

IN THE MISSOURI CIRCUIT COURT  
22nd JUDICIAL CIRCUIT  
(CITY OF ST. LOUIS)

FRED WESSELS, )  
)  
)  
Plaintiff, )  
)  
)  
v. )  
)  
)  
LARRY C. WILLIAMS, )  
    Serve: 1200 Market Street )  
            Room 220 )  
            St. Louis, MO 63103 )  
)  
and, )  
)  
)  
DUNCAN SOLUTIONS, INC. )  
    Serve: CT Corporation System )  
            120 S. Central Ave. )  
            Clayton, MO 63105 )  
)  
Defendants. )

Case Number:  
Division Number:

CASHIER  
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CITY OF ST. LOUIS

**PETITION FOR DECLARATORY JUDGMENT AND INJUNCTIVE RELIEF**

COMES NOW Plaintiff Fred Wessels and states:

1. Plaintiff Fred Wessels (collectively "Plaintiff") is an individual residing within the City of St. Louis, State of Missouri.
2. Defendant Larry C. Williams is, and has been at all times pertinent hereto, the Treasurer of the City of St. Louis, purporting to exercise the functions and responsibilities prescribed by, among other provisions of law, §82.485, RSMo, Art. XV, §§23, 24 of the City of St. Louis Charter, and §§ 5.10.010, et seq., 17.62.140 and §§17.62.010, et seq., of the Revised Code of the City of St. Louis ("Code"). Defendant Williams is sued in his official capacity only.
3. Duncan Solutions, Inc. ("DSI") is a corporation organized under the laws of the State of California whose principal place of business is located in Milwaukee, Wisconsin. DSI is

authorized to do business in the State of Missouri.

4. Plaintiff Wessels is a taxpayer of the City of St. Louis (“City”) and the State of Missouri (“State”).

5. The City is a constitutional charter city of the State of Missouri.

6. Sections 82.485 and 82.487, RSMo, contain certain language and directives purporting to establish municipal offices, and duties of a municipal officer and an agency in the City. These statutes purport to create the position of Parking Supervisor, and an agency denominated the Parking Commission, endowing them with nearly unfettered responsibility for matters relating to public parking in the City; these are inherently municipal matters. These two statutes shall hereinafter be referenced as the “City Parking Regulatory Statutes”.

7. The Missouri Constitution provides in pertinent part: “No law shall be enacted creating or fixing the powers, duties or compensation of any municipal office or employment, for any city framing or adopting its own charter under this or any previous constitution....” Mo. Const. Art VI, § 22.

8. The City Parking Regulatory Statutes violate Missouri Constitution, Article VI, § 22 in that they:

- A) purport to create for the City the municipal office of Parking Supervisor, also to be known as Supervisor of Parking Meters, and an agency denominated the Parking Commission;
- B) purport to fix inherently municipal powers and duties of said offices and agency; and

- C) purport to usurp the City's ability to regulate and control public parking within its geographical boundaries, a traditional municipal function of Missouri cities.

9. On or about April 6, 2009, Defendant Williams, purporting to act on behalf of the Parking Commission, entered into a contract with DSI that, in effect, would outsource to DSI the functions and responsibilities of the Parking Division of the Office of the Treasurer. A copy of this purported contract is attached hereto as Exhibit 1 (hereinafter, "Contract").

10. The Contract calls for DSI to perform, among other things, professional consulting and management services relating to public parking operations in the City.

11. The Contract was entered into despite: (1) the fact that it denominates the City as a party to it, but it is not countersigned by the Comptroller of the City; and (2) non-compliance with the Professional Service Contract Ordinances of the City (to wit, City Ordinance Nos. 64102 and 65109).

12. The Contract is void and unenforceable because: (1) it is not countersigned by the Comptroller as required by City Charter Art. XXV, § 9; and (2) it was consummated without compliance with the Professional Service Contract Ordinances.

13. Defendant Williams is causing and directing an ongoing unlawful expenditure of taxpayer funds to DSI pursuant to the unlawful and void Contract. Further, on information and belief, he and the Parking Commission took steps in early January, 2012 to extend the term of the Contract for another ten years.

14. Plaintiff Wessels, as a taxpayer of the City, has standing to seek to enjoin such unlawful expenditures and has standing as a resident of the City to seek a judgment that the

office of the Parking Supervisor, and the Parking Commission, are unconstitutional as violating Mo. Const. Art. VI, § 22.

15. Plaintiff Wessels lacks an adequate remedy at law to obtain redress for the injuries and unlawful activities described in this Petition, and irreparable harm will be suffered by the public and him if this Court does not issue injunctive relief.

16. The Treasurer takes the position that the City Parking Regulatory Statutes duly appoint him as the Parking Supervisor and Supervisor of Parking Meters for the City of St. Louis, grant him the all of the powers and authority described therein, and do not violate Missouri Constitution Article VI, § 22.

17. Further, the Treasurer and DSI take the position that the Contract is valid and enforceable, and that it is proper for them to independently take steps to extend its term.


18. Thus, there are concrete, justiciable controversies between the parties hereto that should be resolved via this Court's entry of a declaratory judgment.

19. Due to the irreparable harm that the public will suffer absent this Court's issuance of injunctive relief, this Court should prohibit DSI and Williams from taking any further steps or otherwise following or implementing the terms of the Contract.

WHEREFORE, Plaintiff Fred Wessels requests a declaration that §§ 82.485 and 82.487, R.S.Mo are unconstitutional and unenforceable in that they violate Article VI, § 22 of the Missouri Constitution, that the Contract is void and unenforceable, and enjoining DSI and Williams from taking any further action pursuant to the Contract and otherwise taking steps to implement or follow its terms, and awarding all him such relief as the Court deems just.

**BICK & KISTNER, P.C.**

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



Elkin L. Kistner #35287

Sean M. Elam #56112

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*Attorneys for Plaintiff Fred Wessels*

AMENDMENT TO THE CONTRACT BETWEEN  
THE CITY OF ST. LOUIS AND DUNCAN SOLUTIONS, INC.

THIS AMENDMENT, made and entered into this 6<sup>th</sup> day of April, 2009, by and between the City of St. Louis, a constitutional charter city and municipal corporation of the State of Missouri and the St. Louis Parking Commission (the "City"), and Professional Account Management, LLC, a subsidiary of Duncan Solutions Inc. and a Wisconsin limited liability company registered and authorized to do business in the State of Missouri, and Duncan Solutions Inc., a corporation soon to be registered and authorized do business in the State of Missouri (collectively the "Contractor").

WITNESSETH:

WHEREAS, the City entered into an agreement with Citation Management, Inc., a wholly-owned subsidiary of Contractor in October, 2004 (the "Contract") to provide automated ticket issuance devices and deliver a variety of other services related to the City's on-street parking program;

WHEREAS, Article I, Section E of the Contract authorizes contract amendments and Article II, Section B and Exhibit B of the Contract authorizes the City to request certain Optional Contract Services from the Contractor through the execution of Project Task Orders; and

WHEREAS, the parties desire to modify the Contract by entering into this Amendment, facilitate the execution of Project Task Orders for Optional Contract Services and change certain other Contract terms.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter contained, and other good and valuable consideration, the sufficiency and receipt of which are acknowledged, the parties hereby agree to amend the Contract as follows:

1. Preamble – Add the following text at the end of the first paragraph on the first page:

This Contract, as originally executed and subsequently modified, amended, extended or renewed is hereinafter called the "Contract."

2. Article I, Section A (Contract Objectives) – This section shall be deleted and replaced in its entirety with the following text:

The City has engaged the Contractor to help it improve on-street parking management activities while at the same time enhancing violation data control and interfacing with the City's processing agent. The City's objectives for this contract include the following:

- Outstanding on-street parking management – Productive use of the City's metered and non-metered on-street parking spaces, including superb customer service, convenient public parking access, efficient traffic flow, vibrant commerce, rigorous revenue and security controls, consistent legal compliance and high net operating income;
- Reliable and efficient parking ticket issuance – Rapid, accurate issuance of durable, easy-to-read parking tickets, rigorous data control, accurate recording of parking violation data and seamless interface of violation transaction data with the parking ticket management system; and



- Thorough public accountability – Comprehensive and easy-to-use reports that support the continual performance monitoring of on-street parking programs and maximize public confidence in the City and its services.

The City's objectives shall be met and monitored in accordance with the terms and conditions of this contract. The City desires to build and maintain a first class public parking program and improving the parking violation, parking meter management and other on-street parking programs are prerequisites for achieving that goal. As such, the City may request the Contractor to provide certain Optional Contract Services as described herein.

3. Article I, Section C (Contract Duration) – This section shall be deleted and replaced in its entirety with the following text:

The term of this contract shall commence at 12:01 A.M., C.S.T. on the date of contract execution and terminate at 12:00 P.M., C.S.T., on December 31, 2016, unless terminated for other reasons as specified herein. The term of the contract shall comprise two phases: the Initial Term (i.e., extending from the date of contract execution through December 31, 2011) and the Extension Term (i.e., extending from the end of the Initial Term through December 31, 2016). The City, subject to annual appropriation, the Contractor's compliance with the terms of the related Project Task Order, and approval of the Parking Commission, may authorize the Extension Term by giving written notice to the Contractor at least ninety (90) days prior to the end of the Initial Term. The City's failure to give the Contractor said 90-day notice shall effectively terminate this contract unless both parties agree to an extension in writing. The duration of the contract may otherwise be modified by a properly-executed written amendment between the parties.

4. Article II, Section G (Performance Bond and Warranties) – Insert the following sentence at the end of the second paragraph of Section G:

Any other additional work undertaken pursuant to this Contract, whether by amendment hereto, separate Project Task Order or otherwise, may require the Contractor to deliver a performance bond to the City in form and substance, and on the identical terms and conditions, as stated in the first two paragraphs of this section, except as such matters, including the minimum amount of such bond, may be modified in the written specifications set forth in the contract amendment or Project Task Order applicable to such work.

5. Article II, Section H (Insurance) – Replace the third sentence of Subsection 3 (Commercial General Liability Insurance) with the following new sentence:

It shall have a combined single limit of One Million Dollars (\$1,000,000) for each occurrence, subject to a Ten Million Dollars (\$10,000,000) umbrella policy limit for completed operations and personal injury, including bodily injury.

6. Article II, Section H (Insurance) – Subsection 4 (Business Automotive Liability Insurance) shall be deleted and replaced in its entirety with the following text:

The Contractor shall procure and maintain business automobile liability insurance during the life of this Contract as amended. Such coverage shall be written on a comprehensive form covering owned, non-owned and leased vehicles used by Contractor for work performed under this Contract as amended. The automobile bodily injury and property insurance for business use shall have limits of not less than Five Hundred Thousand Dollars (\$500,000) liability per person, One Million Dollars (\$1,000,000) per accident, and One Hundred Thousand Dollars (\$100,000) for each incident of property damage. Said insurance shall protect the Contractor and City from any and all claims arising from the use of vehicles, equipment and facilities in connection with this Contract as amended, including the Contractor's own property. To the extent that the Contractor uses, or its employees, subcontractors or agents drive, City-owned or furnished vehicles, the Contractor will include the City as an additional named insured on the policy.

7. Article II, Section I (Indemnification) – Delete the first paragraph of this section in its entirety and replace with the following new paragraph:

To the fullest extent permitted by law, the Contractor shall release, defend, indemnify and hold harmless the City, its agents, officials and employees, from any and all liability, losses, damages, claims, actions or proceedings, including worker's compensation claims, in any way resulting from, or arising out of, Contractor's negligent acts or omissions and intentional or willful misconduct in the performance of its activities in connection herewith, or its use or occupancy of any portion of the City's facilities which was negligent or involved willful or intentional misconduct, except to the extent such losses or damages are caused by the negligence or willful misconduct of the City or its agents, officials and employees. If the City is threatened with or incurs any loss, damage or expense for which it is entitled to be indemnified by Contractor, it shall as a condition of the indemnity:

- (a) promptly notify Contractor of the claim and furnish to Contractor the claim and all documents received from the third party in support of its claim; provided, however, that failure to give such notice shall not relieve Contractor of Contractor's obligations under this Section except to the extent that Contractor was actually and materially prejudiced by such failure;
- (b) not make any admission as to liability or agree to any settlement or compromise of the claim without Contractor's prior written consent;
- (c) give Contractor express authority to conduct all negotiations and litigation, and to settle litigation, arising from such claim; and
- (d) provide Contractor with such available information and reasonable assistance as may reasonably be required to assess, respond to and, if necessary, litigate or settle the claim.

If, after thirty days from notice of a claim, Contractor has not notified the City that Contractor will undertake to settle, compromise or litigate it, that shall be deemed an authorization to the City to pay such claim. Upon Contractor's receipt of proof of City's payment, the indemnity shall immediately be due and payable. The Parties shall cooperate with each other in resolving or attempting to resolve any claim.

8. Article III, Section D, Subsection 4 (Administrative Adjudication Service Fee) – The title of the subsection shall be changed from *Administrative Adjudication Service Fee* to *Other Service Fees* and the section shall be deleted and replaced in its entirety with the following text:

The fees for any other on-street parking management services shall be set forth in the Project Task Order for the specified services. If the Project Task Order calls for a cost-plus compensation structure, the City shall pay the Contractor for actual costs incurred by the Contractor in connection with providing the specified services and approved in advance by the City (i.e., the Base Service Costs) plus a Management Fee equal to a certain percent of the approved Base Service Costs as set forth in the Project Task Order. If the Project Task Order calls for an alternative compensation structure, the City shall pay the Contractor in accord with the terms of that compensation method. The Contractor shall provide the City with full documentation of any costs and fees as requested by the City. Upon receiving the specified services and documentation, the City shall pay the Contractor in accord with the terms set forth in the Project Task Order.

9. Article IV, Section G, Subsection 1 (Notices) – The contact information for the Contractor shall be deleted and replaced in its entirety with the following contact information: Duncan Solutions, Inc., 633 West Wisconsin Avenue, Suite 1600, Milwaukee, WI 53203, Attention: President/CEO.

10. Article IV, Section G, Subsection 12 (Force Majeure) – Eliminate the sentence of this section and replace it with the following sentence:

In such event, the Contractor shall give written notice to the City specifying the nature and anticipated duration of the Force Majeure Event and its recovery plan for restoring services, but, if the Parties fail to execute a mutually agreeable

recovery plan within thirty (30) days of the Force Majeure Event, the Contract shall be terminated.

11. Exhibit B, Section A (Overview of Requirements) – The fourth bullet point in the first paragraph shall be changed from *Administrative Adjudication Services* to *Other Services*.

12. Exhibit B, Section E (Administrative Adjudication Services) – The title of the subsection shall be changed from *Administrative Adjudication Service Fee* to *Other Services* and the section shall be deleted and replaced in its entirety with the following text:

The Contractor, as authorized by the City under terms set forth in a Project Task Order, shall provide management, coordination or operational services as required by the City to enhance and support the City's meter management program and other on-street public parking programs. Parking meter management services may include parking meter removal, installation, collections and maintenance for the City's approved inventory of single-space or multi-space parking meters or other on-street parking equipment or systems approved by the City. Other on-street parking program support services may include planning, analysis, operational and tactical support for maximizing the use, accessibility, productivity and value of the City's metered and non-metered on-street parking spaces.

13. Exhibit B, Section F (Implementation) – This section shall be deleted and replaced in its entirety with the following text:

If the City desires any Optional Contract Service contemplated or anticipated in Exhibit B, including any on-street parking management services in the public interest, it may request the Contractor to submit an updated proposal offering such services. The proposal shall contain, at a minimum, a description of the proposed services, required resources for delivering such services, compensation for said services, including any underlying cost assumptions and alternative compensation methods, and other terms and conditions.

Upon determining the Optional Contract Service it requires, the City shall issue a Project Task Order to the Contractor. The Project Task Order shall, at a minimum, define the scope of services to be provided, the estimated resource requirements, including staffing levels, for providing said services, any other relevant specifications, the implementation strategy and the compensation terms for the specified services. Every Project Task Order shall be signed by authorized representatives of the City and Contractor. Under no circumstances, shall the Contractor provide any services that would create an actual or a perceived conflict of interest, such as the provision of both parking ticket issuance and processing/collection services where the Contractor's compensation is based in whole or part on the number of parking tickets it processes or the value of parking tickets it collects on behalf of the City.

Upon obtaining the City's approval and signature of the executed Project Task Order, the Contractor shall implement the required Optional Contract Service in accord with the specifications, terms and conditions of the Project Task Order. At the City's request, or if the Project Task Order entails a cost-plus compensation structure, the Contractor also shall submit to the City an Annual Budget for the Base Service Costs. Upon approving the Annual Budget for Base Service Costs, the City shall direct the Contractor to implement the Project Task Order. Except as otherwise agreed to by the parties, the Contractor shall implement the Optional Contract Service no later than ninety (90) days after it receives the approved and executed Project Task Order.

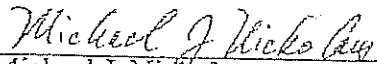
14. It is a condition precedent to the Contractor's proceeding with work under Phases 2 and 3 of Project Task Order No 1 that Contractor shall become legally qualified to transact business in the State of Missouri. Contractor shall deliver to the City a Certificate of Good Standing, dated subsequent to April 16, 2009, issued by the Secretary of State of Missouri confirming such qualification and stating the name and address of Contractor's registered agent and registered office.

15. All other terms of the Contract shall remain the same as set forth in the initial Contract


referenced herein and subsequent amendments thereto.

IN WITNESS WHEREOF, the parties hereto have executed this amendment to the contract the date and year first written above.

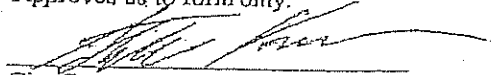
President and CEO, Duncan Solutions, Inc. and Director of Professional Account Management

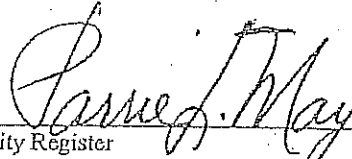
  
\_\_\_\_\_  
Michael J. Nickolaus

Parking Commission of the City of St. Louis

  
\_\_\_\_\_  
Larry C. Williams, Chairman

Approved as to form only:

  
\_\_\_\_\_  
City Counselor (or designee)

  
\_\_\_\_\_  
City Register

ATTEST: Authorized by the Parking Commission on the 26<sup>th</sup> day of March, 2009.

**City of St. Louis Parking Commission**  
**Project Task Order No. 1 for**  
**Meter & Other On-Street Parking Management Services**

**A. Introduction**

As allowed under Article II, Section B and Exhibit B of the Contract between the City of St. Louis and the St. Louis Parking Commission (the "City") and Professional Account Management, LLC, a subsidiary of Duncan Solutions Inc. and a Wisconsin limited liability company registered and authorized to do business in the State of Missouri and Duncan Solutions Inc., a corporation soon to be registered and authorized do business in the State of Missouri (collectively the "Contractor"), this First Project Task Order under the Contract is entered into this 6<sup>th</sup> day of April, 2009, by and between the City and Contractor.

As required by Exhibit B, Section F of the Contract, this Project Task Order defines the scope of services to be provided, the implementation strategy, the estimated resource requirements (including staffing levels) for providing said services, other relevant specifications and the compensation terms for the specified services. Every Project Task Order must be signed by authorized representatives of the City and Contractor.

The independently-elected City Treasurer is authorized under state law to supervise the City's Parking Division and all public parking programs. The Parking Division is responsible for administering several public parking programs, including metered and non-metered on-street parking programs (e.g., permit and valet programs). The meter program has the following operating characteristics:

- Over 9,500 electronic single-space parking meters in operation on City streets;
- Eight collection routes with separate keys and weekly collection frequencies;
- Three collection crews, each comprising one vehicle, one driver and two collectors;
- Four maintenance crews, each with one employee; and
- Three collection vehicles and four maintenance vehicles.

The metered parking programs generate significant revenues, but the meter rates, deployment patterns and collection routes require continual adjustment. While several employees are involved with the supervision and support of on-street parking program operations, the non-metered on-street parking programs have historically generated limited operating revenues. The Parking Commission believes that, with enhanced business practices, such programs offer significant potential benefits to the City.

The purpose of this task order is to transfer responsibility for the day-to-day supervision and staffing of the metered and non-metered on-street parking programs from the Parking Division to the Contractor and ensure the prompt adoption of best-in-class business practices. Ultimately, the Contractor is expected to significantly enhance the productivity of all on-street parking spaces and dramatically improve the net operating income of the Parking Division's on-street parking space management programs. At the same time, the Contractor shall ensure superb customer service, convenient public parking access,

effective traffic flow and commerce, rigorous revenue and security controls, effective regulatory enforcement and constant public communications.

## B. Specified Services and Phases

1. Overview – The Contractor shall provide the City with the requisite facilities, equipment, systems, personnel and other resources to deliver parking meter management and other on-street parking program support services throughout the City as outlined herein. The Contractor will assume responsibility for managing these services in a deliberate manner in accord with three phases as described below.

2. Service Requirements by Phase – The Contractor shall meet the City's objectives and deliver the specified services on behalf of the City in the following phases:

- Phase 1 (Transition) – plan and coordinate a phased transition process for assuming managerial and operational responsibility for the specified services from the Parking Division, including implementation planning, initial operational analysis, and the rigorous screening and evaluation of all applicants for relevant positions;
- Phase 2 (Management) – assume responsibility for managing and delivering the specified services from the Parking Division, including furnishing sufficient personnel to operate the associated programs and, where appropriate, assuming operational control of any City-owned assets or resources as requested by the City (e.g., facilities, vehicles and equipment); and
- Phase 3 (Concession) – assume responsibility for managing and delivering the specified services from the Parking Division, including furnishing all personnel and other assets and resources required by the City to deliver the specified services and operate the assigned programs on behalf of the Parking Division.

During Phase 1, the Contractor shall obtain a full understanding of the programs for which it is responsible, including all applicable laws, regulations and policies. It shall review the current revenues, rates and fees and recommend a rate classification system for each program. It shall review the operating environment and City-owned assets and resources for each program, and determine the optimum way to operate those programs and deploy relevant assets in Phase 2. The Contractor will interview, screen and evaluate all relevant Parking Division employees and determine those employees needed and qualified to help deliver the specified services in Phase 2. The Contractor will develop a transition plan, select and train staff, recommend business rule changes and recommend other enhanced operating, revenue control and security practices for Phase 2.

During Phase 2, the Contractor will be responsible for the day-to-day management and operation of the specified programs and ensure full compliance with all applicable ordinances, policies and procedures. It will employ and furnish sufficient personnel to satisfy its contractual obligations and provide superior on-site management and supervision for all personnel during all City-specified operating hours. The Contractor shall use and be assigned operational control (but not legal ownership) of any City-owned or -furnished office space, vehicles, equipment, technologies, uniforms and supplies needed to deliver the specified services and satisfy its contractual obligations. For

example, the Contractor will assume control of the meter inventory and, as needed, re-key meter vaults, revamp collection routes and upgrade lock and key sets. During Phase 2, the Contractor shall provide the City with a monthly performance report in a format, frequency and manner specified by the City. At a minimum, this report shall include a roster of all employees with their respective names, titles, duties, schedules and identifying data, and any other data required by the City.

During Phase 3, in addition to continuing its Phase 2 duties (e.g., managing the program and furnishing and supervising all personnel), the Contractor shall furnish and maintain all other resources deemed necessary by the City to deliver the specified services. During Phase 3, the Contractor shall provide the City with a monthly performance report in a format, frequency and manner specified by the City. At a minimum, this report shall include a roster of all employees and any other data required by the City.

**3. Performance Targets by Phase** – The Contractor shall provide the required services for each phase beginning with Phase 1 which will commence upon the execution of this Project Task Order. The subsequent phases—Phase 2 and Phase 3—will not commence until the immediately preceding phase has been successfully completed. This determination will be made solely by the City based on the City’s assessment of the Contractor’s performance, including but not necessarily limited to the Contractor’s satisfactory attainment of the City’s objectives and performance targets and the Contractor’s other contractual obligations.

The duration of each phase will vary, depending on the Contractor’s ability to attain the City’s performance targets to the City’s full satisfaction. The City anticipates that Phase 1 will require up to ninety (90) days and Phase 2 up to thirty (30) months; together the first two phases will be completed by December 31, 2011 (i.e., the end of the *Initial Term* in the contract). Since the City anticipates that Phase 3 will require at least five years, it will not approve the commencement of Phase 3 under this task order without also authorizing the *Extension Term* under the contract. The performance targets for each phase are set forth below.

Summary of Duration Cycles & Performance Targets by Phase

Phase	Duration	Submittal Requirements & Other Performance Targets
I	60 days – 90 days	<ul style="list-style-type: none"> <li>▪ Registration of Duncan Solutions Inc. to do business in Missouri</li> <li>▪ On-Street Parking Management Report with feasible recommendations for attaining an aggregate 2.0 operating ratio for assigned programs &amp; improving quality of each program, including improvements to laws, policies, rates, meter management practices, non-metered parking programs &amp; associated operations</li> <li>▪ Complete, accurate inventory of City’s meters &amp; meter peripherals, including operating status, functionality &amp; condition of all meters &amp; meter peripherals</li> <li>▪ Complete, accurate profile of City’s most promising non-metered on-street parking spaces, including opportunities for improving productivity of non-metered spaces via time limits, permits &amp; other on-street parking programs</li> <li>▪ Submittal of other required documents for Phase 2, including operating budget, rate structure, organization chart, staffing/training plan, meter inventory, on-street space profile, public information program (e.g., parking map, brochure, signage &amp; website) &amp; implementation program</li> </ul>

Summary of Duration Cycles & Performance Targets by Phase (cont.)

Phase	Duration	Submittal Requirements & Other Performance Targets
2	6 months - 30 months	<ul style="list-style-type: none"> <li>▪ Superb customer service, convenient parking access, effective traffic flow, rigorous revenue/security controls &amp; effective public communications as determined by the City in its sole judgment</li> <li>▪ Exceed an aggregate 2.25 operating ratio for programs assigned to Contractor for at least 6 consecutive months</li> <li>▪ Maintain parking meter uptime of at least 95%</li> <li>▪ Maintain meter mean time between repairs of less than 4 hours</li> <li>▪ Submittal of comprehensive operating plan for recommended on-street non-metered parking programs (e.g., permit, validation, special event &amp; valet), including on-street parking program &amp; signage improvements</li> <li>▪ Submittal of comprehensive technology plan for upgrading on-street parking systems, including objective analysis of alternative multi-space meter products &amp; communications systems</li> <li>▪ Submittal of other required documents for Phase 3, including operating &amp; capital budget, rate structure, organization chart, staffing plan, meter &amp; non-metered space inventory, business rules, management reports, public information program (e.g., parking map, brochure, signage &amp; website) &amp; implementation program</li> </ul>
3	5 years - 7 years	<ul style="list-style-type: none"> <li>▪ Superb customer service, convenient parking access, effective traffic flow, rigorous revenue/security controls &amp; effective public communications as determined by the City in its sole judgment</li> <li>▪ Exceed operating ratios of at least 2.30 for 1<sup>st</sup> year, 2.35 for 2<sup>nd</sup> year, 2.40 for 3<sup>rd</sup> year, 2.45 for 4<sup>th</sup> year &amp; 2.50 for 5<sup>th</sup> year</li> <li>▪ Maintain parking meter uptime of at least 98%</li> <li>▪ Maintain meter average mean time between repair of less than 2 hours</li> <li>▪ Continuous submittal of updated Phase 3 documents, including operating &amp; capital budget, rate structure, organization chart, staffing plan, meter &amp; non-metered space inventory, business rules, management reports &amp; public information program (e.g., parking map, brochure, signage &amp; website)</li> </ul>

Note: Operating ratio = total net operating income + total operating expenses for all programs assigned to Contractor, where operating income and expenses are directly generated or incurred by or in connection with Contractor-operated programs in accord with generally accepted accounting principles for governmental entities and the City Comptroller's cost accounting methodology, except that any costs allocated by the Parking Division to Contractor-operated programs for general administration (e.g., parking administration, fiscal control & vehicle maintenance) shall not exceed ten percent (10%) of direct program costs.

The Contractor will provide the City with an implementation program at the outset of each phase. Every implementation program shall include a transition strategy, work schedule (with responsibility assignments, deliverables and milestones) and performance metrics, and be submitted in a format and manner specified by the City.

4. Services by Program – The Contractor shall provide those services set forth herein plus any ancillary, supportive or complementary services deemed necessary by the City in its sole discretion to ensure the attainment of the City's objectives and performance targets for on-street metered and non-metered parking programs.

The Contractor shall deliver a full array of meter management services required by the City, including but not necessarily limited to parking meter removal, installation, collections and maintenance. These services will be provided for the Parking Division's entire inventory of parking meters, initially estimated to include at least 9,500 single-space meters. The City's minimal requirements for meter management services are outlined by phase in Appendix A.

The Contractor shall provide a full array of other on-street parking space (i.e., non-metered parking program) management services required by the City, including but not necessarily limited to planning, analysis and tactical support for maximizing the use, accessibility, productivity and value of the City's on-street parking spaces. The City's minimal requirements for non-metered on-street parking space management services are outlined by phase in Appendix B.

### C. Resource Requirements

1. Overview – The resource requirements for performing this Contract will vary by phase. The Contractor's responsibility for furnishing resources will increase with each successive phase. These requirements are outlined below.

2. Personnel Resources – For every phase, the Contractor will provide a full-time, on-site Program Director to oversee the delivery of all services required by the City and manage all aspects of the Contractor's performance. The Program Director will, at a minimum, possess the following attributes:

- In-depth understanding of relevant best practices for designing, implementing and operating metered and other public on-street parking programs;
- Sufficient management and administrative skills, training and experience to manage the specified services and meet the Contract objectives;
- Strong change management capabilities, including the ability to expedite changes in program operating regulations, dynamics and resources;
- Demonstrated ability to effectively monitor and improve performance, ensure the cost-effective use of resources and preserve the value of all City-owned assets
- Superb interpersonal and communications skills, including the ability to work effectively with other public agencies and represent the City in public settings; and
- Working knowledge of the City's parking operating environment, including state and local laws, regulations and business rules, customer service demands throughout the City and the characteristics of City streets, districts and neighborhoods.

For Phase 1, unless otherwise approved by the City, Anderson Moore will serve as the on-site Program Director (i.e., Transition Director). For Phases 2 and 3, the Contractor will furnish an on-site Program Director approved by the City.

The Contractor also will furnish personnel for the following positions:

- Field Operations Manager – supervise meter collectors, meter technicians and other on-street parking program employees;
- Meter Collector – collect, safeguard and deliver cash from meters, audit meter collections and operability, report meter outages, missing/defaced meters and parking sign deficiencies and any evidence of vandalism, theft or other problems;
- Meter Technician – maintain operational meter and spare parts inventory, conduct preventative maintenance, meet required meter uptime levels, process work order requests and repair meters in field and shop in accord with City-required standards;

The Contractor shall provide a full array of other on-street parking space (i.e., non-metered parking program) management services required by the City, including but not necessarily limited to planning, analysis and tactical support for maximizing the use, accessibility, productivity and value of the City's on-street parking spaces. The City's minimal requirements for non-metered on-street parking space management services are outlined by phase in Appendix B.

### C. Resource Requirements

1. Overview – The resource requirements for performing this Contract will vary by phase. The Contractor's responsibility for furnishing resources will increase with each successive phase. These requirements are outlined below.

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- In-depth understanding of relevant best practices for designing, implementing and operating metered and other public on-street parking programs;
- Sufficient management and administrative skills, training and experience to manage the specified services and meet the Contract objectives;
- Strong change management capabilities, including the ability to expedite changes in program operating regulations, dynamics and resources;
- Demonstrated ability to effectively monitor and improve performance, ensure the cost-effective use of resources and preserve the value of all City-owned assets

- On-Street Parking Coordinator – recommend, design, implement and supervise non-metered on-street parking space programs, including permit, special event, validation, and valet programs, perform customer/community outreach, monitor and evaluate program results and continually refine programs where needed;
- Dispatch Operator – coordinate meter collector, meter technician and parking enforcement officer field deployment, maintain two-way communications with field staff, assign meter work orders and log completed orders;
- Human Resource Supervisor – prepare and post job descriptions, distribute applications, coordinate and conduct applicant interviews, manage background check/screening services, extend job offers, record employee data, enroll employees in payroll/personnel systems and maintain evaluations and other personnel records;
- Administrative Support Specialist – provide all required administrative services, including payroll/personnel, contract management, procurement, budgeting, fiscal, accounting, marketing, customer service and management reporting;
- Program/Management Analyst – compile and analyze data, design, prepare and update management reports, scan, review and recommend industry best practices, analyze and recommend improvements for all relevant programs, assist with public relations and community outreach and process City information requests;
- Revenue Control/Security Specialist – assess, design and implement security and revenue control procedures for all meter and non-metered on-street parking programs, identify, and monitor and report suspected theft or vandalism; and
- Parking Management Consultant – review and make recommendations to City for improving all aspects of parking programs, such as ordinances, regulations, policies, operational practices, policies, revenues, costs, technology and equipment.

It is anticipated that the above positions will be required for each phase as follows.

Personnel Requirements by Position & Contract Phase

Personnel Resource (Position)	Phase 1	Phase 2	Phase 3
Program Director/Transition Director	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Field Operations Manager	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Meter Collector		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Meter Technician		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
On-Street Parking Coordinator	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Dispatch Operator		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Human Resource Supervisor	<input checked="" type="checkbox"/>		
Administrative Support Specialist		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Program/Management Analyst	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Revenue Control/Security Specialist	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Parking Management Consultant	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	

When required to furnish personnel to fulfill its contractual obligations, the Contractor will hire employees that meet or exceed the highest standards in the industry for comparable positions. Every manager and supervisor furnished by the Contractor must possess sufficient academic and occupational credentials to perform their assigned duties. No Program Director shall be engaged or removed without the City's prior written approval. In addition, the City reserves the right to approve or require the removal of the Program Director at any time.

In recruiting, evaluating, selecting and furnishing any personnel for meeting its contractual obligations, the Contractor shall satisfy the following requirements:

- Hire employees who are at least 21 years of age, possess a valid driver's license, and have no delinquent parking violations nor more than two points on their driving record;
- Hire employees who have a verifiable work history with good professional references and a demonstrated commitment to acceptable work habits;
- Hire employees who are able to read, write and converse in the English language and possess a high school degree (or GED certificate);
- Refrain from hiring any persons who have been convicted in a court of competent jurisdiction of theft, illegal misappropriation of funds, violent crimes or any other crime that the City regards as a potential barrier to effective contract performance;
- Refrain from hiring any persons related by blood or marriage to any officer, partner, owner, or agent of the Parking Division, Contractor or its subcontractors, without the City's prior approval; and
- Comply with all applicable federal, state and local laws and regulations pertaining to the hiring and employment of personnel for public services and programs.

All Contractor employees must comply with all Contractor personnel policies, maintain poise and discipline in all work-related situations and conditions, exercise courtesy and sound judgment in all dealings with the general public and perform their duties in a professional manner. Maintaining clean driving and criminal records also are conditions of continued employment. During any phase, the Contractor must terminate or reassign any employee whose conduct is detrimental to the City's interests.

3. Other Resource Requirements – The Contractor also will furnish certain non-personnel resources for meeting its obligations under the Contract. These non-personnel resource requirements will vary by phase as set forth below.

For Phases 1 and 2, the City will provide all required non-personnel resources, including office and maintenance space, vehicles, parking meters and peripherals, communications devices and dispatch system. During Phase 2, however, the Contractor may determine that it would be more cost-effective for the City to improve or replace certain non-personnel resources furnished by the City and may recommend the improvement or replacement of City-owned assets or other City-furnished non-personnel resources. If the City agrees that such assets or resources should be improved or replaced, the City and Contractor shall negotiate and execute an amendment to this Project Task Order governing the terms and conditions of such improvement or replacement.

For Phase 3, the Contractor will furnish all required non-personnel resources, subject to the City's prior approval. The Contractor will determine the resources required for Phase 3 and submit an itemized budget to the City for approval before the end of Phase 2. Such resources shall include, but not necessarily be limited to, the following items:

- Sufficient office space at a City-approved site in the City for housing meter management and other on-street parking space management personnel;
- Meter collection and maintenance vehicles;
- Parking meters, keys, canisters, carts and other peripherals;
- A comprehensive communications system, including a base station and ample hand-held devices for all required personnel, ensuring clear and dependable two-way communications between field staff throughout the City and the office; and
- Other equipment, technologies and supplies required to support the City's other public on-street parking space management programs.

All such resources, including their location, deployment, quantities, functionality, markings, features and other specifications, shall be subject to the City's prior approval. In addition, the acquisition process for any on-street parking technology or equipment procured during Phase 3 shall be subject to the City's prior approval.

#### **D. Other Relevant Specifications**

In addition to the terms and conditions set forth in the Contract, this Project Task Order shall be subject to the following terms and conditions:

- The Contractor shall work with the City and designated parking improvement districts within the City to promote the tailoring of public parking programs and services to the particular customer service needs of those districts;
- The Contractor shall provide objective assistance to the City with the identification, evaluation and selection of parking systems, equipment and devices, providing independently-validated data on alternative vendors, products, costs and any other City-required factor for supporting its recommendations to the City;
- The Contractor shall not assign or transfer any interest in this Contract, or engage any subcontractors, without the prior written consent of the City;
- The Contractor shall notify the City of any contracts it executes with other public entities to provide services similar to those provided to the City within ninety (90) days of the date of execution of said contracts;
- The City reserves the right to audit the Contractor's systems, records and support facilities related to the services specified herein and the Contractor must fully cooperate in such audits; and
- For work to be performed under this Project Task Order, the Contractor shall provide and maintain a performance bond approved by the City in an amount of at least one million dollars (\$1,000,000).

The parties may add other terms and conditions through subsequent project task orders or, if said terms and conditions would vary from those set forth in the Contract, through subsequent amendments to the Contract.

#### **E. Compensation Terms**

I. Overview – The City shall compensate the Contractor for providing the required services set forth herein, plus any ancillary, supportive or complementary services

deemed necessary by the City, to the City's full satisfaction. The compensation for any ancillary, supportive or complementary services requested by the City shall be subject to negotiation and mutual agreement between the parties. The compensation structure will vary by phase as described below.

2. Phase 1 – For Phase 1, the City will pay the Contractor for services provided by the Contractor on a *time and materials* basis. Under this arrangement, the City will pay the Contractor professional fees for actual time incurred by the Contractor in accord with the hourly rate schedule set forth herein and reimburse the Contractor for any actual out-of-pocket expenses incurred by the Contractor in connection with this Contract. The approved professional rate schedule for Phase 1 is as follows:

**Phase 1 – Maximum Hourly Rates by Position**

Position	Rate
Program Director/Transition Director	\$115
Field Operations Manager	\$65
On-Street Parking Coordinator	\$45
Human Resource Supervisor	\$40
Administrative Support Specialist	\$35
Program/Management Analyst	\$30
Revenue Control/Security Specialist	\$30
Parking Management Consultant	\$90

Unless the parties agree otherwise in writing, the maximum professional fees and expenses payable for Phase 1 are two hundred thousand dollars (\$200,000.00). The City will not compensate the Contractor for any fees or expenses unless the Contractor can document to the City's satisfaction that they were actually incurred in connection with the required Phase 1 services.

3. Phase 2 – For Phase 2, the City will pay the Contractor for services provided by the Contractor on a *cost plus* basis. Under this arrangement, the City will pay Contractor a monthly service fee for performing the required services for the most recently completed month. The monthly service fee will include three components:

- Cost reimbursement for actual direct operating costs incurred by the Contractor in compliance with generally accepted accounting principles for governmental entities and an annual budget approved in advance by the City;
- Management fee equal to seven percent (7.0%) of the actual operating costs approved by the City (i.e., the base service costs); and
- Performance incentive for increasing the Parking Division's net operating income for on-street parking meter programs.

The monthly performance incentive will be equal to ten percent (10%) of any actual and verifiable incremental increase in the Parking Division's net operating income for the Contractor's assigned programs for the most recently completed month, where the City shall determine net operating income in accordance with generally accepted accounting principles, subject to audit, up to a maximum amount of nine thousand dollars (\$9,000) for each month. In addition, at the end of Phase 2, the City may pay the Contractor a

one-time performance incentive for the satisfactory completion of Phase 2 performance targets as set forth herein. The one-time Phase 2 performance incentive shall be equal to five percent (5%) of any actual and verifiable incremental increase in the Parking Division's net operating income for the Contractor's assigned programs for the full Phase 2 term or the most recently completed consecutive twelve months of Phase 2, whichever is less, where the City shall determine net operating income in accordance with generally accepted accounting principles for governmental entities, subject to audit. The one-time Phase 2 performance incentive shall not exceed ninety thousand dollars (\$90,000). If the City increases rates, the Parties will adopt adjustment factors for reducing operating income for that portion of the increase due to increased rates, using a factor of seventy-five percent (75%) of the rate increase until such time the Parties agree otherwise.

As a condition precedent to the commencement of Phase 2 the parties shall agree in writing on the maximum monthly compensation payable for Phase 2. The City will not compensate the Contractor for any costs unless the Contractor can document to the City's satisfaction that they were actually incurred in connection with required Phase 2 services and in full compliance with the approved operating budget for Phase 2.

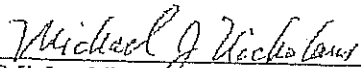
4. Phase 3 – For Phase 3, the City will pay the Contractor for services provided by the Contractor on a *net operating income sharing* basis. Under this arrangement, the City will pay the Contractor a monthly concession fee for the required services comprising two components—1) a fixed unit cost for every metered and non-metered on-street parking space managed by the Contractor producing net operating income and 2) an incentive payment equal to a certain percent of net operating income. The monthly concession fee for Phase 3 will be determined by the Parties based on the results of Phase 2 and incorporated in the budget submitted by the Contractor and approved by the City before the commencement of Phase 3. The Parties must agree on a monthly concession fee for Phase 3 as a condition precedent to the commencement of Phase 3.

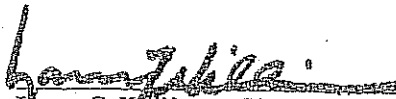
In order to be eligible for compensation, the Contractor must submit to the City detailed invoices for payment, in full accord with the format, timing and manner of invoices specified by the City. The City shall compensate the Contractor no more than the unit costs and maximum amounts specified in this Project Task Order. All compensation paid by the City pursuant to this Project Task Order shall be subject to the availability of funds and the City's budgetary approval and encumbrance of said funds.

IN WITNESS WHEREOF, the parties hereto have executed this Project Task Order carrying out the objectives of the contract referenced herein.

President and CEO, Duncan Solutions, Inc.

Parking Commission of the City of St. Louis

  
Michael J. Nickolaus

  
Larry C. Williams, Chairman

ATTEST: Authorized by the Parking Commission on the 26<sup>th</sup> day of March, 2009.

## Appendix A

### Meter Management Service Requirements by Phase

Phase	Summary of Service Requirements
Phase 1	<ul style="list-style-type: none"> <li>▪ Interview &amp; assess all existing employees in meter management units</li> <li>▪ Inventory &amp; assess operating status, functionality &amp; condition of all meters, meter vaults, key controls, lock &amp; key sets &amp; all other meter peripherals</li> <li>▪ Design &amp; recommend responsive &amp; preventative meter maintenance program</li> <li>▪ Attend meetings &amp; perform other duties as required by City</li> </ul>
Phase 2	<ul style="list-style-type: none"> <li>▪ Furnish, hire, train, evaluate, discipline, supervise &amp; control all meter management personnel</li> <li>▪ Ensure that all appropriate on-duty employees wear City-approved uniforms</li> <li>▪ Install, replace, remove &amp; redeploy meters &amp; restructure routes as required by City</li> <li>▪ Implement meter rate &amp; time conversions in accord with City directives</li> <li>▪ Implement &amp; maintain comprehensive, rigorous security/revenue control program (e.g., surveillance, salting, key controls &amp; audits) &amp; conduct other required security measures</li> <li>▪ Fully equip all collections teams (e.g., furnish secure, cart-mounted cash collection boxes)</li> <li>▪ Collect, audit, safeguard, record, transport, deposit (with City security provider), account for &amp; report all meter revenues per City specifications (e.g., method, frequency, routes &amp; account) &amp; during collections, audit all meters, empty every canister &amp; immediately report all broken, missing, defaced meters &amp; all other meter faults &amp; outages to dispatch unit</li> <li>▪ Maintain accurate inventory of existing meters, meter vaults, collection routes, key controls, lock &amp; key sets &amp; other meter peripherals &amp; other assets</li> <li>▪ Implement &amp; maintain responsive &amp; preventative maintenance program for all meters</li> <li>▪ Continually monitor operating status of all meters, conduct regular preventative maintenance, respond promptly to reported faults &amp; outages, diagnose &amp; resolve meter issues in field, promptly repair inoperative meters &amp; keep meters fully operational (as defined by City)</li> <li>▪ Use &amp; recommend upgrades to City-provided office space, vehicles, meters, meter peripherals, uniforms, maps &amp; other required resources for supporting meter operations</li> <li>▪ Ensure City access to meter management system, track, maintain &amp; report all City-required meter data, prepare &amp; issue City-required management reports &amp; monitor program performance</li> <li>▪ Attend meetings &amp; perform other City-required duties</li> </ul>
Phase 3	<ul style="list-style-type: none"> <li>▪ Furnish, hire, train, evaluate, discipline, supervise &amp; control all meter management personnel</li> <li>▪ Furnish all field personnel with City-approved uniforms, identification means &amp; other supplies</li> <li>▪ Furnish, install, replace, remove &amp; relocate parking meters, make meter rate/time conversions &amp; maintain working inventory of components to support meter repairs as required by City</li> <li>▪ Implement &amp; maintain comprehensive, rigorous security/revenue control program (e.g., surveillance, salting, key controls &amp; audits) &amp; conduct other required security measures</li> <li>▪ Fully equip all collections teams (e.g., furnish secure, cart-mounted cash collection boxes)</li> <li>▪ Collect, audit, safeguard, record, transport, deposit (with City security provider), account for &amp; report all meter revenues per City specifications (e.g., method, frequency, routes &amp; account) &amp; during collections, audit all meters, empty every canister &amp; immediately report all broken, missing, defaced meters &amp; all other meter faults &amp; outages to dispatch unit</li> <li>▪ Maintain accurate inventory of existing meters, meter vaults, collection routes, key controls, lock &amp; key sets &amp; other meter peripherals &amp; other assets</li> <li>▪ Implement &amp; maintain responsive &amp; preventative maintenance program for all meters</li> <li>▪ Continually monitor operating status of all meters, conduct regular preventative maintenance, respond promptly to reported faults &amp; outages, diagnose &amp; resolve meter issues in field, promptly repair inoperative meters &amp; keep meters fully operational (as defined by City)</li> <li>▪ Furnish all office space, meter collection &amp; maintenance vehicles, uniforms, keys, canisters, carts, maps &amp; other resources required by City for supporting operations</li> <li>▪ Ensure City access to meter management, track, maintain &amp; report all City-required meter data, prepare &amp; issue City-required management reports &amp; monitor program performance</li> <li>▪ Attend meetings &amp; perform other City-required duties</li> </ul>

## Appendix B

### Other On-Street Parking Management Service Requirements by Phase

Phase	Summary of Service Requirements
Phase 1	<ul style="list-style-type: none"> <li>▪ Interview &amp; assess all existing employees in relevant organizational units</li> <li>▪ Review &amp; recommend improvements to staffing plans (e.g., organization chart, positions, qualifications, compensation, staff deployment, staff schedules &amp; training)</li> <li>▪ Analyze &amp; recommend improvements to laws, regulations, policies &amp; procedures</li> <li>▪ Analyze other aspects of operating environment (e.g., demand, occupancy &amp; customer patterns)</li> <li>▪ Analyze &amp; recommend improvements to meter rates, classification system &amp; operating hours by district, zone &amp; block, meter deployment &amp; other meter management practices (e.g., collection routes, maps &amp; schedules, revenue/security controls)</li> <li>▪ Analyze &amp; recommend improvements to on-street parking signage, booting &amp; non-metered parking programs (e.g., residential/commercial permit, special event, validation &amp; valet programs)</li> <li>▪ Inventory, assess &amp; recommend improvements to all other City resources required for on-street parking programs (e.g., office space, vehicles, uniforms &amp; other operational resources)</li> <li>▪ Recommend feasible opportunities for integrating technology &amp; communications innovations &amp; other best practices to enhance cost-effectiveness of all on-street parking programs</li> <li>▪ Review &amp; recommend improvements to on-street parking management reports, public information program &amp; customer communications practices</li> </ul>
Phase 2	<ul style="list-style-type: none"> <li>▪ Furnish ample personnel &amp; technology support for non-metered on-street parking programs, dispatch operations &amp; other City-required program support functions</li> <li>▪ Train all staff using structured training program, including classroom, field, on-line &amp; webinar training components with testing &amp; certification</li> <li>▪ Design, implement &amp; supervise full array of non-metered on-street parking programs (e.g., residential/commercial permit, special event, validation &amp; valet programs)</li> <li>▪ Supervise booting program to extent required &amp; authorized by City</li> <li>▪ Continually analyze all aspects of parking operating environment as required by City, recommend improvements to laws, regulations, policies &amp; procedures &amp; on-street parking signage</li> <li>▪ Continually update &amp; enhance staffing plans (e.g., organization chart, positions, qualifications, compensation, staff deployment, staff schedules &amp; training)</li> <li>▪ Design &amp; help implement improvements to meter rates, classification system &amp; operating hours by district, zone &amp; block, meter deployment &amp; other meter management practices (e.g., collection routes, maps &amp; schedules, revenue/security controls)</li> <li>▪ Analyze, recommend, design &amp; help implement improvements to dispatch &amp; communications system &amp; program for on-street parking management programs &amp; enforcement programs</li> <li>▪ Operate central dispatch function to expedite communications &amp; responses among field technicians, supervisors &amp; office, coordinate field activities &amp; deploy resources</li> <li>▪ Collect all non-meter revenues from on-street parking programs &amp; secure, record, document, deposit, account for &amp; report all revenues in compliance with City requirements</li> <li>▪ Continually develop, maintain &amp; analyze meter audit results &amp; other program data</li> <li>▪ Analyze revenue trends using &amp; reconcile with coin count totals</li> <li>▪ Perform comprehensive parking studies as directed by City (e.g., turnover, occupancy, technology, infrastructure, organizational &amp; revenue analyses)</li> <li>▪ Design, prepare, analyze &amp; submit comprehensive City-required management reports (e.g., daily, weekly, monthly &amp; annual meter inventory maintenance, operating, revenue, performance &amp; dashboard reports on-street parking management reports)</li> <li>▪ Design &amp; help implement new public information program &amp; customer communications practices</li> <li>▪ Subject to City approval, prepare standard operating policies &amp; procedures, distribute to all relevant personnel &amp; keep all employees apprised of any changes</li> <li>▪ Provide maintenance &amp; custodial service for assets &amp; resources under Contractor's control</li> <li>▪ Attend meetings &amp; perform other duties as required by City</li> </ul>