

VALET PARKING SERVICES AGREEMENT

THIS VALET PARKING SERVICES AGREEMENT ("Agreement") is entered into this 1st day of March 2016 between the Village of Oak Park, an Illinois home rule municipal corporation (hereinafter referred to as the "Village"), and SP Plus Corporation, a Delaware corporation authorized to conduct business in the State of Illinois (hereinafter referred to as the "Operator").

RECITAL

WHEREAS, the Village intends to have valet parking services performed by the Operator pursuant to the Operator's Proposal dated October 9, 2015 (the "Operator's Proposal"), the Oak Park Valet Pro Forma dated December 23, 2015 attached hereto and incorporated herein by reference (hereinafter referred to as the "Pro Forma"), the Village's Request for Proposals, attached hereto and incorporated herein by reference (hereinafter referred to as the "RFP"), and this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. RECITAL INCORPORATED.

1.1. The above recital is incorporated herein as though fully set forth.

2. SERVICES OF THE OPERATOR AND TERM OF AGREEMENT.

2.1. The Operator shall provide the services set forth in the Operator's Proposal (hereinafter referred to as the "Services") for one (1) year commencing on March 1, 2016 ("Commencement Date") and expiring February 28, 2017 unless sooner terminated under any applicable terms of this Agreement.

2.2. Notwithstanding any contrary provision herein, the termination rights of the parties as set forth elsewhere in this Agreement (including, without limitation, Section 4 below) may be exercised at any time during this Agreement.

2.3. The Operator shall submit to the Village all reports, documents, data, and information set forth in the Operator's Proposal in a format customarily used in the industry. The Village shall have the right to require such corrections as may be reasonably necessary to make any required submittal conform to this Agreement. The Operator shall be responsible for any delay in the Services to be provided pursuant to this Agreement due to the Operator's failure to provide any required submittal in conformance with this Agreement.

2.4. In case of a conflict between provisions of the Operator's Proposal and/or the Operator's Pro Forma and the Village's RFP and/or this Agreement, this Agreement and then the Village's RFP shall control to the extent of such conflict.

2.5. Village Authorized Representative. The Village's Director of Parking and Mobility Services or the Director's designee shall be deemed the Village's authorized representative, unless applicable law requires action by the Corporate Authorities, and shall have the power and authority to make or grant or do those things, certificates, requests, demands, approvals, consents, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of the Village and with the effect of binding the Village as limited by this Agreement. The Operator is entitled to rely on the full power and authority of the person executing this Agreement on behalf of the Village as having been properly and legally given by the Village. The Village shall have the right to change its authorized representative by providing the Operator with written notice of such change which notice shall be sent in accordance with Section 18 of this Agreement.

2.6. Operator's Authorized Representative. In connection with the foregoing and other actions to be taken under this Agreement, the Operator hereby designates Patrick McCue as its authorized representative who shall have the power and authority to make or grant or do all things, certificates, requests, demands, approvals, consents, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of the Operator and with the effect of binding the Operator. The Village is entitled to rely on the full power and authority of the person executing this Agreement on behalf of the Operator as having been properly and legally given by the Operator. The Operator shall have the right to change its Authorized Representative by providing the Village with written notice of such change which notice shall be sent in accordance with Section 18 of this Agreement.

2.7. Independent Contractor. The Village and the Operator are not to be considered joint venturers or partners, or one as the agent of the other. The relationship of the Operator and the Village is and at all times hereafter shall remain solely that of an independent contractor, and nothing herein shall be deemed to create any other relationship between them. No party to this Agreement shall have the power to legally bind or obligate any other party to this Agreement, nor shall any party be liable for debts incurred by any other, except as may be specifically otherwise provided herein.

2.8. Employment and Personnel. The Operator shall employ, hire, supervise, direct and discharge all management supervisors and qualified personnel, including managers, attendants, customer service representatives, cashiers and maintenance personnel, necessary to provide the valet parking services in accordance with the terms of this Agreement. All persons so employed shall be deemed to be employees of the Operator and not of the Village, and they shall have no authority to act as the agent of or to bind the Village. All employees shall be uniformed and neatly groomed and shall conduct themselves in a courteous and professional manner. All employees shall, in every instance, be employees of the Operator, and

the Operator shall have total responsibility for and shall fully comply with all Laws respecting such employment, including without limitation, hours of labor, wages and working conditions.

2.9. The Operator will be and will continue to be throughout the term of this Agreement an equal opportunity employer, and the Operator agrees not to discriminate against any applicant or employee because of age, race, religion, color, handicap, height, sex, physical condition, developmental disability, sexual orientation or national origin in any of the following or in any other regard: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, and the Operator hereby agrees to indemnify and hold the Village and its officials, officers, employees, agents, and volunteers harmless from and against any and all claims, actions, penalties, damages and liabilities, to the extent the same are caused by the Operator, which may be asserted by any governmental body having authority or by any person claiming to be aggrieved by reason of any acts or failure to act by the Operator in accordance with or in violation of any such anti-discrimination Laws. In hiring employees, the Operator shall include in its recruiting materials and post in a conspicuous place, available for employees and applicants for employment, a notice setting forth the provisions of this nondiscrimination clause.

3. COMPENSATION FOR SERVICES.

3.1. The Village shall compensate the Operator for the Services pursuant to the Operator's Proposal as amended by the Pro Forma. The Operator shall only receive a Base Management Fee and not an Incentive Management Fee. The Operator irrevocably waives payment for an Incentive Management Fee. Payments shall be due and owing by the Village in accordance with the terms and provisions of the Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.*, except as set forth herein.

In addition to the Base Management Fee, the Village shall reimburse the Operator for all expenses and costs incurred by the Operator in the performance of its duties, obligations and services pursuant to this Agreement as established in the Pro Forma (collectively, "Operating Expenses"). Operating Expenses shall be reimbursed in accordance with Section 3.6 below.

3.2. The Operator's valet services shall be provided at two (2) locations, which shall be designated by the Village, in the general vicinity of an area within the Village bounded by Harlem Avenue on the west, Pleasant Street on the south, Ontario Street on the north, and Euclid Avenue on the east. Vehicles that are valet-parked by the Operator shall be parked in Village-owned or Village-controlled parking lots that shall be designed by the Village for such purpose. The Village may, at any time, by written order, make changes regarding the general scope of this Agreement in the Services to be performed by the Operator. If such changes cause an increase or decrease in the amount to be paid to the Operator or time required for performance of any Services under this Agreement, whether or not changed by any order, an equitable adjustment shall be made and this Agreement shall be modified in writing

accordingly. No service for which additional compensation will be charged by the Operator shall be furnished without the written authorization of the Village.

3.3. The Operator shall, as a condition precedent to its right to receive a monthly payment, submit to the Village an invoice accompanied by such receipts, vouchers, and other documents as may be necessary to establish costs incurred for all labor, material, and other things covered by the invoice and the absence of any interest, whether in the nature of a lien or otherwise, of any party in any property, work, or fund with respect to the Services performed under this Agreement. In addition to the foregoing, such invoice shall include (a) employee classifications, rates per hour, and hours worked by each classification; and (b) total amount billed in the current period and total amount billed to date.

3.4. Notwithstanding any other provision of this Agreement and without prejudice to any of the Village's rights or remedies, the Village shall have the right at any time or times to withhold from any payment such amount as may reasonably appear necessary to compensate the Village for any actual or prospective loss due to: (1) services that are defective, damaged, flawed, unsuitable, nonconforming, or incomplete; (2) damage for which the Operator is liable under this Agreement; (3) claims of suppliers, or other persons performing any Services pursuant to this Agreement; (4) delay in the progress or completion of the Services; (5) inability of the Operator to complete the Services; (6) failure of the Operator to properly complete or document any pay request; (7) any other failure of the Operator to perform any of its obligations under this Agreement; or (8) the cost to the Village, including reasonable attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of the Village's remedies set forth in this Agreement. The Village must notify the Operator of cause for withholding within fourteen (14) days of the Village's receipt of an invoice.

3.5. The Village shall be entitled to retain any and all amounts under this Agreement until the Operator shall have either performed the obligations in question or furnished security for such performance satisfactory to the Village. The Village shall be entitled to apply any money withheld or any other money due the Operator under this Agreement to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys' fees, and administrative expenses incurred, suffered, or sustained by the Village and chargeable to the Operator under this Agreement.

3.6. "Gross Receipts" are defined as all cash earned and collected by the Operator for the parking and storage of motor vehicles in the provision of the valet parking services. The Operator covenants that it will use methods generally accepted in the parking industry to collect or cause to be collected all of the Gross Receipts from the valet parking services, but Operator is not a guarantor of revenues. The Operator shall deposit all Gross Receipts in the Operator's federally insured bank account. The Operator may deduct from each month's Gross Receipts all applicable credit card and payment processing fees and any sales, service, parking and other similar taxes imposed on the Operator by any governmental authority for services rendered by the Operator or imposed or assessed for the use and operation the valet parking

services, but specifically excluding taxes on the income of the Operator and business taxes, other than franchise taxes on income or profit. In addition, the Operator may deduct Operating Expenses and the Base Management Fee from Gross Receipts each month to the extent such Gross Receipts are sufficient.

(a) With respect to any month in which Gross Receipts exceed Operating Expenses (creating "NOI"), Operator shall remit to the Village the NOI for such month, less Operator's Base Management Fee, on or before the twenty-fifth (25th) day of the succeeding month. Such remittance shall be accompanied by the documentation required pursuant to Section 3.3 above, to the extent such documentation is applicable.

(b) Notwithstanding Section 3.6(a) above, the parties anticipate that monthly Gross Receipts shall be exceeded by monthly Operating Expenses. Therefore, the Village and the Operator agree to the following payment terms:

- (i) Upon execution of this Agreement, the Operator shall invoice the Village for the estimated "Operating Deficit" (defined as the excess of Operating Expenses over Gross Receipts) for the first month of this Agreement, which estimate shall be based on the Pro Forma (the "Budgeted Operating Deficit"). The Village shall pay such invoice within thirty (30) days of the date of the invoice.
- (ii) With respect to all subsequent months, the Operator shall invoice the Village for the Budgeted Operating Deficit of the forthcoming month, adjusted by the actual NOI or actual Operating Loss of the preceding month. Each such invoice shall be accompanied by a statement of the preceding month's actual Gross Receipts, Operating Expenses and (as applicable) NOI or Operating Deficit. The Village shall pay each invoice within thirty (30) days of the date of the invoice.

4. TERMINATION.

4.1. This Agreement may be terminated, in whole or in part, by either party if the other party substantially fails to fulfill its obligations under this Agreement through no fault of the terminating party, provided the party which has allegedly failed to fulfill its obligations is given written notice of such alleged failure and permitted fifteen (15) days after receipt of such notice which to cure the alleged default and thereby avoid termination. Either party may terminate this Agreement, in whole or in part, for its convenience. No such termination for convenience may be effected unless the terminating party gives the other party not less than thirty (30) calendar days written notice from the Village to the Operator and ninety (90) calendar days written notice from the Operator to the Village pursuant to Section 18 below of its intent to terminate.

4.2. If this Agreement is terminated by either party, the Operator shall be paid for Services performed to the effective date of termination, including reimbursable Operating Expenses. In the event of termination, the Village shall receive (as applicable) reproducible copies of drawings, specifications and other documents completed by the Operator pursuant to this Agreement.

4.3. Promptly after the expiration or prior termination of the term, the Operator shall: (i) cease all activity of the Operator provided herein or otherwise related to operation or management of any valet parking locations pursuant to this Agreement; (ii) vacate the locations and surrender and deliver to the Village all equipment, signs, tools, supplies and other fixtures, materials, records and other personal property except for the Operator's trademark or logos and any Operator-owned personal property.

5. INDEMNIFICATION.

5.1. The Operator shall, without regard to the availability or unavailability of any insurance, either of the Village or the Operator, indemnify, save harmless, and defend the Village, its officers, employees, agents, and volunteers against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including reasonable attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with the Operator's performance of, or failure to perform, the Services or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of the Operator, but only to the extent caused by the negligence of the Operator or its respective employees.

6. INSURANCE.

6.1. The Operator must purchase and maintain for the term of this Agreement, the lines of insurance described in this section. All insurance coverage shall be on an occurrence basis. The Operator shall provide evidence of such insurance to the Village together with its proposal, and will provide evidence that the Village has been added as an additional insured, where applicable, before commencement of the services and on an annual basis thereafter. Certificates of Insurance shall contain a clause stating that the coverage afforded by the policies listed will not be canceled or materially altered, except after thirty (30) days advance written notice to the Village. The limits of liability for the insurance required shall provide coverage for not less than the following amounts, or greater where required by law:

(a) Crime and Fraud Coverage

1. Crime coverage such as that provided by Standard Financial Institution Bond Form 24 or standard Employee Dishonesty Liability insurance with a limit of \$1,000,000 including coverage for fraud, client coverage, third party coverage and theft on and off premises.

(b) **Commercial General Liability:**

- i. Coverage to include, Broad Form Property Damage, Contractual and Personal Injury.
- ii. Limits:

General Aggregate	\$ 2,000,000.00
Each Occurrence	\$ 1,000,000.00
Personal Injury	\$ 1,000,000.00
- iii. Coverage for all claims arising out of the Operator's operations or premises, anyone directly or indirectly employed by the Operator.

(c) **Workers' Compensation:**

- i. Workers' compensation insurance shall be in accordance with the provisions of the laws of the State of Illinois, including Employer's Liability covering occupational disease provisions, for all employees who perform work pursuant to this Agreement. In case employees engaged in hazardous work under this Agreement are not protected under said workers' compensation insurance, the Operator shall provide adequate and suitable insurance for the protection of employees not otherwise provided.

(d) **Comprehensive Automobile Liability:**

- i. Coverage to include all owned, hired, non-owned vehicles, and/or trailers and other equipment required to be licensed, covering personal injury, bodily injury and property damage.

- ii. Limits:

Combined Single Limit	\$1,000,000.00
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(e) **Garage Keeper's:**

- i. Garage keeper's legal liability insurance insuring any and all automobiles that are parked by the Operator's attendants or for which a bailment otherwise is created, with limits of liability not less than \$1,000,000 per occurrence.

(f) **Umbrella:**

- i. Minimum Limits:

Each Occurrence/Aggregate	\$5,000,000.00
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- (g) The Village, its officers, officials, employees, agents and volunteers shall be named as additional insureds on Commercial General Liability, Automobile Liability and Garage Keeper's Legal Liability insurance policies. Umbrella Liability insurance policy follows form. The Operator shall be responsible for the payment of any deductibles for said insurance policies.

6.2. The Village and the Operator agree to waive against each other all claims for special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

6.3. The Operator understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Operator, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Village as herein provided. The Operator waives and agrees to require its insurers to waive its rights of subrogation against the Village, its officers, officials, employees, agents and volunteers.

7. SUCCESSORS AND ASSIGNS/NO SUBCONTRACTING.

7.1. The Village and the Operator each bind themselves and their partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement. Except as above, neither the Village nor the Operator shall assign, sublet, or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body that may not be a party hereto, nor shall it be construed as giving any right or benefits hereunder to anyone other than the Village and the Operator.

7.2. The Operator shall not subcontract any of the Services to be performed pursuant to this Agreement without the prior written approval of the Village.

8. FORCE MAJEURE.

8.1. Neither the Operator nor the Village shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to: acts of nature, war or insurrection, strikes or lockouts, walkouts, fires, natural calamities, riots or demands or requirements of governmental agencies.

9. AMENDMENTS AND MODIFICATIONS.

9.1. This Agreement may be modified or amended from time to time provided, however, that no such amendment or modification shall be effective unless reduced to writing and duly authorized and signed by the authorized representative of the Village and the authorized representative of the Operator.

10. STANDARD OF CARE.

10.1. The Operator is responsible for the quality, timely completion, and coordination of all Services furnished or required under this Agreement, and shall endeavor to perform such Services with the same skill and judgment which can be reasonably expected from similarly situated entities in the valet parking industry.

10.2. The Operator shall promptly make revisions or corrections regarding its Services resulting from its errors, omissions, or negligent acts without additional compensation. The Village's acceptance of any of the Operator's Services shall not relieve the Operator of its responsibility to subsequently correct any such errors or omissions, provided the Village notifies Operator thereof within one year of completion of the Operator's Services.

10.3. The Operator shall respond to the Village's notice of any errors and/or omissions within seven (7) days of written confirmation by the Operator of the Village's notice. Such confirmation may be in the form of a facsimile confirmation receipt by the Village, or by actual hand delivery of written notice by the Village to the Operator.

10.4. The Operator shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement.

10.5. The Operator shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, and other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including, but not limited to, the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, or unfavorable discharge from military service or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.* ("ADA"), and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* The Operator shall also comply with all conditions of any federal, state, or local grant received by the Village or the Operator with respect to this Agreement. Notwithstanding the foregoing, to the extent that the ADA or similar laws require physical modifications to the Village-owned or controlled lots designated by the Village for the parking of the valet-parked vehicles, the Village, rather than the Operator, shall be responsible for such compliance.

10.6. The Operator shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with the Operator's performance of, or failure to perform, the Services required pursuant to this Agreement or any part thereof.

11. DOCUMENTS AND BOOKS AND RECORDS.

11.1. Reports, examinations, information, observations, calculations, notes and any other reports, documents, data or information, in any form, prepared, collected, or received by the Operator in connection with any or all of the Services to be provided pursuant to this

Agreement ("Documents") shall be and remain the property of the Village upon completion of the project and payment to the Operator all amounts then due under this Agreement. At the Village's request, or upon termination of this Agreement, the Documents shall be delivered promptly to the Village. The Operator shall have the right to retain copies of the Documents for its files. The Operator shall maintain files of all Documents unless the Village shall consent in writing to the destruction of the Documents, as required herein.

11.2. The Operator's Documents and records pursuant to this Agreement shall be maintained and made available during performance of the Services under this Agreement and for three (3) years after completion of any Services. The Operator shall give notice to the Village of any Documents to be disposed of or destroyed and the intended date after said period, which shall be at least ninety (90) days after the effective date of such notice of disposal or destruction. The Village shall have ninety (90) days after receipt of any such notice to given notice to the Operator not to dispose of or destroy said Documents and to require the Operator to deliver same to the Village, at the Village's expense. The Operator shall maintain for a minimum of three (3) years after the completion of this Agreement, or for three (3) years after the termination of this Agreement, whichever comes later, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the Agreement. The Agreement and all books, records and supporting documents related to the Agreement shall be available for review and audit by the Village and the federal funding entity, if applicable, and the Operator agrees to cooperate fully with any audit conducted by the Village and to provide full access to all materials. Failure to maintain the books, records and supporting documents required by this subsection shall establish a presumption in favor of the Village for recovery of any funds paid by the Village under the Agreement for which adequate books, records and supporting documentation are not available to support their purported disbursement. The Operator shall make the Documents available for the Village's review, inspection and audit during the entire term of this Agreement and three (3) years after completion of the Project as set forth herein and shall fully cooperate in responding to any information request pursuant to the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.* by providing any and all responsive documents to the Village.

11.3. Notwithstanding any contrary provision herein, the record retention period for tickets shall be one (1) year. For so long as the Operator also operates the garage at Lake and Forest (in which the City has an ownership interest), the Operator may store Documents at such garage, free of charge.

11.4. The Operator shall furnish all records related to this Agreement and any documentation related to the Village required under an Illinois Freedom of Information Act (ILCS 140/1 *et seq.*) ("FOIA") request within five (5) business days after the Village issues notice of such request to the Operator. The Operator shall not apply any costs or charge any fees to the Village regarding the procurement of records required pursuant to a FOIA request. The Operator agrees to defend, indemnify, and hold harmless the Village, and agrees to pay all reasonable costs connected therewith (including, but not limited to reasonable attorney's and witness fees, filing fees, and any other expenses) for the Village to defend any and all causes,

actions, causes of action, disputes, prosecutions, or conflicts arising from the Operator's actual or alleged violation of the FOIA, or the Operator's failure to furnish all documentation related to a request within five (5) days after the Village issues notice of a request. Furthermore, should the Operator request that the Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, the Operator agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees, and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. The Operator shall defend, indemnify, and hold harmless the Village, and agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees and any other expenses) to defend any denial of a FOIA request by the Operator's request to utilize a lawful exemption to the Village.

12. SAVINGS CLAUSE.

12.1. If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, or by reason of its requiring any steps, actions or results, the remaining parts or portions of this Agreement shall remain in full force and effect.

13. NON-WAIVER OF RIGHTS.

13.1. No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under this agreement shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

13.2. This Agreement shall not prohibit the Operator from providing services to any other public or private entity or person. In the event that the Operator provides Services to a public or private entity or person, the Village, at its sole discretion, may determine that such Services conflict with a service to be provided to the Village by the Operator, and the Village may select another Operator to provide such Services as the Village deems appropriate.

14. REMEDIES.

14.1. If it should appear at any time prior to payment for Services provided pursuant to this Agreement that the Operator has failed or refused to prosecute, or has delayed in the prosecution of, the Services to be provided pursuant to this Agreement with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has attempted to assign this Agreement or the Operator's rights under this Agreement, either in whole or in part, or either party has falsely made any representation or warranty, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Agreement or has failed to pay its debts as they come due ("Event of

Default"), and has failed to cure, or has reasonably commenced to cure any such Event of Default within fifteen (15) business days after receipt of written notice of such Event of Default, then the non-defaulting party shall have the right, at its election and without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

14.1.1. The Village may require the Operator, within such reasonable time as may be fixed by the Village, to complete or correct all or any part of the Services that are defective, damaged, flawed, unsuitable, nonconforming, or incomplete and to take any or all other action necessary to bring the Operator and the Services into compliance with this Agreement;

14.1.2. The Village may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Services or part thereof and make an equitable reduction;

14.1.3. The non-defaulting party may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement except for amounts due for Services properly performed prior to termination;

14.1.4. The Village may withhold any payment from the Operator, whether or not previously approved, or the non-defaulting party may recover from the defaulting party any and all costs, including attorneys' fees and administrative expenses, incurred by the non-defaulting party as the result of any Event of Default or as a result of actions taken by the non-defaulting party in response to any Event of Default; or

14.1.5. The non-defaulting party may recover any damages suffered it as a result of the Event of Default.

15. NO COLLUSION.

15.1. The Operator hereby represents and certifies that the Operator is not barred from contracting with a unit of state or local government as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Operator is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of the tax, as set forth in 65 ILCS 5/11-42.1-1; or (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq. The Operator hereby represents that the only persons, firms, or corporations interested in this Agreement are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Operator has in procuring this Agreement, colluded with any other person, firm, or corporation, then the Operator shall be liable to the Village for all loss or damage that the Village may suffer thereby, and this Agreement shall, at the Village's option, be null and void and subject to termination by the Village.

16. ENTIRE AGREEMENT.

16.1. This Agreement sets forth all the covenants, conditions and promises between the parties, and it supersedes all prior negotiations, statements or agreements, either written or oral, with regard to its subject matter. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in this Agreement.

17. GOVERNING LAW AND VENUE.

17.1. This Agreement shall be governed by the laws of the State of Illinois both as to interpretation and performance. Venue for any action arising out of or relating to this Agreement shall be in the Circuit Court of Cook County, Illinois.

18. NOTICE.

18.1. Any notice required to be given by this Agreement shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, by personal service, by facsimile or by email to the persons and addresses below or to such other addresses as either party shall notify the other party of in writing pursuant to the provisions of this subsection:

If to the Village:

Village Manager
Village of Oak Park
123 Madison Street
Oak Park, Illinois 60302
Fax: (708) 358-5101
Email: villagemanager@oak-park.us

If to the Operator:

SP Plus Corporation
Attn: James F. Buczek Senior V.P.
200 East Randolph, Suite 5475
Chicago, Illinois 60601
Fax: (312) 640-6164
Email: jbuczek@spplus.com
And:

SP Plus Corporation
Attn: Legal Department
200 East Randolph, Suite 7700
Chicago, Illinois 60601
Fax: (312) 640-6162
Email: jburdett@spplus.com

18.2. Mailing of such notice as and when above provided shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing.

18.3. Notice by facsimile or email transmission shall be effective as of date and time of facsimile transmission, provided that the notice transmitted shall be sent on business days during business hours (9:00 a.m. to 5:00 p.m. Chicago time). In the event facsimile or email

notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission.

19. HEADINGS AND TITLES.

19.1. The headings or titles of any provisions of this Agreement are for convenience or reference only and are not to be considered in construing this Agreement.

20. BINDING AUTHORITY.

20.1. The individuals executing this Agreement on behalf of the Consultant and the Village represent that they have the legal power, right, and actual authority to bind their respective parties to the terms and conditions of this Agreement.

21. COUNTERPARTS; FACSIMILE OR PDF SIGNATURES.

21.1. This Agreement shall be executed in counterparts, each of which shall be considered an original and together shall be one and the same Agreement.

21.2. A facsimile or pdf/email copy of this Agreement and any signatures thereon will be considered for all purposes as an original.

22. EFFECTIVE DATE.

22.1. As used in this Agreement, the "Effective Date" of this Agreement shall be the date this Agreement is fully executed by the parties.

23. AUTHORIZATIONS.


23.1 The Operator's authorized representatives who have executed this Agreement warrant that they have been lawfully authorized by the Operator's board of directors or its by-laws to execute this Agreement on its behalf. The Village Manager and Village Clerk warrant that they have been lawfully authorized to execute this Agreement. The Operator and the Village shall deliver upon request to each other copies of all articles of incorporation, bylaws, resolutions, ordinances or other documents which evidence their legal authority to execute this Agreement on behalf of their respective parties.

24. EQUAL OPPORTUNITY EMPLOYER.

24.1. The Operator is an equal opportunity employer and the requirements of 44 Ill. Adm. Code 750 APPENDIX A are incorporated herein if applicable.


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives as of the Effective Date.

VILLAGE OF OAK PARK


By: Cara Pavlicek
Its: Village Manager

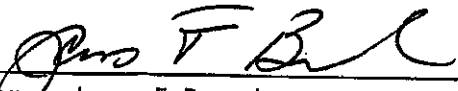
Date: March 3, 2016

ATTEST


By: Teresa Powell
Its: Village Clerk

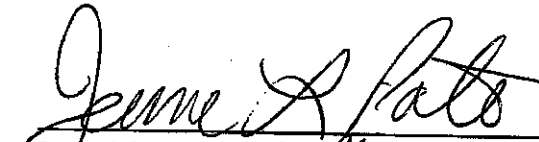
Date: March 3, 2016

SP PLUS CORPORATION


By: James F. Buczek
Its: Senior Vice President


Date: March 10, 2016

ATTEST

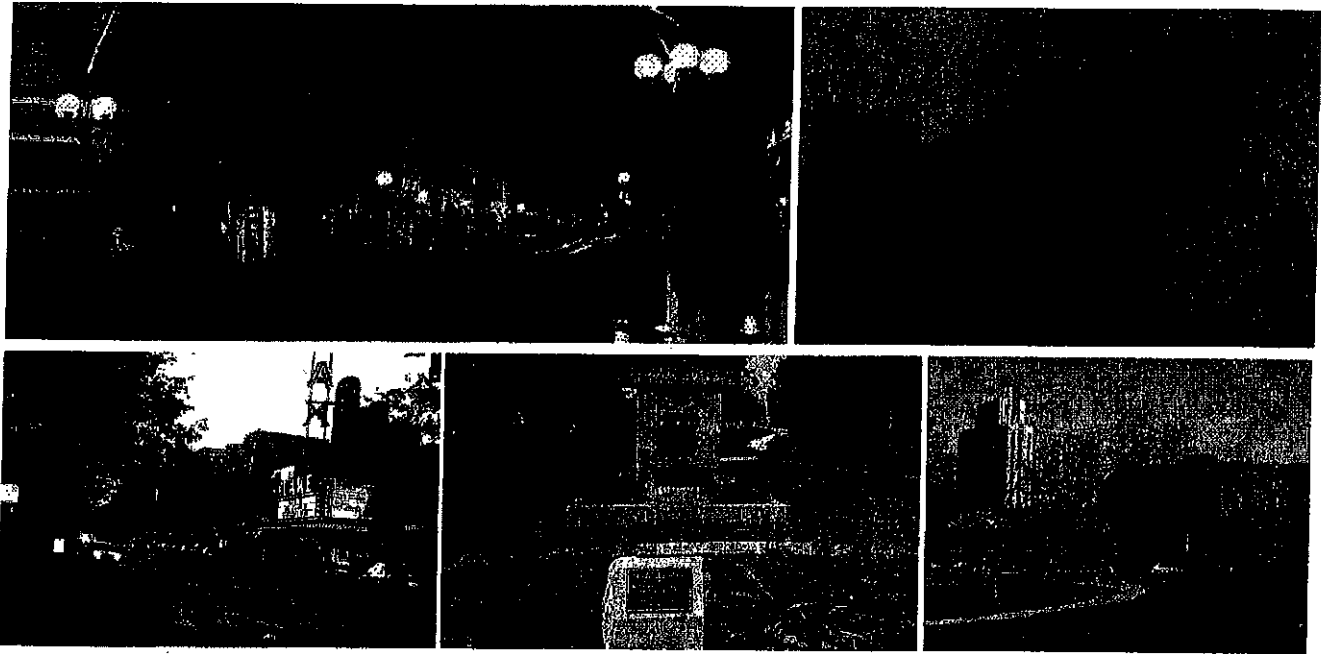

By: Jerome C. Pate
Its: Assistant Secretary

Date: March 10, 2016

**REVIEWED AND APPROVED
AS TO FORM**


MAR 02 2016
LAW DEPARTMENT

integrity • technology • innovation • initiative • knowledge • creativity



**Proposal for Downtown
Universal Valet Parking
Pilot Program**

RFP # 15-121

**Village of Oak Park
Oak Park, Illinois**



Submitted to:

Jill Velan
Parking and Mobility Services Director



October 9, 2015

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Proposal for Downtown Universal Valet Parking Pilot Program RFP # 15-121

Village of Oak Park
Oak Park, Illinois

Submitted to:

Jill Velan
Parking and Mobility Services Director



October 9, 2015



October 9, 2015

Ms. Jill D. Velan
Director, Parking and Mobility Services
Village of Oak Park
123 Madison Street
Oak Park, Illinois 60302

200 East Randolph Street
Suite 5475
Chicago, IL 60601

p. 312-274-2000
f. 312-640-6164
www.spplus.com



Subject: Village of Oak Park Request for Proposals (RFP) Proposal No. 15-121:
Downtown Universal Valet Parking Pilot Program

Dear Ms. Velan:

SP+ Parking is pleased to present the Village of Oak Park and you with this proposal to provide a universal valet parking program for the Village's downtown area. Our proposal reflects our commitment to provide a first-class service that will fulfill the Village's goals and will assist with making this pioneering program a success. Our valued employees are industry leaders and possess the collective talent, experience, expertise, creativity and desire to manage and operate the Village's pilot program.

+ About the Proposer

SP Plus Corporation (**SP+**), a Delaware corporation, is publicly traded (NASDAQ: SP). Founded in 1929 as Standard Parking Corporation, **SP+ Parking** currently provides parking management services at more than 4,200 locations across North America. The Corporate Headquarters of **SP+** is located in Chicago. We are by far the largest parking operator in the Chicago area with more than 1,800 local employees at over 350 locations in the City and surrounding metropolitan area.

Through our dedicated Municipal Parking Division (**SP+ Municipal Services**), we have been providing parking management services to municipal/government venues in the Chicagoland area continuously for over 30 years, including the City of Chicago and the Chicago Park District, and we currently provide our services for more than 100 municipal agencies and clients throughout the United States.

SP+ Parking also operates over 50 valet parking service locations in the Chicago area alone (more than any other parking management services provider). Our valet parking operations include over 20 of Chicago's premier hotels, including The Four Seasons Chicago, The Ritz-Carlton Chicago, The Drake, The Langham Chicago, and Loews Chicago. Additionally, we provide valet parking services at dozens of other commercial, residential, and healthcare locations in the Chicago metropolitan area.

✦ **Key Operating Personnel**

Our team will be led by our lead Oak Park Operations Management Team of Senior Facility Manager Dave Deutsch and Senior Manager Ivan Matic. Dave and Ivan will be supported by Assistant Vice President and Regional Manager James Healy, Vice President of Operations Pat McCue, and our Vice President responsible for our local valet parking service operations, Shevket Dardovski.

✦ **Scope of Work, Proposed Operating Plan, and Financial Proposal**

SP+ Parking has read the Owner's RFP documents and has a thorough understanding of the requirements and related scope of services that is outlined therein; and we have completed and included all of the required forms in the RFP Exhibits in Attachments section of this proposal. The highly qualified, well trained and knowledgeable team we have assembled for this project has proven experience in all areas described in these documents.

In addition, we believe that the proposed operating plan that we have prepared for this project, will meet and exceed all of your outlined requirements and objectives.

In summary, **SP+ Parking** has the experience, strength, and resources necessary to provide the Village of Oak Park with the level of service and operational excellence it requires. We believe that our unique operating attributes, coupled with the local market presence, knowledge, and the experience of our front-line team, separates our enclosed value proposition from the competition, and will ensure that Oak Park's downtown valet parking program is a success.

We appreciate the opportunity to provide our proposal to you, and to reviewing it with you to further demonstrate our skill, energy and commitment for these important services. Please contact me if you have any questions about this proposal, or if you require any additional information. Thank you for your consideration. We look forward to hearing from you soon!

Sincerely,



James F. Buczek
Senior Vice President – Operations
200 East Randolph Street, Suite 5475
Chicago, Illinois 60601
Office – 312-274-2025
Fax – 312- 640-6164
jbuczek@spplus.com

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Respondent Background

Company Description

SP Plus Corporation (Nasdaq: SP) provides professional parking, ground transportation, facility maintenance, security and event logistics services to property owners and managers in all markets of the real estate industry. **SP+** has nine operating groups, each of which focuses exclusively on the idiosyncrasies and specific needs of a single vertical market. The Company has more than 23,000 employees including over 1,800 employees in the Chicago metropolitan area.

Through our **SP+ Parking**, Standard Parking and Central Parking brands, we operate approximately 4,200 parking facilities and over 2.1 million parking spaces in hundreds of cities across North America, including parking-related and shuttle bus operations serving more than 75 airports. USA Parking System, a wholly-owned subsidiary, is one of the nation's premier valet operators, serving more four and five diamond luxury hotels and resorts than any other operator.

Our white-glove, Five Diamond, valet service sets the tone for excellence in customer service. Whether welcoming a hotel guest at one of our many Chicago hotels, or guiding a hospital patient/visitor our valet staff understands the importance of making every customer interaction engaging, pleasant and efficient. We believe that we become an extension of our client and provide each customer with a seamless parking experience.

We're built on integrity and innovation, laser-focused on delivering the highest level of service to our customers and clients. We've set the industry standard in parking amenities and customer service programs, revenue control, financial reporting, expense containment, employee professionalism and pro-active management. Our operations maximize facility profitability while at the same time make the parking experience a first-class, enjoyable one for parking patrons.

Additional **SP+** service lines include **SP+ Transportation**, which annually transports over 41 million passengers; **SP+ Facility Maintenance**, which operates in dozens of U.S. cities; **SP+ Security**, which currently provides licensed security services in six U.S. states and Toronto, Canada; and **SP+ Event Logistics**, which provides a wide range of travel demand planning and management services.

The corporate headquarters and local regional office are located in Chicago, with numerous other regional offices located in major metropolitan areas across North America.

Since entering the parking business in 1929, the company has focused on providing on-site management services at multi-level and surface parking facilities for all major markets of the parking industry. The company believes that these management services, coupled with a leading position in core markets, ensure the maximize profitability per parking facility for its clients.



Our company links innovation with exceptional market-based expertise in each of our **SP+** service lines. With nine distinct operating groups—each focusing exclusively on a single market—we are experts at understanding the specific needs and idiosyncrasies of those markets, and have the depth of experienced personnel and financial resources to satisfy them.

Our ability to deliver a portfolio of services as a single provider simplifies the administrative burden on our clients while also enabling them to leverage the economic benefits associated with a single relationship. Our clients have only one reporting relationship to manage, and we're able to more effectively and efficiently deliver a range of services than typically possible through multiple providers.

SP+ operating groups include:

- SP+ Airport Services**
- SP+ GAMEDAY**
- SP+ Healthcare Services**
- SP+ Hotel Services**
- SP+ Municipal Services**
- SP+ Office Services**
- SP+ Residential Services**
- SP+ Retail Services**
- SP+ University Services**

SP+ service lines include:

- SP+ Event Logistics**
- SP+ Facility Maintenance**
- SP+ Security Services**
- SP+ Transportation**

Corporate and Regional Offices

SP Plus Corporation Headquarters

200 East Randolph Street, Suite 7700

Chicago, Illinois 60601

Phone: 312-274-2000

Website: www.spplus.com

State of Incorporation: Delaware

Date of Incorporation: September 24, 1981

SP Plus Corporation Regional Office

200 East Randolph Street, Suite 5475

Chicago, Illinois 60601

Contact: Patrick J. McCue, Vice President

Phone: 312-274-2075

Fax: 312-640-6164

Email: pmccue@spplus.com



Contracting Entity

The legal name of the company that would be a party to the agreement will be SP Plus Corporation. SP Plus Corporation currently operates under the following DBA names.

- | | |
|----------------------------|----------------------------|
| ✦ SP+ Parking | ✦ SP+ Retail Services |
| ✦ Standard Parking | ✦ SP+ Hotel Services |
| ✦ Central Parking | ✦ SP+ GAMEDAY |
| ✦ SP+ Airport Services | ✦ SP+ Facility Maintenance |
| ✦ SP+ Healthcare Services | ✦ SP+ Event Logistics |
| ✦ SP+ University Services | ✦ SP+ Transportation |
| ✦ SP+ Municipal Services | ✦ SP+ Security |
| ✦ SP+ Residential Services | ✦ Park Air Express |
| ✦ SP+ Office Services | |

Equal Opportunity Employment

SP+ is committed to the goal of equal and representative opportunities for minorities and women and has an Affirmative Action plan in place and a current EEO-1 filed.

The company's philosophy with respect to the quality management of parking facilities is based upon prudent business principles, combined with a creative and flexible view of opportunities. Its day-to-day challenge in operating properties is to provide and manage such locations with care and attention to detail that is unparalleled in the parking industry. Similarly high standards will also be applied to efforts related to equal opportunity and participation by Minority Business Enterprises (MBE) and Women Business Enterprises (WBE). Affirmative Action should be an essential element in any development process, and the Corporation will establish and implement an honorable, progressive, innovative, and goal-oriented program that serves appropriate sectors of the community.

With respect to the company's internal operations, the company will aggressively pursue employment practices that provide equal opportunity to all people regardless of sex, color, age, race, or creed. The company will not countenance discrimination against any employee or applicant in any aspects of employment, including hiring, promotions, termination, compensation, benefit programs, and education opportunities. All managers who are involved with employment activities will be responsible for conforming to this policy and the compliance requirements of applicable state and federal regulations.

The company has adopted a policy of equal employment opportunity with respect to all on-site contractors and subcontractors. We will seek to assure that all of our contractors and subcontractors abide by the spirit and intent of this policy statement and establish goals. Additionally, the company will seek to ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites and in all facilities at which the company's employees may work. It will be specifically ensured that all on-site supervisory personnel are aware of and carry out the obligation to maintain such working environment, with specific attention to minority and/or female individuals.



The company is committed to a comprehensive program of MBE/WBE business development as well as minority and female employment. The company wants to ensure that maximum opportunities exist for such firms and is confident that it will meet or exceed the goals it established on all projects.

Finally, in recognition of the fact that successful affirmative action programs are important to the continued growth and vitality of society as a whole, the company will continue to take affirmative action to ensure that business opportunities are provided and that all job applicants are employed and treated in a non-discriminatory manner.

Financial Stability

Securities Exchange Act and Sarbanes-Oxley Compliance

As a public company subject to the requirements of the Securities Exchange Act of 1934 and the Sarbanes-Oxley Act, we adhere to accounting, internal control and reporting standards that are more rigorous than those typically followed by our non-public competitors.

Under the direction of our Board's Audit Committee, our Internal Audit Department plays an instrumental role in ensuring that the company meets these standards. The Department's work includes the documentation of all business processes, control design analysis, key control identification and ongoing testing of controls for operating effectiveness. The Internal Audit Department also oversees identification and testing of the company's entity-level controls, including the company's Code of Ethics and other high-level controls that ensure the integrity of Standard Parking's business processes and financial statements.

Managing this process puts the Department in touch with virtually every aspect of our business and thus helps to assure our clients that their parking facilities are properly controlled.

Sarbanes-Oxley Certification

The company completed an assessment of its internal controls over financial reporting as of the end of 2013, which were found to be effective and without material weakness. The company's independent auditor, Ernst & Young, LLP, has completed its evaluation and testing of our internal control over financial reporting, and has issued its unqualified opinion supporting this conclusion.

Financial Statements

As a publically traded company, complete corporate information is contained in our public filings with the Securities and Exchange Commission, which can be found at www.sec.gov, or on our website at www.spplus.com.



The SP+ Downtown Universal Valet Parking Pilot Program Account Service Team

At SP+ we are dedicated to providing superior customer service to all of our clients. Your account and operation teams each offer an average of 20 years of experience.

Primary Contact: Patrick J. McCue, Vice President (over 30 years with SP+)
Phone: 312-274-2075
Fax: 312-640-6164
Email: pmccue@spplus.com

Alternate Contact: James B. Healy, Asst. VP & Regional Manager (over 30 years with SP+)
Phone: 312-787-4364
Fax: 312-787-0553
Email: jhealy@spplus.com

The SP+ Downtown Universal Valet Parking Pilot Program Management Team

- * Shevket Dardovski, Vice President (over 30 years in the industry, 9 years with SP+)
- * Ivan Matic, Senior Manager (9 years with SP+)
- * David Deutsch, Senior Facility Manager (6 years with SP+)



Proposed Scope of Service

Overview

SP+ is proposing to provide all services required for the professional operation of the Downtown Universal Valet Parking Pilot Program (DUVPP) described in Oak Park's RFP. The DUVPP will allow patrons of the Downtown Oak Park area the ability to drop their car off at one valet podium and retrieve when they are ready from a different location. This program will be offered from 10:00 a.m. through 10:00 p.m. six days a week (not offered on Sundays). While we provide below greater detail on our initial vision for this pilot program, Oak Park should expect changes, perhaps material changes, to this initial vision as operational history is gained.

In the absence of additional information, especially historical data, it is impossible to predict what Oak Park's valet program may look like after it has been in operation for some time. Accordingly, **SP+** would expect our initial valet plan will undergo frequent modifications based on feedback received from the Village, local businesses, and consumers.

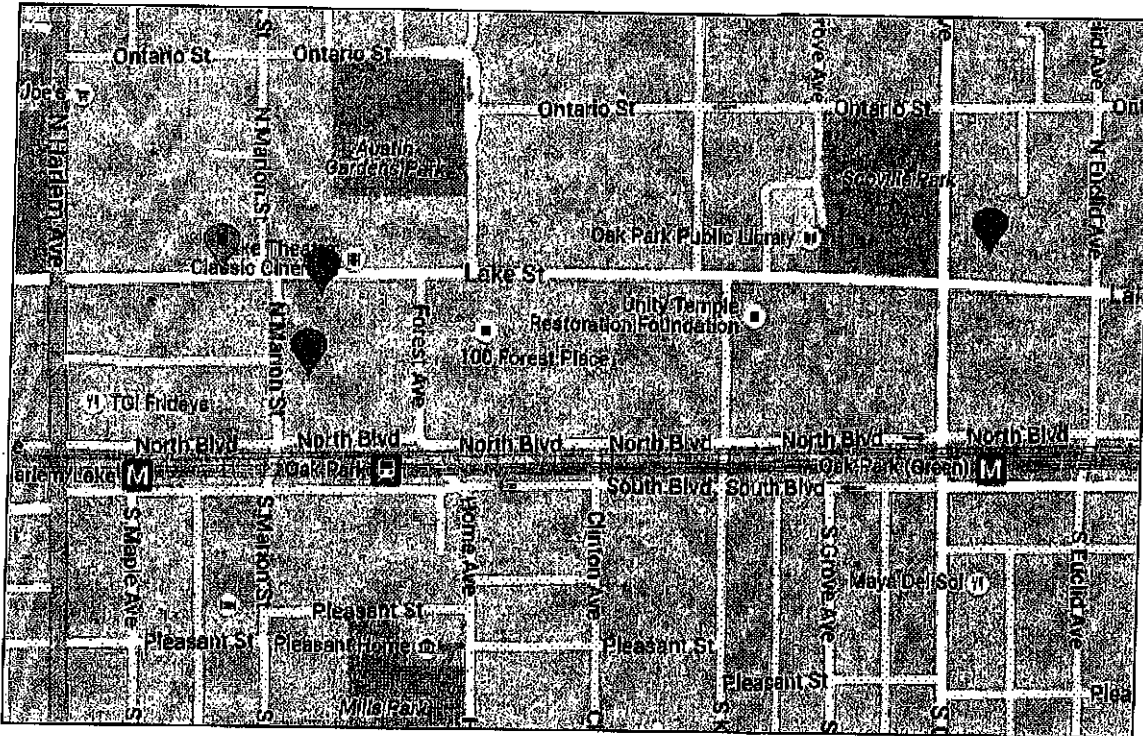
Valet Parking Service Stations (Vehicle Pick-Up/Drop-Off)

SP+ team members observed the downtown Oak Park area and received input from downtown businesses including comments received from Mr. Max Austin-Williams Executive Director of the Downtown Oak Park Business Association. Based on this input, we initially propose creating three (3) valet parking service station (valet stations) locations. The location of these 3 valet stations were selected based on feedback from local businesses, traffic flow, available space that would allow for the safe loading and unloading of vehicles, and proximity to off-street vehicle parking locations.

These locations as well as a possible fourth or alternate location are listed below and on the map provided on the following page.

- ✦ 726 Lake St. (In front of Flat Top Grill; West bound)
- ✦ 1049 Lake St. (In Front Holiday Camera; East bound)
- ✦ 110 N. Marion St. (Sugar Cup Trading Company; North bound)
- ✦ 1122 Lake St. (Bar Louie-Alternate Location; West bound)

In addition to any normally staffed valet stations that the Village may approve, **SP+** would also have the ability to add valet stations to service a special-event needs (e.g. restaurant/merchant grand openings, parades, etc.)



DUVPP Process

SP+ recommends utilizing technological services for the DUVPP such as the Flash Valet service product. Flash Valet is a service that will provide:

- Ticket tracking
- Credit card payment processing
- Prearranging pickup of valet service vehicles via text messaging or phone calls
- Revenue tracking
- Various reporting
- Utilizes equipment (iPhones/iPads) on a cellular network (no Wi-Fi needed)

When a customer pulls up to one of the valet podiums they will be greeted by an **SP+** valet attendant.

The valet attendant will scan a valet service ticket with a mobile device. This will mark the ticket as being issued to a customer.

The customer will be given a valet service claim check and instructional literature for calling/texting ahead for vehicle pick-up (if desired). This literature will also explain the DUVPP process.



The valet attendant will then drive the customer's vehicle to the designated location where valet service vehicles will be parked, and scan the ticket again to log it in as parked.

The vehicle keys will then be secured in the valet service podium (which will be equipped with a combination lock).

When a customer is ready to leave they have one of two options for ordering the retrieval of their vehicle:

1. Approach a valet attendant at a valet service podium and present their claim check, or
2. Utilize Flash Valet call/text ahead service

Customers will be able to pay the valet parking service fee using either cash or credit card. If desired, **SP+** can also provide a pay-by-phone option.

A Flash Valet system is relatively inexpensive. The costs for the system would include approximately \$600 in startup costs (6 iPhones equipped to accept credit cards) and ongoing monthly costs of approximately \$490 per month for cellular service and Flash Valet software fee for 3 valet service podiums/stations.

As an alternate to a Flash Valet or similar system, **SP+** could use just a manual system/mode of operation, but doing so will not have the detailed reporting and auditing features as that provided by an automated system, and is much more subject to revenue leakage.

Marketing and Promotion

We believe that an important factor for the success of the DUVPP may be in its marketing and promotion. In particular, we believe that a strong grass-roots marketing effort must include obtaining "buy-in" from local businesses that may benefit from the program, and will be its best source of advertising.

Many Downtown area businesses may desire to subsidize all or a portion of their customers' valet parking service fees. We will provide these businesses with such options. Mr. Austin-Williams explained to **SP+** how his organization will be promoting this concept, and we discussed with him how we could support his efforts.

Other DUVPP marketing and promotion avenues that we could explore/pursue include:

- ✦ Creation of a website
- ✦ Valet signage – see Start-Up expenses
- ✦ Co-messaging on Downtown Oak Park Events (Thursday Night Out, Jazz Thaw, Microbrew Review etc.)
- ✦ Restaurant sponsorship literature
- ✦ Vehicle registration renewal insert/direct mailer
- ✦ Oak Park FYI article/blurb



- ✦ Coverage by local media outlets (if they are interested, such as FOX 32 Chicago, NBC 5 Chicago, Wednesday Journal, PATCH, etc.)
- ✦ Online advertising opportunities – Opentable.com / Oakpark.com
- ✦ Village website messaging
- ✦ Promotion/signage at Village parking lots and garages

Customer Service

Our DUVPP team will be supervised by our valet parking managers. Our SP+ valet managers will be overseeing multiple operations. Accordingly our plan assumes Oak Park would be charged for 10% of one FTE for valet management. These valet managers would also be assisted by our SP+ team at the Lake & Forest garage, and by Senior Manager Ivan Matic and Senior Facility Manager Dave Deutsch. In the event of an emergency customers will also be able to contact our Customer Service line, which is staffed 24/7.

In addition all of our team members will undergo extensive customer service, safety, and procedural training that is provided to us by our SP+ University training team.

Management Fees

We propose an initial fixed Based Management Fee of \$12,000 annually, or \$1,000 per month, and incentives that would be based on meeting and/or exceeding both service and financial expectations that shall be mutually agreed to between the Village and SP+. The amount of these incentives would be capped so their combined annual total would not exceed the amount of the annual Base Management Fee.

Staffing

The most significant expense component of the DUVPP will be staffing related costs. The totality of these staffing costs **cannot** be accurately predicted at this time. Valet service staffing levels are a function of time, distance, and volume. While we can estimate how far valet service attendants will need to travel to reach parking areas, and how long this will take, we cannot predict volume. Valet service demand volume will be impacted by multiple factors including rate, weather, time of year, time of day, etc. As a point of reference, a "loaded" cost for a valet service attendant staffing hour will be about \$18.00 per hour (in 2016 dollars with Teamsters Local 727 pay rates and benefits).



Total Estimated Annual Operating Expenses

As noted above, we cannot accurately predict valet service attendant staffing levels for the DUVPP at this time. However, in order to provide the Village with a frame of reference on potential costs, we estimate that annual operating expenses (again, in 2016 dollars) for a program that provides the above described services and 216 valet service attendant hours per week (3 valet stations @ 12 hours per day @ 6 days per week, per the RFP) would total \$206,929.

This estimated total includes costs for:

- ✦ 216 valet service attendant staffing hours per week (valet service attendant labor related expenses would vary by approximately \$18.00 per hour per week for every valet staff hour added to, or removed from the program staffing profile/schedule)
- ✦ 10% of 1 FTE for Valet Parking Service Managers
- ✦ Base Management Fee
- ✦ Insurance
- ✦ Flash Valet operating expenses
- ✦ Website creation and maintenance
- ✦ Auditing and reporting

The above estimated total excludes:

- ✦ Start-Up expenses
- ✦ Credit card processing fees
- ✦ Village licensing fees (if any)
- ✦ Incentive Management Fees

Start-Up Expenses

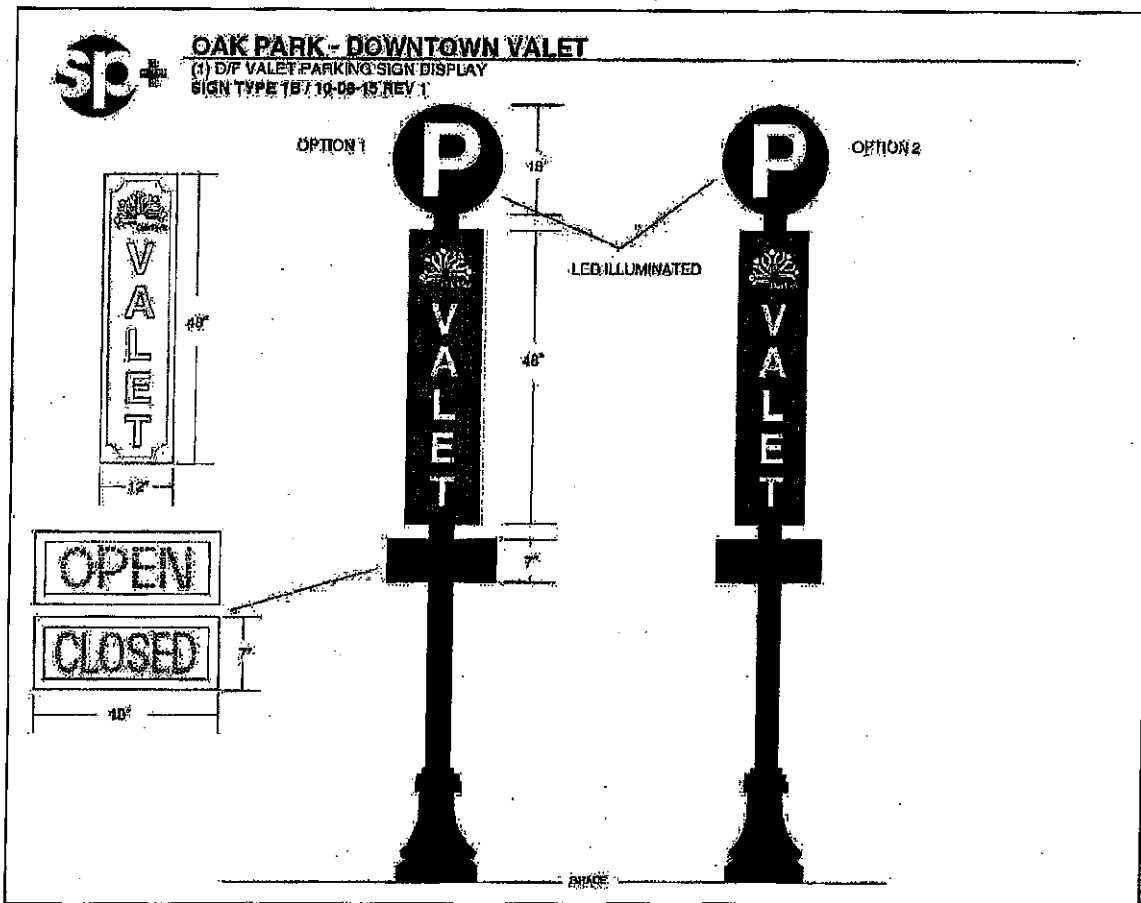
Below we have summarized possible start-up expenses for the previously described 3 initial valet stations. These up-front expenditures include:

- ✦ 3 valet station podiums - \$1,500
- ✦ 6 Flash Valet IOS devices (iPhones) - \$600
- ✦ 3 valet station signs - \$1,000 to \$21,000

NOTE: SP+ believes that creating and displaying highly visible and distinct program signage will help promote and increase the visibility of the DUVPP. We have provided a couple of program signage options. On the low-cost end, we estimate that 3 "wind-master" or feather-type banner signs (please see a sample

rendering in the Exhibits section of this proposal) will be about \$1,000; and on the high-cost end, we estimate that 3 solar-powered illuminated light pole signs will be about \$21,000 (please see the sample rendering design below).

Equipment for Flash Valet, or a credit card terminal that operates on a cellular network.





Proposed Schedule of Implementation

Please see the implementation schedule on the following page.

UNIVERSAL valet PARKING Pilot Program - Plan for Assumption of Operations

[illegible]



References

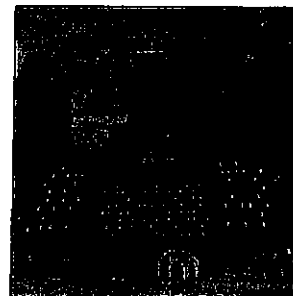
Ann & Robert H. Lurie Children's Hospital of Chicago

Ken Gray
Administrator-Support Services
Ann & Robert H. Lurie Children's Hospital of Chicago
225 E. Chicago Ave.
Chicago, IL 60611
Phone: 312-227-4325
Email: kgray@luriechildrens.org



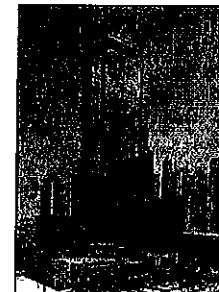
The Drake Hotel

Damien McArdle
General Manager
The Drake Hotel
140 East Walton Place
Chicago, IL 60611
Phone: 312-932-4500
Email: Damien.mcardle@hilton.com



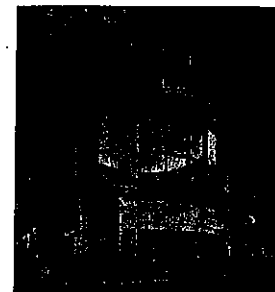
Loews Chicago Hotel

Christian Hansen
General Manager
Loews Chicago Hotel
455 N. Park Dr.
Chicago, IL 60611
Phone: 312-840-6659
Email: Chris.Hansen@loweshotels.com



InterContinental Chicago Magnificent Mile

Raymond Vermolen
General Manager
Intercontinental Chicago Magnificent Mile
505 N. Michigan Ave.
Chicago, IL 60611
Phone: 312-321-8760
Email: Raymond.vermolen@ihg.com



Additional references are available upon request.



Cost Proposal

SP+ proposes to provide all the services described in our enclosed response to the Village of Oak Park RFP #15-121 – Downtown Universal Valet Parking Pilot Program. Our proposed costs for these services are:

- ✦ An initial \$12,000 annual Base Management Fee – paid monthly (an initial \$1,000 per month). This fee shall increase in each fiscal year of the agreement by the annual increase to the CPI.
- ✦ Service Based Incentive Management Fee – Paid annually and not to exceed 50% of annual Base Management Fee. Service incentive standards to be mutually agreed upon by Village and SP+.
- ✦ Financial Based Incentive Management Fee – Paid annually and not to exceed 50% of annual Base Management Fee. Financial incentive standards to be mutually agreed upon by Village and SP+.
- ✦ Reimbursement of all Village approved program expenses incurred during performance of operations. These expenses will include but are not limited to staff labor costs, start-up expenses, insurance, revenue control equipment expenses, signage, license fees, local taxes, credit card fees, etc.
- ✦ Village shall advance estimated operating loss in advance of each month. SP+ shall reconcile reimbursable program expenses incurred against the Village advanced amount at the end of each month and refund the Village for any over-paid expenses, or invoice the Village for any short-paid expenses.



Attachments

Per the instructions in the RFP, the following pages include:

- + Cost Proposal Form
- + Tax Compliance Certificate
- + EEO Report



Attachment I. Cost Proposal Form

The undersigned proposes to furnish, Village of Oak Park, Parking and Mobility Services, 123 Madison, Oak Park, IL. 60302,

Vendor shall state as part of their proposal, a written description of their quality assurance method to be utilized to ensure proper indexing of all documents.

Provide cost proposal based on the proposed operations schedule under Section II in the space provided below:

SP+ proposes to provide all the services described in our enclosed response to the Village of Oak Park RFP# 15-121 - Downtown Universal Valet Parking Pilot Program. Our proposed costs for these services are:

- * An initial \$12,000 annual Base Management Fee - paid monthly (an initial \$1,000 per month). This fee shall increase in each fiscal year of the agreement by the annual increase to the CPI.
- * Service Based Incentive Management Fee - Paid annually and not to exceed 50% of the annual Base Management Fee. Service incentive standards to be mutually agreed upon by Village and SP+.
- * Financial Based Incentive Management Fee - Paid annually and not to exceed 50% of the annual Base Management Fee. Financial incentive standards to be mutually agreed upon by Village and SP+.
- * Reimbursement of all Village approved program expenses incurred during performance of operations. These expenses will include but are not limited to staff labor costs, start-up expenses, insurance, revenue control equipment expenses, signage, license fees, local taxes, credit card fees, etc.
- * Village shall advance estimated operating loss in advance of each month. SP+ shall reconcile reimbursable program expenses incurred against the Village advanced amount at the end of each month and refund the Village for any over-paid expenses, or invoice the Village for any short-paid expenses.

Proposal Signature:

State of Illinois

County of Cook

James F. Buczek

being first duly sworn on oath deposes and says that the Consultant on the above Proposal is organized as indicated below and that all statements herein made on behalf of such Consultant and that their deponent is authorized to make them, and also deposes and says that deponent has examined and carefully prepared their proposal from the Specifications and has checked the same in detail before submitting their Proposal; that the statements contained herein are true and correct.

Signature of Consultant authorizes the Village of Oak Park to verify references of business and credit at its option.

Signature of Consultant shall also be acknowledged before a Notary Public or other person authorized by law to execute such acknowledgments.

SP Plus Corporation

Organization Name

(Seal - If Corporation)

By:

James F. Buczek
Authorized Signature

Dated:

10-8-15

200 E. Randolph, Suite 5475, Chicago, IL 60601

Address

312-274-2025

Telephone

jbuczek@spplus.com

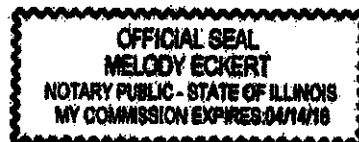
E-mail

Subscribed and sworn to before me this

8th

day of October, 2015.

Melody Eckert
Notary Public





Oak Park

Attachment II. Compliance Affidavit

I, James F. Buczek being first duly sworn on oath depose and state as follows:
(Print Name)

1. I am the (title) Senior Vice President of the Proposing Firm ("Firm") and am authorized to make the statements contained in this affidavit on behalf of the Firm.
2. The Firm is organized as indicated on Exhibit A to this Affidavit, entitled "Organization of Proposing Firm," which Exhibit is incorporated into this Affidavit as if fully set forth herein.
3. I have examined and carefully prepared this proposal based on the Request for Proposals and verified the facts contained in the proposal in detail before submitting it.
4. I authorize the Village of Oak Park to verify the Firm's business references and credit at its option.
5. Neither the Firm nor its affiliates¹ are barred from proposing on this project as a result of a violation of 720 ILCS 5/33E-3 or 33E-4 relating to bid rigging and bid rotating, or Section 2-6-12 of the Oak Park Village Code related to "Proposing Requirements".
6. Neither the Firm nor its affiliates is barred from contracting with the Village of Oak Park because of any delinquency in the payment of any debt or tax owed to the Village except for those taxes which the Firm is contesting, in accordance with the procedures established by the appropriate revenue act, liability for the tax or the amount of the tax. I understand that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the contract and allows the Village of Oak Park to recover all amounts paid to the Firm under the contract in a civil action.
7. I am familiar with Section 13-3-2 through 13-3-4 of the Oak Park Village Code relating to Fair Employment Practices and understand the contents thereof; and state that the Proposing Firm is an "Equal Opportunity Employer" as defined by Section 2000(E) of Chapter 21, Title 42 of the United States Code Annotated and Federal Executive Orders #11246 and #11375 which are incorporated herein by reference.
8. All statements made in this Affidavit are true and correct.

Signature: *James F. Buczek*

Printed Name James F. Buczek

Name of Business: SP Plus Corporation

Your Title: Senior Vice President

Business Address: 200 E. Randolph, Suite 5475

Chicago, Illinois 60601

(Number, Street, Suite #)

(City, State & Zip)

¹ Affiliates means: (i) any subsidiary or parent of the bidding or contracting business entity, (ii) any member of the same unitary business group; (iii) any person with any ownership interest or distributive share of the bidding or contracting business entity in excess of 7.5%; (iv) any entity owned or controlled by an executive employee, his or her spouse or minor children of the bidding or contracting business entity;

Telephone: 312-274-2025

Fax: 312-640-6164

Web Address: www.sppius.com

Subscribed to and sworn before me this 8th day of October, 2015.

Melody Eckert
Notary Public





Oak Park

Attachment III. EEO report

Please fill out their form completely. Failure to respond truthfully to any questions on their form, or failure to cooperate fully with further inquiry by the Village of Oak Park will result in disqualification of proposal. An incomplete form will disqualify your proposal.

1. Vendor Name: SP Plus Corporation
2. Check here if your firm is:

<u> </u>	MBE
<u> </u>	WBE
<u> X </u>	Non MBE/WBE

(Copies of all certification letters must be included)

3. What is the size of the firm's current stable work force?

<u>13,087</u>	Number of full-time employees
<u>8,976</u>	Number of part-time employees

Exhibits

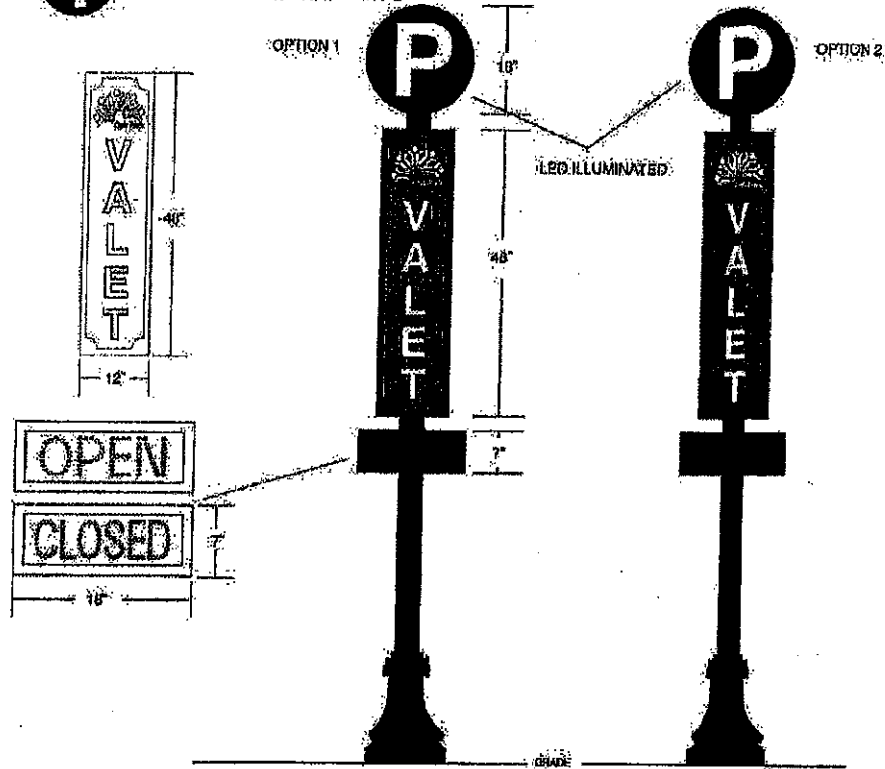
The following pages include:

- ✦ Proposed Valet Signage
- ✦ Valet Signage Cut Sheets
- ✦ Flash Valet Brochure
- ✦ Flash Valet Cost Proposal
- ✦ Feather Banner Advertising Sample



OAK PARK - DOWNTOWN VALET

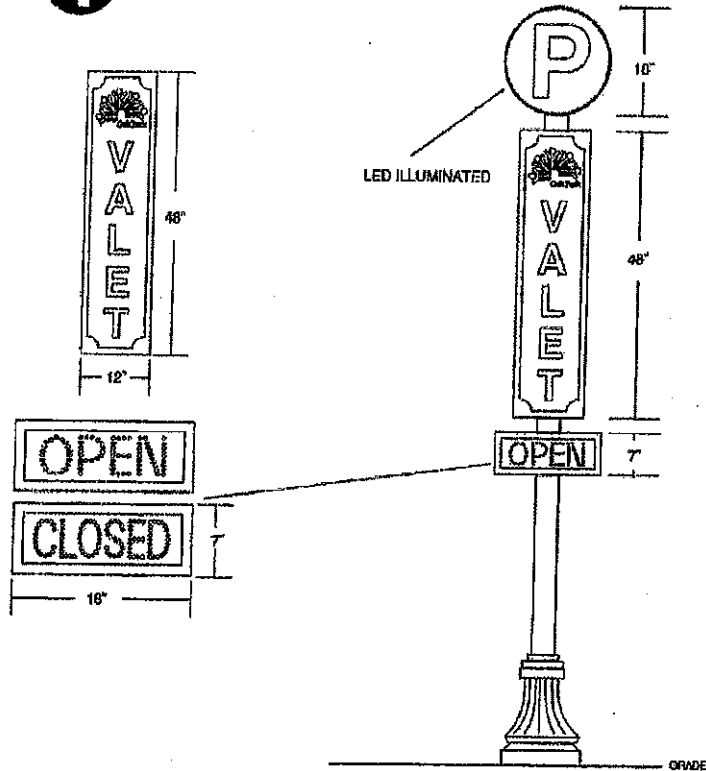
(1) DOWNTOWN VALET PARKING SIGN DISPLAY
SIGN TYPE 1B / 10-06-10 REV 1





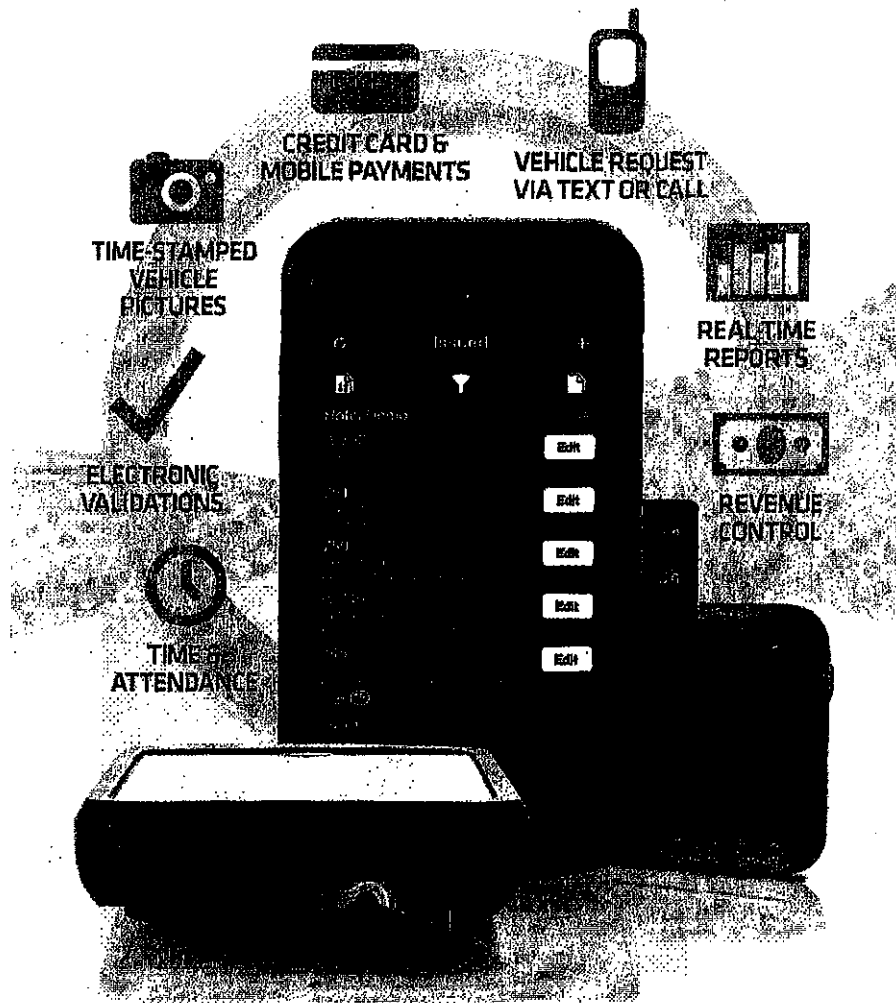
OAK PARK - DOWNTOWN VALET

(1) D/F VALET PARKING SIGN DISPLAY
SIGN TYPE 1A / 10-06-16 REV 1





CONFIDENTIAL

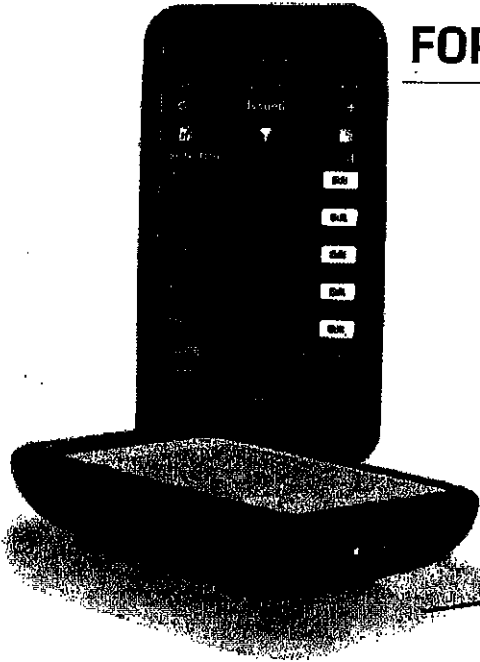


FLASH VALET: THE NEXT GENERATION PARKING SOLUTION

Flash Valet offers affordable monthly service plans with no expensive hardware requirements and less than an hour of training. You can power your venue with Flash Valet as soon as tomorrow.

Flash Valet service is built and priced with your budget and yearly goals in mind. Customized to manage your specific location, Flash Valet will help you manage your entire parking operation from anywhere in a Flash...

AN ENTERPRISE-CLASS SOLUTION FOR ANY VENUE TYPE



VEHICLE TRACKING

Track every parked vehicle, including arrival time, make & model, valet staff, amount and method of payment, and departure time. Know exactly when your busiest times are and who your most efficient runners are.

REVENUE CONTROL

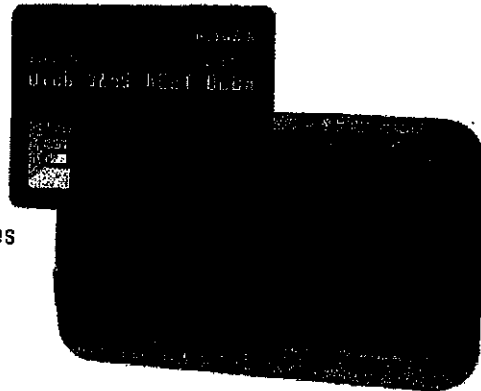
Account for every vehicle payment transaction regardless of the form of payment (cash, credit card, check, front desk, PayPal or validation). With access to real-time activity information, you can keep an eye on your business and eliminate manual ticket inventory and end-of-shift reconciliation.

TICKET SCANNING & VEHICLE INFO ENTRY WITH VIN SCANNING

Automate ticket entry by scanning the barcode on the tickets with the Linea Pro. Eliminate paper-based vehicle tracking, and enter all vehicle information directly into the Flash Valet app. Take advantage of automated vehicle info entry by scanning the VIN barcode with the Linea Pro device. The guest name, make, model, color, license number (and more) of the vehicle is entered into the app and linked to the issued ticket number.

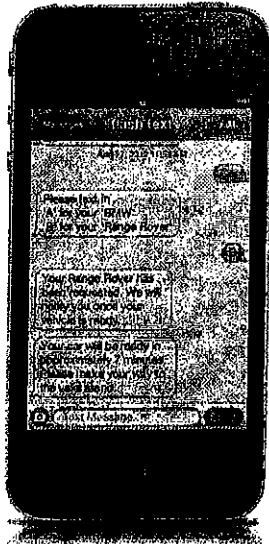
CREDIT CARD SWIPING & MOBILE PAYMENTS

Eliminate bulky credit card machines and accept credit cards at the curb by swiping them with the Linea Pro. Offer your customers the luxury of paying and tipping from their mobile phones with mobile payments.



HOURLY RATE PRICING CONFIGURATION

Manage multiple rate structures automatically (including fixed, hourly, and daily rating) based on duration of stay, special events, or real time supply and demand.



THE LATEST IN MOBILE TECHNOLOGY

VEHICLE REQUEST VIA TEXT WITH MOBILE PAYMENTS

Offer your customers the ultimate in convenience by offering them the luxury of texting for their vehicle from anywhere within your venue. Once your staff accepts the vehicle request through the Flash Valet app, the customer receives a text with a link that allows them to pay via major credit card or PayPal directly from their phone. No more waiting.

INTERACTIVE VOICE REQUEST (IVR)

Reach out to customers at all technology comfort levels with interactive voice requests (IVRs) for vehicles. Customers can call your location number and receive instructions from a state-of-the-art automated system that processes their request in the same way Flash Valet uses text messages. The option allows customers without text plans and texting experience to call for their cars without waiting at your kiosk.

CONDO RESIDENTS

Link residents to their specific vehicles and allow them to request their vehicles from their mobile phones.

VEHICLE REQUEST SCHEDULING REMINDER

Track scheduled vehicle requests directly through the app, and receive a reminder when it's time to retrieve the vehicle.

MULTI KIOSK

Control your revenue at multiple valet kiosks within one large venue. Allow your customers to determine where they want their vehicles delivered at pick-up.

KEY TRACKING

Eliminate lost keys with an automatic alert if keys aren't checked in within a specified amount of time.

GARAGE MODE

Enable garage mode to route vehicle requests to the appropriate staff at the valet stand

MULTI GARAGE/LOT

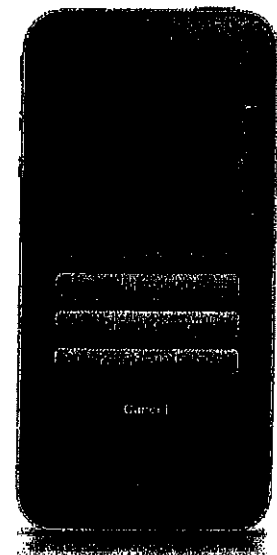
Manage your garages and surface lots by tracking capacity and parked vehicles in real time.

ELECTRONIC VALIDATIONS

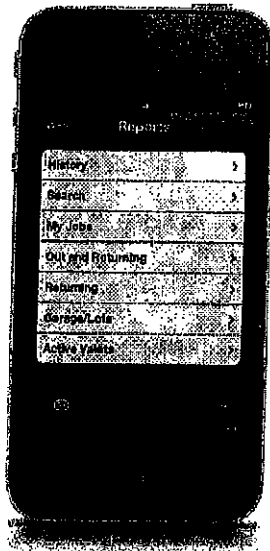
Manage validations at various locations within the venue from mobile devices or web browsers to streamline reconciliation and auditing processes.

CONFIGURABLE FIELDS

Customize fields and labels specific to your business.



REAL-TIME ACTIVITY MONITORING & REPORTS



REVENUE CONTROL & PERFORMANCE METRICS REPORTS

Follow your venues' activities in real time from any web browser. Eliminate data entry and manual reconciliation with our suite of reports, including vehicle tracking, payments, time & attendance, customer satisfaction, and more. Run reports that track specific trends, or create reports that integrate with your payroll processor and other systems with Flash Valet ENTERPRISE.

MONITORING APP

Log into any of your locations to view real-time activity, assist with vehicle processing during peak times, track employee time & attendance, and more.

AUTOMATED EMAIL NOTIFICATIONS

Receive email notifications for long wait times, unaccepted tickets, late clock-ins and more.

BROADCAST BETWEEN LOCATIONS

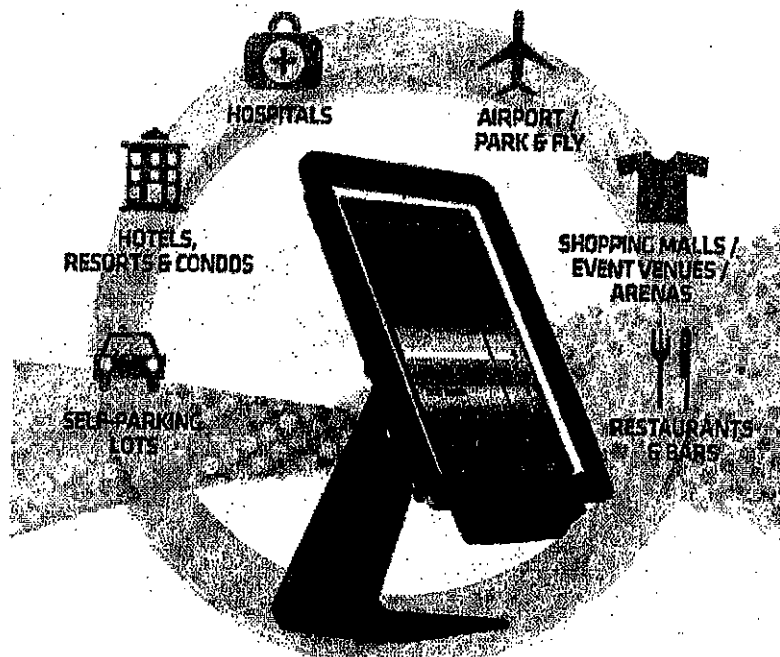
Send a message to all of your locations with the click of a button directly through the Flash Valet app.

PANIC ALARM

Alert all your employees or locations of an emergency or urgent situation by simply pushing a button.

PERSONALIZED SUPPORT

Get the support you need from a series of support tools on FlashValet.com with Flash Valet BASIC. Speak to a live person with Flash Valet PRO, and manage all of your needs through a dedicated account manager with Flash Valet ENTERPRISE.



Flash Valet Solution for Universal Valet

By Klever Logic, Inc.

Summary

Klever Logic is pleased to provide you with our Flash Valet turnkey solution. Flash Valet is an interactive cloud/mobile-based valet parking delivery and management system that leverages our back-end technology in conjunction with individual consumer's mobile phones. This outlines the general operating framework for enabling you with the ability to offer the benefits of the Flash Valet solution to your guests.

Who We Are Klever Logic is a technology innovation company, providing simple solutions for businesses and consumers. To operate competitively, businesses must capitalize on the growth in mobile technology and better service increasingly time-sensitive customers. Klever Logic builds sophisticated back-end systems and functionality complemented by easy, intuitive applications that run on computers, tablets and mobile phones.

About Flash Valet

Flash Valet is a mobile solution that enables valet parking customers to use their mobile phone to request their vehicle, pay, tip, earn rewards and more. Valet parking operators streamline their business with a suite of tools including revenue control and employee time and attendance, all managed with a mobile app. Customers can text to interact with valet attendants, while valets use a mobile app to handle requests and manage the operation. This intuitively designed system enables you to communicate effortlessly with customers, improving their satisfaction while increasing your efficiency. Klever Logic brings all these benefits to you and your customers via our flagship product, Flash Valet.



Proposal

Klever Logic, Inc.
700 Lavaca Street, Ste 1400
Austin, TX 78701
United States

Phone: +1.512.402.8960

Date	10-02-2015
Expires	11-01-2015
Quote #	570
Created By	Eliseo Diaz

Prepared for SP Plus
David Deutsch
Chicago, Illinois
United States

Phone: 312-787-0551
Email: ddeutsch@spplus.com

PLACE ORDER NOW

Flash Valet

Type	Item	Qty	Price	Total
Subscription	Flash Valet Solution - Main Valet Stand	1	\$25.00	\$0.00 ^{1*}

Includes:

- Unlimited users
- Unlimited number of devices

With:

- Vehicle count tracking
- Ticket scanning
- Automated vehicle info entry with VIN scanning
- Manual vehicle info entry
- Key tracking
- Notes
- Broadcasting between locations
- Email and text message receipts (printer available)
- Monitoring app
- Report suite
- Automated email notifications
- Garage mode
- And more

Plus:

- Vehicle request via TEXT (sms) or IVR (By dialing)
- Vehicle pictures
- Remote vehicle request
- Surveys

Venue Type

Mix use retail

Number of vehicles parked per month

Up to 500 vehicles per month (\$25/mo + \$0.10 per additional vehicle)

\$25.00



Proposal

Type	Item	Qty	Price	Total
Services	Set-up Fee One time set-up fee Includes: <ul style="list-style-type: none"> • Location configuration • Online training 	1	\$99.00	\$99.00 [†]
Subscription	Revenue Package \$99/mo Includes: <ul style="list-style-type: none"> • Track Payments with different tender types (Cash, Credit Card, Check, Front Desk) • Revenue control with reports • Flat rate pricing configuration • Hourly rate pricing configuration • Manual validations • Electronic validations • Mobile payments • Credit Card payments • Includes 5,000 credit card transactions. \$49/mo per every additional 5000 credit card transactions 	1	\$99.00	\$0.00 ^{†*}
Subscription	Additional Valet Stands \$49/mo Through Flash Valet you have the ability to manage multiple valet stands under one venue. This feature gives you the ability to access reports based on individual kiosks within one venue. And if your operation supports it, with Flash Valet you can give your guests the ability to drop-off their vehicle at one valet stand, and pick-up at another. Please enter the number of additional kiosks (when applicable). If your venue has more than one drop-off/pick-up location, and you want to manage these through Flash Valet, these would qualify as an additional kiosks. Additional kiosk(s) must be within 1/4 mile of each other using GPS measured in a direct line.	6	\$49.00	\$0.00 ^{†*}
Hardware	iPhone <u>iPhone 5s</u> iPhone 5s / \$0.99/ per phone + \$35/mo with unlimited data (requires 2 year contract directly with Verizon)	12	\$0.99	\$11.88 [†]
Hardware	Credit Card Audio Jack MagStripe and Smart Card Reader <ul style="list-style-type: none"> • Audio headphone jack communication for the latest Apple iOS and Android platforms • EMV Level 1 approval • RoHS 2 and REACH compliance • TQM Label • Low power consumption when reader is in standby mode • Compact and ergonomic design to integrate with a variety of mobile devices • Encrypted MSR and chip card reader with DUKPT key management • Micro-USB port for pass-through charging and PC communication 	12	\$99.00	\$1,188.00 [†]
Services	Training	1	\$1,800.00	\$1,800.00



Proposal

Type	Item	Qty	Price	Total
	Flash Valet Training			
	Onsite (3 days): \$600 per trainer/per day + Travel & Expenses		\$1,800.00	\$1,800.00

* Recurring fees billed monthly with 0 upfront payment(s).

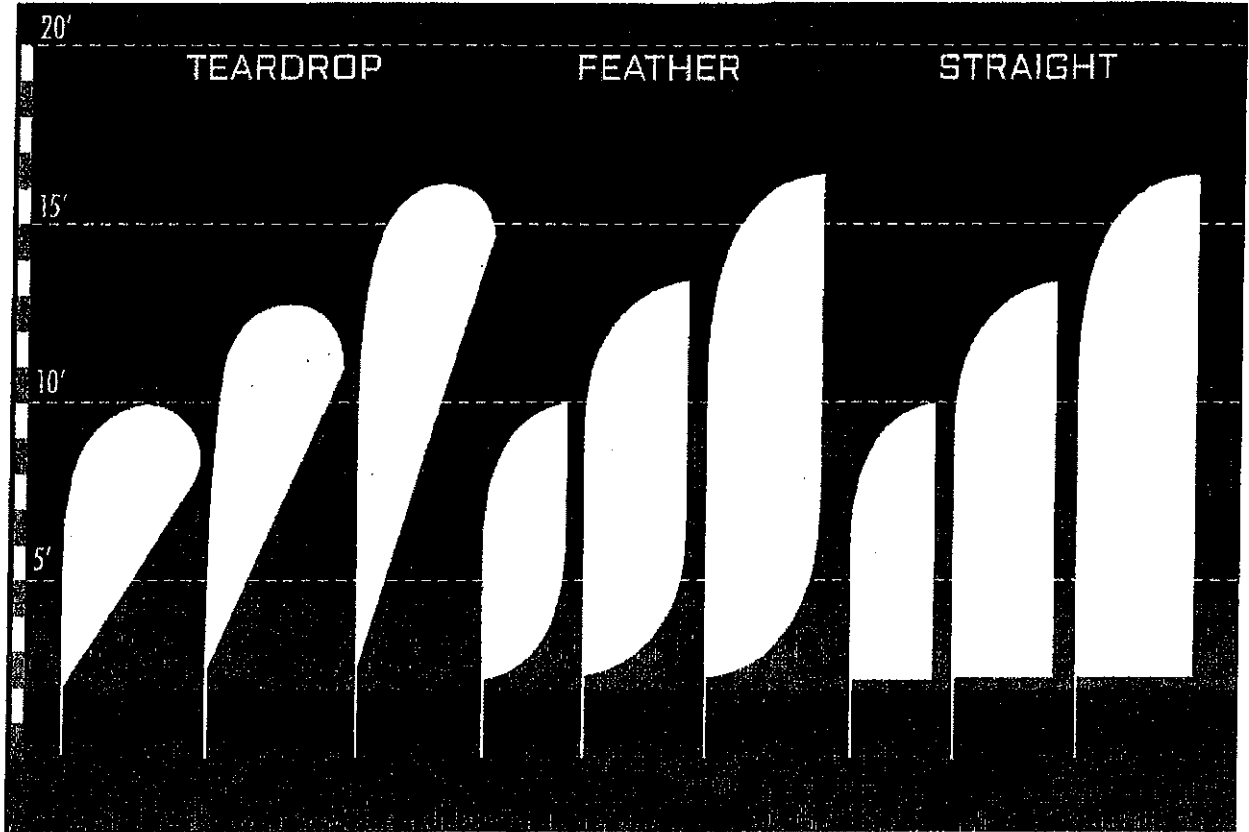
† Non-taxable item

Please contact us if you have any questions.

Total Due **\$3,098.88 USD****PLACE ORDER NOW****Cost Breakdown**

Type	Up-front Fees	Recurring Fees
Subscription	—	\$418.00*
Services	\$1,899.00	—
Hardware	\$1,199.88	—
Total	\$3,098.88 USD	\$418.00 USD*

* Recurring fees billed monthly with 0 upfront payment(s).

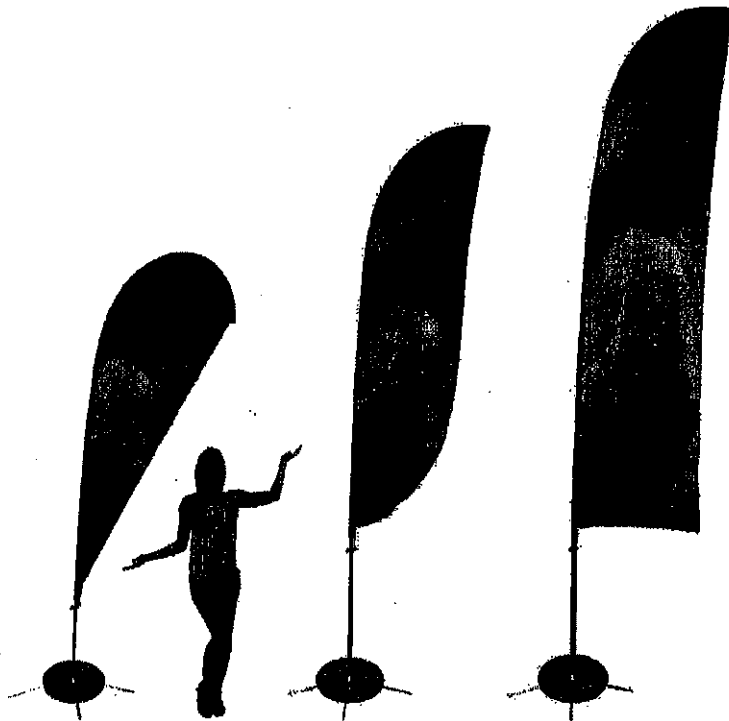


ZOOM™ FLAGS

- can be used indoors or outdoors
- graphic rotates in wind
- water fillable donut adds stability to quad leg (optional upgrade)
- graphic printed on flag material
- double sided graphic available
- floor base & ground stake included

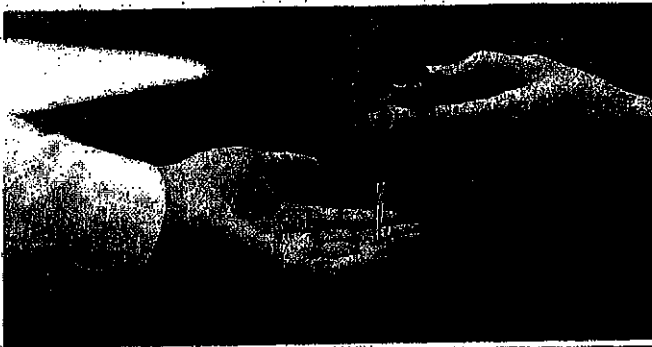


shown with X-base and optional upgrade donut water fillable base
ZOOM-INDOOR-BASE-SET



All Outdoor products have a one year limited hardware warranty and are eco-friendly.

integrity • technology • innovation • initiative • knowledge • creativity



Patrick J. McCue
200 East Randolph Street
Suite 5475
Chicago, Illinois 60601
Contact Phone 312-274-2075
pmccue@spplus.com

INNOVATION IN OPERATION

www.spplus.com

Village of Oak Park
Downtown Universal Valet Parking Pilot Program
SP+ Parking - Rough Estimates of Potential Program Revenue and Expenses - Assumes 2 Valet Stations*
Prepared December 23, 2015

	2016
Revenues	
Transient ¹	\$ 86,840
Other Income (Possible Advertising Revenue, and/or Local Business Sponsorships, Etc.)	-
Gross Revenue	\$ 86,840
Less Sales Tax (Assumes Village not Exempt from County Parking Tax)	(4,915)
Credit Card Fees	(3,039)
Net Revenue	\$ 78,885
Expenses	
Payroll & Related (Benefits, Taxes, Uniforms, Etc.) ²	\$ 163,321
Printing & Supplies	500
Repairs & Maintenance ³	4,600
License & Permits	-
Liability Insurance	8,617
Accounting Fees	900
Advertising & Publicity	500
General Expense (Includes 2 Mystery Shops per Month)	850
Start-Up Expenses ⁴	14,894
Total Operating Expense	\$ 194,182
Management Fee	
Base Management Fee	12,000
Incentive Management Fee ⁵	-
Total Management Fee	\$ 12,000
Expense Total	\$ 206,182
Net Operating Income	\$ (127,297)

*The above totals assume 2 valet stands/stations are open and staffed 12 hours per day 6 days per week.

Notes:

- ¹ Revenue total assumes 250 cars per week under 3 hours at \$5 each, and 35 cars per over 3 hours at \$12 each in year one.
- ² Payroll expense reflects 216 valet attendant hours per week and management oversight (3 valet attendants @ 12 hours per day @ 6 days per week).
- ³ Repair and Maintenance expense primarily reflects annual Flash Valet revenue system subscription costs.
- ⁴ Start-Up Expense includes cost for 2 podiums, 2 credit card acceptors, and 2 decorative light pole signs.
- ⁵ Please see our original proposal submittal for details on Incentive Management Fee structure.

Village of Oak Park Revenue Projections

	Current	Year 1	Year 2
Revenue Summary			
Transient			
Transient < 3 Hours	65,000	65,000	65,000
Transient > 3 to 12 Hours	21,840	21,840	21,840
Transient Weekend	-	-	-
Transient Early Bird	-	-	-
Transient Other 1	-	-	-
Transient Other 2	-	-	-
Transient Other 3	-	-	-
Transient Other 4	-	-	-
Subtotal Transient	86,840	86,840	86,840
Monthly			
Monthly Day	-	-	-
Monthly Night	-	-	-
Monthly Reserved	-	-	-
Monthly Other 1	-	-	-
Monthly Other 2	-	-	-
Monthly Other 3	-	-	-
Subtotal Monthly	-	-	-
Other Income			
Special Event	yes	-	-
Permit	yes	-	-
Violations	yes	-	-
Click and Park	yes	-	-
Free & Discounted	yes	-	-
Other Income	yes	-	-
Subtotal Other Income	-	-	-
Total Gross Revenue	86,840	86,840	86,840
Taxable Gross Revenue	86,840	86,840	86,840
Sales Tax	6.00%	(4,915)	(4,915)
Net Revenue	81,925	81,925	81,925

Period	Available Spaces	Overseer / Turns	Volume	Rate	Annual Rate Increase	Month / Days / Event	Current	Year 1	Year 2
Transient < 3 Hours									
Current	270	0.9	250.00	\$ 5.00		52	65,000		
Year 1	270	0.9	250.00	\$ 5.00	0.00%	52		65,000	
Year 2	270	0.9	250.00	\$ 5.00	0.00%	52			65,000
Year 3	0	0.0	-	\$ 5.00	0.00%	52			
Year 4	0	0.0	-	\$ 5.00	0.00%	52			
Year 5	0	0.0	-	\$ 5.00	0.00%	52			
Year 6	0	0.0	-	\$ 5.00	0.00%	52			
Year 7	0	0.0	-	\$ 5.00	0.00%	52			
Year 8	0	0.0	-	\$ 5.00	0.00%	52			
Year 9	0	0.0	-	\$ 5.00	0.00%	52			
Year 10	0	0.0	-	\$ 5.00	0.00%	52			
Total Transient < 3 Hours Revenue							65,000	65,000	65,000
Transient > 3 to 12 Hours									
Current	30	1.2	35.00	\$ 12.00		52	21,840		
Year 1	30	1.2	35.00	\$ 12.00	0.00%	52		21,840	
Year 2	30	1.2	35.00	\$ 12.00	0.00%	52			21,840
Year 3	0	0.0	-	\$ 12.00	0.00%	52			
Year 4	0	0.0	-	\$ 12.00	0.00%	52			
Year 5	0	0.0	-	\$ 12.00	0.00%	52			
Year 6	0	0.0	-	\$ 12.00	0.00%	52			
Year 7	0	0.0	-	\$ 12.00	0.00%	52			
Year 8	0	0.0	-	\$ 12.00	0.00%	52			
Year 9	0	0.0	-	\$ 12.00	0.00%	52			
Year 10	0	0.0	-	\$ 12.00	0.00%	52			
Total Transient > 3 to 12 Hours Revenue							21,840	21,840	21,840

