

DOWNTOWN PARKING AND MOBILITY MANAGEMENT PLAN

WICHITA, KANSAS

Supplemental Appendices (Appendices E, F, and G)

Presented by:



Carl Walker, Inc.

950 West Elliot Road, Suite 107
Tempe, Arizona 85284

and



UrbanTrans Consultants

730 17th Street, Suite 400
Denver, Colorado 80202

November 6, 2009

APPENDIX E – SAMPLE PARKING MANAGEMENT AGREEMENT

PARKING MANAGEMENT AGREEMENT

THIS AGREEMENT, is made and entered into this _____ day of _____, 200__, but shall be effective as of _____, 200__, by and between _____, whose place of business is City of Wichita, Kansas hereinafter referred to as "Owner") and _____ (hereinafter referred to as "Operator"), whose address is _____.

The terms "Facility", "Facilities", and "System" refer to all of the parking locations in the Downtown Wichita Public Parking System noted below:

- **Note Facilities Included Here**

The System contains approximately X,XXX parking spaces. The System contains segregated spaces for (insert residential parkers/general access spaces for office parkers/retail parkers/government employees, etc.).

I. GENERAL SCOPE SUMMARY

Operator shall operate, manage, and maintain the System solely as a first-class parking operation in full compliance with all terms, provisions, and conditions of this Agreement. The Operator shall exercise a sufficient level of professional care to protect the assets of the Owner, including implementation of proper revenue control and auditing procedures, maintaining Facility cleanliness, and reporting Facility maintenance needs. Operator shall operate the Facility in a manner necessary, as determined by the Owner, to provide a high level of service to the public during the hours of operation designated by the Owner. Such support shall include any special programs designed to accommodate unusual parking demands. Operator shall be responsible for enforcing use rules among different facility users.

Operator shall be responsible for operating and maintaining all Facilities. Operator shall be responsible for all revenue collection, reporting and auditing.

Operator shall be responsible for maintaining signage inside the Facility, lighting fixtures inside Facility (including replacement of light bulbs and ballasts) and the parking control equipment. Operator shall provide custodial maintenance of the Facility (parking surfaces, stairwells, elevator landings, entry/exit lanes, etc.), including trash removal to containers designated for its use by the Owner. Owner may require Operator to perform or contract for major cleaning at regular intervals.

Operator shall recommend to Owner all necessary policies, procedures, parking rates, scheduling, improvements, and operating methods to be used at each Facility. Operator acknowledges that Owner has sole discretion on rates and may decide not to charge for public parking.

(Remove next section if this service is not desired)

At Owner's direction, Operator shall contract with a licensed Car Wash vendor to provide detailing services within system facilities. Contractor shall provide the required levels of insurance as specified by Owner. Operator acknowledges that Owner has sole discretion to hire or terminate Car Wash vendor. Unless otherwise specified by Owner, car wash agreement shall contain a thirty day termination clause.

(Remove previous section if this service is not desired)

All recommendations shall be submitted to the Owner in writing for approval prior to the commencement of the Operator's management of the System. The Owner shall have the sole right to approve all such recommendations and, by written notice to the Operator, make changes to the recommendations.

Operator recognizes the special interest of the System in rendering the highest possible quality of courteous service to all patrons utilizing the parking. Operator acknowledges, agrees, and covenants that the Owner or designated representative has full and complete authority in determining compliance and operating standards. At the Owner's sole discretion Operator shall enforce those standards to the fullest extent. The Owner is authorized to promulgate rules, policies, procedures, and regulations concerning the operation and use of each Facility; however, no such rule, policy, procedure, or regulation – unless deemed an emergency measure affecting legal requirements, safety or liability – shall go into effect until five calendar days after a copy thereof has been delivered to the Operator.

The Owner shall also have the sole authority to alter any such previously approved recommendations at any time during the term of this Agreement by notifying the Operator in writing. Operator agrees to execute the Owner's directives in all matters related to the operation of the System including, but not limited to, parking fees, operating procedures, audits, security, traffic control, graphics, hours of operation, terms and conditions of special parking arrangements, validations, location and priority of space assignments, space markings, employee uniforms, service providers, Operator's personnel assigned to each Facility, and customer service policies.

Operator shall covenant and agree that it will take all reasonable measures in every proper manner to maintain, develop, and increase the business conducted by it. Operator shall not divert or cause any business to be diverted from the System by referral or any other method except as directed by the Owner.

The Operator shall do all things necessary, except those things expressly reserved to the Owner, to operate the System in a proper, efficient, and economical manner, to provide a high level of customer service, and to promote the business of the System.

II. OPERATOR RESPONSIBILITIES

Without limiting the generality of the foregoing, the Operator shall have the following responsibilities.

1. Governmental Compliance: Comply with applicable federal, state, and local statutes and ordinances pertaining to the operation of the System and, upon notice from the Owner, with any regulatory requirements imposed by other agencies with jurisdiction over the premises. Including, but not limited to, the Immigration Reform and Control Act of 1986 and the Fair and Accurate Credit Transaction Act of 2003, each as may be amended, which are now or may in the future become applicable to Operator or Operator's business, equipment and personnel engaged in operations covered by this agreement or accruing out of the performance of such operation. Notwithstanding the above, any structural, mechanical, electrical or other installations or any alterations

required by statutes or regulations pertaining to air quality, environmental protection, provisions for persons with disabilities or other similar governmental requirements shall be the sole responsibility of Owner.

2. Licenses: Acquire and keep current all licenses required for the conduct of its business.
3. Insurance: At all times during the term of this Contract, Operator shall procure the insurance coverage hereinafter described. All such policies (except Workers' Compensation and Employers' Liability) shall name Owner as an additional insured. Further, each policy shall contain an endorsement requiring the insurer to provide Owner with thirty (30) days written notice prior to non-renewal cancellation or material changes of the policy. Section XV provides the Operator's minimum insurance coverage requirements.
4. Service: Furnish proper, safe, efficient, and courteous service on an adequate, fair, equitable, and impartial basis to those authorized by the Owner to use the Facilities. Such service may include monthly and daily parking, residential parking and any special contract parking arrangements that may be directed by the Owner.

(Remove next section if this service is not desired)

5. Keep the Peace: Exercise such control as it deems reasonably necessary for the orderly, safe, sanitary and secure use of each Facility, and to prevent or discourage disorderly conduct, breach of the peace, public or private nuisances, littering, riots, destruction, and damage to public or private property, personal injury or annoyances, molestation, illegal acts, and violations of laws, regulations, ordinances, and rules of governing authorities in and about the System. Operator may opt to utilize an outside vendor to fulfill the obligations required under this item. Owner retains the right to approve all outside vendors prior to the execution of a service contract by the Operator with the vendor. If an outside vendor is contracted to provide security, the vendor must satisfy all of the Owner's insurance requirements prior to starting operations within the project.

(Remove previous section if this service is not desired)

6. Staffing: Recruit, hire, promote, discharge, and supervise all personnel employed in the operation of each Facility. The Operator shall use reasonable care to employ and retain employees who are qualified, competent, and trustworthy. As a minimum, the Operator shall, prior to hiring an applicant, examine the applicant's legal work status, determine the compatibility of the applicant working in a customer service environment, examine the applicant's conviction record to determine instances of prior criminal convictions which would disqualify the applicant for a position of public trust and in the case of a supervisors and managers examine the applicant's driving record.
7. Staffing Levels: Employ sufficient number of competent personnel for the proper operation of each Facility in conformity with standards determined by the Owner for maintaining a high level of service. Such staffing levels shall be recommended by the Operator and approved by the Owner, subject to revision by the Owner as it deems necessary.
8. Training and Performance: Be completely responsible for the training and performance of personnel employed by the Operator. Training shall be sufficient in scope to produce the high quality of service required. Operator shall control the conduct,

demeanor, and performance of its employees to ensure efficient and courteous service to all users of the System on a fair, equal, and nondiscriminatory basis. Owner, at its sole discretion, shall have the right to request removal of any employee of the Operator, and the Operator agrees to comply with any such request.

9. Personnel Policies: Determine all labor and personnel policies and negotiate any collective bargaining agreements and any labor contracts resulting therefrom which relate, in whole or in part, to its parking employees. Wages for Operator's employees shall comply with all applicable federal, state, and local statutes.
10. Uniforms: Require that the parking employees, at all times while on duty in a Facility, or on Owner's property in route to or from work, wear the complete uniform as prescribed by the Operator and approved by the Owner. All employees shall be required to present a neat and clean appearance that will reflect positively on the Owner. The Owner may elect to provide insignia for the uniforms of Operator's employees or to select a specific uniform.
11. Equal Employment Opportunity: Provide equal employment opportunity for all qualified individuals without regard to race, creed, color, sex, age, national origin, religion, political affiliation, or disability.
12. Worker's Compensation Insurance: The Operator shall provide Worker's Compensation Insurance and Unemployment Compensation Insurance for all employees of the Operator engaged in any work in connection with the System pursuant to regulations established by the State of Kansas and the U.S. Department of Labor. In addition, the Operator shall comply with all Federal Social Security requirements for all employees of the Operator engaged in any work in connection with the System.
13. General Manager: Select and appoint a Manager for the System (Manager) who shall be in complete charge and whose sole responsibility for the Operator shall be the management of the System. Such person shall be a qualified and experienced manager with System management experience. He/She shall be vested with full power and authority with respect to the conduct of Operator's operations. The Manager shall be assigned to the System and available during normal business hours. After normal business hours, the Manager shall be accessible to System personnel and to the Owner by means of telephone, cellular phone, or some other electronic method which shall make the Manager accessible 24 hours a day, 7 days a week. In the event that the Manager is not available or accessible, the Operator shall provide the Owner and employees on duty in the System with an alternate mode of contact for another member of the Operator's management staff who is familiar with the System and Owner's parking operation, available 24 hours a day and authorized to make operating and personnel decisions in the absence of the Manager. The Manager shall respond to each Facility in case of any emergency, or if requested by on-site employees, or as directed by the Owner.
14. No Free Parking: Permit no free parking in the Facilities by the general public, or parking staff unless specifically directed to do so in writing by the Owner. Nothing shall be construed to prohibit free parking of vehicles in the Facilities where necessary in connection with required operation, maintenance, repair, or replacement work on or in the Facilities, any of its equipment or other parts of the project, to comply with any agreement between the Owner and another party, or in connection with any inspection by the Owner or authorized agent(s) of the Owner.

15. Security: Cooperate with security officers assigned to the System by the Owner, providing timely communication and information that is pertinent to the security operation and general safe operation of each Facility. Any incident or accident occurring within a Facility or on Facility property shall be recorded in a written report. Copies of all incident/accident reports shall be sent to the Owner by the close of the next business day. Coordinate and participate in regular meetings with security management and staff.
16. Safety Plan: Maintain a Safety Action Plan for the employees of the System. Such plan shall include all Material Safety Data Sheets (MSDS) for all chemicals in each Facility. The Plan must be stored in a location that is readily accessible to employees during all hours of operation. The plan will also include (but not be limited to) procedures for dealing with issues such as power outages, robberies and other crimes, bomb threats, and natural disasters.
17. Access: Permit the Owner and/or its invitee's access to any and all areas of the Facilities at any time to include a parking consultant or auditor hired by the Owner.
18. Timely Submission of Reports: Submit all required reports, forms, and documents to the Owner within the time frames established in this Agreement. See Section VI.
19. Customer Complaints: Promptly investigate any complaint received by the Owner, the Operator, or a patron concerning the operation of the System or the conduct, demeanor, or appearance of any employee, invitees, or contractor of Operator. Copies of such complaints shall be forwarded to the Owner no later than the close of business on the next business day following receipt. Operator shall investigate and respond to any such complaint and respond to Owner in writing within three (3) working days from its receipt by the Operator. Owner shall then either direct the Operator to respond to the complaint directly, or shall respond to the complaint through the Owner's management staff, furnishing a copy of the Owner's response to the Operator. Additional copies of such complaints, along with copies of responses, shall be assembled and forwarded to the Owner by the tenth (10th) day of each month. If no complaints were received during the month, the Operator shall submit a letter statement to that effect. Complaints received directly by the Owner and pertaining to operation of the System shall be forwarded to the Operator for comment prior to issuance of a written response by the Owner. The Operator shall comment on or provide to the Owner a written response to such complaint, as directed by the Owner, within two working days in order to provide the Owner with necessary information that will enable the Owner to properly respond to the complaint.
20. Inventory and Custody of Equipment: Prior to Operator's management of the System, conduct a joint inventory of equipment on hand at each Facility including office equipment, access and revenue control equipment, and other cleaning and operating equipment. Items listed on the joint inventory list remain the property of the Owner, entrusted to the Operator for use, maintenance, and care. At the termination of this Agreement, all equipment listed on the joint inventory list shall be reconciled and the Owner will be reimbursed the full and complete replacement costs for all items missing or damaged beyond normal wear and tear. Prior to disposal of any equipment on the inventory list, Operator shall obtain written approval from Owner. Operator shall retain the written approval until equipment is returned to Owner at the termination of this Agreement.

21. Inventory of Unused Tickets: Prior to assuming control of the System, record the beginning and ending serial numbers of all unused ticket stock located in each Facility, in storage, or elsewhere to establish initial ticket accountability.
22. Cleanliness: Maintain each Facility and its equipment. Assure cleaning supplies and procedures used are compatible with and not injurious to the materials, finishes, and equipment being cleaned and maintained. Ensure each Facility and its equipment, parking surfaces, and elevator lobbies are clean, orderly, and in a state of good repair at all times. Provide recommendations to the Owner pertaining to the maintenance of each facility, including significant maintenance issues (e.g., structural concerns, necessary capital expenditures).
23. Maintenance and Repair: Operator shall maintain a complete and permanent record of general maintenance, and shall provide the Owner a copy of the report within the monthly financial and operational report (See Appendix A and B). Perform, or cause to be performed, all required repair and maintenance on all fixtures and equipment, with the exceptions listed herein, unless otherwise instructed by the Owner. The Operator may recommend arrangements for contracts with qualified vendors to cover these services subject to the approval of the Owner. The implementation of such service contracts shall not relieve the Operator from basic responsibility to ensure that equipment is kept in proper working order including minor troubleshooting and preventative maintenance which is within the technical capability of the Operator's on-site staff. Operator shall maintain a complete and permanent record of equipment failures and service calls, and shall notify the Owner of any failure by a service vendor to provide an adequate level of service.

Owner shall be responsible for the maintenance and repair of all paved surfaces, striping and pavement marking, permanent barriers, roadway signage, lighting fixtures, utilities, and structural systems. Owner shall be responsible for repairs to the Parking Office(s) not attributable to negligence or vandalism. The Owner's maintenance of the lighting fixtures shall include re-lamping.

Operator shall be responsible for maintaining the signage inside each Facility, lighting fixtures inside each Facility (including replacement of light bulbs and ballasts) and the parking control equipment. Operator shall provide custodial maintenance of each Facility (parking surfaces, stairwells, elevator landings, entry/exit lanes, etc.), including trash removal to containers designated for its use by the Owner.

24. Use of Owner Equipment: Ensure that Operator's employees who use Owner equipment are properly trained in the use and safe operation of that equipment. Title to this equipment shall remain with Owner. Operator may also use equipment purchased by Operator on behalf of Owner. Use of any equipment by Operator, either owned by Operator or by Owner, shall be at Operator's sole risk and Operator shall protect and indemnify Owner against all liability for said use. Expendable supplies on hand at each Facility or provided to Operator during the term of this Agreement shall be made available at no cost to Operator.
25. Replacements: Replace all equipment, materials, and supplies worn out or expended in the operation or maintenance of the System. For non-payroll expenses in excess of \$1,000, prior written approval of Owner or designee is required. Operator shall replace all materials, equipment, and supplies stolen or vandalized with identical or similar materials approved by Owner. The cost of such replacement shall be an operating

cost provided the replacement is not covered by any insurance policy. A police report shall be immediately filed in the event of theft of any item valued at \$100 or more.

26. Signage: Install signage relating to use of each Facility complying with project standards and as approved by Owner. Operator may display its firm name and logo only in the specific locations and under the specific conditions approved in advance by Owner. Such approval shall be in writing. At Owner's discretion, Operator may be required to repair or replace parking signage.
27. Modification of Facility: Operator shall not modify or alter any equipment, area, space, or structural component of any Facility without the prior written approval of Owner.
28. Distribution of Advertising: Operator shall prohibit the display or distribution of any advertising matter on or within a Facility without the prior written approval of Owner. This shall not be construed to affect or limit Owner's display of advertising, Owner's contracts with others relating to advertising, or the paid placement of vehicles or other objects in the facility through advertisement contracts between Owner and others.
29. Assignment of Management of Facility: Operator shall not assign, hypothecate, transfer, or encumber the management of the System to another person or entity.
30. Conduct of Other Business: Operator shall not conduct from or on the premises any business or any commercial operation not authorized by Owner. This shall include, without limitation, installation of pay telephones, vending machines, or other commercial activities.
31. Smoking Prohibited: Operator shall prohibit smoking by employees in offices, booths, lobbies or other non-parking areas visited by the public.
32. General Compliance: Comply with written directives of Owner or designee, with the other provisions and requirements set out elsewhere in this Agreement and with agreements to which the System is subject now or in the future.
33. Cash Management: Operator shall cooperate with any cash management system required by Owner's then applicable lender, including execution, delivery and performance of a reasonable cash management agreement.

III. PROPRIETARY SOFTWARE

Operator may use its own proprietary software in the management of the System provided its use is approved by Owner and Owner has the ability to perform audits to verify data used in conjunction with the software. While such software remains the property of Operator, the information related to the operation of the System shall remain the property of Owner and Owner, or its designees, shall have the right to examine all such software programs, documentation, and data at any time without advance notice. Operator agrees to provide a copy of such information, in a format determined by the Owner, within 2 business days of a written request from Owner. Such requirement shall continue for one year beyond termination of this Agreement.

IV. CAPITAL IMPROVEMENTS

Operator shall not be responsible for capital projects. Capital projects are defined as repairs, replacements, or upgrades which maintain or increase the value of a Facility and which meet

or exceed a dollar limit established by Owner. Owner shall have sole authority to determine what repairs, replacements, or upgrades are capital projects, including improvements made for code compliance. In the case of a capital project, Owner may, at its sole discretion, direct Owner personnel to make the necessary repair or provide the necessary replacement or upgrade at Owner's expense. Owner may also authorize a private contractor to make the necessary repair or provide the necessary replacement or upgrade at Owner's expense, or authorize Operator to make the necessary repair or provide the necessary replacement or upgrade in which case Operator may include the associated costs as an operating expense. If it is determined that the capital project is the result of gross negligence or intentional misconduct on the part of Operator, the Operator shall bear all costs associated with the project. In such cases, a determination of gross negligence shall be made by a third party that is mutually agreed to by both Owner and Operator.

V. BUDGETS

All operating budgets must be approved by Owner or designee. Sixty days prior to Operator's management of the System, Operator shall submit to Owner, on a form prescribed by Owner, an operating budget for the first 12 months of operation with such detailed supporting data as Owner may request. Thereafter, Operator shall submit to Owner, 60 days prior to the end of the budget year, as designated by the Owner, an operating budget for the next budget year. The budget shall include projections for expenses and revenues, as well as any anticipated revenue enhancements. During the budget year, Operator shall not exceed the budgeted amount of any expense budget category by more than 5 percent without the prior written approval of the Owner and shall not exceed the total expense budget amount by more than 2 percent without prior written approval of Owner. If necessary, Operator may submit, for Owner's approval, a revised operating budget for any budget year if, in the reasonable opinion of Operator, operating expenses in any category will vary more than 5 percent from those originally contained in the operating budget approved by Owner. Explanation of variances shall be included as part of any revised operating budget.

For the purposes of this agreement, purchases of non-consumable material or equipment that exceeds \$1,000 shall require prior written approval from Owner. Operator shall maintain all Letters of Approval for such expenditures on file, in date order, and available for examination.

VI. RECORDS AND REPORTING

1. Operator shall maintain a complete set of books and records, in a form and manner that is approved by Owner, showing all revenue collected and all expenditures made in connection with the operation of the System along with supporting data and documents as prescribed by Owner. Such books and records shall be kept in a manner as to make them easily reconcilable with the reports and forms to be submitted to Owner by Operator. Owner shall have the right to examine the records, books, data, and documents kept by Operator regarding the operation and maintenance of the System within 2 business days of a written request from Owner.
2. All processed ticket and record containers shall be organized for storage in date order to facilitate location of those shifts during audits. All processed tickets and records shall be kept in sealed, water proof containers.

3. The default organization method for all records shall be by facility and date order unless another organizational method is dictated by operational or administrative requirements.
4. Operator shall be held responsible for the conduct of proper revenue control procedures and for the preparation and submission of reports associated with such procedures.
5. Operator shall, as part of its records and reporting requirements, do the following:
 - a. Take a daily beginning and ending inventory of automobiles in the Facility at a time agreed upon by Operator and Owner. This inventory shall be used in reconciling the number of tickets issued versus the number collected. Operator shall, at the direction of Owner, modify the inventory procedures or forms in accordance with standards established by Owner or designee.
 - b. If applicable, use non-repeating, consecutively numbered tickets in sequence in ticket dispensers. Operator shall notify Owner within 24 hours of any shipment of tickets. Such notification shall include a manifest indicating the quantity, color, prefix code, and serial numbers of tickets to be used in ticket dispensers by Operator at the Facility.
 - c. Maintain a bound ticket log of dispenser tickets issued, including the date, person tickets issued to, ticket dispenser issued for, and starting and ending serial number (if applicable) or quantity of tickets issued. If applicable, the ticket inventory shall be used, as much as is practical, in serial number sequence and the log book shall be organized to reflect sequential utilization of the ticket stock.
 - d. Prepare a Daily Operating Report and Daily Revenue Report, including ticket reconciliation, for each 24-hour period, beginning with the time the daily inventory is completed or some other time as determined by Owner. These reports shall be in a form provided by, or approved by, Owner. Owner may change or direct Operator to change the format of the reports at any time. A copy of each set of Daily Reports shall remain on-site for a period of not less than three years. The Daily Revenue Report shall reflect all financial transactions related to the Facility operation for the specified period.
 - e. The Daily Revenue Report for the period shall include the following at a minimum: may be modified by direction of Owner.
 - 1) Beginning inventory of cars in the non-residential section of facility
 - 2) Daily lane counter numbers (non-resettable) separated by parker categories (daily, monthly, etc).
 - 3) Number and extended value of validations collected by type (Owner-approved, retail, etc.);
 - 4) Amount of revenue collected and deposited;
 - 5) Break down of revenue collected by credit card, cash, and validation;
 - 6) Reconciliation of total ticket values, reported revenue, and deposits;
 - 7) Attached copies of deposit slips;

- 8) Value and source of any other revenue received by Operator or Owner, including payments against receivables (monthly, validation books, etc.);
- 9) Combined total gross revenue collect by Operator from all sources;
- 10) Combined reconciliation to actual deposits;
- 11) Number of voided tickets including explanations (equipment maintenance, ticket jam, etc);
- 12) Number of tickets accounted for during the specified period;
- 13) Ending inventory of vehicles in non-residential section of facility; and
- 14) Reconciliation tickets issued to tickets collected including tickets not accounted for.

After the Daily Revenue Report has been prepared, verified, and signed by the Manager, a copy of the report, along with any tickets, receipts, journal tapes, copies of deposit forms, etc., shall be bundled, identified with the date of the report, and placed in a water proof container in a secure location provided by Owner pending audit. Owner may request copies of any or all Daily Revenue Reports at any time.

6. Deliver to Owner, by the 15th business day of each month, a Monthly Report in a format approved by Owner, which shall summarize financial and operational activity for the previous month and contain, at a minimum, the following:
 - a. Tickets issued by date;
 - b. Tickets collected by date and type (1st hour free, validated, paid);
 - c. Tickets not accounted for by date;
 - d. Tickets not accounted for month-to-date;
 - e. Revenue by date;
 - f. Revenue month-to-date;
 - g. Validations collected by date (if applicable);
 - h. Average ticket price with and without validations (if applicable);
 - i. Expenses per space for current month and year to date;
 - j. Revenues per space for current month and year to date;
 - k. Number of active monthly cards (if applicable);
 - l. Revenue collected for monthly cards (if applicable);
 - m. Number of monthly cards issued and recollected month-to-date (if applicable);
 - n. Reconciliation of active monthly cards versus cards issued and recollected (if applicable);
 - o. Amount of any uncollected parking fees;
 - p. A copy of the weekly maintenance checklist (see sample in Appendix A)

- q. Balance of any parking fee receivables, including returned checks and credit card charge-backs; and
 - r. Record of operations-related expenses, including payroll.
7. Deliver to Owner, within ten days of the end of each calendar quarter, a facility condition report that details all outstanding maintenance and repair items identified by Operator or Owner. The report shall include the results of a thorough on-site inspection of each facility by Operator conducted within 15 days of the issue of the report.
 8. Deliver to Owner, within ten days of the end of each calendar quarter, a comprehensive rate survey that details all comparable properties within downtown and all comparable parking facilities within the downtown parking district. Include recommendations for rate changes and an explanation of financial and demand effects of recommended changes.
 9. Deliver to Owner, by January 31 of each year, an Annual Report in a form approved by Owner. Owner may direct Operator to change the format of the report at any time. A copy of the Annual Report shall be kept in the main parking office for a period of not less than three years. The Annual Report shall reflect the previous calendar year and shall contain as a minimum the following:
 - a. Analysis of parking volumes and revenues for the year, with comparisons to previous years by month and by year;
 - b. Record of operations-related expenses, including payroll, with comparisons to previous years by month and by year;
 - c. Comments on security issues;
 - d. Record of employee training;
 - e. Record of employee turnover;
 - f. Comments on the condition of each Facility and equipment and summation of all four quarterly facility condition reports;
 - g. Goals for the coming year;
 - h. Proposals for operational or physical improvements; and
 - i. Comprehensive rate survey of comparable properties and parking facilities within the downtown parking district. Recommended rate changes and explanation of financial and demand effects due to the recommended changes.

VII. PARKING REVENUE

1. Parking revenue shall include all monies received by or due to Owner as a result of Operator's management of the System. Parking revenue shall not include revenue from advertising in the parking structures or elsewhere. Operator shall report all Operator-collected parking revenue in its reports of gross revenue to Owner. All revenues collected for parking in each Facility, whether by Operator's employees or Owner employees, shall be considered parking revenue. Operator will collect parking fees charged for transient parking, monthly parking and other designated special events, and deposits the funds directly into a bank account designated by Owner.

2. Operator shall not conduct its operations on a credit basis unless approved by the Owner.
3. Monies recovered from any insurance company by the Operator for damage to any Operator property shall be excluded from System parking revenue. Federal, state, county, municipal sales tax, parking tax, or other taxes separately stated and collected from System patrons now or hereafter levied or imposed shall also be excluded from System parking revenue. No deductions shall be allowed from the parking revenue for the payment of any franchise taxes or fees levied on the Operator by another party without written approval from the Owner.
4. All parking revenue shall be deposited in an account established by the Owner, on the day following collection of the revenue, by the bank deadline for accepting and crediting deposits to that account for that day. The Operator shall immediately notify the Owner if any deposit is delayed past the deposit deadline. The Owner shall inform the Operator of any changes in the location of the account. The Owner shall supply to the Operator all forms required by the Owner for the depositing of parking revenue.
5. Parking revenue shall not be used to make up any deficiencies in the Operator's change or petty cash fund.
6. Cashiering shortages incurred by Operator's employees are the responsibility of the Operator. This provision in no way limits the Operator's right to hold its employees financially responsible for such shortages as allowed by law. Cashiering overages shall be considered miscellaneous income and shall be identified and deposited separately each day. Cashiering shortages shall not be "netted" against "overages" for cashiers, managers, or the Operator; however, Operator may use its reasonable judgment concerning obvious errors in change handling that produce offsetting overages and shortages between specific cashiers so long as that adjustment is clearly documented by written explanation as part of the Daily Revenue Report submission. Such adjustments shall be subject to Owner approval.
7. Checks or money orders accepted on behalf of the Owner by the Operator may be made payable to the Operator at the sole discretion of the Owner.
8. Operator shall be responsible for all revenues until deposited and reconciled. If any parking revenue is misplaced or lost while in the custody of the Operator, the Operator shall report the missing or lost money to the Owner within 24 hours after the occurrence. The Operator, at no expense to the Owner, shall replace the amount of parking revenue misplaced or lost in full within ten business days, unless a longer period is authorized by the Owner. The amount of missing or lost parking revenue shall be determined by using journal tapes, receipts, counters, ticket numbers, and other Facility equipment. The Owner may investigate any incident of misplaced or lost parking revenue. If a dispute arises concerning the amount of misplaced or lost parking revenue, the determination of Owner shall prevail.
9. Operator shall be responsible for any stolen parking revenues. If any parking revenue is stolen, the Operator shall notify the police immediately after the theft is discovered. The Operator shall also notify the Owner no later than eight hours after the Police have been notified. The Operator shall file a claim with its insurance carrier in order for the Owner to recover the amount of stolen parking revenue. In any event, Operator shall replace the stolen funds within 20 days of discovery of the loss. The Owner may investigate any incident of theft.

VIII. OPERATING EXPENSES

The Owner shall reimburse the Operator for approved operating expenses. Operating expenses shall refer to all direct costs incurred by the Operator, and approved by the Owner, in connection with the Operator's management of the System. Approved operating expenses shall be reimbursed at Operator's cost without mark-up.

In general, operating expenses shall include all costs except for debt service, fire insurance premiums for the property and its improvements, property taxes, and capital projects. These non-operating expenses shall be the responsibility of the Owner.

Reimbursable operating expenses shall include, but shall not be limited to, the following.

1. Wages, salaries, and employer's Social Security contributions for all on-site personnel employed by the Operator and approved by the Owner.
2. Maximum cost of Worker's Compensation insurance limited to the following percentages of individual wages and salaries by employee category:
Management 8.5 % Clerical 8.5 % Maintenance 8.5 %
Should the statutory or decreased regulatory base rate, or Operator's experience modifier, be increased during the term of this Agreement, the same percentage of increase or decrease shall be applied to the limits above by category. Worker's Compensation insurance premiums and costs are subject to any statutory or regulatory limitations on the amount of individual annual wages against which such premiums and costs are required.
3. Federal and State Unemployment taxes limited to the following percentages of individual wages and salaries by employee category:
Management 4.9 % Clerical 4.9 % Maintenance 4.9 %
Should the statutory or regulatory base rate be increased or decreased during the term of this Agreement, the same percentage of increase or decrease shall be applied to the limits above by category. Unemployment insurance premiums and costs are subject to any statutory or regulatory limitations on the amount of individual annual wages against which such premiums and costs are required. Operator shall diligently control the application of those limits to each employee.
4. Operator's direct portion of Health and Life Insurance premiums for full-time employees. Employees' portion of premium is specifically excluded.
5. Retirement or pension benefit payments made on behalf of eligible and participating employees.
6. Mileage for one vehicle provided by Operator at the rate set from time to time by the U.S. Internal Revenue Service for deductible mileage expense. Mileage shall be paid only for those miles driven on-site in the performance of assigned responsibilities and off-site for business directly related to management of the System. Mileage to and from a personal residence is specifically excluded. Operator shall provide and certify mileage logs to substantiate mileage reimbursement.

7. Cost of all approved contractual services obtained on behalf of the Owner for maintaining the System and equipment, uniforms, postage, etc. Contractual services must be approved in advance by the Owner.
8. Taxes, excluding property taxes, franchise taxes, or taxes owed by Operator as a result of its income from the operation of the System.
9. Utilities such as electric, telephone (including long distance), water, sewage, storm water, etc.
10. Any licensing fees, permit fees, and special government assessments for sewer, street lighting, etc., related directly to the System or its operation.
11. Tickets, receipt paper, journal paper.
12. Janitorial, office, and other operating supplies.
13. Postage and shipping charges not related to Operator's internal administrative processes such as payroll distribution and other document transit between the site and Operator's administrative offices, wherever located.
14. Refunds provided to System patrons, which refunds shall be limited to \$25 without approval of the Owner. Customer refunds shall not exceed \$50 in any calendar month without prior approval from the Owner.
15. Routine preventative maintenance, general maintenance, and repairs to the Facilities including line striping, parking equipment, and other Facility equipment and fixtures. Work performed in excess of the dollar limits previously established in this Agreement shall require the prior approval of the Owner in order to qualify as an operating expense.
16. Management Fee.
17. Cost of operating equipment approved by the Owner, including equipment rental.
18. Any surcharges, handling fees, processing fees, and data processing fees approved by the Owner. Such fees shall specifically include credit card discount and processing fees charged by the bank or clearinghouse in accordance with agreements negotiated or approved by the Owner.
19. The cost of any uncollectible returned checks, credit card charges, debit card charges or other receivables from similar modes of payment, if the Owner requires or approves Operator acceptance, so long as the Operator has complied fully with the procedures approved by the Owner for processing, recording, reconciling and pursuing active receivables associated with those payment modes.
20. Other items approved by the Owner.

Specific Exclusions:

Operating Expenses shall not include the following.

1. Insurance that the Operator is required to provide under this Agreement including deductibles (other than provisions for Worker's Compensation and unemployment insurance set out and limited by this Article of the Agreement).
2. Any interest, penalties, or service fees charged to the Operator as the result of the Operator's failure to pay just debt in a timely fashion.

3. Any accounting, bookkeeping, or other administrative costs for work performed by personnel not assigned to and working at a Facility as approved in the annual budget.
4. Any legal costs related to personnel matters, including any collective bargaining activity or agreement unless specifically approved in advance by the Owner.
5. Furniture and office equipment, including administrative computers, for management use.
6. Operating change funds or petty cash funds.
7. Travel expenses for Operator's staff, whether assigned or not assigned to the System.
8. Costs related to offsite personnel, such as supervisors or bookkeepers, including wages, benefits, and travel expenses.

IX. WAGES AND SALARIES

The Owner shall reserve the right to approve both a minimum hourly wage and a range of wages for hourly employees working in the System. The Manager's salary and any other salaries for personnel working at a Facility shall also be subject to approval by the Owner. This shall not preclude the Operator from compensating employees at a higher rate except that the Owner shall not be obligated to reimburse Operator for wage or salary rates which exceed the approved limits. Operator shall not submit wages or salaries for reimbursement which exceed the approved limits. All bonuses and raises must be approved in writing by the Owner.

X. CUSTODY OF SUPPLIES

The Owner shall provide adequate and suitable storage space for tickets and operating supplies. The Owner may elect to control the issue of both tickets and supplies under reasonable procedures to ensure accountability and cost control.

The Operator shall specifically protect and control access to the stock of unused tickets. Unused tickets shall not be destroyed or disposed of without prior written permission of the Owner. The Operator shall submit a request for ticket disposal authorization to the Owner, which shall include the serial numbers of all tickets to be destroyed. The serial numbers of tickets to be destroyed shall also be recorded in the Ticket Control Log. No tickets shall be destroyed until written permission has been received from the Owner. The Owner shall be given an opportunity to verify and witness any destruction or disposal of tickets and may require a delay in the destruction or disposal, if necessary, in order to provide such verification or witness. Disposal of tickets shall be destruction of the tickets by a method, approved by the Owner or designee, which ensures that they cannot be used and are so thoroughly defaced as to be visibly obvious.

XI. MANAGEMENT FEE

The Owner shall pay Operator for its management of the System a Base Management Fee of \$____ per month based on an Initial System Capacity of _____ parking spaces established by count at the commencement of this Agreement. The Base Management Fee shall include the Operator's profit and overhead, supervisory and travel costs for staff not

assigned to the site, liability insurance deductibles, and other costs identified in Sections VIII and XIII of this Agreement.

(Remove next section if this is not desired)

In addition, the Owner shall pay Operator, at the end of each contract year, an Incentive Fee equal to _____ of the net operating surplus which shall be computed as the gross Parking Revenues less approved operating expenses reimbursed to the Operator. The Incentive Fee, if any, shall be computed annually by the Owner and paid within 30 days after the end of the contract year. The Incentive Fee shall be calculated on a pro rata basis based on the date of termination if termination occurs within 90 days of the end of the contract year. The Incentive Fee shall not be due or paid for any contract year if termination occurs before 90 days of the end of the contract year due to cancellation of the Agreement by either party.

(Remove previous section if this is not desired)

Operator agrees that the Owner can increase or decrease the size of its operation at its sole discretion and that the inclusion of the Incentive Fee as part of the compensation under this Agreement in no way obligates the Owner to maintain any facility capacity.

XII. DEDUCTIONS

Operator shall be subject to deductions if the Owner is required to pay any sum or sums or incurs any obligations or expenses because of the failure, neglect, or refusal of the Operator to perform or fulfill any of the requirements of this Agreement. Such deductions shall include all interest, costs (including legal fees), damages, and other fees in conjunction with such sums so paid or expenses so incurred and shall be subtracted from any amount due the Operator.

Operator shall be subject to deductions for "missing" tickets and tickets "not accounted for." "Missing" tickets are defined as tickets processed but no longer available for review and audit by the Owner or its designees. Tickets "not accounted for" are defined as a quantity of tickets, which cannot be accounted for after the monthly reconciliation of vehicles on the lot at the start of the month, plus tickets issued during the month, less vehicle exits processed, less vehicles remaining on the lot at the end of the month. The ending inventory of vehicles for one month shall be the beginning inventory of vehicles for the next month. Vehicle exits shall include lost ticket transactions. The exit of any vehicles that entered a Facility by means other than a ticket shall not be included as exits for the purpose of this reconciliation.

A penalty of \$20 per ticket or the maximum daily parking fee per ticket, whichever is greater, shall be assessed for tickets not accounted for in the monthly reconciliation that exceed 2.0 percent of the total number of tickets issued during the month.

XIII. PAYMENTS TO THE OPERATOR

The Operator shall submit to the Owner, by the 10th business day of each month, a statement of the amount due the Operator. The voucher shall be completed in a manner consistent with the instructions of the Owner. The amount due the Operator shall be the sum of all approved

operating expenses plus the management fee minus any deductions. The Operator shall include documentation satisfactory to the Owner to support all operating expenses. The Owner shall process and pay the Operator's invoice within 30 days of receipt by the Owner provided all expenses are adequately documented. The Owner shall notify Operator promptly if any items are in dispute or not sufficiently documented and shall not delay payment of the undisputed portions of the invoice more than ten days as the result of such discrepancies.

The Operator shall include a report with its monthly invoice, in a format approved by the Owner, which presents the budgeted amounts and expenditures, by detailed categories established in the annual operating budget, for the current month and for each preceding month during the contract year. The report shall include year-to-date totals for both budgeted amounts and expenditures with variations, by budget item, computed in dollar amounts and percentages.

XIV. AUDITS

The Owner shall have the right to require, without cause, an audit of the parking operation and the parking at any time. The Owner shall give the Operator 10 business days notice prior to the audit so that the Operator may gather necessary information. Once the draft audit report has been completed, the Operator will be given an opportunity to review the report for 10 business days prior to the issuance of the final audit report.

The cost of such audits shall be borne by the Owner except that Operator shall pay the cost of the audit if the audit reveals that revenues were understated by more than 5 percent or reimbursed expenses are overstated by more than 5 percent by the Operator during the 12-month period examined in the audit.

XV. INSURANCE

The Owner, at its sole cost, will carry fire insurance for the System to the extent of the replacement cost of a Facility, which cost of replacement shall be adjusted from time-to-time.

The Operator shall carry the following insurance coverage, **at the Operator's sole expense**, for the duration of this Agreement and any extensions thereof.

1. General Liability Insurance – on an “occurrence” basis including bodily injury, property damage and personal injury with a combined single limit for bodily injury and property damage liability of at least \$5,000,000 per occurrence and “per location” aggregate. Such policy or policies must include Garagekeeper's Legal Liability Coverage. The limit of liability for the Garagekeeper's Legal Liability Coverage must be sufficient to insure the payment of any loss without prorating of that loss based on the maximum facility capacity. A deductible may be applied to the collision peril of the Garagekeeper's Legal Liability Coverage but payment of the deductible or deductible under any other policy required must be the sole responsibility of the Operator unless approved in writing by the Owner.

2. Umbrella liability insurance - to supplement other required insurance including Garagekeeper's legal liability with an annual aggregate of \$5,000,000.
3. Automobile liability insurance - to supplement other required insurance with an annual aggregate of \$1,000,000.
4. Crime and Fidelity Insurance - to protect against loss due to forgery, employee dishonesty, robbery, theft, or burglary with limits of \$250,000.
5. Employer's Liability Insurance - against employee claims and legal actions of not less than \$250,000.
6. Additional Insurance – as may be reasonably requested by Owner.
7. Lender Requirements – operator will comply with any additional lender insurance requirements.

Deductible amounts under policies carried by the Operator shall not be considered an operating expense and are not subject to reimbursement by the Owner. The amount of deductibles, including any self-insurance arrangements, shall be disclosed to the Owner prior to the execution of the Agreement and are subject to approval.

The policies purchased by Operator shall name, City of Wichita and its city council members, city manager, officers, managers, and staff as additional named insured. Copies of all insurance policies, declaration statements, and certificates of insurance shall be available to Owner for review at any time. The policy or policies of insurance shall contain a provision prohibiting the insurer from canceling non-renewing or materially changing the policy or policies of insurance without notifying Owner, in writing, at least 30 days prior to cancellation. Operator shall provide a valid certificate of insurance evidencing the coverages and amounts required in this section to Owner prior to the start of the Agreement, and provide updated certificates of insurance during the agreement term at least annually or as needed to prove sufficient insurance coverage is in effect.

Owner shall assume no responsibility or liability for any loss or theft of any vehicle or any part thereof, or for any article left therein, or for any damage, including personal injury, which may be caused thereto by fire, trespassers, collision, thrown objects, etc. Owner shall assume no responsibility for any acts, error or omissions of Operator or any agent, representative, or any other person acting or purporting to act for or on behalf of Operator. Operator shall indemnify, protect, and hold harmless Owner, its employees, representatives, successors, and assigns from and against all losses, damages, injuries, claims, demands, and expenses, including legal expenses, which might be caused by, or in any way connected with, or arising out of Operator's operation of the Facility, except those which arise from the sole negligence or intentional misconduct of the Owner or its employees, representatives, successor or assigns. Operator shall assume the settlement of, and the defense of any suit or suits or other legal proceedings brought to enforce all such losses, damages, injuries, claims, demands and expenses and shall pay all judgments entered in any such suit or suits or other legal proceedings. The liability of Operator under the foregoing indemnity shall extend to and include any testing, response and remediation costs incurred by Owner in connection with the proven release, discharge or generation of Hazardous Materials on, within or in the vicinity of, the property by the Operator or Operator's personnel in violation of any Federal, state or local environmental laws.

Without limitation of the foregoing, Operator agrees to protect, defend, indemnify and hold Owner harmless from any and all liability, loss, damage, or expenses arising from any employment relationship between Operator and its employees, including claims under any statute including but not limited to the worker's compensation laws, unemployment compensation laws, the Equal Employment Opportunity Act, the Fair Labor Standards Act, the Family and Medical Leave Act, the Americans With Disabilities Act, any collective bargaining agreement and any state or Federal statutes or regulations pertaining to union activities or collective bargaining. The indemnities and assumptions of liabilities and obligations herein provided for shall continue in full force and effect notwithstanding the termination of this Agreement, whether by expiration of time, by operation of law, or otherwise.

Owner shall indemnify, protect, and hold harmless the Operator, its employees, representatives, successors, and assigns from and against all losses, damages, injuries, claims, demands, and expenses, including legal expenses, which might be caused by, or in any way connected with, or arising out of Owner's sole negligence or intentional misconduct of Owner or its employees, representatives, successor or assigns. Owner shall assume the settlement of, and the defense of any suit or suits or other legal proceedings brought to enforce all such losses, damages, injuries, claims, demands and expenses and shall pay all judgments entered in any such suit or suits or other legal proceedings.

XVI. PERFORMANCE BOND

Operator may be required to carry the following insurance at the sole discretion of the Owner:

Faithful performance bond in a form satisfactory to Owner with surety and in the penal sum satisfactory to Owner conditioned upon the full and faithful performance by Operator of its duties, covenants, and obligations including all repairs, replacements, and removals which are the Operator's responsibility. From time-to-time, Owner may require an increase in the amount of the bond. The costs of such bond shall be an Operating Expense.

XVII. OPERATING HOURS

Operator shall manage the System during the hours specified by Owner and Owner shall have the sole authority to establish other operating hours and modify such hours from time to time, including special operating hours to accommodate special events taking place at or near a Facility. Any change in a Facility's hours of operation shall be made only by written order of the Owner, served upon Operator, and shall take effect on the date stated in the notice which shall not be earlier than five days after receipt of the notice by Operator, unless an earlier date is agreed to by Operator. If applicable, Residential parkers will require access to a Facility 24 hours a day, seven days a week.

XVIII. PARKING RATES

Operator shall charge persons using the Facilities such rates as, from time to time, are approved by Owner. On a quarterly basis, Operator shall recommend a rate structure to be approved by Owner in its sole discretion.

Operator shall comply with the terms of any arrangements made or approved by Owner for monthly parking with or without charge. "Monthly" parking is defined as including any parking arrangement under which patrons or invitees utilize the System by means other than the normal rate schedule. Operator shall administer any such special arrangements including the issue of access cards or other special access devices, accounting for parking charges associated with such parking, and collection of any amounts due.

Owner reserves the right to require special rates and maximums for each Facility from time to time. Operator acknowledges that Owner has sole discretion on rates and may not initially charge for public parking.

XIX. TERM OF THE AGREEMENT

Subject to Section XX, the term of this Agreement shall be for a period of **three** years commencing no later than _____, 20__ and ending _____, 20__. At the end of the initial term, the Owner shall have the option to renew this Agreement, under the same terms and conditions, for an additional period of **two** years by giving the Operator not less than 60 days notice. Owner may renew the Agreement for an additional two, two-year periods with the consent of the Operator. Should Operator agree to any such extensions, Operator agrees to accept the extension upon the terms set out in this Agreement regardless of whether the Owner has given the required 60-day notice.

In the event that the Owner exercises its option to renew the Agreement, the Base Management Fee shall be increased by a percentage equal to the percent increase in the national Consumer Price Index (CPI) on the date of commencement of the renewal period as compared to the date at which the existing Agreement period and Base Management Fee took effect, unless otherwise agreed by both parties.

XX. TERMINATION

During the term of this Agreement, the Owner shall have the right, at its sole discretion, to immediately terminate the Agreement for any cause whatsoever, with 30 day written notice to Operator upon occurrence of any of the following events.

1. Operator violates any provision of this Agreement and fails to cure the violation within a reasonable time (not to exceed 10 business days) following written notice to the Operator specifying the nature of the violation.
2. Operator violates, as determined by the Owner, the Agreement four times or more. Operator shall receive a written notice of each violation.
3. Operator places on the System or any part thereof or interest therein any lien or encumbrances or Operator shall suffer any material men's or mechanic's lien to be filed against the System, or any such lien or encumbrance shall not have been removed or discharged within five (5) days written demand by Owner to do so, unless, in the case of a material men's or mechanic's lien, Operator is in good faith contesting the validity or the amount of such lien.

4. The dissolution or liquidation of the Operator, institution of insolvency proceedings against it, or the filing by Operator to be adjudicated, bankrupt, insolvent; or on consent by Operator to the institution of bankruptcy or insolvency proceedings against it; or the filing by Operator of a petition or answer or consent seeking reorganization or relief under the Federal Bankruptcy Act or any other applicable Federal or state law; or the consent by the filing by Operator to the filing by any such petition or to the appointment of a receiver, liquidator, trustee or other similar official of the Operator or of any substantial part of its assets; or the making by it of an assignment for the benefit of creditors; or the admission by Operator in writing of its inability to pay its debts generally as they become due; or the failure of Operator to lift promptly any execution and obligations under this Agreement. The term "dissolve or liquidated" as used in this section shall not include cessation of corporate existence of Operator resulting from merger or consolidation of Operator into or with another corporation or a dissolution or liquidation of Operator following a transfer of all of its assets as permitted hereunder.
5. Operator shall cease to operate and maintain the System as provided in this agreement.
6. Owner desires to develop or sell a Facility or the System.
7. System capacity (parking spaces) is reduced by more than 50 percent due to fire, explosion, damage, property sales, etc.

In addition to the foregoing, after the initial year of the Agreement, either party shall have the right to terminate this Agreement for any reason upon prior written notice to the other party. Such notice shall be delivered personally by overnight courier or by certified mail no later than 30 days prior to the date the party desires to terminate this Agreement.

The parties shall make a final accounting of System revenue, operating expenses, inventory, and deductions as of the date of termination. Operator shall surrender all records, data, documents, and property belonging to the Owner. Operator may retain copies of records, data, and documents as required by law.

In the event of termination, each party shall expressly reserve and retain all rights and remedies to which it may be lawfully entitled, but there shall be no further rights or liabilities accruing to the parties pursuant to this Agreement except as specifically set forth hereinabove.

At the termination of Operator's service for any reason, including expiration, Operator and all persons holding or claiming under Operator shall surrender possession of each Facility to the Owner, maintained as provided for in this Agreement, damage by fire or other casualty excepted, and free of any and all claims thereto by Operator or any party holding under Operator. Upon such termination, Operator shall have the right to remove from each Facility all personal property, tools, machinery, and trade fixtures and equipment owned by the Operator at its own expense, irrespective of how any such property may be attached to the premises; provided, however, that Operator shall repair any damage to a Facility caused by the removal of such property. If each Facility is not surrendered as provided above, Operator shall pay to Owner all amounts of damage suffered by the removal of such property which amount may be deducted from the final payment to Operator at the discretion of Owner.

XXI. FORCE MAJEURE

Operator shall not be charged with default nor shall Owner be held liable because of delays in the performance of the service or payments due as a result of any of the following.

1. Acts of the Federal government, including controls or restrictions upon the use of or the obtaining of materials, equipment, tools, or labor essential to operation of the System, by reason of war, national defense, or any other national emergency.
2. Acts of the Owner or third parties, including but not limited to changes in the method of performing the work or scope of work covered by the Agreement, upon order of the Owner.
3. Causes not reasonably foreseeable by the parties to this Agreement at the time of the execution of the Agreement that are beyond the control of, and through no fault or negligence of, Operator or Owner. This shall include, but not be limited to, acts of God or the public enemy, freight embargoes, court actions, floods, epidemics, quarantine, and strikes; weather of unusual severity such as hurricanes, tornadoes, and cyclones; nuclear radiation or radioactive contamination; acts of terrorism; and other factors of unusual severity which directly affect or prohibit the work under the Agreement. This shall not include changes in economic conditions.

XXII. INDEPENDENT CONTRACTOR STATUS

It is agreed by both parties that Operator shall perform under this Agreement as an independent contractor and nothing in this Agreement shall be construed as creating any other relationship between the parties hereto including, but not limited to, a partnership, an agency relationship or a joint venture. Neither Operator nor Operator's employees shall, for any purpose, be deemed to be employees or agents of Owner.

Operator shall have full authority to hire, promote discipline, and discharge its personnel.

No Operator's employee shall be entitled, as a result of this Agreement, to any of the benefits under any benefit plan which Owner presently has in effect or may have in the future. Owner shall be obligated to reimburse Operator only those costs and benefits associated with payrolls which are specifically set out in this Agreement and under the terms described herein.

XXIII. LIEN CLAIMS

So long as Owner has paid all amounts due hereunder, Operator shall not create or permit to remain any liens, encumbrances, or other like charge on account of Operator's work or work performed by others on behalf of Operator and shall, within five (5) days of written notice from Owner, cause any such liens or encumbrances to be removed of record or bonded off.

XXIV. CONFIDENTIALITY

Except as otherwise provided herein, Operator shall hold in confidence and not disclose other business or technical information disclosed to Operator by Owner or acquired by contractor in the course of performing the Services hereunder for Owner. The obligations of confidentiality

do not apply to information that (i) is or becomes part of the public domain, or (ii) is required to be publicly disclosed under law.

XXV. ASSIGNMENT

This Agreement, any portion of the work or any monies due hereunder, shall not be assignable by Operator without the, prior written consent of Owner in its sole discretion.

Owner shall have the right to at any time assign its rights and delegate its duties hereunder to any one or more parties. Owner shall be released of any and all liability hereunder from and after the date that such successor assumes in writing the obligations of Owner hereunder.

XXVI. SUBORDINATION

This Agreement is subject and subordinate to all mortgages and/or deeds of trust that are in existence now or that may come into existence after the date of this Agreement that may affect the fee simple interest of Owner, its successors, or assigns in the System.

XXVII. SUCCESSORS

Subject to the other terms hereof, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective personal representatives, successors and assigns. Owner's liability hereunder shall be limited to its interest in the System.

XXVIII. GOVERNED BY THE LAWS OF THE STATE OF KANSAS

The terms of this Agreement shall be governed by and interpreted according to the laws of the State of Kansas.

XXIX. HOLD HARMLESS

Operator shall indemnify, defend, and hold harmless the indemnified parties (hereinafter defined) from and against all causes of action, claims, damages, liens, demands, costs, expenses, and liabilities, including attorneys' fees and court costs, (collectively, "claims" and individually, a "claim"), arising in favor of any persons (including any indemnified party) which arises out of or results from any act or omission of operator or operator's employees, agents or subcontractors or is attributable to the recklessness, carelessness or negligence of operator or operator's employees, agents, or subcontractors. This indemnification shall bind operator unless the claim results solely or in part from the negligence or will misconduct of an indemnified party. Operator shall keep the project free of all liens representing claims which purport to be based on any services or materials allegedly provided at the request or on the authority of the operator or any of its subcontractors. "indemnified parties" means owner, its constituent partners, shareholders and/or other direct or indirect equity owners of owner, and all officers, directors, employees, agents and representatives of any of the foregoing.

XXX. WAIVER OF TERMS

The Owner shall have the right to waive any term, provision, or condition of this agreement protecting the Owner if, in the opinion of the Owner, such waiver is in the best interest of the Owner. The waiver of any term, provision, or condition of this Agreement, or the breach thereof, shall not be deemed to be a waiver of any other term, provision, or condition. Neither the failure of either party to exercise any right given such party hereunder nor to insist upon strict compliance by the other party with its obligations hereunder, nor any custom or practice of the parties at variance with the terms hereof shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

XXXI. AMENDMENTS

The Agreement shall not be altered, changed, or amended except by written instrument agreed to and signed by the Operator and the Owner.

XXXII. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties hereto with respect to the System and work to be performed. No representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein or incorporated herein by reference shall be of any force or effect

XXXIII. NOTICES

Any notice, approval or other communication required hereunder must be in writing and shall be deemed given if delivered by nationally recognized next day air courier service or registered mail or certified mail addressed to the parties hereto indicated above. Notice shall be deemed given upon confirmed receipt or rejection thereof. Either party may change its address upon thirty (30) days' written notice to the other party.

XXXIV. NOTICE

Notices to the following addresses:

If to _____ (Operator)

Title: _____

Operator Name: _____

Address: _____

City, State, Zip: _____

If to _____ (Owner)

Title: _____

Operator Name: _____

Address: _____

City, State, Zip: _____



IN WITNESS WHEREOF, the Parties hereto have executed this Contract as of the dates shown below.

WITNESS: _____

By: _____

Title: _____

Date: _____

(Name of Operator)

By: _____

Title: _____

Date: _____

SECRETARY'S CERTIFICATE

I, _____, certify that I am the Secretary of the Corporation named as Operator herein; that _____, who signed this Contract on behalf of the Operator, was then _____ of said Corporation; that said Operator was duly signed in accordance with its Schedule of Authorizations, which Schedule was approved by its Board of Directors, and is within the scope of its corporate powers.

Secretary's Signature

(Corporate Seal)

Maintenance Checklist
INSERT GARAGE NAME

Week Of: (month) _____ (Day) _____ (Year) _____

	Week 1							Week 2							Week 3							Week 4						
	Sun.	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.	Sun.	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.	Sun.	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.	Sun.	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.
Elevator																												
Clean Tracks	D																											
Vacuum/Sweep Cabs	D																											
Wipe Down Cab Walls	D																											
Vacuum/ Sweep Elevator Lobbies	D																											
Clean & empty trash & ash receptacles	D																											
Clean light fixtures	W																											
Facility Interior																												
Sweep stairwells	D																											
Wipe Handrails in Stairwells	W																											
Treat Oil Stains	W																											
Remove Cobwebs	D																											
Wipe down doors	D																											
Wipe down fixtures	D																											
Mop entrance island	W																											
Clean & empty trash & ash receptacles	D																											
Mechanically sweep deck	Q																											
Clean light fixtures	W																											
Powerwash deck	A																											
Wipe down all parking equipment	D																											
Vacuum inside of parking equipment	Q																											
Check and clean signs	W																											
Check light fixtures	D																											
Adjust and replace foam on gates	D																											
Clean card readers	W																											

Each item MUST be initiated AFTER completion.

Key:

D	DAILY
W	WEEKLY
B	BI-WEEKLY
Q	QUARTERLY
A	ANNUALLY

Notes:

Spaces Treated for Oil Stains: _____
Light fixtures that need replacing: _____

General Description of Services to Be Provided

A. Definition of Routine Cleaning Services in Parking Facilities

- Pick up trash, branches, large debris, weeds, broken glass, cans and concentrated accumulations of sand, grit, leaves, mulch, and debris
- Cleaning shall occur for the entire parking System from the edges of the property and shall include all parking stalls, bays, and driving aisles
- At a minimum, a System should be cleaned based on the schedule provided in Appendix A. Some areas may require cleaning more frequently based on special events or by virtue of the lot utilization and trash accumulation. Accumulation of debris at curbs, behind wheel stops, and in corners is not acceptable.
- Clean debris and accumulated silt from around and within drains to maintain proper drain function and appearance.
- If service is delayed or interrupted for any reason, the Maintenance Manager will notify the City's Parking Manager.
- Facilities are to be cleaned (swept) on a periodic basis to remove sand, grit, and silt from impervious surface lots.
- Pervious lots will be vacuumed twice yearly.
- Sidewalks and other non-parking hard-surface areas in the landscape will be kept clean of litter, organic debris, weeds and other obstructions.
- Wipe down all access control equipment and signage.
- Report signage damage or vandalism.

B. Definition of Seasonal Cleaning Services

- Weed parking lot cracks and curb areas. This includes all gravel parking lot(s).
- Remove all fallen leaves from parking lot surfaces and adjacent walks, steps, and other managed areas.
- Remove overhanging tree limbs, vines, and other vegetation that impedes or creates a hazard for parking spaces or travel lanes within the lot.
- Snow Removal
- De-icing / Salt or Sand Application

Estimated Parking Management Costs (Per Locations Noted in 2005 Agreement)

Management Costs

	City Hall Garage	State Office Building Parking Facilities	Surface Lot #3	Surface Lot #4	Surface Lot #5	Surface Lot #6	Surface Lot #7	Surface Lot #8	Surface Lot #9	Surface Lot #10	Surface Lot #11	Surface Lot #12	Total
Spaces:	850	870	64	47	128	24	68	194	22	197	26	120	2,610
Liability Insurance	10,200	10,440	768	564	1,536	288	816	2,328	264	2,364	312	1,440	\$31,320
Utilities	53,300	54,250	1,600	1,175	3,200	600	1,700	4,850	550	4,925	650	3,000	\$129,800
Telephone	2,250	2,250	150	150	150	150	150	150	150	150	150	150	\$6,000
Repair & Maintenance	21,250	21,750	640	470	1,280	240	680	1,940	220	1,970	260	1,200	\$51,900
Uniforms	1,800	1,800	60	60	60	60	60	60	60	60	60	60	\$4,200
Supplies & Postage	3,400	3,480	256	188	512	96	272	776	88	788	104	480	\$10,440
Sweeping	1,700	1,740	128	94	256	48	136	388	44	394	52	240	\$5,220
Snow Removal	4,250	4,350	640	470	1,280	240	680	1,940	220	1,970	260	1,200	\$17,500
License	0	0	0	0	0	0	0	0	0	0	0	0	
Equipment Depreciation	0	0	0	0	0	0	0	0	0	0	0	0	
Payroll	91,907	60,040	2,026	1,488	4,052	760	2,153	6,141	696	6,236	823	3,799	\$180,120
Payroll Taxes	8,731	5,704	192	141	385	72	204	583	66	592	78	361	\$17,111
Workers Comp	4,136	2,702	91	67	182	34	97	276	31	281	37	171	\$8,105
Group Insurance	4,595	3,002	101	74	203	38	108	307	35	312	41	190	\$9,006
Retirement	2,298	1,501	51	37	101	19	54	154	17	156	21	95	\$4,503
TOTAL ANNUAL EXPENSES	\$209,817	\$173,009	\$6,704	\$4,979	\$13,197	\$2,645	\$7,109	\$19,893	\$2,442	\$20,198	\$2,848	\$12,385	\$475,226
Fee per Space	\$ 2.50	\$ 2.50	\$ 1.50	\$ 1.50	\$ 1.50	\$ 1.50	\$ 1.50	\$ 1.50	\$ 1.50	\$ 1.50	\$ 1.50	\$ 1.50	
Monthly Management Fee	\$ 2,125	\$ 2,175	\$ 96	\$ 71	\$ 192	\$ 36	\$ 102	\$ 291	\$ 33	\$ 296	\$ 39	\$ 180	5,635
Annual Management Fee	\$ 25,500	\$ 26,100	\$ 1,152	\$ 846	\$ 2,304	\$ 432	\$ 1,224	\$ 3,492	\$ 396	\$ 3,546	\$ 468	\$ 2,160	\$ 67,620

TOTAL EXPENSES \$542,846

Note: Carl Walker cannot guarantee that the financial projections contained herein will be realized, as actual performance will be determined by many factors including: price and demand fluctuations in the market, development timetables and occupancies, managerial decisions made by the owner, and other political decisions made by local, state, and national government officials.

October 2009

APPENDIX F – SAMPLE PARKING MAINTENANCE AGREEMENT

PARKING MAINTENANCE AGREEMENT

THIS AGREEMENT, is made and entered into this _____ day of _____, 20____, but shall be effective as of _____, 20____, by and between **The City of Wichita, Kansas** whose place of business is _____, Wichita, KS _____ (hereinafter referred to as "Owner") and _____ (hereinafter referred to as "Maintenance Contractor"), whose address is _____.

The terms "Facility", "Facilities", and "System" refer to all of the parking locations in the Downtown Wichita Public Parking System noted below:

- **Note Facilities Included Here**

The System contains approximately X,XXX parking spaces. The System contains segregated spaces for (insert residential parkers/general access spaces for office parkers/retail parkers/government employees, etc.).

I. GENERAL SCOPE

Maintenance Contractor shall maintain the parking System solely in full compliance with all terms, provisions, and conditions of this Agreement. Maintenance Contractor recognizes the special interest of the System in rendering the highest possible quality of service to all patrons utilizing the System. Maintenance Contractor acknowledges, agrees, and covenants that the Owner or designated representative has full and complete authority in determining compliance and maintenance standards. At the Owner's sole discretion Maintenance Contractor shall enforce those standards to the fullest extent.

Maintenance Contractor shall develop and recommend to the Owner all necessary equipment, policies, procedures, scheduling, improvements, and maintenance methods to be used at each Facility. Such recommendations shall be submitted to the Owner in writing for approval prior to the commencement of the Maintenance Contractor's management of the System. The Owner shall have the sole right to approve all such recommendations and, by written notice to the Maintenance Contractor, make changes to the recommendations. The Owner shall also have the sole authority to alter any such previously approved recommendations at any time during the term of this Agreement by notifying the Maintenance Contractor in writing. Maintenance Contractor agrees to execute the Owner's directives in all matters related to the maintenance of the System including, but not limited to, maintenance procedures, space markings, employee uniforms, and Maintenance Contractor's personnel assigned to the System.

Maintenance Contractor shall maintain the System in a manner necessary, as determined by the Owner, to provide a high level of service to the public 24 hours per day, 365 days a year. Such support shall include any special programs designed to accommodate unusual parking demand.

The Maintenance Contractor shall do all things necessary, except those things expressly reserved to the Owner, to maintain the System in a proper, efficient, and economical manner, to provide a high level of customer service, and to promote the business of the System. The

Maintenance Contractor shall exercise a sufficient level of professional care to protect the assets of the Owner and reporting System maintenance needs.

II. MAINTENANCE CONTRACTOR RESPONSIBILITIES

Without limiting the generality of the foregoing, the Maintenance Contractor shall have the following responsibilities.

1. Governmental Compliance: Comply with applicable federal, state, and local statutes and ordinances pertaining to the maintenance of the System and, upon notice from the Owner, with any regulatory requirements imposed by other agencies with jurisdiction over the premises.
2. Licenses: Acquire and keep current all licenses required for the conduct of its business.
3. Service: Furnish proper, safe, efficient, and courteous service on an adequate, fair, equitable, and impartial basis to the Owner, and on-site System staff.
4. Staffing: Recruit, hire, promote, discharge, and supervise all personnel employed in the maintenance of the System. The Maintenance Contractor shall use reasonable care to employ and retain employees who are qualified, competent, and trustworthy. As a minimum, the Maintenance Contractor shall, prior to hiring an applicant, determine the compatibility of the applicant working in a maintenance environment, examine the applicant's conviction record to determine instances of prior criminal convictions which would disqualify the applicant for a position of public trust, and examine the applicant's driving record (if individual is driving from location to location).
5. Staffing Levels: Employ sufficient number of competent personnel for the proper maintenance of the System in conformity with standards determined by the Owner for maintaining a high level of service. Such staffing levels shall be recommended by the Maintenance Contractor and approved by the Owner, subject to revision by the Owner as it deems necessary.
6. Training and Performance: Be completely responsible for the training and performance of personnel employed by the Maintenance Contractor. Training shall be sufficient in scope to produce the high quality of service required. Maintenance Contractor shall control the conduct, demeanor, and performance of its employees to ensure efficient maintenance of the System on a fair, equal, and nondiscriminatory basis. The owner, at its sole discretion, shall have the right to request removal of any employee of the Maintenance Contractor, and the Maintenance Contractor agrees to comply with any such request. The Maintenance Contractor agrees that it will not abridge that right as the result of entering into any collective bargaining agreement.
7. Personnel Policies: Determine all labor and personnel policies and negotiate any collective bargaining agreements and any labor contracts resulting therefrom which relate, in whole or in part, to its parking employees. Wages for Maintenance Contractor's employees shall comply with all applicable federal, state, and local statutes.
8. Uniforms: Require that the maintenance employees, at all times while on duty in the System, or on Owner property in route to or from work, to wear the complete uniform as prescribed by the Maintenance Contractor and approved by the Owner. All

employees shall be required to present a neat and clean appearance that will reflect positively on the Owner. The Owner may elect to provide insignia for the uniforms of Maintenance Contractor's employees assigned to the Owner's maintenance.

9. Equal Employment Opportunity: Provide equal employment opportunity for all qualified individuals without regard to race, creed, color, sex, age, national origin, religion, political affiliation, or disability.
10. Worker's Compensation Insurance: The Maintenance Contractor shall provide Worker's Compensation Insurance and Unemployment Compensation Insurance for all employees of the Maintenance Contractor engaged in any work in connection with the System pursuant to regulations established by the State of Kansas and the U.S. Department of Labor. In addition, the Maintenance Contractor shall comply with all Federal Social Security requirements for all employees of the Maintenance Contractor engaged in any work in connection with the System.
11. Maintenance Manager: Select and appoint a Maintenance Manager (Manager) for the System who shall be in complete charge and whose responsibility for the Maintenance Contractor shall be the oversight of System maintenance. Such person shall be a qualified and experienced manager with parking maintenance management experience. He/She shall be vested with full power and authority with respect to the conduct of Maintenance Contractor's maintenances. The Manager shall be assigned to the System and available during normal business hours. After normal business hours, the Manager shall be accessible to System personnel and to the Owner by means of telephone, cellular phone, or some other electronic method which shall make the Manager accessible 24 hours a day, 7 days a week. In the event that the Manager is not available or accessible, the Maintenance Contractor shall provide the Owner and employees on duty in the parking facilities with an alternate mode of contact for another member of the Maintenance Contractor's management staff who is familiar with the System and Owner's parking maintenance, available 24 hours a day and authorized to make maintenance and personnel decisions in the absence of the Manager. The Manager shall respond to the System in case of any maintenance emergency, or if requested by on-site employees, or as directed by the Owner.
12. Timely Submission of Reports: Submit all required reports, forms, and documents to the Owner within the time frames established in this Agreement.
13. Cleanliness: Maintain the System and its equipment. Ensure the System and its equipment is clean, orderly, and in a state of good repair at all times. Provide recommendations to the Owner pertaining to the maintenance of the System, including significant maintenance issues (e.g., structural concerns and necessary capital expenditures).
14. Maintenance and Repair: Perform, or cause to be performed, all required repair and maintenance on all fixtures and equipment, with the exceptions listed herein, unless otherwise instructed by the Owner. The Maintenance Contractor may recommend arrangements for contracts with qualified vendors to cover these services subject to the approval of the Owner. The implementation of such service contracts shall not relieve the Maintenance Contractor from basic responsibility to ensure that equipment is kept in proper working order including minor troubleshooting and preventative maintenance which is within the technical capability of the Maintenance Contractor's on-site staff. Maintenance Contractor shall maintain a complete and permanent record of

equipment failures and service calls, and shall notify the Owner of any failure by a service vendor to provide an adequate level of service.

Owner shall be responsible for the maintenance and repair of all paved surfaces, striping and pavement marking, permanent barriers, roadway signage, lighting fixtures, utilities, and structural systems. Owner shall be responsible for repairs to the Parking Office not attributable to negligence or vandalism. The Owner's maintenance of the lighting fixtures shall include re-lamping.

Maintenance Contractor shall be responsible for maintaining customer areas, signage inside the Facilities, and the parking control equipment. Maintenance Contractor shall provide custodial maintenance of the customer areas and the Facilities (parking surfaces, stairwells, entry/exit lanes, etc.), including trash removal to containers designated for its use by the Owner.

15. Use of Owner Equipment: Ensure that Maintenance Contractor employees who use Owner equipment are properly trained in the use and safe maintenance of that equipment. Title to this equipment shall remain with the Owner. Maintenance Contractor may also use equipment purchased by the Maintenance Contractor on behalf of the Owner. Use of any equipment by Maintenance Contractor, either owned by Maintenance Contractor or by the Owner, shall be at Maintenance Contractor's sole risk and Maintenance Contractor shall protect and indemnify Owner against all liability for said use. Expendable supplies on hand at the System or provided to the Maintenance Contractor during the term of this Agreement shall be made available at no cost to the Maintenance Contractor.
16. Replacements: Replace all equipment, materials, and supplies worn out or expended in the maintenance of the System. For non-payroll expenses in excess of \$1,000, prior written approval of the Owner or designee is required. Maintenance Contractor shall replace all materials, equipment, and supplies stolen or vandalized. The cost of such replacement shall be a maintenance cost provided the replacement is not covered by any insurance policy. A police report shall be immediately filed in the event of theft of any item valued at \$100 or more.
17. Modification of System: Maintenance Contractor shall not modify or alter any equipment, area, space, or structural component of the System without written approval of the Owner.
18. Assignment of Management of System: Maintenance Contractor shall not assign, hypothecate, transfer, or encumber the management of the System to another person or entity.
19. Conduct of Other Business: Maintenance Contractor shall not conduct from or on the premises any business or any commercial maintenance not authorized by the Owner. This shall include, without limitation, installation of pay telephones, vending machines, or other commercial activities.
20. Smoking Prohibited: Maintenance Contractor shall prohibit smoking by employees in offices, booths, lobbies or other non-parking areas visited by the public.
21. General Compliance: Comply with written directives of the Owner or designee and with the other provisions and requirements set out elsewhere in this Agreement.

III. RECORDS AND REPORTING

1. Maintenance Contractor shall maintain a complete set of books and records, in a form and manner approved by the Owner, showing along with supporting data and documents as prescribed by the Owner. Such books and records shall be kept in such a manner as to make them easily reconcilable with the reports and forms to be submitted to the Owner by the Maintenance Contractor. The Owner shall have the right to examine the records, books, data, and documents kept by the Maintenance Contractor regarding the maintenance and maintenance of the System within 2 business days of a written request from the Owner.
2. The default organization method for all records shall be by facility and date order unless another organizational method is dictated by maintenance or administrative requirements.
3. Maintenance Contractor shall, as part of its records and reporting requirements, do the following.
 - a. Document daily progress and maintain a status log (example in APPENDIX A).
 - b. Provide follow-up supervision to insure that all items on the checklist have been properly addressed.
4. Deliver to the Owner, within ten days of the end of each calendar month, a System condition report that details all outstanding maintenance and repair items identified by the Maintenance Contractor or Owner. The report shall include the results of a thorough on-site inspection of the System by the Maintenance Contractor conducted within 15 days of the issue of the report.
5. Deliver to the Owner, by January 31 of each year, an Annual Report in a form approved by the Owner. The Owner may direct the Maintenance Contractor to change the format of the report at any time. A copy of the Annual Report shall be on site at the main parking office for a period of not less than three years. The Annual Report shall reflect the previous calendar year and shall contain as a minimum the following.
 - a. Record of employee training
 - b. Comments on the condition of the System and equipment
 - c. Proposals to address specific maintenance issues.

IV. MAINTENANCE EXPENSES

The Owner shall reimburse the Maintenance Contractor for approved maintenance expenses. Maintenance expenses shall refer to all direct costs incurred by the Maintenance Contractor, and approved by the Owner, in connection with the Maintenance Contractor's maintenance of the System. Approved maintenance expenses shall be reimbursed at Maintenance Contractor's cost without mark-up.

In general, maintenance expenses shall include all costs except for debt service, fire insurance premiums for the property and its improvements, property taxes, and capital projects. These non-maintenance expenses shall be the responsibility of the Owner.

Reimbursable maintenance expenses shall include, but shall not be limited to, the following.

1. Wages, salaries, and employer's Social Security contributions for all on-site personnel employed by the Maintenance Contractor and approved by the Owner.
2. Cost of Worker's Compensation insurance limited to the following percentages of individual wages and salaries by employee category:

Management 8.5 % Clerical 8.5 % Maintenance 8.5 % Valets 8.5 %

Should the statutory or regulatory base rate, or Maintenance Contractor's experience modifier, be increased during the term of this Agreement, the same percentage of increase shall be applied to the limits above by category. Worker's Compensation insurance premiums and costs are subject to any statutory or regulatory limitations on the amount of individual annual wages against which such premiums and costs are required.

3. Federal and State Unemployment taxes limited to the following percentages of individual wages and salaries by employee category:

Management 4.9 % Clerical 4.9 % Maintenance 4.9 % Valets 4.9 %

Should the statutory or regulatory base rate be increased during the term of this Agreement, the same percentage of increase shall be applied to the limits above by category. Unemployment insurance premiums and costs are subject to any statutory or regulatory limitations on the amount of individual annual wages against which such premiums and costs are required. Maintenance Contractor shall diligently control the application of those limits to each employee.

4. Health and Life Insurance premiums for full-time employees.
5. Mileage for one vehicle provided by Maintenance Contractor at the rate set from time to time by the U.S. Internal Revenue Service for deductible mileage expense. Mileage shall be paid only for those miles driven on-site in the performance of assigned responsibilities and off-site for business directly related to management of the System. Mileage to and from a personal residence is specifically excluded. Maintenance Contractor shall provide and certify mileage logs to substantiate mileage reimbursement.
6. Taxes, excluding property taxes, franchise taxes, or taxes owed by Maintenance Contractor as a result of its income from the maintenance of the System.
7. Utilities such as electric, telephone (including long distance), water, sewage, storm water, etc.
8. Any licensing fees, permit fees, and special government assessments for sewer, street lighting, etc., related directly the System or its maintenance.
9. Janitorial and other maintenance supplies.
10. Postage and shipping charges not related to Maintenance Contractor's internal administrative processes such as payroll distribution and other document transit between the site and Maintenance Contractor's administrative offices, wherever located.

11. Routine preventative maintenance, general maintenance, and repairs to the System including line striping, parking equipment, and other System equipment and fixtures. Work performed in excess of the dollar limits previously established in this Agreement shall require the prior approval of the Owner in order to qualify as a maintenance expense.
12. Management Fee.
13. Cost of maintenance equipment approved by the Owner, including equipment rental.
14. Other items approved by the Owner.

Specific Exclusions:

Maintenance Expenses shall not include the following.

1. Insurance that the Maintenance Contractor is required to provide under this Agreement including deductibles (other than provisions for Worker's Compensation and unemployment insurance set out and limited by this Article of the Agreement).
2. Any interest, penalties, or service fees charged to the Maintenance Contractor as the result of the Maintenance Contractor's failure to pay just debt in a timely fashion.
3. Any accounting, bookkeeping, or other administrative costs for work performed by personnel not assigned to and working at the System as approved in the annual budget.
4. Any legal costs related to personnel matters, including any collective bargaining activity or agreement unless specifically approved in advance by the Owner.
5. Furniture and office equipment, including administrative computers, for management use.
6. Maintenance change funds or petty cash funds.
7. Travel expenses for Maintenance Contractor's staff, whether assigned or not assigned to the System.

V. WAGES AND SALARIES

The Owner shall reserve the right to approve both a minimum hourly wage and a range of wages for hourly employees working at the System. The Manager's salary and any other salaries for personnel working at the System shall also be subject to approval by the Owner. This shall not preclude the Maintenance Contractor from compensating employees at a higher rate except that the Owner shall not be obligated to reimburse Maintenance Contractor for wage or salary rates which exceed the approved limits. Maintenance Contractor shall not submit wages or salaries for reimbursement which exceed the approved limits.

VI. CUSTODY OF SUPPLIES

The Owner shall provide adequate and suitable storage space for maintenance supplies. The Owner may elect to control the issue of supplies under reasonable procedures to ensure accountability and cost control.

VII. MANAGEMENT FEE

The Owner shall pay Maintenance Contractor for its maintenance of the System a Management Fee of \$____.____ per month based on an Initial System Capacity of _____ parking spaces established by count at the commencement of this Agreement. The Management Fee shall include the Maintenance Contractor's profit and overhead, supervisory and travel costs for staff not assigned to the site, liability insurance premiums and deductibles, and other costs identified in Sections VIII and XIII of this Agreement.

Maintenance Contractor agrees that the Owner can increase or decrease the size of its maintenance at its sole discretion.

VIII. DEDUCTIONS

Maintenance Contractor shall be subject to deductions if the Owner is required to pay any sum or sums or incurs any obligations or expenses because of the failure, neglect, or refusal of the Maintenance Contractor to perform or fulfill any of the requirements of this Agreement. Such deductions shall include all interest, costs (including legal fees), damages, and other fees in conjunction with such sums so paid or expenses so incurred and shall be subtracted from any amount due the Maintenance Contractor.

IX. PAYMENTS TO THE MAINTENANCE CONTRACTOR

The Maintenance Contractor shall submit to the Owner, by the 10th business day of each month, a statement of the amount due the Maintenance Contractor. The voucher shall be completed in a manner consistent with the instructions of the Owner. The amount due the Maintenance Contractor shall be the sum of all approved maintenance expenses plus the management fee minus any deductions. The Maintenance Contractor shall include documentation satisfactory to the Owner to support all maintenance expenses. The Owner shall process and pay the Maintenance Contractor's invoice within 30 days of receipt by the Owner provided all expenses are adequately documented. The Owner shall notify Maintenance Contractor promptly if any items are in dispute or not sufficiently documented and shall not delay payment of the undisputed portions of the invoice more than ten days as the result of such discrepancies.

The Maintenance Contractor shall include a report with its monthly invoice, in a format approved by the Owner, which presents the budgeted amounts and expenditures, by detailed categories established in the annual maintenance budget, for the current month and for each preceding month during the contract year. The report shall include year-to-date totals for both budgeted amounts and expenditures with variations, by budget item, computed in dollar amounts and percentages.

X. AUDITS

The Owner shall have the right to require, without cause, an audit of the parking facility maintenance at any time. The Owner shall give the Maintenance Contractor 10 business days notice prior to the audit so that the Maintenance Contractor may gather necessary information. Once the draft audit report has been completed, the Maintenance Contractor

will be given an opportunity to review the report for 10 business days prior to the issuance of the final audit report.

The cost of such audits shall be borne by the Owner except that Maintenance Contractor shall pay the cost of the audit if the audit reveals that reimbursed expenses are overstated by more than 5 percent by the Maintenance Contractor during the 12-month period examined in the audit.

XI. INSURANCE

The Owner, at its sole cost, will carry fire insurance for the System to the extent of the replacement cost of the System, which cost of replacement shall be adjusted from time-to-time.

The Maintenance Contractor shall carry the following insurance coverage, **at the Maintenance Contractor's sole expense**, for the duration of this Agreement and any extensions thereof.

1. General Liability Insurance - with a combined single limit for bodily injury and property damage liability of at least \$2,000,000 per occurrence. Such policy or policies must include Garage Keeper's Legal Liability Coverage. The limit of liability for the Garage Keeper's Legal Liability Coverage must be sufficient to insure the payment of any loss without prorating of that loss based on the maximum System capacity. A deductible may be applied to the collision peril of the Garage Keeper's Legal Liability Coverage but payment of the deductible or deductible under any other policy required must be the sole responsibility of the Maintenance Contractor unless approved by the Owner.
2. Umbrella liability insurance - to supplement other required insurance with an annual aggregate of \$5,000,000.
3. Automobile liability insurance - to supplement other required insurance with an annual aggregate of \$1,000,000.
4. Employer's Liability Insurance - against employee claims and legal actions of not less than \$250,000.
5. Additional Insurance – as may be reasonably requested by Owner.

Deductible amounts under policies carried by the Maintenance Contractor shall not be considered a maintenance expense and are not subject to reimbursement by the Owner. The amount of deductibles, including any self-insurance arrangements, shall be disclosed to the Owner prior to the execution of the Agreement and are subject to approval.

The policies purchased by the Maintenance Contractor shall name the City of Wichita and their city council, city manager, officers, managers, and staff as additional named insured. Copies of all insurance policies, declaration statements, and certificates of insurance shall be available to the Owner for review at any time. The policy or policies of insurance shall contain a provision prohibiting the insurer from canceling the policy or policies of insurance without notifying the Owner, in writing, at least 30 days prior to cancellation. The Maintenance Contractor shall provide a valid certificate of insurance evidencing the coverages and amounts required in this section to the Owner prior to the start of the agreement, and provide

updated certificates of insurance during the agreement term as needed to prove sufficient insurance coverage is in effect.

Owner shall assume no responsibility or liability for any loss or theft of any vehicle or any part thereof, or for any article left therein, or for any damage, including personal injury, which may be caused thereto by fire, trespassers, collision, thrown objects, etc. Owner shall assume no responsibility for any acts, error or omissions of Maintenance Contractor or any agent, representative, or any other person acting or purporting to act for or on behalf of Maintenance Contractor. Maintenance Contractor shall indemnify, protect, and hold harmless the Owner, its employees, representatives, successors, and assigns from and against all losses, damages, injuries, claims, demands, and expenses, including legal expenses, which might be caused by, or in any way connected with, or arising out of Maintenance Contractor's maintenance of the System, except those which arise from the sole negligence or intentional misconduct of the Owner or its employees, representatives, successor or assigns. Maintenance Contractor shall assume the settlement of, and the defense of any suit or suits or other legal proceedings brought to enforce all such losses, damages, injuries, claims, demands and expenses and shall pay all judgments entered in any such suit or suits or other legal proceedings. The liability of Maintenance Contractor under the foregoing indemnity shall extend to and include any testing, response and remediation costs incurred by Owner in connection with the proven release, discharge or generation of Hazardous Materials on, within or in the vicinity of, the property by the Maintenance Contractor or Maintenance Contractor's personnel in violation of any Federal, state or local environmental laws.

Without limitation of the foregoing, Maintenance Contractor agrees to protect, defend, indemnify and hold the Owner harmless from any and all liability, loss, damage, or expenses arising from any employment relationship between Maintenance Contractor and its employees, including claims under any statute including but not limited to the worker's compensation laws, unemployment compensation laws, the Equal Employment Opportunity Act, the Fair Labor Standards Act, the Family and Medical Leave Act, the Americans With Disabilities Act, any collective bargaining agreement and any state or Federal statutes or regulations pertaining to union activities or collective bargaining. The indemnities and assumptions of liabilities and obligations herein provided for shall continue in full force and effect notwithstanding the termination of this agreement, whether by expiration of time, by maintenance of law, or otherwise.

Owner shall indemnify, protect, and hold harmless the Maintenance Contractor, its employees, representatives, successors, and assigns from and against all losses, damages, injuries, claims, demands, and expenses, including legal expenses, which might be caused by, or in any way connected with, or arising out of Owner's sole negligence or intentional misconduct of the Owner or its employees, representatives, successor or assigns. Owner shall assume the settlement of, and the defense of any suit or suits or other legal proceedings brought to enforce all such losses, damages, injuries, claims, demands and expenses and shall pay all judgments entered in any such suit or suits or other legal proceedings.

XII. TERM OF THE AGREEMENT

The term of this Agreement shall be for a period of **three** years commencing no later than _____, 2010 and ending _____, 2013. At the end of the initial term, the

Owner shall have the option to renew this Agreement, under the same terms and conditions, for an additional period of **two** years by giving the Maintenance Contractor not less than 60 days notice. The Owner may renew the Agreement for an additional two, two-year periods with the consent of the Maintenance Contractor. Should Maintenance Contractor agree to any such extensions, Maintenance Contractor agrees to accept the extension upon the terms set out in this Agreement regardless of whether the Owner has given the required 60-day notice.

In the event that the Owner exercises its option to renew the Agreement, the Base Management Fee shall be increased by a percentage equal to the percent increase in the national Consumer Price Index (CPI) on the date of commencement of the renewal period as compared to the date at which the existing Agreement period and Base Management Fee took effect, unless otherwise agreed by both parties.

XIII. TERMINATION

During the term of this Agreement, the Owner shall have the right to immediately terminate the Agreement upon occurrence of any of the following events.

1. Maintenance Contractor violates any provision of this Agreement and fails to cure the violation within 30 days following written notice to the Maintenance Contractor specifying the nature of the violation.
2. Maintenance Contractor violates, as determined by the Owner, the Agreement four times or more. Maintenance Contractor shall receive a written notice of each violation.
3. Maintenance Contractor places on the System or any part thereof or interest therein any lien or encumbrances or Maintenance Contractor shall suffer any material men's or mechanic's lien to be filed against the System, or any such lien or encumbrance shall not have been removed or discharged within 30 days written demand by Owner to do so, unless, in the case of a material men's or mechanic's lien, Maintenance Contractor is in good faith contesting the validity or the amount of such lien.
4. The dissolution or liquidation of the Maintenance Contractor, institution of insolvency proceedings against it, or the filing by Maintenance Contractor to be adjudicated, bankrupt, insolvent; or on consent by Maintenance Contractor to the institution of bankruptcy or insolvency proceedings against it; or the filing by Maintenance Contractor of a petition or answer or consent seeking reorganization or relief under the Federal Bankruptcy Act or any other applicable Federal or state law; or the consent by the filing by Maintenance Contractor to the filing by any such petition or to the appointment of a receiver, liquidator, trustee or other similar official of the Maintenance Contractor or of any substantial part of its assets; or the making by it of an assignment for the benefit of creditors; or the admission by Maintenance Contractor in writing of its inability to pay its debts generally as they become due; or the failure of Maintenance Contractor to lift promptly any execution and obligations under this Agreement. The term "dissolve or liquidated" as used in this section shall not include cessation of corporate existence of Maintenance Contractor resulting from merger or consolidation of Maintenance Contractor into or with another corporation or a dissolution or

liquidation of Maintenance Contractor following a transfer of all of its assets as permitted hereunder.

5. Maintenance Contractor shall cease to maintain the System as provided in this agreement.
6. Owner desires to develop or sell the System or a Facility.
7. System capacity (parking spaces) is reduced by more than 50 percent due to fire, explosion, damage, property sales, etc.

After the initial year of the Agreement, either party shall have the right to terminate this Agreement for any reason upon prior written notice to the other party. Such notice shall be delivered personally or by certified mail no later than 30 days prior to the date the party desires to terminate this Agreement. Upon such termination, the parties shall make a final accounting of System revenue, maintenance expenses, inventory, and deductions as of the date of termination. Maintenance Contractor shall surrender all records, data, documents, and property belonging to the Owner. Maintenance Contractor may retain copies of records, data, and documents as required by law.

In the event of termination, each party shall expressly reserve and retain all rights and remedies to which it may be lawfully entitled, but there shall be no further rights or liabilities accruing to the parties pursuant to this Agreement except as specifically set forth hereinabove.

At the termination of Maintenance Contractor's service for any reason, including expiration, Maintenance Contractor and all persons holding or claiming under Maintenance Contractor shall surrender possession of the System to the Owner, maintained as provided for in this Agreement, damage by fire or other casualty excepted, and free of any and all claims thereto by Maintenance Contractor or any party holding under Maintenance Contractor. Upon such termination, Maintenance Contractor shall have the right to remove from the System all personal property, tools, machinery, and trade fixtures and equipment owned by the Maintenance Contractor at its own expense, irrespective of how any such property may be attached to the premises; provided, however, that Maintenance Contractor shall repair any damage to the System caused by the removal of such property. If the System is not surrendered as provided above, Maintenance Contractor shall pay to Owner all amounts of damage suffered by the removal of such property which amount may be deducted from the final payment to Maintenance Contractor at the discretion of the Owner.

XIV. FORCE MAJEURE

The Maintenance Contractor shall not be charged with default nor shall the Owner be held liable because of delays in the performance of the service or payments due as a result of any of the following.

1. Acts of the Federal government, including controls or restrictions upon the use of or the obtaining of materials, equipment, tools, or labor essential to maintenance of the System, by reason of war, national defense, or any other national emergency.

2. Acts of the Owner or third parties, including but not limited to changes in the method of performing the work or scope of work covered by the Agreement, upon order of the Owner.
3. Causes not reasonably foreseeable by the parties to this Agreement at the time of the execution of the Agreement that are beyond the control of, and through no fault or negligence of, the Maintenance Contractor or the Owner. This shall include, but not be limited to, acts of God or the public enemy, freight embargoes, court actions, floods, epidemics, quarantine, and strikes; weather of unusual severity such as hurricanes, tornadoes, and cyclones; nuclear radiation or radioactive contamination; acts of terrorism; and other factors of unusual severity which directly affect or prohibit the work under the Agreement.

XV. INDEPENDENT CONTRACTOR STATUS

It is agreed by both parties that Maintenance Contractor shall perform under this Agreement as an independent contractor and nothing in this Agreement shall be construed as creating any other relationship between the parties hereto including, but not limited to, a partnership, an agency relationship or a joint venture. Neither Maintenance Contractor nor Maintenance Contractor's employees shall, for any purpose, be deemed to be employees or agents of the Owner.

Maintenance Contractor shall have full authority to hire, promote discipline, and discharge its personnel.

No Maintenance Contractor's employee shall be entitled, as a result of this Agreement, to any of the benefits under any benefit plan which the Owner presently has in effect or may have in the future. The Owner shall be obligated to pay only those costs and benefits associated with payrolls which are specifically set out in this Agreement and under the terms described herein.

XVI. LIEN CLAIMS

So long as the Owner has paid all amounts due hereunder, Maintenance Contractor shall not create or permit to remain any liens, encumbrances, or other like charge on account of Maintenance Contractor's work or work performed by others on behalf of Maintenance Contractor and shall, within ten days of written notice from Owner, cause any such liens or encumbrances to be removed of record or bonded off.

XVII. ASSIGNMENT

This Agreement, any portion of the work or any monies due hereunder, shall not be assignable by Maintenance Contractor without the written consent of the Owner.

The Owner shall have the right to assign its rights and delegate its duties hereunder to any party who or which succeeds to the Owner's interest in the System. The Owner shall be released of any and all liability hereunder from and after the date that such successor assumes in writing the obligations of the Owner hereunder.

XVIII. SUBORDINATION

This Agreement is subject and subordinate to all mortgages and/or deeds of trust that are in existence now or that may come into existence after the date of this Agreement that may affect the fee simple interest of the Owner, its successors, or assigns in the System (provided, however, that as long as the Maintenance Contractor is not in default under this Agreement, Owner's secured lenders shall recognize and not disturb Maintenance Contractor in the quiet use and maintenance of the System).

XIX. SUCCESSORS

Subject to the other terms hereof, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective personal representatives, successors and assigns.

XX. GOVERNED BY THE LAWS OF THE STATE OF KANSAS

The terms of this Agreement shall be governed by and interpreted according to the laws of the State of Kansas.

XXI. WAIVER OF TERMS

The Owner shall have the right to waive any term, provision, or condition of this agreement protecting the Owner if, in the opinion of the Owner, such waiver is in the best interest of the Owner. The waiver of any term, provision, or condition of this Agreement, or the breach thereof, shall not be deemed to be a waiver of any other term, provision, or condition. Neither the failure of either party to exercise any right given such party hereunder nor to insist upon strict compliance by the other party with its obligations hereunder, nor any custom or practice of the parties at variance with the terms hereof shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

XXII. AMENDMENTS

The Agreement shall not be altered, changed, or amended except by written instrument agreed to and signed by the Maintenance Contractor and the Owner.

XXIII. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties hereto with respect to the System and work to be performed. No representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein or incorporated herein by reference shall be of any force or effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract as of the dates shown below.

City of Wichita, Kansas

WITNESS: _____ By: _____

Title: _____

Date: _____

(Name of Maintenance Contractor)

By: _____

Title: _____

Date: _____

SECRETARY'S CERTIFICATE

I, _____, certify that I am the Secretary of the Corporation named as Contractor herein; that _____, who signed this Contract on behalf of the Contractor, was then _____ of said Corporation; that said Contract was duly signed in accordance with its Schedule of Authorizations, which Schedule was approved by its Board of Directors, and is within the scope of its corporate powers.

Secretary's Signature

(Corporate Seal)

Maintenance Checklist
INSERT GARAGE NAME

Week Of: (month) _____ (Day) _____ (Year) _____

	Week 1							Week 2							Week 3							Week 4						
	Sun.	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.	Sun.	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.	Sun.	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.	Sun.	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.
Elevator																												
Clean Tracks	D																											
Vacuum/Sweep Cabs	D																											
Wipe Down Cab Walls	D																											
Vacuum/ Sweep Elevator Lobbies	D																											
Clean & empty trash & ash receptacles	D																											
Clean light fixtures	W																											
Facility Interior																												
Sweep stairwells	D																											
Wipe Handrails in Stairwells	W																											
Treat Oil Stains	W																											
Remove Cobwebs	D																											
Wipe down doors	D																											
Wipe down fixtures	D																											
Mop entrance island	W																											
Clean & empty trash & ash receptacles	D																											
Mechanically sweep deck	Q																											
Clean light fixtures	W																											
Powerwash deck	A																											
Wipe down all parking equipment	D																											
Vacuum inside of parking equipment	Q																											
Check and clean signs	W																											
Check light fixtures	D																											
Adjust and replace foam on gates	D																											
Clean card readers	W																											

Each item MUST be initiated AFTER completion.

Key:

D	DAILY
W	WEEKLY
B	BIWEEKLY
Q	QUARTERLY
A	ANNUALLY

Notes:

Spaces Treated for Oil Stains: _____

Light fixtures that need replacing: _____

General Description of Services to Be Provided

C. Definition of Routine Cleaning Services in Parking Facilities

- Pick up trash, branches, large debris, weeds, broken glass, cans and concentrated accumulations of sand, grit, leaves, mulch, and debris
- Cleaning shall occur for the entire parking System from the edges of the property and shall include all parking stalls, bays, and driving aisles
- At a minimum, a System should be cleaned based on the schedule provided in Appendix A. Some areas may require cleaning more frequently based on special events or by virtue of the lot utilization and trash accumulation. Accumulation of debris at curbs, behind wheel stops, and in corners is not acceptable.
- Clean debris and accumulated silt from around and within drains to maintain proper drain function and appearance.
- If service is delayed or interrupted for any reason, the Maintenance Manager will notify the City's Parking Manager.
- Facilities are to be cleaned (swept) on a periodic basis to remove sand, grit, and silt from impervious surface lots.
- Pervious lots will be vacuumed twice yearly.
- Sidewalks and other non-parking hard-surface areas in the landscape will be kept clean of litter, organic debris, weeds and other obstructions.
- Wipe down all access control equipment and signage.
- Report signage damage or vandalism.

D. Definition of Seasonal Cleaning Services

- Weed parking lot cracks and curb areas. This includes all gravel parking lot(s).
- Remove all fallen leaves from parking lot surfaces and adjacent walks, steps, and other managed areas.
- Remove overhanging tree limbs, vines, and other vegetation that impedes or creates a hazard for parking spaces or travel lanes within the lot.
- Snow Removal
- De-icing / Salt or Sand Application

Estimated Parking Maintenance Costs (Per Locations Noted in 2005 Agreement)

Maintenance Only Costs

	City Hall Garage	State Office Building Parking Facilities	Surface Lot #3	Surface Lot #4	Surface Lot #5	Surface Lot #6	Surface Lot #7	Surface Lot #8	Surface Lot #9	Surface Lot #10	Surface Lot #11	Surface Lot #12	Total
Spaces:	850	870	64	47	128	24	68	194	22	197	26	120	2,610
Liability Insurance	10,200	10,440	768	564	1,536	288	816	2,328	264	2,364	312	1,440	\$31,320
Telephone	150	150	150	150	150	150	150	150	150	150	150	150	\$1,800
Repair & Maintenance	21,250	21,750	640	470	1,280	240	680	1,940	220	1,970	260	1,200	\$51,900
Uniforms	391	400	29	22	59	11	31	89	10	91	12	55	\$1,200
Supplies & Postage	850	870	64	47	128	24	68	194	22	197	26	120	\$2,610
Sweeping	1,700	1,740	128	94	256	48	136	388	44	394	52	240	\$5,220
Snow Removal	4,250	4,350	640	470	1,280	240	680	1,940	220	1,970	260	1,200	\$17,500
License	0	0	0	0	0	0	0	0	0	0	0	0	
Payroll	29,094	29,779	2,191	1,609	4,381	821	2,328	6,640	753	6,743	890	4,107	\$89,336
Payroll Taxes	2,764	2,829	208	153	416	78	221	631	72	641	85	390	\$8,487
Workers Comp	1,309	1,340	99	72	197	37	105	299	34	303	40	185	\$4,020
Group Insurance	1,455	1,489	110	80	219	41	116	332	38	337	44	205	\$4,467
Retirement	727	744	55	40	110	21	58	166	19	169	22	103	\$2,233
TOTAL ANNUAL EXPENSES	74,140	75,881	5,081	3,771	10,012	1,999	5,389	15,097	1,845	15,328	2,153	9,396	\$220,093
Fee per Space	\$ 1.00	\$ 1.00	\$1.00	\$1.00	\$ 1.00	\$1.00	\$ 1.00	\$ 1.00	\$1.00	\$ 1.00	\$1.00	\$ 1.00	
Monthly Management Fee	\$ 850	\$ 870	\$ 64	\$ 47	\$ 128	\$ 24	\$ 68	\$ 194	\$ 22	\$ 197	\$ 26	\$ 120	2,610
Annual Management Fee	\$10,200	\$10,440	\$ 768	\$ 564	\$1,536	\$ 288	\$ 816	\$2,328	\$ 264	\$2,364	\$ 312	\$1,440	\$ 31,320

TOTAL EXPENSES \$251,413

Note: *Carl Walker* cannot guarantee that the financial projections contained herein will be realized, as actual performance will be determined by many factors including: price and demand fluctuations in the market, development timetables and occupancies, managerial decisions made by the owner, and other political decisions made by local, state, and national government officials.

October 2009

APPENDIX G – SAMPLE PRIVATE PARKING LEASE AGREEMENT

LEASE AGREEMENT

This Lease Agreement (hereinafter referred to as the "Lease") is made and entered into this ____ day of _____, _____, by and between (Property Owner's Name), a (single owner, partnership, limited liability company, corporation, etc.) (hereinafter referred to as "Landlord"), and the City of Wichita (hereinafter referred to as "Tenant").

WITNESSETH:

1. DESCRIPTION:

Landlord hereby leases to Tenant for use as a parking facility on that portion of a tract of real estate improved with a (structured parking facility or surface parking area) known as the (insert identifying name) parking facility and located between _____ and _____ and between _____ and _____ in the City of Wichita, State of Kansas, more fully described in Exhibit A - Legal Description attached hereto, together with all improvements thereon and appurtenances thereto, hereinafter referred to as the "Premises".

2. QUIET POSSESSION:

Landlord covenants that it has fee simple title to the Premises, and Landlord covenants and agrees with Tenant that so long as Tenant keeps and performs all the covenants and conditions to be kept and performed by Tenant, Tenant shall have quiet, undisturbed possession of the Premises on designated event days, free from all claims of any kind, nature or description. The Premises will be controlled by the Tenant (and/or the Tenant's designated parking operator) from four hours before the start of each designated event to two hours after the end of each designated event. Landlord states that the Premises currently contains ____ parking spaces.

3. TERM:

This Lease shall commence on _____, 2010 and continue for a period of ____ (months/years) through _____, 20__, unless earlier terminated as provided herein.

In the event this Lease is terminated for any reason prior to _____, 20__, Landlord shall pay to Tenant the unamortized portion of any capital improvements approved by Landlord and made by Tenant to the Premises. **(ONLY INCLUDE SECTION BELOW IF CAPITAL IMPROVEMENTS ARE MADE)** --- A list of the initial improvements that have been approved by Landlord and an amortization schedule for such improvements, are attached hereto as Exhibits B, respectively, and incorporated herein by reference. **(ONLY INCLUDE SECTION ABOVE IF CAPITAL IMPROVEMENTS ARE MADE)**

(ONLY INCLUDE THE FOLLOWING SECTION IF OWNER IS CONCERNED THEY MAY WANT TO DEVELOP PROPERTY DURING LEASE TERM)

If, at any time during the first ____ years of this Lease, Landlord intends to redevelop or modify the Premises in any way, Landlord may terminate this Lease on 90 days written notice to Tenant. The foregoing notwithstanding, at any time after the first three years of this Lease, including any renewal periods, Landlord, in its sole discretion and for any reason or no reason at all, may terminate this Lease on 90 days written notice to Tenant. In the case of any such early termination, the term of this Lease shall terminate as of the end of the ninetieth (90th) day following the giving of such notice by Landlord to Tenant, and Tenant shall vacate the Premises as of the date of such early termination as if the term of the Lease had expired.

(ONLY INCLUDE SECTION ABOVE IF OWNER IS CONCERNED THEY MAY WANT TO DEVELOP PROPERTY DURING LEASE TERM)

4. RENTAL:

The Tenant shall pay Landlord within fifteen days after the expiration of each month an amount equal to the number of events the Premises was utilized during the prior month, in part or in whole, multiplied by forty percent (40%) of the per vehicle charge for each event multiplied by the total number of spaces stated in Section 2 or the total number of spaces agreed to in writing by the Landlord and Tenant. The Tenant has sole authority to determine the event parking fees/rates.

(EXAMPLE ONLY—INSERT APPROPRIATE FEES, PERCENTAGE, SPACES IN TABLE)

<i>Per Vehicle Charge</i>	<i>Landlord's Percentage</i>	<i>Landlord's per Vehicle Rent</i>	<i>Total Number of Parking Spaces</i>	<i>Landlord's Total Rent per Event</i>
\$ 1.00	40%	\$ 0.40	100	\$ 40.00
\$ 2.00	40%	\$ 0.80	100	\$ 80.00
\$ 3.00	40%	\$ 1.20	100	\$ 120.00
\$ 4.00	40%	\$ 1.60	100	\$ 160.00
\$ 5.00	40%	\$ 2.00	100	\$ 200.00
\$ 6.00	40%	\$ 2.40	100	\$ 240.00
\$ 7.00	40%	\$ 2.80	100	\$ 280.00
\$ 8.00	40%	\$ 3.20	100	\$ 320.00
\$ 9.00	40%	\$ 3.60	100	\$ 360.00
\$ 10.00	40%	\$ 4.00	100	\$ 400.00

Tenant shall provide Landlord with a minimum of ___days written or electronic notice prior to a designated event date of its desire to utilize the Premises. Tenant is not obligated to utilize Premise for every designated event. For each designated event, Landlord shall provide a written or electronic denial for the utilization of the Premises if the Premises are not available. Landlord shall provide denial in writing within 5 business days from the delivery of Tenant’s authorization request. If use of the Premises is denied, the Landlord will close or control the lot to ensure it is not used during the event. If written denial is not received within 5 business days of Tenant’s authorization request it will be accepted that Tenant is authorized to utilize the Premises.

A request by the Tenant per this agreement to utilize the Premises that is not denied by the Landlord does not obligate the Tenant to utilize the Premises for a specific event. If the Premises are not utilized by the Tenant for any event parking, in part or in whole, there shall be no rental fee due to the Landlord for that event. In the event the Premises are not utilized for event parking as requested by the Tenant, the Tenant shall be responsible for closing the Premises to event parking.

“Lease Year” shall mean (i) the twelve (12) month period commencing on the first day of the month immediately succeeding the month in which the Commencement Date occurs, unless the Commencement Date occurs on the first day of the month, in which event such twelve (12) month period shall commence on the Commencement Date, and (ii) each twelve (12) month period commencing on each anniversary date of such first day of the month during the Term. The first “Lease Year” of this Lease shall, if the Commencement Date shall not occur on the first day of the month, in addition to the aforesaid twelve (12) month period, also include the period from the Commencement

Date until the first day of the month immediately succeeding the month in which the Commencement Date occurs.

5. RENEWAL OPTION:

Provided Tenant is not in default of this Lease, Tenant may elect to renew this Lease for an additional fixed term of ____ months by providing written notice to Landlord of Tenant's intent to renew not less than ____ days prior to the expiration of this Lease.

Should Tenant elect to renew this lease in accordance with the terms of this Section 5, then this Lease shall continue in full force and effect, for an additional period of ____ months, under the same terms and conditions.

6. MAINTENANCE AND REPAIR:

On event days Tenant shall bear the cost of and responsibility for the following routine maintenance items: set-up, teardown, and maintenance of event-specific signs and general parking lot cleaning after each designated event. Landlord shall be responsible for snow and ice removal and pothole repairs.

Tenant shall notify Landlord in writing of any spaces deemed inaccessible or unusable due to snow and/or ice, sinkholes or potholes within ____ business day of discovery. Tenant shall mark off and not utilize the space(s). Tenant shall subtract the total number of inaccessible or unusable spaces from the total number of spaces provided in Section 2. Until such time that the space(s) are accessible or usable this new number of spaces shall be utilized in the rental calculation in Section 4.

Tenant shall surrender the Premises at the termination of this Lease in good condition, ordinary wear and tear and casualty damage excepted.

Tenant shall have no obligation to Landlord with respect to the condition, maintenance, or repair of any of the sidewalks which may be adjacent to or adjoin the Premises except as and to the extent damaged by Tenant or its employees in its use of the Premises.

The Premises shall be leased to Tenant in "as is, where is" condition, with no representations or warranties from Landlord other than those specifically included in this Lease, and Landlord shall have no obligation to repair the Premises, or any part thereof during the term of this Lease, including, without limitation, any repair of the parking garage/lot.

7. ALTERATIONS AND IMPROVEMENTS:

Tenant may, with prior written consent of Landlord, which shall not be unreasonably withheld, make alterations and improvements, including the installation of appropriate signage and revenue collection fixtures and/or equipment, at Tenant's expense, to the Premises as may be required for the purpose of Tenant's business; provided, however, that Landlord, upon the expiration of this Lease, may require Tenant to remove such equipment or improvements and restore the Premises as nearly as possible to its condition at the beginning of the Lease, ordinary wear and tear and other casualty excepted, by giving written notice to Tenant not later than the expiration of this Lease or any extension thereof.

8. USE OF PREMISES:

The Premises shall be used by Tenant for the purpose of operating a parking facility for use by the general public; and for no other purpose whatsoever.

The Premises shall not be used for any illegal purpose, nor in any manner to create any nuisance or trespass.

9. INSURANCE:

Prior to commencement, and during the term of this Lease, Tenant agrees to maintain the following types of insurance with limits not less than those set forth below and to have Landlord included as additional insured with respect to Tenant's operation of the Premises:

Commercial General Liability	\$1,000,000 combined single limit each occurrence for bodily injury and property damage.
Umbrella Excess Coverage	\$2,000,000
Garagekeeper's Legal Liability	\$2,000,000 combined single limit each occurrence
Crime: Policy Limits:	\$10,000 commercial blanket \$10,000 broad form money inside \$10,000 broad form money outside
Workers' Compensation:	Coverage A – Statutory Coverage B - \$100,000

Within ten (10) days after execution of the Lease by Tenant and not later than thirty (30) days before the expiration of any such insurance policy, Tenant shall deliver to Landlord certificates of insurance for each of the above listed policies naming Landlord as an additional insured.

10. WAIVER OF SUBROGATION:

Landlord shall not be liable to Tenant for any damage by fire or other casualty includable in the coverage afforded by a standard fire and extended coverage insurance policy, (whether or not such coverage is in effect), no matter how caused, it being understood that the Tenant will look solely to its insurer for reimbursement. Tenant shall not be liable to Landlord for any damage by fire or other casualty includable in the coverage afforded by a standard fire and extended coverage insurance policy (whether or not such coverage is in effect), no matter how caused, it being understood that Landlord will look solely to its insurer for reimbursement. Any waiver of either party's rights against the other contained in this Section shall be ineffective if such waiver shall be unobtainable, or result in an increase in the cost of either party's insurance, unless the other party shall pay such increase within ten (10) days after notice thereof.

11. SECURITY:

Landlord's obligations under this Lease do not include the rendition of service, supervision or furnishing of personnel in connection with the personal safety and security of any persons within or about the Premises.

Tenant's obligations under this Lease do not include the rendition of service, supervision or furnishing of personnel in connection with the personal safety and security of any persons within or about the Premises, and Tenant agrees to maintain insurance, in accordance with Section 9 of this lease, covering such issues for the business it is conducting at the Premises.

12. ASSIGNMENT AND SUBLETTING:

Tenant shall not assign this Lease in whole or in part, nor shall Tenant sublet all or any part of the Premises, without the prior written consent of the Landlord, which consent may be granted or withheld. Should Landlord grant its consent to an assignment or sublease, no such assignment or sublease shall relieve Tenant from any obligations arising under this Lease, including, without limitation, the payment of rent and additional rent, and any indemnification obligations set forth in this Lease. Notwithstanding the foregoing, Tenant may assign this Lease without Landlord's consent if such assignment is made in connection with Tenant's sale of all or substantially all of its parking facility operations in Wichita, Kansas.

Landlord shall have the right to sell, transfer or assign, in whole or in part, its rights and obligations under this Lease and in the Premises. Any such sale, transfer or assignment shall operate to release Landlord from any and all liabilities under this Lease arising after the date of such sale, assignment or transfer.

Tenant accepts this Lease subject and subordinate to any recorded lease, mortgage, deed to secure debt or deed of trust lien presently existing, if any, or hereafter encumbering the Premises and any renewals, modifications, extensions or replacements thereof and to all existing ordinances and recorded restrictions, covenants, easements, and agreements with respect to the Premises. Landlord hereby is irrevocably vested with full power and authority to subordinate Tenant's interest under this Lease to any mortgage, deed to secure debt or deed of trust lien hereafter placed on the Premises, and Tenant agrees upon demand to execute additional instruments subordinating this Lease as Landlord may require. Upon any foreclosure, or any other transfer of Landlord's interest in the Premises, whether or not in connection with a mortgage, Tenant hereby does, and hereafter agrees to attorn to the purchaser at such foreclosure sale or to the grantee under any deed in lieu of foreclosure or to any other transferee of Landlord's interest, and shall recognize such purchaser, grantee, or other transferee as Landlord under this Lease, and no further attornment or other agreement shall be required to effect or evidence Tenant's attornment to and recognition of such purchaser or grantee as Landlord hereunder provided that such assignee, mortgagee or purchaser agrees not to disturb Tenant's possession so long as Tenant is not in default under the terms of this Lease. Landlord shall use commercially reasonable efforts to procure a Non-disturbance Agreement from Landlord's lender on such lender's standard form, pursuant to which such lender agrees that so long as Tenant is not in default under the Lease beyond any applicable notice and cure period, lender shall not disturb Tenant's use of the Premises if lender forecloses upon or otherwise takes possession of the Premises. Such agreement of Tenant to attorn shall survive any such foreclosure sale, trustee's sale, conveyance in lieu thereof, or any other transfer of Landlord's interest in the Premises. Tenant, upon demand, at any time, before or after any such foreclosure sale, trustee's sale, conveyance in lieu thereof, or other transfer shall execute, acknowledge and deliver to the mortgagee any written instruments and certificates evidencing such attornment as the mortgagee or other prospective transferee may reasonably require. Notwithstanding anything to the contrary implied in this Section, any mortgagee under any mortgage shall have the right at any time to subordinate any such mortgage to this Lease on such terms and subject to such conditions as the mortgagee in its discretion may consider appropriate.

13. DEFAULT:

In the event Tenant fails to pay any percentage rent when due and such failure is not cured within ten (10) business days after receipt of written notice of such failure by Landlord to Tenant (provided, however, that Landlord shall only be obligated to give such written notice of failure to pay to Tenant twice in any one twelve (12) month period hereunder) or in the event of a material default in the performance by Tenant of any other condition herein contained, and such default is not cured within thirty (30) days after receipt of written notice of such default by Landlord to Tenant, or such additional

time as is reasonably necessary to cure the default, then, in any such case, Landlord may: (1) serve written notice upon Tenant that Landlord elects to terminate this Lease upon a specified date not less than thirty (30) days after such written notice and this Lease shall then terminate on that date so specified, and Landlord shall have the right to re-enter, repossess, or re-rent the premises upon such date; (2) cure the default and invoice Tenant for all costs incurred by Landlord to cure the default, in which case this Lease shall continue in full force and effect if Tenant pays the costs of cure within 15 days following receipt of the invoice from Landlord; or (3) Landlord may accelerate and sue for the entire balance of the unpaid rent for the remainder of the Term, whereupon, Tenant shall immediately become liable for and pay on demand to Landlord all Base Rent and other charges payable for the period that, but for such termination, would have constituted the remainder of the Term in addition to all past due Base Rent and other charges unpaid by Tenant.

If Landlord shall at any time fail to perform any of the covenants, conditions, or provisions of this Lease, and such default is not removed within thirty (30) days after receipt of written notice thereof from Tenant or such additional time as is reasonably necessary to cure the default, then, in any such case, Tenant may: (1) serve written notice upon Landlord that Tenant elects to terminate this Lease upon a specified date, not less than thirty (30) days after such written notice, and this Lease shall then terminate on the date so specified or (2) cure the default and setoff the cost of cure against Tenant's next payment(s) of rent in which case this Lease shall continue in full force and effect. No default shall be deemed waived unless such waiver is in writing.

14. INDEMNITY:

Tenant shall defend, indemnify and hold Landlord harmless from and against any and all actions, costs, claims, losses, expenses and/or damages sustained by Landlord attributable to the use of the Premises by Tenant or any of its agents, servants, or employees from any cause, including, without limitation by specification, property damage and/or injury or death to any person or persons, except to the extent arising from the negligence or willful misconduct of Landlord. The provisions of this Section 13 shall survive the expiration or earlier termination of this Lease.

15. CONDEMNATION AND OTHER TAKING:

In the event of any total or partial taking by eminent domain, or conveyance in lieu thereof which renders the Premises untenable, this Lease shall terminate on the date of taking and all charges shall be prorated to such date. For condemnation purposes, Landlord and Tenant hereby agree that the term "untenable" shall mean a condition in which Tenant is unable to reasonably carry on its business in the Premises by reason of a taking, in the reasonable judgment of Tenant.

All compensation awarded for any taking (or the proceeds of private sale in lieu thereof), whether for the whole or a part of the Premises, shall be the property of Landlord (whether such award is compensation for damages to Landlord's or Tenant's interest in the Premises), and Tenant hereby assigns all of its interest in any such award to Landlord; provided, however, Landlord shall have no interest in any award made to Tenant for loss of business or for taking of Tenant's fixtures and other property within the Premises if a separate award for such items is made to Tenant.

16. DESTRUCTION OF, OR DAMAGE TO PREMISES:

If the Premises are damaged or destroyed by fire, storm, lightning, earthquake, or other casualty, and including destruction due to bombing, shelling, or other war/terrorism damage, this Lease shall be terminated and the rental accounted for as between Landlord and Tenant as of the date of such

damage or destruction.

17. TAXES AND ASSESSMENTS:

Landlord will be responsible for payment of all property taxes and special assessments on the Premises. Tenant shall be responsible for the payment of all parking taxes and surcharges or any other assessment resulting from the Tenant's use of the Premises.

18. MISCELLANEOUS PROVISIONS:

It is mutually covenanted and agreed by and between the parties as follows:

- (a) That this Lease shall be construed under the laws of the State of Kansas.
- (b) That the captions of the Articles of this Lease are inserted for identification only, and shall not govern the construction, nor alter, vary, or change any of the terms, conditions, or provisions of this Lease or any Article thereof.
- (c) Each provision herein shall be deemed separate and distinct from all other provisions, and if any one of them shall be declared illegal or unenforceable, the same shall not affect the legality or enforceability of the other terms, conditions, and provisions hereof, which shall remain in full force and effect.
- (d) Any person, firm or corporation who may acquire an interest in the Premises leased hereby, or in the improvements thereon, shall take notice of all the terms and conditions set out herein as well as the covenants referred to herein, and shall be bound thereby.
- (e) In the event that either party institutes legal proceedings to enforce its rights hereunder, the prevailing party in such legal proceeding shall be paid all of the costs it incurs, including reasonable attorney's fees.
- (f) Landlord shall not grant any discounted, validated or free parking without the prior written consent of Tenant.
- (g) This Lease is the entire agreement between the parties concerning the subject matter of this Lease. This Lease does not create any third party beneficiary rights or interests for the Landlord in any other contract entered into by the Tenant and any third party.
- (h) In the event Tenant is not able to use the Premises on a designated event day due to any act or omission within control of the Landlord, and Landlord has not provided written or electronic denial within the required time, Landlord shall pay Tenant _____ dollars (\$____) as liquidated damages for the breach. Landlord shall pay the liquidated damages within fifteen (15) days of notice by the Tenant; or in the alternative, Tenant may deduct all or any part of the liquidated damages from any rental payments due Landlord from Tenant.

20. NOTICES:

In the event notices are required to be sent under the provisions of this Lease, they will be mailed, postage prepaid by certified or registered mail, return receipt requested, or by nationally recognized next-day air courier service addressed as follows:

Landlord:

Tenant:

Insert Contact
Insert Address

Insert Contact
Insert Address

Either party may, by such notice, designate a new or other address to which notice may be mailed.

IN WITNESS WHEREOF, the parties hereto have caused their names to be hereto signed by their duly authorized officer on the date hereinbefore first written.

LANDLORD:

BY: _____

ITS: _____

TENANT:

BY: _____

ITS: _____

Special Events Parking Operating Costs

SMALL EVENT									
Hourly Labor Rate ¹ \$ 15.69 per hour									
	# of Staff	Hours per Staff	Total Hours	Hourly Rate	Total Labor Cost				
Pre-event set-up ²	2	2.5	5	\$ 15.69	\$ 78.45				
Lot Open and Cash-out ³									
Location A (Garage)	2	6	12	\$ 15.69	\$ 188.28				
Lot B	3	6	18	\$ 15.69	\$ 282.42				
Lot C	2	6	12	\$ 15.69	\$ 188.28				
Lot D	2	6	12	\$ 15.69	\$ 188.28				
Employee Lot	N/A	N/A	N/A	N/A	N/A				
Event Time ⁴ - Security									
Location A (Garage)	1	3	3	\$ 15.69	\$ 47.07				
Lot B	1	3	3	\$ 15.69	\$ 47.07				
Lot C	1	3	3	\$ 15.69	\$ 47.07				
Lot D	1	3	3	\$ 15.69	\$ 47.07				
Employee Lot	1	8	8	\$ 15.69	\$ 125.52				
Clean up									
Location A (Garage)	2	0.5	1	\$ 15.69	\$ 15.69				
Lot B	2	0.5	1	\$ 15.69	\$ 15.69				
Lot C	2	0.5	1	\$ 15.69	\$ 15.69				
Lot D	2	0.5	1	\$ 15.69	\$ 15.69				
Employee Lot	2	0.5	1	\$ 15.69	\$ 15.69				
Barricades/Signs Drop-off/Pick-up									
Location A (Garage)	2	0.5	1	\$ 15.69	\$ 15.69				
Lot B	2	0.5	1	\$ 15.69	\$ 15.69				
Lot C	2	0.5	1	\$ 15.69	\$ 15.69				
Lot D	2	0.5	1	\$ 15.69	\$ 15.69				
Employee Lot	2	0.5	1	\$ 15.69	\$ 15.69				
Back Office ⁵									
Location A (Garage)	2	0.5	1	\$ 15.69	\$ 15.69				
Lot B	2	0.5	1	\$ 15.69	\$ 15.69				
Lot C	2	0.5	1	\$ 15.69	\$ 15.69				
Lot D	2	0.5	1	\$ 15.69	\$ 15.69				
Employee Lot	2	0.5	1	\$ 15.69	\$ 15.69				
Drop-off/Pick-up Lane Attendant									
Parking Operator - Manager	1	12	12	\$ 19.00	\$ 228.00				
Supervisors ⁶	1	12	12	\$ 17.00	\$ 204.00				
Total Staffing Costs			123		\$ 1,985.31				
Equipment Costs ⁷					\$ 198.53				
Insurance per Event					\$ 180.00				
Total Event Expense					\$ 2,363.84				

MEDIUM EVENT									
Hourly Labor Rate ¹ \$ 15.69 per hour									
	# of Staff	Hours per Staff	Total Hours	Hourly Rate	Total Labor Cost				
Pre-event set-up ²	2	2.5	5	\$ 15.69	\$ 78.45				
Lot Open and Cash-out ³									
Location A (Garage)	2	6	12	\$ 15.69	\$ 188.28				
Lot B	3	6	18	\$ 15.69	\$ 282.42				
Lot C	2	6	12	\$ 15.69	\$ 188.28				
Lot D	2	6	12	\$ 15.69	\$ 188.28				
Employee Lot	N/A	N/A	N/A	N/A	N/A				
Event Time ⁴ - Security									
Location A (Garage)	1	3	3	\$ 15.69	\$ 47.07				
Lot B	1	3	3	\$ 15.69	\$ 47.07				
Lot C	1	3	3	\$ 15.69	\$ 47.07				
Lot D	1	3	3	\$ 15.69	\$ 47.07				
Employee Lot	1	8	8	\$ 15.69	\$ 125.52				
Clean up									
Location A (Garage)	2	0.5	1	\$ 15.69	\$ 15.69				
Lot B	2	0.5	1	\$ 15.69	\$ 15.69				
Lot C	2	0.5	1	\$ 15.69	\$ 15.69				
Lot D	2	0.5	1	\$ 15.69	\$ 15.69				
Employee Lot	2	0.5	1	\$ 15.69	\$ 15.69				
Barricades/Signs Drop-off/Pick-up									
Location A (Garage)	2	0.5	1	\$ 15.69	\$ 15.69				
Lot B	2	0.5	1	\$ 15.69	\$ 15.69				
Lot C	2	0.5	1	\$ 15.69	\$ 15.69				
Lot D	2	0.5	1	\$ 15.69	\$ 15.69				
Employee Lot	2	0.5	1	\$ 15.69	\$ 15.69				
Back Office ⁵									
Location A (Garage)	2	0.5	1	\$ 15.69	\$ 15.69				
Lot B	2	0.5	1	\$ 15.69	\$ 15.69				
Lot C	2	0.5	1	\$ 15.69	\$ 15.69				
Lot D	2	0.5	1	\$ 15.69	\$ 15.69				
Employee Lot	2	0.5	1	\$ 15.69	\$ 15.69				
Drop-off/Pick-up Lane Attendant									
Parking Operator - Manager	1	12	12	\$ 19.00	\$ 228.00				
Administration/Supervisors ⁶	2	12	24	\$ 17.00	\$ 408.00				
Total Staffing Costs			135		\$ 2,189.31				
Equipment Costs ⁷					\$ 218.93				
Insurance per Event					\$ 180.00				
Total Event Expense					\$ 2,588.24				

LARGE EVENT									
Hourly Labor Rate ¹ \$ 15.69 per hour									
	# of Staff	Hours per Staff	Total Hours	Hourly Rate	Total Labor Cost				
Pre-event set-up ²	2	2	4	\$ 15.69	\$ 62.76				
Lot Open and Cash-out ³									
Location A (Garage)	2	6	12	\$ 15.69	\$ 188.28				
Lot B	3	6	18	\$ 15.69	\$ 282.42				
Lot C	2	6	12	\$ 15.69	\$ 188.28				
Lot D	2	6	12	\$ 15.69	\$ 188.28				
Employee Lot	N/A	N/A	N/A	N/A	N/A				
Event Time ⁴ - Security									
Location A (Garage)	1	3	3	\$ 15.69	\$ 47.07				
Lot B	1	3	3	\$ 15.69	\$ 47.07				
Lot C	1	3	3	\$ 15.69	\$ 47.07				
Lot D	1	3	3	\$ 15.69	\$ 47.07				
Employee Lot	1	8	8	\$ 15.69	\$ 125.52				
Clean up									
Location A (Garage)	2	0.5	1	\$ 15.69	\$ 15.69				
Lot B	2	0.5	1	\$ 15.69	\$ 15.69				
Lot C	2	0.5	1	\$ 15.69	\$ 15.69				
Lot D	2	0.5	1	\$ 15.69	\$ 15.69				
Employee Lot	2	0.5	1	\$ 15.69	\$ 15.69				
Barricades/Signs Drop-off/Pick-up									
Location A (Garage)	2	0.5	1	\$ 15.69	\$ 15.69				
Lot B	2	0.5	1	\$ 15.69	\$ 15.69				
Lot C	2	0.5	1	\$ 15.69	\$ 15.69				
Lot D	2	0.5	1	\$ 15.69	\$ 15.69				
Employee Lot	2	0.5	1	\$ 15.69	\$ 15.69				
Back Office ⁵									
Location A (Garage)	2	0.5	1	\$ 15.69	\$ 15.69				
Lot B	2	0.5	1	\$ 15.69	\$ 15.69				
Lot C	2	0.5	1	\$ 15.69	\$ 15.69				
Lot D	2	0.5	1	\$ 15.69	\$ 15.69				
Employee Lot	2	0.5	1	\$ 15.69	\$ 15.69				
Drop-off/Pick-up Lane Attendant									
Parking Operator - Manager	1	12	12	\$ 19.00	\$ 228.00				
Supervisors ⁶	2	12	24	\$ 17.00	\$ 408.00				
Total Staffing Costs			159		\$ 2,565.87				
Equipment Costs ⁷					\$ 256.59				
Insurance per Event					\$ 180.00				
Total Event Expense					\$ 3,002.46				

Estimated Arena Event Parking Costs (Based on Current Five City Parking Locations)

Notes:
 1. Based on Ampco's projected hourly rates (Intrust Bank Arena Proposed Parking Plan).
 2. Event set-up starts 5 to 8 hours prior to the event start time.
 3. Lots open for business 4 hours prior to event start time. Staff stays until one hour after event start time. Includes cashiers and flaggers.
 4. Staff patrols lot during event.
 5. Issues and reconciles cashiers' lot tickets, Counts and reconciles cash.
 6. Collects money, provides change, addresses customer service issues, etc.
 7. 10% of staffing expense. Barricades, signs, safety vest, flags, flashlights, two-way radios, etc.

Note: Carl Walker cannot guarantee that the financial projections contained herein will be realized, as actual performance will be determined by many factors including: price and demand fluctuations in the market, development timetables and occupancies, managerial decisions made by the owner, and other political decisions made by local, state, and national government officials.