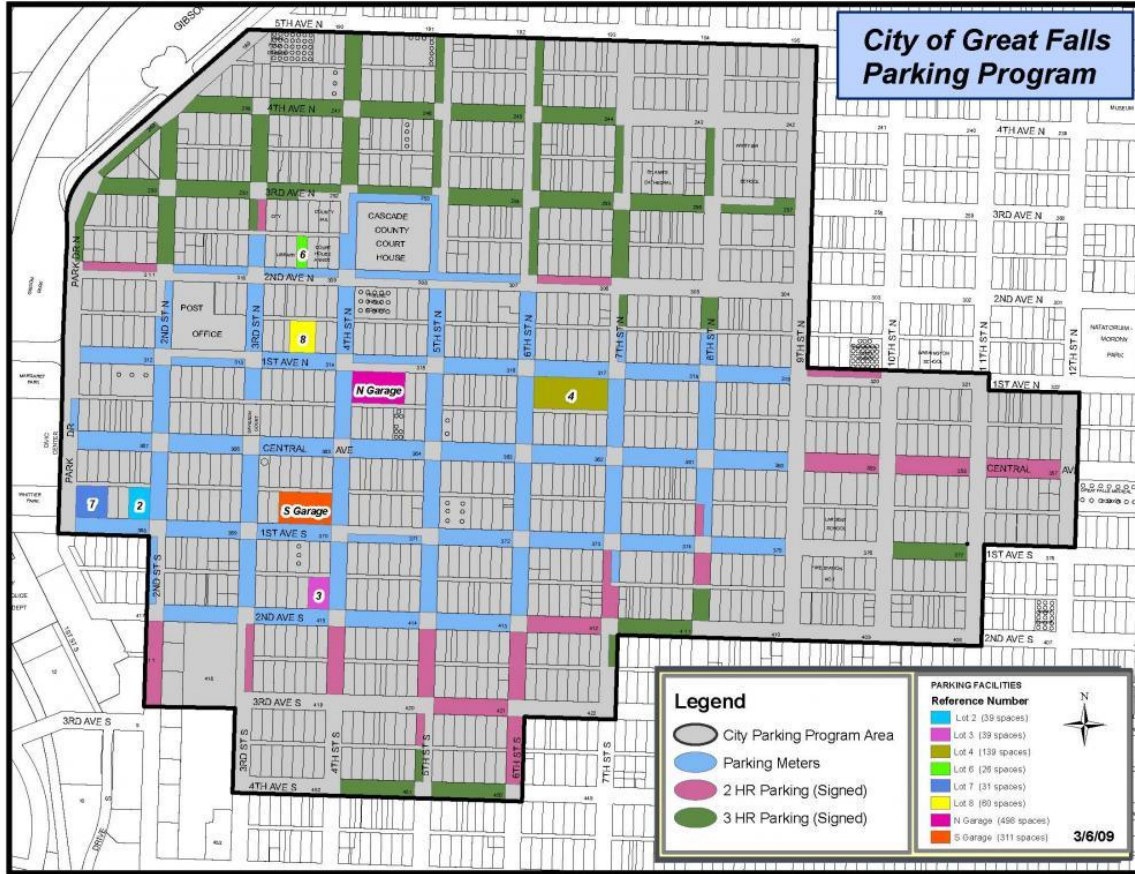
## **Appendix K: Downtown Parking Map Examples**





## Great Falls, MT

Emphasis is on time limit information, but provide clear guidance on zones of shorter/longer time limits, to guide driver choices and travel patterns.



## Redwood City, CA

A good example of communicating tiered-rate zones to inform parking choices and guide driver behavior.



## **Appendix L: Innovative Parking Validation**

## INNOVATIVE PARKING VALIDATION

Parking validation allows businesses to subsidize parking costs for their patrons. Garages and parking lots will often offer validation to customers of nearby shops, restaurants, and entertainment venues. This is most common with use of municipal parking facilities, but it can also incorporate private parking facilities. The entity in charge of managing the lots will set prices for available parking and give local merchants the chance to offer their customers free or discounted parking as a reward for shopping with them. Some cities or towns charge merchants by the number of times the validation is used, while others impose a monthly fee for the service.

### Innovative Technology

As more and more on- and off-street parking fees are being paid by credit-card swipes and mobile payments, new validation systems are emerging to continue to provide this system of customer reward, in a variety of ways.

- **Future Validation:** After visiting a merchant in the area or shopping center, the user may receive a code for free or discounted parking to use the next time they visit as an incentive to come back to the area. Most pay-by-phone (PBP) service providers accommodate the entry of these codes as payment for parking.
- **Real-Time Validation:** A user will park in a designated spot and purchase parking using the PBP service. While visiting a local merchant, they will receive a code to discount their parking. They will then enter that code into the PBP interface while they are still parked, and receive discounted or free parking that is subtracted from their original transaction.
- **Advanced Validation:** A user will purchase a ticket for a specific event (e.g. sports, musical events, etc.). Through the vendor website, the users will receive a promo code that they can enter into the parking payment machine or mobile app when they have parked.
- If a valet system accommodates digital payments, via Square<sup>1</sup> for example, or via the PBP interface, validation options for valet parking at businesses which opt-in can function the same as validation for self-parking.

### Case Study: Ponce City Market, Atlanta, GA

Ponce City Market, located in downtown Atlanta, is a multipurpose redevelopment with restaurants, retail, offices, residences, and a dedicated parking garage. Regular parking costs \$1 for 1-30 minutes, \$1 for each additional 30 minutes after the first 30 minutes, \$10 for 4-8 hours and \$15 for 8-24 hours. Utilizing ParkMobile parking systems, Ponce City Market management provides special codes that restaurants, merchants, offices, and residence managers can purchase to allow their special guests and patrons to park at a discounted rate.<sup>2</sup>

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<sup>1</sup> <https://squareup.com/>

<sup>2</sup> Discussion with ParkMobile on March 2, 2016.

# **Appendix M: Supply Expansion through Joint Development Concept Overview and Grand Rapids Case Study**



## SUPPLY EXPANSION THROUGH JOINT DEVELOPMENT

### Concept Overview

Joint development entails a partnership between a government entity or parking authority and a private developer to construct a new, privately owned/operated building or complex that incorporates a publicly owned/operated parking facility. Joint development has become a particularly favored option in locations where parking construction costs are high, and where urban design standards mitigate against most “stand alone” parking structure options. As multimodal mobility has become more commonly embraced by municipal parking managers, joint development offers more than just expansive and efficient on-site parking resources, to include intermodal connection points as well.

While a joint development process is more complicated for both parties, the potential upsides in favorable circumstances can make such arrangements highly valued. In particular, such collaboration can facilitate greater public support for a proposal than a stand-alone parking garage, or a private development with minimal/no parking would garner on its own.

**Figure 1** Joint Development (Public Parking Under Apartments) – Ann Arbor, MI



### OBJECTIVES & BENEFITS

- The private partner realizes greater overall parking capacity than was likely viable without the public partner.
- The public partner realizes cost savings through cost-sharing.

- Each gains significant access to overflow capacity — created when activity at some uses drops, coincident with an increase in activity at other uses.
- Area businesses and stakeholders realize an expansion of shared parking capacities.
- Improved facility design, which typically includes wrapping the parking structure with active land uses that maintain the continuity of public space and activity at the sidewalk level.

**Figure 2** Joint Development – Asheville, NC



## KEY ELEMENTS

Key elements of successful joint-development projects include the following.

- Mixed-use projects that benefit from allowing private developers to focus on their strengths (land use programming and design) and allowing the City to focus on theirs (parking and access)
- Sharing the cost and risks associated with significant infrastructure investments
- More, and more efficient, parking than either party could fund on its own
- Better design: No stand-alone parking facilities, but buildings “wrapped” in active land uses at the street level; more direct control of access points to reduce conflicts with pedestrian, bike, and transit networks
- Managed as part of a public parking program to provide a parking experience consistent with the rest of the system
- Jointly-financed but publically-managed, with as few spaces as possible set aside for specific land uses/ tenants

## CONTEXTUAL CONSIDERATIONS

- Joint development will be particularly valuable in areas of high land values and construction costs, as well as areas in which the public and policy makers have high design expectations likely to resist stand-alone parking structure development.
- Where demand to maintain an attractive, walkable-urban environment includes pressure, or code requirements, to line parking with active land uses, public parking development may, by default, require a private partner.
- An established public parking system that offers a parking-provider partnership which can be relied upon to maintain an attractive and well-run facility, is essential to generating consistent private-developer interest in joint development, and maintaining leverage when negotiating arrangement for specific projects.
- The public entity must also have enough leverage, and policy-maker support, to ensure that all public parking spaces are maintained as a public resource, including a prohibition against discounts or other entitlements for on-site tenants.

## CASE STUDY: GRAND RAPIDS, MI

### Increasing Income Density via Joint-Development

For a relatively small city, Grand Rapids Mobile GR department – formerly Parking Services, rebranded to reflect a mission that was recently broadened to include mobility – manages a very large public parking inventory (~8,000 spaces). This is more than Detroit, which does not have a comprehensive public parking program, and more than Ann Arbor, which does. Despite this, there has long been pressure to expand this inventory to support robust downtown employment and residential growth. There are currently wait lists for monthly permits for several off-street facilities.

Over the last 10 years, joint-development has become the default model for building new parking structures. The last three parking facilities added to the Mobile GR system were built as joint developments, with the City building a parking facility incorporated into a privately-developed mixed-use building. This approach has allowed the City to expand its parking system, while avoiding “stand alone” parking facilities. As Mobile GR’s director stated: “Our elected officials won’t accept those anymore”.

Furthermore, collaborating with private developers has ensure a high design quality and desirable use mix among the buildings in which the new facilities were built. Simply put, joint development has allowed the City/Mobile GR and their development partners to focus on their distinct areas of expertise, parking and building design/programming respectively, resulting in a more viable, attractive end product.

### Primary Objective: Income Density

Mobile GR’s primary objective for all new parking facilities is to increase “income density” – household income/square mile. That is key to attracting retail, which catalyzes live/work/play development investment.

### **Funding: Brownfield TIF**

Michigan's Brownfield TIF<sup>1</sup> is a critical resource for these projects. The eligible costs for parking, are the largest eligible costs in the program. Private developers use that to get projects to “pencil out”.

### **Key Challenge: Reserving Parking Spaces**

Developers invariably want to have spaces set aside for their land uses/tenants, which reduces public parking capacities in the jointly-developed parking facility. Naramore recommends that cities strongly push back on this. “We are taking on all the risk, and developers, here anyway, are typically seeing a 30% return-on-investment for downtown development projects.” By “overparking” the on-site uses, the City avoids having to build public parking elsewhere. But, this also reduces/removes risks to the developer, and ensures that parking will not be a barrier to securing financing. As such, there is no reason to believe that developers have to be given parking set-asides to insure their interest in collaborating on such projects.

### **Key to Success: Set Clear Expectations**

Be clear about expectations, upfront, especially if it is publicly owned land. This includes clarifying what the City wants. Also be clear on the outcomes that people want to see. This can be less formal than a developer agreement. Sit around a table, setting clear expectations to be included in partnership agreements. “Throw everything out on the table.”

- Is there a parking concession that the developer needs from the City?
- If residential uses are planned, how many reserved spaces will the developer need?
- How will the project be financed, and what role will parking play in securing this financing?
- How will the land sale work?
- Will the parties work with a master developer?

“I think we are getting better at it. There has been sea change at the City, as development success has increased confidence and leverage.”

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<sup>1</sup> <http://www.michiganbusiness.org/cm/Files/Fact-Sheets/BrownfieldProgramProcess.pdf>

## **Appendix N: Examples of Private Shared Parking Agreements**





Requires Council Approval:  No  YES Meeting:

Real Estate

Other Party Signature Needed

Recording Requested

General Information

Form with fields: Type: Other, PO Type: Select PO Type, Attachment: Original No., Original Doc Number, \$ Not to Exceed: N/A, Other Party: 16th & O Gateway, Certified Copies of Document, Project Name: Parking Operations Management Agreement, Deed: None/Included/Separate, Project Number, Bid Transaction #, E/SBE-DBE-M/WBE.

Department Information

Department: Public Works, Division: Parking Services, Project Mgr: Matt Eierman, Supervisor, Contract Services, Date, Section Manager, Phone Number: 916-808-5849, Division Manager: Howard Chan, Comment, Org Number.

Review and Signature Routing

Table with columns: Department, Signature or Initial, Date. Rows for Contract Services, Project Manager, Supervisor, Section Manager, Division Manager, City Attorney.

Send Interoffice Mail  Notify for Pick Up

Table with columns: Authorization, Signature or Initial, Date. Rows for Department Director, City Manager, City Clerk.

For City Clerk Processing Finalized: Initial: DRB, Date: 5-23-13, Imaged: Initial: AB, Date: 05/21/2013. Received: (City Clerk Stamp Here). 2013 MAY 22 P 3: 23. CITY CLERK'S OFFICE CITY OF SACRAMENTO RECEIVED. Title: Parking Operations Management Agreement, Other Party: 16th & O Gateway, 2013-0457.



**PARKING OPERATIONS MANAGEMENT AGREEMENT**

This Parking Operations Management Agreement ("Agreement") is made and entered into this 6th day of MAY, 2013 ("Effective Date"), by and between 16th & O. ("Owner") and the City of Sacramento ("City").

## 1. LOT

The term "Lot" shall refer to the land and any improvements located thereon at 16<sup>th</sup> and O Streets, as identified in the map attached as Exhibit A.

## 2. TERM

This Agreement shall be for a term of five (5) years from Effective Date subject to the termination provisions of Section 13.

## 3. PURPOSE

The Lot shall be used solely and exclusively for the operation of a parking lot. Any change in use to all or a portion of the Lot shall be mutually agreed upon in writing by both parties.

## 4. COMPENSATION AND MANAGEMENT FEE

A. Beginning on the Effective Date of this Agreement, all amounts collected in connection with the operation of the Lot ("Revenue"), shall be used to offset Operating Expenses (as defined below). "Monthly Net Revenue" shall be "Monthly Revenue" (as defined below) minus "Monthly Operating Expenses" (as defined below).

- (i) For purposes of this Agreement "Monthly Revenue" means the total amount of cash receipts generated from all business operations conducted upon or from the Lot, during any one month this Agreement is in effect, without any type of deduction. Revenue collected from the issuance of parking citations and further described in Section 5 is not included in the calculation of "Monthly Revenue."
- (ii) For purposes of this Agreement "Operating Expenses" means all expenses incurred in connection with the operation and maintenance of the Lot.
- (iii) "Monthly Operating Expenses" as used herein shall mean Operating Expenses incurred or attributed for any particular calendar month.

B The City shall be responsible for collecting all Revenue, performing billings and collecting accounts receivable in relation to City's operation of the Lot. All

Revenue will be deposited in a City account and City will keep full and accurate accounting records.

- (i) Each month, City will calculate the Monthly Net Revenue and the "Monthly Owner Proceeds," which term means Monthly Net Revenue minus the Monthly Management Fee (as defined below), for the immediately preceding month. City shall pay the Monthly Owner Proceeds to Owner within sixty (60) days of the first day of each calendar month in arrears. City shall provide brief details of the income sources in a form reasonably acceptable by Owner.
- (ii) On or before July 1st of each year during the Term, City shall prepare and submit to Owner, for Owner's review and approval, an operating budget for the next successive year (the "Operating Budget"), which shall include a projection of Revenue and Operating Expenses for the ensuing year.
- (iii) Owner shall pay City a fixed fee of five hundred dollars (\$500) per month ("Monthly Management Fee"). Such fee will be paid from the Monthly Net Revenue, if any. If Monthly Net Revenue is not available or is not sufficient to pay the Monthly Management Fee and/or monthly expenses, City shall notify Owner of the amount of the deficiency as provided for in this Agreement and Owner shall pay City the amount of the deficiency within forty-five (45) days after notice is sent to Owner by City.

## 5. PARKING CITATIONS

The City at its own expense will add the Lot to its regular patrol coverage and retain all revenue from citations issued to vehicles parked in the Lot.

## 6. INDEMNITY

City shall defend, indemnify and hold harmless Owner, its members, officers, directors, agents, employees and volunteers from and against all demands, claims, actions, liabilities, losses, damages and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of the Agreement, caused in whole or in part by the negligent or intentional acts or omissions of City, its officers, directors, agents, employees, volunteers or contractors. Likewise, Owner shall defend, indemnify and hold harmless City, its Council, officers, directors, agents, employees and volunteers from and against all demands, claims, actions, liabilities, losses, damages and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of the Agreement, caused in whole or in part by the negligent or intentional acts or omissions of Owner, its officers, directors, agents, employees, volunteers or contractors.

It is the intention of City and Owner that the provisions of the aforementioned paragraph be interpreted to impose on each party responsibility to the other for the acts and omissions of their respective officers, directors, agents, employees, volunteers, and contractors. It is also the intention of City and Owner that, where comparative fault is

determined to have been contributory, principles of comparative fault will be followed and each party shall bear the proportionate cost of any damage attributable to the fault of that party, its officers, directors, agents, employees, volunteers, and contractors.

## 7. INSURANCE

During the entire term of this agreement, Owner shall maintain the insurance coverage described in this Section.

It is understood and agreed by the Owner that its liability to the City shall not in any way be limited to or affected by the amount of insurance coverage required or carried by the Owner in connection with this Agreement.

### A. Minimum Scope & Limits of Insurance Coverage

- (i) General Liability Insurance, providing coverage at least as broad as ISO Commercial General Liability Form 00 01 for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy. Garage liability coverage will be accepted if it meets the coverage requirements for general liability.

### B. Additional Insured Coverage

- (i) General Liability Liability Insurance: The CITY, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects liability arising out of activities performed by or on behalf of Owner, products and completed operations of Owner, and premises owned, leased or used by Owner.

### C. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

- (i) Owner's insurance coverage shall be primary insurance as respects City, its officials, employees and volunteers. Any insurance or self-insurance maintained by City, its officials, employees or volunteers shall be in excess of Owner's insurance and shall not contribute with it.
- (ii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its officials, employees or volunteers.
- (iii) Coverage shall state that Owner's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (iv) City will be provided with thirty (30) days written notice of cancellation or

material change in the policy language or terms.

D. Acceptability of Insurance

Insurance shall be placed with insurers with a Bests' rating of not less than A:V. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Section must be declared to and approved by the City Risk Management Division in writing.

E. Verification of Coverage

- (i) Owner shall furnish City with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the City representative. Copies of policies shall be delivered to the City on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.
- (ii) The City may cancel this Agreement if the certificates of insurance and endorsements required have not been provided, if the insurance is canceled or Owner otherwise ceases to be insured as required herein.

Owner acknowledges that the City of Sacramento is a self-insured public entity and agrees that City's program of self-insurance fulfills any and all insurance requirements. The City of Sacramento shall provide a letter of self-insurance stating that the City of Sacramento's self-insurance program adequately protects against liabilities and claims arising out of the performance of this agreement.

8. IMPROVEMENTS

Subject to Owner's written consent as provided for in this Agreement, and subject to City obtaining any requisite governmental permits for the construction and operation of a commercial parking garage, City shall make such improvements ("Improvements") to the Lot as City shall deem necessary for use of the Lot as a commercial parking garage for automobiles, including, but not limited to, generally the following: The City may install additional signs, posts and chains, etc for the purpose of allocating or controlling space usage or traffic flow.

All such costs for Improvements shall be the sole responsibility of Owner. Any construction, reconstruction or altering of Improvements shall, at Owner's expense, be installed, constructed and maintained in accordance with applicable building and other codes, in a good and workmanlike manner to the satisfaction of Owner, and in accordance with all requirements of all departments, boards, bureaus, officials and authorities having jurisdiction in the matter. All necessary permits for such construction (including any permits required to cross public streets) shall be obtained by City.

City, at Owner's expense, shall install and maintain parking pay stations on the Lot.

9. MAINTENANCE AND REPAIR

City shall keep and maintain the Lot and all improvements thereon in good repair and in a neat and satisfactory condition, and shall make all repairs and replacements that may become necessary to the Lot, whether structural or nonstructural, ordinary or extraordinary subject to Owner written approval. All notices and signs upon the Lot shall be neat and properly maintained. Owner shall have the right to enter the Lot at all reasonable times to inspect the same.

10. UTILITIES AND SERVICES

All charges for water, gas, light, heat, power, electricity, telephone or other communication service, janitorial service, trash pick-up, sewer and all other services supplied to or consumed on the Lot (collectively, "Services") directly related to this parking operation, and all taxes, levies, fees or surcharges therefore shall be the sole responsibility of Owner.

11. SURRENDER OF LOT

Upon termination of this Agreement, City, without further notice, shall deliver up to Owner possession of the Lot. City will have thirty (30) days after termination of this Agreement to remove any personal property from the Lot. All improvements paid for by the Owner shall remain the property of the Owner.

12. NOTICES

All notices shall be in writing and shall be deemed to have been given when delivered personally or deposited in the United States mail, registered or certified, postage prepaid, or delivered by overnight courier, and addressed to the party to whom the notice is directed at the address set forth below. Either party may change the address for notices or Owner may change the address for payments by giving the other party written notice to that effect.

ADDRESS FOR NOTICES

To Owner:

Ravel Rasmussen Properties  
Attn: R. Scott Rasmussen  
3031 F Street, Suite 201  
Sacramento, CA 95816-3844

To City:

Parking Services Division  
Attn: Parking Services Manager  
300 Richards Blvd., 2st Floor  
Sacramento, CA 95811

### 13. TERMINATION OF AGREEMENT

Owner and City may unconditionally terminate this Agreement, at any time, by providing the other party written notice no less than sixty (60) days prior to the selected date of termination.

Termination or expiration of this Agreement shall not release any party hereto from any liability or obligation hereunder, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to such termination or expiration.

### 14. RELATIONSHIP OF PARTIES

Nothing contained in this Agreement shall be deemed or construed by the parties or by any third person or court to create the relationship of partnership or of joint venture between Owner and City, and neither the method of computation of fee nor any other provisions contained in this Agreement nor any acts of the parties shall be deemed to create any relationship of owner of real property and holder of a limited agreement to use the same for the purposes set forth herein.

### 15. SUCCESSORS

The covenants, conditions and agreements contained in this Agreement shall be binding on the parties hereto and on their respective heirs, successors, assigns and legal representatives.

### 16. EXHIBITS

All exhibits attached to this Agreement shall be deemed to be incorporated herein by the individual reference to each such exhibit, and all such exhibits shall be deemed to be a part of this Agreement as though set forth in full in the body of this Agreement.

### 17. AUTHORITY

The undersigned parties hereby warrant that they have proper authority and are empowered to execute this Agreement on behalf of Owner.

### 18. CAPTIONS

The Captions contained in this Agreement are for purposes of convenience only and are not to be used to interpret or construe this Agreement.

[Signatures on following page]



DATED: MAY 6, 2013

DATED: \_\_\_\_\_

OWNER: 16th & O GATEWAY,  
A CALP

CITY:  
CITY OF SACRAMENTO,  
a Municipal Corporation

BY: R. Scott Rasmussen

BY: Jerry Way

JERRY WAY, DIRECTOR OF PUBLIC WORKS

Its: MAN. PARTNER

APPROVED AS TO FORM:

BY: [Signature]  
DEPUTY CITY ATTORNEY

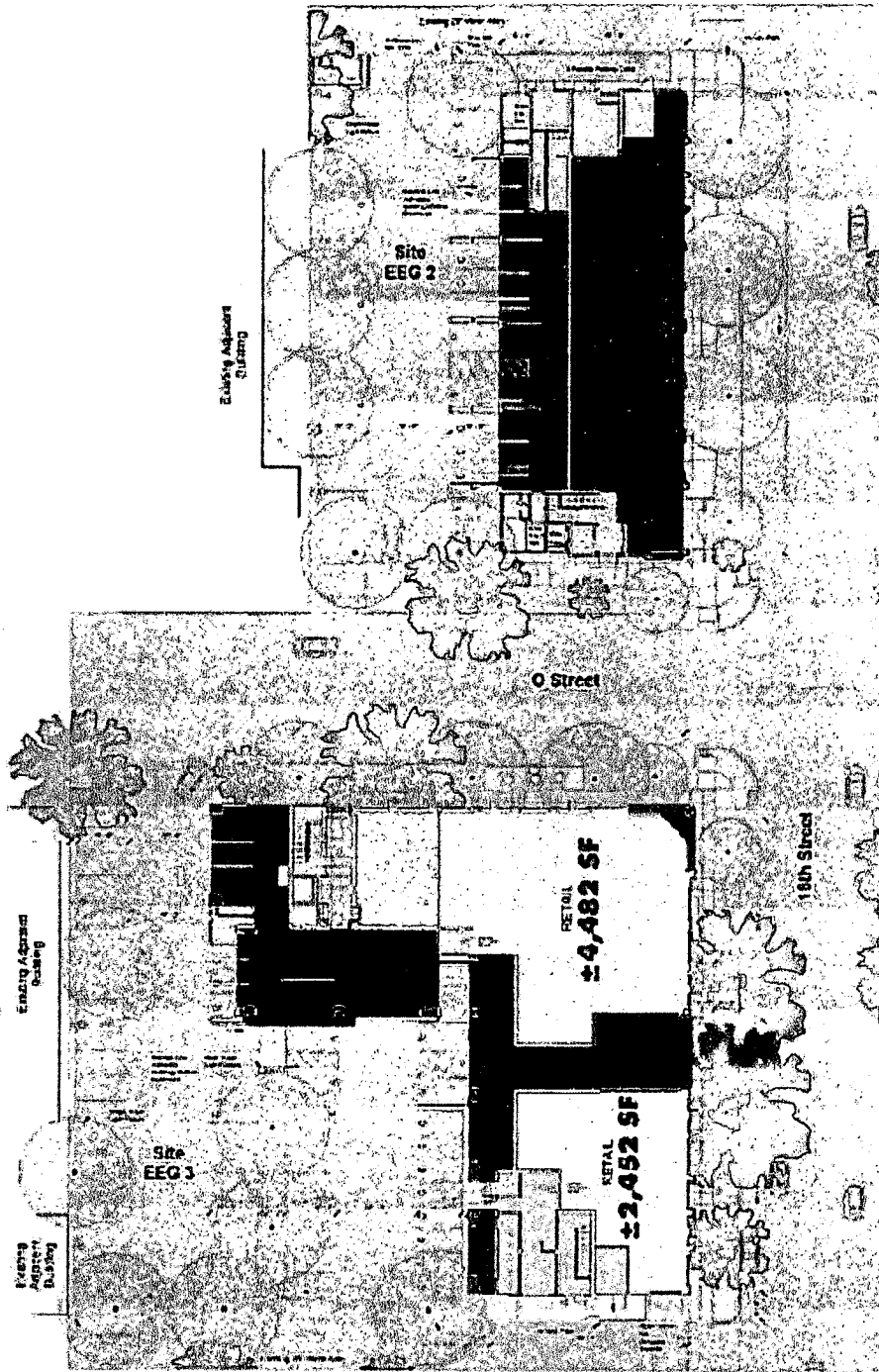
ATTEST:

BY: Dawn Bullwinkel  
*ant* CITY CLERK 5-23-13

Exhibit A – Map

16TH STREET & O STREET  
SACRAMENTO • CALIFORNIA

SITE PLANS





# City of Sacramento

Tax ID # if applicable:

Requires Council Approval:  No  YES Meeting:

Real Estate  Other Party Signature Needed  Recording Requested

## General Information

Type: Other	PO Type: Select PO Type	Attachment: Original No.:
\$ Not to Exceed: N/A		Original Doc Number:
Other Party: DBP Realty Partners, L.P.		Certified Copies of Document::
Project Name: 701 L Street Parking Agreement		Deed: <input type="checkbox"/> None <input type="checkbox"/> Included <input type="checkbox"/> Separate
Project Number:	Bid Transaction #:	E/SBE-DBE-M/WBE:

## Department Information

Department: Public Works  
 Project Mgr: Matt Eierman  
 Contract Services: \_\_\_\_\_ Date: \_\_\_\_\_  
 Phone Number: 808-5849  
 Comment: \_\_\_\_\_

Division: Parking Services  
 Supervisor: \_\_\_\_\_  
 Section Manager: \_\_\_\_\_  
 Division Manager: Howard Chan  
 Org Number: \_\_\_\_\_

## Review and Signature Routing

Department	Signature or Initial	Date
Contract Services:		
Project Manager:	<i>Upe</i>	7/19/12
Supervisor:		
Section Manager:		
Division Manager:	<i>[Signature]</i>	7-19-12

City Attorney	Signature or Initial	Date
City Attorney (MC: 09300):	<i>[Signature]</i>	9/19/2012
<input checked="" type="checkbox"/> Send Interoffice Mail	<input type="checkbox"/> Notify for Pick Up	

Authorization	Signature or Initial	Date
Department Director, Jerry Way Concurrence Here and Sign inside:	<i>[Signature]</i>	7-19-12
City Manager (MC 09200): Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
City Clerk (MC: 09400):		

**For City Clerk Processing**

**Finalized:**  
 Initial: *DBB*  
 Date: *7-23-12*  
**Imaged:**  
 Initial: *VE*  
 Date: *7/24/12*

Title: Parking-701 L St.  
 Other Party: DBP Realty Partners

2012-0600

**Received:**  
(City Clerk Stamp Here)

RECEIVED  
 CITY CLERK'S OFFICE  
 CITY OF SACRAMENTO

2012 JUL 23 P 1:25

## PARKING OPERATIONS MANAGEMENT AGREEMENT

This Parking Operations Management Agreement ("Agreement") is made and entered into this 15th day of August, 2012 ("Effective Date"), by and between DBP Realty Partners, L.P. ("Owner") and the City of Sacramento ("City").

### 1. LOT

The term "Lot" shall refer to the land and any improvements located thereon at 701 L Street, as identified in the map attached as Exhibit A.

### 2. TERM

This Agreement shall be for a term of five (5) years from Effective Date subject to the termination provisions of Section 13.

### 3. PURPOSE

The Lot shall be used solely and exclusively for the operation of a parking lot. Any change in use to all or a portion of the Lot shall be mutually agreed upon in writing by both parties.

### 4. COMPENSATION AND MANAGEMENT FEE

A. Beginning on the Effective Date of this Agreement, all amounts collected in connection with the operation of the Lot ("Revenue"), shall be used to offset Operating Expenses (as defined below). "Monthly Net Revenue" shall be "Monthly Revenue" (as defined below) minus "Monthly Operating Expenses" (as defined below).

- (i) For purposes of this Agreement "Monthly Revenue" means the total amount of cash receipts generated from all business operations conducted upon or from the Lot, during any one month this Agreement is in effect, without any type of deduction. Revenue collected from the issuance of parking citations and further described in Section 5 is not included in the calculation of "Monthly Revenue."
- (ii) For purposes of this Agreement "Operating Expenses" means all expenses incurred in connection with the operation and maintenance of the Lot.
- (iii) "Monthly Operating Expenses" as used herein shall mean Operating Expenses incurred or attributed for any particular calendar month.

B The City shall be responsible for collecting all Revenue, performing billings and collecting accounts receivable in relation to City's operation of the Lot. All



Revenue will be deposited in a City account and City will keep full and accurate accounting records.

- (i) Each month, City will calculate the Monthly Net Revenue and the "Monthly Owner Proceeds," which term means Monthly Net Revenue minus the Monthly Management Fee (as defined below), for the immediately preceding month. City shall pay the Monthly Owner Proceeds to Owner within sixty (60) days of the first day of each calendar month in arrears. City shall provide brief details of the income sources in a form reasonably acceptable by Owner.
- (ii) On or before July 1st of each year during the Term, City shall prepare and submit to Owner, for Owner's review and approval, an operating budget for the next successive year (the "Operating Budget"), which shall include a projection of Revenue and Operating Expenses for the ensuing year.
- (iii) Owner shall pay City a fixed fee of five hundred dollars (\$500) per month ("Monthly Management Fee"). Such fee will be paid from the Monthly Net Revenue, if any. If Monthly Net Revenue is not available or is not sufficient to pay the Monthly Management Fee and/or monthly expenses, City shall notify Owner of the amount of the deficiency as provided for in this Agreement and Owner shall pay City the amount of the deficiency within forty-five (45) days after notice is sent to Owner by City.

## 5. PARKING CITATIONS

The City at its own expense will add the Lot to its regular patrol coverage and retain all revenue from citations issued to vehicles parked in the Lot.

## 6. INDEMNITY

City shall defend, indemnify and hold harmless Owner, its members, officers, directors, agents, employees and volunteers from and against all demands, claims, actions, liabilities, losses, damages and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of the Agreement, caused in whole or in part by the negligent or intentional acts or omissions of City, its officers, directors, agents, employees, volunteers or contractors. Likewise, Owner shall defend, indemnify and hold harmless City, its Council, officers, directors, agents, employees and volunteers from and against all demands, claims, actions, liabilities, losses, damages and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of the Agreement, caused in whole or in part by the negligent or intentional acts or omissions of Owner, its officers, directors, agents, employees, volunteers or contractors.

It is the intention of City and Owner that the provisions of the aforementioned paragraph be interpreted to impose on each party responsibility to the other for the acts and omissions of their respective officers, directors, agents, employees, volunteers, and contractors. It is also the intention of City and Owner that, where comparative fault is

determined to have been contributory, principles of comparative fault will be followed and each party shall bear the proportionate cost of any damage attributable to the fault of that party, its officers, directors, agents, employees, volunteers, and contractors.

## 7. INSURANCE

During the entire term of this agreement, Owner shall maintain the insurance coverage described in this Section.

It is understood and agreed by the Owner that its liability to the City shall not in any way be limited to or affected by the amount of insurance coverage required or carried by the Owner in connection with this Agreement.

### A. Minimum Scope & Limits of Insurance Coverage

- (i) General Liability Insurance, providing coverage at least as broad as ISO Commercial General Liability Form 00 01 for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy. Garage liability coverage will be accepted if it meets the coverage requirements for general liability.

### B. Additional Insured Coverage

- (i) General Liability Liability Insurance: The CITY, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects liability arising out of activities performed by or on behalf of Owner, products and completed operations of Owner, and premises owned, leased or used by Owner.

### C. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

- (i) Owner's insurance coverage shall be primary insurance as respects City, its officials, employees and volunteers. Any insurance or self-insurance maintained by City, its officials, employees or volunteers shall be in excess of Owner's insurance and shall not contribute with it.
- (ii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its officials, employees or volunteers.
- (iii) Coverage shall state that Owner's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (iv) City will be provided with thirty (30) days written notice of cancellation or



material change in the policy language or terms.

D. Acceptability of Insurance

Insurance shall be placed with insurers with a Bests' rating of not less than A:V. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Section must be declared to and approved by the City Risk Management Division in writing.

E. Verification of Coverage

- (i) Owner shall furnish City with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the City representative. Copies of policies shall be delivered to the City on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.
- (ii) The City may cancel this Agreement if the certificates of insurance and endorsements required have not been provided, if the insurance is canceled or Owner otherwise ceases to be insured as required herein.

Owner acknowledges that the City of Sacramento is a self-insured public entity and agrees that City's program of self-insurance fulfills any and all insurance requirements. The City of Sacramento shall provide a letter of self-insurance stating that the City of Sacramento's self-insurance program adequately protects against liabilities and claims arising out of the performance of this agreement.

## 8. IMPROVEMENTS

Subject to Owner's written consent as provided for in this Agreement, and subject to City obtaining any requisite governmental permits for the construction and operation of a commercial parking garage, City shall make such improvements ("Improvements") to the Lot as City shall deem necessary for use of the Lot as a commercial parking garage for automobiles, including, but not limited to, generally the following: The City may install additional signs, posts and chains, etc for the purpose of allocating or controlling space usage or traffic flow.

All such costs for Improvements shall be the sole responsibility of Owner. Any construction, reconstruction or altering of Improvements shall, at Owner's expense, be installed, constructed and maintained in accordance with applicable building and other codes, in a good and workmanlike manner to the satisfaction of Owner, and in accordance with all requirements of all departments, boards, bureaus, officials and authorities having jurisdiction in the matter. All necessary permits for such construction (including any permits required to cross public streets) shall be obtained by City.

City, at Owner's expense, shall install and maintain parking pay stations on the Lot.

9. MAINTENANCE AND REPAIR

City shall keep and maintain the Lot and all improvements thereon in good repair and in a neat and satisfactory condition, and shall make all repairs and replacements that may become necessary to the Lot, whether structural or nonstructural, ordinary or extraordinary subject to Owner written approval. All notices and signs upon the Lot shall be neat and properly maintained. Owner shall have the right to enter the Lot at all reasonable times to inspect the same.

10. UTILITIES AND SERVICES

All charges for water, gas, light, heat, power, electricity, telephone or other communication service, janitorial service, trash pick-up, sewer and all other services supplied to or consumed on the Lot (collectively, "Services") directly related to this parking operation, and all taxes, levies, fees or surcharges therefore shall be the sole responsibility of Owner.

11. SURRENDER OF LOT

Upon termination of this Agreement, City, without further notice, shall deliver up to Owner possession of the Lot. City will have thirty (30) days after termination of this Agreement to remove any personal property from the Lot. All improvements paid for by the Owner shall remain the property of the Owner.

12. NOTICES

All notices shall be in writing and shall be deemed to have been given when delivered personally or deposited in the United States mail, registered or certified, postage prepaid, or delivered by overnight courier, and addressed to the party to whom the notice is directed at the address set forth below. Either party may change the address for notices or Owner may change the address for payments by giving the other party written notice to that effect.

ADDRESS FOR NOTICES

To Owner:

DBP Realty Partners, L.P.  
C/O Tower Development  
Attn: Property Manager  
4378 Auburn Blvd., Suite 300  
Sacramento, CA 95841

To City:

Parking Services Division  
Attn: Parking Services Manager  
300 Richards Blvd., 2nd Floor  
Sacramento, CA 95811

### 13. TERMINATION OF AGREEMENT

Owner and City may unconditionally terminate this Agreement, at any time, by providing the other party written notice no less than sixty (60) days prior to the selected date of termination.

Termination or expiration of this Agreement shall not release any party hereto from any liability or obligation hereunder, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to such termination or expiration.

### 14. RELATIONSHIP OF PARTIES

Nothing contained in this Agreement shall be deemed or construed by the parties or by any third person or court to create the relationship of partnership or of joint venture between Owner and City, and neither the method of computation of fee nor any other provisions contained in this Agreement nor any acts of the parties shall be deemed to create any relationship of owner of real property and holder of a limited agreement to use the same for the purposes set forth herein.

### 15. SUCCESSORS

The covenants, conditions and agreements contained in this Agreement shall be binding on the parties hereto and on their respective heirs, successors, assigns and legal representatives.

### 16. EXHIBITS

All exhibits attached to this Agreement shall be deemed to be incorporated herein by the individual reference to each such exhibit, and all such exhibits shall be deemed to be a part of this Agreement as though set forth in full in the body of this Agreement.

### 17. AUTHORITY

The undersigned parties hereby warrant that they have proper authority and are empowered to execute this Agreement on behalf of Owner.

### 18. CAPTIONS

The Captions contained in this Agreement are for purposes of convenience only and are not to be used to interpret or construe this Agreement.

DATED: 7.19.12


DATED: \_\_\_\_\_

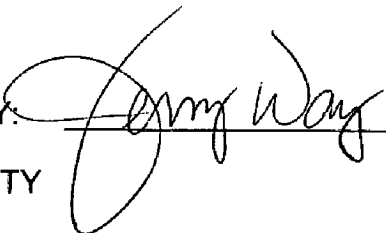
OWNER:

CITY:

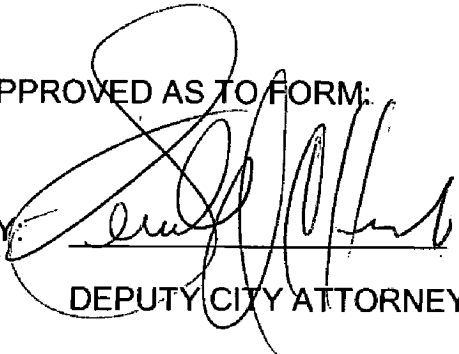
DBP Realty Partners, L.P.,  
a California limited partnership  
By: Tower Development Corp.,  
a California corporation

CITY OF SACRAMENTO,  
a Municipal Corporation


BY:   
Timothy W. Lee  
Its: Vice President

BY:   
CITY

APPROVED AS TO FORM:

BY:   
DEPUTY CITY ATTORNEY

ATTEST:

BY:   
CITY CLERK 7-23-12



# City of Sacramento

Tax ID # if applicable:

Requires Council Approval:  No  YES Meeting:

Real Estate  Other Party Signature Needed  Recording Requested

## General Information

Type: Other	PO Type: Select PO Type	Attachment: Original No.:
\$ Not to Exceed: N/A		Original Doc Number:
Other Party: KW Cap Towers, LLC		Certified Copies of Document::
Project Name: Parking Enforcement Agreement		Deed: <input type="checkbox"/> None <input type="checkbox"/> Included <input type="checkbox"/> Separate
Project Number:	Bid Transaction #:	E/SBE-DBE-M/WBE:

## Department Information

Department: Public Works  
 Project Mgr: Matt Eierman  
 Contract Services: \_\_\_\_\_ Date: \_\_\_\_\_  
 Phone Number: 916-808-5849  
 Comment: \_\_\_\_\_

Division: Parking Services  
 Supervisor: \_\_\_\_\_  
 Section Manager: \_\_\_\_\_  
 Division Manager: Howard Chan  
 Org Number: \_\_\_\_\_

## Review and Signature Routing

Department	Signature or Initial	Date
Contract Services:		
Project Manager:	<i>ME</i>	7/17/13
Supervisor:		
Section Manager:	<i>DC</i>	7/17/13
Division Manager:		
City Attorney	Signature or Initial	Date
City Attorney (MC: 09300):	<i>[Signature]</i>	7/22/2013
<input type="checkbox"/> Send Interoffice Mail <input checked="" type="checkbox"/> Notify for Pick Up		
Authorization	Signature or Initial	Date
Department Director, Jerry Way Concurrence Here and Sign inside:	<i>JW</i>	7-23-13
City Manager (MC 09200): Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
City Clerk (MC: 09400):		

**For City Clerk Processing**

**Finalized:**  
 Initial: *AC*  
 Date: 7/25/13  
 Imaged:  
 Initial:  
 Date:

2013-0666

Title: Parking Enforcement Agreement  
 Other Party: KW Cap Towers, Inc.

**Received:**  
 (City Clerk Stamp Here)

RECEIVED  
 CITY CLERK'S OFFICE  
 CITY OF SACRAMENTO

## Parking Enforcement Agreement

1. This agreement ("Agreement") is made on June 27, 2013 between the **CITY OF SACRAMENTO**, a charter municipal corporation ("**City**"), and **KW Cap Towers LLC** ("**Owner**"), who agree as follows:
2. The Initial Term of the Agreement shall be one (1) year, commencing July 1, 2013, and expiring June 30, 2014.
3. **Owner** owns and operates surface parking lot ("**Lot**") located at 1500 7<sup>th</sup> Street, Sacramento, CA 95814 (See Exhibit "A"). **City** agrees to add **Lot** to its normal parking enforcement patrol routes and enforce all applicable vehicle codes for all parking spaces located within the **Lot**.
4. Each month, **Owner** will pay **City** a management fee of \$500. **City** agrees to waive this management fee for the first twelve (12) months of this agreement. The management fee is subject to re-evaluation thereafter.
5. **City** will retain all revenue from citations it issues to vehicles parked at **Lot**.
6. **Owner** is responsible for the cost and installation of all applicable signage to ensure that the posted signage at the site makes reference to citations, towing and the vehicle codes that impact the **Lot**.
7. Either party may terminate this agreement without cause upon thirty (30) days written notice to the other party. Notice shall be deemed served on the date of mailing.
8. **Owner** shall indemnify and hold harmless **City**, its officers, employees, and agents and each and every one of them, from and against any and all liability, loss, expense, fees, or claims for injury or damages arising out of, caused by or resulting from the negligent or intentional acts or omissions of **Owner** its directors, trustees, officers, employees, or agents in connection with this Agreement or any permit issued hereunder. **City** shall indemnify and hold harmless **Owner** its officers, employees, and agents and each and every one of them, from and against any and all liability, loss, expense, fees, or claims for injury or damages arising out of, caused by or resulting from the negligent or intentional acts or omissions of **City**, its directors, trustees, officers, employees, or agents in connection with this Agreement or any permit issued hereunder. The provisions of this section shall survive any termination of the Agreement, notwithstanding anything herein to the contrary.
9. Any notice, documentation or other communication required or desired to be given pursuant to this Agreement shall be given in writing either by personal service, by certified mail, return receipt requested, postage fully prepaid or by national overnight delivery service, to the following respective addresses:

2013-0666

Title: Parking Enforcement Agreement  
Other Party: KW Cap Towers, Inc.

**City of Sacramento**  
Parking Services Division  
300 Richards Blvd., 2<sup>nd</sup> Floor  
Sacramento, CA 95811

**Capitol Towers**  
Attn: Laura Genovia  
1500 7<sup>th</sup> Street  
Sacramento, CA 95814

10. By their signatures below, each of the following represent that they have authority to execute this agreement and to bind the party on whose behalf execution is made.

**OWNER:**

**KW Cap Towers LLC**

By: *[Signature]*  
Its: Agent for owner  
KW Cap Towers LLC

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Date: \_\_\_\_\_

90-0818914  
Federal Tax ID

\_\_\_\_\_  
City of Sacramento  
Business Operations Tax Cert. No.

**CITY:**

**CITY OF SACRAMENTO,**  
A Municipal Corporation

By: *[Signature]*

APPROVED AS TO FORM:

By: *[Signature]*  
Deputy City Attorney

ATTEST:

By: *[Signature]*  
City Clerk 7-25-13



Exhibit A





**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CITY OF SACRAMENTO  
AND  
COUNTY OF SACRAMENTO  
FOR IMPLEMENTATION OF PARKING PAY STATION PILOT PROGRAM**

This Memorandum of Understanding ("MOU") is made and entered into this 15th day of April, 2011, by and between the COUNTY of Sacramento (COUNTY), a political subdivision of the State of California and the CITY of Sacramento (CITY), a municipal corporation.

**RECITALS**

**WHEREAS**, the CITY maintains and operates parking pay stations throughout the City of Sacramento; and

**WHEREAS**, the CITY performs parking enforcement and citation issuance throughout the City of Sacramento; and

**WHEREAS**, the COUNTY desires to implement a parking pay station pilot program in the Sacramento County Regional Park system; and

**WHEREAS**, the COUNTY and CITY have identified parks owned by the COUNTY that are suitable for such a pilot program.

**NOW, THEREFORE**, in consideration of these recitals and the mutual promises set forth below, the COUNTY and CITY agree as follows:

I) **PARKS** Services provided under this agreement are for following County-owned parks (collectively "Parks") and the parking lots located in those Parks (collectively "Lots") only:

Watt Avenue Access  
8703 La Riviera Drive  
Sacramento, CA 95826

Howe Avenue River Access  
7929 La Riviera Drive  
Sacramento, CA 95826

II) **SCOPE OF SERVICES—CITY**

a) Operations

i) The City shall be responsible for collecting all parking meter revenue, maintaining and repairing parking meters, and issuing parking citations.

b) Allocation of Revenue

Beginning on the Effective Date of this MOU, each quarter the City shall pay County a "Baseline Revenue" described in Exhibit "A." In addition to the Baseline Revenue, all Monthly Net Revenue will be split between both parties on a 50/50 basis. For the purposes of this MOU, Monthly Net Revenue will be defined as all revenue collected from the City's operation of the Lots, including parking citation revenue, minus the Baseline Revenue and all operating expenses.

- i) Each month, City will calculate the Baseline Revenue and Monthly Net Revenue. All Revenue will be deposited in the City's account. City will keep full and accurate records of billed and collected Revenue.
- ii) At the end of each quarter of this contract, or as agreed upon by both parties, the City shall pay all amounts due to County. Such payment shall be received no later than forty five (45) days after the quarter for which it is due. An accounting report, in a form reasonably accepted by the County, will be included with each payment. A copy of the accounting report will be sent to the Regional Parks Administrative Chief.

c) Improvements

Subject to County's written consent as provided for in this MOU, and subject to the City obtaining any requisite governmental permits for the construction and operation of a surface commercial parking lot in the Parks, City shall:

- i) Furnish and install parking pay stations, supporting parking control equipment, and signage. All equipment purchased by the City will remain City property upon the expiration or termination of this MOU.

d) Maintenance and Repair of Parking Pay Stations

City shall keep and maintain the parking pay stations in good repair, in a neat and satisfactory condition, shall promptly make all repairs and replacements, that may become necessary and will respond for repair 365 days per year including weekends and holidays.

e) Parking Enforcement

The City will add the Lots to its regular patrol coverage and enforce all applicable parking rules and regulations on behalf of the County.

- i) If City employees encounter any safety issues that require assistance, City employee shall contact County dispatch for back-up or assistance.

**III) SCOPE OF SERVICES—COUNTY**

- a) Park Operations and Maintenance—County shall be solely responsible for all Park operations and maintenance, other than those responsibilities designated in Section II as City's responsibility, including but not limited to: janitorial, trash collection and landscaping of park grounds, maintenance and repair of park structures, and lighting.
- b) If City employees encounter any safety issues that require assistance, City employee shall contact County dispatch for back-up or assistance.
- c) Security—County shall maintain security for the Parks and Lots as funding allows.
- d) This MOU does not preclude County Park Ranger program staff from issuing citations in designated serviced lots.
- e) Parking Rates—County is responsible for setting parking rates at the Parks. County will provide City a minimum of 30 days advance notice of rate changes.

**IV) EFFECTIVE DATE & TERM** This MOU shall be effective and commence as of the date first written above and shall expire February 28, 2012.

**V) NOTICE**

Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by mail, addressed as follows:

TO COUNTY:

Director,  
COUNTY of Sacramento  
Department of Regional Parks  
9850 Goethe Road  
Sacramento, CA 95827

TO CITY:

Parking Services Manager,  
CITY of Sacramento  
Department of Transportation  
300 Richards Blvd., 2<sup>nd</sup> Floor  
Sacramento, CA 95811

Either party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other party, which shall be effective upon receipt.

**VI) COMPLIANCE WITH LAWS**

Both parties shall observe and comply with all applicable Federal, State, and COUNTY laws, regulations and ordinances.

**VII) INDEMNIFICATION**

CITY shall defend, indemnify and hold harmless COUNTY, its Board of Supervisors, officers, directors, agents, employees and volunteers from and against all demands, claims, actions, liabilities, losses, damages, and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of the MOU, caused in whole or in part by the negligent or intentional acts of City's Council, officers, directors, agents, employees, volunteers or subcontractors.

COUNTY shall defend, indemnify, and hold harmless CITY, its Council, officers, directors, agents, employees, volunteers and subcontractors from and against all demands, claims, actions, liabilities, losses, damages and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of the MOU, caused in whole or in part by the negligent or intentional acts of County's Board of Supervisors, officers, directors, agents, employees, or volunteers.

It is the intention of COUNTY and CITY that the provisions of this paragraph be interpreted to impose on each party responsibility to the other for the acts of their respective officers, directors, agents, employees, volunteers, County's Board of Supervisors, CITY Council and City's subcontractors. It is also the intention of COUNTY and CITY that, where comparative fault is determined to have been contributory, principles of comparative fault will be followed and each party shall bear the proportionate cost of any damage attributable to the fault of that party, its officers, directors, agents, employees, volunteers, County's Board of Supervisors, City's Council and City's subcontractors.

**VIII) INSURANCE**

The COUNTY and CITY, at their sole cost and expense, shall carry insurance—or self-insure—its activities in connection with this MOU, and obtain, keep in force and maintain, insurance or equivalent program self-insurance, for general liability, workers compensation and business automobile liability adequate to cover its potential liabilities hereunder. Each party agrees to provide the other thirty (30) days' advance written notice of any cancellation, termination or lapse of any of the insurance or self-insurance coverages.

**IX) TERMINATION**

Either party may terminate this MOU without cause upon Thirty (30) days written notice to the other party. Notice shall be deemed served on the date of mailing.

**X) ASSIGNMENT**

This MOU is not assignable by CITY in whole or in part, without the prior written consent of COUNTY.

**XI) AMENDMENT AND WAIVER**

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this MOU shall be valid unless made in writing and signed by both parties. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder. No interpretation of any provision of this MOU shall be binding upon CITY or the COUNTY unless agreed in writing by Director, Parking Services Manager, and Counsel for COUNTY and CITY.

**XII) DIRECTOR AND PARKING SERVICES MANAGER**

As used in this MOU, "Director" shall mean the Director of the Department of Regional Parks, or his/her designee. "Parking Services Manager" shall mean the Parking Services Manager of the CITY of Sacramento Department of Transportation, or his/her designee.

**XIII) SUCCESSORS**

This MOU shall bind the successors of COUNTY and CITY in the same manner as if they were expressly named.

**XIV) INTERPRETATION**

Interpretation and enforcement of this MOU shall be governed by the laws of the State of California. This MOU shall be deemed to have been prepared equally by both of the parties, and the MOU and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

**XV) FINANCIAL RECORDS**

CITY shall retain all financial records, including, but not limited to, time sheets, documents, reports, books and accounting records which pertain to any work or transaction performed pursuant to this MOU for four (4) years after the expiration of this MOU, or until audited. COUNTY or any duly authorized representative of SAFCA shall, with reasonable notice, have access to and the right to examine, audit and copy such records.

**XVI) PRIOR AGREEMENTS**

This MOU constitutes the entire contract between COUNTY and CITY regarding the subject matter of this MOU. Any prior MOUs, whether oral or written, between COUNTY and CITY regarding the subject matter of this MOU are hereby terminated effective immediately upon full execution of this MOU.

**XVII) PARTIES TO MOU**

COUNTY and CITY are the only parties to this MOU.

**XVIII) DUPLICATE COUNTERPARTS**

This MOU may be executed in duplicate counterparts. The MOU shall be deemed executed when it has been signed by both parties.

The remainder of this page intentionally left blank.



IN WITNESS WHEREOF, the parties hereto have caused this MOU to be duly executed as of the day and year first written above.

COUNTY OF SACRAMENTO, a political subdivision of the State of California

CITY OF SACRAMENTO, a charter municipal corporation

COUNTY OF SACRAMENTO

CITY OF SACRAMENTO



By: Roberta Smith-Cashe  
Chair of the Board of Supervisors

By: [Signature]  
John Dangberg, Assistant City Manager  
For William H. Edgar, Interim City Manager, April 19, 2011

ATTEST:  
By: Cynde Lee  
Clerk of the Board of Supervisors

APPROVED AS TO FORM:  
By: [Signature]  
Deputy City Attorney

APPROVED AS TO FORM:  
By: William Burke  
County Counsel

ATTEST:  
By: Dawn Bullwinkel  
ant City Clerk 4-26-11

APPROVED AS TO TERMS AND CONDITIONS  
By: Janet R. Baker  
JANET R. BAKER, Director  
COUNTY of Sacramento  
Department of Regional Parks

**MEMORANDUM OF UNDERSTANDING  
FOR IMPLEMENTATION OF PARKING PAY STATION PILOT PROGRAM  
ATTACHMENT A**

The "Baseline Revenue" for each of the designated lots is as follows:

**Schedule of Payments Howe**

Month	Revenue	Payment
January	\$395.00	
February	\$406.00	
March	\$715.00	\$1,516.00
April	\$1,697.00	
May	\$4,475.00	
June	\$6,289.00	\$12,461.00
July	\$8,191.00	
August	\$5,853.00	
September	\$3,511.00	\$17,555.00
October	\$1,015.00	
November	\$874.00	
December	\$247.00	\$2,136.00
		<b>\$33,668.00</b>

**Schedule of Payments Watt**

Month	Revenue	Payment	Total
January	\$737.00		
February	\$859.00		
March	\$1,109.00	\$2,705.00	\$4,221.00
April	\$2,558.00		
May	\$4,470.00		
June	\$5,905.00	\$12,933.00	\$25,394.00
July	\$6,732.00		
August	\$4,679.00		
September	\$3,118.00	\$14,529.00	\$32,084.00
October	\$1,404.00		
November	\$1,529.00		
December	\$660.00	\$3,593.00	\$5,729.00
		<b>\$33,760.00</b>	<b>\$67,428.00</b>

CITY CLERK'S COPY

STATE OF CALIFORNIA  
STANDARD AGREEMENT  
STD 213 (Rev 06/03)

AGREEMENT NUMBER
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

**Department of General Services – Real Estate Services Division, Building & Property Management**

CONTRACTOR'S NAME

**City of Sacramento, Parking Services Division**

2. The term of this Agreement is: **Two (2) years with two (2), two-year options to extend.**

3. The maximum amount of this Agreement is: **See Exhibit B**

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made part of the Agreement.

**EAST END COMPLEX (053)  
1616 Capitol Avenue, Sacramento, CA 95814  
After Hours Parking Management Services**

- Exhibit A – Scope of Work 10 pages
- Exhibit B – Budget Detail and Payment Provisions, Cost Sheet, 1 page
- Exhibit C\* – General Terms and Conditions GTC 306
- Exhibit D – Additional Provisions 1 page
- Exhibit E – City of Sacramento Illness and Injury Prevention Program 14 pages

Item shown with an Asterisk (\*), is hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language)

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

**CONTRACTOR**

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

**City of Sacramento, Parking Services Division**

BY (Authorized Signature)

DATE SIGNED(Do not type)



**Marty Hanneman, Assistant City Manager  
for Ray Kerridge, City Manager/June 26, 2007**

**921 10<sup>th</sup> Street, First Floor, Sacramento, CA 95814**

California Department of  
General Services Use  
Only

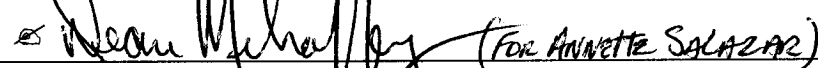
**STATE OF CALIFORNIA (State)**

AGENCY NAME

**Department of General Services, Real Estate Services Division  
Building and Property Management Branch**

BY (Authorized Signature)

DATE SIGNED(Do not type)

 (For Annette Salazar)

**07-11-07**

PRINTED NAME AND TITLE OF PERSON SIGNING

**Annette Salazar, Assistant Chief**

ADDRESS

**707 3<sup>rd</sup> Street, Suite 5-105, West Sacramento, CA 95605**

Exempt per:

CITY AGREEMENT NO. 2007-0627

**CITY AGREEMENT NO**

**2007-0627**

**ATTEST:**

*ant* *Dawn Buehler*  
CITY CLERK 7-2-07

*[Signature]*  
APPROVED AS TO FORM:  
CITY ATTORNEY

RECEIVED  
CITY CLERK'S OFFICE  
CITY OF CHICAGO  
2007 JUL 13 P 4 21

**EXHIBIT A**

**SCOPE OF WORK**

STATE OF CALIFORNIA  
DEPARTMENT OF GENERAL SERVICES  
REAL ESTATE SERVICES DIVISION

**BUILDING AND PROPERTY MANAGEMENT  
PARKING MANAGEMENT SERVICES**

**EAST END COMPLEX (053)  
1616 CAPITOL AVENUE, SACRAMENTO, CA 95814**

**CONTRACTOR AGREES TO PROVIDE:**

1. The Contractor agrees to manage, supervise, collect public parking fees, provide materials and supplies, and provide necessary qualified personnel to operate one parking facility located at the East End Complex, 1616 Capitol Avenue, in Sacramento, California. Provide staffing employed by the City of Sacramento (no contract employees will be allowed) for a one-person booth in the parking facility. The parking facility is state-owned, and the above-ground portion of the facility will be utilized for public parking. The Contractor will offer public parking at an hourly rate or pre-pay rate to be determined upon written mutual agreement between the State and the Contractor. No checks shall be accepted for payment of daily parking. Contractor shall ensure a safe and secure environment each day during the below referenced Hours of Operation for patrons and guests of the garage structure.
2. The Contractor will provide uniformed attendants during the hours shown in Paragraph 3 below. The Contractor's attendants shall report all parking related violations identified within the facility to the facility's Building and Property Management Branch staff who have the ultimate responsibility for building security.

The Contractor will coordinate attendant communication with the Building and Property Management Branch staff being the "In Charge" property representative.

**3. East End Complex Parking Facility**

- 5-story garage, approximately 590 spaces of the total 1,396 spaces to be available for the public
- Hours of operation - weekday evenings, all day Saturdays and Sundays, 365 days per year
  - Monday thru Friday, 4:00 p.m. – 2:00 a.m.
  - Saturday, 10:00am - 2:00 a.m.
  - Sunday, 10:00 a.m. – 12:00 Midnight
- Contractor's staff agrees to arrive prior to 4:00 p.m. to allow a smooth transition between daily parking operations handled by the State and after-hours parking operations handled by the Contractor. State parking attendants will leave promptly at 4:00 p.m. daily.
- Contractor agrees to give the State priority to use the garage for special after-hours occasions (Example: Governor's Inaugural Party at the Sacramento Convention Center) with 24-hour prior notice from State to Contractor.
- Public Parking Rate -\$2.00 Flat Rate (Rates are subject to change upon mutual written agreement between the State and the Contractor)

Operating days are as above including the designated holidays for state employees. The days of operation, hours listed above and holidays listed below are subject to change upon the mutual written agreement between the State and the Contractor.

January 1, the third Monday in January, February 12, the third Monday in February, Cesar Chavez Day in March, the last Monday in May, July 4, the first Monday in September, the second Monday in October, November 11, Thanksgiving day, the day after Thanksgiving Day and Christmas Day.

4. The Contractor agrees to pay all direct operating expenses incurred by it when due, including telephone services in the kiosk, preparing and filing any and all Federal and State tax returns, and paying all labor taxes, plus all Workers Compensation insurance premiums. The Contractor is responsible for supplying the public parking tickets or coupon books.

The Contractor agrees to work with the State in developing the language that will appear on the public parking tickets, including but not limited to: The name and address of the facility, Not Responsible for Loss/Damage/Theft, No Overnight Parking (if vehicle is left after 2:00 A.M., it is subject to tow), Cash Only – No Checks Accepted. Public parking tickets must be prominently displayed either on the dashboard or hung from the rear-view mirror to allow the Contractor's attendants and State personnel to clearly distinguish between after-hours public parkers and State employee monthly parkers. Contractor agrees to employ only trained, courteous and uniformed personnel and to replace any employee upon the State's reasonable request.

5. The Contractor may use any existing parking equipment belonging to the State, including gates, card readers, traffic controls, control stations, bumpers, posts, chain, portable control booths, time clocks, utility services, signs. Contractor will exercise reasonable care while utilizing State equipment and all improvements associated with the parking garage. Any damage to State equipment or improvements due to the Contractor's actions or negligence will be remedied by Contractor at their sole cost and expense. An inventory of the State's equipment will be made, on a daily basis, prior to Contractor assuming control of the facility and after returning it to the State for the daytime operations. The Contractor is responsible for having all inventoried items accounted for and in the same condition it was received, reasonable wear and tear excepted.
6. The Contractor agrees to pay all State approved capital improvements, signage and marketing expenses pertaining to the overall improvement and operation of the parking garage. Revenue earned from the operation of the State's parking facility will be used to reimburse Contractor for the above expenses as described in Exhibit B. Should revenues be insufficient to reimburse/offset operational expenses, there will be no payment required from the State and the Contractor agrees to cover all costs required by Contractor under this contract during that period of time. All improvements which the State and Contractor mutually agree to add to the garage become the property of the State immediately after installation. Should this agreement be terminated by either party prior to the Contractor collecting enough parking revenue to be reimbursed for its investment in improvements, the State agrees to pay Contractor for all costs that were not recaptured by the Contractor over a mutually agreed to period of time by the Contractor and the State.
7. Up to eight hours of training may be required on the various hardware systems used at the facility which shall be at the sole cost of the Contractor.
8. The Contractor shall be responsible for collecting all public parking revenues, billings and collecting accounts receivable for the time of Contractor's use. All such income from public parking revenues, without deduction or offset, will be deposited in the Contractor's account. Contractor will pay State an amount of revenue per the terms described in Exhibit B.
9. The Contractor agrees to keep full and accurate records of all revenues and operating expenses, including all required employee records, all of which are to be made available to the State upon its request at Contractor's main office during normal business hours upon reasonable notice. The State may audit the Contractor's books of account for the Facility at

any time and agrees to audit at its expense the Contractor's books within sixty (60) days after the end of each of the State's fiscal year.

10. If the books of account for the facility are in error by more than two (2) percent to the detriment of the State, the reasonable cost of said audit will be paid by the Contractor at his sole expense.

The State and the Contractor agree that should any audit disclose that there are funds due from either party to the other, said funds will be due and payable within twenty (20) business days after said disclosure.

- a. All public revenues shall be reported via a Monthly Summary Management Report, from the Contractor as well as the following reports from the fee computer:
  1. Copies of the Daily Lane Reports
  2. Year-to-Date Lane Report
  3. Cash Report
  4. Entry/Exit Report
- b. The Monthly Management Reports will be mailed to the following address no later than the 10<sup>th</sup> of every month for the preceding month:

State of California  
Department of General Services  
Building and Property Management Branch  
Attn: Office Building Manager  
1616 Capitol Avenue, Suite 74.149  
Sacramento, CA 95814

- c. Public parking revenue shall be supported by used parking tickets or coupon books that have been serialized and printed with the name and address of the facility. The used parking tickets and coupons will be kept by the Contractor for a period of three years from the date of termination of the contract.
  - d. Any damage claim found to be caused by Contractor's negligence shall be resolved by the Contractor at the Contractor's sole expense, within 90 days.
  - e. The Contractor agrees to reimburse the State for any losses that may occur as the result of employee theft. The Contractor shall not knowingly employ or keep in its employ for purposes of conducting operations under this agreement any individual who has been convicted in a court of competent jurisdiction of theft or misappropriating funds.
11. With the State's prior written approval and at the Contractor's expense, the Contractor may install additional signs, posts and chains, etc. for the purpose of allocating or controlling space usage or traffic flow. Such items shall be state property and accounted for in accordance with Item 6 above.
  12. The Contractor shall follow the current **Standard Operating Procedures Manual (attached hereto)** specifying the operating procedures to be followed by the Contractor for operating parking facilities. The State may include additional operating procedures to be incorporated in the manual, together with any subsequent changes or revisions shall be approved in writing by the Department of General Services, Building and Property Management Branch, Office Building Manager or his/her designated representative.

The operating procedures contained herein are hereby incorporated into and included as part of this agreement. The Contractor hereby agrees to operate the facility in compliance with the provision of the operating procedures or to gain the DGS, BPM, Office Building



Manager's or designated representative's written approval of alternative procedures. The Manual shall be kept up-to-date at all times and pertinent parts shall be provided to the Contractor's employees.

13. Contractor reserves the right to refuse service to any specific individual who refuses or fails to comply with said rules. The Contractor agrees to advise the State of any such incident. If the person affected appeals the decision to the Department of General Services, the DGS, Building and Property Management Branch, Office Building Manager will review the situation and make the final decision.
14. The Contractor agrees to comply with all rules, ordinances and regulations established by the governmental bodies having jurisdiction over the operation of the facility, and to pay for and obtain all necessary permits, bonds, and licenses for their operation. The Contractor provides an Illness and Injury Prevention Program, in compliance with the California Code of Regulations (CCR), Title 8, Section 3203 and the California Labor Code 6401.7, a copy of which is attached as Exhibit E.
15. All contacts by the Contractor regarding this contract will be with the DGS Building and Property Management Branch, Office Building Manager.
16. The Contractor shall, in the manner and method of operating the facility, assure the highest degree and standards of courtesy, politeness, conduct and demeanor on the part of its officers, agents, employees, and representatives and, shall at all times during the term of this agreement, comply with the following conditions and requirements:
  - a. The Contractor shall conduct its operations in a manner so as not to annoy, disturb, or be offensive to customers or other users of the facility.
  - b. The Contractor shall select and appoint a parking supervisor whose responsibility shall be the supervision of the contract work as this is not considered to be a responsibility of the State of California. The Contractor and contract supervisor responsible for the management and directing the work to be performed under this contract shall possess at least three years of recent satisfactory (within the past five years) experience in the management of parking operations of the approximate size or larger, than the parking facility to be operated under this contract. Any person filling this position must have prior written state approval. Such person must be a highly qualified, experienced, and successful supervisor of parking facilities, vested with full power and authority with respect to the method and manner of operating the facility. The supervisor shall be available upon 30 minutes notice. At all times during his absence a designated subordinate shall be in charge of the parking operation and available upon 30 minutes notice.
  - c. The Contractor shall control the conduct, demeanor, and appearance of its officers, agents, employees, and representatives. Attendants while on duty shall wear uniforms with clearly visible and readable name tags which shall at all times be maintained in a neat and clean condition. The uniforms and nametags shall be approved by the Regional Manager.
  - d. All personnel staff shall be trained by the Contractor to render a high degree of courteous and efficient service, and it shall be the responsibility of the Contractor to maintain close supervision over such personnel to assure a high standard of service to customers.

Upon objection by the Regional Manager to the conduct, demeanor, or appearance of such personnel, the Contractor shall immediately take all steps necessary to correct the conduct, demeanor, or appearance which is the cause of the objection.

- e. All supervisor and operational personnel must be able to speak, read, and write English, apply written rules, follow oral and written instructions. Both new and replacement supervisors must meet these qualification standards. Prior to the commencement of this agreement, the Contractor shall submit a **Key Personnel Resume**, which shall include the name, telephone number and address of the Contract Manager and on-site Supervisor. In addition, the Key Personnel Resume shall include a 24-hour emergency number and contact person in case it becomes necessary to contact the Contractor.

17. The following expenses are the sole responsibility of the State and shall not be reflected in the Contractor's operating budget or monthly operating statement.

- a. Maintaining the premises in good order and repair, including asphalt repairs and striping, and gardening or landscaping services.
- b. Any physical lot improvements or modifications.
- c. Lighting, water, electric, modification or repair to the facility.
- d. Facility and state-owned equipment maintenance, repair, or replacement.
- e. Real estate taxes and assessments.
- f. Interest and/or principal payments on mortgages or capital investments for land, equipment or improvements.
- g. The California Highway Patrol (CHP) may patrol the facility intermittently.

The term of the agreement shall be for two (2) years, commencing on the effective date of this agreement. The Contractor is entitled to two (2) - 2-year options to extend the agreement at the State's sole discretion, by providing a written notice of extension to the State not less than 180 days prior to the expiration of the Initial Term or 180 days prior to expiration of the first Extended Term.

18. The contractor will provide equipment, materials, facilities, or support services that could not feasibly be provided by the state in the location and during the hours where the services are performed. The services contracted for are specialized and the contractor has the experience, knowledge, and ability to effectively market and manage after-hours parking operations.

The Contractor is a third party institution dealing directly with customers about parking issues and giving recommendations to the State regarding items such as operations, systems, safety, and security. The Contractor's employees are trained in security, theft prevention, and liability claim prevention. The Contractor provides a parking supervisor in charge of the entire operation and takes the responsibility for after hours operation.

19. The Contractor shall post all contract related questions with the Department of General Services, Building and Property Management Branch, Office Building Manager. The Contractor shall incur any monetary loss that occurs due to any verbal or written correspondence with anybody other than the primary contact. After the contract is approved by DGS/Office of Legal Services, please contact the Department of General Services, Building and Property Management Branch, Office Building Manager at 916/445-3700, or his/her designated representative.

# STANDARD OPERATING PROCEDURES MANUAL

## STATE OF CALIFORNIA PARKING FACILITIES

### A. Introduction

By the terms of the agreement, the Contractor will operate Lot 43, a state parking facility located at 1616 Capitol Avenue, in Sacramento, CA. The day-to-day operations, including the collection of parking fees, will be accomplished to make available to state employees and the public, a first-rate parking service.

The Contractor is responsible for collecting parking fees and for operating effectively and efficiently in accordance with the agreement and this Standard Operating Procedures Manual.

The Contractor will provide a qualified parking supervisor to oversee the operation and assure complete compliance with the agreement. The parking supervisor shall be available upon thirty-(30) minutes notice during regular business hours.

The Standard Operating Procedures Manual contains minimum operating standards and procedures that the state requires the Contractor to meet. These standards and procedures are subject to change at the discretion of the parking program administrator or designated representative.

The following is a **partial list** of the parking equipment for the State parking facility located at 1616 Capitol Avenue, Sacramento, California. Prior to the commencement of this agreement, Contractor and the DGS, BPM, Office Building Manager, or his/her designated representative, will verify in writing the full equipment list.

Description	Model	Quantity
Automatic parking gate including gate arm		
Magnetic stripe ticket dispenser		
Fee computer with double cash drawer		
Magnetic ticket reader/validator		
Remote fee display		
Proximity card reader with pedestal		
Dual channel self tuning vehicle detector		
Ten station intercom master station		
Intercom sub-station		
Lane status lights		
'Full' sign		
Laser printer		

### Personnel

The Contractor shall provide the necessary staffing to maintain the level of parking service required by the State. As a minimum, the Contractor shall employ the following:

#### 1. Parking Supervisor

A parking supervisor shall be in charge of and be responsible for the entire parking operation. The Parking Supervisor shall follow the directives of the Parking Program Coordinator or designated representative.

The parking supervisor shall not serve as a booth attendant/cashier except in emergency situations.

#### 2. Booth Attendants/Cashiers

The Contractor is to provide the number of booth attendants/cashiers necessary to effectively operate the facility during the established hours of operation. The booth attendants/cashiers shall be fully trained and knowledgeable concerning operating policies and procedures.

**3. Uniforms**

Contractor shall provide uniforms to all parking employees. All booth attendants/cashiers must wear uniforms at all times while on duty. Uniforms that are soiled, stained, torn, disheveled or in any way unsightly, shall be replaced.

**4. Identification Badges**

The Contractor shall provide laminated identification badges for all employees with the following information prominently displayed to allow easy identification:

- a) Employee name
- b) Company name

Employees shall wear identification badges in plain sight at all times while on duty.

The Contractor's personnel must be clean and neat and shall deal with customers in a prompt, polite, and businesslike manner. All personnel of the Contractor will comply with the Contractor's general rules for employee conduct.

**Lost Tickets**

- 1. The accuracy of Lost Ticket Reports and the parking fees obtained are the responsibility of the Contractor.
- 2. Charges will be calculated from the time the Facility opened until the exit time. If the customer claims equipment malfunction, and this malfunction can be documented, the customer will be charged based upon when he states he entered the Facility and such information shall be noted on the Lost Ticket Report.
- 3. The Lost Ticket Report will be completed for all lost ticket transactions and will be considered a "Miscellaneous" ticket to be reviewed by the Contractor. Lost Ticket Reports not filled out completely or correctly will be cause for disciplinary action.

**Money Disputes**

The Contractor is responsible for all monetary transactions relating to the parking operation during periods of its responsibility as stated herein. Disputes will be handled by the Contractor's parking supervisor and will not involve the DGS, Building Managers Office (BPM) personnel except as a last resort and then only during the BPM's regular business hours. The California Highway Patrol will be called only in the event of physical confrontation. Should a dispute not be resolved, the customer must pay the disputed charge and write a letter to the City of Sacramento, Parking Unit, 921 10<sup>th</sup> Street, Sacramento, CA 95814, describing the circumstances and the reasons for disputing the charge.

**Monthly Customers (State Employees) Only -- Cardkey required upon Entry**

If a monthly customer does not have his cardkey, he must pull a ticket and pay the going rate. If he changes his mind about parking in the Facility, the customer has a five (5) minute grace period to exit the facility without being charged. This five-minute grace period shall also apply to public parkers.

State employees with cardkey access to the garage shall have unlimited access to the garage and shall not be charged if they have their cardkey to gain entry into the garage. A list of all State employees and the license numbers of their vehicle(s) will be provided to the Contractor. Contractor agrees to check list prior to authorizing any vehicle to be towed to ensure no State employees are inadvertently towed. Contractor agrees to reimburse any State employee towing fees should the vehicle of the State employee listed on the State parking list be towed in error.

## **Keys**

The Contractor will exercise extreme care to assure that access to keys to the booth is restricted only to those personnel needing the keys to properly perform their duties.

## **Parking Booth**

1. It is the responsibility of all employees to keep the parking booth clean and orderly.
2. Absolutely no writing or marking on any part of the booth.
3. Televisions are not allowed in the booth.
4. Visitors are not allowed in the booth.
5. If you notice any person loitering around your area, notify the California Highway Patrol immediately.
6. Employees are not allowed to leave the parking booth without receiving permission and relief from their supervisor. The booth shall never be left unattended.
7. In case of any accident involving the parking booth or the parking garage entrance/exit equipment, notify the Sacramento Police Department, California Highway Patrol and Parking Unit immediately and then the EEC Central Security Room. Obtain all necessary information, such as; car license number, driver's license number, name, address, phone number, type of car, witnesses. Also, make a detailed report of the accident and mail a copy to the Parking Unit.

## **Parking Equipment Repair**

The Contractor will immediately telephone the BPM for repair of any State-owned equipment.

## **Ticket Spitter Outage**

The Contractor will assign an employee to manually issue tickets using the following procedures:

1. The BPM will be notified immediately.
2. Before issuing tickets by hand, note the time, date, "power out" and your initials on the first ticket in the stack that will be voided.
3. Raise the gate arm.
4. Write the time legibly on each ticket issued manually and initial.

All power outages requiring manual procedures shall be described in the Daily Log. A brief narrative of the time frame, procedures followed and number of tickets processed or issued will be forwarded to the contract administrator or designated representative within 24 hours. This narrative should contain any additional information or recommendations that may be helpful in analyzing the problem or improving procedures.

**EXHIBIT B  
COST SHEET**

**PARKING MANAGEMENT SERVICES  
EAST END COMPLEX (053)  
BPM-292**

**Compensation and Fee Schedule**

**Operating, Marketing and Capital Improvement Expenses**

1. Beginning the effective date of this agreement, all revenue collected by Contractor under the preceding guidelines will be used by the Contractor to offset its operational expenses.
2. Any surplus revenue remaining after reimbursement of Operational expenses as described in Section 1 above, will be used by Contractor as reimbursement for all marketing materials and promotional expenses Contractor has incurred in its operation of this parking facility.
3. Any surplus revenue remaining after the reimbursements described in sections 1 and 2 above, will be used by Contractor as reimbursement for all capital improvement expenditures Contractor deems necessary to improve the operation and increase usage of the garage, including, but not limited to the following:
  - a. Signage and way-finding materials
  - b. Pedestrian and vehicular access to the facility
4. Should revenues be insufficient to reimburse/offset operational expenses, there will be no payment required from the State and the Contractor agrees to cover all costs required by Contractor under this contract during that period of time.

**Management Fee:** If net revenue is earned after reimbursement of all Operating, Marketing and Capital Improvement expenses described in above, Contractor will retain a management fee of \$1,000 per month. Annually, beginning on the first annual anniversary of the effective date of this agreement, the Management Fee will increase at a percentage rate equal to the Consumer Price Index (CPI) for the San Francisco, Oakland and San Jose Metropolitan Area for All Urban Consumer (CPI-U), All Items (1982-84=100), published by the United States Department of Labor, Bureau of Labor Statistics.

**Revenue Split:** Any net revenue remaining after payment of the Management Fee will be split evenly between the State and Contractor.

A. EXHIBIT C

**GENERAL TERMS AND CONDITIONS (GTC 306)**

PLEASE NOTE: This page will not be included with the final agreement. The General Terms and Conditions will be included in the agreement by reference to Internet site: <http://www.ols.dgs.ca.gov/Standard+Language>.



**EXHIBIT D**  
**ADDITIONAL PROVISIONS**

1. **EXCISE TAX:** The State of California is exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this agreement. California may pay any applicable sales or use tax imposed by another state.
2. **SETTLEMENT OF DISPUTES:** In the event of a dispute, between Contractor and the State, the Contractor shall file a "Notice of Dispute" with Department of General Services, director or designee within ten (10) days of discovery of the problem. Within ten (10) days the director or designee shall meet with the Contractor and Project Manager for purposes of resolving the dispute. The decision of the director or designee shall be final.  
In the event of a dispute, the language contained within this agreement shall prevail over any other language including that of the bid proposal.
3. **AGENCY LIABILITY:** The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
4. **POTENTIAL SUBCONTRACTORS:** Nothing contained in this Agreement or otherwise shall create any contractual relation between the State and any Subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its Subcontractors is an independent obligation. As a result, the State shall have no obligation to pay or enforce the payment of any moneys to any Subcontractor.
5. **RIGHT TO TERMINATE:** The State reserves the right to terminate this agreement subject to 30 days written notice to the Contractor. Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein. However, the agreement can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State's notification to the Contractor.  
This agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or State's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by any governmental authority.

**INSURANCE:** State acknowledges that the City of Sacramento is a self-insured public entity. The City of Sacramento shall provide a letter of self-insurance stating that the City of Sacramento's self-insurance program adequately protects against liabilities and claims arising out of the performance of this agreement. This must be reviewed and approved by the DGS' Office of Risk and Insurance Management.

Failure to provide evidence of self-insurance as required in this agreement is a material breach of contract and is grounds for termination of the agreement.

## **RESOLUTION NO. 2007-413**

Adopted by the Sacramento City Council

June 21, 2007

### **APPROVING A PARKING AGREEMENT FOR THE EAST END GARAGE**

#### **BACKGROUND**

- A. The State's East End complex was completed in July 2003. Approximately 4,600 employees work at the central complex located at 16<sup>th</sup> Street & Capitol Avenue.
- B. During the past five years, the Midtown entertainment district has experienced rapid growth in the development of restaurants and other entertainment venues. This growth, combined with the opening of the State's East End complex, has created a shortage of parking spaces to accommodate patrons and employees during evening and weekend hours.
- C. The Sacramento Central City Parking Master Plan was finalized in September 2006. It recommended the City enter into agreements with owners of existing parking facilities as a solution for increasing the parking supply serving the Midtown entertainment district. The East End Garage will provide 594 parking spaces to evening and weekend visitors.
- D. Upon commencement of this agreement, the City plans to immediately address marketing, wayfinding and capital improvements, including improved pedestrian access. All revenue collected by the City will be used to offset its operational expenses. Any surplus revenue remaining will be used to reimburse the City for its marketing and capital improvements. If net revenue remains after reimbursement of the above expenses, the City will retain a management fee of \$1,000 per month. Any net revenue remaining after payment of the management fee will be split evenly between the State and the City. During its hours of operation, the City will charge a flat rate of \$2.

#### **BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:**

- Section 1. The City Manager is authorized to execute a parking agreement with the State of California whereby the City will operate the State's garage at the East End Complex for a period of 2 years with two, 2-year options.

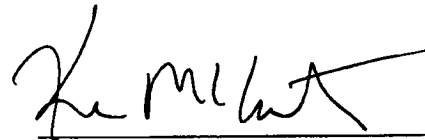
Adopted by the City of Sacramento City Council on June 21, 2007 by the following vote:

Ayes: Councilmembers, Cohn, Fong, Hammond, McCarty, Pannell, Sheedy, Tretheway, and Waters.

Noes: None.

Abstain: None.

Absent: Mayor Fargo.

  
Kevin McCarty, Vice Mayor

Attest:

  
Shirley Concolino, City Clerk



Requires Council Approval:  No  YES Meeting:

Real Estate

Other Party Signature Needed

Recording Requested

General Information

Form with fields: Type: Other, PO Type: Select PO Type, Attachment: Original No., \$ Not to Exceed, Other Party: Harvego Real Estate, LLC, Project Name: Firehouse Parking Operations Management Agreement, Deed: [ ] None [ ] Included [ ] Separate, Project Number, Bid Transaction #, E/SBE-DBE-M/WBE.

Department Information

Department: Public Works

Division: Parking Services

Project Mgr:

Supervisor:

Contract Services: Paul Sheridan

Date:

Section Manager:

Phone Number: 808-6817

Division Manager: Matt Eierman

Comment:

Org Number:

Review and Signature Routing

Table for signature routing with columns: Department, Signature or Initial, Date. Rows include Contract Services, Project Manager, Supervisor, Section Manager, Division Manager, City Attorney, and Authorization (Department Director, City Manager, City Clerk).

For City Clerk Processing Finalized: Initial: [Signature], Date: 10/7/14, Imaged: [Signature], Initial: [Signature], Date: 10/7/14. Received: (City Clerk Stamp Here). Includes stamp: 2014-0981, Title: Firehouse Parking Operations Management, Other Party: Harvego Real Estate, LLC. Stamps: 2014 OCT - 7, CITY CLERK'S OFFICE, CITY OF SACRAMENTO.

## PARKING OPERATIONS MANAGEMENT AGREEMENT

This Parking Operations Management Agreement ("Agreement") is made and entered into this 1st day of January 2015 ("Effective Date"), by and between Harvego Real Estate, LLC ("Owner") and the City of Sacramento ("City").

### 1. LOT

The term "Lot" shall refer to the land and any improvements located thereon at Front and L Streets, as identified in the map attached as Exhibit A.

### 2. TERM

This Agreement shall be for a term of five (5) years from Effective Date subject to the termination provisions of Section 14.

### 3. PURPOSE

The Lot shall be used solely and exclusively for the operation of a parking lot. Any change in use to all or a portion of the Lot shall be mutually agreed upon in writing by both parties. Owner, at its sole discretion, may establish and modify the hours of operation of the parking lot.

### 4. COMPENSATION AND MANAGEMENT FEE

A. Beginning on the Effective Date of this Agreement, all amounts collected in connection with the operation of the Lot ("Revenue"), shall be used to offset Operating Expenses (as defined below). "Monthly Net Revenue" shall be "Monthly Revenue" (as defined below) minus "Monthly Operating Expenses" (as defined below).

- (i) For purposes of this Agreement "Monthly Revenue" means the total amount of cash receipts generated from all business operations conducted upon or from the Lot, during any one month this Agreement is in effect, without any type of deduction. Revenue collected from the issuance of parking citations and further described in Section 6 is not included in the calculation of "Monthly Revenue."
- (ii) For purposes of this Agreement "Operating Expenses" means all expenses incurred in connection with the operation and maintenance of the Lot. City shall provide receipts for all expenses and shall be authorized to make up to \$300 in expenses per month without prior written approval of the owner. The City will add the Lot to its regular security patrols.

**2014-0981**

Title: Firehouse Parking Operations Management  
Other Party: Harvego Real Estate, LLC

- (iii) "Monthly Operating Expenses" as used herein shall mean Operating Expenses incurred or attributed for any particular calendar month.

B The City shall be responsible for collecting all Revenue, performing billings and collecting accounts receivable in relation to City's operation of the Lot. All Revenue will be deposited in a City account and City will keep full and accurate accounting records. The City shall be responsible for all tasks related to Monthly Parkers including issuing and distributing Hang Tags.

- (i) Each month, City will calculate the Monthly Net Revenue and the "Monthly Owner Proceeds," which term means Monthly Net Revenue minus the Monthly Management Fee (as defined below), for the immediately preceding month. City shall pay the Monthly Owner Proceeds to Owner within sixty (60) days of the first day of each calendar month in arrears. City shall provide brief details of the income sources in a form reasonably acceptable by Owner.
  - (ii) On or before July 1st of each year during the Term, City shall prepare and submit to Owner, for Owner's review and approval, an operating budget for the next successive year (the "Operating Budget"), which shall include a projection of Revenue and Operating Expenses for the ensuing year. The cost of security patrols of the lot will be included as an Operating Expense.
  - (iii) Owner shall pay City a fixed fee of five hundred dollars (\$500) per month ("Monthly Management Fee"). Such fee will be paid from the Monthly Net Revenue, if any. If Monthly Net Revenue is not available or is not sufficient to pay the Monthly Management Fee and/or monthly expenses, City shall notify Owner of the amount of the deficiency as provided for in this Agreement and Owner shall pay City the amount of the deficiency within forty-five (45) days after notice is sent to Owner by City.
5. PERFORMANCE INCENTIVES—City will act as a parking management company for Owner and will provide Owner advice regarding parking market conditions and best practices for operating the Lot. All calculations in this section will be based on gross revenue and all calculations will be averaged based on the preceding 12 month period.
- (i) In addition to the Monthly Management Fee, if the average monthly revenue is above \$10,000 (\$120,000 per year) for the current month, then City will earn an additional fee of 5% of gross receipts in excess of \$10,000.

## 6. PARKING CITATIONS

The City at its own expense will add the Lot to its regular patrol coverage and retain all revenue from citations issued to vehicles parked in the Lot. The City will not issue citations when the lot is closed by Owner.

## 7. INDEMNITY

City shall defend, indemnify and hold harmless Owner, its members, officers, directors, agents, employees and volunteers from and against all demands, claims, actions, liabilities, losses, damages and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of the Agreement, caused in whole or in part by the negligent or intentional acts or omissions of City, its officers, directors, agents, employees, volunteers or contractors. Likewise, Owner shall defend, indemnify and hold harmless City, its Council, officers, directors, agents, employees and volunteers from and against all demands, claims, actions, liabilities, losses, damages and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of the Agreement, caused in whole or in part by the negligent or intentional acts or omissions of Owner, its officers, directors, agents, employees, volunteers or contractors.

It is the intention of City and Owner that the provisions of the aforementioned paragraph be interpreted to impose on each party responsibility to the other for the acts and omissions of their respective officers, directors, agents, employees, volunteers, and contractors. It is also the intention of City and Owner that, where comparative fault is determined to have been contributory, principles of comparative fault will be followed and each party shall bear the proportionate cost of any damage attributable to the fault of that party, its officers, directors, agents, employees, volunteers, and contractors.

## 8. INSURANCE

During the entire term of this agreement, Owner shall maintain the insurance coverage described in this Section.

It is understood and agreed by the Owner that its liability to the City shall not in any way be limited to or affected by the amount of insurance coverage required or carried by the Owner in connection with this Agreement.

### A. Minimum Scope & Limits of Insurance Coverage

- (i) General Liability Insurance, providing coverage at least as broad as ISO Commercial General Liability Form 00 01 for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy. Garage liability coverage will be accepted if it meets the coverage requirements for general liability.

### B. Additional Insured Coverage

- (i) General Liability Liability Insurance: The CITY, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects liability arising out of activities performed by or on



behalf of Owner, products and completed operations of Owner, and premises owned, leased or used by Owner.

C. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

- (i) Owner's insurance coverage shall be primary insurance as respects City, its officials, employees and volunteers. Any insurance or self-insurance maintained by City, its officials, employees or volunteers shall be in excess of Owner's insurance and shall not contribute with it.
- (ii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its officials, employees or volunteers.
- (iii) Coverage shall state that Owner's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (iv) City will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.

D. Acceptability of Insurance

Insurance shall be placed with insurers with a Bests' rating of not less than A:V. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Section must be declared to and approved by the City Risk Management Division in writing.

E. Verification of Coverage

- (i) Owner shall furnish City with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the City representative. Copies of policies shall be delivered to the City on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.
- (ii) The City may cancel this Agreement if the certificates of insurance and endorsements required have not been provided, if the insurance is canceled or Owner otherwise ceases to be insured as required herein.

Owner acknowledges that the City of Sacramento is a self-insured public entity and agrees that City's program of self-insurance fulfills any and all insurance requirements. The City of Sacramento shall provide a letter of self-insurance stating that the City of Sacramento's self-insurance program adequately protects against liabilities and claims arising out of the performance of this agreement.

## 9. IMPROVEMENTS

Subject to Owner's written consent as provided for in this Agreement, and subject to City obtaining any requisite governmental permits for the construction and operation of a commercial parking garage, City shall make such improvements ("Improvements") to the Lot as City shall deem necessary for use of the Lot as a commercial parking garage for automobiles, including, but not limited to, generally the following: The City may install additional signs, posts and chains, etc for the purpose of allocating or controlling space usage or traffic flow.

All such costs for Improvements shall be the sole responsibility of Owner, but City will obtain written permission from the Owner prior to purchasing and or installing any improvements. Any construction, reconstruction or altering of Improvements shall, at Owner's expense, be installed, constructed and maintained in accordance with applicable building and other codes, in a good and workmanlike manner to the satisfaction of Owner, and in accordance with all requirements of all departments, boards, bureaus, officials and authorities having jurisdiction in the matter. All necessary permits for such construction (including any permits required to cross public streets) shall be obtained by City.

City, at Owner's expense, shall install and maintain parking pay stations on the Lot.

## 10. MAINTENANCE AND REPAIR

City shall keep and maintain the Lot and all improvements thereon in good repair and in a neat and satisfactory condition, and shall make all repairs and replacements that may become necessary to the Lot, whether structural or nonstructural, ordinary or extraordinary subject to Owner written approval. All notices and signs upon the Lot shall be neat and properly maintained. The City will ensure the garbage will be cleaned up and disposed offsite. Owner shall have the right to enter the Lot at all reasonable times to inspect the same. Owner shall have the right to install additional signage at Owner's cost.

## 11. UTILITIES AND SERVICES

All charges for water, gas, light, heat, power, electricity, telephone or other communication service, sewer and all other services supplied to or consumed on the Lot (collectively, "Services") directly related to this parking operation, and all taxes, levies, fees or surcharges therefore shall be the sole responsibility of Owner.

## 12. SURRENDER OF LOT

Upon termination of this Agreement, City, without further notice, shall deliver up to Owner possession of the Lot. City will have thirty (30) days after termination of this Agreement to remove any personal property from the Lot. All improvements paid for by the Owner shall remain the property of the Owner.

### 13. NOTICES

All notices shall be in writing and shall be deemed to have been given when delivered personally or deposited in the United States mail, registered or certified, postage prepaid, or delivered by overnight courier, and addressed to the party to whom the notice is directed at the address set forth below. Either party may change the address for notices or Owner may change the address for payments by giving the other party written notice to that effect.

#### ADDRESS FOR NOTICES

##### To Owner:

Harvego Real Estate, LLC  
Terry Harvego  
1126 2<sup>nd</sup> Street  
Sacramento, CA 95814

##### To City:

Parking Services Division  
Attn: Parking Services Manager  
300 Richards Blvd., 2nd Floor  
Sacramento, CA 95811

### 14. TERMINATION OF AGREEMENT

Owner and City may unconditionally terminate this Agreement, at any time, by providing the other party written notice no less than sixty (60) days prior to the selected date of termination.

If owner terminates this Agreement within one (1) year from the Effective Date, Owner must pay City the amount of Management Fees City would have earned over the remainder of the first year of the Agreement.

Termination or expiration of this Agreement shall not release any party hereto from any liability or obligation hereunder, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to such termination or expiration.

### 15. RELATIONSHIP OF PARTIES

Nothing contained in this Agreement shall be deemed or construed by the parties or by any third person or court to create the relationship of partnership or of joint venture between Owner and City, and neither the method of computation of fee nor any other provisions contained in this Agreement nor any acts of the parties shall be deemed to create any relationship of owner of real property and holder of a limited agreement to use the same for the purposes set forth herein.

16. SUCCESSORS

The covenants, conditions and agreements contained in this Agreement shall be binding on the parties hereto and on their respective heirs, successors, assigns and legal representatives.

17. EXHIBITS

All exhibits attached to this Agreement shall be deemed to be incorporated herein by the individual reference to each such exhibit, and all such exhibits shall be deemed to be a part of this Agreement as though set forth in full in the body of this Agreement.

18. AUTHORITY

The undersigned parties hereby warrant that they have proper authority and are empowered to execute this Agreement on behalf of Owner.

19. CAPTIONS

The Captions contained in this Agreement are for purposes of convenience only and are not to be used to interpret or construe this Agreement.

[Signatures on following page]

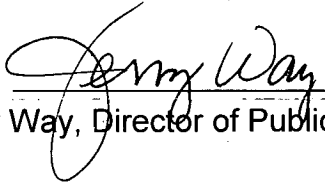
DATED: 9/29/14

DATED: 10-6-14

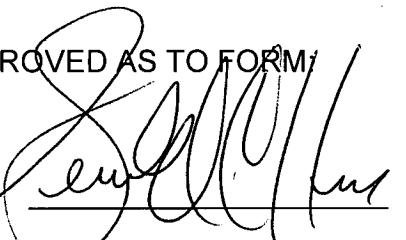
OWNER:  
Harvego Real Estate, LLC

CITY:  
CITY OF SACRAMENTO,  
a Municipal Corporation

BY:   
Terry Harvego

BY:   
Jerry Way, Director of Public Works

Its: *Director*

APPROVED AS TO FORM:  
BY:   
DEPUTY CITY ATTORNEY

ATTEST:

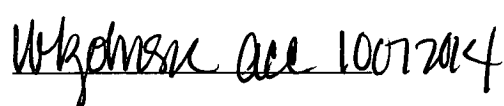
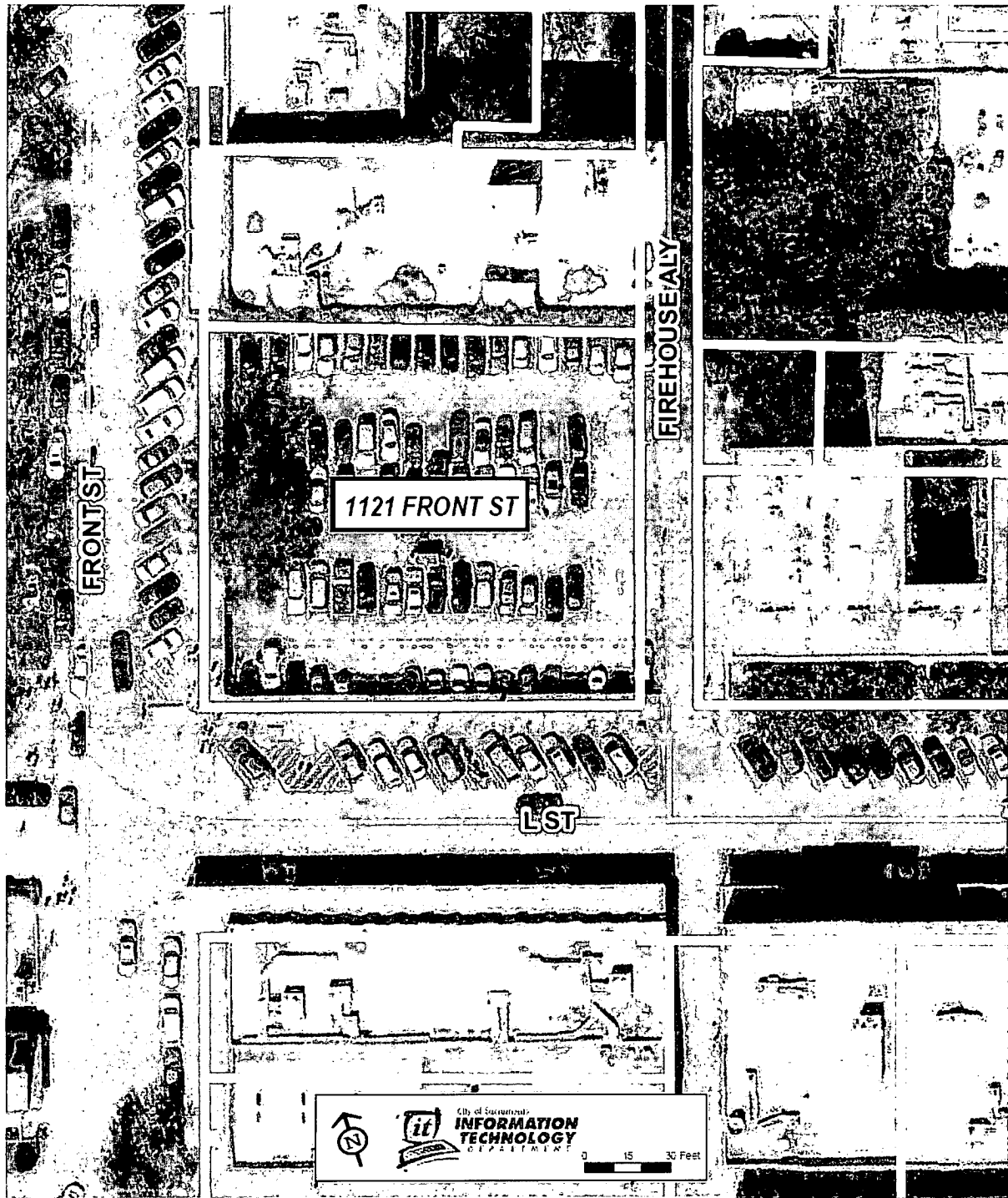
BY:   
CITY CLERK

Exhibit A – Map



**PARKING OPERATIONS MANAGEMENT AGREEMENT**

This Parking Operations Management Agreement ("Agreement") is made and entered into this *26<sup>th</sup>* day of *June*, 2007 ("Effective Date"), by and between S Thomas Enterprises of Sacramento, LLC ("Owner") and the City of Sacramento ("Manager").

1. SITE

The term "Site" shall refer to the land and any improvements and facilities located thereon at Sacramento, County of Sacramento, State of California, as identified in the map attached hereto as Exhibit A.

2. TERM

This Agreement shall be for a term of three (3) years from Effective Date hereof. Manager may extend the term for one additional three (3) year period, by providing a written notice of extension to Owner not less than 180 days prior to the expiration of the initial three (3) year term.

3. PURPOSE

The Site shall be used solely and exclusively for improvement and operation of parking lots (Lots). Manager shall not use the Site nor any portion thereof for any use other than for improvement and operation of parking lots, and shall not make any alternations, improvements or additions thereto except as provided for in this Agreement.

4. COMPENSATION AND MANAGEMENT FEE

(a) Beginning on the Effective Date of this Agreement, all "Revenue", which term as used herein shall be all amounts collected in connection with the

CITY  
AGREEMENT NO. 2007-0657



operation of the Lots, collected by Manager will be used to offset Operating Expenses (as defined below). Monthly Net Revenue shall be "Monthly Revenue" (as defined below) minus "Monthly Operating Expenses" (as defined below).

(a) (i) For purposes of this Agreement "Monthly Revenue" means the total amount of cash receipts generated from all business operations conducted upon or from the Lots, whether operated by Manager or nominees, during any one month this Agreement is in effect, without any type of deduction whatsoever.

(a)(ii) For purposes of this Agreement "Operating Expenses" means all reasonable expenses incurred in connection with the operation and maintenance of the Lots (see Exhibit C for description of estimated Operating Expenses for FY 2008).

(a)(iii) "Monthly Operating Expenses" as used herein shall mean Operating Expenses incurred or attributed for any particular calendar month.

(b) The Manager shall be responsible for collecting all Revenue, performing billings and collecting accounts receivable in relation to Manager's operation of the Lot. All Revenue will be deposited in the Manager's account, which shall be a segregated account used solely for Revenue. Manager will keep full and accurate records of billed and collected Revenue.

(c) Each month, Manager will calculate the Monthly Net Revenue and the "Monthly Owner Proceeds", which term as used herein shall be the Monthly Net Revenue minus the Management Fee (as defined below), for the immediately preceding month. Manager shall pay the Monthly Owner Proceeds

to Owner within forty-five (45) days of the first day of each calendar month in arrears. Manager shall provide brief details of the income sources in a form reasonably acceptable by Owner.

(d) On or before July 1 of each year during the Term, Manager shall prepare and submit to Owner, for Owner's review and approval, an operating budget for the next successive calendar year (the "Operating Budget"), which shall include a projection of Revenue and Operating Expenses for the ensuing year.

(e) Owner shall pay Manager a fixed fee of Five Thousand (\$5,000) per month ("Monthly Management Fee"). Such fee will first be paid from the Monthly Net Revenue, if any. If Monthly Net Revenue is not available or is not sufficient to pay the Monthly Management Fee, Manager shall notify Owner of the amount of the deficiency as provided for in this Agreement and Owner shall pay Manager the amount of the deficiency within forty-five (45) days after notice is sent to Owner by Manager.

#### 5. OWNER'S RIGHT TO AUDIT

Owner reserves the right for Owner's employees or appointees to conduct examinations, without notification, of the financial reports, files, books and records maintained for Owner by Manager no matter where such financial reports, files, books and records are located. Owner also reserves the right to perform any and all additional audit tests relating to Manager's activities, duties, and obligations hereunder, either at the Site or at any office of Manager.

## 6. INDEMNITY AND INSURANCE

Manager shall defend, indemnify and hold harmless Owner, its members, managers, officers, directors, agents, employees and volunteers from and against all demands, claims, actions, liabilities, losses, damages and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of the Agreement, caused in whole or in part by the negligent or intentional acts or omissions of Manager, its officers, directors, agents, employees, volunteers or contractors. Likewise, Owner shall defend, indemnify and hold harmless Manager, its Council, officers, directors, agents, employees and volunteers from and against all demands, claims, actions, liabilities, losses, damages and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of the Agreement, caused in whole or in part by the negligent or intentional acts or omissions of Owner, its officers, directors, agents, employees, volunteers or contractors.

It is the intention of Manager and Owner that the provisions of the aforementioned paragraph be interpreted to impose on each party responsibility to the other for the acts and omissions of their respective officers, directors, agents, employees, volunteers, and contractors. It is also the intention of Manager and Owner that, where comparative fault is determined to have been contributory, principles of comparative fault will be followed and each party shall bear the proportionate cost of any damage attributable to the fault of that party, its officers, directors, agents, employees, volunteers, and contractors.

While this Agreement is in effect, Manager, at Manager's expense, shall maintain and furnish Owner evidence of insurance set forth in Owner's "General Insurance Requirements" form attached hereto as Exhibit "B" and made a part hereof. Owner acknowledges that Manager is self-insured and agrees that Manager's program of self-insurance fulfills any and all insurance requirements provided for in Exhibit B.

## 7. IMPROVEMENTS

Subject to Owner's written consent as provided for in this Agreement, and subject to Manager obtaining any requisite governmental permits for the construction and operation of a surface commercial parking lot on the Site, Manager shall make such improvements ("Improvements") to the Site as Manager shall deem necessary for use of the Site as a commercial surface parking lot for automobiles, including, but not limited to, generally the following:

- (i) Redesign the parking layout and traffic flow patterns for the managed Site;
- (ii) Grade and pave or repave the Site for use as a parking lot;
- (iii) Construct additional drive aisles and furnish and install fencing and additional lighting standards and fixtures, including necessary wiring;
- (iv) Furnish and install cashier terminals, booths, signage and other parking control equipment; and
- (v) Such other items as Manager deems appropriate or necessary to the proper operation of the parking facility.

All such costs for Improvements shall be the sole responsibility of Owner. Any construction, reconstruction or altering of Improvements shall, at Owner's expense, be installed, constructed and maintained in accordance with applicable building and other codes, in a good and workmanlike manner to the satisfaction of Owner, and in accordance with all requirements of all departments, boards, bureaus, officials and authorities having jurisdiction in the matter. All necessary permits for such construction (including any permits required to cross public streets) shall be obtained by Manager.

#### 8. AFFECT ON INSURANCE

Manager and its agents shall not do or permit anything to be done in or about the Site nor bring nor keep anything to be done in or about the Site which will in any way increase the existing rate or affect any insurance upon the Site, or cause a cancellation of any insurance policy covering the Site or any part thereof, nor shall Manager or its agents keep, use or sell or permit to be kept, used or sold in or about the Site any articles which may be prohibited by a standard form policy of fire insurance.

#### 9. HAZARDOUS MATERIALS

Manager shall not use, generate, manufacture, produce, store, release, discharge, or dispose of , on, under or about the Site, or transport to or from the Site, any Hazardous Materials (defined below) or allow its agents or any other person or entity to do so. The term "Hazardous Materials" shall mean (i) those substances included within the definition of "hazardous substances," "hazardous materials," "toxic substances," or "solid waste" under the Comprehensive

Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. section 9601 et seq., and the Resource Conservation and Recovery Act of 1976, as amended, 42 U.S.C. sections 6901 et seq., and the Hazardous Materials Transportation Act, 49 U.S.C. sections 1801 et seq., and in the regulations promulgated pursuant to said laws; (ii) those substances listed in the United States Department of Transportation Table (49 C.F.R. 172.101 and amendments thereto) or designated by the Environmental Protection Agency (or any successor agency) as Hazardous Substances; (iii) such other substances, materials and wastes which are or become regulated under applicable local, state or federal law, or the United States government, or which are classified as hazardous or toxic under federal, state or local laws or regulations, and (iv) any material, waste or substance which is (a) petroleum, (b) asbestos, (c) polychlorinated biphenyls, (d) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act of 1977, 33 U.S.C. sections 1251 et seq., (33 U.S.C. section 1321) or listed pursuant to section 307 of the Clean Water Act of 1977 (33 U.S.C. section 1317).

#### 10. THIRD PARTIES

Manager and its agents shall not do or permit anything to be done in or about the Site which will in any way obstruct or interfere with the rights of any third parties or injure or annoy such parties or cause structural injury to the Site. Manager shall not use or allow the Site to be used for any unlawful, immoral, hazardous or objectionable purpose, nor shall Manager cause, maintain or permit

any nuisance in, on, or about the Site. Manager and its agents shall not commit or suffer to be committed any waste in or upon the Site.

#### 11. COMPLIANCE WITH LEGAL REQUIREMENTS

(a) Manager and its agents shall not use the Site or permit anything to be done in or about the Site which will in any way violate any law, statute, ordinance, order, rule, regulation or requirement of duly constituted public authorities or quasi-public authorities now in force or which may hereafter be enacted or promulgated (collectively, "Laws"). Manager shall obtain, prior to taking possession of the Site, any permits, licenses or other authorizations required for the lawful operation of its business at the Site.

(b) Site Lien-Free. Manager shall indemnify and hold Owner harmless from and keep the Site free from any liens, claims, demands, encumbrances or judgments, including all costs, liabilities and attorneys' fees with respect thereto, created or suffered by reason of any labor or services performed for, or materials used by or furnished to, Manager or its agents with respect to the Site. The foregoing obligation of Manager shall survive the termination of this Agreement; Owner shall have the right, at all times, to post and keep posted on the Site any notices permitted or required by law, or which Owner may deem proper, for the protection of Owner and the Site, and any other party having an interest therein, from mechanics' and materialmen's liens including, without limitation, a notice of non-responsibility. In the event Manager is required to post an improvement bond with a public agency in connection with any work performed by Manager on or to the Site, Manager shall include owner as an additional obligee.



(c) Notice of Lien: Bond. Should any liens be filed against, or any action be commenced affecting, the Site or Manager's interest in the Site, if any, Manager shall give Owner notice of such lien or action within three (3) days after Manager receives notice of the filing of the lien or the commencement of the action. In the event that Manager shall not, within twenty (20) days following the imposition of such lien, cause such lien to be released of record by payment or posting of a proper bond, Owner shall have, in addition to all of the remedies provided herein and by law, the right, but not the obligation, to cause the same to be released by such means as Owner shall deem proper, including payment of the claim giving rise to such lien or posting of a proper bond. All such sums paid by Owner and all expenses incurred by Owner in connection therewith, including attorneys' fees and costs, shall be payable to Owner by Manager on demand by Owner.

## 12. IMPOSITION OF CONDITIONS

Should any governmental body seek to impose any condition on approval of Manager's use of the Site or the zoning thereof, or for the issuance of any map, license, or permit, Manager covenants to notify Owner accordingly; and if such condition is unacceptable to Owner for any reason, Owner may terminate this Agreement.

## 13. CONDITION OF SITE

Manager acknowledges that neither Owner nor any agent of Owner has made any representation or warranty with respect to the condition of the Site or with respect to the suitability of the same for the conduct of Manager's business,

nor has Owner or any agent of Owner agreed to undertake any modification, alteration or improvement to the Site. Manager further acknowledges that manager has independently investigated the Site and is satisfied that the Site is suitable for manager's intended use. By taking possession of the Site, Manager shall be deemed to have accepted the Site as being in satisfactory condition and repair and to have accepted the Site in their condition existing as of the date of such possession, subject to all applicable laws, covenants, conditions, restrictions, easements and other matters of public record and any rules and regulations from time to time promulgated by Owner governing the use of the Site.

#### 14. SUBTERRANEAN FACILITIES

The absence of markers, monuments or maps indicating the presence of subterranean facilities within the Site, whether belonging to Owner or otherwise, does not constitute a warranty or representation by Owner or its agents that none exist. Manager accepts this Agreement with full cognizance of the potential presence of such facilities within the Site, acknowledging that the costs of Manager's use of the Site may increase by reason thereof, and acknowledging that the owner or owners thereof may have acquired the right to continue to maintain such facilities by the passage of time.

#### 15. NOISE LEVELS NEAR RAILROAD TRACKS

Manager hereby recognizes and acknowledge that railroad tracks are located on or adjacent to the Site (the "Tracks"). Manager recognizes that the operation of trains over the Tracks is likely to produce noise levels which may be

considered objectionable by Manager and its agents. Manager hereby waives any claim for damages for any injury or inconvenience to or interference with Manager's business, any loss of occupancy or quiet enjoyment of the Site, and any other loss occasioned by the noise produced by the operation of trains over the Tracks. Manager agrees to indemnify, defend and hold Owner and its agents harmless from and against any loss, damage, liability or expense incurred by Owner or its agents as a result of any action or complaint of any kind whatsoever initiated against Owner or its agents from Manager's agents.

#### 16. PRIOR APPROVAL OF WORK

Manager shall not, without Owner's prior written consent, make any further alterations, further improvements, or additions of any kind in, on or about the Site costing in excess of \$5,000 without the prior written consent of Owner. Any alterations, improvements or additions in, on or about the Site that Manager shall desire to make in excess of \$5,000 shall be presented to Owner in written form, with proposed detailed plans and such other information as Owner may request. If Owner shall give its written consent, the consent shall be deemed conditioned upon Manager's acquiring a permit for constructing such improvement from the appropriate governmental agencies, the furnishing of a copy thereof to Owner upon request prior to the commence of the work, and compliance by manager with all conditions of said permit in a prompt and expeditious manner.

#### 17. MAINTENANCE AND REPAIR

Manager shall keep and maintain the Site and all improvements thereon in good repair and in a neat and satisfactory condition, and shall promptly make all

repairs and replacements, subject to the provisions of paragraph 16, that may become necessary to the Site or improvements thereon, whether structural or nonstructural, ordinary or extraordinary. All notices and signs upon the Site shall be neat and properly maintained. Owner shall have the right to enter the Site at all reasonable times to inspect the same.

#### 18. UTILITIES AND SERVICES

All charges for water, gas, light, heat, power, electricity, telephone or other communication service, janitorial service, trash pick-up, sewer and all other services supplied to or consumed on the Site (collectively, "Services") directly related to this parking operation, and all taxes, levies, fees or surcharges therefore shall be the sole responsibility of Owner as an Operating Expense pursuant to Section 4 above. Manager shall be solely responsible for arranging for services to be supplied to the Site and shall contract for all of the Services in Manager's name prior to the Effective Date. The Effective Date shall not be delayed by reason of any failure by Manager to so contract for Services. The lack or shortage of Services due to any cause whatsoever shall not affect any obligation of Manager under this Agreement, and Manager shall faithfully keep and observe all the terms, conditions and covenants of this Agreement and pay all Fees due hereunder, all without diminution, credit or deduction.

#### 19. SURRENDER OF SITE

Upon termination of this Agreement, Manager, without further notice, shall deliver up to Owner possession of the Site. In the event of such failure or refusal of Manager to surrender possession of the Site, Owner shall have the right to

reenter the Site and remove therefrom Manager or any other person, firm, or corporation claiming by, through, or under Manager. Manager will have thirty (30) days after termination of this Agreement to remove any personal property and improvements from the Site.

## 20. NOTICES

All notices shall be in writing and shall be deemed to have been given when delivered personally or deposited in the United States mail, registered or certified, postage prepaid, or delivered by overnight courier, and addressed to the party to whom the notice is directed at the address set forth below. Either party may change the address for notices or Owner may change the address for payments by giving the other party written notice to that effect.

### ADDRESS FOR NOTICES

To Owner:

S. Thomas Enterprises of Sacramento, LLC  
431 I Street  
Suite 202  
Sacramento, California 95814  
Attention: Mr. Suheil J. Totah

With a copy to:

Cushing, Morris, Armbruster & Montgomery, LLP  
229 Peachtree Street, N.E., Suite 2110  
Atlanta, Georgia 30303  
Attention: Jeffrey F. Montgomery, Esq.  
Phone No.: (404) 521-2323  
Fax No.: (404) 658-9865  
E-Mail: [jfm@cmamlaw.com](mailto:jfm@cmamlaw.com)

And a copy to Manager:

Parking Services Manager  
921 10th Street, 1st Floor  
Sacramento, CA 95814

**ADDRESS FOR PAYMENTS TO OWNER**

S. Thomas Enterprises of Sacramento, LLC  
431 I Street  
Suite 202  
Sacramento, California 95814  
Attention: Mr. Suheil J. Totah

**21. ATTORNEYS' FEES**

In the event any party hereto shall bring any action or legal proceeding for damages for an alleged breach of any provision of this Agreement, to recover Fees, to enforce an indemnity obligation, to terminate the tenancy of the Site, or to enforce, protect, interpret or establish any term, condition, or covenant of this Agreement or right or remedy of either party, the prevailing party shall be entitled to recover, as part of such action or proceeding, reasonable attorneys' fees and court costs, including attorneys' and costs for appeal, as may be fixed by the court or jury.

**22. RECORDATION OF AGREEMENT**

Neither party hereto shall record this Agreement.

**23. OWNER'S RIGHT-OF-ENTRY**

Manager shall permit Owner and the agents of Owner to enter into and upon the Site at all reasonable times for the purpose of inspecting the Site, posting notices of nonresponsibility, "for lease" or "for sale" signs, exhibit the Site to prospective tenants, buyers, or lenders, protecting the Site in the event of an emergency, altering or improving the Site, conducting environmental audits, and

exercising any rights reserved by Owner pursuant to this Agreement, all without abatement of any Fees due hereunder. Manager hereby waives any claim for damages for any injury or inconvenience to or interference with Manager's business, any loss of occupancy or quiet enjoyment of the Site, and any other loss occasioned by any entry into the Site in accordance with this Section 23 or any other provision of this Agreement. Owner shall have the right to use any and all means which Owner may deem proper to open the doors and gates in an emergency, in order to obtain entry to the Site. Any entry to the Site by Owner as permitted by this Agreement shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or detainer of, the Site, or any portion thereof.

#### 24. TIME OF ESSENCE

Time is of the essence of each provision of this Agreement.

#### 25. TERMINATION OF AGREEMENT

Owner and Manager may unconditionally terminate this Agreement by providing the other party written notice no less than ninety (90) days prior to the date of termination.

Termination or expiration of this Agreement shall not release any party hereto from any liability or obligation hereunder, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to such termination or expiration.



**26. SEVERABILITY**

If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

**27. RELATIONSHIP OF PARTIES**

Nothing contained in this Agreement shall be deemed or construed by the parties or by any third person or court to create the relationship of partnership or of joint venture between Owner and Manager, and neither the method of computation of fee nor any other provisions contained in this Agreement nor any acts of the parties shall be deemed to create any relationship of owner of real property and holder of a limited agreement to use the same for the purposes set forth herein.

**28. SUCCESSORS**

The covenants, conditions and agreements contained in this Agreement shall be binding on the parties hereto and on their respective heirs, successors, assigns and legal representatives.

**29. EXHIBITS**

All exhibits attached to this Agreement shall be deemed to be incorporated herein by the individual reference to each such exhibit, and all such exhibits shall be deemed to be a part of this Agreement as though set forth in full in the body of this Agreement.

### 30. OWNER AND AGENT

The term "Owner" as used in this Agreement, so far as the covenants or obligations on the part of Owner are concerned, shall be limited to mean and include only the owner at the time in question of fee title or right to control the Site. In the event of any transfer(s) of such interest, the Owner herein named (and in the case of any subsequent transfers or conveyances, the grantor) shall have no further liability under this Agreement to Manager except as to matters of liability which have accrued and are unsatisfied as of the date of such transfer, it being intended that the covenants and obligations contained in this Agreement on the part of Owner shall be binding on Owner and its successors and assigns only during and in respect of their respective period of ownership of the fee; provided that any funds in possession of Owner or the then grantor and as to which Manager has an interest, less any deductions permitted by law or this Agreement, shall be turned over to the grantee. The covenants and obligations of Owner as contained in this Agreement shall, subject to the provisions of this Section 30, be binding upon each Owner and such Owner's heirs, personal representatives, successors and assigns only during its respective period of ownership. Except as provided in this Section 30, this Agreement shall not be affected by any transfer of Owner's interest in the Site, and Manager shall attorn to any transferee of Owner.

31. AUTHORITY

The undersigned parties hereby warrant that they have proper authority and are empowered to execute this Agreement on behalf of Owner and Manager, respectively.

32. CAPTIONS

The Captions contained in this Agreement are for purposes of convenience only and are not to be used to interpret or construe this Agreement.

33. MANAGER'S ESTOPPEL.

Manager shall, from time to time, upon not less than ten (10) days prior written request by Owner, execute, acknowledge and deliver to Owner a written statement certifying that this Agreement is unmodified and in full force and effect (or, if there have been modifications, that the same is in full force and effect as modified and stating the modifications), the dates to which the Fees have been paid, that Manager has no offsets or defenses against Owner under this Agreement, and whether or not to the best of Manager's knowledge Owner is in default hereunder (and if so, specifying the nature of the default), it being intended that any such statement delivered pursuant to this paragraph may be relied upon by a prospective purchaser of Owner's interest or by a mortgagee of Owner's interest or assignee of any security deed upon Owner's interest in the Site.

**34. COUNTERPARTS**

This Agreement may be signed in counterparts, each of which shall be deemed an original but all of which, when taken together, shall be one and the same agreement.

**35. ENTIRE AGREEMENT AND AMENDMENT**

This Agreement sets forth the entire agreement between the parties with respect to the use of the Site and supersedes all prior agreements, communications, and representations, oral or written, express or implied, since the parties intend that this be an integrated agreement. No addition to, or modification of, any term or provision of this Agreement shall be effective until and unless such addition or modification is set forth in written instrument signed by both Owner and Manager.

[Signatures on following page]

DATED: 6-13-07

OWNER:  
S Thomas Enterprises of Sacramento, LLC

BY: [Signature]

Its: VICE PRESIDENT

DATED: 6/26/07

MANAGER:  
CITY OF SACRAMENTO,  
a Municipal Corporation

BY: [Signature]

By: Marty Hanneman, Asst. City Manager  
For: Ray Kerridge, City Manager

APPROVED AS TO FORM:

BY: [Signature]  
DEPUTY CITY 6-13-07  
ATTORNEY

ATTEST:

BY: [Signature]  
CITY CLERK  
ant 6-27-07

CITY  
AGREEMENT NO. 2007-0657

CITY  
AGREEMENT NO. 2007-0657



**EXHIBIT B**  
**GENERAL INSURANCE REQUIREMENTS**  
**("GIR")**

Owner shall be furnished evidence of insurance in connection with the foregoing Agreement. Such insurance shall be written by an insurance company having a Best's rating of B+13 or better and licensed to do business in the state where the Site is located, meeting the requirements stated below in form satisfactory to Owner, for each of the following types of insurance in amounts not less than the amounts herein specified.

**Liability Insurance Requirements**

1. **COMPREHENSIVE GENERAL LIABILITY INSURANCE OR COMMERCIAL GENERAL LIABILITY INSURANCE ON AN OCCURRENCE BASIS shall have a combined single limit of not less than \$2,000,000 per occurrence and shall provide for the following:**
  - a) such insurance is primary, without right of contribution from other insurance which may be in effect.
  - b) such insurance shall not be invalidated by the acts or omissions of other insureds.
  - c) Such insurance shall be materially modifiable or cancelable without thirty (30) days' prior written notice to Owner (except in the case of cancellation for nonpayment of premium in which case cancellation shall not take effect until at least ten (10) days' notice has been given to Owner). This provision is referred to below as "Notice of Modification or Cancellation."
  - d) Owner shall be named as additional insured.
  - e) Contractual liability with deletion of the exclusion for operations within fifty (50) feet of railroad, track and deletion of the exclusion of explosion, collapse, or underground hazard, if applicable. (NOTE: For any license or permit involving property within fifty (50) feet of track, the exclusion for operations within fifty (50) feet of track will apply unless eliminated by endorsement).
  - f) Site, products/completed operations, and personal injury coverage.
  - g) Severability-of-interest clause.
  - h) In the case of commercial general liability insurance, the policy must also provide for aggregate coverage at each location and for reinstatement of the aggregate in the event the limits of the policy are exhausted.
  - i) If the proposed use of the Site involves a hazard which poses particular risk to the environment, the policy must cover sudden and accidental pollution on a named-peril basis to address the hazard.
  
2. **COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE shall have a combined single limit of not less than \$2,000,000 per occurrence and shall provide for the following:**
  - a) Such insurance is primary, without right of contribution from other insurance which may be in effect.
  - b) Such insurance shall not be invalidated by the acts or omissions of other insureds.
  - c) Notice of Modification or Cancellation. d) Severability-of-interest-clause.

3. **WORKERS' COMPENSATION INSURANCE** shall have limits not less than those required by statute, shall cover all persons employed by Owner in the conduct of its operations on the Site and shall provide for the following:
  - a) Waiver of subrogation against Owner.
  - b) Notice of modification or Cancellation
  - c) All states endorsements.
  - d) Coverage for Longshore and Harbor Workers Act, if applicable.
4. **EMPLOYERS' LIABILITY INSURANCE** shall have a limit of not less than \$1,000,000 and shall be endorsed to provide for (a) Notice of modification or Cancellation and (b) waiver of subrogation against Owner.
5. **UMBRELLA OR EXCESS LIABILITY INSURANCE** will provide that if the underlying aggregate is exhausted, the excess coverage will drop down as primary insurance, and will provide for Notice of Modification or Cancellation.



**Thomas Enterprises - Sacramento Valley Station Overflow Parking Lots  
Estimated FY2008 Budget ( July 07 - June 08)**

<b>Revenue</b>	July	August	September	October	November	December	January	February	March	April	May	June	Total
Monthly Contracts	47,000	47,000	47,000	47,000	47,000	47,000	47,000	47,000	47,000	47,000	47,000	47,000	564,000
Daily Parkers	21,000	21,000	21,000	21,000	21,000	21,000	21,000	21,000	21,000	21,000	21,000	21,000	252,000
<b>Total Revenue</b>	<b>68,000</b>	<b>68,000</b>	<b>68,000</b>	<b>68,000</b>	<b>68,000</b>	<b>68,000</b>	<b>68,000</b>	<b>68,000</b>	<b>68,000</b>	<b>68,000</b>	<b>68,000</b>	<b>68,000</b>	<b>816,000</b>
<b>Expenses</b>													
<b>Labor</b>													
Attendant	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	14,400
Maintenance	300	300	300	300	300	300	300	300	300	300	300	300	3,600
Collections	600	600	600	600	600	600	600	600	600	600	600	600	7,200
Payroll Tax & Burden	714	714	714	714	714	714	714	714	714	714	714	714	8,568
<b>Sub-total</b>	<b>2,814</b>	<b>2,814</b>	<b>2,814</b>	<b>2,814</b>	<b>2,814</b>	<b>2,814</b>	<b>2,814</b>	<b>2,814</b>	<b>2,814</b>	<b>2,814</b>	<b>2,814</b>	<b>2,814</b>	<b>33,768</b>
Insurance	2,940	2,940	2,940	2,940	2,940	2,940	2,940	2,940	2,940	2,940	2,940	2,940	35,280
Bank Fee	315	315	315	315	315	315	315	315	315	315	315	315	3,780
Power Sweeping	350	350	350	350	350	350	350	350	350	350	350	350	4,200
Supplies	350	350	350	350	350	350	350	350	350	350	350	350	4,200
Phone	75	75	75	75	75	75	75	75	75	75	75	75	900
Printing	250	250	250	250	250	250	250	250	250	250	250	250	3,000
Security	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	12,000
Uniforms	75	75	75	75	75	75	75	75	75	75	75	75	900
Utilities	500	500	500	500	500	500	500	500	500	500	500	500	6,000
<b>Sub-total</b>	<b>5,855</b>	<b>5,855</b>	<b>5,855</b>	<b>5,855</b>	<b>5,855</b>	<b>5,855</b>	<b>5,855</b>	<b>5,855</b>	<b>5,855</b>	<b>5,855</b>	<b>5,855</b>	<b>5,855</b>	<b>70,260</b>
Administrative Overhead	586	586	586	586	586	586	586	586	586	586	586	586	7,026
Management Fee	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	60,000
<b>Total Expenses</b>	<b>14,255</b>	<b>14,255</b>	<b>14,255</b>	<b>14,255</b>	<b>14,255</b>	<b>14,255</b>	<b>14,255</b>	<b>14,255</b>	<b>14,255</b>	<b>14,255</b>	<b>14,255</b>	<b>14,255</b>	<b>171,054</b>
Net Receipts	53,746	53,746	53,746	53,746	53,746	53,746	53,746	53,746	53,746	53,746	53,746	53,746	644,946

## **RESOLUTION NO. 2007-435**

Adopted by the Sacramento City Council

June 26, 2007

### **PARKING OPERATIONS MANAGEMENT AGREEMENT WITH S. THOMAS ENTERPRISES OF SACRAMENTO, LLC.**

#### **BACKGROUND**

- A. On December 28, 2006 the City entered into a Parking Operations Management Agreement with S. Thomas Enterprises of Sacramento, LLC. ("Thomas") whereby the City would manage surface parking lots on property owned by Thomas. These lots, containing 588 parking spaces, are located at 6<sup>th</sup> & H Streets and 7<sup>th</sup> & G Streets, adjacent to the downtown rail yards. The agreement expired March 28, 2007.
- B. To continue providing convenient parking to patrons of the Sacramento Valley Station and to surrounding businesses, the City would like to enter into a new 3-year agreement with a 3-year option.
- C. Each month, the City will calculate the amount of revenue collected from its operation of the lots during the prior month. From this amount, the City will pay Thomas an amount equal to total revenue less operating expenses and a City management fee of \$5,000.
- D. For the time period between the expiration of the prior agreement on March 27, 2007 and the commencement date of the new agreement, Thomas will compensate the City a management fee of \$5,000 per month.

#### **BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:**

- Section 1. The City Manager is authorized to execute an agreement with S. Thomas Enterprises of Sacramento, LLC authorizing the City to manage parking lots located at 6<sup>th</sup> & H Streets and 7<sup>th</sup> & G Streets, adjacent to the Sacramento Valley Station owned by Thomas for a term of three years with one option to extend for an additional three years and providing a \$5,000.00 monthly management fee to be paid to the City.
- Section 2. The City's management of the Thomas parking lots following the expiration of the prior parking operations management agreement on March 27, 2007 through commencement of the new parking agreement on the terms and conditions of the new parking agreement including the \$5,000 monthly management fee and release of parking revenue collected by the City and due to Thomas is authorized.

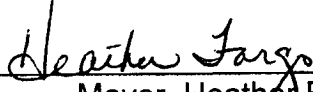
Adopted by the City of Sacramento City Council on June 26, 2007 by the following vote:

Ayes: Councilmembers, Cohn, Fong, Hammond, McCarty, Pannell, Sheedy,  
Tretheway, Waters, and Mayor Fargo.

Noes: None.

Abstain: None.

Absent: None.

  
\_\_\_\_\_  
Mayor, Heather Fargo

Attest:

  
\_\_\_\_\_  
Shirley Concolino, City Clerk



# City of Sacramento Contract Cover and Routing Form

Requires Council Approval:  No  YES Meeting: 06/26/07

### General Information

Type: Other

CHANGE: None CH #:   
 Original Contract #:

\$ Not to Exceed: \$ N/A

Contractor: S. Thomas Enterprises

Project Name: Parking Agreement: Thomas Enterprises

Project Number:

Bid Transaction #: E/SBE-DBE-M/WBE: 0%

### Department Information

Department: Transportation

Division: Parking Services

Project Mgr: Paul Sheridan

Supervisor: Sharon Liu

Contract Services:

Section Manager: NA

Phone Number: 808-6817

Division Manager: Howard Chan

Comment:

Org Number: 3461

### Review and Signature Routing

Department	Signature or Initial	Date
Contract Services:	N/A	
Project Mgr:	<i>Paul Sheridan</i>	6/13/07
Supervisor:	<i>Sharon Liu</i>	6-13-07
Section Manager:	N/A	
Division Manager:	<i>Howard Chan</i>	6-13-07

City Attorney	Signature or Initial	Date
City Attorney:	<i>Paul D. ...</i>	6-13-07

Send Interoffice Mail  Notify for Pick Up

Authorization	Signature or Initial	Date
Department Director, Jerry Way Concurrence here only:	<i>Jerry Way</i>	6-13-07
City Manager:	<i>W. ...</i>	6-18-07

**For City Clerk Processing Finalized:**

Initial: *DRB* Date: *6-27-07*

**Imaged:**

Initial: *CT* Date: *6-29-07*

**Resolution No:** (If Applicable)

2007-0435

**Contract No:**

2007-0657

**Received:** (City Clerk Stamp Here)

RECEIVED  
 CITY OF SACRAMENTO  
 BUDGET & POLICE DIVISION  
 JUN 14 11:11 AM '07

**This coversheet is to remain with the original signed Contract.**

## Responsibility

**General Information:** May be completed by Project Manager or Contract Services.

**Department Information:** May be completed by Project Manager or Contract Services.

**Review and Signature Routing:**

**Department**

Project Manager: Verification of Technical Specs.

Accounting: Verification of Funding Sources.

Contract Services: BOT Number, Insurance, Bonds, Solicitation (BID, RFP, RFQ, RFI, Quote, Sole Source, or Emergency), Contractor Signatures, E/SBE, DBE or M/WBE Project Participation.

**City Attorney**

Approval of Contract Form and Bonds (if applicable)

Verification that Insurance Documents are Included (if required for contract approval)

**Authorization**

Department Director: Review All Contracts; Signing Authority <\$100,000

City Manager: Signing Authority delegated for < \$100,000

Signing Authority delegated to Assistant City Manager for = or > \$100,000

**AFTER** Council Authorization

### Types of Contracts

Type	City Code	Type	City Code
Commodity	<b>3.56</b>	Reimbursement/Credit	
Development	<b>18.16</b>	Settlement	
Grant		Supplies	<b>3.56</b>
Hold Harmless			
Individual Participation			
Master Services			
Memorandum			
Non-Professional Services	<b>3.56</b>		
Owner Participation		<b>Received City Clerk (2<sup>nd</sup> Receipt)</b>	
Professional Services	<b>3.64</b>		
Public Project	<b>3.60</b>		
Real Property Lease City Owned	<b>3.68</b>		
Real Property Sale City Owned	<b>3.88</b>		
Real Property Non-City Owned (NCO)			