

**VILLAGE OF DOWNERS GROVE**  
**REPORT FOR THE VILLAGE COUNCIL MEETING**  
**APRIL 12, 2011 AGENDA**

SUBJECT:	TYPE:	SUBMITTED BY:
Resolution Authorizing Agreement with Total Parking Solutions for Pay-by-Phone	<div style="display: flex; flex-direction: column; align-items: center;"> <div>✓ Resolution</div> <div>✓ Ordinance</div> <div>Motion</div> <div>Discussion Only</div> </div>	Allison Alonzo Management Analyst

**SYNOPSIS**

A resolution has been prepared authorizing an agreement between the Village and Total Parking Solutions for a Pay-by-Phone option for daily fee parking for the Belmont train station and parking deck parking spaces. An ordinance has been prepared to allow credit card payments for parking and establish an administrative fee for pay-by-phone transactions.

**STRATEGIC PLAN ALIGNMENT**

The goals for 2011 to 2018 include *Exceptional Municipal Services* and *Continual Innovation*.

**FISCAL IMPACT**

This service has a start-up cost of \$1,000 that will be paid from the Parking Fund. Staff recommends recouping this cost with a \$.13 administrative fee per transaction.

**RECOMMENDATION**

Approval on the April 19, 2011 active agenda.

**BACKGROUND**

The Village's parking pay station vendor, Total Parking Solutions, provides a pay-by-phone option in partnership with ParkMobile. This service, which would be a new, convenient option available to daily fee parking space users, allows users to bypass the Village's parking pay station and instead pay using a mobile phone application, phone call or any internet connection. Pay-by-phone users will pay the \$3.00 daily parking fee, plus an additional transaction fee levied by the Total Parking Solutions of \$.37 per transaction. Staff recommends an additional \$.13 administrative fee per transaction to recoup the service's start-up costs of \$1,000. Therefore, users who choose the pay-by-phone option will pay a total of \$3.50 for daily parking fees.

The pay-by-phone system is currently in place in Barrington, Crystal Lake and Hinsdale. Staff contacted officials from Barrington, which has been using the pay-by-phone system since November 2010. Barrington is pleased with the system to this point.

Because the transaction fee is an adjustment to the parking fees found in the Municipal Code, an ordinance has been prepared to amend daily parking fees to include the \$.50 transaction fee if the pay-by-phone system is used. The ordinance also amends the payment types to include credit cards payments and to delete the Village debit card, also known as a Smart Card, which will no longer be accepted for payment when the new pay stations are installed in the Downtown parking deck. Current Smart Card users will be eligible to receive a refund for the balance remaining on the cards.

**ATTACHMENTS**

Agreement with Total Parking Solutions  
Resolution  
Ordinance

**RESOLUTION NO. \_\_\_\_**

**A RESOLUTION AUTHORIZING EXECUTION OF AN  
AGREEMENT BETWEEN THE VILLAGE OF DOWNERS GROVE  
AND TOTAL PARKING SOLUTIONS**

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

1. That the form and substance of a certain Agreement (the “Agreement”), between the Village of Downers Grove (the “Village”) and Total Parking Solutions (the “Contractor”), for commuters to pay for parking by phone, as set forth in the form of the Agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

2. That the Village Manager and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Agreement.

4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

\_\_\_\_\_  
Mayor

Passed:

Attest: \_\_\_\_\_  
Village Clerk

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING DAILY PERMIT FEES**

BE IT ORDAINED by the Village Council of the Village of Downers Grove in DuPage County, Illinois, as follows: (Additions are indicated by ~~shading~~/underline; deletions by ~~strikeout~~):

**Section 1. That Section 14.109. is hereby amended to read as follows:**

**14.109. Parking Fees for the Parking Deck**

(a) The following types of parking and associated fees are to be permitted in the Parking Deck. The spaces designated for each use shall be so marked with adequate signs located in the Parking Deck. The number of spaces allocated for each types of use may be adjusted from time to time depending on demand.

- (i) 4-hour parking - free
- (ii) daily fee parking - \$3.00 per day (Level 5, after 8:00 a.m.)
- (iii) quarterly commuter parking permit -
  - (1) \$90.00 per quarter (resident)
  - (2) \$120.00 per quarter (non-resident)
  - (3) \$195.00 per quarter for Resident Overnight (Lot R) permit parking.
  - (4) If payment for a quarterly commuter parking permit (Rate Class I, II or V) is not

received forty-five (45) days following the date of the issued invoice, a twenty-five dollar (\$25.00) late fee will be assessed in addition to the cost of the permit.

(5) If payment and late fee are not received fifty-five (55) days following the date of the invoice, the permit will no longer be valid and the holder will no longer be eligible to park in the previously assigned lot/space.

- (iv) downtown employee overlay parking permit - \$25.00 per quarter.

(1) If payment for a quarterly downtown employee overlay parking permit (Rate Class III) is not received forty-five (45) days following the date of the issued invoice, a ten dollar (\$10.00) late fee will be assessed in addition to the cost of the permit.

(2) If payment and late fee are not received fifty-five (55) days following the date of the invoice, the downtown employee overlay parking permit will no longer be valid and the holder will no longer be eligible to park in the previously assigned lot/space.

(v) an administrative fee assessed for the ~~Village debit card for~~ pay by phone use of Daily Fee Automated Pay System shall be as set forth in Administrative Regulation entitled "User-Fee, License and Fine Schedule".

(b) The space allocation and fees listed previously shall be in effect each weekday (M-F) until 3:00 PM. After 3:00 PM all spaces are designated as free parking until 2:00 AM except that Lot R permits are valid at all times.

(c) Payment for daily fee commuter parking shall be provided through the Daily Fee Automated Pay System. These spaces may be lawfully occupied by a vehicle only for the period of time for which lawful coins, paper currency, ~~of a Village debit card that carries a positive balance in United States currency prior to use~~ or credit card payment has been deposited in the automated pay system designated for such parking space use, computed in accordance with and subject to the maximum lawful parking time period set in the designated space. Such payment shall be made immediately following the parking of the vehicle.

**Section 2. That Section 14.111.1. is hereby amended to read as follows:**

**14.111.1. Automated Pay System.**

Automated pay system machines are placed on the first floor of the Parking Deck and located ~~in~~ at the Belmont Train Station ~~for Lots J and K~~ for the payment and receipt of fees for parking in the daily fee

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parking zones or spaces.

(a) For each numbered space, the automated pay system shall receive payment by coin, paper currency, or ~~Village debit parking card~~ credit card. Such payment shall be made immediately following the parking of the vehicle.

(b) For the specified parking space, such machines shall provide a printed receipt which indicates the date, the time of the transaction, the space number and the amount of the payment.

(c) Possession of a payment receipt or payment for a daily fee parking space other than that which is occupied shall not be a defense to a citation for a violation of this section.

(d) It shall be unlawful for any unauthorized person to deface, tamper with, open, willfully damage, or impair the usefulness of any Village operated automated pay system parking machine.

(e) It shall be unlawful to deposit any slug, device, or metallic substitute for a coin, counterfeit paper currency, ~~counterfeit Village issued parking debit card~~, or any liquid or other material into a Village operated automated pay system machine.

(f) Any damage to Village property as enumerated in paragraphs (d) and (e), above, shall be enforced under the Downers Grove Municipal Code, Section 15.6 and the penalties for such violations shall be those penalties enumerated in Section 15.7 of this Code.

(g) An administrative fee assessed for the pay by phone use of Daily Fee Automated Pay System shall be as set forth in Administrative Regulation entitled "User-Fee, License and Fine Schedule".

(h) The space allocation and fees shall be in effect each weekday (M-F) until 3:00 PM. After 3:00 PM all spaces are designated as free parking until 2:00 AM.

### **Section 3. That Section 14.123. is hereby amended to read as follows:**

#### **14.123. Issuance and sale of permits.**

(a) The Village Manager shall cause suitable window sticker permits or hang tags be prepared and made available for issuance and sale. The aggregate number of permits prepared, available and designated for any specific permit lot (or for any portion thereof designated for permit parking pursuant to Section 14-122) at any one time shall not exceed one hundred twenty percent of the number of parking spaces available for parking vehicles in such lot (or such portion thereof.)

Notwithstanding anything in this Code to the contrary, the number of permit stickers or hang tags sold shall not exceed the number of parking spaces actually available for parking of vehicles in such lot (or such portion thereof) unless the Village Manager determines, on the basis of surveys of parking space vacancy rates and other relevant criteria, that the sale of an additional amount of parking stickers or hang tags is justified, in which event, an additional amount of parking stickers or hang tags may also be sold at the direction of the Village Manager. Permit stickers and hang tags shall designate the permit parking lot for which issued and shall be issued and sold for a minimum three month period and a maximum of one year, except that permit stickers or hang tags for Lot W and Lot Z shall only be issued annually.

(b) Under the direction of the Village Manager, permit stickers or hang tags shall be offered for sale during regular business hours at the Village offices in advance of the commencement of each such three month period and shall be sold to applicants in accordance with the chronological priority of applications for such permits, subject to the following:

(1) Permit renewal notices shall be mailed to existing permit holders, and renewal permits or hang tags may be issued and sold to such permit holders, in advance of the time when such permits or tags are made available for sale at the Village offices provided payment is made prior to the established deadline for renewal; however, every overlay parking permit shall require resubmission of proof of employment at a DB Downtown Business District business as provided for in paragraph (g) of this section on a yearly basis.

(2) At the discretion of the Village Manager, permit stickers and hang tags may be offered for sale at the Village offices only to persons residing within the corporate limits of the Village or persons who own or are employed by businesses within the DB Downtown Business District of the Village, as defined in the

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Comprehensive Zoning Ordinance of the Village, prior to any offer of such permits for sale to the general public and nonresidents. To be eligible for a permit pursuant to this Section, the applicant must either be actually residing and living within the Village, or be employed by, or an owner of, a business within the DB Downtown Business District at the time of application.

(c) The fee for each such permit sticker or hang tag for each three month period shall be determined by the rate class assigned to the permit parking lot for which such permit sticker or hang tag is to be issued, computed in accordance with and subject to the following schedule:

Rate class	Resident Fee	Non-Resident Fee
I	\$80.00	\$110.00
II	\$75.00	\$105.00
III	\$25.00	
IV	\$250.00	
V	\$90.00	\$120.00
VI	\$195.00	
VII	\$3.00/daily*	\$3.00/daily*

(plus an additional \$.50 if pay by phone system is used)

Such fee shall be reduced, based on a daily proration of the number of days that have expired prior to the date of sale of such permit sticker or hang tag.

(d) If payment for a Rate Class I, II or V parking permits is not received forty-five (45) days following the date of the issued invoice, a twenty-five dollar (\$25.00) late fee will be assessed in addition to the cost of the permit.

(e) If payment for a Rate Class III parking permit is not received forty-five (45) days following the date of the issued invoice, a ten dollar (\$10.00) late fee will be assessed in addition to the cost of the permit.

(f) If payment and late fee are not received fifty-five (55) days following the date of the invoice, the Rate Class I, II or III or V parking permit will no longer be valid and the holder will no longer be eligible to park in the previously assigned lot/space.

(g) At the discretion of the Village Manager, permit holders may return permit stickers and hang tags prior to the expiration of the three-month period covered by such permit sticker or hang tag and may receive a refund of all or a portion of the fee paid for such sticker or tag, without interest, such refund to be determined on the basis of number of unexpired full days remaining in such three-month period less a \$6.00 administrative fee. Class III permits shall be returned to the Village for such refund immediately upon the termination of permit holder's employment with a business located in the DB Downtown Business District as defined in the Comprehensive Zoning Ordinance of the Village. Permit stickers and hang tags issued to permit holders pursuant to this Section shall not be transferable to another person, motor vehicle, or parking lot, except as provided in subsection (h). Such returned permits may be resold in chronological priority to those on waiting lists kept by the Village for that quarter and not valid past the next sale of permits, but such waiting list for Lots A, B, C, D, F, L, and R shall include Downers Grove residents only.

(h) The following permit parking lots shall have the following rate classes:

Rate class I: Lot A, lot B, lot C, lot G, lot H and lot L, as such lots are designated in Section 14-85.

Rate class II: Lot D, lot F and lot I, as such lots are designated in Section 14-85.

Rate class III: Lot A, lot B, lot D, lot F, lot L, Forest Lot North, a portion of the Main and Maple Avenue lot and any designated spaces in the Parking Deck as such lots are designated in Section 14-85.

Rate class IV: Lot W and Lot Z.

Rate class V: Lot S in the Parking Deck.

Rate class VI: Lot R in the Parking Deck.

Rate class VII: One-day parking permit, Level 5 of the Parking Deck after 8:00 a.m. or in any Village permit parking lot, with the exception of Village Employee Lot V and Lot L, after 8:15 a.m.; Lots J and K, Chase Avenue Lot.

(i) Notwithstanding any contrary provision in this division, the Village Manager shall be authorized to

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refuse to issue any such permit sticker or hang tag, or renewal thereof, to any permit holder who is convicted of more than three violations of any of the provisions of this division within any consecutive period of six months, except for Section 14-127.

(j) Class III permits, also referred to as "overlay parking permits", shall be issued only to employees of businesses located in the DB Downtown Business District, as defined in the Comprehensive Zoning Ordinance of the Village, upon their providing evidence of such employment. An overlay parking permit shall be available for purchase at Village Hall only for those DB Downtown Business District employees who provide the following: (1) a current pay stub from a DB Downtown Business District employer; and (2) a written letter on letterhead from the DB Downtown Business District employer requesting permission for said employee to obtain an overlay parking permit along with the employee's general work schedule.

Said overlay parking permit may only be used by a DB Downtown Business District employee during the employee's working hours at the DB Downtown Business District employer's place of business. Any violation of these requirements or misuse of this permit may result in a forfeiture of said permit and inability to apply for another permit for a period of one (1) year as well as a parking citation issued pursuant to this Code. Overlay parking permits shall be valid in lot A, lot B, lot C, lot D, lot F and lot L from 8:30 a.m. to 12:00 noon, Monday through Friday and in Forest Lot North, a portion of the Main and Maple Avenue lot and any designated spaces in the Parking Deck from 5:00 a.m. to 3:00 p.m., Monday through Friday.

(k) Transfers between Village permit parking lots shall be made only at the start of a three-month permit period. If a permit holder desires to transfer to another Village permit parking lot, the permit holder shall remit to the Village the following: (1) the parking permit renewal form; (2) a request that the permit be transferred to another lot as specified by the permit holder; and (3) payment of the appropriate parking permit fee in the manner specified by the Village.

Transfers shall be made by the Village after permit renewals are completed, but prior to sale to the general public, and shall be made in accordance with the chronological order such requests for transfers were received; however, non-resident permit holders shall not be allowed to transfer into Lots A, B, C, D, F, L and S.

(l) At the discretion of the Village Manager, the Village may sell one-day parking permits for Village permit parking lots at a cost of \$3.00 each (Rate Class VII). Such permits shall be sold only after 8:15 a.m. on the day the permit may validly be used and may be used in any Village permit parking lot except in Village Employee Lot V and in Lot L. One-day parking permits for Level 5 of the Parking Deck may be purchased only after 8:00 a.m. After 11:59 a.m. Monday through Friday, the Village permit parking lot spaces are free, except Lot R and Lot V.

(m) Permits for Lot W (Class IV) shall only be issued to students of Downers Grove North High School, said permits are non-transferable.

(n) Permits for Lot Z (Class IV) shall only be issued to students of Downers Grove South High School, said permits are non-transferable. (Ord. No. 1542, § 4; Ord. No. 1737, §§ 8, 9; Ord. No. 1820, § 2; Ord. No. 1861, § 1; Ord. No. 1989, § 3; Ord. No. 2346, § 1; Ord. No. 2375, § 2; Ord. No. 2531, § 4; Ord. No. 2906, § 1; Ord. No. 3118, §§ 15, 16; Ord. No. 3127, §§ 10, 11; Ord. No. 3195, § 2; Ord. No. 3202, § 1; Ord. No. 3348, § 1; Ord. No. 3353, § 1.)

**Section 3.** That all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

**Section 4.** That this ordinance shall be in full force and effect from and after its passage and publication in the manner provided by law.

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Mayor

Passed:

Pay by Phone

Published:

Attest: \_\_\_\_\_  
Village Clerk



## **AGREEMENT**

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2011 by and between Total Parking Solutions (the "Contractor") and the Village of Downers Grove (the "Village").

WHEREAS, the Village wishes to retain the services of the Contractor to provide services allowing parking commuters to pay for parking by phone; and

WHEREAS, the Contractor is willing to perform these services for compensation and in accordance with the terms and conditions described in this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits that will result to the parties in carrying out the terms of this Agreement, it is agreed as follows:

### **I. Scope of Services**

The scope of services shall be that set forth in the proposal dated February 14, 2011 attached hereto and made a part hereof as Exhibit A.

### **II. Term of Agreement**

A. This Agreement shall be three years from the date of its execution.

### **III. Compensation**

#### **A. Basic Fees:**

Fees for this service shall not exceed the amount set forth in Exhibit A.

#### **B. Contractor Invoices:**

The Contractor shall prepare invoices that contain a total reimbursable amount for the billing period, amounts billed to date, and amounts received to date.

#### **C. Prompt Payment Act:**

The Village will comply with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., in that any bill approved for payment must be paid or the payment issued to the Contractor within 60 days of receipt of a proper bill or invoice. If payment is not issued to the Contractor within this 60 day period, an interest penalty of 1.0% of any amount approved and unpaid shall be added for each month or fraction thereof after the end of this 60 day period, until final payment is made.

The Village shall review in a timely manner each bill or invoice after its receipt. If the Village determines that the bill or invoice contains a defect making it unable to process the payment request, the Village shall notify the Contractor requesting payment as soon as possible after discovering the defect pursuant to rules promulgated under 50 ILCS 505/1 et seq. The notice shall identify the defect and any additional information necessary to correct the defect.

### **IV. General Terms and Conditions**

#### **A. Relationship Between the Contractor and the Village**

The relationship between the Village and the Contractor is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other.

#### **B. Equal Employment Opportunity**

In the event of the Contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Contractor agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
2. That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Act and Rules and Regulations, the Contractor will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
5. That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
6. That it will permit access to and provide specific relevant documentation from books, records, accounts and work sites by personnel of the contracting agency and the Department

for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

7. That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivision or municipal corporations.

#### **C. Sexual Harassment**

Contractor, as a party to a public contract, has a project specific written sexual harassment policy amended so that it:

1. Notes the illegality of sexual harassment;
2. Sets forth the State law definition of sexual harassment;
3. Describes sexual harassment utilizing examples;
4. Describes the Contractor or supplier's internal complaint process including penalties;
5. Describes the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and how to contact these entities, and;
6. Describes the protection against retaliation afforded under the Illinois Human Rights Act.

#### **D. Drug Free Work Place**

Contractor, as party to a public contract, certifies and agrees that it will provide a drug free workplace by:

1. Publishing a statement: (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the grantee's or Contractor's workplace. (2) Specifying the actions that will be taken against employees for violations of such prohibition. (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will: abide by the terms of the statement; and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
2. Establishing a drug free awareness program to inform employees about: (1) the dangers of drug abuse in the workplace; (2) the grantee's or Contractor's policy of maintaining a drug free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; (4) the penalties that may be imposed upon employees for drug violations.
3. Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
4. Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise

receiving actual notice of such conviction.

5. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted as required by Section 5 of the Drug Free Workplace Act.
6. Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
7. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

#### **E. Discrimination**

Contractor, its employees and subcontractors, agree not to commit unlawful discrimination and agree to comply with applicable provisions of the Illinois Human Rights Act, the Public Works Employment Discrimination Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each. The equal opportunity clause of the Department of Human Rights rules is specifically incorporated herein.

The Americans with Disabilities Act (42 U.S.C. 12101) and the regulations thereunder (28 CFR 35.130)(ADA) prohibit discrimination against persons with disabilities by the State, whether directly or through contractual arrangements, in the provision of any aid, benefit or service. As a condition of receiving this contract, the undersigned vendor certifies that services, programs and activities provided under this contract are and will continue to be in compliance with the ADA.

#### **V. Insurance and Indemnification of the Village**

- A. The Contractor shall be required to obtain, from a company or companies lawfully authorized to do business in the jurisdiction in which the project is located, such general liability insurance as will protect the Contractor from claims, at a minimum set forth below which may arise out of or result from the Contractor's operations under this agreement and for which the Contractor may legally liable:
  1. Claims under workers compensation, disability benefit and other similar employee benefit acts which are applicable to the operation to be performed;
  2. Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
  3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
  4. Claims for damages insured by the usual personal injury liability coverage which are sustained: (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor, or (2) by another person;
  5. Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting there from;
  6. Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
  7. Claims for damages as a result of professional or any other type of negligent action by the Contractor or failure to properly perform services under the scope of the agreement between the Contractor and the Village.

- B.** The Contractor shall demonstrate having such insurance coverage for a minimum of \$2 million for professional liability (errors and omissions).
- C.** As evidence of said coverages, Contractor shall provide the Village with certificates of insurance naming the Village of Downers Grove as an additional insured and include a provision for cancellation only upon at least 30 days prior notice to the Village. In addition, the Contractor shall indemnify and hold harmless the Village and its officers, employees and agents from any and all liability, losses or damages the Village may suffer as a result of claims, demands, suits, actions or proceedings of any kind or nature in any way resulting from or arising out of negligent action on the part of the Contractor or any sub-Contractor to the Contractor under the Contractor's agreement with the Village.

**D. Termination**

In the event of the Contractor's nonperformance, breach of the terms of the Agreement, or for any other reason, the Agreement may be canceled, in whole or in part, upon the Village's written notice to the Contractor. The Village will pay the Contractor's costs actually incurred as of the date of receipt of notice of default. Upon termination, the Contractor will deliver all documents and products of whatever kind, and their reproducible originals related to the project, which have been produced to the date of the notice of default.

**E. Governing Law**

This Agreement will be governed by and construed in accordance with the laws of the State of Illinois. Venue is proper only in the County of DuPage.

**F. Successors and Assigns**

The terms of this Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that neither party will assign this Agreement in whole or in part without the prior written approval of the other.

**G. Waiver of Contract Breach**

The waiver by one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof will be limited to the particular instance and will not operate or be deemed to waive any future breaches of this Agreement and will not be construed to be a waiver of any provision except for the particular instance.

**H. Amendment**

This Agreement will not be subject to amendment unless made in writing and signed by all parties.

**I. Indemnification**

The Contractor will indemnify and hold harmless the Village and its officers, employees and agents from any and all liability, losses or damages the Village may suffer as a result of claims, demands, suits, actions or proceedings of any kind or nature in any way resulting from or arising out of negligent action on the part of the Contractor or any sub-Contractors

under this Agreement. This indemnification does not apply to liability caused by the Village's own negligence. This indemnification is further capped at the value of this Contract.

**J. Severability of Invalid Provisions**

If any provisions of this Agreement are held to contravene or be invalid under the laws of any state, country or jurisdiction, contravention will not invalidate the entire Agreement, but it will be construed as if not containing the invalid provision and the rights or obligations of the parties will be construed and enforced accordingly.

**K. Assignment**

The Contractor will not assign or subcontract any portion of this Agreement, unless the Village agrees to the assignment or subcontract in writing. Any assignment will not relieve the Contractor from its obligations or change the terms of this Agreement.

The Contractor will provide a list of key staff, titles, responsibilities, and contact information to include all expected sub Contractors.

**L. Campaign Disclosure Certificate**

The Contractor shall comply with the Campaign Disclosure Certificate attached hereto and incorporated herein by reference as Exhibit B.

**M. Notice**

Any notice will be in writing and will be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party at the party's place of business. Notices shall be addressed to designated representatives of both parties as follows:

**Village Manager  
Village of Downers Grove  
801 Burlington Ave.  
Downers Grove, IL 60515**

TOTAL PARKING SOLUTIONS

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

**N. COOPERATION WITH FOIA COMPLIANCE**

Contractor acknowledges that the Freedom of Information Act may apply to public records in possession of the Contractor or a subcontractor. Contractor and all of its subcontractors shall cooperate with the Village in its efforts to comply with the Freedom of Information Act . 5 ILCS 140/1 et.seq.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date indicated above.

**Total Parking Solutions, Inc.**

By: Joseph J. Smith

Title: PRESIDENT OF OPERATIONS

Date: 3-21-11

**Village of Downers Grove**

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

Title: **Village Manager**

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

### Exhibit A. Campaign Disclosure Certificate

Any contractor, Proposer or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate, attached hereto.

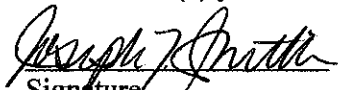
The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.

By signing the bid documents, contractor/proposer/Proposer/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

\_\_\_\_\_  
Under penalty of perjury, I declare:

- ☒ Proposer/vendor has not contributed to any elected Village position within the last five (5) years.

  
Signature

JOSEPH T. SMITH  
Print Name

- ☐ Proposer/vendor has contributed a campaign contribution to a current member of the Village Council within the last five (5) years.

Print the following information:

Name of Contributor: \_\_\_\_\_  
(company or individual)

To whom contribution was made: \_\_\_\_\_

Year contribution made: \_\_\_\_\_ Amount: \$ \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name



**Village of Downers Grove**  
**Pay By Phone Parking Payment System Proposal**  
**February 14, 2011**

**Pay by Phone Summary**

Parkmobile is the most innovative and comprehensive pay by phone parking solution available in the marketplace today. Parkmobile's leadership in pay by phone parking is reflective in over 100 successful implementations throughout the United States and Europe. Our recent partnership with Total Parking Solutions and Cale has allowed us access to their extensive customer base throughout the Metra system, offering an ideal compliment to their parking payment terminals.

**Registering for Service**

Parkmobile offers users fast and easy (on-street) account set up options. People can register via internet ([www.parkmobile.com](http://www.parkmobile.com)), download our mobile app (native iPhone and Blackberry, Droid ready in August, and a generic browser version), call the toll free 800 number and register with IVR (DTMF and speech), or register via the helpdesk. Required information:

- ▶ Credit card information (number, CVC, expiration date)
- ▶ License plate number
- ▶ (Optional) Zone number (if user wants to park directly)

**Access to the service**

Parkmobile users have access to the service via:

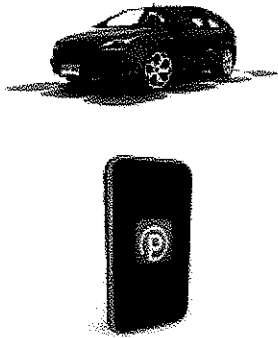
- ▶ Mobile apps (native iPhone and Blackberry, Droid ready in August, and a generic browser version)
- ▶ Toll free 800 number (DTMF and speech)
- ▶ SMS/TXT message
- ▶ Internet (via username and password protected personal pages)
- ▶ Land line
- ▶ Help desk

▶ **One-time registration from home or from your parking spot**

- ✓ Call the Parkmobile 800 number or go to [parkmobile.com](http://parkmobile.com)
- ✓ If interested in using a Mobile application to activate or de-activate pay by phone parking, go to [parkmobile.com](http://parkmobile.com) to download mobile application.

▶ **When Registering while parking**

- ✓ Enter or say your zone number
- ✓ Enter or say your credit card details
- ✓ Enter or say your license plate number

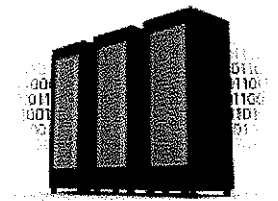


### ► When Parking

- ✓ Driver pulls into a Parkmobile parking space. The driver can register with Parkmobile in advance or when parking. A driver only has to register once.
- ✓ Driver uses our mobile app or calls Parkmobile's toll-free number on the sign or meter and speaks or keys in the parking zone number.
- ✓ Transactions can also start with landline, internet or SMS/TXT message. Parkmobile confirms the zone and parking rate. This process takes less than 20 seconds from 'send' to 'end'.
- ✓ Optional: Receive periodical (e.g. every hour) reminder (still active) and warning (parking about to expire) text messages

### ► Once you've Returned to vehicle (start stop method of operation only)

- ✓ Call Parkmobile's toll-free number
- ✓ Confirm end of parking transaction (enter 1 or say yes)
- ✓ Optional: Receive parking transaction information (duration, cost, etc.)



### Centralized Data Management

Information is instantly sent to Parkmobile's centralized data management system and is immediately available to the parking provider. All information is protected using a SSL-256 bit encryption process. Our SQL servers are maintained and hosted in a secure and redundant cloud using a SAS-70 certified service provider here in the U.S.

### Pricing

Pay by Phone charges are a standard rate of \$0.37 per transaction, which would be paid by the end user or the Client.

Implementation of Integrated Pay by Phone system is \$1,000 for the initial programming and set-up, and installation of signage and informational stickers. There is a cost of \$250 for each additional parking lot or garage added to the system by the municipality or operator.

## **Integration**

Parkmobile offers pay by phone parking as a hosted solution to a Village. This means that the City has 24x7 access to reports offered via username and password protected SSL256 ('Padlock') encrypted website. The only system operating requirement is Internet Explorer 5.5 or higher. Parkmobile's platform is Microsoft .net and SQL server based. All of our solutions are also compatible with Apple and other operating systems. Parkmobile's pay by phone parking system is hosted by AT&T in a synaptic 'cloud' hosting solution which guarantees an unmatched uptime performance of 99.99%.

## **Cale Integration**

Parkmobile offers custom integration with Cale's web interface system. At locations where Parkmobile's pay by phone parking system is used, suppliers can pull the detailed parking information obtained from Parkmobile's pay by phone parking system to then present to their customers through Cale's web interface. The integration can be configured to pull the parking information as often as necessary to present real-time parking start/expiration times for parking spaces. The following parking information is an example of what can be pulled from Parkmobile's pay by phone parking system:

- ✓ Start date and time of the payment
- ✓ Expiration date and time of the payment
- ✓ Space number (if one was used)
- ✓ Parking zone number

## **Enforcement**

Enforcement shall be integrated with Cale WebOffice and all Pay by Phone transactions shall appear real time with Pay by Space transactions paid at the pay stations as they are currently done over Cale WebOffice.

## **Compliance**

Parkmobile recognizes the importance of protecting our customer's from fraud while maintaining their privacy and in order to do so, complies with the highest industry standards:

**SAS 70 Certification** - Parkmobile has completed its SAS 70 Type I audit. We are currently in the process to become SAS 70 Type II certified. Additionally, our AT&T Synaptic hosting solution is already SAS 70 Type II Compliant and semi-annually audited.

**PCI DSS Level 1** - Parkmobile's pay by phone parking solution is PCI DSS Level 1 compliant and complies with the highest security standards in the credit card payment processing industry.

**ADA Compliance** - Parkmobile offers multiple channels to utilize cashless payments of parking and is ADA compliant through either our mobile app or TTY capability via our customer support service center.



Total Parking Solutions Inc.

**Village of Downers Grove  
Pay by Phone Parking Payment Proposal  
February 14, 2011**

**Standard Offer**

***Provide Turn Key Operation for Pay by Phone Parking Payment:***

- ❖ Set up, programming and implementation of system
- ❖ Provide informational/instruction signage and hardware to the Village of Downers Grove for installation at the Belmont Metra Station and parking lot(s) as specified by the Village (Village to install).
- ❖ Provide informational brochures and distribute to commuters the morning of activation by TPS staff

Initial set up and programming, onetime fee	\$ 1,000.00
Additional sites - \$ 250.00 per site, onetime fee	\$ NA
Total Cost	<u>\$ 1,000.00</u>

\* Pay by Phone charges are a standard rate of \$0.37 per transaction, which are to be paid by the end user/commuter

**TERMS AND CONDITIONS**

*Implementation*

*Typically 4 weeks after approval*

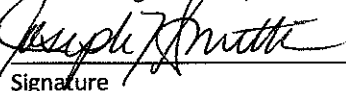
*Payment Terms*

*100% billable upon completion,  
Terms 30 days*

Proposed by:

Accepted by:

Total Parking Solutions, Inc.

  
Signature

3-21-11  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date