

VIRTUAL MEETING OF THE ADVISORY PARKING COMMITTEE
WEDNESDAY, May 5, 2021 @ 7:30am
<https://zoom.us/j/98209276859> or dial: 877 853 5247 US Toll-free,
Meeting ID: 982 0927 6859

1. Roll Call
2. Introductions
3. Review of the Agenda
4. Approval of Minutes, April 7, 2021
5. Parking Structure Internet Upgrade
6. Credit card processing fees
7. Meeting Open to the Public for items not on the Agenda
8. Miscellaneous Communications
9. Next Meeting – June 2, 2021
10. Adjournment

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City of Birmingham
Advisory Parking Committee
Regular Meeting

Held Remotely Via Zoom And Telephone Access
Wednesday, April 7, 2021

Minutes

These are the minutes of the Advisory Parking Committee ("APC") regular meeting held on Wednesday, April 7, 2021. The meeting was called to order at 7:30 a.m. by Chair Al Vaitas.

1. Rollcall

Present: Chair Al Vaitas
Vice-Chair Richard Astrein
Steven Kalczynski
Lisa Krueger
Mary-Claire Petcoff
Lisa Silverman (arrived 7:40 a.m.)

(all members were located in Birmingham, MI except Mr. Astrein, who was located in Huntington Woods, MI, and Chair Vaitas, who was in Bloomfield Hills, MI.)

Absent: Aaron Black
Anne Honhart
Judith Paskiewicz
Jennifer Yert

SP+ Parking: Catherine Burch
Sarah Burton
Chris Tretter

ParkMobile: Abby Minyono

Administration: Scott Grewe, Patrol Commander
Mike Albrecht, Police Commander
Eric Brunk, IT Manager
Laura Eichenhorn, City Transcriptionist

2. Introductions

None.

3. Review of the Agenda

Cmdr. Grewe recommended that the ParkMobile update be moved from the beginning of the agenda to the end since Abby Minyono of ParkMobile had not yet joined the meeting.

Motion by Mr. Astrein

Seconded by Ms. Krueger to move the ParkMobile update from the beginning of the meeting agenda to the end.

Motion carried, 5-0.

ROLL CALL VOTE

Yeas: Astrein, Krueger, Vaitas, Kalczynski, Petcoff

Nays: None

4. Approval Of Minutes: Meeting Of March 3, 2021

Chair Vaitas noted that on the first page '2020' should be changed to '2021'. He also recommended that Mr. Astrein's position as Vice-Chair be recorded as part of roll call.

Motion by Mr. Astrein

Seconded by Ms. Krueger to approve the minutes of the regular APC meeting of March 3, 2021 as amended.

Motion carried, 5-0.

ROLL CALL VOTE

Yeas: Astrein, Krueger, Vaitas, Kalczynski, Petcoff

Nays: None

5. Parking Structure Internet Upgrade

IT Manager Brunk presented the item. He explained he only sought a bid from Crown Castle since it already provides internet to other municipal properties in the City, including City Hall.

In response to a question from Mr. Kalczynski, IT Manager Brunk said the City's guidelines for RFPs require multiple bids unless the City can demonstrate a reason for a sole source. Since Crown Castle already has fiber running past most of the structures in the City, the cost of Crown Castle performing the internet upgrades would likely be substantially lower than any other provider could offer. He said that was the reason for the single bid.

Ms. Krueger said she saw the benefit of having the same internet service provider for multiple municipal locations.

A number of APC members said they would prefer to review more than one quote to maintain civic trust in the vendor selection process.

IT Manager Brunk said he would return to the APC with other bids for the project.

Motion by Mr. Kalczynski

Seconded by Mr. Astrein to continue pursuing internet connection upgrades at all five (5) of the parking structures and to review additional bids for the project.

Motion carried, 6-0.

ROLL CALL VOTE

Yeas: Kalczynski, Astrein, Krueger, Vaitas, Petcoff, Silverman

Nays: None

6. Amenity Bays / Electric Vehicle Charging Stations

Ms. Burton presented the recommendations from SP+ regarding amenity bays in the parking structures.

Given the past year's decrease in revenue for the parking fund due to the Covid-19 pandemic, there was consensus among the APC members that now was not the appropriate time to recommend the capital outlay required to do a pilot run of an amenity bay in the parking structures.

Concerns were also raised about removing two spaces to install an amenity bay given the historic demand on the City's parking system.

Two APC members reported asking other Birmingham residents about their potential interest in amenity bays in the parking structures. Those APC members said none of the residents they asked expressed interest.

Other APC members commented that people visiting Birmingham to shop, dine or work would be unlikely to want to use the amenity bays, and that many residents and visitors to Birmingham would be more likely to use the same services offered by the amenity bays elsewhere.

Motion by Mr. Kalczynski

Seconded by Dr. Silverman to re-evaluate the SP+ proposal regarding amenity bays in one (1) year.

Motion carried, 6-0.

ROLL CALL VOTE

Yeas: Kalczynski, Silverman, Astrein, Krueger, Vaitas, Petcoff

Nays: None

Ms. Burch presented the recommendations from SP+ regarding electric vehicle charging stations in the parking structures.

The APC members agreed that the City would likely need to install EV charging stations in the future and that further study of the options would be appropriate.

Mr. Kalczynski stated that the Townsend Hotel received EV charging stations from Tesla at a discounted rate as an incentive to install their specific charging stations. He said the charging stations are used 'all the time'. He recommended that the City look into options for other possible incentives from companies for EV charging stations.

Dr. Silverman noted that the EV charging technology is likely to change quickly, and that the City should invest conservatively in EV charging stations initially in order to avoid ending up with an excess of out-of-date equipment. She also said any expenditure should wait until the parking fund has started bringing in revenue again.

Chair Vaitas said that the City should make sure to pursue any federal funds that may be available for installing EV charging stations.

Motion by Mr. Astrein

Seconded by Mr. Kalczynski to direct staff and SP+ to conduct more research regarding EV charging station options and to return to the APC with their findings.

Motion carried, 6-0.

ROLL CALL VOTE

Yeas: Astrein, Kalczynski, Silverman, Krueger, Vaitas, Petcoff

Nays: None

7. ParkMobile Update

Cmdr. Grewe introduced the item. Ms. Minyono provided a brief overview of updated ParkMobile features.

Chair Vaitas thanked Ms. Minyono for the presentation.

8. Parking Manager Recruitment

Cmdr. Grewe presented the item.

Per a comment from Chair Vaitas, Cmdr. Grewe confirmed that 'chair' in the ninth bullet point on page two would be changed to another verb since elected APC members chair the meeting.

9. Meeting Open to the Public for items not on the Agenda

Mr. Astrein asked that APC members' aggregated meeting attendance records be included in future agenda packets. He explained that the records should be updated every month to reflect the most recent meeting's attendance.

Cmdr. Grewe said he would do that.

Cmdr. Albrecht said he would return to the APC with the different charges paid by the City for credit card processing fees.

Advisory Parking Committee Proceedings
April 7, 2021

10. Miscellaneous Communications
11. Next Meeting: Wednesday, May 5, 2021
12. Adjournment

No further business being evident, the meeting adjourned at 8:59 a.m.

Patrol Commander Scott Grewe

DATE: 05/05/2021

TO: Advisory Parking Committee

FROM: Eric Brunk, IT Manager

SUBJECT: Upgrade Internet Connections to Parking Structures

The current internet connections at the parking structures are unreliable and do not carry the bandwidth needed for future expansion of equipment and features.

The IT department suggests upgrading the current connections to fiber for expandability and reliability and has worked with our current internet vendor (Crown Castle) to get a quote for the upgraded service. The APC requested that the IT department come back with a total of 3 quotes for comparability and we are resubmitting this report with that added information.

As we discussed before the parking system has been plagued with internet outages in the structures during operations causing system connection issues and patron frustration.

The dates gathered are from the 2019 season. As you know for most of 2020 and so far in 2021 the systems have been offline due to free parking in the structures.

In 2019 SP+ reported the following outages. 1-3-19, 1-22-19, 4-5-19, 9-17-19, 10-9-19 and 11-27-19. During those outages the system was non responsive causing patron frustration as they could not enter or exit the structure. To remedy the problem the gates were locked open to allow patrons to enter and exit the parking structures causing a loss of revenue.

Crown Castle, our current internet provider, has put together a proposal for upgrading the connection in each of the garages to fiber and pulling the data connections back to City Hall for centralized management and connectivity. This will allow for increased speed and reliability for the current equipment and an increase in options for future equipment upgrades and projects slated for the structures. Crown Castle already has fiber running past most of the structures in the city so buildout should be quick and cost effective.

Currently there are requests for the police department to place security cameras in the structures as well as a proposal for placing Kiosks in the structures and possibly a replacement of the gate equipment. These projects will need a reliable high speed connection back to city hall.

The current provider for those locations is Clear Rate – the IT department reviewed a bills from 2020 to get an idea on what we currently pay for connectivity.

The total cost for all garages is \$1392.29 monthly with some variation for a 10Mbps connection.

The proposal from Crown castle offers 2 connection types, managed fiber connections and dark fiber connections.

There are two cost solutions for each connection type based on the length of contract. That proposal is attached for your review.

The cost overview for each type and length of contract are as follows.

Managed Fiber Ethernet 100Mbps:

36 month term \$2850.00 a month

60 month term \$2400.00 a month

Dark Fiber Up to 10 Gbps:

36 month term \$4200.00 a month

60 month term \$3700.00 a month

The Managed Fiber Ethernet connection includes the endpoint hardware, is a full connectivity solution and can be increased if needed for an additional cost per bandwidth.

The Dark fiber connection will incur additional costs as the city would need to purchase the end point equipment for each end of the dark fiber connection and manage that equipment.

The IT department recommends the managed fiber solution as that gives us a better cost for service and the ability to change speeds as needed at an additional cost for that increased speed.

The IT department has requested comparative quotes for a managed fiber solution from Comcast and Clear Rate as directed by the APC.

Clear Rate:

Managed Ethernet:

Install fee: \$2994.00

36 month: \$2094.00 per month

60 month: \$1794.00 per month

Comcast:

Managed Ethernet:

36 month: \$3250.00 per month

While Clear Rate surprisingly does have a slightly lower monthly cost for their 36 month proposal the IT department still suggests going with the Crown Castle 36 month proposal for the connectivity to the garages as we are striving to get to a single vendor for our building connectivity.



The fiber network that can take you anywhere.

City of Birmingham

October 19, 2020

Our strength and stability help us deliver long-term value.

\$5.8B+

annual revenue¹

**NYSE
S&P 500**

company

9,000+

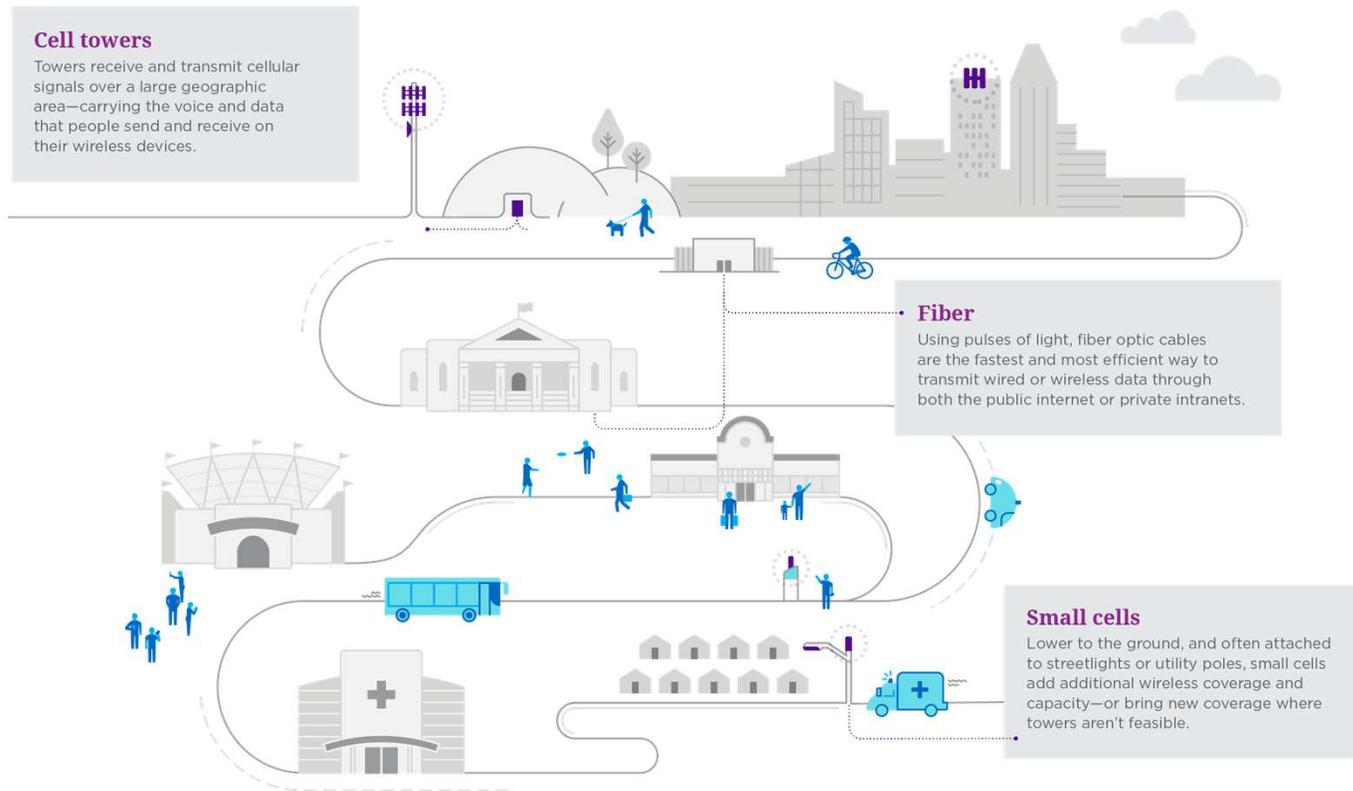
customers—a
proven track record.

25

years owning and
operating network
assets.

1. Q3 2019 LTM net revenue

With a comprehensive portfolio of infrastructure that is unique and unmatched.



The right mix of solutions for your organization.

Dark Fiber

Unlimited bandwidth with all the control you require using your own optical resources.

Wavelength

Fully managed, private, point-to-point solutions with dedicated bandwidth from 1Gbps to 100Gbps.

Ethernet

Switched and dedicated Ethernet services from 10Mbps to 10Gbps with multiple configurations.

Private Networks

Fully managed Ethernet or Wavelength solutions with the security, performance, and dedicated bandwidth you need.

Internet Access

High-performance DIA from 50Mbps to 10Gbps+ with options for bursting and bundling with Ethernet.

Cloud Connect

Numerous access points to AWS, Google, Azure and other key Cloud Service Providers.

Colocation

100+ colo facilities with high-bandwidth connectivity to our network, carrier hotels, data centers and more.

Long Haul

Nationwide long haul Ethernet and Wavelength solutions.

Added Solutions

Optical Encryption, Distributed Denial of Service (DDoS), and Video Transport.

A commitment to service and support.

We mobilize response teams around-the-clock.

- Network Operations Center (NOC)
 - Full-time employees – never outsourced
 - Direct access to a technician
 - Generator and UPS protected facilities
 - Geographically diverse NOC locations
- Emergency response teams skilled in disaster preparedness and response
 - Strategic positioning of resources before disaster strikes

24/7/365

active network surveillance to ensure systems remain up and running

99.999

we strive for the highest level of network uptime

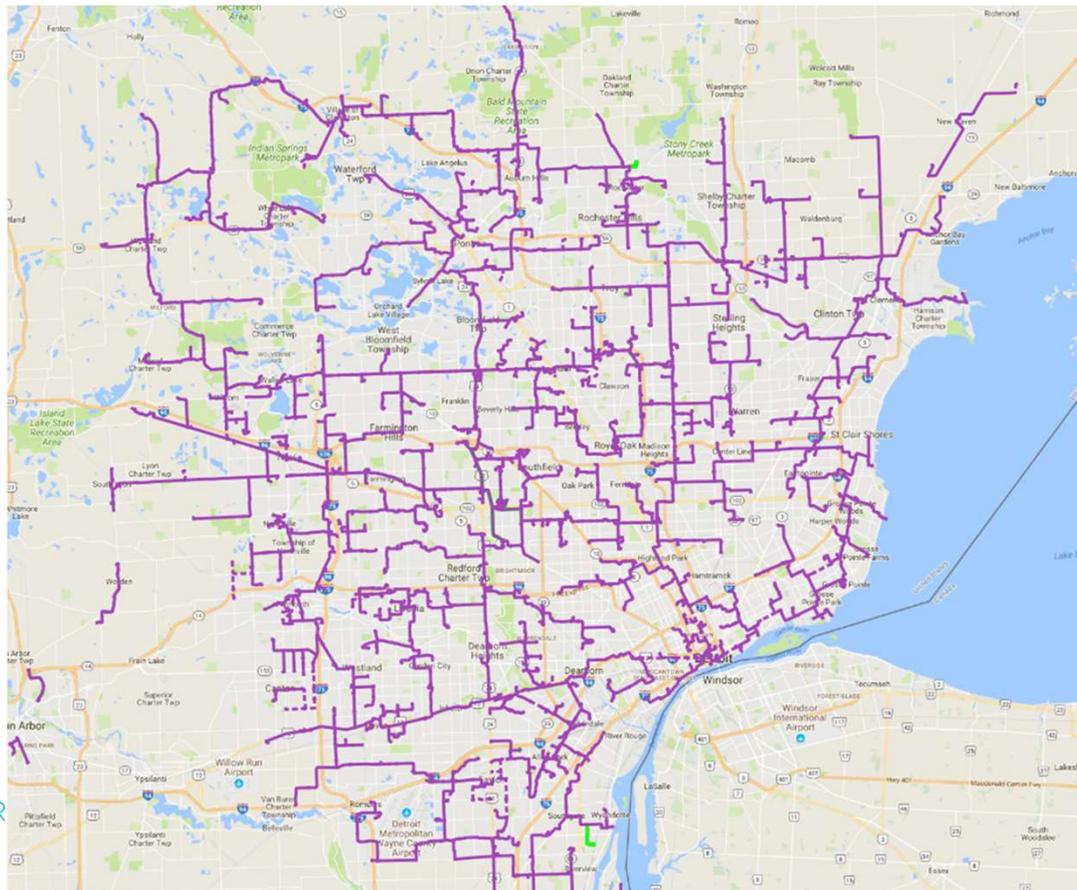
90%

of issues are resolved within the NOC and require no further escalation

2x

per year, we conduct weather and disaster simulation tests

We design our network to provide metro Detroit customers with the best solutions.

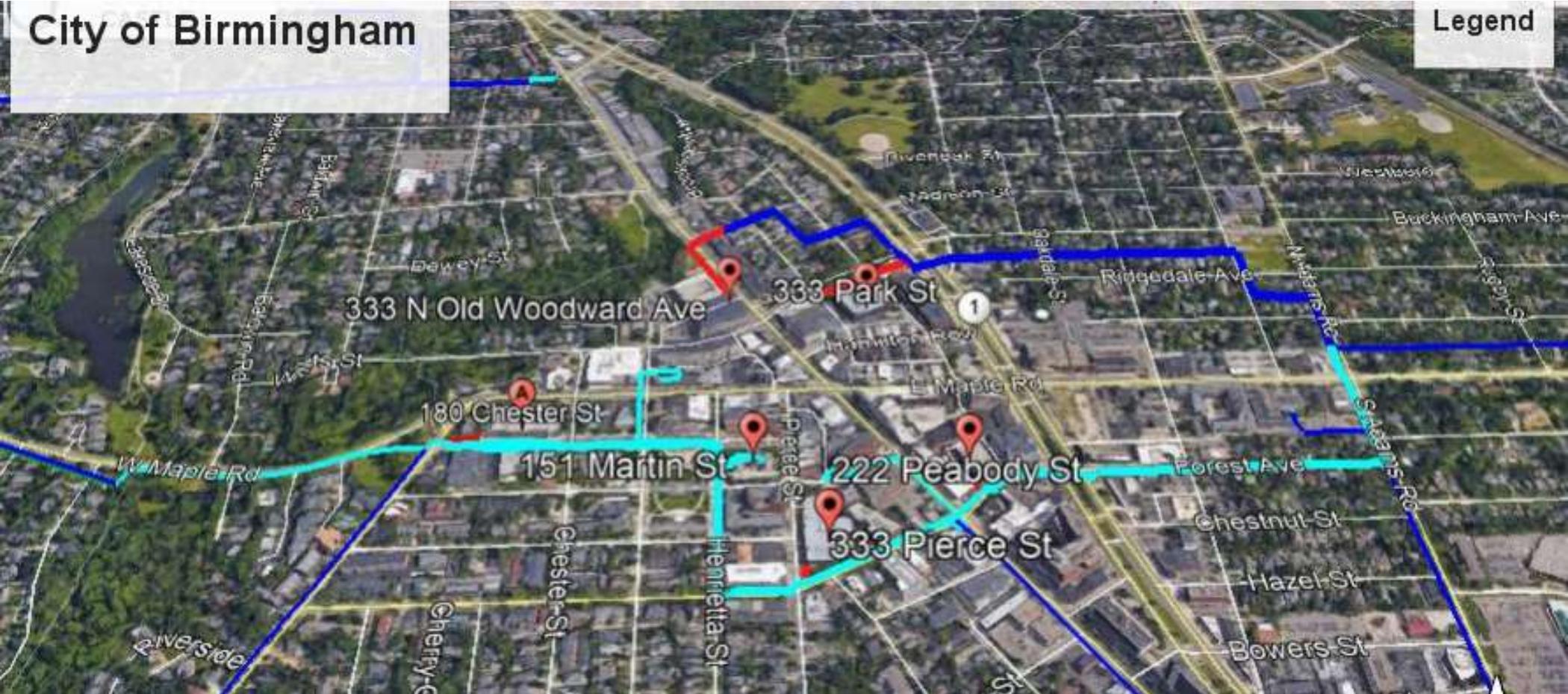


New Fiber Optic Service for Garages

- New Fiber Optic service will increase speed and reliability for the garages. This should lead to increased profitability (interrupted transactions) and client satisfaction over the current cable modem solution.
- Fiber is a long-term strategy and very scalable for future growth.
- Crown Castle already provides fiber-optic Internet service to the City and has a detailed plan to extend Crown Castle-owned fiber to the parking garages.
- The new Crown Castle-owned fiber will also enable additional small-cell technologies under discussion.

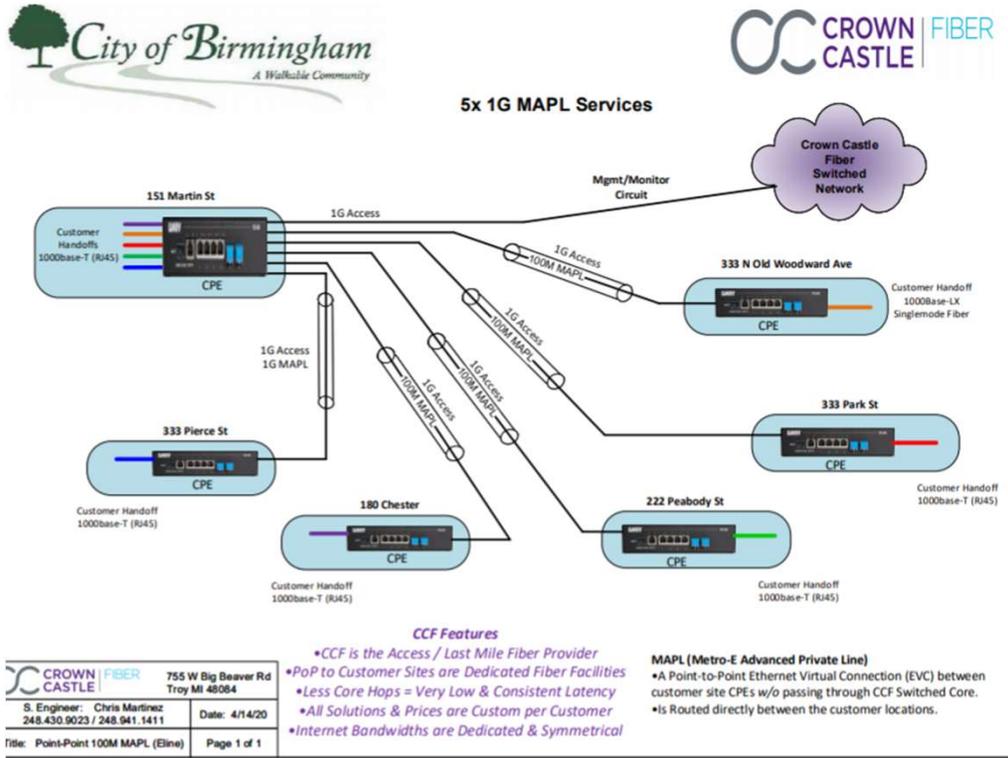


City Hall (Hub for parking garages and existing Internet service)



City of Birmingham, 5 parking garages

Proposed Ethernet design



Proposed solutions City of Birmingham (Ethernet)

Solution	Location	Term	NRC	MRC
Five Parking Garage locations connecting back to City Hall, 5 x 100 Mbps Metro Advanced Private Line	333 Park St., 333 N. Old Woodward, 222 Peabody, 333 Pierce, 180 Chester St. back to 151 Martin St.	36 months	\$0	\$2,850.00 / month
Five Parking Garage locations connecting back to City Hall, 5 x 100 Mbps Metro Advanced Private Line	333 Park St., 333 N. Old Woodward, 222 Peabody, 333 Pierce, 180 Chester St. back to 151 Martin St.	60 months	\$0	\$2,400.00 / month

Proposed solutions City of Birmingham (dark fiber)

Solution	Location	Term	NRC	MRC
Five Parking Garage locations connecting back to City Hall, 2 dark fibers dedicated to each site, approximately 5+ miles	333 Park St., 333 N. Old Woodward, 222 Peabody, 333 Pierce, 180 Chester St. back to 151 Martin St.	36 months	\$0	\$4,200.00 / month
Five Parking Garage locations connecting back to City Hall, 2 dark fibers dedicated to each site, approximately 5+ miles	333 Park St., 333 N. Old Woodward, 222 Peabody, 333 Pierce, 180 Chester St. back to 151 Martin St.	60 months	\$0	\$3,700.00 / month

Why Crown Castle Fiber?

LARGEST NETWORK	UNPARALLELED RELIABILITY	CUSTOMER-CENTRIC SOLUTIONS	DEMONSTRATED INNOVATION
<ul style="list-style-type: none">> Own, operate, and lease 75k+ route miles of fiber> 32k+ on-net locations> 900+ connected data centers, PoPs, COs> More diverse paths and unique routes> Nearly 100 offices nationwide	<ul style="list-style-type: none">> Offer 99.999% availability, striving for the highest level of network uptime> Emergency response team (aCERT)> 24/7 NOC support> Strong SLAs> Dedicated account team for every customer	<ul style="list-style-type: none">> Customer-first culture drives every aspect of our business> Custom designed solutions built with quality> Full transparency in fiber routes> Comprehensive suite of networking solutions	<ul style="list-style-type: none">> Setting the stage for next-gen networks and smart communities> Scalability to meet the needs of business applications—today and tomorrow> Future-proof technologies for complex solutions

Your team of fiber experts.

Sales

Kelly Locke
Account Executive
(248) 430-9035
Kelly.locke@crowncastle.com

Sales Engineering

Chris Martinez
Sales Engineer
(248) 430-9023
Chris.Martinez@crowncastle.com

Client Services

Aleksandra Harris
Client Services Manager
(312) 955-3164
Aleksandra.Harris@crowncastle.com

Network Operations

24/7/365 NOC
855-93-FIBER, Option #
FiberSupport@crowncastle.com

Service Management

STEVEN DEBALSO
Project Manager
(585) 743-1786
Steven.debalso@crowncastle.com



PROPOSAL

Presented to:



By:



Bank of America Building
2600 W. Big Beaver Rd., Ste. 450
Troy, MI 48084

Zac Matthews
zmatthews@clearrate.com
248.556.4518

SCOPE OF SERVICE

Company Name:
City of Birmingham
Service Installation Address:
Multiple Locations

Proposal Date: 4/22/2021
Agreement Term: 36 Months
Proposal Expires: 5/22/2021

Proposed Services

<u>151 Martin St. Birmingham, MI 48009</u>	<u>Units</u>	<u>Cost</u>	<u>Install</u>	<u>Total Install</u>	<u>Total</u>
<u>BroadBeam Fiber Ethernet Access</u>	1	\$349.00	\$499.00	\$499.00	\$349.00
Access Fee	1	\$0.00	\$0.00	\$0.00	\$0.00
Access Port - 100 Mbps	1	\$0.00	\$0.00	\$0.00	\$0.00
Fiber Customer Premises Equipment	1	\$0.00	\$0.00	\$0.00	\$0.00
Fiber Entrance Facility	1	\$0.00	\$0.00	\$0.00	\$0.00
Managed Service	1	\$0.00	\$0.00	\$0.00	\$0.00

<u>333 N. Old Woodward Birmingham, MI 48009</u>	<u>Units</u>	<u>Cost</u>	<u>Install</u>	<u>Total Install</u>	<u>Total</u>
<u>BroadBeam Fiber Ethernet Access</u>	1	\$349.00	\$499.00	\$499.00	\$349.00
Access Fee	1	\$0.00	\$0.00	\$0.00	\$0.00
Access Port - 100 Mbps	1	\$0.00	\$0.00	\$0.00	\$0.00
Fiber Customer Premises Equipment	1	\$0.00	\$0.00	\$0.00	\$0.00
Fiber Entrance Facility	1	\$0.00	\$0.00	\$0.00	\$0.00
Managed Service	1	\$0.00	\$0.00	\$0.00	\$0.00

<u>333 Park St. Birmingham, MI 48009</u>	<u>Units</u>	<u>Cost</u>	<u>Install</u>	<u>Total Install</u>	<u>Total</u>
<u>BroadBeam Fiber Ethernet Access</u>	1	\$349.00	\$499.00	\$499.00	\$349.00
Access Fee	1	\$0.00	\$0.00	\$0.00	\$0.00
Access Port - 100 Mbps	1	\$0.00	\$0.00	\$0.00	\$0.00
Fiber Customer Premises Equipment	1	\$0.00	\$0.00	\$0.00	\$0.00
Fiber Entrance Facility	1	\$0.00	\$0.00	\$0.00	\$0.00
Managed Service	1	\$0.00	\$0.00	\$0.00	\$0.00

Initial: _____

SCOPE OF SERVICE

Company Name:
City of Birmingham
Service Installation Address:
Multiple Locations

Proposal Date: 4/22/2021
Agreement Term: 36 Months
Proposal Expires: 5/22/2021

Proposed Services

<u>333 Pierce St. Birmingham, MI 48009</u>	<u>Units</u>	<u>Cost</u>	<u>Install</u>	<u>Total Install</u>	<u>Total</u>
<u>BroadBeam Fiber Ethernet Access</u>	1	\$349.00	\$499.00	\$499.00	\$349.00
Access Fee	1	\$0.00	\$0.00	\$0.00	\$0.00
Access Port - 100 Mbps	1	\$0.00	\$0.00	\$0.00	\$0.00
Fiber Customer Premises Equipment	1	\$0.00	\$0.00	\$0.00	\$0.00
Fiber Entrance Facility	1	\$0.00	\$0.00	\$0.00	\$0.00
Managed Service	1	\$0.00	\$0.00	\$0.00	\$0.00

<u>222 Peabody St. Birmingham, MI 48009</u>	<u>Units</u>	<u>Cost</u>	<u>Install</u>	<u>Total Install</u>	<u>Total</u>
<u>BroadBeam Fiber Ethernet Access</u>	1	\$349.00	\$499.00	\$499.00	\$349.00
Access Fee	1	\$0.00	\$0.00	\$0.00	\$0.00
Access Port - 100 Mbps	1	\$0.00	\$0.00	\$0.00	\$0.00
Fiber Customer Premises Equipment	1	\$0.00	\$0.00	\$0.00	\$0.00
Fiber Entrance Facility	1	\$0.00	\$0.00	\$0.00	\$0.00
Managed Service	1	\$0.00	\$0.00	\$0.00	\$0.00

<u>180 Chester St. Birmingham, MI 48009</u>	<u>Units</u>	<u>Cost</u>	<u>Install</u>	<u>Total Install</u>	<u>Total</u>
<u>BroadBeam Fiber Ethernet Access</u>	1	\$349.00	\$499.00	\$499.00	\$349.00
Access Fee	1	\$0.00	\$0.00	\$0.00	\$0.00
Access Port - 100 Mbps	1	\$0.00	\$0.00	\$0.00	\$0.00
Fiber Customer Premises Equipment	1	\$0.00	\$0.00	\$0.00	\$0.00
Fiber Entrance Facility	1	\$0.00	\$0.00	\$0.00	\$0.00
Managed Service	1	\$0.00	\$0.00	\$0.00	\$0.00

Install Total **\$2,994.00**
Monthly Total **\$2,094.00**

Initial: _____

TERMS OF SERVICE



Sign to begin receiving superior service from Clear Rate Communications!

Billing Info:

Customer Name:

Address:

Tax ID:

This Business Service Order Agreement sets forth the terms and conditions under which Clear Rate Communications, Inc. and its operating affiliates ("Clear Rate") will provide the Services described in the attached proposal to Customer. This Agreement consists of this document, the standard Clear Rate Business Terms and Conditions ("Terms and Conditions"), and any jointly executed amendments ("Amendments") entered under the Agreement. In the event of inconsistency among these documents, precedence will be as follows: (1) Amendments, (2) Terms and Conditions, and (3) this SOA. This Agreement shall commence and become a legally binding agreement upon Customer's execution of this Agreement. The Agreement shall terminate as set forth in the Terms and Conditions (<https://www.clearrate.com/business-services-terms-conditions>).

Modifications: All modifications to the Agreement, if any, must be captured in a written Amendment, executed by both parties. All other attempts to modify the Agreement shall be void and non-binding on Clear Rate. **Customer by signing below, agrees and accepts the Terms and Conditions of this Agreement.**

Initial Term: This Agreement is effective and the parties' obligations commence upon the date of execution by Clear Rate ("Effective Date") and continues in effect for a period of **36 months** ("Initial Term") from the earlier of the date any of the services are first utilized by Customer (as determined by Clear Rate's records), or the 180th day after the Effective Date, which date shall be deemed "Start of Service Date."

Automatic Renewal and Termination: This Agreement renews automatically for successive twenty-four (24) month periods at the expiration of the Initial Term. Customer may cancel this Agreement or the twenty-four (24) month automatic renewal upon expiration of a term by providing written notice on Customer's company letterhead and signed by an officer of said company at least thirty (30) days prior to expiration of the then current term but not more than ninety (90) days prior to expiration of the then current term. If Customer cancels the automatic renewal provision, the term shall be converted to a month to month commitment. If on a month to month term, Customer understands and agrees that any promotional pricing provided under the previous term may increase to Clear Rate's regular price for the services being provided. If Customer is on a month to month term, the customer must provide at least thirty (30) days written notice on company letterhead, signed by an officer of said company, if it wishes to terminate this Agreement and all services being provided.

This Agreement shall be effective and binding upon full execution by both parties. In signing below the customer is certifying he or she has the authority to legally bind Customer to this Agreement. By signing this Agreement, Customer represents, warrants, and agrees to be bound by the terms within this document, any Amendments, the terms and conditions at <https://www.clearrate.com/business-services-terms-conditions>. By signing below the parties agree that this Agreement, which incorporates other terms by reference, is the complete agreement between the parties, and there are no other representations, warranties, terms, or conditions that govern the parties relationship, rights, and/or remedies.

Company

Signature _____

Print _____

Title _____

Date _____

Clear Rate Communications

Signature _____

Print _____

Title _____

Date _____

www.clearrate.com

877.877.4899

bizsales@clearrate.com

Clear Rate Communications, Inc., 2600 W. Big Beaver Rd. Ste. 450, Troy, MI 48084



Voice | Internet | Cloud | Managed IT

FAQS

Who is Clear Rate Communications?

Clear Rate Communications is a full service Telecommunications, Cloud, and Managed Services provider with its corporate headquarters located in Troy, Michigan.

Who are some of Clear Rate's Business Customers?

Clear Rate serves many businesses in the Public & Private Sector. This includes Government, School Districts, Hospitals, Police and fire Departments, Colleges, Banks & Financial Institutions, Manufacturers, Hotels, and many other industries.

How long has Clear Rate been providing Voice, Internet and Data service?

Clear Rate has been in business since 2001, providing service to residential and business customers for over 16 years.

How can Clear Rate provide Voice, Internet, and Data service at a lower cost than the local phone company?

In some cases, Clear Rate will bypass the local phone company facilities completely. In other cases, Clear Rate will lease only one network element referred to as the "local loop" from the local phone company, which they are required to lease due to deregulation. All or most of the network elements are provided by Clear Rate via a fiber-optic network. This allows Clear Rate to provide extremely reliable service at very competitive rates.

Is Clear Rate just reselling Voice, Internet, and Data service like other providers do?

No. Clear Rate provides service using its own network, fiber equipment, routers, switching facilities, and equipment. Clear Rate is directly connected to the public telephone network, the 911 emergency systems, and major internet exchanges. Many companies will buy all Voice, Internet, and Data services wholesale and sell the service as their own which can lead to long repair and service change delays.

What makes Clear Rate service reliable?

The Fiber network, equipment, and back-up systems Clear Rate uses are compliant with FCC standards for back-up power and redundancy. Our network has redundant Generator and HVAC systems that are monitored 24/7, receive regularly scheduled physical inspection, and are proactive maintained to ensure continued operation even in extended power outages.

What are the main benefits of purchasing integrated Voice, Internet, and Data service?

Integrated Voice, Internet, and Data service provides reliable Business-Class service. Repair issues are uncommon, and when they do occur, they have a repair interval of 4 hours on average.

How long will it take to install our business service?

Standard installation is complete in 2-3 weeks after a signed agreement is received. We can schedule installation dates earlier or later than this to accommodate various customer needs.

Will I see a local phone technician or a Clear Rate Technician?

It depends on the solution. In many cases a local phone technician will install the local loop and a Clear Rate technician will install equipment and test your service prior to service turn-up.

Do I have to buy any special equipment?

No. Our equipment will work with virtually any phone system or customer-owned equipment.

Does Clear Rate provide any equipment?

Yes. Clear Rate will provide integrated access equipment and a power spike cube (a one-socket power strip to protect the Clear Rate equipment from power spikes).

Is there any downtime?

Yes. Downtime is typically less than 10 minutes on the day we transfer service. We conduct all work before the day of the service transfer, which minimizes downtime.

Can I transfer all of my existing phone numbers?

Yes, as well as add new telephone numbers.

If I select an unlimited calling plan, are there any calls I would be charged for?

Yes. There is a charge associated with International calling, Directory-Assistance calls and customer-owned toll-free calls (incoming). Your local and domestic long-distance in the lower 48 states are free.

Who do I call if there is a service issue?

Please contact Clear Rate Repair at 1-866-366-4665 for any repair issues.

Is electronic billing and reporting available?

Yes. You can sign-up at www.clearrate.com to view your account and service electronically. Additionally, you can pull call usage reports.

www.clearrate.com

877.877.4899

bizsales@clearrate.com

Clear Rate Communications, Inc., 2600 W. Big Beaver Rd. Ste. 450, Troy, MI 48084

City of Birmingham

DATE April 30, 2021

151 Martin St.
Birmingham, MI
248.530.1885

Prepared For:

Quotation valid until: May 20, 2021

Eric Brunk
Agreement Term: 36 month

Prepared by: Jeffrey Judson

Site - Description	MRC	NRC
Ethenet Private Line (EPL) 200MBPS <i>Per Circuit</i>	\$ 650.00	
Ethenet Private Line (EPL) 300MBPS <i>Per Circuit</i>	\$ 740.00	
Total Cost Monthly		

QUOTE INCLUDES PRICING FOR EQUIPMENT

THANK YOU FOR YOUR BUSINESS!



Merchant Statement

CITY OF BIRMINGHAM
151 MARTIN ST
BIRMINGHAM, MI 48009

Your Deposits & Fees at a Glance

This Is Not A Bill

Total Deposits **\$30,375.25**

Total Fees **\$4,532.67**

This is your ticket to
THREE MONTHS OF FREE
Heartland Payroll, Time + HR

go.heartland.us/payrollpromo

Heartland
Terms and Conditions Apply

Visit your merchant portal at Heartland.us/login for more details.

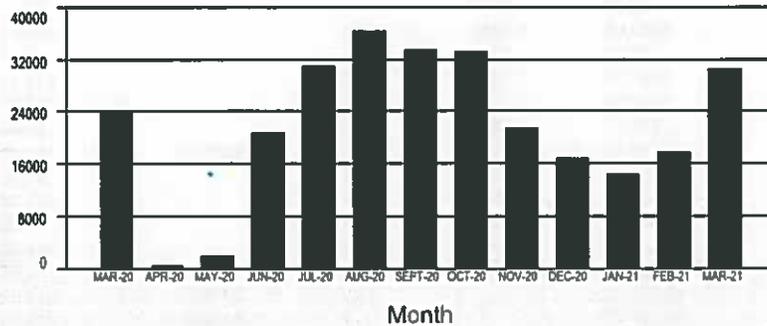
Heartland

Important Messages

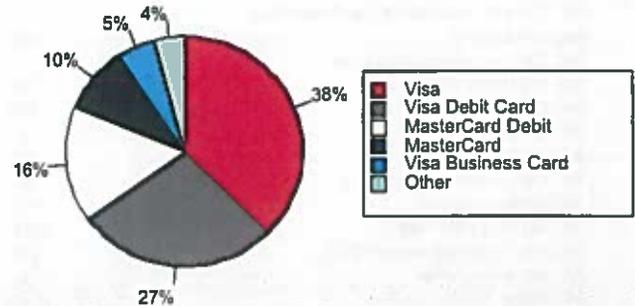
Your Business

Thirteen Month - Monthly Volume

Volume



Current Volume By Card Type



Fee Summary

Fee Type	# of Trans	Total \$ Amount	Discount % Rate	DPI	Transaction Fee	Total Fee
Visa Pass-thru Interchange & Fees						
Visa Issuer Settlement Fee	12,120	\$21,181.00	-	-	\$0.0013	\$15.85
VS Assessment Fee	5,070	\$8,876.50	0.1300	-	-	\$11.85
VS Assessment Fee	7,050	\$12,304.50	0.1400	-	-	\$17.12
VS CR Bus Tier 1 Retail	89	\$158.75	2.2000	\$0.10	-	\$12.35
VS CR Bus Tier 2 Retail	188	\$331.25	2.3000	\$0.10	-	\$26.41
VS CR Bus Tier 3 Retail	168	\$303.75	2.4000	\$0.10	-	\$24.15
VS CR Bus Tier 4 Retail	303	\$600.50	2.5000	\$0.10	-	\$45.28
VS CR Corporate CP	33	\$79.00	2.5000	\$0.10	-	\$5.30
VS CR CPS/Small Ticket	2,813	\$4,901.25	1.6500	\$0.04	-	\$193.11
VS CR High Net Worth Rtl	281	\$457.00	2.1000	\$0.10	-	\$37.76
VS CR Intl Electronic	10	\$19.00	1.1000	-	-	\$0.20
VS CR Intl Issuer Chip	2	\$5.00	1.2000	-	-	\$0.06
VS CR Intl Premium Card	3	\$4.50	1.8000	-	-	\$0.09
VS CR Purchasing CP	45	\$65.50	2.5000	\$0.10	-	\$6.15
VS CR Sig Pref Rtl	3,114	\$5,378.00	2.1000	\$0.10	-	\$424.52
VS CR Super Premium Card	1	\$1.00	1.9700	-	-	\$0.01
VS DB CPS/Small Ticket	578	\$1,007.50	1.5500	\$0.04	-	\$38.80
VS DB CPS/Small Tkt Consumer Prepaid	165	\$266.00	1.6000	\$0.05	-	\$12.52
VS DB DB Business Card - Retail	22	\$33.50	1.7000	\$0.10	-	\$2.78
VS DB Intl Electronic	1	\$3.00	1.1000	-	-	\$0.03
VS DB Intl Issuer Chip	1	\$1.50	1.2000	-	-	\$0.02
VS DB Intl Premium Card	1	\$1.00	1.8000	-	-	\$0.02
VS DB Partner Program Promo Rate	4,002	\$7,024.00	1.6000	\$0.05	-	\$312.50
VS DB US Regulated	300	\$540.00	0.0500	\$0.22	-	\$66.20
VS FANF Cust Not Pres and/or Fast Food	1	\$0.00	-	-	-	\$15.00
VS Financial Transaction Fee	12,120	\$0.00	-	-	\$0.0018	\$21.81
VS Int Acquirer Fee	19	\$35.00	0.4500	-	-	\$0.15
VS Network Acq Processing Fee Int'l CR Card A	16	\$29.50	-	-	\$0.0200	\$0.32
VS Network Acq Processing Fee Int'l DB Card A	3	\$5.50	-	-	\$0.0160	\$0.04
VS Network Acquirer Proc Fee Sig Debit Adj	5,067	\$8,871.00	-	-	\$0.0040	-\$20.27
VS Network Acquiring Processing Fee	11,981	\$0.00	-	-	\$0.0195	\$233.63
Subtotal						\$1,503.76
MasterCard Pass-thru Interchange & Fees						
MC Assessment Fee	4,858	\$8,721.25	0.1300	-	-	\$11.13
MC CR Bus Level 2 Data Rate I	7	\$12.50	2.8000	\$0.10	-	\$1.06
MC CR Bus Level 3 Data Rate I	28	\$39.25	2.8500	\$0.10	-	\$3.93
MC CR Bus Level 4 Data Rate I	38	\$65.75	2.9500	\$0.10	-	\$5.72
MC CR Business Data Rate I	16	\$30.75	2.6500	\$0.10	-	\$2.43
MC CR Business Level 5 Data Rate I	6	\$13.25	3.0000	\$0.10	-	\$1.00
MC CR Corporate Data Rate I	13	\$22.25	2.7000	\$0.10	-	\$1.90
MC CR Enhanced Merit III Base	194	\$324.75	1.7300	\$0.10	-	\$25.21
MC CR Fleet Data Rate I	66	\$138.50	2.7000	\$0.10	-	\$10.39
MC CR Foreign Electronic	4	\$7.50	1.1000	-	-	\$0.08

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Fee Summary

Fee Type	# of Trans	Total \$ Amount	Discount % Rate	DPI	Transaction Fee	Total Fee
MC CR High Val Merit 3 Base	297	\$586.00	2.2000	\$0.10	-	\$42.53
MC CR Intl Consumer Super Prem Elect	2	\$2.50	1.9800	-	-	\$0.05
MC CR Merit III	291	\$532.00	1.5800	\$0.10	-	\$37.87
MC CR Purchasing Data Rate I	1	\$4.50	2.7000	\$0.10	-	\$0.22
MC CR World Elite Merit III	547	\$945.50	2.2000	\$0.10	-	\$74.86
MC CR World Merit III	300	\$497.50	1.7700	\$0.10	-	\$39.29
MC Cross Border Fee	6	\$10.00	0.6000	-	-	\$0.06
MC CVC 2 Fee	12	\$16.25	-	-	\$0.0025	\$0.03
MC DB Business Data Rate I	32	\$53.00	2.6500	\$0.10	-	\$4.66
MC DB MPP Rate 1	773	\$1,336.25	2.0000	\$0.02	-	\$41.97
MC DB Reg MPP Rate 1	2,025	\$3,588.25	2.0000	\$0.02	-	\$111.56
MC DB Regulated-Issuer FR Cert	218	\$521.25	0.0500	\$0.22	-	\$47.98
MC Intl Support Fee	6	\$10.00	0.8500	-	-	\$0.08
MC Issuer Settlement Fee	4,858	\$8,721.25	-	-	\$0.0029	\$13.99
MC License Fee	4,858	\$8,721.25	-	-	\$0.0021	\$10.20
MC Merchant Location Fee	1	\$0.00	-	-	-	\$0.00
MC NABU Fee	4,826	\$0.00	-	-	\$0.0195	\$94.11
Subtotal						\$582.31
Discover Pass-thru Interchange & Fees						
DS Assessment Fee	276	\$473.00	0.1300	-	-	\$0.61
DS CR Commercial Base Submission	2	\$3.25	2.9500	\$0.10	-	\$0.29
DS CR Commercial Electronic	51	\$84.25	2.3000	\$0.10	-	\$7.02
DS CR PSL - Express Serv Premium	21	\$40.50	1.9500	-	-	\$0.79
DS CR PSL - Express Serv Rewards	199	\$341.00	1.9500	-	-	\$6.68
DS CR PSL-Express Services-PremPs	2	\$2.50	2.0500	\$0.05	-	\$0.15
DS Data Usage Fee	275	\$473.75	-	-	\$0.0195	\$5.36
DS DB PSL - Express Serv Debit	1	\$1.50	1.8000	-	-	\$0.02
DS Network Authorization Fee	275	\$473.75	-	-	\$0.0025	\$0.69
Subtotal						\$21.61
HPS Processing Fees						
Chargeback Fee	1	(\$2.00)	-	-	\$25.0000	\$25.00
Discover Transaction Fee	275	\$0.00	-	-	\$0.1300	\$35.75
DS Discount Fee	276	\$473.00	0.0600	-	-	\$0.29
MC Discount Fee	4,858	\$8,721.25	0.0600	-	-	\$5.23
MC Transaction Fee	4,826	\$0.00	-	-	\$0.1300	\$627.38
Monthly PCI Non-Compliance Fee - Feb	1	\$0.00	-	-	-	\$125.00
Service & Regulatory Mandate	1	\$0.00	-	-	-	\$33.50
Visa Transaction Fee	12,001	\$0.00	-	-	\$0.1300	\$1,560.13
VS Discount Fee	12,120	\$21,181.00	0.0600	-	-	\$12.71
Subtotal						\$2,424.99
Totals						\$4,532.67

Value Added Services Fee Summary

Fee Type	Quantity	Per Unit Fee	Total Fee
Heartland Analytics	1	-	\$0.00
Total Value Added Services Fees			\$0.00

Fees calculated on a per transaction basis, rounding differences may occur

Heartland

Processing Summary - Settled by HPS

Card Type	# of Trans	\$ Sales Volume	# of Refunds	\$ Amount of Refunds	\$ Amount Net Sales	Average Ticket
Visa						
Credit	7,050	\$12,304.50	-	-	\$12,304.50	\$1.75
Prepaid	165	\$266.00	-	-	\$266.00	\$1.61
Signature (Non-PIN) Debit	4,905	\$8,610.50	-	-	\$8,610.50	\$1.76
MasterCard						
Credit	1,810	\$3,222.50	-	-	\$3,222.50	\$1.78
Prepaid	83	\$142.75	-	-	\$142.75	\$1.72
Signature (Non-PIN) Debit	2,965	\$5,356.00	-	-	\$5,356.00	\$1.81
Discover						
Credit	275	\$471.50	-	-	\$471.50	\$1.71
Signature (Non-PIN) Debit	1	\$1.50	-	-	\$1.50	\$1.50
Totals	17,254	\$30,375.25	-	-	\$30,375.25	\$1.76

Processing Summary - Settled by Others

Card Type	# of Trans	\$ Sales Volume	# of Refunds	\$ Amount of Refunds	\$ Amount Net Sales	Average Ticket
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No transaction data to report this month

Transaction Adjustment Summary

Description	Date	Amount	Notes
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Chargebacks

Chargeback of Sale 03/08/2021 (\$2.00)

Deposit Detail

Visa - V	Debit - D	WEX - WX
MasterCard - M	EBT - EB	Voyager - VF
American Express - AX	PayPal - PP	All Card Types - T
Discover - DS	PayPal eCommerce - PE	

Batch Date	Batch #	Card Type	HPS Dep Date	Total Deposit	To Be Paid By Others	Daily Discount	Paid By HPS	Auto Debit/ Credit Amount
03/01/2021	000230	T		\$523.25	-		\$523.25	-
	ACH		03/01/2021	-	-	\$54.51	-	\$468.74
03/02/2021	000231	T		\$808.75	-		\$808.75	-
	ACH		03/02/2021	-	-	\$99.61	-	\$709.14
03/03/2021	000232	T		\$973.00	-		\$973.00	-
	ACH		03/03/2021	-	-	\$132.26	-	\$840.74
03/04/2021	000233	T		\$963.75	-		\$963.75	-
	ACH		03/04/2021	-	-	\$139.24	-	\$824.51
03/05/2021	000234	T		\$1,178.75	-		\$1,178.75	-
	ACH		03/05/2021	-	-	\$156.82	-	\$1,021.93
03/06/2021	000235	T		\$1,455.00	-		\$1,455.00	-
	ACH		03/06/2021	-	-	\$195.23	-	\$1,259.77
03/07/2021	000236	T		\$54.25	-		\$54.25	-
	ACH		03/07/2021	-	-	\$89.41	-	(\$35.16)
03/08/2021	000237	T		\$826.75	-		\$826.75	-
	ACH		03/08/2021	-	-	\$72.37	-	\$754.38
	ACH		03/08/2021	-	-	-	-	(\$2.00)
	Fees	T	03/08/2021	-	-	-	-	(\$25.00)
03/09/2021	000238	T		\$1,000.75	-		\$1,000.75	-
	ACH		03/09/2021	-	-	\$142.62	-	\$858.13
03/10/2021	000239	T		\$1,226.00	-		\$1,226.00	-

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Deposit Detail

Visa - V MasterCard - M American Express - AX Discover - DS	Debit - D EBT - EB PayPal - PP PayPal eCommerce - PE	WEX - WX Voyager - VF All Card Types - T
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Batch Date	Batch #	Card Type	HPS Dep Date	Total Deposit	To Be Paid By Others	Daily Discount	Paid By HPS	Auto Debit/ Credit Amount
03/11/2021	ACH 000240	T	03/10/2021	-	-	\$161.48	-	\$1,064.52
	ACH			\$1,170.25	-		\$1,170.25	-
03/12/2021	ACH 000241	T	03/11/2021	-	-	\$172.22	-	\$998.03
	ACH			\$1,386.75	-		\$1,386.75	-
03/13/2021	ACH 000242	T	03/12/2021	-	-	\$184.16	-	\$1,202.59
	ACH			\$1,674.00	-		\$1,674.00	-
03/14/2021	ACH 000243	T	03/13/2021	-	-	\$219.86	-	\$1,454.14
	ACH			\$63.50	-		\$63.50	-
03/15/2021	ACH 000244	T	03/14/2021	-	-	\$108.81	-	(\$45.31)
	ACH			\$650.25	-		\$650.25	-
03/16/2021	ACH 000245	T	03/15/2021	-	-	\$62.37	-	\$587.88
	ACH			\$982.75	-		\$982.75	-
03/17/2021	ACH 000246	T	03/16/2021	-	-	\$117.76	-	\$864.99
	ACH			\$1,171.25	-		\$1,171.25	-
03/18/2021	ACH 000247	T	03/17/2021	-	-	\$157.49	-	\$1,013.76
	ACH			\$909.75	-		\$909.75	-
03/19/2021	ACH 000248	T	03/18/2021	-	-	\$152.69	-	\$757.06
	ACH			\$1,313.00	-		\$1,313.00	-
03/20/2021	ACH 000249	T	03/19/2021	-	-	\$158.20	-	\$1,154.80
	ACH			\$1,627.75	-		\$1,627.75	-
03/21/2021	ACH 000250	T	03/20/2021	-	-	\$209.08	-	\$1,418.67
	ACH			\$126.75	-		\$126.75	-
03/22/2021	ACH 000251	T	03/21/2021	-	-	\$116.36	-	\$10.39
	ACH			\$910.25	-		\$910.25	-
03/23/2021	ACH 000252	T	03/22/2021	-	-	\$82.80	-	\$827.45
	ACH			\$1,075.50	-		\$1,075.50	-
03/24/2021	ACH 000253	T	03/23/2021	-	-	\$152.21	-	\$923.29
	ACH			\$1,119.75	-		\$1,119.75	-
03/25/2021	ACH 000254	T	03/24/2021	-	-	\$156.81	-	\$962.94
	ACH			\$1,070.50	-		\$1,070.50	-
03/26/2021	ACH 000255	T	03/25/2021	-	-	\$159.01	-	\$911.49
	ACH			\$1,205.75	-		\$1,205.75	-
03/27/2021	ACH 000256	T	03/26/2021	-	-	\$169.80	-	\$1,035.95
	ACH			\$1,629.75	-		\$1,629.75	-
03/28/2021	ACH 000257	T	03/27/2021	-	-	\$207.97	-	\$1,421.78
	ACH			\$46.50	-		\$46.50	-
03/29/2021	ACH 000258	T	03/28/2021	-	-	\$101.23	-	(\$54.73)
	ACH			\$830.75	-		\$830.75	-
03/30/2021	ACH 000259	T	03/29/2021	-	-	\$72.78	-	\$757.97
	ACH			\$1,269.50	-		\$1,269.50	-
03/31/2021	ACH 000260	T	03/30/2021	-	-	\$157.15	-	\$1,112.35
	ACH			\$1,130.75	-		\$1,130.75	-
	Fees	T	03/31/2021	-	-	\$171.86	-	\$958.89
				-	-		-	(\$173.50)
Totals				\$30,375.25	\$0.00		\$30,375.25	\$25,840.58

Please contact Heartland Customer Service at 1.888.963.3600 to request any corrections or adjustments. Adjustments and/or corrections to your statement will only be considered by Heartland if they are requested within the time period specifically set forth in the applicable provisions of the Terms and Conditions. Additionally, please remember to contact Heartland if your address information has changed. Thank you.



MEMORANDUM

Police Department

DATE: May 5, 2017

TO: Joseph A. Valentine, City Manager

FROM: Mark H. Clemence, Chief of Police
Mark Gerber, Director of Finance

SUBJECT: Credit Card Processing For CivicSmart Liberty Meters

Background

At the January 9, 2017 City Commission meeting, two resolutions were passed regarding CivicSmart Liberty parking meters. One resolution approved the purchase of 1,277 CivicSmart Liberty parking meters and the second resolution directed staff to offer a credit card payment option at the new meters with all said credit card processing fees to be charged to the Automobile Parking System Fund (see attached minutes).

Credit card processing costs associated with smart parking meters consist of a variety of expenses including gateway rates, transaction charges and interchange / processing fees.

When a credit card is used for payment at a parking meter, the transaction information is passed from the meter to the credit card processor and then through the issuing bank of the credit card for approval. The issuing bank then sends authorization back to the credit card processor via the credit card network and the information is then sent back to the meter to approve payment on the parking mechanism.

Credit card authorization is the first step in a two-step process for credit card transactions. Settlement is the second and final step. Different fees are incurred for each stage. Partial or total failure of the two required steps can result in increased fees and or credit card purchases not being approved and no funds authorized for deposit.

The participants involved in authorizing and settling credit card transactions include:

- Cardholder (customer / motorist / parking patron).
- Issuing Bank (Cardholder Bank) – members of credit card associations that pay acquiring banks for cardholder purchases. Cardholders pay back issuing bank per terms of credit card agreement.
- Merchant (City of Birmingham) – A municipality that requires a merchant account to enable use of credit cards for parking meter payments.
- Acquiring Bank (Merchant Bank) – Contracts with merchants to create and maintain accounts that allow a business to accept credit cards. Acquiring banks provide merchants with equipment/software to accept credit card payments, provide customer service and deposit funds from credit card sales into merchant's account. Acquiring

banks often enlist the help of third party credit card processors/service providers to conduct and monitor the daily activities of accounts.

- Credit Card Companies (MasterCard, Visa, Discover) – These companies govern interchange fees – for profit.

The City of Birmingham currently accepts online and over-the-counter credit card payments for property taxes, water bills, building permits and parking violations. These are considered to be governmental service and as a result fees for use of credit cards for these payments are paid by the individual using the credit card based on a tiered system as follows:

- \$00 - \$49.99 = \$1.50
- \$50 - \$99.99 = \$3.00
- \$100.00 + = + 3%

Credit cards are also accepted as payment for recreational activities at the City's golf courses. Payment for these leisure activities is handled in a similar manner as in the private sector. Credit card payments at municipal parking structures are absorbed by the Auto Parking System Fund.

During the 30 day smart parking meter trial, both vendors (IPS and CivicSmart) handled credit card processing as the City does not have a merchant bank / credit card processor with an established gateway for parking meters. At the end of the 30 day trial, each company deducted the processing fees associated with the credit card transactions and then remitted payment to the City for the meter revenue balance.

The CivicSmart quote approved by the City Commission includes a \$.06 credit card gateway fee (per transaction fee). This fee is associated with passing the transaction information from the parking meter mechanism to the credit card merchant bank / processing agency. This fee is not paid to CivicSmart; rather it is incorporated into the monthly statement of fees charged by the merchant bank / gateway provider. The \$.06 gateway fee reflected in the CivicSmart quote is for the use of the MerchantFirst gateway which is the least expensive per transaction fee currently available. There are two other existing gateways for CivicSmart meters – PayPal and Mercury. Gateway fees using one of the three existing CivicSmart approved gateways must be incorporated into all proposals for parking meter credit card processing services or, as an alternate approach, the City or a credit card processor could create a new gateway or API (Application Program Interface) in order to avoid per transaction fees associated with use of the existing approved gateways.

An API provides a direct connection to allow entry into a system in order to process data. CivicSmart engineer Sriram Somanchi estimates that the establishment of a new gateway or API would require about four weeks of programming time for the CivicSmart development engineering staff with a cost estimated at \$9,000.00. As the installation for the CivicSmart Liberty meters and sensors is scheduled to begin on May 30, 2017, it is imperative that the selected credit card processor will either utilize one of the three existing approved CivicSmart gateways or has a new API developed, approved and implemented prior to that date.

Other credit card fees (example) that are non-negotiable include:

- Interchange rates (basis points – fees associated with dollar amounts)
 - \$.15 Visa
 - \$.16 MasterCard
 - \$.13 Discover
- Credit card network access and assessment fees (per transaction)
 - \$.0246 Visa
 - \$.0249 MasterCard
 - \$.027 Discover
- Credit card authorization fees / settlement charges
 - \$.01 per transaction average

The above fees are referred to as interchange / pass-thru expenses and tend not to vary by credit card processor. Interchange represents the wholesale cost of each transaction as established by Visa/MasterCard/Discover. Interchange rates vary depending upon the brand (Visa/MasterCard/Discover) and type of card (credit or debit) used for a transaction and also by the transaction classification and interchange category. For example, US Interchange rates vary for different classifications of transactions including keyed, swipe, prepaid, regulated, corporate, consumer, business, etc. Different type of credit/debit cards are assessed fixed interchange rates established by credit card companies that vary according to the card type – making it difficult to estimate total interchange expenses per transaction until a history of credit card processing payment fees is established. Interchange fees can be minimized by utilizing the correct Standard Industrial Classification (SIC) and Merchant Category Code (MCC) when the Merchant ID account is established. Government agencies that use the correct codes for parking meter processing can lower interchange rates associated with emerging markets. The interchange rate associated with emerging parking technologies such as smart meters is often lower than rates charged for parking lots and garages.

Fees which are generally negotiable and vary by credit card processor include:

- Credit card processing fees (average \$.03 - \$.05 per transaction).
- Monthly service or administrative fees for customer service and support (range \$5.00 - \$10.00 per month).
- Batch header fees (daily settlement charges when revenue is posted to merchant ID / City bank account) - fees range from \$.10 to \$.25 per batch (note that some processors charge daily batch fees for each individual meter mechanism while others charge one single batch fee for the entire merchant ID). The preferred and cost effective solution is to have one solo fee for the entire merchant ID account as opposed to settlement fees associated with each parking meter mechanism.
- PCI annual fees - Payment Card Industry Data Security Standard (PCI DSS) compliance to ensure that all companies that accept, process, store or transmit credit card information maintain a secure environment.

Request for Proposal Process

A request for proposals for credit card processing services for 1,277 single space parking meters was posted on MITN on April 4, 2017. The estimated annual transaction amount utilized as a basis for the proposals was 597,000 credit card payments. Six proposals were received and reflected various costs associated with credit card payments including processing,

assessment/access, bankcard authorization, batch header, settlement, annual PCI compliance and gateway fees. With the approval of the city attorney, companies were instructed to correct errors and or omissions from the proposals and advised to submit corrected proposals by April 20. Five of the six proposals were corrected and resubmitted prior to the April 20 deadline.

Most of the proposals received were of a similar nature in that five companies offered interchange at a pass thru rate (without markup percentage) plus associated credit card processing fees. One proposal reflected a 0.05% interchange markup plus fees.

The proposals are summarized as follows and do not include interchange rates and fees:

PAYNET DBA AVID PAYMENT SOLUTIONS	\$ 75,831.00	PLUS INTERCHANGE – 0% MARKUP
MERCHANT PRO EXPRESS	\$ 77,627.95	PLUS INTERCHANGE – 0% MARKUP
BANKCARD SERVICES	\$ 77,550.15	PLUS INTERCHANGE – 0% MARKUP
HEARTLAND PAYMENT SYSTEMS	\$ 72,042.00 *	PLUS INTERCHANGE – 0% MARKUP
PLATINUM PROCESSING	\$ 65,962.30	PLUS INTERCHANGE – PASS THRU + .05% MARKUP
PRISM PAY / MERCHANTFIRST, INC.	\$ 54,009.15	PLUS INTERCHANGE – 0% MARKUP

* (AMOUNT DOES NOT REFLECT SPECIAL INTERCHANGE PRICING PROPOSAL FOR UNATTENDED METERED PARKING DETAILED BELOW)

Current interchange fees using SIC/MCC code 7523 (Unattended Metered Parking) for 597,000 estimated transactions with an average ticket amount of \$1.10 projects an annual credit card volume of \$656,700. Estimating card usage at 50% debit vs. 50% credit results in the following projections for transaction fees and basis points for interchange costs:

TRANSACTION TOTAL = 597,000

Cost projections using existing interchange:

298,500 debit X .22 interchange transaction fee = \$ 65,670
 298,500 credit X .04 interchange transaction fee = \$ 11,940

Interchange Transaction Subtotal = \$ 77,610

Interchange basis points (\$656,700 total – ½ credit / ½ debit)

- debit - \$328,350 x .05% = \$ 164
- credit - \$328,350 x 1.60% = \$ 5,253

Interchange Basis Subtotal = \$ 5,417

Interchange total projection (using current sic/mcc code 7523) = \$ 83,027

The interchange amount of \$83,027 does not include the credit card processing fees as detailed in the above chart.

The proposal submitted by Heartland Payment Systems offers a unique pricing plan option not offered in any of the other proposals received. The Heartland proposal was the only plan based on a flat per transaction rate (\$0.12 per transaction) plus interchange. Heartland will have an API/gateway in place with CivicSmart operational prior to May 30, 2017. While the \$72,042

total reflected in the above chart does not appear to be the lowest bid, Heartland also submitted a special interchange pricing proposal for unattended metered parking. National Accounts Director Mark Shapiro informed city staff that Heartland is one of the largest processors for parking meters in the country. The Heartland proposal included a special interchange pricing plan for unattended metered parking. The City's acceptance of this special program would result in savings of 18.5% per transaction (estimated transaction average of \$1.10). So while the majority of credit card processors reflect the same interchange rates across the board – the Heartland Payment Systems solution offers a unique advantage.

With 597,000 estimated credit card transactions at an average sale amount of \$1.10 per transaction project an annual credit card sales volume of \$656,700. Estimating card usage at 50% debit vs. 50% credit results in the following projections for transaction fees and basis points for the Heartland discounted interchange program:

TRANSACTION TOTAL = 597,000

Cost projections using Heartland special interchange pricing:

298,500 debit x \$0.035 interchange transaction fee	= \$ 10,477
298,500 credit x \$0.035 interchange transaction fee	= \$ 10,477

Interchange Transaction Subtotal = \$ 20,894

Heartland interchange basis points (\$656,700 total – ½ credit / ½ debit)

- debit - \$328,350 x 1.80% = \$ 5,910
- credit - \$328,350 x 1.80% = \$ 5,910

Interchange Basis Subtotal = \$ 11,820

Heartland interchange total projection (using SIC/MCC code 7523) = \$ 32,714

A comparison of these two interchange cost estimates reflected above indicates that the Heartland Payments proposal will result in interchange savings of \$50,313 per year based upon an estimated 597,000 transactions with a \$1.10 average cost with 50% of transactions projected as debit vs. credit.

Upon review of the six proposals received for credit card processing services for CivicSmart Liberty smart meters, staff and legal counsel has determined that the most cost effective proposal for the City is Heartland Payment Systems. Total estimated costs to the Automobile Parking System Fund for budgetary purposes are as follows:

CARD PROCESSING COST ESTIMATES:

\$ 72,042	(\$ 0.12 per x 597,000 annual transactions)
<u>\$ 32,714</u>	(Heartland Payment Systems special interchange pricing)
\$104,756	Total estimated cost per year

The costs associated with credit card processing will be offset by the parking meter rate increases approved by the City Commission at the January 9, 2017 meeting. The new rates are \$1.00 per hour in spaces currently at \$0.50 and \$1.50 per hour for metered parking currently rated at \$1.00 per hour. Credit card processing fees will not be invoiced to the City, rather Heartland will deduct all processing fees and interchange rates from the card revenues on a daily basis and the net amount will be deposited into the City's bank account.

The term of the agreement is for one year and will automatically renew for additional twelve month periods unless terminated by any party by giving thirty (30) days written notice prior to the end of any term. Staff will review the credit card processing fees and monitor the performance of the contractor.

Upon execution of the agreement, Heartland Payment Systems agrees to add the City as additional insured and provide a revised certificate of insurance with that endorsement. The Heartland insurance documents have been reviewed and approved by the city attorney.

CivicSmart staff will assist City staff with the installation of the new meters and sensors. The installation of the smart meters and sensors is expected to be complete by June 30, 2017. The new meters will be pre-programmed with the new parking rates approved by the City Commission on January 9, 2017. The new smart meters will be installed into the existing meter housings and the current meter poles will remain unchanged. The Parkmobile rates will be adjusted upon completion of the project.

SUGGESTED RESOLUTION:

To approve the service agreement with Heartland Payment Systems for services described in Attachment A – Agreement as submitted in the corrected proposal of April 20, 2017 and utilizing the special interchange pricing program for credit card payment processing contingent upon Heartland Payment Systems endorsing the City as additional insured upon execution of the agreement; further to direct the Mayor and City Clerk to sign the agreement on behalf of the City.

BIRMINGHAM CITY COMMISSION MINUTES

JANUARY 9, 2017

MUNICIPAL BUILDING, 151 MARTIN

7:30 P.M.

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

Mayor Mark Nickita called the meeting to order at 7:30 PM.

II. ROLL CALL

ROLL CALL: Present, Mayor Nickita
Commissioner Bordman
Commissioner Boutros
Commissioner DeWeese
Mayor Pro Tem Harris
Commissioner Hoff
Commissioner Sherman
Absent, None

Administration City Manager Valentine, City Attorney Currier, Acting City Clerk Arft, City Planner Ecker, City Engineer O'Meara, BSD Assistant Rondello, Assistant Planner Campbell, Planning Intern Cowan,

III. PROCLAMATIONS, CONGRATULATORY RESOLUTIONS, AWARDS, APPOINTMENTS, RESIGNATIONS AND CONFIRMATIONS, ADMINISTRATION OF OATHS, INTRODUCTION OF GUESTS AND ANNOUNCEMENTS.

IV. CONSENT AGENDA

All items listed on the consent agenda are considered to be routine and will be enacted by one motion and approved by a roll call vote. There will be no separate discussion of the items unless a commissioner or citizen so requests, in which event the item will be removed from the general order of business and considered under the last item of new business.

01-10-17 APPROVAL OF CONSENT AGENDA

The following item was removed from the Consent Agenda:

- Item A (Minutes of November 21, 2016) by Commissioner Bordman
- Item M (Set Public Hearing to consider amendment to Zoning Ordinance)
- Commissioner Hoff will abstain from voting on Item A (Minutes of November 21, 2016) due to her absence from the meeting.

City Manager Valentine explained that Commissioner DeWeese asked to remove Item M from the Consent Agenda in order to clarify that there are two resolutions for setting the Public Hearing, and for consideration at the Public Hearing on February 13, 2017, it will be an "and/or" situation. For purposes of setting the Public Hearing tonight, we want to make sure that they are both set individually.

MOTION: Motion by Sherman, seconded by DeWeese:

To approve the Consent Agenda as follows, and with the correction that Item M should read

Mayor Nickita thinks this is reasonable increase for the foreseeable future.

MOTION: Motion by Sherman, seconded by DeWeese:
(Resolution A)

To authorize monthly permit rate increases effective March 1, 2017, according to the following schedule:

Pierce St.	\$70
Park St.	\$70
Peabody St.	\$70
N. Old Woodward Ave.	\$70
Chester St.	\$50
Parking Lot 6 – Regular	\$70
Parking Lot 6 – Economy	\$50
South Side (Ann St.)	\$60
South Side (S. Old Woodward Ave.)	\$35

(Resolution B)

To direct staff to increase all parking meters by 50¢ per hour as the new CivicSmart Liberty parking meters are installed, effectively raising the \$1 per hour meters in the central core of the downtown to \$1.50 per hour, and raising the 50¢ per hour meters to \$1 per hour.

Commissioner Hoff asked for more information on the CivicSmart Liberty parking meters before voting on Resolution B.

Commissioner Sherman suggested changing the resolution to have the meters also go out as of March 1st and eliminate the reference.

City Manager Valentine asked Police Chief to explain the thought process. Chief Clemence said it was thought if we purchase new meters for the entire downtown area, that it could be implemented in conjunction with the completion of the Old Woodward project for the entire city.

Commissioner Sherman and Commissioner DeWeese withdrew Resolution B.

VOTE: Yeas, 7
 Nays, None
 Absent, None

**01-05-17 PURCHASE OF CIVICSMART LIBERTY PARKING METERS AND
 VEHICLE SENSORS AND CREDIT CARD PROCESSING FEES**

Police Chief Clemence, Commander Grewe and Mr. Brad McGee were present and provided background information on the proposed parking meters, and discussed the results of the trial conducted between August 1st and August 30th, 2016. He described the price comparisons of both systems, and the wireless connectivity fees and charges, which have been proposed to be absorbed by the City. He suggested that it is a good time to consider emerging parking technologies as our current equipment is aging.

Commissioner Bordman asked if the City expects to experience a consistent 19% increase in revenue as was experienced during the trial. Chief Clemence said predictions are for a higher increase. Commissioner Bordman asked if that revenue increase will cover the ongoing expenses. Chief Clemence said it is expected to offset that cost after Finance Director Gerber reviewed the numbers.

Commissioner Hoff asked if coins can be used in the meters. Chief Clemence said that was an important feature of the system. Chief Clemence said the new meters will show the remaining time as the meters do today. Any denomination coin can be used.

Commissioner Boutros asked if the maximum times will be stay the same as currently. Chief Clemence said the time limits will be maintained at this time.

Commissioner Bordman said she is in favor of the system for the the central area, but knows we have parking issues in other places such as near Seaholm and on residential streets near Griffin Claw. She suggested we consider a kiosk/collection area instead of permit parking in some of the residential areas. She would like to keep those options open when considering parking issues in other areas of the city.

Commissioner Hoff said she does not see this positively. She thinks the loss of leftover time when a vehicle exits a spot is a negative perception. She asked if the City is trying to increase revenues. Chief Clemence said he does not think we are in the revenue business. In order to be competitive with other marketplaces, our technology should be first rate. He believes we are meeting the demand to be able to pay for parking with a credit card, which is perceived as a convenience by the public. Commissioner Hoff asked if anything is wrong with our current equipment. Chief Clemence said we replace a certain number of meters each year. It is considered old technology. The vendor has said that parts replacement will become an issue, so the meters will have to be replaced at some point. He noted that the current housings are being used for the new equipment to save on that cost.

Commissioner Hoff expressed concern in light of the fact that the City recently approved new electronic equipment in the structures. She is concerned that the new equipment will not be user friendly for everyone. She thinks we need a little balance, but is not sure it is good, user friendly equipment. She is concerned that it may keep people out of downtown, and about public perception.

City Manager Valentine noted that coins will still be able to be used with the new equipment, so it is a status quo situation. He said we can take what we have and are accustomed to, and expand it to allow for additional opportunity with the system.

Commissioner Sherman said the suggested meter is going to look the same as it does now. He thinks it makes sense.

MOTION: Motion by Sherman, seconded by Harris:

To accept the recommendation of the Advisory Parking Committee approving the purchase of 1,277 CivicSmart Liberty parking meters and vehicle sensors in the amount of \$787,270 for capital outlay and an additional \$586,143 for monthly maintenance and connectivity fees; further charging these expenditures to Auto Parking System Fund account number 585-538.001-981.0100, and direct staff to offer a credit card payment option at the new CivicSmart

Liberty parking meters, with all said card processing fees charged to the Auto Parking System Fund.

VOTE: Yeas, 6
 Nays, 1 (Hoff)
 Absent, None

01-06-17 PARKING METER INCREASES

Mayor Pro Tem Harris clarified that the increase would be implemented at the time the new parking meter equipment is rolled out. City Valentine confirmed that is the case.

MOTION: Motion by DeWeese, seconded by Sherman:

To direct staff to increase all parking meters by 50¢ per hour as the new CivicSmart Liberty parking meters are installed, effectively raising the \$1 per hour meters in the central core of the downtown to \$1.50 per hour, and raising the 50¢ per hour meters to \$1 per hour.

Commissioner Sherman clarified that the increase has nothing to do with the new technology per se. It is being done this way because the new meters will allow the increase to be done in a cost effective manner, rather than sending someone out to change each and every meter by hand.

Commissioner Hoff does not have a problem with the rate increase. She noted that to stay at a meter for two hours, \$3.00 in quarters will be needed, or the other options can be used for payment.

VOTE: Yeas, 7
 Nays, None
 Absent, None

**01-07-17: ORDINANCE AMENDING CHAPTER 74 OFFENSES, ARTICLE IV –
 BAD CHECKS**

Commander Scott Grewe explained the request for amending the ordinance relative to bad checks, as it was discovered that the penalty was incorrect.

MOTION: Motion by Boutros, seconded by Hoff:

To amend Part II of the City Code, Chapter 74 Offenses, Article IV. Offenses Against Property, Division 2 – Theft, Section 74-95 Bad Checks to replace “fine not more than \$100.00 and/or imprisonment for up to 90 days” with “fine not more than \$500.00 and/or imprisonment for up to 93 days” and authorize the Mayor and City Clerk to sign the ordinance on behalf of the city.

VOTE: Yeas, 7
 Nays, None
 Absent, None

01-08-17: ORDINANCE AMENDING CHAPTER 74 OFFENSES, ARTICLE VIII

Command Scott Grewe explained that our City Attorney asked for the specific language to be included to avoid any dispute in court.

MOTION: Motion by Boutros, seconded by Hoff:

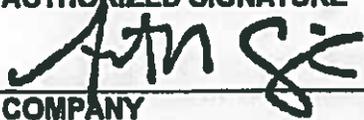
To amend Part II of the City Code, Chapter 74 Offenses, Article VIII – Offenses Against Public

ATTACHMENT B - BIDDER'S AGREEMENT

For CREDIT CARD PROCESSING SERVICES FOR SINGLE SPACE PARKING METERS

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

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

PREPARED BY (Print Name)	DATE
Mark Shapiro	April 13, 2017
TITLE	E-MAIL ADDRESS
National Account Director	mark.shapiro@e-hps.com
AUTHORIZED SIGNATURE	DATE
	4-14-2017
COMPANY	
Heartland Payment Systems	
ADDRESS	PHONE
3932 S. Boulevard, Edmond, OK 73013	(405) 531-3131
NAME OF PARENT COMPANY	PHONE
Global Payments Inc.	(770) 828-8000
ADDRESS	
10 Glenlake Pkwy NE, North Tower Atlanta, GA 30328	

**ATTACHMENT C – COST PROPOSAL
FOR CREDIT CARD PROCESSING SERVICES FOR SINGLE SPACE PARKING METERS**
(page 1 of 3)

SECTION 1

**** NOTE: QUANTITIES IN SECTION 1 ARE ESTIMATED ANNUAL TOTALS**

ITEM	ESTIMATED QUANTITY	DESCRIPTION OF WORK	UNIT PRICE	ITEM TOTAL
1	597,000	VISA / MASTERCARD / DISCOVER PROCESSING FEES	\$0.00	\$0.00
2	14,500	ACCESS FEE FOR DISCOVER TRANSACTIONS	\$0.00	\$0.00
3	435,000	ACCESS FEE FOR VISA TRANSACTIONS	\$0.00	\$0.00
4	147,500	ACCESS FEE FOR MASTERCARD TRANSACTIONS	\$0.00	\$0.00
5	597,000	BANKCARD AUTHORIZATION FEE	\$0.12	\$71,640
6	365	BATCH HEADER /SETTLEMENT FEES	\$0.00	\$0.00
7	1	VISA FIXED ACQ PROCESSING FEE	\$0.00	\$0.00
8	597,000	CREDIT CARD GATEWAY FEES	\$0.00	\$0.00
9	1	ANNUAL PCI FEE	\$0.00	\$0.00
SECTION 1 SUB TOTAL AMOUNT				\$71,640*

*This figure excludes Interchange fees. See the attached document entitled Special Interchange Pricing for exclusive Heartland interchange pricing.

NOTE: BIDDER MUST INDICATE INTERCHANGE MARKUP PERCENTAGE IF APPLICABLE:

0.00 %

NOTE: BIDDER MUST CONFIRM STANDARD INDUSTRIAL CLASSIFICATION (SIC) / MERCHANT CATEGORY CODE (MCC) TO BE USED FOR PROCESSING PARKING METER CREDIT CARD TRANSACTIONS:

CODE NUMBER(S) 7523 Unattended Metered Parking

SECTION 2

**** NOTE: QUANTITIES IN SECTION 2 ARE INCIDENTAL MONTHLY AND/OR ANNUAL FEES
CREDIT CARD PROCESSING SERVICES FOR SINGLE SPACE PARKING METERS**
(page 2 of 3)

ITEM	ESTIMATED QUANTITY	DESCRIPTION OF WORK	UNIT PRICE	ITEM TOTAL
1	12	MONTHLY ADMINISTRATIVE SERVICE FEE	\$0.00	\$0.00
2	PER	CHARGEBACK / RETRIEVAL FEE	\$25.00	\$0.00
3	12	ONLINE ACCOUNT ACCESS FEE	\$0.00	\$0.00
4	12	MONTHLY GATEWAY FEE	\$0.00	\$0.00
5	12	MONTHLY STATEMENT FEES	\$0.00	\$0.00
6	12	IRS MONTHLY FEES	\$0.00	\$0.00
7	1	ONE TIME SETUP FEE	\$0.00	\$0.00
8	1	ANNUAL FEE	\$0.00	\$0.00
SECTION 2 SUB TOTAL AMOUNT				\$0.00

**ATTACHMENT C – COST PROPOSAL
FOR CREDIT CARD PROCESSING SERVICES FOR SINGLE SPACE PARKING METERS
(page 1 of 3)**

**SECTION 3- BIDDERS MUST LIST AND DETAIL ALL ADDITIONAL
FEES NOT LISTED IN SECTIONS 1 AND 2 OF BID FORM**

ITEM	ESTIMATED QUANTITY	DESCRIPTION OF WORK –DETAIL ANY AND ALL ADDITIONAL PROCESSING FEES NOT LISTED IN SECTIONS 1 AND 2 (IF APPLICABLE)	UNIT PRICE	ITEM TOTAL
1	12	Service & Regulatory Mandate Fee (Per MID)	\$33.50	\$402.00
2				
3				
4				
5				
6				
7				
8				
9				
10				
SECTION 3 SUB TOTAL AMOUNT				\$402.00

ITEM	BID TOTAL	ANNUAL TOTAL (ALL FEES) FOR 597,000 TRANSACTIONS
1	FINAL BID (GRAND TOTAL AMOUNT)	\$72,042*

*Please see the attached Special Interchange Pricing document for a breakdown of the additional cost savings available to the City of Birmingham.



Special Interchange Pricing (For Unattended Metered Parking)

Heartland Payments has negotiated SPECIAL INTERCHANGE PRICING for UNATTENDED METERED PARKING clients who meet the following criteria.

Criteria:

Visa: 65% of your transaction must be \$5.00 or less
MasterCard: All transactions under \$7.50 are eligible
Merchant Category Code: 7523 – Unattended Metered Parking

Example of potential savings:

Number of transactions: 597,000
Average Ticket Amount: \$1.10
Annual Credit Card Volume: \$656,700
Existing Interchange: 0.05% plus \$0.22 (regulated debit/prepaid)
Heartland Interchange: 1.80% plus \$0.035 (average IC for Visa & MC combined)

Based on 70% Debit vs 30% Credit Card Transactions

Transaction Fee

70% Debit		30% Credit	
Existing IC	Heartland IC	Existing IC	Heartland IC
417,900	417,900	179,100	179,100
<u>X \$0.22</u>	<u>X \$0.035</u>	<u>X \$0.04</u>	<u>X \$0.035</u>
\$91,938	\$14,626	\$7,164	\$6,268

Basis points

(417,900 x \$1.10=\$459,690)		(179,100 x \$1.10=\$197,010)	
\$459,690	\$459,690	\$197,010	\$197,010
<u>X 0.05%</u>	<u>1.80%</u>	<u>X 1.60%</u>	<u>X 1.80%</u>
\$229	\$8,274	\$3,152	\$3,546
\$91,938	\$14,626	\$7,164	\$6,268
<u>+\$229</u>	<u>+\$8,274</u>	<u>+\$3,152</u>	<u>+\$3,546</u>
\$92,167	\$22,900	\$10,316	\$9,814

Savings: \$69,267 Savings: \$502

Total Savings: \$69,769

Heartland

Based on 50% Debit vs 50% Credit Card Transactions

Transaction Fee (50% Debit vs 50% Credit)

50% Debit		50% Credit	
Existing IC	Heartland IC	Existing IC	Heartland IC
298,500	298,500	298,500	298,500
<u>X \$0.22</u>	<u>X \$0.035</u>	<u>X \$0.04</u>	<u>X \$0.035</u>
\$65,670	\$10,447	\$11,940	\$10,447

Basis points

(298,500 x \$1.10=\$328,350)		(298,500 x \$1.10=\$328,350)	
Existing IC	Heartland IC	Existing IC	Heartland IC
\$328,350	\$328,350	\$328,350	\$328,350
<u>X 0.05%</u>	<u>1.80%</u>	<u>X 1.60%</u>	<u>X 1.80%</u>
\$164	\$5,910	\$5,253	\$5,910
\$65,670	\$10,447	\$11,940	\$10,447
<u>+ \$164</u>	<u>+ \$5,910</u>	<u>+ \$5,253</u>	<u>+ \$5,910</u>
\$65,834	\$16,357	\$17,193	\$16,357

Savings:	\$49,477	Savings:	\$836
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Total Savings: \$50,313

**ATTACHMENT D - IRAN SANCTIONS ACT VENDOR CERTIFICATION FORM
For CREDIT CARD PROCESSING SERVICES FOR SINGLE SPACE PARKING METERS**

PREPARED BY (Print Name)	DATE
Mark Shapiro	April 13, 2017
TITLE	E-MAIL ADDRESS
National Account Director	mark.shapiro@e-hps.com
AUTHORIZED SIGNATURE	DATE
	4-14-2017
COMPANY	
Heartland Payment Systems	
ADDRESS	PHONE
3932 S. Boulevard, Edmond, OK 73013	(405) 531-3131
NAME OF PARENT COMPANY	PHONE
Global Payments Inc.	(770) 829-8000
ADDRESS	
10 Glenlake Pkwy NE, North Tower Atlanta, GA 30328	
TAXPAYER I.D.#	22-3755714

ATTACHMENT A - AGREEMENT

For CREDIT CARD PROCESSING SERVICES FOR SINGLE SPACE PARKING METERS

This AGREEMENT, made this _____ day of _____, 2017, by and between CITY OF BIRMINGHAM, having its principal municipal office at 151 Martin Street, Birmingham, MI (hereinafter sometimes called "City"), and Heartland Payment Systems, LLC, having its principal office at 10 Glenlake Parkway North East, North Tower, Atlanta, GA 30328-3473 (hereinafter called "Contractor"), provides as follows:

WITNESSETH:

WHEREAS, the City is desirous of selecting a credit card processing services contractor for single space parking meters in the City of Birmingham and has heretofore advertised for bids for the procurement and performance of services required to perform **CREDIT CARD PROCESSING SERVICES FOR SINGLE SPACE PARKING METERS**, and in connection therewith has prepared a request for sealed proposals ("RFP"), which includes certain instructions to bidders, specifications, terms and conditions.

WHEREAS, the Contractor has professional qualifications that meet the project requirements and has made a bid in accordance with such request for cost proposals to perform **CREDIT CARD PROCESSING SERVICES FOR SINGLE SPACE PARKING METERS**.

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

1. It is mutually agreed by and between the parties that the documents consisting of the Request for Proposal to perform **CREDIT CARD PROCESSING SERVICES FOR SINGLE SPACE PARKING METERS** and the Contractor's corrected cost proposal submitted April 20, 2017 including special interchange pricing shall be incorporated herein by reference and shall become a part of this Agreement, and shall be binding upon both parties hereto. If any of the documents are in conflict with one another, this Agreement shall take precedence, then the RFP.
2. The City shall pay the Contractor for the performance of this Agreement in a sum not to exceed the amount proposed for combined total credit card processing fees, as set forth in the Contractor's corrected cost proposal including special interchange pricing submitted April 20, 2017.
3. This Agreement shall commence upon execution by both parties, unless the City exercises its option to terminate the Agreement in accordance with the Request for Proposals.
4. The Contractor shall employ personnel of good moral character and fitness in performing all services under this Agreement.

5. The Contractor and the City agree that the Contractor is acting as an independent Contractor with respect to the Contractor's role in providing services to the City pursuant to this Agreement, and as such, shall be liable for its own actions and neither the Contractor nor its employees shall be construed as employees of the City. Nothing contained in this Agreement shall be construed to imply a joint venture or partnership and neither party, by virtue of this Agreement, shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party, except as specifically outlined herein. Neither the City nor the Contractor shall be considered or construed to be the agent of the other, nor shall either have the right to bind the other in any manner whatsoever, except as specifically provided in this Agreement, and this Agreement shall not be construed as a contract of agency. The Contractor shall not be entitled or eligible to participate in any benefits or privileges given or extended by the City, or be deemed an employee of the City for purposes of federal or state withholding taxes, FICA taxes, unemployment, workers' compensation or any other employer contributions on behalf of the City.
6. The Contractor acknowledges that in performing services pursuant to this Agreement, certain confidential and/or proprietary information (including, but not limited to, internal organization, methodology, personnel and financial information, etc.) may become involved. The Contractor recognizes that unauthorized exposure of such confidential or proprietary information could irreparably damage the City. Therefore, the Contractor agrees to use reasonable care to safeguard the confidential and proprietary information and to prevent the unauthorized use or disclosure thereof. The Contractor shall inform its employees of the confidential or proprietary nature of such information and shall limit access thereto to employees rendering services pursuant to this Agreement. The Contractor further agrees to use such confidential or proprietary information only for the purpose of performing services pursuant to this Agreement.
7. This Agreement shall be governed by and performed, interpreted and enforced in accordance with the laws of the State of Michigan. The Contractor agrees to perform all services provided for in this Agreement in accordance with and in full compliance with all local, state and federal laws and regulations.
8. If any provision of this Agreement is declared invalid, illegal or unenforceable, such provision shall be severed from this Agreement and all other provisions shall remain in full force and effect.
9. This Agreement shall be binding upon the successors and assigns of the parties hereto, but no such assignment shall be made by the Contractor without the prior written consent of the City. Any attempt at assignment without prior written consent shall be void and of no effect.
10. The Contractor agrees that neither it nor its subcontractors will discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight or marital status. The Contractor shall inform the City of all claims or suits asserted against it by the Contractor's employees who work pursuant to this Agreement. The Contractor shall provide the City with

periodic status reports concerning all such claims or suits, at intervals established by the City.

11. The Contractor shall not commence work under this Agreement until it has, at its sole expense, obtained the insurance required under this paragraph. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with carriers acceptable to the City of Birmingham.

12. The Contractor shall maintain during the life of this Agreement the types of insurance coverage and minimum limits as set forth below:

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

B. Commercial General Liability Insurance: Contractor shall procure and maintain during the life of this Agreement, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.

C. Motor Vehicle Liability: Contractor shall procure and maintain during the life of this Agreement Motor Vehicle Liability Insurance, including all applicable no-fault coverages, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

D. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be *Additional Insureds*: The City of Birmingham, including all elected and appointed officials, all employee and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to any other coverage that may be available to the additional insured, whether any other available coverage by primary, contributing or excess.

E. Professional Liability: Professional liability insurance with limits of not less than \$1,000,000 per claim if Contractor will provide service that are customarily subject to this type of coverage.

F. Cancellation Notice: Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance (and Professional Liability Insurance, if applicable), as described above, shall include an endorsement stating the following: "Thirty (30) days Advance Written Notice of Cancellation or Non-Renewal, shall be sent

to: Finance Director, City of Birmingham, PO Box 3001, 151 Martin Street, Birmingham, MI 48012-3001.

- G. Proof of Insurance Coverage: Contractor shall provide the City of Birmingham at the time the Agreement is returned for execution, Certificates of Insurance and/or policies, acceptable to the City of Birmingham, as listed below.
- 1) Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance;
 - 2) Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
 - 3) Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
 - 4) Two (2) copies of Certificate of Insurance for Professional Liability Insurance;
 - 5) If so requested, Certified Copies of all policies mentioned above will be furnished.
- H. Coverage Expiration: If any of the above coverages expire during the term of this Agreement, Contractor shall deliver renewal certificates and/or policies to the City of Birmingham at least (10) days prior to the expiration date.
- I. Maintaining Insurance: Upon failure of the Contractor to obtain or maintain such insurance coverage for the term of the Agreement, the City of Birmingham may, at its option, purchase such coverage and subtract the cost of obtaining such coverage from the Agreement amount. In obtaining such coverage, the City of Birmingham shall have no obligation to procure the most cost-effective coverage but may contract with any insurer for such coverage.
13. To the fullest extent permitted by law, the Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Birmingham, its elected and appointed officials, employees and volunteers working on behalf of the City of Birmingham against any and all third party claims, demands, suits, or loss, including all costs and reasonable attorney fees connected therewith, for any damages which may be asserted, claimed or recovered against or from the City of Birmingham, its elected and appointed officials, employees and volunteers working on behalf of the City of Birmingham, by reason of personal injury, including bodily injury and death and/or tangible property damage, which directly arises out of Contractor's negligence or willful misconduct. Such responsibility shall not be construed as liability for damage caused by or resulting from the sole act or omission of its elected or appointed officials, employees and volunteers working on behalf of the City of Birmingham.
14. City shall at all times maintain a direct deposit account (the "Account" or "DDA"), in good standing, at a bank that is a Receiving Depository Financial Institution (RDFI) of the Federal Reserve Bank ACH System or other ACH settlement network. City agrees that all credits for collected funds shall be made automatically to the Account. City also agrees that it is responsible for all Chargebacks, Credit Vouchers, payments and adjustments and under the terms of this Agreement which shall be automatically made to the Account. City shall not close, restrict or change the Account without prior written approval from Contractor. City agrees to pay Contractor a twenty-five dollar (\$25.00) fee on all returned ACH items.

15. The PCI Security Standards Council ("PCI SSC") was founded by American Express, Discover Financial Services, JCB, MasterCard Worldwide and Visa, Inc. All five founders agreed to incorporate PCI Data Security Standards ("PCI DSS") as the technical requirements of each of their data security compliance programs. The PCI SSC is responsible for the Payment Application Data Security Standard ("PA-DSS") and PIN Transaction Security Requirements for PIN-Entry Devices ("PED"). The Card Schemes may levy fines, suspend or terminate services, or impose other restrictions if it is determined that City is not compliant with applicable security standards. City is responsible for all fines and fees assessed by any Card Scheme in connection with the City's violation of data security standards.
16. Debit transactions are governed by network regulations as well as federal and state laws and regulations, including but not limited to the Electronic Funds Transfer Act, and Regulation E, pursuant to which consumers may have up to sixty (60) days to dispute a Transaction. Merchant shall comply with all applicable federal, state and local laws and regulations.
17. Contractor agrees to mail or electronically transmit all Chargeback documentation to City promptly at City's address shown in the Application. City is responsible for verifying its monthly statement and its daily deposit for Chargebacks and Chargeback handling fees pursuant to this Agreement. City shall notify Contractor in writing within forty-five (45) days after any debit or credit is or should have been affected. If City notifies Contractor after such time, Contractor shall not have any obligation to investigate or effect any such adjustments. Any voluntary efforts by Contractor to assist City in investigating such matters after the 45 day notification has expired, shall not create an obligation to continue such investigation or any future investigation.
18. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, CONSEQUENTIAL, INDIRECT, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS, REVENUES, AND BUSINESS OPPORTUNITIES. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT. City acknowledges that any losses pursuant to this Agreement are commercial in nature.
19. CONTRACTOR MAKES NO WARRANTY WHATSOEVER REGARDING CARD AUTHORIZATIONS, DECLINES OR REFERRAL CODES, RESPONSES TO REQUESTS FOR AUTHORIZATION, PROCESSING, SETTLEMENT, OR ANY OTHER SERVICES PROVIDED BY OR ON BEHALF OF CONTRACTOR HEREUNDER, AND CONTRACTOR HEREBY DISCLAIMS ANY AND ALL SUCH WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, and without limitation of the foregoing, City acknowledges that Contractor has no liability or responsibility for the actions of any Card Scheme, Card Issuer or Cardholder.
20. This Agreement shall become effective upon acceptance of the first City deposit by Contractor and shall continue in effect for a term of twelve (12) months therefrom. Thereafter, the Agreement will automatically renew for additional twelve (12) month periods unless terminated by any party by giving thirty (30) days written notice prior to the end of any term, except that in case of reasonably suspected fraud or other criminal activity or as required by a Card Scheme, this Agreement may be terminated by either party immediately,

and written notice provided to the other party within ten (10) days thereafter. Notwithstanding the forgoing, this Agreement may be terminated by either party, for convenience, without penalty, upon thirty (30) days prior written notice to the other party.

21. **No Third Party Beneficiary.** Under no circumstance, shall any third party be considered a third party beneficiary of City's rights or remedies under this Agreement or otherwise be entitled to any rights or remedies of City under this Agreement.
22. If, after the effective date of this Agreement, any official of the City, or spouse, child, parent or in-law of such official or employee shall become directly or indirectly interested in this Agreement or the affairs of the Contractor, the City shall have the right to terminate this Agreement without further liability to the Contractor if the disqualification has not been removed within thirty (30) days after the City has given the Contractor notice of the disqualifying interest. Ownership of less than one percent (1%) of the stock or other equity interest in a corporation or partnership shall not be a disqualifying interest. Employment shall be a disqualifying interest.
23. If Contractor fails to perform its obligations hereunder, the City may take any and all remedial actions provided by the general specifications or otherwise permitted by law.
24. All notices required to be sent pursuant to this Agreement shall be mailed to the following addresses:

City of Birmingham
Attn: Ellen DeView
151 Martin Street
Birmingham, MI 48009
(248) 530-1869

CONTRACTOR
Heartland Payment Systems
570 Devall Street, Suite 202
Auburn, AL 36831
(732) 332-0677

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

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

WITNESSES:

CONTRACTOR

Amanda Stuke
Amanda Stuke, Exec Assistant

By: Anthony Capucille
Its: Anthony Capucille, President

CITY OF BIRMINGHAM

By: _____
Mark Nickita
Its: Mayor

By: _____
Cherilynn Brown
Its: City Clerk

Approved:

m. H. C.

Mark H. Clemence, Chief of Police
(Approved as to substance)

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

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

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

