

EXHIBIT A

Orig. 20

ORDINANCE NO. 2015- 24

**CITY OF POMPANO BEACH
Broward County, Florida**

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT FOR PARKING MANAGEMENT SERVICES BETWEEN THE CITY OF POMPANO BEACH AND DENISON PARKING, INC.; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That an Agreement between the City of Pompano Beach and Denison Parking, Inc., a copy of which Agreement is attached hereto and incorporated herein by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Agreement.

SECTION 3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of

this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 4. This Ordinance shall become effective upon passage.

PASSED FIRST READING this 13th day of January, 2015.

PASSED SECOND READING this 27th day of January, 2015.



LAMAR FISHER, MAYOR

ATTEST:


for _____
MARY L. CHAMBERS, CITY CLERK

/jrm
11/20/14
L:ord/2015-108

Orig. 20

AGREEMENT FOR PARKING MANAGEMENT SERVICES

THIS AGREEMENT is made by and between the **CITY OF POMPANO BEACH, FLORIDA**, a Florida municipal corporation, (the “City”) and **DENISON PARKING, INC.**, (the “PARKING MANAGER”).

WHEREAS, the City issued its Request for Proposals for Parking Management Services, No. T-43-14 (the “RFP”) to solicit proposals to serve as the City’s Parking Manager; and

WHEREAS, the Parking Manager responded to the RFP by submitting its proposal dated June 6, 2014 (“Proposal”) which Proposal was selected by the City to be the best value; and

WHEREAS, it is the desire of the parties hereto to enter into an agreement whereby the Parking Manager will provide Parking Management services to encompass parking enforcement, collections and consulting services as it relates to the design and construction of the pier parking garage as might be requested by City under the terms and conditions set forth in this Agreement.

1. Entirety of Agreement. The entire and integrated agreement between City and Parking Manager related to the services to be provided shall consist of (1) this Base Agreement (items 1-25 herein), (2) Parking Manager’s Revised Scope of Services as outlined at Attachment A (3) Parking Manager’s detailed fee and rate structure Proposal included as Attachment B, (3) City’s Request for Proposals, *Management of Parking Operations – T-43-14* (the “RFP”), included as Attachment C and (4) Parking Manager’s Bid Response (the “Proposal”), included as Attachment D.

2. Parking Management Services. Parking Manager shall provide the services described in the RFP, the terms of which are incorporated by reference in its entirety, and the Proposal, the terms of which are incorporated by reference in its entirety (which services, as may be added or changed, are hereinafter referred to as the “Services”), as more defined at Attachment A. The City acknowledges that the Parking Manager shall use reasonable care in performing its obligations under this Agreement.

Parking Manager agrees that the City will not be charged an additional fee for expanding the meter enforcement zone east of US1 (Federal Highway). City understands that should the meter enforcement zone expand outside of this geographic boundary, whereby it requires additional enforcement personnel, Parking Manager and City may negotiate an additional fee, subject to approval by the City Commission.

Parking Manager agrees that whereby Parking Manager is responsible for establishing a system for over the counter or online processing of credit card transactions, which does not flow through the City’s network, that Parking Manager will be responsible for compliance with all regulations governing merchant acceptance and processing of credit card transactions, inclusive of compliance with Payment Card Industry Data Security Standards.

Parking Manager agrees to provide for an annual review of the design and operating effectiveness of Parking Manager’s system of internal controls to be performed annually, by a certified independent accountant, and to provide a copy of the report (Report on Controls at a Service Organization) to the City’s Finance Director or designee. Such a report will be in accordance with the requirements of Statement on Standards for Attestation Engagements No. 16, as issued by the American Institute of Certified Public Accountants.

3. Additional or Revised Services. The parties acknowledge and agree that, in the event that the City elects to utilize any of the Parking Manager’s services not set forth in the Proposal, or in the event

that the Parking Manager, in the normal course of its business, develops specific services agreement in the future for Parking Managing services requested by the City in addition to those covered by the RFP and Proposal, the Parking Manager will provide the specific services agreement, which shall be deemed to be an amendment to and subject to this Agreement, whether or not specifically stated in the service agreement, with such amendment subject to approval by the City Commission.

4. Compensation.

4.1 Parking Manager's detailed fee and rate structure is included as **Attachment B** and will be in effect for the entire period of this Agreement, inclusive of any mutually agreed upon renewal periods. The Parking Manager shall prepare a monthly billing for Services rendered. The billing will reflect the amount due for services performed by the Parking Manager. The Fees shall be the sole compensation paid to the Parking Manager in connection with the rendition of the Services and the performance of any and all of its other obligations hereunder.

4.2 City will pay the Parking Manager in accordance with the Local Government Prompt Payment Act, Section 217.70, et al., Florida Statutes, as amended, which also establishes a process and remedies for non-compliance. Invoices must be submitted to City of Pompano Beach Public Works Department, 1201 N.E. 5th Avenue, Pompano Beach, FL., 33060, Attention: Public Works Director. A copy of the invoice should also be forwarded to the City's Finance Department at 100 W. Atlantic Blvd., Pompano Beach, FL 33060, Room 480. Invoices shall show the nature of the service and dates of service.

4.3 No payment made under this Agreement shall be conclusive evidence of the performance of this Agreement by the Parking Manager, either wholly or in part, and no payment shall be construed to be an acceptance of or to relieve the Parking Manager of liability for the defective, faulty or incomplete rendition of the Services.

5. TERM. The term of the engagement under this Agreement shall commence on the last date executed by the later of the City and the Parking Manager and shall continue for a term of three (3) years. This Agreement may, by mutual agreement, be renewed for two additional one (1) year periods.

6. COMPLIANCE WITH LAWS. In the conduct of the Services under this Agreement, the Parking Manager in good faith shall comply in all material respects with all applicable federal and state laws and regulations and all applicable county and City ordinances and regulations, including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity.

7. INDEPENDENT CONTRACTOR. The Parking Manager shall be deemed an independent contractor for all purposes, and the employees of the Parking Manager or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of City. As such, the employees of the Parking Manager, its Contractors or subcontractors, shall not be subject to any withholding for tax, social security or other purposes by City, nor shall such Contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

8. AUDIT AND INSPECTION OF RECORDS. The Parking Manager shall permit the authorized representatives of the City to inspect and audit all data and records of the Parking Manager specifically and directly related to the services rendered under or pursuant to this Agreement by the Parking Manager to the City, if any, relating to performance under the contract until the expiration of three years after contract termination.

The Parking Manager further agrees to require a subcontractor to agree that City or any of their duly authorized representatives shall, until the expiration of three years after contract termination, have access to and the right to examine any directly pertinent City books, documents, papers and records of such subcontractor, involving transactions related to the subcontractor.

9. INSURANCE.

The insurance described herein reflects the insurance requirements deemed necessary for this contract by the City. It is not necessary to have this level of insurance in effect at the time of submittal, but certificates indicating that the insurance is currently carried or a letter from the Carrier indicating upgrade ability will speed the review process to determine the most qualified Proposer.

The Parking Manager shall not commence operations until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach Risk Manager.

The following insurance coverage shall be required.

- a. Worker’s Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees). The Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.
- b. Liability Insurance
 - 1) Naming the City of Pompano Beach as an additional insured, on General Liability Insurance only, in connection with work being done under this contract.
 - 2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

LIMITS OF LIABILITY

Type of Insurance	each occurrence	aggregate
GENERAL LIABILITY: MINIMUM \$1,000,000 per OCCURRENCE / \$1,000,000 AGGREGATE		
* Policy to be written on a claims incurred basis		
XX comprehensive form		
XX premises - operations	bodily injury	
— explosion & collapse hazard	property damage	
— underground hazard		
XX products/completed operations hazard	bodily injury and property damage	
XX contractual insurance	combined	
XX broad form property damage		
XX independent contractors		
XX personal injury	personal injury	

AUTOMOBILE LIABILITY: MINIMUM \$1,000,000 per OCCURRENCE / \$1,000,000 AGGREGATE

		bodily injury (each person)		
XX	comprehensive form	bodily injury (each accident)		_____
XX	owned	property damage		_____
XX	hired	bodily injury and property damage		
XX	non-owned	combined		

REAL & PERSONAL PROPERTY

comprehensive form Consultant must show proof they have this coverage.

EXCESS LIABILITY

<input type="checkbox"/>	umbrella form	bodily injury and property damage		
<input type="checkbox"/>	other than umbrella	combined	\$2,000,000.	\$2,000,000.

XX PROFESSIONAL LIABILITY \$1,000,000. \$1,000,000.
* Policy to be written on a claims made basis

The certification or proof of insurance must contain a provision for notification to the City thirty (30) days in advance of any material change in coverage or cancellation.

Parking Manager shall furnish to the City the certification or proof of insurance required by the provisions set forth above, within ten (10) days after notification of award of contract.

10. **HOLD HARMLESS AND INDEMNIFICATION.** Parking Manager covenants and agrees that it will indemnify and hold harmless the City and all of its officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising directly out of any act or omission by the Parking Manager, whether to any person or property to which the City or said parties may be subject, except that neither the Parking Manager nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the negligence of the City or any of its officers, agents or employees.

11. **TERMINATION.** Each party shall have the right to terminate this Agreement, in whole or in part, with or without cause, and for its convenience, when in that party's sole discretion it deems such termination is its best interest, upon ninety (90) days prior written notice. Payment for Services rendered shall be made in accordance with this Agreement. Upon termination, this Agreement shall have no further force or effect and the parties shall be relieved of all further liability hereunder, except that the provisions of this Section and the provisions regarding the right to audit, insurance, indemnification, governing law and litigation shall survive termination of this Agreement and remain in full force and effect.

Notwithstanding the foregoing, either party may terminate the Agreement for cause. A party shall be in default if a party fails to perform any of its obligations hereunder and such failure continues for a period of twenty (20) days after written notice as provided in Paragraph 12, below, from the non-defaulting party specifying the nature of the failure.

12. **NOTICE.** All written notices, demands and other communications required or provided for under this Agreement shall be sent by certified mail, return receipt requested, postage prepaid, in the case of mailing, or by overnight or same day courier, or by electronic transmission producing a written record, or hand delivered to the Parking Manager or to the City, at the address below Agreement:

PARKING MANAGER:

Mark Pryor, VP of Business Development
36 S. Pennsylvania Street, Suite 200
Indianapolis, Indiana 46204

CITY:

Robert McCaughan, Public Works Director
1201 N.E. 5th Avenue
Pompano Beach, FL 33060

and Suzette Sibble, Finance Director
100 W. Atlantic Blvd.
Pompano Beach, Florida 33060

13. **NON-DISCRIMINATION.** In performing under this Agreement, the Parking Manager shall not discriminate against any person because of race, color, religion, sex, gender identity or expression, genetic information, national origin, age, disability, familial status, marital status or sexual orientation.

14. **ASSIGNMENT.** The Parking Manager shall not assign, sublet, convey or transfer its interest in this Agreement without notification to City, at which point City may elect to terminate its Agreement with Parking Manager should such assignment, sublet, conveyance or transfer of Parking Manager's interest not be acceptable to City. It is further agreed that said notice shall be given where feasible by Parking Manager not less than thirty (30) days prior to the date of any proposed assignment.

15. **FORCE MAJEURE.** Parking Manager shall not be held responsible for losses, delays, failure to perform or excess costs caused by events beyond the control of the Parking Manager. Such events may include, but are not restricted to the following: Acts of God; fire, epidemics, earthquake, flood or other natural disaster; acts of the government; riots, strikes, war or civil disorder; unavailability of fuel.

16. **CONFLICT OF INTEREST.** The Parking Manager represents that to its knowledge, no City employee is also an owner, corporate officer, or an employee of the Parking Manager. Parking Manager further acknowledges that if it comes to Parking Manager's attention that any City employee is an owner, corporate officer, of an employee, the Parking Manager will, as it may determine, file a statement with the Broward County Supervisor of Elections pursuant to §112.313, Florida Statutes.

17. **PATENT FEES, ROYALTIES AND LICENSES.** Parking Manager agrees, as described herein, that if Parking Manager requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright in connection with the Services contemplated herein, the Parking Manager and its surety shall indemnify and hold harmless the City from any and all claims for infringement by reason of the use of any such patented design, device, trademark, copyright, material or process in connection with the work agreed to be performed and shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during or after completion of the work. With respect to the services and/or technology ("Technology") provided to the City directly by the Parking Manager which is used by the City in an approved manner ("Approved Use"), the Parking Manager shall indemnify the City from and against any

and all losses resulting solely from a claim brought by a third party that specifically alleges any Approved Use of the Technology infringes on any third party copyright, trademark, service mark or trade secret. The foregoing states Parking Manager's entire obligation and liability with respect to infringement of third party intellectual property rights.

18. PUBLIC ENTITY CRIMES ACT. The Parking Manager represents, to the knowledge of the undersigned, that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), and certifies that, to the knowledge of the undersigned, the Parking Manager has not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within 36 months from the date of submitting its Proposal for this Agreement or entering into this Agreement. Violation of this section may result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from City's competitive procurement activities.

19. GOVERNING LAW. This Agreement has been and shall be construed as having been made and delivered within the State of Florida, and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance. Any action at law, or in equity, shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida.

20. SEVERABILITY. In the event that any term or provision of this shall to any extent be held invalid or unenforceable, it is agreed that the remainder of this Agreement, or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this Agreement shall be deemed valid and enforceable to the maximum extent permitted by law.

21. WAIVER. Any waiver by either party hereto of any one or more of the covenants, conditions, or provisions of this Agreement, shall not be construed to be a waiver of any subsequent or other breach of the same or any covenant, condition or provision of this Agreement.

22. HEADINGS. The headings contained in this Agreement are provided for convenience only and shall not be considered in construing, interpreting or enforcing this Agreement.

23. PUBLIC RECORDS.

A. The City is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Parking Manager shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the city in order to perform the service;

2. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in Chapter 199, Fla. Stat., or as otherwise provided by law;

3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

4. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Parking Manager upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored

B. The failure of Parking Manager to comply with the provisions set forth in this section shall constitute a Default and Breach of this Agreement and the city shall enforce the Default in accordance with the provisions set forth in this Agreement or as provided by law.

24. MUTUAL COOPERATION. The City represents that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of City. Therefore, Parking Manager agrees to act in good faith in all relations with City in its performance under this Agreement.

25. CONTROLLING PROVISIONS. Except as otherwise specifically provided herein, in the event of any conflict between the specific provisions of this Agreement and the requirements or provisions of the RFP and/or Proposal, the provisions shall be given precedence in the following order: (1) this Base Agreement (Items 1-25 herein); (2) Scope of Services at Attachment A; (3) Detailed Fee and Rate Structure at Attachment B; (3) the RFP; and (4) the Proposal.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper and appropriate officials on the day and year first above written.

Witnesses:

CITY OF POMPANO BEACH

Sandra M. Morway

By: [Signature]
LAMAR FISHER, MAYOR

Shelley R. Basthorne

By: [Signature]
DENNIS W. BEACH, CITY MANAGER

Attest:

[Signature]
for MARY L. CHAMBERS, CITY CLERK

(SEAL)

Approved As To Form:

[Signature]
GORDON B. LINN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2014 by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager, and **MARY L. CHAMBERS** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 30th day of January,
2015 by LAMAR FISHER as Mayor, DENNIS W. BEACH as City Manager, and MARY L. CHAMBERS as
~~City Clerk~~ of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation,
who is personally known to me.

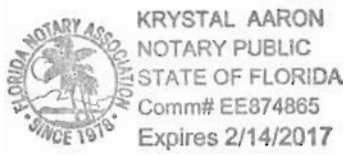


NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

Krystal Aaron

(Name of Acknowledger Typed, Printed or Stamped)

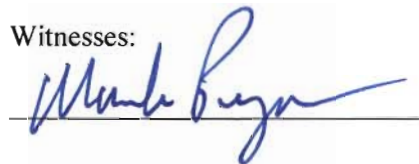


Commission Number

"PARKING MANAGER"

DENISON PARKING, INC.

Witnesses:



By:



MARK PRATT

Print

Name:

Title:

PRESIDENT & CEO

Business License No. _____

STATE OF Indiana
COUNTY OF Marion

The foregoing instrument was acknowledged before me this 5th day of January,
2015, by Mark Pratt as President & CEO
of DENISON PARKING, INC., an Indiana corporation on behalf of the corporation.
He/she is personally known to me or who has produced _____
_____ (type of identification) as identification.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF

Indiana
Jeffrey S. Line

(Name of Acknowledger Typed, Printed or Stamped)

583332

Commission Number

jrm
12/12/14
L:agr/pw/2015-330

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 30th day of January, 2015 by ASCELETA HAMMOND, as Acting City Clerk of the City of Pompano Beach, a municipal Florida corporation, on behalf of the municipal corporation, who is personally known to me.



NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA



KRYSTAL AARON
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE874865
Expires 2/14/2017

Krystal Aaron

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

ATTACHMENT A

Parking Manager's revised scope of services

ATTACHMENT A
AGREEMENT FOR PARKING MANAGEMENT SERVICES
SCOPE OF SERVICES

Parking Manager shall provide the following services during the term of the Agreement:

Meter Enforcement

- a. Patrol of and enforcement for single-space, multi-space meters and parking lots, inclusive of issuance of parking citations for all parking violations, in accordance with City ordinance.
- b. Provide for all support vehicles, office and computer equipment as required to perform the day-to-day operations of the parking program. Parking Manager shall be responsible for any internet service connections fees, as a result of any remote access to the City's network and any associated maintenance costs.
- c. Provide for GPS tracking of enforcement vehicles and assigned personnel via cell phone.
- d. Coordinate the installation and maintenance of parking meters, pay stations and change machines and for the general maintenance of all City parking meter lots and on-street parking (sweeping, striping etc.).
- e. Provide price quotes for both purchase and lease options, at the City's discretion when new parking equipment is to be acquired by the City directly. Equipment type and installation shall be in accordance with standards issued by the City.
- f. Provide for the repair or replacement of all parking equipment and appurtenances within forty (48) hours or in accordance with City's contractual terms with equipment vendor.
- g. Coordinate selection of and pay for costs associated with the selection of ticket held devices (TIDs) and license plate recognition technology. The selection of such software or technology shall allow for import and export of data from/to the citation management database, as maintained and operated by Parking Manager.
- h. Monitoring, ordering and stocking of expendable products for meters (i.e. printer ink, printer paper, batteries etc.) and TIDs.
- i. Utilization of Enterprise Management System (EMS) Back Office Support System (BOSS) Software to re-program meters, as necessary.

- j. Manage and oversee the use of any third party programs (i.e. Passport Parking--pay-by-phone) by the City to support its parking activities.
- k. Provide boots for habitual parking enforcement violations in accordance with City policy, if program is implemented by the City.
- l. Provide for towing, as applicable.
- m. Coordinate the repair or needed maintenance of any field parking software systems with the City's designated vendor(s).
- n. Provide employees with identifiable badges and uniforms, as approved by the City. All vehicles shall have appropriate identifiable marks to indicate Parking Manager's affiliation with the City of Pompano Beach Parking Services, subject to City approval.
- o. Ensure enforcement personnel assigned to the contract are appropriately trained and possess all required certifications and/or licenses for issuing non-moving violations. Parking Manager shall be responsible to provide (at own expense) for pre-screening background checks for all personnel to be assigned to the City.
- p. Fielding customer inquiries and complaints related to the parking enforcement program.
- q. Provide annual reporting (within 90 days of City's fiscal year end) to the City describing the current state of parking enforcement activity. The report shall, at a minimum, indicate no. of citations issued for the previous fiscal year (October 1st through September 30th), number of enforcement personnel writing citations, number of citations issued per staff member writing citations and any recommendations for improvements to operations detailing any associated costs. A copy of citation database generated report shall be provided as part of the package, which shall reconcile to no. of citations indicated as issued in the annual report.
- r. Provide, as part of the required annual reporting (within 90 days of City's fiscal year end), an annual survey to City of neighboring cities parking rates, at Parking Manager's own expense.
- s. Assist and consult with the City, as necessary in any enhancement, change or modification of its parking enforcement program.
- t. Assist in implementing general parking programs, including working with businesses, neighborhood groups, and other organizations, as needed.

Citation Management

- a. Processing and maintaining a database of parking citations issued.
- b. Inputting citations issued within 48 hours of issuance, including those written by Broward Sheriff's Office (BSO) personnel, if applicable.
- c. For citations issued by Parking Manager, shall generate letters to violators within fourteen (14) calendar days of citations being issued, to include assessment of late fees, in accordance with City policy. Letter shall also notify violators that if payment is not received in full within thirty days of the date indicated on the letter, the obligation shall be referred to the City's collection agency, which shall result in the violator being obligated for all collection fees incurred by the City to effect such. Language in letter must be pre-approved by the City.
- d. Shall provide a phone, fax and email address to which violators may direct inquiries. Such shall be indicated on the parking citation issued. Parking Manager shall also coordinate requests by violators for a court date to contest citations and coordinate such efforts with the City Attorney's Office. Parking Manager shall also attend enforcement court proceedings for disputed citations and follow through with hearing officers' decisions, as necessary.
- e. Provide for a local office within the boundaries of the City, whereby customers may visit to make inquiries about or appeal parking citations issues, make citation payments (via, cash, check or credit card) or for general parking inquiries. Such office shall be operated Monday through Friday, 8 a.m. to 5 p.m.
- f. For citations issued by Parking Manager, on a Quarterly basis, Parking Manager shall generate a report of outstanding parking citations older than ninety (90) days and export data to an excel file. Parking Manager shall email a spreadsheet to the City's Finance Director or designee showing all relevant information for each citation. Parking Manager shall add a collection fee of 17% (as may be amended from time to time) to each citation amount due once the account has been referred to the Finance Department for formal collection action. Parking Manager's systems shall separately identify initial violation and penalties (i.e. City's late fee) and amounts (17%) assessed each account placed with the collection and any reports of revenue collected and submitted to the City's Treasury Division must clearly delineate such.
- g. Shall be responsible for providing citation information to the State of Florida Division of Motor Vehicles (the State) to allow the State to place a hold on violators, whereby tag renewal shall be delayed if violators have

at least three (3) regular unpaid citations or one (1) unpaid handicap citation. Parking Manager shall be responsible for establishing a process whereby the State shall provide detailed information for violators (i.e. addresses, DL# etc.) directly to Parking Manager to allow for the mailing of letters to violators and assist in follow-up collection efforts. Parking Manager shall be responsible for establishing an infrastructure to allow for this two-way communication and ensuring compatibility of Parking Manager's system with the State's system, to allow for this interface of data.

Cash Receipts Collection, Handling and Processing

- a. Processing and maintaining a database of parking tickets issued to record receivables and deferred revenue for all citations written, and cash and revenues as receipts are processed. City staff shall be provided inquiry access to such system.
- b. Collection of all parking citation payments at local office site and entry into Parking Manager's cash receipts system. Such cash receipts system must accommodate a triple copy receipts system with customer obtaining original, Parking Manager maintaining a copy and a copy being remitted to the City's Treasury Division. At a minimum, such receipt shall indicate the parking citation no., receipt no., the date paid, the amount paid, and nature of payment (i.e. parking citation). Parking Manager shall be responsible for the processing of such receipts for bank deposit with City providing for daily pickup of bank deposits by an armed security service. Parking Manager shall be responsible for securing deposit bags and tickets for City's banking partner. Parking Manager shall submit a copy of the bank deposit slip and a report from Parking Manager's cash receipts system, reconciled to the bank deposit slip amount to the City's Treasury Division. For non-sufficient funds (NSF) payments made via check, the City's Treasury Division shall inform Parking Manager of such for update of Parking Manager's records. Parking Manager shall be responsible for assessing the NSF fee (in accordance with City policy) to the violator and updating Parking Manager's financial records accordingly. All reporting to the City's Treasury Division shall be inclusive of a cash receipts processing report and shall be provided within 24 hours of processing of transactions.
- c. Daily collection of cash and coins extracted from parking meters. Parking Manager shall accept these funds at its local office site, to include facilitation of payment via credit card and process the receipts in its own cash receipts system. Parking Manager shall be responsible for all payment processor fees governing credit card acceptance. Parking Manager shall be responsible for generating meter audit reports (with the exception of lollipop meter extractions) to accompany each extraction of

cash and coins from the meters and reconcile to the coin/cash counts. Parking Manager shall be responsible for taking a physical count of cash and coins (and provision of a coin counter) and completing a bank deposit slip(s) for deposit of the meter collections. City shall provide daily-armed service pickup for physical deposit of meter collections to the bank. Parking Manager shall arrange for deposit and pickup of meter collections within 48 hours of collection from meters. For special events or holidays, Parking Manager shall make more frequent visits to the meters for collection of coins/cash as such volume of activity might warrant such. Parking Manager shall provide for a secure safe (combination & key, with limited staff access) at local office site to hold meter collections pending armed service pickup. Parking Manager shall provide a copy of the meter audit report, reconciliation of physical count to individual meter audit report and a copy of bank deposit slip for each bank deposit processed. Such shall be provided timely to the City's Revenue Collections Division via mail or email as follows:

City of Pompano Beach
100 W. Atlantic Blvd., Rm 135
Pompano Beach, FL 33060
ATTN: Revenue Collections Manager
or
Linda.dye@copbfl.com with copy to
Giselle.wishinsky@copbfl.com

Parking Manager shall establish separate ledger accounts by lots/locations as follows (and for any other new locations added by City):

- Municipal Pier Lot
- Oceanside Lot
- Beach Parking Lot
- Alsdorf Lots
- Street Parking Meters
- Harbor Village/N.E. 1st Street

Parking Manager shall provide a report to the City's Treasury Division for each deposit to indicate the locations of each collection for each bank deposit as stated above. All reporting to the City's Treasury Division shall be inclusive of a cash receipts processing report and must be provided within 24 hours of processing of transactions.

- d. Administer the City's residential parking permit program and parking passes, as applicable. The City currently issues approximately 200 residential parking permits per year for its Oceanside and Municipal Pier Lots. The City issues semi-annual permits at a price of \$30 and annual permits at a price of \$60, based on certain qualifying criteria (i.e. proof of

residency). Parking Manager shall be required to process and record receipts related to this program. Such cash receipts system shall accommodate a triple copy receipts system with customer obtaining original, Parking Manager maintaining a copy and a copy being remitted to the City's Treasury Division. At a minimum, such receipt shall indicate the parking permit no., receipt no., the date paid, the amount paid, and nature of payment (i.e. residential parking permit). Parking Manager shall prepare bank deposit slips for this activity with the City providing for daily-armed service pickup of such deposits. Parking Manger shall be responsible for recording this activity in a dedicated system account (i.e. residential parking permits) and shall submit a copy of the bank deposit slip, a cash receipts report and a reconciliation of the two to the City's Treasury Division. Parking Manager shall be responsible for maintaining all applications and proof of qualification for each permit issued, in accordance with the City's records retention policy.

- e. Shall request refunds pertaining to any of the activities discussed above be processed through the City's Treasury Division and Treasury Division shall communicate such refunds to Parking Manager for update of Parking Manager's records and systems once refund has been processed.
- f. Shall be responsible for voiding any transactions, in accordance with City's established practices and must provide a reporting of such to the City's Treasury Division within 24 hours of processing.
- g. Shall be responsible for establishing an online system to allow violators to make credit card payments via a secure website (complying with all regulatory requirements). Parking Manager shall be responsible for ensuring such system is PCI compliant (providing for any system scans if applicable) and on an annual basis must ensure submittal of PCI complaint report to Visa/MC by parking Manager's designated payment processor, if required. Parking Manager shall be responsible for the posting of these online payments to Parking Manager's cash receipts system. Parking Manager shall be responsible for linking online receipts directly to the City's designated bank account for daily deposit and submittal of cash receipts reports to the City's Treasury Division within 24 hours of processing.
- h. Within thirty (30) days from City's fiscal year end (September 30th), shall be responsible for providing an aging report of outstanding parking citation receivables (at fiscal year-end) to the City's Finance Department.

Garage Design/Construction Consulting Services

- a. Review pro-forma estimates of revenue and expense expectations.

- b. Assist in selection of PARCS (Parking and Revenue Control Systems) equipment needed in the pier parking garage facility to properly control monthly/contract, transient/cash and validation business.
- c. Provide advice regarding most efficient lighting methodology.
- d. Estimate the proper maintenance reserve fund that should be accrued to provide for long-term structural stability.
- e. Assist in selection and placement of signs needed to properly control the parking facility traffic flow, ingress/egress, etc.
- f. Provide any other consulting services requested by City, on an as needed basis.

General Requirements

- a. Parking Manager (all parties to the Agreement) shall be licensed to do business in the State of Florida and shall obtain a business tax receipt for the City and Broward County, prior to commencement of services.
- b. Parking Manager shall staff an office within the limits of the Pompano Beach, at own expense, to generally contain the management of the parking program, inclusive of accepting customer inquiries, acceptance and processing of payments and issue late notices for overdue payment of citations etc. City reserves the right to provide a permanent location within the pier parking garage upon its completion, at which point Parking Manager shall no longer be compensated for office rent as outlined in the Parking Managers line item budget.
- c. Handle all customer service associated with the parking program.
- d. Provide weekly, monthly and annual reports as may be required by the City.
- e. Propose the purchase of equipment, data software and information systems relating to and associated with the day-to-day operations of the parking management program to enhance operating efficiency, with prior approval of the City. All purchases shall be in accordance with City policies and procedures. All program specific products purchased by the Parking Manager with City funds, outside the scope of the agreed upon compensation under this Agreement shall upon termination of the Contract remain the property of the City.
- f. Coordinate the implementation of any changes in the City's parking rates or policies.
- g. Provide for an annual review of the design and operating effectiveness of parking Manager's system of internal controls to be performed annually, by a certified independent accountant, and provide a copy of the report (Report on Controls at a Service Organization) to the City's Finance Director or designee. Such a report shall

be in accordance with the requirements of Statement on Standards for Attestation Engagements No. 16, as issued by the American Institute of Certified Public Accountants.

- h. Coordinate special City events with City staff.
- i. Within 6 months of the execution of this Agreement, meet with City and CRA staff and review current parking operations and provide a report to the City Manager with observations and recommendations etc. May include new technologies, payment acceptance methods, additional meter locations, garage locations, marketing, signage, experience/suggestions for a 100% cashless system etc.
- j. Any reasonably related services upon request.

Additional Services as Elected by City of Pompano Beach

- a. Parking Manager recognizes that City has agreed to parking enforcement being provided for shifts covering the period from 7 a.m. to 11 p.m., Citywide, seven days/week. Parking Manager understands that should City require additional enforcement periods, such shall be provided by Parking Manager on an as-needed basis (i.e. special events) for a flat hourly rate of \$18.
- b. Parking Manager agrees to provide for booting equipment (one boot) if such a program is implemented by the City. The cost of this boot shall be depreciated over the remaining term of the contract at the point the boot is purchased.

ATTACHMENT B

Agreement for Parking Management Services

LOCATION: Pompano Beach Enforcement
 LOCATON #: 0
BUDGET SUMMARY 2014

DATE: 9/10/2014

REVISION: 41942

OPERATING EXPENSES

<u>Depreciation</u>	3,679.67	3,679.67	3,679.67	3,679.67	3,679.67	3,679.67	3,679.67	3,679.67	3,679.67	3,679.67	3,679.67	3,679.67	44,156.04
<u>Expense & Supplies</u>	5,969.88	4,984.88	6,809.88	3,729.88	2,984.88	14,984.88	3,621.88	4,809.88	2,984.88	3,729.88	2,984.88	2,984.88	60,580.60
<u>Fuel Expenses</u>	750.00	750.00	750.00	750.00	750.00	750.00	750.00	750.00	750.00	750.00	750.00	750.00	9,000.00
<u>Housekeeping</u>	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	480.00
<u>Insurance</u>	1,744.00	1,744.00	1,744.00	1,744.00	1,744.00	1,744.00	1,744.00	1,744.00	1,744.00	1,744.00	1,744.00	1,744.00	20,928.00
<u>Insurance Group</u>	1,323.00	1,323.00	1,323.00	1,323.00	1,323.00	1,323.00	1,323.00	1,323.00	1,323.00	1,323.00	1,323.00	1,323.00	15,876.00
<u>Insurance Workman Comp</u>	571.70	501.48	571.70	536.59	571.70	536.59	571.70	554.15	554.15	554.15	554.15	571.70	6,649.76
<u>Maintenance</u>	4,046.00	3,646.00	3,646.00	3,646.00	3,646.00	8,420.00	3,646.00	3,646.00	3,646.00	3,646.00	3,646.00	3,646.00	48,926.00
<u>Management Fee</u>	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	36,000.00
<u>Credit Card Processing Fees</u>	-	-	-	-	-	-	-	-	-	-	-	-	-
<u>Taxes FICA</u>	808.41	709.12	808.41	758.77	808.41	758.77	808.41	783.59	783.59	783.59	783.59	808.41	9,403.08
<u>Taxes Fed U C</u>	116.24	101.96	116.24	109.10	116.24	109.10	116.24	112.67	112.67	112.67	112.67	116.24	1,352.08
<u>Taxes State U C</u>	570.65	500.55	570.65	535.60	570.65	535.60	570.65	553.12	553.12	553.12	553.12	570.65	6,637.47
<u>Uniforms & Laundry</u>	2,500.00	-	-	-	-	2,500.00	-	-	-	-	-	-	5,000.00
<u>Utilities</u>	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	4,200.00
<u>Utilities - Telephone</u>	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	4,200.00
<u>Vehicle Maintenance</u>	120.00	-	-	120.00	-	-	120.00	-	-	120.00	-	-	480.00
<u>Wage</u>	10,567.52	9,269.49	10,567.52	9,918.50	10,567.52	9,918.50	10,567.52	10,243.01	10,243.01	10,243.01	10,243.01	10,567.52	122,916.13
OPERATING EXPENSES:	36,507.08	30,950.16	34,327.08	30,591.12	30,502.08	49,000.12	31,259.08	31,939.10	30,114.10	30,979.10	30,114.10	30,502.08	396,785.16

Attachment B

Operating Assumptions: Capital

Enforcement Vehicle	\$	20,000
Collection Van	\$	20,000
Office Furniture	\$	2,000
Computer	\$	3,000
Enforcement Equip.	\$	51,925
Coin Counter	\$	5,000
Camera /DVR	\$	10,000
Office Build Out	\$	4,000
Safe	\$	<u>1,500</u>

\$ 117,425 @ 8% over 36 months = \$ 3,679.67 per month x 12 months= 44,156 Depreciation

LOCATION: Pompano Beach Enforcement

DATE: 9/10/2014

REVISION 0

LOCATION #: 0

Return to Summary

PAYROLL SUMMARY WORKSHEET

Month	Base Wages	Sick Pay	Vacation Pay	Event Pay	Training	Monthly Total
January	\$10,384	\$ 100.00	\$ 83.33	\$0		\$10,568
February	\$9,086	\$ 100.00	\$ 83.33	\$0		\$9,269
March	\$10,384	\$ 100.00	\$ 83.33	\$0		\$10,568
April	\$9,735	\$ 100.00	\$ 83.33	\$0		\$9,919
May	\$10,384	\$ 100.00	\$ 83.33	\$0		\$10,568
June	\$9,735	\$ 100.00	\$ 83.33	\$0		\$9,919
July	\$10,384	\$ 100.00	\$ 83.33	\$0		\$10,568
August	\$10,060	\$ 100.00	\$ 83.33	\$0		\$10,243
September	\$10,060	\$ 100.00	\$ 83.33	\$0		\$10,243
October	\$10,060	\$ 100.00	\$ 83.33	\$0		\$10,243
November	\$10,060	\$ 100.00	\$ 83.33	\$0		\$10,243
December	\$10,384	\$ 100.00	\$ 83.33	\$0		\$10,568
	\$120,716	\$ 1,200.00	\$ 1,000.00	\$0	\$0	\$122,916

		Holidays	
Jan	31	1	32
Feb	28		28
Mar	31	1	32
Apr	30		30
May	31	1	32
June	30		30
July	31	1	32
Aug	31		31
Sept	30	1	31
Oct	31		31
Nov	30	1	31
Dec	31	1	32

\$ 1,200.00	\$ 1,000.00
-------------	-------------

These cells must match!! You

will input the sick and vacation time in the months you see fit, but the totals for Sick and Vacation time must match from one page to the next.

EXPENSE AND SUPPLIES WORKSHEET

<u>Category</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>June</u>	<u>July</u>	<u>Aug</u>	<u>Sept</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>Total</u>
Alarm Monitoring	\$75	\$75	\$75	\$75	\$75	\$75	\$75	\$75	\$75	\$75	\$75	\$75	\$900
Armored Car													\$0
Background Checks	\$75			\$75			\$75			\$75			\$300
Bottled Water													\$0
Business Cards	\$50			\$50			\$50			\$50			\$200
Certification Enforcment	\$2,000	\$2,000	\$2,000										\$6,000
SAS 70 Audit						\$12,000							\$12,000
Customer Appreciation													\$0
Employment Ads	\$500			\$500			\$500			\$500			\$2,000
Payroll Processing	\$85	\$85	\$85	\$85	\$85	\$85	\$85	\$85	\$85	\$85	\$85	\$85	\$1,023
Keys/Safe & lock rekey													\$0
Letterhead/Envelops													\$0
GPS Tracking	\$40	\$40	\$40	\$40	\$40	\$40	\$40	\$40	\$40	\$40	\$40	\$40	\$480
Mileage Reimb													\$0
Group Health Admin	\$61	\$61	\$61	\$61	\$61	\$61	\$61	\$61	\$61	\$61	\$61	\$61	\$736
New Booths													\$0
A/P Pymnt Processing	\$155	\$155	\$155	\$155	\$155	\$155	\$155	\$155	\$155	\$155	\$155	\$155	\$1,856
Office Supplies	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$1,800
Pagers													\$0
IT Support	\$129	\$129	\$129	\$129	\$129	\$129	\$129	\$129	\$129	\$129	\$129	\$129	\$1,543
Parking Permits/Hang Tag													\$0
Receipt Tape /Batteries	\$806	\$806	\$806	\$806	\$806	\$806	\$806	\$806	\$806	\$806	\$806	\$806	\$9,672
Event Tickets		\$0						\$0					\$0
Valet Tickets		\$0						\$0					\$0
Spitter Tickets		\$0						\$0					\$0
I&E / GL Reporting	\$279	\$279	\$279	\$279	\$279	\$279	\$279	\$279	\$279	\$279	\$279	\$279	\$3,348
Office Rent	\$725	\$725	\$725	\$725	\$725	\$725	\$725	\$725	\$725	\$725	\$725	\$725	\$8,700
Postage/FedEx	\$15	\$15	\$15	\$15	\$15	\$15	\$15	\$15	\$15	\$15	\$15	\$15	\$180
Paris Maintenance	\$120												\$120
Geneva	\$120												\$120
HR Supplies	\$15	\$15	\$15	\$15	\$15	\$15	\$15	\$15	\$15	\$15	\$15	\$15	\$180
Coin bags (\$0.80)	\$120			\$120			\$12			\$120			\$372
Copier	\$450	\$450	\$450	\$450	\$450	\$450	\$450	\$450	\$450	\$450	\$450	\$450	\$5,400
Enforcement Tickets (\$0.35)			\$1,750					\$1,750					\$3,500
Envelopes (\$0.07			\$75					\$75					\$150
Total:	\$5,969.88	\$4,984.88	\$6,809.88	\$3,729.88	\$2,984.88	\$14,984.88	\$3,621.88	\$4,809.88	\$2,984.88	\$3,729.88	\$2,984.88	\$2,984.88	\$60,580.60

LOCATION: Pompano Beach Enforcement

DATE: 9/10/2014

REVISION: 0

LOCATION #: 0
 Return to Summary
LIABILITY INSURANCE

Monthly liability insurance number from financial statement 0

# of spaces:	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Fixed	1,744.00	1,744.00	1,744.00	1,744.00	1,744.00	1,744.00	1,744.00	1,744.00	1,744.00	1,744.00	1,744.00	1,744.00	20,928.00
Variable													-
Total	1,744.00	1,744.00	1,744.00	1,744.00	1,744.00	1,744.00	1,744.00	1,744.00	1,744.00	1,744.00	1,744.00	1,744.00	20,928.00

GROUP INSURANCE

Enter the number of employees by type of coverage Includes 9% increase for 2014

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Single	3	1,323.00	1,323.00	1,323.00	1,323.00	1,323.00	1,323.00	1,323.00	1,323.00	1,323.00	1,323.00	1,323.00	15,876.00
Single + Dep.		-	-	-	-	-	-	-	-	-	-	-	-
Single + Spouse		-	-	-	-	-	-	-	-	-	-	-	-
Family		-	-	-	-	-	-	-	-	-	-	-	-
Total:	3	1,323.00	1,323.00	1,323.00	1,323.00	1,323.00	1,323.00	1,323.00	1,323.00	1,323.00	1,323.00	1,323.00	15,876.00

DAMAGE & REPAIR

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Stolen articles													\$0
Deductible													\$0
Lime / Water spots													\$0
Damage to customers													\$0
vehicle (gate arm)													\$0
Total:	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

ADMINISTRATIVE EXPENSE

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
IT Support (\$35/PC/month)													0
Monthly P/L Generation													0
Payroll Administration													0
Other (Define)													0
Total:	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

UTILITIES

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Electric	\$300	\$300	\$300	\$300	\$300	\$300	\$300	\$300	\$300	\$300	\$300	\$300	\$3,600
Water / Sewer	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$600
Natural Gas													\$0
Total	\$350.00	\$350.00	\$350.00	\$350.00	\$350.00	\$350.00	\$350.00	\$350.00	\$350.00	\$350.00	\$350.00	\$350.00	\$4,200.00

Total

LOCATION: Pompano Beach Enforcement

DATE: 9/10/2014

REVISION 0

LOCATION # 0

[Return to Summary](#)

401K CONTRIBUTION EXPENSE

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
													\$0
													\$0
													\$0
Total:	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

CREDIT CARD PROCESSING FEES

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
	667	667	667	667	667	667	667	667	667	667	667	667	\$8,000
													\$0
													\$0
													\$0
Total:	\$667	\$667	\$667	\$667	\$667	\$667	\$667	\$667	\$667	\$667	\$667	\$667	\$8,000

VEHICLE MAINTENANCE

Please specify:

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
													\$0
Oil Changes	120			120			120			120			\$480
													\$0
													\$0
	\$120	\$0	\$0	\$120	\$0	\$0	\$120	\$0	\$0	\$120	\$0	\$0	\$480

LOCATION: Pompano Beach Enforcement
FL

DATE: 9/10/2014

REVISION: 0

PAYROLL TAX WORKSHEET

Month	Monthly Total	Federal U/C	State U/C	FICA	Workman Comp.	Federal U/C Fica	0.011 0.0765				
January	\$10,568	\$116.24	\$570.65	\$808.41	\$571.70						
February	\$9,269	\$101.96	\$500.55	\$709.12	\$501.48	8	State	U/C Rate	WC Rate	WC Admin	WC Total
March	\$10,568	\$116.24	\$570.65	\$808.41	\$571.70		IN	0.0315	0.0157	0.0030	0.01870
April	\$9,919	\$109.10	\$535.60	\$758.77	\$536.59		NJ	0.0660	0.0563	0.0055	0.06180
May	\$10,568	\$116.24	\$570.65	\$808.41	\$571.70		VA	0.0433	0.0188	0.0045	0.02330
June	\$9,919	\$109.10	\$535.60	\$758.77	\$536.59		NV	0.0120	0.0295	0.0070	0.03650
July	\$10,568	\$116.24	\$570.65	\$808.41	\$571.70		DC	0.0290	0.0198	0.0059	0.02570
August	\$10,243	\$112.67	\$553.12	\$783.59	\$554.15		MD	0.0730	0.0504	0.0059	0.05630
September	\$10,243	\$112.67	\$553.12	\$783.59	\$554.15		LA	0.0010	0.0291	0.0030	0.03205
October	\$10,243	\$112.67	\$553.12	\$783.59	\$554.15		FL	0.0540	0.0482	0.0059	0.05410
November	\$10,243	\$112.67	\$553.12	\$783.59	\$554.15		GA	0.0451	0.0536	0.0059	0.05950
December	\$10,568	\$116.24	\$570.65	\$808.41	\$571.70		NY	0.0640	0.0246	0.0059	0.03050
							MA	0.0488	0.0162	0.0425	0.05870
	\$122,916	\$1,352.08	\$6,637.47	\$9,403.08	\$6,649.76						

	Payroll Proc Per Emp Per Check	Gp Health Admin Per Emp/Yr	A/P Proc Avg/Space Per Yr.	IT Supp Per PC Per Month	I&E - GL Rpt Cost Per Month	TOTAL	
						Per Month	Per Year
Total Facility Spaces		1,355	\$ 1.37			\$ 154.70	\$ 1,856.35
Employees							
Part Time		4					
Full Time		4					
Total	\$ 4.92	8				\$ 85.25	\$ 1,023.05
Total Facility Desktops		1		\$ 128.60		\$ 128.60	\$ 1,543.20
Include Thin Clients - DO NOT INCL System PC's for WPS, Amano, Federal, etc.							
Group Health (No. of Employees in plan)		4	\$ 184.00			\$ 61.33	\$ 736.00
Monthly Reporting, Balancing Checking Acct, Etc.					\$ 279.00	\$ 279.00	\$ 3,348.00
						\$ 708.88	\$ 8,506.60

Attachment B (Fees) - Pier Garage Design/Construction Consulting Services

Parking Manager will provide consulting services related to the design/construction of the Pier Parking Garage at a rate of \$150 per hour, plus reasonable out of pocket expenses. Out of pocket expenses may include postage, copying, any travel required to review the site in person. Consulting fees, inclusive of out of pocket expenses shall not exceed \$10,000.

ATTACHMENT C

City request for proposal, Management of Parking Operations RFP T-43-14

ATTACHMENT C



Florida's Warmest Welcome

**CITY OF POMPANO BEACH
REQUEST FOR PROPOSALS
T-43-14**

MANAGEMENT OF PARKING OPERATIONS

**RFP OPENING: MAY 27, 2014 2:00 P.M.
PURCHASING OFFICE
1190 N.E. 3RD AVENUE, BUILDING C (Front)
POMPANO BEACH, FLORIDA 33060**

April 28, 2014

CITY OF POMPANO BEACH, FLORIDA
REQUEST FOR PROPOSALS
T-43-14
MANAGEMENT OF PARKING OPERATIONS

The City is seeking proposals from qualified firms to provide Parking Operations and Management services to the City of Pompano Beach, FL.

The City will receive sealed proposals until **2:00 p.m. (local), May 27, 2014**, in the City's Purchasing Office, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida, 33060. E-mailed or faxed proposals will not be acceptable.

Introduction

On October 1, 2013, the City of Pompano Beach created a separate Parking Enterprise Fund (the Parking Fund) for the purpose of managing and operating the City's parking assets in a prudent and economically viable manner and to provide transparency of its operations. The City's core goal is to provide a seamless, efficient, customer-friendly, progressive and cost-effective parking system for its stakeholders. The City has undertaken significant master planning efforts and is now investing in its infrastructure in ways that will result in the need for future construction of numerous parking garages and additional metered parking. To maximize the City's return on its investment, the City is hereby soliciting the services of professional parking management firms to operate its system.

The City currently has a total of 1,355 parking spaces (includes Harbor Village lot & N.E. 1st Street spaces) dispersed in three (3) municipal parking lots (Pier, Oceanside & Alsdorf) and two (2) leased lots, with the remainder of spaces encompassing on-street parking. The City has a total of 20 multi-space pay meters and 67 individual (lollipop) meters. The multi-space pay meters, which are supplied by Digital Payment Technologies, currently accept credit cards, cash and coins. During fiscal year 2013, the City generated approximately \$222K in parking citations (5,454 citations) revenue and approximately \$1M in parking revenues. The Current Parking Fund has an annual budget of \$1.2 million.

The multi-space pay meters (Luke I and Luke II) are remotely managed by Enterprise Management System (EMS) software, which allows both pay station configuration and the collection of transaction data to create financial management reports. EMS is a real time web based service utilized by Digital Payment Technologies (current multi-space pay meter vendor) to provide information on the status of parking spaces and to provide information for auditing and revenue reporting. Additionally, the pay stations are managed offline and online with Back Office Support System Software (BOSS) to configure all operating aspects for the meters (e.g. adding meters to the network, language settings for interface menus, establishing/adjusting parking fees, and credit card processing).

Parking Enforcement is currently provided through a Policing Services agreement with the Broward Sheriff's Office (BSO). The City is exploring an opportunity to include provision of

these services by Proposers. Parking operations currently falls under the direction of the Public Works Department of the City.

Attached to this document is **Attachment A & Attachment B**, which provides an inventory of parking meters with current locations and a map indicating geographic location of meters in the City, respectively. Proposers are required to independently verify this inventory as part of their due diligence. The City makes no representations as to the accuracy of this inventory.

The City is currently exploring the construction of a 500 space pier parking garage and over the next years will also be contemplating the construction of several other parking garages throughout the City.

1. Scope Of Services

Proposers or its employees must have at least three (3) years of experience managing municipal parking operations and must be able to service an office within the City of Pompano Beach. Proposers must have on its staff at least one (1) senior level manager that possesses on-street, parking lots and parking garage management experience, inclusive of parking enforcement experience.

The successful Proposer shall/may be responsible for providing, at a minimum, the following services:

Meter Enforcement

- a. Patrol of and enforcement for single-space, multi-space meters and parking lots, inclusive of issuance of parking citations for all parking violations throughout the City, in accordance with City ordinance. Proposer would be responsible for providing sufficient personnel to issue parking violation citations at a level of enforcement specified by the City. **Proposer must submit separate pricing for this enforcement activity in its proposals.** Proposer must be capable of providing this service seven days a week, 24 hours a day, and Proposers pricing must reflect such.
- b. Provide for all support vehicles, office and computer equipment as required to perform the day-to-day operations of the parking program. Proposers are responsible for any Internet service connections fees, as a result of any remote access to the City's network. Proposers, as part of their response, must include an itemization of anticipated support vehicles needed per the scope of services being solicited. Proposers would be responsible for all associated maintenance costs.
- c. Coordination of the installation and maintenance of parking meters, pay stations and change machines. The Proposer shall provide price quotes for both purchase and lease options, at the City's discretion when new parking equipment is to be acquired by the City directly. Equipment type and installation shall be in accordance with standards issued by the City. Requests for the repair of all parking equipment and appurtenances shall be requested, within twenty-four (24) hours of Proposer becoming aware of defects, from the City's provider and must be repaired or replace within forty-eight (48) hours or in accordance with

provider contractual terms. All purchases must conform to the City's purchasing policies and procedures.

- d. Currently, the City's citation issuance process utilizes ticket books and is a highly manual process, which involves the manual input of citations into the City's citations database. It is the City's intention to utilize hand held ticket issuance devices ("TIDs") to automate this process. As part of response to proposal, Proposer must provide recommendations (inclusive of prices) for hand held ticket issuance devices ("TID"), which allows enforcement personnel to conduct enforcement on tablets or similar devices. The TID should be user-friendly and include software that allows enforcement personnel to take pictures to support issuance of parking violations and allow for attachable print devices. It is expected that TID should be compatible with the City's current software application provider, SunGard HTE, to allow for the download of citation information from SunGard's citation database system to the TIDs and upload from the TIDs to SunGard. This will allow for automation of citation input and tracking identifying violators with multiple violations outstanding. Proposer's bid price should be reflected of this planned automation of the process.
- e. Monitoring, ordering and stocking of expendable products for meters (i.e. printer ink and printer paper). Proposers will have access to Parking Enterprise Budget for such expenses and must submit requests for processing payments via the City's normal purchasing and accounts payable process.
- f. Utilization of Enterprise Management System (EMS) Back Office Support System (BOSS) Software to re-program meters, as necessary.
- g. Manage and oversee the use of any third party programs (i.e. Passport Parking--pay-by-phone) by the City to support its parking activities.
- h. Provide boots for habitual parking enforcement violations. **Note:** the City has not enacted this policy as of yet, but may contemplate in the near term. Proposer should provide a narrative as to their experience with the use of such devices and at what point other clients have placed boots on vehicles.
- i. Provide for towing, as applicable. The cost for this component of the contract should be separately identifiable.
- j. Coordinating the repair or needed maintenance of any field parking software systems with the City's designated vendor(s).
- k. Provide employees with identifiable badges and uniforms, as approved by the City. All vehicles must also have appropriate identifiable marks to indicate Proposer's affiliation with the City of Pompano Beach Parking Services, subject to City approval. As part of proposal, Proposers must provide color pictures of what possible uniforms and vehicle decals might look like with the City's logo (Florida's Warmest Welcome).
- l. Enforcement personnel assigned to the contract should be appropriately trained and possess all required certifications and/or licenses for issuing non-moving

violations. It is further Proposer's responsibility (at own expense) to provide for pre-screening background checks for all personnel to be assigned to the City.

- m. Fielding customer inquiries and complaints related to the parking program.
- n. Provide annual reporting (within 90 days of fiscal year end) to the City describing the current state of parking enforcement activity. The report should, at a minimum, indicate no. of citations issued for the previous fiscal year (October 1st through September 30th), no. of enforcement personnel writing citations, no. of citations issued per staff member writing citations and any recommendations for improvements to operations detailing any associated costs. As part of proposal, proposer must provide any recommended benchmark or national standard for expected no. of citations to be written monthly or annually per citation personnel etc., based on the size/structure of the City's parking space program. Proposer must also describe any internal mechanism utilized by their management staff to monitor the performance of enforcement personnel, in this regard. A copy of citation database generated report must be provided as part of the package, which should reconcile to no. of citations indicated as issued in the annual report.
- o. Provide, as part of the required annual reporting, an annual survey to City of neighboring cities parking rates, at Proposer's own expense.
- p. Assistance and consultation with the City, as necessary in any enhancement, change or modification of its parking enforcement program.
- q. Assistance in implementing parking programs, including working with businesses, neighborhood groups, and other organizations, as needed.

Citation Management

- a. Proposer will be responsible for processing and maintaining a database of parking tickets issued.
- b. Inputting citations issued within 48 hours of issuance, including those written by BSO personnel.
- c. Generate letters to violators within fourteen (14) calendar days of violation being issued, to include assessment of late fees.
- d. Fielding customer inquiries and complaints related to citations. Proposer must provide a phone, fax and email address to which violators may direct inquiries. Such must be indicated on the parking citation issued. Proposer must also coordinate requests by violators for a court date to contest citations and coordinate such efforts with the City Attorney's Office. Also, attend enforcement court proceedings for disputed citations and follow through with hearing officers' decisions, as necessary.
- e. City will provide for a local office within the boundaries of the City whereby customers may visit to make inquiries about or appeal parking citations issues or for general parking inquiries.

- f. Quarterly, coordinate with the City's Information Technology Department, to generate a report of outstanding parking citations older than ninety (90) days. Export information to excel and email to the City's Finance Department for referral to the City's outside collection agency. **Note:** The City's system automatically adds a collection fee (i.e. 17%) to each citation amount due once this process has been activated. If Proposer would be utilizing its own accounting systems for input of citations and processing cash receipts, Proposer would be responsible for generating a query of parking citations outstanding for ninety (90) days or greater, exporting detailed information for each citation to excel and submitting such report to the City's Finance Department for referral to the outside collection agency. Once Finance Department forwards accounts to collections, Proposer would be notified and must add collection fee to outstanding balance for each violator's account to reflect new amount due. As an example, if violator owes \$47 initially, a 17% collection fee would require amount owed to be adjusted to \$54.99. Proposer's systems must be able to separately identify initial violation and penalties collected from any collection fee amounts collected.

Cash Receipts Collection, Handling and Processing

Proposers must provide pricing for the two options listed below:

Option 1: City Systems Utilized for Processing & Recording of Transactions

- a. Proposer will be responsible for processing and maintaining a database of parking tickets issued by utilizing the City's current citation management system, a component of SunGard HTE. Selected vendor would be granted remote access to the City's system.
- b. Proposer would be responsible for daily collection and delivery of cash and coins extracted from parking meters to the City's Treasury Division located at City Hall. Proposer would be responsible for delivery of cash and coins to the Treasury Division at least three (3) days a week (weekday-every other day). However, for special events or holidays, proposer shall make more frequent deliveries. For special events or holidays falling on the weekends, whereby it may be necessary to empty the meters on a weekend, Proposer would be responsible for maintaining coins/cash in a safe (combination & key, with limited staff access) at Proposer's local office until such time as delivery to City Hall is possible, during in normal operating hours. Meter generated audit reports must accompany collections (with the exception of lollipop extractions) from pay by space meters and provided to Treasury for reconciliation to the actual collections.
- c. Parking citation payments will be made at the City's Treasury Division, currently located on the 1st Floor of City Hall, and processed through the City's cash receipts system.

Option 2: Proposer Systems Utilized for Processing & Initial Recording of Transactions

- a. Proposer will be responsible for processing and maintaining a database of parking tickets issued by utilizing its own database management system and to record receivables and deferred revenue for all citations written, and cash and revenues as receipts are processed. City staff must be provided inquiry access to such system.
- b. Proposers would be responsible for the collection of all parking citation payments at its local office site and entry into Proposer's own cash receipts system. Such cash receipts system must accommodate a triple copy receipts system with customer obtaining original, Proposer maintaining a copy and a copy being remitted to the City's Treasury Division. At a minimum, such receipt should indicate the parking citation no., receipt no., the date paid, the amount paid, and nature of payment (i.e. parking citation). Proposer would be responsible for the processing of such receipts for bank deposit with City providing for daily pickup of bank deposits by an armed security service. Proposer would be required to submit a copy of the bank deposit slip and a report from Proposers cash receipts system, reconciled to the bank deposit slip amount to the City's Treasury Division. For non-sufficient funds (NSF) payments made via check, the City's Treasury Division will inform Proposer of such for update of provider's records. Proposer would be responsible for assessing the NSF fee (in accordance with City policy) to the violator and updating Proposer's financial records accordingly. All reporting to the City's Treasury Division must be inclusive of a cash receipts processing report and must be provided within 24 hours of processing of transactions.
- c. Daily collection of cash and coins extracted from parking meters. Under this Option, Proposer would accept these funds at its local office site and process the receipts in its own cash receipts system. Proposers would be responsible for generating meter audit reports (with the exception of lollipop meter extractions) to accompany each extraction of cash and coins from the meters and reconcile to the coin/cash counts. Proposers would be responsible for taking a physical count of cash and coins (a coin counter would be necessary) and completing a bank deposit slip(s) for deposit of the meter collections. City would provide daily-armed service pickup for physical deposit of meter collections to the bank. Proposer must arrange for deposit and pickup of meter collections within 48 hours of collection from meters. For special events or holidays, proposer shall make more frequent visits to the meters for collection of coins/cash as such volume of activity might warrant such. Proposer must provide for a secure safe (combination & key, with limited staff access) at local office site to hold meter collections pending armed service pickup. Proposer must provide a copy of the meter audit report, reconciliation of physical count to individual meter audit report and a copy of bank deposit slip for each bank deposit processed. Such must be provided timely to the City's Revenue Collections Division via mail or email as follows:

City of Pompano Beach
100 W. Atlantic Blvd., Rm 135
Pompano Beach, FL 33060
ATTN: Revenue Collections Manager
or
Linda.dye@copbfl.com with copy to
Giselle.wishinsky@copbfl.com

Separate ledger accounts would need to be established by lots/locations as follows:

- Municipal Pier Lot
- Oceanside Lot
- Beach Parking Lot
- Alsdorf Lots
- Street Parking Meters
- Harbor Village/N.E. 1st Street

Proposer would be required to provide a report to the City's Treasury Division for each deposit to indicate the locations of each collection for each bank deposit as stated above. All reporting to the City's Treasury Division must be inclusive of a cash receipts processing report and must be provided within 24 hours of processing of transactions.

- a. Proposer would be responsible for administering the City's residential parking permit program. The City currently issues approximately 200 residential parking permits per year for its Oceanside and Municipal Pier Lots. The City issues semi-annual permits at a price of \$30 and annual permits at a price of \$60, based on certain qualifying criteria (i.e. proof of residency). Proposer would be required to process and record receipts related to this program. Such cash receipts system must accommodate a triple copy receipts system with customer obtaining original, Proposer maintaining a copy and a copy being remitted to the City's Treasury Division. At a minimum, such receipt should indicate the parking permit no., receipt no., the date paid, the amount paid, and nature of payment (i.e. residential parking permit). Proposer would prepare bank deposit slips for this activity and the City would provide for daily-armed service pickup of such deposits. Proposer would be responsible for recording this activity in a dedicated system account (i.e. residential parking permits) and must submit a copy of the bank deposit slip, a cash receipts report and a reconciliation of the two to the City's Treasury Division. Proposer would be responsible for maintaining all applications and proof of qualification for each permit issued, in accordance with the City's records retention policy.
- b. Any request for refunds pertaining to any of the activities discussed above must be handled by the City's Treasury Division and communicated to Proposer for update of Proposer's records and systems.

- c. Proposers would be responsible for voiding any transactions, in accordance with City's established practices and must provide a reporting of such to the City's Treasury Division within 24 hours of processing.
- d. Proposer would be responsible for establishing an online system to allow violators to make credit/debit card payments via a secure website (complying with all regulatory requirements). Proposer would be responsible for ensuring such system is PCI compliant and on an annual basis must submit report to Visa/MC as such. Proposer would be responsible for the posting of these online payments to Proposer's cash receipts system. Proposer would be responsible for linking online receipts directly to the City's designated bank account for daily deposit and submittal of cash receipts reports to the City's Treasury Division within 24 hours of processing.
- e. Should the City elect **Option 2**, Proposer would be responsible for having an annual review of the design and operating effectiveness of its system of internal controls performed annually, by a certified independent accountant, and provide a copy of the report (Report on Controls at a Service Organization) to the City's Finance Director or designee. Such a report will be in accordance with the requirements of Statement on Standards for Attestation Engagements No. 16, as issued by the American Institute of Certified Public Accountants.
- f. Currently, the City's Information Technology Department (IT) provides citation information to the State of Florida Division of Motor Vehicles (the State) to allow the State to place a hold on violators, whereby tag renewal will be delayed if violators have at least three (3) regular unpaid citations or one (1) unpaid handicap citation. The State also provides detailed information for violators (i.e. addresses, DL# etc.) directly to the City to allow for the mailing of letters to violators and assist in follow-up collection efforts. Should Proposer elect **Option 2**, Proposer would be responsible for establishing an infrastructure to allow for this two-way communication and ensuring compatibility of Proposer's system with the State's system, to allow for this interface of data.
- g. Within thirty (30) days from City's fiscal year end (September 30th), Proposer would be responsible for providing an aging report of outstanding parking citation receivables (at fiscal year-end) to the City's Finance Department.

General Requirements

- a. Proposer (all parties to the Agreement) must be licensed to do business in the State of Florida and must obtain a business tax receipt for the City and Broward County, prior to commencement of services.
- b. Proposer must staff a temporary office within the limits of the Pompano Beach, to be provided by the City, to generally contain the management of the parking program, inclusive of accepting customer inquiries, acceptance and processing of payments (assumes City elects **Option 2**)

and issue late notices for overdue payment of citations etc. The intent of the City is to eventually provide a permanent location within the pier parking garage upon its completion and the City will provide a temporary site for the temporary office within reasonable proximity to the beach/pier area immediately, at City's expense. It is Proposer's responsibility to provide for all costs associated with staffing and operating the location within Proposer's budgeted costs.

- c. Handle all customer service associated with the parking program.
- d. It is anticipated that the City will be designing and constructing a 500-space pier parking garage within the next 1.5 to 2 years. Proposers are required to propose a tentative separate price structure to contemplate the management of the garage, to include provision of valet parking (approximately 100 spaces in pier garage) for beach parking and future restaurant locations in the Pier Redevelopment area. Such proposed pricing structure should present a line item detail of all costs to be covered in proposer's budget and should be specific as to what will be included in proposer's budget, as well as what would be excluded or Proposers may indicate as "optional" services. Proposer's management structure should be discussed. Proposer must discuss client references (name of client, contact name, title, phone, email) for which similar services have been provided within the past three (3) years, including, but not be limited to contractual arrangement for compensation
- e. Provide weekly, monthly and annual reports as may be required by the City.
- f. The Proposer may propose the purchase of equipment, data software and information systems relating to and associated with the day-to-day operations of the parking management program to enhance operating efficiency, with prior approval of the City. All purchases must be in accordance with City policies and procedures. All program specific products purchased by the Proposer on behalf of the City shall upon termination of the Contract remain the property of the City.
- g. Coordinate the implementation of any changes in the City's parking rates or policies.
- h. Provide for an annual review of the design and operating effectiveness of Proposer's system of internal controls performed annually, by a certified independent accountant, and provide a copy of the report (Report on Controls at a Service Organization) to the City's Finance Director or designee. Such a report will be in accordance with the requirements of Statement on Standards for Attestation Engagements No. 16, as issued by the American Institute of Certified Public Accountants.
- i. As part of Proposal, Proposer must submit, at a minimum, compiled financial statements to indicate financial capacity to provide the services

herein, without interruption. Proposer may choose to submit reviewed or audited financials instead.

- j. Coordinate special City events with City staff.
- k. Within 6 months of hire, meet with City and CRA staff and review current parking operations and provide a report to the City Manager with observations and recommendations etc. May include new technologies, payment acceptance methods, additional meter locations, garage locations, marketing, signage, experience/suggestions for a 100% cashless system etc.

Any reasonably related services upon request.

2. **Term of Contract**

The City anticipates awarding a Service Provider Agreement for a term of three (3) years with an option for one (1) additional term of two (2) years, for a possible total of five (5) years. Hourly rates and all other negotiated expenses will remain in effect throughout the duration of the contract term, including the optional renewal term, unless mutually agreed upon by both parties. Additional services and responsibilities may be added to this agreement as agreed upon by both parties.

3. **Small Business Enterprise Program**

The Pompano Beach City Commission has established a voluntary Small Business Enterprise (SBE) Program to encourage and foster the participation of Small Business Enterprises in the central procurement activities of the City. The City of Pompano Beach is strongly committed to ensuring the participation of Small Business Enterprises (SBE's) as contractors and subcontractors for the procurement of goods and services. The definition of a SBE, for the purpose of the City's voluntary program, is taken from the State of Florida Statute 288.703(1).

As of the date of publication of this solicitation, a small business means an independently owned and operated business concern that employs 200 or fewer permanent full-time employees and that, together with its affiliates, has a net worth of not more than \$5 million or any firm based in Florida that has a Small Business Administration 8(a) certification. As applicable to sole proprietorships, the \$5 million net worth requirement shall include both personal and business investments.

The City encourages all firms to undertake good faith efforts to identify appropriate Small Business Enterprise partners. Sources of information on certified Small Business Enterprises include the Broward County Small Business Development Division, the State of Florida Office of Supplier Diversity, South Florida Water Management District, and other agencies throughout the State. The City includes links to these organizations from the City's website www.pompanobeachfl.gov. Please indicate in your response if your firm is a certified Small Business Enterprise.

Please note that, while no voluntary goals have been established for this solicitation, the City encourages small business participation in *all* of its

procurements.

4. Local Business Program

On March 23, 2010, the City Commission approved a Resolution establishing a Local Business Program, a policy to increase the participation of City of Pompano Beach businesses in the City's procurement process.

You can view the list of City businesses that have a current Business Tax Receipt on the City's website, and locate local firms that are available to perform the work required by the bid specifications. The business information, sorted by business use classification, is posted on the webpage for the Business Tax Receipt Division: http://pompanobeachfl.gov/pages/department_directory/development_services/business_tax_receipt_division/pdfs/FAQ_sheet_BTR.pdf or you may contact Susan Kores at the Pompano Beach Community Redevelopment Agency Business Resource Center at (954) 586-1199 or at susan@iedfl.com.

Please note that, while no voluntary goals have been established for this solicitation, the City encourages Local Business participation in *all* of its procurements. Proposers interested in local business participation are encouraged as part of their proposal package to discuss planned efforts in this respect.

5. Required Proposal Submittal

Submission/Format Requirements

Submit one (1) original unbound and five (5) bound copies of the proposal. All copies will be on 8 ½" x 11" plain white paper, typed, and signed by an authorized representative who is able to contractually bind the Proposer. In addition, Proposers must submit one (1) original copy of the Proposal on electronic media in printable Adobe or Microsoft Word format (or other format approved by the City). Failure to adhere to the submittal quantity criteria may result in the Proposal being considered non-responsive.

Information to be included in the proposal: In order to maintain comparability and expedite the review process, it is required that proposals be organized in the manner specified below, with tabs or dividers between the sections:

Title page:

Show the project name and number, the name of the Proposer's firm, address, telephone number, name of contact person and the date.

Table of Contents:

Include a clear identification of the material by section and by page.

Letter of Transmittal:

Briefly state the Proposer's understanding of the project and express a positive commitment to provide the services described herein. State the name(s) of the person(s) who will be authorized to make representations for the Proposer, their title(s),

office and E-mail addresses and telephone numbers. Please limit this section to two pages.

Scope of Services:

For each item listed under scope of services, proposers are required to provide a narrative discussing each respective area, to include, but not be limited to:

- a. Discussion of experience and ability to manage a 500 space parking garage, to include any experience in operating a valet service. Discussion should include proposed contract structure in terms of Proposer compensation and any general revenue split arrangements generally contemplated. May also include discussion of how the garage might be manned or not, based on entry and exit points, pay meters etc. Should also include Proposer's experience with other client references as discussed above.
- b. Discussion of number of personnel anticipated to be assigned to the contract, to include title and duties, at a minimum.
- c. Discussion of vehicles to be assigned to the contract, type, description etc.
- d. Discussion of benchmarks and/or national standards against with performance of parking operations may be measured, to include parking enforcement activity.
- e. Discussion of any proposed general improvements already observed per Proposer's own due diligence in preparing proposal.
- f. Discussion of experience with placing boots on parking violators vehicles.
- g. Discussion of hand held ticket devices and recommendations of specific TIDs.
- h. Discussion of any parking program analysis reports prepared for previous clients. Proposer must include an example (s) in proposal submittal.
- i. Discussion of proposed monitoring mechanisms for monitoring the performance of personnel, as it relates to administration of the parking enforcement function.
- j. Discussion of cash receipts processing and recording capacity and internal controls in place to ensure accurate and complete collection, recording and reconciliation of transactions. In addition, discuss planned segregation of duties for collection, recording, cashier drawer balancing procedures (to include reconciliation of opening cash drawer amount, daily receipts and cash receipts system report reconciliation) a, deposit and reconciliation of all parking related revenues, should the City elect **Option 2** above.
- k. Discussion of the City's current parking rate structure of \$1.25 per hour (unadjusted for peak days/hours/locations) and any recommendations based on prior clients or general industry practice. City also currently has a boat launch and charges \$10 for a 24-hour period to park a boat trailer.
- l. Discussion of planned collection efforts to maximize collections on outstanding parking citations. Proposers should incorporate specific experience/success in this area with other client references to include client name, contact name, title, phone, email, etc. and approximate value or receivables managed, annual collections and annual collection rate for client's most recent fiscal year.
- m. Discussion on any proposed efforts to enhance collections on parking citations written for out of state violators.
- n. Discussion of transition plan, inclusive of detailed tasks to be completed, and planned coordination effort with BSO, the City's current parking enforcement partner.
- o. Discussion of anticipated timeframe from contract award to being fully operational.

Fees & Costs:

Proposer must provide a line item budget for fees for all contract years, including any optional renewal periods. In narrative, please discuss basis for each annual escalator, if applicable (i.e. specific consumer price index).

Include a concise narrative with sufficient detail indicating the proposed approach to providing the required services, including a description of the types and qualities of service that would be provided. Provide a cost for each of the major services provided along with the estimated number of expected work hours for each qualified staff.

Proposer must itemize all costs to complete all necessary tasks as described under Scope of Services. Miscellaneous expenses should be adequately described. Proposer must be clear as what is included in price proposal, what is excluded and what might be optional.

References:

Submit a client reference list, including name of contact, firm and/or governmental entity, address, telephone number and type of service provided to each reference. At least Three (3) references should be for clients within Broward, Dade, or Palm Beach Counties if applicable, with an emphasis on event or recreational type of facilities with more than 1,000 parking spaces.

Litigation:

Disclose any litigation within the past five (5) years arising out your firm's performance.

City Forms:

The RFP Proposal Signature Page must be completed, signed and returned. Proposer should return all RFP pages, initialed where indicated.

6. Insurance

The insurance described herein reflects the insurance requirements deemed necessary for this contract by the City. It is not necessary to have this level of insurance in effect at the time of submittal, but certificates indicating that the insurance is currently carried or a letter from the Carrier indicating upgrade ability will speed the review process to determine the most qualified Proposer.

The successful Proposer(s) shall not commence operations until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach Risk Manager.

The following insurance coverage shall be required.

- a. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees). The Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

- b. Liability Insurance

- 1) Naming the City of Pompano Beach as an additional insured, on General Liability Insurance only, in connection with work being done under this contract.
- 2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

LIMITS OF LIABILITY

Type of Insurance	each occurrence	aggregate
GENERAL LIABILITY: <i>MINIMUM \$1,000,000 per OCCURRENCE / \$1,000,000 AGGREGATE</i>		
* Policy to be written on a claims incurred basis		
XX comprehensive form		
XX premises - operations	bodily injury	
___ explosion & collapse hazard	property damage	
___ underground hazard		
XX products/completed operations hazard	bodily injury and property damage	
XX contractual insurance	combined	
XX broad form property damage		
XX independent contractors		
XX personal injury	personal injury	

AUTOMOBILE LIABILITY: *MINIMUM \$1,000,000 per OCCURRENCE / \$1,000,000 AGGREGATE*

	bodily injury (each person)	
	bodily injury (each accident)	
XX comprehensive form	property damage	
XX owned	bodily injury and property damage	
XX hired	combined	
XX non-owned		

REAL & PERSONAL PROPERTY

___ comprehensive form Consultant must show proof they have this coverage.

EXCESS LIABILITY

___ umbrella form bodily injury and property damage

	other than umbrella	combined	\$2,000,000.	\$2,000,000.
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XX	PROFESSIONAL LIABILITY		\$1,000,000.	\$1,000,000.
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* Policy to be written on a claims made basis

The certification or proof of insurance must contain a provision for notification to the City thirty (30) days in advance of any material change in coverage or cancellation.

The successful Proposer shall furnish to the City the certification or proof of insurance required by the provisions set forth above, within ten (10) days after notification of award of contract.

7. Selection/Evaluation Process

A Selection/Evaluation Committee will be appointed to select the most qualified firm(s). The Selection/Evaluation Committee will present their findings to the City Commission.

Proposals will be evaluated using the following criteria.

<u>Criteria</u>	<u>Point Range</u>
A. Experience and Expertise	0-35
Previous related work experience and qualifications of firm and personnel. Demonstrates a clear understanding of scope of work and other technical or legal issues related to the project.	
B. References	0-5
History and performance of firm/project team on similar projects. References and recommendations from previous clients.	
C. Resources and Methodology	0-15
Adequacy of amount of quality resources assigned to the project. Overall approach to project. Consideration of services provided and approach to meeting goals and deadlines.	
D. Location of Regional Office	0-5
Proximity to Pompano Beach Office location.	
E. Cost	0-40
Including the proposed mark up (indicate what benefits are included and amount of the mark up) for field staff, costs for management and the proposed fee structure.	
Total	0-100

The Committee has the option to use the above criteria for the initial ranking to short-list Proposers and to use an ordinal ranking system to score short-listed Proposers

following presentations (if deemed necessary) with a score of "1" assigned to the short-listed Proposer deemed most qualified by the Committee.

Each firm should submit documentation that evidences the firm's capability to provide the services required for the Committee's review for short listing purposes. After an initial review of the Proposals, the City may invite Proposers for an interview to discuss the proposal and meet firm representatives, particularly key personnel who would be assigned to the project. Should interviews be deemed necessary, it is understood that the City shall incur no costs as a result of this interview, nor bear any obligation in further consideration of the submittal.

When more than three responses are received, the committee shall furnish the City Commission (for their approval) a listing, in ranked order, of no fewer than three firms deemed to be the most highly qualified to perform the service. If three or less firms respond to the RFP, the list will contain the ranking of all responses.

The City Commission has the authority to (including, but not limited to); approve the recommendation; reject the recommendation and direct staff to re-advertise the solicitation; or, review the responses themselves and/or request oral presentations and determine a ranking order that may be the same or different from what was originally presented to the City Commission.

8. Hold Harmless and Indemnification

Proposer covenants and agrees that it will indemnify and hold harmless the City and all of its officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the Proposer, whether direct or indirect, or whether to any person or property to which the City or said parties may be subject, except that neither the Proposer nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of the City or any of its officers, agents or employees.

9. Retention of Records and Right to Access

The selected firm shall maintain during the term of the contract all books of account, receipt invoices, reports and records in accordance with generally accepted accounting practices and standards. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. Recommendation for changes, additions, or deletions by the City's Internal Auditor must be complied with by the selected firm. The City's Internal Auditor must be permitted during normal business hours to audit and examine the books of account, reports, and records relating to this contract. The selected firm shall maintain and make available such records and files for the duration of the contract and retain them until the expiration of three years after final payment under the contract.

10. Communications

No negotiations, decisions, or actions shall be initiated or executed by the firm as a result of any discussions with any City employee. Only those communications, which

are in writing from the City, may be considered as a duly authorized expression on behalf of the City. In addition, only communications from firms that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of firms.

11. No Discrimination

There shall be no discrimination as to race, sex, color, age, religion, or national origin in the operations conducted under any contract with the City.

12. Independent Contractor

The selected firm will conduct business as an independent contractor under the terms of this contract. Personnel services provided by the firm shall be by employees of the firm and subject to supervision by the firm, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this agreement shall be those of the firm.

13. Staff Assignment

The City of Pompano Beach reserves the right to approve or reject, for any reasons, Proposer's staff assigned to this project at any time. Background checks may be required.

14. Contract Terms

The contract resulting from this RFP shall include, but not be limited to the following terms:

The contract shall include as a minimum, the entirety of this RFP document, together with the successful Proposer's proposal. Contract shall be prepared by the City of Pompano Beach City Attorney.

If the City of Pompano Beach defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of the contractor, its employees, agents or servants during the performance of the contract, whether directly or indirectly, contractor agrees to reimburse the City of Pompano Beach for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

15. Waiver

It is agreed that no waiver or modification of the contract resulting from this RFP, or of any covenant, condition or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, duly executed as above. The parties agree that the provisions of this paragraph may not be waived except by a duly executed writing.

16. Survivorship Rights

This contract resulting from this RFP shall be binding on and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representative, successors and assigns.

17. Termination

The contract resulting from this RFP may be terminated by the City of Pompano Beach without cause upon providing contractor with a least sixty (60) days prior written notice.

Should either party fail to perform any of its obligations under the contract resulting from this RFP for a period of thirty (30) days after receipt of written notice of such failure, the non-defaulting part will have the right to terminate the contract immediately upon delivery of written notice to the defaulting part of its election to do so. The foregoing rights of termination are in addition to any other rights and remedies that such party may have.

18. Manner of Performance

Proposer agrees to perform its duties and obligations under the contract resulting from this RFP in a professional manner and in accordance with all applicable local, federal and state laws, rules and regulations.

Proposer agrees that the services provided under the contract resulting from this RFP shall be provided by employees that are educated, trained and experienced, certified and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish the City of Pompano Beach with all documentation, certification, authorization, license, permit, or registration currently required by applicable laws or rules and regulations. Proposer further certifies that it and its employees are now in and will maintain good standing with such governmental agencies and that it and its employees will keep all license, permits, registration, authorization or certification required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of contract.

19. Acceptance Period

Proposals submitted in response to this RFP must be valid for a period no less than ninety (90) days from the closing date of this solicitation.

20. RFP Conditions and Provisions

The completed and signed proposal (together with all required attachments) must be returned to City on or before the time and date stated herein. All Proposers, by submission of a proposal, shall agree to comply with all of the conditions, requirements and instructions of this RFP as stated or implied herein. All proposals and supporting materials submitted will become the property of the City.

Any alteration, erasure, or interlineations by the Proposer in this RFP shall constitute cause for rejection. Exceptions or deviations to this proposal may not be added after the submittal date.

All Proposers are required to provide all information requested in this RFP. Failure to do so may result in disqualification of the proposal.

The City reserves the right to postpone or cancel this RFP, or reject all proposals, if in its sole discretion it deems it to be in the best interest of the City to do so.

The City reserves the right to waive any technical or formal errors or omissions and to reject all proposals, or to award contract for the items herein, in part or whole, if it is determined to be in the best interests of the City to do so.

The City shall not be liable for any costs incurred by the Proposer in the preparation of proposals or for any work performed in connection therein.

21. Standard Provisions

a. Governing Law

Any agreement resulting from this RFP shall be governed by the laws of the State of Florida, and the venue for any legal action relating to such agreement will be in Broward County, Florida.

b. Conflict Of Interest

For purposes of determining any possible conflict of interest, each Proposer must disclose if any City employee is also an owner, corporate officer, or an employee of the firm. If any City employee is an owner, corporate officer, or an employee, the Proposer must file a statement with the Broward County Supervisor of Elections pursuant to § 112.313, Florida Statutes.

c. Drug Free Workplace

The selected firm(s) will be required to verify they will operate a "Drug Free Workplace" as set forth in Florida Statute, 287.087.

d. Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

e. Patent Fees, Royalties, And Licenses

If the selected Proposer requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the selected Proposer and his surety shall indemnify and hold harmless the City from any and all claims for infringement by reason of the use of any such patented design, device, trademark, copyright, material or process in connection with the work agreed to be performed and shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during or after completion of the work.

f. Permits

The selected Proposer shall be responsible for obtaining all permits, licenses, certifications, etc., required by federal, state, county, and municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform to the requirements of said legislation.

g. Familiarity With Laws

It is assumed the selected firm(s) will be familiar with all federal, state and local laws, ordinances, rules and regulations that may affect its services pursuant to this RFP. Ignorance on the part of the firm will in no way relieve the firm from responsibility.

h. Withdrawal Of Proposals

A firm may withdraw its proposal without prejudice no later than the advertised deadline for submission of proposals by written communication to the General Services Department, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida 33060.

i. Composition Of Project Team

Firms are required to commit that the principals and personnel named in the proposal will perform the services throughout the contractual term unless otherwise provided for by way of a negotiated contract or written amendment to same executed by both parties. No diversion or substitution of principals or personnel will be allowed unless a written request that sets forth the qualifications and experience of the proposed replacement(s) is submitted to and approved by the City in writing.

j. Variances

While the City allows Proposers to take variances to the RFP terms, conditions, and specifications, the material nature, number, and extent of variances taken will be considered in determining proposal responsiveness and in allocating proposal evaluation points.

k. Invoicing/Payment

All invoices should be sent to City of Pompano Beach, Accounts Payable, P.O. Drawer 1300, Pompano Beach, Florida, 33061. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of a proper invoice.

l. Public Records

1. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:
 - a. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
 - b. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;
 - c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
 - d. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.
2. The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce the Default in accordance with the provisions set forth herein.

22. Questions and Communication

All questions regarding the RFP are to be submitted in writing to the Purchasing Office, 1190 N.E. 3rd Avenue, Building C (Front), Pompano Beach, Florida 33060, fax (954) 786-4168, or email purchasing@copbfl.com. All questions must include the inquiring firm's name, address, telephone number and RFP name and number. Questions must be received at least seven (7) calendar days before the scheduled solicitation opening. Oral and other interpretations or clarifications will be without legal effect. Any addendum necessary to answer questions will be posted to the City's website, and it is the Proposer's responsibility to obtain all addenda before submitting a response to the solicitation.

23. Addenda

The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this solicitation the City will attempt to notify all known prospective Proposers, however, it shall be the responsibility of each Proposer, prior to submitting their response, to contact the City Purchasing Office at (954) 786-4098 to determine if addenda were issued and to make such addenda a part of their proposal.

PROPOSAL SIGNATURE PAGE
RFP T-43-13, MANAGEMENT OF PARKING OPERATIONS

To: The City of Pompano Beach, Florida

The below signed hereby agrees to furnish the proposed services under the terms stated subject to all instructions, terms, conditions, specifications, addenda, legal advertisement, and conditions contained in the RFP. I have read the RFP and all attachments, including the specifications, and fully understand what is required. By submitting this signed proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this proposal.

Proposal submitted by:

Name (printed) _____ Title _____

Company (Legal Registered) _____

Federal Tax Identification Number _____

Address _____

City/State/Zip _____

Telephone No. _____ Fax No. _____

Signature _____ Date _____

Addendum Acknowledgment - Proposer acknowledges that the following addenda have been received and are included in his/her proposal:

Addendum No. _____ Date Issued _____

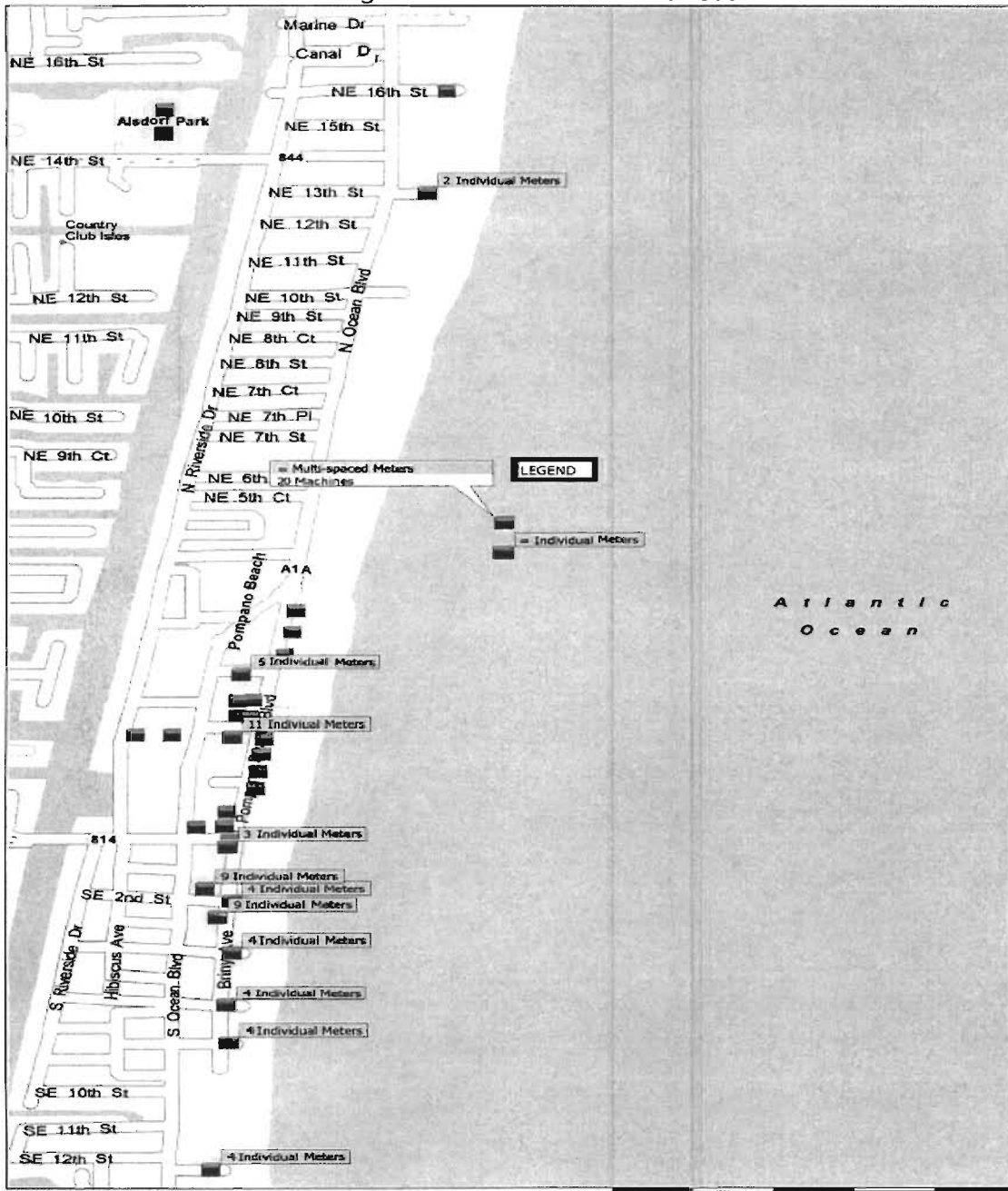
ATTACHMENT "A"

Lot	Machine Serial Numbers
Pier, Spaces 001 to 323	
Machine 1 NE	300009420069
Machine 2 NW	300009420070
Machine 3 SW	300009420071
Machine 4 SE	300009420074
Oceanside	
Machine 7 West Side	300010270008
Machine 8 East Side	300010270010
Parcel A, Spaces 2001 - 2126	
SW Corner Temp Lot	500012360986
Temp Lot East Side, North	500012360979
Temp Lot East Side, South	500012360978
Briny Pub Corner	500012360983
PB Blvd., Spaces 1001 - 1122	
North of Pier 1	500012360981
North of Pier 2	500012360980
North of Pier 3	500012360977
South of Pier 1	500012360984
South of Pier 2	500012360987
South of Pier 3	500012360982
South of Pier 4	500012360985
16th Street, Spaces 800 - 827	300009420073
Alsdorf	
North	300010270009
South	300010270011

*Does not yet include Harbor Village/N.E. 1st Street

ATTACHMENT "B"

Parking meter Locations 2012 Revised



Copyright © and (P) 1998-2009 Microsoft Corporation and/or its suppliers. All rights reserved. MSN. www.msn.com/territories
 Certain mapping and direction data © 2009 NAVTEQ. All rights reserved. The Data for areas of Canada includes information taken with permission from Canadian authorities, including © Her Majesty the Queen in Right of Canada. © Queen's Printer for Ontario. NAVTEQ and NAVTEQ ON BOARD are trademarks of NAVTEQ. © 2009 Tele Atlas North America, Inc. All rights reserved. Tele Atlas and Tele Atlas North America are trademarks of Tele Atlas, Inc. © 2009 by Applied Geographic Systems. All rights reserved.

ATTACHMENT D

PARKING MANAGER'S BID RESPONSE

www.pompanobeachfl.gov/denisonparkinginc



ADDING VALUE
ONE CAR AT A TIME





City of Pompano Beach
Request for Proposals
T-43-14

Management of Parking Operations

Respectfully submitted by:

Denison Parking, Inc.
36 S. Pennsylvania Street, Suite 200
Indianapolis, Indiana 46204

Mark Pryor
Office: (317) 655-3121



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- (4) Benchmarks
- (5) Improvements
- (6) Booting of Parking Violators
- (7) TID's
- (8) Parking Program Analysis
- (9) Monitoring
- (10) Cash Receipts Processes/Procedures
- (11) Parking Rate Structure
- (12) Collections
- (13) Out of State Violators
- (14) Transition Plan
- (15) Timeframe for Start-Up

Supporting Documentation

- (1) Audited Financial Statements
- (2) Pro-forma's
- (3) Company Background
- (4) Executive Staff Summary
- (5) Client References
- (6) RFP Signature Page / Initialed Pages



June 6, 2014

City of Pompano Beach
c/o Purchasing Office
1190 N. E. 3rd Avenue, Building C
Pompano Beach, FL. 33060

To Whom It May Concern:

We are pleased to participate in the RFP process for the management of the City of Pompano Beach Parking Operations. We believe there are real economies to be gained by aggregating the management of these locations under one operational umbrella. Denison Parking, Inc. is an Indiana based parking company with over 80 years of experience and is well suited to assume this responsibility. We are excited about the possibilities and look forward to discussing our proposal in greater detail.

We've sought to provide all information that is required of the respondents in the material immediately following. While all of this information is important I wanted to take this opportunity to emphasize several points that warrant special consideration.

- Management Assessment and Quality – Denison has a great reputation for honesty, integrity, delivery of great operational quality, expertise and a concern for the profitability of the parking facilities we own and others we manage. We feel confident we'll grade highly here.
- Price – We're usually not the cheapest parking operator that submits a bid. However, we have proven time after time that we can bring the greatest value. It is not unusual for Denison to improve the bottom line by 10% or more. There are many examples of improvement that reach 30% and one in particular that is more than 100%. We will be happy to discuss these very real improvements brought to each particular facility.

In the meantime are enthusiastic about providing enforcement for the City of Pompano Beach surface lots, multi-space and lollipop meters. With the technology we have proposed in our bid, we can automate the enforcement and enhance the collection process immediately. We encourage you to contact the City of Fort Myers and see what we have been able to do for them.

THANK YOU for the opportunity to submit this response. Please feel free to contact me directly at either 317.655.3121 or via email at mpryor@denisonparking.com should you need additional

detail. We look forward to hearing back from you to further discuss this mutually beneficial opportunity.

Respectfully,

A handwritten signature in black ink, appearing to read "Mark Pryor". The signature is fluid and cursive, with the first name "Mark" being more prominent and the last name "Pryor" following in a similar style.

Mark Pryor
VP of Business Development

A. Discussion of experience and ability to manage a 500 space garage, to include any experience in operating a valet service. Discussion should include proposed contract structure in terms of Proposer compensation and any general revenue split arrangements generally contemplated. May also include discussion of revenue split arrangements generally contemplated. May also include discussion of how the garage might be manned or not, based on entry and exit points, pay meters etc. Should also include Proposer's experience with other client references as discussed above.

Denison Parking, Inc. was founded in 1934 and incorporated in 1945, has long been established as the leading parking services provider in Indianapolis, Indiana, and is rapidly emerging as a premier, customer-oriented parking management company in the national marketplace. For over 80 years, Denison Parking has built lasting relationships with clients whose parking demands have continued to grow and evolve.

As the industry has evolved, so has Denison Parking. In 1934 the company developed the first modern parking operation in Indianapolis. In 1954 Denison Parking developed that facility into the first self-park, multi-level garage in the city, and the fifth such parking facility in the nation. In keeping pace with changes in the industry, and after four major constructions spanning six decades, Denison Parking, Inc. continues to manage the facility currently on that site. In addition, over the years Denison has developed three other garages consisting of over 2,500 spaces and continues to own and manage those properties. Denison Parking also provides its expertise in the development and construction of parking facilities to private corporations and municipalities.

Today, in keeping with its high level of service, proficiency, and ability to cultivate lasting business partnerships, Denison Parking manages over 60,000 parking spaces in thirteen states and has over 700 employees. The executive staff of Denison Parking, a team comprised of individuals with various parking industry backgrounds, has in excess of 120 years of experience encompassing every type of facility and system imaginable in the parking industry.

Recognized for its professionalism and the experience of its staff, in 1998 Denison Parking was awarded the contract to manage the visitor parking/tour ticket program at Hoover Dam, one of our country's iconic national treasures. Since 2003, Denison Parking, Inc. has managed some of the most complex parking facilities in North America for the Simon Property Group, the largest Real Estate Investment Trust in the United States. In 2010, Denison was selected to operate the Indianapolis on-street enforcement for 50 years. In the past 25 years

no city in America has hosted more sporting events than Indianapolis, and Denison has been a major player in each of these events. Currently Denison provides event parking for the Indianapolis Colts, Indiana Pacers and Miami Heat, and played an integral part in providing parking for Super Bowl XLVI. Over the years Denison has managed parking for the NCAA Men's Final Four Tournament, World Basketball Championship, Big Ten Men's Basketball Championships, Pan Am Games and the Indiana State Fair.

Indiana University Health, recognized by U.S. News & World Report for 14 consecutive years, and one of the busiest hospital systems in the United States, entrusted Denison Parking to manage all of their self parking, shuttle and valet services for its Indianapolis Campus.

At Denison Parking, we believe that bigger is not necessarily better. As companies expand, they sometimes lose sight of the basic principles of effective parking management. As Denison Parking continues to grow, it is our mission to do that by continuing to provide a personalized, responsive and professional service to our clients and to the customers of their facilities.

Contract Structure

Denison would like to propose operating the 500 space parking garage for a flat fee of \$750.00 per month or \$9,000 annually for a term of 5 years. All expenses of the garage would be paid for by the City of Pompano Beach.

Should the garage be manned or not.

We recommend not manning the parking garage and using our patented two-way audio/ video to provide customer service. Many years ago Denison came to understand that the automated parking environment can be perceived as unfriendly and intimidating to many individuals. While the installation of the POF devices helps eliminate payroll and related expenses, the customer experience was being negatively impacted by lack of human interaction. Denison's CEO, Mark Pratt had begun working on a solution to this problem prior to taking the helm at Denison in 2002. Mark filed a patent for 2-way audio / video communication in an automated parking environment. That patent, and another, were eventually granted. In 2005 Denison began equipping parking facilities with 2-way audio / video customer service capabilities. It has been a tremendous success.

In summary, 2-way audio/video capabilities are integrated into the parking equipment to allow for immediate customer assistance. The customer, either in the parking lane in their vehicle or standing in front of the POF device, can interact with a customer service representative to ask questions or request help. It is a virtual face-to-face conversation. The customer can see the CSR, so the interaction is personal. The CSR can see the customer to get an immediate feel for the level of anxiety or distress. The CSR can watch the customer insert their ticket, for example, or lead them through the payment process.

INSTEAD OF DOING THIS:



HOW ABOUT TRYING



THIS

References

Below are client references for Denison Parking:

Kathy Burnett
Manager of Parking Services
Simon Business Network
PO Box 7033
Indianapolis, IN46207
(317) 263-7077
kburnett@simon.com

Barney Levensgood
Executive Director
Capital Improvement Board
100 S. Capital Ave.
Indianapolis, IN46204
(317) 262-3450
blevensgood@iccrd.com

Michael Nichols
Vice President
Next Realty
1750 Old Meadow Road
Suite 250
McLean, VA. 22102
(703) 442-4500
mnichols@nextrealty.com

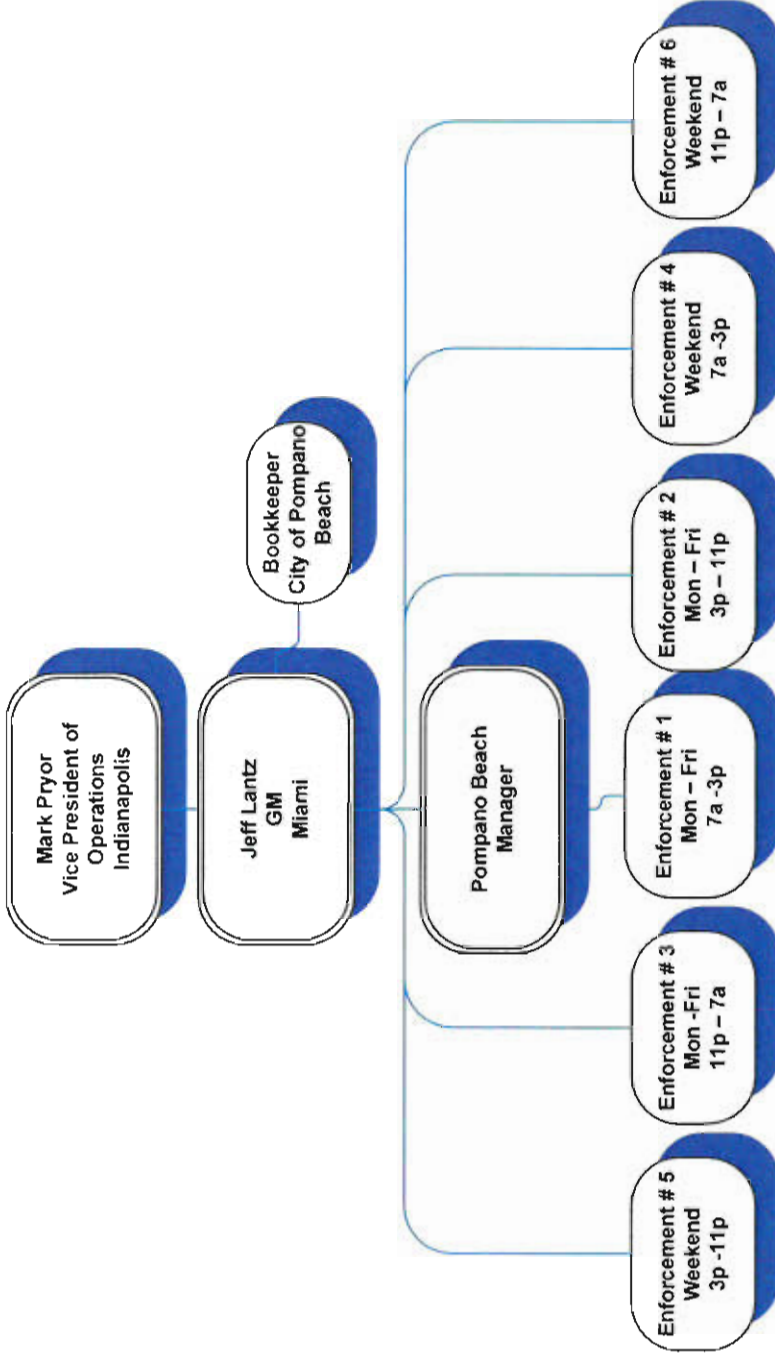
B. Discussion of the number of personnel anticipated to be assigned to the contract, to include title and duties, at minimum.

We have included an organization chart to reflect the number of parking ambassadors and management personnel we will use to manage the Pompano Beach contract.

We will have six parking ambassadors to enforce the surface lots, multi-space and lollipop meters. One parking ambassador per shift will drive the enforcement vehicle with the LPR camera on top and enforce the surface lots, multi-space meters and lollipop meters. As violators are found, the parking ambassadors will issue citations to vehicles that violate the city ordinance. The manager and bookkeeper will be responsible for staffing and collection of all meters. The manager and bookkeeper will also reconcile daily deposits and ensure the coins are taken to the Treasury Department or picked up by the armored car service.

The Bookkeeper will act as the office receptionist and will be answering the office phones as well as accepting payments for citations.

Organization Chart City of Pompano Beach



C. Discussion of vehicles to be assigned to the contract, type, description etc.

If awarded the contract, Denison Parking would purchase a Smart Car and van (both shown below). The Smart Car – Fortwo Coupe would be decaled "Pompano Beach Parking Ambassador" and this vehicle would have LPR cameras mounted to the roof of the vehicle and would enforce the on-street meters and surface parking lots, while the van would be used to perform collections of the meters and coin boxes.



D. Discussion of benchmarks and / or national standards against with performance of parking operations may be measured, to include parking enforcement activity

Our performance can be measured by the following items:

- Cleanliness of the surface parking lots and the garage.
- Cleanliness of the Lollipop meters and multi-space pay meters.
- Repair time on Lollipop meters and multi-space pay meters.
- The number of customer complaints each month.
- Percentage of accurate citations written each month.
- Percentage of citations collected versus citations written each month.
- Percentage of outstanding A/R in the garage each month.
- Accurate financial reporting each month.
- Increase in revenue / decrease in expenses.
- Up to date parking rate survey for other cities close to Pompano Beach.
- Coin Jams
- Capture Rate

E. Discussion of any proposed general improvements already observed per Proposer's own due diligence in preparing proposal.

In reviewing the operations, we would recommend upgrading the current "lollipop" meter heads to IPS meter heads so that all meters are capable of accepting credit cards. We would also recommend working with the surrounding bar and restaurant to establish daily lunch and Happy Hour specials in order to increase surface lot parking during the slow time of year. If not in place, create a special rate for restaurant employees.

We feel it would be beneficial to create monthly, quarterly, semi-annual and annual parking passes for boats and beach patrons. Finally, we would suggest that there be an on-line citation payment processing implemented to provide customers with an easier way to pay.

We have always found it beneficial to work with the local businesses to obtain buy-in on a local parking plan to promote the city.

F. Discussion of experience with placing boots on parking violators vehicles

Booting and Towing

Along with basic on-street parking enforcement, Denison Parking Inc. also offers a boot and tow service. The procedure is simple yet effective, and cuts down on repeat offenders while collecting delinquent revenue. Once a violator has received three or more parking citations that have been delinquent for 90 days or more the plate is flagged for booting. The next time the plate is entered into the patrol officers hand held device they are given a boot warning. This informs the officer of the delinquency of said vehicle. The officer calls the plate into the office and it is searched in the database. The manager in turn logs the plate number, total fines due, and time. The boot is placed on the front tire closest to the sidewalk. A large brightly colored warning is placed on the driver side window to inform the owner that movement of the vehicle could result in damage and gives a contact phone number. Once the boot is in place a call is made to the police department to inform of a boot placement and impending tow. The owner is given 24 hours to reconcile all fines due in full along with a boot removal fee (where applicable). If fines are not reconciled within 24 hours a call is placed to the police department requesting tow service. After being towed the vehicle is held in impound until the owner shows proof of reconciliation of debt on the delinquent balance. The impound lot then releases the vehicle once impound and tow fines are paid (where applicable).

G. Discussion of hand held ticket devices and recommendations of specific TIDs.

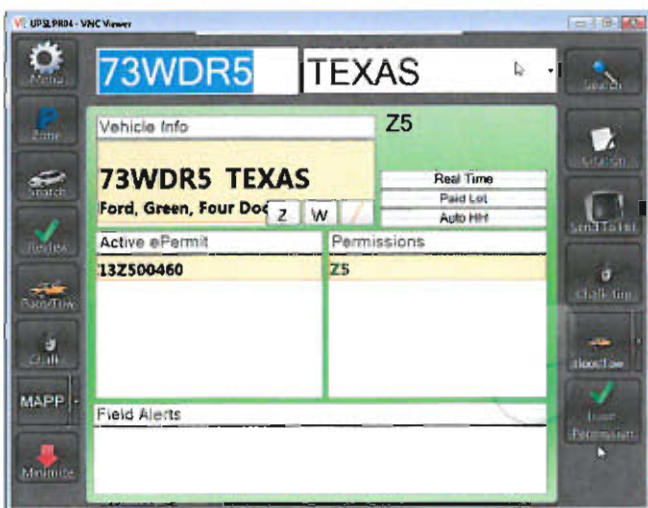
Please see the enclosed information sheets for Nupark which describes the proposed hand held devices and the specific of the TIDs.

PARKING MANAGEMENT SOLUTION

The NuPark Parking Management System was designed from the ground up to leverage License Plate Recognition (LPR) technology to revolutionize the everyday management of your parking operation. The Parking Management System is a modern, web-based, application that can be hosted either by NuPark or at your location. The NuPark Parking Management System is built to be learned intuitively, making mastery of the system quick and easy. Key information is easily and quickly available to users with such features as Quick Links, recent searches, and real time activity.

PERMITS, REIMAGINED

The system was built for virtual permits to seamlessly streamline all operations. However, those still using physical permits will find the Permit Management module is unparalleled in its functionality. The NuPark solution was designed to take full advantage of virtual permits while providing full support for physical permits, at the same time. LPR technology is encoded into NuPark's DNA. Permit lists are automatically updated on each enforcement vehicle and location, allowing for permits to be purchased online and used immediately. Full on-street pay by plate meter and pay by phone integration allows your customers the ability to pay for their parking in a multitude of convenient methods.

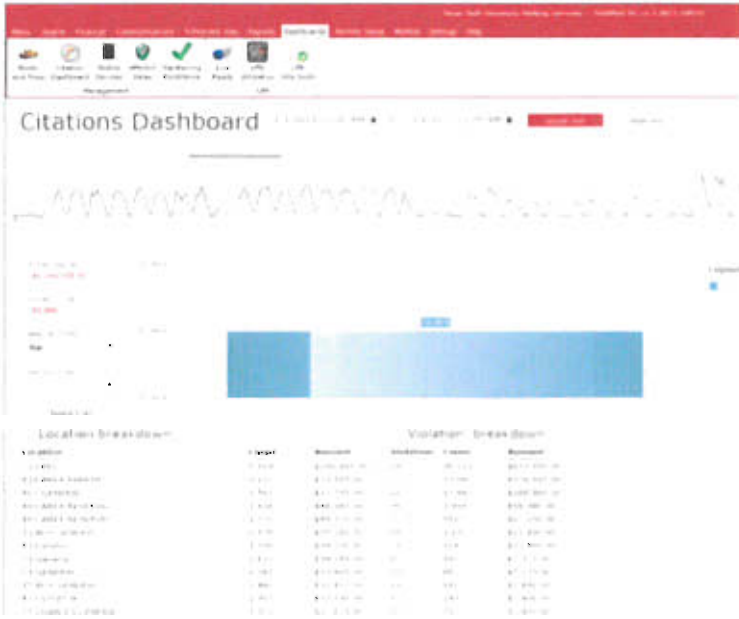


CITATIONS, REVOLUTIONIZED

Many companies talk about "Guided Enforcement." NuPark was built to excel at it. LPR equipped vehicles provide quick and efficient violation identification using real-time permit data and the NuPark enforcement software allows for citations to be issued immediately from the vehicle, electronically sent after review, or by dedicated enforcement officers directed to the exact vehicle location by a real time enforcement notification. Once a citation has been issued, the Citation Management module manages citations in every stage of the citation lifecycle including payment, appeal, and collections.

FINANCES, REFOCUSSED

NuPark was built with the standard principles of accounting and auditing in mind. Not only do financial reports work out of the box, but with the built in Cashier Closeout System the entire cashier closeout process is performed, managed, and electronically stored in the NuPark Parking Management System. Instead of accounting and auditing being treated as an afterthought, they are built into the core logic of the system, helping to bring additional financial integrity to your parking operation. This system has earned the praise of accountants and audit teams due to its focus on financial integrity and clarity of reporting.



Customers, Delighted

The implementation of NuPark solution has proven to be a boon to parking managers. After implementing a full NuPark LPR solution Texas Tech University has seen an increase in citations issuance of over 35% and citation revenue has increased by 50%. The overall savings from their move to virtual permits combined with increased staff efficiencies and increased citation revenues have resulted in a three year revenue increase of over \$1.2 million dollars. In addition to the increased revenues overall customer satisfaction over the same three year time span has increased by 15%.

KEY FEATURES

- Customer Management
- Permit Management
- Citation Management
- Appeal Management
- Vehicle Management
- Event Management
- Entry Booth Module
- Boot Tow Module
- Motorist Assist Module
- Permit Wait List Support
- Public Safety Alerts
- Guided Enforcement
- eCommerce Platform
- iOS/Android App
- Intuitive Report Builder
- Hardware Integration
- Pay by Phone Integration
- Banner Integration

www.nupark.com



Please contact us at
sales@nupark.com



NuPark
 912 Petaluma Dr
 Cedar Park, TX 78613

Quote

Date: 5/27/14
 Quote #: CPB0526
 Valid Until: 6/27/14

Customer: Denison Parking
 City of Pompano Beach
 Location: Pompano Beach, FL

Line	Item	Qty	Price	Year 1	Year 2	Year 3	Year 4
1	Hosted uParkCity Subscription	1	NA	\$ 15,000.00	\$ 15,750.00	\$ 16,537.50	\$ 17,364.38
2	Rugged Handheld Enforcement Bundle with 3 Year Warranty	1	\$ 3,900.00	\$ 3,900.00	\$ -	\$ -	\$ -
3	Mobile LPR Enforcement Bundle- AutoVu SharpX VGA	1	\$ 23,125.00	\$ 23,125.00	\$ -	\$ -	\$ -
6	Mobile LPR Enforcement Installation	1	\$ 3,000.00	\$ 3,000.00	\$ -	\$ -	\$ -
6	Parking App	1	NA	\$ 3,000.00	\$ 3,150.00	\$ 3,300.00	\$ 3,465.00
Total				\$ 48,025.00	\$ 18,900.00	\$ 19,837.50	\$ 20,829.38

Solution Benefits

Operational Benefits

The proposed NuPark solution will have numerous operational benefits for Pompano Beach. These benefits will include improved working efficiency of the parking staff; increased convenience for the students, faculty, and staff of Pompano Beach; as well as improving the parker compliance of people who park on the Pompano Beach. Additionally by moving to a real time enforcement platform, citations are uploaded and available for payment immediately after issue.

By selling virtual permits online, customers will buy the permits they need to park correctly on the Pompano Beach without having to visit the parking department. Reducing the amount of workload on the parking staff on standard repetitive tasks (selling permits, verifying residential eligibility, etc.) allows for more time to provide the highest levels of customer service for the remaining “exception case” customers, as well as allowing them to take on new tasks as needed by the City. Moving to additional online options allows customers to interact with the Parking staff on their own schedule and availability. This allows customers who opt to visit the parking office to find shorter lines and a better overall customer service experience. Moving to a license plate based virtual permit system also eliminates the need to print, issue, and manage permits every year. This creates yearly savings, as well as increased operational efficiencies.

With the move to an LPR-based enforcement program the likelihood of receiving a citation when parking in violation increases dramatically. Nationwide it is estimated that parking staff using visual enforcement only enforce 12% of all parking violators. Assuming your parking officers are four times as efficient at the national average it still leaves more than 50% of all violators undiscovered, leaving streets unsafe and legitimate parkers inconvenienced. While this has a negative financial impact on Pompano Beach, it also has a negative operational impact on the parking system and traffic. LPR enforcement programs are proven to increase the rate of citation issuance (and thus likelihood of receiving a ticket) by 50% or more. Decreasing the likelihood of “beating the system,” residents will change their behavior and park more politely. This increased compliance leads to better vehicle turnover and parking space availability.

Solution Descriptions

uParkCity Subscription

The uParkCity solution provides a comprehensive license plate recognition (LPR) focused parking management solution for the parking system at Pompano Beach. The uParkCity solution includes the following standard modules:

- Citation Management
- Permit Management
- Appeal Management
- Customer Management
- Vehicle Management
- Boot Tow Module

Additionally the uParkCity solution includes an eCommerce website that allows customers to interact with the parking department on their schedule. The following modules are included in the eCommerce solution:

- Customer Management
- Permit Sales
- Citation Payments
- Citation Appeals
- Departmental Permit Management

The uParkCity system can be configured to include or exclude any of the above-mentioned modules. Due to the modular nature of the system, a few modules can be installed initially with additional modules added as usage and parking needs require. Additionally, a real time interface can be developed with the current parking management solution to ensure smooth data transfer between systems and an easier transition path, if desired.

Parking App

NuPark provides the option for a Pompano Beach branded parking app for the Apple iOS and Google Android platforms. This app will be configured to meet the design standards for Pompano Beach and would provide the following functionality:

- Citation Payment
- Citation Appeal
- Visitor Permit Purchase
- Parking Information
- Parking Maps
- Authorized Parking Assistant
- Virtual Permit Verification and Violation Reporting
- Lot Count Reporting

System Screenshots

Below are a few screenshots the system features and modules:

Customer Management

The screenshot displays the NuPark system interface for customer management. The top navigation bar includes options like Home, Search, Financial, Communications, Scheduling Info, Reports, Dashboards, Permit Setup, Zones, Waived, Settings, and Help. The sidebar on the left shows a tree view for Betty Smith, including sub-items like BMZ5849 TX-AUTO, RMF007, and 6A. The main content area is divided into several sections:

- Customer Profile:** Displays information for Betty Smith, Student, with fields for Account ID (267834), Banner ID, Secondary, Balance Due (\$25.00), Credit (\$0.00), Payroll Code, Payroll Tax (IS VIP), and Email. A Primary Address section shows Mailing type and address: 2104 57th St, Lubbock, Texas.
- vehicles:** A table with columns: PLATE, DESCRIPTION, TYPE, END DATE. One entry is visible: BMZ5849 TX-AU-CHEV-ORG-TR, Driver.
- permissions:** A table with columns: INV, EFFECTIVE, EXPIRES, DUE, SERIES. One entry is visible: RMF007, 11/25/2013, 1/1/2014, \$0.00, RMF007.
- citations:** A table with columns: VEHICLE, NUMBER, DATE, VIO, LOC, DUE. One entry is visible: Bmz5849 Tx : CHEV-ORG-TR, 9412020859, 10/17/2013, 02, R10A, \$25.00.
- boot/tows:** A table with columns: STATE, PLATE, DESC, DATE, REASON, DUE.
- waitlist:** A table with columns: PRIORIT, DESCRIPTION, REQUESTED DATE, EXPIRES, PURCHAS.
- appeals:** A table with columns: NUMBER, DATE, STATUS, HEARING DATE.

Appeal Ruling

The screenshot displays the NuPark system interface for an appeal ruling. The top navigation bar includes options like Home, Search, Financial, Communications, Scheduling Info, Reports, Dashboards, Permit Setup, Zones, Waived, Settings, and Help. The sidebar on the left shows a tree view for Mubarak Duff, including sub-items like CL5575 TX-AUTO. The main content area is divided into several sections:

- Customer Profile:** Displays information for Mubarak Duff, with fields for State, Adjustment Amount (\$0.00), Reinstatement Date (11/6/2013 3:28 PM), and Judgement Decision (No evidence presented).
- Apply Appeal Results:** A form with fields for State, Adjustment Amount, Reinstatement Date, and Judgement Decision. A checkbox for 'Generate Letter' is checked.
- customer:** A table with columns: STATE, VIOLATION, PLATE. One entry is visible: RM \$25.00 02 No valid Permit CL5575.
- evidence:** A section with a sub-header 'IMAGES DOCS'.

LPR Vehicle Search

LPR SEARCH Server returned 9 entities.

PLATE: b Partial

START: [Date Picker]

END: [Date Picker]

RESULTS: 25

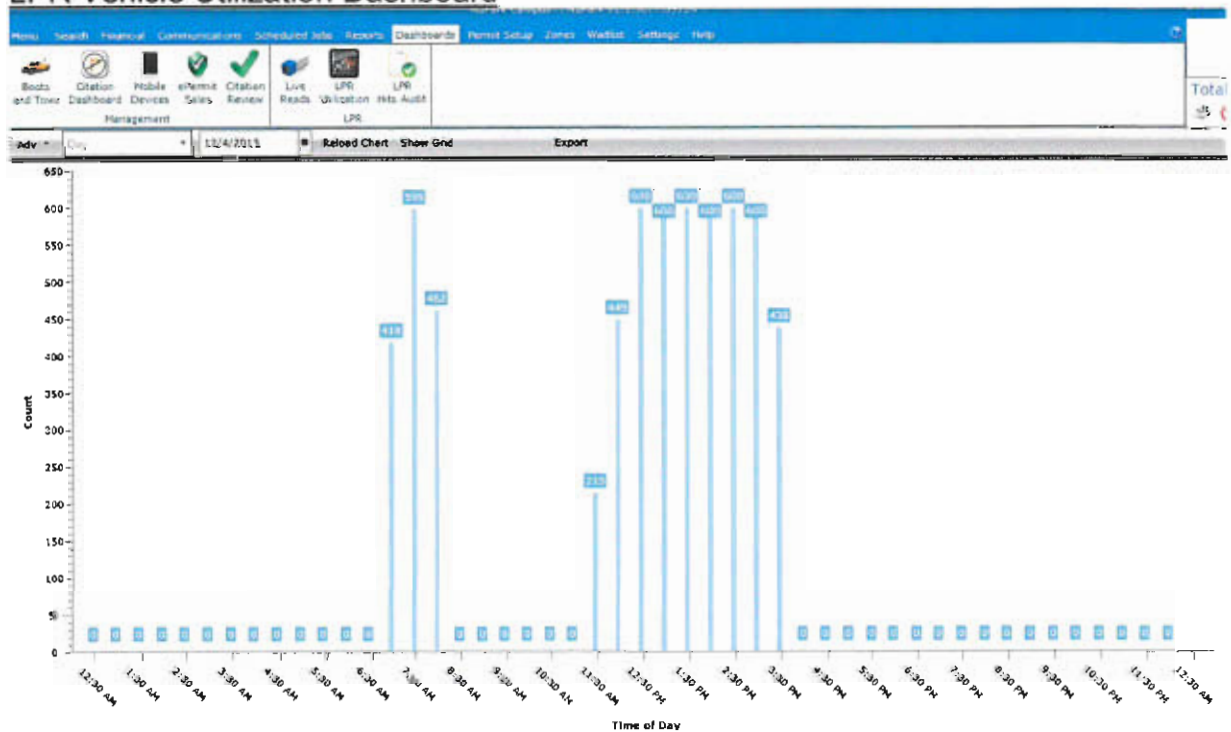
Plate	Date	Officer	Unit	Zone	Plate Image	Context Image
BY5B347	12/2/2013 9:48:44 PM					
BPK3228	12/2/2013 9:39:59 PM					
BZBT901	12/2/2013 10:41:11 PM					
Bm53122	12/2/2013 6:49:00 PM					
BY4791	12/2/2013 5:07:17 PM					
LTR020	12/2/2013 9:41:08 PM					
RBW406	12/2/2013 7:24:02 PM					
BMC3720	12/2/2013 9:19:05 PM					
Bm25849	12/2/2013 6:11:14 PM					

EXPORT images

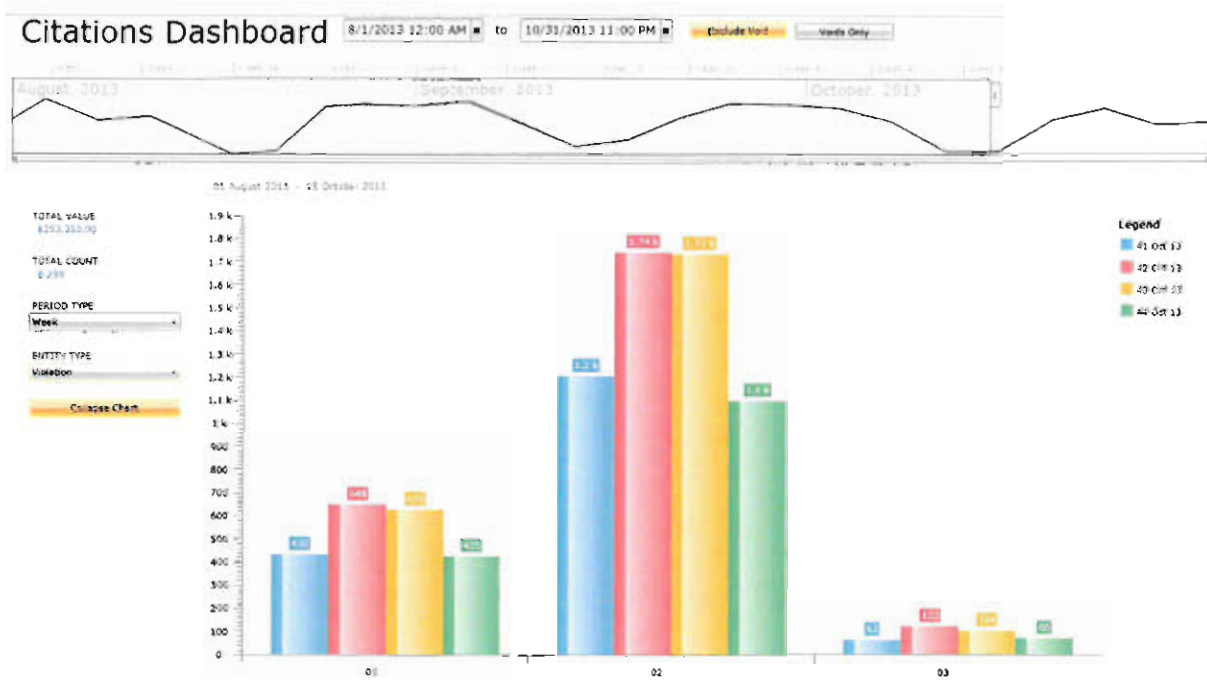
BY5B347 read 12/2/2013 9:48:44 PM in by .

CONTEXT

LPR Vehicle Utilization Dashboard



Citation Issuance Dashboard



In-Vehicle Enforcement Software

73WDR5 | TEXAS

Vehicle Info: Z5

73WDR5 TEXAS
 Ford, Green, Four Door

Active ePermit: 13Z500460
 Permissions: Z5

Field Alerts

Real Time
 Paid Lot
 Auto HH

Issue Permission

Handheld Enforcement Software



Rugged Handheld Bundle Subscription

The rugged handheld bundle provides the ability to issue and verify permits, issue citations, and record boot and tow records in the field. The devices bundle includes a rugged handheld, Bluetooth printer, handheld software, support and extended hardware warranty coverage during the term of the subscription. Monthly mobile data service is not included in the bundle but is recommended for optimal operation. Mobile data plans are typically available at below market rates through the University's mobile plan; this service is available from NuPark for an additional charge.

City Information Systems Integrations

The uPark City solution is designed to seamlessly integrate with other information management systems in the City. Standard interfaces provide for two-way batch and real time data transfer of customer, citation, payroll, and financial data. Due to the unique nature of each component, Pompano Beach IT support will be needed to provide information about the interface requirements of these systems at Pompano Beach. NuPark will work with Pompano Beach IT subject matter experts to complete this configuration and testing. This City system integration is included in the price of the uParkCity subscription.

Reporting and Data Access

Out of the box, the uParkCity solution includes numerous user-friendly methods to retrieve, display, and utilize the data from the system. The reporting package includes standard reports for all major modules of the system. Included in the subscription price are 5 additional customized reports the first year and 3 each year after. Users can modify, edit, and create reports utilizing the user-friendly report builder. Training on the report builder is provided during implementation and on an as needed basis.

In addition to the reporting tools, a robust query manager tool is included for quick access to the system data. Queries created by the query manager can be saved for future use and used in the report builder. Data from queries can be viewed and sorted in the system or exported in a number of standard formats including Excel, Word, PDF, comma delimited file, and more.

Dashboards offer a graphical view of the data to provide for quick data analysis and improved decision-making ability. The included LPR focused dashboards offer real time insight into current hardware status, LPR vehicle utilization, and LPR images. The citation review dashboard provides for real time review of citations issued in the field and allows for citations to be flagged, reviewed, and processed before they are sent to customers. This allows for a significant reduction in officer error and improves the ability for proactive communication with customers.

Mobile Payment and Pay by Plate Meter Integration

Real time integration with mobile payment and multi-space meter units are vital to the correct operation of a LPR based parking system. The uParkCity solution currently includes integrations with multiple mobile payment and multi-space meter companies. Integrations with companies not currently supported are ongoing and will be completed as needed for this project. These integrations are included in the price of the uParkCity subscription.

Hosting

NuPark offers system hosting for the uParkCity solution utilizing the Microsoft Azure hosting platform. Windows Azure delivers a 99.95% monthly SLA with automatic OS and service patching, built in network load balancing and resiliency to hardware failure. NuPark is responsible for all software upgrades, patches, backups, and data security. Each NuPark database is encrypted at the database level to ensure full database security at all times.

Self-Hosting

Pompano Beach is also welcomed to host the uParkCity server environment. NuPark will provide application support, while Pompano Beach will provide local server hardware, software, and infrastructure support. As requested, pricing for self-hosting was not included in this quote, but is available upon request.

Data Conversion

Data conversion from the current parking system is included in the subscription price. This conversion will move all requested data from the current parking database into the uParkCity database. NuPark will work with the parking staff from Pompano Beach to ensure the data is cleaned, normalized, and correct before import into the new uParkCity database. Converted data will be made available for review and testing in a sample system. Once approved by Pompano Beach, the final data conversion will be performed and used to create the production uParkCity database.

Implementation

The NuPark implementation team will provide the Pompano Beach parking department with the knowledge, documentation and training needed to successfully transition from the current parking system to the uParkCity solution. The implementation process includes a thorough review of current processes, discussions about operational goals, configuration of the uParkCity system, training on all facets of the system including the back office software, handhelds, mobile LPR vehicles, and local first level support. Additionally our experienced team will provide change management training for staff, make recommendations on Best Practices, and share operational insight from years of experience operating a LPR enhanced parking system. Members of our implementation team will be onsite for both the week of go-live, the week after, and for a follow-up consulting visit 6 months after implementation. The goal is to ensure the parking staff is

not only trained on how to use the system, but feel comfortable using the system on a daily basis. The 6 month visit is used as a tune up to ensure the system is still working as expected, receive direct feedback from all levels of the parking team, and to discuss additional opportunities to improve and expand the use of the system. All standard implementation costs are included in the uParkCity subscription.

Technical and User Support

System support is included as part of the uParkCity subscription. Standard support is available via phone, email, or support portal Monday-Friday 8:00 am to 6:00 pm local time. Emergency phone support is available 24 hours a day 7 days week, 365 days a week. All of our support staff has had in depth background checks and have completed our data security training.

NuPark Unique Feature Overview

The following items are a few of the features and concepts that are unique to the NuPark solution. This is designed to be an overview and any of the items can be discussed in more detail on how it could be utilized at Pompano Beach

1. Product Age: The NuPark solution has been built from the ground up in the past 5 years. This allows for the use of more modern coding platforms, architectures, and data exchange methods.
2. LPR Focus: uParkCity was built specifically for LPR based parking and includes the following features.
 - a. Virtual permits
 - b. eCitations
 - c. LPR in-vehicle software
 - d. LPR focused operation dashboards.
3. Parking App: A university branded app provides the following functionality.
 - a. Support for iOS and Android platform. Windows Mobile and Blackberry available upon request.
 - b. Permit Purchase
 - c. Citation Appeal
 - d. Citation Payment
 - e. Permit Parking Privilege Verification (Where can I park?)
 - f. Optional Parking Violator Reporting
 - g. Pay by Cell Functionality
4. LPR Integration: The following items are available from within (not in a separate program) the NuPark solution.
 - a. License Plate Image Search
 - b. LPR Utilization Dashboard
 - c. LPR Live Read Dashboard
 - d. LPR Usage Audit Dashboard

5. **Parkeon Meter Integration:** The Parkeon and NuPark interface allows for easy use of the Parkeon system from the NuPark interface. The following Parkeon features are available from the NuPark Solution.
 - a. Real time payment verification on enforcement handheld and in-vehicle enforcement software
 - b. Payment Transaction Review- Review meter transactions from within the NuPark system. Used to confirm payment and review customer issues
 - c. Unified Revenue Reporting- Display revenue from meters, pay by phone, online and in office transactions on the same reports
 - d. On Meter Citation Payment-Pay for citations, boots, and tow fees at the meter in real time

6. **Boot/Tow Module:** Manage boot and tow transactions for vehicles
 - a. Create boot/tow record on uParkCity, handheld, or in-vehicle software
 - b. Log vehicle damage
 - c. Dispatch boot/tow staff electronically
 - d. Capture driver and boot/tow staff signature
 - e. Record towing details including location and company

7. **Central Cashier Closeout:** The uParkCity system provides a built in cashier close out system to streamline and automate the cashier daily closeout feature. The feature provides the following.
 - a. Start of shift cash count
 - b. End of shift cash count
 - c. Automatic reconciliation between cashier transactions and recorded revenue
 - d. Second level cash count recount and review
 - e. Overall cashier revenue summary and review
 - f. Automatic generation of bank deposit statement
 - g. Support for coin collection from meters.

8. **Public Safety Interface:** Allow limited access to public safety officials to add vehicles to notification lists. Once identified vehicle details (photos, location, time, date) will be sent via email to requesting officer. Additionally officers can search vehicle scan images and location data by license plate, customer, or permit.

9. **eCitation Support-**Ability to issue citations without printing a paper citation. These citations are generated by the in vehicle or handheld enforcement software. Once issued citations are emailed to known customers with email address and mailed to those without. The following features are included.
 - a. Citation Review Dashboard- This review utilizes user-configured settings to identify citations for review before issuance. Additionally before issuance an automatic business rule check is preformed to ensure system changes haven't occurred between the violation date and issuance date. An example of this would be of an online permit purchase made after the violation was identified but before the citation was issued.
 - b. Vehicle notification tracking- Users can setup a field alert to require vehicles with multiple citations within a set time frame to be provided with

- an additional visual notification on the vehicle. The system will then allow the officer to note their actions after the alert.
 - c. Optional issuance of paper based citations for unidentified vehicles.
 - d. eCitation setup mode to streamline vehicle identification and data collection. This is useful during the initial virtual permit transition phase.
 - e. Recording both the Issued Date and Violation Date.
- 10. LPR Entry Station:** Utilizing fixed LPR cameras the entry station provides vehicle verification, customer identification, and permit issuance from a fixed touchscreen unit.
- 11. GPS Based Permit Zones:** Ability to setup permit zones based on GPS location
 - a. Permit zones are displayed on City map.
 - b. Map is used for both online permit sale information
 - c. Provides location based parking privilege functionally on customer app.
 - d. Provides GPS based permit zone verification for handheld and vehicle enforcement units.
 - e. Allows for creation of complex zones which include multiple lots or which separate single lots into multiple zones.
- 12. Departmental Permit Portal:** The departmental permit portal allows departments to manage their permits online. This portal has the following features.
 - a. Vehicle license plate registration
 - b. Short term permit assignment with automatic permit expiration
 - c. Parking policy enforcement to ensure parkers who should not be assigned departmental permits (students, staff) cannot have permits assigned to their vehicle.
 - d. Ability to request and purchase additional temporary permits for departmental functions
- 13. Motorists Assistance Program:** Record and track motorist assistance provided by parking staff. The following functionality is provided.
 - a. Record customer and vehicle information
 - b. Document services provided
 - c. Capture customer signature on completion
 - d. Report on frequent users and limit availability based on abuse
 - e. Available on both handheld and vehicle enforcement units.
- 14. Field Hardware Status Dashboard:** Monitor the status, location, battery life, and usage of all field hardware devices from one dashboard.
- 15. User Defined Themes:** NuPark provides users the ability to customize the look and feel of their uParkCity interface. This customization includes modules displayed, data field order, and overall color scheme.
- 16. Plate Based Validation System:** License plate based validation system that provides the ability to provide location and vehicle based validations. Functionality includes:

- a. Kiosk application for vehicle registration
 - b. Location and license plate restrictions to help prevent abuse
 - c. Real time update of validation status on handheld and vehicle enforcement units
 - d. Multiple validation types supported including time based (2 hours free), reduced rate (\$3 off), flat rate (\$5 all day), and prepaid validation
 - e. Validation usage reports
 - f. Departmental or customer billing for validation usage
- 17. Guided Enforcement:** Utilize LPR vehicle to identify vehicles in violation and dispatch the vehicle information and location to separate handheld enforcement units to issue citation.
- 18. Automatic Day Pass (Toll Pass):** Allow parkers to register vehicle and place their credit card on file before parking. When the vehicle is found on City in a valid parking space the parker will automatically be charged the daily parking rate and issued a full day permit.
- 19. Online Multi-Level Appeal Process:** Support for a paperless multi-level appeal process. The system functions as follows:
- a. Parker registers citation appeal online with eCommerce site and uploads all necessary evidence, notes, and photos.
 - b. Appeal officer reviews appeal within uPark and rules on appeal.
 - c. Parker is notified electronically of decision.
 - d. If requested second or third level appeal reviews are be preformed using the appeal review portal or the uParkCity solution. This portal provides second and third level review staff all recorded details about the citation, customer appeal, previous appeal level notes, and the ability to rule on the appeal.
 - e. Appeal abuse reports are included to help monitor customer abuse of the appeal process.
- 20. Information Notification Login Window:** Prompt users to agree with data usage and operational guidelines upon login. These guidelines can include FERPA, PCI, and University rules for system usage.

System and Service Components

Residential Permit Management

The NuPark permit management solution provides City of Pompano Beach the ability to manage the residential parking program without the need for physical hangtags. The web-based interface allows for permits to be created, sold, canceled, modified and tracked without having to retrieve them. The back-end interface provides a full permit history including all payments, changes, and current status.

Customers will be able to apply for residential parking permits by applying online or going into the office. When applying online a customer will submit their two forms of identification for review. Once electronically submitted, the staff at the Parking Department then reviews the request and customers are electronically notified of their approval or the need for additional details. Upon approval, customers go online and complete the permit sale process. Once purchased, vehicles associated with the residential permit are automatically available for use.

Once registered parkers can use the online portal to make vehicle changes or additions as allowed by Parking Department policies. Residents will utilize the online portal to assign vehicles to their two residential visitor parking permits. These permits will be restricted by zone, based on resident location, and will have an automatic expiration date based on Parking Department policies. Additional resident visitor permits can be purchased online or in the office for each residence.

Residential permits are associated to a residential address and vehicles will be register to those permits based on the vehicle license plate. Customers no longer qualifying for their residential permit may have their permits deactivated by the Parking Department. Once deactivated vehicles associated with those permits are immediately no longer valid in residential parking areas without another form of payment and will be displayed on the enforcement system as violators.

Customers using the online portal can print traffic passes for their vehicles. This pass is customizable by the Parking Department and can include details needed for resident verification.

Customers that prefer in-person service receive better service due to the reduced staff workload.

Customer Management Page

The screenshot shows a web-based customer management interface. At the top, there is a navigation menu with options like Home, Search, Financial, Communications, Scheduled Jobs, Reports, Staff Tools, Permit Setup, Zones, Markets, Settings, and Help. Below the menu is a toolbar with various icons for actions like Add, Edit, and Delete. The main content area is divided into several sections:

- QUICK LINKS:** A list of links for Betty Smith, including BMZ5849 TX-AUTO, RMF007, and EA.
- Customer Profile:** A section for Betty Smith, Student, with fields for ACCOUNT ID (267834), BANNER ID, SECONDARY, BALANCE DUE (\$25.00), CREDIT (\$0.00), PAYROLL CODE, PAYROLL TAX, IS VIP, and EMAIL.
- Primary Address:** A section for the primary address, including TYPE (Mailing), ADDRESS (2104 57th St), CITY (Lubbock), STATE (TEXAS), and COUNTRY.
- vehicles:** A table with columns for PLATE, DESCRIPTION, TYPE, and END DATE. It shows one vehicle: BMZ5849 TX-AUTO CHEV-ORG-TR Driver.
- permissions:** A table with columns for INV, EFFECTIVE, EXPIRES, DUE, and SERIES. It shows one active permit: RMF007, 11/25/2013, 1/1/2014, \$0.00, RMF007.
- citations:** A table with columns for VEHICLE, NUMBER, DATE, VIO, LOC, and DUE. It shows one citation: BMZ5849 TX-AUTO CHEV-ORG-TR, 9413020956, 10/17/2013, 02, A10A, \$20.00.
- boot/tows:** A table with columns for STATE, PLATE, DESC, DATE, REASON, and DUE.
- waitlist:** A table with columns for #RIDERS, DESCRIPTION, REQUESTED DATE, EXPIRES, and PURCHAS.
- appeals:** A table with columns for NUMBER, DATE, STATUS, and HEARING DATE.

3.2 Additional Permits

Due to the ease of the system and because so many business owners are also residents, we recommend that business permits, all day permits, etc. be sold and managed from the same NuPark system. Customers will create an online account, register their vehicle, and purchase parking permits. These permits would be license plate based and verified using the enforcement system. Permits can be sold for use in individual zones or lots as well as for use in the entire city.

3.3 Automatic Daily Permits

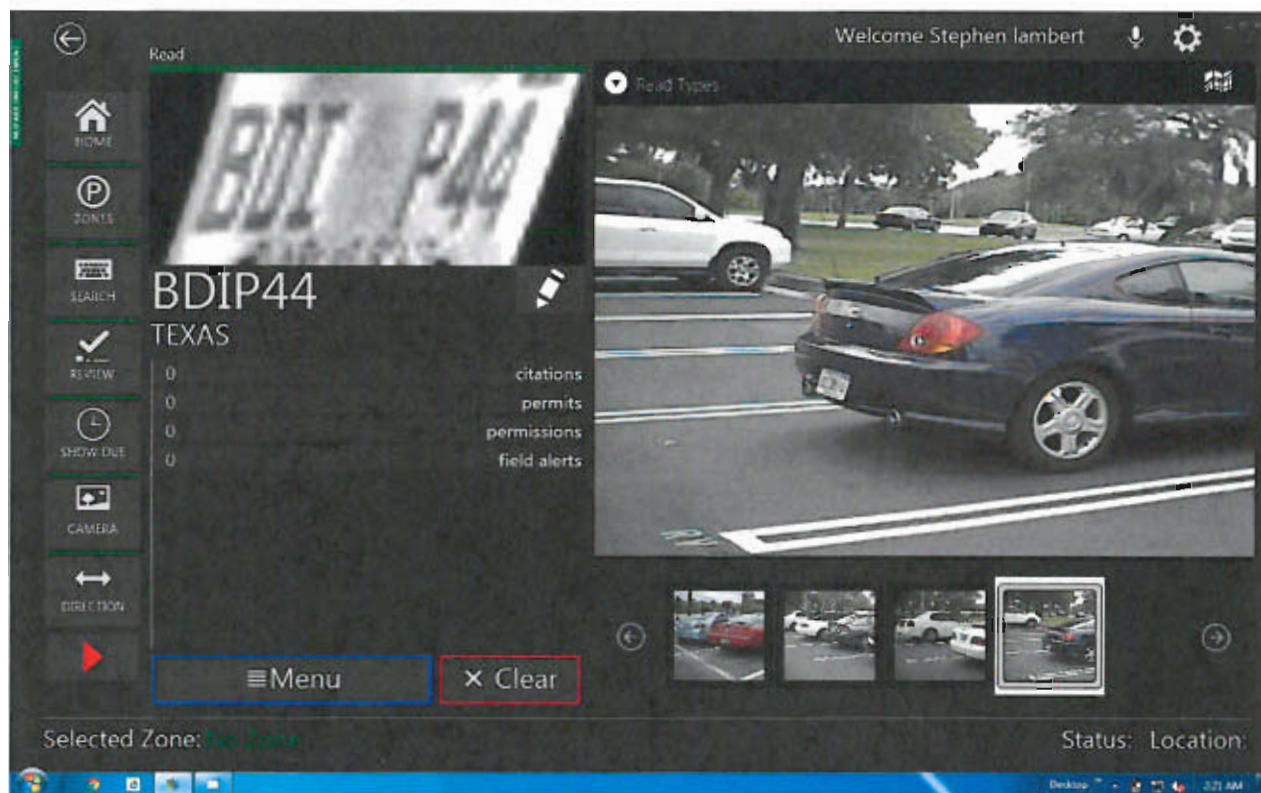
The automatic daily permit sale feature sells daily parking permits to vehicles upon identification. To begin; users place their credit card on file with the confidential NuPark system. Once set up, parkers can park in the supported spaces and lots by the pay by cell system. When the enforcement officer verifies the vehicle either with the LPR vehicle or the enforcement app a daily rate will be charged to the card on file. Parkers quickly park and begin shopping or dining. This system converts parkers currently receiving citations into paying parkers by offering a chance for parkers to avoid citations if the parker registers for the automatic daily permit program.

3.4 Enforcement System

The key to the license plate based permitting system is efficient enforcement. Our proposed vehicle-based enforcement system provides fast and effective enforcement of permits, time zones, vehicle watch lists, and mobile payments. The vehicle enforcement system includes two license plate recognition cameras, mounted in-vehicle computer, GPS module, mobile data card, cabling, and installation. A vehicle is required (and included in our proposal) for installation.

While citations will not be issued by the enforcement unit warnings can be generated and tracked from within the system. Vehicles can be added to boot/tow lists, VIP lists, and have individual vehicle notifications that are displayed when the vehicle is identified. The system can be used for electronic chalking of vehicles reducing the amount of time needed to identify each vehicle. The enforcement software will display details about valid permits including vehicle, zone, and address to enhance enforcement of residential visitor permits.

In Vehicle Enforcement Software



4. Solution Benefits

4.1 Operational Benefits

The proposed NuPark solution will have numerous operational benefits to the City of Pompano Beach Parking Department. These benefits will include improved the working efficiency of the authority staff, increased the convenience for the citizens of the City of Pompano Beach, as well as improving the parker compliance of people who park in the Borough.

The proposed residential parking program will allow citizens to upload their residential parking program verification documents, complete payment, and receive their virtual parking permit electronically eliminating the need, (but leaves open the option), for them to visit the parking office or at the parking sign up at their apartment or condo. Additionally by selling permits online, customers will buy the

permits they need to park correctly within the City limits without having to visit the parking department. Reducing the amount of workload on the Parking Department staff on standard repetitive tasks (selling permits, verifying residential eligibility, etc.) allows for more time to provide the highest levels of customer service for the remaining “exception case” customers as well as allowing them to take on new tasks as needed by the Parking Department. Moving to additional online options allows customers to interact with the Parking Department on their schedule and availability. Customers who opt to visit the parking office will find shorter lines and a better overall customer service experience.

With the move to a LPR-based enforcement program the likelihood of receiving a citation when parking in **violation** increases dramatically. Nationwide it is estimated that parking staff using visual enforcement only enforce 12% of all parking violators. Assuming your parking officers are four times as efficient at the national average it still leaves more than 50% of all violators undiscovered leaving streets unsafe and legitimate citizens inconvenienced. While this has a negative financial impact on the Parking Department it also has a negative operational impact on the parking system and traffic. LPR enforcement programs are proven to increase the rate of citation issuance (and thus likelihood of receiving a ticket) by 50% or more. Decreasing the likelihood of “beating the system”, parkers will change their behavior and park more politely. This increased compliance leads to better vehicle turnover and parking space availability.

Parking License Plate Recognition Systems

Developing and Implementing Privacy Policies for Parking Operations





Parking permits have been around for as long as there has been a need to restrict access to parking spaces. Decals, hangtags, cards and meters have historically filled the need to uniquely identify each vehicle in a parking facility and confirm the right to park in that location. Parking enforcement personnel are then able to visually confirm whether a vehicle is permitted in a particular location.

Nationwide, vehicles are required to be registered with state governments and prominently display license plates. These license plates, through the use of alphanumeric characters, are unique to each vehicle. Recent advancements in technology have allowed the parking industry to capitalize on the fact that a visible, unique identifier is already required on all vehicles by government agencies and discontinue to the use of a separate parking permit as an identifier. As a result, license plate recognition (LPR) systems are quickly growing in adoption within the parking industry. LPR systems allow large quantities of plates to be checked for compliance within a comparatively short amount of time, thereby streamlining the processes of parking control and revolutionizing the business of parking control.

It is this rapid acquisition of large numbers of license plates, location and time data that has raised a number of privacy concerns among the public, government agencies and privacy advocates. More specifically, the storage, distribution and use of the data is cause for concern.

The goal of this guide is to provide background information on these issues and highlight the various policy areas parking operators should address with their stakeholders. Operators are encouraged to review the information provided in the included links, which include sample policies. The guide is not prescriptive in nature and is not intended as substitute for legal advice. Operators are strongly encouraged to seek legal counsel as the privacy policy is being developed.

LPR systems use digital cameras and software to read license plate data and check that plate data against permitted vehicle lists and hotlists. In parking applications, LPR systems are generally comprised of:

- Cameras
- Computer hardware
- Processing Software
- Data Storage
- Management Software

Camera installations can be mobile (vehicle-mounted) or fixed (mounted to a pole, building or other stationary structure). The cameras capture pictures of a vehicle for identification. The camera hardware typically employs infrared lighting to enhance low-light imaging.

Two pictures are usually captured: an image of the license plate and a context image. The images are then transmitted to an in-vehicle computer (or nearby computer for fixed mount applications). Processing software operating on the computer applies an optical character recognition (OCR) algorithm to the license plate image, converting the plate data to text for use by the management software. Once processed, the images, text plate data, geospatial coordinates and date/time data are stored in a central database for later retrieval and use.

At the same time, the text license plate data is used by the parking management software to check parking authorizations and various hotlists. These lists can include parking scofflaws, stolen vehicles, suspect vehicles, and AMBER alerts among others. Visual or audible alerts from the system alert parking enforcement officers of violations or notifications related to the plate. The entire process occurs in a matter of seconds, effectively automating what had previously been a manual, potentially subjective process.

INTRODUCTION

LPR TECHNOLOGY



**PRIVACY RISKS
& CONCERNS**

The widespread gathering and storage of large quantities of LPR data has raised privacy concerns among a number of organizations such as the American Civil Liberties Union (ACLU), International Association of Chiefs of Police (IACP), and National Criminal Justice Association (NCJA). LPR systems capture every license plate they see, quickly generating large numbers of records. The majority of those records are for individuals not suspected to be breaking any law. Generally speaking, our experience in parking control has shown that approximately 8% of plate reads actually result in enforcement action. Stated another way, the location information of innocent citizens is collected and stored 11.5 times more frequently than parking violators. So why store such large amounts of data?

Part of the answer is simply due to a lack of regulation and oversight. Very few laws exist which regulate the collection, storage and use of LPR data. As a result, retention of that data is only limited by the storage capacity of the organization. With relatively low cost today of digital storage, it is possible to retain records to months, years or even indefinitely. Another motivator for large-scale data collection and retention is that LPR data has proven particularly effective among law enforcement agencies in detecting crimes, alerting law enforcement to the proximity of a suspect in an area, and in the analysis of crimes.

While the data can be helpful in serving the public's interest in safety and security, the potential does exist for abuses of this data. As the ACLU noted in their 2013 report on LPR privacy, the U.S. Court of Appeals for the D.C. Circuit has recognized that location tracking data can provide significant insight to our daily lives:

A person who knows all of another's travels can deduce whether he is a weekly church goer, a heavy drinker, a regular at the gym, an unfaithful husband, an outpatient receiving medical treatment, an associate of particular individuals or political groups – and not just one such fact about a person, but all such facts.

Although the primary use of an organization's LPR data may be well-intentioned, the risk of abuse is very real.

- **Tracking Individual Vehicles**
Observations of a vehicle's whereabouts over time allows an individual's movements to be easily tracked with great detail. An employer may possibly track the movements of a spouse suspected of being unfaithful. A political figure could easily track the activities of a political rival.
- **Tracking Groups of Vehicles**
LPR data could lead to the tracking of individual vehicles that were observed at a particular location, such as political protests, churches, medical clinics, etc.
- **Data Aggregation**
Further, the effects of sharing of LPR data between agencies and aggregation of data into larger databases is unknown. Numerous organizations pool their LPR data into larger regional systems.
- **Secondary Uses**
Because there is little regulation and oversight of the collection and use of LPR data, it could be used in ways that were not originally intended or communicated to the public.

The IACP noted that identification and surveillance of individuals through LPR data can have a "chilling" effect on an individual's exercise of their rights of freedom of expression and association. Individuals who feel as if they are being watched will potentially modify their expression of their rights, effectively self-censoring themselves as a result of the LPR program.



The challenge for parking organizations utilizing LPR technology is to develop privacy policies and processes that meet the organization's need to collect and utilize LPR data for legitimate purposes while also considering the public's privacy interests. LPR programs with no clearly defined purpose or oversight will undoubtedly lead to mistrust and suspicion from the general public and seriously jeopardize the successful implementation of the program.

As mentioned previously, the ACLU, NCJA and IACP have issued assessments and guidance relating to LPR privacy issues specifically or law enforcement information in general. Web links to the resources referenced are included and operators should take the time to read each document when developing their policy. The following is a brief overview of the observations or recommendations contained each report which parking operators should consider in the development of LPR policies:

ACLU

You Are Being Tracked: How License Plate Readers Are Being Used to Record Americans' Movements (<http://www.aclu.org/files/assets/071613-aclu-alprreport-opt-v05.pdf>)

- LPR data should only be used to investigate hits and in ongoing criminal investigations.
- Agencies must not store data about innocent people for lengthy periods of time.
- It is acceptable to retain data for longer periods of time when it generates a hit, is relevant to an ongoing investigation, the vehicle owner requests the data be retained or when requested for criminal defense purposes.
- Access to the databases should be limited to trained employees with a need to access the data. Such access should be logged.
- The public should be able to determine if an agency has LPR data on vehicles they register and they should have access to review those records.
- Agencies should be transparent about who they share data with and only share data with agencies who conform to these retention and access rules.
- Hot lists should be accurate and maintained regularly. Personnel should verify the accuracy of the plate read and verify hot list information with dispatch prior to taking enforcement action.
- Any organization utilizing LPR technology should report its usage of the data publicly at least annually.

NCJA

Justice Information Privacy Guideline: Developing, Drafting and Assessing Privacy Policy for Criminal Justice Information Systems
(<http://www.ncja.org/sites/default/files/documents/Justice-Information-Privacy-Guideline.pdf>)

- Purpose Specification Principle: the purpose for which information is collected should be clearly defined.
- Collection Limitation Principle: agencies should avoid collecting personal information unnecessarily.
- Data Quality Principle: agencies should ensure that data is accurate, complete and current.
- Use Limitation Principle: use of collected data should be limited to stated purposes only.
- Security Safeguards Principle: agencies should assess the risks of loss or unauthorized access to the data and institute appropriate safeguards against those risks.
- Openness Principle: agencies should provide notice to individuals about how data is collected, maintained and used.
- Individual Participation Principle: individuals should be able to access data related

POLICY AREAS TO CONSIDER



to them.

- Accountability Principle: through audits, public reports, etc., agencies should demonstrate the other principles are being overseen and enforced.

IACP

Privacy Impact Assessment Report for the Utilization of License Plate Readers

(http://www.theiacp.org/Portals/0/pdfs/LPR_Privacy_Impact_Assessment.pdf)

Automated License Plate Recognition Systems: Policy and Operational Guidance for Law Enforcement

(http://www.theiacp.org/Portals/0/pdfs/IACP_ALPR_Policy_Operational_Guidance.pdf)

- License Plate Numbers as Personally Identifiable Information (PII): license plate numbers in and of themselves are not considered PII. However, when linked to owner information (as is the case in most parking operations) they can be considered PII and should be treated with the protections afforded such data.
- Public Perception: the lack of clearly defined usage and retention policies can often lead to public distrust of LPR programs.
- Secondary Usage: permitted uses of LPR data for purposes other than those for which it was collected should be clearly defined in policy.
- Data Collection: agencies should ensure LPR data is accurate and hot lists are current. Appropriate safeguards should also be put into place to ensure the data is only access and disseminated according to established policy.
- Data Retention: Agencies should develop and implement retention policies that ensure legal retention requirements (statutes of limitation) are met, potential future usefulness of the data is considered, and the risk of maintaining potentially sensitive data is assessed.
- Accountability: Policies should address the access to a dissemination of LPR data through access audit logs. Those logs should be routinely monitored and reviewed. Important to the accountability component of any policy, is ensuring that personnel are properly trained on the use of the technology as well as the privacy practices and their purpose.

Other policy areas parking operators may want to consider when developing their LPR policies include:

- Geo-fencing the boundaries of the parking operation to ensure any data collected outside the boundary, whether intentional or not, is not retained in the system for access.
- Limiting and auditing any hot list data that is manually entered into the system.
- Access to LPR data and entry of hotlist data by local law enforcement.

The use of LPR technology is undoubtedly transformative when applied to parking operations. The gains for customer service and the improvements in operational efficiency are numerous. However, operators must take care to ensure the vast amounts of data potentially collected are used for legitimate purposes and the privacy interests of the public are addressed. The privacy implications and risks are real, but manageable when addressed properly. Research, education, and cooperation between operators and the public are essential to the successful implementation of an LPR program.

Conclusion

Panasonic



Panasonic recommends Windows 8.

TOUGHPAD FZ-M1

- MIL-STD-810G, 5' Drop and All-weather IP65 Dust and Water-resistant Design
- 4th Generation Intel® Core™ i5 vPro™ Processor
- User-replaceable Battery, Optional Bridge Battery and Long Life Battery
- USB 3.0, Optional NFC, Ethernet, Serial, SmartCard, Magnetic Stripe and Barcode Reader¹
- Wi-Fi, Bluetooth® and Optional Dedicated GPS or 4G LTE Multi Carrier Mobile Broadband
- 3-year Warranty with Business Class Support

The world's first fully-rugged 7" Windows® 8 tablet with an Intel® Core™ i5 vPro™ processor.

The Panasonic Toughpad™ FZ-M1 is the world's thinnest and lightest fully-rugged 7" Windows® tablet, built to enable mission-critical mobile worker productivity without compromise. Powered by Windows® 8.1 Pro and a 4th generation Intel® Core™ i5 vPro™ processor, the Toughpad FZ-M1 features a long life, user-replaceable battery and a daylight-readable, high-sensitivity multi touchscreen for use with heavy gloves. With the broadest range of configuration options available in its class, the highly customizable Toughpad FZ-M1 is the ideal tool for today's mobile workforce.



5-FOOT
DROP RATING

IP65

MIL-STD-
810G

1.800.662.3537
panasonic.com/toughpad/M1

SOLUTIONS FOR BUSINESS

TOUGHPAD

Panasonic recommends Windows 8.

DURABILITY

- MIL-STD-810G design (5' drop, shock, vibration, rain, dust, sand, altitude, freeze/thaw, high/low temperature, temperature shock, humidity, explosive atmosphere)
- IP65 certified sealed all-weather fanless design
- Solid state drive heater
- Magnesium alloy chassis encased with ABS and elastomer corner guards
- Optional hand strap or rotating hand strap
- Port covers
- Raised bezel for LCD impact protection
- Pre-installed replaceable screen film for LCD protection

SOFTWARE

- Windows® 8.1 Pro 64-bit (with Windows® 7 downgrade option)
- Panasonic Utilities (including Dashboard, Recovery Partition)

CPU

- Intel® Core™ i5-4302Y vPro™ Processor
 - 1.6GHz with Intel® Turbo Boost up to 2.3GHz
 - 3MB cache

STORAGE & MEMORY

- 8GB SDRAM (DDR3L-1333MHz)¹
- Up to 64GB additional with optional microSDXC card
- 128GB and 256GB solid state drives (SSD) with heaters²

DISPLAY

- 7" WXGA 1280 x 800 with LED backlighting
- 10-point capacitive multi touch daylight-readable screen
 - 500 nit
 - IPS display with direct bonding
 - Anti-reflective screen treatment
 - Ambient light sensor, digital compass, gyro and acceleration sensors
 - Automatic screen rotation
 - Intel® HD graphics 4200 video controller, max. 1664MB shared VRAM with Win 8 64-bit
- Concealed mode (configurable)

AUDIO

- Integrated microphone
- Realtek high-definition audio
- Integrated speaker
- On-screen and button volume and mute controls

KEYBOARD & INPUT

- 10-point multi touch
 - Supports gloved touch and gestures and capacitive stylus pen
- 6 tablet buttons (2 user-definable)
- Integrated stylus holder in optional rotating hand strap
- On-screen QWERTY keyboard

CAMERAS

- 720p webcam with mic
- 5MP rear camera with auto focus and LED light

EXPANSION

- MicroSDXC

INTERFACE

- Docking connector 24-pin
- Headphone/speaker Mini-jack stereo
- USB 3.0 (x 1) 4-pin

WIRELESS

- Optional integrated 4G LTE multi carrier mobile broadband with satellite GPS
- Optional dedicated GPS (SiRFstarIII™)
- Intel® Dual Band Wireless AC7260 Wi-Fi 802.11a/b/g/n/ac
- Bluetooth® v4.0 (Class 1) + EDR
- Security
 - Authentication: LEAP, WPA, 802.1x, EAP-TLS, EAP-FAST, PEAP
 - Encryption: CKIP, TKIP, 128-bit and 64-bit WEP, Hardware AES
- Optional dual high-gain antenna pass-through

POWER SUPPLY

- Li-Ion battery pack:
 - Standard battery: 7.2V, typical 3220mAh, minimum 3120mAh
 - Long life battery: 7.2V, typical 7100mAh, minimum 6800mAh
- Battery operation³:
 - Standard battery: 8 hours
 - Optional long life battery: 16 hours
- Battery charging time⁴:
 - Standard battery: 2.5 hours off, 3 hours on
 - Optional long life battery: TBD

POWER MANAGEMENT

- Suspend/Resume Function, Hibernation, Standby

SECURITY FEATURES

- Password Security, Supervisor, User, Hard Disk Lock
- Kensington cable lock slot
- Trusted platform module (TCG) security chip v 1.2
- Computrace® theft protection agent in BIOS⁵
- Intel® Anti-Theft Technology
- Optional SmartCard reader⁶



WARRANTY

- 3-year limited warranty, parts and labor

DIMENSIONS & WEIGHT⁷

- 7.98"(L) x 5.20"(W) x 0.71"(H)
- 1.2 lbs.

INTEGRATED OPTIONS⁸

- 4G LTE multi carrier mobile broadband with satellite GPS
- Available packages⁹
 - SmartCard reader (half-insertable) and bridge battery, 1D/2D barcode reader or LAN or serial
 - Magnetic strip reader and bridge battery, 1D/2D barcode reader or LAN or serial
 - Near Field Communication and bridge battery, 1D/2D barcode reader or LAN or serial
 - UHF/RFID reader and bridge battery, 1D/2D barcode reader or LAN or serial

ACCESSORIES¹⁰

- AC Adapter (3-prong) CF-AA6431US
- Standard Battery Pack FZ-VZSU94JS
- Long Life Battery Pack FZ-VZSU95JS
- Multi-battery Charger FZ-VCBM11U
- Battery Charger CF-VCBTB3W / FZ-VCBM11U (bundle only)
- Standard Hand Strap FZ-VSTM11U
- Rotating Hand Strap FZ-VSTM12U
- Capacitive Stylus Pen FZ-VNPM11U
- Desktop Cradle FZ-VEBM12U
- Life-function Cradle FZ-VEBM11U
- Replacement Protection Film FZ-VPFM11U

Please consult your reseller or Panasonic representative before purchasing.
Caution: Do not expose bare skin to this product when handling this unit in extreme hot or cold environments.

¹Mutually exclusive option

²1GB = 1,000,000,000 bytes

³Total available memory will be less depending upon actual system configuration

⁴The size of the VRAM cannot be set by the user and varies by operating system as well as size of RAM. Windows 7 max. VRAM is 1544MB.

⁵Approximate time. Battery performance features such as charge time and life span can vary according to the conditions under which the computer and battery are used. Battery operation and recharge times will vary based on many factors, including screen brightness, applications, features, power management, battery conditioning and other customer preferences. Battery testing results from MobileMark 2007.

⁶Requires software and activation to enable theft protection.

⁷Length measurements do not include protrusions

⁸Accessories and Integrated Options may vary depending on your configuration. Visit Panasonic website for more accessories and details.

SOLUTIONS FOR BUSINESS

Panasonic is constantly enhancing product specifications and accessories. Specifications subject to change without notice. Trademarks are property of their respective owners.
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1.800.662.3537
panasonic.com/toughpad/M1

TOUGHPAD

H. Discussion of any parking program analysis reports prepared for previous clients. Proposer must indicate an example(s) in proposal submitted.

Please see the enclosed sample reports which we provide for current Denison Parking, Inc. clients.

Denison Parking, Inc.
Income & Expense Statement
For the Seven Months Ending
July 31, 2012

Prepared by
Denison Parking, Inc.
36 S. Pennsylvania St., #200
Indianapolis, IN 46204

CURRENT MONTH	CURRENT BUDGET	CURRENT VARIANCE	DESCRIPTION	OPERATING REVENUE:			PRIOR Y-T-D BUDGET	PRIOR Y-T-D VARIANCE	ANNUAL FORECAST	ANNUAL BUDGET	VARIANCE	PRIOR YEAR ACTUAL
				YEAR TO DATE	Y-T-D BUDGET	Y-T-D VARIANCE						
\$ 48,085.00	\$ 36,630.00	\$ 11,455.00	Monthly Parking	\$ 317,913.00	\$ 261,660.00	\$ 56,253.00	\$ 265,069.50	\$ 57,193.00	\$ 450,000.00	\$ 77,135.00	\$ 474,000.50	
\$ 43,089.00	\$ 46,930.00	\$ (3,841.00)	Daily Parking	\$ 386,972.00	\$ 376,538.00	\$ 10,434.00	\$ 430,705.00	\$ 665,127.00	\$ 667,265.00	\$ (2,138.00)	\$ 669,845.85	
\$ 53,384.07	\$ 49,817.00	\$ 3,567.07	Overnight Guests	\$ 325,946.04	\$ 350,848.00	\$ (24,901.96)	\$ 336,798.48	\$ 583,717.00	\$ 197,573.00	\$ (118,811.00)	\$ 606,811.07	
\$ 4,410.00	\$ 3,400.00	\$ 1,010.00	Super Bowl Revenue	\$ 26,070.00	\$ 23,820.00	\$ 2,250.00	\$ 32,970.00	\$ 41,120.00	\$ 40,320.00	\$ 800.00	\$ 52,872.00	
\$ 190.00	\$ 90.00	\$ 100.00	Coupons	\$ 970.00	\$ 680.00	\$ 290.00	\$ 1,030.00	\$ 1,210.00	\$ 1,160.00	\$ 50.00	\$ 2,400.00	
\$ 140.00	\$ 90.00	\$ 50.00	Control Card Income	\$ 1,060.00	\$ 610.00	\$ 450.00	\$ 860.00	\$ 1,450.00	\$ 1,085.00	\$ 365.00	\$ 1,550.00	
\$ 164.00	\$ 110.00	\$ 54.00	Late Payment Income	\$ 45,651.00	\$ 170,001.00	\$ 24,350.00	\$ 645,110.00	\$ 1,130,000.00	\$ 1,130,000.00	\$ 0.00	\$ 757.70	
\$ 149,234.07	\$ 136,547.00	\$ 12,687.07	TOTAL	\$ 1,058,885.39	\$ 1,014,086.00	\$ 44,799.39	\$ 1,086,221.18	\$ 1,010,782.00	\$ 1,767,768.00	\$ 62,024.00	\$ 1,844,657.62	
\$ 13,865.62	\$ 14,987.00	\$ (1,091.18)	OPERATING EXPENSE:	\$ 92,729.27	\$ 101,657.00	\$ (8,927.73)	\$ 98,127.46	\$ 165,000.00	\$ 174,732.00	\$ (11,732.00)	\$ 170,676.25	
\$ 13,865.62	\$ 14,987.00	\$ (1,091.18)	SALARIES & WAGES	\$ 92,729.27	\$ 101,657.00	\$ (8,927.73)	\$ 98,127.46	\$ 165,000.00	\$ 174,732.00	\$ (11,732.00)	\$ 170,676.25	
\$ 13,865.62	\$ 14,987.00	\$ (1,091.18)	TOTAL	\$ 92,729.27	\$ 101,657.00	\$ (8,927.73)	\$ 98,127.46	\$ 165,000.00	\$ 174,732.00	\$ (11,732.00)	\$ 170,676.25	
\$ 924.98	\$ 1,079.00	\$ (153.02)	PIR TAXES & BENEFITS	\$ 6,707.21	\$ 7,319.00	\$ (611.79)	\$ 7,161.70	\$ 12,132.00	\$ 12,585.00	\$ (460.00)	\$ 12,377.50	
\$ 29.75	\$ 148.00	\$ (118.25)	Taxes-FICA	\$ 1,136.70	\$ 1,005.00	\$ 111.70	\$ 1,299.80	\$ 1,978.00	\$ 1,729.00	\$ 249.00	\$ 1,943.82	
\$ 119.18	\$ 900.00	\$ (774.67)	Taxes-Federal U C	\$ 2,638.70	\$ 2,074.00	\$ 564.70	\$ 2,806.97	\$ 4,262.00	\$ 3,694.00	\$ 568.00	\$ 2,441.39	
\$ 254.47	\$ 235.00	\$ 19.47	Taxes-State U C	\$ 1,849.60	\$ 1,595.00	\$ 254.60	\$ 1,521.66	\$ 2,978.00	\$ 2,842.00	\$ 136.00	\$ 2,636.97	
\$ 26.42	\$ 25.00	\$ 1.42	Insurance-Work Comp	\$ 199.84	\$ 172.00	\$ 27.84	\$ 178.75	\$ 321.00	\$ 295.00	\$ 26.00	\$ 327.60	
\$ 2,588.66	\$ 2,743.00	\$ (154.34)	401K Expense	\$ 16,915.43	\$ 19,201.00	\$ (2,285.57)	\$ 21,112.71	\$ 29,842.00	\$ 32,816.00	\$ (3,074.00)	\$ 34,840.77	
\$ 3,730.96	\$ 4,530.00	\$ (799.04)	Insurance-Group	\$ 28,436.98	\$ 31,326.00	\$ (2,889.02)	\$ 34,201.59	\$ 51,905.00	\$ 61,748.00	\$ (2,250.00)	\$ 65,161.85	
\$ 3,730.96	\$ 4,530.00	\$ (799.04)	TOTAL	\$ 3,730.96	\$ 4,530.00	\$ (799.04)	\$ 3,730.96	\$ 51,905.00	\$ 61,748.00	\$ (2,250.00)	\$ 65,161.85	
\$ 15,880.00	\$ 15,880.00	\$ 0.00	SECURITY EXPENSE	\$ 53,080.88	\$ 111,154.00	\$ (58,073.12)	\$ 62,625.08	\$ 190,551.00	\$ 190,551.00	\$ 0.00	\$ 112,592.17	
\$ 15,880.00	\$ 15,880.00	\$ 0.00	Security Expense	\$ 53,080.88	\$ 111,154.00	\$ (58,073.12)	\$ 62,625.08	\$ 190,551.00	\$ 190,551.00	\$ 0.00	\$ 112,592.17	
\$ 1,775.00	\$ 2,020.00	\$ (245.00)	LIABILITY INSURANCE	\$ 14,018.00	\$ 12,140.00	\$ 1,878.00	\$ 13,224.18	\$ 22,893.00	\$ 24,740.00	\$ (1,847.00)	\$ 23,092.88	
\$ 1,775.00	\$ 2,020.00	\$ (245.00)	Insurance	\$ 14,018.00	\$ 12,140.00	\$ 1,878.00	\$ 13,224.18	\$ 22,893.00	\$ 24,740.00	\$ (1,847.00)	\$ 23,092.88	
\$ 1,050.00	\$ 1,050.00	\$ 0.00	MANAGEMENT FEE	\$ 7,350.00	\$ 7,351.00	\$ (1.00)	\$ 7,350.00	\$ 12,602.00	\$ 12,602.00	\$ 0.00	\$ 12,602.00	
\$ 1,050.00	\$ 1,050.00	\$ 0.00	Management Fee	\$ 7,350.00	\$ 7,351.00	\$ (1.00)	\$ 7,350.00	\$ 12,602.00	\$ 12,602.00	\$ 0.00	\$ 12,602.00	
\$ 145.00	\$ 300.00	\$ (155.00)	OPERATOR EXPENSES	\$ 1,010.00	\$ 1,500.00	\$ (490.00)	\$ 2,279.50	\$ 2,310.00	\$ 2,600.00	\$ (600.00)	\$ 2,481.00	
\$ 289.80	\$ 285.00	\$ 4.80	Parking Refunds	\$ 4,800.36	\$ 8,935.00	\$ (4,134.64)	\$ 9,672.03	\$ 13,680.00	\$ 13,680.00	\$ 0.00	\$ 14,736.99	
\$ 4,168.06	\$ 4,770.00	\$ (601.94)	Expense & Supplies	\$ 24,420.42	\$ 37,840.00	\$ (13,419.58)	\$ 31,526.60	\$ 64,000.00	\$ 64,989.00	\$ (989.00)	\$ 55,611.63	
\$ 450.00	\$ 450.00	\$ 0.00	Housekeeping	\$ 13,636.58	\$ 15,490.00	\$ (1,853.42)	\$ 14,804.67	\$ 21,954.00	\$ 21,954.00	\$ 0.00	\$ 25,812.68	
\$ 1,073.08	\$ 5,000.00	\$ (3,926.92)	Maintenance	\$ 3,181.84	\$ 3,450.00	\$ (268.16)	\$ 3,255.40	\$ 5,670.00	\$ 5,932.00	\$ (266.00)	\$ 5,505.60	
\$ 247.53	\$ 292.00	\$ (44.47)	Miscellaneous Expense	\$ 18,019.00	\$ 30,963.00	\$ (12,944.00)	\$ 33,376.88	\$ 55,000.00	\$ 56,900.00	\$ (1,900.00)	\$ 49,371.89	
\$ 184.96	\$ 150.00	\$ 34.96	Traffic Control	\$ 3,061.55	\$ 2,170.00	\$ 891.55	\$ 343.60	\$ 5,762.00	\$ 4,832.00	\$ 930.00	\$ 303.60	
\$ 184.96	\$ 150.00	\$ 34.96	Snow Removal	\$ 1,928.21	\$ 2,161.00	\$ (232.79)	\$ 2,094.04	\$ 3,768.00	\$ 4,003.00	\$ (235.00)	\$ 3,850.25	
\$ 184.96	\$ 150.00	\$ 34.96	Uniforms & Laundry	\$ 1,142.46	\$ 1,050.00	\$ 92.46	\$ 1,050.39	\$ 1,897.00	\$ 1,805.00	\$ 92.00	\$ 1,702.74	
\$ 184.96	\$ 150.00	\$ 34.96	Telephone	\$ 71,200.47	\$ 103,621.00	\$ (32,420.53)	\$ 98,353.11	\$ 173,691.00	\$ 176,813.00	\$ (2,822.00)	\$ 150,404.28	
\$ 26,960.38	\$ 55,614.00	\$ (28,653.62)	TOTAL EXPENSES	\$ 267,815.60	\$ 369,149.00	\$ (101,333.40)	\$ 314,881.42	\$ 614,542.00	\$ 632,696.00	\$ (18,154.00)	\$ 533,627.43	
\$ 122,273.69	\$ 20,933.00	\$ 41,340.69	NET INCOME	\$ 791,060.79	\$ 644,937.00	\$ 146,123.79	\$ 771,339.76	\$ 1,205,240.00	\$ 1,125,092.00	\$ 80,178.00	\$ 1,311,400.19	

Denison Parking Inc Condensed Utilization Analysis 2011 - 2012

2012 TICKETS														
	January	February	March	April	May	June	July	August	Sept	Oct	Nov	Dec	Total	% of Total
Regular														
Grace	68	56	89	89	65	77	95	0	0	0	0	0	561	1.32%
	230	237	245	255	308	276	345	0	0	0	0	0	1,894	4.45%
	232	228	299	277	321	280	287	0	0	0	0	0	1,924	4.52%
	750	763	1,000	799	788	748	649	0	0	0	0	0	5,497	12.92%
	705	838	1,105	867	715	693	521	0	0	0	0	0	5,444	12.79%
	710	822	794	1,002	627	611	448	0	0	0	0	0	5,014	11.76%
	1,265	1,352	1,606	1,499	1,080	966	1,009	0	0	0	0	0	8,777	20.63%
	537	546	720	700	606	580	575	0	0	0	0	0	4,264	10.02%
	314	335	403	419	416	363	355	0	0	0	0	0	2,605	6.12%
	113	81	131	140	121	105	148	0	0	0	0	0	839	1.97%
	723	700	876	752	796	741	975	0	0	0	0	0	5,563	13.07%
	18	18	23	24	32	22	38	0	0	0	0	0	173	0.41%
	5,865	5,978	7,291	6,823	5,893	5,482	5,443	0	0	0	0	0	42,555	100.00%
% of annual	13.3%	14.0%	17.1%	16.0%	13.8%	12.8%	12.8%	0.0%	0.0%	0.0%	0.0%	0.0%	100.0%	
YTD Running Total	5,865	11,843	18,934	25,757	31,650	37,112	42,555	42,555	42,555	42,555	42,555	42,555	42,555	
YTD Variance	(3,607)	(5,717)	(4,762)	(3,759)	(3,322)	(3,639)	(3,557)	(9,982)	(16,113)	(22,567)	(20,543)	(34,221)	(34,221)	
Regular Tickets Other														
No Charge Tickets														
Lost Tickets														

Denison Parking Inc Condensed Utilization Analysis 2011 - 2012

2011 TICKETS														
	January	February	March	April	May	June	July	August	Sept	Oct	Nov	Dec	Total	% of Total
Regular	95	109	66	74	63	82	97	70	82	78	72	85	973	1.27%
Grace	203	265	201	230	302	311	262	311	279	324	245	225	2,933	3.82%
	305	252	261	271	290	319	306	313	242	274	276	0	3,109	4.05%
	657	784	904	729	734	769	830	842	748	780	840	0	8,517	11.22%
	917	629	673	631	884	620	591	720	773	731	763	0	8,342	10.97%
	1,073	877	720	877	648	625	455	663	616	622	654	0	7,430	9.68%
	1,999	1,192	1,437	1,204	1,109	1,200	946	1,317	1,437	1,458	1,174	0	14,474	18.85%
	499	535	700	528	546	840	549	679	622	664	577	0	6,539	8.52%
	323	353	352	470	309	387	20	0	0	0	0	0	2,214	2.88%
	0	0	0	0	0	0	333	511	476	375	353	345	2,393	3.12%
Regular Tickets Other	97	171	149	120	132	90	100	229	162	128	117	335	1,830	2.38%
No Charge Tickets	657	598	650	678	621	721	656	757	675	968	1,096	914	9,209	11.89%
Lost Tickets	5	10	23	10	8	15	16	13	19	21	18	16	175	0.23%
Other Bad Tickets	2,242	2,313	0	0	0	0	0	0	0	0	0	0	4,555	5.93%
	9,272	8,088	6,338	5,820	5,456	5,779	5,361	6,425	6,131	6,444	5,986	5,678	76,776	
% of annual	12.1%	10.5%	8.3%	7.6%	7.1%	7.5%	7.0%	8.4%	8.0%	8.4%	7.6%	7.4%	100.0%	
YTD Running Total	9,272	17,360	23,698	29,516	34,972	40,751	46,112	52,537	58,668	65,112	71,098	76,776	76,776	100.0%

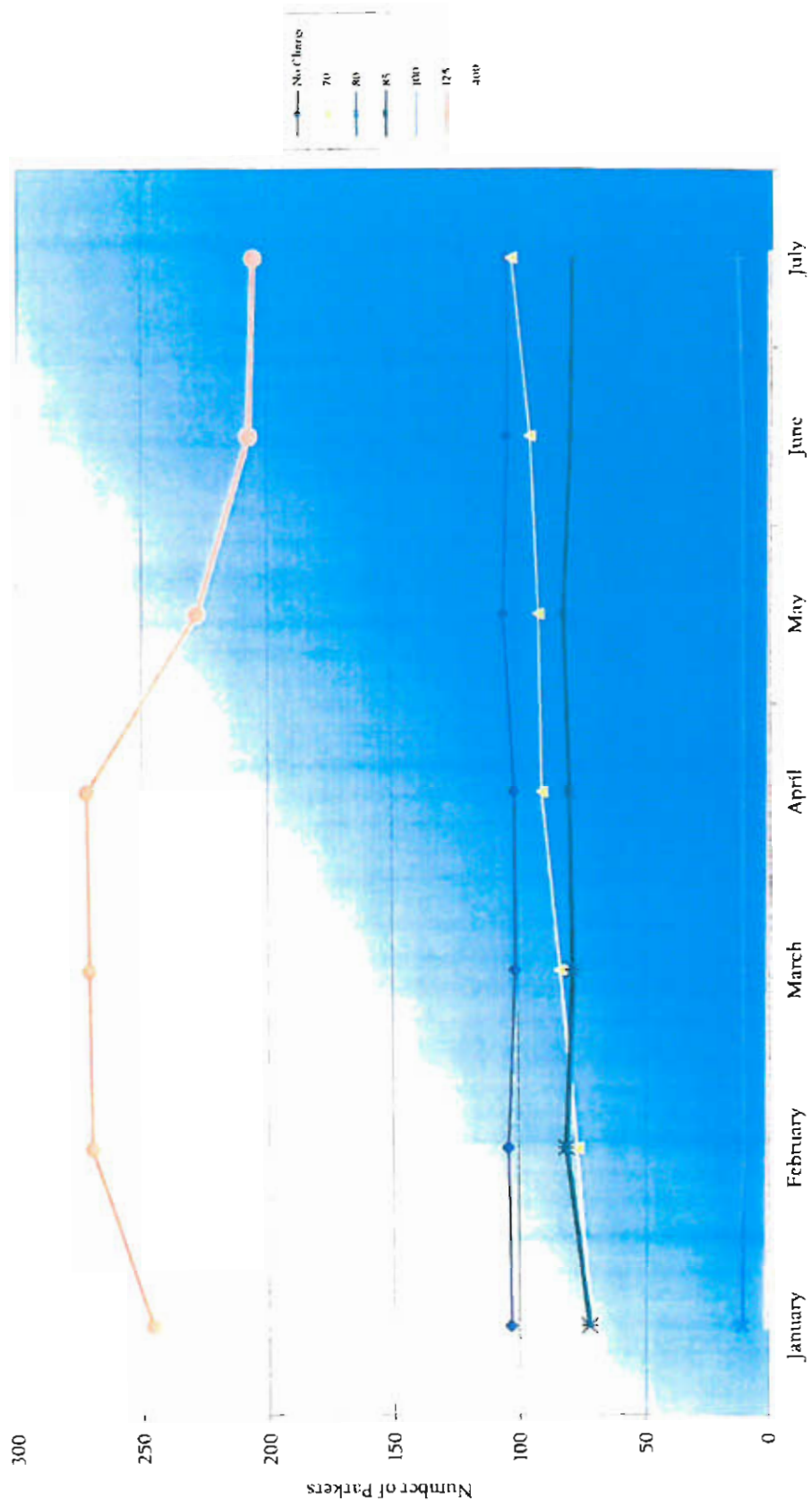
Denison Parking Inc Utilization Analysis Rates 2011 - 2012

2012 TICKETS														
	January	February	March	April	May	June	July	August	Sept	Oct	Nov	Dec	Total	% of Total
Regular														
Grace	68	58	89	89	85	77	95						561	1.32%
	230	237	245	255	306	276	345						1,894	4.45%
	232	228	299	277	321	280	287						1,924	4.52%
	750	763	1,000	799	788	748	649						5,497	12.92%
	705	838	1,105	867	715	693	521						5,444	12.79%
	710	822	794	1,002	627	611	448						5,014	11.78%
	1,265	1,352	1,606	1,499	1,080	966	1,009						8,777	20.63%
	537	546	720	700	606	580	575						4,264	10.02%
	314	335	403	419	416	363	355						2,605	6.12%
Regular Tickets Other	113	81	131	140	121	105	148						839	1.97%
	549	539	681	563	636	575	690						4,233	9.95%
Self Check Out														
No Charge														
Did Not Park	28	44	26	31	28	14	33						204	0.48%
Denison Employee	96	86	121	109	102	104	97						715	1.68%
Security/Police	4	3	1	5	3	5	1						22	0.05%
Vendors/Contractors	22	6	2	8	2	23	131						194	0.46%
Monthly	24	22	45	36	25	20	23						195	0.46%
Custl Satisf/Comp	0	0	0	0	0	0	0						0	0.00%
Other	0	0	0	0	0	0	0						0	0.00%
Lost Ticket														
	18	18	23	24	32	22	36						173	0.41%
	5,665	5,978	7,281	6,823	5,893	5,462	5,443						42,555	100.00%
Total Tickets:	5,665	5,978	7,281	6,823	5,893	5,462	5,443						42,555	100.00%
% of annual	13.3%	14.0%	17.1%	16.0%	13.8%	12.8%	12.8%						100.0%	
YTD Running Total:	5665	11643	18934	25757	31650	37112	42555	42555	42555	42555	42555	42555	42555	
YTD Variance:	(3,607)	(5,717)	(4,762)	(3,756)	(3,322)	(3,639)	(3,557)	(9,962)	(16,113)	(22,557)	(28,543)	(34,221)		

Denison Parking Inc Utilization Analysis Rates 2011 - 2012

2011 TICKETS															
	January	February	March	April	May	June	July	August	Sept	Oct	Nov	Dec	Total	% of Total	
Regular	95	109	66	74	63	82	82	97	70	82	78	72	85	973	1.27%
\$0.00	203	265	201	230	302	311	262	262	311	279	324	245	225	2,933	3.82%
\$4.00	305	252	261	271	290	319	306	306	313	242	274	276	250	3,109	4.05%
\$5.00	857	784	904	729	734	769	830	830	842	748	780	640	663	8,617	11.22%
\$6.00	917	829	873	831	694	620	591	591	720	773	731	763	663	8,342	10.87%
\$10.00	1,073	677	720	677	648	625	455	455	663	616	622	654	747	7,430	9.66%
\$11.00	1,999	1,192	1,437	1,204	1,109	1,200	946	946	1,317	1,437	1,459	1,174	586	14,474	18.85%
\$12.00	499	535	700	528	546	640	549	549	679	622	664	577	437	6,539	8.52%
\$13.00	323	353	352	470	309	387	20	20	0	0	0	0	437	5.71%	
\$14.00	97	171	149	120	132	90	100	100	229	162	128	117	335	1,830	2.38%
\$15.00	405	359	461	529	478	543	626	626	529	406	470	514	561	5,881	7.65%
\$16.00	44	75	52	36	18	28	28	28	44	49	62	72	77	585	0.76%
\$17.00	119	108	100	95	104	101	112	112	108	101	89	92	102	1,231	1.60%
\$18.00	4	5	2	0	2	0	2	2	3	1	3	0	0	22	0.03%
\$19.00	50	16	10	6	4	30	57	57	50	109	342	365	158	1,197	1.56%
\$20.00	35	30	25	10	15	19	31	31	23	9	22	53	16	288	0.38%
\$21.00	0	5	0	0	0	0	0	0	0	0	0	0	0	5	0.01%
\$22.00	5	10	23	10	8	15	1	1	0	0	0	0	0	72	0.09%
Special Event	1,991	1,748	6,336	5,820	5,456	5,779	5,361	5,361	6,425	6,131	6,444	5,986	5,678	76,776	100.00%
Special Event - Saturday	232	389	8.3%	7.6%	7.1%	7.5%	7.0%	7.0%	8.4%	8.0%	8.4%	7.8%	7.4%	621	0.81%
SE Tickets Other	11	0	23,696	29,516	34,972	40,751	46,112	46,112	52,537	58,668	65,112	71,098	76,776	11	0.01%
SE Tickets Other - Saturday	8	21	0	0	0	0	0	0	0	0	0	0	0	29	0.04%
Special Event - Saturday	0	155	0	0	0	0	15	15	13	19	21	19	16	155	0.20%
Total Tickets:	9,272	8,088	6,336	5,820	5,456	5,779	5,361	5,361	6,425	6,131	6,444	5,986	5,678	76,776	100.00%
% of annual	12.1%	10.5%	8.3%	7.6%	7.1%	7.5%	7.0%	7.0%	8.4%	8.0%	8.4%	7.8%	7.4%	100.0%	
YTD Running Total:	9272	17360	23696	29516	34972	40751	46112	46112	52537	58668	65112	71098	76776		

DENISON PARKING INC
 Monthly Revenue Analysis By Rate Band
 Year-to-Date
 July 2012



Aged Balances - Denison Parking, Inc.

Balances as of 7/31/2012

Account	Current	30 Days	60 Days	90 Days	Total Due	Terminated
4 Goel, Hitesh	(\$250.00)	\$0.00	\$0.00	\$0.00	(\$250.00)	
15 Willsey, Kelli	(\$125.00)	\$0.00	\$0.00	\$0.00	(\$125.00)	
19 Jacob, Matthew-Grandfathered	(\$250.00)	\$0.00	\$0.00	\$0.00	(\$250.00)	
37 Cooper, David	(\$875.00)	\$0.00	\$0.00	\$0.00	(\$875.00)	
41 Suerth, Christina	(\$85.00)	\$0.00	\$0.00	\$0.00	(\$85.00)	
53 Prewett, Jennie	(\$125.00)	\$0.00	\$0.00	\$0.00	(\$125.00)	
132 Securitas Security Services USA	(\$1,625.00)	\$0.00	\$0.00	\$0.00	(\$1,625.00)	
144 Denton, Barbara	(\$125.00)	\$0.00	\$0.00	\$0.00	(\$125.00)	
145 Mitchell, Zachary	(\$125.00)	\$0.00	\$0.00	\$0.00	(\$125.00)	
20086 Allison, Lesa	(\$125.00)	\$0.00	\$0.00	\$0.00	(\$125.00)	
20761 Freese, Krista	(\$500.00)	\$0.00	\$0.00	\$0.00	(\$500.00)	
22752 Mastison, Sarah	\$10.00	\$0.00	\$0.00	\$0.00	\$10.00	
27135 Billmeier, Gretchen	(\$680.00)	\$0.00	\$0.00	\$0.00	(\$680.00)	
30759 Rechter, Ilya	(\$425.00)	\$0.00	\$0.00	\$0.00	(\$425.00)	
34654 Rhodes, Bradley	(\$125.00)	\$0.00	\$0.00	\$0.00	(\$125.00)	
35182 Cathcart, David	(\$375.00)	\$0.00	\$0.00	\$0.00	(\$375.00)	
35820 Sill, Patrick	(\$100.00)	\$0.00	\$0.00	\$0.00	(\$100.00)	
39015 Corey, John	(\$125.00)	\$0.00	\$0.00	\$0.00	(\$125.00)	
40242 McPherson, Timothy	(\$62.50)	\$0.00	\$0.00	\$0.00	(\$62.50)	8/8/2013
40870 Rhoades, Meaghan	(\$750.00)	\$0.00	\$0.00	\$0.00	(\$750.00)	8/15/2013
41170 Touney, Greg	(\$125.00)	\$0.00	\$0.00	\$0.00	(\$125.00)	
42129 Malone, Aaron	(\$250.00)	\$0.00	\$0.00	\$0.00	(\$250.00)	
42671 Allen, Benjamin	(\$170.00)	\$0.00	\$0.00	\$0.00	(\$170.00)	
44529 Cavonagh, Barrett	(\$125.00)	\$0.00	\$0.00	\$0.00	(\$125.00)	
45018 Marr, Ambre Leigh	(\$875.00)	\$0.00	\$0.00	\$0.00	(\$875.00)	
45877 Anderson, Ryan	(\$375.00)	\$0.00	\$0.00	\$0.00	(\$375.00)	
46453 Beasley (Sherman), Krista	(\$125.00)	\$0.00	\$0.00	\$0.00	(\$125.00)	9/15/2013
47399 Mahoney, Kaitlin	\$165.00	\$0.00	\$0.00	\$0.00	\$165.00	
47456 Hernandez, Maria R.	(\$200.00)	\$0.00	\$0.00	\$0.00	(\$200.00)	
47534 Norris, James	(\$85.00)	\$0.00	\$0.00	\$0.00	(\$85.00)	
47729 Turner, Madison	(\$125.00)	\$0.00	\$0.00	\$0.00	(\$125.00)	
47771 LaBarr, Joshua	(\$85.00)	\$0.00	\$0.00	\$0.00	(\$85.00)	
Denison Parking Inc.						



Aged Balances - Denison Parking, Inc.

Balances as of 7/31/2012

Account	Current	30 Days	60 Days	90 Days	Total Due	Terminated
48016 Beebe, Scherer & Associates	(\$125.00)	\$0.00	\$0.00	\$0.00	(\$125.00)	8/15/2013
48209 Engledow Group	\$0.00	\$0.00	\$0.00	\$48.00	\$48.00	4/10/2013
48420 Depositories, Indiana Board of	(\$100.00)	\$0.00	\$0.00	\$0.00	(\$100.00)	
48637 IU Health Co Paid	(\$125.00)	\$0.00	\$0.00	\$0.00	(\$125.00)	
48691 Perrault, Debbie	(\$85.00)	\$0.00	\$0.00	\$0.00	(\$85.00)	
48752 Cardwell, John-Citizens Action Coal	(\$250.00)	\$0.00	\$0.00	\$0.00	(\$250.00)	
49442 School Boards Association, Indiana	(\$375.00)	\$0.00	\$0.00	\$0.00	(\$375.00)	
49452 Lahr, Cindy	(\$125.00)	\$0.00	\$0.00	\$0.00	(\$125.00)	
50182 Lyle, June	(\$125.00)	\$0.00	\$0.00	\$0.00	(\$125.00)	9/15/2013
50550 Waddle, Sarah	(\$125.00)	\$0.00	\$0.00	\$0.00	(\$125.00)	
50771 ACPA - Indiana Charter	(\$125.00)	\$0.00	\$0.00	\$0.00	(\$125.00)	
51073 Your Encore	\$0.00	\$42.50	\$0.00	\$0.00	\$42.50	6/11/2013
51321 Collective Brands Group/Payless	(\$125.00)	\$0.00	\$0.00	\$0.00	(\$125.00)	
51552 Swarovski Co. Paid	(\$250.00)	\$0.00	\$0.00	\$0.00	(\$250.00)	
51812 Brough, Richard	(\$125.00)	\$0.00	\$0.00	\$0.00	(\$125.00)	
51902 Centene Mgmnt.-Anita Rooney	(\$125.00)	\$0.00	\$0.00	\$0.00	(\$125.00)	
52284 DiMaggio, Lynda	(\$135.00)	\$0.00	\$0.00	\$0.00	(\$135.00)	8/31/2013
52342 Olson, Kerwin - Legislative	(\$125.00)	\$0.00	\$0.00	\$0.00	(\$125.00)	
52417 Cline, Natalie	(\$125.00)	\$0.00	\$0.00	\$0.00	(\$125.00)	
52799 Monument Management Co Pd	(\$500.00)	\$0.00	\$0.00	\$0.00	(\$500.00)	
53152 DeSantis, Gerry	(\$125.00)	\$0.00	\$0.00	\$0.00	(\$125.00)	
53196 Bose Pubic Affairs Group	(\$125.00)	\$0.00	\$0.00	\$0.00	(\$125.00)	
53798 Hoosier Lottery/GTECH Ind. LLC	(\$125.00)	\$0.00	\$0.00	\$0.00	(\$125.00)	
54351 Pogue, Julia	(\$125.00)	\$0.00	\$0.00	\$0.00	(\$125.00)	10/31/2013
54804 Health Care Assoc., Indiana	(\$125.00)	\$0.00	\$0.00	\$0.00	(\$125.00)	
55041 T.J. Maxx	(\$125.00)	\$0.00	\$0.00	\$0.00	(\$125.00)	
55103 Moreau, Katie	(\$125.00)	\$0.00	\$0.00	\$0.00	(\$125.00)	
55154 Marriott Hotel - Monthly Pkrs	(\$10.00)	\$0.00	\$0.00	\$0.00	(\$10.00)	8/20/2013
55239 Repertory Reg Grandfather	(\$85.00)	\$0.00	\$0.00	\$0.00	(\$85.00)	
55306 Minor, Edgar	(\$125.00)	\$0.00	\$0.00	\$0.00	(\$125.00)	
55496 Moyo, Mandla	(\$10.00)	\$0.00	\$0.00	\$0.00	(\$10.00)	
55623 Duganier, Michael	(\$125.00)	\$0.00	\$0.00	\$0.00	(\$125.00)	
Denison Parking Inc.						



Aged Balances - Denison Parking, Inc.
Balances as of 7/31/2012

Account	Current	30 Days	60 Days	90 Days	Total Due	Terminated 8/31/2013
55783 Atkinson, Jennifer	(\$125.00)	\$0.00	\$0.00	\$0.00	(\$125.00)	
55825 Mensah, Nicole	(\$125.00)	\$0.00	\$0.00	\$0.00	(\$125.00)	
55851 Walden, Victoria	(\$125.00)	\$0.00	\$0.00	\$0.00	(\$125.00)	
55967 Zhang, Amy	(\$385.00)	\$0.00	\$0.00	\$0.00	(\$385.00)	
Report Totals	(\$14,277.50)	\$42.50	\$0.00	\$48.00	(\$14,187.00)	

I. Discussion of proposed monitoring mechanisms for monitoring the performance of personnel, as it relates to administration of the parking enforcement.

Each Parking Ambassador (PA's) and collection personnel will be equipped with a cell phone that will provide GPS tracking. In addition, all vehicles used in the parking operation will have GPS tracking. Our proposed handheld units will track tickets written at each meter.

By tracking the tickets written against the meter numbers, we can see enforcement patterns and begin target enforcement.

J. Discussion of cash receipts processing and recording capacity and internal controls in place to ensure accurate and complete collection, recording and reconciliation of transactions. In addition, discuss planned segregation of duties for collection, recording, cashier drawer balancing procedures (to include reconciliation of opening cash drawer amount, daily receipts and cash receipts system to report reconciliation) a deposit and reconciliation of all parking related revenues, should the City elect Option 2 above.

Please see the Denison Cash Controls Training Material.



Cash Controls Training Material for Management

Cash Controls – Ticket Controls – Safes

Opening Comments

"We are entrusted by our Clients with a tremendous portfolio of real estate and established businesses".

Specifically, what are we entrusted with?

- Money... lots of money... and Tickets (they have value too)!
- Their Business / Real Estate!
- Their Customer's Satisfaction!
- Their REPUTATION!

Not only do we represent Denison each day,
we represent the client in our dealings as well.

(Handout: Little Daily Things)

Real Estate Values Calculated Using Capitalization Rate

(Also known as Cap Rate)

Garage A	\$ 1,622,990
Garage B	\$ 2,137,286
Garage C	\$ 984,611
Garage D	\$ 1,735,845
Garage E	\$ 1,897,501
Garage F	\$ 1,445,212
Garage G	\$ 1,136,285
	\$ 10,959,730

Less 10% Structural Reserve	\$ (1,095,973)
Less Est. Real Estate Tax	\$ (400,000)
Sub-Total	\$ 9,463,757

DIVIDE by Cap Rate (8% or .08) **\$118,296,963**

NOTE: When using this type of calculation, the Cap Rate is the variable used during sale negotiation. It is based upon recent comparable sales of similar facilities (Comps) or other economic data/statistics.

Experiment with the formula using different rates.

As you can see, the value of the properties we manage is tremendous. What can you do to impact this?

The little things you do on a daily basis WILL affect the value of your client's business.

Scenario:

Let's assume you've done your Diversity & Oversell homework and determined you can add just 5 more monthly customers at \$125 a month. All of your expenses and taxes are already covered, so no additional costs are incurred to add this business.

\$125 x 5 Customers x 12 months Then divide by a Cap Rate of 8%.

You've just added \$93,750 to the value of your client's asset!

You can also achieve this type of success by implementing expense saving measures.

The little things you do every day are IMPORTANT !

Fabulous Job Performance Tools

You've been provided a set of fabulous tools to perform your job.

- Denison Operations Manual (& Denison forms)
- Geneva

1.		Composite	Report
2.	Denison	Reconciliation	Report
3.	Bank	Deposit	Report
4.	Due	From Parker	Report
5.	Payment Report		
- Paris

1.	Aging	Sheet
2.	Payment	Reports
3.	Parker/Card Lists	
- Lotus Notes

- WWW
- MS Excel
- MS Word
- Revenue Control Reports (McGann, SCAN NET)
 1. Cleared, cancelled and/or void reports
 2. Count reports
 3. Journal tapes from the register

You have everything you need to achieve OPERATIONAL EXCELLENCE!

But.... you must use the tools provided or you will fail.

It's your job to use them!

We're not going to read through the Ops Manual and touch on each and every possible operational challenge as each property has nuances that differ from the property next door.

We will, however, touch on all of the basics... the things you MUST DO !

I. CASH CONTROLS

(Refer to Section 4 of the Operations Manual)

A. Petty Cash Issue Agreement [\(Handout: Petty Cash Issue Agreement\)](#)

- Remember, you signed for it.
- Protect it.
- It's essentially your money !!!

B. Petty Cash At The Facility

Now that you've signed for operating cash, what do you do with it?

This fund is issued for two purposes.

- Operating funds for your Cashiers to process sales.
- Operating cash for you to make necessary purchases to run the business (supplies, paint, etc.)

Note: These funds are not to be used for personal reasons.

C. Petty Cash Log [\(Handout: Petty Cash Log\)](#)

This form PROTECTS YOUR MONEY! Use It!

This form is used when issuing Petty Cash to Cashiers or Attendants and shifts responsibility for the cash from you to them. Any Petty Cash issue or transfer from one person to another requires documentation.

D. Petty Cash Reimbursement Form (Handout: [Petty Cash Reimbursement Form](#))

As the name implies, this form is turned in to the corporate office so you can receive reimbursement for petty cash spent on supplies.

The Petty Cash at each location needs to be audited on a regular basis. At busy locations with cashier banks (same as Petty Cash) changing hands, or at locations where several people have access, this should be reconciled daily!

As a Manager, you are responsible for this cash!

E. Bank Deposits

- Separate Slips for each type of revenue i.e.; Transient; Monthly; Validation; etc.
- Determine a cutoff time for your bank deposit each day. Do not make several deposits in one day for this revenue. Payments received after the cutoff time can go on the next day's business.
- How often do you go to the bank?
Every Day !!!
- Get receipts.... Make copies.
- Verify the bank deposit slip matches what is in PARIS and GENEVA - do not forward any business to the office until this is verified.
- Payments for Monthly parking are **NOT** to be held until the beginning of the Month being paid.

For example if you receive a check paying September parking on August 25th, post the payment in Paris for August 25th and deposit the payment when you deposit other revenues for that same business day.

Banking Tip:

- When receiving Monthly payments.... Post them !!!
- Verify the monthly checks to the batch and or payments reports in PARIS before taking any monthly deposits to the bank. (Handout: [Paris Payment](#))

- Verify the batch and or payment report in PARIS matches your deposit slip before taking any monthly deposits to the bank.
- Consider logging all checks and include the log with your daily report as detailed back-up for the deposit.

II. TICKET CONTROLS

(Refer to Section 4 of the Operations Manual)

Remember – Tickets have value too!
Adequate controls over them are REQUIRED by you!

Example

Under our current Simon agreements, we can be penalized financially for high-ticket losses that are not explained.

A. Ticket Inventory Log ([Handout: Ticket Inventory Log](#))

You MUST keep accurate records of tickets in inventory, new tickets arriving into inventory and tickets issued from inventory.

B. Missing Tickets

- We cannot stress enough the importance of accurately tracking tickets.
- This is a HUGE issue with potentially HUGE repercussions for failing to manage appropriately.
- Verify your missing ticket number to be correct daily. Many times the missing ticket number is high due to an accounting or data entry error.
- Resolve any problems with missing tickets before sending your locations data up as complete and document your reason for missing ticket issues.

III. SAFES & CASH HANDLING

A. Safes - Various Types

- Single Key
 - Generally smaller units for smaller amounts of cash.

- Provides easy access by cashiers and attendants when a manager or supervisor isn't available to issue cash.
- Double Key
 - Higher level of security by design.
 - Provides ability for more than one person to "witness" the contents of the safe when opened.
 - Often found in offices and booths.

NOTE: A spare set of keys must be kept in the safe at the corporate office.

- Combination
 - Generally a higher level of security with ability to be opened by just one person.

NOTE: The combination must be kept in the safe at the corporate office.

- All safes must be securely mounted to the floor or wall.
- When you experience employee turnover involving someone who has the combination to your safe, be smart and have it changed if the employee may still have access to it. Re-key the locks to your office if you feel it's necessary.

B. Cashier Drops & Drop Log

- It is important that large amounts of money are NEVER left in the cash drawer during a shift. The attendant MUST make frequent drops of \$200 if the shift dictates this. In other words, if a cashier has a \$1,000 shift, 4 drops of \$200 each are required periodically throughout the shift, with the final end of shift amount counted at the end of the shift.
- These drops are to be made in a safe with a witness whenever possible.
- We realize each location has nuances that may require this policy to be adjusted slightly, but close attention to this portion of cash handling is mandatory to prevent large losses.
- Each drop must be properly documented on the Drop Safe Log.
(Handout: Drop Safe Log)

IV OTHER CONTROLS

A. Ops Manual 6.26 – All equipment such as Gate boxes, Exit Stations & Ticket Spitters MUST remain locked at all times.

B. Ops Manual 6.18 - Debit Vouchers are necessary... sometimes! ([Handout: Debit Voucher](#)) At some point in time you may encounter a customer who does not have, nor do they have the means to procure, funds necessary to pay for parking. Use of a Debit Voucher should be a last resort.

C. Ops Manual 6.8 – Cashier Shortages must be monitored closely. A motto of “We do not employ people who are short money”, or “Three Strikes and You’re Out” should be followed. After all, a cashier’s job is to handle money properly. If an employee cannot do this, you need to replace them. Be sure to receive approval from HR before every termination.

NOTE: When a cashier has a shortage, you must begin counseling immediately. Let them know they are short, which accounts for an initial verbal counseling. If short a second time within a given period, produce and present a written Counseling Statement advising that further shortages may result in Suspension or Termination.

- You must be consistent with this discipline!
- Be sure to document and track all shortages.

D. Ops Manual 6.32 – Cashier Breaks. You must not give breaks without following proper procedures. Be sure to account for tickets and monies generated by the employee before they go on break, and again for the relief cashier before the original cashier resumes their shift.

E. Coupons – Be sure that all Coupons redeemed are stamped VOID after the cashier turns them in. This will prevent someone from removing them and falsifying tickets at a later time.

Closing Comments:

- It’s almost a guarantee that if you don’t properly put in place the procedures and controls provided for you to use, someone WILL take advantage of you!
- Each one of you were hired because you impressed upon someone that you are an intelligent professional and capable of making good decisions.

- In other words, you were hired to think through scenarios and troubleshoot each one to a solution.

In addition to the chest full of tools you have been provided, you are also surrounded by an incredible pool of talented people who are genuinely interested in your success.

Don't be afraid to tap into those resources.

NOTES:

K. Discussion of the City's current parking rate structure of \$1.25 per hour (unadjusted for peak days/hours/locations) and any other recommendations based on prior clients or general industry practice. City currently has a boat launch and charges \$10 for a 24 – hour period to park a boat trailer.

Below is an on-street parking rate survey for other cities similar to Pompano Beach. We feel the \$1.25 per hour parking rate currently charged to park at a meter is in-line with other cities across the State of Florida. With the replacement meter heads we have proposed, parking rates can be adjusted by street which will allow you charge a higher rate per hour when special events take place in the City. We currently enforce a similar boat launch parking lot in Ft. Myers, and we have recommended to the City to increase the parking rate to launch a boat and park the vehicle and trailer on the lot at a rate of \$10.00 for both.

On-Street Meter Rates	
City	1st Hr.
Fort Myers	.75-cents
Gainesville	.50-cents
St. Petersburg	\$1.00
St. Augustine	\$1.50
Delray Beach	\$1.50
Yabor City	Free

L. Discussion of planned collection efforts to maximize collections on outstanding parking citations. Proposers should incorporate specific experience/success in this area with other client references to include client name, contact name, title, phone, email, etc. and approximate value or receivables managed annual collections and annual collection rate for client's most recent fiscal year.

Denison would outsource the collections of the citation to Nupark or Passport parking.

10 days after the citation is written, and if the citation is not paid, a collection letter will be sent to the violator; "this is referred to as soft collections". After 30 days if the citation is not paid, it is sent to a collection company "this is referred to as hard collections." The collection company will make collection calls and send letters to the violators which includes out of state plates. The collection company has the ability to place the outstanding citation on the violator's credit report or even place a lien on their vehicle.

We are averaging about a 70 -80% collection ratio in the City of Fort Myers, Florida the contact name for our Ft Myers client is listed below:

Leigh Scrabis
Deputy Director
Fort Myers CRA
1400 Jackson St., Suite 102
Fort Myers, FL 33901
Main Number: (239)321-7100
Fax Number: (239) 344-5911
Email: lscrabis@cityftmyers.com

M. Discussion on any proposed efforts to enhance collections on parking citations written for out of state violators.

For out of state Registered Owner look ups, Denison will use data from a number of nationwide Registered Owner lookup services. These services retrieve vehicle registered-owner information from all 51 US Departments of Motor Vehicles (DMVs), including the District of Columbia, many Canadian provinces, and apportioned vehicles in Mexico.

Additionally plates will be cross referenced with other parking services sold in the area for additional vehicle data.

Collection calls, and letters will be made to the violator, unpaid citations will be placed on the violator credit report as well as a lien placed on their vehicle

N. Discussion of transition plan, inclusive of detailed tasks to be completed, and planned coordination effort with BSO, the City's current parking enforcement partner.

Please find the attached Denison Parking, Inc. Transition Manual for your review.



DENISON PARKING, INC.

TRANSITION MANUAL

CITY OF POMPANO BEACH
Management of Parking Operations

Date: May 2014

This Transition Manual has been written by Denison Parking, Inc. (Denison) for the use of Denison and the City of Pompano Beach and its Affiliates for the purpose of effecting a transition of the operation of the management of parking operations to Denison. It contains confidential and proprietary information related to Denison's business and operational methods. The transfer or dissemination of this manual or its contents via any means to parties other than its intended recipient may be accomplished only with the written consent of Denison.

INTRODUCTION

The purpose of this transition manual is to help ensure a timely and effective change in operational management at major parking facilities.

Denison Parking recognizes that owners, managers and partners in major real estate developments have different and complex goals regarding the parking component of their developments. While some owners may seek revenue maximization as the end goal, others see parking as not only a potential profit center, but a means to enhance leasing and sales. To that end, revenue maximization may be mitigated by special pricing and services designed to embellish the project's overall marketability. Part of our intent with this manual is to ensure that we have a thorough understanding of our client's goals and philosophy regarding the interaction of the parking component and the entire development.

The successful change in management at parking facilities is largely dependent on effective communication, exchange of information and job tasking in a compressed time frame. A material amount of information needed by an incoming operator can only be obtained from or through the client. Detailing that type of information to ensure a timely exchange of critical information such as current accounts receivable, validation programs and special rate pricing provides a road map for the client and operator. Within the operator's company, several different departments and job disciplines must coordinate activities to effect the transition. Accounting, human resources, administration and operations all have a role to play, and this manual provides the playbook.

Finally, this manual will serve as a short form, broad brush to do list for all of the persons involved in the transition. By sweating the details in advance, we hope to avoid any problems whatsoever, whether with issues directly controlled by us, or with sub-contractors and vendors whose timely and effective performance affects ours.

To our clients, vendors and associates, Denison Parking offers its thanks for your role in completing this transition manual. It is indeed the first, and perhaps most crucial step in ensuring a successful parking operation.

A complete and thorough physical inspection of the facility is crucial as early in the transition process as possible. Having a proper understanding of the physical plant impacts every operating, accounting and administration function from personnel scheduling to accounts receivable management. It is logical that the physical inspection is the first phase of an effective transition.

Physical Inspection Team:

Report Prepared By:

Physical Inspection Reviewed By:

- 1. Location – Provide the street address of the facility. If multiple locations, note the address of each.**

DENISON PARKING, INC. TRANSITION PLAN

PHYSICAL INSPECTION

2. Description of Facility:

- **Multi-level garage, surface, other.**
- **Describe mechanical and vertical transportations systems: number of elevators for persons and/or automobiles, auto lifts, man lifts and their condition.**
- **Describe general operation: self-park, valet, or attendant park, aisle stacking, auto lifts, etc.**
- **Total number of parking spaces:**
- **Number of self-park spaces:**
- **Number of stack spaces, if any: 0**
- **Number and location of reserved spaces, if any, and for who reserved:**
- **Number of handicap spaces:**
- **Other:**

3. Approximate age of facility.

4. Describe the number of entrance and exit plazas, their street and level location, the number of entrance or exit lanes within each plaza, and the control equipment within each lane. Include digital photos.

5. Describe the number, size, location, construction and condition of cashier booths. Indicate if telephones, intercom stations and alarms are currently installed or needed if not currently installed.

6. Describe revenue control equipment including manufacturer, approximate age and general condition.

- **Ticket Dispensers:**
- **Barrier Gates:**
- **Treadles:**
- **Card Readers and Type:**
- **Fee Computers/Exit Vend:**

DENISON PARKING, INC. TRANSITION PLAN

PHYSICAL INSPECTION

- **Camera Systems:**
 - **Drop Safes and location:**
 - **Offline or central host computer (include software):**
 - **Central Cashier, POF, etc., and locations:**
 - **Other:**
7. **Transient Tickets.** Describe type (bar code, mag stripe, standard spitter, hand issued). Attach photo copies of samples and describe size.
8. **Monthly Parking.** Describe access card technology, hang tags, etc.
9. **Signage**
- **Is signage adequate overall? Describe deficiencies.**
 - **Are clearance bars properly located at entrance and any other areas where clearance changes within the structure?**
 - **Is there a sign ordinance and is the location in compliance?**
10. **Rates.**
11. **Attach a listing of rates for all categories of parking. Include events, discounts, promotions, etc.**
- **Detail validation programs and methods. Attach samples.**
12. **Overall hours of operation by day of week.**
13. **Number of cashiers, attendants or valet personnel per shift by day of week. Include location. This section should represent the staffing schedule exclusive of maintenance and security personnel.**
14. **Describe uniform requirements.**

DENISON PARKING, INC. TRANSITION PLAN

PHYSICAL INSPECTION

15. **Is overnight parking permitted? If yes and the facility is not attended on a 24 hour basis, describe current and/or recommended method of collecting fees and determining cars left on lot at closing/on lot at opening.**

16. **Lighting. Describe overall quality of lighting system. Note uneven distribution, hot/cold spots and areas where deficiencies present a security or personal injury hazard. Describe type (fluorescent, incandescent, high pressure sodium, mercury halide, etc.) Are fixtures in good condition? Any out?**

17. **Who is responsible for maintaining the lighting, electrical systems and changing bulbs and ballasts?**

18. **Security. Is the garage patrolled by security personnel, how and on what schedule? Who contracts and supervises the security personnel? Attach a copy of post orders if possible. Describe security systems such as cameras, panic alarms, fences, gates, watch clock stations and vehicles.**

19. **Major Housekeeping. Is the owner, operator or a third-party contractor responsible for Housekeeping? If a third-party contractor, who is responsible for contracting and supervising them?**

20. **Describe the general duties of the third-party housekeeper and obtain post orders if possible.**

21. **If Denison is to perform the housekeeping, please answer the following:**
N/A
 - Describe major equipment to be provided by the owner such as sweepers:

 - Describe how refuse is removed (dumpster, etc.)

 - Describe the number and schedule of required housekeeping persons.

 - Any special housekeeping issues such as lack of drainage, lack of convenient water supplies, electrical outlets, wheel stops, elevator or lobby flooring requiring special materials or care, retail or office space on ground floor or building skin presenting a water run-off problem?

DENISON PARKING, INC. TRANSITION PLAN

PHYSICAL INSPECTION

- Will Denison or a subcontractor perform snow removal? Describe scope of snow removal? If any snow removal tasks are to be provided by Denison, please itemize tools and equipment provided and/or required.
22. Describe the kind of driving and pedestrian surfaces in the facility including stairwells and their condition (asphalt, concrete, membranes, and painted areas). Describe condition of expansion joints, drainage, etc. Describe the structural condition and design of the facility. List major structural problems such as spalling, delamination, broken/damaged PT or restrictive cabling, floor cracking, significant rusting of structural members, risers, stairwell caps or pans, etc.
 23. Describe exterior walls and fencing (condition and material).
 24. Does the facility have a garage office? If so, describe its condition and adequacy for performing the operational functions. Does it have a view of the major cashiering exit plaza, camera monitors, etc? Describe major equipment and systems installed.
 25. Describe life safety and fire control systems such as sprinklers (wet or dry), fire extinguishers, smoke detectors, carbon monoxide detectors, etc. Is the garage ventilated by open parapet walls or exhaust fans? If exhaust fans, please describe number per floor and whether turned on/off manually or by carbon monoxide sensors. If manual, number of hours per day operated. Describe emergency lighting systems and their power supply.
 26. Describe communication systems in elevator. Who is responsible for maintenance of these systems and responds to calls?
 27. Are there any ADA issues that need to be addressed? Are handicap and van accessible spaces sufficient and readily accessible? Is wheelchair access to the elevators and mall entrances compliant? Are parking booths compliant with Federal and local codes?
 28. Are restrooms available? Employees, patrons or both? Men's, women's, unisex? Handicap accessible and ADA compliant? Locations.
 29. Are there locker rooms, break rooms, kitchens, etc., provided for use by employees? Location.
 30. Describe location and condition of major electrical panels for the facility. Are they in good condition? Describe specialty sub-systems such as lighting timers, emergency generators, etc.
 31. Describe cold weather issues such as need to drain water standpipes, inspect sprinkler systems, etc.

DENISON PARKING, INC. TRANSITION PLAN

PHYSICAL INSPECTION

- 32. Describe any other major characteristic that may affect Denison's operation such as landscape maintenance, traffic problems on-street that may inhibit entrancing/exiting, need for restriping, other recommendations.**

DENISON PARKING, INC. TRANSITION PLAN

GENERAL PRE-OPENING TASKS

TASK	PERSON RESPONSIBLE	DUE DATE	COMPLETED
1. Complete the rates spreadsheet.			
2. Complete the key vendor list.			
3. Complete the regular and emergency contact lists.			
4. Obtain copy of garage plans (layout, striping flow plan, graphics and electrical).			
5. Verify which parking and office equipment will remain at change over. Complete attached list.			
6. Determine expenses paid directly by client or contracted directly by client.			
7. Prepare pro-forma operating budget.			
8. Secure accounts receivable, card access and aged trial balances information for A/R from client or incumbent operator. Contact Accounting for programming and data entry information for start-up.			
9. Accounting to pre-program Paris A/R system.			
10. Obtain copies of monthly parking contracts in force, special rates offered tenants, etc.			
11. Prepare and send letter and post notices to monthly parkers about management change with billing and payment instructions.			
12. Complete the manpower and operating schedules attached to this section. Contact human resources and secure new hire packets and job advertising information if an ad is needed. Provide HR with copy of manpower assessment.			

DENISON PARKING, INC. TRANSITION PLAN

GENERAL PRE-OPENING TASKS

TASK	PERSON RESPONSIBLE	DUE DATE	COMPLETED
13. If possible, interview and attempt to hire existing personnel subject to standard HR policies and client feedback.			
14. Contact headquarters to order tickets at least four weeks in advance. To designate multiple ticket dispensers, order a different color stock for each dispenser as well as an alpha prefix for each series. Any custom logos will be needed from the client in camera ready or digital format. Complete the attached Exhibit II ticket order form.			
15. As above, order special tickets such as special events, valet, and stall locator stubs.			
16. Order a one month supply of paper and ink products for ticket dispensers, fee computers and other parking equipment.			
17. In the event ordered tickets will not be available and for use in emergencies, order a 30 day supply of blank stock tickets in the proper format.			
18. Order office phone service and phone sets, including at least one regular phone line plus one data line. Determine needs and discuss with accounts payable and accounting. If an extension is ordered for cashier booths, put a block on long distance and any other toll calls. Insert phone numbers here.			
19. Order necessary cell phones and pagers. Insert numbers here.			

DENISON PARKING, INC. TRANSITION PLAN

GENERAL PRE-OPENING TASKS

TASK	PERSON RESPONSIBLE	DUE DATE	COMPLETED
20. Order necessary two-way radio communications and equipment.			
21. Institute payroll processing routine with accounting.			
22. Order time clocks or other needed time recording equipment.			
23. Verify who pays all utility costs. Have service changed over to Denison, if appropriate, to be effective on the takeover date.			
24. Letterhead and envelopes.			
25. Order floor indicators and displays.			
26. Order new signage and/or signage overlays, paying special attention to signs that need updating with Denison's name, logo, telephone numbers, etc.			
27. Verify liability signs in place; order if needed.			
28. Overnight mail supplies.			
29. Accounts payable forms.			
30. Immobilization notices.			
31. General office supplies.			
32. Fax machine if not provided.			
33. Reports and Forms.			
34. Computers/printers/calculators. Determine need and units supplied by owner, if any. Order computers through headquarters IT department.			
35. Determine needs for office furniture and filing cabinets. Submit budget to RM for approval.			
36. Order access cards if needed, allowing six weeks for delivery.			
37. Bank Accounts. Verify need and contact accounting to have new accounts opened. If Owner's depository account, secure account info from client.			
38. Describe how deposits will be made including interim deposits and pick-ups, cash storage until			

DENISON PARKING, INC. TRANSITION PLAN

GENERAL PRE-OPENING TASKS

bank deposit, bank deposit procedure.			
39. Order necessary drop safes; typically one per booth.			
40. Order office depository safe. Note: if armored car service to be used, a dual key safe will be needed, and one key provided to the carrier.			
41. Secure deposit slips.			
42. Secure tamper-proof deposit bags.			
43. Secure night depository or lock box key.			
44. Contract and schedule armored car service if needed. All contracts must be executed at headquarters.			
45. Obtain information from client regarding operating banks transferable from client or incumbent operator, if any.			
46. Secure operating banks from accounting if none provided by client.			
47. Schedule time to debrief with current BSO officers who currently work the area to gather any information, best practices, etc. about parking citation enforcement in the area.			
48. Determine uniform needs and type of service. Get proposals and contract for rentals; send to headquarters for review and execution. Order purchased uniforms from the appropriate supplier.			
49. Determine security and off-duty police needs. Take bids and secure sample contracts if the service is to be contracted by Denison. Provide emergency contact information to security service. See Key Vendor list.			

DENISON PARKING, INC. TRANSITION PLAN
 GENERAL ADMINISTRATIVE AND ACCOUNTING

At the time of takeover, perform the following:

TASK	PERSON RESPONSIBLE	DUE DATE	COMPLETED
1. Secure transferable operating banks.			
2. Secure updated accounts receivable aging schedule reflecting payments on account through takeover.			
3. Provide outgoing operator with our mailing address so they can forward payments on account after takeover. Do this in written form.			
4. Secure keys to facility and equipment. Note: Walk through facility with owner and/or operator and verify that you are receiving all necessary keys, including elevator emergency keys. Have operator open all doors, etc., to verify.			
5. Have parking equipment vendor present at takeover; perform an inspection of all equipment; list any outstanding repairs needed; program passwords on all password protected systems for project manager and show project manager how to program cashier passwords, etc. Get a demo. Have receipt headers programmed to read Denison Parking, Inc.			
6. Schedule equipment vendor after opening to do a complete training session.			

DENISON PARKING, INC. TRANSITION PLAN

GENERAL ADMINISTRATIVE AND ACCOUNTING

TASK	PERSON RESPONSIBLE	DUE DATE	COMPLETED
7. Inventory all equipment spare parts. See form. Have outgoing operator sign in, transferring the inventory physically on-hand and also an inventory of items in transit with repair facilities. Compare this with inventory information provided by Owner or Client.			
8. Inventory all office equipment being turned over. Verify working condition. Have operator sign list.			
9. Verify working order of any maintenance vehicles and equipment such as vehicles, sweepers, scrubbers, etc. Start those engines.			
10. Document number of vehicles in garage at takeover for carry forward revenue. Enter number on appropriate form and/or in STARR.			
11. Physically inspect any valet cars for damage; make list of license plate numbers; verify keys; complete valet inventory form.			
12. Load tickets and other paper products.			
13. Issue change banks to incoming cashiers or floating funds to booths.			
14. Have fire control systems vendor review equipment for proper working order and give or schedule demo. You must learn how to reset false alarms at takeover.			
15. Program cashier codes for next business day.			

DENISON PARKING, INC. TRANSITION PLAN

GENERAL ADMINISTRATIVE AND ACCOUNTING

TASK	PERSON RESPONSIBLE	DUE DATE	COMPLETED
16. Document facility condition at takeover. See form. Take photographs of deficiencies.			
17. Get to work!			

Prepared by: _____

Reviewed by: _____

DENISON PARKING, INC. TRANSITION PLAN
 GENERAL ADMINISTRATIVE AND ACCOUNTING

TASK	PERSON RESPONSIBLE	DUE DATE	COMPLETED
1. Interview Project Manager and on-site operations personnel and document unusual issues or matters.			
2. Identify staffing needs and prepare or obtain job descriptions for each position necessary. Assist operations personnel in completing staffing needs schedule.			
3. In a one location city, prepare a staffing contingency plan and contract with a manpower services group to provide temporary labor on short notice in the case of absenteeism and call outs.			
4. Obtain and provide new hire packages.			
5. Obtain any organized labor agreements in force.			
6. Prepare abstract of existing labor agreements, if any, and provide to regional office, headquarters executives and location manager.			
7. Assist operations personnel in completing hiring process for each position.			
8. Provide employee information to payroll and/or accounting.			
9. Schedule orientation for new employees to include a headquarters HR representative.			
10. Identify necessary training programs and schedule sessions.			
11. Prepare employee emergency contact list and furnish to headquarters and regional offices.			
12. Place initial help wanted ads			
TASK			
13. Provide all necessary policy, HR or Accounting manuals to location manager.			

DENISON PARKING, INC. TRANSITION PLAN

GENERAL ADMINISTRATIVE AND ACCOUNTING

14. Provide all necessary labor regulatory and/or union postings to location manager and verify posted conspicuously.			
15. Schedule times, dates and location for accepting applications and conducting interviews			

Prepared By: _____

Reviewed By: _____

DENISON PARKING, INC. TRANSITION PLAN
 GENERAL ADMINISTRATIVE AND ACCOUNTING

TASK	PERSON RESPONSIBLE	DUE DATE	COMPLETED
1. Complete abstract of operating agreement; Calendar Data Form; Lease or Management Agreement Data Form. Distribute to Accounting, Moore, Regional and HR.			
2. Complete facility review section and other relevant sections, providing key information about facility. Distribute to Accounting, HR and Administration so their tasks may be completed in a timely manner.			
3. Determine and order computers and other data processing equipment. Office Depot Card.			
4. Determine and order FF&E.			
5. Order necessary phone lines including high speed lines for data processing.			
6. Order changeover of all utility accounts to be paid by Denison.			
7. Complete key vendor's list addressing every major type of vendor needed; set up new vendor accounts to include necessary credit info as needed.			
8. Set up chart of accounts and A/P calendar; provide forms and instructions to local staff as needed to implement A/P.			
9. In conjunction with HR, verify that all necessary information is received and entered for timely payroll processing.			
10. Instruct local staff on payroll processing procedures; provide calendar and cut-off dates; establish method of data entry and transfer;			

DENISON PARKING, INC. TRANSITION PLAN

GENERAL ADMINISTRATIVE AND ACCOUNTING

specify records retention.			
11. Establish records retention schedule; filing system and storage set up for all records to be maintained by local staff.			
12. Instruct local staff on audit procedures. Develop and provide daily, weekly, monthly and annual audit schedule for staff and headquarters personnel.			
13. Provide and/or review job descriptions of local management, administrative and clerical personnel assigned to tasks at the facility; review systems and equipment; set up separation of duties tasks; verify computers and all other systems are appropriately password protected to ensure mission critical separation of duties; obtain all passwords to be maintained at headquarters in the event of an emergency.			
14. Review office supply order before ordering			
15. Review and place ticket order.			
16. Ship initial supply of all Denison forms.			
17. Order necessary business cards through headquarters.			
18. Set up STARR and train local management/clerical in its use.			
19. Set up Denison email.			
20. Verify card inventory and set up controls.			
21. Set up Paris A/R system; perform card audit of active cards versus billing of outgoing operator; make corrections in card system.			
22. Program accounts and balances into Paris.			

DENISON PARKING, INC. TRANSITION PLAN

GENERAL ADMINISTRATIVE AND ACCOUNTING

<p>23. Train staff on Paris Systems. Perform first billing and complete first cycle with local staff.</p>			
<p>24. Set up validation program and procedures taking into account all validation types and formats. Inventory supplies of coupons, stamps, valometers, etc. Draft and implement location specific procedures.</p>			
<p>25. Perform a file audit to ensure necessary files are set-up and contain appropriate documentation including signed contract.</p>			
<p>26. Read all tenant contracts and abstracts related to the location or secure a compilation of tenant parking agreements and determine effect on managing parking operation. Prepare summary and distribute to location manager; field audit and accounting.</p>			
<p>27. Go over the preparation of the Operating Plan with location manager. Provide template and set due date for preparation.</p>			
<p>28. Go over all company manuals with location manager. Upon completion, manager should document items reviewed and provided.</p>			
<p>29. Review/secure all existing peripheral service contracts such as janitorial, maintenance agreements, security agreements, uniform agreements, etc. Prepare abstract and distribute to Accounting and Operations personnel.</p>			
<p>30. Ensure location staff</p>			

DENISON PARKING, INC. TRANSITION PLAN

GENERAL ADMINISTRATIVE AND ACCOUNTING

understands procedures related to insurance claims, monthly reporting, special reports and accounting procedures.			
31. Secure temporary office, storage, interview space.			
32. Designate start-up team, set travel schedule, airfare, accommodations			
33. Provide lane set-up info to Davis for Starr			
34. Insurances notifications, bindings, certificates			
35. Place initial uniform order			
36. Review pro-forma budget and assumptions prepared by operations personnel. Investigate unusual items. Prepare memo.			
37. Document accounting's understanding of on-site conditions and equipment and accounting systems (cash receipt handling, accounts receivable; payables, G/L, checking accounts, etc.) as they relate to the new account.			
38. Document understanding of client's reporting requirements and cycles.			
39. Identify all bank accounts to be used. Open accounts as necessary.			
40. Obtain signature cards for bank accounts.			
41. Obtain night depository agreements.			
42. Obtain endorsement stamps, bank deposit slips, bank bags for delivery to location manager.			

DENISON PARKING, INC. TRANSITION PLAN

GENERAL ADMINISTRATIVE AND ACCOUNTING

43. Verify if credit cards are accepted or to be accepted. Set up necessary merchant accounts; order processing equipment and telephone lines.			
44. Document special operating funds, operating advances, expense reimbursements, and negative cash flow issues.			
45. Complete and obtain necessary business licenses.			
46. Establish Petty cash and change funds for project			
47. Verify sales and use taxes; obtain and complete applications; obtain necessary form to file.			
48. Obtain copies of prior two years financial statements for use in preparing financial statements and setting up report.			
49. Set up chart of accounts.			
50. Determine accounting and budget year of owner or contract.			
51. Complete and/or secure initial operating budget.			
52. Obtain worker's compensation rates, SUTA rates, cutoffs, etc.			
53. Obtain a copy or develop parking roster of monthly parkers, rates, access cards issued, access cards in inventory, go forward A/R balances. Set-up A/R system and train on-site personnel.			
54. Obtain new vendor information and set up vendors. Prepare and distribute all necessary letters or notifications needed by existing or new vendors; tenants; monthly parkers; Fire/Police			

DENISON PARKING, INC. TRANSITION PLAN

GENERAL ADMINISTRATIVE AND ACCOUNTING

Departments; Postal Services, etc.			
55. Provide accounting forms package to location to include all necessary forms to be used in cash receipts, daily audit, A/P, A/R, payroll, damage reporting, etc.			
56. Verify validations programs and order coupons needed. Establish validation inventory, reconciliation and audit procedures.			
57. Establish audit procedures for on-site personnel.			
58. Establish and document separation of duties and job description for on-site personnel.			
59. Review all cash headlining procedures and approve.			
60. Review and approve ticket inventory procedures.			
61. Document and distribute records retention schedule. Designate who can approve of records disposal.			
62. Document internal/external audit requirements of client and set first year's schedule.			
63. Obtain off-site storage for records, if necessary.			

Prepared By: _____

Reviewed By: _____

DENISON PARKING, INC. TRANSITION PLAN
 NEW ORELANS CENTRE
 MARKETING/PROMOTION AND OPERATING PLANS

TASK	PERSON RESPONSIBLE	DUE DATE	COMPLETED
1. Obtain tenant roster for monthly parking to determine existing programs and commitments.			
2. Review promotional signage and existing promotions.			
3. Complete market analysis; current and future trend of demand, competition, rate analysis, occupancy levels.			
4. Prepare analysis and recommendations for client.			
5. Verify existing customer notification and announcements.			
6. Verify websites, trade journals, magazines, etc., receive announcement of opening and award.			
7. Identify at least one major project for immediate improvement after the initial takeover is complete.			
8. Identify and initiate amenity programs such as floor indicator notes, windshield washing, car washing, tenant appreciation days, etc.			
9. Within first week after takeover distribute candy, pastries, coffee or other event for customers.			
10. Set up personal meeting with every major parking client.			
11. Coordinate preparation of the master Plan of Operations to be completed within 30 days of initial takeover.			

DENISON PARKING, INC. TRANSITION PLAN
NEW ORELANS CENTRE
MARKETING/PROMOTION AND OPERATING PLANS

Prepared By: _____

Reviewed By: _____

O. Discussion of anticipated timeframe from contract award to being fully operational

Denison Parking, Inc. would be fully operational 30 days from signing of contract. We would like to have a 30 day transition period during this same timeframe in order to ensure a smooth transition of information, processes. We feel this will ensure all transfer of information will adequately take place and further ensure our successful takeover of the operations.

CONFIDENTIAL

SUPPORTING
DOCUMENT #3

2 YEARS OF
FINANCIAL
STATEMENTS

CONFIDENTIAL

DENISON PARKING, INC. AND SUBSIDIARIES

CONSOLIDATED FINANCIAL STATEMENTS
AND
INDEPENDENT AUDITORS' REPORT

December 31, 2011 and 2010



DENISON PARKING, INC. AND SUBSIDIARIES

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Independent Auditors' Report

Board of Directors
Denison Parking, Inc. and Subsidiaries

We have audited the accompanying consolidated balance sheets of Denison Parking, Inc. and Subsidiaries as of December 31, 2011 and 2010, and the related consolidated statements of income, stockholder's equity and cash flows for the years then ended. These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the consolidated financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Denison Parking, Inc. and Subsidiaries at December 31, 2011 and 2010, and the results of their operations and their cash flows for the years then ended in conformity with accounting principles generally accepted in the United States.

Katz, Agnew & Miller, LLP

Indianapolis, Indiana
March 1, 2012

DENISON PARKING, INC. AND SUBSIDIARIES

CONSOLIDATED BALANCE SHEETS
December 31, 2011 and 2010

ASSETS

	2011	2010
CURRENT ASSETS		
Cash and equivalents	\$ 4,050,063	\$ 4,031,677
Accounts receivable	52,883	29,868
Amounts due from parking facilities' owners	1,297,631	917,017
Due from affiliates	30,498	56,385
Prepaid expenses and other	716,630	366,425
Total Current Assets	6,147,705	5,401,372
PROPERTY AND EQUIPMENT		
Machinery and equipment	1,616,240	1,871,437
Leasehold improvements	62,499	68,442
Less: Accumulated depreciation	(1,084,338)	(1,277,498)
Total Property and Equipment	594,401	662,381
INVESTMENT - DEFERRED COMPENSATION	79,002	46,366
INVESTMENTS IN PARKING SERVICES, LLC and DENISON GLOBAL PARKING, LLC	135,504	128,900
TOTAL ASSETS	\$ 6,956,612	\$ 6,239,019

LIABILITIES AND STOCKHOLDER'S EQUITY

CURRENT LIABILITIES		
Current maturities on long-term debt	\$ 65,256	\$ 66,935
Amounts due to parking facilities' owners	1,313,547	1,155,619
Parking coupons and deposits	320,891	251,499
Accrued expenses and other liabilities	1,359,458	1,213,360
Due to affiliates	452,416	374,161
Total Current Liabilities	3,511,568	3,061,574
LONG-TERM LIABILITIES		
Deferred compensation	113,878	85,261
Equipment obligations	45,822	108,717
Total Long-term Liabilities	159,700	193,978
Total Liabilities	3,671,268	3,255,552
STOCKHOLDER'S EQUITY		
Common stock, no par value; 1,000 shares authorized, 100 shares issued and outstanding	1,000	1,000
Additional paid-in capital	1,039,803	1,039,803
Retained earnings	2,244,541	1,942,664
Total Stockholder's Equity	3,285,344	2,983,467
TOTAL LIABILITIES AND STOCKHOLDER'S EQUITY	\$ 6,956,612	\$ 6,239,019

See accompanying notes.

DENISON PARKING, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF INCOME
Years Ended December 31, 2011 and 2010

	2011	2010
REVENUES		
Parking revenue from leased facilities	\$ 3,106,386	\$ 2,158,285
Parking management contract revenue	4,102,038	3,971,403
Total Revenues	7,208,424	6,129,688
EXPENSES		
Parking facilities rental	1,287,565	613,993
Operating expenses	5,148,634	4,860,906
Depreciation	264,082	232,272
Total Expenses	6,700,281	5,707,171
Income from Operations	508,143	422,517
OTHER INCOME (EXPENSE)		
Interest income	8,002	6,715
Interest expense	(8,979)	(9,436)
Equity in earnings of Parking Services, LLC and Denison Global Parking, LLC	6,604	4,892
Other income - net	28,107	50,868
Total Other Income (Expense)	33,734	53,039
NET INCOME	\$ 541,877	\$ 475,556

See accompanying notes.

DENISON PARKING, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF STOCKHOLDER'S EQUITY
Years Ended December 31, 2011 and 2010

	Common Stock	Additional Paid-in Capital	Retained Earnings	Total Stockholder's Equity
BALANCE AT DECEMBER 31, 2009	\$ 1,000	\$ 1,039,803	\$ 1,542,108	\$ 2,582,911
Net income			475,556	475,556
Distributions to stockholder			<u>(75,000)</u>	<u>(75,000)</u>
BALANCE AT DECEMBER 31, 2010	1,000	1,039,803	1,942,664	2,983,467
Net income			541,877	541,877
Distributions to stockholder			<u>(240,000)</u>	<u>(240,000)</u>
BALANCE AT DECEMBER 31, 2011	<u>\$ 1,000</u>	<u>\$ 1,039,803</u>	<u>\$ 2,244,541</u>	<u>\$ 3,285,344</u>

See accompanying notes.

DENISON PARKING, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS
Years Ended December 31, 2011 and 2010

	2011	2010
OPERATING ACTIVITIES		
Net income	\$ 541,877	\$ 475,556
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation	264,082	232,272
Equity in earnings of Parking Services, LLC and Denison Global Parking, LLC	(6,604)	(4,892)
(Increase) decrease in certain current assets:		
Accounts receivable	(23,015)	(11,083)
Due from affiliates	25,887	4,039
Prepaid expenses and other	(350,205)	58,830
Increase (decrease) in certain current liabilities:		
Due to affiliates	78,255	(2,869)
Parking coupons and deposits	69,392	5,313
Accrued expenses and other	174,715	184,759
Net Cash Provided by Operating Activities	<u>774,384</u>	<u>941,925</u>
INVESTING ACTIVITIES		
Investment in Denison Global Parking, LLC		(980)
Increase in investment - deferred compensation	(32,636)	(46,366)
Purchases of property and equipment, net	<u>(196,102)</u>	<u>(338,509)</u>
Net Cash Used in Investing Activities	<u>(228,738)</u>	<u>(385,855)</u>
FINANCING ACTIVITIES		
Increase in amounts due from parking facilities' owners	(380,614)	(218,314)
Increase (decrease) in amounts due to parking facilities' owners	157,928	(270,859)
Repayment of long-term debt	(64,574)	(37,025)
Distributions to stockholder	<u>(240,000)</u>	<u>(75,000)</u>
Net Cash Used by Financing Activities	<u>(527,260)</u>	<u>(601,198)</u>
NET INCREASE (DECREASE) IN CASH AND EQUIVALENTS	18,386	(45,128)
CASH AND EQUIVALENTS		
Beginning of Year	<u>4,031,677</u>	<u>4,076,805</u>
End of Year	<u>\$ 4,050,063</u>	<u>\$ 4,031,677</u>
SUPPLEMENTAL DISCLOSURES		
Cash paid for interest	\$ 8,979	\$ 9,436
Noncash investing and financing activities:		
Debt incurred for acquisition of equipment		78,000

See accompanying notes.

DENISON PARKING, INC. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
December 31, 2011 and 2010

NOTE 1 - ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Principals of Consolidation: The consolidated financial statements include the accounts of Denison Parking, Inc. and its wholly-owned subsidiaries (collectively, Parking). All material intra-entity transactions and balances have been eliminated.

Denison Parking, Inc., including its wholly-owned subsidiaries, Denison Parking Management, LLC and Denison Parking Lafayette, LLC, manages parking facilities and operates certain leased parking facilities. Parking Staffing Solutions, LLC, a wholly-owned subsidiary of Denison Parking, Inc., is a professional employer organization for the employees of Denison Global Parking, LLC. Denison Parking, Inc. is a wholly-owned subsidiary of Denison, Inc. (Denison).

Parking operates multi-level parking structures and surface parking lots under management or lease contracts. Four of the parking facilities managed by Parking are owned by Denison. Parking operates primarily in Indianapolis, but also operates in Virginia, New Jersey, New York, Massachusetts, Minnesota, Washington, D.C., Maryland, Nevada, Louisiana, Florida, and Georgia.

Parking's lease arrangements and management contracts are for fixed periods and are subject to renewal. There can be no assurance that Parking will be able to renew the leases or management contracts on favorable terms. The loss, or renewal on less favorable terms, of a substantial number of these arrangements could have a materially adverse effect on Parking's financial position or results of operations if other contracts are not obtained.

Parking's consolidated financial statements do not include the operating activities (revenues and expenses) of the facilities which it manages. Amounts collected by Parking resulting from the operating performance of the related managed facilities are recorded in the accompanying consolidated balance sheets and included in amounts due to parking facilities' owners. Total parking revenues for managed and leased parking facilities, which represent gross revenues processed by Parking, approximate \$67,025,000 in 2011 and \$66,560,000 in 2010. Revenues processed by Parking for garages owned by the same facility owner comprise 45% of gross revenues processed in 2011 and 49% in 2010.

Estimates: Management uses estimates and assumptions in preparing financial statements in accordance with accounting principles generally accepted in the United States. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities and the reported revenues and expenses. Actual results could vary from the estimates that were used.

Revenues: Parking revenue for leased facilities includes daily and monthly parking fees collected at leased facilities. Management contract revenue includes the base monthly fee Parking receives on management contracts, as well as fees for ancillary services. For certain management contracts, Parking receives a percentage of facility net revenues above a base amount and/or a percentage of facility costs less than a base amount. Parking coupons and deposits includes coupons sold in advance of actual use and deposits for future maintenance expenses. Management recognizes the revenue when earned.

Cash and Equivalents: Cash equivalents include money market fund shares and all investments with original maturities of three months or less. Money market fund shares are stated at fair value (see Note 2 for discussion of fair value measurements). Parking maintains its cash in bank deposit accounts which, at times, may exceed federally insured limits. Parking has not experienced any losses from bank accounts or money market fund shares.

NOTE 1 - ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Receivables: Amounts due from parking facilities' owners represent uncollateralized management contract fees, which include the base monthly fee plus fees for ancillary services. Obligations are due upon receipt, but do not accrue interest. Generally, payments are received within 30 to 45 days of receipt of the billing by the client. Payments of amounts due are allocated to the specific invoices identified on the client's remittance advice. If unspecified, Parking will discuss the payment with the client to determine how to apply the payment.

Parking deems all receivables to be collectible and provides no allowance for doubtful accounts. Parking uses the direct write-off method to account for uncollectable receivables. Parking had no material write-offs in 2011 or 2010.

Property and Equipment are recorded at cost. Depreciation is provided over the estimated useful lives or lease period of the related assets using the straight-line method. Normal maintenance and repairs are expensed as incurred. Estimated useful lives are as follows:

Machinery and equipment	5-7 years
Leasehold Improvements	5-7 years

Long-lived Assets: Parking reviews long-lived assets, including property and equipment, for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Recoverability is measured by comparison of the carrying amount to future net undiscounted cash flows expected to be generated by the related asset. If such assets are considered to be impaired, the impairment to be recognized is measured by the amount by which the carrying amount exceeds its fair market value. To date, no adjustments to the carrying value of Parking's long-lived assets have been required.

Investment-Deferred Compensation: Parking holds an investment to satisfy the deferred compensation liability. The investment is stated at fair value. See Note 2.

Investments in Joint Ventures are accounted for under the equity method. Under the equity method, original investments are recorded at cost and adjusted for Parking's share of undistributed earnings or losses of the investee. Parking reviews the investments in joint ventures for losses in value that are other than temporary and recognizes those losses. To date, Parking has not been required to recognize any losses in value that are other than temporary.

Advertising and Promotion Costs are expensed as incurred and totaled \$2,257 in 2011 and \$251 in 2010.

Income Taxes: Parking is a wholly-owned Qualified Subchapter S Subsidiary of Denison. As such, the taxable income of Parking is reported on the consolidated tax return of Denison. Denison, with the consent of its stockholders, has elected under the Internal Revenue Code to be taxed as an S Corporation. The stockholders of an S Corporation are taxed on their proportionate share of the entity's taxable income. This election is also valid for the state of Indiana and the majority of the other states in which Denison, Inc. and Subsidiaries conduct business. Therefore, no provision or liability for income taxes has been included in the consolidated financial statements. Certain specific deductions and credits flow through Denison to its stockholders. Louisiana, New York, New Jersey and Washington, D.C. do not recognize the S Corporation election filed with the Internal Revenue Service. However, Denison makes the necessary filings in these three states and the district and is taxed at the entity level, but such taxes are not significant.

Denison files income tax returns in the U.S. federal jurisdiction and in various other state jurisdictions. Generally, Denison is no longer subject to U.S. federal and state income tax examinations by tax authorities for years before 2008.

NOTE 1 - ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Subsequent Events: Parking has evaluated the consolidated financial statements for subsequent events occurring through March 1, 2012, the date the consolidated financial statements were available to be issued.

NOTE 2 - FAIR VALUE MEASUREMENTS

Parking categorizes its assets and liabilities that are measured at fair value into a three-level fair value hierarchy. The hierarchy prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements). The asset or liability's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs.

The three levels of the fair value hierarchy are described as follows:

Level 1 – Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets that Parking has the ability to access.

Level 2 – Inputs to the valuation methodology may include: quoted prices for similar assets or liabilities in active markets; quoted prices for identical or similar assets or liabilities in inactive markets; inputs other than quoted prices that are observable for the asset or liability; and/or inputs that are derived principally from or corroborated by observable market data by correlation or other means. If the asset or liability has a specified (contractual) term, the Level 2 input must be observable for substantially the full term of the asset or liability.

Level 3 – Inputs to the valuation methodology are unobservable and significant to the fair value measurement. In situations where there is little or no market activity for the asset or liability, Parking makes estimates and assumptions related to the pricing of the asset or liability including assumptions regarding risk.

Following is a description of the valuation methodologies used by Parking for assets and liabilities that are measured at fair value on a recurring basis. There have been no changes in the methodologies used at December 31, 2011 and 2010.

Mutual Fund Shares and Money Market Fund Shares: Valued at the published net asset value (NAV) of the shares held by Parking at the reporting date.

The preceding methods may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, although Parking's management believes its valuation methods are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of these assets could result in a different fair value measurement at the reporting date.

Following is a summary, by major nature and risks class within each level of the fair value hierarchy, of Parking's assets that are measured at fair value on a recurring basis as of December 31, 2011 and 2010:

2011	Level 1	Total
Cash Equivalents:		
Money market fund shares	\$2,353,203	\$2,353,203
Investment–Deferred Compensation:		
Mutual fund shares:		
Large blend funds	<u>79,002</u>	<u>79,002</u>
Total Assets at Fair Value	<u>\$2,432,205</u>	<u>\$2,432,205</u>

NOTE 2 - FAIR VALUE MEASUREMENTS (CONTINUED)

2010	Level 1	Total
Cash Equivalents:		
Money market fund shares	\$2,351,369	\$2,351,369
Investment-Deferred Compensation:		
Mutual fund shares:		
Large blend funds	<u>46,366</u>	<u>46,366</u>
 Total Assets at Fair Value	 <u>\$2,397,735</u>	 <u>\$2,397,735</u>

At December 31, 2011 and 2010, Parking had no other assets and no liabilities that are measured at fair value on a recurring basis.

NOTE 3 - INVESTMENTS IN JOINT VENTURES

Parking Services, LLC: Parking uses the equity method to account for its 25% interest in Parking Services, LLC, a joint venture providing a parking amenity program to shopping mall customers. Parking recorded income of \$6,669 in 2011 and \$4,893 in 2010, as its proportionate share of the Parking Services, LLC income for those years.

Denison Global Parking, LLC: Parking uses the equity method to account for its 49% interest in Denison Global Parking, LLC, a joint venture to manage metered parking, parking garages and parking lots. Parking recorded a loss of \$65 in 2011 as its proportionate share of the Denison Global Parking, LLC loss for the year. During 2010 the joint venture was formed and Parking contributed \$980 to the entity. There was no operating activity during 2010.

NOTE 4 - DEBT AND CREDIT ARRANGEMENTS

Parking has a credit facility with a bank that provides for an equipment line of credit for borrowings of up to \$1,000,000. Borrowings bear interest at the Bank's prime lending rate, subject to a 4.0% minimum. The interest rate in effect at December 31, 2011 was 4.0%. There were no borrowings against the line of credit at December 31, 2011. Borrowings on the line are unsecured until such time they are converted into a term note secured by the related equipment. The line of credit is subject to renewal in May 2013. The credit facility requires compliance with certain financial and nonfinancial covenants.

Long-term debt consisted of the following at December 31, 2011 and 2010:

	2011	2010
Note payable to bank in monthly installments of \$3,398, including interest computed at 4.27%, through maturity in November, 2012. Secured by related equipment.	\$ 36,584	\$ 74,879
Various capital lease obligations payable in monthly installments, with purchase options at the conclusion of the leases. Secured by related equipment.	<u>74,494</u>	<u>100,773</u>
	111,078	175,652
Less: Current maturities	<u>65,256</u>	<u>66,935</u>
 Total Long-term Debt	 <u>\$ 45,822</u>	 <u>\$108,717</u>

NOTE 4 - DEBT AND CREDIT ARRANGEMENTS (CONTINUED)

The future minimum capital lease payments and aggregate long-term debt maturities as of December 31, 2011, are as follows:

Payable In	Capital Lease Payments	Principal Debt Maturities
2012	\$30,073	\$36,584
2013	39,740	
2014	<u>7,920</u>	
	77,733	
Less: Amount representing interest	<u>3,239</u>	
Net Capital Lease Obligation	<u>\$74,494</u>	

NOTE 5 - OPERATING LEASE COMMITMENTS

Parking's lease arrangements require it to pay the costs of operating the parking facilities including utilities, ordinary and routine maintenance and related payments to facility owners. Parking is generally not responsible for major repairs and maintenance or property taxes.

Parking leased and operated ten parking facilities at December 31, 2011 and 2010. The lease agreements for the facilities are primarily for specified terms with expirations through June 2014. Some of the leases required contingent monthly rentals based on an agreed upon percentage of gross parking receipts.

Additionally, Parking leases its corporate office facility. Costs associated with the corporate office facility are allocated to Denison and other affiliates. Rent reimbursements received from Denison and other affiliates, totaling approximately \$37,385 in 2011 and \$31,330 in 2010, have been offset against office rent expense, which is included in operating expenses in the accompanying consolidated statements of income.

NOTE 6 - MANAGEMENT CONTRACTS

Parking's management contracts expire at various dates through February 2051 and are subject to renewal provisions. Amounts due to owners of parking facilities represent revenues collected by Parking net of facility expenses from the management and operations of parking facilities.

NOTE 7 - EMPLOYEE BENEFIT PLANS

401(k) Retirement Savings Plan

Parking sponsors a 401(k) retirement savings plan (the Plan) which covers substantially all Parking employees who have completed one year of service, worked 1,000 hours and reached the age of 18 years. Plan participants may make pre-tax contributions to the Plan based on a percentage of their annual compensation, not to exceed the annual limit prescribed under the Internal Revenue Code. Parking may make matching contributions to the Plan up to 4% of participants' annual compensation. Additionally, Parking may make profit-sharing contributions to the Plan at the discretion of Parking's Board of Directors. Participants must meet certain eligibility requirements to receive Parking's discretionary contributions. Parking made matching contributions to the Plan of \$34,084 in 2011 and \$30,734 in 2010. No profit-sharing contributions were made in 2011 or 2010.

NOTE 7 - EMPLOYEE BENEFIT PLANS (CONTINUED)

Deferred Compensation Plan

Parking and certain of its officers have entered into a deferred compensation agreement, which provides for certain postretirement payments. Eligible employees are fully vested upon retirement or departure from Parking. Accrued compensation related to the Plan was \$113,878 and \$85,261 at December 31, 2011 and 2010, respectively.

NOTE 8 - RELATED PARTY TRANSACTIONS

Parking manages four parking facilities owned by Denison. Total management fees earned by Parking related to these facilities were \$220,022 in 2011 and \$272,312 in 2010. Total maintenance fees earned by Parking relating to these facilities were \$141,664 in 2011 and \$175,381 in 2010.

Parking also provides accounting and information systems services to Denison and other affiliates. Costs incurred to provide these services of approximately \$32,700 in both 2011 and 2010 were allocated to the appropriate affiliate and netted against Parking's costs reported in the accompanying consolidated statements of income.

CONSOLIDATING INFORMATION



*Independent Auditors' Report
on Consolidating Information*

Board of Directors
Denison Parking, Inc. and Subsidiaries

We have audited the consolidated financial statements of Denison Parking, Inc. and Subsidiaries as of and for the year ended December 31, 2011, and our report thereon dated March 1, 2012, which expressed an unqualified opinion on those consolidated financial statements, appears on page 1. Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The consolidating schedules are presented for purposes of additional analysis of the consolidated financial statements rather than to present financial position, results of operations, and details of operating expenses of the individual companies, and are not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. This information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States. In our opinion, this information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Katz, Sappan & Miller, LLP

Indianapolis, Indiana
March 1, 2012

DENISON PARKING, INC. AND SUBSIDIARIES
CONSOLIDATING SCHEDULE - BALANCE SHEET INFORMATION
December 31, 2011

ASSETS			
	Denison Parking, Inc.	Denison Parking Management, LLC	Denison Parking Lafayette, LLC
CURRENT ASSETS			
Cash and equivalents	\$ 3,158,019	\$ 306,542	\$ 534,502
Accounts receivable	39,638		13,245
Amounts due from parking facilities' owners	1,297,631		
Due from affiliates	28,853		1,645
Prepaid expenses and other	716,630		
Total Current Assets	<u>5,240,771</u>	<u>306,542</u>	<u>549,392</u>
PROPERTY AND EQUIPMENT			
Machinery and equipment	1,610,640		5,600
Leasehold improvements	62,499		
Less: Accumulated depreciation	(1,078,738)		(5,600)
Total Property and Equipment	<u>594,401</u>		<u></u>
OTHER ASSETS			
Investment - deferred compensation	79,002		
Investment in subsidiaries	820,439		
Investment in Parking Services, LLC and Denison Global Parking, LLC	135,504		
Total Other Assets	<u>1,034,945</u>		
TOTAL ASSETS	<u><u>\$ 6,870,117</u></u>	<u><u>\$ 306,542</u></u>	<u><u>\$ 549,392</u></u>
LIABILITIES AND OWNERS' EQUITY			
CURRENT LIABILITIES			
Current maturities of long- term debt	\$ 65,256		
Amounts due to parking facilities' owners	1,293,530	\$ 693	\$ 19,324
Parking coupons and deposits	320,891		
Accrued expenses and other liabilities	1,303,334	55,644	480
Due to affiliates	442,062	10,354	
Total Current Liabilities	<u>3,425,073</u>	<u>66,691</u>	<u>19,804</u>
LONG-TERM LIABILITIES			
Deferred compensation	113,878		
Equipment obligations	45,822		
Total Long-term Liabilities	<u>159,700</u>		
Total Liabilities	<u>3,584,773</u>	<u>66,691</u>	<u>19,804</u>
OWNERS' EQUITY			
Common stock	1,000		
Members' equity-contributed capital		1,000	1,000
Additional paid-in capital	1,039,803		
Retained earnings	2,244,541	238,851	528,588
Total Owners' Equity	<u>3,285,344</u>	<u>239,851</u>	<u>529,588</u>
TOTAL LIABILITIES AND OWNERS' EQUITY	<u><u>\$ 6,870,117</u></u>	<u><u>\$ 306,542</u></u>	<u><u>\$ 549,392</u></u>

Parking Staffing Solutions, LLC	Eliminations	Consolidated
\$ 51,000		\$ 4,050,063
		52,883
		1,297,631
		30,498
		<u>716,630</u>
<u>51,000</u>		<u>6,147,705</u>
		1,616,240
		62,499
		<u>(1,084,338)</u>
		<u>594,401</u>
		79,002
	\$ 820,439	
		135,504
	<u>820,439</u>	<u>214,506</u>
<u>\$ 51,000</u>	<u>\$ 820,439</u>	<u>\$ 6,956,612</u>
		\$ 65,256
		1,313,547
		320,891
		1,359,458
		<u>452,416</u>
		<u>3,511,568</u>
		113,878
		<u>45,822</u>
		<u>159,700</u>
		<u>3,671,268</u>
		1,000
\$ 51,000	\$ 2,000	
	51,000	1,039,803
	<u>767,439</u>	<u>2,244,541</u>
<u>51,000</u>	<u>820,439</u>	<u>3,285,344</u>
<u>\$ 51,000</u>	<u>\$ 820,439</u>	<u>\$ 6,956,612</u>

DENISON PARKING, INC. AND SUBSIDIARIES
CONSOLIDATING SCHEDULE - STATEMENT OF INCOME INFORMATION
Year Ended December 31, 2011

	Denison Parking, Inc.	Denison Parking Management, LLC	Denison Parking Lafayette, LLC
REVENUES			
Parking revenue from leased facilities	\$ 2,066,723	\$ 904,584	\$ 135,079
Parking management contract revenue	4,029,747		72,291
Total Revenues	<u>6,096,470</u>	<u>904,584</u>	<u>207,370</u>
EXPENSES			
Parking facilities rental	615,093	672,472	
Operating expenses	4,887,798	125,458	135,378
Depreciation	264,082		
Total Expenses	<u>5,766,973</u>	<u>797,930</u>	<u>135,378</u>
Income from Operations	<u>329,497</u>	<u>106,654</u>	<u>71,992</u>
OTHER INCOME (EXPENSE)			
Interest income	8,002		
Interest expense	(8,979)		
Income from subsidiaries	179,505		
Equity in earnings of Parking Services, LLC and Denison Global Parking, LLC	6,604		
Other income-net	27,248		859
Total Other Income (Expense)	<u>212,380</u>	<u> </u>	<u>859</u>
NET INCOME	<u><u>\$ 541,877</u></u>	<u><u>\$ 106,654</u></u>	<u><u>\$ 72,851</u></u>

Parking Staffing Solutions, LLC	Eliminations	Consolidated
		\$ 3,106,386
		4,102,038
<hr/>		<hr/>
<hr/>		<hr/>
		7,208,424
		1,287,565
		5,148,634
		264,082
<hr/>		<hr/>
<hr/>		<hr/>
		6,700,281
		508,143
		8,002
		(8,979)
	\$ 179,505	
		6,604
		28,107
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
	179,505	33,734
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
\$ -	\$ 179,505	\$ 541,877

DENISON PARKING, INC. AND SUBSIDIARIES
CONSOLIDATING SCHEDULE OF OPERATING EXPENSES
Year Ended December 31, 2011

	Denison Parking, Inc.	Denison Parking Management, LLC	Denison Parking Lafayette, LLC
PARKING AND MANAGEMENT CONTRACTS COSTS			
Salaries and wages	\$ 1,260,280	\$ 69,052	\$ 68,077
Payroll taxes	202,162	6,302	7,083
Group insurance	236,024	8,135	8,626
Health and welfare	122,644		
Management fee	43,046		
Credit card processing fees	204,158	2,555	28,963
Bank fees	31,392	6,290	1,310
Maintenance	29,985	3,066	
Property taxes	10,772		
Vehicle maintenance	42,296		
Expense and supplies	313,382	9,357	6,245
Fuel	30,279		
Utilities	82,898	3,929	3,293
Housekeeping	316	3,127	171
Travel and entertainment	198,528		
Insurance	14,697	6,480	8,004
Workers' compensation insurance	3,059	883	1,142
Security	5,040		
Shuttle expenses	349,771		
Snow removal		5,249	
Uniforms and laundry	6,575	197	548
Miscellaneous	64,331	461	1,916
Total Parking and Management Contract Costs	<u>3,251,635</u>	<u>125,083</u>	<u>135,378</u>
GENERAL AND ADMINISTRATIVE EXPENSES			
Executive and administrative salaries	1,356,141		
Office rent	123,447		
Professional fees	73,488		
Data processing	47,059		
Dues and subscriptions	22,350		
Contributions	13,678	375	
Total General and Administrative Expenses	<u>1,636,163</u>	<u>375</u>	
TOTAL OPERATING EXPENSES	<u><u>\$ 4,887,798</u></u>	<u><u>\$ 125,458</u></u>	<u><u>\$ 135,378</u></u>

Parking Staffing Solutions, LLC	Consolidated
	\$ 1,397,409
	215,547
	252,785
	122,644
	43,046
	235,676
	38,992
	33,051
	10,772
	42,296
	328,984
	30,279
	90,120
	3,614
	198,528
	29,181
	5,084
	5,040
	349,771
	5,249
	7,320
	<u>66,708</u>
-	<u>3,512,096</u>
	1,356,141
	123,447
	73,488
	47,059
	22,350
	<u>14,053</u>
	<u>1,636,538</u>
\$ -	<u><u>\$ 5,148,634</u></u>

CONFIDENTIAL

DENISON PARKING, INC. AND SUBSIDIARIES

**CONSOLIDATED FINANCIAL STATEMENTS
AND
INDEPENDENT AUDITORS' REPORT**

December 31, 2010 and 2009

KATZ, SAPPER & MILLER
Certified Public Accountants

DENISON PARKING, INC. AND SUBSIDIARIES

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Independent Auditors' Report

Board of Directors
Denison Parking, Inc. and Subsidiaries

We have audited the accompanying consolidated balance sheets of Denison Parking, Inc. and Subsidiaries as of December 31, 2010 and 2009, and the related consolidated statements of income, stockholder's equity and cash flows for the years then ended. These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the consolidated financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Denison Parking, Inc. and Subsidiaries at December 31, 2010 and 2009, and the results of their operations and their cash flows for the years then ended in conformity with accounting principles generally accepted in the United States.

Katz, Sapper & Miller, LLP

Indianapolis, Indiana
March 21, 2011

DENISON PARKING, INC. AND SUBSIDIARIES

CONSOLIDATED BALANCE SHEETS

December 31, 2010 and 2009

ASSETS

	2010	2009
CURRENT ASSETS		
Cash and equivalents	\$ 4,078,043	\$ 4,076,805
Accounts receivable	29,868	18,785
Amounts due from facilities' owners	917,017	698,703
Due from affiliates	56,385	60,424
Prepaid expenses and other	366,425	425,255
Total Current Assets	<u>5,447,738</u>	<u>5,279,972</u>
PROPERTY AND EQUIPMENT		
Machinery and equipment	1,871,437	1,490,616
Leasehold improvements	68,442	68,442
Less: Accumulated depreciation	(1,277,498)	(1,080,913)
Total Property and Equipment	<u>662,381</u>	<u>478,145</u>
INVESTMENTS IN JOINT VENTURES		
Investment in Parking Services, LLC	127,920	123,027
Investment in Denison Global Parking, LLC	980	
Total Investments in Joint Ventures	<u>128,900</u>	<u>123,027</u>
TOTAL ASSETS	<u>\$ 6,239,019</u>	<u>\$ 5,881,144</u>

LIABILITIES AND STOCKHOLDER'S EQUITY

CURRENT LIABILITIES		
Current maturities on long-term debt	\$ 46,881	\$ 33,904
Amounts due to facilities' owners	1,155,619	1,426,478
Parking coupons and deposits	251,499	246,186
Accrued expenses and other liabilities	1,279,746	1,124,085
Due to affiliates	374,161	377,030
Total Current Liabilities	<u>3,107,906</u>	<u>3,207,683</u>
LONG-TERM LIABILITIES		
Deferred compensation	85,261	56,163
Equipment obligations	62,385	34,387
Total Long-term Liabilities	<u>147,646</u>	<u>90,550</u>
Total Liabilities	<u>3,255,552</u>	<u>3,298,233</u>
STOCKHOLDER'S EQUITY		
Common stock, no par value; 1,000 shares authorized, 100 shares issued and outstanding	1,000	1,000
Additional paid-in capital	1,039,803	1,039,803
Retained earnings	1,942,664	1,542,108
Total Stockholder's Equity	<u>2,983,467</u>	<u>2,582,911</u>
TOTAL LIABILITIES AND STOCKHOLDER'S EQUITY	<u>\$ 6,239,019</u>	<u>\$ 5,881,144</u>

See accompanying notes.

DENISON PARKING, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF INCOME

Years Ended December 31, 2010 and 2009

	2010	2009
REVENUES		
Parking revenue from leased facilities	\$ 2,158,285	\$ 2,765,896
Management contract revenue	<u>3,971,403</u>	<u>3,473,601</u>
Total Revenues	<u>6,129,688</u>	<u>6,239,497</u>
EXPENSES		
Parking facilities rental	613,993	1,346,179
Operating expenses	4,860,906	4,590,384
Depreciation	<u>232,272</u>	<u>241,078</u>
Total Expenses	<u>5,707,171</u>	<u>6,177,641</u>
Income from Operations	<u>422,517</u>	<u>61,856</u>
OTHER INCOME (EXPENSE)		
Interest income	6,715	9,151
Interest expense	(9,436)	(7,938)
Equity in earnings of Parking Services, LLC	4,892	(5,003)
Other income-net	<u>50,868</u>	<u>90,814</u>
Total Other Income	<u>53,039</u>	<u>87,024</u>
NET INCOME	<u>\$ 475,556</u>	<u>\$ 148,880</u>

See accompanying notes.

DENISON PARKING, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF STOCKHOLDER'S EQUITY
Years Ended December 31, 2010 and 2009

	Common Stock	Additional Paid-in Capital	Retained Earnings	Total Stockholder's Equity
BALANCE AT DECEMBER 31, 2008	\$ 1,000	\$ 1,039,803	\$ 1,618,228	\$ 2,659,031
Net income			148,880	148,880
Distributions to stockholder			(225,000)	(225,000)
BALANCE AT DECEMBER 31, 2009	1,000	1,039,803	1,542,108	2,582,911
Net income			475,556	475,556
Distributions to stockholder			(75,000)	(75,000)
BALANCE AT DECEMBER 31, 2010	<u>\$ 1,000</u>	<u>\$ 1,039,803</u>	<u>\$ 1,942,664</u>	<u>\$ 2,983,467</u>

See accompanying notes.

DENISON PARKING, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF CASH FLOWS
Years Ended December 31, 2010 and 2009

	2010	2009
OPERATING ACTIVITIES		
Net income	\$ 475,556	\$ 148,880
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation	232,272	241,078
Equity in (earnings) loss of Parking Services, LLC	(4,892)	5,003
(Increase) decrease in certain current assets:		
Accounts receivable	(11,083)	(1,088)
Due from affiliates	4,039	(39,472)
Prepaid expenses and other	58,830	(81,559)
Increase (decrease) in certain current liabilities:		
Due to affiliates	(2,869)	2,525
Parking coupons and deposits	5,313	52,425
Accrued expenses and other	184,759	(89,942)
Net Cash Provided by Operating Activities	<u>941,925</u>	<u>237,850</u>
INVESTING ACTIVITIES		
Investment in Denison Global Parking, LLC	(980)	
Purchases of property and equipment	<u>(338,509)</u>	<u>(309,687)</u>
Net Cash Used in Investing Activities	<u>(339,489)</u>	<u>(309,687)</u>
FINANCING ACTIVITIES		
Increase in amounts due from facilities' owners	(218,314)	(47,549)
Increase (decrease) in amounts due to facilities' owners	(270,859)	166,845
Repayment of long-term debt	(37,025)	(64,619)
Distributions to stockholder	<u>(75,000)</u>	<u>(225,000)</u>
Net Cash Used by Financing Activities	<u>(601,198)</u>	<u>(170,323)</u>
NET INCREASE (DECREASE) IN CASH AND EQUIVALENTS	1,238	(242,160)
CASH AND EQUIVALENTS		
Beginning of Year	<u>4,076,805</u>	<u>4,318,965</u>
End of Year	<u>\$4,078,043</u>	<u>\$4,076,805</u>
SUPPLEMENTAL DISCLOSURES		
Cash paid for interest	\$ 9,436	\$ 7,938
Noncash investing and financing activities:		
Debt incurred for acquisition of equipment	78,000	
Equipment acquired with capital lease obligations		45,006

See accompanying notes.

DENISON PARKING, INC. AND SUBSIDIARIES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The accompanying consolidated financial statements include the accounts and transactions of Denison Parking, Inc. and Subsidiaries (collectively "Parking"). All material intercompany balances and transactions have been eliminated. Denison Parking, Inc., including its wholly-owned subsidiaries, Denison Parking Management, LLC and Denison Parking Lafayette, LLC, manages parking facilities and operates certain leased parking facilities. Parking is a wholly-owned subsidiary of Denison, Inc. (Denison).

Parking operates multi-level parking structures and surface parking lots under management or lease contracts. Four of the parking facilities managed by Parking are owned by Denison. Parking operates primarily in Indianapolis, but also operates in Virginia, New Jersey, New York, Massachusetts, Minnesota, Washington, D.C., Maryland, Nevada, Louisiana, Florida, and Georgia.

Parking's lease arrangements and management contracts are for fixed periods and are subject to renewal. There can be no assurance that Parking will be able to renew the leases or management contracts on favorable terms. The loss, or renewal on less favorable terms, of a substantial number of these arrangements could have a materially adverse effect on Parking's financial position or results of operations if other contracts are not obtained.

Parking's consolidated financial statements do not include the operating activities (revenues and expenses) of the facilities which it manages. Amounts collected by Parking resulting from the operating performance of the related managed facilities are recorded in the accompanying consolidated balance sheets and included in amounts due to facilities' owners. Total parking revenues for managed and leased parking facilities, which represent gross revenues processed by Parking, approximate \$66,560,000 in 2010 and \$70,777,000 in 2009. Revenues processed by Parking for garages owned by the same facility owner comprise 49% of gross revenues processed in 2010 and 56% in 2009.

Estimates: Management uses estimates and assumptions in preparing financial statements in accordance with accounting principles generally accepted in the United States. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities and the reported revenues and expenses. Actual results could vary from the estimates that were used.

Revenues: Parking revenue for leased facilities includes daily and monthly parking fees collected at leased facilities. Management contract revenue includes the base monthly fee Parking receives on management contracts as well as fees for ancillary services. For certain management contracts, Parking receives a percentage of facility net revenues above a base amount and/or a percentage of facility costs less than a base amount.

Cash and Equivalents: Cash equivalents include money market fund shares and all investments with original maturities of three months or less. Money market fund shares are stated at fair value (see Note 2 for discussion of fair value measurements). Parking maintains its cash in bank deposit accounts which, at times, may exceed federally insured limits. Parking has not experienced any losses from bank accounts or money market fund shares.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Property and Equipment are recorded at cost. The assets are depreciated over the estimated useful lives or lease period using the straight-line method. Normal maintenance and repairs are expensed as incurred. Estimated useful lives are as follows:

Machinery and equipment	5 - 7 years
Leasehold Improvements	5 - 7 years

Investments in Joint Ventures are accounted for by the equity method, and are not consolidated in Parking's consolidated financial statements.

Receivables: Amounts due from facilities' owners represent uncollateralized management contract fees, which include the base monthly fee plus fees for ancillary services. Obligations are due upon receipt, but do not accrue interest. Generally, payments are received within 30 to 45 days of receipt of the billing by the client. Payments of amounts due are allocated to the specific invoices identified on the client's remittance advice. If unspecified, Parking will discuss the payment with the client to determine how to apply the payment.

Parking deems all receivables to be collectible and provides no allowance for doubtful accounts. Parking uses the direct write-off method to account for uncollectable receivables. Parking had no material write-offs in 2010 or 2009.

Advertising and Promotion Costs are expensed as incurred and totaled \$251 in 2010 and 2009.

Income Taxes: Denison Parking Inc. is a Qualified Subchapter S Subsidiary owned 100% by Denison, Inc. As a Qualified Subchapter S Subsidiary, the taxable income of Denison Parking Inc. and Subsidiaries is reported on the consolidated tax return of Denison, Inc and Subsidiaries. Denison, Inc., with the consent of its stockholders, has elected under the Internal Revenue Code to be taxed as an S Corporation. The stockholders of an S Corporation are taxed on their proportionate share of the entity's taxable income. This election is also valid for the state of Indiana and the majority of the other states in which Denison, Inc. and Subsidiaries conduct business. Therefore, no provision or liability for income taxes has been included in the consolidated financial statements. Certain specific deductions and credits flow through Denison, Inc. to its stockholders. Louisiana, New York, New Jersey and Washington, D.C. do not recognize the S Corporation election filed with the Internal Revenue Service. However, Denison, Inc. makes the necessary filings in these three states and the district and is taxed at the entity level, but such taxes are not significant.

Parking's parent files income tax returns in the U.S. federal jurisdiction and in various other jurisdictions. Generally, Parking's parent is no longer subject to U.S. federal and state income tax examinations by tax authorities for years before 2007.

Subsequent Events: Management has evaluated the consolidated financial statements for subsequent events occurring through March 21, 2011, the date the consolidated financial statements were available to be issued.

Reclassifications: Certain amounts in the 2009 consolidated financial statements have been reclassified to conform with the presentation of the 2010 consolidated financial statements.

NOTE 2 – FAIR VALUE MEASUREMENTS

The Company has categorized its assets and liabilities that are measured at fair value, based on the priority of the inputs to the valuation technique, into a three-level fair value hierarchy. If the inputs used to measure the assets and liabilities fall within different levels of the hierarchy, the categorization is based on the lowest level input that is significant to the fair value measurement of the assets and liabilities. Assets and liabilities are categorized based on the inputs to the valuation techniques as follows:

Level 1 – Assets or liabilities whose values are based on unadjusted quoted prices available in active markets for identical assets or liabilities.

Level 2 – Assets or liabilities whose values are based on quoted prices in markets that are not active or model inputs that are observable either directly or indirectly for substantially the full term of the asset or liability.

Level 3 – Assets or liabilities whose values are based on prices or valuation techniques that require inputs that are both unobservable and significant to the overall fair value measurement. These inputs reflect management's own assumptions about the assumptions a market participant would use in pricing the asset or liability.

The fair value of Parking's money market fund shares was based on unadjusted published net assets values of the funds. There have been no changes in the methodologies used at December 31, 2010 and 2009.

At December 31, 2010 and 2009, Parking's assets that are measured at fair value on a recurring basis were categorized as follows:

	Level 1	Total
2010:		
Cash Equivalents:		
Money market fund shares	<u>\$2,351,369</u>	<u>\$ 2,351,369</u>
2009:		
Cash Equivalents:		
Money market fund shares	<u>\$1,748,203</u>	<u>\$ 1,748,203</u>

Parking has no liabilities that are measured at fair value on a recurring basis.

NOTE 3 - INVESTMENTS IN JOINT VENTURES

Parking Services, LLC: Parking uses the equity method to account for its 25% interest in Parking Services, LLC, a joint venture providing a parking amenity program to shopping mall customers. Parking recorded income of \$4,893 in 2010 and a loss of \$5,003 in 2009 as its proportionate share of the Parking Services, LLC income or loss for those years.

Denison Global Parking, LLC: Parking uses the equity method to account for its 49% interest in Denison Global Parking, LLC, a joint venture to manage metered parking, parking garages and parking lots. During 2010 the joint venture was formed and Parking contributed \$980 to the entity. There was no operating activity during 2010.

NOTE 4 - DEBT AND CREDIT ARRANGEMENTS

Parking has a credit facility with a bank that provides for an equipment line of credit for borrowings of up to \$500,000. Borrowings bear interest at the Bank's prime lending rate, subject to a 4.0% minimum. The interest rate in effect at December 31, 2010 was 4.0%. There were no borrowings against the line of credit at December 31, 2010. Borrowings on the line are unsecured until such time they are converted into a term note secured by the related equipment. The line of credit is subject to renewal in November 2011. The credit facility requires compliance with certain financial and nonfinancial covenants.

Long-term debt consisted of the following at December 31, 2010 and 2009:

	2010	2009
Note payable to bank in monthly installments of \$3,398, including interest computed at 4.27%, through maturity in November, 2012. Secured by related equipment.	\$ 74,879	
Unsecured notes payable to bank in monthly installments of \$5,170, plus interest computed at 6.47%. Paid off during 2010.		\$25,854
Capital lease obligation payable in monthly installments of \$880, including interest imputed at 6.00%, with purchase options at the conclusion of the lease in September 2014. Secured by related equipment recorded at a cost of \$45,006 and accumulated depreciation of \$10,126 at December 31, 2010.	<u>34,387</u>	<u>42,437</u>
	109,266	68,291
Less: Current maturities	<u>46,881</u>	<u>33,904</u>
Total Long-term Debt	<u>\$ 62,385</u>	<u>\$34,387</u>

The minimum future capital lease payments and aggregate long-term debt maturities as of December 31, 2010, are as follows:

Payable In	Capital Lease Payments	Principal Debt Maturities
2011	\$10,560	\$38,295
2012	10,560	36,584
2013	10,560	
2014	<u>7,920</u>	
	39,600	
Less: Amount representing interest	<u>5,213</u>	
Net Capital Lease Obligation	<u>\$34,387</u>	

NOTE 5 - OPERATING LEASE COMMITMENTS

Parking's lease arrangements require it to pay the costs of operating the parking facilities including utilities, ordinary and routine maintenance and related payments to facility owners. Parking is generally not responsible for major repairs and maintenance or property taxes.

Parking leased and operated ten parking facilities at December 31, 2010 and 2009. The lease agreements for the facilities are primarily for specified terms with expirations through June 2014. Some of the leases required contingent monthly rentals based on an agreed upon percentage of gross parking receipts.

Additionally, Parking leases its corporate office facility. Costs associated with the corporate office facility are allocated to Denison and other affiliates. Rent reimbursements received from Denison and other affiliates, totaling approximately \$31,330 in 2010 and \$33,800 in 2009, have been offset against office rent expense, which is included in operating expenses in the accompanying consolidated statements of income.

NOTE 6 - MANAGEMENT CONTRACTS

Parking's management contracts expire at various dates through October 2012 and are subject to renewal provisions. Amounts due to owners of parking facilities represent revenues collected by Parking net of facility expenses from the management and operations of parking facilities.

NOTE 7 - EMPLOYEE BENEFIT PLANS

401(k) Retirement Savings Plan

Parking sponsors a 401(k) retirement savings plan (the Plan) which covers substantially all Parking employees who have completed one year of service, worked 1,000 hours and reached the age of 18 years. Plan participants may make pre-tax contributions to the Plan based on a percentage of their annual compensation, not to exceed the annual limit prescribed by the Internal Revenue Service. Parking may make matching contributions to the Plan up to 4% of participants' annual compensation. Additionally, Parking may make profit-sharing contributions to the Plan at the discretion of Parking's Board of Directors. Participants must meet certain eligibility requirements to receive Parking's discretionary contributions. Parking made matching contributions to the Plan of \$30,734 in 2010 and \$31,174 in 2009. No profit-sharing contributions were made in 2010 or 2009.

Deferred Compensation Plan

Parking created a deferred compensation plan effective January 1, 2009. Parking and certain of its officers have entered into a deferred compensation agreement, which provides for certain postretirement payments. Eligible employees are fully vested upon retirement or departure from Parking. Accrued compensation related to the Plan was \$85,261 and \$56,163 at December 31, 2010 and 2009, respectively.

NOTE 8 - RELATED PARTY TRANSACTIONS

Parking manages four parking facilities owned by Denison. Total management fees earned by Parking related to these facilities were \$272,312 in 2010 and \$234,348 in 2009. Total maintenance fees earned by Parking relating to these facilities were \$175,381 in 2010 and \$179,687 in 2009.

Parking also provides accounting and information systems services to Denison and other affiliates. Costs incurred to provide these services of approximately \$32,700 in both 2010 and 2009 were allocated to the appropriate affiliate and netted against Parking's costs reported in the accompanying consolidated statements of income.

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*Independent Auditors' Report
on Consolidating Information*

Board of Directors
Denison Parking, Inc. and Subsidiaries

Our report on our audit of the basic consolidated financial statements of Denison Parking, Inc. and Subsidiaries for 2010 appears on page 1. That audit was made for the purpose of forming an opinion on the basic consolidated financial statements taken as a whole. The accompanying consolidating information is presented for purposes of additional analysis of the basic consolidated financial statements rather than to present the financial position, results of operations and details of operating expenses of the individual companies. Such information has been subjected to the auditing procedures applied in the audit of the basic consolidated financial statements and, in our opinion, is fairly stated in all material respects in relation to the basic consolidated financial statements taken as a whole.

Katz, Sapper & Miller, LLP

Indianapolis, Indiana
March 21, 2011

DENISON PARKING, INC. AND SUBSIDIARIES
CONSOLIDATING SCHEDULE-BALANCE SHEET INFORMATION
December 31, 2010

ASSETS

	Denison Parking, Inc.	Denison Parking Management, LLC	Denison Parking Lafayette, LLC
CURRENT ASSETS			
Cash and equivalents	\$ 3,479,943	\$ 170,170	\$ 427,930
Accounts receivable	20,611		9,257
Amounts due from facilities' owner	917,017		
Due from affiliates	25,234	1,171	29,980
Prepaid expenses and other	366,425		
Total Current Assets	<u>4,809,230</u>	<u>171,341</u>	<u>467,167</u>
PROPERTY AND EQUIPMENT			
Machinery and equipment	1,674,824	191,013	5,600
Leasehold improvement	62,499	5,943	
Less: Accumulated depreciation	<u>(1,074,942)</u>	<u>(196,956)</u>	<u>(5,600)</u>
Total Property and Equipment	<u>662,381</u>		
OTHER ASSETS			
Investment in subsidiaries:	589,934		
Investment in Parking Services, LLC	127,920		
Investment in Denison Global Parking, LLC	980		
Total Other Assets	<u>718,834</u>		
TOTAL ASSETS	<u>\$ 6,190,445</u>	<u>\$ 171,341</u>	<u>\$ 467,167</u>

LIABILITIES AND OWNERS' EQUITY

CURRENT LIABILITIES			
Current maturities of long-term deb	\$ 46,881		
Amounts due to facilities' owner	1,144,298	\$ 891	\$ 10,430
Parking coupons and deposit	251,499		
Accrued expenses and other liabilities:	1,242,493	37,253	
Due to affiliates	374,161		
Total Current Liabilities	<u>3,059,332</u>	<u>38,144</u>	<u>10,430</u>
LONG-TERM LIABILITIES			
Deferred compensation	85,261		
Equipment obligation:	62,385		
Total Long-term Liabilities	<u>147,646</u>		
Total Liabilities	<u>3,206,978</u>	<u>38,144</u>	<u>10,430</u>
OWNERS' EQUITY			
Common stock	1,000		
Members' equity-contributed capita		1,000	1,000
Additional paid-in capita	1,039,803		
Retained earnings	1,942,664	132,197	455,737
Total Owners' Equity	<u>2,983,467</u>	<u>133,197</u>	<u>456,737</u>
TOTAL LIABILITIES AND OWNERS' EQUITY	<u>\$ 6,190,445</u>	<u>\$ 171,341</u>	<u>\$ 467,167</u>

Eliminations Consolidated

\$ 4,078,043
 29,868
 917,017
 56,385
366,425
5,447,738

1,871,437
 68,442
(1,277,498)
662,381

\$ 589,934

127,920
980

589,934

128,900

\$ 589,934

\$ 6,239,019

\$ 46,881
 1,155,619
 251,499
 1,279,746
374,161
3,107,906

85,261
62,385
147,646

3,255,552

\$ 2,000

1,000

587,934
589,934

1,039,803
1,942,664

589,934

2,983,467

\$ 589,934

\$ 6,239,019

DENISON PARKING, INC. AND SUBSIDIARIES

CONSOLIDATING SCHEDULE-STATEMENT OF INCOME INFORMATION
Year Ended December 31, 2010

	Denison Parking, Inc.	Denison Parking Management LLC	Denison Parking Lafayette, LLC
REVENUES			
Parking revenue from leased facilities	\$ 1,247,071	\$ 794,578	\$ 116,636
Management contract revenue	3,899,112		72,291
Total Revenues	<u>5,146,183</u>	<u>794,578</u>	<u>188,927</u>
EXPENSES			
Parking facilities rental	50,162	563,831	
Operating expenses	4,592,890	135,643	132,373
Depreciation and amortization	217,934	14,088	250
Total Expenses	<u>4,860,986</u>	<u>713,562</u>	<u>132,623</u>
Income from Operations:	<u>285,197</u>	<u>81,016</u>	<u>56,304</u>
OTHER INCOME (EXPENSE)			
Interest income	6,715		
Interest expense	(9,275)	(161)	
Income from subsidiaries:	139,464		
Equity in income of Parking Services, LLC	4,892		
Other income-net	48,563		2,305
Total Other Income (Expense)	<u>190,359</u>	<u>(161)</u>	<u>2,305</u>
NET INCOME	<u><u>\$ 475,556</u></u>	<u><u>\$ 80,855</u></u>	<u><u>\$ 58,609</u></u>

Eliminations: Consolidated

\$ 2,158,285
3,971,403
6,129,688

613,993
4,860,906
232,272
5,707,171

422,517

6,715
(9,436)

\$ 139,464

4,892
50,868

139,464

53,039

\$ 139,464

\$ 475,556

DENISON PARKING, INC. AND SUBSIDIARIES
CONSOLIDATING SCHEDULE OF OPERATING EXPENSES
Year Ended December 31, 2010

	Denison Parking, Inc.	Denison Parking Management LLC	Denison Parking Lafayette, LLC	Consolidated
PARKING AND MANAGEMENT				
CONTRACTS COSTS				
Salaries and wages	\$ 1,381,386	\$ 71,886	\$ 67,131	\$ 1,520,403
Payroll taxes	190,955	6,523	6,246	203,724
Group insurance	210,349	7,795	8,435	226,579
Workers' compensation insurance	6,643	892	1,097	8,632
Health and welfare	141,393			141,393
Expense and supplies	354,566	9,264	6,912	370,742
Credit card processing fees	228,101	892	27,466	256,459
Maintenance	36,912	27,674	592	65,178
Management fee	43,006			43,006
Insurance	1,339	5,720	7,752	14,811
Travel and entertainmen	172,466		100	172,566
Uniforms and laundry	12,783		322	13,105
Utilities	78,124	1,798	3,123	83,045
Vehicle maintenance	88,506			88,506
Shuttle expenses	91,560			91,560
Fuel	46,896			46,896
Miscellaneous	37,711	2,879	3,197	43,787
Total Parking and Management				
Contract Costs	<u>3,122,696</u>	<u>135,323</u>	<u>132,373</u>	<u>3,390,392</u>
GENERAL AND				
ADMINISTRATIVE EXPENSES				
Executive and administrative salaries	1,191,027			1,191,027
Office rent	115,726			115,726
Professional fees	53,296			53,296
Data processing	74,733			74,733
Dues and subscriptions	22,408			22,408
Contributions	13,004	320		13,324
Total General and Administrative Expense:	<u>1,470,194</u>	<u>320</u>		<u>1,470,514</u>
TOTAL OPERATING EXPENSES	<u><u>\$ 4,592,890</u></u>	<u><u>\$ 135,643</u></u>	<u><u>\$ 132,373</u></u>	<u><u>\$ 4,860,906</u></u>

DENISON PARKING, INC.

BUDGET SUMMARY 2014

Location Name:	Valet
Number of Spaces	100
Location # :	
Revision:	
Submitted by:	Pryor
Date:	June 4, 2014

OPERATING REVENUE

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Monthly Transient Event	6,650	6,275	6,700	6,100	7,225	6,500	6,650	6,875	6,300	7,025	6,500	6,300	79,300
Valet Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-
Control Card	-	-	-	-	-	-	-	-	-	-	-	-	-
Over / Under Sales	-	-	-	-	-	-	-	-	-	-	-	-	-
Rental Income	-	-	-	-	-	-	-	-	-	-	-	-	-
Coupon Income	-	-	-	-	-	-	-	-	-	-	-	-	-
Validation Income	-	-	-	-	-	-	-	-	-	-	-	-	-
Late Payment Fee Income	-	-	-	-	-	-	-	-	-	-	-	-	-
Miscellaneous Income	-	-	-	-	-	-	-	-	-	-	-	-	-
Sales Tax	-	-	-	-	-	-	-	-	-	-	-	-	-
OPERATING REVENUE	6,850	6,275	6,700	6,100	7,225	6,500	6,650	6,875	6,300	7,025	6,500	6,300	79,300

OPERATING EXPENSES

Advertising	-	-	-	-	-	-	-	-	-	-	-	-	-
Armored Car Service	-	-	-	-	-	-	-	-	-	-	-	-	-
Data Processing Fee	-	-	-	-	-	-	-	-	-	-	-	-	-
Control Card Refund	-	-	-	-	-	-	-	-	-	-	-	-	-
Contributions	-	-	-	-	-	-	-	-	-	-	-	-	-
Contract Labor	-	-	-	-	-	-	-	-	-	-	-	-	-
Damage & Repair	1,000	-	1,000	-	-	-	1,000	-	-	1,000	-	-	4,000
Depreciation	-	-	-	-	-	-	-	-	-	-	-	-	-
Capital Expenditures	-	-	-	-	-	-	-	-	-	-	-	-	-
Expense & Supplies	500	530	380	380	380	380	380	530	380	380	380	380	4,980
Fuel Expenses	-	-	-	-	-	-	-	-	-	-	-	-	-
Housekeeping	300	300	300	300	300	300	300	300	300	300	300	300	3,600
Insurance	-	-	-	-	-	-	-	-	-	-	-	-	-
Insurance Group	-	-	-	-	-	-	-	-	-	-	-	-	-
Insurance Workman Comp	308	270	308	289	308	289	308	299	299	299	299	308	3,586
POF Monitoring	-	-	-	-	-	-	-	-	-	-	-	-	-
Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-
Management Fee	500	500	500	500	500	500	500	500	500	500	500	500	6,000
Base Rent (Lease account)	-	-	-	-	-	-	-	-	-	-	-	-	-
Miscellaneous Expense	-	-	-	-	-	-	-	-	-	-	-	-	-
Credit Card Processing Fees	200	200	200	200	200	200	200	200	200	200	200	200	2,400
401K Contribution Expense	-	-	-	-	-	-	-	-	-	-	-	-	-
Administrative Expense	-	-	-	-	-	-	-	-	-	-	-	-	-
Security Expense	-	-	-	-	-	-	-	-	-	-	-	-	-
Traffic Control	-	-	-	-	-	-	-	-	-	-	-	-	-
Snow Removal	-	-	-	-	-	-	-	-	-	-	-	-	-
Taxes FICA	436	382	436	409	436	409	436	423	423	423	423	436	5,070
Taxes Fed U C	63	55	63	59	63	59	63	61	61	61	61	63	729
Taxes State U C	306	269	308	289	308	289	308	298	298	298	298	308	3,579
Hotel Expense	-	-	-	-	-	-	-	-	-	-	-	-	-
Union Welfare Expense	-	-	-	-	-	-	-	-	-	-	-	-	-
Uniforms & Laundry	750	-	-	-	-	750	-	-	-	-	-	-	1,500
Utilities	-	-	-	-	-	-	-	-	-	-	-	-	-
Utilities - Telephone	-	-	-	-	-	-	-	-	-	-	-	-	-
Vehicle Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-
Wage	5,701	4,989	5,701	5,345	5,701	5,345	5,701	5,523	5,523	5,523	5,523	5,701	66,277
OPERATING EXPENSES:	10,066	7,494	8,196	8,770	8,196	8,520	9,196	8,133	7,983	8,983	7,983	8,196	101,721
Percentage Management Fee	-	-	-	-	-	-	-	-	-	-	-	-	-
Percentage Rent	-	-	-	-	-	-	-	-	-	-	-	-	-
OPERATING INCOME:	(3,216)	(1,219)	(1,496)	(2,670)	(971)	(2,020)	(2,546)	(1,258)	(1,683)	(1,958)	(1,483)	(1,896)	(22,421)

LOCATION: Valet 0 DATE: 6/4/2014 REVISION: 0

LOCATION #: 0

REVISION: 0

[Return to Summary](#)

TRANSIENT REVENUE WORKSHEET

Use this section to utilize average daily revenues

This worksheet is intended to be used to calculate the transient, non-contract revenue. Your will need to use your ticket and revenue summaries for the previous 12 months in order to obtain the averages needed to complete this worksheet. You will use Section A & C or Section B & C

Section A

Weekday:

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Average daily revenue	200	200	200	200	200	200	200	200	200	200	200	200	2,000
Weekdays in month	22	20	23	20	23	22	21	23	21	22	22	21	21
Total revenue	4,400	4,000	4,600	4,000	4,600	4,400	4,200	4,600	4,200	4,400	4,400	4,200	\$52,000
Increase / Decrease factor													
Total revised Revenue	4,400	4,000	4,600	4,000	4,600	4,400	4,200	4,600	4,200	4,400	4,400	4,200	\$52,000

Saturday:

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Average daily revenue	350	350	350	350	350	350	350	350	350	350	350	350	3,500
Saturdays in month	5	4	4	4	5	4	5	4	4	5	4	4	4
Total revenue	1,750	1,400	1,400	1,400	1,750	1,400	1,750	1,400	1,400	1,750	1,400	1,400	1,400
Increase / Decrease factor													
Total revised revenue	1,750	1,400	1,400	1,400	1,750	1,400	1,750	1,400	1,400	1,750	1,400	1,400	\$18,200

Sunday:

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Average daily revenue	175	175	175	175	175	175	175	175	175	175	175	175	1,750
Sundays in month	4	5	4	4	5	4	4	5	4	5	4	4	4
Total revenue	700	875	700	700	875	700	700	875	700	875	700	700	700
Increase / Decrease factor													
Total revised revenue	700	875	700	700	875	700	700	875	700	875	700	700	\$9,100

Total Transient Rev.

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Total Transient Rev.	6,850	6,275	6,700	6,100	7,225	6,500	6,650	6,875	6,300	7,025	6,500	6,300	\$79,300

Enter sale tax rate if applicable

Sales Tax 0% \$0

LOCATION: Valet _____ DATE: 6/4/2014 REVISION 0

LOCATION #: 0

[Return to Summary](#)

EXPENSE AND SUPPLIES WORKSHEET

Category	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Alarm Monitoring													\$0
Armored Car													\$0
Background Checks													\$0
Bottled Water													\$0
Business Cards													\$0
Control Cards													\$0
Coupon Books													\$0
Customer Appreciation													\$0
Employment Ads													\$0
Payroll Processing	\$75	\$75	\$75	\$75	\$75	\$75	\$75	\$75	\$75	\$75	\$75	\$75	\$895
Keys/Safe & lock rekey													\$0
Letterhead/Envelops													\$0
Light Bulbs													\$0
Mileage Reimb													\$0
Group Health Admin	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
New Booths													\$0
A/P Pymnt Processing	\$11	\$11	\$11	\$11	\$11	\$11	\$11	\$11	\$11	\$11	\$11	\$11	\$137
Office Supplies													\$0
Pagers													\$0
IT Support	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Parking Permits/Hang Tag													\$0
Roll Tickets													\$0
Event Tickets								\$0					\$0
Valet Tickets								\$0					\$0
Spitter Tickets		\$150						\$150					\$300
I&E / GL Reporting	\$279	\$279	\$279	\$279	\$279	\$279	\$279	\$279	\$279	\$279	\$279	\$279	\$3,348
Validations													\$0
Postage/FedEx													\$0
Paris Maintenance													\$0
Geneva	\$120												\$120
HR Supplies	\$15	\$15	\$15	\$15	\$15	\$15	\$15	\$15	\$15	\$15	\$15	\$15	\$180
Safety Supplies													\$0
Fire Safety													\$0
Total:	\$500	\$530	\$380	\$380	\$380	\$380	\$380	\$530	\$380	\$380	\$380	\$380	\$4,980

LOCATION: Valet 0 DATE: 6/4/2014 REVISION: 0

LOCATION #: 0

LIABILITY INSURANCE

# of spaces:	Monthly liability insurance number from financial statement												Total
	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	
Fixed	-	-	-	-	-	-	-	-	-	-	-	-	-
Variable	-	-	-	-	-	-	-	-	-	-	-	-	-
Total	300	300	300	300	300	300	300	300	300	300	300	300	3,600

GROUP INSURANCE

Enter the number of employees by type of coverage Includes 9% increase for 2014

Single	-	-	-	-	-	-	-	-	-	-	-	-	-
Single + Dep.	-	-	-	-	-	-	-	-	-	-	-	-	-
Single + Spouse	-	-	-	-	-	-	-	-	-	-	-	-	-
Family	-	-	-	-	-	-	-	-	-	-	-	-	-
Total:	0	0	0	0	0	0	0	0	0	0	0	0	0

DAMAGE & REPAIR

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Stolen articles													\$0
Deductible	\$1,000			\$1,000			\$1,000			\$1,000			\$4,000
Lime / Water spots													\$0
Damage to customers vehicle (gate arm)													\$0
Total:	\$1,000	\$0	\$0	\$1,000	\$0	\$0	\$1,000	\$0	\$0	\$1,000	\$0	\$0	\$4,000

ADMINISTRATIVE EXPENSE

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
I/T Support (\$35/PC/month)													0
Monthly P/L Generation													0
Payroll Administration													0
Other (Define)													0
Total	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

UTILITIES

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Electric													\$0
Water / Sewer													\$0
Natural Gas													\$0
Total	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Total

DENISON PARKING, INC.

BUDGET SUMMARY 2014

Location Name:	Pompano Beach Garage
Number of Spaces	500
Location # :	
Revision:	
Submitted by:	Pryor
Date:	June 4, 2014

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
OPERATING REVENUE													
Monthly	1,750	1,750	1,750	1,750	1,750	1,750	1,750	1,750	1,750	1,750	1,750	1,750	21,000
Transient	27,700	26,000	27,550	25,000	20,650	18,500	18,750	19,850	17,950	20,100	18,500	20,050	260,600
Event	-	-	-	-	-	-	-	-	-	-	-	-	-
Valet Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-
Control Card	-	-	-	-	-	-	-	-	-	-	-	-	-
Over / Under Sales	-	-	-	-	-	-	-	-	-	-	-	-	-
Rental Income	-	-	-	-	-	-	-	-	-	-	-	-	-
Coupon Income	-	-	-	-	-	-	-	-	-	-	-	-	-
Validation Income	-	-	-	-	-	-	-	-	-	-	-	-	-
Late Payment Fee Income	-	-	-	-	-	-	-	-	-	-	-	-	-
Miscellaneous Income	-	-	-	-	-	-	-	-	-	-	-	-	-
Sales Tax	-	-	-	-	-	-	-	-	-	-	-	-	-
OPERATING REVENUE	29,450	27,750	29,300	26,750	22,400	20,250	20,500	21,600	19,700	21,850	20,250	21,800	281,600
OPERATING EXPENSES													
Advertising	500	-	-	-	-	-	-	-	-	-	-	-	500
Armored Car Service	-	-	-	-	-	-	-	-	-	-	-	-	-
Data Processing Fee	-	-	-	-	-	-	-	-	-	-	-	-	-
Control Card Refund	-	-	-	-	-	-	-	-	-	-	-	-	-
Contributions	-	-	-	-	-	-	-	-	-	-	-	-	-
Contract Labor	-	-	-	-	-	-	-	-	-	-	-	-	-
Damage & Repair	-	-	-	-	-	-	-	-	-	-	-	-	-
Depreciation	-	-	-	-	-	-	-	-	-	-	-	-	-
Capital Expenditures	-	-	-	-	-	-	-	-	-	-	-	-	-
Expense & Supplies	1,642	1,402	802	1,152	802	1,052	1,152	1,402	802	1,152	802	802	12,968
Fuel Expenses	-	-	-	-	-	-	-	-	-	-	-	-	-
Housekeeping	325	325	325	325	325	4,460	325	325	325	325	325	325	8,035
Insurance	838	638	638	638	638	638	638	638	638	638	638	638	7,656
Insurance Group	882	882	882	882	882	882	882	882	882	882	882	882	10,584
Insurance Workman Comp	275	241	275	258	275	258	275	267	267	267	267	275	3,202
POF Monitoring	-	-	-	-	-	-	-	-	-	-	-	-	-
Maintenance	800	800	800	800	1,300	3,470	800	800	800	800	800	800	12,770
Management Fee	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	12,000
Base Rent (Lease account)	-	-	-	-	-	-	-	-	-	-	-	-	-
Miscellaneous Expense	150	150	150	150	150	150	150	150	150	150	150	150	1,800
Credit Card Processing Fees	300	300	300	300	300	300	300	300	300	300	300	300	3,600
401K Contribution Expense	-	-	-	-	-	-	-	-	-	-	-	-	-
Administrative Expense	-	-	-	-	-	-	-	-	-	-	-	-	-
Security Expense	-	-	-	-	-	-	-	-	-	-	-	-	-
Traffic Control	-	-	-	-	-	-	-	-	-	-	-	-	-
Snow Removal	-	-	-	-	-	-	-	-	-	-	-	-	-
Taxes FICA	389	341	389	365	389	365	389	377	377	377	377	389	4,527
Taxes Fed U C	56	49	56	53	56	53	56	54	54	54	54	56	651
Taxes State U C	275	241	275	258	275	258	275	266	266	266	266	275	3,196
Hotel Expense	-	-	-	-	-	-	-	-	-	-	-	-	-
Union Welfare Expense	-	-	-	-	-	-	-	-	-	-	-	-	-
Uniforms & Laundry	250	-	-	-	-	250	-	-	-	-	-	-	500
Utilities	2,300	2,300	2,300	2,300	2,300	2,300	2,300	2,300	2,300	2,300	2,300	2,300	27,600
Utilities - Telephone	200	200	200	200	200	200	200	200	200	200	200	200	2,400
Vehicle Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-
Wage	5,088	4,462	5,088	4,775	5,088	4,775	5,088	4,932	4,932	4,932	4,932	5,088	59,180
OPERATING EXPENSES:	15,071	13,332	13,481	13,456	13,981	20,411	13,831	13,894	13,294	13,644	13,294	13,481	171,168
Percentage Management Fee	-	-	-	-	-	-	-	-	-	-	-	-	-
Percentage Rent	-	-	-	-	-	-	-	-	-	-	-	-	-
OPERATING INCOME:	14,379	14,418	15,819	13,294	8,419	(161)	6,669	7,706	6,406	8,206	6,956	8,319	110,432

LOCATION: Pompano Beach Garage
 LOCATION #: 0

DATE: 6/4/2014

REVISION: 0

[Return to Summary](#)

TRANSIENT REVENUE WORKSHEET

Use this section to utilize average daily revenues

This worksheet is intended to be used to calculate the transient, non-contract revenue. Your will need to use your ticket and revenue summaries for the previous 12 months in order to obtain the averages needed to complete this worksheet. **You will use Section A & C or Section B & C**

Section A

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Weekday:													
Average daily revenue	850	850	850	850	550	550	550	550	550	550	550	650	
Weekdays in month	22	20	23	20	23	22	21	23	21	22	22	21	
Total revenue	18,700	17,000	19,550	17,000	12,650	12,100	11,550	12,650	11,550	12,100	12,100	13,650	\$170,600
Increase / Decrease factor													
Total revised Revenue	18,700	17,000	19,550	17,000	12,650	12,100	11,550	12,650	11,550	12,100	12,100	13,650	\$170,600
Saturday:													
Average daily revenue	1,000	1,000	1,000	1,000	800	800	800	800	800	800	800	800	
Saturdays in month	5	4	4	4	5	4	5	4	4	5	4	4	
Total revenue	5,000	4,000	4,000	4,000	4,000	3,200	4,000	3,200	3,200	4,000	3,200	3,200	\$45,000
Increase / Decrease factor													
Total revised revenue	5,000	4,000	4,000	4,000	4,000	3,200	4,000	3,200	3,200	4,000	3,200	3,200	\$45,000
Sunday:													
Average daily revenue	1,000	1,000	1,000	1,000	800	800	800	800	800	800	800	800	
Sundays in month	4	5	4	4	5	4	4	5	4	5	4	4	
Total revenue	4,000	5,000	4,000	4,000	4,000	3,200	3,200	4,000	3,200	4,000	3,200	3,200	\$45,000
Increase / Decrease factor													
Total revised revenue	4,000	5,000	4,000	4,000	4,000	3,200	3,200	4,000	3,200	4,000	3,200	3,200	\$45,000
Total Transient Rev.	27,700	26,000	27,550	25,000	20,650	18,500	18,750	19,850	17,950	20,100	18,500	20,050	\$260,600

Enter sale tax rate if applicable
 Sales Tax **0%**

\$0

LOCATION: Pompano Beach Garage DATE: 6/4/2014 REVISION 0

LOCATION #: 0

[Return to Summary](#)

EXPENSE AND SUPPLIES WORKSHEET

Category	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Alarm Monitoring													\$0
Armored Car													\$0
Background Checks													\$0
Bottled Water													\$0
Business Cards													\$0
Control Cards													\$0
Coupon Books													\$0
Customer Appreciation													\$0
Employment Ads	\$250					\$250							\$500
Payroll Processing	\$32	\$32	\$32	\$32	\$32	\$32	\$32	\$32	\$32	\$32	\$32	\$32	\$384
Keys/Safe & lock rekey													\$0
Letterhead/Envelops													\$0
Light Bulbs	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$100	\$1,200
Mileage Reimb													\$0
Group Health Admin	\$31	\$31	\$31	\$31	\$31	\$31	\$31	\$31	\$31	\$31	\$31	\$31	\$368
New Booths													\$0
A/P Pymnt Processing	\$57	\$57	\$57	\$57	\$57	\$57	\$57	\$57	\$57	\$57	\$57	\$57	\$685
Office Supplies	\$75	\$75	\$75	\$75	\$75	\$75	\$75	\$75	\$75	\$75	\$75	\$75	\$900
Pagers													\$0
IT Support	\$129	\$129	\$129	\$129	\$129	\$129	\$129	\$129	\$129	\$129	\$129	\$129	\$1,543
Parking Permits/Hang Tag													\$0
Receipt Tape		\$250						\$250					\$500
Event Tickets		\$0						\$0					\$0
Valet Tickets		\$0						\$0					\$0
Spitter Tickets		\$350						\$350					\$700
I&E / GL Reporting	\$279	\$279	\$279	\$279	\$279	\$279	\$279	\$279	\$279	\$279	\$279	\$279	\$3,348
Validations													\$0
Postage/FedEx	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$600
Paris Maintenance	\$120												\$120
Geneva	\$120												\$120
HR Supplies	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$300
Safety Supplies	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$300
Fire Safety	\$350			\$350			\$350			\$350			\$1,400
													\$0
													\$0
Total:	\$1,642	\$1,402	\$802	\$1,152	\$802	\$1,052	\$1,152	\$1,402	\$802	\$1,152	\$802	\$802	\$12,968

Option # 2

CONFIDENTIAL

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DENISON PARKING, INC.

BUDGET SUMMARY 2014

Location Name:

Pompano Beach

Number of Spaces

1355

Location # :

Revision:

Submitted by:

Pryor

Date:

June 2, 2014

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	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
OPERATING REVENUE													
Enforcement Revenue	99,000	99,000	99,000	99,000	99,000	99,000	99,000	99,000	99,000	99,000	99,000	99,000	1,188,000
Revenue Improvement @ 10% Event	9,900	9,900	9,900	9,900	9,900	9,900	9,900	9,900	9,900	9,900	9,900	9,900	118,800
Valet Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-
Control Card	-	-	-	-	-	-	-	-	-	-	-	-	-
Over / Under Sales	-	-	-	-	-	-	-	-	-	-	-	-	-
Rental Income	-	-	-	-	-	-	-	-	-	-	-	-	-
Coupon Income	-	-	-	-	-	-	-	-	-	-	-	-	-
Validation Income	-	-	-	-	-	-	-	-	-	-	-	-	-
Late Payment Fee Income	-	-	-	-	-	-	-	-	-	-	-	-	-
Miscellaneous Income	-	-	-	-	-	-	-	-	-	-	-	-	-
Sales Tax	-	-	-	-	-	-	-	-	-	-	-	-	-
OPERATING REVENUE	108,900	108,900	108,900	108,900	108,900	108,900	108,900	108,900	108,900	108,900	108,900	108,900	1,306,800
OPERATING EXPENSES													
Advertising	-	-	-	-	-	-	-	-	-	-	-	-	-
Armored Car Service	750	750	750	750	750	750	750	750	750	750	750	750	9,000
Data Processing Fee	-	-	-	-	-	-	-	-	-	-	-	-	-
Control Card Refund	-	-	-	-	-	-	-	-	-	-	-	-	-
Contributions	-	-	-	-	-	-	-	-	-	-	-	-	-
Contract Labor	-	-	-	-	-	-	-	-	-	-	-	-	-
Damage & Repair	-	-	-	-	-	-	-	-	-	-	-	-	-
Depreciation	-	-	-	-	-	-	-	-	-	-	-	-	-
Capital Expenditures:	3,558	3,558	3,558	3,558	3,558	3,558	3,558	3,558	3,558	3,558	3,558	3,558	42,696
Expense & Supplies	5,970	4,985	6,810	3,730	2,985	14,985	3,622	4,810	2,985	3,730	2,985	2,985	60,581
Fuel Expenses	750	750	750	750	750	750	750	750	750	750	750	750	9,000
Housekeeping	40	40	40	40	40	40	40	40	40	40	40	40	480
Insurance	1,744	1,744	1,744	1,744	1,744	1,744	1,744	1,744	1,744	1,744	1,744	1,744	20,928
Insurance Group	1,323	1,323	1,323	1,323	1,323	1,323	1,323	1,323	1,323	1,323	1,323	1,323	15,876
Insurance Workman Comp	736	646	736	691	736	691	736	713	713	713	713	736	8,562
POF Monitoring	-	-	-	-	-	-	-	-	-	-	-	-	-
Maintenance	4,046	3,646	3,646	3,646	3,646	8,420	3,646	3,646	3,646	3,848	3,646	3,646	48,926
Management Fee	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	36,000
Base Rent (Lease account)	-	-	-	-	-	-	-	-	-	-	-	-	-
Miscellaneous Expense	-	-	-	-	-	-	-	-	-	-	-	-	-
Credit Card Processing Fees	1,278	1,278	1,278	1,278	1,278	1,278	1,278	1,278	1,278	1,278	1,278	1,278	15,336
401K Contribution Expense	-	-	-	-	-	-	-	-	-	-	-	-	-
Administrative Expense	-	-	-	-	-	-	-	-	-	-	-	-	-
Security Expense	-	-	-	-	-	-	-	-	-	-	-	-	-
Traffic Control	-	-	-	-	-	-	-	-	-	-	-	-	-
Snow Removal	-	-	-	-	-	-	-	-	-	-	-	-	-
Taxes FICA	1,041	913	1,041	977	1,041	977	1,041	1,009	1,009	1,009	1,009	1,041	12,107
Taxes Fed U C	150	131	150	140	150	140	150	145	145	145	145	150	1,741
Taxes State U C	735	645	735	690	735	690	735	712	712	712	712	735	8,546
Hotel Expense	-	-	-	-	-	-	-	-	-	-	-	-	-
Union Welfare Expense	-	-	-	-	-	-	-	-	-	-	-	-	-
Uniforms & Laundry	2,500	350	350	350	350	2,500	350	350	350	350	350	350	5,000
Utilities	350	350	350	350	350	350	350	350	350	350	350	350	4,200
Utilities - Telephone	350	350	350	350	350	350	350	350	350	350	350	350	4,200
Vehicle Maintenance	120	-	-	120	-	-	120	-	-	120	-	-	480
Wage	13,605	11,938	13,605	12,771	13,605	12,771	13,605	13,188	13,188	13,188	13,188	13,605	158,261
OPERATING EXPENSES:	42,045	36,047	39,865	35,908	38,040	54,317	36,797	37,387	35,542	36,407	35,542	36,040	461,919
Percentage Management Fee	-	-	-	-	-	-	-	-	-	-	-	-	-
Percentage Rent	-	-	-	-	-	-	-	-	-	-	-	-	-
OPERATING INCOME:	66,855	72,853	69,035	72,992	72,860	54,583	72,103	71,533	73,358	72,493	73,358	72,860	844,881

**Operating Assumptions
2014 Budget**

Enforcement Vehicle	\$ 20,000
Collection Van	\$ 20,000
Office Furniture	\$ 2,000
Computer	\$ 3,000
Enforcement Equipment	\$ 48,025
Coin Counter	\$ 5,000
Camera /DVR	\$ 10,000
Office Build Out	\$ 4,000
Safe	\$ 1,500

\$ 113,525 @ 8% over 36 months = \$ 3,558

per month

EXPENSE AND SUPPLIES WORKSHEET

Category	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Alarm Monitoring	\$75	\$75	\$75	\$75	\$75	\$75	\$75	\$75	\$75	\$75	\$75	\$75	\$900
Armored Car													\$0
Background Checks	\$75			\$75			\$75			\$75			\$300
Bottled Water													\$0
Business Cards	\$50			\$50			\$50			\$50			\$200
Certification Enforcement	\$2,000	\$2,000	\$2,000										\$6,000
SAS 70 Audit						\$12,000							\$12,000
Customer Appreciation													\$0
Employment Ads	\$500			\$500			\$500			\$500			\$2,000
Payroll Processing	\$85	\$85	\$85	\$85	\$85	\$85	\$85	\$85	\$85	\$85	\$85	\$85	\$1,023
Keys/Safe & lock rekey													\$0
Letterhead/Envelops													\$0
GPS Tracking	\$40	\$40	\$40	\$40	\$40	\$40	\$40	\$40	\$40	\$40	\$40	\$40	\$480
Mileage Reimb													\$0
Group Health Admin	\$61	\$61	\$61	\$61	\$61	\$61	\$61	\$61	\$61	\$61	\$61	\$61	\$736
New Booths													\$0
A/P Pymnt Processing	\$155	\$155	\$155	\$155	\$155	\$155	\$155	\$155	\$155	\$155	\$155	\$155	\$1,856
Office Supplies	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$1,800
Pagers													\$0
IT Support	\$129	\$129	\$129	\$129	\$129	\$129	\$129	\$129	\$129	\$129	\$129	\$129	\$1,543
Parking Permits/Hang Tag													\$0
Receipt Tape /Batteries	\$806	\$806	\$806	\$806	\$806	\$806	\$806	\$806	\$806	\$806	\$806	\$806	\$9,672
Event Tickets		\$0						\$0					\$0
Valet Tickets		\$0						\$0					\$0
Spitter Tickets		\$0						\$0					\$0
I&E / GL Reporting	\$279	\$279	\$279	\$279	\$279	\$279	\$279	\$279	\$279	\$279	\$279	\$279	\$3,348
Office Rent	\$725	\$725	\$725	\$725	\$725	\$725	\$725	\$725	\$725	\$725	\$725	\$725	\$8,700
Postage/FedEx	\$15	\$15	\$15	\$15	\$15	\$15	\$15	\$15	\$15	\$15	\$15	\$15	\$180
Paris Maintenance	\$120												\$120
Geneva	\$120												\$120
HR Supplies	\$15	\$15	\$15	\$15	\$15	\$15	\$15	\$15	\$15	\$15	\$15	\$15	\$180
Coin bags (\$0.80)	\$120			\$120			\$12			\$120			\$372
Copier	\$450	\$450	\$450	\$450	\$450	\$450	\$450	\$450	\$450	\$450	\$450	\$450	\$5,400
Enforcement Tickets (\$0.35)			\$1,750					\$1,750					\$3,500
Envelopes (\$0.07)			\$75					\$75					\$150

Total: \$5,970 \$4,985 \$6,810 \$3,730 \$2,985 \$14,985 \$3,622 \$4,810 \$2,985 \$3,730 \$2,985 \$2,985 \$2,985 \$60,581

LOCATION: Pompano Beach DATE: 6/2/2014 REVISION: 0

LOCATION # 0
 Return to Summary
 LIABILITY INSURANCE

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
# of spaces:													
Fixed	1,744	1,744	1,744	1,744	1,744	1,744	1,744	1,744	1,744	1,744	1,744	1,744	20,928
Variable													
Total	1,744	1,744	1,744	1,744	1,744	1,744	1,744	1,744	1,744	1,744	1,744	1,744	20,928

GROUP INSURANCE
 Enter the number of employees by type of coverage Includes 9% increase for 2014

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Single	3	3	3	3	3	3	3	3	3	3	3	3	36
Single + Dep.													
Single + Spouse													
Family													
Total	3	3	3	3	3	3	3	3	3	3	3	3	36

DAMAGE & REPAIR

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Stolen articles													\$0
Deductible													\$0
Lime / Water spots													\$0
Damage to customers vehicle (gate arm)													\$0
Total:	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

ADMINISTRATIVE EXPENSE

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
I/T Support (\$35/PC/month)													0
Monthly P/L Generation													0
Payroll Administration													0
Other (Define)													0
Total:	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

UTILITIES

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Electric	\$300	\$300	\$300	\$300	\$300	\$300	\$300	\$300	\$300	\$300	\$300	\$300	\$3,600
Water / Sewer	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$600
Natural Gas													\$0
Total	\$350	\$350	\$350	\$350	\$350	\$350	\$350	\$350	\$350	\$350	\$350	\$350	\$4,200

Total

LOCATION: Pompano Beach DATE: 6/2/2014 REVISION 0

LOCATION # 0

[Return to Summary](#)

401K CONTRIBUTION EXPENSE

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
													\$0
													\$0
													\$0
Total:	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

CREDIT CARD PROCESSING FEES

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
	1,278	1,278	1,278	1,278	1,278	1,278	1,278	1,278	1,278	1,278	1,278	1,278	\$15,336
													\$0
													\$0
													\$0
Total:	\$1,278	\$1,278	\$1,278	\$1,278	\$1,278	\$1,278	\$1,278	\$1,278	\$1,278	\$1,278	\$1,278	\$1,278	\$15,336

VEHICLE MAINTENANCE

Please specify:	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Oil Changes	120			120			120			120			\$480
													\$0
													\$0
Total:	\$120	\$0	\$0	\$120	\$0	\$0	\$120	\$0	\$0	\$120	\$0	\$0	\$480

Option # 1

CONFIDENTIAL

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**DENISON PARKING, INC.
BUDGET SUMMARY 2014**

Location Name:

Pompano Beach

Number of Spaces

1355

Location # :

Revision:

Submitted by:

Pryor

Date:

June 2, 2014

CONFIDENTIAL

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**Operating Assumptions
2014 Budget**

Enforcement Vehicle	\$	20,000
Collection Van	\$	20,000
Office Furniture	\$	2,000
Computer	\$	3,000
Coin Counter	\$	5,000
Camera /DVR	\$	10,000
Office Build Out	\$	4,000
Safe	\$	1,500

\$ 65,500 @ 8% over 36 months = \$ 2,053

OPERATING REVENUE

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Enforcement Revenue	99,000	99,000	99,000	99,000	99,000	99,000	99,000	99,000	99,000	99,000	99,000	99,000	1,188,000
Revenue Improvement @ 10%	9,900	9,900	9,900	9,900	9,900	9,900	9,900	9,900	9,900	9,900	9,900	9,900	118,800
Event	-	-	-	-	-	-	-	-	-	-	-	-	-
Valet Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-
Control Card	-	-	-	-	-	-	-	-	-	-	-	-	-
Over / Under Sales	-	-	-	-	-	-	-	-	-	-	-	-	-
Rental Income	-	-	-	-	-	-	-	-	-	-	-	-	-
Coupon Income	-	-	-	-	-	-	-	-	-	-	-	-	-
Validation Income	-	-	-	-	-	-	-	-	-	-	-	-	-
Late Payment Fee Income	-	-	-	-	-	-	-	-	-	-	-	-	-
Miscellaneous Income	-	-	-	-	-	-	-	-	-	-	-	-	-
Sales Tax	-	-	-	-	-	-	-	-	-	-	-	-	-
OPERATING REVENUE	108,900	108,900	108,900	108,900	108,900	108,900	108,900	108,900	108,900	108,900	108,900	108,900	1,306,800

OPERATING EXPENSES

Advertising	-	-	-	-	-	-	-	-	-	-	-	-	-
Armored Car Service	-	-	-	-	-	-	-	-	-	-	-	-	-
Data Processing Fee	-	-	-	-	-	-	-	-	-	-	-	-	-
Control Card Refund	-	-	-	-	-	-	-	-	-	-	-	-	-
Contributions	-	-	-	-	-	-	-	-	-	-	-	-	-
Contract Labor	-	-	-	-	-	-	-	-	-	-	-	-	-
Damage & Repair	-	-	-	-	-	-	-	-	-	-	-	-	-
Depreciation	-	-	-	-	-	-	-	-	-	-	-	-	-
Capital Expenditures	-	-	-	-	-	-	-	-	-	-	-	-	-
Expense & Supplies	4,470	3,485	5,310	3,730	2,985	2,985	3,622	4,810	2,985	3,730	2,985	2,985	44,081
Fuel Expenses	750	750	750	750	750	750	750	750	750	750	750	750	9,000
Housekeeping	40	40	40	40	40	40	40	40	40	40	40	40	480
Insurance	1,744	1,744	1,744	1,744	1,744	1,744	1,744	1,744	1,744	1,744	1,744	1,744	20,928
Insurance Group	1,323	1,323	1,323	1,323	1,323	1,323	1,323	1,323	1,323	1,323	1,323	1,323	15,876
Insurance Workman Comp	736	646	736	691	736	691	736	713	713	713	713	736	8,562
POF Monitoring	-	-	-	-	-	-	-	-	-	-	-	-	-
Maintenance	4,046	3,646	3,646	3,646	3,646	8,420	3,646	3,646	3,646	3,646	3,646	3,646	48,926
Management Fee	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	30,000
Base Rent (Lease account)	-	-	-	-	-	-	-	-	-	-	-	-	-
Miscellaneous Expense	-	-	-	-	-	-	-	-	-	-	-	-	-
Credit Card Processing Fees	1,278	1,278	1,278	1,278	1,278	1,278	1,278	1,278	1,278	1,278	1,278	1,278	15,336
401K Contribution Expense	-	-	-	-	-	-	-	-	-	-	-	-	-
Administrative Expense	-	-	-	-	-	-	-	-	-	-	-	-	-
Security Expense	-	-	-	-	-	-	-	-	-	-	-	-	-
Traffic Control	-	-	-	-	-	-	-	-	-	-	-	-	-
Snow Removal	-	-	-	-	-	-	-	-	-	-	-	-	-
Taxes FICA	1,041	913	1,041	977	1,041	977	1,041	1,009	1,009	1,009	1,009	1,041	12,107
Taxes Fed U C	150	131	150	140	150	140	150	145	145	145	145	150	1,741
Taxes State U C	735	645	735	690	735	690	735	712	712	712	712	735	8,546
Hotel Expense	-	-	-	-	-	-	-	-	-	-	-	-	-
Union Welfare Expense	-	-	-	-	-	-	-	-	-	-	-	-	-
Uniforms & Laundry	2,500	350	350	350	350	2,500	350	350	350	350	350	350	5,000
Utilities	350	350	350	350	350	350	350	350	350	350	350	350	4,200
Utilities - Telephone	120	-	-	120	-	-	120	-	-	120	-	-	480
Vehicle Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-
Wage	13,605	11,938	13,605	12,771	13,605	12,771	13,605	13,188	13,188	13,188	13,188	13,605	158,261
OPERATING EXPENSES:	37,790	31,792	35,610	33,153	33,285	39,562	34,042	34,612	32,787	33,652	32,787	33,285	412,359
Percentage Management Fee	-	-	-	-	-	-	-	-	-	-	-	-	-
Percentage Rent	-	-	-	-	-	-	-	-	-	-	-	-	-
OPERATING INCOME:	71,110	77,108	73,290	75,747	75,615	69,338	74,858	74,288	76,113	75,248	76,113	75,615	894,441

LOCATION: Pompano Beach DATE: 6/2/2014 REVISION: 0

LOCATION #: 0

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EXPENSE AND SUPPLIES WORKSHEET

Category	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Alarm Monitoring	\$75	\$75	\$75	\$75	\$75	\$75	\$75	\$75	\$75	\$75	\$75	\$75	\$900
Armored Car													\$0
Background Checks	\$75			\$75			\$75			\$75			\$300
Bottled Water													\$0
Business Cards	\$50			\$50			\$50			\$50			\$200
Certification Enforcement	\$500	\$500	\$500										\$1,500
Coupon Books													\$0
Customer Appreciation													\$0
Employment Ads	\$500			\$500			\$500			\$500			\$2,000
Payroll Processing	\$85	\$85	\$85	\$85	\$85	\$85	\$85	\$85	\$85	\$85	\$85	\$85	\$1,023
Keys/Safe & lock rekey													\$0
Letterhead/Envelops													\$0
GPS Tracking	\$40	\$40	\$40	\$40	\$40	\$40	\$40	\$40	\$40	\$40	\$40	\$40	\$480
Mileage Reimb													\$0
Group Health Admin	\$61	\$61	\$61	\$61	\$61	\$61	\$61	\$61	\$61	\$61	\$61	\$61	\$736
New Booths													\$0
A/P Pymnt Processing	\$155	\$155	\$155	\$155	\$155	\$155	\$155	\$155	\$155	\$155	\$155	\$155	\$1,856
Office Supplies	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$1,800
Pagers													\$0
IT Support	\$129	\$129	\$129	\$129	\$129	\$129	\$129	\$129	\$129	\$129	\$129	\$129	\$1,543
Parking Permits/Hang Tag													\$0
Receipt Tape /Batteries	\$806	\$806	\$806	\$806	\$806	\$806	\$806	\$806	\$806	\$806	\$806	\$806	\$9,672
Event Tickets		\$0						\$0					\$0
Valet Tickets		\$0						\$0					\$0
Spitter Tickets		\$0						\$0					\$0
I&E / GL Reporting	\$279	\$279	\$279	\$279	\$279	\$279	\$279	\$279	\$279	\$279	\$279	\$279	\$3,348
Office Rent	\$725	\$725	\$725	\$725	\$725	\$725	\$725	\$725	\$725	\$725	\$725	\$725	\$8,700
Postage/FedEx	\$15	\$15	\$15	\$15	\$15	\$15	\$15	\$15	\$15	\$15	\$15	\$15	\$180
Paris Maintenance	\$120												\$120
Geneva	\$120												\$120
HR Supplies	\$15	\$15	\$15	\$15	\$15	\$15	\$15	\$15	\$15	\$15	\$15	\$15	\$180
Coin bags (\$0.80)	\$120			\$120			\$12			\$120			\$372
Copier	\$450	\$450	\$450	\$450	\$450	\$450	\$450	\$450	\$450	\$450	\$450	\$450	\$5,400
Enforcement Tickets (\$0.35)			\$1,750					\$1,750					\$3,500
Envelopes (\$0.07)			\$75					\$75					\$150

Total: \$4,470 \$3,485 \$5,310 \$3,730 \$2,985 \$4,810 \$2,985 \$3,622 \$4,810 \$2,985 \$3,730 \$2,985 \$2,985 \$44,081

LOCATION: Pompano Beach
 LOCATION # 0
 DATE: 6/2/2014
 REVISION 0

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401K CONTRIBUTION EXPENSE

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
													\$0
													\$0
													\$0
Total:	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

CREDIT CARD PROCESSING FEES

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
	1,278	1,278	1,278	1,278	1,278	1,278	1,278	1,278	1,278	1,278	1,278	1,278	\$15,336
													\$0
													\$0
													\$0
Total:	\$1,278	\$1,278	\$1,278	\$1,278	\$1,278	\$1,278	\$1,278	\$1,278	\$1,278	\$1,278	\$1,278	\$1,278	\$15,336

VEHICLE MAINTENANCE

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Please specify:													\$0
Oil Changes	120			120			120			120			\$480
													\$0
													\$0
Total:	\$120	\$0	\$0	\$120	\$0	\$0	\$120	\$0	\$0	\$120	\$0	\$0	\$480



Company Information that would be helpful in assessing experience – i.e. case studies, company history, and company statistics.

Experience and Qualifications

Denison Parking, Inc. was founded in Indianapolis, Indiana in 1934, and has enjoyed a history of nearly 80 years of continuous operations. This means that Denison Parking is one of the oldest parking operators in existence today. The company provides parking management services of uncompromising quality to leading real estate developers, asset management companies, REITs, municipalities and individual property owners.

Ownership and Management

Denison is a debt free company and has nearly 80 years of experience as an owner and operator of multi-level and surface public parking facilities, as well as experience in the many ancillary services that comprise the parking industry today.

The company is owned in its entirety by the third generation of its founders. The Griffith family remains active in the day to day operation of the company by virtue of its holding a number of seats on the board of directors. Perry Griffith, one of four family members who own the company, serves as the company's Chairman of the Board.

Headquartered in Indianapolis, Indiana since 1934, Denison Parking currently operates office parking, retail and entertainment center parking, hotel and convention center parking, hospital and medical center parking, stadium and event parking, mixed-use development parking and stand-alone garages and lots of all scales. Denison brings to every property a personalized responsiveness to address our clients' needs promptly and effectively.

Management Services and Facility Types

Denison Parking offers a full range of professional services to property owners of every type. The company currently operates a complete spectrum of facility types ranging from small surface lots to garages that experience twenty-five thousand customers a day. Our managed facilities serve every conceivable type of user from hospitals to office buildings to sports complexes to some of the most upscale retail centers in the world.

Office and Mixed Use Developments

Mixed Use Developments offer a number of challenges and opportunities for the parking operator, and Denison excels at handling all of them. We are proud to offer asset managers and building owners' decades of experience managing mixed-use developments of all scales. We understand the importance of integrating the parking facility through partnerships with tenants, building management, retailers and others, to best represent the property and the needs of the customers. Our expert and ongoing analysis ensures the maximum utilization of parking spaces serving a number of different user groups having different demand characteristics, and that efficient utilization leads to maximum returns for the owners of such

developments.

Retail and Entertainment Center Parking

Denison Parking is proud to be a provider of parking management services for the Simon Property Group (NYSE Listed: SPG). Denison currently operates many self-parking facilities totaling 17,000 spaces in Simon's portfolio in the United States. Our commitment to total customer satisfaction, customized reporting, operating excellence and the professionalism of our staff provide a benchmark that clearly distinguishes Denison Parking as a leader in the parking industry.

Municipal, Government, Privatization Initiatives

Denison Parking is proud to be the visitor-parking manager for one of our country's national monuments, the Hoover Dam in Boulder City Nevada. This represents the first such contract privatized by the federal government. The company also provides on-street parking management for the City of Indianapolis, and Ft Myers, FL.

Stadium & Event Parking

Denison Parking is proud to be the operator of parking facilities and was recently chosen as the 3P provider for the city of Cincinnati. Our revenue controls, customer service and dedication to controlling costs have led to contracts at other stadium and event parking locations such as Lucas Oil Stadium 8,000 spaces, home of the NFL Indianapolis Colts, and Banker's Life Fieldhouse, 3,000 spaces, home of the NBA Indiana Pacers.

Hospital Parking

The personalized service that Denison Parking provides all of its clients and customers results in Denison being a *natural choice* for hospitals and medical centers. Denison understands that parking *per se* is not the critical mission of hospitals and medical centers – patients and caregivers are. We understand the importance of maintaining productivity and profitability for our clients, while simultaneously attending to the often specialized and demanding requests of our customers at hospital locations. Denison understands the *sensitivity* that must accompany any service provided in a medical environment, and its implementation of parking programs with superior service and sensitivity have led a number of major medical institutions to choose Denison for their parking needs.

Hotel/Convention Parking

Denison Parking operates daily, overnight, event and valet parking for hotel and convention center operations. Our commitment to total guest satisfaction and understanding of hotel and convention center operations help distinguish Denison from other parking operators. We understand the image of our client and make it a priority to integrate our parking operation within the operations of the property. Denison's executives have managed valet and self-parking services for every major urban hotel group in the country.

Leadership and Key Personnel

Denison has assembled a diverse and highly experienced group of professionals from the many disciplines needed to operate in an ever-changing business environment.

Sometimes, it is indeed possible to judge a book by its cover, and at Denison, the key executives in our company tell quite a story. In an industry dominated by either large, cookie-cutter firms where customers are just another number or local firms that can offer management experience limited in scope by geography, exposure, and the experience of a small business owner, Denison stands out as an operator offering a select, blue-chip clientele a highly

experienced management team.

Management Profile

Just what is the experience level of the management personnel assigned to your facility? In most cases, our national competitors assign either entry level trainees or persons with less than two or three years total experience to manage complex properties generating millions of revenue dollars. Additionally, their mid-level managers have so many properties and duties that it just isn't possible for them to provide the support needed to facility managers. As a result, quality suffers and their clients do not receive the attention to detail and financial analysis necessary to ensure the peak performance of parking assets.

We hope you find this information informative and that it adequately communicates information you need in reaching a decision to hire Denison.

We know how important your parking program is to your overall business plan, as well as the value of your time. Denison sincerely appreciates the opportunity to submit this proposal and your review of it.



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Perry Griffith CHAIRMAN OF THE BOARD



Mr. Griffith, a director of Denison Parking, Inc. since 1981, is a member of the National Parking Association and a former member of the Board of Directors and Executive Committee. Before turning his full attention to the growth of Denison Parking, Mr. Griffith specialized in commercial lending at Merchants Bank of Indianapolis for ten years, last serving as Vice President of the National Division at Merchants.

Email: pgriffith@denisonparking.com

MARK PRATT PRESIDENT AND CHIEF EXECUTIVE OFFICER



Mr. Pratt began his career in parking over 25 years ago in Lexington, KY with an international parking entity. Since then he has worked directly in, or overseen from a more senior level, parking operations in 45 markets across the United States and Canada. Mark also provided underwriting and valuation expertise in the purchase of many large parking properties across the US.

Mark came to Denison as president in 2002. Today he routinely works with Denison's clients to assist in matters of valuation as relates to the financing or sale of parking assets. Mark directly oversees the structural maintenance and integrity of the numerous parking assets directly owned by Denison, Inc. and as such, has become fluent in the many facets of facility construction, maintenance, repair and longevity. Mark's experience and desire for sound operations and a confident, well-informed management team led him to develop and implement one of the first instructional programs aimed at creating successful parking managers.

In 2001 Mark and a business partner filed a patent for the two-way audio/video communication process between parking equipment and a centralized command center. A patent was issued in May 2010. This process allows for the management of multiple parking facilities from a centralized location. Denison Parking has utilized this technology to become the industry leader in this form of facilities management, having installed the first fully functional operation in 2004. Mark is a member of IPI and NPA, where he serves on the executive committee.

Email: mpratt@denisonparking.com

Jeff Line
CHIEF OPERATING OFFICER



Mr. Line brings to Denison more than 20 years of experience in Human Resources, Information Technology, Legal and Financial Management. At Denison, Jeff has executive responsibility for HR, IT, finance and general counsel functions. He was previously employed as the President of an Indianapolis based employee benefit consulting firm. Jeff has a Bachelor of Science in Business from Indiana University and a Juris Doctor degree from the Indiana University Law School in Indianapolis. He is a member of the Society of Human Resource Management.

Email: jline@denisonparking.com

Mike Davis
VICE PRESIDENT, ACCOUNTING & FINANCE



Mr. Davis has worked in the financial management arena since 1979, having been responsible for accounting systems, internal controls, banking, contract administration and insurance requirements. He holds an MBA from Butler University, is a Certified Public Accountant in the State of Indiana and is a member of the Indiana CPA Society and the Institute of Management Accountants.

Email: mdavis@denisonparking.com

Mark Pryor
VICE PRESIDENT - BUSINESS DEVELOPMENT & SPECIAL PROJECTS



Mr. Pryor started in the parking industry in the summer of 1981 as a valet driver for a National Parking Company. In 1982, Mr. Pryor joined Denison Parking as a valet driver and soon rose to rank of Facility Manager. In 1986, Mr. Pryor was promoted to Operations Manager for Denison Parking where he directed the day to day operations for 52 properties in Indianapolis.

In 1991, Mr. Pryor left Denison Parking and began working for a full-service National Parking Company where he directed the operations for 22 properties and new business development in five states. Mr. Pryor returned to Denison in 2002 as the General Manager. During his time as General Manager, Mr. Pryor worked with the other department heads within Denison to implement policies, procedures, reduce ticket loss, and raise the cleaning standards for the Denison parking facilities. He acquired 43 new properties and was instrumental in the purchase of the Lafayette, Indiana contracts.

Email: mpryor@denisonparking.com

Kathy Richardson
VICE PRESIDENT AUDITING



Ms. Richardson joined Denison Parking in 1977. As Vice President, Audit and Compliance, she has the responsibility of ongoing audits of the parking facilities to ensure compliance with all operational and accounting policies and procedures. Through the use of current technology she gains real time access to the parking and accounting systems both locally and out of state.

Before assuming her current position Kathy spent many years in the operations side of the business. She has had hands-on experience with self-park, valet, monthly and event parking in office and mixed-used projects, hospitals, airport, urban retail, shuttle service and professional sporting venues. She also provides training and support for the on-site operations staff. Ms. Richardson's extensive background and experience in all areas of Denison Parking have made her an integral part of the Company.

She is actively involved in the opening of new locations. Her in-depth knowledge of the various types of parking equipment has proven to be a definite benefit during new location transitions. **Email: krichardson@denisonparking.com**



Client References

Kathy Burnett

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(317) 263-7077
kburnett@simon.com

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Angela Aniasco

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Sharon Williams

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(317) 632-2626
Swilliams@reitmr.com



Florida's Warmest Welcome

**CITY OF POMPANO BEACH
REQUEST FOR PROPOSALS
T-43-14**

MANAGEMENT OF PARKING OPERATIONS

**RFP OPENING: MAY 29, 2014 2:00 P.M.
PURCHASING OFFICE
1190 N.E. 3RD AVENUE, BUILDING C (Front)
POMPANO BEACH, FLORIDA 33060**

April 30, 2014

CITY OF POMPANO BEACH, FLORIDA
REQUEST FOR PROPOSALS
T-43-14
MANAGEMENT OF PARKING OPERATIONS

The City is seeking proposals from qualified firms to provide Parking Operations and Management services to the City of Pompano Beach, FL.

The City will receive sealed proposals until **2:00 p.m. (local), May 29, 2014**, in the City's Purchasing Office, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida, 33060. E-mailed or faxed proposals will not be acceptable.

Introduction

On October 1, 2013, the City of Pompano Beach created a separate Parking Enterprise Fund (the Parking Fund) for the purpose of managing and operating the City's parking assets in a prudent and economically viable manner and to provide transparency of its operations. The City's core goal is to provide a seamless, efficient, customer-friendly, progressive and cost-effective parking system for its stakeholders. The City has undertaken significant master planning efforts and is now investing in its infrastructure in ways that will result in the need for future construction of numerous parking garages and additional metered parking. To maximize the City's return on its investment, the City is hereby soliciting the services of professional parking management firms to operate its system.

The City currently has a total of 1,355 parking spaces (includes Harbor Village lot & N.E. 1st Street spaces) dispersed in three (3) municipal parking lots (Pier, Oceanside & Alsdorf) and two (2) leased lots, with the remainder of spaces encompassing on-street parking. The City has a total of 20 multi-space pay meters and 67 individual (lollipop) meters. The multi-space pay meters, which are supplied by Digital Payment Technologies, currently accept credit cards, cash and coins. During fiscal year 2013, the City generated approximately \$222K in parking citations (5,454 citations) revenue and approximately \$1M in parking revenues. The Current Parking Fund has an annual budget of \$1.2 million.

The multi-space pay meters (Luke I and Luke II) are remotely managed by Enterprise Management System (EMS) software, which allows both pay station configuration and the collection of transaction data to create financial management reports. EMS is a real time web based service utilized by Digital Payment Technologies (current multi-space pay meter vendor) to provide information on the status of parking spaces and to provide information for auditing and revenue reporting. Additionally, the pay stations are managed offline and online with Back Office Support System Software (BOSS) to configure all operating aspects for the meters (e.g. adding meters to the network, language settings for interface menus, establishing/adjusting parking fees, and credit card processing).

Parking Enforcement is currently provided through a Policing Services agreement with the Broward Sheriff's Office (BSO). The City is exploring an opportunity to include provision of

these services by Proposers. Parking operations currently falls under the direction of the Public Works Department of the City.

Attached to this document is **Attachment A & Attachment B**, which provides an inventory of parking meters with current locations and a map indicating geographic location of meters in the City, respectively. Proposers are required to independently verify this inventory as part of their due diligence. The City makes no representations as to the accuracy of this inventory.

The City is currently exploring the construction of a 500 space pier parking garage and over the next years will also be contemplating the construction of several other parking garages throughout the City.

1. **Scope Of Services**

Proposers or its employees must have at least three (3) years of experience managing municipal parking operations and must be able to service an office within the City of Pompano Beach. Proposers must have on its staff at least one (1) senior level manager that possesses on-street, parking lots and parking garage management experience, inclusive of parking enforcement experience.

The successful Proposer will be responsible for providing, at a minimum, the following services:

Meter Enforcement

- a. Patrol of and enforcement for single-space, multi-space meters and parking lots, inclusive of issuance of parking citations for all parking violations throughout the City, in accordance with City ordinance. Proposer would be responsible for providing sufficient personnel to issue parking violation citations at a level of enforcement specified by the City. **Proposer must submit separate pricing for this enforcement activity in its proposals.** Proposer must be capable of providing this service seven days a week, 24 hours a day, and Proposers pricing must reflect such.
- b. Provide for all support vehicles, office and computer equipment as required to perform the day-to-day operations of the parking program. Proposers are responsible for any Internet service connections fees, as a result of any remote access to the City's network. Proposers, as part of their response, must include an itemization of anticipated support vehicles needed per the scope of services being solicited. Proposers would be responsible for all associated maintenance costs.
- c. Coordination of the installation and maintenance of parking meters, pay stations and change machines. The Proposer shall provide price quotes for both purchase and lease options, at the City's discretion when new parking equipment is to be acquired by the City directly. Equipment type and installation shall be in accordance with standards issued by the City. Requests for the repair of all parking equipment and appurtenances shall be requested, within twenty-four (24) hours of Proposer becoming aware of defects, from the City's provider and must be repaired or replace within forty-eight (48) hours or in accordance with

provider contractual terms. All purchases must conform to the City's purchasing policies and procedures.

- d. Currently, the City's citation issuance process utilizes ticket books and is a highly manual process, which involves the manual input of citations into the City's citations database. It is the City's intention to utilize hand held ticket issuance devices ("TIDs") to automate this process. As part of response to proposal, Proposer must provide recommendations (inclusive of prices) for hand held ticket issuance devices ("TID"), which allows enforcement personnel to conduct enforcement on tablets or similar devices. The TID should be user-friendly and include software that allows enforcement personnel to take pictures to support issuance of parking violations and allow for attachable print devices. It is expected that TID should be compatible with the City's current software application provider, SunGard HTE, to allow for the download of citation information from SunGard's citation database system to the TIDs and upload from the TIDs to SunGard. This will allow for automation of citation input and tracking identifying violators with multiple violations outstanding. Proposer's bid price should be reflected of this planned automation of the process.
- e. Monitoring, ordering and stocking of expendable products for meters (i.e. printer ink and printer paper). Proposers will have access to Parking Enterprise Budget for such expenses and must submit requests for processing payments via the City's normal purchasing and accounts payable process.
- f. Utilization of Enterprise Management System (EMS) Back Office Support System (BOSS) Software to re-program meters, as necessary.
- g. Manage and oversee the use of any third party programs (i.e. Passport Parking--pay-by-phone) by the City to support its parking activities.
- h. Provide boots for habitual parking enforcement violations. **Note:** the City has not enacted this policy as of yet, but may contemplate in the near term. Proposer should provide a narrative as to their experience with the use of such devices and at what point other clients have placed boots on vehicles.
- i. Provide for towing, as applicable. The cost for this component of the contract should be separately identifiable.
- j. Coordinating the repair or needed maintenance of any field parking software systems with the City's designated vendor(s).
- k. Provide employees with identifiable badges and uniforms, as approved by the City. All vehicles must also have appropriate identifiable marks to indicate Proposer's affiliation with the City of Pompano Beach Parking Services, subject to City approval. As part of proposal, Proposers must provide color pictures of what possible uniforms and vehicle decals might look like with the City's logo (Florida's Warmest Welcome).
- l. Enforcement personnel assigned to the contract should be appropriately trained and possess all required certifications and/or licenses for issuing non-moving

violations. It is further Proposer's responsibility (at own expense) to provide for pre-screening background checks for all personnel to be assigned to the City.

- m. Fielding customer inquiries and complaints related to the parking program.
- n. Provide annual reporting (within 90 days of fiscal year end) to the City describing the current state of parking enforcement activity. The report should, at a minimum, indicate no. of citations issued for the previous fiscal year (October 1st through September 30th), no. of enforcement personnel writing citations, no. of citations issued per staff member writing citations and any recommendations for improvements to operations detailing any associated costs. As part of proposal, proposer must provide any recommended benchmark or national standard for expected no. of citations to be written monthly or annually per citation personnel etc., based on the size/structure of the City's parking space program. Proposer must also describe any internal mechanism utilized by their management staff to monitor the performance of enforcement personnel, in this regard. A copy of citation database generated report must be provided as part of the package, which should reconcile to no. of citations indicated as issued in the annual report.
- o. Provide, as part of the required annual reporting, an annual survey to City of neighboring cities parking rates, at Proposer's own expense.
- p. Assistance and consultation with the City, as necessary in any enhancement, change or modification of its parking enforcement program.
- q. Assistance in implementing parking programs, including working with businesses, neighborhood groups, and other organizations, as needed.

Citation Management

- a. Proposer will be responsible for processing and maintaining a database of parking tickets issued.
- b. Inputting citations issued within 48 hours of issuance, including those written by BSO personnel.
- c. Generate letters to violators within fourteen (14) calendar days of violation being issued, to include assessment of late fees.
- d. Fielding customer inquiries and complaints related to citations. Proposer must provide a phone, fax and email address to which violators may direct inquiries. Such must be indicated on the parking citation issued. Proposer must also coordinate requests by violators for a court date to contest citations and coordinate such efforts with the City Attorney's Office. Also, attend enforcement court proceedings for disputed citations and follow through with hearing officers' decisions, as necessary.
- e. City will provide for a local office within the boundaries of the City whereby customers may visit to make inquiries about or appeal parking citations issues or for general parking inquiries.

- f. Quarterly, coordinate with the City's Information Technology Department, to generate a report of outstanding parking citations older than ninety (90) days. Export information to excel and email to the City's Finance Department for referral to the City's outside collection agency. **Note:** The City's system automatically adds a collection fee (i.e. 17%) to each citation amount due once this process has been activated. If Proposer would be utilizing its own accounting systems for input of citations and processing cash receipts, Proposer would be responsible for generating a query of parking citations outstanding for ninety (90) days or greater, exporting detailed information for each citation to excel and submitting such report to the City's Finance Department for referral to the outside collection agency. Once Finance Department forwards accounts to collections, Proposer would be notified and must add collection fee to outstanding balance for each violator's account to reflect new amount due. As an example, if violator owes \$47 initially, a 17% collection fee would require amount owed to be adjusted to \$54.99. Proposer's systems must be able to separately identify initial violation and penalties collected from any collection fee amounts collected.

Cash Receipts Collection, Handling and Processing

Proposers must provide pricing for the two options listed below:

Option 1: City Systems Utilized for Processing & Recording of Transactions

- a. Proposer will be responsible for processing and maintaining a database of parking tickets issued by utilizing the City's current citation management system, a component of SunGard HTE. Selected vendor would be granted remote access to the City's system.
- b. Proposer would be responsible for daily collection and delivery of cash and coins extracted from parking meters to the City's Treasury Division located at City Hall. Proposer would be responsible for delivery of cash and coins to the Treasury Division at least three (3) days a week (weekday-every other day). However, for special events or holidays, proposer shall make more frequent deliveries. For special events or holidays falling on the weekends, whereby it may be necessary to empty the meters on a weekend, Proposer would be responsible for maintaining coins/cash in a safe (combination & key, with limited staff access) at Proposer's local office until such time as delivery to City Hall is possible, during in normal operating hours. Meter generated audit reports must accompany collections (with the exception of lollipop extractions) from pay by space meters and provided to Treasury for reconciliation to the actual collections.
- c. Parking citation payments will be made at the City's Treasury Division, currently located on the 1st Floor of City Hall, and processed through the City's cash receipts system.

Option 2: Proposer Systems Utilized for Processing & Initial Recording of Transactions

- a. Proposer will be responsible for processing and maintaining a database of parking tickets issued by utilizing its own database management system and to record receivables and deferred revenue for all citations written, and cash and revenues as receipts are processed. City staff must be provided inquiry access to such system.
- b. Proposers would be responsible for the collection of all parking citation payments at its local office site and entry into Proposer's own cash receipts system. Such cash receipts system must accommodate a triple copy receipts system with customer obtaining original, Proposer maintaining a copy and a copy being remitted to the City's Treasury Division. At a minimum, such receipt should indicate the parking citation no., receipt no., the date paid, the amount paid, and nature of payment (i.e. parking citation). Proposer would be responsible for the processing of such receipts for bank deposit with City providing for daily pickup of bank deposits by an armed security service. Proposer would be required to submit a copy of the bank deposit slip and a report from Proposers cash receipts system, reconciled to the bank deposit slip amount to the City's Treasury Division. For non-sufficient funds (NSF) payments made via check, the City's Treasury Division will inform Proposer of such for update of provider's records. Proposer would be responsible for assessing the NSF fee (in accordance with City policy) to the violator and updating Proposer's financial records accordingly. All reporting to the City's Treasury Division must be inclusive of a cash receipts processing report and must be provided within 24 hours of processing of transactions.
- c. Daily collection of cash and coins extracted from parking meters. Under this Option, Proposer would accept these funds at its local office site and process the receipts in its own cash receipts system. Proposers would be responsible for generating meter audit reports (with the exception of lollipop meter extractions) to accompany each extraction of cash and coins from the meters and reconcile to the coin/cash counts. Proposers would be responsible for taking a physical count of cash and coins (a coin counter would be necessary) and completing a bank deposit slip(s) for deposit of the meter collections. City would provide daily-armed service pickup for physical deposit of meter collections to the bank. Proposer must arrange for deposit and pickup of meter collections within 48 hours of collection from meters. For special events or holidays, proposer shall make more frequent visits to the meters for collection of coins/cash as such volume of activity might warrant such. Proposer must provide for a secure safe (combination & key, with limited staff access) at local office site to hold meter collections pending armed service pickup. Proposer must provide a copy of the meter audit report, reconciliation of physical count to individual meter audit report and a copy of bank deposit slip for each bank deposit processed. Such must be provided timely to the City's Revenue Collections Division via mail or email as follows:

City of Pompano Beach
100 W. Atlantic Blvd., Rm 135
Pompano Beach, FL 33060
ATTN: Revenue Collections Manager
or
Linda.dye@copbfl.com with copy to
Giselle.wishinsky@copbfl.com

Separate ledger accounts would need to be established by lots/locations as follows:

- Municipal Pier Lot
- Oceanside Lot
- Beach Parking Lot
- Alsdorf Lots
- Street Parking Meters
- Harbor Village/N.E. 1st Street

Proposer would be required to provide a report to the City's Treasury Division for each deposit to indicate the locations of each collection for each bank deposit as stated above. All reporting to the City's Treasury Division must be inclusive of a cash receipts processing report and must be provided within 24 hours of processing of transactions.

- a. Proposer would be responsible for administering the City's residential parking permit program. The City currently issues approximately 200 residential parking permits per year for its Oceanside and Municipal Pier Lots. The City issues semi-annual permits at a price of \$30 and annual permits at a price of \$60, based on certain qualifying criteria (i.e. proof of residency). Proposer would be required to process and record receipts related to this program. Such cash receipts system must accommodate a triple copy receipts system with customer obtaining original, Proposer maintaining a copy and a copy being remitted to the City's Treasury Division. At a minimum, such receipt should indicate the parking permit no., receipt no., the date paid, the amount paid, and nature of payment (i.e. residential parking permit). Proposer would prepare bank deposit slips for this activity and the City would provide for daily-armed service pickup of such deposits. Proposer would be responsible for recording this activity in a dedicated system account (i.e. residential parking permits) and must submit a copy of the bank deposit slip, a cash receipts report and a reconciliation of the two to the City's Treasury Division. Proposer would be responsible for maintaining all applications and proof of qualification for each permit issued, in accordance with the City's records retention policy.
- b. Any request for refunds pertaining to any of the activities discussed above must be handled by the City's Treasury Division and communicated to Proposer for update of Proposer's records and systems.

- c. Proposers would be responsible for voiding any transactions, in accordance with City's established practices and must provide a reporting of such to the City's Treasury Division within 24 hours of processing.
- d. Proposer would be responsible for establishing an online system to allow violators to make credit/debit card payments via a secure website (complying with all regulatory requirements). Proposer would be responsible for ensuring such system is PCI compliant and on an annual basis must submit report to Visa/MC as such. Proposer would be responsible for the posting of these online payments to Proposer's cash receipts system. Proposer would be responsible for linking online receipts directly to the City's designated bank account for daily deposit and submittal of cash receipts reports to the City's Treasury Division within 24 hours of processing.
- e. Should the City elect **Option 2**, Proposer would be responsible for having an annual review of the design and operating effectiveness of its system of internal controls performed annually, by a certified independent accountant, and provide a copy of the report (Report on Controls at a Service Organization) to the City's Finance Director or designee. Such a report will be in accordance with the requirements of Statement on Standards for Attestation Engagements No. 16, as issued by the American Institute of Certified Public Accountants.
- f. Currently, the City's Information Technology Department (IT) provides citation information to the State of Florida Division of Motor Vehicles (the State) to allow the State to place a hold on violators, whereby tag renewal will be delayed if violators have at least three (3) regular unpaid citations or one (1) unpaid handicap citation. The State also provides detailed information for violators (i.e. addresses, DL# etc.) directly to the City to allow for the mailing of letters to violators and assist in follow-up collection efforts. Should Proposer elect **Option 2**, Proposer would be responsible for establishing an infrastructure to allow for this two-way communication and ensuring compatibility of Proposer's system with the State's system, to allow for this interface of data.
- g. Within thirty (30) days from City's fiscal year end (September 30th), Proposer would be responsible for providing an aging report of outstanding parking citation receivables (at fiscal year-end) to the City's Finance Department.

General Requirements

- a. Proposer (all parties to the Agreement) must be licensed to do business in the State of Florida and must obtain a business tax receipt for the City and Broward County, prior to commencement of services.
- b. Proposer must staff a temporary office within the limits of the Pompano Beach, to be provided by the City, to generally contain the management of the parking program, inclusive of accepting customer inquiries, acceptance and processing of payments (assumes City elects **Option 2**)

and issue late notices for overdue payment of citations etc. The intent of the City is to eventually provide a permanent location within the pier parking garage upon its completion and the City will provide a temporary site for the temporary office within reasonable proximity to the beach/pier area immediately, at City's expense. It is Proposers responsibility to provide for all costs associated with staffing and operating the location within Proposer's budgeted costs.

- c. Handle all customer service associated with the parking program.
- d. It is anticipated that the City will be designing and constructing a 500-space pier parking garage within the next 1.5 to 2 years. Proposers are required to propose a tentative separate price structure to contemplate the management of the garage, to include provision of valet parking (approximately 100 spaces in pier garage) for beach parking and future restaurant locations in the Pier Redevelopment area. Such proposed pricing structure should present a line item detail of all costs to be covered in proposers budget and should be specific as to what will be included in proposers budget, as well as what would be excluded or Proposers may indicate as "optional" services. Proposers management structure should be discussed. Proposer must discuss client references (name of client, contact name, title, phone, email) for which similar services have been provided within the past three (3) years, including, but not be limited to contractual arrangement for compensation
- e. Provide weekly, monthly and annual reports as may be required by the City.
- f. The Proposer may propose the purchase of equipment, data software and information systems relating to and associated with the day-to-day operations of the parking management program to enhance operating efficiency, with prior approval of the City. All purchases must be in accordance with City policies and procedures. All program specific products purchased by the Proposer on behalf of the City shall upon termination of the Contract remain the property of the City.
- g. Coordinate the implementation of any changes in the City's parking rates or policies.
- h. Provide for an annual review of the design and operating effectiveness of Proposer's system of internal controls performed annually, by a certified independent accountant, and provide a copy of the report (Report on Controls at a Service Organization) to the City's Finance Director or designee. Such a report will be in accordance with the requirements of Statement on Standards for Attestation Engagements No. 16, as issued by the American Institute of Certified Public Accountants.
- i. As part of Proposal, Proposer must submit, at a minimum, compiled financial statements to indicate financial capacity to provide the services

herein, without interruption. Proposer may choose to submit reviewed or audited financials instead.

- j. Coordinate special City events with City staff.
- k. Within 6 months of hire, meet with City and CRA staff and review current parking operations and provide a report to the City Manager with observations and recommendations etc. May include new technologies, payment acceptance methods, additional meter locations, garage locations, marketing, signage, experience/suggestions for a 100% cashless system etc.

Any reasonably related services upon request.

2. **Term of Contract**

The City anticipates awarding a Service Provider Agreement for a term of three (3) years with an option for one (1) additional term of two (2) years, for a possible total of five (5) years. Hourly rates and all other negotiated expenses will remain in effect throughout the duration of the contract term, including the optional renewal term, unless mutually agreed upon by both parties. Additional services and responsibilities may be added to this agreement as agreed upon by both parties.

3. **Small Business Enterprise Program**

The Pompano Beach City Commission has established a voluntary Small Business Enterprise (SBE) Program to encourage and foster the participation of Small Business Enterprises in the central procurement activities of the City. The City of Pompano Beach is strongly committed to ensuring the participation of Small Business Enterprises (SBE's) as contractors and subcontractors for the procurement of goods and services. The definition of a SBE, for the purpose of the City's voluntary program, is taken from the State of Florida Statute 288.703(1).

As of the date of publication of this solicitation, a small business means an independently owned and operated business concern that employs 200 or fewer permanent full-time employees and that, together with its affiliates, has a net worth of not more than \$5 million or any firm based in Florida that has a Small Business Administration 8(a) certification. As applicable to sole proprietorships, the \$5 million net worth requirement shall include both personal and business investments.

The City encourages all firms to undertake good faith efforts to identify appropriate Small Business Enterprise partners. Sources of information on certified Small Business Enterprises include the Broward County Small Business Development Division, the State of Florida Office of Supplier Diversity, South Florida Water Management District, and other agencies throughout the State. The City includes links to these organizations from the City's website www.pompanobeachfl.gov. Please indicate in your response if your firm is a certified Small Business Enterprise.

Please note that, while no voluntary goals have been established for this solicitation, the City encourages small business participation in *all* of its

procurements.

4. **Local Business Program**

On March 23, 2010, the City Commission approved a Resolution establishing a Local Business Program, a policy to increase the participation of City of Pompano Beach businesses in the City's procurement process.

You can view the list of City businesses that have a current Business Tax Receipt on the City's website, and locate local firms that are available to perform the work required by the bid specifications. The business information, sorted by business use classification, is posted on the webpage for the Business Tax Receipt Division: http://pompanobeachfl.gov/pages/departments_directory/development_services/business_tax_receipt_division/pdfs/FAQ_sheet_BTR.pdf or you may contact Susan Kores at the Pompano Beach Community Redevelopment Agency Business Resource Center at (954) 586-1199 or at susan@iedfl.com.

Please note that, while no voluntary goals have been established for this solicitation, the City encourages Local Business participation in *all* of its procurements. Proposers interested in local business participation are encouraged as part of their proposal package to discuss planned efforts in this respect.

5. **Required Proposal Submittal**

Submission/Format Requirements

Submit one (1) original unbound and five (5) bound copies of the proposal. All copies will be on 8 ½" x 11" plain white paper, typed, and signed by an authorized representative who is able to contractually bind the Proposer. In addition, Proposers must submit one (1) original copy of the Proposal on electronic media in printable Adobe or Microsoft Word format (or other format approved by the City). Failure to adhere to the submittal quantity criteria may result in the Proposal being considered non-responsive.

Information to be included in the proposal: In order to maintain comparability and expedite the review process, it is required that proposals be organized in the manner specified below, with tabs or dividers between the sections:

Title page:

Show the project name and number, the name of the Proposer's firm, address, telephone number, name of contact person and the date.

Table of Contents:

Include a clear identification of the material by section and by page.

Letter of Transmittal:

Briefly state the Proposer's understanding of the project and express a positive commitment to provide the services described herein. State the name(s) of the person(s) who will be authorized to make representations for the Proposer, their title(s),

office and E-mail addresses and telephone numbers. Please limit this section to two pages.

Scope of Services:

For each item listed under scope of services, proposers are required to provide a narrative discussing each respective area, to include, but not be limited to:

- a. Discussion of experience and ability to manage a 500 space parking garage, to include any experience in operating a valet service. Discussion should include proposed contract structure in terms of Proposer compensation and any general revenue split arrangements generally contemplated. May also include discussion of how the garage might be manned or not, based on entry and exit points, pay meters etc. Should also include Proposer's experience with other client references as discussed above.
- b. Discussion of number of personnel anticipated to be assigned to the contract, to include title and duties, at a minimum.
- c. Discussion of vehicles to be assigned to the contract, type, description etc.
- d. Discussion of benchmarks and/or national standards against with performance of parking operations may be measured, to include parking enforcement activity.
- e. Discussion of any proposed general improvements already observed per Proposer's own due diligence in preparing proposal.
- f. Discussion of experience with placing boots on parking violators vehicles.
- g. Discussion of hand held ticket devices and recommendations of specific TIDs.
- h. Discussion of any parking program analysis reports prepared for previous clients. Proposer must include an example (s) in proposal submittal.
- i. Discussion of proposed monitoring mechanisms for monitoring the performance of personnel, as it relates to administration of the parking enforcement function.
- j. Discussion of cash receipts processing and recording capacity and internal controls in place to ensure accurate and complete collection, recording and reconciliation of transactions. In addition, discuss planned segregation of duties for collection, recording, cashier drawer balancing procedures (to include reconciliation of opening cash drawer amount, daily receipts and cash receipts system report reconciliation) a, deposit and reconciliation of all parking related revenues, should the City elect **Option 2** above.
- k. Discussion of the City's current parking rate structure of \$1.25 per hour (unadjusted for peak days/hours/locations) and any recommendations based on prior clients or general industry practice. City also currently has a boat launch and charges \$10 for a 24-hour period to park a boat trailer.
- l. Discussion of planned collection efforts to maximize collections on outstanding parking citations. Proposers should incorporate specific experience/success in this area with other client references to include client name, contact name, title, phone, email, etc. and approximate value or receivables managed, annual collections and annual collection rate for client's most recent fiscal year.
- m. Discussion on any proposed efforts to enhance collections on parking citations written for out of state violators.
- n. Discussion of transition plan, inclusive of detailed tasks to be completed, and planned coordination effort with BSO, the City's current parking enforcement partner.
- o. Discussion of anticipated timeframe from contract award to being fully operational.

Fees & Costs:

Proposer must provide a line item budget for fees for all contract years, including any optional renewal periods. In narrative, please discuss basis for each annual escalator, if applicable (i.e. specific consumer price index).

Include a concise narrative with sufficient detail indicating the proposed approach to providing the required services, including a description of the types and qualities of service that would be provided. Provide a cost for each of the major services provided along with the estimated number of expected work hours for each qualified staff.

Proposer must itemize all costs to complete all necessary tasks as described under Scope of Services. Miscellaneous expenses should be adequately described. Proposer must be clear as what is included in price proposal, what is excluded and what might be optional.

References:

Submit a client reference list, including name of contact, firm and/or governmental entity, address, telephone number and type of service provided to each reference. At least Three (3) references should be for clients within Broward, Dade, or Palm Beach Counties if applicable, with an emphasis on event or recreational type of facilities with more than 1,000 parking spaces.

Litigation:

Disclose any litigation within the past five (5) years arising out your firm's performance.

City Forms:

The RFP Proposal Signature Page must be completed, signed and returned. Proposer should return all RFP pages, initialed where indicated.

6. Insurance

The insurance described herein reflects the insurance requirements deemed necessary for this contract by the City. It is not necessary to have this level of insurance in effect at the time of submittal, but certificates indicating that the insurance is currently carried or a letter from the Carrier indicating upgrade ability will speed the review process to determine the most qualified Proposer.

The successful Proposer(s) shall not commence operations until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach Risk Manager.

The following insurance coverage shall be required.

- a. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees). The Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

- b. Liability Insurance

- 1) Naming the City of Pompano Beach as an additional insured, on General Liability Insurance only, in connection with work being done under this contract.
- 2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

LIMITS OF LIABILITY

Type of Insurance	each occurrence	aggregate
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GENERAL LIABILITY: MINIMUM \$1,000,000 per OCCURRENCE / \$1,000,000 AGGREGATE

* Policy to be written on a claims incurred basis

<input checked="" type="checkbox"/> comprehensive form		
<input checked="" type="checkbox"/> premises - operations	bodily injury	
<input type="checkbox"/> explosion & collapse hazard	property damage	
<input type="checkbox"/> underground hazard		
<input checked="" type="checkbox"/> products/completed operations hazard	bodily injury and property damage	
<input checked="" type="checkbox"/> contractual insurance	combined	
<input checked="" type="checkbox"/> broad form property damage		
<input checked="" type="checkbox"/> independent contractors		
<input checked="" type="checkbox"/> personal injury	personal injury	

AUTOMOBILE LIABILITY: MINIMUM \$1,000,000 per OCCURRENCE / \$1,000,000 AGGREGATE

	bodily injury (each person)	
<input checked="" type="checkbox"/> comprehensive form	bodily injury (each accident)	
<input checked="" type="checkbox"/> owned	property damage	
<input checked="" type="checkbox"/> hired	bodily injury and property damage	
<input checked="" type="checkbox"/> non-owned	combined	

REAL & PERSONAL PROPERTY

comprehensive form Consultant must show proof they have this coverage.

EXCESS LIABILITY

<input type="checkbox"/> umbrella form	bodily injury and property damage		
<input type="checkbox"/> other than umbrella	combined	\$2,000,000.	\$2,000,000.

XX	PROFESSIONAL LIABILITY	\$1,000,000.	\$1,000,000.
	* Policy to be written on a claims made basis		

The certification or proof of insurance must contain a provision for notification to the City thirty (30) days in advance of any material change in coverage or cancellation.

The successful Proposer shall furnish to the City the certification or proof of insurance required by the provisions set forth above, within ten (10) days after notification of award of contract.

7. Selection/Evaluation Process

A Selection/Evaluation Committee will be appointed to select the most qualified firm(s). The Selection/Evaluation Committee will present their findings to the City Commission.

Proposals will be evaluated using the following criteria.

<u>Criteria</u>	<u>Point Range</u>
A. Experience and Expertise	0-35
Previous related work experience and qualifications of firm and personnel. Demonstrates a clear understanding of scope of work and other technical or legal issues related to the project.	
B. References	0-5
History and performance of firm/project team on similar projects. References and recommendations from previous clients.	
C. Resources and Methodology	0-15
Adequacy of amount of quality resources assigned to the project. Overall approach to project. Consideration of services provided and approach to meeting goals and deadlines.	
D. Location of Regional Office	0-5
Proximity to Pompano Beach Office location.	
E. Cost	0-40
Including the proposed mark up (indicate what benefits are included and amount of the mark up) for field staff, costs for management and the proposed fee structure.	
Total	0-100

The Committee has the option to use the above criteria for the initial ranking to short-list Proposers and to use an ordinal ranking system to score short-listed Proposers following presentations (if deemed necessary) with a score of "1" assigned to the short-listed Proposer deemed most qualified by the Committee.

Each firm should submit documentation that evidences the firm's capability to provide the services required for the Committee's review for short listing purposes. After an initial review of the Proposals, the City may invite Proposers for an interview to discuss the proposal and meet firm representatives, particularly key personnel who would be assigned to the project. Should interviews be deemed necessary, it is understood that the City shall incur no costs as a result of this interview, nor bear any obligation in further consideration of the submittal.

When more than three responses are received, the committee shall furnish the City Commission (for their approval) a listing, in ranked order, of no fewer than three firms deemed to be the most highly qualified to perform the service. If three or less firms respond to the RFP, the list will contain the ranking of all responses.

The City Commission has the authority to (including, but not limited to); approve the recommendation; reject the recommendation and direct staff to re-advertise the solicitation; or, review the responses themselves and/or request oral presentations and determine a ranking order that may be the same or different from what was originally presented to the City Commission.

8. Hold Harmless and Indemnification

Proposer covenants and agrees that it will indemnify and hold harmless the City and all of its officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the Proposer, whether direct or indirect, or whether to any person or property to which the City or said parties may be subject, except that neither the Proposer nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of the City or any of its officers, agents or employees.

9. Retention of Records and Right to Access

The selected firm shall maintain during the term of the contract all books of account, receipt invoices, reports and records in accordance with generally accepted accounting practices and standards. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. Recommendation for changes, additions, or deletions by the City's Internal Auditor must be complied with by the selected firm. The City's Internal Auditor must be permitted during normal business hours to audit and examine the books of account, reports, and records relating to this contract. The selected firm shall maintain and make available such records and files for the duration of the contract and retain them until the expiration of three years after final payment under the contract.

10. Communications

No negotiations, decisions, or actions shall be initiated or executed by the firm as a result of any discussions with any City employee. Only those communications, which are in writing from the City, may be considered as a duly authorized expression on

behalf of the City. In addition, only communications from firms that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of firms.

11. No Discrimination

There shall be no discrimination as to race, sex, color, age, religion, or national origin in the operations conducted under any contract with the City.

12. Independent Contractor

The selected firm will conduct business as an independent contractor under the terms of this contract. Personnel services provided by the firm shall be by employees of the firm and subject to supervision by the firm, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this agreement shall be those of the firm.

13. Staff Assignment

The City of Pompano Beach reserves the right to approve or reject, for any reasons, Proposer's staff assigned to this project at any time. Background checks may be required.

14. Contract Terms

The contract resulting from this RFP shall include, but not be limited to the following terms:

The contract shall include as a minimum, the entirety of this RFP document, together with the successful Proposer's proposal. Contract shall be prepared by the City of Pompano Beach City Attorney.

If the City of Pompano Beach defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of the contractor, its employees, agents or servants during the performance of the contract, whether directly or indirectly, contractor agrees to reimburse the City of Pompano Beach for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

15. Waiver

It is agreed that no waiver or modification of the contract resulting from this RFP, or of any covenant, condition or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, duly executed as above. The parties agree that the provisions of this paragraph may not be waived except by a duly executed writing.

16. Survivorship Rights

This contract resulting from this RFP shall be binding on and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representative, successors and assigns.

17. Termination

The contract resulting from this RFP may be terminated by the City of Pompano Beach without cause upon providing contractor with a least sixty (60) days prior written notice.

Should either party fail to perform any of its obligations under the contract resulting from this RFP for a period of thirty (30) days after receipt of written notice of such failure, the non-defaulting part will have the right to terminate the contract immediately upon delivery of written notice to the defaulting part of its election to do so. The foregoing rights of termination are in addition to any other rights and remedies that such party may have.

18. Manner of Performance

Proposer agrees to perform its duties and obligations under the contract resulting from this RFP in a professional manner and in accordance with all applicable local, federal and state laws, rules and regulations.

Proposer agrees that the services provided under the contract resulting from this RFP shall be provided by employees that are educated, trained and experienced, certified and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish the City of Pompano Beach with all documentation, certification, authorization, license, permit, or registration currently required by applicable laws or rules and regulations. Proposer further certifies that it and its employees are now in and will maintain good standing with such governmental agencies and that it and its employees will keep all license, permits, registration, authorization or certification required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of contract.

19. Acceptance Period

Proposals submitted in response to this RFP must be valid for a period no less than ninety (90) days from the closing date of this solicitation.

20. RFP Conditions and Provisions

The completed and signed proposal (together with all required attachments) must be returned to City on or before the time and date stated herein. All Proposers, by submission of a proposal, shall agree to comply with all of the conditions, requirements and instructions of this RFP as stated or implied herein. All proposals and supporting materials submitted will become the property of the City.

Any alteration, erasure, or interlineations by the Proposer in this RFP shall constitute cause for rejection. Exceptions or deviations to this proposal may not be added after the submittal date.

All Proposers are required to provide all information requested in this RFP. Failure to do so may result in disqualification of the proposal.

The City reserves the right to postpone or cancel this RFP, or reject all proposals, if in its sole discretion it deems it to be in the best interest of the City to do so.

The City reserves the right to waive any technical or formal errors or omissions and to reject all proposals, or to award contract for the items herein, in part or whole, if it is determined to be in the best interests of the City to do so.

The City shall not be liable for any costs incurred by the Proposer in the preparation of proposals or for any work performed in connection therein.

21. Standard Provisions

a. Governing Law

Any agreement resulting from this RFP shall be governed by the laws of the State of Florida, and the venue for any legal action relating to such agreement will be in Broward County, Florida.

b. Conflict Of Interest

For purposes of determining any possible conflict of interest, each Proposer must disclose if any City employee is also an owner, corporate officer, or an employee of the firm. If any City employee is an owner, corporate officer, or an employee, the Proposer must file a statement with the Broward County Supervisor of Elections pursuant to § 112.313, Florida Statutes.

c. Drug Free Workplace

The selected firm(s) will be required to verify they will operate a "Drug Free Workplace" as set forth in Florida Statute, 287.087.

d. Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

e. Patent Fees, Royalties, And Licenses

If the selected Proposer requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the selected Proposer and his surety shall indemnify and hold harmless the City from any and all claims for infringement by reason of the use of any such patented design, device, trademark, copyright, material or process in connection with the work agreed to be performed and shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during or after completion of the work.

f. Permits

The selected Proposer shall be responsible for obtaining all permits, licenses, certifications, etc., required by federal, state, county, and municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform to the requirements of said legislation.

g. Familiarity With Laws

It is assumed the selected firm(s) will be familiar with all federal, state and local laws, ordinances, rules and regulations that may affect its services pursuant to this RFP. Ignorance on the part of the firm will in no way relieve the firm from responsibility.

h. Withdrawal Of Proposals

A firm may withdraw its proposal without prejudice no later than the advertised deadline for submission of proposals by written communication to the General Services Department, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida 33060.

i. Composition Of Project Team

Firms are required to commit that the principals and personnel named in the proposal will perform the services throughout the contractual term unless otherwise provided for by way of a negotiated contract or written amendment to same executed by both parties. No diversion or substitution of principals or personnel will be allowed unless a written request that sets forth the qualifications and experience of the proposed replacement(s) is submitted to and approved by the City in writing.

j. Variances

While the City allows Proposers to take variances to the RFP terms, conditions, and specifications, the material nature, number, and extent of variances taken will be considered in determining proposal responsiveness and in allocating proposal evaluation points.

k. Invoicing/Payment

All invoices should be sent to City of Pompano Beach, Accounts Payable, P.O. Drawer 1300, Pompano Beach, Florida, 33061. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of a proper invoice.

l. Public Records

1. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
- b. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;
- c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- d. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.

2. The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce the Default in accordance with the provisions set forth herein.

22. Questions and Communication

All questions regarding the RFP are to be submitted in writing to the Purchasing Office, 1190 N.E. 3rd Avenue, Building C (Front), Pompano Beach, Florida 33060, fax (954) 786-4168, or email purchasing@copbfl.com. All questions must include the inquiring firm's name, address, telephone number and RFP name and number. Questions must be received at least seven (7) calendar days before the scheduled solicitation opening. Oral and other interpretations or clarifications will be without legal effect. Any addendum necessary to answer questions will be posted to the City's website, and it is the Proposer's responsibility to obtain all addenda before submitting a response to the solicitation.

23. Addenda

The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this solicitation the City will attempt to notify all known prospective Proposers, however, it shall be the responsibility of each Proposer, prior to submitting their response, to contact the City Purchasing Office at (954) 786-4098 to determine if addenda were issued and to make such addenda a part of their proposal.

ATTACHMENT "A"

Lot	Machine Serial Numbers
Pier, Spaces 001 to 323	
Machine 1 NE	300009420069
Machine 2 NW	300009420070
Machine 3 SW	300009420071
Machine 4 SE	300009420074
Oceanside	
Machine 7 West Side	300010270008
Machine 8 East Side	300010270010
Parcel A, Spaces 2001 - 2126	
SW Corner Temp Lot	500012360986
Temp Lot East Side, North	500012360979
Temp Lot East Side, South	500012360978
Briny Pub Corner	500012360983
PB Blvd., Spaces 1001 - 1122	
North of Pier 1	500012360981
North of Pier 2	500012360980
North of Pier 3	500012360977
South of Pier 1	500012360984
South of Pier 2	500012360987
South of Pier 3	500012360982
South of Pier 4	500012360985
16th Street, Spaces 800 - 827	300009420073
Alsdorf	
North	300010270009
South	300010270011

*Does not yet include Harbor Village/N.E. 1st Street

ATTACHMENT "B"

Parking meter Locations 2012 Revised



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PROPOSAL SIGNATURE PAGE
RFP T-43-13, MANAGEMENT OF PARKING OPERATIONS

To: The City of Pompano Beach, Florida

The below signed hereby agrees to furnish the proposed services under the terms stated subject to all instructions, terms, conditions, specifications, addenda, legal advertisement, and conditions contained in the RFP. I have read the RFP and all attachments, including the specifications, and fully understand what is required. By submitting this signed proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this proposal.

Proposal submitted by:

Name (printed) Mark Pryor Title VP, Business Development

Company (Legal Registered) Denison Parking, Inc.

Federal Tax Identification Number _____

Address 36 S. Pennsylvania Street, Suite 200

City/State/Zip Indianapolis, Indiana 46204

Telephone No. 317-655-3121 Fax No. 317-655-3101

Signature  Date 6/6/14

Addendum Acknowledgment - Proposer acknowledges that the following addenda have been received and are included in his/her proposal:

Addendum No. #1, RFP T-43-14 Date Issued 5/22/14
#2, RFP T-43-14 6/3/14



City of Pompano Beach, Purchasing Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, Florida, 33060

May 22, 2014

ADDENDUM #1, RFP T-43-14

MANAGEMENT OF PARKING OPERATIONS

To Whom It May Concern,

The deadline for acceptance of sealed bids in the Purchasing Office, 1190 N.E. 3rd Avenue, Bldg. C, Pompano Beach, 33060, **HAS BEEN EXTENDED to 2:00 p.m. (local), June 12, 2014.**

The remainder of the solicitation is unchanged at this time.

Sincerely,

Otis J. Thomas
General Services Director

cc: website
file



City of Pompano Beach, Purchasing Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, Florida, 33060

June 3, 2014

ADDENDUM #2, RFP T-43-14

MANAGEMENT OF PARKING OPERATIONS

To Whom It May Concern,

No further technical specification questions will be accepted for this project.

Please review the following questions submitted by potential proposers, and responses from the City.

Q1: What items, if any, are reimbursable?

Response: Any items not specifically addressed in the RFP would not be automatically reimbursable. For instance the RFP mentions that the Parking Fund will cover such operating expenses as leased office space, paper and other meter supplies, meter maintenance charges and connectivity charges etc. If proposers have certain expenses in mind to be contemplated as potentially reimbursable, they should discuss in their RFP response. Otherwise, the awarded contractor would need prior City approval on a case by case basis prior to incurring expenses and then requesting reimbursement. The City will then contemplate approval of the expenses and whether it should be disbursed via the City's normal purchasing procedures.

Q2: Who currently manages the EMS (Enterprise Management System)?

Response: Broward Sheriff's Office (BSO) and programs EMS as well as the Back Office Support System (BOSS).

Q3: Please provide the current enforcement hours or provide a copy of the current schedule?

Response: 24 hours a day, 7 days a week

Q4: What is your current outstanding AR for violations issued in the past three years?

Response: 157,095

Q5: May we see a copy of the annual parking budget?

Response: See T-43-14 Addendum #2 on our website at www.pompanobeachfl.gov

Q6: Please provide parking revenues by month for the past three years.

Response: See T-43-14 Addendum #2 on our website at www.pompanobeachfl.gov

Q7: Is the enforcement piece operated year round or during season? If so, what is the season?

Response: Year round

Q8: What is your occupancy rate for the City of Pompano Beach per location (if this data is tracked) during the peak season and shoulder season?

Response: Yes. The end of the peak season varies a bit, depending somewhat when Easter/Passover holiday falls on calendar, so up until Mid-April.

Q9: What is your current collection percentage rate for violations?

Response: 65%

Q10: What are the upload requirements for the HTE Sunguard system?

Response: The system is not programmed for uploads. Your company would need to coordinate your application with SunGard, if an interface needed to be written between your company and SunGard.

Q11: What file format would need to be used for the HTE Sunguard system?

Response: The system is not programmed for uploads. Your company would need to coordinate your application with SunGard, if an interface needed to be written between your company and SunGard.

Q12: What are the ages of the Luke I and Luke II pay stations?

Response: Meters were purchased in 3 increments and installation dates are as follows:

Luke I (6 meters): April 2010

Luke I (3 meters): October 2011

Luke II (11 meters): November 2012

Q13: Who is the vendor for the Luke I and Luke II pay stations?

Response: Digital Payment Technologies

Q14: What are the ages of your single space meters?

Response: Installed varying dates in 2010 from June through end of that calendar year.

Q15: Who is the vendor for your single space meters?

Response: P.O.M. Incorporated

Q16: Please explain your current violation collection procedures and detail your fine structure.

Response: The City assesses \$32 for regular pkg. citations and \$250 for handicap citations. Violators are cited and if payment is not received within 14 calendar days of being cited, a letter is mailed to the violator and a \$12 late fee is assessed and added. If payment is not received within 90 days of being cited, BSO refers the accounts to the City's Finance department via spreadsheet and Finance then emails the accounts to the City's outside collection agency for additional letters and phone calls etc. Once accounts are referred to the collection agency, the City automatically adds 17% collection fee to value of the fine on our books. The collection agency works on a 100% contingent basis and does not get paid unless they collect.

Q17: Will the selected parking contractor be responsible for issuing citations for all non-moving violations or just unpaid parking violations?

Response: YES

Q18: Please explain your residential parking permitting process.

Response: The City issues a semiannual residential permit from \$30 and an annual permit for \$60. The permits can only be used at the pier and Oceanside lots. See T-43-14 Addendum #2 on our website at www.pompanobeachfl.gov

Q19: What is the current schedule of PEO being provided by BSO? Does the City require 24/7 enforcement?

Response: 24/7 enforcement. Yes.

Q20: Is the operator responsible for all maintenance of vehicles? Or will the City consider maintaining the vehicles purchased on behalf of the operation at no cost to the operation?

Response: Yes. City's preference is for operators to provide for this.

Q21: What is the city's capital plan as it relates to meters?

Response: Currently no funding budgeted with respect to replacement of meters.

Q22: Will the new office space require the operator to provide walk-in services? If so, what are the required hours of operation for parking in-office walk-in services?

Response: Yes. Same as City Hall 8 am- 5 pm

Q23: Are we responsible for providing internet service to the paystations; i.e. T-Mobile, etc or will the City continue its service agreement separately?

Response: City will continue its service agreement with T-Mobile.

Q24: What are the hours of operation of the potential new parking garage? Will it be fully automated?

Response: Indeed, I would expect the design/build team to make a recommendation regarding automation. That decision will be made no earlier than 60-90 days. Hours of operation must be consistent with the Developer's Agreement and the City's Code of Ordinances. I believe the Code allows parking from 7:00 AM until 1:00 AM. However, the Developer's Agreement extends those hours from 6:00 AM until 2:00 AM. The Developer's Agreement will be amended shortly. Therefore, although unlikely, this stipulation may change.

Q25: Will the City cover the cost of armored car services?

Response: Yes

Q26: The city references Passport Parking, can the City elaborate their current relationship with these programs/products? Addendum 1 indicates the City pays \$10/month/lot for this service, what is this fee for?

Response: This provider allows parking patrons to pay for parking with a credit card via their smart phones. Provider assesses a fee to customer for this service, so no cost to City other than the \$10 fee noted. The fee is \$10/month/meter. The City currently has 20 multi-space meters in operation, and all but two are configured for passport parking. Therefore Monthly fee for the City is \$180. NOTE: There are many third party vendors that offer the Pay-by-Phone feature for the multi-space meters. Regardless of which vendor selected, our meter vendor, Digital Payment Technologies, will assess a \$10 monthly fee per meter to implement. (The only 2 meters currently not configured for passport parking are located at Alsdorf Park. Since this parking lot is Pay and display the passport parking feature cannot be implemented; eventually the goal is to implement pay by license plate at this lot which would allow implementation of the passport parking application.

Q27: Will the city provided by large enough for a maintenance program including the storing of spare parts and meters?

Response: Yes. We cannot expect the operator to store parts somewhere else, unless all the necessary equipment is stored somewhere else. In essence, everything should be in the same place, under the same roof.

Q28: Will the City allow the operator to fuel vehicles in the City's facilities or shall we budget using privately owned gas stations?

Response: The City will not allow use of its fueling facilities.

Q29: What is the total number of unpaid parking citations from 2011, 2012 and 2013 respectively?

Response:

Here is outstanding for 2011: Count 305, Total \$11,191.90
Here is outstanding for 2012: Count 1115, Total \$48,386.80
Here is outstanding for 2013: Count 1009, Total \$64,868.00

Q30: What is the City's current collection rate on the parking citations that are being issued?

Response: 65%

Q31: Does the City currently issue warning tickets? If yes, what are the criteria for issuing one?

Response: No.

Q32: Will the City remain the merchant of record (pays the credit card fees directly) and thereby all of the funds will be deposited directly into the City's bank account. Or will the operator need to be prepared to establish a bank account and credit card processing arrangement for the follow:

- a. Digital Payment Technologies
- b. Passport Parking
- c. Violation payments made in the office
- d. Violation payment made on the web

Response: City will continue to be the merchant of record and funds will be deposited directly to City's bank account for all above.

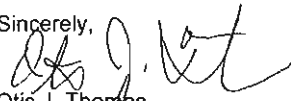
Q33: Who is the manufacturer of the current single space meters and what is their functionality?

Response: P.O.M. Incorporated is manufacturer. Limited functionality as they are not networked and provide no data regarding usage or revenues collected. Accept coins only.

The deadline for acceptance of sealed bids in the Purchasing Office, 1190 N.E. 3rd Avenue, Bldg. C, Pompano Beach, 33060, is **2:00 p.m. (local), June 12, 2014.**

The remainder of the solicitation is unchanged at this time. Acknowledge receipt of this Addendum in the area provided on Page 23 of the RFP.

Sincerely,

A handwritten signature in black ink, appearing to read "Otis J. Thomas". The signature is fluid and cursive, with the first name "Otis" being particularly prominent.

Otis J. Thomas
General Services Director

cc: website
file

07-25
16-

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A FIRST AMENDMENT TO THE AGREEMENT FOR PARKING MANAGEMENT SERVICES BETWEEN THE CITY OF POMPANO BEACH AND DENISON PARKING, INC. TO EXTEND CURRENT SERVICES TO PROVIDE FOR MANAGEMENT OF THE PARKING GARAGE LOCATED AT 275 SEA BREEZE WAY; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That a First Amendment to the Agreement for Parking Management Services between the City of Pompano Beach and Denison Parking, Inc., a copy of which Agreement is attached hereto and incorporated herein by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Agreement.

SECTION 3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 4. This Ordinance shall become effective upon passage.

PASSED FIRST READING this 12th day of July, 2016.

PASSED SECOND READING this 26th day of July, 2016.



LAMAR FISHER, MAYOR

ATTEST:



ASCELETA HAMMOND, CITY CLERK

/jrm
6/28/16
L:ord/2016-252

Org. 2
6-34

**FIRST AMENDMENT TO AGREEMENT FOR
PARKING MANAGEMENT SERVICES**

THIS FIRST AMENDMENT to the Agreement for Parking Management Services last dated January 30, 2015, issued in response to Request for Proposals for Parking Management Services, No. T-43-14 (hereinafter referred to as "Original Agreement") by and between City of Pompano Beach ("City") and Denison Parking, Inc. ("Parking Manager") is made as of July 29, 2016.

WITNESSETH:

WHEREAS, City is currently under contract with Parking Manager as the City's parking management manager as described in an Agreement dated January 30, 2015, a copy of which is attached herein as Exhibit "A"; and

WHEREAS, City is completing construction of a parking garage with 609 spaces located at 275 Sea Breeze Way in Pompano Beach, Florida, (herein referred to as the "Parking Facility"); and

WHEREAS, Parking Manager is engaged in and has substantial experience in managing and operating vehicular parking facilities for clients; and

WHEREAS, City desires to expand the services of Parking Manager under the Original Agreement to include the management of the Parking Facility as contemplated by the Original Agreement and Request for Proposals for Parking Management Services, No. T-43-14 (hereinafter referred to as "RFP T-43-14").

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, City and Parking Manager agree as follows:

1. Original Agreement. The Original Agreement remains in effect, without change with respect to the matters addressed therein. In the event of a conflict between the terms of the Original Agreement and this First Amendment, the Original Agreement shall control unless doing so would render impossible providing the services as contemplated by this First Amendment.

2. Definitions.

2.1 Budget. A written projection of all receipts and expenditures for the operation of the Parking Management Services by individual service or facility for each fiscal year as mutually agreed by the parties.

2.2 Emergency Expenses. Expenses as declared by the City or that are made in the event of an emergency due to weather, vehicular accidents, criminal incidents, or other

acts of God that are necessary to protect the safety and welfare of the general public and the City's employees and vendors.

2.3 Fiscal Year. Each fiscal year ending the 30th day of September, all or a part of which falls within the term of this First Amendment.

2.4 Personal Property. All equipment, supplies, furnishings, furniture and all other items of personal property now or hereafter owned or leased or subleased by City and located upon and used for the operation of the Additional Parking Management Services.

2.5 Gross Revenue. The aggregate of all receipts received directly by City or Parking Manager (inclusive of sales tax), its representatives, agents or employees, in connection with the operation and management of the Additional Parking Management Services.

2.6 Operating Expenses. Operating Expenses shall include any and all ordinary direct expenses of operating the Parking Facility as more particularly set forth in Exhibit "B," attached hereto and incorporated herein, but excluding those costs and expenses which are specifically the Expenses of Parking Manager or Expenses of City specifically set forth in each Exhibit.

2.7 Expenses of Parking Manager. Expenses, designated as Expenses of Parking Manager in Exhibit "B" attached hereto and incorporated herein by reference, shall be the sole responsibility of Parking Manager.

2.8 Expenses of City. Expenses designated as Expenses of City in Exhibit "B," attached hereto and incorporated herein by reference, shall be the sole responsibility of City.

2.9 Operating Surplus. Operating Surplus shall equal Gross Revenue minus Operating Expenses for the Parking Facility.

2.10 Monthly Operating Statement. The Monthly Operating Statement shall mean the profit and loss statement for the Parking Facility, presented in reasonable detail including the Gross Revenue and Operating Expenses incurred for the preceding month. In addition to actual monthly activity, the Monthly Operating Statement shall include year-to-date actual results compared to the Budget for the current Fiscal Year and such other financial data and copies as may be required from time to time at City's reasonable request. Parking Manager shall submit the Monthly Operating Statement to the City's Finance Director or designee by the 20th of each month for the preceding month end.

2.11 Annual Operating Budget. Parking Manager shall submit each year by March 1 preceding each fiscal year the projected budget for the Parking Facility.

3. Employment. City hereby grants to Parking Manager, as an independent contractor, the right to manage, operate and maintain the Parking Facility, subject to the terms and provisions of this First Amendment and the Original Agreement. The Parking Manager shall

be deemed an independent contractor for all purposes, and the employees of the Parking Manager or any of its contractors, subcontractors and the employees thereof, shall not, in any manner, be deemed to be employees of City. As such, the employees of the Parking Manager, its Contractors or subcontractors, shall not be subject to any withholding for tax, social security or other purposes by City, nor shall such Contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

4. Duties.

4.1 Subject to the limitations of the approved Budget, Parking Manager covenants and agrees that it (i) shall use due diligence and exercise its best professional judgment and expertise to manage and operate the Parking Facility in a prudent manner consistent with the Budget and with the management and operation of comparable parking facilities and (ii) shall provide such services as are customarily provided by managers of services and facilities of comparable size, class and standing. Specifically, Parking Manager shall perform the following services and duties for City:

4.1.1 Employ personnel capable of managing and operating the Parking Facility in accordance with the terms of this First Amendment and the Original Agreement.

4.1.2 Operating the Parking Facility on a 24-hour, 7 days-a-week basis, issuing parking permits to residents, non-residents and businesses for monthly overnight parking for the fifth floor (roof) of the Parking Facility, provide collection and enforcement for large events such as July 4 weekend, Seafood Festival, and others as requested by City and providing special consulting to the City for parking matters for both emergencies, as well as parking policy recommendations.

4.1.3 Maintain business-like relationships with patrons of the Parking Facility.

4.1.4 Execute City's directives as to the policies pertaining to the Parking Facility whether or not specifically covered in this First Amendment.

4.1.5 Recommend to City improvements in the management and operation of the Parking Facility. In addition, Parking Manager shall provide consulting and advisory services to City concerning the Parking Facility without additional charge to City.

4.1.6 Notify City in advance of any expenditures that are not in the approved Budget and obtain City's approval prior to incurring such expenditure.

5. Staff.

5.1 Parking Manager shall employ as an Operating Expense experienced and competent personnel ("Employees") capable of managing and operating the Parking Facility in accordance with the terms of this First Amendment and the Original Agreement. The number of

persons employed at the Parking Facility shall be mutually agreed upon by Parking Manager and City, and shall be increased or decreased as reasonably determined by Parking Manager consistent with this First Amendment, the Original Agreement and the Budget. Parking Manager shall negotiate and obtain any necessary labor covering its Employees providing services relevant to the Parking Facility.

5.2 Subject to such restrictions on pre-employment screening and background checks as are imposed by law, such personnel shall be screened by the Parking Manager before hiring at Parking Manager's own cost, and Parking Manager acknowledges that all matters pertaining to the employment, supervision, discipline, promotion, discharge and direction in the performance of the duties of such employees shall be the sole responsibility of the Parking Manager and the City shall have no liability with respect thereto. During working hours, such Employees (other than supervisory personnel) shall wear neat and clean uniforms, which identify them as employees of Parking Manager and shall be identified with nametags.

5.3 Parking Manager shall lease or purchase uniforms subject to City approval for Employees providing the services herein. The actual costs of uniforms used for services hereunder shall be an Operating Expense described in the Parking Manager's annual budget to the City.

5.4 Subject to any collective bargaining agreements and applicable laws, Parking Manager acknowledges City's right to require Parking Manager to transfer any Employee providing the services herein whose performance and/or conduct shall not satisfy City for any legally permissible reason.

5.5 Parking Manager shall hire qualified and experienced on-site managers of the Parking Facility. City shall have an opportunity to participate in the development of criteria to be employed in selection of the on-site manager and to interview and consult on the selection decision.

6. Hours of Operation. Management of the Parking Facility shall be provided on a schedule to be established by City and Parking Manager. Current proposed schedule for the Parking facility is seven (7) days a week, 24 hours a day. Such schedule may be changed by City (to reduce required hours) upon seven (7) days' notice to Parking Manager and any appropriate resulting change in the Budget will be made promptly thereafter by Parking Manager.

7. Term. Parking Manager shall provide for the management of the Parking Facility for a term commencing on the date the First Amendment is executed by the City and the Parking Manager and shall continue for a term coinciding with the end of the term of the Original Agreement, including the first term and any options to renew.

8. Financial Terms.

8.1 Budget: Parking Manager submits herein the projected operating statement for the operation of the Parking Facility at Exhibit "C," for the remainder of fiscal year 2016

(August 1, 2016 through September 30, 2016), for fiscal year 2017 and for fiscal year 2018 through the end of the Original Agreement term (January 30, 2018). The proposed expenses for the Parking Facility are inclusive of a management fee and proposed operating expenses for the Parking Facility. The annual fee charged by the Parking Manager for management of the Parking Facility described in Exhibit "C" shall not exceed the amounts proposed herein. Parking Manager shall submit for approval to City, by March 1 prior to the beginning of each Fiscal Year, a proposed Budget with respect to the operation and management of the Parking Facility for the ensuing Fiscal Year. Both City and Parking Manager shall use good faith efforts to agree on each annual Budget submission. In the event City and Parking Manager cannot agree on a Budget for the ensuing year, the prior fiscal year's Budget shall control, until such time as a Budget is agreed upon.

8.2 Payment of Expenses and Management Fee: Parking Manager shall deposit the Gross Revenue within 24-48 hours into a bank account maintained by City. The Operating Expenses for each month's operation shall be disbursed by City as follows:

8.2.1 Parking Manager shall direct pay all Operating Expenses outlined at Exhibit "C."

8.2.2 City shall pay to Parking Manager a monthly management fee, as well as reimburse Parking Manager for the operating expenses, all as outlined at Exhibit "C" for the management of the Parking Facility, as invoiced by Parking Manager on a monthly basis. The amounts shown in said Exhibit are maximum amounts and the actual amount owed and paid will be based upon specific hours of service, which may fluctuate from period to period. Such payment shall be made by City within fifteen (15) calendar days of receipt of invoice by City. Management fee shall be suspended during any period the Parking Facility cannot be utilized due to damage or other force majeure event.

8.3 Processing & Accounting for Receipts.

8.3.1 Parking Manager is responsible for the collection of cash within the parking garage facility and for recording such activity timely to Parking Manager's own cash receipts system. Such cash receipts system, relative to the utilization of an onsite cashier for special events must accommodate a triple copy receipts system (sequential numbering of receipts must be provided for) with customer obtaining original, Parking Manager maintaining a copy and a copy being remitted to the City's Treasury Division. At a minimum, such receipt should indicate the Facility location identifier, receipt no., the date paid, the amount paid, and nature of payment (i.e. cash or credit card). Parking Manager is responsible for the processing of all receipts for bank deposit with City providing for at least twice weekly pickup of bank deposits by an armed security service from Parking Manager's office location for deposit to the City's bank account. Parking Manager is required to submit a copy of the bank deposit slip and a report from Parking Manager's cash receipts system, reconciled to the bank deposit slip amount to the City's Treasury Division. All reporting to the City's Treasury Division must be inclusive of a cash receipts processing report and shall be provided within 24 hours of processing of transactions.

8.3.2 Daily collection of cash and coins extracted from pay station(s) within parking garage facility - Parking Manager shall extract cash and coins from the pay station(s) and process the receipts in its own cash receipts system. Parking Manager is

responsible for generating pay station(s) audit reports to accompany each extraction of cash and coins from the pay station(s) and reconcile to the cash/coin counts. Parking Manager is responsible for taking a physical count of cash and coins and completing a bank deposit slip(s) for deposit of the collections. City shall provide a minimum of two weekly armored service pickups from Parking Manager's office location for physical deposit of pay station collections to the City's bank account. Parking Manager must arrange for deposit and pickup of pay station(s) collections within 48 hours of collection from pay station(s). For special events or holidays, Parking Manager shall make more frequent visits to the pay station(s) for collection of cash/coins as such volume of activity might warrant such. Parking Manager will provide for a secure safe (combination & key, with limited staff access) at local office site to hold pay station (and valet stations) collections pending armed service pickup. Parking Manager shall provide a copy of the pay station(s) audit report, reconciliation of physical count to individual meter audit report and a copy of bank deposit slip for each bank deposit processed. Such must be provided timely to the City's Treasury Division via mail or email as follows:

City of Pompano Beach
100 W. Atlantic Blvd., Rm 135
Pompano Beach, FL 33060
ATTN: Revenue Collections Manager (or designee)
or
Linda.dye@copbfl.com (or designee email) with copy to
Giselle.wishinsky@copbfl.com

A separate ledger account shall be established by location as follows:

- Pier Parking Garage

Parking Manager is required to provide a report to the City's Treasury Division for each deposit to indicate the name of the Parking Facility for each bank deposit as stated above. All reporting to the City's Treasury Division must be inclusive of a cash receipts processing report and must be provided within 24 hours of processing of transactions.

Parking Manager is responsible for administering any of the City's prepaid parking card programs or permit or decal programs relative to the Parking Facility, as applicable, or as may be implemented from time to time. Parking Manager shall be required to process and record receipts related to these programs. Such cash receipts system must accommodate a triple copy receipts system with customer obtaining original, Parking Manager maintaining a copy and a copy being remitted to the City's Treasury Division. At a minimum, such receipt should indicate, the name of the facility, the parking permit, decal or card no., receipt no., the date paid, the amount paid, and nature of payment and payment type (cash or credit card). Parking Manager is to prepare bank deposit slips for this activity and the City would provide for twice-weekly armed service pickup of such deposits. Parking Manager is responsible for recording this activity in a dedicated accounting system account (i.e. parking permits, parking

decals, parking card etc.) and must submit a copy of the bank deposit slip, a cash receipts report and a reconciliation of the two to the City's Treasury Division. Parking Manager is responsible for maintaining all applications and proof of qualification for each program item processed, in accordance with the City's records retention policy.

Any request for refunds pertaining to any of the activities discussed above must be handled by the City's Treasury Division and communicated to Parking Manager for update of Parking Manager's records and systems.

Parking Manager is responsible for voiding any transactions, in accordance with City's established practices and must provide a reporting of such to the City's Treasury Division within 24 hours of processing.

Any parking citations issued relative to the Parking Facility provided herein shall be handled in accordance with terms and conditions established in the Original Agreement with Parking Manager.

City is responsible for establishing a payment processing mechanism for the processing of credit card transactions related to the management of the Parking Facility, to include remittance of all credit card processing fees and compliance with any and all industry standards and regulations governing such arrangements. That being said, Parking Manager is responsible for ensuring its employees are fully trained in such industry practices relative to appropriate security procedures when accepting credit cards directly from patrons, if applicable.

8.4 Parking Garage Ticket Dispenser Reconciliation: Each morning Parking Manager shall be responsible for recording the beginning ticket from each entrance's ticket dispenser and recording this number, along with the non-resettable count number from each entrance/exit device. The non-resettable number is a counter, built into the device that tracks the number of times that a gate has opened. At the end of each day, Parking Manager shall repeat this process. This process shall provide a starting and ending ticket number for each day, as well as a total number of tickets issued each day. Parking Manager will match the total number of tickets issued to the total number of tickets recovered each day, ensuring that this number matches the total number of times that the gate was vended "non-resettable count numbers". Parking Manager will then match the beginning and end of day ticket numbers, as well as the non-resettable count numbers, to the audit reports generated from the revenue control equipment.

9. Repairs and Emergency Expenses.

9.1 Repairs: City agrees to maintain the sidewalks and curb cuts adjacent to the Parking Facility in accordance with applicable municipal codes. City shall also be responsible for all repairs of a structural nature for the Parking Facility including, but not limited to, electrical, plumbing, pavement repair, painting of the structure, replacement of all mercury or sodium lighting tubes and ballasts, repairs to the walls and floors of the Parking Facility,

sinkholes, and maintenance of ventilation system and elevators. 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 City. Parking Manager agrees to use reasonable diligence in the care and protection of the Parking Facility during the term of this First Amendment and to surrender the Parking Facility at the termination of this First Amendment in as good condition as received, ordinary wear and tear and other casualty excepted. Parking Manager shall report any damages or necessary maintenance and repair as soon as they are made known.

9.2 Emergency Expenses. City and Parking Manager agree to jointly coordinate preparing for emergency situations such as hurricane preparedness. The expenditure of funds by the Parking Manager for preparedness, repairs, and protection of public and private property will require the written or email approval of the City Manager or designee.

10. Meetings. City shall appoint an individual to serve as liaison with Parking Manager's on-site manager for the purpose of reviewing all matters under this First Amendment. The City's representative shall meet with Parking Manager's manager from time to time, either telephonically or in person, to carry out these purposes, but not less than once monthly.

11. Records and Audits.

11.1 Parking Manager shall install and maintain an accurate and efficient accounting system that accounts for all the Operating Expenses and Gross Revenue for the Parking Facility. Such accounting system shall be kept for the duration of the contract term and shall continue until the expiration of three years after contract termination or expiration. All records pertaining to Gross Revenue and Operating Expenses shall be available for examination and audit by City and its authorized representatives on reasonable request during normal business hours. Parking Manager shall conduct monthly audits of parking ticket utilization and monthly cash deposit activity. City shall have access to Parking Manager's self-audits of the operations and ticket utilization for the Parking Facility. In addition, the Parking Manager shall permit the authorized representatives of the City to inspect and audit all data and records of the Parking Manager specifically and directly related to the services rendered under or pursuant to this Agreement by the Parking Manager to the City, if any, relating to performance under the contract until the expiration of three years after contract termination. The Parking Manager further agrees to require a subcontractor to agree that City or any of their duly authorized representatives shall, until the expiration of three years after contract termination, have access to and the right to examine any directly pertinent City books, documents, papers and records of such subcontractor, involving transactions related to the subcontractor. By mutual agreement, the Parking Manager and the City may choose to store the records in the parking office located at the Parking Facility.

11.2 Public Records.

11.2.1 The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:

11.2.1.1 Keep and maintain public records required by the City in order to perform the service.

11.2.1.2 Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.

11.2.1.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.

11.2.1.4 Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

11.2.2 Failure of the Contractor to provide the above described public records to the City within a reasonable time may subject Contractor to penalties under 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK
100 W. Atlantic Blvd., Suite 253
Pompano Beach, Florida 33060
(954) 786-4611
RecordsCustodian@copbfl.com

The failure of Parking Manager to comply with the provisions set forth in this section shall constitute a default and material breach of this Agreement and the City shall enforce the default in accordance with the provisions set forth in this First Amendment and Original Agreement or as provided by law.

11.3 Parking Manager shall inquire of the City's Finance Director or designee, within sixty (60) days of September 30 of each year as to whether an annual review of the design and operating effectiveness of parking Manager's system of internal controls over the parking management services to be provided herein needs to be performed annually, by a certified independent accountant, and if such a report is deemed necessary, provide a copy of the report (Report on Controls at a Service Organization) to the City's Finance Director or designee within 120 days of September 30th of each year. Such a report shall be in accordance with the requirements of Statement on Standards for Attestation Engagements No. 16, as issued by the American Institute of Certified Public Accountants.

11.4 Parking Manager shall be provided adequate office and storage facilities within the Parking Facility with appropriate basic office finish and utilities to accommodate the on-site manager and any other personnel required to perform this First Amendment plus adequate storage for records and separate employee restroom facilities. To the extent possible, same shall be in sight of the main parking exit. Parking Manager has reviewed the existing office and storage facilities and finds them to be acceptable.

12. Insurance:

12.1 General Insurance Provisions. Each policy of insurance maintained pursuant to the following provisions of this First Amendment shall comply with the following requirements:

12.1.1 Within seven (7) days of execution of this First Amendment, the Parking Manager's insurance agent shall provide the City with evidence of the insurance coverages specified in this First Amendment in the form of Certificates of Insurance.

12.1.2 Each policy shall specifically provide for thirty (30) days' prior written notice to the City in the event of a cancellation, reduction or detrimental material change in coverage or change in the named insured.

12.1.3 Certificates of Insurance provided by Parking Manager shall name the City as additionally insured with respect to the insurance specified herein.

12.1.4 Each policy shall be issued by insurers of recognized financial responsibility and shall be licensed or permitted to do business in the state in which the Parking Facility is located

12.1.5 All insurance coverages are subject to a deductible amount not to exceed the lesser of (a) Parking Manager's actual out-of-pocket deductible (b) \$ 1,000.00, except Workers' Compensation which deductible shall be \$0 and the payment of the deductible amount of all claims will be an Operating Expense.

12.2 Parking Manager's Required Insurance Coverage. Parking Manager shall provide and maintain the following insurance coverages during the term of this First Amendment and shall obtain and maintain such other insurance and increase the amounts of the designated insurance coverages as City may request, subject to its availability.

12.2.1 General or Garage Liability:

\$1,000,000.00 combined single limit each occurrence for bodily injury and property damage

12.2.2 Garagekeeper

\$1,500,000.00 limit - legal liability.

12.2.3 Automobile Liability: \$1,000,000.00

12.2.4 Umbrella Excess Coverage: \$26,000,000.00

12.2.5 Crime and Fidelity:

\$1,500,000.00 Commercial Blanket - including employee theft
\$1,500,000.00 Broad form money - inside
\$1,500,000.00 Broad form money - outside

12.2.6 Worker's Compensation and Employer Liability:

Coverage A - Statutory
Coverage B - \$500,000.00 BI Accident
\$500,000.00 BI Disease - each employee
\$500,000.00 BI Disease - policy limit

Premiums, with respect to policies required of the Parking Manager, shall be paid by the Parking Manager and premiums directly attributable to the management of the Parking Facility shall constitute an Operating Expense. Parking Manager may purchase such insurance on a blanket policy or binder provided that City's protection shall not be diminished by claims at other locations and the amounts provided above shall be available for the Parking Facility.

12.3 City's Required Insurance Coverage: City shall obtain and maintain fire and extended coverage insurance covering the Parking Facility and Personal Property contained therein.

13. Default. Either party shall have the right to terminate this First Amendment in the event the other party has failed to perform any of the terms and conditions specified herein, if said failure has been called to the attention of the responsible party in writing via certified mail and that party has not corrected said failure within thirty (30) days of receipt of written notice (except as is provided in paragraph 9.2D). In the event of such termination, Parking Manager agrees to vacate the Parking Facility by midnight of the (90th) day after delivery of said notice.

14. Capital Improvements and Equipment. The cost of all capital equipment and improvements, as the case may be shall constitute Expenses of City.

15. Assignment. Parking Manager shall not assign its rights nor delegate its duties hereunder in whole, without the prior written consent of City.

16. Permits and Licenses. Parking Manager shall apply for and secure, on City's behalf, all municipal or other permits and licenses required for the provision of management services for the Parking Facility and carry out the responsibilities under all permits and licenses to the public and to the agencies having jurisdiction. Expenses incurred by Parking Manager in discharging its responsibilities under this section shall be an Operating Expense.

17. Restrictive Covenant. Unless otherwise agreed to in writing, Parking Manager agrees that neither Parking Manager nor any of their affiliates or subsidiaries, shall employ in any capacity, any person that the City has had in its employ during this First Amendment. This provision shall survive expiration or other termination of this First Amendment for a period of one (1) year.

18. Laws and Ordinances.

Parking Manager and City agree to comply with all applicable federal, state and local laws, rules, regulations, ordinances, and orders of such related to the parties under this First Amendment, and such governing laws thereby and hereby incorporated by reference into this First Amendment. Any expenses incurred by Parking Manager by reason of this section shall be included as an Operating Expense.

19. No Presumptions. This First Amendment shall be construed without regard to any presumption or rule of law or equity regarding a construction of this First Amendment against the party causing this First Amendment to be drafted or prepared. Any provision of this First Amendment prohibited by law, invalid by any law, or invalid by any order of authority with lawful jurisdiction shall be effective only to the extent of such prohibition or invalidity, without in any manner invalidating or affecting the remaining provisions of this First Amendment, such provision being deemed severable.

20. Entire First Amendment. This instrument contains the entire First Amendment between the parties and no statements, promises, or inducements made by either party to this First Amendment or any agent of either party to this First Amendment that is not contained within this written First Amendment, shall be valid or binding upon the other party. This First Amendment shall not be enlarged, modified, or altered in any manner, except in writing signed by all parties to this First Amendment.

21. Authority. Both persons signing this First Amendment on behalf of the City and Parking Manager represent and warrant that they have full authority to enter into this First Amendment on behalf of the party represented. This First Amendment shall be deemed to have been accepted and its terms enforceable only upon execution thereof by both parties.

22. Duties. City in no event shall be construed as a partner or associate of Parking Manager nor shall it be liable for any of Parking Manager's debts. Likewise, Parking Manager is the manager acting on behalf of City and is not a fiduciary for City.

23. Governing Law. This First Amendment shall be deemed to have been made, governed by and interpreted in accordance with, the laws of the State in which the Parking Facility management services are performed. Any action brought by either party to enforce the terms of this First Amendment shall be brought in Broward County, Florida.

24. Notices. Any notice, approval or other communication required hereunder shall be deemed given in writing and personally given or mailed by U.S. Registered or Certified mail, addressed as follows:

If to City:

Dennis Beach, City Manager
City of Pompano Beach
100 West Atlantic Blvd, 4th Floor
Pompano Beach, FL 33060
Email: dennis.beach@copbfl.com

and to:

Suzette Sibble, Finance Director
City of Pompano Beach, Florida
100 W. Atlantic Boulevard
Room No.480
Pompano Beach, FL 33060
Email: suzette.sibble@copbfl.com

Robert McCaughan, Public Works Director
City of Pompano Beach, Florida
1201 NE 5th Avenue
Pompano Beach, FL 33060
Email: robert.mccaughan@copbfl.com

If to Parking Manager:

Mark Pratt, President & CEO
Denison Parking, Inc.
200 Century Building
36 South Pennsylvania Street
Indianapolis, IN 46204
Email: mpratt@denisonparking.com

and to:

Jeff Lantz, Director of Operations
Denison Parking, Inc.
1937 E. Atlantic Boulevard, No.102
Pompano Beach, FL 33060
Email: jlantz@denisonparking.com

Or to such other address as last designated by such addressee in written notice.

25. Termination.

Upon the expiration or earlier termination of this First Amendment, or as otherwise agreed in writing by the parties, Parking Manager shall:

25.1 Deliver to City or City's agent copies of current fiscal year Gross Revenue account activity, and maintenance and service contracts pertaining to the operation of the Parking Facility; and

25.2 Provide to City a list of all vendors, including names and addresses, for the providers of equipment and services for the Parking Facility; and

25.3 Deposit to City's bank account, within 24-48 hours of receipt any and all gross receipts not yet deposited; and

25.4 Deliver to City a comprehensive list of all open insurance claims, including the status of each; and

25.5 Return all Personal Property in the same condition as originally accepted, normal wear and tear excepted; and

25.6 At request of City, shall use its best effort to work with City or City's agent for a period of not less than sixty (60) days prior to discontinuance of this First Amendment to make a smooth transition of management services and operation of the Parking Facility from one entity to the other at no additional fee other than that provided herein.

26. Security Services. City expressly acknowledges that the Parking Manager's obligations in connection with the management, operation and promotion of the Parking Facility and employment of persons in connection therewith, do not include the rendition of service, supervision or furnishing of personnel in connection with the personal safety and security of employees, tenants, customers or other persons within and about the Parking Facility. Parking Manager does not have knowledge or expertise as a guard or security service and does not employ personnel for that purpose, nor do Parking Manager's employees undertake the obligation to guard or protect customers against the intentional acts of third parties. City shall determine, at City's discretion, whether and to what extent any precautionary warnings, security devices or security services may be required to protect patrons in and about the Parking Facility.

IN WITNESS THEREOF, the parties have executed this First Amendment the day and year first above written.

"CITY":

Witnesses:

CITY OF POMPANO BEACH

Eandrea M. Merway

By: *[Signature]*
LAMAR FISHER, MAYOR

Christine Kendel

By: *[Signature]*
DENNIS W. BEACH, CITY MANAGER

Attest:

[Signature]
ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved As To Form:

[Signature]
MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instruments were acknowledged before me this 29th day of July, 2016 by LAMAR FISHER as Mayor, DENNIS W. BEACH as City Manager and ASCELETA HAMMOND as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:



[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

Krystal Aaron
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"PARKING MANAGER":

DENISON PARKING, INC.

Witnesses:

[Signature]

D. Michael Davis
Print Name

By: [Signature]

Jeffrey S. Line
Print Name

Marsha Burkhardt
Marsha Burkhardt
Print Name

Title: RVP + COO

STATE OF Indiana
COUNTY OF Manion

The foregoing instrument was acknowledged before me this 7th day of July, 2016, by Jeffrey S. Line as EVP & COO of DENISON PARKING, INC., an Indiana corporation, authorized to do business in the State of Florida, on behalf of the corporation. He/she is personally known to me or who has produced Indiana Drivers License (type of identification) as identification.

NOTARY'S SEAL:

[Signature]
NOTARY PUBLIC, STATE OF Indiana

Melissa Bennett
(Name of Acknowledger Typed, Printed or Stamped)

66707 5/7/2023
Commission Number

CLS:jrm
7/5/16
L:agr/finance/2016-1006

EXHIBIT A
ORIGINAL AGREEMENT

Original
Denison
Resolution +
RFP

ORDINANCE NO. 2015- 24

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT FOR PARKING MANAGEMENT SERVICES BETWEEN THE CITY OF POMPANO BEACH AND DENISON PARKING, INC.; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That an Agreement between the City of Pompano Beach and Denison Parking, Inc., a copy of which Agreement is attached hereto and incorporated herein by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Agreement.

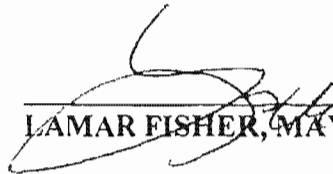
SECTION 3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of

this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 4. This Ordinance shall become effective upon passage.

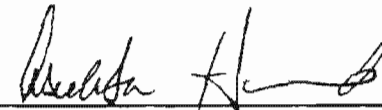
PASSED FIRST READING this 13th day of January, 2015.

PASSED SECOND READING this 27th day of January, 2015.



LAMAR FISHER, MAYOR

ATTEST:


for _____
MARY L. CHAMBERS, CITY CLERK

/jrm
11/20/14
L:ord/2015-108

01/17/14

AGREEMENT FOR PARKING MANAGEMENT SERVICES

THIS AGREEMENT is made by and between the **CITY OF POMPANO BEACH, FLORIDA**, a Florida municipal corporation, (the "City") and **DENISON PARKING, INC.**, (the "PARKING MANAGER").

WHEREAS, the City issued its Request for Proposals for Parking Management Services, No. T-43-14 (the "RFP") to solicit proposals to serve as the City's Parking Manager; and

WHEREAS, the Parking Manager responded to the RFP by submitting its proposal dated June 6, 2014 ("Proposal") which Proposal was selected by the City to be the best value; and

WHEREAS, it is the desire of the parties hereto to enter into an agreement whereby the Parking Manager will provide Parking Management services to encompass parking enforcement, collections and consulting services as it relates to the design and construction of the pier parking garage as might be requested by City under the terms and conditions set forth in this Agreement.

1. Entirety of Agreement. The entire and integrated agreement between City and Parking Manager related to the services to be provided shall consist of (1) this Base Agreement (items 1-25 herein), (2) Parking Manager's Revised Scope of Services as outlined at Attachment A (3) Parking Manager's detailed fee and rate structure Proposal included as Attachment B, (3) City's Request for Proposals, *Management of Parking Operations - T-43-14* (the "RFP"), included as Attachment C and (4) Parking Manager's Bid Response (the "Proposal"), included as Attachment D.

2. Parking Management Services. Parking Manager shall provide the services described in the RFP, the terms of which are incorporated by reference in its entirety, and the Proposal, the terms of which are incorporated by reference in its entirety (which services, as may be added or changed, are hereinafter referred to as the "Services"), as more defined at Attachment A. The City acknowledges that the Parking Manager shall use reasonable care in performing its obligations under this Agreement.

Parking Manager agrees that the City will not be charged an additional fee for expanding the meter enforcement zone east of US1 (Federal Highway). City understands that should the meter enforcement zone expand outside of this geographic boundary, whereby it requires additional enforcement personnel, Parking Manager and City may negotiate an additional fee, subject to approval by the City Commission.

Parking Manager agrees that whereby Parking Manager is responsible for establishing a system for over the counter or online processing of credit card transactions, which does not flow through the City's network, that Parking Manager will be responsible for compliance with all regulations governing merchant acceptance and processing of credit card transactions, inclusive of compliance with Payment Card Industry Data Security Standards.

Parking Manager agrees to provide for an annual review of the design and operating effectiveness of Parking Manager's system of internal controls to be performed annually, by a certified independent accountant, and to provide a copy of the report (Report on Controls at a Service Organization) to the City's Finance Director or designee. Such a report will be in accordance with the requirements of Statement on Standards for Attestation Engagements No. 16, as issued by the American Institute of Certified Public Accountants.

3. Additional or Revised Services. The parties acknowledge and agree that, in the event that the City elects to utilize any of the Parking Manager's services not set forth in the Proposal, or in the event

that the Parking Manager, in the normal course of its business, develops specific services agreement in the future for Parking Managing services requested by the City in addition to those covered by the RFP and Proposal, the Parking Manager will provide the specific services agreement, which shall be deemed to be an amendment to and subject to this Agreement, whether or not specifically stated in the service agreement, with such amendment subject to approval by the City Commission.

4. Compensation.

4.1 Parking Manager's detailed fee and rate structure is included as **Attachment B** and will be in effect for the entire period of this Agreement, inclusive of any mutually agreed upon renewal periods. The Parking Manager shall prepare a monthly billing for Services rendered. The billing will reflect the amount due for services performed by the Parking Manager. The Fees shall be the sole compensation paid to the Parking Manager in connection with the rendition of the Services and the performance of any and all of its other obligations hereunder.

4.2 City will pay the Parking Manager in accordance with the Local Government Prompt Payment Act, Section 217.70, et al., Florida Statutes, as amended, which also establishes a process and remedies for non-compliance. Invoices must be submitted to City of Pompano Beach Public Works Department, 1201 N.E. 5th Avenue, Pompano Beach, FL., 33060, Attention: Public Works Director. A copy of the invoice should also be forwarded to the City's Finance Department at 100 W. Atlantic Blvd., Pompano Beach, FL 33060, Room 480. Invoices shall show the nature of the service and dates of service.

4.3 No payment made under this Agreement shall be conclusive evidence of the performance of this Agreement by the Parking Manager, either wholly or in part, and no payment shall be construed to be an acceptance of or to relieve the Parking Manager of liability for the defective, faulty or incomplete rendition of the Services.

5. TERM. The term of the engagement under this Agreement shall commence on the last date executed by the later of the City and the Parking Manager and shall continue for a term of three (3) years. This Agreement may, by mutual agreement, be renewed for two additional one (1) year periods.

6. COMPLIANCE WITH LAWS. In the conduct of the Services under this Agreement, the Parking Manager in good faith shall comply in all material respects with all applicable federal and state laws and regulations and all applicable county and City ordinances and regulations, including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity.

7. INDEPENDENT CONTRACTOR. The Parking Manager shall be deemed an independent contractor for all purposes, and the employees of the Parking Manager or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of City. As such, the employees of the Parking Manager, its Contractors or subcontractors, shall not be subject to any withholding for tax, social security or other purposes by City, nor shall such Contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

8. AUDIT AND INSPECTION OF RECORDS. The Parking Manager shall permit the authorized representatives of the City to inspect and audit all data and records of the Parking Manager specifically and directly related to the services rendered under or pursuant to this Agreement by the Parking Manager to the City, if any, relating to performance under the contract until the expiration of three years after contract termination.

The Parking Manager further agrees to require a subcontractor to agree that City or any of their duly authorized representatives shall, until the expiration of three years after contract termination, have access to and the right to examine any directly pertinent City books, documents, papers and records of such subcontractor, involving transactions related to the subcontractor.

9. INSURANCE.

The insurance described herein reflects the insurance requirements deemed necessary for this contract by the City. It is not necessary to have this level of insurance in effect at the time of submittal, but certificates indicating that the insurance is currently carried or a letter from the Carrier indicating upgrade ability will speed the review process to determine the most qualified Proposer.

The Parking Manager shall not commence operations until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach Risk Manager.

The following insurance coverage shall be required.

- a. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees). The Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.
- b. Liability Insurance
 - 1) Naming the City of Pompano Beach as an additional insured, on General Liability Insurance only, in connection with work being done under this contract.
 - 2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

LIMITS OF LIABILITY

Type of Insurance	each occurrence	aggregate
GENERAL LIABILITY: MINIMUM \$1,000,000 per OCCURRENCE / \$1,000,000 AGGREGATE		
* Policy to be written on a claims incurred basis		
XX comprehensive form		
XX premises - operations	bodily injury	
— explosion & collapse hazard		property damage
— underground hazard		
XX products/completed operations hazard		
XX contractual insurance	bodily injury and property damage	
XX broad form property damage	combined	
XX independent contractors		
XX personal injury	personal injury	

AUTOMOBILE LIABILITY: MINIMUM \$1,000,000 per OCCURRENCE / \$1,000,000 AGGREGATE

		bodily injury (each person)	
XX	comprehensive form	bodily injury (each accident)	_____
XX	owned	property damage	_____
XX	hired	bodily injury and property damage	
XX	non-owned	combined	

REAL & PERSONAL PROPERTY

comprehensive form Consultant must show proof they have this coverage.

EXCESS LIABILITY

<input type="checkbox"/>	umbrella form	bodily injury and property damage		
<input type="checkbox"/>	other than umbrella	combined	\$2,000,000.	\$2,000,000.

XX PROFESSIONAL LIABILITY \$1,000,000. \$1,000,000.
 * Policy to be written on a claims made basis

The certification or proof of insurance must contain a provision for notification to the City thirty (30) days in advance of any material change in coverage or cancellation.

Parking Manager shall furnish to the City the certification or proof of insurance required by the provisions set forth above, within ten (10) days after notification of award of contract.

10. HOLD HARMLESS AND INDEMNIFICATION. Parking Manager covenants and agrees that it will indemnify and hold harmless the City and all of its officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising directly out of any act or omission by the Parking Manager, whether to any person or property to which the City or said parties may be subject, except that neither the Parking Manager nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the negligence of the City or any of its officers, agents or employees.

11. TERMINATION. Each party shall have the right to terminate this Agreement, in whole or in part, with or without cause, and for its convenience, when in that party's sole discretion it deems such termination is its best interest, upon ninety (90) days prior written notice. Payment for Services rendered shall be made in accordance with this Agreement. Upon termination, this Agreement shall have no further force or effect and the parties shall be relieved of all further liability hereunder, except that the provisions of this Section and the provisions regarding the right to audit, insurance, indemnification, governing law and litigation shall survive termination of this Agreement and remain in full force and effect.

Notwithstanding the foregoing, either party may terminate the Agreement for cause. A party shall be in default if a party fails to perform any of its obligations hereunder and such failure continues for a period of twenty (20) days after written notice as provided in Paragraph 12, below, from the non-defaulting party specifying the nature of the failure.

12. NOTICE. All written notices, demands and other communications required or provided for under this Agreement shall be sent by certified mail, return receipt requested, postage prepaid, in the case of mailing, or by overnight or same day courier, or by electronic transmission producing a written record, or hand delivered to the Parking Manager or to the City, at the address below Agreement:

PARKING MANAGER:

Mark Pryor, VP of Business Development
36 S. Pennsylvania Street, Suite 200
Indianapolis, Indiana 46204

CITY:

Robert McCaughan, Public Works Director
1201 N.E. 5th Avenue
Pompano Beach, FL 33060

and

Suzette Sibble, Finance Director
100 W. Atlantic Blvd.
Pompano Beach, Florida 33060

13. NON-DISCRIMINATION. In performing under this Agreement, the Parking Manager shall not discriminate against any person because of race, color, religion, sex, gender identity or expression, genetic information, national origin, age, disability, familial status, marital status or sexual orientation.

14. ASSIGNMENT. The Parking Manager shall not assign, sublet, convey or transfer its interest in this Agreement without notification to City, at which point City may elect to terminate its Agreement with Parking Manager should such assignment, sublet, conveyance or transfer of Parking Manager's interest not be acceptable to City. It is further agreed that said notice shall be given where feasible by Parking Manager not less than thirty (30) days prior to the date of any proposed assignment.

15. FORCE MAJEURE. Parking Manager shall not be held responsible for losses, delays, failure to perform or excess costs caused by events beyond the control of the Parking Manager. Such events may include, but are not restricted to the following: Acts of God; fire, epidemics, earthquake, flood or other natural disaster; acts of the government; riots, strikes, war or civil disorder; unavailability of fuel.

16. CONFLICT OF INTEREST. The Parking Manager represents that to its knowledge, no City employee is also an owner, corporate officer, or an employee of the Parking Manager. Parking Manager further acknowledges that if it comes to Parking Manager's attention that any City employee is an owner, corporate officer, of an employee, the Parking Manager will, as it may determine, file a statement with the Broward County Supervisor of Elections pursuant to §112.313, Florida Statutes.

17. PATENT FEES, ROYALTIES AND LICENSES. Parking Manager agrees, as described herein, that if Parking Manager requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright in connection with the Services contemplated herein, the Parking Manager and its surety shall indemnify and hold harmless the City from any and all claims for infringement by reason of the use of any such patented design, device, trademark, copyright, material or process in connection with the work agreed to be performed and shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during or after completion of the work. With respect to the services and/or technology ("Technology") provided to the City directly by the Parking Manager which is used by the City in an approved manner ("Approved Use"), the Parking Manager shall indemnify the City from and against any

and all losses resulting solely from a claim brought by a third party that specifically alleges any Approved Use of the Technology infringes on any third party copyright, trademark, service mark or trade secret. The foregoing states Parking Manager's entire obligation and liability with respect to infringement of third party intellectual property rights.

18. PUBLIC ENTITY CRIMES ACT. The Parking Manager represents, to the knowledge of the undersigned, that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), and certifies that, to the knowledge of the undersigned, the Parking Manager has not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within 36 months from the date of submitting its Proposal for this Agreement or entering into this Agreement. Violation of this section may result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from City's competitive procurement activities.

19. GOVERNING LAW. This Agreement has been and shall be construed as having been made and delivered within the State of Florida, and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance. Any action at law, or in equity, shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida.

20. SEVERABILITY. In the event that any term or provision of this shall to any extent be held invalid or unenforceable, it is agreed that the remainder of this Agreement, or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this Agreement shall be deemed valid and enforceable to the maximum extent permitted by law.

21. WAIVER. Any waiver by either party hereto of any one or more of the covenants, conditions, or provisions of this Agreement, shall not be construed to be a waiver of any subsequent or other breach of the same or any covenant, condition or provision of this Agreement.

22. HEADINGS. The headings contained in this Agreement are provided for convenience only and shall not be considered in construing, interpreting or enforcing this Agreement.

23. PUBLIC RECORDS.

A. The City is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Parking Manager shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the city in order to perform the service;

2. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in Chapter 199, Fla. Stat., or as otherwise provided by law;

3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

4. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Parking Manager upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored

B. The failure of Parking Manager to comply with the provisions set forth in this section shall constitute a Default and Breach of this Agreement and the city shall enforce the Default in accordance with the provisions set forth in this Agreement or as provided by law.

24. MUTUAL COOPERATION. The City represents that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of City. Therefore, Parking Manager agrees to act in good faith in all relations with City in its performance under this Agreement.

25. CONTROLLING PROVISIONS. Except as otherwise specifically provided herein, in the event of any conflict between the specific provisions of this Agreement and the requirements or provisions of the RFP and/or Proposal, the provisions shall be given precedence in the following order: (1) this Base Agreement (Items 1-25 herein); (2) Scope of Services at Attachment A; (3) Detailed Fee and Rate Structure at Attachment B; (3) the RFP; and (4) the Proposal.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper and appropriate officials on the day and year first above written.

Witnesses:

CITY OF POMPANO BEACH

Sandra M. Moraway

By:

LAMAR FISHER, MAYOR

Shelley R. Basthonen

By:

DENNIS W. BEACH, CITY MANAGER

Attest:

Mary L. Chambers
for MARY L. CHAMBERS, CITY CLERK

(SEAL)

Approved As To Form:

Gordon B. Linn
GORDON B. LINN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2014 by LAMAR FISHER as Mayor, DENNIS W. BEACH as City Manager, and MARY L. CHAMBERS as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 30th day of January, 2015 by LAMAR FISHER as Mayor, DENNIS W. BEACH as City Manager, and MARY L. CHAMBERS as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

[Signature]

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

Krystal Aaron

(Name of Acknowledger Typed, Printed or Stamped)



KRYSTAL AARON
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE674865
Expires 2/14/2017

Commission Number

"PARKING MANAGER"

DENISON PARKING, INC.

Witnesses:

[Signature]

By: [Signature]
MARK PRATT

Print

[Signature]

Name:

Title: PRESIDENT & CEO

Business License No. _____

STATE OF Indiana
COUNTY OF Marion

The foregoing instrument was acknowledged before me this 5th day of January, 2015, by Mark Pratt as President & CEO of DENISON PARKING, INC., an Indiana corporation on behalf of the corporation. He/she is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF Indiana

Jeffrey S. Line
(Name of Acknowledger Typed, Printed or Stamped)

583332
Commission Number

jrm
12/12/14
L:agr/pw/2015-330

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 30th day of January, 2015 by ASCELETA HAMMOND, as Acting City Clerk of the City of Pompano Beach, a municipal Florida corporation, on behalf of the municipal corporation, who is personally known to me.



NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

Krystal Aaron

(Name of Acknowledger Typed, Printed or Stamped)



KRYSTAL AARON
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE874365
Expires 2/14/2017

Commission Number

ATTACHMENT A

Parking Manager's revised scope of services

ATTACHMENT A
AGREEMENT FOR PARKING MANAGEMENT SERVICES
SCOPE OF SERVICES

Parking Manager shall provide the following services during the term of the Agreement:

Meter Enforcement

- a. Patrol of and enforcement for single-space, multi-space meters and parking lots, inclusive of issuance of parking citations for all parking violations, in accordance with City ordinance.
- b. Provide for all support vehicles, office and computer equipment as required to perform the day-to-day operations of the parking program. Parking Manager shall be responsible for any internet service connections fees, as a result of any remote access to the City's network and any associated maintenance costs.
- c. Provide for GPS tracking of enforcement vehicles and assigned personnel via cell phone.
- d. Coordinate the installation and maintenance of parking meters, pay stations and change machines and for the general maintenance of all City parking meter lots and on-street parking (sweeping, striping etc.).
- e. Provide price quotes for both purchase and lease options, at the City's discretion when new parking equipment is to be acquired by the City directly. Equipment type and installation shall be in accordance with standards issued by the City.
- f. Provide for the repair or replacement of all parking equipment and appurtenances within forty (48) hours or in accordance with City's contractual terms with equipment vendor.
- g. Coordinate selection of and pay for costs associated with the selection of ticket held devices (TIDs) and license plate recognition technology. The selection of such software or technology shall allow for import and export of data from/to the citation management database, as maintained and operated by Parking Manager.
- h. Monitoring, ordering and stocking of expendable products for meters (i.e. printer ink, printer paper, batteries etc.) and TIDs.
- i. Utilization of Enterprise Management System (EMS) Back Office Support System (BOSS) Software to re-program meters, as necessary.

- j. Manage and oversee the use of any third party programs (i.e. Passport Parking--pay-by-phone) by the City to support its parking activities.
- k. Provide boots for habitual parking enforcement violations in accordance with City policy, if program is implemented by the City.
- l. Provide for towing, as applicable.
- m. Coordinate the repair or needed maintenance of any field parking software systems with the City's designated vendor(s).
- n. Provide employees with identifiable badges and uniforms, as approved by the City. All vehicles shall have appropriate identifiable marks to indicate Parking Manager's affiliation with the City of Pompano Beach Parking Services, subject to City approval.
- o. Ensure enforcement personnel assigned to the contract are appropriately trained and possess all required certifications and/or licenses for issuing non-moving violations. Parking Manager shall be responsible to provide (at own expense) for pre-screening background checks for all personnel to be assigned to the City.
- p. Fielding customer inquiries and complaints related to the parking enforcement program.
- q. Provide annual reporting (within 90 days of City's fiscal year end) to the City describing the current state of parking enforcement activity. The report shall, at a minimum, indicate no. of citations issued for the previous fiscal year (October 1st through September 30th), number of enforcement personnel writing citations, number of citations issued per staff member writing citations and any recommendations for improvements to operations detailing any associated costs. A copy of citation database generated report shall be provided as part of the package, which shall reconcile to no. of citations indicated as issued in the annual report.
- r. Provide, as part of the required annual reporting (within 90 days of City's fiscal year end), an annual survey to City of neighboring cities parking rates, at Parking Manager's own expense.
- s. Assist and consult with the City, as necessary in any enhancement, change or modification of its parking enforcement program.
- t. Assist in implementing general parking programs, including working with businesses, neighborhood groups, and other organizations, as needed.

Citation Management

- a. Processing and maintaining a database of parking citations issued.
- b. Inputting citations issued within 48 hours of issuance, including those written by Broward Sheriff's Office (BSO) personnel, if applicable.
- c. For citations issued by Parking Manager, shall generate letters to violators within fourteen (14) calendar days of citations being issued, to include assessment of late fees, in accordance with City policy. Letter shall also notify violators that if payment is not received in full within thirty days of the date indicated on the letter, the obligation shall be referred to the City's collection agency, which shall result in the violator being obligated for all collection fees incurred by the City to effect such. Language in letter must be pre-approved by the City.
- d. Shall provide a phone, fax and email address to which violators may direct inquiries. Such shall be indicated on the parking citation issued. Parking Manager shall also coordinate requests by violators for a court date to contest citations and coordinate such efforts with the City Attorney's Office. Parking Manager shall also attend enforcement court proceedings for disputed citations and follow through with hearing officers' decisions, as necessary.
- e. Provide for a local office within the boundaries of the City, whereby customers may visit to make inquiries about or appeal parking citations issues, make citation payments (via, cash, check or credit card) or for general parking inquiries. Such office shall be operated Monday through Friday, 8 a.m. to 5 p.m.
- f. For citations issued by Parking Manager, on a Quarterly basis, Parking Manager shall generate a report of outstanding parking citations older than ninety (90) days and export data to an excel file. Parking Manager shall email a spreadsheet to the City's Finance Director or designee showing all relevant information for each citation. Parking Manager shall add a collection fee of 17% (as may be amended from time to time) to each citation amount due once the account has been referred to the Finance Department for formal collection action. Parking Manager's systems shall separately identify initial violation and penalties (i.e. City's late fee) and amounts (17%) assessed each account placed with the collection and any reports of revenue collected and submitted to the City's Treasury Division must clearly delineate such.
- g. Shall be responsible for providing citation information to the State of Florida Division of Motor Vehicles (the State) to allow the State to place a hold on violators, whereby tag renewal shall be delayed if violators have

at least three (3) regular unpaid citations or one (1) unpaid handicap citation. Parking Manager shall be responsible for establishing a process whereby the State shall provide detailed information for violators (i.e. addresses, DL# etc.) directly to Parking Manager to allow for the mailing of letters to violators and assist in follow-up collection efforts. Parking Manager shall be responsible for establishing an infrastructure to allow for this two-way communication and ensuring compatibility of Parking Manager's system with the State's system, to allow for this interface of data.

Cash Receipts Collection, Handling and Processing

- a. Processing and maintaining a database of parking tickets issued to record receivables and deferred revenue for all citations written, and cash and revenues as receipts are processed. City staff shall be provided inquiry access to such system.
- b. Collection of all parking citation payments at local office site and entry into Parking Manager's cash receipts system. Such cash receipts system must accommodate a triple copy receipts system with customer obtaining original, Parking Manager maintaining a copy and a copy being remitted to the City's Treasury Division. At a minimum, such receipt shall indicate the parking citation no., receipt no., the date paid, the amount paid, and nature of payment (i.e. parking citation). Parking Manager shall be responsible for the processing of such receipts for bank deposit with City providing for daily pickup of bank deposits by an armed security service. Parking Manager shall be responsible for securing deposit bags and tickets for City's banking partner. Parking Manager shall submit a copy of the bank deposit slip and a report from Parking Manager's cash receipts system, reconciled to the bank deposit slip amount to the City's Treasury Division. For non-sufficient funds (NSF) payments made via check, the City's Treasury Division shall inform Parking Manager of such for update of Parking Manager's records. Parking Manager shall be responsible for assessing the NSF fee (in accordance with City policy) to the violator and updating Parking Manager's financial records accordingly. All reporting to the City's Treasury Division shall be inclusive of a cash receipts processing report and shall be provided within 24 hours of processing of transactions.
- c. Daily collection of cash and coins extracted from parking meters. Parking Manager shall accept these funds at its local office site, to include facilitation of payment via credit card and process the receipts in its own cash receipts system. Parking Manager shall be responsible for all payment processor fees governing credit card acceptance. Parking Manager shall be responsible for generating meter audit reports (with the exception of lollipop meter extractions) to accompany each extraction of

cash and coins from the meters and reconcile to the coin/cash counts. Parking Manager shall be responsible for taking a physical count of cash and coins (and provision of a coin counter) and completing a bank deposit slip(s) for deposit of the meter collections. City shall provide daily-armed service pickup for physical deposit of meter collections to the bank. Parking Manager shall arrange for deposit and pickup of meter collections within 48 hours of collection from meters. For special events or holidays, Parking Manager shall make more frequent visits to the meters for collection of coins/cash as such volume of activity might warrant such. Parking Manager shall provide for a secure safe (combination & key, with limited staff access) at local office site to hold meter collections pending armed service pickup. Parking Manager shall provide a copy of the meter audit report, reconciliation of physical count to individual meter audit report and a copy of bank deposit slip for each bank deposit processed. Such shall be provided timely to the City's Revenue Collections Division via mail or email as follows:

City of Pompano Beach
100 W. Atlantic Blvd., Rm 135
Pompano Beach, FL 33060
ATTN: Revenue Collections Manager
or
Linda.dye@copbfl.com with copy to
Giselle.wishinsky@copbfl.com

Parking Manager shall establish separate ledger accounts by lots/locations as follows (and for any other new locations added by City):

- Municipal Pier Lot
- Oceanside Lot
- Beach Parking Lot
- Alsdorf Lots
- Street Parking Meters
- Harbor Village/N.E. 1st Street

Parking Manager shall provide a report to the City's Treasury Division for each deposit to indicate the locations of each collection for each bank deposit as stated above. All reporting to the City's Treasury Division shall be inclusive of a cash receipts processing report and must be provided within 24 hours of processing of transactions.

- d. Administer the City's residential parking permit program and parking passes, as applicable. The City currently issues approximately 200 residential parking permits per year for its Oceanside and Municipal Pier Lots. The City issues semi-annual permits at a price of \$30 and annual permits at a price of \$60, based on certain qualifying criteria (i.e. proof of

residency). Parking Manager shall be required to process and record receipts related to this program. Such cash receipts system shall accommodate a triple copy receipts system with customer obtaining original, Parking Manager maintaining a copy and a copy being remitted to the City's Treasury Division. At a minimum, such receipt shall indicate the parking permit no., receipt no., the date paid, the amount paid, and nature of payment (i.e. residential parking permit). Parking Manager shall prepare bank deposit slips for this activity with the City providing for daily-armed service pickup of such deposits. Parking Manger shall be responsible for recording this activity in a dedicated system account (i.e. residential parking permits) and shall submit a copy of the bank deposit slip, a cash receipts report and a reconciliation of the two to the City's Treasury Division. Parking Manager shall be responsible for maintaining all applications and proof of qualification for each permit issued, in accordance with the City's records retention policy.

- e. Shall request refunds pertaining to any of the activities discussed above be processed through the City's Treasury Division and Treasury Division shall communicate such refunds to Parking Manager for update of Parking Manager's records and systems once refund has been processed.
- f. Shall be responsible for voiding any transactions, in accordance with City's established practices and must provide a reporting of such to the City's Treasury Division within 24 hours of processing.
- g. Shall be responsible for establishing an online system to allow violators to make credit card payments via a secure website (complying with all regulatory requirements). Parking Manager shall be responsible for ensuring such system is PCI compliant (providing for any system scans if applicable) and on an annual basis must ensure submittal of PCI complaint report to Visa/MC by parking Manager's designated payment processor, if required. Parking Manager shall be responsible for the posting of these online payments to Parking Manager's cash receipts system. Parking Manager shall be responsible for linking online receipts directly to the City's designated bank account for daily deposit and submittal of cash receipts reports to the City's Treasury Division within 24 hours of processing.
- h. Within thirty (30) days from City's fiscal year end (September 30th), shall be responsible for providing an aging report of outstanding parking citation receivables (at fiscal year-end) to the City's Finance Department.

Garage Design/Construction Consulting Services

- a. Review pro-forma estimates of revenue and expense expectations.

- b. Assist in selection of PARCS (Parking and Revenue Control Systems) equipment needed in the pier parking garage facility to properly control monthly/contract, transient/cash and validation business.
- c. Provide advice regarding most efficient lighting methodology.
- d. Estimate the proper maintenance reserve fund that should be accrued to provide for long-term structural stability.
- e. Assist in selection and placement of signs needed to properly control the parking facility traffic flow, ingress/egress, etc.
- f. Provide any other consulting services requested by City, on an as needed basis.

General Requirements

- a. Parking Manager (all parties to the Agreement) shall be licensed to do business in the State of Florida and shall obtain a business tax receipt for the City and Broward County, prior to commencement of services.
- b. Parking Manager shall staff an office within the limits of the Pompano Beach, at own expense, to generally contain the management of the parking program, inclusive of accepting customer inquiries, acceptance and processing of payments and issue late notices for overdue payment of citations etc. City reserves the right to provide a permanent location within the pier parking garage upon its completion, at which point Parking Manager shall no longer be compensated for office rent as outlined in the Parking Managers line item budget.
- c. Handle all customer service associated with the parking program.
- d. Provide weekly, monthly and annual reports as may be required by the City.
- e. Propose the purchase of equipment, data software and information systems relating to and associated with the day-to-day operations of the parking management program to enhance operating efficiency, with prior approval of the City. All purchases shall be in accordance with City policies and procedures. All program specific products purchased by the Parking Manager with City funds, outside the scope of the agreed upon compensation under this Agreement shall upon termination of the Contract remain the property of the City.
- f. Coordinate the implementation of any changes in the City's parking rates or policies.
- g. Provide for an annual review of the design and operating effectiveness of parking Manager's system of internal controls to be performed annually, by a certified independent accountant, and provide a copy of the report (Report on Controls at a Service Organization) to the City's Finance Director or designee. Such a report shall

be in accordance with the requirements of Statement on Standards for Attestation Engagements No. 16, as issued by the American Institute of Certified Public Accountants.

- h. Coordinate special City events with City staff.
- i. Within 6 months of the execution of this Agreement, meet with City and CRA staff and review current parking operations and provide a report to the City Manager with observations and recommendations etc. May include new technologies, payment acceptance methods, additional meter locations, garage locations, marketing, signage, experience/suggestions for a 100% cashless system etc.
- j. Any reasonably related services upon request.

Additional Services as Elected by City of Pompano Beach

- a. Parking Manager recognizes that City has agreed to parking enforcement being provided for shifts covering the period from 7 a.m. to 11 p.m., Citywide, seven days/week. Parking Manager understands that should City require additional enforcement periods, such shall be provided by Parking Manager on an as-needed basis (i.e. special events) for a flat hourly rate of \$18.
- b. Parking Manager agrees to provide for booting equipment (one boot) if such a program is implemented by the City. The cost of this boot shall be depreciated over the remaining term of the contract at the point the boot is purchased.

ATTACHMENT B

Agreement for Parking Management Services

BUDGET SUMMARY 2014

OPERATING EXPENSES

<u>Depreciation</u>	3,679.67	3,679.67	3,679.67	3,679.67	3,679.67	3,679.67	3,679.67	3,679.67	3,679.67	3,679.67	3,679.67	3,679.67	44,156.04
<u>Expense & Supplies</u>	5,969.88	4,984.88	6,809.88	3,729.88	2,984.88	14,984.88	3,621.88	4,809.88	2,984.88	3,729.88	2,904.88	2,984.88	60,580.60
<u>Fuel Expenses</u>	750.00	750.00	750.00	750.00	750.00	750.00	750.00	750.00	750.00	750.00	750.00	750.00	9,000.00
<u>Housekeeping</u>	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	480.00
<u>Insurance</u>	1,744.00	1,744.00	1,744.00	1,744.00	1,744.00	1,744.00	1,744.00	1,744.00	1,744.00	1,744.00	1,744.00	1,744.00	20,928.00
<u>Insurance Group</u>	1,323.00	1,323.00	1,323.00	1,323.00	1,323.00	1,323.00	1,323.00	1,323.00	1,323.00	1,323.00	1,323.00	1,323.00	15,876.00
<u>Insurance Workman Comp</u>	571.70	501.48	571.70	536.59	571.70	536.59	571.70	554.15	554.15	554.15	554.15	571.70	6,649.76
<u>Maintenance</u>	4,046.00	3,646.00	3,646.00	3,646.00	3,646.00	8,420.00	3,646.00	3,646.00	3,646.00	3,646.00	3,646.00	3,646.00	48,926.00
<u>Management Fee</u>	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	36,000.00
<u>Credit Card Processing Fees</u>	-	-	-	-	-	-	-	-	-	-	-	-	-
<u>Taxes FICA</u>	808.41	709.12	808.41	758.77	808.41	758.77	808.41	783.59	783.59	783.59	783.59	808.41	9,403.08
<u>Taxes Fed U C</u>	116.24	101.96	116.24	109.10	116.24	109.10	116.24	112.67	112.67	112.67	112.67	116.24	1,352.08
<u>Taxes State U C</u>	570.65	500.55	570.65	535.60	570.65	535.60	570.65	553.12	553.12	553.12	553.12	570.65	6,637.47
<u>Uniforms & Laundry</u>	2,500.00	-	-	-	-	2,500.00	-	-	-	-	-	-	5,000.00
<u>Utilities</u>	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	4,200.00
<u>Utilities - Telephone</u>	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	4,200.00
<u>Vehicle Maintenance</u>	120.00	-	-	120.00	-	-	120.00	-	-	120.00	-	-	480.00
<u>Wage</u>	10,567.52	9,269.49	10,567.52	9,918.50	10,567.52	9,918.50	10,567.52	10,243.01	10,243.01	10,243.01	10,243.01	10,567.52	122,916.13
OPERATING EXPENSES:	36,507.08	30,950.16	34,327.08	30,591.12	30,502.08	49,000.12	31,259.08	31,939.10	30,114.10	30,979.10	30,114.10	30,502.08	396,785.16

Attachment B

Operating Assumptions: Capital

Enforcement Vehicle	\$	20,000
Collection Van	\$	20,000
Office Furniture	\$	2,000
Computer	\$	3,000
Enforcement Equip.	\$	51,925
Coin Counter	\$	5,000
Camera /DVR	\$	10,000
Office Build Out	\$	4,000
Safe	\$	<u>1,500</u>

\$ 117,425 @ 8% over 36 months = \$ 3,679.67 per month x 12 months= 44,156 Depreciation

LOCATION: Pompano Beach Enforcement

DATE: 9/10/2014

REVISION 0

LOCATION #: 0

[Return to Summary](#)

PAYROLL SUMMARY WORKSHEET

Month	Base Wages	Sick Pay	Vacation Pay	Event Pay	Training	Monthly Total
January	\$10,384	\$ 100.00	\$ 83.33	\$0		\$10,568
February	\$9,086	\$ 100.00	\$ 83.33	\$0		\$9,269
March	\$10,384	\$ 100.00	\$ 83.33	\$0		\$10,568
April	\$9,735	\$ 100.00	\$ 83.33	\$0		\$9,919
May	\$10,384	\$ 100.00	\$ 83.33	\$0		\$10,568
June	\$9,735	\$ 100.00	\$ 83.33	\$0		\$9,919
July	\$10,384	\$ 100.00	\$ 83.33	\$0		\$10,568
August	\$10,060	\$ 100.00	\$ 83.33	\$0		\$10,243
September	\$10,060	\$ 100.00	\$ 83.33	\$0		\$10,243
October	\$10,060	\$ 100.00	\$ 83.33	\$0		\$10,243
November	\$10,060	\$ 100.00	\$ 83.33	\$0		\$10,243
December	\$10,384	\$ 100.00	\$ 83.33	\$0		\$10,568
	\$120,716	\$ 1,200.00	\$ 1,000.00	\$0	\$0	\$122,916

Holidays			
Jan	31	1	32
Feb	28		28
Mar	31	1	32
Apr	30		30
May	31	1	32
June	30		30
July	31	1	32
Aug	31		31
Sept	30	1	31
Oct	31		31
Nov	30	1	31
Dec	31	1	32

\$ 1,200.00 \$ 1,000.00

These cells must match!! You

will input the sick and vacation time in the months you see fit, but the totals for Sick and Vacation time must match from one page to the next.

EXPENSE AND SUPPLIES WORKSHEET

Category	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Alarm Monitoring	\$75	\$75	\$75	\$75	\$75	\$75	\$75	\$75	\$75	\$75	\$75	\$75	\$900
Armored Car													\$0
Background Checks	\$75			\$75			\$75			\$75			\$300
Bottled Water													\$0
Business Cards	\$50			\$50			\$50			\$50			\$200
Certification Enforcment	\$2,000	\$2,000	\$2,000										\$6,000
SAS 70 Audit						\$12,000							\$12,000
Customer Appreciation													\$0
Employment Ads	\$500			\$500			\$500			\$500			\$2,000
Payroll Processing	\$85	\$85	\$85	\$85	\$85	\$85	\$85	\$85	\$85	\$85	\$85	\$85	\$1,023
Keys/Safe & lock rekey													\$0
Letterhead/Envelops													\$0
GPS Tracking	\$40	\$40	\$40	\$40	\$40	\$40	\$40	\$40	\$40	\$40	\$40	\$40	\$480
Mileage Reimb													\$0
Group Health Admin	\$61	\$61	\$61	\$61	\$61	\$61	\$61	\$61	\$61	\$61	\$61	\$61	\$736
New Booths													\$0
A/P Pymnt Processing	\$155	\$155	\$155	\$155	\$155	\$155	\$155	\$155	\$155	\$155	\$155	\$155	\$1,856
Office Supplies	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$1,800
Pagers													\$0
IT Support	\$129	\$129	\$129	\$129	\$129	\$129	\$129	\$129	\$129	\$129	\$129	\$129	\$1,543
Parking Permits/Hang Tag													\$0
Receipt Tape /Batteries	\$806	\$806	\$806	\$806	\$806	\$806	\$806	\$806	\$806	\$806	\$806	\$806	\$9,672
Event Tickets		\$0						\$0					\$0
Valet Tickets		\$0						\$0					\$0
Spitter Tickets		\$0						\$0					\$0
I&E / GL Reporting	\$279	\$279	\$279	\$279	\$279	\$279	\$279	\$279	\$279	\$279	\$279	\$279	\$3,348
Office Rent	\$725	\$725	\$725	\$725	\$725	\$725	\$725	\$725	\$725	\$725	\$725	\$725	\$8,700
Postage/FedEx	\$15	\$15	\$15	\$15	\$15	\$15	\$15	\$15	\$15	\$15	\$15	\$15	\$180
Paris Maintenance	\$120												\$120
Geneva	\$120												\$120
HR Supplies	\$15	\$15	\$15	\$15	\$15	\$15	\$15	\$15	\$15	\$15	\$15	\$15	\$180
Coin bags (\$0.80)	\$120			\$120			\$12			\$120			\$372
Copier	\$450	\$450	\$450	\$450	\$450	\$450	\$450	\$450	\$450	\$450	\$450	\$450	\$5,400
Enforcement Tickets (\$0.35)			\$1,750					\$1,750					\$3,500
Envelopes (\$0.07			\$75					\$75					\$150
Total:	\$5,969.88	\$4,984.88	\$6,809.88	\$3,729.88	\$2,984.88	\$14,984.88	\$3,621.88	\$4,809.88	\$2,984.88	\$3,729.88	\$2,984.88	\$2,984.88	\$60,580.60

LOCATION: Pompano Beach Enforcement

DATE: 9/10/2014

REVISION 0

LOCATION # 0

Return to Summary

401K CONTRIBUTION EXPENSE

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
													\$0
													\$0
Total:	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

CREDIT CARD PROCESSING FEES

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
	667	667	667	667	667	667	667	667	667	667	667	667	\$8,000
													\$0
													\$0
													\$0
Total:	\$667	\$667	\$667	\$667	\$667	\$667	\$667	\$667	\$667	\$667	\$667	\$667	\$8,000

VEHICLE MAINTENANCE

Please specify:

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
													\$0
Oil Changes	120			120			120			120			\$480
													\$0
													\$0
	\$120	\$0	\$0	\$120	\$0	\$0	\$120	\$0	\$0	\$120	\$0	\$0	\$480

PAYROLL TAX WORKSHEET

Month	Monthly Total	Federal U/C	State U/C	FICA	Workman Comp.	Federal U/C Fica	0.011 0.0765				
January	\$10,568	\$116.24	\$570.65	\$808.41	\$571.70						
February	\$9,269	\$101.96	\$500.55	\$709.12	\$501.48	8	State	U/C Rate	WC Rate	WC Admin	WC Total
March	\$10,568	\$116.24	\$570.65	\$808.41	\$571.70		IN	0.0315	0.0157	0.0030	0.01870
April	\$9,919	\$109.10	\$535.60	\$758.77	\$536.59		NJ	0.0660	0.0563	0.0055	0.06180
May	\$10,568	\$116.24	\$570.65	\$808.41	\$571.70		VA	0.0433	0.0188	0.0045	0.02330
June	\$9,919	\$109.10	\$535.60	\$758.77	\$536.59		NV	0.0120	0.0295	0.0070	0.03650
July	\$10,568	\$116.24	\$570.65	\$808.41	\$571.70		DC	0.0290	0.0198	0.0059	0.02570
August	\$10,243	\$112.67	\$553.12	\$783.59	\$554.15		MD	0.0730	0.0504	0.0059	0.05630
September	\$10,243	\$112.67	\$553.12	\$783.59	\$554.15		LA	0.0010	0.0291	0.0030	0.03205
October	\$10,243	\$112.67	\$553.12	\$783.59	\$554.15		FL	0.0540	0.0482	0.0059	0.05410
November	\$10,243	\$112.67	\$553.12	\$783.59	\$554.15		GA	0.0451	0.0536	0.0059	0.05950
December	\$10,568	\$116.24	\$570.65	\$808.41	\$571.70		NY	0.0640	0.0246	0.0059	0.03050
							MA	0.0488	0.0162	0.0425	0.05870
	\$122,916	\$1,352.08	\$6,637.47	\$9,403.08	\$6,649.76						

Total Facility Spaces

1,355

Employees Part Time
Full Time
Total

4
4
8

Total Facility Desktops
Include Thin Clients - DO NOT INCL System PC's
for WPS, Amano, Federal, etc.

1

Group Health (No. of Employees in plan)

4

Monthly Reporting, Balancing Checking Acct, Etc.

Payroll Proc Per Emp Per Check	Gp Health Admin Per Emp/Yr	A/P Proc Avg/Space Per Yr.	IT Supp Per PC Per Month	I&E - GL Rpt Cost Per Month	TOTAL	
					Per Month	Per Year
		\$ 1.37			\$ 154.20	\$ 1,856.35
	\$ 4.92				\$ 85.25	\$ 1,023.05
			\$ 128.60		\$ 128.60	\$ 1,543.20
		\$ 184.00			\$ 61.33	\$ 736.00
				\$ 279.00	\$ 279.00	\$ 3,348.00
					\$ 708.88	\$ 8,506.60

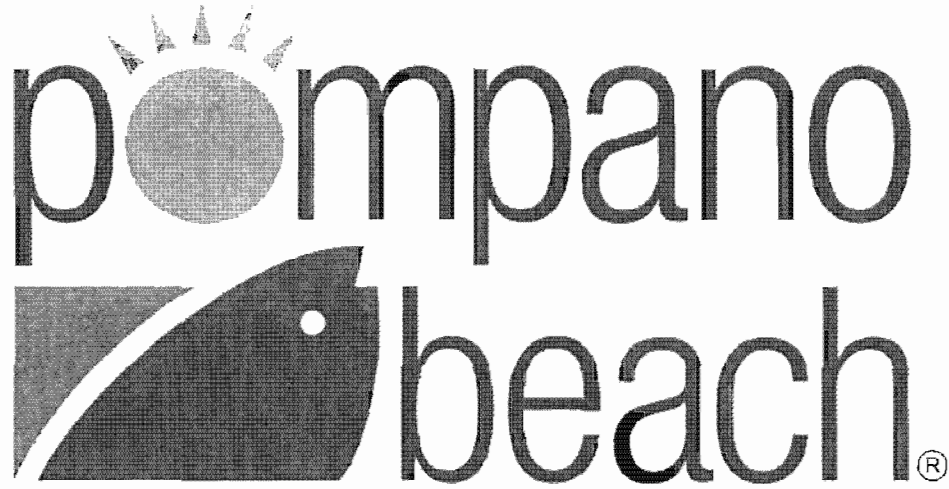
Attachment B (Fees) - Pier Garage Design/Construction Consulting Services

Parking Manager will provide consulting services related to the design/construction of the Pier Parking Garage at a rate of \$150 per hour, plus reasonable out of pocket expenses. Out of pocket expenses may include postage, copying, any travel required to review the site in person. Consulting fees, inclusive of out of pocket expenses shall not exceed \$10,000.

ATTACHMENT C

City request for proposal, Management of Parking Operations RFP T-43-14

ATTACHMENT C



Florida's Warmest Welcome

**CITY OF POMPANO BEACH
REQUEST FOR PROPOSALS
T-43-14**

MANAGEMENT OF PARKING OPERATIONS

**RFP OPENING: MAY 27, 2014 2:00 P.M.
PURCHASING OFFICE
1190 N.E. 3RD AVENUE, BUILDING C (Front)
POMPANO BEACH, FLORIDA 33060**

April 28, 2014

CITY OF POMPANO BEACH, FLORIDA
REQUEST FOR PROPOSALS
T-43-14
MANAGEMENT OF PARKING OPERATIONS

The City is seeking proposals from qualified firms to provide Parking Operations and Management services to the City of Pompano Beach, FL.

The City will receive sealed proposals until **2:00 p.m. (local), May 27, 2014**, in the City's Purchasing Office, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida, 33060. E-mailed or faxed proposals will not be acceptable.

Introduction

On October 1, 2013, the City of Pompano Beach created a separate Parking Enterprise Fund (the Parking Fund) for the purpose of managing and operating the City's parking assets in a prudent and economically viable manner and to provide transparency of its operations. The City's core goal is to provide a seamless, efficient, customer-friendly, progressive and cost-effective parking system for its stakeholders. The City has undertaken significant master planning efforts and is now investing in its infrastructure in ways that will result in the need for future construction of numerous parking garages and additional metered parking. To maximize the City's return on its investment, the City is hereby soliciting the services of professional parking management firms to operate its system.

The City currently has a total of 1,355 parking spaces (includes Harbor Village lot & N.E. 1st Street spaces) dispersed in three (3) municipal parking lots (Pier, Oceanside & Alsdorf) and two (2) leased lots, with the remainder of spaces encompassing on-street parking. The City has a total of 20 multi-space pay meters and 67 individual (lollipop) meters. The multi-space pay meters, which are supplied by Digital Payment Technologies, currently accept credit cards, cash and coins. During fiscal year 2013, the City generated approximately \$222K in parking citations (5,454 citations) revenue and approximately \$1M in parking revenues. The Current Parking Fund has an annual budget of \$1.2 million.

The multi-space pay meters (Luke I and Luke II) are remotely managed by Enterprise Management System (EMS) software, which allows both pay station configuration and the collection of transaction data to create financial management reports. EMS is a real time web based service utilized by Digital Payment Technologies (current multi-space pay meter vendor) to provide information on the status of parking spaces and to provide information for auditing and revenue reporting. Additionally, the pay stations are managed offline and online with Back Office Support System Software (BOSS) to configure all operating aspects for the meters (e.g. adding meters to the network, language settings for interface menus, establishing/adjusting parking fees, and credit card processing).

Parking Enforcement is currently provided through a Policing Services agreement with the Broward Sheriff's Office (BSO). The City is exploring an opportunity to include provision of

these services by Proposers. Parking operations currently falls under the direction of the Public Works Department of the City.

Attached to this document is **Attachment A & Attachment B**, which provides an inventory of parking meters with current locations and a map indicating geographic location of meters in the City, respectively. Proposers are required to independently verify this inventory as part of their due diligence. The City makes no representations as to the accuracy of this inventory.

The City is currently exploring the construction of a 500 space pier parking garage and over the next years will also be contemplating the construction of several other parking garages throughout the City.

1. **Scope Of Services**

Proposers or its employees must have at least three (3) years of experience managing municipal parking operations and must be able to service an office within the City of Pompano Beach. Proposers must have on its staff at least one (1) senior level manager that possesses on-street, parking lots and parking garage management experience, inclusive of parking enforcement experience.

The successful Proposer shall/may be responsible for providing, at a minimum, the following services:

Meter Enforcement

- a. Patrol of and enforcement for single-space, multi-space meters and parking lots, inclusive of issuance of parking citations for all parking violations throughout the City, in accordance with City ordinance. Proposer would be responsible for providing sufficient personnel to issue parking violation citations at a level of enforcement specified by the City. **Proposer must submit separate pricing for this enforcement activity in its proposals.** Proposer must be capable of providing this service seven days a week, 24 hours a day, and Proposers pricing must reflect such.
- b. Provide for all support vehicles, office and computer equipment as required to perform the day-to-day operations of the parking program. Proposers are responsible for any Internet service connections fees, as a result of any remote access to the City's network. Proposers, as part of their response, must include an itemization of anticipated support vehicles needed per the scope of services being solicited. Proposers would be responsible for all associated maintenance costs.
- c. Coordination of the installation and maintenance of parking meters, pay stations and change machines. The Proposer shall provide price quotes for both purchase and lease options, at the City's discretion when new parking equipment is to be acquired by the City directly. Equipment type and installation shall be in accordance with standards issued by the City. Requests for the repair of all parking equipment and appurtenances shall be requested, within twenty-four (24) hours of Proposer becoming aware of defects, from the City's provider and must be repaired or replace within forty-eight (48) hours or in accordance with

provider contractual terms. All purchases must conform to the City's purchasing policies and procedures.

- d. Currently, the City's citation issuance process utilizes ticket books and is a highly manual process, which involves the manual input of citations into the City's citations database. It is the City's intention to utilize hand held ticket issuance devices ("TIDs") to automate this process. As part of response to proposal, Proposer must provide recommendations (inclusive of prices) for hand held ticket issuance devices ("TID"), which allows enforcement personnel to conduct enforcement on tablets or similar devices. The TID should be user-friendly and include software that allows enforcement personnel to take pictures to support issuance of parking violations and allow for attachable print devices. It is expected that TID should be compatible with the City's current software application provider, SunGard HTE, to allow for the download of citation information from SunGard's citation database system to the TIDs and upload from the TIDs to SunGard. This will allow for automation of citation input and tracking identifying violators with multiple violations outstanding. Proposer's bid price should be reflected of this planned automation of the process.
- e. Monitoring, ordering and stocking of expendable products for meters (i.e. printer ink and printer paper). Proposers will have access to Parking Enterprise Budget for such expenses and must submit requests for processing payments via the City's normal purchasing and accounts payable process.
- f. Utilization of Enterprise Management System (EMS) Back Office Support System (BOSS) Software to re-program meters, as necessary.
- g. Manage and oversee the use of any third party programs (i.e. Passport Parking--pay-by-phone) by the City to support its parking activities.
- h. Provide boots for habitual parking enforcement violations. **Note:** the City has not enacted this policy as of yet, but may contemplate in the near term. Proposer should provide a narrative as to their experience with the use of such devices and at what point other clients have placed boots on vehicles.
- i. Provide for towing, as applicable. The cost for this component of the contract should be separately identifiable.
- j. Coordinating the repair or needed maintenance of any field parking software systems with the City's designated vendor(s).
- k. Provide employees with identifiable badges and uniforms, as approved by the City. All vehicles must also have appropriate identifiable marks to indicate Proposer's affiliation with the City of Pompano Beach Parking Services, subject to City approval. As part of proposal, Proposers must provide color pictures of what possible uniforms and vehicle decals might look like with the City's logo (Florida's Warmest Welcome).
- l. Enforcement personnel assigned to the contract should be appropriately trained and possess all required certifications and/or licenses for issuing non-moving

violations. It is further Proposer's responsibility (at own expense) to provide for pre-screening background checks for all personnel to be assigned to the City.

- m. Fielding customer inquiries and complaints related to the parking program.
- n. Provide annual reporting (within 90 days of fiscal year end) to the City describing the current state of parking enforcement activity. The report should, at a minimum, indicate no. of citations issued for the previous fiscal year (October 1st through September 30th), no. of enforcement personnel writing citations, no. of citations issued per staff member writing citations and any recommendations for improvements to operations detailing any associated costs. As part of proposal, proposer must provide any recommended benchmark or national standard for expected no. of citations to be written monthly or annually per citation personnel etc., based on the size/structure of the City's parking space program. Proposer must also describe any internal mechanism utilized by their management staff to monitor the performance of enforcement personnel, in this regard. A copy of citation database generated report must be provided as part of the package, which should reconcile to no. of citations indicated as issued in the annual report.
- o. Provide, as part of the required annual reporting, an annual survey to City of neighboring cities parking rates, at Proposer's own expense.
- p. Assistance and consultation with the City, as necessary in any enhancement, change or modification of its parking enforcement program.
- q. Assistance in implementing parking programs, including working with businesses, neighborhood groups, and other organizations, as needed.

Citation Management

- a. Proposer will be responsible for processing and maintaining a database of parking tickets issued.
- b. Inputting citations issued within 48 hours of issuance, including those written by BSO personnel.
- c. Generate letters to violators within fourteen (14) calendar days of violation being issued, to include assessment of late fees.
- d. Fielding customer inquiries and complaints related to citations. Proposer must provide a phone, fax and email address to which violators may direct inquiries. Such must be indicated on the parking citation issued. Proposer must also coordinate requests by violators for a court date to contest citations and coordinate such efforts with the City Attorney's Office. Also, attend enforcement court proceedings for disputed citations and follow through with hearing officers' decisions, as necessary.
- e. City will provide for a local office within the boundaries of the City whereby customers may visit to make inquiries about or appeal parking citations issues or for general parking inquiries.

- f. Quarterly, coordinate with the City's Information Technology Department, to generate a report of outstanding parking citations older than ninety (90) days. Export information to excel and email to the City's Finance Department for referral to the City's outside collection agency. **Note:** The City's system automatically adds a collection fee (i.e. 17%) to each citation amount due once this process has been activated. If Proposer would be utilizing its own accounting systems for input of citations and processing cash receipts, Proposer would be responsible for generating a query of parking citations outstanding for ninety (90) days or greater, exporting detailed information for each citation to excel and submitting such report to the City's Finance Department for referral to the outside collection agency. Once Finance Department forwards accounts to collections, Proposer would be notified and must add collection fee to outstanding balance for each violator's account to reflect new amount due. As an example, if violator owes \$47 initially, a 17% collection fee would require amount owed to be adjusted to \$54.99. Proposer's systems must be able to separately identify initial violation and penalties collected from any collection fee amounts collected.

Cash Receipts Collection, Handling and Processing

Proposers must provide pricing for the two options listed below:

Option 1: City Systems Utilized for Processing & Recording of Transactions

- a. Proposer will be responsible for processing and maintaining a database of parking tickets issued by utilizing the City's current citation management system, a component of SunGard HTE. Selected vendor would be granted remote access to the City's system.
- b. Proposer would be responsible for daily collection and delivery of cash and coins extracted from parking meters to the City's Treasury Division located at City Hall. Proposer would be responsible for delivery of cash and coins to the Treasury Division at least three (3) days a week (weekday-every other day). However, for special events or holidays, proposer shall make more frequent deliveries. For special events or holidays falling on the weekends, whereby it may be necessary to empty the meters on a weekend, Proposer would be responsible for maintaining coins/cash in a safe (combination & key, with limited staff access) at Proposer's local office until such time as delivery to City Hall is possible, during in normal operating hours. Meter generated audit reports must accompany collections (with the exception of lollipop extractions) from pay by space meters and provided to Treasury for reconciliation to the actual collections.
- c. Parking citation payments will be made at the City's Treasury Division, currently located on the 1st Floor of City Hall, and processed through the City's cash receipts system.

Option 2: Proposer Systems Utilized for Processing & Initial Recording of Transactions

- a. Proposer will be responsible for processing and maintaining a database of parking tickets issued by utilizing its own database management system and to record receivables and deferred revenue for all citations written, and cash and revenues as receipts are processed. City staff must be provided inquiry access to such system.
- b. Proposers would be responsible for the collection of all parking citation payments at its local office site and entry into Proposer's own cash receipts system. Such cash receipts system must accommodate a triple copy receipts system with customer obtaining original, Proposer maintaining a copy and a copy being remitted to the City's Treasury Division. At a minimum, such receipt should indicate the parking citation no., receipt no., the date paid, the amount paid, and nature of payment (i.e. parking citation). Proposer would be responsible for the processing of such receipts for bank deposit with City providing for daily pickup of bank deposits by an armed security service. Proposer would be required to submit a copy of the bank deposit slip and a report from Proposers cash receipts system, reconciled to the bank deposit slip amount to the City's Treasury Division. For non-sufficient funds (NSF) payments made via check, the City's Treasury Division will inform Proposer of such for update of provider's records. Proposer would be responsible for assessing the NSF fee (in accordance with City policy) to the violator and updating Proposer's financial records accordingly. All reporting to the City's Treasury Division must be inclusive of a cash receipts processing report and must be provided within 24 hours of processing of transactions.
- c. Daily collection of cash and coins extracted from parking meters. Under this Option, Proposer would accept these funds at its local office site and process the receipts in its own cash receipts system. Proposers would be responsible for generating meter audit reports (with the exception of lollipop meter extractions) to accompany each extraction of cash and coins from the meters and reconcile to the coin/cash counts. Proposers would be responsible for taking a physical count of cash and coins (a coin counter would be necessary) and completing a bank deposit slip(s) for deposit of the meter collections. City would provide daily-armed service pickup for physical deposit of meter collections to the bank. Proposer must arrange for deposit and pickup of meter collections within 48 hours of collection from meters. For special events or holidays, proposer shall make more frequent visits to the meters for collection of coins/cash as such volume of activity might warrant such. Proposer must provide for a secure safe (combination & key, with limited staff access) at local office site to hold meter collections pending armed service pickup. Proposer must provide a copy of the meter audit report, reconciliation of physical count to individual meter audit report and a copy of bank deposit slip for each bank deposit processed. Such must be provided timely to the City's Revenue Collections Division via mail or email as follows:

City of Pompano Beach
100 W. Atlantic Blvd., Rm 135
Pompano Beach, FL 33060
ATTN: Revenue Collections Manager
or
Linda.dye@copbfl.com with copy to
Giselle.wishinsky@copbfl.com

Separate ledger accounts would need to be established by lots/locations as follows:

- Municipal Pier Lot
- Oceanside Lot
- Beach Parking Lot
- Alsdorf Lots
- Street Parking Meters
- Harbor Village/N.E. 1st Street

Proposer would be required to provide a report to the City's Treasury Division for each deposit to indicate the locations of each collection for each bank deposit as stated above. All reporting to the City's Treasury Division must be inclusive of a cash receipts processing report and must be provided within 24 hours of processing of transactions.

- a. Proposer would be responsible for administering the City's residential parking permit program. The City currently issues approximately 200 residential parking permits per year for its Oceanside and Municipal Pier Lots. The City issues semi-annual permits at a price of \$30 and annual permits at a price of \$60, based on certain qualifying criteria (i.e. proof of residency). Proposer would be required to process and record receipts related to this program. Such cash receipts system must accommodate a triple copy receipts system with customer obtaining original, Proposer maintaining a copy and a copy being remitted to the City's Treasury Division. At a minimum, such receipt should indicate the parking permit no., receipt no., the date paid, the amount paid, and nature of payment (i.e. residential parking permit). Proposer would prepare bank deposit slips for this activity and the City would provide for daily-armed service pickup of such deposits. Proposer would be responsible for recording this activity in a dedicated system account (i.e. residential parking permits) and must submit a copy of the bank deposit slip, a cash receipts report and a reconciliation of the two to the City's Treasury Division. Proposer would be responsible for maintaining all applications and proof of qualification for each permit issued, in accordance with the City's records retention policy.
- b. Any request for refunds pertaining to any of the activities discussed above must be handled by the City's Treasury Division and communicated to Proposer for update of Proposer's records and systems.

- c. Proposers would be responsible for voiding any transactions, in accordance with City's established practices and must provide a reporting of such to the City's Treasury Division within 24 hours of processing.
- d. Proposer would be responsible for establishing an online system to allow violators to make credit/debit card payments via a secure website (complying with all regulatory requirements). Proposer would be responsible for ensuring such system is PCI compliant and on an annual basis must submit report to Visa/MC as such. Proposer would be responsible for the posting of these online payments to Proposer's cash receipts system. Proposer would be responsible for linking online receipts directly to the City's designated bank account for daily deposit and submittal of cash receipts reports to the City's Treasury Division within 24 hours of processing.
- e. Should the City elect **Option 2**, Proposer would be responsible for having an annual review of the design and operating effectiveness of its system of internal controls performed annually, by a certified independent accountant, and provide a copy of the report (Report on Controls at a Service Organization) to the City's Finance Director or designee. Such a report will be in accordance with the requirements of Statement on Standards for Attestation Engagements No. 16, as issued by the American institute of Certified Public Accountants.
- f. Currently, the City's Information Technology Department (IT) provides citation information to the State of Florida Division of Motor Vehicles (the State) to allow the State to place a hold on violators, whereby tag renewal will be delayed if violators have at least three (3) regular unpaid citations or one (1) unpaid handicap citation. The State also provides detailed information for violators (i.e. addresses, DL# etc.) directly to the City to allow for the mailing of letters to violators and assist in follow-up collection efforts. Should Proposer elect **Option 2**, Proposer would be responsible for establishing an infrastructure to allow for this two-way communication and ensuring compatibility of Proposer's system with the State's system, to allow for this interface of data.
- g. Within thirty (30) days from City's fiscal year end (September 30th), Proposer would be responsible for providing an aging report of outstanding parking citation receivables (at fiscal year-end) to the City's Finance Department.

General Requirements

- a. Proposer (all parties to the Agreement) must be licensed to do business in the State of Florida and must obtain a business tax receipt for the City and Broward County, prior to commencement of services.
- b. Proposer must staff a temporary office within the limits of the Pompano Beach, to be provided by the City, to generally contain the management of the parking program, inclusive of accepting customer inquiries, acceptance and processing of payments (assumes City elects **Option 2**)

and issue late notices for overdue payment of citations etc. The intent of the City is to eventually provide a permanent location within the pier parking garage upon its completion and the City will provide a temporary site for the temporary office within reasonable proximity to the beach/pier area immediately, at City's expense. It is Proposer's responsibility to provide for all costs associated with staffing and operating the location within Proposer's budgeted costs.

- c. Handle all customer service associated with the parking program.
- d. It is anticipated that the City will be designing and constructing a 500-space pier parking garage within the next 1.5 to 2 years. Proposers are required to propose a tentative separate price structure to contemplate the management of the garage, to include provision of valet parking (approximately 100 spaces in pier garage) for beach parking and future restaurant locations in the Pier Redevelopment area. Such proposed pricing structure should present a line item detail of all costs to be covered in proposer's budget and should be specific as to what will be included in proposer's budget, as well as what would be excluded or Proposers may indicate as "optional" services. Proposer's management structure should be discussed. Proposer must discuss client references (name of client, contact name, title, phone, email) for which similar services have been provided within the past three (3) years, including, but not be limited to contractual arrangement for compensation.
- e. Provide weekly, monthly and annual reports as may be required by the City.
- f. The Proposer may propose the purchase of equipment, data software and information systems relating to and associated with the day-to-day operations of the parking management program to enhance operating efficiency, with prior approval of the City. All purchases must be in accordance with City policies and procedures. All program specific products purchased by the Proposer on behalf of the City shall upon termination of the Contract remain the property of the City.
- g. Coordinate the implementation of any changes in the City's parking rates or policies.
- h. Provide for an annual review of the design and operating effectiveness of Proposer's system of internal controls performed annually, by a certified independent accountant, and provide a copy of the report (Report on Controls at a Service Organization) to the City's Finance Director or designee. Such a report will be in accordance with the requirements of Statement on Standards for Attestation Engagements No. 16, as issued by the American Institute of Certified Public Accountants.
- i. As part of Proposal, Proposer must submit, at a minimum, compiled financial statements to indicate financial capacity to provide the services

herein, without interruption. Proposer may choose to submit reviewed or audited financials instead.

- j. Coordinate special City events with City staff.
- k. Within 6 months of hire, meet with City and CRA staff and review current parking operations and provide a report to the City Manager with observations and recommendations etc. May include new technologies, payment acceptance methods, additional meter locations, garage locations, marketing, signage, experience/suggestions for a 100% cashless system etc.

Any reasonably related services upon request.

2. Term of Contract

The City anticipates awarding a Service Provider Agreement for a term of three (3) years with an option for one (1) additional term of two (2) years, for a possible total of five (5) years. Hourly rates and all other negotiated expenses will remain in effect throughout the duration of the contract term, including the optional renewal term, unless mutually agreed upon by both parties. Additional services and responsibilities may be added to this agreement as agreed upon by both parties.

3. Small Business Enterprise Program

The Pompano Beach City Commission has established a voluntary Small Business Enterprise (SBE) Program to encourage and foster the participation of Small Business Enterprises in the central procurement activities of the City. The City of Pompano Beach is strongly committed to ensuring the participation of Small Business Enterprises (SBE's) as contractors and subcontractors for the procurement of goods and services. The definition of a SBE, for the purpose of the City's voluntary program, is taken from the State of Florida Statute 288.703(1).

As of the date of publication of this solicitation, a small business means an independently owned and operated business concern that employs 200 or fewer permanent full-time employees and that, together with its affiliates, has a net worth of not more than \$5 million or any firm based in Florida that has a Small Business Administration 8(a) certification. As applicable to sole proprietorships, the \$5 million net worth requirement shall include both personal and business investments.

The City encourages all firms to undertake good faith efforts to identify appropriate Small Business Enterprise partners. Sources of information on certified Small Business Enterprises include the Broward County Small Business Development Division, the State of Florida Office of Supplier Diversity, South Florida Water Management District, and other agencies throughout the State. The City includes links to these organizations from the City's website www.pompanobeachfl.gov. Please indicate in your response if your firm is a certified Small Business Enterprise.

Please note that, while no voluntary goals have been established for this solicitation, the City encourages small business participation in *all* of its

procurements.

4. Local Business Program

On March 23, 2010, the City Commission approved a Resolution establishing a Local Business Program, a policy to increase the participation of City of Pompano Beach businesses in the City's procurement process.

You can view the list of City businesses that have a current Business Tax Receipt on the City's website, and locate local firms that are available to perform the work required by the bid specifications. The business information, sorted by business use classification, is posted on the webpage for the Business Tax Receipt Division: http://pompanobeachfl.gov/pages/department_directory/development_services/business_tax_receipt_division/pdfs/FAQ_sheet_BTR.pdf or you may contact Susan Kores at the Pompano Beach Community Redevelopment Agency Business Resource Center at (954) 586-1199 or at susan@iedfl.com.

Please note that, while no voluntary goals have been established for this solicitation, the City encourages Local Business participation in *all* of its procurements. Proposers interested in local business participation are encouraged as part of their proposal package to discuss planned efforts in this respect.

5. Required Proposal Submittal

Submission/Format Requirements

Submit one (1) original unbound and five (5) bound copies of the proposal. All copies will be on 8 ½" x 11" plain white paper, typed, and signed by an authorized representative who is able to contractually bind the Proposer. In addition, Proposers must submit one (1) original copy of the Proposal on electronic media in printable Adobe or Microsoft Word format (or other format approved by the City). Failure to adhere to the submittal quantity criteria may result in the Proposal being considered non-responsive.

Information to be included in the proposal: In order to maintain comparability and expedite the review process, it is required that proposals be organized in the manner specified below, with tabs or dividers between the sections:

Title page:

Show the project name and number, the name of the Proposer's firm, address, telephone number, name of contact person and the date.

Table of Contents:

Include a clear identification of the material by section and by page.

Letter of Transmittal:

Briefly state the Proposer's understanding of the project and express a positive commitment to provide the services described herein. State the name(s) of the person(s) who will be authorized to make representations for the Proposer, their title(s),

office and E-mail addresses and telephone numbers. Please limit this section to two pages.

Scope of Services:

For each item listed under scope of services, proposers are required to provide a narrative discussing each respective area, to include, but not be limited to:

- a. Discussion of experience and ability to manage a 500 space parking garage, to include any experience in operating a valet service. Discussion should include proposed contract structure in terms of Proposer compensation and any general revenue split arrangements generally contemplated. May also include discussion of how the garage might be manned or not, based on entry and exit points, pay meters etc. Should also include Proposer's experience with other client references as discussed above.
- b. Discussion of number of personnel anticipated to be assigned to the contract, to include title and duties, at a minimum.
- c. Discussion of vehicles to be assigned to the contract, type, description etc.
- d. Discussion of benchmarks and/or national standards against with performance of parking operations may be measured, to include parking enforcement activity.
- e. Discussion of any proposed general improvements already observed per Proposer's own due diligence in preparing proposal.
- f. Discussion of experience with placing boots on parking violators vehicles.
- g. Discussion of hand held ticket devices and recommendations of specific TIDs.
- h. Discussion of any parking program analysis reports prepared for previous clients. Proposer must include an example (s) in proposal submittal.
- i. Discussion of proposed monitoring mechanisms for monitoring the performance of personnel, as it relates to administration of the parking enforcement function.
- j. Discussion of cash receipts processing and recording capacity and internal controls in place to ensure accurate and complete collection, recording and reconciliation of transactions. In addition, discuss planned segregation of duties for collection, recording, cashier drawer balancing procedures (to include reconciliation of opening cash drawer amount, daily receipts and cash receipts system report reconciliation) a, deposit and reconciliation of all parking related revenues, should the City elect Option 2 above.
- k. Discussion of the City's current parking rate structure of \$1.25 per hour (unadjusted for peak days/hours/locations) and any recommendations based on prior clients or general industry practice. City also currently has a boat launch and charges \$10 for a 24-hour period to park a boat trailer.
- l. Discussion of planned collection efforts to maximize collections on outstanding parking citations. Proposers should incorporate specific experience/success in this area with other client references to include client name, contact name, title, phone, email, etc. and approximate value or receivables managed, annual collections and annual collection rate for client's most recent fiscal year.
- m. Discussion on any proposed efforts to enhance collections on parking citations written for out of state violators.
- n. Discussion of transition plan, inclusive of detailed tasks to be completed, and planned coordination effort with BSO, the City's current parking enforcement partner.
- o. Discussion of anticipated timeframe from contract award to being fully operational.

Fees & Costs:

Proposer must provide a line item budget for fees for all contract years, including any optional renewal periods. In narrative, please discuss basis for each annual escalator, if applicable (i.e. specific consumer price index).

Include a concise narrative with sufficient detail indicating the proposed approach to providing the required services, including a description of the types and qualities of service that would be provided. Provide a cost for each of the major services provided along with the estimated number of expected work hours for each qualified staff.

Proposer must itemize all costs to complete all necessary tasks as described under Scope of Services. Miscellaneous expenses should be adequately described. Proposer must be clear as what is included in price proposal, what is excluded and what might be optional.

References:

Submit a client reference list, including name of contact, firm and/or governmental entity, address, telephone number and type of service provided to each reference. At least Three (3) references should be for clients within Broward, Dade, or Palm Beach Counties if applicable, with an emphasis on event or recreational type of facilities with more than 1,000 parking spaces.

Litigation:

Disclose any litigation within the past five (5) years arising out your firm's performance.

City Forms:

The RFP Proposal Signature Page must be completed, signed and returned. Proposer should return all RFP pages, initialed where indicated.

6. Insurance

The insurance described herein reflects the insurance requirements deemed necessary for this contract by the City. It is not necessary to have this level of insurance in effect at the time of submittal, but certificates indicating that the insurance is currently carried or a letter from the Carrier indicating upgrade ability will speed the review process to determine the most qualified Proposer.

The successful Proposer(s) shall not commence operations until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach Risk Manager.

The following insurance coverage shall be required.

- a. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees). The Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

- b. Liability Insurance

- 1) Naming the City of Pompano Beach as an additional insured, on General Liability Insurance only, in connection with work being done under this contract.
- 2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

LIMITS OF LIABILITY

Type of Insurance	each occurrence	aggregate
GENERAL LIABILITY: <i>MINIMUM \$1,000,000 per OCCURRENCE / \$1,000,000 AGGREGATE</i>		
* Policy to be written on a claims incurred basis		
XX comprehensive form		
XX premises - operations	bodily injury	
— explosion & collapse hazard	property damage	
— underground hazard		
XX products/completed operations hazard	bodily injury and property damage	
XX contractual insurance	combined	
XX broad form property damage		
XX independent contractors		
XX personal injury	personal injury	

AUTOMOBILE LIABILITY: *MINIMUM \$1,000,000 per OCCURRENCE / \$1,000,000 AGGREGATE*

	bodily injury (each person)	
	bodily injury (each accident)	
XX comprehensive form	property damage	
XX owned		
XX hired	bodily injury and property damage	
XX non-owned	combined	

REAL & PERSONAL PROPERTY

— comprehensive form Consultant must show proof they have this coverage.

EXCESS LIABILITY

— umbrella form bodily injury and property damage

___	other than umbrella	combined	\$2,000,000.	\$2,000,000.
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XX	PROFESSIONAL LIABILITY		\$1,000,000.	\$1,000,000.
	* Policy to be written on a claims made basis			

The certification or proof of insurance must contain a provision for notification to the City thirty (30) days in advance of any material change in coverage or cancellation.

The successful Proposer shall furnish to the City the certification or proof of insurance required by the provisions set forth above, within ten (10) days after notification of award of contract.

7. Selection/Evaluation Process

A Selection/Evaluation Committee will be appointed to select the most qualified firm(s). The Selection/Evaluation Committee will present their findings to the City Commission.

Proposals will be evaluated using the following criteria.

<u>Criteria</u>	<u>Point Range</u>
A. Experience and Expertise	0-35
Previous related work experience and qualifications of firm and personnel. Demonstrates a clear understanding of scope of work and other technical or legal issues related to the project.	
B. References	0-5
History and performance of firm/project team on similar projects. References and recommendations from previous clients.	
C. Resources and Methodology	0-15
Adequacy of amount of quality resources assigned to the project. Overall approach to project. Consideration of services provided and approach to meeting goals and deadlines.	
D. Location of Regional Office	0-5
Proximity to Pompano Beach Office location.	
E. Cost	0-40
Including the proposed mark up (indicate what benefits are included and amount of the mark up) for field staff, costs for management and the proposed fee structure.	
Total	0-100

The Committee has the option to use the above criteria for the initial ranking to short-list Proposers and to use an ordinal ranking system to score short-listed Proposers

following presentations (if deemed necessary) with a score of "1" assigned to the short-listed Proposer deemed most qualified by the Committee.

Each firm should submit documentation that evidences the firm's capability to provide the services required for the Committee's review for short listing purposes. After an initial review of the Proposals, the City may invite Proposers for an interview to discuss the proposal and meet firm representatives, particularly key personnel who would be assigned to the project. Should interviews be deemed necessary, it is understood that the City shall incur no costs as a result of this interview, nor bear any obligation in further consideration of the submittal.

When more than three responses are received, the committee shall furnish the City Commission (for their approval) a listing, in ranked order, of no fewer than three firms deemed to be the most highly qualified to perform the service. If three or less firms respond to the RFP, the list will contain the ranking of all responses.

The City Commission has the authority to (including, but not limited to); approve the recommendation; reject the recommendation and direct staff to re-advertise the solicitation; or, review the responses themselves and/or request oral presentations and determine a ranking order that may be the same or different from what was originally presented to the City Commission.

8. Hold Harmless and Indemnification

Proposer covenants and agrees that it will indemnify and hold harmless the City and all of its officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the Proposer, whether direct or indirect, or whether to any person or property to which the City or said parties may be subject, except that neither the Proposer nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of the City or any of its officers, agents or employees.

9. Retention of Records and Right to Access

The selected firm shall maintain during the term of the contract all books of account, receipt invoices, reports and records in accordance with generally accepted accounting practices and standards. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. Recommendation for changes, additions, or deletions by the City's Internal Auditor must be complied with by the selected firm. The City's Internal Auditor must be permitted during normal business hours to audit and examine the books of account, reports, and records relating to this contract. The selected firm shall maintain and make available such records and files for the duration of the contract and retain them until the expiration of three years after final payment under the contract.

10. Communications

No negotiations, decisions, or actions shall be initiated or executed by the firm as a result of any discussions with any City employee. Only those communications, which

are in writing from the City, may be considered as a duly authorized expression on behalf of the City. In addition, only communications from firms that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of firms.

11. **No Discrimination**

There shall be no discrimination as to race, sex, color, age, religion, or national origin in the operations conducted under any contract with the City.

12. **Independent Contractor**

The selected firm will conduct business as an independent contractor under the terms of this contract. Personnel services provided by the firm shall be by employees of the firm and subject to supervision by the firm, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this agreement shall be those of the firm.

13. **Staff Assignment**

The City of Pompano Beach reserves the right to approve or reject, for any reasons, Proposer's staff assigned to this project at any time. Background checks may be required.

14. **Contract Terms**

The contract resulting from this RFP shall include, but not be limited to the following terms:

The contract shall include as a minimum, the entirety of this RFP document, together with the successful Proposer's proposal. Contract shall be prepared by the City of Pompano Beach City Attorney.

If the City of Pompano Beach defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of the contractor, its employees, agents or servants during the performance of the contract, whether directly or indirectly, contractor agrees to reimburse the City of Pompano Beach for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

15. **Waiver**

It is agreed that no waiver or modification of the contract resulting from this RFP, or of any covenant, condition or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, duly executed as above. The parties agree that the provisions of this paragraph may not be waived except by a duly executed writing.

16. **Survivorship Rights**

This contract resulting from this RFP shall be binding on and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representative, successors and assigns.

17. **Termination**

The contract resulting from this RFP may be terminated by the City of Pompano Beach without cause upon providing contractor with a least sixty (60) days prior written notice.

Should either party fail to perform any of its obligations under the contract resulting from this RFP for a period of thirty (30) days after receipt of written notice of such failure, the non-defaulting part will have the right to terminate the contract immediately upon delivery of written notice to the defaulting part of its election to do so. The foregoing rights of termination are in addition to any other rights and remedies that such party may have.

18. **Manner of Performance**

Proposer agrees to perform its duties and obligations under the contract resulting from this RFP in a professional manner and in accordance with all applicable local, federal and state laws, rules and regulations.

Proposer agrees that the services provided under the contract resulting from this RFP shall be provided by employees that are educated, trained and experienced, certified and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish the City of Pompano Beach with all documentation, certification, authorization, license, permit, or registration currently required by applicable laws or rules and regulations. Proposer further certifies that it and its employees are now in and will maintain good standing with such governmental agencies and that it and its employees will keep all license, permits, registration, authorization or certification required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of contract.

19. **Acceptance Period**

Proposals submitted in response to this RFP must be valid for a period no less than ninety (90) days from the closing date of this solicitation.

20. **RFP Conditions and Provisions**

The completed and signed proposal (together with all required attachments) must be returned to City on or before the time and date stated herein. All Proposers, by submission of a proposal, shall agree to comply with all of the conditions, requirements and instructions of this RFP as stated or implied herein. All proposals and supporting materials submitted will become the property of the City.

Any alteration, erasure, or interlineations by the Proposer in this RFP shall constitute cause for rejection. Exceptions or deviations to this proposal may not be added after the submittal date.

All Proposers are required to provide all information requested in this RFP. Failure to do so may result in disqualification of the proposal.

The City reserves the right to postpone or cancel this RFP, or reject all proposals, if in its sole discretion it deems it to be in the best interest of the City to do so.

The City reserves the right to waive any technical or formal errors or omissions and to reject all proposals, or to award contract for the items herein, in part or whole, if it is determined to be in the best interests of the City to do so.

The City shall not be liable for any costs incurred by the Proposer in the preparation of proposals or for any work performed in connection therein.

21. Standard Provisions

a. Governing Law

Any agreement resulting from this RFP shall be governed by the laws of the State of Florida, and the venue for any legal action relating to such agreement will be in Broward County, Florida.

b. Conflict Of Interest

For purposes of determining any possible conflict of interest, each Proposer must disclose if any City employee is also an owner, corporate officer, or an employee of the firm. If any City employee is an owner, corporate officer, or an employee, the Proposer must file a statement with the Broward County Supervisor of Elections pursuant to § 112.313, Florida Statutes.

c. Drug Free Workplace

The selected firm(s) will be required to verify they will operate a "Drug Free Workplace" as set forth in Florida Statute, 287.087.

d. Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

e. Patent Fees, Royalties, And Licenses

If the selected Proposer requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the selected Proposer and his surety shall indemnify and hold harmless the City from any and all claims for infringement by reason of the use of any such patented design, device, trademark, copyright, material or process in connection with the work agreed to be performed and shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during or after completion of the work.

f. Permits

The selected Proposer shall be responsible for obtaining all permits, licenses, certifications, etc., required by federal, state, county, and municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform to the requirements of said legislation.

g. Familiarity With Laws

It is assumed the selected firm(s) will be familiar with all federal, state and local laws, ordinances, rules and regulations that may affect its services pursuant to this RFP. Ignorance on the part of the firm will in no way relieve the firm from responsibility.

h. Withdrawal Of Proposals

A firm may withdraw its proposal without prejudice no later than the advertised deadline for submission of proposals by written communication to the General Services Department, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida 33060.

i. Composition Of Project Team

Firms are required to commit that the principals and personnel named in the proposal will perform the services throughout the contractual term unless otherwise provided for by way of a negotiated contract or written amendment to same executed by both parties. No diversion or substitution of principals or personnel will be allowed unless a written request that sets forth the qualifications and experience of the proposed replacement(s) is submitted to and approved by the City in writing.

j. Variances

While the City allows Proposers to take variances to the RFP terms, conditions, and specifications, the material nature, number, and extent of variances taken will be considered in determining proposal responsiveness and in allocating proposal evaluation points.

k. Invoicing/Payment

All invoices should be sent to City of Pompano Beach, Accounts Payable, P.O. Drawer 1300, Pompano Beach, Florida, 33061. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of a proper invoice.

l. Public Records

1. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:
 - a. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
 - b. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;
 - c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
 - d. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.
2. The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce the Default in accordance with the provisions set forth herein.

22. Questions and Communication

All questions regarding the RFP are to be submitted in writing to the Purchasing Office, 1190 N.E. 3rd Avenue, Building C (Front), Pompano Beach, Florida 33060, fax (954) 786-4168, or email purchasing@copbfl.com. All questions must include the inquiring firm's name, address, telephone number and RFP name and number. Questions must be received at least seven (7) calendar days before the scheduled solicitation opening. Oral and other interpretations or clarifications will be without legal effect. Any addendum necessary to answer questions will be posted to the City's website, and it is the Proposer's responsibility to obtain all addenda before submitting a response to the solicitation.

23. Addenda

The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this solicitation the City will attempt to notify all known prospective Proposers, however, it shall be the responsibility of each Proposer, prior to submitting their response, to contact the City Purchasing Office at (954) 786-4098 to determine if addenda were issued and to make such addenda a part of their proposal.

PROPOSAL SIGNATURE PAGE
RFP T-43-13, MANAGEMENT OF PARKING OPERATIONS

To: The City of Pompano Beach, Florida

The below signed hereby agrees to furnish the proposed services under the terms stated subject to all instructions, terms, conditions, specifications, addenda, legal advertisement, and conditions contained in the RFP. I have read the RFP and all attachments, including the specifications, and fully understand what is required. By submitting this signed proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this proposal.

Proposal submitted by:

Name (printed) _____ Title _____

Company (Legal Registered) _____

Federal Tax Identification Number _____

Address _____

City/State/Zip _____

Telephone No. _____ Fax No. _____

Signature _____ Date _____

Addendum Acknowledgment - Proposer acknowledges that the following addenda have been received and are included in his/her proposal:

Addendum No. _____ Date Issued _____

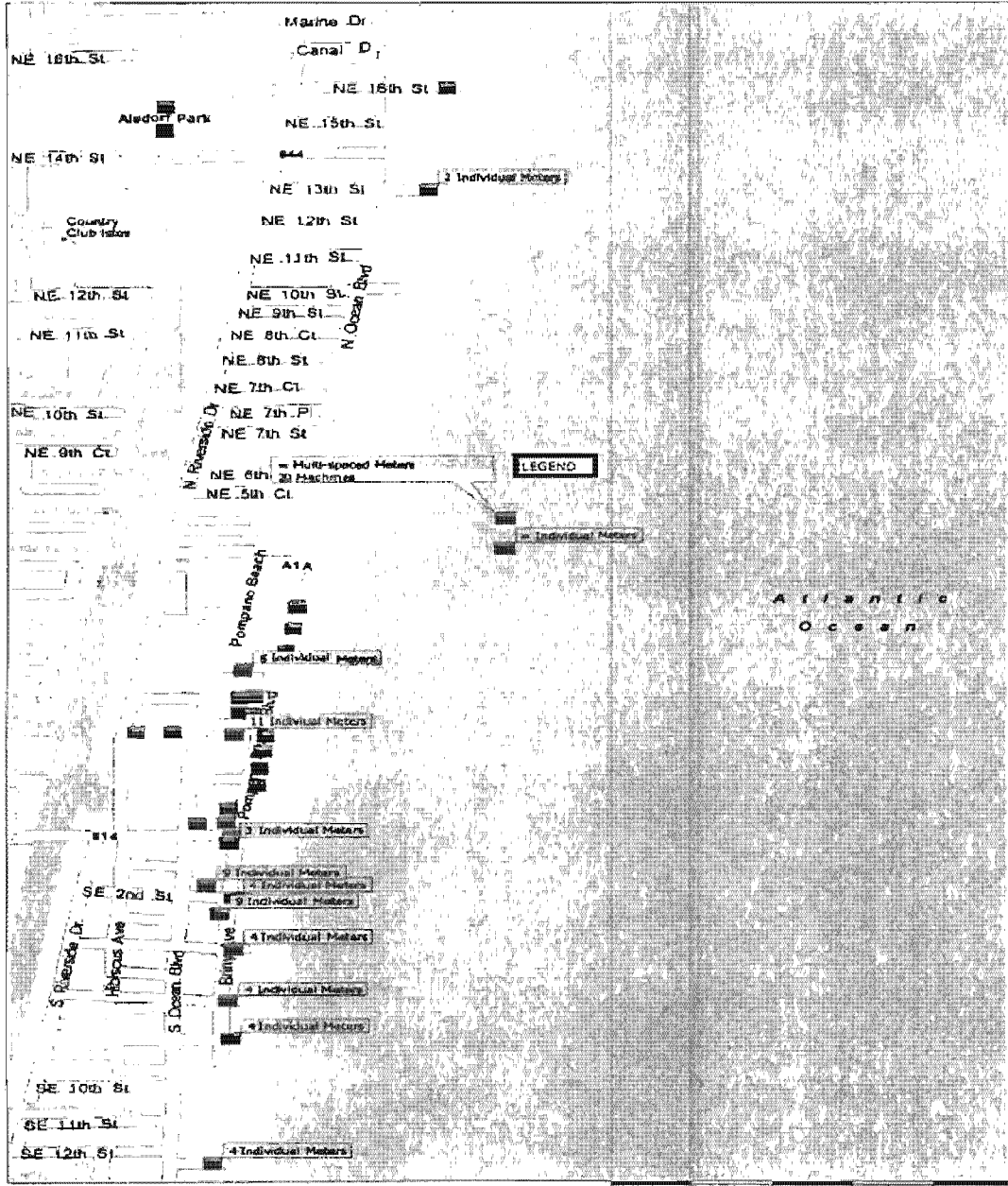
ATTACHMENT "A"

Lot	Machine Serial Numbers
Pier, Spaces 001 to 323	
Machine 1 NE	300009420069
Machine 2 NW	300009420070
Machine 3 SW	300009420071
Machine 4 SE	300009420074
Oceanside	
Machine 7 West Side	300010270008
Machine 8 East Side	300010270010
Parcel A, Spaces 2001 - 2126	
SW Corner Temp Lot	500012360986
Temp Lot East Side, North	500012360979
Temp Lot East Side, South	500012360978
Briny Pub Corner	500012360983
PB Blvd., Spaces 1001 - 1122	
North of Pier 1	500012360981
North of Pier 2	500012360980
North of Pier 3	500012360977
South of Pier 1	500012360984
South of Pier 2	500012360987
South of Pier 3	500012360982
South of Pier 4	500012360985
16th Street, Spaces 800 - 827	300009420073
Aldorf	
North	300010270009
South	300010270011

*Does not yet include Harbor Village/N.E. 1st Street

ATTACHMENT "B"

Parking meter Locations 2012 Revised



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ATTACHMENT D

PARKING MANAGER'S BID RESPONSE

www.pompanobeachfl.gov/denisonparkinginc

EXHIBIT B
PARKING FACILITY

OPERATING EXPENSES (Section 2.6)

1. Management Fee
2. Payroll:
 - A. Salaries and wages of all Parking Manager personnel assigned to and performing work at the Parking Facility, including general manager, manager, assistant managers, bookkeepers, parking attendants, cashiers, custodians, maintenance personnel, and auditors.
 - B. Payroll taxes, including without limitation workers' compensation, unemployment insurance and social security.
 - C. Parking Manager's existing standard benefits have been approved by City and Parking Manager for inclusion in Operating Expenses and City agrees to review and consent to any reasonable modification thereof made applicable to all Parking Manager's employees.
 - D. Overtime premium wages for employees who have worked in excess of forty (40) hours per week at the Parking Facility only, not to exceed 10% of total compensation in any month.
3. Telephone and data line expenses originating from and relating to the operation of the Parking Facility only.
4. All expenses of complying with any and all requirements of all federal, state and municipal legislative enactments, and other governmental or municipal regulations directly related to Parking Facility, including license and permit fees.
5. All expenses of cleaning, operating, maintaining and repairing the Parking Facility to the extent not provided herein to be performed by City, including, without limitation, any and all expenses incurred for the cleaning of all surface areas, cleaning and maintaining of all parking equipment, and for the striping and line painting of all parking areas.
6. Expenses associated with employee uniforms for Employees stationed at the Parking Facility.

7. Insurance premiums and applicable deductibles directly attributable to the Parking Facility.
8. Sundry items for use at the Parking Facility, such as parking tickets, reports and other standard forms, monthly cards, housekeeping supplies and equipment, office supplies and postage.
9. Expenses associated with the purchase, maintenance and upkeep of directional signs, rate and other signs for use within the Parking Facility.
10. Employment expenses incurred for the purpose of filling personnel needs at the Parking Facility such as advertising, screening tests, background checks.
11. Equipment and fixtures related to the access, operational efficiency, customer service and revenue control of the Parking Facility, such as gate arms, cashier booths, clearance bars, etc.
12. A monthly administrative fee determined annually and included in the approved Budget during the term of this First Amendment to cover Parking Manager's overhead cost of providing certain location specific accounting services for the Parking Facility such as payroll processing, accounts receivable processing, etc.
13. All other ordinary and direct expenses associated with the operation of the Parking Facility which have been itemized with reasonable specificity in any approved Budget and/or which have been otherwise approved by City.
14. Maintenance and monitoring of all elevators and escalators serving the Parking Facility, if any.
15. Emergency expenses as approved in writing or email by City.

EXPENSES OF PARKING MANAGER (Section 2.7)

1. Salaries and wages of any person not assigned to the parking facility by Parking Manager.
2. Parking Manager's corporate business taxes and personal property taxes on Parking Manager's property.
3. Any charitable contributions by Parking Manager.

4. Travel expenses of all personnel and all indirect overhead expense and compensation expense of headquarters or executive personnel.
5. Expenses of Parking Manager not related to Parking Facility.

EXPENSES OF CITY (Section 2.8)

1. Salaries and wages of all employees of City.
2. Expenses incurred by City in the supervision of obligations of Parking Manager.
3. Insurance premiums for those coverages which are provided by City.
4. Legal and third party auditing fees, except as otherwise set forth in this First Amendment.
5. Real and personal property taxes, sales tax if any, debt service and occupancy tax.
6. Taxes pertaining to City, such as franchise, income or corporate taxes and debt service with respect to the Parking Facility.
7. Capital expenditures, improvements and alterations, major structural repairs and repairs to HVAC, elevators, plumbing and electrical systems, including all architectural and engineering fees, but not including routine minor repairs which are typically performed by routine maintenance employees.
8. Repairs caused or required by improper construction or design of Parking Facility including, without limitation by specification, settlement, collapse or inadequacy of structure.
9. Expenses of City not related to Parking Facility.
10. Costs of payroll and equipment of security personnel.
11. Utilities expense of the Parking Facility.
12. Cost of any alterations or improvements to the parking facility required as a result of the American's with Disabilities Act or other governmental regulations.

EXHIBIT C
PROJECTED PROFIT AND LOSS OPERATING STATEMENT
PARKING FACILITY
(FISCAL YEARS 2016, 2017 & 2018)

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DENISON PARKING, INC.

BUDGET SUMMARY 2016

Location Name: Pompano Beach Garage

Number of Spaces 609

Location # :

Revision:

Submitted by: Lantz

Date: May 2, 2016

CONFIDENTIAL

CONFIDENTIAL

CONFIDENTIAL

CONFIDENTIAL

CONFIDENTIAL

**Operating Assumptions
FY 2016 Budget**

- 1 Hourly rate for the FY 2016 year will be \$1.25 Per Hour.
This rate can be changed on the fly along with Flat Rate capability for events.

- 2 Monthly Parking Rates to be \$150

- 3 There will be no Retail or Restaurant operations to consider in FY 2016

- 4 Custodian / Maintenance staff has been considered 7 days per week.

- 5 Weekend Day and Evening supervisor hours have been considered for customer service

- 6

- 7

- 8

- 9

BUDGET SUMMARY 2016

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
OPERATING REVENUE													
Monthly	-	-	-	-	-	-	-	600	900	-	-	-	1,500
Transient	-	-	-	-	-	-	-	32,938	31,875	-	-	-	64,813
Event	-	-	-	-	-	-	-	-	-	-	-	-	-
Valet Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-
Control Card	-	-	-	-	-	-	-	-	-	-	-	-	-
Over / Under Sales	-	-	-	-	-	-	-	-	-	-	-	-	-
Rental Income	-	-	-	-	-	-	-	-	-	-	-	-	-
Coupon Income	-	-	-	-	-	-	-	-	-	-	-	-	-
Validation Income	-	-	-	-	-	-	-	-	-	-	-	-	-
Late Payment Fee Income	-	-	-	-	-	-	-	-	-	-	-	-	-
Miscellaneous Income	-	-	-	-	-	-	-	-	-	-	-	-	-
Sales Tax	-	-	-	-	-	-	-	(1,898)	(1,855)	-	-	-	(3,754)
OPERATING REVENUE	-	-	-	-	-	-	-	31,639	30,920	-	-	-	62,559
OPERATING EXPENSES													
Advertising	-	-	-	-	-	-	-	-	-	-	-	-	-
Armored Car Service	-	-	-	-	-	-	-	-	-	-	-	-	-
Data Processing Fee	-	-	-	-	-	-	-	-	-	-	-	-	-
Control Card Refund	-	-	-	-	-	-	-	-	-	-	-	-	-
Contributions	-	-	-	-	-	-	-	-	-	-	-	-	-
Contract Labor	-	-	-	-	-	-	-	-	-	-	-	-	-
Damage & Repair	-	-	-	-	-	-	-	-	-	-	-	-	-
Depreciation	-	-	-	-	-	-	-	-	-	-	-	-	-
Capital Expenditures	-	-	-	-	-	-	-	-	-	-	-	-	-
Expense & Supplies	-	-	-	-	-	-	-	1,706	256	-	-	-	1,962
Fuel Expenses	-	-	-	-	-	-	-	-	-	-	-	-	-
Housekeeping	-	-	-	-	-	-	-	225	225	-	-	-	450
Insurance	-	-	-	-	-	-	-	1,180	1,180	-	-	-	2,360
Insurance Group	-	-	-	-	-	-	-	1,427	1,427	-	-	-	2,853
Insurance Workman Comp	-	-	-	-	-	-	-	589	589	-	-	-	1,178
POF Monitoring	-	-	-	-	-	-	-	1,800	1,800	-	-	-	3,600
Maintenance	-	-	-	-	-	-	-	1,050	800	-	-	-	1,850
Management Fee	-	-	-	-	-	-	-	1,500	1,500	-	-	-	3,000
Base Rent (Lease account)	-	-	-	-	-	-	-	-	-	-	-	-	-
Miscellaneous Expense	-	-	-	-	-	-	-	-	-	-	-	-	-
Credit Card Processing Fees	-	-	-	-	-	-	-	-	-	-	-	-	-
401K Contribution Expense	-	-	-	-	-	-	-	-	-	-	-	-	-
Administrative Expense	-	-	-	-	-	-	-	-	-	-	-	-	-
Security Expense	-	-	-	-	-	-	-	-	-	-	-	-	-
Traffic Control	-	-	-	-	-	-	-	-	-	-	-	-	-
Snow Removal	-	-	-	-	-	-	-	-	-	-	-	-	-
Taxes FICA	-	-	-	-	-	-	-	833	833	-	-	-	1,665
Taxes Fed U C	-	-	-	-	-	-	-	120	120	-	-	-	239
Taxes State U C	-	-	-	-	-	-	-	588	588	-	-	-	1,175
Hotel Expense	-	-	-	-	-	-	-	-	-	-	-	-	-
Union Welfare Expense	-	-	-	-	-	-	-	-	-	-	-	-	-
Uniforms & Laundry	-	-	-	-	-	-	-	-	-	-	-	-	-
Utilities	-	-	-	-	-	-	-	-	-	-	-	-	-
Utilities - Telephone	-	-	-	-	-	-	-	600	600	-	-	-	1,800
Vehicle Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-
Wage	-	-	-	-	-	-	-	10,884	10,884	-	-	-	21,767
OPERATING EXPENSES:	-	-	-	-	-	-	-	22,500	20,800	-	-	-	43,300
Percentage Management Fee:	-	-	-	-	-	-	-	-	-	-	-	-	-
Percentage Rent:	-	-	-	-	-	-	-	-	-	-	-	-	-
OPERATING INCOME:	-	-	-	-	-	-	-	9,139	10,120	-	-	-	19,259

EXPENSE AND SUPPLIES WORKSHEET

<u>Category</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>June</u>	<u>July</u>	<u>Aug</u>	<u>Sept</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>Total</u>
Alarm Monitoring													\$0
Armored Car													\$0
Background Checks													\$0
Bottled Water													\$0
Business Cards													\$0
Control Cards	\$0						\$0						\$0
Coupon Books													\$0
Customer Appreciation													\$0
Employment Ads						\$0	\$0	\$300		\$0			\$300
Payroll Processing	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$639
Keys/Safe & lock rekey													\$0
Letterhead/Envelops													\$0
Light Bulbs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Mileage Reimb													\$0
Group Health Admin	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$31	\$31	\$0	\$0	\$0	\$368
New Booths													\$0
A/P Pymnt Processing	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$904
Office Supplies	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$150	\$150	\$0	\$0	\$0	\$300
Pagers													\$0
IT Support	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,543
Parking Permits/Hang Tag													\$0
Receipt Tape	\$0						\$0	\$300					\$300
Event Tickets		\$0						\$0					\$0
Valet Tickets		\$0						\$0					\$0
Spitter Tickets		\$0						\$500					\$500
I&E / GL Reporting	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,348
Validations													\$0
Postage/FedEx	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50	\$50	\$0	\$0	\$0	\$100
Paris Maintenance	\$0						\$0						\$0
Geneva	\$0						\$0						\$0
HR Supplies	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Safety Supplies	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$25	\$25	\$0	\$0	\$0	\$50
Fire Safety	\$0			\$0			\$0	\$350		\$0			\$350
													\$0
													\$0
Total:	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,706	\$256	\$0	\$0	\$0	\$1,962

LOCATION: Pompano Beach Garage

DATE: 5/2/2016

REVISION 0

LOCATION # 0

[Return to Summary](#)

HOUSEKEEPING EXPENSE

Category:

660	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Brooms / Brushes/ Oil Dry	0	0	0	0	0	0	0	25	25	0	0	0	\$50
Cleaning Supplies	0	0	0	0	0	0	0	75	75	0	0	0	\$150
Sweeper Repair & Supplies													\$0
Toilet Supplies													\$0
Garage Sweeping (\$3.83/space)						0							\$0
Garage Scrubbing (\$4.44/space)	0					0							\$0
Janitorial Svc													\$0
Pest Control SVC													\$0
Power Washing													\$0
Sweeper Fuel													\$0
Trash Bags / Containers	0	0	0	0	0	0	0	125	125	0	0	0	\$250
Trash Removal	0	0	0	0	0	0	0	0	0	0	0	0	\$0
Other:													\$0
													\$0
													\$0
													\$0
													\$0
Total	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$225	\$225	\$0	\$0	\$0	\$450

MAINTENANCE EXPENSE

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Building Repair													\$0
Elevator Maintenance Contract	0	0	0	0	0	0	0	800	800	0	0	0	\$1,600
Landscaping/Flowers/Mowing													\$0
Maintenance Contract Billings													\$0
Repairs to Parking Equipment													\$0
Wages / Maintenance personnel													\$0
All expenses to repair or replace existing parking equipment													\$0
Other:													\$0
Paint - Curbs,bollards,walls,etc		0	0	0	0	0		250			0		\$250
Garage Striping (\$4.34/space)						0							\$0
													\$0
													\$0
Total	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,050	\$800	\$0	\$0	\$0	\$1,850

PAYROLL TAX WORKSHEET

Month	Monthly Total	Federal U/C	State U/C	FICA	Workman Comp.	Federal U/C Fica	0.011 0.0765				
January	\$0	\$0.00	\$0.00	\$0.00	\$0.00						
February	\$0	\$0.00	\$0.00	\$0.00	\$0.00	8	State	U/C Rate	WC Rate	WC Admin	WC Total
March	\$0	\$0.00	\$0.00	\$0.00	\$0.00		IN	0.0315	0.0157	0.0030	0.01870
April	\$0	\$0.00	\$0.00	\$0.00	\$0.00		NJ	0.0660	0.0563	0.0055	0.06180
May	\$0	\$0.00	\$0.00	\$0.00	\$0.00		VA	0.0433	0.0188	0.0045	0.02330
June	\$0	\$0.00	\$0.00	\$0.00	\$0.00		NV	0.0120	0.0295	0.0070	0.03650
July	\$0	\$0.00	\$0.00	\$0.00	\$0.00		DC	0.0290	0.0198	0.0059	0.02570
August	\$10,884	\$119.72	\$587.72	\$832.61	\$588.81		MD	0.0730	0.0504	0.0059	0.05630
September	\$10,884	\$119.72	\$587.72	\$832.61	\$588.81		LA	0.0010	0.0291	0.0030	0.03205
October	\$0	\$0.00	\$0.00	\$0.00	\$0.00		FL	0.0540	0.0482	0.0059	0.05410
November	\$0	\$0.00	\$0.00	\$0.00	\$0.00		GA	0.0451	0.0536	0.0059	0.05950
December	\$0	\$0.00	\$0.00	\$0.00	\$0.00		NY	0.0640	0.0246	0.0059	0.03050
							MA	0.0488	0.0162	0.0425	0.05870
	\$21,767	\$239.44	\$1,175.44	\$1,665.21	\$1,177.62						

Total Facility Spaces	660
Employees	
Part Time	4
Full Time	1
Total	5
Total Facility Desktops	1
Include Thin Clients - DO NOT INCL System PC's for WPS, Amano, Federal, etc.	
Group Health (No. of Employees in plan)	2
Monthly Reporting, Balancing Checking Acct, Etc.	

Payroll Proc Per Emp Per Check	Gp Health Admin Per Emp/Yr	A/P Proc Avg/Space Per Yr.	IT Supp Per PC Per Month	I&E - GL Rpt Cost Per Month	TOTAL	
					Per Month	Per Year
		\$ 1.37			\$ 75.35	\$ 904.20
\$ 4.92					\$ 53.28	\$ 639.40
			\$ 128.60		\$ 128.60	\$ 1,543.20
	\$ 184.00				\$ 30.67	\$ 368.00
				\$ 279.00	\$ 279.00	\$ 3,348.00
					\$ 566.90	\$ 6,802.80

LOCATION: Pompano Beach Garage

DATE: 5/2/2016

REVISION 0

LOCATION #: 0

Return to Summary

PAYROLL SUMMARY WORKSHEET

Month	Base Wages	Sick Pay	Vacation Pay	Event Pay	Training	Monthly Total
January	\$11,235	\$ -	\$ 34.33	\$0		\$0
February	\$9,830	\$ -	\$ 34.33	\$0		\$0
March	\$11,235	\$ -	\$ 34.33	\$0		\$0
April	\$10,533	\$ -	\$ 34.33	\$0		\$0
May	\$11,235	\$ -	\$ 34.33	\$0		\$0
June	\$10,533	\$ -	\$ 34.33	\$0		\$0
July	\$11,235	\$ -	\$ -	\$0		\$0
August	\$10,884	\$ -	\$ -	\$0		\$10,884
September	\$10,884	\$ -	\$ -	\$0		\$10,884
October	\$10,884	\$ -	\$ -	\$0		\$0
November	\$10,884	\$ -	\$ -	\$0		\$0
December	\$11,235	\$ -	\$ -	\$0		\$0
						\$130,605
		\$ -	\$ 206.00	\$0	\$0	\$21,767

Holidays			
Jan	31	1	32
Feb	28		28
Mar	31	1	32
Apr	30		30
May	31	1	32
June	30		30
July	31	1	32
Aug	31		31
Sept	30	1	31
Oct	31		31
Nov	30	1	31
Dec	31	1	32

\$ 1,186.56 \$ 412.00

These cells must match!! You

will input the sick and vacation time in the months you see fit, but the totals for Sick and Vacation time must match from one page to the next.

EXHIBIT C
(cont.)

CONFIDENTIAL CONFIDENTIAL CONFIDENTIAL CONFIDENTIAL CONFIDENTIAL

DENISON PARKING, INC.

BUDGET SUMMARY 2017

Location Name: Pompano Beach Garage

Number of Spaces 609

Location # :

Revision:

Submitted by: Lantz

Date: May 2, 2016

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Operating Assumptions
2017 Budget

- 1 Hourly rate considered for this document will be \$1.25 Per Hour.
This rate can be changed on the fly along with Flat Rate capability for events.
Events Christmas Weekend, New Year Weekend, Seafood Festival, 4th of July, etc.
- 2 Monthly Parking Rates to be \$150
No discount was considered for Area Employees, Full Time or Winter Residents
- 3 If On Street rates remain the same as the garage, demand for the garage may be negatively affected.
- 4 It is anticipated that Monthly Parking Demand will increase during Season and after Retail comes online in September 2017
- 5
- 6
- 7
- 8
- 9
- 10

BUDGET SUMMARY 2017

	2017 <u>Jan</u>	2017 <u>Feb</u>	2017 <u>Mar</u>	2017 <u>Apr</u>	2017 <u>May</u>	2017 <u>June</u>	2017 <u>July</u>	2017 <u>Aug</u>	2017 <u>Sept</u>	2016 <u>Oct</u>	2016 <u>Nov</u>	2016 <u>Dec</u>	<u>Total</u>
<u>OPERATING REVENUE</u>													
<u>Monthly</u>	10,500	10,500	10,500	10,500	3,000	3,000	3,000	3,000	3,000	3,900	8,400	8,400	77,700
<u>Transient</u>	39,525	35,700	39,525	31,875	32,938	31,875	32,938	32,938	31,875	32,938	38,250	39,525	419,900
<u>Event</u>	-	-	-	12,000	-	-	6,000	-	-	-	-	-	18,000
<u>Valet Revenue</u>	-	-	-	-	-	-	-	-	-	-	-	-	-
<u>Coupon Income</u>	-	-	-	-	-	-	-	-	-	-	-	-	-
<u>Validation Income</u>	-	-	-	-	-	-	-	-	-	-	-	-	-
<u>Late Payment Fee Income</u>	-	-	-	-	-	-	-	-	-	-	-	-	-
<u>Miscellaneous Income</u>	-	-	-	-	-	-	-	-	-	-	-	-	-
<u>Sales Tax</u>	(2,832)	(2,615)	(2,832)	(3,078)	(2,034)	(1,974)	(2,374)	(2,034)	(1,974)	(2,085)	(2,641)	(2,713)	(29,185)
OPERATING REVENUE	47,193	43,585	47,193	51,297	33,903	32,901	39,564	33,903	32,901	34,752	44,009	45,212	486,415
<u>OPERATING EXPENSES</u>													
<u>Expense & Supplies</u>	1,557	1,367	667	1,117	667	867	1,317	1,167	667	1,017	10,667	667	21,743
<u>Fuel Expenses</u>	-	-	-	-	-	-	-	-	-	-	-	-	-
<u>Housekeeping</u>	195	195	195	195	195	395	195	195	195	195	195	195	2,540
<u>Insurance</u>	1,180	1,180	1,180	1,180	1,180	1,180	1,180	1,180	1,180	1,180	1,180	1,180	14,160
<u>Insurance Group</u>	1,427	1,427	1,427	1,427	1,427	1,427	1,427	1,427	1,427	1,427	1,427	1,427	17,118
<u>Insurance Workman Comp</u>	616	539	616	578	616	578	616	597	597	597	597	616	7,162
<u>POF Monitoring</u>	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	21,600
<u>Maintenance</u>	800	1,050	800	800	800	800	800	1,050	800	800	800	800	10,100
<u>Management Fee</u>	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	1,500	18,000
<u>Miscellaneous Expense</u>	-	-	-	-	-	-	-	-	-	-	-	-	-
<u>Traffic Control</u>	-	-	-	-	-	-	-	-	-	-	-	-	-
<u>Taxes FICA</u>	871	763	871	817	871	817	871	844	844	844	844	871	10,128
<u>Taxes Fed U C</u>	125	110	125	117	125	117	125	121	121	121	121	125	1,456
<u>Taxes State U C</u>	615	538	615	577	615	577	615	596	596	596	596	615	7,149
<u>Uniforms & Laundry</u>	-	-	-	-	-	300	-	-	-	-	-	-	300
<u>Utilities</u>	-	-	-	-	-	-	-	-	-	-	-	-	-
<u>Utilities - Telephone</u>	500	500	500	500	500	500	500	500	500	500	500	500	6,000
<u>Vehicle Maintenance</u>	-	-	-	-	-	-	-	-	-	-	-	-	-
<u>Wage</u>	11,386	9,972	11,386	10,679	11,386	10,679	11,386	11,032	11,032	11,032	11,032	11,386	132,387
OPERATING EXPENSES:	22,571	20,941	21,681	21,286	21,681	21,536	22,331	22,009	21,259	21,609	31,259	21,681	269,843
<u>Percentage Management Fee:</u>	-	-	-	-	-	-	-	-	-	-	-	-	-
<u>Percentage Rent:</u>	-	-	-	-	-	-	-	-	-	-	-	-	-
OPERATING INCOME:	24,622	22,644	25,512	30,011	12,222	11,365	17,233	11,895	11,642	13,144	12,751	23,531	216,572

Section B

Utilize this section to enter your monthly transactions from STARR database

Regular Parking:

Transient	15,810	14,280	15,810	12,750	13,175	12,750	13,175	13,175	12,750	13,175	15,300	15,810	167,960
Average Rate	2.50	2.50	2.50	2.50	2.50	2.50	2.50	2.50	2.50	2.50	2.50	2.50	
Revenue	39,525	35,700	39,525	31,875	32,938	31,875	32,938	32,938	31,875	32,938	38,250	39,525	419,900
Transient		0	0	0	0	0	0	0	0	0	0	0	0
Average Rate	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Revenue	0	0	0	0	0	0	0	0	0	0	0	0	0
Transient		0	0	0	0	0	0	0	0	0	0	0	0
Average Rate	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Revenue	0	0	0	0	0	0	0	0	0	0	0	0	0
Transient		0	0	0	0	0	0	0	0	0	0	0	0
Average Rate	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Revenue	0	0	0	0	0	0	0	0	0	0	0	0	0
Transient		0	0	0	0	0	0	0	0	0	0	0	0
Average Rate	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Revenue	0	0	0	0	0	0	0	0	0	0	0	0	0
Transient		0	0	0	0	0	0	0	0	0	0	0	0
Average Rate	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Revenue	0	0	0	0	0	0	0	0	0	0	0	0	0
Transient		0	0	0	0	0	0	0	0	0	0	0	0
Average Rate	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Revenue	0	0	0	0	0	0	0	0	0	0	0	0	0
Transient		0	0	0	0	0	0	0	0	0	0	0	0
Average Rate	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Revenue	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	39,525	35,700	39,525	31,875	32,938	31,875	32,938	32,938	31,875	32,938	38,250	39,525	419,900

Sales Tax

Sales Tax	0	0	0	0	0	0	0	0	0	0	0	0	0
Enter Tax Rate Below													
0%													

LOCATION: Pompano Beach Garage
 LOCATION #: 0
 EVENT REVENUE - July & August

DATE: 5/2/2016
 REVISION 0

Event	# of events	Cars	Rate	July	August
4th of July	1	600	\$ 10.00	\$6,000	
				\$0	
				\$0	
				\$0	
				\$0	
				\$0	
				\$0	
				\$0	
				\$0	
				\$0	
				\$0	
				\$0	
				\$0	
				\$0	
				\$0	
				\$0	
				\$0	
				\$0	
				\$0	
				\$0	
				\$0	
Total Events: July	1	600			
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
					\$0
Total Events: August	0	0			
Total Event Revenue:				\$6,000	\$0

LOCATION #: 0

[Return to Summary](#)

EXPENSE AND SUPPLIES WORKSHEET

Category	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Alarm Monitoring													\$0
Armored Car													\$0
Background Checks													\$0
Bottled Water													\$0
Business Cards													\$0
Control Cards	\$0												\$0
Coupon Books													\$0
Customer Appreciation													\$0
Employment Ads						\$200				\$0			\$200
Payroll Processing	\$53	\$53	\$53	\$53	\$53	\$53	\$53	\$53	\$53	\$53	\$53	\$53	\$639
Keys/Safe & lock rekey													\$0
Letterhead/Envelops													\$0
Light Bulbs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Mileage Reimb													\$0
Group Health Admin	\$31	\$31	\$31	\$31	\$31	\$31	\$31	\$31	\$31	\$31	\$31	\$31	\$368
New Booths													\$0
A/P Pymnt Processing	\$75	\$75	\$75	\$75	\$75	\$75	\$75	\$75	\$75	\$75	\$75	\$75	\$904
Office Supplies	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$600
SSAE 16 Audit											\$10,000		\$10,000
IT Support	\$129	\$129	\$129	\$129	\$129	\$129	\$129	\$129	\$129	\$129	\$129	\$129	\$1,543
Parking Permits/Hang Tag													\$0
Receipt Tape	\$300						\$300						\$600
Event Tickets		\$200						\$0					\$200
Valet Tickets		\$0						\$0					\$0
Spitter Tickets		\$500						\$500					\$1,000
I&E / GL Reporting	\$279	\$279	\$279	\$279	\$279	\$279	\$279	\$279	\$279	\$279	\$279	\$279	\$3,348
Validations													\$0
Postage/FedEx	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$600
Paris Maintenance	\$120						\$0						\$120
Geneva	\$120						\$0						\$120
HR Supplies	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Safety Supplies	\$0	\$0	\$0	\$100	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100
Fire Safety	\$350			\$350			\$350			\$350			\$1,400
													\$0
													\$0
Total:	\$1,557	\$1,367	\$667	\$1,117	\$667	\$867	\$1,317	\$1,167	\$667	\$1,017	\$10,667	\$667	\$21,743

LOCATION: Pompano Beach Garage

DATE: 5/2/2016

REVISION 0

LOCATION #: 0

[Return to Summary](#)

HOUSEKEEPING EXPENSE

Category:

660	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Brooms / Brushes/ Oil Dry	0	0	0	0	0	200	0	0	0	0	0	0	\$200
Cleaning Supplies	75	75	75	75	75	75	75	75	75	75	75	75	\$900
Sweeper Repair & Supplies													\$0
Toilet Supplies													\$0
Garage Sweeping (\$3.83/space)						0							\$0
Garage Scrubbing (\$4.44/space)	0					0							\$0
Janitorial Svc													\$0
Pest Control SVC													\$0
Power Washing Fuel	20	20	20	20	20	20	20	20	20	20	20	20	\$240
Sweeper Fuel													\$0
Trash Bags / Containers	100	100	100	100	100	100	100	100	100	100	100	100	\$1,200
Trash Removal	0	0	0	0	0	0	0	0	0	0	0	0	\$0
Other:													\$0
													\$0
													\$0
													\$0
Total	\$195	\$195	\$195	\$195	\$195	\$395	\$195	\$195	\$195	\$195	\$195	\$195	\$2,540

MAINTENANCE EXPENSE

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Building Repair													\$0
Elevator Maintenance Contract	800	800	800	800	800	800	800	800	800	800	800	800	\$9,600
Landscaping/Flowers/Mowing													\$0
Maintenance Contract Billings													\$0
Repairs to Parking Equipment													\$0
Wages / Maintenance personnel													\$0
All expenses to repair or replace existing parking equipment													\$0
Other:													\$0
Paint - Curbs,bollards,walls,etc		250			0	0		250			0		\$500
Garage Striping (\$4.34/space)						0							\$0
													\$0
													\$0
Total	\$800	\$1,050	\$800	\$800	\$800	\$800	\$800	\$1,050	\$800	\$800	\$800	\$800	\$10,100

LOCATION: Pompano Beach Garage
 LOCATION #: 0
[Return to Summary](#)

DATE: 5/2/2016

REVISION 0

CONTRIBUTIONS

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
													\$0
													\$0
Total:	0	0	0	0	0	0	0	0	0	0	0	0	0

CONTRACT LABOR

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
	0												\$0
													\$0
Total:	0	0	0	0	0	0	0	0	0	0	0	0	0

POF Monitoring

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Parker Monitoring Fee	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	\$21,600
													\$0
Total:	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	1,800	21,600

DEPRECIATION

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
													\$0
													\$0
Total:	0	0	0	0	0	0	0	0	0	0	0	0	0

CAPITAL EXPENDITURES

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
													\$0
													\$0
Total:	0	0	0	0	0	0	0	0	0	0	0	0	0

PAYROLL TAX WORKSHEET

Month	Monthly Total	Federal U/C	State U/C	FICA	Workman Comp.	Federal U/C Fica	0.011 0.0765
January	\$11,386	\$125.24	\$614.83	\$871.01	\$615.97		
February	\$9,972	\$109.69	\$538.48	\$762.85	\$539.48	8	State
March	\$11,386	\$125.24	\$614.83	\$871.01	\$615.97	IN	U/C Rate
April	\$10,679	\$117.47	\$576.66	\$816.93	\$577.72	NJ	WC Rate
May	\$11,386	\$125.24	\$614.83	\$871.01	\$615.97	VA	WC Admin
June	\$10,679	\$117.47	\$576.66	\$816.93	\$577.72	NV	WC Total
July	\$11,386	\$125.24	\$614.83	\$871.01	\$615.97	DC	
August	\$11,032	\$121.35	\$595.74	\$843.97	\$596.85	MD	
September	\$11,032	\$121.35	\$595.74	\$843.97	\$596.85	LA	
October	\$11,032	\$121.35	\$595.74	\$843.97	\$596.85	FL	
November	\$11,032	\$121.35	\$595.74	\$843.97	\$596.85	GA	
December	\$11,386	\$125.24	\$614.83	\$871.01	\$615.97	NY	
						MA	
	\$132,387	\$1,456.26	\$7,148.91	\$10,127.62	\$7,162.14		

Total Facility Spaces

660

Employees

Part Time

4

Full Time

1

Total

5

Payroll Proc Per Emp Per Check	Gp Health Admin Per Emp/Yr	A/P Proc Avg/Space Per Yr.	IT Supp Per PC Per Month	I&E - GL Rpt Cost Per Month	TOTAL	
					Per Month	Per Year
		\$ 1.37			\$ 75.35	\$ 904.20
\$ 4.92					\$ 53.28	\$ 639.40
			\$ 128.60		\$ 128.60	\$ 1,543.20
	\$ 184.00				\$ 30.67	\$ 368.00
				\$ 279.00	\$ 279.00	\$ 3,348.00
					\$ 566.90	\$ 6,802.80

Total Facility Desktops

1

Include Thin Clients - DO NOT INCL System PC's
for WPS, Amano, Federal, etc.

Group Health (No. of Employees in plan)

2

Monthly Reporting, Balancing Checking Acct, Etc.

LOCATION: Pompano Beach Garage

DATE: 5/2/2016

REVISION 0

LOCATION #: 0

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PAYROLL SUMMARY WORKSHEET

Month	Base Wages	Sick Pay	Vacation Pay	Event Pay	Training	Monthly Total
January	\$11,310	\$ 41.20	\$ 34.33	\$0		\$11,386
February	\$9,896	\$ 41.20	\$ 34.33	\$0		\$9,972
March	\$11,310	\$ 41.20	\$ 34.33	\$0		\$11,386
April	\$10,603	\$ 41.20	\$ 34.33	\$0		\$10,679
May	\$11,310	\$ 41.20	\$ 34.33	\$0		\$11,386
June	\$10,603	\$ 41.20	\$ 34.33	\$0		\$10,679
July	\$11,310	\$ 41.20	\$ 34.33	\$0		\$11,386
August	\$10,957	\$ 41.20	\$ 34.33	\$0		\$11,032
September	\$10,957	\$ 41.20	\$ 34.33	\$0		\$11,032
October	\$10,957	\$ 41.20	\$ 34.33	\$0		\$11,032
November	\$10,957	\$ 41.20	\$ 34.33	\$0		\$11,032
December	\$11,310	\$ 41.20	\$ 34.33	\$0		\$11,386
	\$131,481	\$ 494.40	\$ 412.00	\$0	\$0	\$132,387

	Holidays		
Jan	31	1	32
Feb	28		28
Mar	31	1	32
Apr	30		30
May	31	1	32
June	30		30
July	31	1	32
Aug	31		31
Sept	30	1	31
Oct	31		31
Nov	30	1	31
Dec	31	1	32

\$ 494.40 \$ 412.00

These cells must match!! You

will input the sick and vacation time in the months you see fit, but the totals for Sick and Vacation time must match from one page to the next.

LOCATION: Pompano Beach Garage

DATE: 5/2/2016

REVISION 0

LOCATION #: 0

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HOTEL

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
													\$0
													\$0
													\$0
	0	0	0	0	0	0	0	0	0	0	0	0	0

TRAFFIC CONTROL

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Regular Traffic Control													\$0
Event Traffic Control													\$0
													\$0
	0	0	0	0	0	0	0	0	0	0	0	0	0

UTILITIES - TELEPHONE

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Internet	400	400	400	400	400	400	400	400	400	400	400	400	\$4,800
Cell	100	100	100	100	100	100	100	100	100	100	100	100	\$1,200
													\$0
	500	500	500	500	500	500	500	500	500	500	500	500	6,000

UNION WELFARE EXPENSE

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
													\$0
													\$0
													\$0
	0	0	0	0	0	0	0	0	0	0	0	0	0

Fuel Expense

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
													\$0
													\$0
													\$0
	0	0	0	0	0	0	0	0	0	0	0	0	0

EXHIBIT C
(cont.)

CONFIDENTIAL CONFIDENTIAL CONFIDENTIAL CONFIDENTIAL CONFIDENTIAL

DENISON PARKING, INC.
BUDGET SUMMARY 2018

Location Name: Pompano Beach Garage
Number of Spaces 609
Location #: _____
Revision: _____
Submitted by: Lantz
Date: May 2 2016

CONFIDENTIAL CONFIDENTIAL CONFIDENTIAL CONFIDENTIAL CONFIDENTIAL

BUDGET SUMMARY 2018

	2018 <u>Jan</u>	2018 <u>Feb</u>	2018 <u>Mar</u>	2018 <u>Apr</u>	2018 <u>May</u>	<u>June</u>	<u>July</u>	<u>Aug</u>	<u>Sept</u>	2017 <u>Oct</u>	2017 <u>Nov</u>	2017 <u>Dec</u>	<u>Total</u>
<u>OPERATING REVENUE</u>													
Monthly	18,000	-	-	-	-	-	-	-	-	13,500	18,000	18,000	67,500
Transient	39,525	-	-	-	-	-	-	-	-	33,000	38,250	39,525	150,300
Event	-	-	-	-	-	-	-	-	-	-	-	-	-
Valet Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-
Miscellaneous Income	-	-	-	-	-	-	-	-	-	-	-	-	-
Sales Tax	(3,256)	-	-	-	-	-	-	-	-	(2,632)	(3,184)	(3,256)	(12,328)
OPERATING REVENUE	54,269	-	-	-	-	-	-	-	-	43,868	53,066	54,269	205,472
<u>OPERATING EXPENSES</u>													
Expense & Supplies	2,082	-	-	-	-	-	-	-	-	1,292	10,692	692	14,758
Fuel Expenses	-	-	-	-	-	-	-	-	-	-	-	-	-
Housekeeping	3,100	-	-	-	-	-	-	-	-	170	170	170	3,610
Insurance	1,180	-	-	-	-	-	-	-	-	1,180	1,180	1,180	4,720
Insurance Group	1,427	-	-	-	-	-	-	-	-	1,427	1,427	1,427	5,706
Insurance Workman Comp	680	-	-	-	-	-	-	-	-	659	659	680	2,680
POF Monitoring	1,800	-	-	-	-	-	-	-	-	1,800	1,800	1,800	7,200
Maintenance	800	-	-	-	-	-	-	-	-	800	1,050	800	3,450
Management Fee	1,500	-	-	-	-	-	-	-	-	1,500	1,500	1,500	6,000
Taxes FICA	962	-	-	-	-	-	-	-	-	932	932	962	3,789
Taxes Fed U C	138	-	-	-	-	-	-	-	-	134	134	138	545
Taxes State U C	679	-	-	-	-	-	-	-	-	658	658	679	2,675
Uniforms & Laundry	300	-	-	-	-	-	-	-	-	-	-	-	300
Utilities	-	-	-	-	-	-	-	-	-	-	-	-	-
Utilities - Telephone	600	-	-	-	-	-	-	-	-	600	600	600	2,400
Vehicle Maintenance	-	-	-	-	-	-	-	-	-	-	-	-	-
Wage	12,578	-	-	-	-	-	-	-	-	12,189	12,189	12,578	49,534
OPERATING EXPENSES:	27,827	-	-	-	-	-	-	-	-	23,342	32,992	23,207	107,367
Percentage Management Fee:	-	-	-	-	-	-	-	-	-	-	-	-	-
Percentage Rent:	-	-	-	-	-	-	-	-	-	-	-	-	-
OPERATING INCOME:	26,442	-	-	-	-	-	-	-	-	20,526	20,074	31,062	98,105

**Operating Assumptions
2018 Budget**

- 1 Hourly rate considered for this document will be \$1.25 Per Hour.
This rate can be changed on the fly along with Flat Rate capability for events.
Events Christmas Weekend, New Year Weekend, Seafood Festival, 4th of July, etc.
No Increase in Hourly Rate was considered for this document
- 2 Monthly Parking Rates to be \$150
No Discount was considered for Area Employees, Full Time Residents or winter Residents
- 3 If On Street rates remain the same as the garage, demand for the garage may be negatively affected.
- 4
- 5
- 6
- 7
- 8
- 9
- 10

Section B

Utilize this section to enter your monthly transactions from STARR database

Regular Parking:

<i>Transient</i>	15,810	0	0	0	0	0	0	0	0	0	13,200	15,300	15,810	60,120
Average Rate	2.50	2.50	2.50	2.50	2.50	2.50	2.50	2.50	2.50	2.50	2.50	2.50	2.50	
Revenue	39,525	0	0	0	0	0	0	0	0	0	33,000	38,250	39,525	150,300
<i>Transient</i>		0	0	0	0	0	0	0	0	0	0	0	0	0
Average Rate	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Revenue	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<i>Transient</i>		0	0	0	0	0	0	0	0	0	0	0	0	0
Average Rate	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Revenue	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<i>Transient</i>		0	0	0	0	0	0	0	0	0	0	0	0	0
Average Rate	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Revenue	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<i>Transient</i>		0	0	0	0	0	0	0	0	0	0	0	0	0
Average Rate	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Revenue	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<i>Transient</i>		0	0	0	0	0	0	0	0	0	0	0	0	0
Average Rate	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Revenue	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<i>Transient</i>		0	0	0	0	0	0	0	0	0	0	0	0	0
Average Rate	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Revenue	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<i>Transient</i>		0	0	0	0	0	0	0	0	0	0	0	0	0
Average Rate	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Revenue	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	39,525	0	0	0	0	0	0	0	0	0	33,000	38,250	39,525	150,300

Sales Tax

<i>Sales Tax</i>	-3,256	0	0	0	0	0	0	0	0	0	-2,632	-3,184	-3,256	(12,328)
Enter Tax Rate Below														
6%														

LOCATION #: 0

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EXPENSE AND SUPPLIES WORKSHEET

<u>Category</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>June</u>	<u>July</u>	<u>Aug</u>	<u>Sept</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>Total</u>
Alarm Monitoring													\$0
Armored Car													\$0
Background Checks													\$0
Bottled Water													\$0
Business Cards													\$0
Control Cards	\$500												\$500
Coupon Books													\$0
Customer Appreciation													\$0
Employment Ads						\$0				\$250			\$250
Payroll Processing	\$53	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$53	\$53	\$53	\$639
Keys/Safe & lock rekey													\$0
Letterhead/Envelops													\$0
Light Bulbs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Mileage Reimb													\$0
Group Health Admin	\$31	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$31	\$31	\$31	\$368
New Booths													\$0
A/P Pymnt Processing	\$75	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$75	\$75	\$75	\$904
Office Supplies	\$50	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50	\$50	\$50	\$200
SSAE 16 Audit											\$10,000		\$10,000
IT Support	\$129	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$129	\$129	\$129	\$1,543
Parking Permits/Hang Tag													\$0
Receipt Tape	\$300						\$0						\$300
Event Tickets		\$0						\$0					\$0
Valet Tickets		\$0						\$0					\$0
Spitter Tickets		\$0						\$0					\$0
I&E / GL Reporting	\$279	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$279	\$279	\$279	\$3,348
Validations													\$0
Postage/FedEx	\$50	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50	\$50	\$50	\$200
Paris Maintenance	\$120						\$0						\$120
Geneva	\$120						\$0						\$120
HR Supplies	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Safety Supplies	\$25	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$25	\$25	\$25	\$100
Fire Safety	\$350			\$0			\$0			\$350			\$700
													\$0
													\$0
Total:	\$2,082	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,292	\$10,692	\$692	\$14,758

LOCATION: Pompano Beach Garage

DATE: May 2 2016

REVISION 0

LOCATION # 0

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HOUSEKEEPING EXPENSE

Category:

660	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Brooms / Brushes/ Oil Dry	25	0	0	0	0	0	0	0	0	25	25	25	\$100
Cleaning Supplies	75	0	0	0	0	0	0	0	0	75	75	75	\$300
Sweeper Repair & Supplies													\$0
Toilet Supplies													\$0
Garage Sweeping (\$3.83/space)						0							\$0
Garage Scrubbing (\$4.44/space)	2,930					0							\$2,930
Janitorial Svc													\$0
Pest Control SVC													\$0
Power Washing Fuel	20	0	0	0	0					20	20	20	\$80
Sweeper Fuel													\$0
Trash Bags / Containers	50	0	0	0	0	0	0	0	0	50	50	50	\$200
Trash Removal	0	0	0	0	0	0	0	0	0	0	0	0	\$0
Other:													\$0
													\$0
													\$0
													\$0
Total	\$3,100	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$170	\$170	\$170	\$3,610

MAINTENANCE EXPENSE

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Building Repair													\$0
Elevator Maintenance Contract	800	0	0	0	0	0	0	0	0	800	800	800	\$3,200
Landscaping/Flowers/Mowing													\$0
Maintenance Contract Billings													\$0
Repairs to Parking Equipment													\$0
Wages / Maintenance personnel													\$0
All expenses to repair or replace existing parking equipment													\$0
Other:													\$0
Paint - Curbs,bo,lards,walls,etc		0			0	0		0			250		\$250
Garage Striping (\$4.34/space)						0							\$0
													\$0
													\$0
Total	\$800	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$800	\$1,050	\$800	\$3,450

LOCATION: Pompano Beach Garage

DATE: May 2 2016

REVISION: 0

LOCATION #: 0
 Return to Summary
LIABILITY INSURANCE

Monthly liability insurance number from financial statement 626

# of spaces:	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Fixed	1,060	-	-	-	-	-	-	-	-	1,060	1,060	1,060	4,240
Variable	120	-	-	-	-	-	-	-	-	120	120	120	480
Total	1,180	-	-	-	-	-	-	-	-	1,180	1,180	1,180	4,720

GROUP INSURANCE

Enter the number of employees by type of coverage

	1	504	-	-	-	-	-	-	-	504	504	504	2,017
Single	1	504	-	-	-	-	-	-	-	504	504	504	2,017
Single + Dep.	-	-	-	-	-	-	-	-	-	-	-	-	-
Single + Spouse	1	922	-	-	-	-	-	-	-	922	922	922	3,689
Family	-	-	-	-	-	-	-	-	-	-	-	-	-
Total:	2	1,427	-	-	-	-	-	-	-	1,427	1,427	1,427	5,706

DAMAGE & REPAIR

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Stolen articles													\$0
Deductible													\$0
Lime / Water spots													\$0
Damage to customers													\$0
vehicle (gate arm)													\$0
Total:	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

ADMINISTRATIVE EXPENSE

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
I/T Support (\$35/PC/month)													0
Monthly P/L Generation													0
Payroll Administration													0
Other (Define)													0
Total:	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

UTILITIES

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Electric	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Water / Sewer													\$0
Natural Gas													\$0
Total	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Total

LOCATION: Pompano Beach Garage
FL

DATE: May 2 2016

REVISION: 0

PAYROLL TAX WORKSHEET

Month	Monthly Total	Federal U/C	State U/C	FICA	Workman Comp.	Federal U/C Fica	0.011 0.0765
January	\$12,578	\$138.36	\$679.21	\$962.22	\$680.47		
February	\$0	\$0.00	\$0.00	\$0.00	\$0.00	8	State
March	\$0	\$0.00	\$0.00	\$0.00	\$0.00		IN
April	\$0	\$0.00	\$0.00	\$0.00	\$0.00		NJ
May	\$0	\$0.00	\$0.00	\$0.00	\$0.00		VA
June	\$0	\$0.00	\$0.00	\$0.00	\$0.00		NV
July	\$0	\$0.00	\$0.00	\$0.00	\$0.00		DC
August	\$0	\$0.00	\$0.00	\$0.00	\$0.00		MD
September	\$0	\$0.00	\$0.00	\$0.00	\$0.00		LA
October	\$12,189	\$134.08	\$658.21	\$932.47	\$659.43		FL
November	\$12,189	\$134.08	\$658.21	\$932.47	\$659.43		GA
December	\$12,578	\$138.36	\$679.21	\$962.22	\$680.47		NY
							MA
	\$49,534	\$544.88	\$2,674.85	\$3,789.37	\$2,679.80		

Total Facility Spaces

660

Employees Part Time
 Full Time
 Total

4
 1
 5

Total Facility Desktops
 Include Thin Clients - DO NOT INCL System PC's
 for WPS, Amano, Federal, etc.

1

Group Health (No. of Employees in plan)

2

Monthly Reporting, Balancing Checking Acct, Etc.

Payroll Proc Per Emp Per Check	Gp Health Admin Per Emp/Yr	A/P Proc Avg/Space Per Yr.	IT Supp Per PC Per Month	I&E - GL Rpt Cost Per Month	TOTAL	
					Per Month	Per Year
		\$ 1.37			\$ 75.35	\$ 904.20
\$ 4.92					\$ 53.28	\$ 639.40
			\$ 128.60		\$ 128.60	\$ 1,543.20
	\$ 184.00				\$ 30.67	\$ 368.00
				\$ 279.00	\$ 279.00	\$ 3,348.00
					\$ 566.90	\$ 6,802.80

LOCATION: Pompano Beach Garage

DATE: May 2 2016

REVISION 0

LOCATION #: 0

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PAYROLL SUMMARY WORKSHEET

Month	Base Wages	Sick Pay	Vacation Pay	Event Pay	Training	Monthly Total
January	\$12,445	\$ 98.88	\$ 34.33	\$0		\$12,578
February	\$0	\$ -	\$ -	\$0		\$0
March	\$0	\$ -	\$ -	\$0		\$0
April	\$0	\$ -	\$ -	\$0		\$0
May	\$0	\$ -	\$ -	\$0		\$0
June	\$0	\$ -	\$ -	\$0		\$0
July	\$0	\$ -	\$ -	\$0		\$0
August	\$0	\$ -	\$ -	\$0		\$0
September	\$0	\$ -	\$ -	\$0		\$0
October	\$12,056	\$ 98.88	\$ 34.33	\$0		\$12,189
November	\$12,056	\$ 98.88	\$ 34.33	\$0		\$12,189
December	\$12,445	\$ 98.88	\$ 34.33	\$0		\$12,578
	\$49,001	\$ 395.52	\$ 137.32	\$0	\$0	\$49,534

\$ 1,186.56 \$ 412.00

These cells must match!! You

will input the sick and vacation time in the months you see fit, but the totals for Sick and Vacation time must match from one page to the next.

	Holidays		
Jan	31	1	32
Feb	28		28
Mar	31	1	32
Apr	30		30
May	31	1	32
June	30		30
July	31	1	32
Aug	31		31
Sept	30	1	31
Oct	31		31
Nov	30	1	31
Dec	31	1	32

