



Maximizing Urban-Core Parking with Private-Public and Private-Private Parking Agreements

Convening Findings

2015

Table of Contents

	Page
1 Convening Agenda.....	1
Evening: Wednesday, 5/20, 6:00 pm. -8:00 p.m.....	1
Day 1: Thursday, 5/21	1
Day 2: Friday	3
2 Convening Attendees	4
3 Convening Findings.....	7
What is Shared Parking?	7
Why Shared Parking?	8
Considerations	8
Shared Parking Agreement Types	10
Shared Parking Case Studies.....	13
4 Making Shared Parking a Reality	21
5 Making the Case for Shared Parking: Resources.....	24
6 Convening Presentation Materials.....	25
7 Shared Parking Agreement Examples.....	181

1 CONVENING AGENDA

EVENING: WEDNESDAY, 5/20, 6:00 PM. -8:00 P.M.

Drinks and light fare at [Burlington Flatbread](#), 115 St Paul St., 5 minute walk from Hotel Vermont

DAY 1: THURSDAY, 5/21

Conference Space: [Hilton Garden Inn](#), 101 Main Street, 8 minute walk from Hotel Vermont

8:00 am – 8:30 am

Breakfast at Hilton Garden Inn

8:30 am – 8:45 am

Welcome and Introductions

Jennifer Green and Nate Wildfire, City of Burlington

Erik Hoekstra, Development Manager, Redstone Commercial Group

Burlington Mayor Miro Weinberger

Lisa Jacobson and Jason Schrieber, Nelson\Nygaard

8:45- 9:00

Convening Overview and Agenda Review

9:00 – 9:30

Making the Case for Parking Agreements: Shared Parking in the Larger Context

9:30-10:30

Best Practices from Around the Country:

**Jill Valen, Director, Parking and Mobility
Services, Village of Oak Park – A Public Sector
Success Story**

**Ed Dondero, Director of Facilities, Biogen,
Cambridge, MA
Biogen and Private Sector Success**

10:30- 10:45 am

Break

10:45 – 11:45

**Participants Report-Out: What's Worked?
What Hasn't?**

11:45 am – 12:00 pm

Morning Wrap Up

12:00-1:00

Lunch (on own)

1:00 – 1:10

Afternoon Re-Group

1:10-4:00

**Three/Four Major Challenges (i.e. Liability,
Enforcement, Capital Costs):**

**Addressing Major Challenges: Specific
Solutions and Strategies**

2:30-2:45

Break

4:00

Teeing up Day 2 and Day 1 Wrap-Up

5:00 – 6:00

**Walking City Tour: Current Waterfront
Projects**

7:00

Dinner @ Hotel Vermont

DAY 2: FRIDAY

Conference Space: Hotel Vermont

8:00 - 8:30	Breakfast and Short Recap of Day 1
8:30 – 10:30	Using Various Draft Agreements as Tools to Create City Specific Workplans: Nelson\Nygaard Offers Slate of Different Agreements
	Small Group Work: Implementation Once Home – Creation of City Workplans
10:30 – 11:00	Report Out: Workplan Review
11:30-12:00	Next Steps
12:00	Adjourn

2 CONVENING ATTENDEES

Cambridge

Ed Dondero
Director of Facilities
Biogen
ed.dondero@biogen.com

Stephanie Groll
Parking and Transportation Demand
Management Officer
City of Cambridge
344 Broadway
Cambridge, MA 02140
Phone (617) 349-4673
sgroll@cambridgema.gov

Joe Barr
Director of Traffic, Parking, and
Transportation
City of Cambridge
344 Broadway
Cambridge, MA 02140
Phone 617-349-4700
jbarr@cambridgema.gov

Mike O'Hearn
90 Broadway, Suite 201
Cambridge, MA
02142
617-491-0709
mohearn@bostonproperties.com

Fort Lauderdale

Jeff Davis
Parking Operations Supervisor
City of Fort Lauderdale
Transportation and Mobility Department
Parking Services Division
Phone: 954-828-3797
JDavis@fortlauderdale.gov

New Haven

David Panagore
New Haven Parking Authority
Executive Director
50 Union Avenue, 2nd Floor East
New Haven, CT 06519-1752
dbpanagore@nhparking.com
(203) 946-8934

Oak Park

Jill Velan
Director
Parking and Mobility Services
Village of Oak Park
123 Madison Street
Oak Park, Illinois 60302
(708) 358-5752
jvelan@oak-park.us

Santa Monica

Francie Stefan
Strategic Planning & Transportation
Manager
Planning and Community Development
1685 Main Street, Room 212
Santa Monica, CA 90401
Francie.Stefan@SMGOV.net

Jason Kligier
Parking Administrator
Planning and Community Development
1685 Main Street, Room 212
Santa Monica, CA 90401
Jason.Kligier@SMGOV.net

Scott Schonfeld
Linwood Ventures
1640 5th Street, Suite 101

URBAN SUSTAINABILITY DIRECTORS' NETWORK CONVENING

Burlington, VT | May 21-22, 2015

Santa Monica, CA 90401
(310) 422-9042
scott@linwoodventures.com

Tucson

Jenn Toothaker
City of Tucson Department of
Transportation
201 North Stone Ave.
5th floor Tucson, AZ 85701
Jennifer.toothaker@tucsonaz.gov

James MacAdam
Policy and Planning Specialist
Office of Integrated Planning
149 N. Stone, 2nd Floor
Tucson, AZ 85701
City of Tucson
James.MacAdam@tucsonaz.gov
(520) 837-4068

Donovan Durband
Parking Manager
City of Tucson
110 E. Pennington St., suite 150
Tucson, AZ 85726-7210
520-791-5071
Donovan.Durband@tucsonaz.gov

Burlington

Nate Wildfire
Assistant Director Economic Development
Community and Economic Development
Office
149 Church Street
Burlington, VT 05401
nwildfire@burlingtonvt.gov
802-865-7179

Diana Colangelo
Economic Development Specialist
Community and Economic Development
Office

149 Church Street
Burlington, VT 05401
dcolangelo@burlingtonvt.gov
802-865-7187

Jennifer Green
Sustainability Coordinator
City of Burlington
149 Church Street
Burlington, VT 05401
jgreen@burlingtonvt.gov
802-865-7532

Pat Buteau
Assistant Director
Department of Public Works
645 Pine Street
Burlington, VT 05401
pbuteau@burlingtonvt.gov
802-863-6450

Chapin Spencer
Director
Department of Public Works
City of Burlington
Burlington, VT 05401
cspencer@burlingtonvt.gov
802-863-6450

Richard Haesler
Assistant City Attorney
149 Church Street
City Hall
City of Burlington, VT 05401
802-865-7121

Kelly Devine
Director
Burlington Business Association
29 Church St., Suite 305
Burlington, VT 05401
802-863-1175
Directorbba@gmail.com

Marian E. Fritz
Grandview Farms, Inc.,
P.O. Box 1304
Burlington, VT 05402

URBAN SUSTAINABILITY DIRECTORS' NETWORK CONVENING
Burlington, VT | May 21-22, 2015

802-862-1611 or 802-373-7952.

Grandview.farms@yahoo.com

Rev. Peter Cook
First Congregational Church
38 South Winooski Ave.
Burlington, VT 05401
802-862-5010
pcook@firstchurchburlington.org

Nelson\Nygaard: Consulting Team

Lisa Jacobson
77 Franklin St.
10th Floor
Boston, MA 02110
ljohnson@nelsonnygaard.com
617-521-9406

Jason Schrieber
77 Franklin St.
10th Floor
Boston, MA 02110
jschrieber@nelsonnygaard.com
617-521-9403

3 CONVENING FINDINGS

The findings in this section were developed in advance by the consulting team and by attendees at the convening.

WHAT IS SHARED PARKING?

What is shared parking? What types of shared parking agreements exist?

Shared parking makes parking spaces accessible rather than reserved for a particular group. These opportunities typically occur between a public and private entity, or multiple private entities. However, shared parking can get complicated, quickly, as there are multiple types of arrangements:

- Private leases to public
- Public leases private
- Private leases to private
- Public allows other public
- Private sells to public
- Public sells to private
- Public requires private
- Public incentivizes private
- Private funds public
- Joint development
- And more

The most common shared public-private parking agreements allow owners of private parking lots, which often serve customers within a specific timeframe, to open their parking lots to the public during other times. This can benefit the community, because it provides additional parking without the city having to construct it; and can benefit the private lot owner, because if parking charges are collected, the owner can collect some or all of the revenue.

Building owners use a variety of arrangements, including:

- facilities are made available to the public at all times
- facilities are made usually available to the public at all times, but enough capacity is reserved to ensure space for monthly permit holders (resulting in "Garage Full: monthly permit holders only" signs seen outside garages)
- spaces are rented to the public only when the businesses in the building are closed (reserving the facilities for employees and customers)

- spaces are rented to the public only on a long-term basis (e.g. month-to-month), in order to minimize security concerns about access to locked garages

WHY SHARED PARKING?

Attendees discussed the importance of making the case for why shared parking is important and what the benefits are. Together, the group brainstormed a list of the most compelling reasons for the importance of shared parking in communities:

- Efficiency of resources (more from less – supply, ops cost, etc.)
- Revenue sharing
- Better management
 - Through economy of scale (science and professionals can save us)
 - Improved customer experience
 - Providing availability to certain user groups in the right places
- Available parking at all times
- Enhanced parker experience (all users) in downtown
- Increased economic activity & vitality
- Reduced development costs & more land area (for buildings, open space, and other land uses)
- Increased public/private trust and cooperation
- Longer stays that boost merchant & restaurant business
- Reduced congestion, pollution & driving/parking demand
- More inviting public realm and vibrant street life

CONSIDERATIONS

Convening attendees discussed the issues and complexities involved in evaluating the opportunities for shared parking. Considerations ranged from the content included (or not included) in agreements, to short and long term considerations of entering into an agreement.

Included in Agreements

- Term and Extension
- Use of Facilities (location, times, users, etc.)
- Maintenance (responsible parties, categories, cost share)
- Operations (responsible parties, revenue allocation, customer service, etc.)
- Utilities and Taxes (responsible parties, cost share)
- Signage
- Enforcement/Security (type, responsible parties, etc.)
- Cooperation/Communication
- Improvements (rights, cost share, duration, etc.)
- Insurance

- Indemnification (during times of control!; parties, litigation cost share)
- Termination/Cancellation

Other Considerations

- The reputation/image of the City/Authority
- Regulatory & minimum design standards (zoning, other regulatory structures, data reporting)
 - The need to tackle zoning first & have your data support
- Leases (current tenant relationships/ retention, previous lease agreements, competition for leasing)
 - Private terms are dictated by the local market and particularly the local objectives
- Specifics (history, personalities, ownership)
- Taxes/financing (property valuation/ assessment, more taxes, bank financing)
- Development (changing/growing development, land banking)
 - Private-private structures: to facilitate development, or to facilitate economic development. The City is the holder of an agreement for community benefit, but not involved for pure development facilitation.
 - Joint development: public fronting garage construction capital in return for public parking; private getting capital discount in return for doing private ops/maint
- The story (making the case, information/knowledge/ education)
 - Have a kickoff with shared partner to determine needs, ala carte options, base standard of care
- Parking WITH multimodal environment
- Parking competition (free adjacent parking)
- Apps and other technology
- Staffing/capacity

SHARED PARKING AGREEMENT TYPES

Public Leases Private

The municipality or public entity would directly lease parking from a private landowner or entity for use of public parking or a specific need (e.g. events). This may mean that the entire facility or part of the facility is open for public use, or that the facility is publicly available for certain hours or days of the week. These types of stipulations may vary by facility and need from both parties.

Get started by:

- Meeting with landowners to determine needs
- Developing a base standard of care for maintenance and operations
- Developing standard packages that can be adapted/refined
- Creating a standard legal agreement with terms and conditions that can be adapted/refined

Factors

Leesor/ Leesee	Terms & Extension	Use of Facilities	Maintenance	Operations	Enforcement & Security
Public	Evaluate return on investment (per individual facility or system as a whole)	Need available hours (and number of spaces) to be ample enough for investment	Evaluate added cost of maintenance and operations	Revenue collection; posting signage; could include maintenance	May assume enforcement role (if no gate)
Private	Long enough to ensure adequate return on investment May want to ensure terms that allow for potential redevelopment	Need to ensure base user can get use at end of sharing period (need to provide flexibility in extenuating circumstances)	If maintenance and operations already exists and is effective, it will likely want to be continued	If maintenance and operations already exists and is effective, it will likely want to be continued	Not necessary if gated (already can tow)

Private Leases Private

A private entity would work directly with another private entity to lease parking. The municipality or a third party may be involved for facilitation purposes. This arrangement works particularly well with land uses that have complementary uses/parking demand, or between facilities where one has an excess of parking supply. These arrangements may include the entire facility or part of the facility. These types of stipulations may vary by facility and need from both parties.

Get started by:

- Defining goals and objectives of municipality and shared parking purpose
- Defining role for the municipality, if any
- Understanding zoning impact (may not include municipality, but may trigger zoning or other review)
- Exploring real estate agents or property management companies as brokers, including identification of supply/demand sharing gaps
- Identifying nature of the terms of agreement are primarily dictated by the market
- Developing local case studies to serve as examples

Factors

Leasor/ Leesee	Terms & Extension	Use of Facilities	Maintenance	Operations	Enforcement & Security
Public	May be approached for transition plan or facilitation if needed May be needed as a resource or due to parking requirements	If zoning/waiver needed	Could be contracted for maintenance	Annual reporting	If ticketing needed
Private	3-year term, no out (typical) Up to 5 years with 90-day cancel	Entirely private	Landlord	Shared costs or landlord	Shared costs or landlord (may be on as-needed basis)

"A La Carte" Shared Parking

The "a la carte" approach lays out a range of options for each major shared parking consideration. This provides a menu of options that set boundaries to work within when determining various stipulations in shared parking agreements. These options can be used in public/private and private/private agreements.

Get started by:

- May not include municipality, but may trigger zoning or other review
- Define goals and objectives of municipality and shared parking purpose
- Define role for the municipality, if any
- Explore real estate agents or property management companies as brokers, including identification of supply/demand sharing gaps
- Nature of the terms of agreement are primarily dictated by the market
- Develop local case studies to serve as examples

Options

- Permit parkers
- Enforcement only
- Maintenance
- Utilities
- Operations
- On the map
- Revenue equipment
- Improvements
- Revenue sharing

Factors

Leesor/ Lessee	Terms & Extension	Use of Facilities	Maintenance	Operations	Enforcement & Security
Public and/or private	Initially 1-3 years with exit clause (longer term agreement should have more flexibility) Some form of revenue sharing	Establish consistent use patterns Use technology to leverage flexibility Exceptions for special events	Base standards of care Allow special clauses (i.e. plowing completed by a certain time) Standard assessment of each facility	Overall system consistency, branding, etc. Taking on operations task; removing the nuisance for small operator Consistency of each offering Signing	Various levels of service: <ul style="list-style-type: none"> ▪ Tickets ▪ Towing? ▪ Consistency with overall system ▪ Security

SHARED PARKING CASE STUDIES

Oak Park, IL

The Village of Oak Park, adjacent to the west side of Chicago, has one of the most progressive parking management programs in the country. The Town offers several parking programs geared towards employees, downtown residents, customers, and commuters using a combination of publicly and privately owned parking facilities. The Village manages about 8,000 parking spaces, 1,000 of which are privately owned but managed by the Village.

Privately-owned but publicly-available parking is prevalent in the Village center. This shared parking method includes nearly 30 different parking lots and landowners. The shared parking is managed in an equal fashion to the Village owned facilities. The arrangements with each landowner are fairly standard: the Village maintains and snowplows the lots, manages the signs, installs payment technology, collects revenue when applicable, and enforces parking payment through the Police Department. The Village collects the revenue, subtracts the administrative, operations, and maintenance costs, and splits the remaining funds with the landowner 50/50. Lease lengths are typically no more than three years.

Additionally, the Village is currently working with a private developer that is constructing a residential building with structured parking. The developer is looking to build 270 units and provide 270 residential parking spaces. The spaces would be leased separately ("unbundled") from the residential units. The parking garage is expected to have about 340 total spaces (which replaces the ~300 surface spaces that exist today). During the day, the garage is expected to be used for public parking, plus Zipcar. The Village is working towards a deal to jointly operate this garage as well as another upcoming private development project. The Village is also requiring other developers to include some public parking in their development projects.

Complementary programs in Oak Park include:

- On-street long-term permit parking, including resident and non-resident permit rates
- Permit rates with higher than national norms to maximize curbside management
- Discount employee parking program in garages
- No time limits on-street (curbside managed by pricing)
- Pay by cell payment technology
- Bike share (2016), partially funded by parking revenues

Resources:

- Parking lot and zone guidelines: <http://www.oak-park.us/village-services/parking/parking-lot-zone-guidelines>
- Parking and vehicle services: <http://www.oak-park.us/village-services/parking-vehicle-services>
- Parking passes: <http://www.oak-park.us/village-services/parking/parking-passes>
- Map: <http://www.downtownoakpark.net/parking-map/>

Biogen, Cambridge, MA

Biogen is a global biotechnology company with its headquarters in Cambridge, MA. Biogen located in Cambridge's Kendall Square neighborhood in 1983, long before the district was

inundated with biotech and other R&D companies. Today, of the company's 7,500 employees, 3,200 work in Cambridge. Depending on Biogen's continued investment in research, it is possible that the employee base could triple in the next several years.

In an urban, already-constrained environment, Biogen has made substantial investments in how its employees get to and from work. There are some hurdles: most of the Cambridge employees (about 90%) have typical 9-5 M-F schedules, with little flexibility in shifts. However, the company has reduced its parking ratio per employee since it moved to Cambridge in 1983. Biogen has responded to employees that have called for more choice and flexibility in getting to and from work.

Biogen's core transportation demand management (TDM) programs include a combination of transit passes, park and rides with shuttles, and a "flex out" option. The company offers a transit subsidy of up to \$245 per month per employee, which can be also used to pay for parking at transit stations. Park and ride shuttles are located in five convenient locations to pick up employees before they drive to Kendall Square. Shuttles include amenities such as wifi, coffee, and satellite TV. Shuttle riders have access to park three times per month in the Biogen facilities. The newest option, the "flex out" is a cash-out program that offers \$150 per month to employees who do not drive or get a transit pass. The flex option is becoming more popular, as Biogen recently increased the cash out from \$100 to \$150 per month.

Biogen also offers complementary programs such as Guaranteed Ride Home and the EZ Ride shuttle. There are on-site showers and lockers, a Hubway bikeshare station, and on-site daycare.

The percentage of employees taking advantage of the core TDM programs has shifted over the past few years: parking pass participation dropped 10% to 62% of employees; transit pass participation fell 5% to 23%; recently added programs have increased (6% park and ride and 9% flex option).

Cambridge's nationally recognized Parking and Transportation Demand Management (PTDM) Ordinance (<http://www.cambridgema.gov/CDD/Transportation/fordevelopers/ptdm.aspx>) has helped support companies like Biogen reduce the number of parking spaces needed as well as promote TDM programming.

Sacramento, CA

The City of Sacramento has actively and strategically sought shared parking agreements with private lot owners, with the support of the city managers and elected officials. As of spring 2015, the City has agreements with 21 privately owned parking facilities, with at least a dozen more potential agreements in the pipeline. Currently leased facilities include:

- The East End garage: owned by the State of California, these 600 spaces, located in an area with active night life, are available to the public after 4:30 pm and on weekends.
- The REA building: adjacent to the Sacramento Station, this facility controls a surface lot built for their tenants. The lot is contiguous with the station lot, with the property line dividing the parking lot. The City proposed that REA lease 50 spaces to the City, with their tenants then renting them back from the City. The lot is divided into short-term parking for retail tenants, and long-term parking for the station.
- Greyhound and Inland America private lots: these lots were originally built for tenants and patrons of these buildings that are now open to the public.

- Two surface lots attached to County regional parks: these lots are now under management by the City, including all enforcement.

The City sees several financial advantages to the public/private parking agreements. Although the agreements vary from one lot owner to another, they generally involve the City assuming all the enforcement and liability aspects of parking with the understanding that the majority or all of the spaces are then publicly available (some 24/7, others during non-peak).

The City uses two typical models for shared parking agreements:

- **Enforcement only:** City enforces the private lot only; no management fee and no revenue sharing. Private owners give right of entry to City.
- **Full management:** City manages private facility as if it is its own, including revenue collection, insurance, citations, branding, and maintenance.

Initially, the City may take on the cost of upgrading the facility to meet regulations, and also pays labor costs. As soon as the lot starts being profitable, the City starts paying itself back; once the City has broken even, they may share the profits with the lot owner (depending on the agreement). Based on the system as a whole, the City is currently breaking even on managing parking lots.

The City already has the staff to enforce parking citations and registration violations, so taking on the enforcement in private garages provides a new revenue stream for the City.

Parking fees offer a separate revenue stream. The City freely sets the pricing in several cases to a minimum break-even financial point. Parking rates are driven by demand; with the exception of mid-town (demand at this time is not high enough to support higher fees) but as demand increases, fees will rise.

Another financial advantage is the reduced need to build more expensive parking lots and structures. By creating public parking in existing private lots, the City is not pressured to build more expensive lots, and land which otherwise would go to parking lots can be used to further the smart growth goals of the City.

Each shared parking agreement is designed for the specific situation, so the terms vary from lease to lease, though a standard template is used to cover revenue sharing, time restrictions, and spatial restrictions. Lease terms are generally month to month.

Some privately built garages are initially designed to keep the public out, so physical improvements might be required to allow public access or separated public/private access. In these cases, the City can make the improvements for the owner, and then pay itself back through parking fees. This kind of agreement can make the shared parking arrangement more attractive for the lot owner.

The biggest barrier to owners entering these agreements is concern about liability and property damage. Insurance can be assumed by the owner, the City, or a third party; because the City of Sacramento is self-insured, the City is happy to take on the liability.

The City discourages (but does not prohibit) developers from building stand-alone parking. If the proposed parking is in a “hot spot” – an area with good current and future commercial activity – then the Parking Department is brought into the discussion early in the process. The City is willing to share in the cost of parking in exchange for public use, and is actively discussing this with projects that are in the early phases, particularly some new residential developments.

The City estimates that with 10,000 spaces under shared parking agreements, and 7,000 spaces owned by the City, the municipality's savings are more than \$40 million, and its revenue from the shared facilities is more than \$1 million annually.

Manayunk, Philadelphia, PA

The Manayunk Special Services District (MSSD) was established in the mid 1990s to create a clean, attractive, safe, and well-managed business district. The MSSD functions similarly to a business improvement district (BID). MSSD leases and manages five parking lots, mostly from the City of Philadelphia. The organization uses these lots to support Manayunk's businesses and large visitor base.

The BID's parking lot leases include five lots with varied stories:

1. City gave a lot to MSSD (43 spaces); MSSD manages the lot, including operations and maintenance, signs, and lighting.
2. Lease of one private property lot, where it is leased with help of a local bank. The lot was paved, connecting two property owners. The MSSD operates and maintains this lot, and has since paid back the initial paving costs (interest free). This lot has recently changed owners, but is still open to the public.
3. MSSD leases another lot, which it has improved and continues to manage, maintain, and operate it for public parking.
4. Leases SEPTA lot (190 spaces). MSSD improved the lot and has operated and maintained it for a decade. The lot has gone out to bid for other operators, but MSSD currently manages it.
5. Leases a 60 space lot from the City; MSSD improved lot and manages ongoing operations and maintenance.

The leases range from 1-2 year leases to month to month leases. The MSSD takes on the risk of improving and maintaining lots, even those with month to month leases. The ongoing operations and maintenance work also includes signage and lights.

The MSSD contracts with a third-party for parking management; it is the same company that the City of Philadelphia uses. MSSD made this conscience choice to maximize flexibility for staff purposes. The MSSD also decided to not engage in the day-to-day operations of parking management, but hire out for a package of services. The MSSD pays the third-party operator an annual fee that covers insurance on all of the leased parking lots.

The MSSD charges below market rates to support downtown businesses, though parking revenue is 30% of the total MSSD revenues. The organization would expand its parking net and lease additional parking lots if/when available.

West Concord, MA

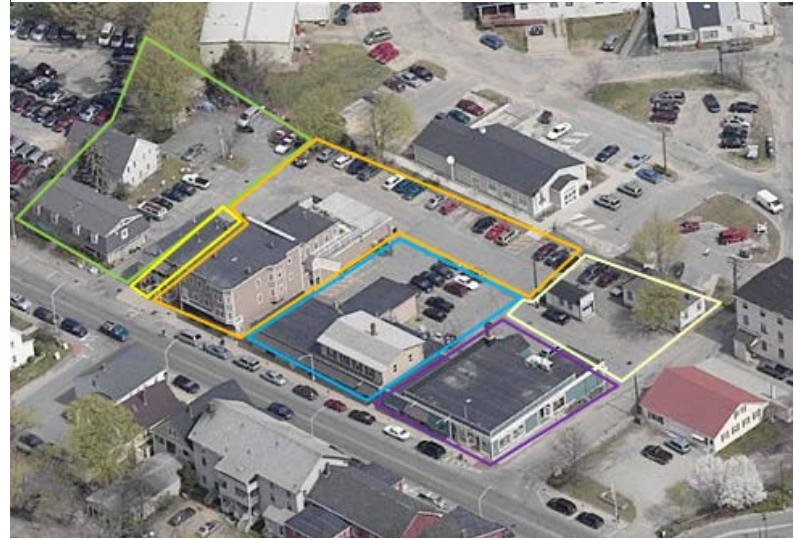
In 1999, in an effort to better manage and use existing parking in West Concord Village, four neighboring retail landowners on Commonwealth Avenue approached the Town of Concord for a special permit to share their respective parking lots. Previously the various lots had been managed independently, with ad hoc regulation and access according to the needs of the various businesses. The Town approved the permit, allowing the owners to operate their lots as one

single parking area, rather than multiple lots with different rules and spaces. This shared parking lot was designed to share management costs, and to allow customers to use the lot for the associated businesses without needing to move their car. It was agreed that management costs would be split 45/45/5/5, in proportion to the size of the landowners' holdings.

The new parking lot has made considerable success lowering costs per square foot, providing an improved parking area, and offering enhanced parking choices for customers. The owners of the lot have shared the costs of snowplowing for the area according to the split described above. In addition they have improved signage for the lots, paved the area, and installed drainage systems in the process.

By combining the multiple lots into one parking area, the owners were further able to remove one of the driveways and thus added a brick pedestrian pathway running from the sidewalk to the parking lot. In practice this shared parking lot has been a boon for the business environment in West Concord, allowing customers to use one parking space for what would be otherwise be multiple spaces.

West Concord Shared Parking Area



New Haven, CT

The Parking Authority in New Haven, in an effort to avoid the expansion or construction of new parking facilities in the downtown area, decided to focus on demand management in lieu of new parking construction. Through a parking and mobility study, Park New Haven found that the downtown area already had an ample supply of parking with room to grow over the next 10 years. In lieu of building new parking facilities, Park New Haven, in partnership with the City, upped its efforts to improve mobility by making New Haven a better place to walk, cycle, and ride transit. The Parking Authority and City, in partnership with major employers, are working to reduce demand through mobility interventions, and coordinated, district-level demand reduction programs. The Parking Authority is also aiming to improve livability by encouraging focused investment in walkable urban environments that encourage people to move to New Haven, while further providing many of the services and amenities that existing residents requested.

The shift away from the auto-dependency paradigm has meant an estimated demand reduction of 1,000 to 3,000 parking spaces. At a conservative estimate of \$30,000 per space, this demand reduction could result in the savings of tens of millions of dollars from deferred parking construction, which can be invested elsewhere in the New Haven community. The change in thinking of how parking should be considered in New Haven has allowed for an improved downtown environment and positioned the City and Authority to be more flexible in how it addresses transportation needs. This shift will allow for improved safety throughout the area, with an improved bicycle network and pedestrian amenities, in addition to better transit connections in the downtown area.

West Hartford, CT

In 1960 the Town of West Hartford led a consolidation effort to improve the parking that served businesses on Farmington Avenue. Under the Town's encouragement and recommendation, the lots for several businesses were combined into one single parking lot. While these lots were privately owned, the Town successfully lobbied the owners to consolidate their various parking lots by agreeing to maintain lots, including the striping, snow removal, and other aspects. In exchange for the continued effort by the Town, these lots function as paid, public parking. The effort by the Town of West Hartford allows for expanded public parking through cooperation with local parking lot owners, and provides an improved lot for those businesses served by the shared lot.

Coconut Grove, Miami, FL

The City of Miami sought to mitigate parking and development pressures in the popular shopping and entertainment district of Coconut Grove through flexible parking requirements. The City demands that developers or property owners select one of following three options to fulfill their parking requirements:

- Provide off-street parking
- Contract off-street parking spaces elsewhere
- Pay in-lieu fees

Most chose the third option. Under this scenario, businesses pay \$50 per space per month to the City. The City in turn uses the fees to provide shared, structured parking, to improve transit service to the area, and to enhance pedestrian amenities. Through such flexible requirements the City is able to encourage and maintain a more pedestrian friendly environment, and maintain the character of the neighborhood.

Walnut Creek, CA

The City of Walnut Creek enables shared public-private parking operations, but is not directly involved in the management or contracting of operations.

Shared public-private parking has been driven by the private sector: 70% of the downtown parking supply across 25 city-certified downtown lots is private parking, all managed by one operator. The operator, Regional Parking, was the catalyst for opening up underutilized supply after hours to public use for a fee, identifying the potential for private owners and operators to capitalize on underutilized supply after business hours.

The after-hours operations, enforcement, and collection of revenue are contracted to the private operator. Many of the lots are metered to set time limits, and enforced by the operator. The operator may issue invoices for overdue fees or parking without payment. Mail-in invoices are limited by the ordinance to \$20. One example is the Bank of America parking lot, which is available to customers only and free of charge during the day, and open to the public for a fee in the evenings.

The City's role in enabling the operation of this public-private supply is simply to establish and enforce codes to ensure the site has proper signage before it is used by the public for a fee. The Private Parking Lots Ordinance requires all private lots to be certified by the City and defines

signage requirements. The City takes no part in management, enforcement, or collection, and as such has no liability and insurance responsibilities.

The City does not actively approach private owners to increase the supply, although they do rely on the private sector to provide much of the downtown parking, both through this type of shared-public parking and through in-lieu fees. The City has found more and more businesses are seeking to capitalize on their parking, adding a few certified public-private lots each year.

The City had to establish a policy on who had the right to provide public-private shared parking for a fee, as well as to set the standard for adequate signage so customers could be clear on what service they were using, when they could use it, and how much it would cost, as well as set a limit to the maximum cost per day. There have been complaints from the public, but according to the Public Services Parking Garages Manager, the shared public parking practice is working well.

Pasadena, CA

Old Pasadena has gained a reputation for being a pedestrian-friendly, vibrant downtown that combines a mix of uses with easy automobile access. Much of the area's success can be attributed to its parking management policies that have spawned a wide variety of streetscape improvements and new opportunities for increased transit ridership and development.

Revenue collected through an in-lieu parking fee program has helped to fund two public parking structures, and provided a public contribution to a private structure that is open to the public. These in-lieu fees provide only a small portion (5%) of the funding needed to build and operate the structures, but they do create the link between the waiver in minimum parking requirements and the provision of public parking.

A five-floor garage (one floor underground) on North Raymond Street is owned by the Marriott Corporation, which uses the at-grade and above-ground portions of the garage for hotel guests. The City leases the subterranean portion of the garage, which is open to the public 24/7. The subterranean and above ground portions of the garage are on separate revenue control systems, have well-marked separate entrances, and are managed separately. As with all Pasadena-owned parking lots, the public parking structure provides 90 minutes of free parking, and then charges \$2 per hour up to a maximum of \$6 per day, and a \$5 flat rate after 10 p.m. This provides short-term spaces for visitors who are unwilling to pay the \$1 per hour charge for metered spaces.

By leasing these spaces, the City has converted private parking limited to one user type into public parking. This public parking supply is shared between different uses, fostering greater efficiency in the parking supply using, and reducing the demand for expanded capacity.

In another public-private arrangement, the City has built a garage on land owned by the First Baptist Church, and leases public spaces back from the church. Prior to automating the parking payment system in 2007, the church received free parking at the garage. Since automating the system, there is a \$5 flat daily rate from 4pm Friday to 5am Monday. In 2023, the lease on the garage expires, and the garage will have lived its useful life; at that point, ownership reverts to the church.

Arlington, VA

The private sector provides most of the public, off-street parking in Arlington County. County planning staff is reluctant to develop stand-alone public parking facilities, in part as a response to decades of minimum parking requirements that have created a consistent surplus of parking in

most of its transit and mixed-use, commercial corridors. In most cases, market opportunities have led the owners of over-parked developments to find ways to open up their parking to the public — either during off-peak hours, or even during peak-use hours when there has been capacity.

County Planning staff has responded by encouraging, and when possible rewarding or even requiring, such practices as a means of generating well-distributed public parking across its key commercial corridors without having to invest in new facilities.

Within Site Plan Agreements for new development amid its Metrorail corridors, the County will often require that some or most on-site parking be shared and open to general public parking during specified times. The County has also used Parking Development Agreements in conjunction with joint-development projects to ensure well-managed, public parking is included within facilities providing accessory parking to private development. Finally, the Columbia Pike District form-based zoning code outlines minimum requirements for shared-parking for all private development.

In each case, the County's Parking Manager must try to ensure that as many management issues (including pricing, physical, and operational issues) are addressed as early as possible to ensure that "shared public parking" actually functions as shared public parking. In some cases, the impact of spaces built as shared parking has been undermined by access issues such as facility operating hours, staffing, configuration, and access management. In the most common scenario, parking facilities that primarily serve buildings with regular weekday operating hours (Monday – Friday, 9:00 AM – 5:00 PM) resist the added cost and liability of keeping facilities open to public parking after hours. Nonetheless, the County continues to seek to provide public shared parking within large facilities as its primary strategy for generating public shared parking in its transit corridors.

Montgomery County, MD

Beginning in 1947, Montgomery County began to create parking lot districts, or PLDs, in Bethesda, Montgomery Hills, Silver Spring, and Wheaton. These four PLDs were created in high parking demand areas such as business and commercial areas, with the emphasis on controlling local parking requirements, and maximizing parking efficiency. Each PLD is created with its own enterprise fund with the various privileges. Each PLD:

- Receives all parking revenue, including citations
- Includes revenue from ad valorem tax/parking benefit charge
- Funds can be used to finance mixed-use development projects, transit service, NMT, lighting, streetscape, etc.

The PLDs function, in part, to lessen the need for parking expansion and to encourage the efficient use of existing parking. Businesses, in lieu of creating their own parking supply, can pay fees that are used to finance the construction and management of parking spaces in centrally located public garages that service various developments. These fees allow for the consolidation of parking spaces, and the maximization of parking use. Though Montgomery County policy does not encourage the building of publicly owned or managed garages, the County may use this revenue to finance publicly accessible spaces in appropriate private garages.

4 MAKING SHARED PARKING A REALITY

To introduce some shared parking into the system was met with the question "Where do I start?". Although every community and process is different, the team identified 10 key steps to making shared parking a part of the conversation and transportation system.

10 Steps to Making Shared Parking a Reality **Summary:**

1. Identify the need (do a pro forma, count cars, data data data)
2. Basic educational materials
3. Build a coalition (identify a champion, talk to all stakeholders)
4. Identify the obstacles (zoning, prior arrangements, perception, etc.)
5. Develop the regulatory framework (zoning, authority, partnership, etc.)
6. Develop shared parking resource library
7. Develop targeted marketing & educational materials
8. Find a pilot project
9. Establish quasi-independent sharing entity/responsibility
10. Reporting & monitoring (make people happy – be transparent!)

10 Steps to Making Shared Parking a Reality **Details:**

1. **Identify the need (do a pro forma, count cars, data data data)**
 - Purpose
 - Facility expansion?
 - Cost-effectiveness?
 - Reducing parking demand?
 - Resolving user conflicts & complaints?
 - Identify the actual need/market
 - Parking utilization study
 - Citation data
 - On-going monitoring
 - Do a cost & revenue pro forma (will this pencil out?)
 - Sufficient reserve to cover under-performance? (factor this into the overall parking system)
 - Sufficient user base to fund arrangements + more?
 - Considerations include new assessed valuation, cost to terminate existing relationships, legal fees, improvement costs, maintenance/operations costs
2. **Basic educational materials**
 - Parking economics
 - Land use trade-offs
 - Economic opportunity

- Downtown livability
 - Customer convenience
 - Etc.
3. **Build a coalition (identify a champion, talk to all stakeholders)**
 - A champion(s) (and replacements!)
 - Businesses
 - Land owners
 - Employees
 - Residents
 - Developers
 - Banks
 4. **Identify the obstacles (zoning, prior arrangements, perception, etc.)**
 - Base code or special permit?
 - Licensure?
 - Lease termination?
 - Improvement costs?
 - Operations/maintenance?
 - Opposition? (NIMBY, favoritism, privatization, land banking...)
 5. **Develop the regulatory framework (zoning, authority, partnership, etc.)**
 - Shared parking ordinance
 - Licensing, assessing, etc.
 - Design guidelines
 - Municipal department, BID, Authority, enterprise, private operator?
 - Funding streams, improvement fund, community benefits
 6. **Develop shared parking resource library**
 - Sample language
 - Indemnity information
 - Insurance information
 - Zoning/property rights retainage
 - Precedents
 - Reasonable comparables for the banks
 - Other tools
 7. **Develop targeted marketing & educational materials**
 - Branding
 - Economic development marketing
 - Business attraction marketing
 8. **Find a pilot project**
 - Proof of concept
 - Supportive stakeholders

- Community acceptance
- 9. **Establish quasi-independent sharing entity/responsibility**
 - Maintenance/Operations (including ala carte)
 - Signing/Information (include technology)
- 10. **Reporting & monitoring (make people happy – be transparent!)**
 - Evaluate actual parking demand/parking utilization study for this facility and surrounding parking areas; compare to baseline
 - Evaluate citation data
 - Evaluate actual revenues and expenses
 - Create case study

5 MAKING THE CASE FOR SHARED PARKING: RESOURCES

Many great resources already exist to help make the case for sharing parking. Here are some of the favorites:

Source	Link
ITDP: What is shared parking?	https://www.itdp.org/wp-content/uploads/2014/12/Shared-Parking_ITDP.pdf
Shared Parking: TDM Encyclopedia	http://www.vtpi.org/tdm/tdm89.htm
Urban Land Institute	Shared Parking (book)
GA Shared Parking Toolkit	http://www.dca.state.ga.us/intra_nonpub/Toolkit/Guides/SharePrkng.pdf
Leasing Property primer	http://www.referenceforbusiness.com/small/Inc-Mail/Leasing-Property.html
Shared Parking in Union Square	https://unionsquaremain.org/wp-content/uploads/2013/08/Shared-Parking-Report-Czerwinski-reduced.pdf
Parking Management: Strategies, Evaluation and Planning	http://www.vtpi.org/park_man.pdf

6 CONVENING PRESENTATION MATERIALS

USDN Parking Convening 2.0

Making the Case for Parking Agreements: Shared Parking in the Larger Context



Jason Schrieber and Lisa Jacobson, Nelson\Nygaard
Burlington, VT | May 21, 2015



Permit Parking Only



Sinners Will Be Towed
At Owners Expense
Pat's Towing 617.354.4000

Somerville, MA

RED ZONE

DON'T
EVEN
THINK
OF
PARKING
HERE

SP-149C

DEPT. OF TRANSPORTATION

New York, NY





Lexington Center Parking



Arlington, VA



Washington, DC

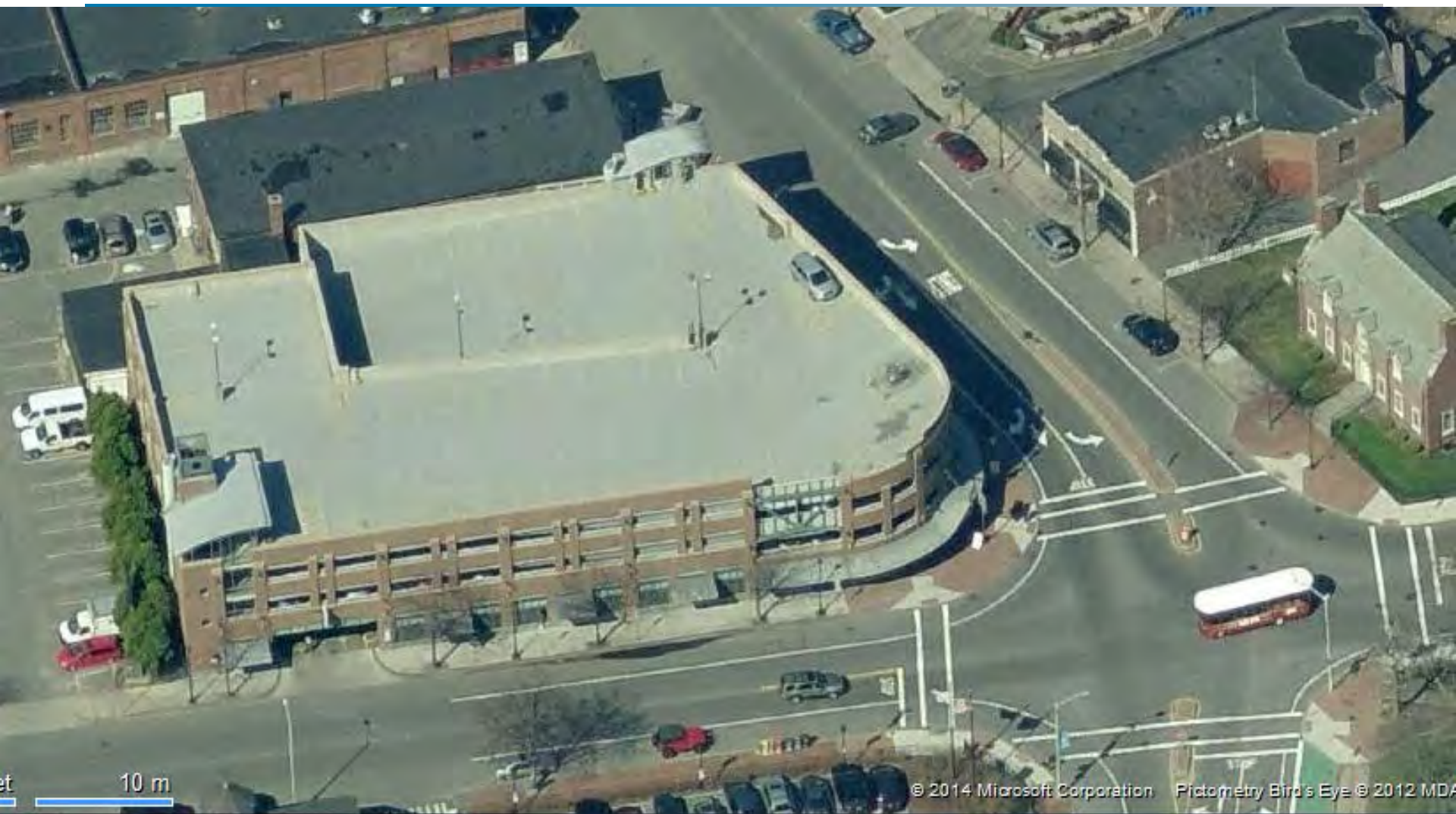


Berkeley, CA

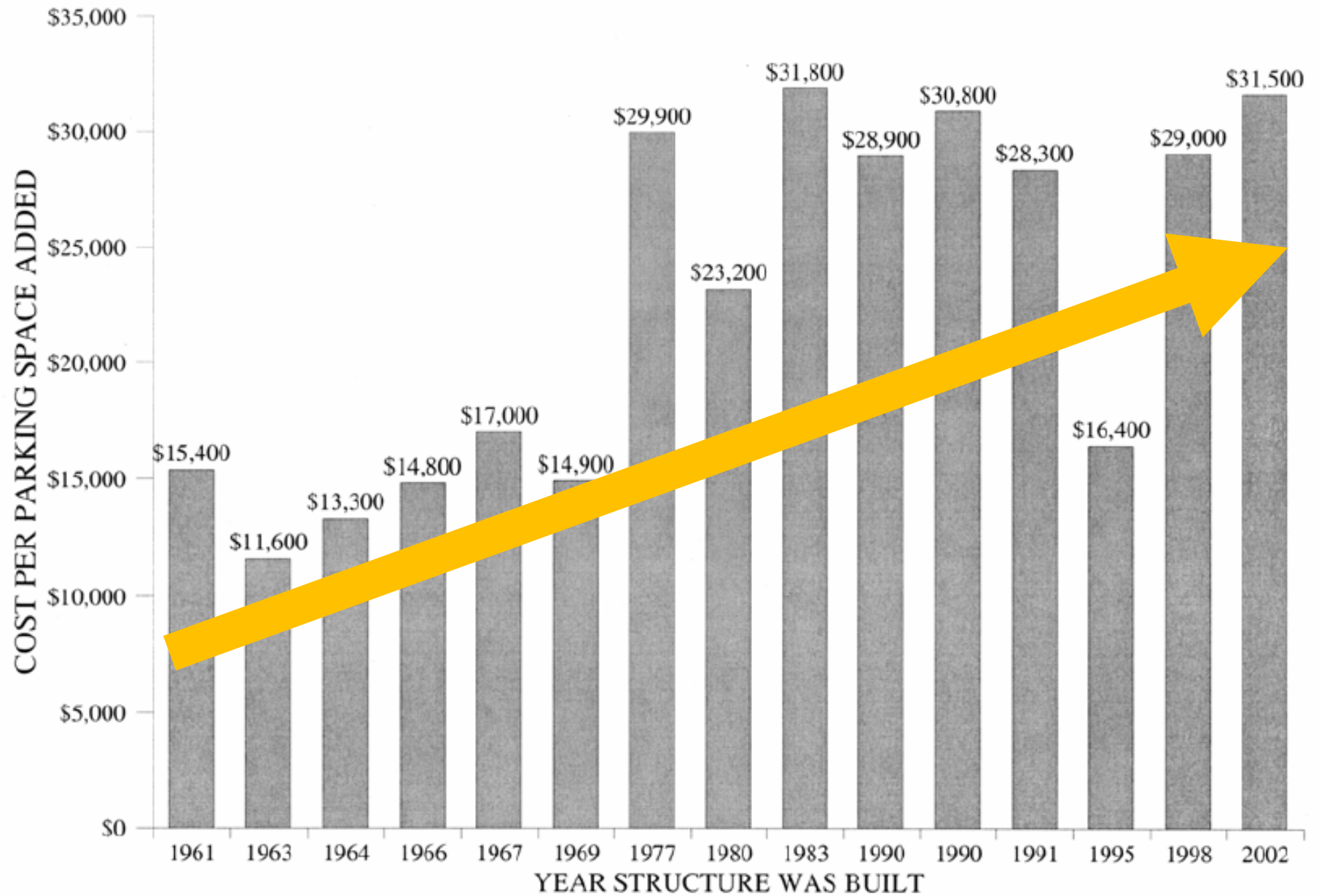
Lexington



Unutilized Remote Parking is a Wasted Asset



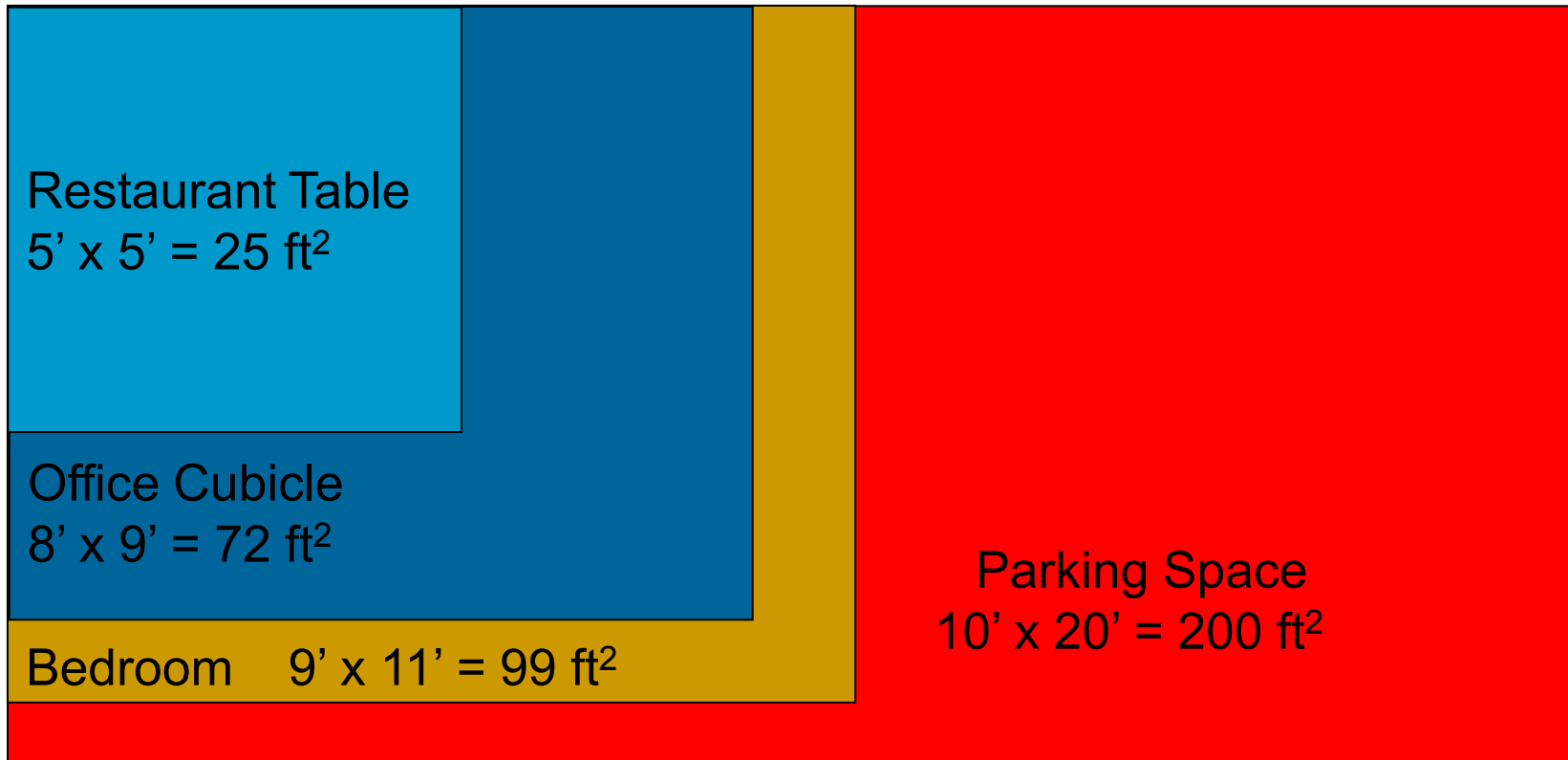
COST PER PARKING SPACE ADDED (\$2002)



Brown, Hess and Shoup 2003

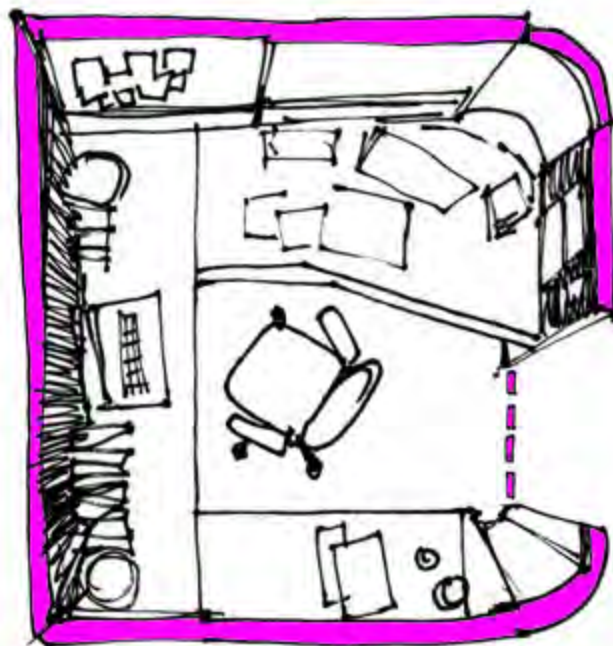


What Land Value Are We Losing?

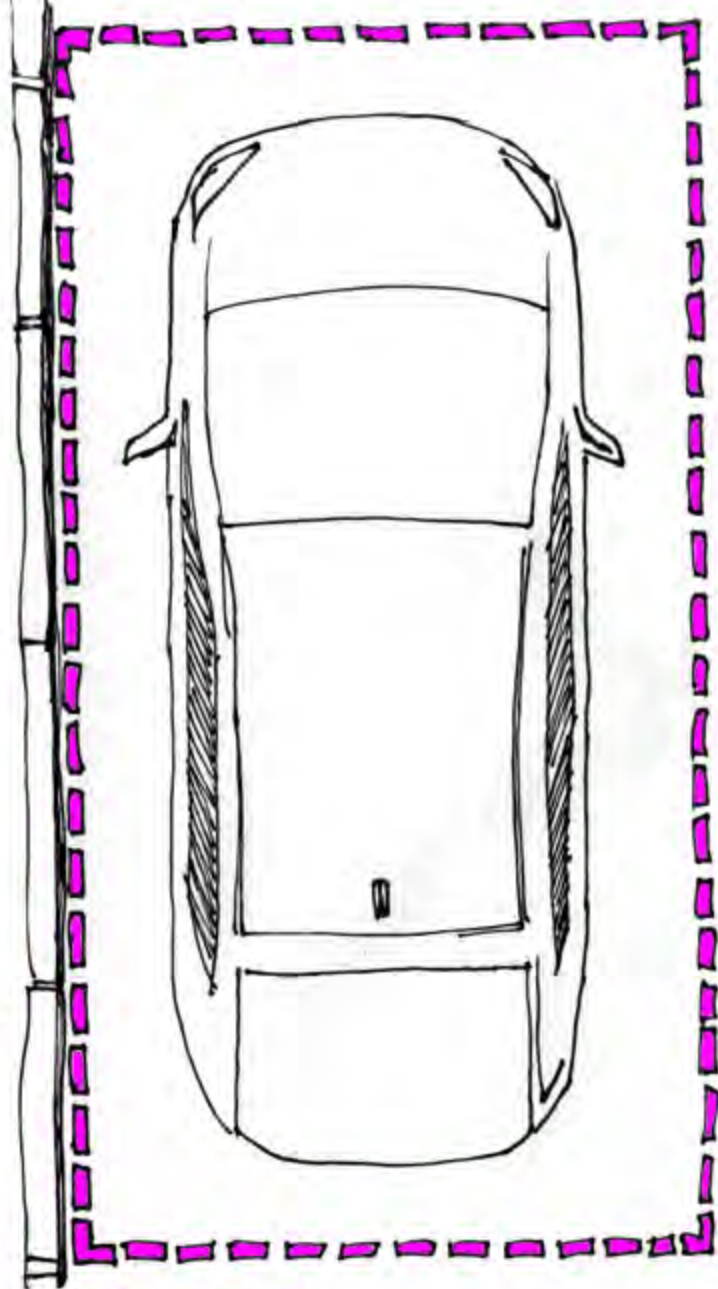




25
square feet



72
square feet



200
square feet

Why Plan for other Modes?



Cars on a street

Why Plan for Other Modes?



People in Cars

So *You* Can Drive



People on a bus

So *You* Can Drive



People on bikes



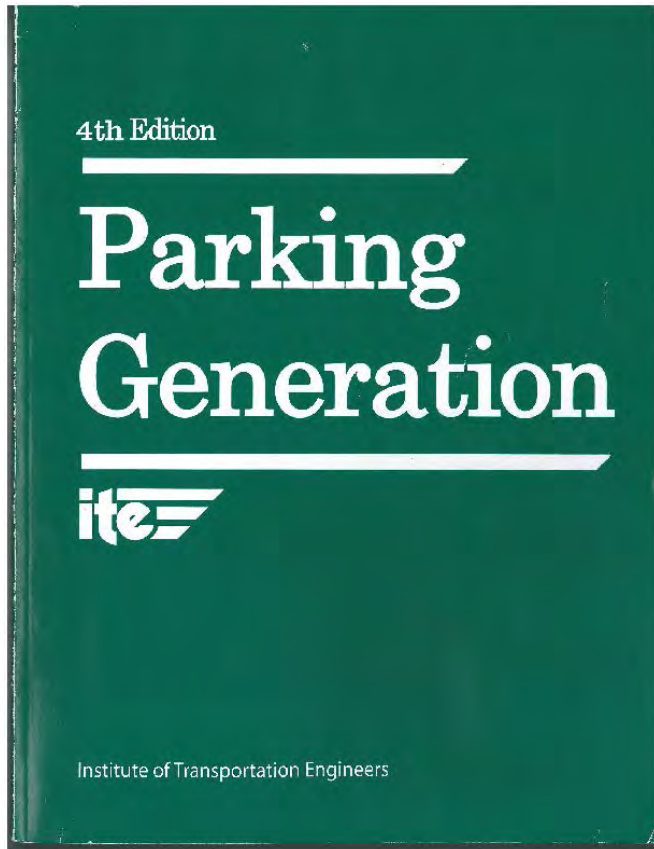
Audi's Autonomous Car

4th Edition

Parking Generation



Institute of Transportation Engineers



- The parking generation rate is the peak parking occupancy observed at a site.
- Data are derived from single-use suburban developments with free parking and little or no transit ridership.

4th Edition

Parking Generation



Institute of Transportation Engineers

FIGURE 2

FAST FOOD RESTAURANT WITH DRIVE-IN WINDOW (836)

Peak Parking Spaces Occupied vs: 1,000 GROSS SQUARE FEET
LEASABLE AREA

On a: WEEKDAY

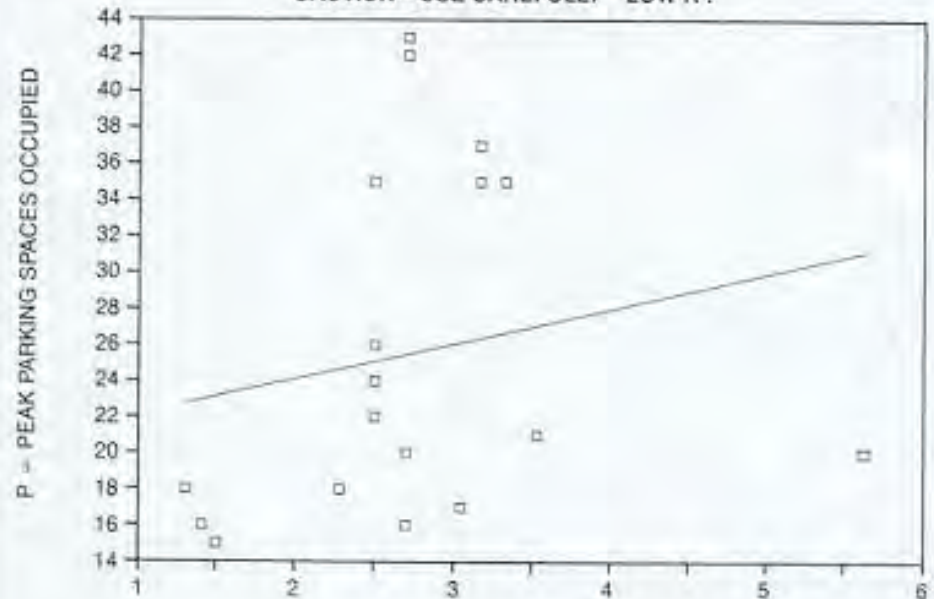
PARKING GENERATION RATES

Average Rate	Range of Rates	Standard Deviation	Number of Studies	Average 1,000 GSF Leasable Area
9.95	3.55-15.92	3.41	18	3



DATA PLOT AND EQUATION

CAUTION—USE CAREFULLY—LOW R².



X = 1000 GROSS SQUARE FEET LEASABLE AREA
□ ACTUAL DATA POINTS — FITTED CURVE

Fitted Curve Equation: $P = 1.95(X) + 20.0$
 $R^2 = 0.038$



Minimum Parking Requirements - Source



Example: Office Parks

Peak Occupancy Rates, in
spaces per 1000 sf of
building area:

	Lowest: 0.94 spaces
Average:	2.52 spaces
Highest:	4.25 spaces

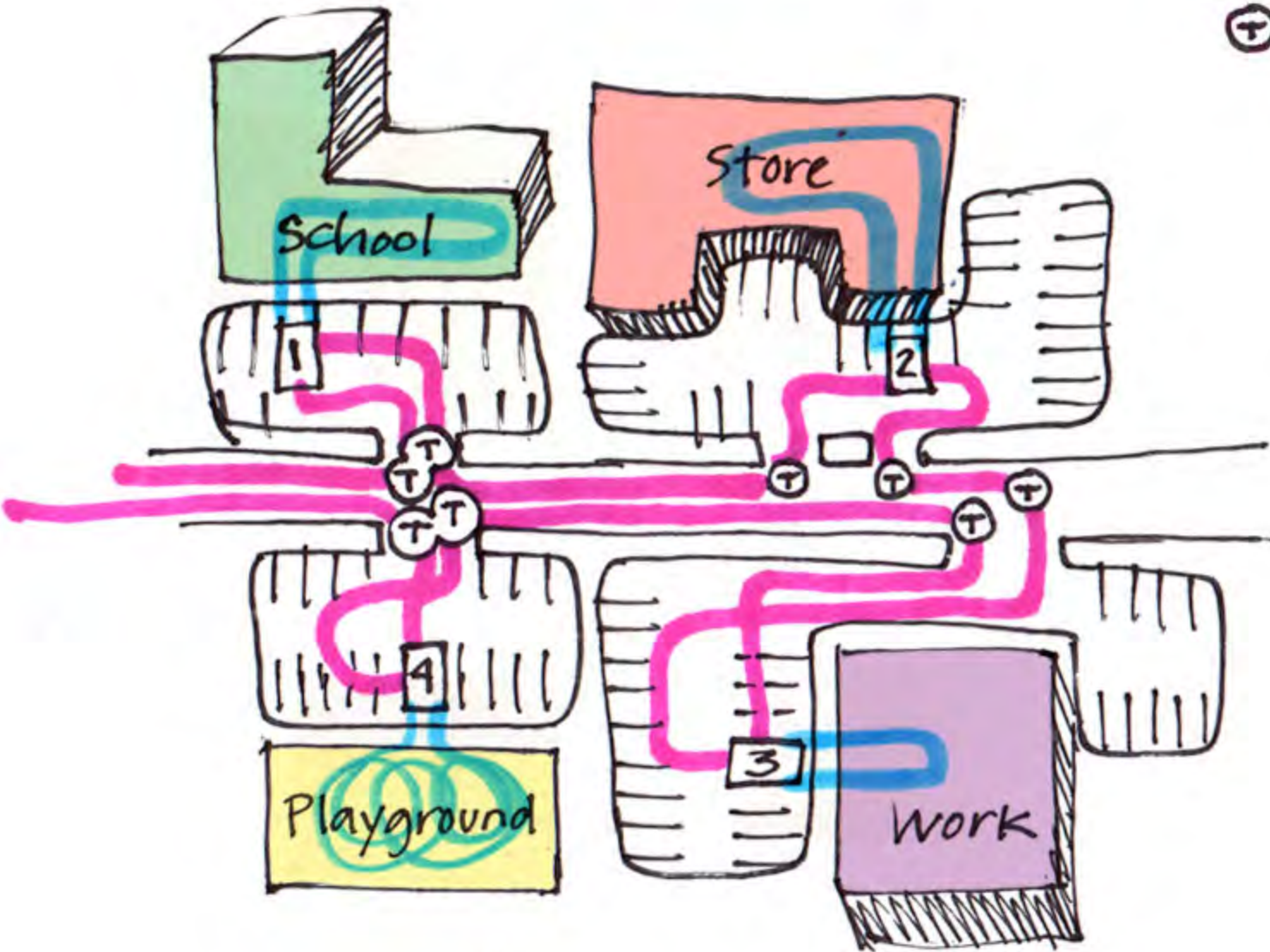
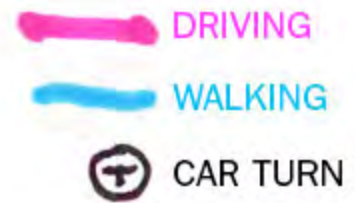
Typical requirement:

4.0 spaces/1000 sf

Real observed demand in downtowns around the US

Source	Locations	Average Non-Residential Peak-Hour Demand
Nelson\Nygaard	California & Washington State (Chico, Palo Alto, Santa Monica)	1.75
Marshall and Garrick	Rural New England (Brattleboro, Northampton, West Hartford, Avon, Glastonbury)	1.84
Bay Area MTC	San Francisco Bay Area	1.73
Average		1.77

Conventional Development

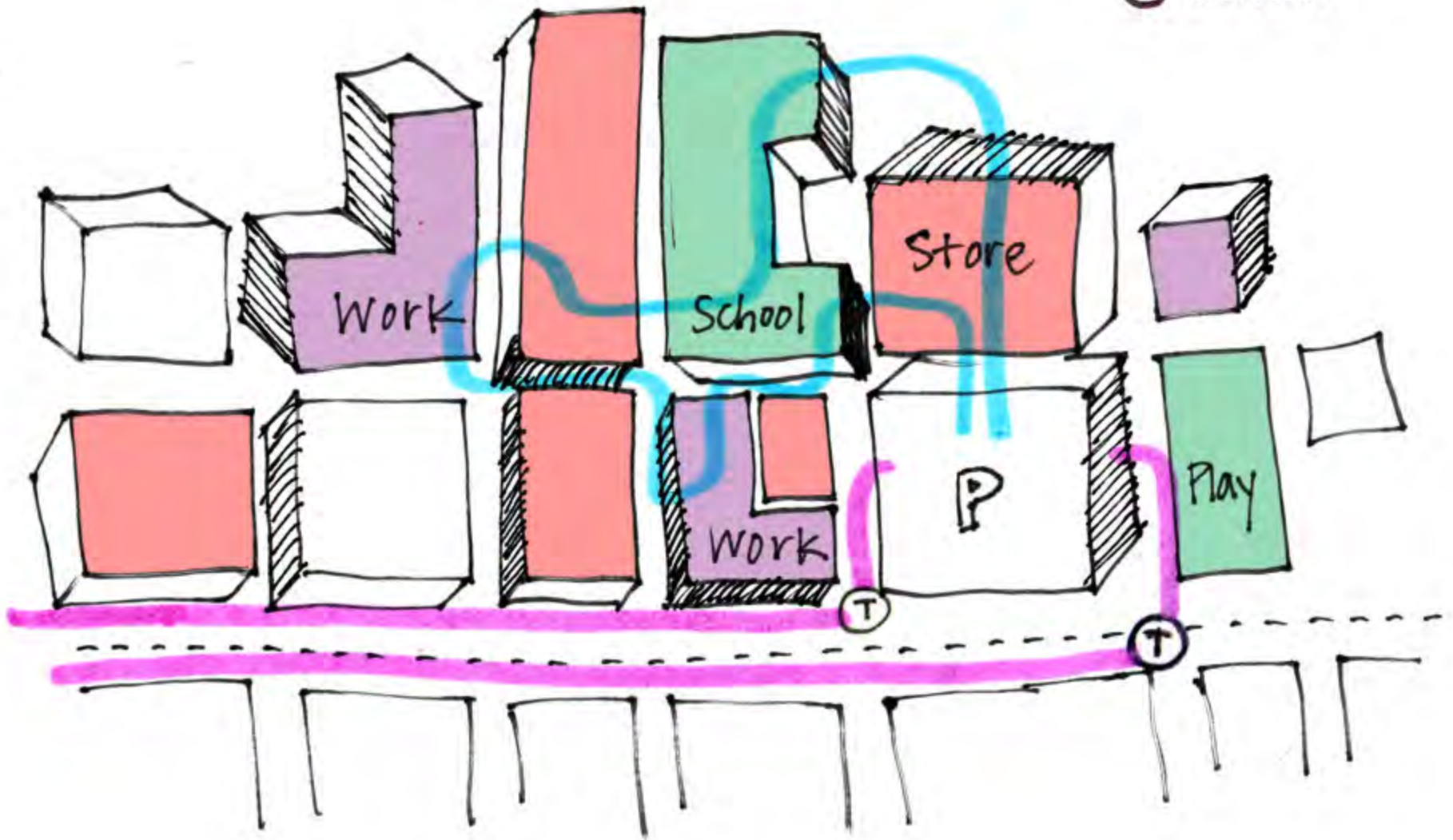


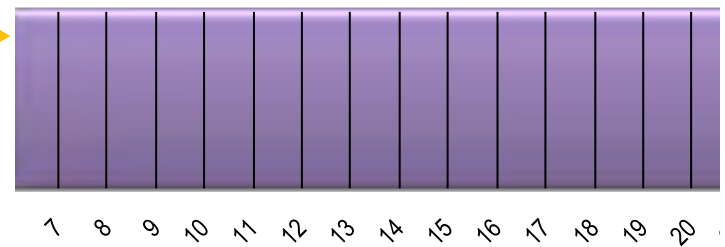
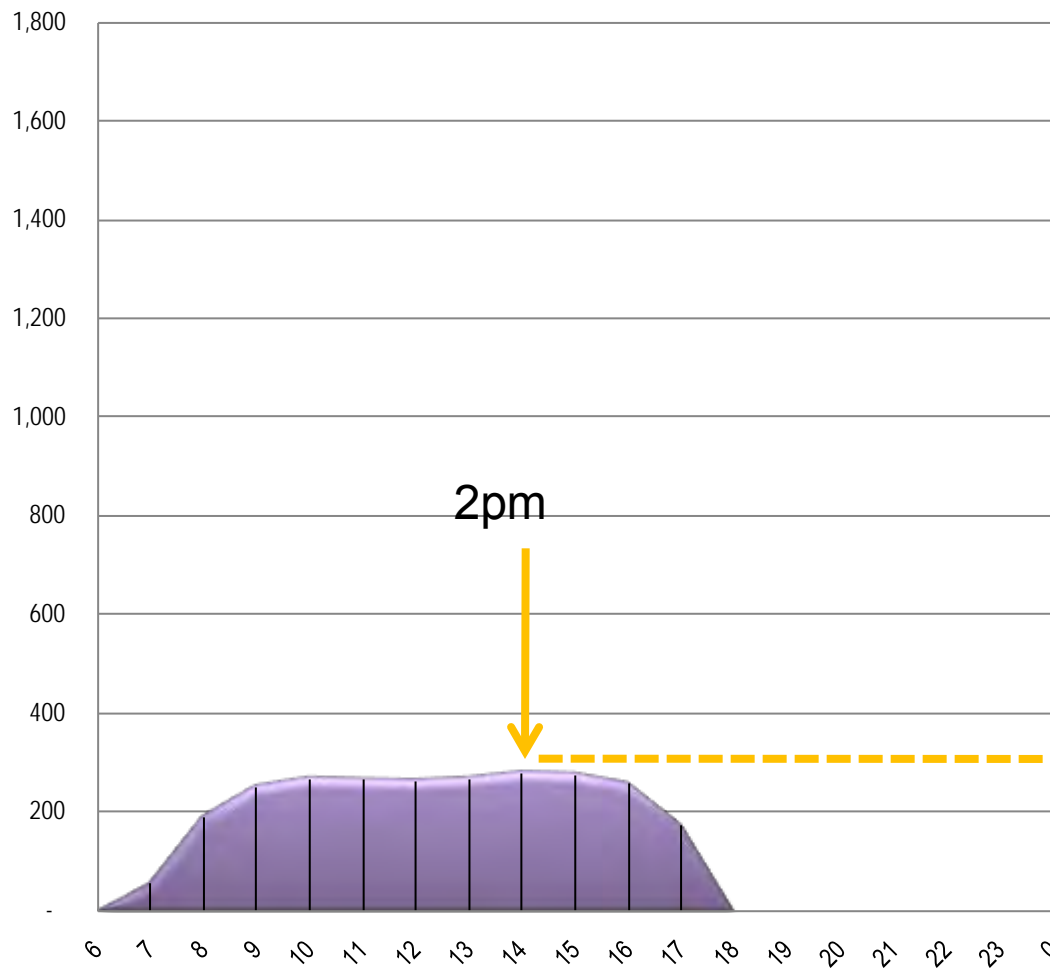
Mixed Use – Park Once Development

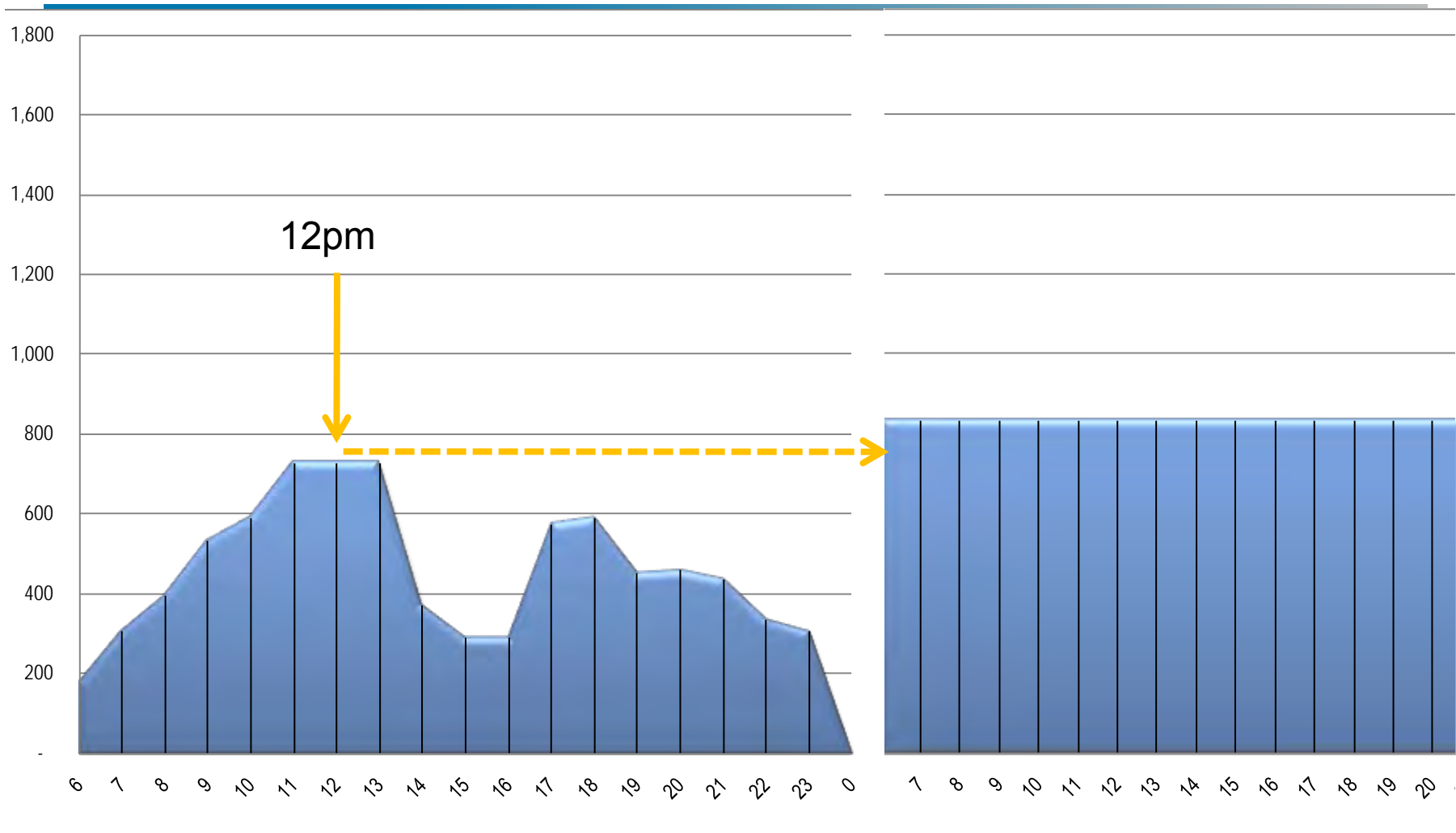
DRIVING

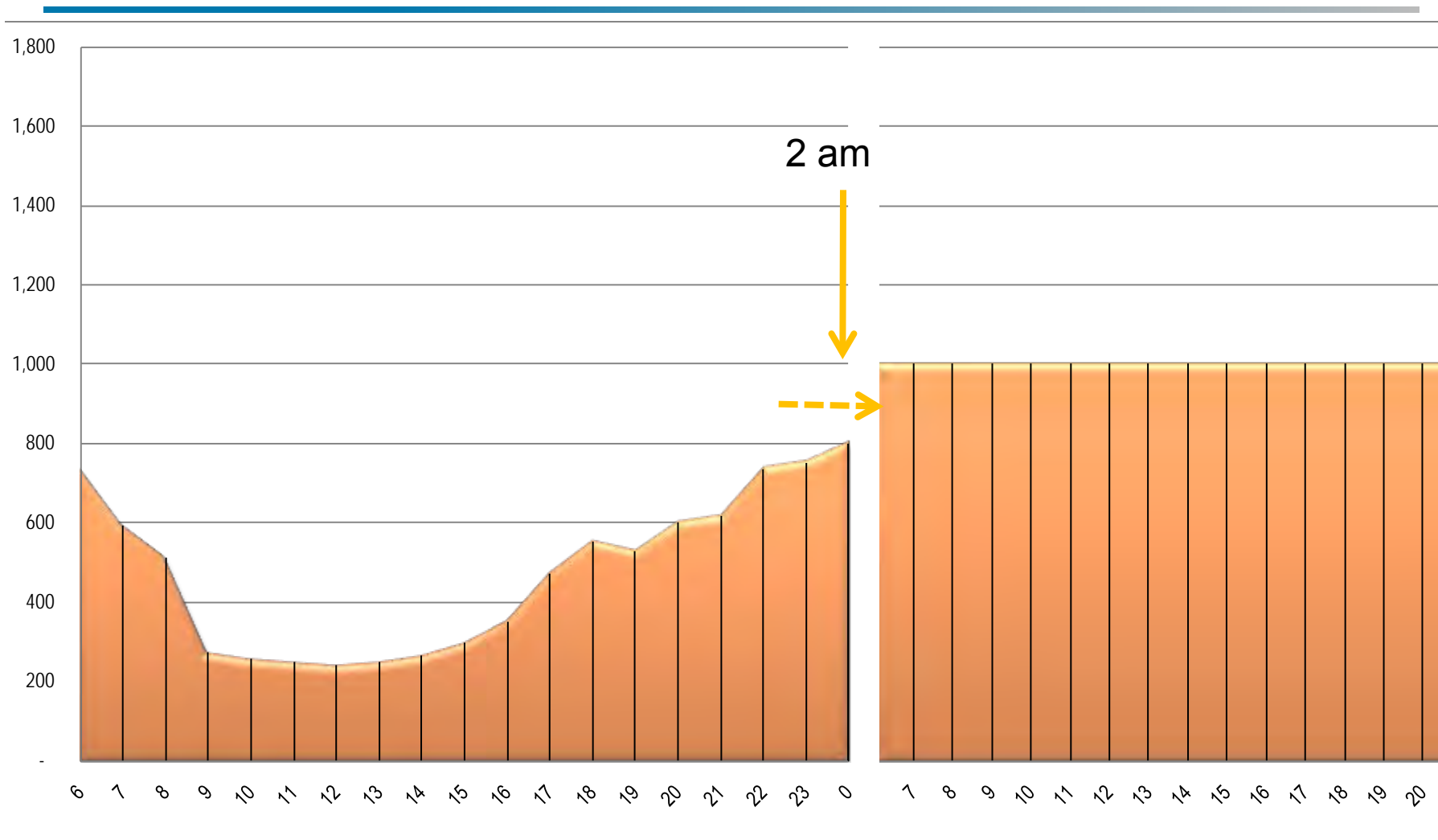
WALKING

CAR TURN

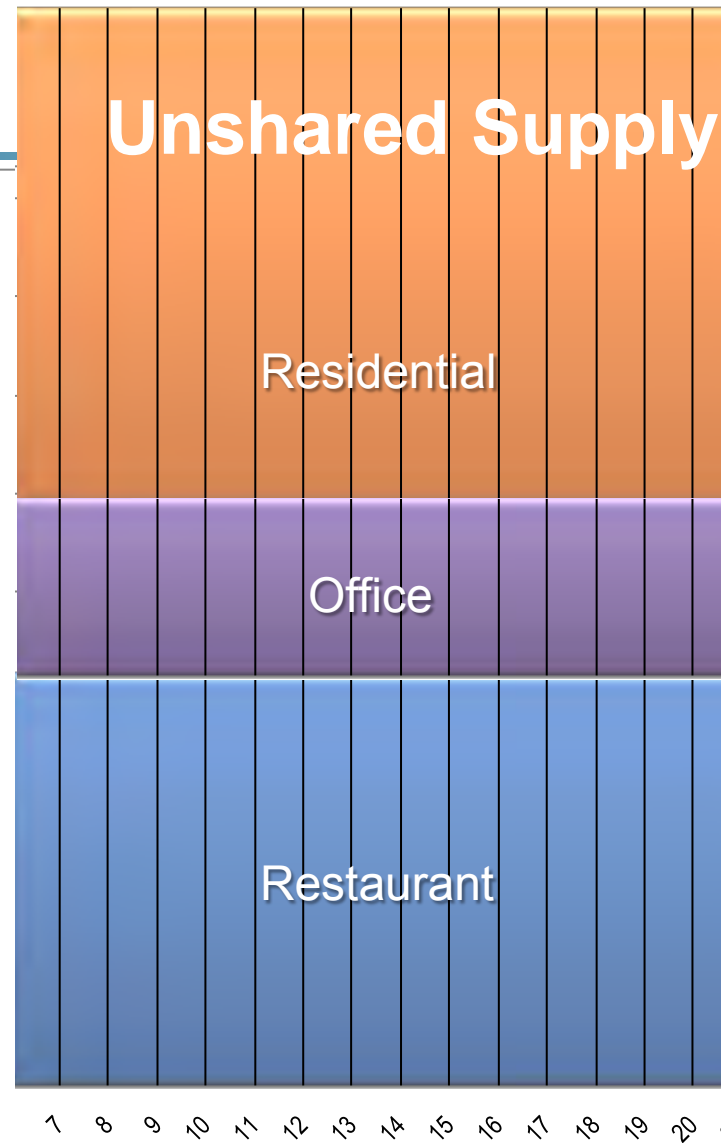








Shared Uses:

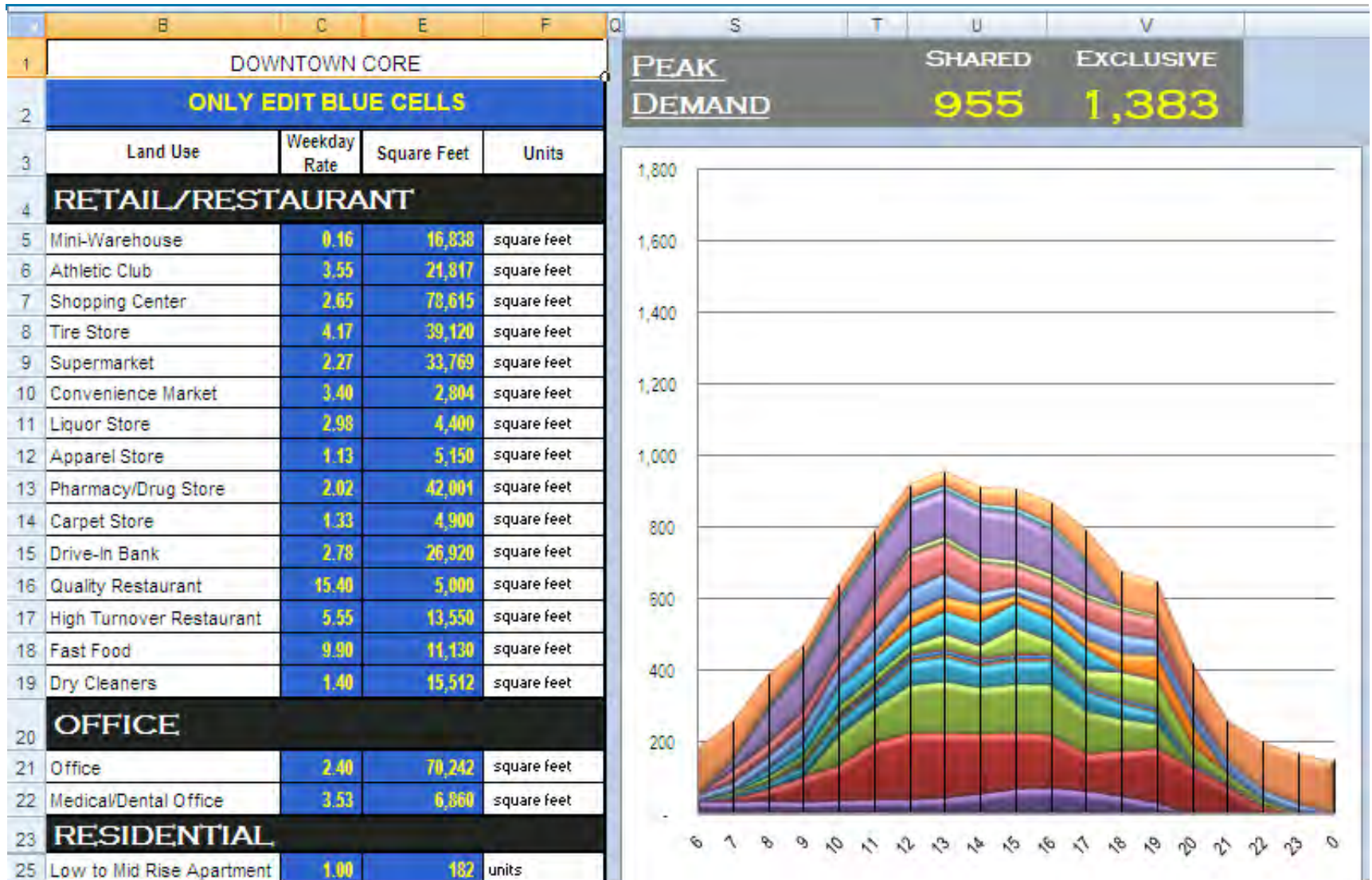


Shared Parking Principles:

- Permit a developer to provide less than the minimum parking normally required if two or more uses have peak demand at different times of day or day of week



ULI Shared Parking Model



Needham, MA: Shared Parking Pilot

Parking Management

Regulations

- 2 Hour Meter
- 2 Hour Parking
- Buddy
- Commuter Permit
- Customer
- Employee
- Newton Wellesley Primary Care
- No Parking
- No Parking 7am-4pm
- Private
- Senior Center
- Tenant
- Walgreens
- Walgreens (with 8 Reserved)



Needham, MA: Shared Parking Pilot

Parking Management Regulations

-  2 Hour Meter
-  2 Hour Parking
-  Employee



Needham, MA: Shared Parking Pilot

Parking Management

Regulations

- 2 Hour Meter
- 2 Hour Parking

Employee



Sample Formula for Mixed-Use Parking Credit

	Weekday			Weekend	
	Night	Day	Evening	Day	Evening
	Midnight-7AM	7AM-5PM	5PM-Midnight	6AM-6PM	6PM-Midnight
Residential	100%	60%	90%	80%	90%
Office/Industrial	5%	100%	10%	10%	5%
Commercial retail	5%	80%	90%	100%	70%
Hotel	70%	70%	100%	70%	100%

- Multiply the normal requirement for each use by the percentage
- Sum the values for each column
- Highest column total is the effective requirement

Progressive Shared Parking Code – Montgomery County

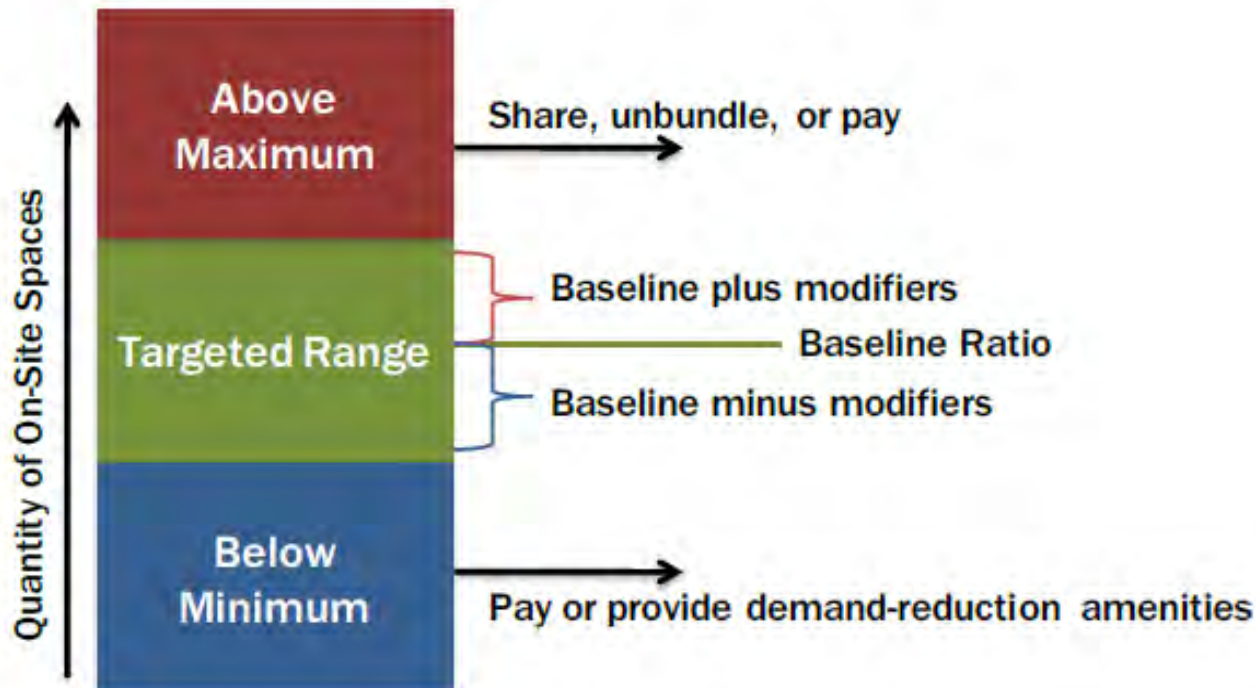
		New Requirements							
				Mixed-Use Feet First		Transit-Friendly		Other Districts	
Category	Existing Requirements	Metric	Type	Zone 1		Zone 2		Zone 3	
Residential				Min	Max	Min	Max	Min	Max
Single Family	3 plus 1 additional min. for 3,000 SF+	DU	Shared	-	-	-	-	-	-
			Reserved	1.00	2.00	2.00	3.00	2.00	4.00
Multi-Family	1 per studio/ 1bedroom unit 2 per 2/3 bedroom unit 3 per 4+ bedroom unit Plus: Min. of 2 guest spaces for each 4 units, up to 12 1 per each 4 units for 13th to 48 th unit 1 per each additional 6 units above 48	DU	Shared	0.75	3.00	1.00	3.25	1.25	3.50
			Reserved	1.00	2.00	1.25	2.25	1.50	2.50

Progressive Shared Parking Code – Montgomery County

		New Requirements							
				Mixed-Use Feet First		Transit-Friendly		Other Districts	
Category	Existing Requirements	Metric	Type	Zone 1		Zone 2		Zone 3	
Non-Residential				Min	Max	Min	Max	Min	Max
Office Commercial	4 per every 1,000 SF of floor area	1,000 GLA	Shared	1.00	3.50	1.50	4.25	2.00	5.00
			Reserved	1.50	2.50	2.00	3.00	2.50	3.50
Retail Commercial	4 per every 1,000 SF of floor area	1,000 GLA	Shared	1.00	3.50	1.50	4.25	2.00	5.00
			Reserved	1.50	2.50	2.00	3.00	2.50	3.50
Restaurant	4 per 1,000 SF or 1 per 3 seats where seating numbers designated	1,000 GLA	Shared	2.00	5.00	5.00	12.50	8.00	20.00
			Reserved	2.50	4.00	7.50	10.00	12.50	15.00
Hotel/ Resort	1 per guest room, plus 2 per resident manager, plus 1 per 20 rooms	Guest Room	Shared	0.50	1.50	0.75	1.75	1.00	2.00
			Reserved	1.00	1.25	1.25	1.50	1.50	1.75
All Other Uses	See Zoning Code		Shared	Established by special review					

Montgomery County, MD

- Sets minimums and maximums
- Mins: number of spaces needed to support on-site uses in shared-parking environment
- Max: greatest number of spaces that should be needed as reserved spaces without burdening the shared supply



PASSENGER DROP OFF/PICK UP



Overland Park Plaza

Sprint World Headquarters

Glenwood St

Sprint Pkwy

W 119th St

© 2013 Google

© 2013 Europa Technologies

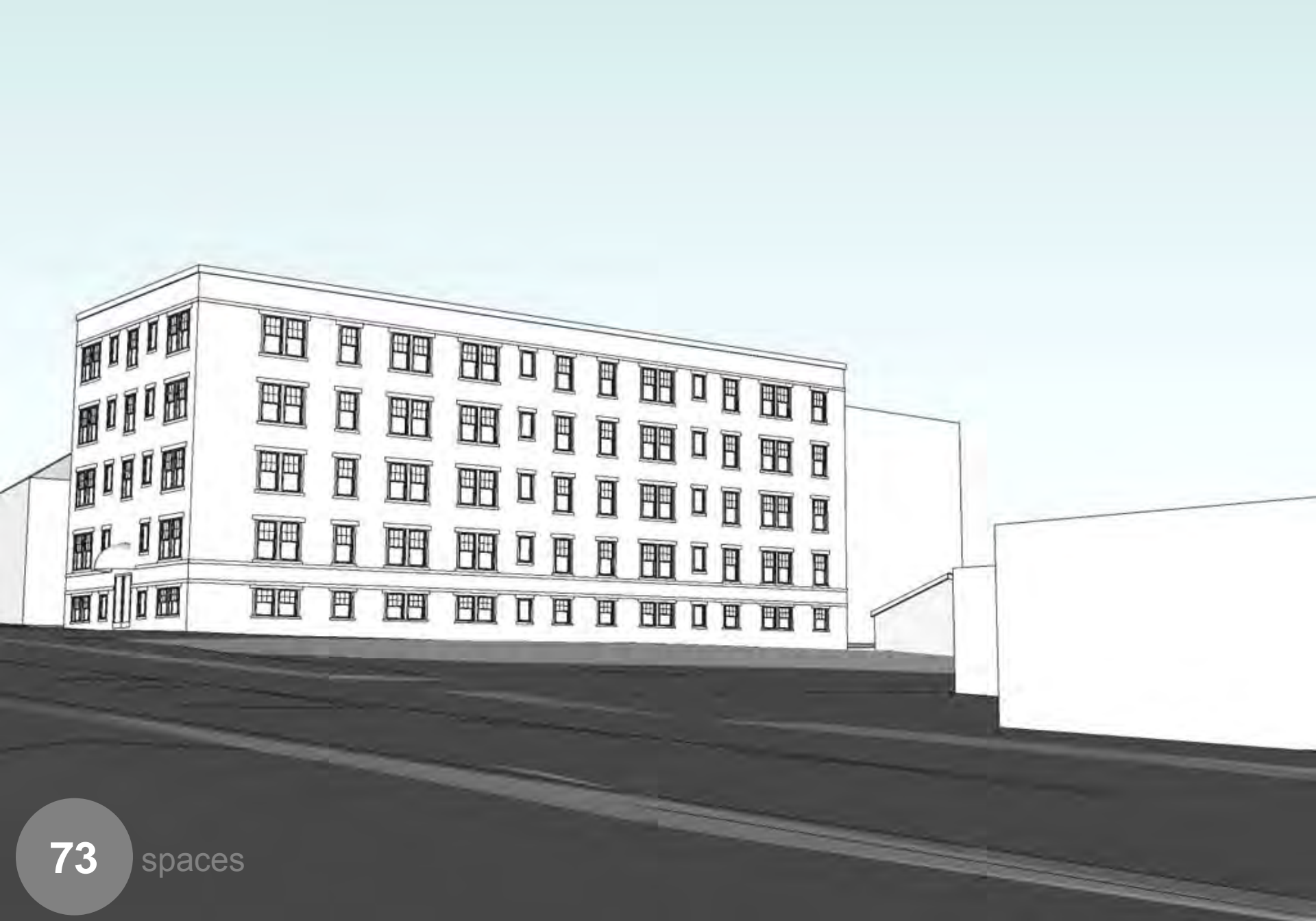
Town

115

Nail Ave

Medford MA





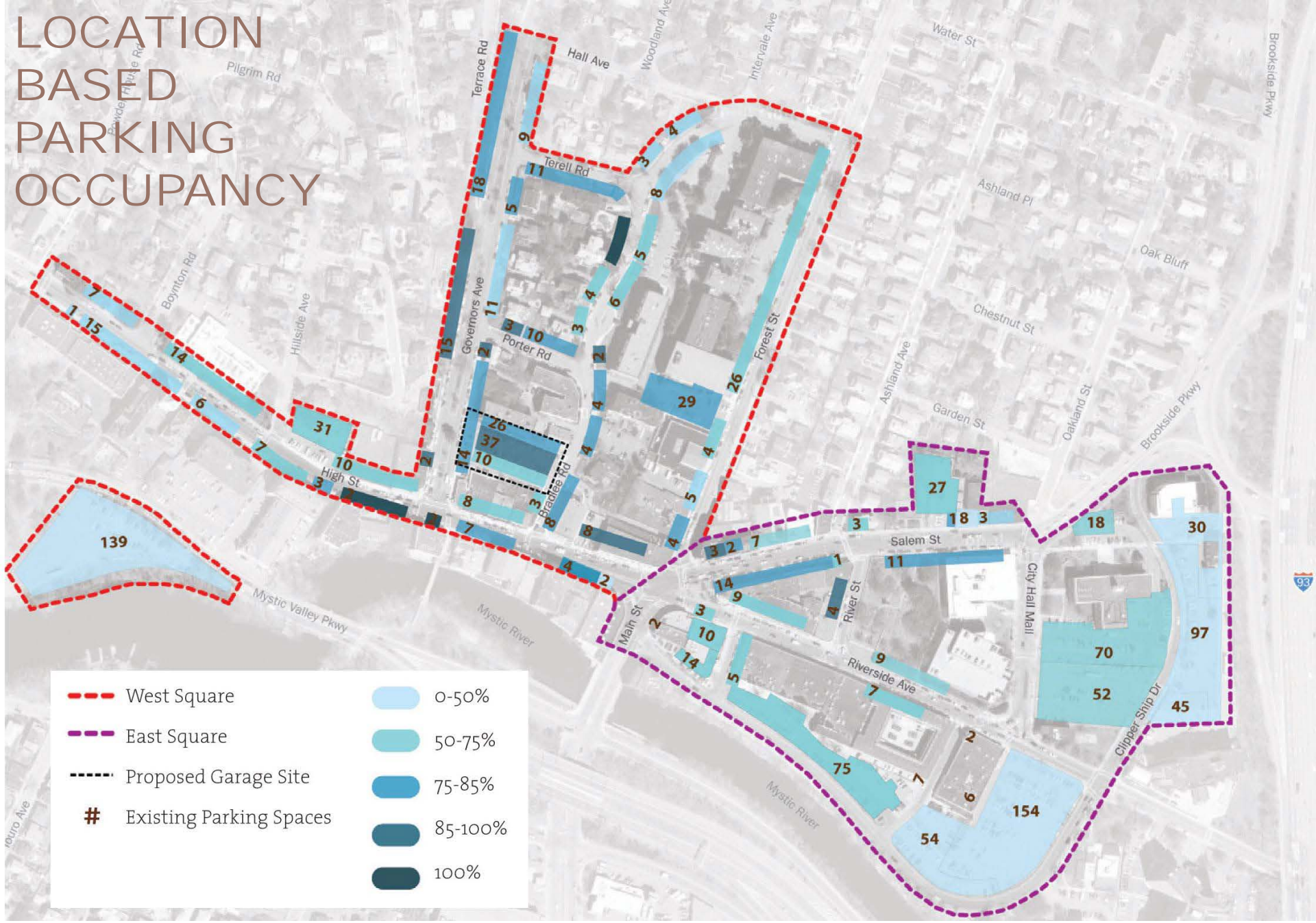
73

spaces



238 spaces

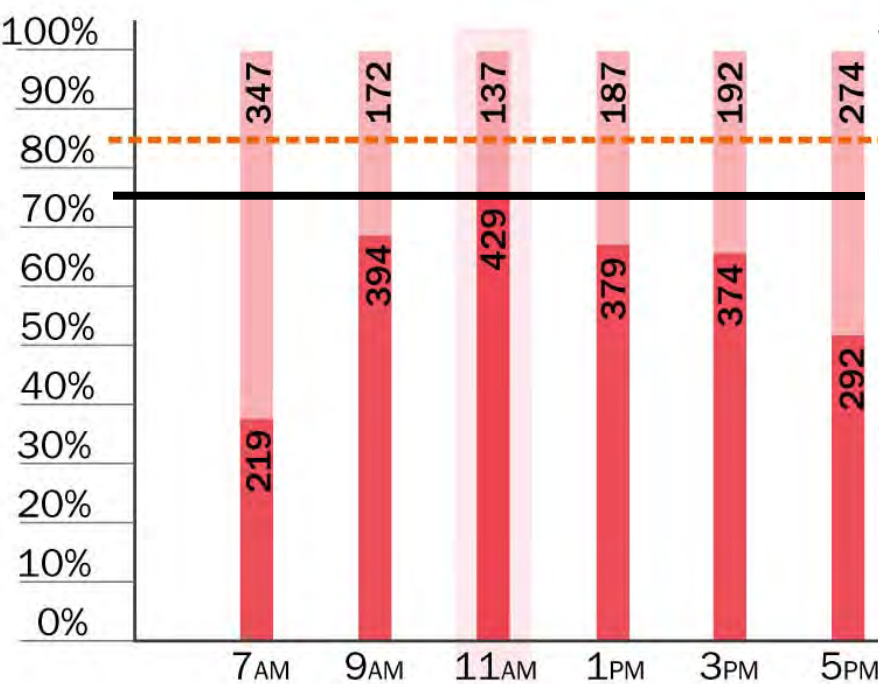
LOCATION BASED PARKING OCCUPANCY



Medford MA

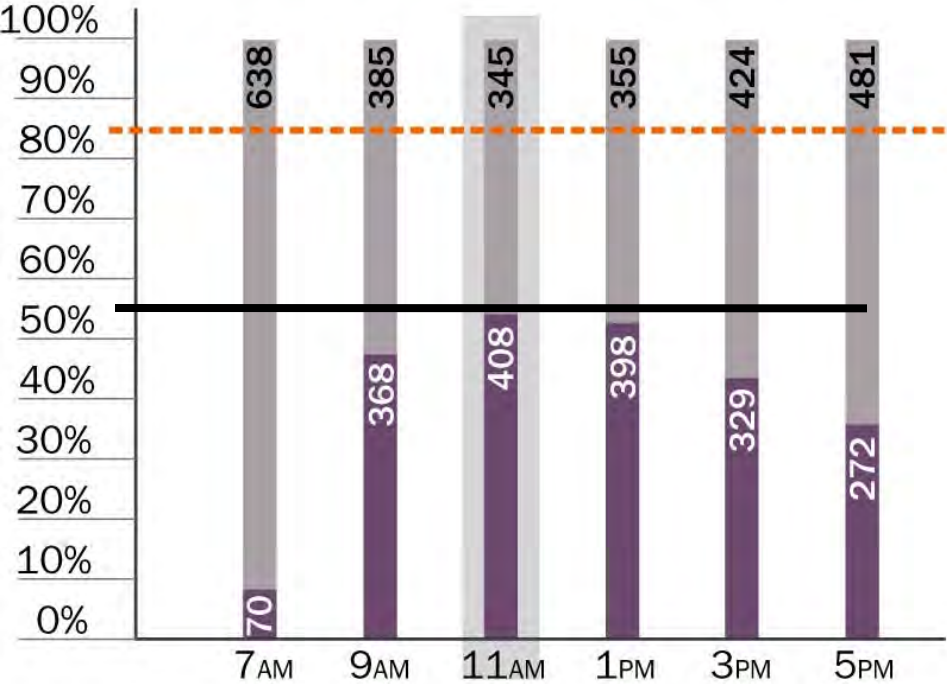
West Square

570 Parking Spaces



East Square

750 Parking Spaces



Medford MA



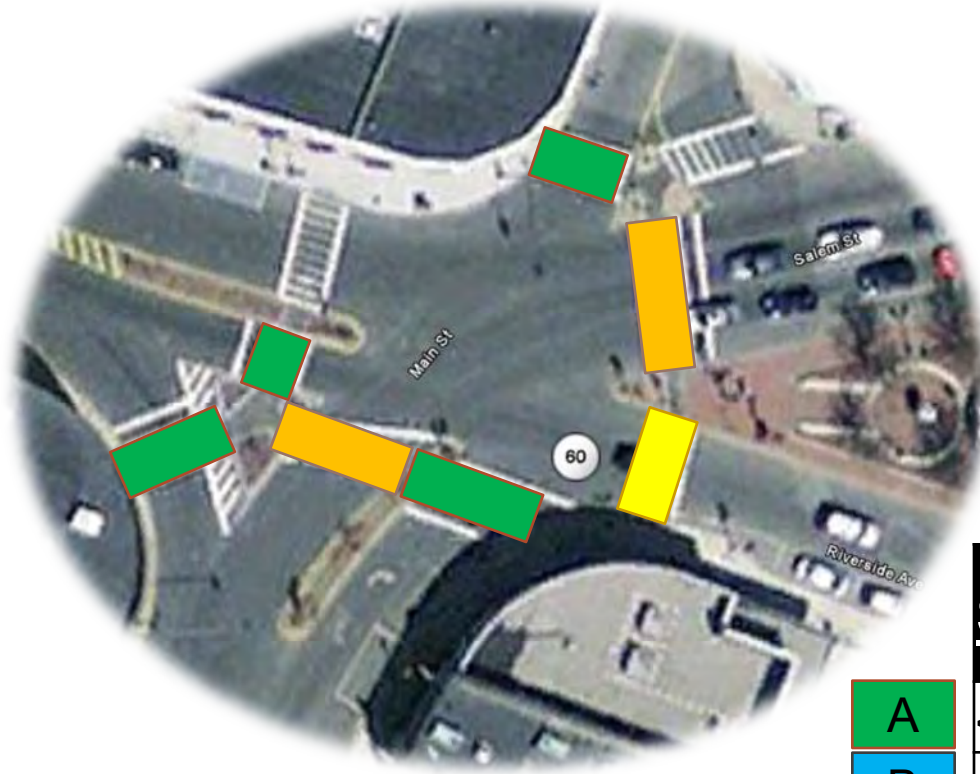
Medford MA

Barrier to Utilization of Eastern Spaces



PEDESTRIAN LEVEL-OF-SERVICE

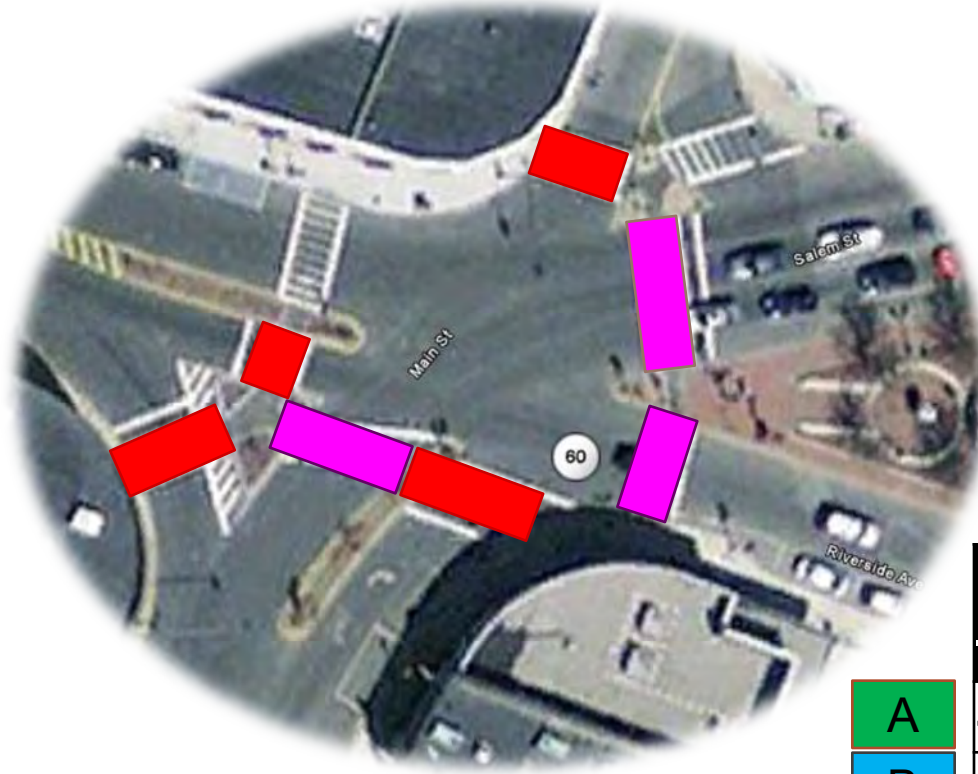
**AVERAGE
Pedestrian
Delay**



<u>Secs</u>	<u>Likelihood of Noncompliance</u>
A	<10 Low
B	10-20
C	21-30 Moderate
D	31-40
E	41-60 High
F	>60 Very High

PEDESTRIAN LEVEL-OF-SERVICE

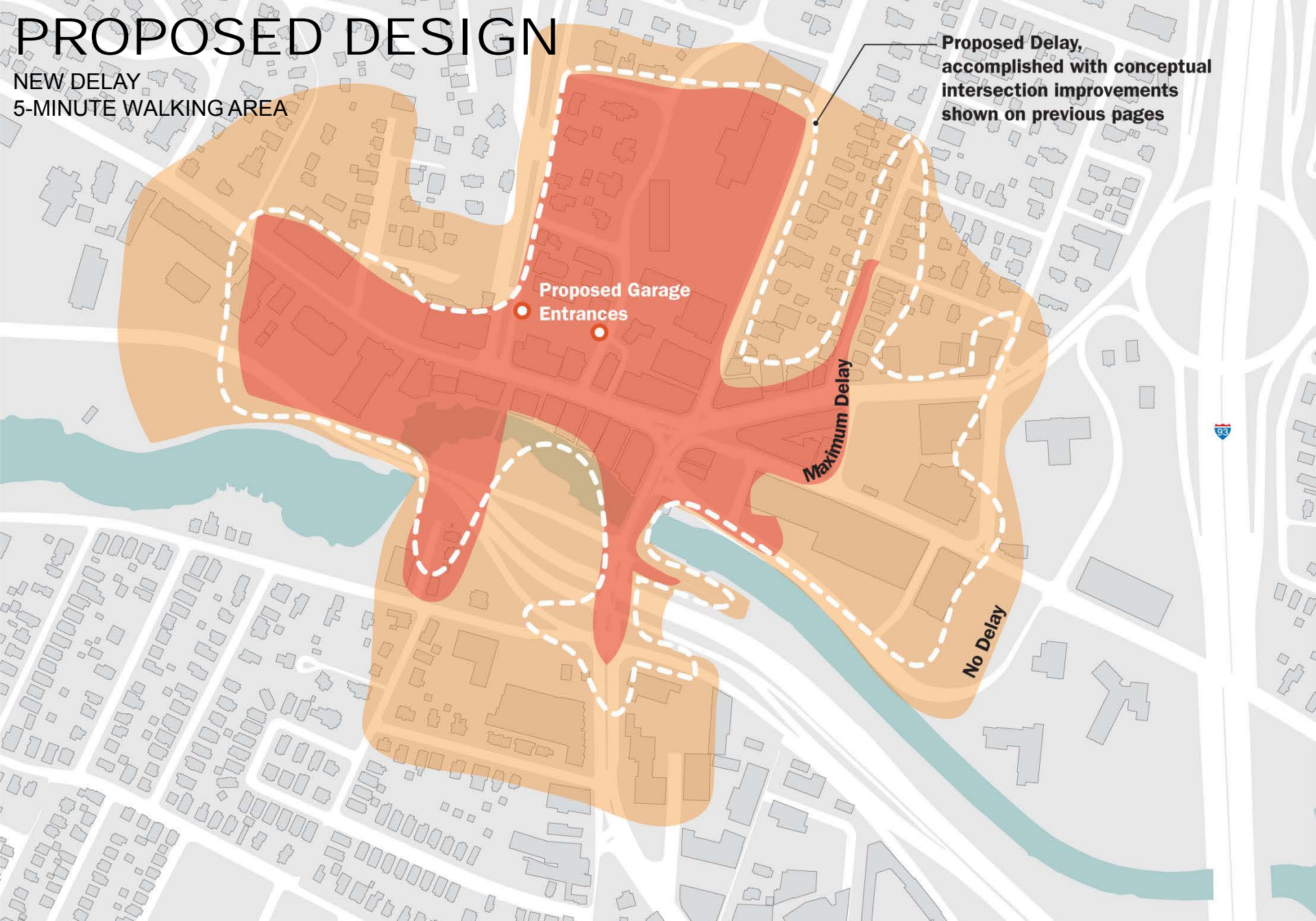
**MAXIMUM
Pedestrian
Delay**



	<u>Secs</u>	<u>Likelihood of Noncompliance</u>
A	<10	Low
B	10-20	
C	21-30	Moderate
D	31-40	
E	41-60	High
F	>60	Very High

Medford MA





PROPOSED DESIGN

NEW DELAY
5-MINUTE WALKING AREA

Proposed Delay,
accomplished with conceptual
intersection improvements
shown on previous pages

Proposed Garage
Entrances

Maximum Delay

No Delay

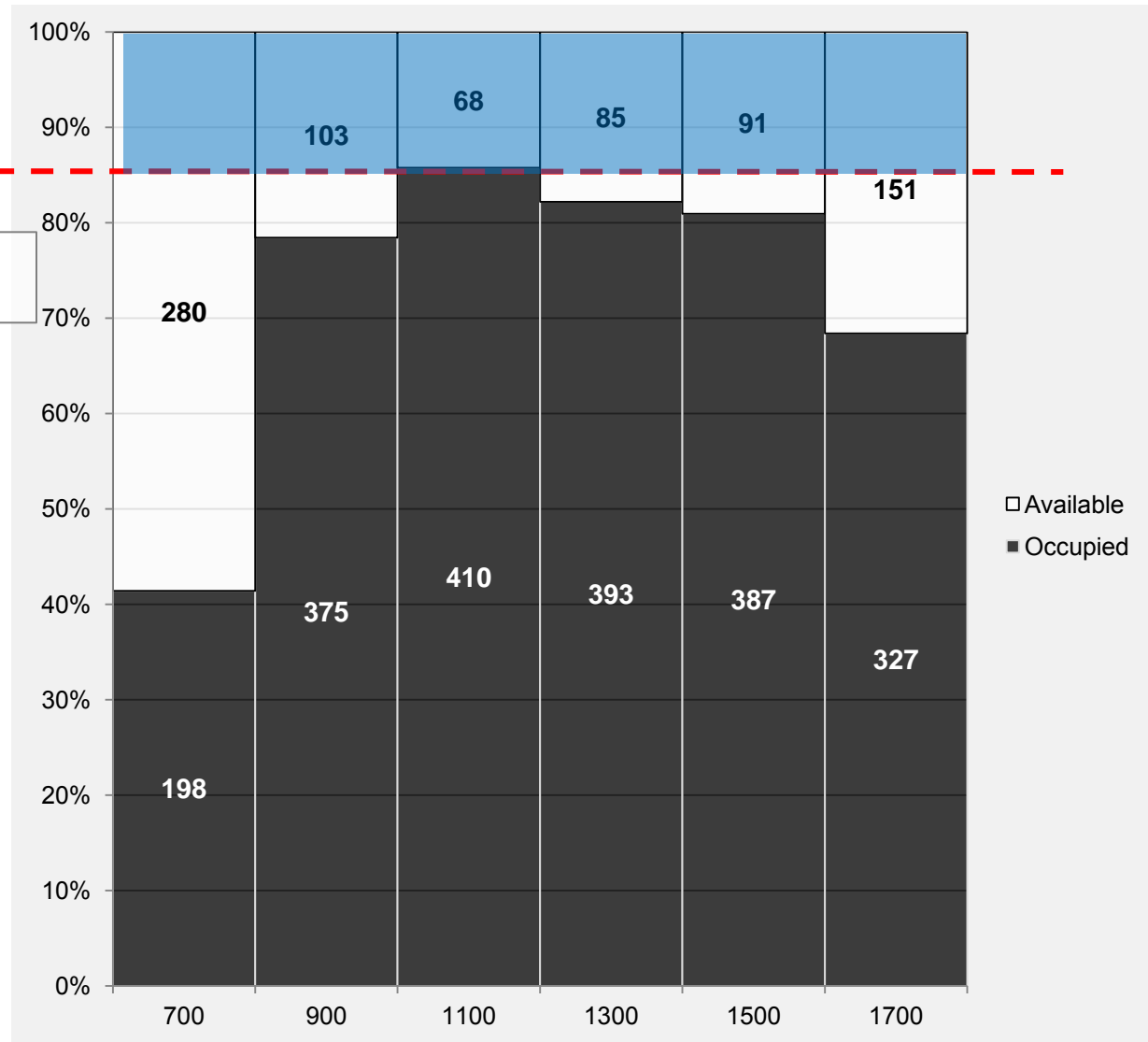
93

5 MINUTE WALKING WITH MAXIMUM DELAY

Reserve 15% = 72

85% = 406

Effectively Available = 0

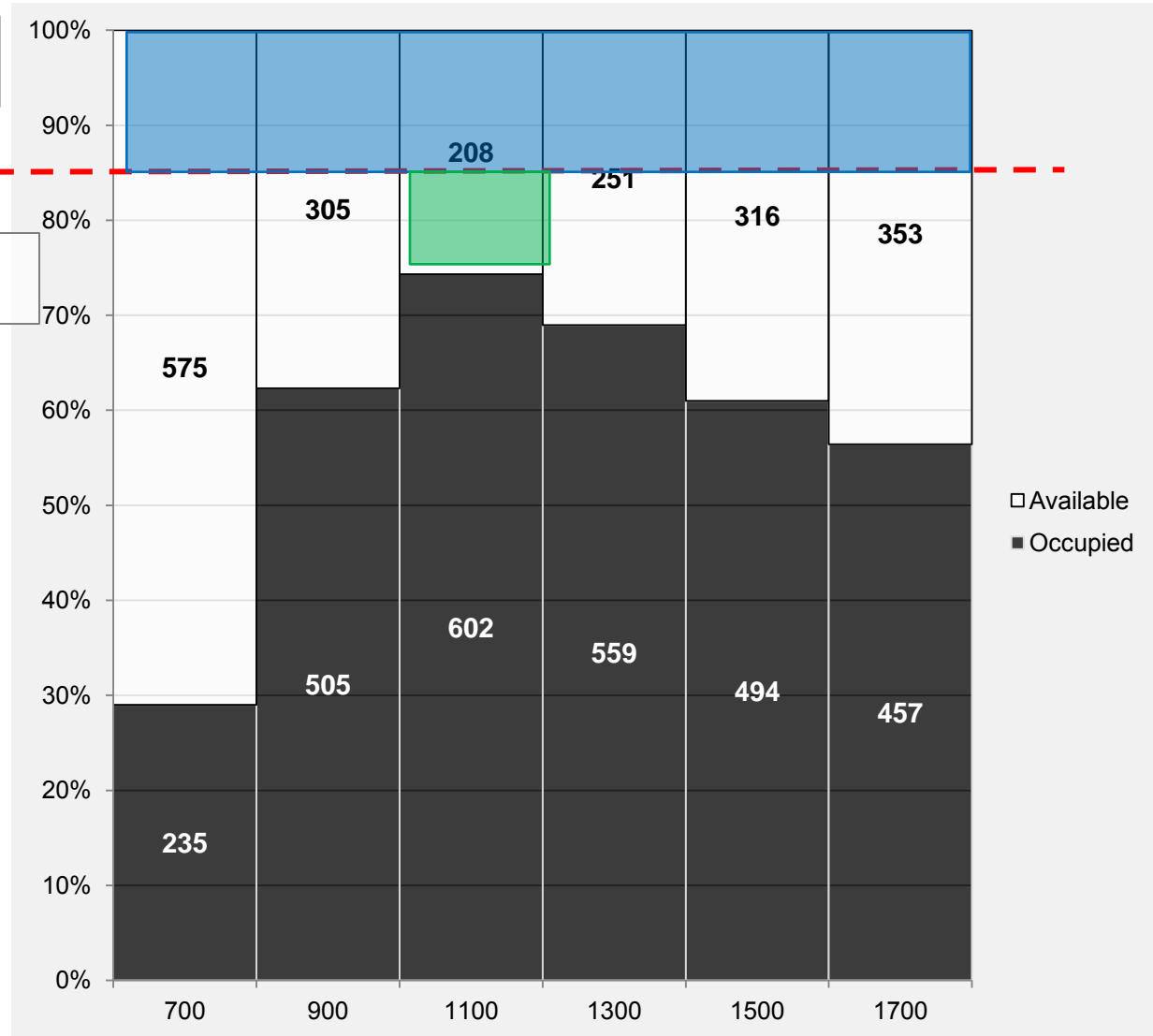


5 MINUTE WALKING WITH IMPROVED DELAY

Reserve 15% = 121

85% = 689

Effectively Available = 87



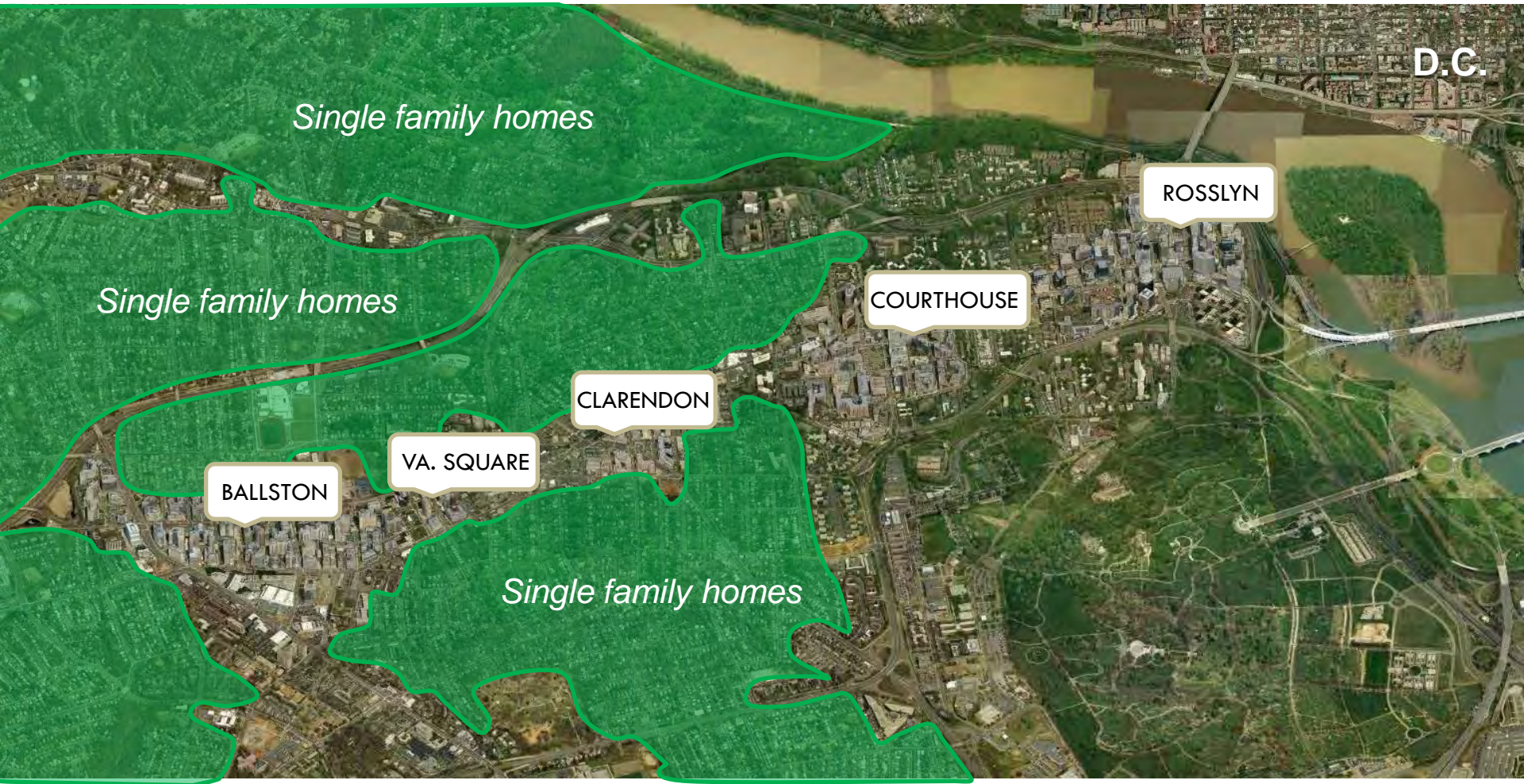




Arlington VA – Rosslyn-Ballston corridor



Arlington VA – Rosslyn-Ballston corridor



Arlington VA – Rosslyn-Ballston corridor



© 2011 Microsoft | [Privacy](#) | [Legal](#) | [Advertise](#) | [About our ads](#) | [Help](#) | [Tell us what you think](#)

No Park-and-Ride

- All parking charged at market-rate
- Prepaid ParkSmart debit cards can be used to pay for metered parking
- Parking brochure
 - Locations of all public on- and off-street parking in the 5 villages
 - Information on alternative transportation options



PARKING IN THE ROSSLYN-BALLSTON CORRIDOR

*A Guide to Parking Places and
Other Information for
Visiting and Shopping in*

ROSSLYN
COURT HOUSE
CLARENDON
VIRGINIA SQUARE
BALLSTON

Parking at County Meters

Short-term meter rate: 75¢ / hour

12-hour meter rate: 50¢ / hour

FREE everyday after 6 pm

FREE all day Sunday

FREE at designated meters Saturday

YELLOW
1/2 hour



SILVER
1 hour



BLUE
2 hours



RED
4 hours

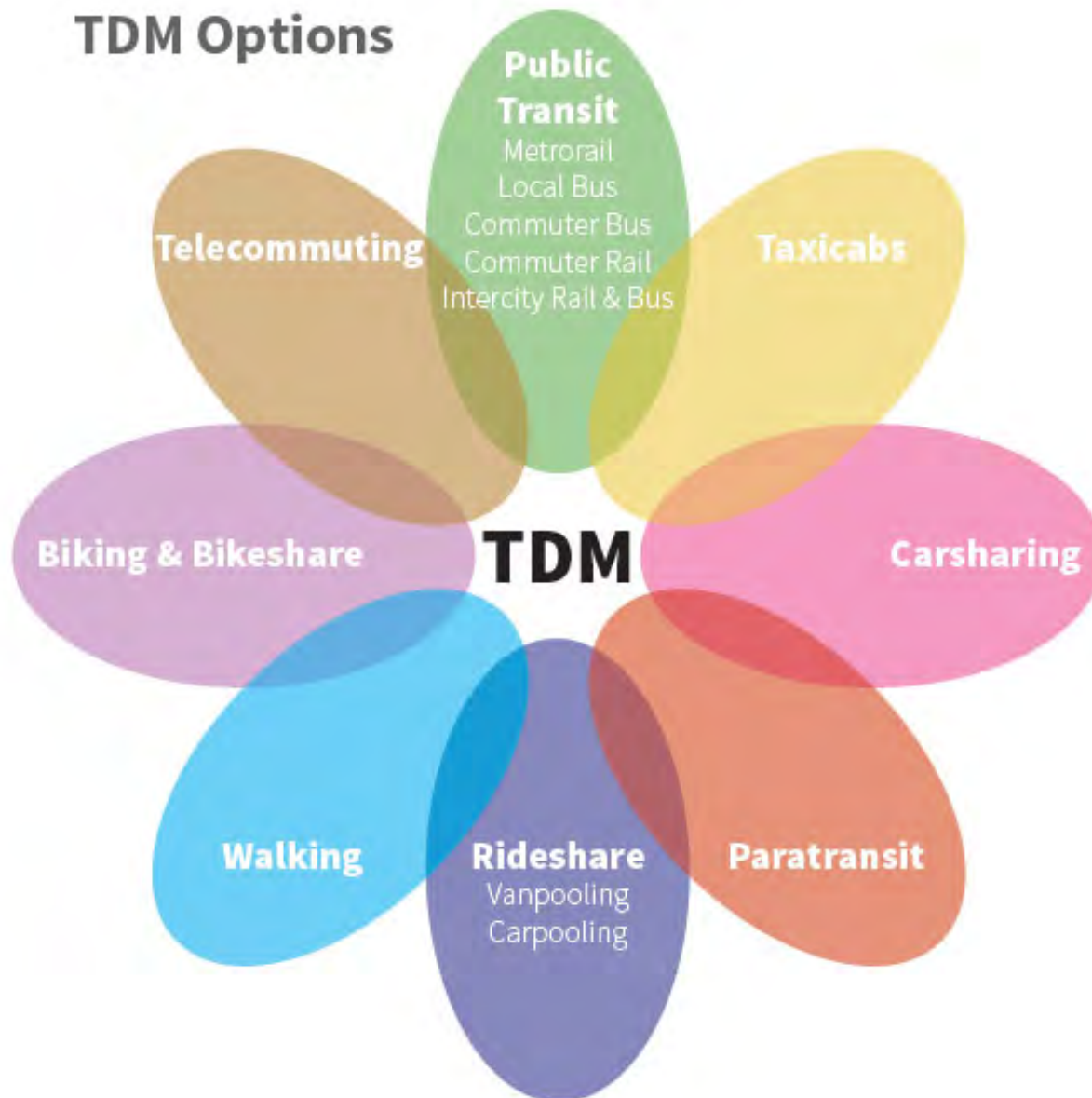


GREEN
12 hours



ARLINGTON COUNTY

TDM Options



Customer Information, Retail and Operations (Commuter Store)

Sales, Outreach, and Research (Arlington Transportation Partners, Walk Arlington, Bike Arlington, The Mobility Lab, Research and Administration)

Communications

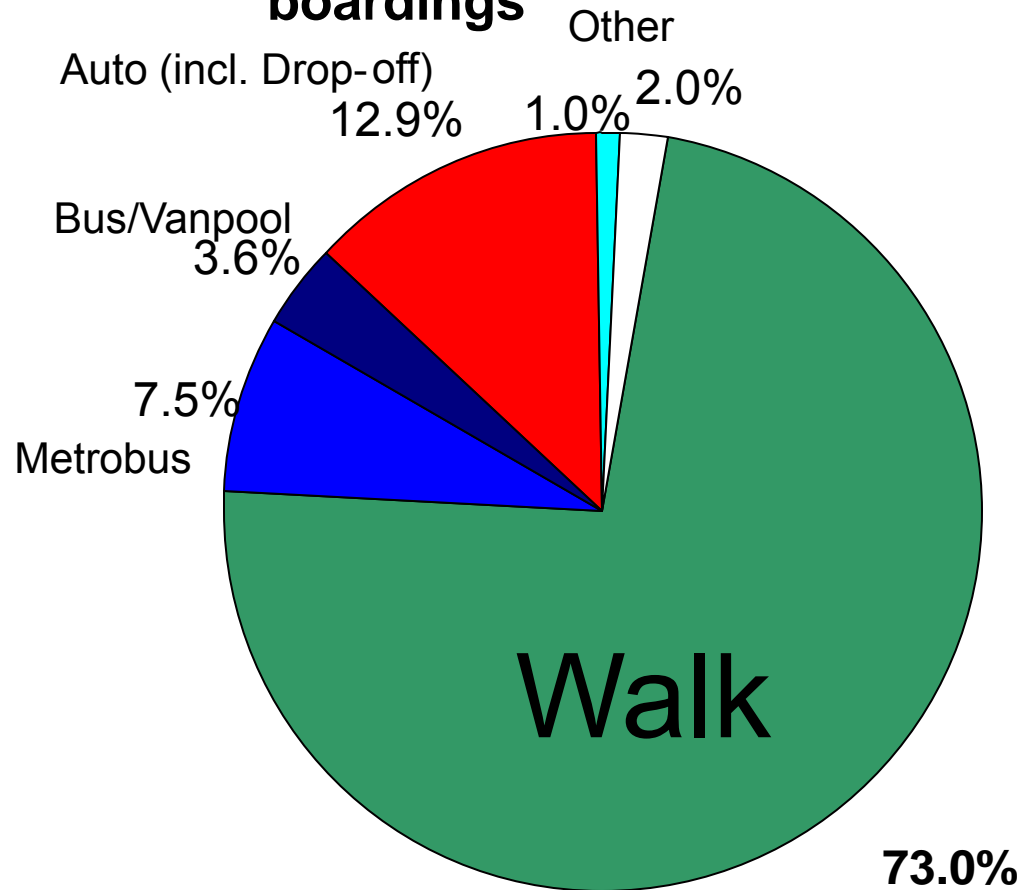
Web Development

TDM for Site Plan Development

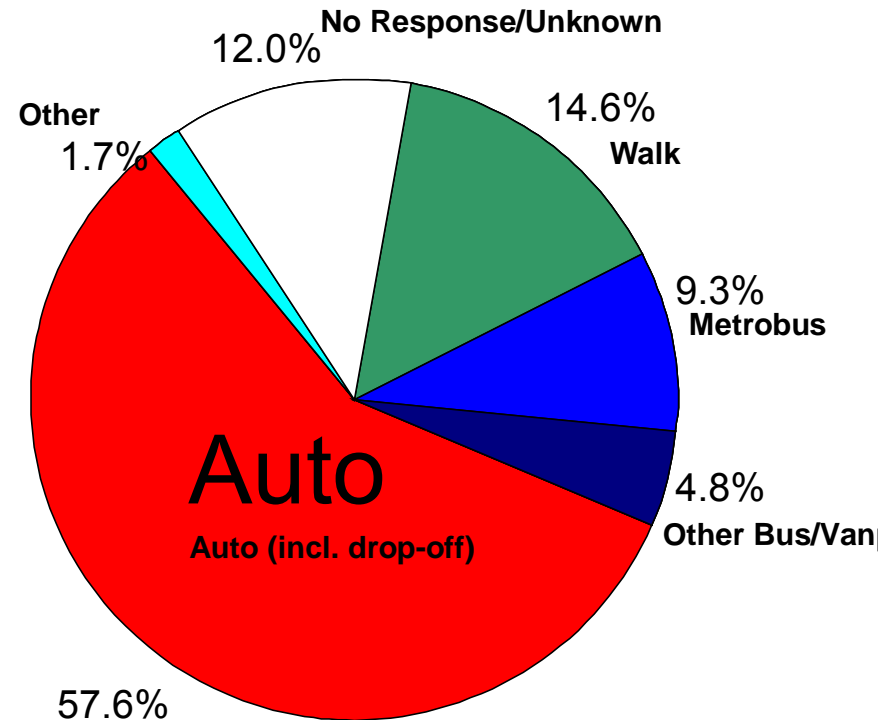
GoDCGo

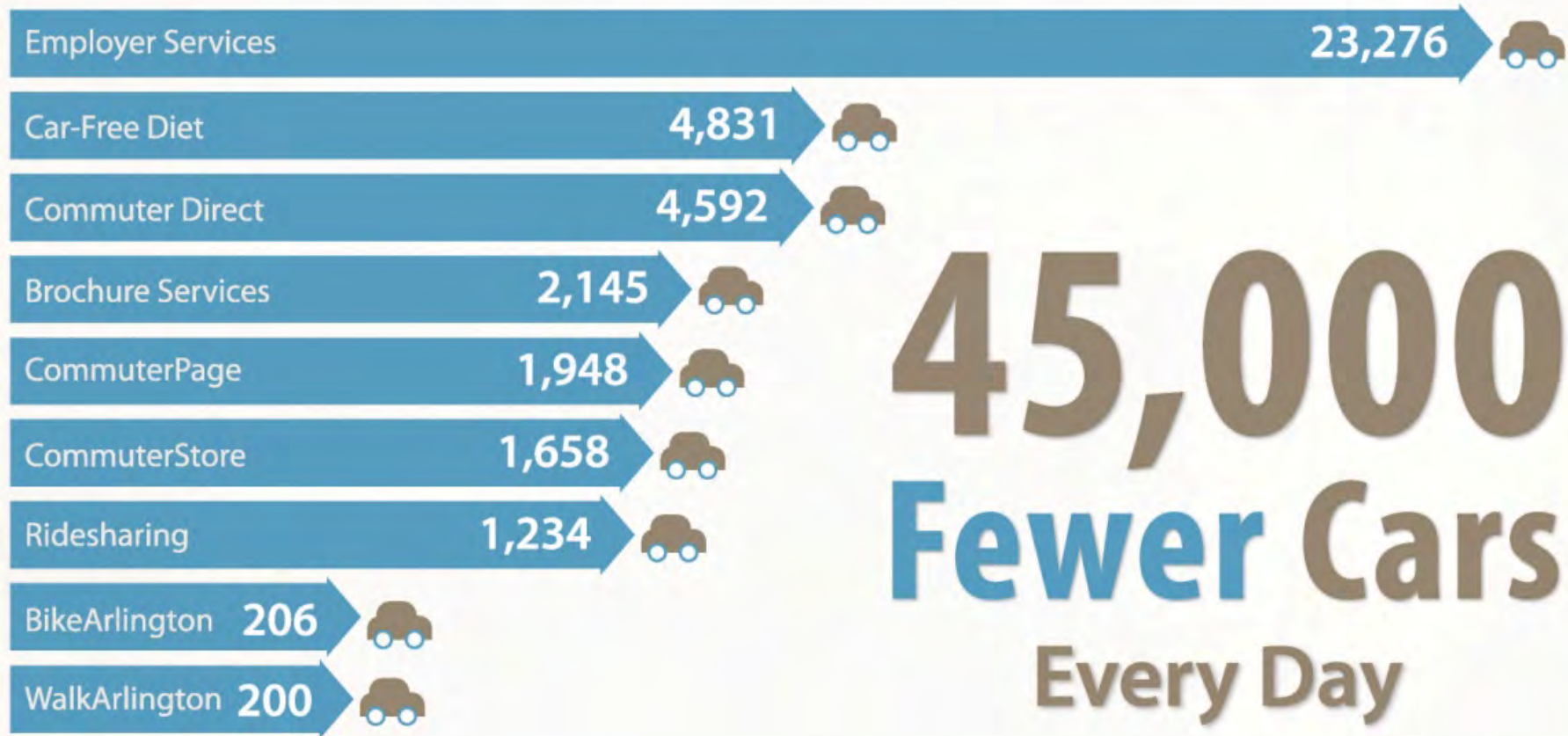
Arlington Corridor vs. Fairfax County

39,500 daily MetroRail boardings



29,250 daily MetroRail boardings





The Parking Authority...









[REGISTRATION](#)

[ABOUT US](#)

[AVAILABILITY](#)

[FAQ](#)

[CONTACT US](#)

Search...



Park



Pay



Go!



On a Mission to Strengthen Downtown Ann Arbor



[Do You Need
Downtown
Parking Info?](#)



[Download the
Ann Arbor
Walking Map](#)



[Public Notices
of Nonregularly
Scheduled
Meetings](#)



GetDowntown Program

getDowntown
Your Downtown Commuting Resource

Bus Bike Carpool Vanpool Walk Zipcar **golpass**



Go!Pass
Avoid the stress and hassle of parking downtown. Get a golpass! [Learn More >>](#)


[Get Your Go!Pass](#) [How Can We Help?](#) [Conquer the Cold](#)


CONQUER THE COLD



- OWN WINTER with Conquer the Cold!
- Discounts, Events, Resources and More
- [Click here for details.](#)

UPDATES FROM OUR BLOG




VIDEO: Navigating Winter Weather Conditions on Your Bike 



Check Out This List of Top Selling Gear from Bivouac Ann Arbor 



Contact getDowntown
Email us



Mailing List Signup
 

The **getDowntown** Program provides commuting programs and services to employees and employers in downtown Ann Arbor. Programs and services include the **golpass**, **Commuter Challenge**, **bike locker rentals**, **Zipcars**, **free commuting assistance**, **commuting materials**, and more!

Go!Pass – Employee Benefit

Pay a little



Get a lot!

What you pay

\$10

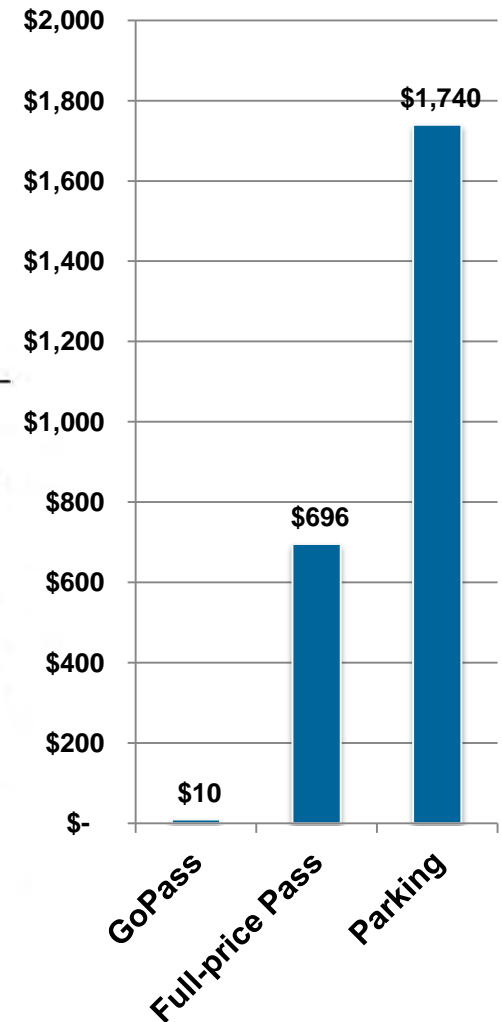
per full time employee.
(optional, \$10 per part-time employee)

What your employees get

- Free commuting assistance
- Unlimited commute trips on all TheRide buses, including to Ypsi and Park & Ride Lots.
- 50% off ExpressRide Commuter Bus Service from Canton and Chelsea.
- \$3 commute trips on NightRide late-night service.
- Discounts to dozens of downtown stores.
- Emergency Ride Home in case of emergency or unexpected overtime.
- Commuter Club rewards program
- Don't have to pay for parking any more.

What you get

- A great low-cost employee benefit.
- Don't have to pay for employee parking.
- Assistance with your employees' commuting needs.
- Monthly e-news.
- Information on current street closures and construction that impacts downtown traffic.
- Advocates for your organization who can share your commuting concerns with the DDA, the City of Ann Arbor and the Ann Arbor Transportation Authority.



How it is worked

AAATA estimates the cost per ride

AAATA and DDA negotiate a discounted price

Employers purchase the passes at \$10/employee

Provide monthly newsletter

Provide monthly ridership report

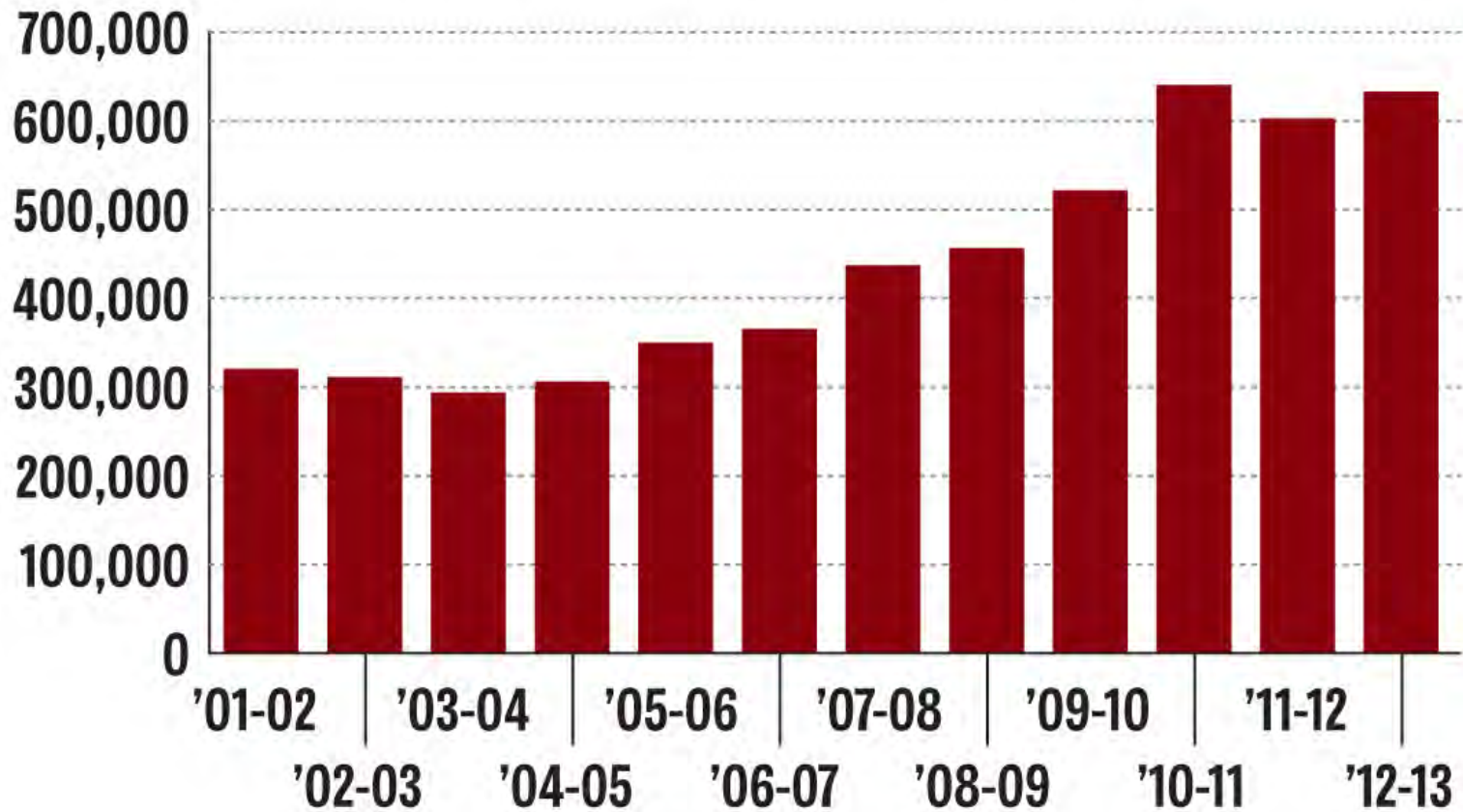
DDA pays for the rest to AAATA

Parking Revenue

AAATA - Ann Arbor Area Transit Agency
DDA - Ann Arbor Downtown Development Authority

Go!Pass ridership doubled in past decade

GO!PASS RIDERSHIP IN ANN ARBOR



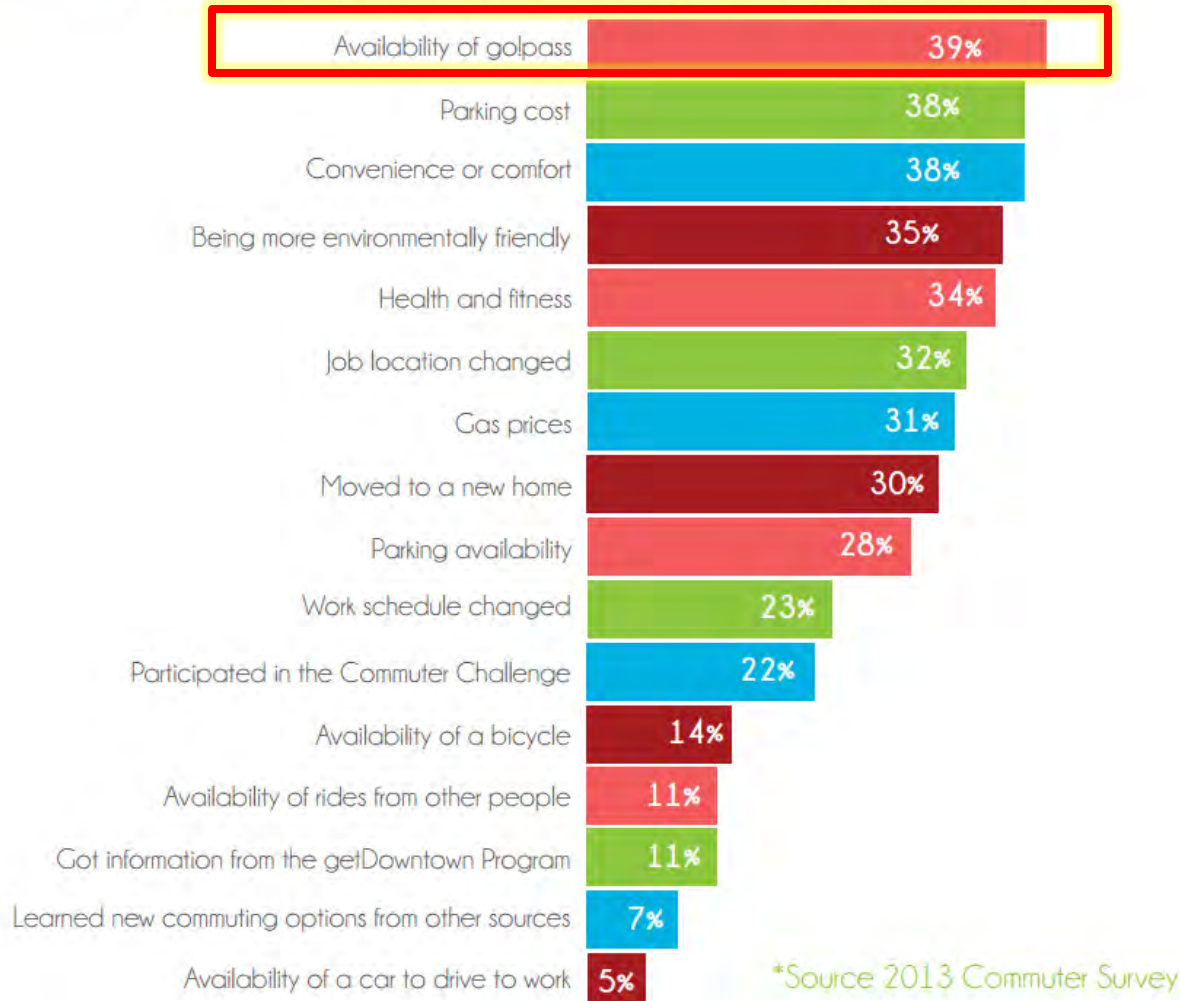
Source: getDowntown

(MLive.com)

Go!Pass changed commuting modes

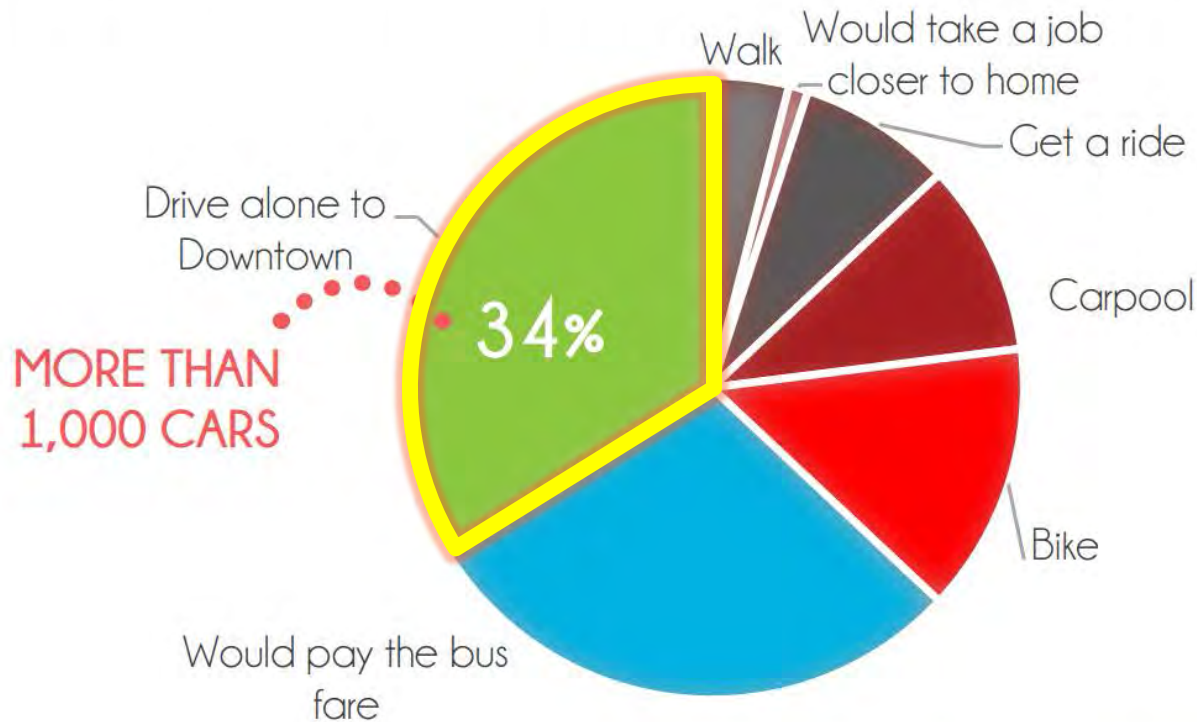
WHY DID SOME COMMUTERS CHANGE MODE?*

What factors influenced your decision to change how you get to and from work?



Go!Pass freed up road space and parking demand

HOW WOULD EMPLOYEES COMMUTE WITHOUT A GO!PASS?*



*Source 2013 Commuter Survey

Go!Pass benefits the environment

ENVIRONMENTAL SAVINGS AND THE GO!PASS | 2013

1,346,488
LBS OF CO₂

CO₂ EMISSIONS SAVED IS EQUAL TO:



68,470 GALLONS OF GAS



229 TONS OF WASTE



501 ACRES OF FOREST PLANTED



\$78,501

Estimated Health Care Savings for those that bike, walk and bus to work.

- Employees who choose to walk, bike and bus reduce the overall carbon footprint of downtown.
- Employees who walk, bike and bus also result in healthcare savings to employers downtown.

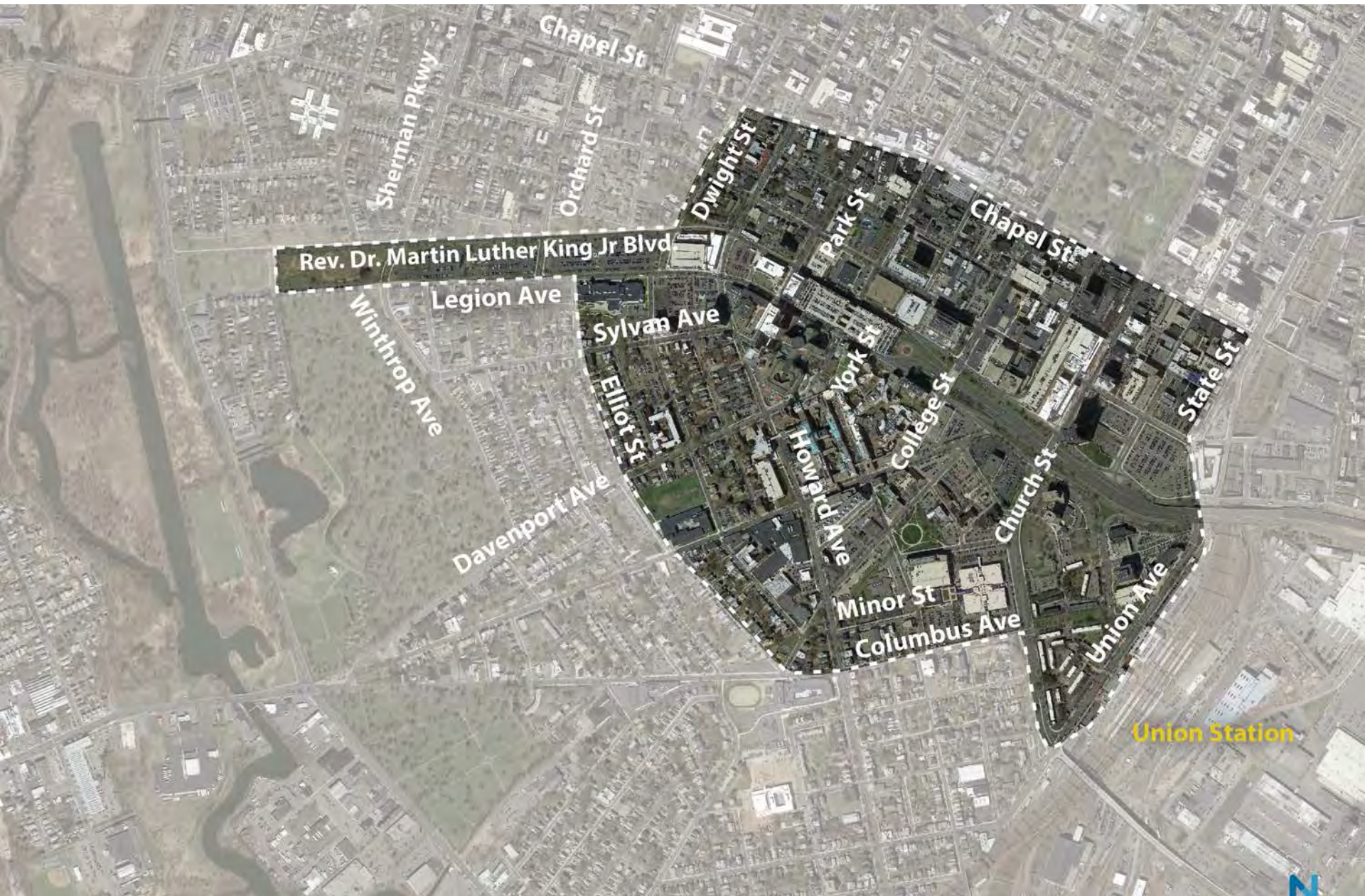


Mobility Study

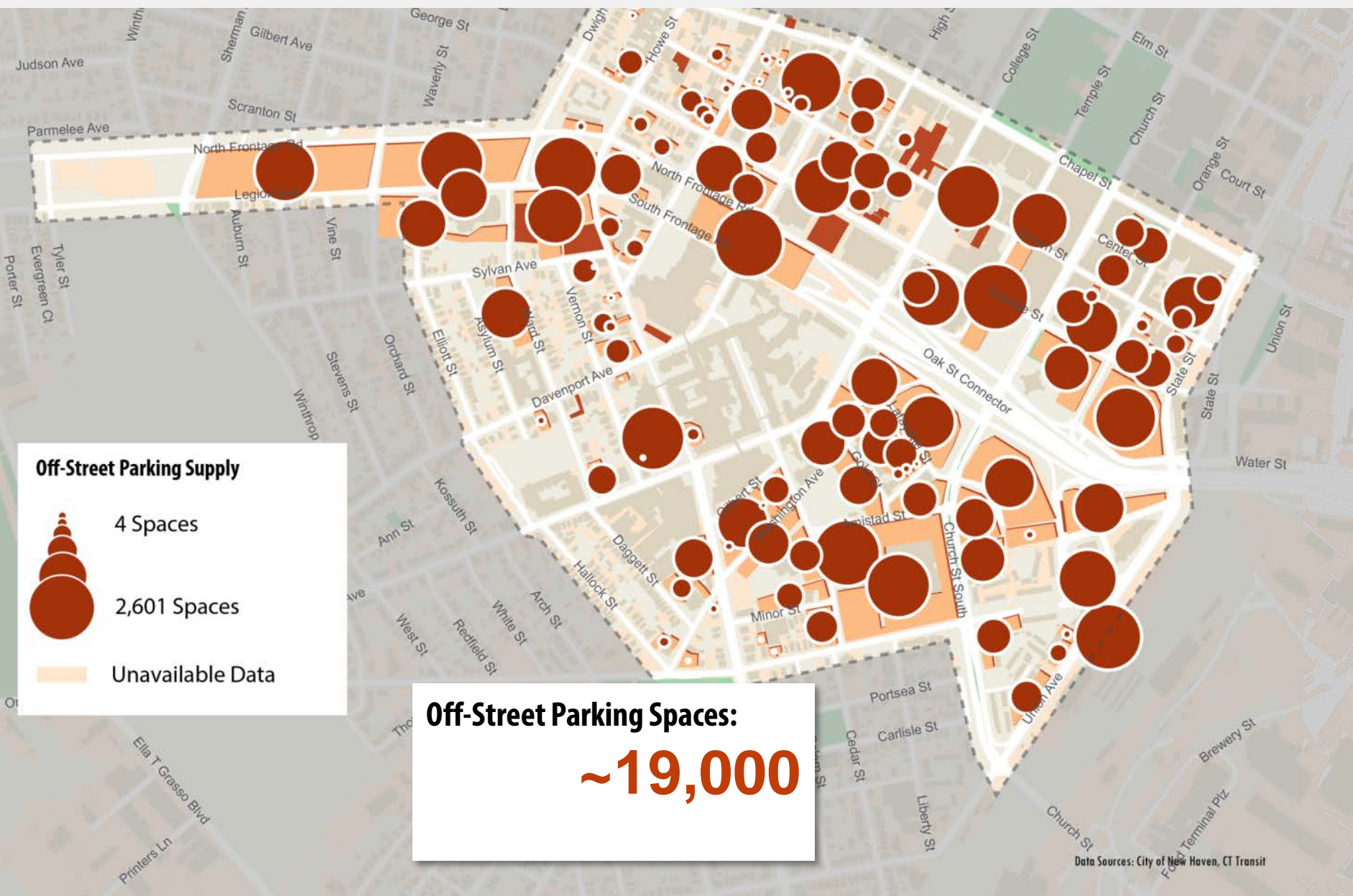


PARK
NEW HAVEN

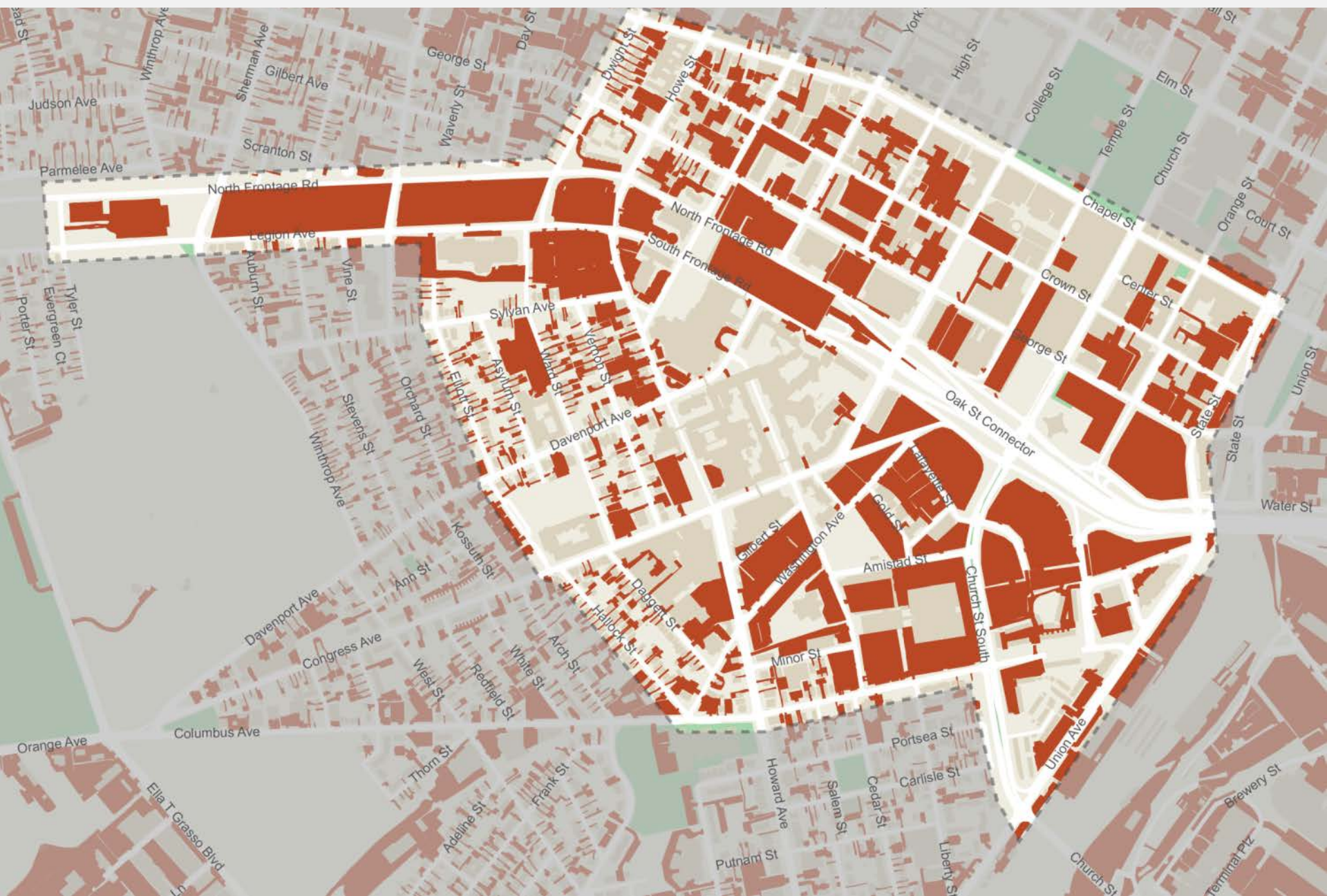
Project Study Area



Key Issue: Off-Street Parking (Supply)



Key Issue: Off-Street Parking (Area)



Supply & Demand

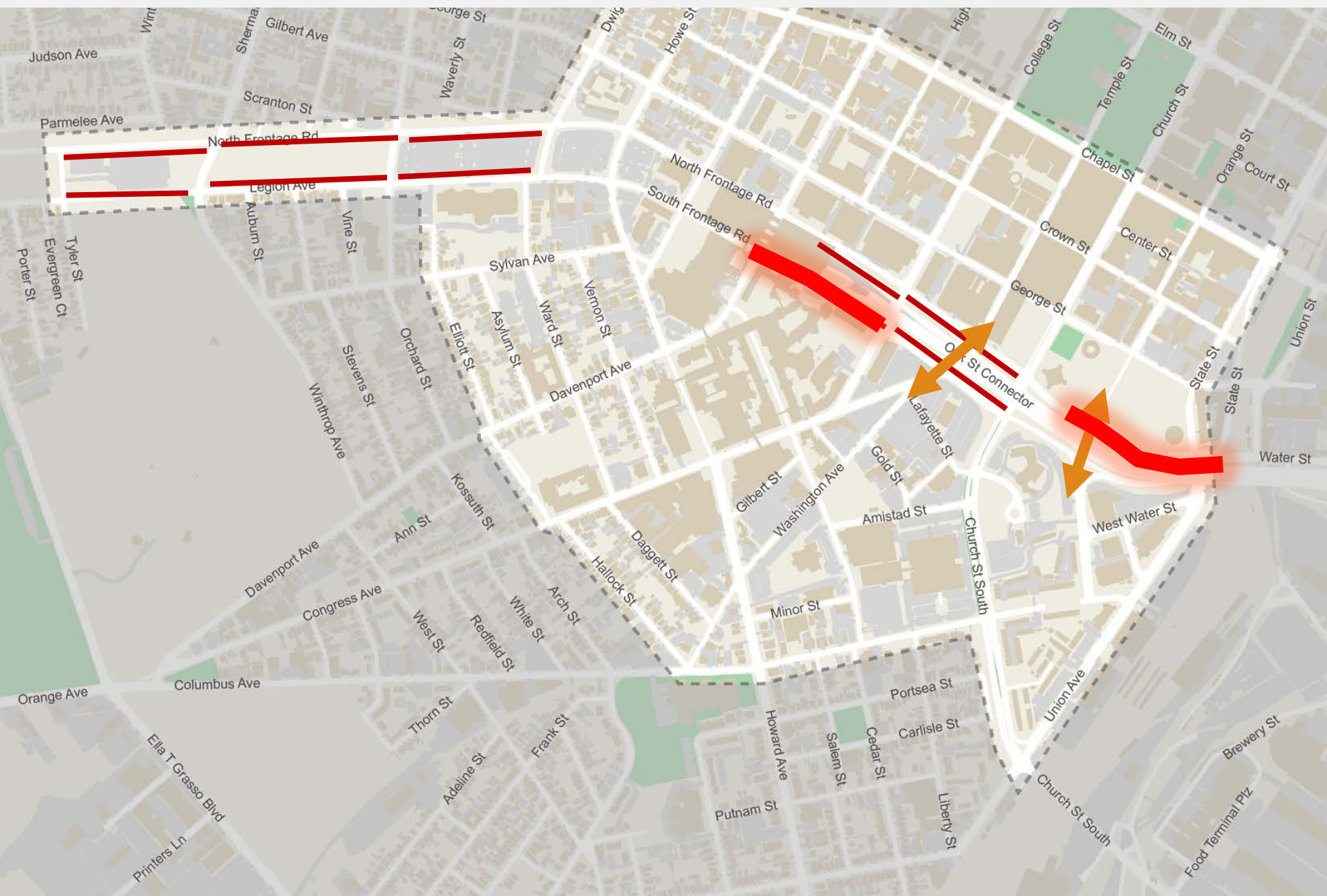


Data Sources: City of New Haven, CT Transit

Key Issue: High Traffic Volumes



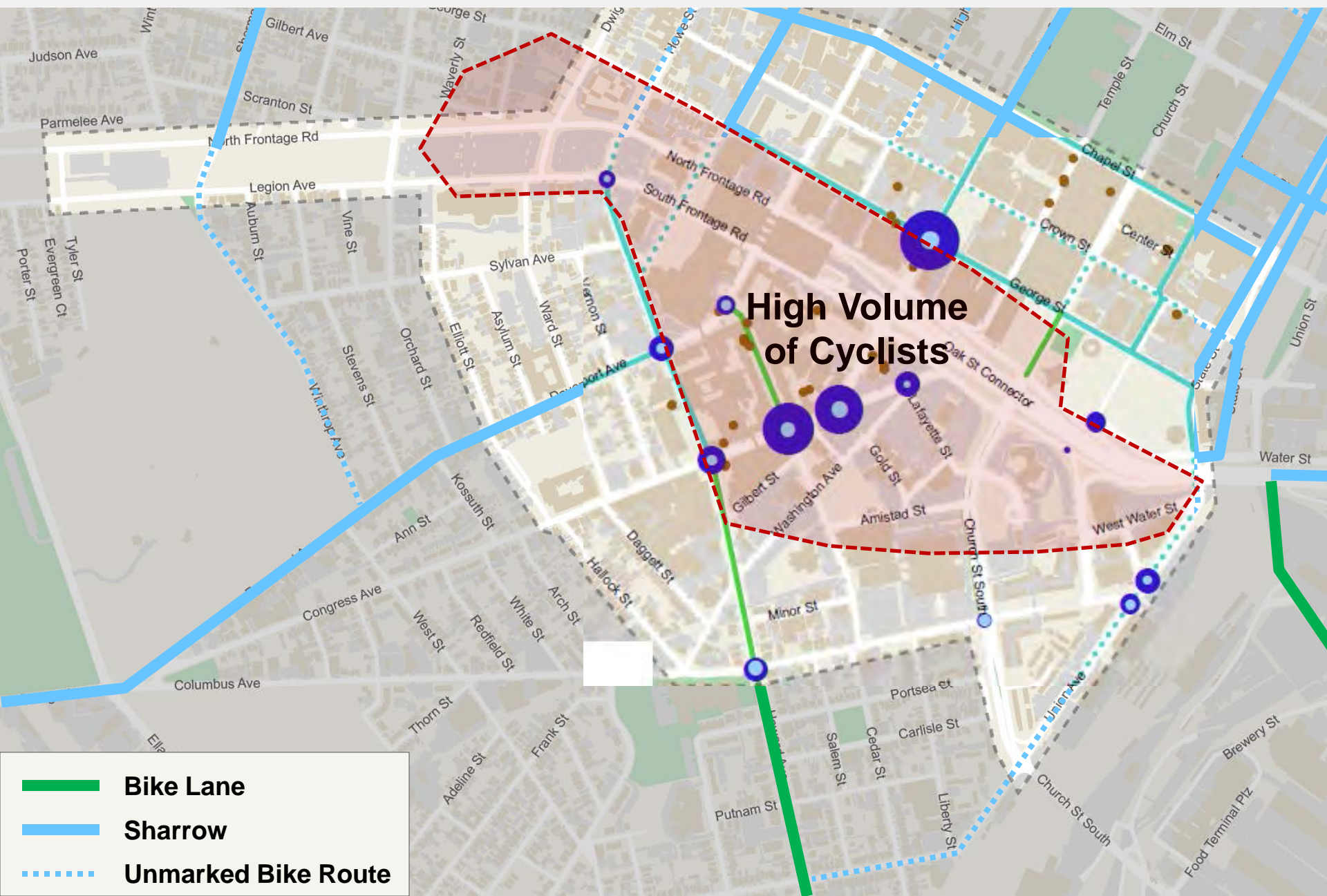
Key Issue: Speeding Traffic



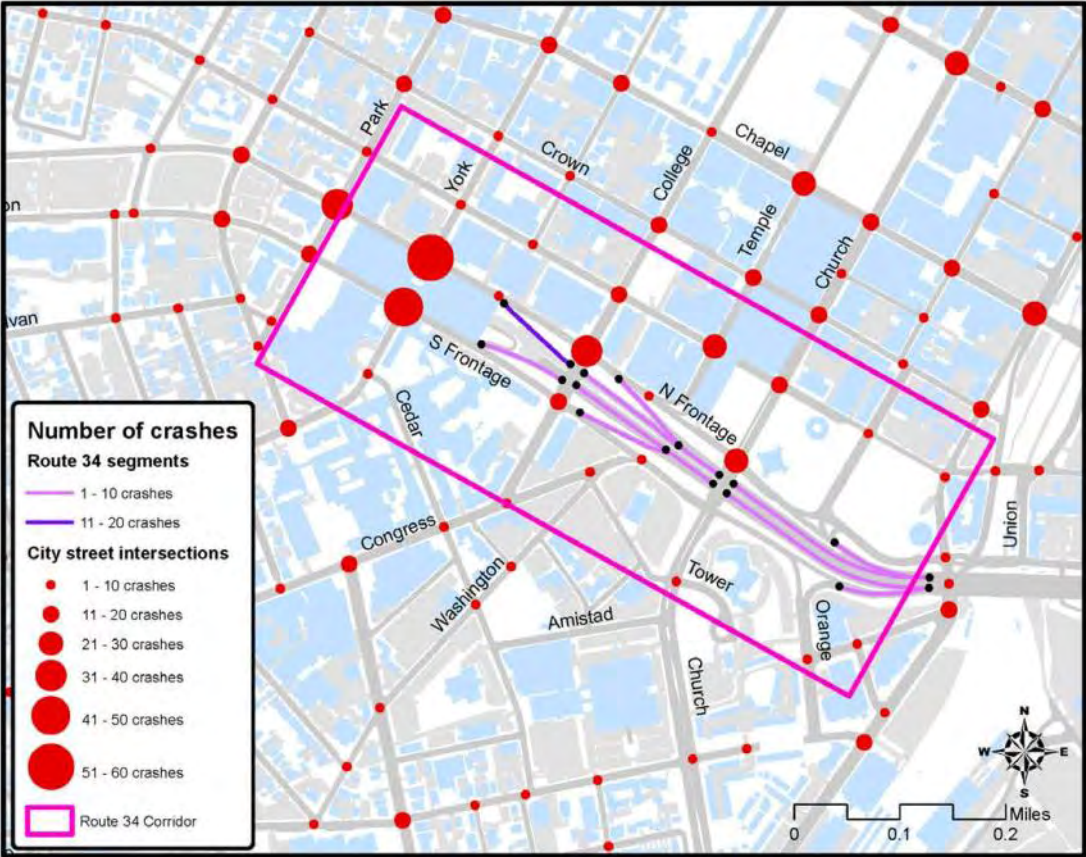
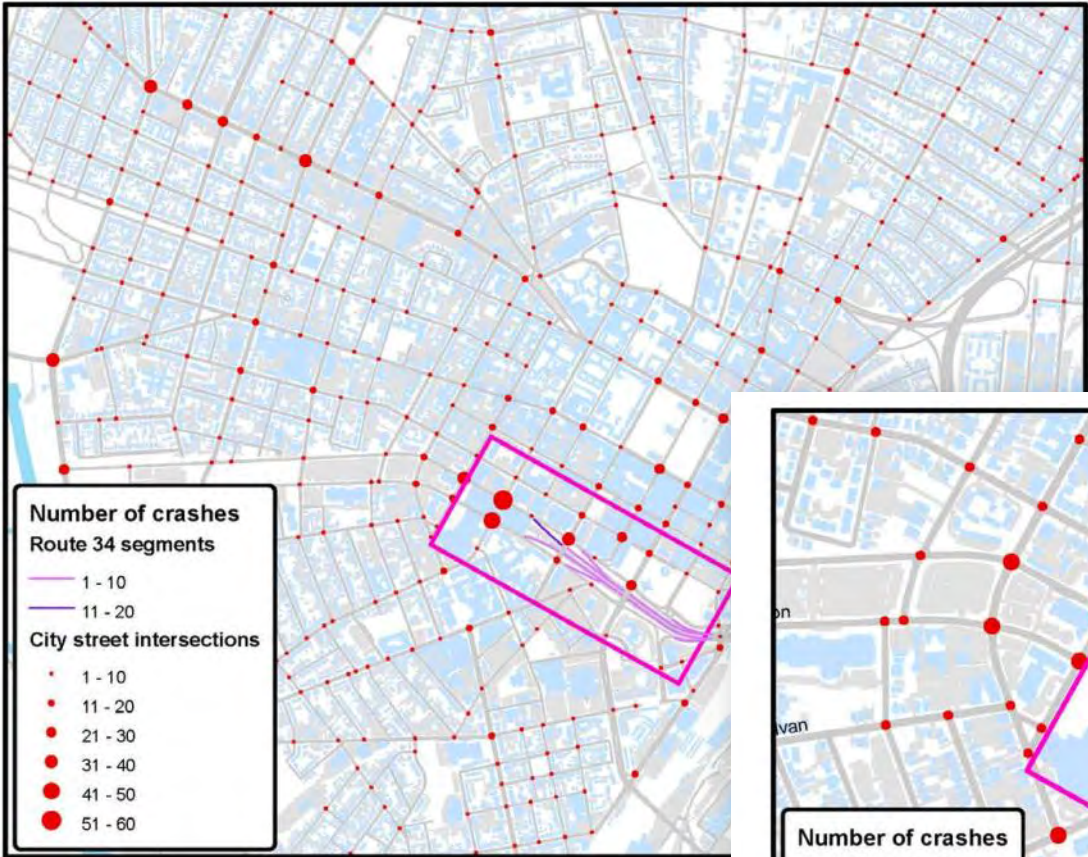
Key Issue: Pedestrian Crossings



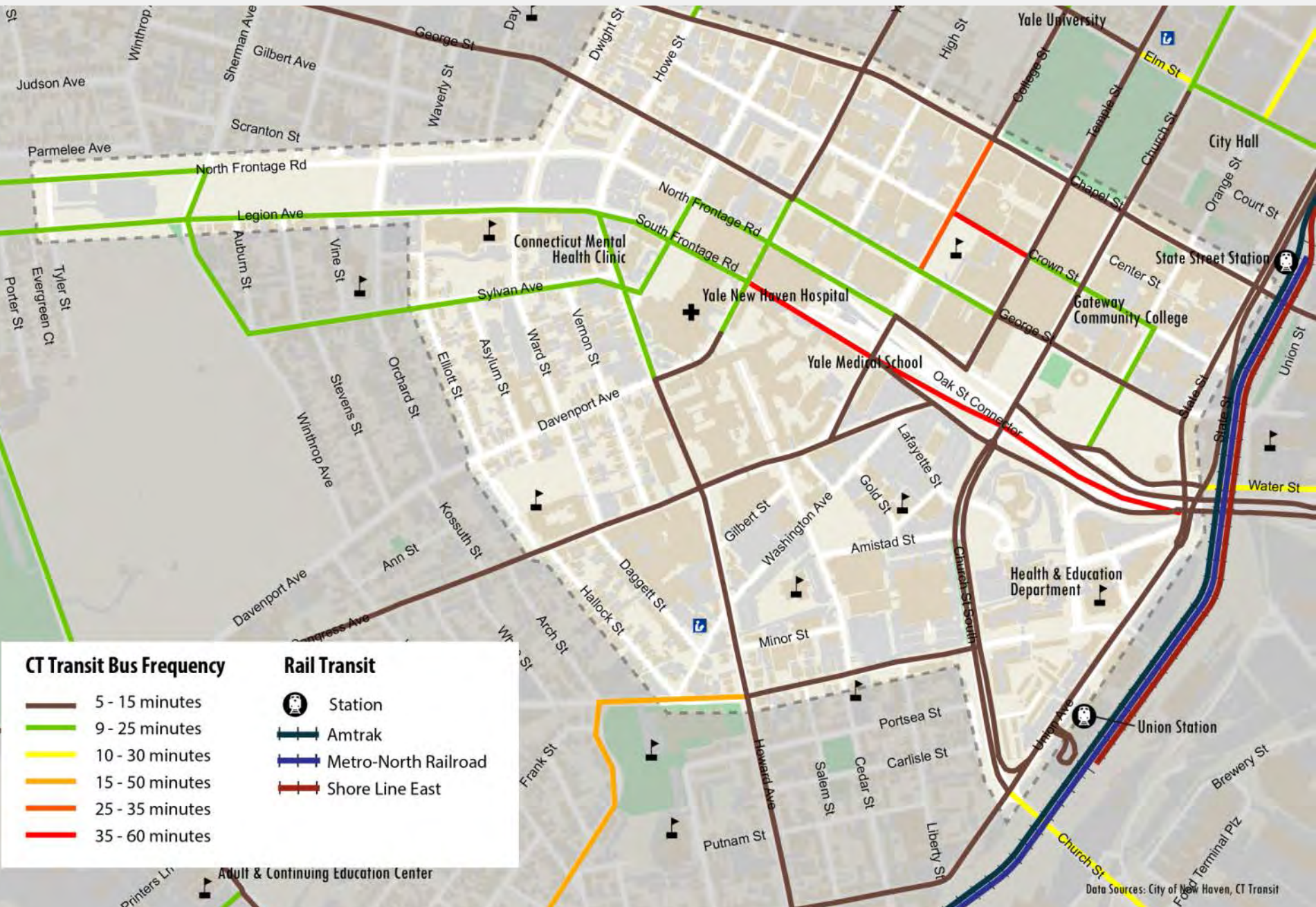
Key Issue: Gaps in Bicycle Network



Key Issue: Safety



Transit Network

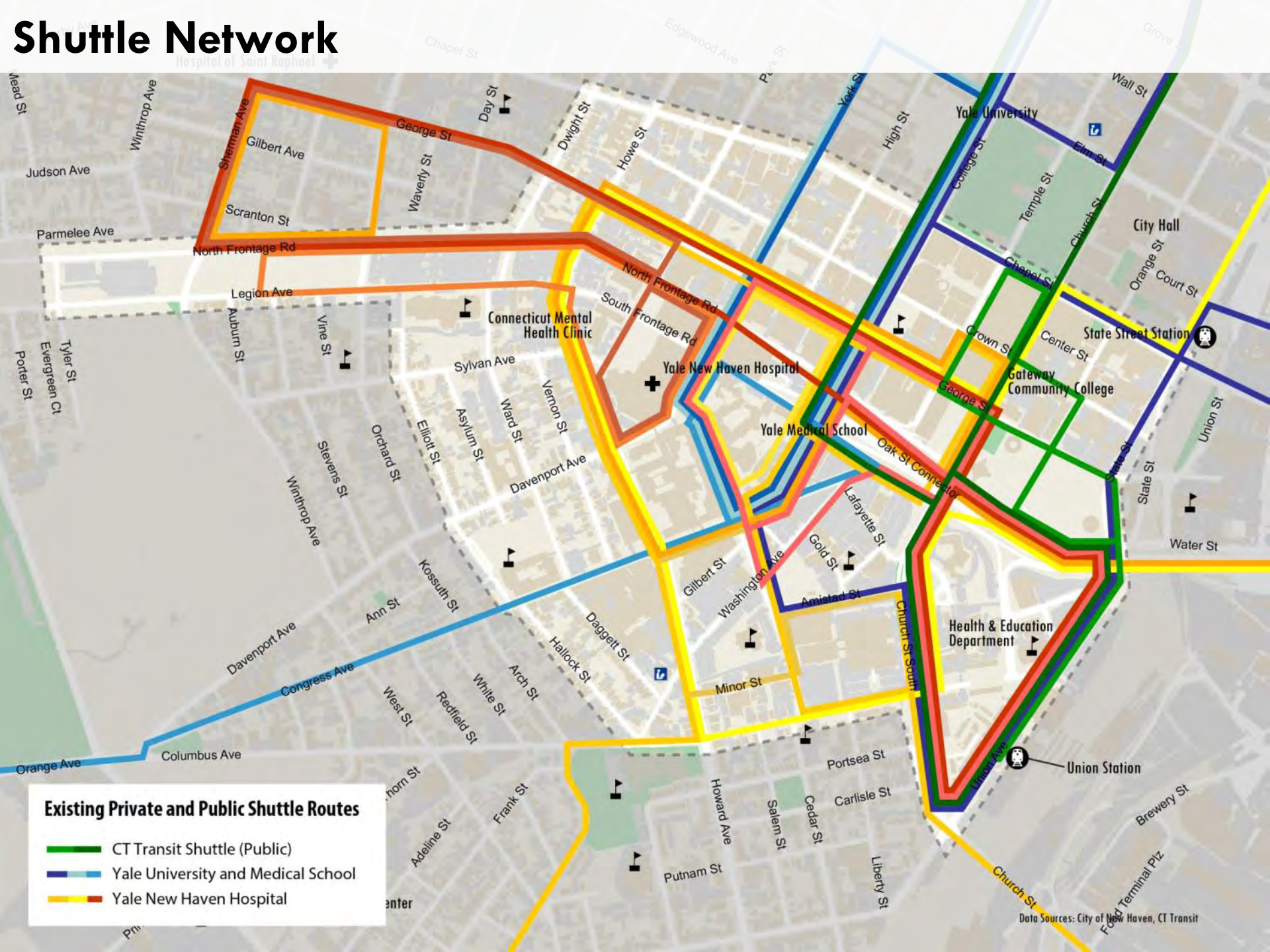


Data Sources: City of New Haven, CT Transit

Transit Network: Need to go downtown to go anywhere



Shuttle Network



Existing Private and Public Shuttle Routes

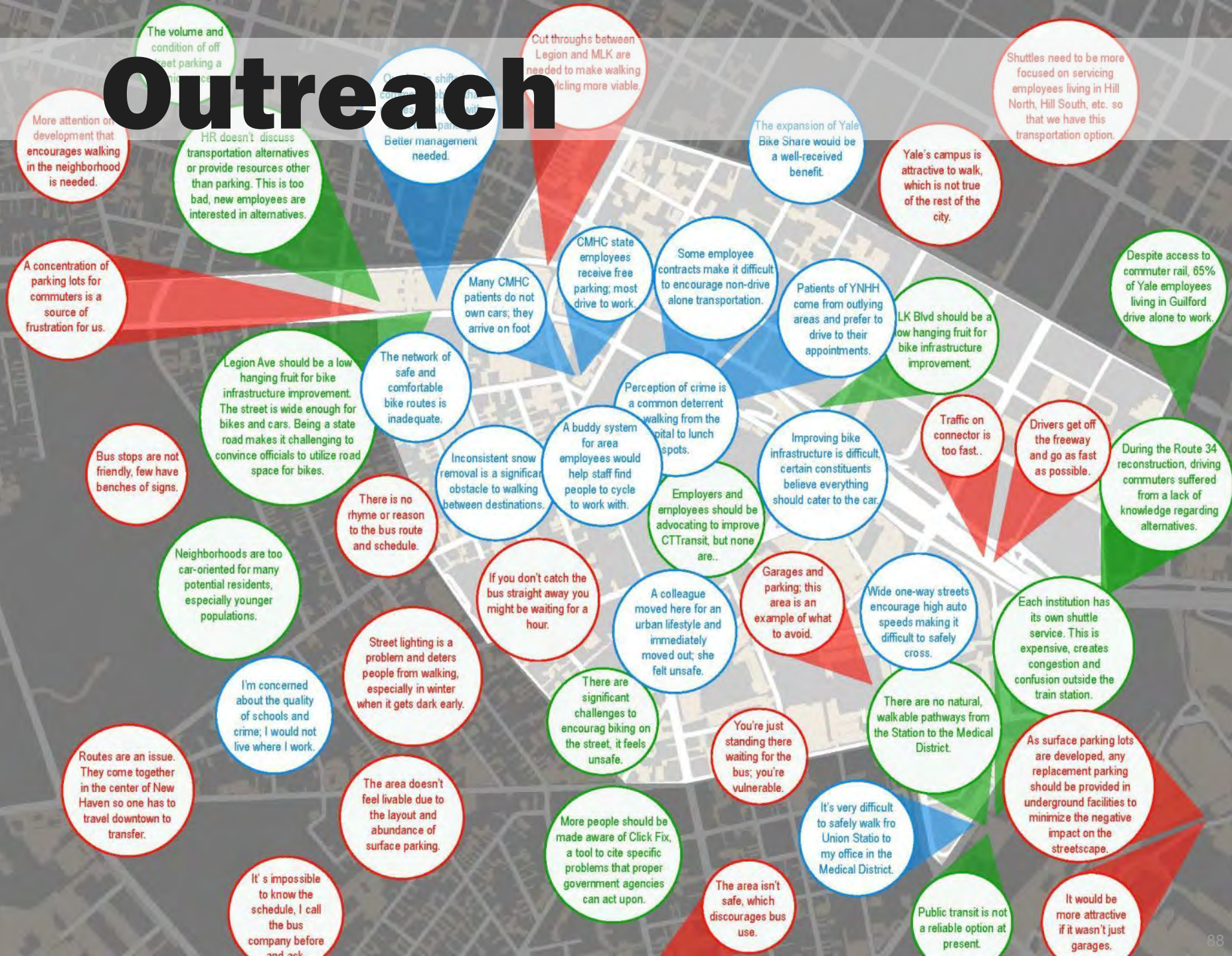
- CT Transit Shuttle (Public)
- Yale University and Medical School
- Yale New Haven Hospital

Institutions' TDM Programs: Major Progress



TDM Strategy	Provided By
Pre-tax transit benefit	YNHH, YSM
Ridesharing Program	YNHH, TSM
Ridesharing Incentives	YSM
Mass Transit Subsidies	YNHH
Vanpool Program	YNHH
Telecommuting	YNHH, YSM
Commuter Buses	YNHH
Discounted Motorcycle Parking	YNHH
Bike Commute Program	YNHH, YU
Walk to Work Program	CMHC
Car-Share Program	YU, Park New Haven
Bike-Share Program	YU

Outreach

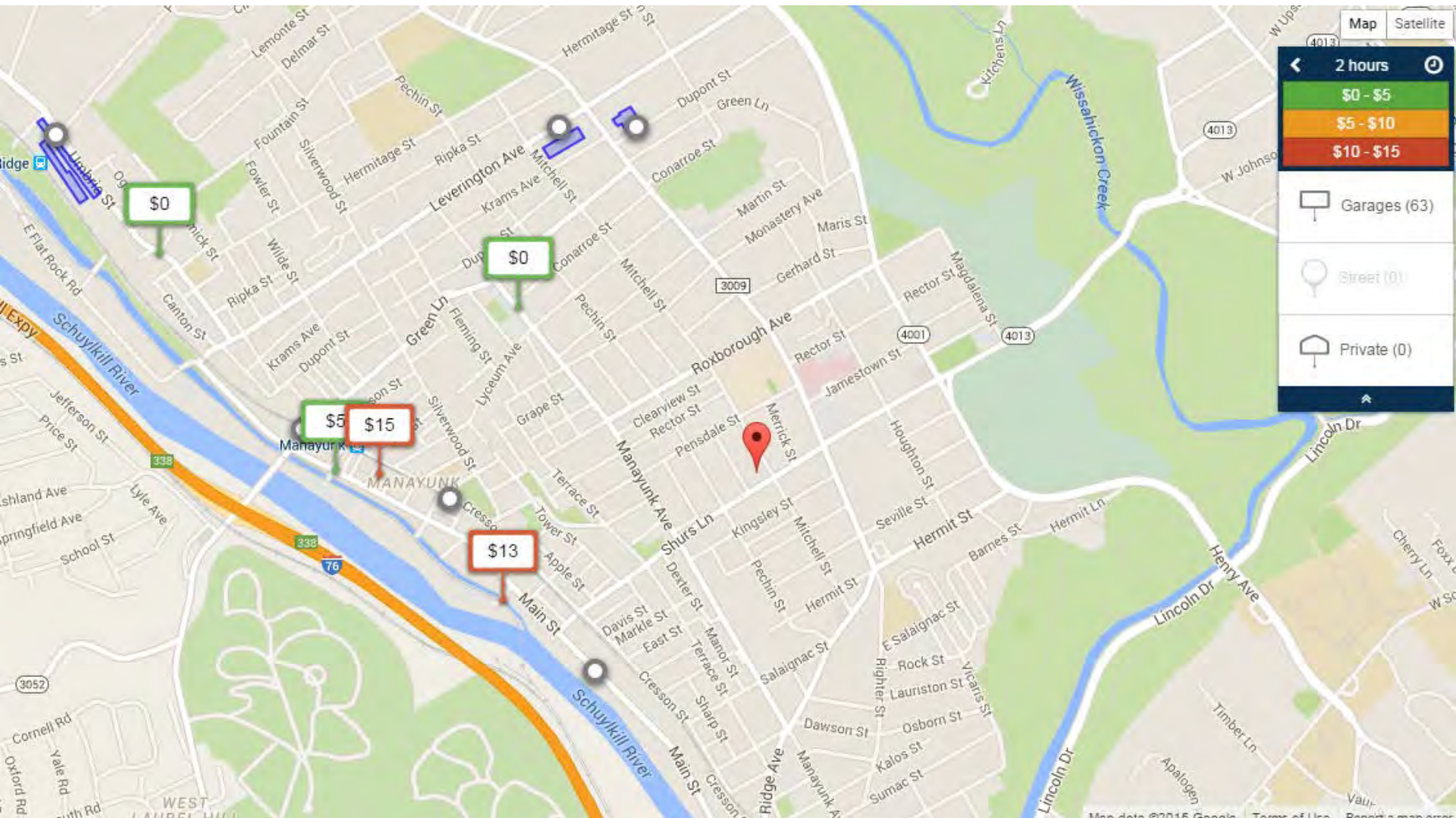


Purpose

Make Change Possible – Realizing City Vision will be cheaper, better design more viable, with less parking.



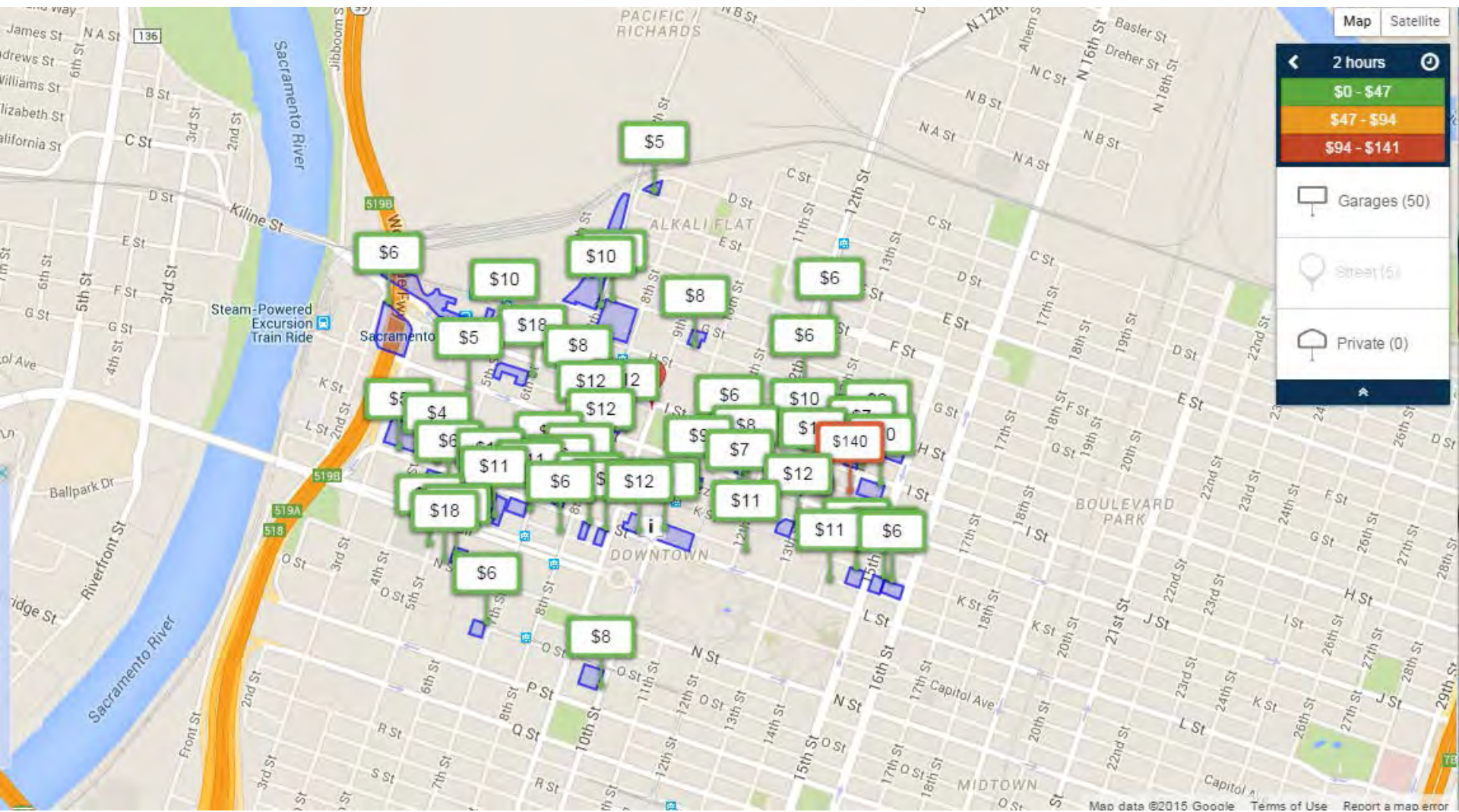
BID Leases from Public: Manayunk, Philadelphia, PA



Manayunk, Philadelphia, PA

- Special Services District (BID) leases parking from City
- Leases and manages 5 lots
 - Pays to improve lots
 - 1-2 year leases and month-to-month
 - O&M, including signs and lights
- Uses a third-party
 - Flexibility, large company
 - ~\$30,000/yr for lot insurance
 - Takes SSD out of parking operations day-to-day
- Parking revenue is 30% of total SSD revenues
- Would expand parking lots if/when available
- Rates need to be approved by City Council

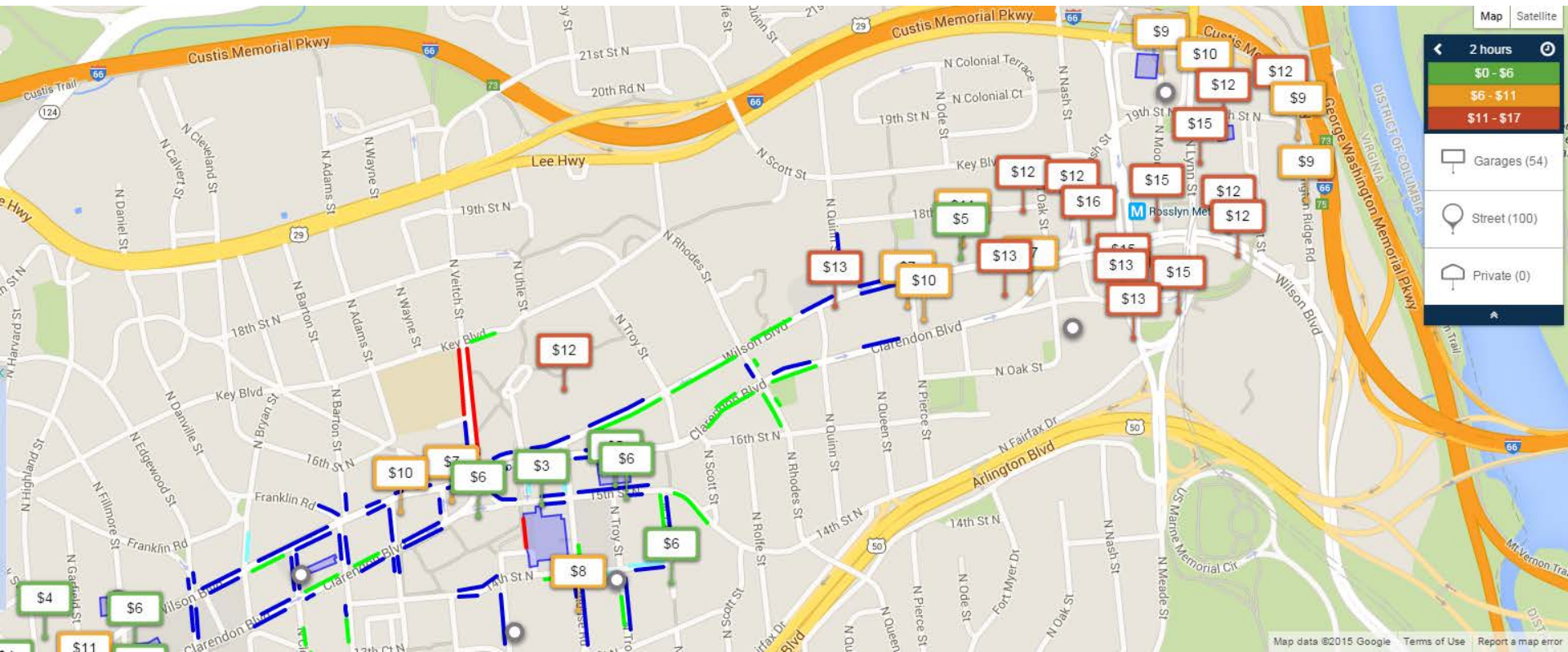
City leases from Private: Sacramento, CA



Sacramento, CA

- Manages 17,000 parking spaces (10,000 are leased)
- 124 person staff
- Two types of agreements:
 - Enforcement only
 - Revenue goes to City; no management fee
 - Full management
 - Facility treated like it is City owned
 - Have increased revenue in some facilities by 70%
- Terms vary lease to lease but use standard template
- Will take on short-term deficit to avoid building more parking
- Uses City insurance

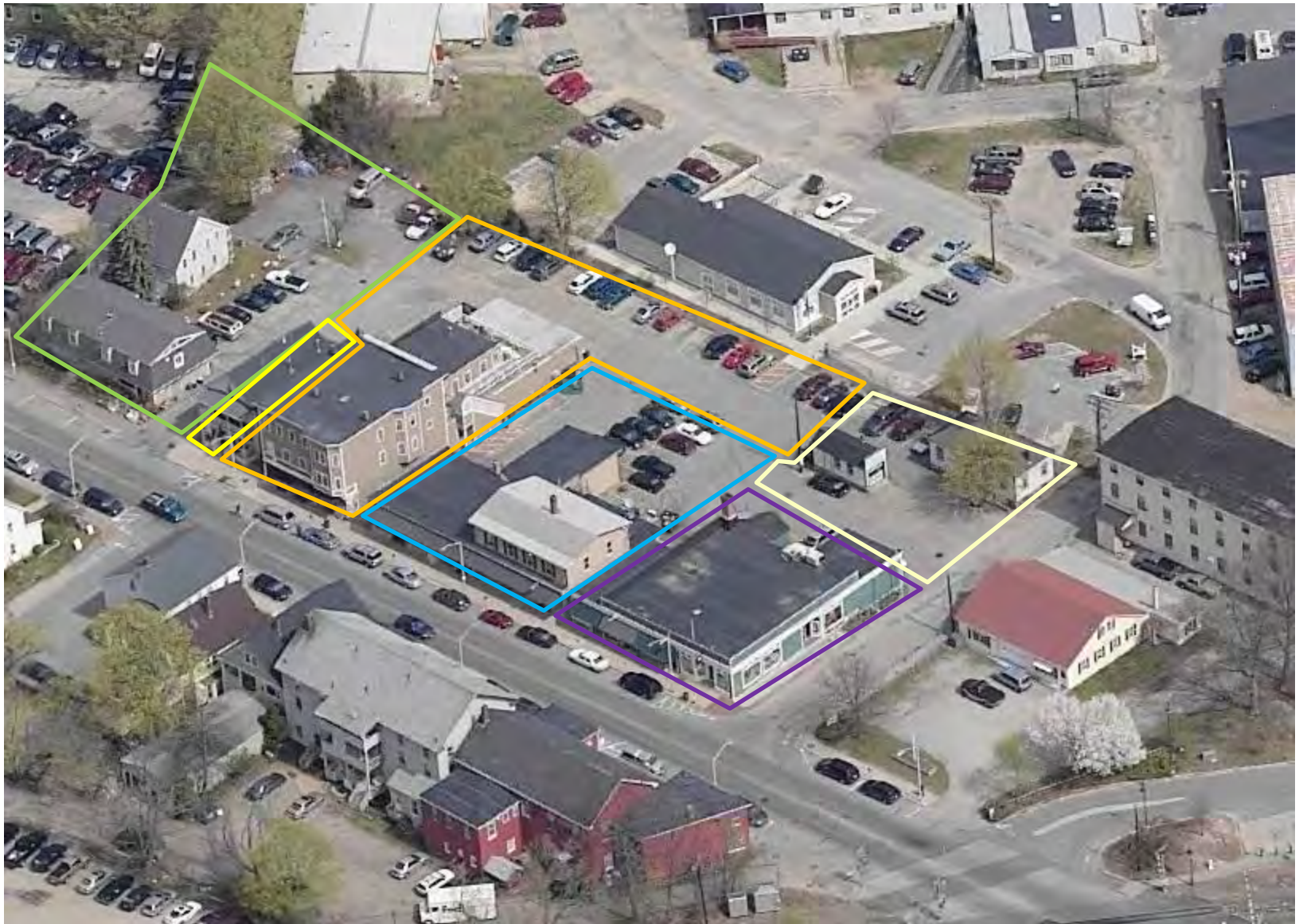
Public requires Private: Arlington, VA



Arlington, VA

- Private sector provides most of the public, off-street supply
- Require private owners/operators to make some/all of their parking publicly accessible
- Zoning code (Site Plan Requirement)
 - Allows 100% of parking to be provided off-street through agreement
- Has some Parking Development Agreements
- No insurance coverage, maintenance, enforcement, etc.

Private works with Private: West Concord, MA



West Concord, MA



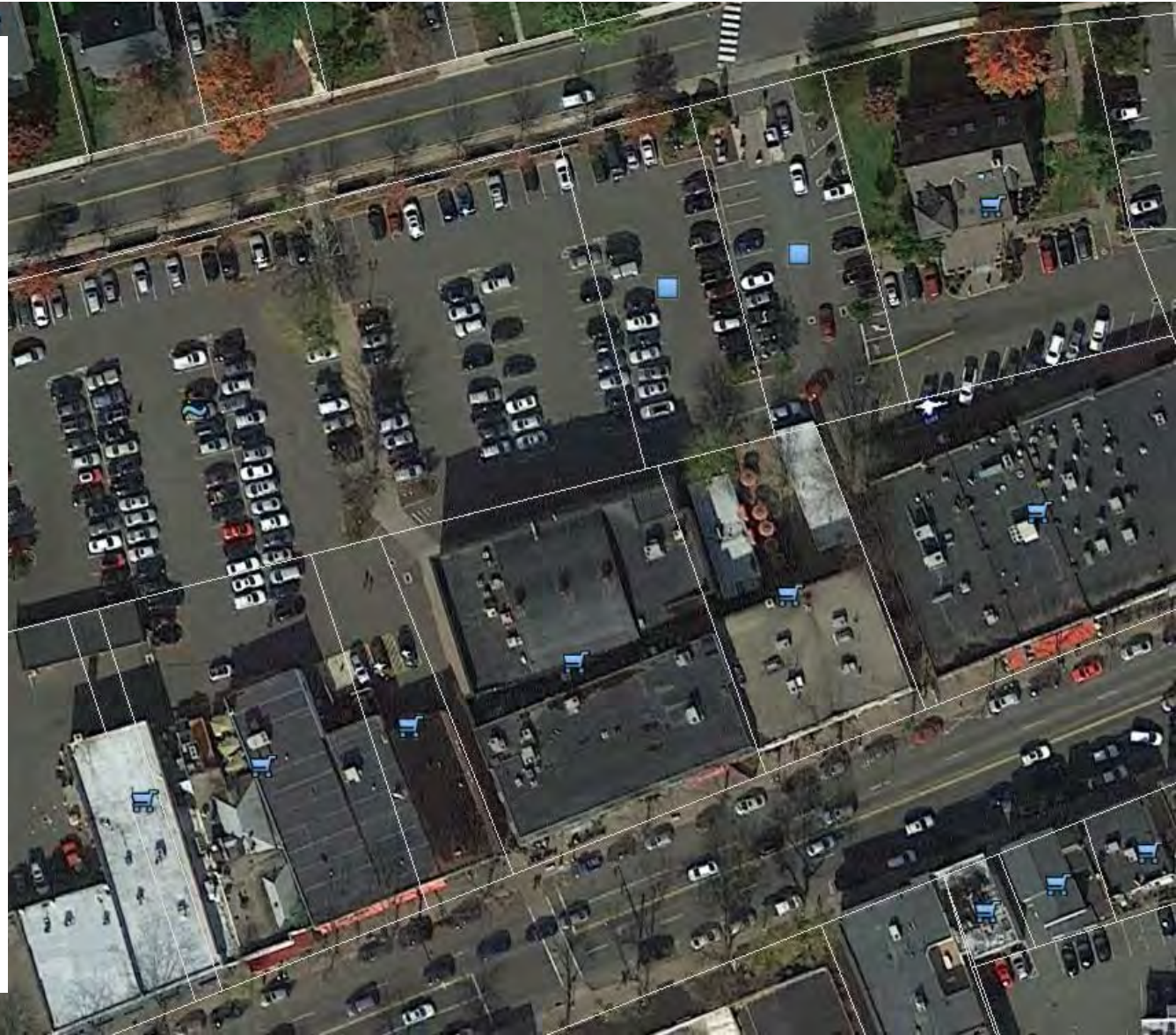
- 1999
- Special permit
- 4 landowners
- 45/45/5/5 split
- Paved, signs, drainage added
- Split snowplow
- Added brick alleyway access
- Insurance unclear

Public works with Private: West Hartford, CT



West Hartford, CT

- 1960
- Town led consolidation
- Town maintains, stripes, etc.
- All day public parking
- Priced



Public requires Private: Coconut Grove, Miami, FL

Developers or property owners have three choices for satisfying minimum parking requirements:

- off-street parking
- contract spaces elsewhere
- pay in lieu fees
\$50 per space per month
or \$10,000 per stall

Collected revenue goes to:

- Provide shared, structured parking
- Improve transit service
- Maintain the sidewalks and pedestrian amenities

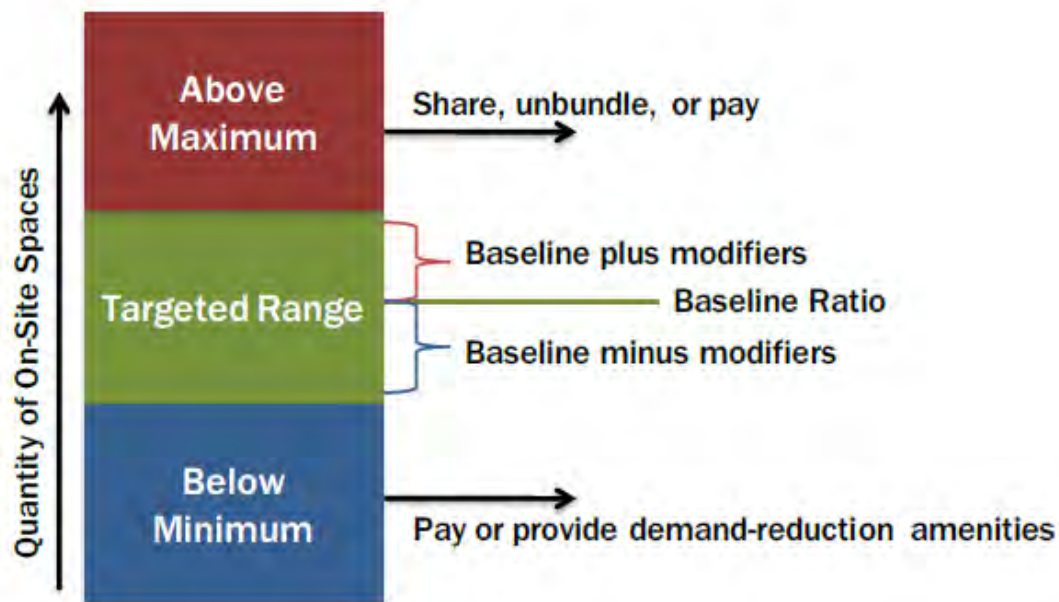


Public requires Private: Montgomery County, MD

- Parking Lot District (PLD) created between 1947 – 1951
 - Bethesda, Montgomery Hills, Silver Spring, Wheaton
- PLD is an example of a Parking Management District (PMD)
- Each PLD has its own enterprise fund
 - Receives all parking revenue, including citations
 - Includes revenue from ad valorem tax/parking benefit charge
 - Funds can be used to finance mixed-use development projects, transit service, NMT, lighting, streetscape, etc.
- Parking revenue covers 90% of parking costs

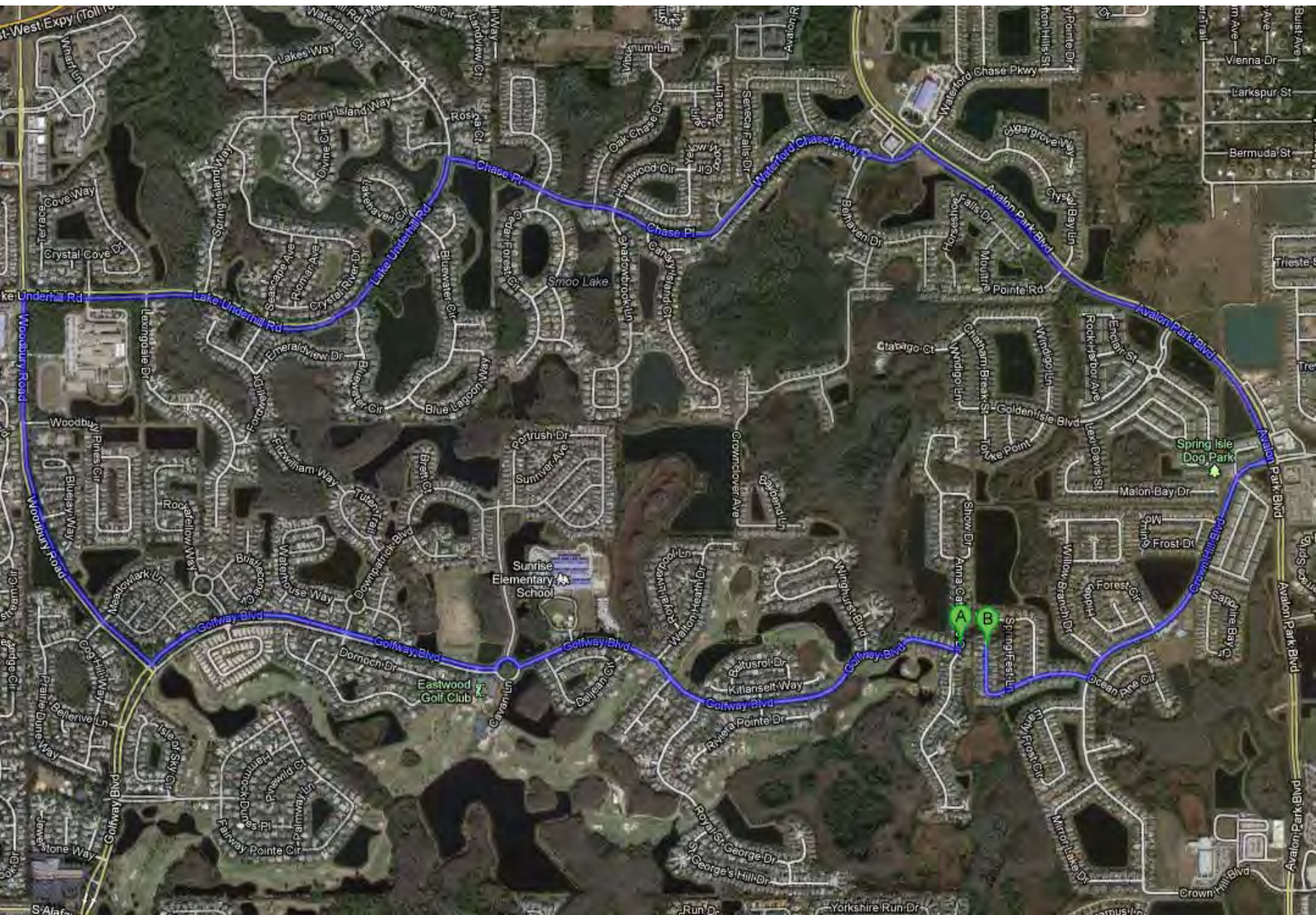
Montgomery County, MD

- In-lieu fees may be used to finance the construction and management of parking spaces in centrally located public garages that serve various developments, including ones that opt for in-lieu fees instead of providing on-site parking.
- Fees allow consolidation of parking spaces and maximization of parking use. ***While County policy does not encourage the building of publicly owned or managed garages, the County may use this revenue to finance publicly accessible spaces in appropriate private garages.***



https://maps.google.com/maps/@40.768925,-81.161858&sspn=0.002116,0.002599&geocode=FVBgswEd85Ep-w;FfhfswEdiJUp-w&t=h&mra=mift&mrsp=1&sz=19&z=19&utm_source=buffer&buffer_share=c886b

Yet it is 7 miles between them



Unbundle parking costs

House A:

- 2,000 sq. ft.
- 3 bedrooms
- 2-car garage
- **\$500,000**

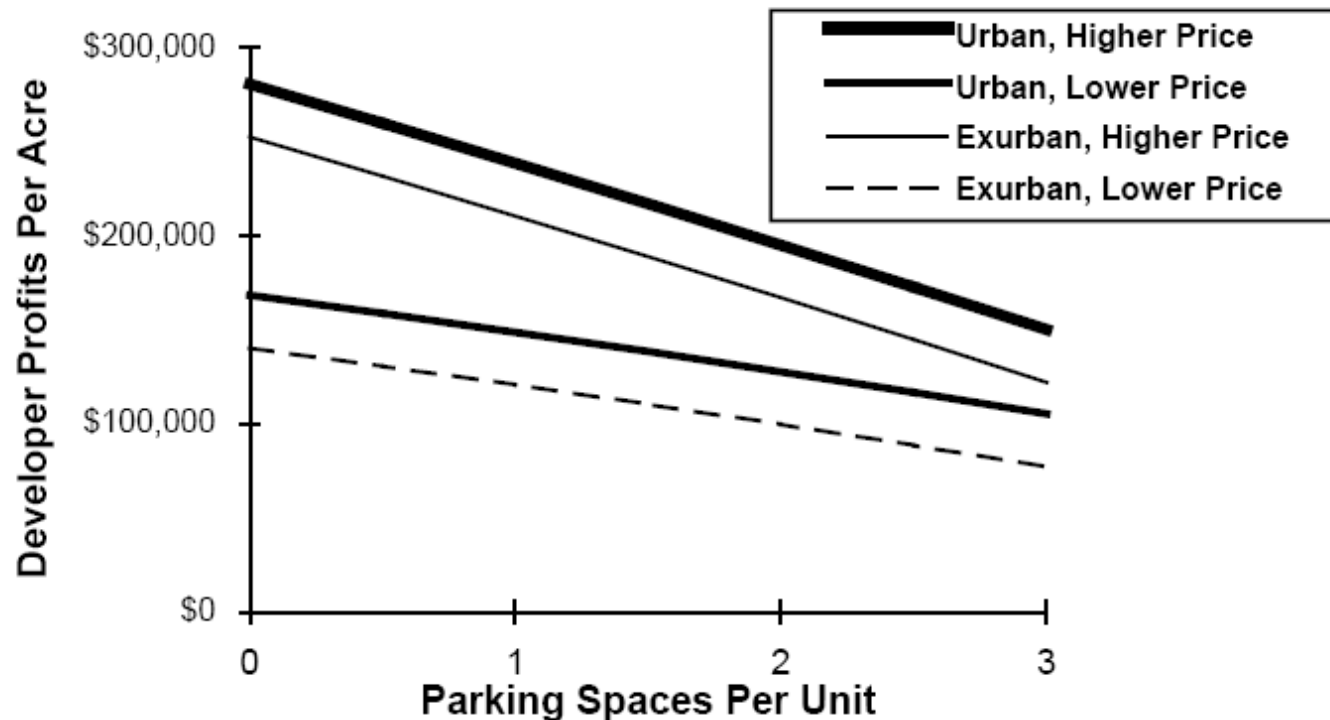


House B:

- 2,300 sq. ft.
- 4 bedrooms
- 1-car garage
- **\$500,000**



One size fits all bundled parking = reduced housing affordability



Developer profits per acre decline with increasing parking due to increased costs and reduced units. This reduces developers' incentive to build affordable housing.

Source: Todd Litman, *Parking Requirement Impacts on Housing Affordability*, Victoria Transport Policy Institute (2005).

Who's unbundling for sale?

San Francisco

- Four Seasons: \$150/month for self-park; \$250/month for valet parking (2004)
- 300 3rd Street: All parking owned by 3rd party, residents lease parking at market rate



Seattle (moda)

- All parking spaces leased month-to-month
- 251 units sold out in one week



St. Louis, MO (Ballpark Lofts)

- 25% of buyers opted for no parking space



Who's unbundling for sale?

Washington, D.C. (multiple examples)

- Developer typically leases parking facility to a 3rd party garage operator
- Parking spaces then typically leased to homebuyers for \$200/month (2004)
- Unused spaces can sometimes be leased to other residents or employees in the neighborhood

Chicago (multiple examples)

- Most common is for HOA to own all parking spaces
- Where parking demand is low, spaces are assigned to units at a nominal charge and often used for guest parking
- Where parking demand is high, monthly costs range from \$150-\$200 / month (2004)
- Tandem parking are generally less expensive and valet parking is generally more expensive

San Francisco Carshare Regulation 2008

Planning Code, Section 166:

Units	Space
0-49 units	0 car share spaces
50-200 units	1 car share space
201 or more units	1, plus 1 for every 200 dwelling units over 200

Planning Code, Section 167:

- If more than 10 units, parking must be leased or sold separately from the rental or purchase fees for the life of the unit
- Parking requirements were lowered or eliminated at the same time

Why Shared Parking?

- Available parking at all times
- Enhanced resident & visitor experience
- Increased economic activity & vitality
- Longer stays that boost merchant & restaurant business
- Reduced congestion & pollution
- More inviting public realm
- Vibrant street life
- A cheap new garage!

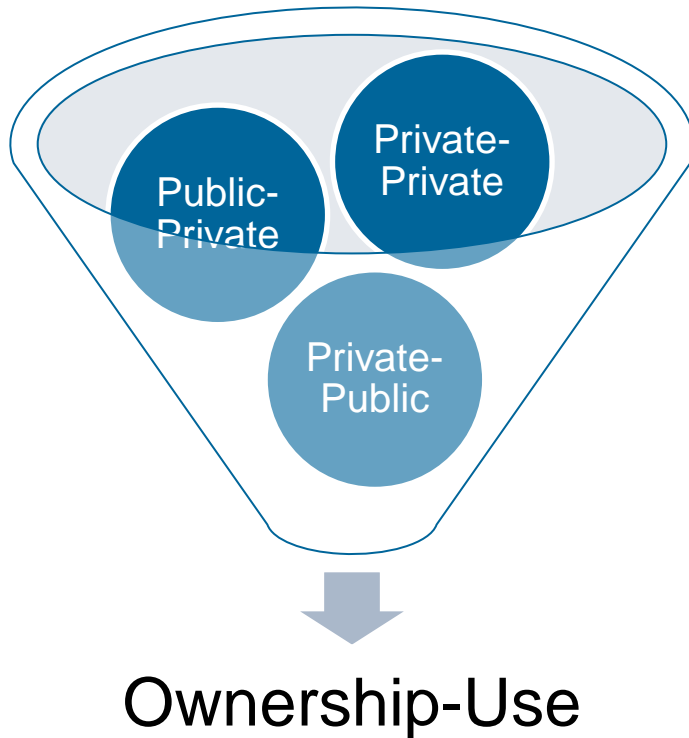
USDN Parking Convening 2.0

Addressing Major Challenges



Jason Schrieber and Lisa Jacobson, Nelson\Nygaard
Burlington, VT | May 21, 2015

Shared Parking Agreements



More specifically:

- Private leases to public
- Public leases private
- Private leases to private
- Public allows other public
- Private sells to public
- Public sells to private
- Public requires private
- Public incentivizes private
- Private funds public
- Joint development
- And more!

Successful Shared Parking Agreements

- Cooperation between two or more parties
- Reduce concentrated parking pressure
- More efficiently use existing parking
- Build fewer parking spaces/decreased paved surfaces
- Improve neighborhood/business climate
- Mutually beneficial

Approach

- One by one
- High demand
- Zoning
- Incentives
- Technology
- Districtwide
- Mobility district

Major Hurdles

- Liability/insurance
- Zoning
- History
- Personalities
- Property valuation/assessment (more taxes)
- Development rights
- Security
- Trust (public-private)
- No revenue stream
- Employment contracts (Union)
- Balance primary vs. secondary user needs
- Time of day patterns
- Operations (clean, plow)
- Ownership
- Current tenant relationships/retention
- Making the case
- Information/knowledge/education
- Enforcement
- Customer communications
- Parking WITH multimodal environment
- Changing/growing development
- Long-term commitment
- Land banking

Major Hurdles (cont'd)

- New taxes – additional revenue impact
- Bank financing
- Other regulatory structures
- Parking competition (free adjacent parking)
- Competition for leasing
- Previous lease agreements

Major Challenges

- Liability/insurance
- Lease terms
- Operations and maintenance
- Rates
- Revenue sharing
- Access restrictions
- Design/circulation
- Technology

Liability/insurance

Considerations

- Who is responsible? Who should be responsible?
 - City
 - Private
 - Parking Authority
 - BID or similar
 - Third party operator
- What does municipal insurance cover? What does private insurance cover? Is there a premium?
- Should you use a hold harmless agreement?

Challenges

- Someone needs to own it
- Economies of scale helps drive down cost

Opportunities

- May already be covered in municipal and private insurance
- Figuring this out overcomes #1 perception barrier

Liability/insurance

- Indemnify
- Hold harmless agreements
- Are there more experienced shared parking insurance agencies?
- ** Insurance FAQ

Lease terms

Considerations

- Flexibility
- Benefits for both parties
- Development opportunity
- Pro forma
- Types:
 - Month to month
 - Long term
 - Joint agreement
 - Property sale

Challenges

- Capital or O&M investment in short-term lease
- Facility may be pulled with short notice (cancellation notice)
- Zoning

Opportunities

- Flexibility
- Used to fill gaps
- Savings clause (month-to-month)
- Amortization clauses
- Zoning opt out?

Operations and maintenance

Considerations

- Paving
- Lines
- Signs (regulatory)
- Signs (facility)
- Repairs
- Lights
- Technology capital and maintenance
- Enforcement
- Administration

Challenges

- Capital or O&M investment in short-term lease
- Quality of O&M

Opportunities

- Consolidation/ economies of scale
- Standard expectations
- Continuity from user perspective

Rates

Considerations

- Who determines rates?
- Who monitors utilization and changes rates?
- How do rates compare to other public and private facilities?

Challenges

- Balance with market rates in area
- Covering costs (plus O&M)
- Capital investment in payment technology

Opportunities

- Revenue generation/ cover costs
- Incentive to split revenue
- Net revenue to spend on downtown improvements

Revenue sharing

Considerations

- Should be detailed in agreement
- Many options:
 - Flat payment
 - Profits over a certain percentage
 - Percentage of total revenue
 - Invested into benefit district
 - In-kind
 - No payment

Challenges

- Administrative logistics
- Issue of not generating revenue
- May take several years to generate revenue

Opportunities

- May encourage other landowners to share parking
- Use net revenue to spend on downtown improvements

Access restrictions

Considerations

- Should be detailed in agreement
- Shouldn't be overly complicated
- Many options:
 - 24/7
 - Off-peak (evening, weekend, daytime)
 - Special events or regularly occurring events
 - Reserved spaces/designation

Challenges

- Peak/off-peak overlaps
- Complicated signage
- Keeping it simple
- Enforcement

Opportunities

- Fills in gaps to use spaces more efficiently
- Business awareness

Design/circulation

Considerations

- Maximize number of spaces and/or walkways
- Could be designed and implemented by lessee, lessor, or shared

Challenges

- Capital investment
- Induce demand
- Landowner coordination

Opportunities

- Mutual benefit
- Improve efficiency
- Simplify circulation
- Improve user experience
- Improve visibility
- Minimize curb cuts

Technology: Apps!

Considerations

- Medium/venue for sharing
- Right platform
- Longevity
- Integration with parking information system (online maps, etc.)

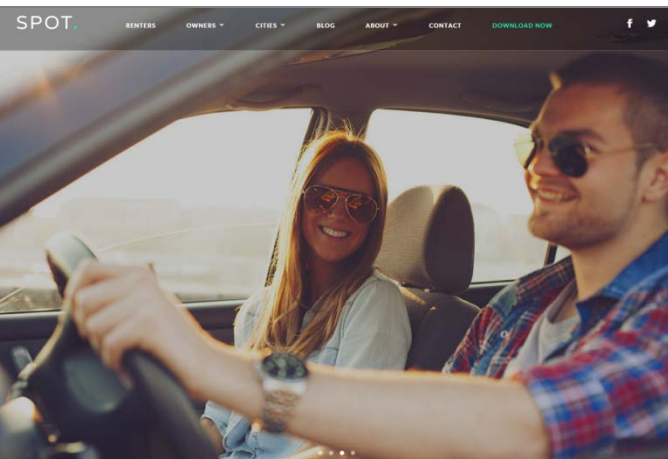
Challenges

- May exclude some
- Still in pilot phase
- Insurance

Opportunities

- Ease of transaction
- Like Tinder
- Third-party facilitation

Parking Apps



SPOT. RENTERS OWNERS CITIES BLOG ABOUT CONTACT DOWNLOAD NOW

LIST FIND a parking space a parking space PARK CIRCA private beta

START SHARING

HOW IT WORKS

- owner shares driveway for desired rate
- driver uses app to find parking
- driver checks in, like a good time, checks out
- credit is deducted from driver to pay owner

advocates wanted

download free app

get a live, location-aware stream of nearby options

AS FEATURED BY: San Francisco Chronicle, TNN, PST@MPAY, ReadWriteWeb, lifehacker

Rent out your driveway Find parking spots Contact

MonkeyParking

Connecting people looking for parking with driveway-owners at the tap of a button.

Available now in San Francisco.

Download on the App Store

Featured by: TechCrunch, Mashable, BUSINESS INSIDER, WIRED

CHANGE CITY MY ACCOUNT HOW IT WORKS DOWNLOAD OUR APP OUR APP

BOSTON PARKING

Monthly Daily

Where do you want to park?

FIND PARKING

Best Parking In Boston

Harvard grad to understand the pains of parking. From coast to coast people have been calling out for the SpotHero powers to reach their city. Boston now has

Looking for monthly parking?

EVENTS

Boston Marathon
Freedom Rally
Patriot's Day Parade
St. Patrick's Day Parade

See More >

HOTELS

Four Seasons
Intercontinental
Park Plaza Hotel
Ritz-Carlton
W Hotel

See More >

NEIGHBORHOODS

Back Bay
Beacon Hill
Boston Common
Cambridge
Charlestown
Downtown

See More >

LANDMARKS

Boston Harbor
Boston Navy Yard
Faneuil Hall
JFK Library and Museum
One Post Office Square
Prudential Center

See More >

How it works Jobs Popular locations Log In Sign up Help List your space

JustPark

Where do you want to park?

Rent out your parking space

Have a spare parking space on your driveway or in your garage? Why not add your parking space to JustPark, the world's largest online parking marketplace.

List your space for rent

What do drivers use JustPark for?

Event Parking

Do you have a space near a major sports stadium, concert venue or popular destination? JustPark connects drivers travelling to these events to your parking space.

Airport and Train Station Parking

If you live near an airport or train station your empty parking space is likely to be in huge demand. Airport parking is known to be very expensive and train station car parks seem to always be full.

Monthly Parking

If you have a parking space that is unused, renting out your parking space on a monthly/contract basis is one of the easiest ways to make some regular cash. JustPark will sort out all the payments for you. Just sit back and watch your bank balance increase - it really is that easy.

Any kind of parking space, all shapes and sizes

As well as the spaces we have referred to above we also recommend renting out your space if:

- You live near a school
- You live near a high street
- You live near a shopping centre
- You live near a park
- any other location where there is likely to be a high demand for parking on a short term or long term basis.

Free to list

List your parking space for rent with us it's free. We only make money when you make money.

Earn money

Some driveways are being rented out for £200+ per month. Spaces near stadiums go for £5+ per day.

Payment collection

We will handle all the payments on your behalf and transfer the funds to you after the payment has cleared.

Safe & secure

Your address is kept confidential up until the time the booking has been completed.

How it works Jobs Popular locations Log In Sign up Help List your space

JustPark

Find your perfect parking space

Trusted by over 500,000 drivers

Where do you want to park?

From Until Search

How it works

Parking Apps

[How It Works](#) [Log In](#) [Create Account](#) [List Your Spots](#)



After Hours Parking Made Easy

Earn money by renting your spots after business hours.
No attendants. No pay boxes. No hassle.



List your Spots

GoSpot Parking works with any size lot – from dry cleaners with a few spots to churches with several – and supports your definition of “after hours.” After 5 pm but out by 4 am? No problem. You set the schedule. We collect payments and send you a monthly check. Sound simple enough? List your spots now.



Park in Spots

Parking using GoSpot is quick and easy. Drive up, visit www.gospotparking.com on your mobile phone, and enter your payment & license plate. Use GoSpot a lot? Create an account for one-click payments. And, of course, be respectful of the business and be out by the designated time.



Sign up Spots

Know spots that would be perfect for GoSpot? Want to earn some extra cash? Become a GoSpotter and earn 10% of revenue generated by your spots for two years. Yup, you sign up spots, people park, you get 10% for two years. Heard enough? Get started (before someone else signs up those spots!).

USDN Parking Convening 2.0

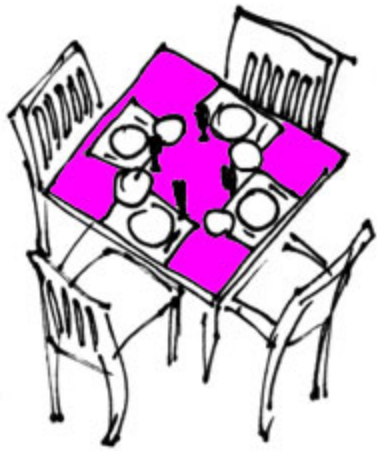
Recap of Day 1



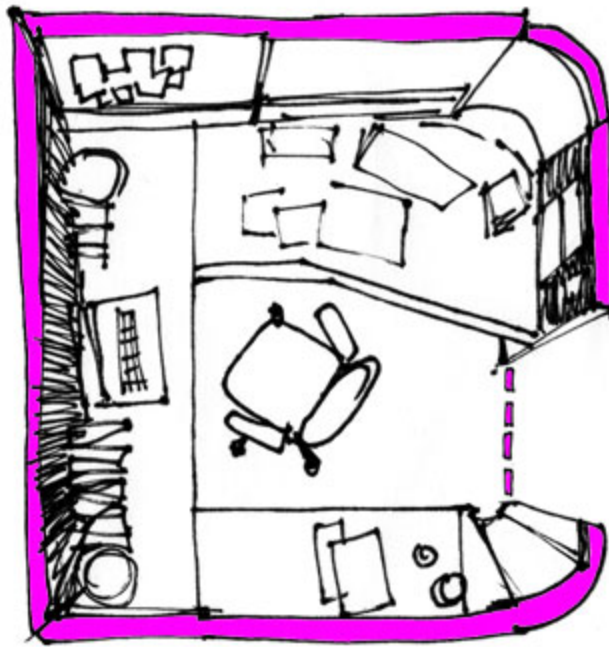
Jason Schrieber and Lisa Jacobson, Nelson\Nygaard
Burlington, VT | May 22, 2015

Value of Unused Parking



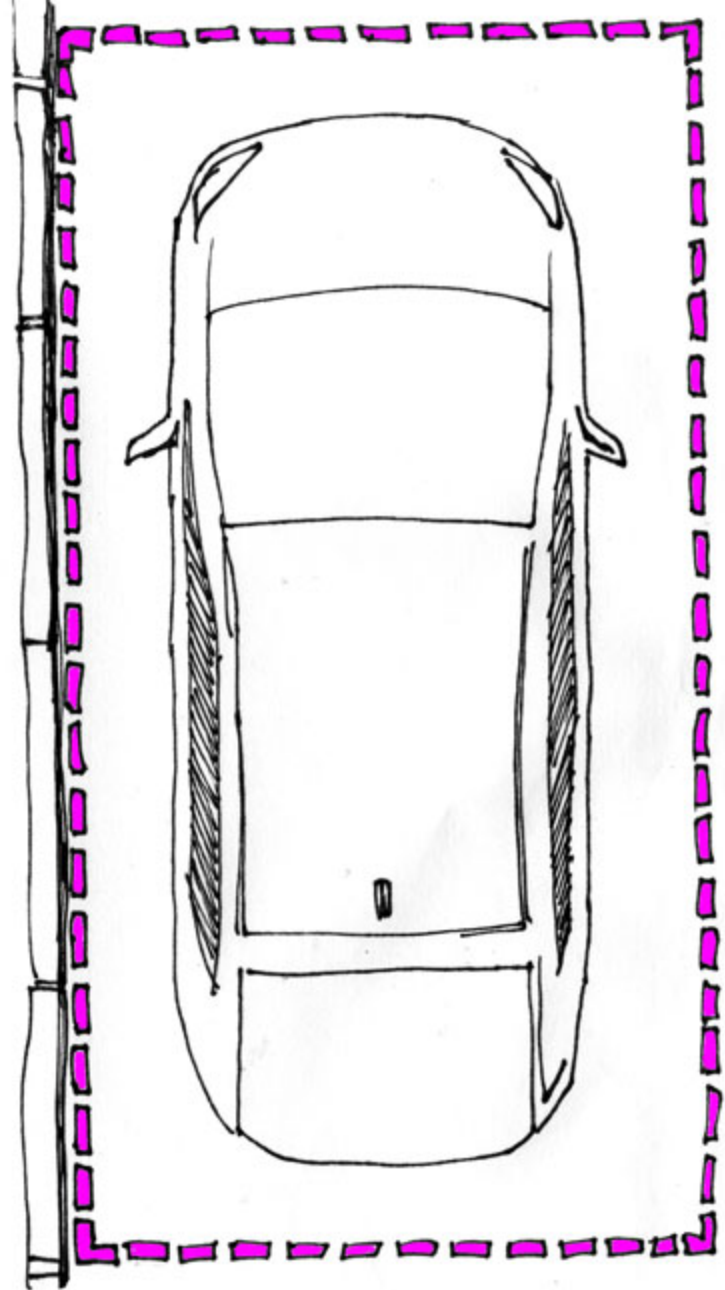


25
square feet



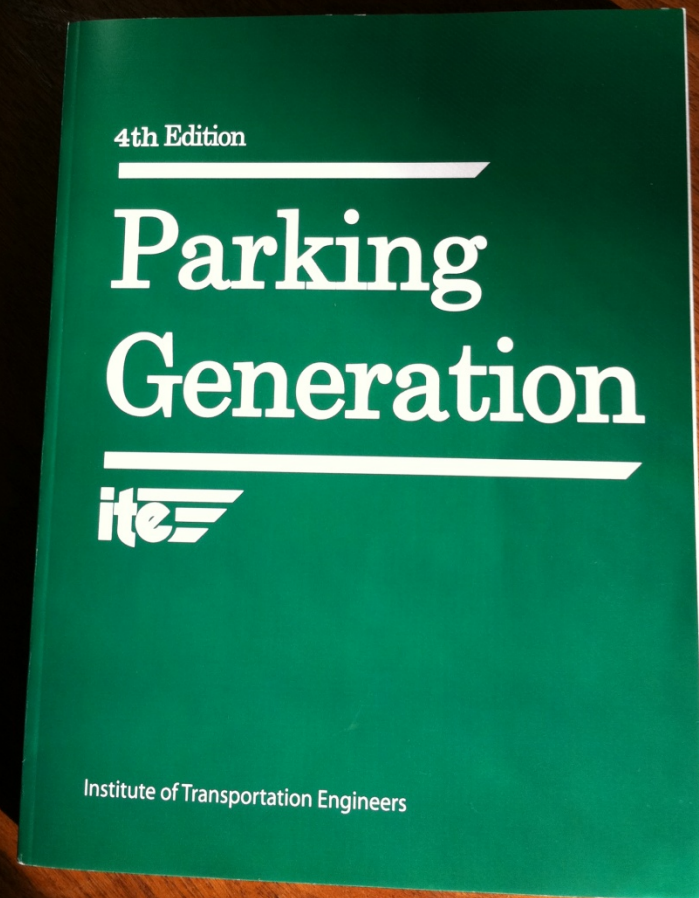
72
square feet

Value of Land



200
square feet

High Minimum Requirements



FAST FOOD RESTAURANT WITH DRIVE-IN WINDOW (836)

Peak Parking Spaces Occupied vs: 1,000 GROSS SQUARE FEET LEASABLE AREA

On a: WEEKDAY

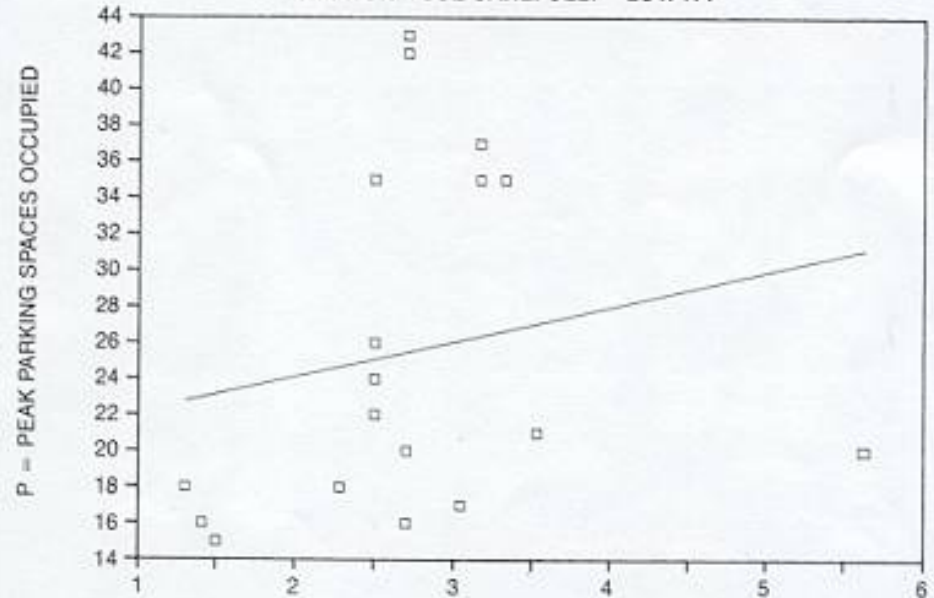
PARKING GENERATION RATES

Average Rate	Range of Rates	Standard Deviation	Number of Studies	Average 1,000 GSF Leasable Area
9.95	3.55-15.92	3.41	18	3



DATA PLOT AND EQUATION

CAUTION—USE CAREFULLY—LOW R^2 .



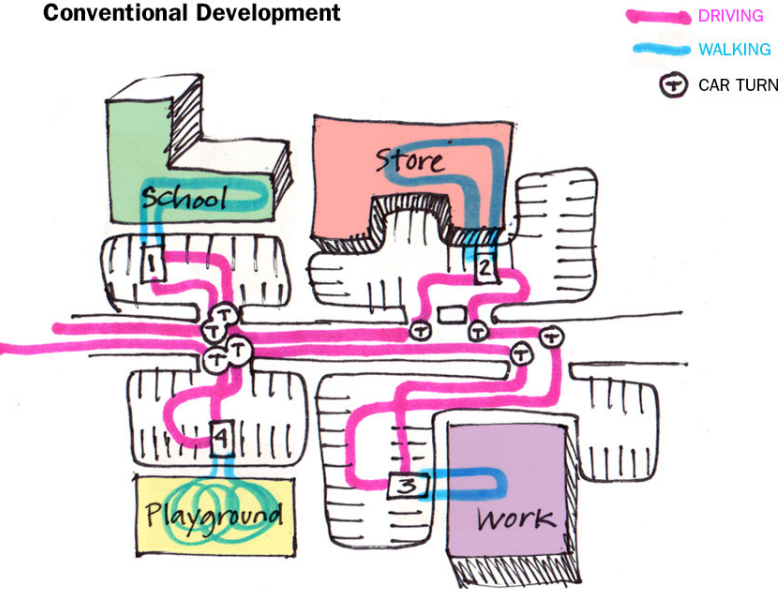
X = 1000 GROSS SQUARE FEET LEASABLE AREA
 □ ACTUAL DATA POINTS — FITTED CURVE

Fitted Curve Equation: $P = 1.95(X) + 20.0$
 $R^2 = 0.038$

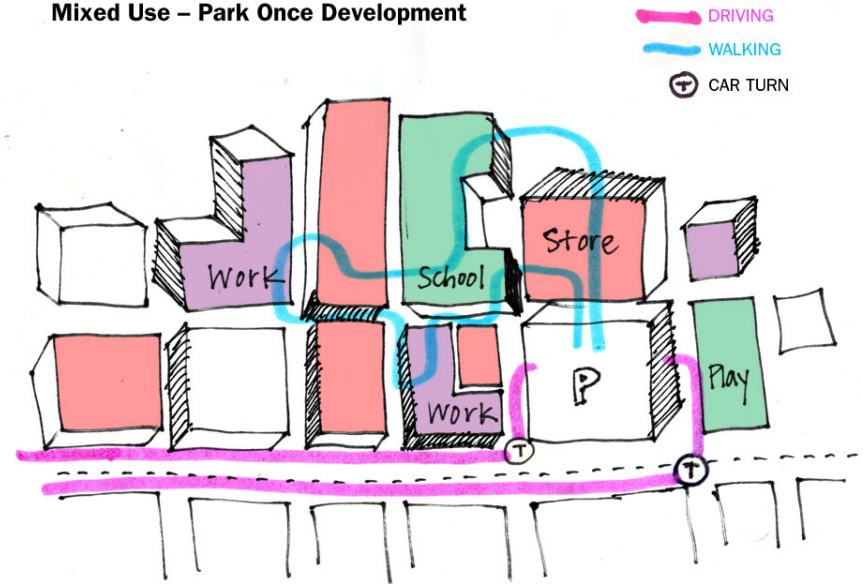


“Internal Capture”

Conventional Development

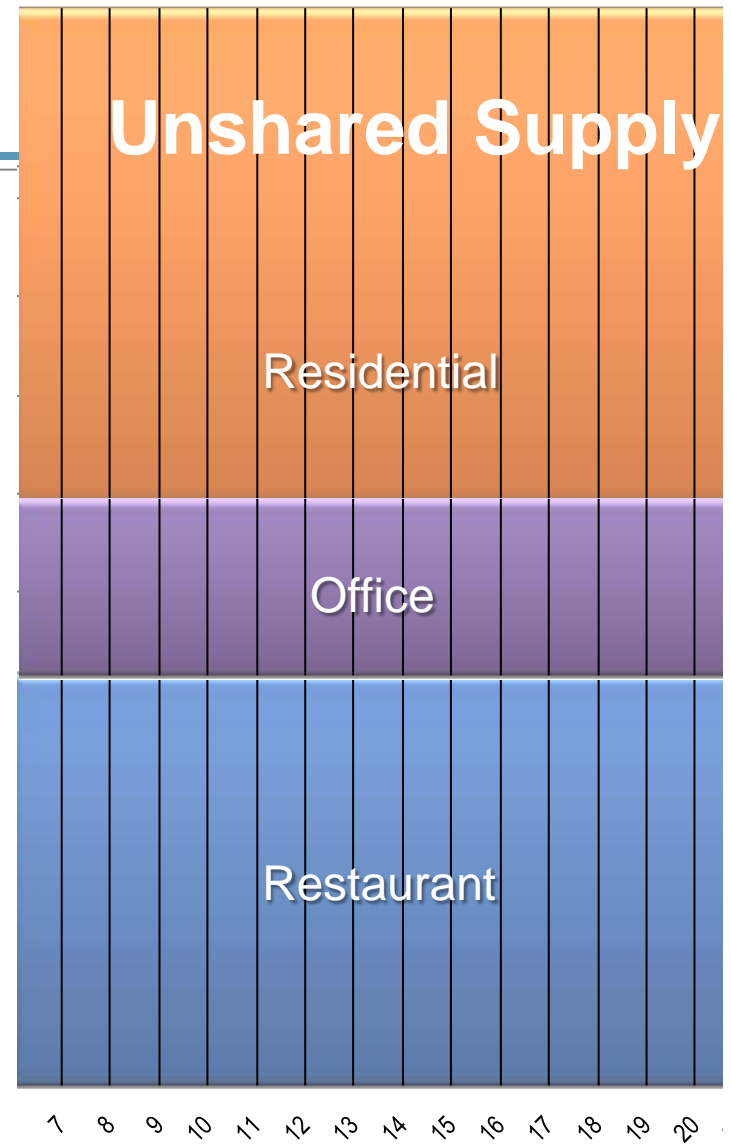
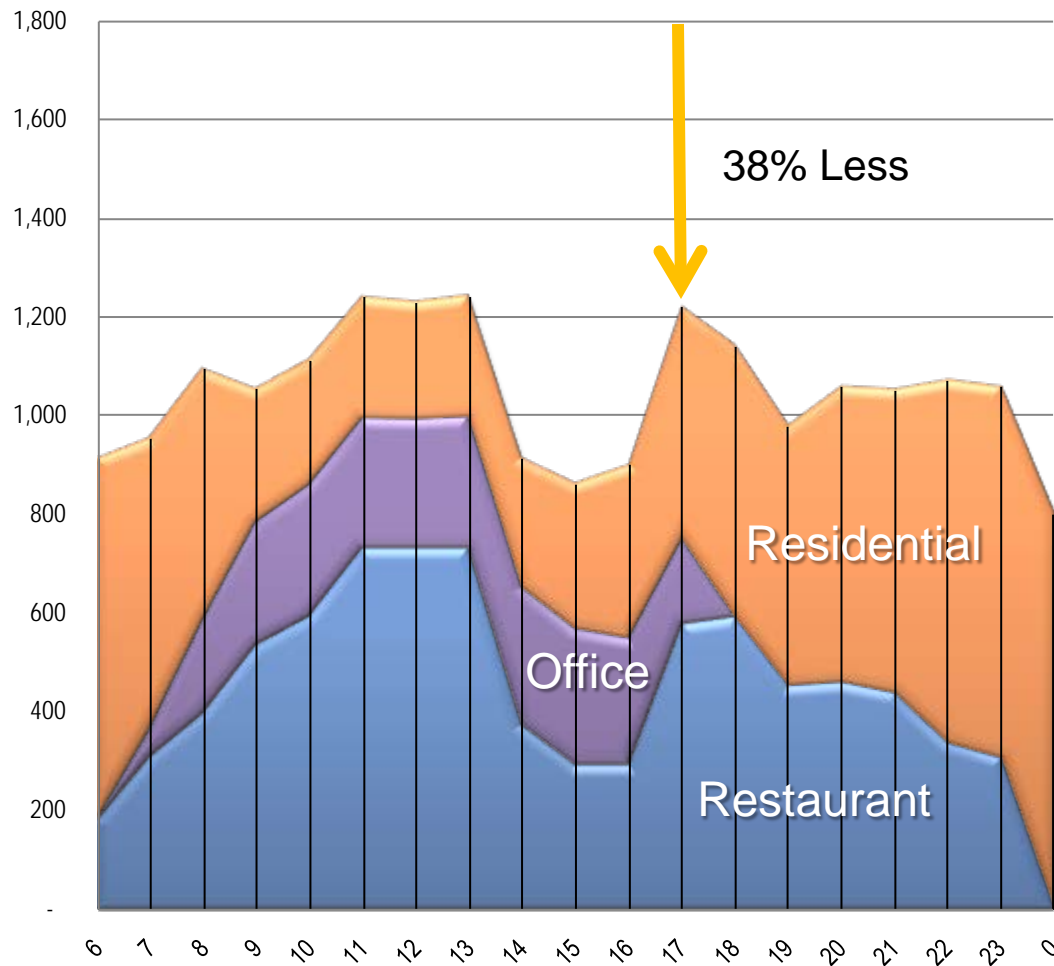


Mixed Use – Park Once Development



Time of Day: Shared Parking

Real Demand



Barriers to Walking/Accessing Parking






The New Parking Authority → Mobility Authority

getDowntown
Your Downtown Commuting Resource



Bus Bike Carpool Vanpool Walk Zipcar **golpass**



Go!Pass
Avoid the stress and hassle of parking downtown. Get a golpass! [Learn More >>](#)



[Get Your Go!Pass](#) [How Can We Help?](#) [Conquer the Cold](#)

CONQUER THE COLD




- OWN WINTER with Conquer the Cold!
- Discounts, Events, Resources and More
- [Click here for details.](#)


UPDATES FROM OUR BLOG




VIDEO: Navigating Winter Weather Conditions on Your Bike [🔗](#)



Check Out This List of Top Selling Gear from Bivouac Ann Arbor [🔗](#)



Contact getDowntown
[Email us](#)



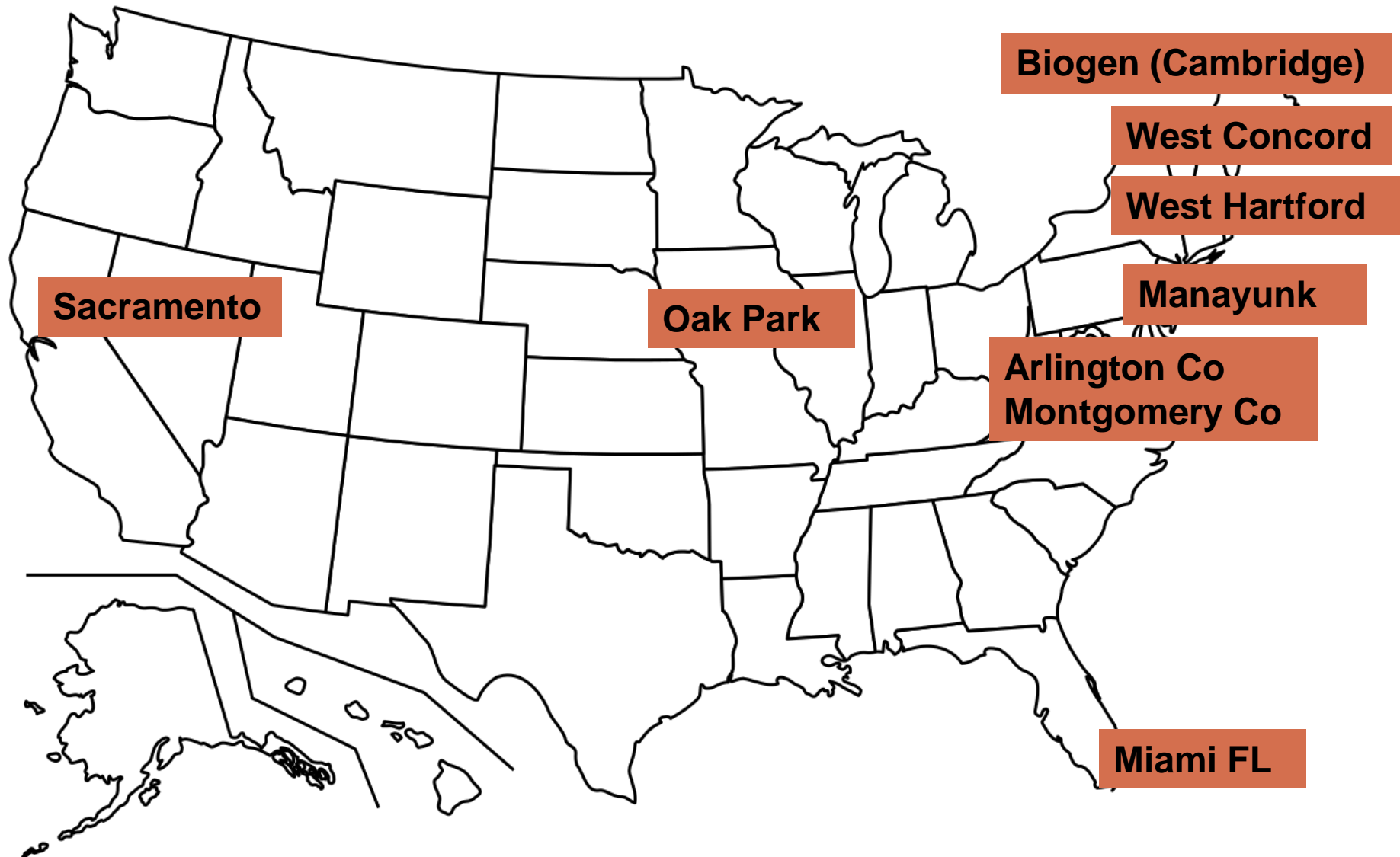
Mailing List Signup
 [▶](#)

The **getDowntown** Program provides commuting programs and services to employees and employers in downtown Ann Arbor. Programs and services include the **golpass**, **Commuter Challenge**, **bike locker rentals**, **Zipcars**, **free commuting assistance**, **commuting materials**, and more!

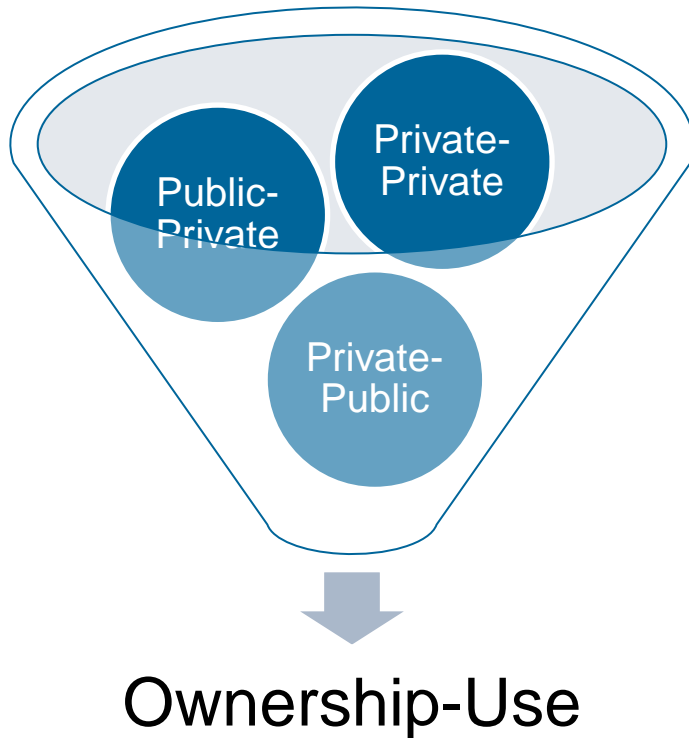
Why Shared Parking?

- Efficiency of resources (more from less – supply, ops cost,)
- Revenue sharing
- Better management
 - Through economy of scale (science and professionals can save us)
 - Improved customer experience
 - Providing availability to certain user groups in the right places
- Available parking at all times
- Enhanced parker experience (all users) in downtown
- Increased economic activity & vitality
- Reduced development costs & more land area (for buildings, open space, and other land uses)
- Increased public/private trust and cooperation
- Longer stays that boost merchant & restaurant business
- Reduced congestion, pollution & driving/parking demand
- More inviting public realm and vibrant street life

Shared Parking Model Case Studies



Shared Parking Agreements



More specifically:

- Private leases to public
- Public leases private
- Private leases to private
- Public allows other public
- Private sells to public
- Public sells to private
- Public requires private
- Public incentivizes private
- Private funds public
- Joint development
- And more!

Considerations

Included in Agreements

- Term and Extension
- Use of Facilities
(location, times, users, etc.)
- Maintenance
(responsible parties, categories, cost share)
- Operations
(responsible parties, revenue allocation, customer service, etc.)
- Utilities and Taxes
(responsible parties, cost share)
- Signage
- Enforcement/Security
(type, responsible parties, etc.)
- Cooperation/Communication
- Improvements
(rights, cost share, duration, etc.)
- Insurance
- Indemnification (during times of control!)
(parties, litigation cost share)
- Termination/Cancellation

Other Considerations

- The reputation/image of the City/Authority
- Regulatory & minimum design standards
(zoning, other regulatory structures, data reporting)
- Leases
(current tenant relationships/ retention, previous lease agreements, competition for leasing)
- Specifics
(history, personalities, ownership)
- Taxes/financing
(property valuation/ assessment, more taxes, bank financing)
- Development
(changing/growing development, land banking)
- The story
(making the case, information/knowledge/ education)
- Parking WITH multimodal environment
- Parking competition
(free adjacent parking)
- Apps and other technology
- Staffing/capacity

Other considerations

- The need to tackle zoning first & have your data support
- Joint development: public fronting garage construction capital in return for public parking; private getting capital discount in return for doing private ops/maint
- Private-private structures: to facilitate development, or to facilitate economic development. The City is the holder of an agreement for community benefit, but not involved for pure development facilitation.
- Private terms are dictated by the local market and particularly the local objectives
- Have a kickoff with shared partner to determine needs, ala carte options, base standard of care

Questions

- Why share revenue? Should we just pay a competitive lease regardless of utilization? Does revenue sharing sweeten the deal?
- Length of term? Private-private is simple; public-private not? Is public always more flexible? Is public willingness to cancel for the greater good guaranteed? Can it be trusted?

To be answered (homework):

- Does sharing mean more taxes, fees, or both? (is it enough to matter?)
- Does indemnifying a private entity avoid litigation cost? Can the public entity absorb litigation cost?

Steps

1. Identify the need (do a pro forma, count cars, data data data)
2. Basic educational materials
3. Build a coalition (identify a champion, talk to all stakeholders)
4. Identify the obstacles (zoning, prior arrangements, perception, etc.)
5. Develop the regulatory framework (zoning, authority, partnership, etc.)
6. Develop shared parking resource library
7. Develop targeted marketing & educational materials
8. Find a pilot project
9. Establish quasi-independent sharing entity/responsibility

Steps

1. Identify the need (do a pro forma, count cars, data data data)
 - Purpose
 - Facility expansion?
 - Cost-effectiveness?
 - Reducing parking demand?
 - Resolving user conflicts & complaints?
 - Identify the actual need/market
 - Parking utilization study
 - Citation data
 - On-going monitoring
 - Do a cost & revenue pro forma (will this pencil out?)
 - Sufficient reserve to cover under-performance?
 - Sufficient user base to fund arrangements + more?
 - Considerations include new assessed valuation, cost to terminate existing relationships, legal fees, improvement costs, maint/ops costs

Steps

1. Identify the need (do a pro forma, count cars, data data data)
2. Basic educational materials
 - Parking economics
 - Land use trade-offs
 - Economic opportunity
 - Downtown livability
 - Customer convenience
 - Etc.

Steps

1. Identify the need (do a pro forma, count cars, data data data)
2. Basic educational materials
3. Build a coalition (identify a champion, talk to all stakeholders)
 - A champion(s) (and replacements!)
 - Businesses
 - Land owners
 - Employees
 - Residents
 - Developers
 - Banks

Steps

1. Identify the need (do a pro forma, count cars, data data data)
2. Basic educational materials
3. Build a coalition (identify a champion, talk to all stakeholders)
4. Identify the obstacles (zoning, prior arrangements, perception, etc.)
 - Base code or special permit?
 - Licensure?
 - Lease termination?
 - Improvement costs?
 - Ops/maint?
 - Opposition? (NIMBY, favoritism, privatization, land banking...)

Steps

1. Identify the need (do a pro forma, count cars, data data data)
2. Basic educational materials
3. Build a coalition (identify a champion, talk to all stakeholders)
4. Identify the obstacles (zoning, prior arrangements, perception, etc.)
5. Develop the regulatory framework (zoning, authority, partnership, etc.)
 - Shared parking ordinance
 - Licensing, assessing, etc.
 - Design guidelines
 - Municipal department, BID, Authority, enterprise, private operator?
 - Funding streams, improvement fund, community benefits

Steps

1. Identify the need (do a pro forma, count cars, data data data)
2. Basic educational materials
3. Build a coalition (identify a champion, talk to all stakeholders)
4. Identify the obstacles (zoning, prior arrangements, perception, etc.)
5. Develop the regulatory framework (zoning, authority, partnership, etc.)
6. Develop shared parking resource library
 - Sample language
 - Indemnity information
 - Insurance information
 - Zoning/property rights retainage
 - Precedents
 - Reasonable comparables for the banks
 - Other tools

Steps

1. Identify the need (do a pro forma, count cars, data data data)
2. Basic educational materials
3. Build a coalition (identify a champion, talk to all stakeholders)
4. Identify the obstacles (zoning, prior arrangements, perception, etc.)
5. Develop the regulatory framework (zoning, authority, partnership, etc.)
6. Develop shared parking resource library
7. Develop targeted marketing & educational materials
 - Branding
 - Economic development marketing
 - Business attraction marketing

Steps

1. Identify the need (do a pro forma, count cars, data data data)
2. Basic educational materials
3. Build a coalition (identify a champion, talk to all stakeholders)
4. Identify the obstacles (zoning, prior arrangements, perception, etc.)
5. Develop the regulatory framework (zoning, authority, partnership, etc.)
6. Develop shared parking resource library
7. Develop targeted marketing & educational materials
8. Find a pilot project
 - Proof of concept
 - Supportive stakeholders
 - Community acceptance

Steps

1. Identify the need (do a pro forma, count cars, data data data)
2. Basic educational materials
3. Build a coalition (identify a champion, talk to all stakeholders)
4. Identify the obstacles (zoning, prior arrangements, perception, etc.)
5. Develop the regulatory framework (zoning, authority, partnership, etc.)
6. Develop shared parking resource library
7. Develop targeted marketing & educational materials
8. Find a pilot project (or do this earlier!)
9. Establish quasi-independent sharing entity/responsibility
 - Maint/Ops (including ala carte)
 - Signing/Information (include technology)
10. Reporting & monitoring (make people happy – be transparent!)

Ala Carte Options

- Permit parkers
- Enforcement only
- Maintenance
- Utilities
- Operations
- On the map
- Revenue equipment
- Improvements
- Revenue sharing

Your Homework: Due end of September

- Cambridge: Find two partners, inform them, begin negotiation
- Oak Park: Can the next residential project be fully-shared?
- Ft. Lauderdale: wow
- New Haven: Can you bring two partners together?
- Tucson: Can you resolve the bar fight?
- Santa Monica: Can you find a pilot that proves the concept, then build a coalition?
- Burlington: Can you find a pilot?

7 SHARED PARKING AGREEMENT EXAMPLES

DEL RAY Parking Study



Appendix – Example Shared Parking Agreements

Model - Shared Use Agreement for Parking Facilities

This Shared Use Agreement for Parking Facilities, entered into this ____ day of _____, _____, between _____, hereinafter called lessor and _____, hereinafter called lessee. In consideration of the covenants herein, lessor agrees to share with lessee certain parking facilities, as is situated in the City of _____, County of _____ and State of _____, hereinafter called the facilities, described as: [Include legal description of location and spaces to be shared here, and as shown on attachment 1.]

The facilities shall be shared commencing with the ____ day of _____, _____, and ending at 11:59 PM on the ____ day of _____, _____, for [insert negotiated compensation figures, as appropriate]. [The lessee agrees to pay at [insert payment address] to lessor by the ____ day of each month [or other payment arrangements].] Lessor hereby represents that it holds legal title to the facilities

The parties agree:

1. USE OF FACILITIES

This section should describe the nature of the shared use (exclusive, joint sections, time(s) and day(s) of week of usage.

-SAMPLE CLAUSE-*[Lessee shall have exclusive use of the facilities. The use shall only be between the hours of 5:30 PM Friday through 5:30 AM Monday and between the hours of 5:30 PM and 5:30 AM Monday through Thursday.]*

2. MAINTENANCE

This section should describe responsibility for aspects of maintenance of the facilities. This could include cleaning, striping, seal coating, asphalt repair and more.

-SAMPLE CLAUSE-*[Lessor shall provide, as reasonably necessary asphalt repair work. Lessee and Lessor agree to share striping, seal coating and lot sweeping at a 50%/50% split based upon mutually accepted maintenance contracts with outside vendors. Lessor shall maintain lot and landscaping at or above the current condition, at no additional cost to the lessee.]*

3. UTILITIES and TAXES

This section should describe responsibility for utilities and taxes. This could include electrical, water, sewage, and more.

-SAMPLE CLAUSE-*[Lessor shall pay all taxes and utilities associated with the facilities, including maintenance of existing facility lighting as directed by standard safety practices.]*

4. SIGNAGE

This section should describe signage allowances and restrictions.

-SAMPLE CLAUSE-*[Lessee may provide signage, meeting with the written approval of lessor, designating usage allowances.]*

5. ENFORCEMENT

This section should describe any facility usage enforcement methods.

-SAMPLE CLAUSE-*[Lessee may provide a surveillance officer(s) for parking safety and usage only for the period of its exclusive use. Lessee and lessor reserve the right to tow, at owners expense, vehicles improperly parked or abandoned. All towing shall be with the approval of the lessor.]*

6. COOPERATION

This section should describe communication relationship.

-SAMPLE CLAUSE-*[Lessor and lessee agree to cooperate to the best of their abilities to mutually use the facilities without disrupting the other party. The parties agree to meet on occasion to work out any problems that may arise to the shared use.]*

7. INSURANCE

This section should describe insurance requirements for the facilities.

-SAMPLE CLAUSE-*[At their own expense, lessor and lessee agree to maintain liability insurance for the facilities as is standard for their own business usage.]*

8. INDEMNIFICATION

This section should describe indemnification as applicable and negotiated. This is a very technical section and legal counsel should be consulted for appropriate language to each and every agreement.

-NO SAMPLE CLAUSE PROVIDED-

9. TERMINATION

This section should describe how to or if this agreement can be terminated and post termination responsibilities.

-SAMPLE CLAUSE-*[If lessor transfers ownership, or if part of all of the facilities are condemned, or access to the facilities is changed or limited, lessee may, in its sole discretion terminate this agreement without further liability by giving Lessor not less than 60 days prior written notice. Upon termination of this agreement, Lessee agrees to remove all signage and repair damage due to excessive use or abuse. Lessor agrees to give lessee the right of first refusal on subsequent renewal of this agreement.]*

10. SUPPLEMENTAL COVENANTS

This section should contain any additional covenants, rights, responsibilities and/or agreements.

-NO SAMPLE CLAUSE PROVIDED-

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date Set forth at the outset hereof.

[Signature and notarization as appropriate to a legal document and as appropriate to recording process negotiated between parties.]

Please return to: Administrative Staff, Cary Planning Department, P.O. Box 2008, Cary, NC 27512-8005

**STATE OF NORTH CAROLINA
COUNTY OF WAKE**

**SAMPLE
Shared Parking Agreement**

This Shared Parking Agreement ('Agreement') entered into this _____ day of _____, 200__ by and between _____, whose address is _____, and Parcel Identification Number (PIN) is _____ ('Lessor') and _____, whose address is _____, and Parcel Identification Number (PIN) is _____ ('Lessee').

1. To relieve traffic congestion in the streets, to minimize any detrimental effects of off-street parking areas on adjacent properties, and to ensure the proper and uniform development of parking areas throughout the Town, the Town of Cary Land Development Ordinance ('LDO') establishes minimum number of off-street parking and loading spaces necessary for the various land uses in the Town of Cary; and
2. Lessee owns property at _____, Cary, N.C. ('Lessee Property') which property does not have the number of off-street parking spaces required under the LDO for the use to which Lessee Property is put; and
3. Lessor owns property at _____, Cary, N.C. ('Lessor Property') which is zoned with the same or more intensive zoning classification than Lessee Property and which is put to a use with different operating hours or different peak business periods than the use on Lessee Property; and
4. Lessee desires to use some of the off-street parking spaces on Lessor Property to satisfy Lessee Property off-street parking requirements, such shared parking being permitted by the Town of Cary LDO, Section 7.8.3; and
5. Town LDO requires that such shared use of parking spaces be done by written agreement.

NOW THEREFORE, in consideration of the premises and the information stated above, the parties agree as follows:

1. SHARED USE OF OFF STREET PARKING FACILITIES

Per Section 7.8.2, Town of Cary Land Development Ordinance (Off-Street Parking Space Requirements), Lessor is required _____ off-street parking spaces and has _____ existing off-street parking spaces, which results in an excess of _____ off-street parking spaces. Lessee is required _____ off-street parking spaces and has _____ existing off-street parking spaces.

Lessor hereby agrees to share with Lessee a maximum of _____ off-street parking spaces associated with Lessor's Property, which is described in more detail on Attachment 1, attached hereto and incorporated herein by reference ('Shared Spaces').

Lessee's interest in such parking spaces is non-exclusive. The Lessee's shared use of parking shall be subject to the following:

[describe the time, days etc of the use and the nature of the shared use, limits on time vehicles may be parked, etc.]

2. TERM

This Agreement shall be effective upon execution by both parties and shall be accepted by the Planning Director and shall not be amended and/or terminated without written consent of both parties and the Cary Planning Director, or his/her designee.

3. SIGNAGE

Directional signage in accordance with Chapter 9, Town of Cary Land Development Ordinance and the written approval of Lessor may be added to direct the public to the shared parking spaces.

4. COOPERATION

The parties agree to cooperate and work together in good faith to effectuate the purpose of this Agreement.

5. SUPPLEMENTAL COVENANTS

No private agreement shall be entered into that overrides this agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date Set forth at the outset hereof.

(Lessor)

(Date)

(Lessee)

(Date)

(Planning Director)

(Date)

_____ COUNTY, NORTH CAROLINA

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20_____

(Official Seal)

Signature of Notary Public

My Commission Expires

_____ COUNTY, NORTH CAROLINA

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20_____

(Official Seal)

Signature of Notary Public

My Commission Expires



THE CITY OF SAN DIEGO

RECORDING REQUESTED BY:
THE CITY OF SAN DIEGO
AND WHEN RECORDED MAIL TO:

(THIS SPACE IS FOR RECORDER'S USE ONLY)

SHARED PARKING AGREEMENT

This SHARED PARKING AGREEMENT ("Agreement") is entered into and effective _____, 20____, by and between _____, _____ and the City of San Diego.

RECITALS

WHEREAS, pursuant to sections 142.0535 and 142.0545 of the Land Development Code, the City of San Diego specifies criteria which must be met in order to utilize off-site shared parking agreements to satisfy on-site parking requirements.

NOW, THEREFORE, in consideration of the recitals and mutual obligations of the parties as herein expressed, _____, _____ and the City of San Diego agree as follows:

1. _____ the owner of the property located at _____, agrees to provide _____ the owner of the property located at _____ with the right to the use of (____) parking spaces _____ from _____ as shown on Exhibit A to this Agreement on property located at _____.

1.1 Applicant: _____ Co-Applicant: _____
Assessor Parcel No: _____ Assessor Parcel No: _____
Legal Description: _____ Legal Description: _____

2. The parking spaces referred to in this Agreement have been determined to conform to current City of San Diego standards for parking spaces, and the parties agree to maintain the parking spaces to meet those standards.
3. The Parties understand and agree that if for any reason the off-site parking spaces are no longer available for use by _____, _____ will be in violation of the City of San Diego Land Development Code requirements. If the off-site parking spaces are no longer available, Applicant will be required to reduce or cease operation and use of the property at Applicant's address to an intensity approved by the City in order to bring the property into conformance with the Land Development Code requirements for required change for required parking. Applicant agrees to waive any right to contest enforcement of the City's Land Development Code in this manner should this circumstance arise.

Although the Applicant may have recourse against the Party supplying off-site parking spaces for breach of this Agreement, in no circumstance shall the City be obligated by this agreement to remedy such breach. The Parties acknowledge that the sole recourse for the City if this Agreement is breached is against the Applicant in a manner as specified in this paragraph, and the City may invoke any remedy provided for in the Land Development Code to enforce such violation against the Applicant.

Continued on Page 2

4. The provisions and conditions of this Agreement shall run with the land for those properties referenced in paragraph 1 of this document and be enforceable against successors in interest and assigns of the signing parties.
5. Title to and the right to use the lots upon which the parking is to be provided will be subservient to the title to the property where the primary use it serves is situated.
6. The property or portion thereof on which the parking spaces are located will not be made subject to any other covenant or contract for use which interferes with the parking use, without prior written consent of the City.
7. This Agreement is in perpetuity and can only be terminated if replacement parking has been approved by the City's Director of the Development Services Department and written notice of termination of this agreement has been provided to the other party at least sixty (60) days prior to the termination date.
8. This Agreement shall be kept on file in the Development Services Department of the City of San Diego in Project Tracking System (PTS) Project Number: _____ and shall be recorded on the titles of those properties referenced in paragraph 1 of this document.

In Witness whereof, the undersigned have executed this Agreement.

Applicant

Date: _____

Deputy Director

Business and Process Management, Development Services

Party/Parties Supplying Spaces

Date: _____

Date: _____

NOTE: ALL SIGNATURES MUST INCLUDE NOTARY ACKNOWLEDGMENTS PER CIVIL CODE SEC. 1180 ET.SEQ.

DRAFT

PARKING EASEMENT AND MAINTENANCE AGREEMENT

Preamble and Recitals

This Agreement is entered into on _____ 2014 by and between Church of the Ascension, hereafter referred to as "Church," and Congregation Beth David, a California Non-Profit Religious Corporation, hereafter referred to as "Synagogue." Together, Church and Synagogue may be identified as the "Parties" herein.

A. Whereas, Church is the owner of certain real property situated in the City of Saratoga, Santa Clara County, California (hereafter referred to as "Parcel 1"), commonly known as 12033 Miller Rd., Saratoga, CA 95070, APN: _____ and more particularly described in Exhibit A, which is attached to this Agreement and hereby incorporated by reference.

B. Whereas, Synagogue is the owner of certain real property situated in City of Saratoga, Santa Clara County, California (hereafter referred to as the "Parcel 2"), commonly known as 19700 Prospect Rd., Saratoga, CA 95070, APN: 386-35-071 and 386-35-070 and more particularly described in Exhibit B, which is attached to this Agreement and hereby incorporated by reference.

C. Whereas, since the early 1970s, Church and Synagogue have shared parking and maintenance costs for those portions of Parcel 1 and Parcel 2 that are identified as a parking lot, as described by the parking diagram attached hereto as Exhibit C, and incorporated herein by reference. This Agreement is intended to memorialize the long-standing agreement in writing.

NOW, THEREFORE, in consideration of the mutual benefits bestowed by this Agreement, the Parties acknowledge that the above recitals are true and correct, and hereby agree to:

Grant of Easement

1. Church grants to Synagogue, and Synagogue grants to Church cross-easements, for parking on the terms and conditions set forth in this Agreement.

Description of Easement

2. The easement granted in this Agreement is an easement for parking on the cross-hatched areas identified in the Parking Lot Diagram attached hereto as Exhibit C.

A. Synagogue grants to Church the right to park on Synagogue's parking lots at any time where Church's parking needs exceed the available spaces on Church's own lots, (for example, but not limited to: Christmas and Easter);

B. Church grants Synagogue the right to park on Church's parking lots at any time where Synagogue's parking needs exceed the available spaces on Synagogue's own lots, (for example, but not limited to the Jewish High Holy Days).

C. Church grants to Synagogue an easement for shared use of the middle section of the parking lot indicated on the cross-hatched areas set forth in Exhibit C, attached and incorporated herein as if fully set forth.

Maintenance of Easement

3. The Parties may establish and assign maintenance, insurance and other obligations to each other that may be mutually acceptable without an amendment of this Agreement.

Indemnity

4. Synagogue will indemnify and defend Church for any claims filed by a visitor to Synagogue who utilizes Church's parking areas and files a claim against Church. Church will indemnify and defend Synagogue for any claims filed by a visitor to Church who utilizes Synagogue's parking areas and files a claim against Synagogue.

Attorneys' Fees

5. If any legal action or proceeding arising out of or relating to this Agreement is brought by either party to this Agreement, the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, the reasonable attorneys' fees, costs, and expenses incurred in the action or proceeding by the prevailing party.

Entire Agreement

6. This Agreement constitutes the entire agreement between Church and Synagogue relating to the above easement. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. Any amendment to this Agreement shall be of no force and effect unless it is in writing and signed by Church and Synagogue.

Binding Effect

7. This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of Grantor and Grantee.

Executed on _____[date].

CHURCH OF THE ASCENSION

By: _____, it's _____

CONGREGATION BETH DAVID

By: _____, it's President

Notary Acknowledgment

Attachments:

Exhibit A, Legal Description for Church

Exhibit B, Legal Description for Synagogue

Exhibit C, Parking Diagram

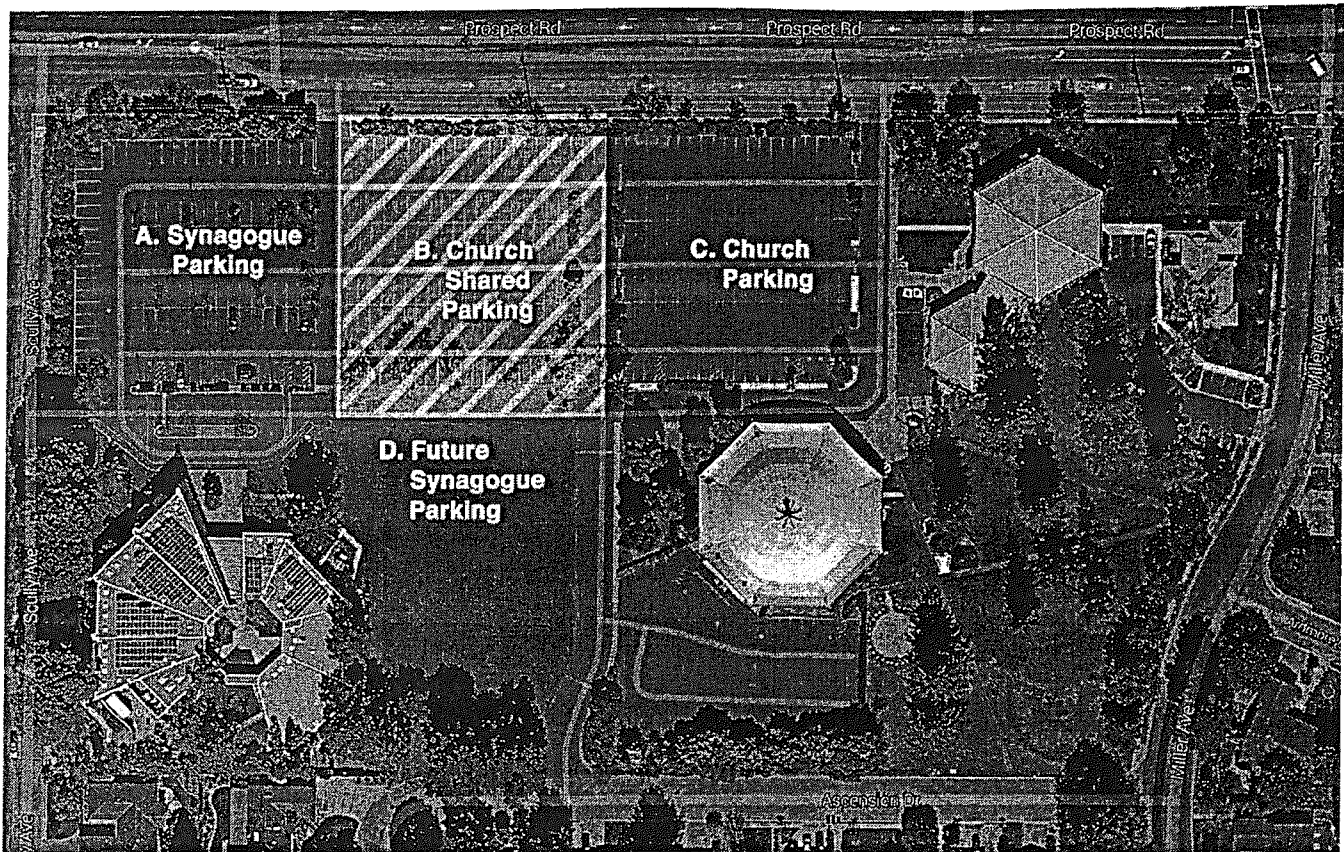
EXHIBIT A
Legal Description
Church of the Ascension

[to be supplied by the Church]

Exhibit B
Legal Description
Congregation Beth David

[to be supplied by Beth David]

Exhibit C
Parking Easement Diagram



LICENSE AGREEMENT

This Agreement is executed as of _____, 2006 by and between **BOSTON EDISON COMPANY** a Massachusetts corporation and electric company having its principal place of business at 800 Boylston Street, Boston, Massachusetts 02199, hereinafter called the "Licensor", and the **TOWN OF LEXINGTON**, a Massachusetts municipal corporation, having a principal place of business at 1625 Massachusetts Avenue, Lexington, MA 02420, hereinafter called the "Licensee".

RECITALS:

WHEREAS, Licensor is the owner of a certain parcel of real property (the "Property") with an address of 4 Grant Street in the Town of Lexington, Middlesex County, Massachusetts, by virtue of deeds and other instruments recorded in the Middlesex South District Registry of Deeds, including but not limited to Book 3749, Page 370, Book 3773, Page 318, Book 5184, Page 296, and Book 5198, Page 21.

WHEREAS, the Licensee has requested permission from the Licensor to make use of a portion of the Property, said portion located outside the Licensor's electrical substation, hereinafter referred to as the "Licensed Area", which Licensed Area is shown on a plan entitled "Conceptual Parking Plan, 4 Grant Street, Lexington" attached hereto as Exhibit A, for the specific purpose of constructing, maintaining and operating a public, municipal parking lot.

WHEREAS, Licensor is willing to permit the use of the Licensed Area by the Licensee for such purposes, but only upon the terms and conditions hereinafter set forth; and

NOW THEREFORE, for and in consideration of such permission and the payments to Licensor described herein, Licensor and Licensee hereby agree as follows:

1. Licensee, its agents, contractors, employees, and invitees, including members of the public, may enter upon and use the Licensed Area for the purpose of constructing, maintaining, operating and utilizing a municipal parking lot. No other activity on the Licensed Area (specifically including, but without limitation, (a) maintenance, servicing or repair of motor vehicles, or (b) storage of vehicles, other equipment, machinery, or parts) is permitted hereby (with the exception of initial construction activity to prepare the Licensed Area for said permitted use, said construction activity shall proceed as set forth in Section 6). In its sole discretion, Licensor reserves the right under this Section to require Licensee to relocate or remove from the Licensed Area any item Licensor deems reasonably necessary to protect its electric facilities and operations. Upon verbal or written notice by Licensor to Licensee, Licensee shall relocate or remove any such items from the Licensed Area as soon as possible, but in all events within 24 hours.
2. Licensee, its agents, contractors, employees and invitees, shall have the right of ingress and egress over, across and upon the Licensed Area as necessary for the uses permitted hereby.
3. This License shall commence upon the issuance of all approvals and permits from the Town of Lexington or any other entity required by law for the

construction and operation of the Licensed Area for the specific and limited purposes stated herein, and shall continue for three (3) years from the earlier of (a) the date construction is completed and the lot is ready for use, as established by notice given by Licensee to Licensors, or (b) eighteen (18) months after the date of execution hereof (herein the "Construction Completion Date"). After the expiration of the Initial Term, absent a notice of termination pursuant to Section 5 below, the term shall automatically renew for successive periods of one (1) year each. The Licensee shall give the Licensors written notification of its receipt of all the necessary permits and approvals. In the event the Licensee is unable to obtain all necessary approvals and permits required by law within 12 months of the execution of this Agreement, this Agreement shall become null and void, unless the parties agree to extend this period, without any recourse for the Licensee at law or in equity.

4. Licensee agrees, beginning on the Construction Completion Date of this License, to pay Licensors an annual rental equal to Nine Thousand Six Hundred Dollars (\$9,600.00) per year, payable to Licensee in monthly installments of Eight Hundred Dollars (\$800.00). After year three, and every year thereafter, the annual fee of this License shall be increased by three (3%) percent over the previous year's rent until the termination or expiration date of this License.
5. After the expiration of the Initial Term, Licensors and Licensee shall each have the right to terminate this License at any time, for any or no stated reason, by written notice to the other party. The effective date of such termination shall be one (1) year from the date of the notice of termination, regardless of any then effective renewal term. Notwithstanding any other provision of this License, the parties intend that this Agreement constitute a terminable license, and no interest in real property is created hereby. The Licensors does not hereby dedicate the Property or the Licensed Area to public use.
6. Prior to any installation, preparation, or construction by Licensee of the Licensed Area to accommodate said municipal parking lot, Licensee shall submit plans to Licensors for approval detailing all work to be performed at the Licensed Area. Such approval shall not be unreasonably withheld or delayed. Once approved by Licensors, any such plans will be incorporated as Exhibit B to this Agreement. Licensee agrees to follow any guidelines reasonably set forth by the Licensors, and Licensee shall coordinate any initial construction work in the Licensed Area with the Licensors. Licensee further agrees to reimburse Licensors for all costs associated with any construction activities (including but not limited to Licensors's supervision of said construction activities).
7. It is agreed that Licensee shall not erect or permit any structures or improvements upon, and that Licensee shall make or permit no uses of the Licensed Area, other than those improvements and uses expressly permitted in this License.
8. During the term of this Agreement, Licensee shall maintain the Licensed Area in good order and condition in all respects, free from snow, ice, trash and debris or other nuisance. Prior to the effective date of the termination of this Agreement, Licensee shall remove its personal property and, if necessary, restore the Licensed Area to the same condition as it was in (other than changes made by the

Licensor) prior to Licensee's use. All vehicles will be removed prior to termination.

9. By granting this License, Licensor does not represent or warrant that the Licensed Area is appropriate, safe or suitable for the proposed use, or that it may be used for the purposes specified herein under applicable zoning, environmental or other laws or regulations, nor does Licensor undertake to make the Licensed Area appropriate, safe or suitable for such use, or to obtain any permits, licenses or approvals of any governmental authority which may be required to permit such use. Licensee shall obtain any and all necessary governmental permits, licenses and approvals at its sole cost and expense prior to the commencement of any use of the Licensed Area and Licensor shall cooperate in any efforts by Licensee to obtain any such permits so long as there is no cost or expense for Licensor that is not paid by Licensee. Licensee shall notify Licensor of its intentions to obtain said permits, licenses and approvals and shall provide copies of the same once received.
10. In exercising its rights under this License, Licensee shall at all times and in all respects comply with all applicable laws, ordinances, rules and regulations of all governmental authorities having jurisdiction and shall comply with all licenses and permits or other approvals issued to it by a governmental authority.
11. Licensee hereby represents and warrants, and it is hereby made a condition of this License, that the use of the Licensed Area by Licensee shall not result in the release of any oil or hazardous materials (other than non-reportable quantities associated with typical leaks from automobiles and construction equipment in the ordinary course of operation), as those terms are defined in the Massachusetts Contingency Plan, 310 CMR 40.000, et seq. In the event of any breach of the foregoing warranty and condition by Licensee, Licensor shall, in addition to the right to terminate this License and seek damages, have the benefit of the indemnity provision set forth in Section 12, and injunctive relief.
12. Licensee acknowledges that the Licensed Area is situated in close proximity to an operating electrical substation, which carries inherent risks associated with high voltage operations. Accordingly, to the greatest extent permitted by law, the Licensee, for itself and its agents, contractors, employees, and invitees, hereby releases and shall indemnify, defend and save harmless the Licensor, its officers, agents and employees from and against all demands, claims, actions, damages, costs, expenses, losses or liability whatsoever in any manner resulting from or arising out of the actions of any person with respect to the Licensed Area or the use thereof, or in any manner resulting from or arising out of the use of the Licensed Area by any person, including, without limitation, any failure of any person to comply with any applicable laws or regulations, except to the extent that such liability results from the gross negligence or willful misconduct of the Licensor, its employees, agents or contractors. This provision shall survive the termination of this License.
13. Licensee shall procure and maintain at its expense, at all times during the term of this License Agreement, public liability insurance, including personal injury and property damage, in amounts of \$4,000,000 combined single limit, against all claims and demands of any injury to person or property which may occur or

be claimed to have occurred on the property of the Licensor as the result of the use of the Licensed Area by any person. Licensor shall be designated as an additional insured party in such policy. Licensee shall also maintain workers compensation insurance in statutory amounts as required by Massachusetts law. The Licensee shall, before entry upon the Licensed Area for the purposes herein set forth, furnish the Licensor (to the address listed in Section 15) with a valid certificate of such insurances reasonably satisfactory to it. Such policies shall specify that they are not cancelable except upon twenty (20) days' prior written notice to the Licensor.

14. Licensee agrees that in the event a public health, safety or security emergency should arise as determined at the sole discretion of the Licensor, the Licensor, its officers, agents and employees, shall have the right to enter upon the Licensed Area, and undertake whatever action may be necessary, in the Licensor's discretion, to alleviate the emergency, including but not limited to requiring the temporary suspension of Licensee's use and occupancy of the Licensed Area. If in connection therewith Licensor requires the removal of any vehicles, Licensor shall notify Licensee thereof and effect such removal in a safe and reasonable manner. In the event the vehicles need to be removed at any time the Licensor shall contact the Town DPW Department at 1-781-862-0500 to effectuate said removal.
15. Notices, statements and other communications to be given under the terms of this License shall be in writing and delivered by hand against receipt, or sent by first class mail and addressed as follows:

If to Licensor:

Boston Edison Company
Real Estate Department
One NSTAR Way, SE-210
Westwood, MA 02090
Attn: Real Estate Manager
Fax: (781) 441-8909

If to the Licensee:

Town of Lexington
Lexington Town Hall
1625 Massachusetts Avenue
Lexington, MA 02420
Attn: Town Manager
Fax: (781) 861-2921

16. This License is personal to the Licensee, and Licensee shall have no right to assign or transfer its rights and obligations hereunder, in whole or in part to any other person. This provision does not preclude use of the Licensed Area as contemplated hereby.

17. This License contains all the agreements of the parties with respect to the subject matter thereof and supersedes all prior agreements and dealings between them with respect to such subject matter.
18. Licensee acknowledges and agrees that the Licensor shall at all times have convenient and unimpeded access to its electrical substation or any other structures and equipment, which are now or may hereinafter be installed by Licensor within the Licensed Area.
19. Licensee acknowledges that the Licensor will not be providing, and is under no obligation to provide, any security or lighting for the Licensed Area.
20. In the event that the Licensor's Property or a material portion of the Property of which the Licensed Area are a part, shall be taken by any public authority or for any public use, or shall be destroyed or damaged by fire or casualty, or by action of any public authority, then this License shall terminate with respect to the taken, damaged or destroyed area, effective on the date when title vests in the condemning authority, or when the casualty occurs.
21. Irrespective of the form in which recovery may be had by law, all rights to damages or compensation for a taking or casualty for the Licensed Area shall belong to Licensor in all cases. Licensee hereby grants to Licensor all of Licensee's rights to such damages and covenants to deliver such further assignments or endorsements as Licensor may from time to time request.
22. In connection with Licensee's use and maintenance of the Licensed Area, the Licensee shall not endanger or damage the existing buried transmission lines, cad weld connections, grounding grid system or any other structures and equipment in the Licensed Area which are now or may hereafter be installed within the Licensed Area, all being the property of the Licensor. In the event that such damage should nevertheless occur resulting from an act, omission or negligence of Licensee, its agents, contractors and employees, the Licensee shall forthwith notify the Licensor, by calling the Licensor's System Dispatcher at the Licensor's Boston Service Center (telephone number 617-541-7833), so that immediate repairs may be made, and shall also promptly reimburse the Licensor upon request for all reasonable costs or expenses incurred by it in repairing or replacing any such damage to said structures and equipment or to any other property of the Licensor.
23. **ADDITIONAL PROVISIONS:**
 - a. Licensee shall post a sign on the Property restricting access to Licensor's existing parking area behind the electrical substation building. The sign shall read "No vehicles beyond this point, NSTAR vehicles only".
 - b. The Licensee shall perform snow plowing, ice and litter removal for the entire portion of the Property that is outside the substation fence and that includes the Licensed Area, including snow removal on the public sidewalks outside the substation and substation fencing.

- c. Licensee agrees to deal with any and all comments, questions or complaints from any abutters and or the general public with regards to the Licensed Area and its permitted use as set forth herein.

IN WITNESS WHEREOF, the parties have executed this License Agreement as a sealed instrument by and through their respective duly authorized representatives, as of the day and year first above written.

LICENSOR:

BOSTON EDISON COMPANY

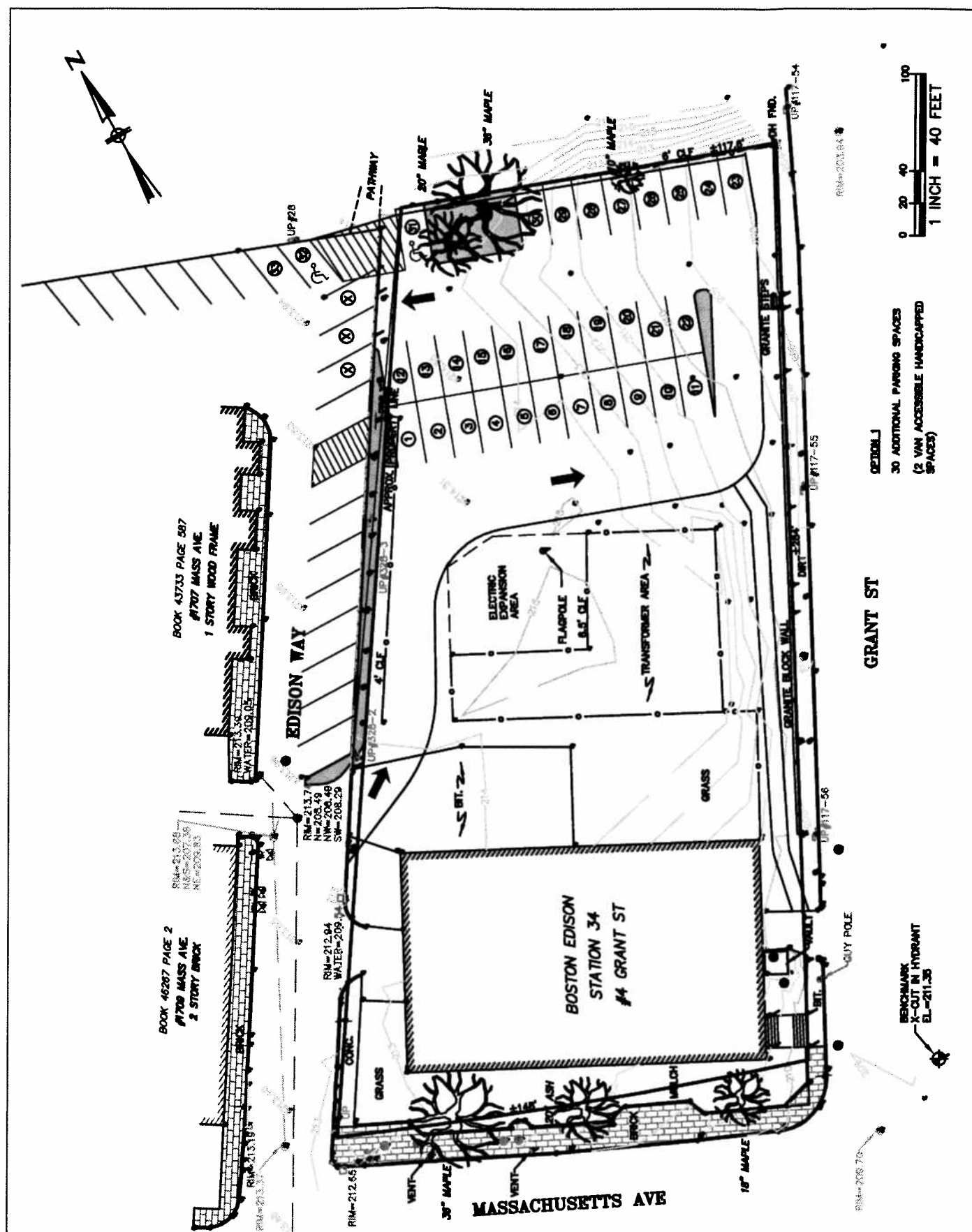
By: _____
Donald Anastasia
Assistant Treasurer

LICENSEE:

TOWN OF LEXINGTON

By: _____
Name: Carl F. Valente
Title: Town Manager

Conceptual Parking Plan 4 Grant Street, Lexington



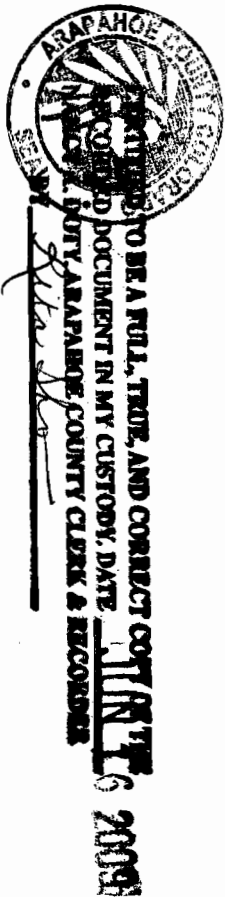
**RECIPROCAL ACCESS AND PARKING AGREEMENT
BETWEEN**

SAINT PETER LUTHERAN CHURCH AND THE VILLAGE CHILD DEVELOPMENT CENTER


This AGREEMENT is made and entered into as of this 9th day of June, 2009 by and between Saint Peter Lutheran Church a Colorado non-profit corporation ("STPLC"), and Bellevue and Boston LLC a/k/a The Village Child Development Center, a Colorado Limited Liability Company, ("VCDC").

1-17

- A. STPLC owns the tract of land situated in the City of Greenwood Village, County of Arapahoe, State of Colorado more particularly described on Exhibit A, attached hereto and made a part hereof as Exhibit A, (herein referred to as Tract 6).
- B. VCDC owns the tract of land situated in the City of Greenwood Village, County of Arapahoe, State of Colorado more particularly described on Exhibit B, attached hereto and made a part hereof as Exhibit B, (herein referred to as "Lot 1")
- C. VCDC operates a child care center on Lot 1 and in connection with those operations it uses existing curb cut access between Lot 1 and Bellevue Avenue that are located near the western portion of Lot 1 and near the eastern portion of Tract 6.
- D. STPLC operates a church on Tract 6 and in connection with those operations it uses existing curb cut access between Tract 6 and Bellevue Avenue that are located near the western portion of Lot 1 and near the eastern portion of Tract 6.
- E. STPLC wants to create a non-exclusive easement on, over, across and through the paved portions of Tract 6 so VCDC, as the owner of Lot 1, its successors and assigns and their respective, tenants, agents, servants, employees, officers, directors, members, invitees, vendors and those others coming to Lot 1 to benefit its owner or to be benefited by its owner (collectively "VCDC's Licensees"), can use the same for vehicular traffic;
- F. STPLC wants to create a non-exclusive easement so VCDC, as the owner of Lot 1, its successors and assigns and VCDC's Licensees can use the sidewalks on Tract 6 for pedestrian traffic.
- G. STPLC also wants to create a non-exclusive easement so VCDC, as the owner of Lot 1, its successors and assigns and VCDC's licensees can use the parking spaces on Tract 6 for parking.
- H. VCDC wants to create a non-exclusive easement on, over, across and through the paved portions of Lot 1 so STPLC as the owner of Tract 6, its successors and assigns and their respective tenants, agents, servants, employees, officers, directors, members, invitees, vendors and those others coming to Tract 6 to benefit its owner or to be benefitted by its owner, (collectively "STPLC's Licensees") can use the same for vehicular traffic.
- I. VCDC wants to create a non-exclusive easement so STPLC as the owner of Tract 6, its successors and assigns and STPLC's Licensees can use the sidewalks on Lot 1 for pedestrian traffic.



Lee Dehmlow
4754 South Willow St
Denver, CO 80237

Arapahoe County Clerk & Recorder, Nancy A. Duly
Reception #: B9063985
Recording Fee: \$86.00
Receipt #: 5481345
Pages Recorded: 17
Date Recorded: 6/16/2009 8:11:05 AM


RECIPROCAL ACCESS AND PARKING AGREEMENT

BETWEEN

SAINT PETER LUTHERAN CHURCH AND THE VILLAGE CHILD DEVELOPMENT CENTER

- J. VCDC also wants to create a non-exclusive easement so STPLC as the owner of Tract 6, its successors and assigns and STPLC's Licensees can use the parking spaces on Lot 1 for parking.
- K. STPLC and VCDC each want to create a shared access easement to Lot 1 and Tract 6 on, over, across and through the property depicted on Exhibit C, attached hereto and made a part hereof, so that STPLC as the owner of Tract 6, its successors and assigns and STPLC's and VCDC, as the owner of Lot 1, its successors and assigns and VCDC's Licensees and STPLC's Licensees can have ingress and egress from Bellevue Avenue to Tract 6, from Bellevue Avenue to Lot 1, from Tract 6 to Lot 1 and from Lot 1 to Tract 6.

Now, therefore, in consideration of the Recitals and the mutual covenants and conditions set forth herein STPLC and VCDC agree as follows:

1. Pedestrian Traffic and Vehicular Traffic Easements.
 - a. Pedestrian Traffic and Vehicular Traffic Easements Granted by STPLC.
STPLC hereby grants a non-exclusive easement appurtenant to Lot 1 so VCDC, its successors and assigns and VCDC's Licensees can use the sidewalks on Tract 6 for pedestrian traffic. STPLC also here grants a non-exclusive easement appurtenant to Lot 1 so VCDC, its successors and assigns and VCDC's Licensees can use the paved portions of Tract 6 and the curb cuts to Tract 6 for vehicular traffic, including, but not limited to vehicular traffic on, over and across Tract 6 to Lot 1 and from Lot 1 to Tract 6 and on, over and across Tract 6; without limiting the generality of the foregoing, but as an example, STPLC grants a non-exclusive shared access easement appurtenant to Lot 1 so VCDC, its successors and assigns and VCDC's Licensees can use the paved portions of Tract 6 shown on Exhibit C for access between Lot 1 and Bellevue Avenue and between Tract 6 and Lot 1.
 - b. Pedestrian Traffic and Vehicular Traffic Easements Granted by VCDC.
VCDC hereby grants a non-exclusive easement appurtenant to Tract 6 so STPLC, its successors and assigns and STPLC's Licensees can use the sidewalks on Lot 1 for pedestrian traffic. VCDC also here grants a non-exclusive easement appurtenant to Tract 6 so STPLC, its successors and assigns and STPLC's Licensees can use the paved portions of Lot 1 and the curb cuts to Lot 1 for vehicular traffic, including, but not limited to vehicular traffic on, over and across Lot 1 to Tract 6 and from Tract 6 to Lot 1 and on, over and across Lot 1; without limiting the generality of the foregoing, but as an example, VCDC grants a non-exclusive shared access easement appurtenant to Lot 1 so STPLC, its successors and assigns and STPLC's Licensees can use the paved portions of Lot 1 shown on Exhibit C for access between Tract 6 and Bellevue Avenue and between Lot 1 and Tract 6.

**RECIPROCAL ACCESS AND PARKING AGREEMENT
BETWEEN
SAINT PETER LUTHERAN CHURCH AND THE VILLAGE CHILD DEVELOPMENT CENTER**

2. Parking Easements.

- a. Parking Easement Granted by STPLC. Subject to the terms of Paragraph 2.c., STPLC grants a nonexclusive easement appurtenant to Lot 1 so VCDC, its successors and assigns and VCDC's Licensees can use the parking areas shown on Exhibit D, attached hereto and made a part hereof, for parking. The non-exclusive easement appurtenant granted in this Paragraph 2.a. shall also allow pedestrian traffic on, over and across the paved portions of Tract 6 necessary to allow those using the parking areas shown on Exhibit D to walk from those parking areas to Lot 1.
- b. Parking Easement Granted by VCDC. Subject to the terms of Paragraph 2.d. VCDC grants a nonexclusive easement appurtenant to Tract 6 to STPLC, its successors and assigns and STPLC's Licensees can use the parking areas shown on Exhibit E, attached hereto and made a part hereof, for parking. The non-exclusive easement appurtenant granted in this Paragraph 2.b. shall also allow pedestrian traffic on, over and across the paved portions of Lot 1 to allow those using the parking areas shown on Exhibit E to walk from those parking areas to Tract 6.
- c. Limitations on Parking Easement Granted by STPLC. The nonexclusive easement appurtenant granted to Lot 1 so VCDC, its successors and assigns and VCDC's Licensees can use the parking areas on Tract 6 shown on Exhibit D shall be limited to using Tract 6 on those days and at those times that the parking areas on Lot 1 are unavailable or they are full and the parking areas on Tract 6 are "available." If and when these conditions exist, VCDC, as the owner of Lot 1, its successor and assigns and VCDC's Licensees have the right to use the parking areas on Tract 6 as shown on Exhibit D. The parking areas on Tract 6 are not "available" at the following times: (i) Every Sunday, from 7AM until 1 PM; each December 24th, from 4 PM until Midnight; each December 25th from 7AM until 1 PM.

Attached hereto and made a part hereof as Exhibit F is a schedule of all the dates and times that the parking areas on Tract 6 are not available for 2009 due to services or events. This schedule is to be updated annually.

- d. Limitations on Parking Easement Granted by VCDC. The nonexclusive easement appurtenant granted to Tract 6 so STPLC, its successors and assigns and STPLC's Licensees can use the parking areas on Lot 1 shown on Exhibit D shall be limited to using Lot 1 on those days and at those times that the parking areas on Tract 6 are unavailable or they are full and the parking areas on Lot 1 are "available." If and when these conditions exist, STPLC, as the owner of Tract 6, its successor and assigns and the STPLC's Licensees have the right to use the parking areas on Lot 1 as shown on Exhibit D. The parking areas on Lot 1 are not "available" Monday through Friday from 6:00AM until 6:00PM; provided that the parking areas on Lot 1 are "available" at all times any Christmas Day, New Year's Day, Memorial Day, 4th of July, Labor Day or Thanksgiving that falls on a Monday through Friday or is observed on a

**RECIPROCAL ACCESS AND PARKING AGREEMENT
BETWEEN
SAINT PETER LUTHERAN CHURCH AND THE VILLAGE CHILD DEVELOPMENT CENTER**
Monday through Friday, or both, and VCDC is not open for business as a day care center on that holiday.

The parking areas on Lot 1 shall not be available on the days when VCDC schedules an event relating to the operation of the day care center on Lot 1, (a "scheduled event"), and the scheduled event either runs past 6:00PM on a Monday through Friday or the scheduled event starts after 6:00PM on a Monday through Friday. Attached hereto and made a part hereof as Exhibit G is a schedule of all the dates and times that the parking areas on Lot 1 are not available for 2009 due to scheduled events. This schedule is to be updated annually.

3. Easement Conditions. The easements appurtenant granted in Paragraphs 1 and 2 are subject to the following terms and conditions:
 - a. Clean Condition of Lot 1. Those using Lot 1 as a result of this grant in this Agreement of the easements appurtenant to Tract 6 shall not leave any trash or litter on Lot 1.
 - b. Clean Condition of Tract 6. Those using Tract 6 as a result of the grant in this Agreement of easements appurtenant to Lot 1 shall not leave any trash or litter on Tract 6.
 - c. No Cost or Fee for Use of Lot 1 Consistent with Easements Granted to Tract 6. The use of the easements appurtenant granted to Tract 6 in this Agreement shall be without cost and without payment of any fee or charge to STPLC, its successors and assigns and STPLC's Licensees.
 - d. No Cost or Fee for Use of Tract 6 Consistent with Easements Granted to Lot 1. The use of the easements appurtenant granted to Lot 1 in this Agreement shall be without cost and without payment of any fee or charge to VCDC, its successors and assigns and VCDC Licensees.
 - e. Traffic Control on Tract 6 and on Lot 1. If allowed by the Governmental authorities having jurisdiction over Tract 6 and Lot 1, the owner of either may control the flow of traffic on, over and across its property by the use of one way restrictions and speed restrictions; provided, however, that the owner of Tract 6 and the owner of Lot 1 may not do anything to change the fact that there is and will be two way traffic over the paved portions of Tract 6 and Lot 1 shown on Exhibit C so that each of them, their successor and assigns and their respective licensees may: (i) access Tract 6 and Lot 1 from Bellevue Avenue over the property shown on Exhibit C; and (ii) access Bellevue Avenue from Tract 6 and from Lot 1 over the property shown on Exhibit C.
4. Unimpeded Access & Temporary Interference with Easements Appurtenant Granted. Except as the result of temporary construction on either Lot 1 or Tract 6 or to allow STPLC to physically make Tract 6 unavailable to VCDC, its successors and assigns and VCDC's Licensees on Sundays, no barricade or other divider will be constructed between Tract 6 and Lot 1 to prohibit or discourage the use of the easements appurtenant granted in the Agreement.

**RECIPROCAL ACCESS AND PARKING AGREEMENT
BETWEEN**

SAINT PETER LUTHERAN CHURCH AND THE VILLAGE CHILD DEVELOPMENT CENTER

5. Dominant and Subservient Estates Created by Easements Appurtenant. Each easement appurtenant granted in this Agreement creates a dominant estate and a subservient estate; the dominant estate is the property owned by the party to this Agreement that grants the easement appurtenant. Each easement appurtenant granted in this Agreement shall also be a covenant running with the land that is made by the party to this Agreement that grants such easement in favor of the party to this Agreement who owns the land benefited by such easements and such owner's its successors and assigns, including, but not limited to its lessees, its grantees and every other person or entity having a recorded interest from time to time in Tract 6 or in Lot 1, as applicable.
6. Construction and Maintenance. Subject to the provisions of Paragraph 3.d. the owners of Tract 6 and Lot 1 each agree to improve and maintain the sidewalks, the paved areas and the parking areas on their respective properties shown on Exhibits D and E in good condition and repair, including, but not limited to, lighting according to applicable codes of governmental agencies having jurisdictions over those properties.
7. Indemnification. The owner of Tract 6 shall comply with all applicable laws, rules, regulations and requirements of all public authorities as to Tract 6 and shall indemnify, defend and hold VCDC, its successors and assigns and VCDC's Licensees harmless from and against all claims, demands, losses, damages, liabilities, expenses and all suits, actions and judgments, including, but not limited to, costs and reasonable attorneys' fees, arising out of or resulting from: (i) its failure to comply with all applicable laws, rules, regulations and requirements of public authorities as to Tract 6; (ii) the failure of such owner to maintain Tract 6 in a safe and proper condition; (iii) occurring as a result of the negligence of STPLC, the negligence of STPLC's successors and assigns or the negligence of STPLC's Licensees; and (iv) its breach of any of the terms of this Agreement.

The owner of Lot 1 shall comply with all applicable laws, rules, regulations and requirements of all public authorities as to Lot 1 and shall indemnify, defend and hold STPLC, its successors and assigns and STPLC's Licensees harmless from and against all claims, demands, losses, damages, liabilities, expenses and all suits, actions and judgments, including, but not limited to, costs and reasonable attorneys' fees, arising out of or resulting from: (i) its failure to comply with all applicable laws, rules, regulations and requirements of public authorities as to Lot 1; (ii) the failure of such owner to maintain Lot 1 in a safe and proper condition; (iii) occurring as a result of the negligence of VCDC the negligence of VCDC's successors and assigns or the negligence of VCDC's Licensees; and (iv) its breach of any of the terms of this Agreement.

The owner of Tract 6 and the owner of Lot 1 each agrees to maintain customary commercially reasonable levels of property and liability insurance, which in no event shall be less than \$1,000,000 per incident/\$2,000,000 cumulatively, covering Tract 6 or Lot 1, as applicable, and to give each other promptly and timely notice of any claim made or suit or action commenced which in any way could result in indemnification hereunder. At all times the owner of Tract 6 and the owner of Lot 1 will obtain and maintain a Joint Waiver of Subrogation with

**RECIPROCAL ACCESS AND PARKING AGREEMENT
BETWEEN**

SAINT PETER LUTHERAN CHURCH AND THE VILLAGE CHILD DEVELOPMENT CENTER

respect to each insurance policy and it is required to carry under this Agreement and with respect to each claim made under each such insurance policy.

However, such Joint Waiver of Subrogation will not compromise, waive or in any other way affect the right of the owner of Tract 6 from pursuing any claim it may have against any of STPLC's Licensees nor will such Joint Waiver of Subrogation compromise, waive or in any other way affect the right of the owner of Lot 1 from pursuing any claim it may have against any of VCDC's Licensees.

8. Duration. This Agreement shall remain in full force and shall be binding on the parties hereto and their respective successors and assigns.

Additionally, if the owner of Tract 6 sells Tract 6 in a bona fide arm's length transaction to an unaffiliated purchaser, (hereinafter referred to as an "arm's length transaction"), at any time after the arm's length transaction to the successor to the owner of Tract 6 unilaterally may terminate the parking easements granted in the Agreement. Specifically, (i) the easement allowing the owner of Lot 1, its successors and assigns and VCDC's Licensees to go on, over and across Tract 6 and to park on it, (the "parking easement"). The unilateral termination by a successor to the owner of Tract 6 who acquires it in an arm's length transaction shall be accomplished by such successor giving written notice for the termination to the owner of Lot 1 and the City of Greenwood Village, and by recording such notice in the real estate records of Arapahoe County, Colorado. The written notice terminating the parking easement must be given at least ninety (90) days before it becomes effective and the successor to the owner of Tract 6 must specify in its notice to the owner of Lot 1 the effective date of the termination.

Additionally, if the owner of Lot 1 sells Lot 1 in a bona fide arm's length transaction to an unaffiliated purchaser, (hereinafter referred to as an "arm's length transaction"), at any time after the arm's length transaction to the successor to the owner of Lot 1 unilaterally may terminate the parking easements granted in the Agreement. Specifically, (i) the easement allowing the owner of Tract 6, its successors and assigns and STPLC's Licensees to go on, over and across Lot 1 and to park on it, (the "parking easement"). The unilateral termination by a successor to the owner of Lot 1 who acquires it in an arm's length transaction shall be accomplished by such successor giving written notice for the termination to the owner of Tract 6 and the City of Greenwood Village, and by recording such notice in the real estate records of Arapahoe County, Colorado. The written notice terminating the parking easement must be given at least ninety (90) days before it becomes effective and the successor to the owner of Lot 1 must specify in its notice to the owner of Tract 6 the effective date of the termination.

Notwithstanding anything to the contrary contained in this Paragraph 8, the only way in which the shared parking easement shown on Exhibit C can be terminated is by the recording of a document in the real estate records for Arapahoe County, Colorado that is executed by holders of all recorded interests in Tract 6 and Lot 1 as of the date such document is recorded.

RECIPROCAL ACCESS AND PARKING AGREEMENT

BETWEEN

SAINT PETER LUTHERAN CHURCH AND THE VILLAGE CHILD DEVELOPMENT CENTER

This Agreement shall remain in full force and shall be binding on the parties hereto and their respective successors and assigns until terminated. If less than all easements granted in the Agreement are terminated, all other terms and provisions of the Agreement shall remain in full force and effect.

9. The Easements and Covenants in This Agreement are Not a Public Dedication. This Agreement shall be deemed to benefit Tract 6 and Lot 1 and the respective owners of those properties, their respective successors and assigns, STPLC's Licensees and VCDC's Licensees. Nothing in this Agreement shall be deemed to constitute a gift or dedication of Tract 6 or Lot 1 or any portion of either of them to the general public or for the benefit of the general public or for any public purpose whatsoever.
10. Recording. A full original of this Agreement shall be recorded in the Office of the Clerk and Recorder for Arapahoe County, Colorado.
11. Successors and Assigns. The rights and obligations contained herein shall run with the title to Tract 6 and Lot 1, respectively, and shall bind and inure to the benefit of the respective owners of Tract 6 and Lot 1 and their respective successors and assigns.
12. Severability. In the event that any of the terms or conditions of this Agreement shall be deemed invalid, illegal or unenforceable in any respect, the validity of the remainder of this Agreement shall in no way be affected and shall remain in the full force and effect to the fullest extent permitted by law.
13. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and together all such counterparts shall be deemed one and the same instrument.
14. Notice. All notices and other communications either party to this Agreement, or any successor or assign of either of them wants to give shall be in writing, shall be mailed by certified or registered mail, postage prepaid, hand delivered, or sent by a nationally recognized courier for overnight delivery, shall be deemed given and received on the date of hand delivery, or the day after the same is given to a nationally recognized courier for overnight delivery, or three days after the same is mailed by certified or registered mail. Each such notice or communication shall be addressed as specified below, subject to the right of each party to this Agreement to change the address to which notices or communication are given by sending a notice to that effect to the other party.

To: Saint Peter Lutheran Church:
Pastor David Risendal
Saint Peter Lutheran Church
9300 E. Belleview Avenue
Greenwood Village, CO 80111

To: The Village Child Development Center:
Brett Bennett
Boston & Belleview, LLC

**RECIPROCAL ACCESS AND PARKING AGREEMENT
BETWEEN
SAINT PETER LUTHERAN CHURCH AND THE VILLAGE CHILD DEVELOPMENT CENTER**

BELLEVIEW & BOSTON LLC.
a/k/a The Village Child Development Center (VCDC)

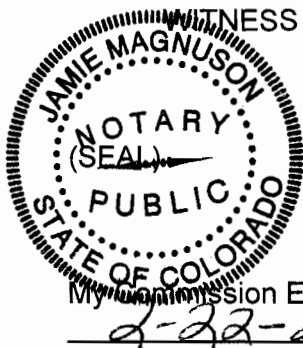
By: _____

Brett Bennett, Manager

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged by
Brett Bennett as the Manager of Bellevue
& Boston, LLC, this 9th Day of June, 2009.

WITNESS my hand and official seal.

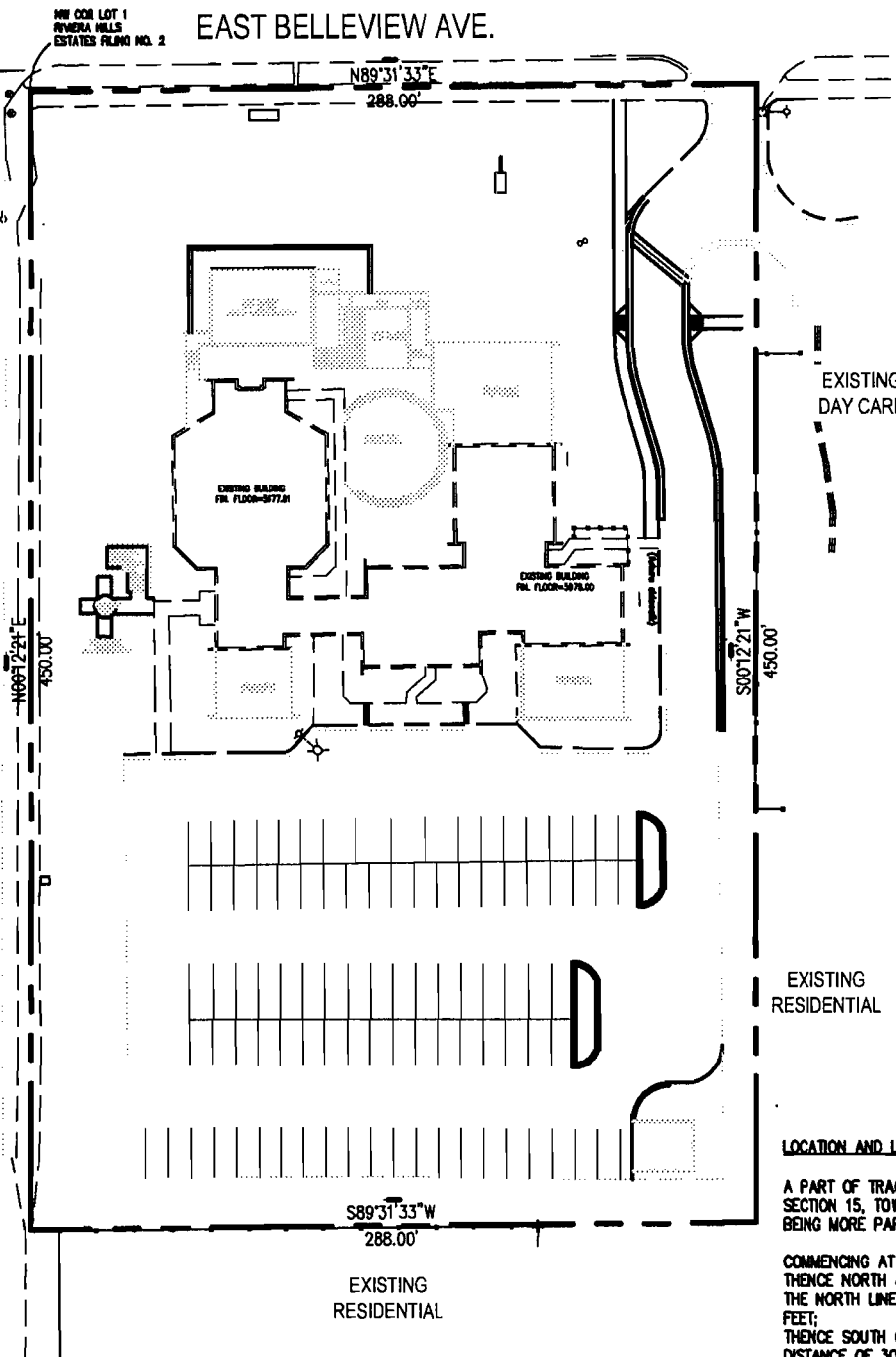


Jamie Magnuson
NOTARY PUBLIC

Exhibits:

- A—Drawing of Saint Peter Lutheran Church Property ("Tract 6")
- B—Drawing of VCDC property ("Lot 1")
- C—Shared Access Easement
- D—Saint Peter Lutheran Church designated parking areas
- E— VCDC designated parking areas
- F—Listing of dates in 2009 when parking is not available on Tract 6.
- G—Listing of dates in 2009 when parking is not available on Lot 1.

BOSTON ST.



LOCATION AND LEGAL DESCRIPTION:

A PART OF TRACT 6, CLARK COLONY, LOCATED IN THE NW ¼ OF SECTION 15, TOWNSHIP 5 SOUTH, RANGE 67 WEST OF THE 6TH P.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 15; THENCE NORTH 89 DEGREES 31 MINUTES 33 SECONDS EAST ALONG THE NORTH LINE OF SAID SECTION 15, A DISTANCE OF 1327.82 FEET; THENCE SOUTH 00 DEGREES 28 MINUTES 27 SECONDS EAST. A DISTANCE OF 30.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF EAST BELLEVUE AVENUE, SAID POINT ALSO BEING THE TRUE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 31 MINUTES 33 SECONDS EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 288.00 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE SOUTH 00 DEGREES 12 MINUTES 21 SECONDS WEST A DISTANCE OF 450.00 FEET; THENCE SOUTH 89 DEGREES 31 MINUTES 33 SECONDS WEST A DISTANCE OF 288.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH BOSTON STREET; THENCE NORTH 00 DEGREES 12 MINUTES 21 SECONDS EAST ALONG SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 450.00 FEET TO THE TRUE POINT OF BEGINNING.

COUNTY OF ARAPAHOE
STATE OF COLORADO.

EXHIBIT A

Drawing of Saint Peter Lutheran Church Property ("Tract 6")



CONSULTANTS OF COLORADO, INC.

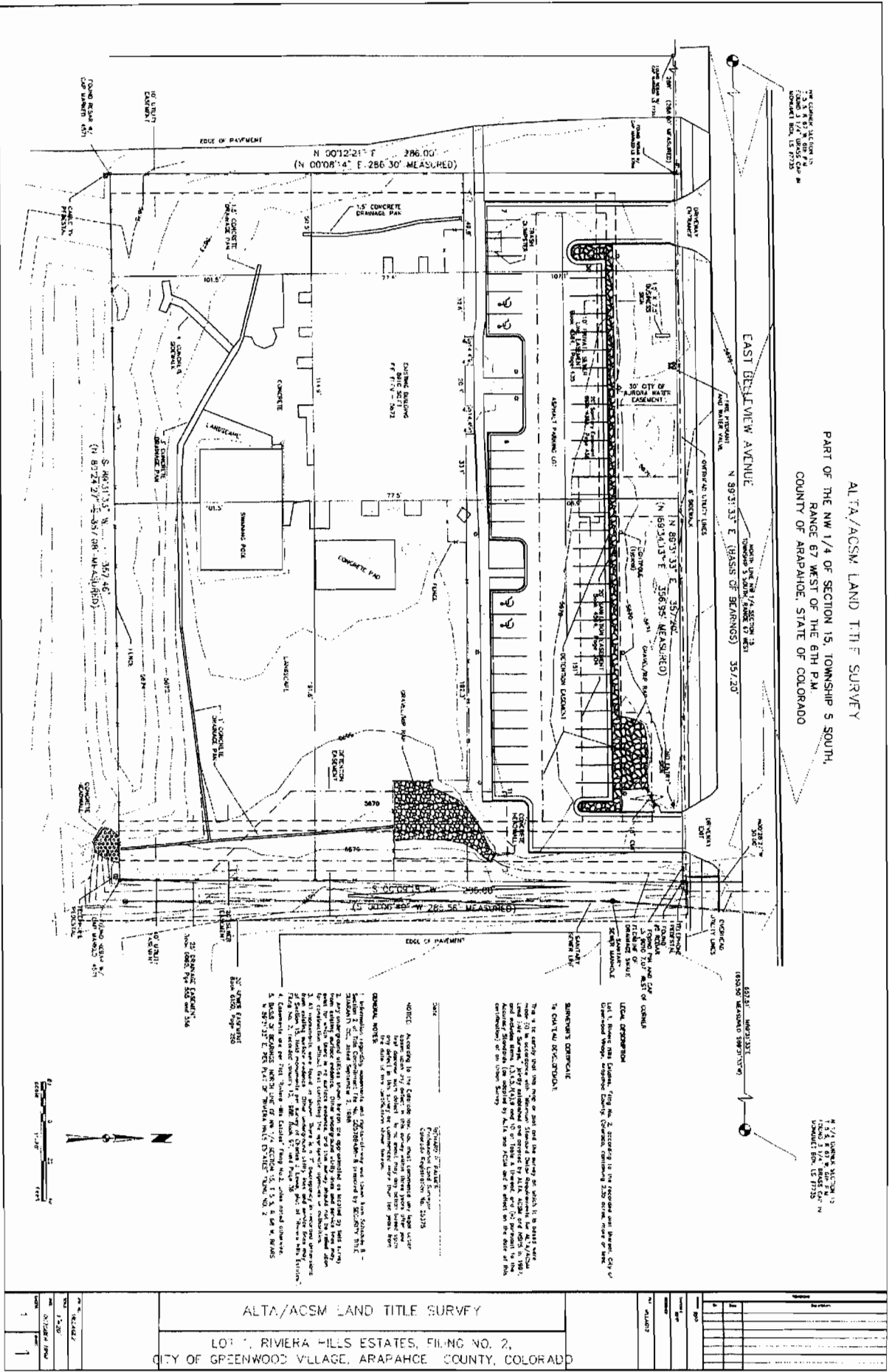
CIVIL ENGINEERING · LAND SURVEYING · LAND PLANNING

7901 E. Bellevue Avenue
Suite 150
Englewood, CO 80111
Tel: (720) 482-9526
Fax: (720) 482-9546

EXHIBIT B

ALTA/ACSM LAND TITLE SURVEY

PART OF THE NW 1/4 OF SECTION 15, TOWNSHIP 5 SOUTH,
RANGE 67 WEST OF THE 6TH P.M.
COUNTY OF ARAPAHOE, STATE OF COLORADO



GENERAL NOTES:

1. Information regarding easements and other rights was taken from public records and other sources.
2. The survey was made by the undersigned on or about the 15th day of May, 2015.
3. The survey was made by the undersigned on or about the 15th day of May, 2015.
4. The survey was made by the undersigned on or about the 15th day of May, 2015.
5. The survey was made by the undersigned on or about the 15th day of May, 2015.
6. The survey was made by the undersigned on or about the 15th day of May, 2015.
7. The survey was made by the undersigned on or about the 15th day of May, 2015.
8. The survey was made by the undersigned on or about the 15th day of May, 2015.
9. The survey was made by the undersigned on or about the 15th day of May, 2015.
10. The survey was made by the undersigned on or about the 15th day of May, 2015.

LEGAL DESCRIPTION:

Lot 1, Block 15, Riviera Hills Estates, Filing No. 2, according to the record and Survey City of Greenwood Village, Arapahoe County, Colorado, containing 2.25 acres, more or less.

SURVEYOR'S CERTIFICATE:

I, the undersigned, being duly sworn, depose and say that I am a duly licensed and qualified surveyor in the State of Colorado, and that I have personally and independently made the foregoing survey, and that the same is true and correct to the best of my knowledge and belief.

WITNESSES:

I, the undersigned, being duly sworn, depose and say that I am a duly licensed and qualified surveyor in the State of Colorado, and that I have personally and independently made the foregoing survey, and that the same is true and correct to the best of my knowledge and belief.

ALTA/ACSM LAND TITLE SURVEY	
LOT 1, RIVIERA HILLS ESTATES, FILING NO. 2, CITY OF GREENWOOD VILLAGE, ARAPAHOE COUNTY, COLORADO	
1	1

September 10, 2008
30132801

LEGAL DESC
ACCESS EA

Original

A PART OF LOT 1, RIVIERA HILLS E AND A
PART OF TRACT 6, CLARK COLONY, L WEST
QUARTER OF SECTION 15, TOWNSHIP 6 SOUTH, RANGE 67 WEST OF
THE 6th PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF
COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1, WHENCE THE
NORTHEAST CORNER OF SAID LOT 1 BEARS NORTH 89°31'33" EAST,
SAID LINE FORMING THE BASIS OF BEARINGS FOR THIS
DESCRIPTION;

THENCE SOUTH 89°31'33" WEST ALONG THE SOUTHERLY LINE OF
EAST BELLEVIEW AVENUE A DISTANCE OF 15.00 FEET;

THENCE SOUTH 00°12'21" WEST ALONG A LINE PARALLEL WITH AND
15.00 FEET WESTERLY OF THE WESTERLY LINE OF SAID LOT 1 A
DISTANCE OF 75.00 FEET;

THENCE NORTH 89°31'33" EAST ALONG A LINE PARALLEL WITH AND
75.00 FEET SOUTHERLY OF SAID SOUTHERLY LINE OF EAST
BELLEVIEW AVENUE A DISTANCE OF 15.00 FEET TO THE WESTERLY
LINE OF SAID LOT 1;

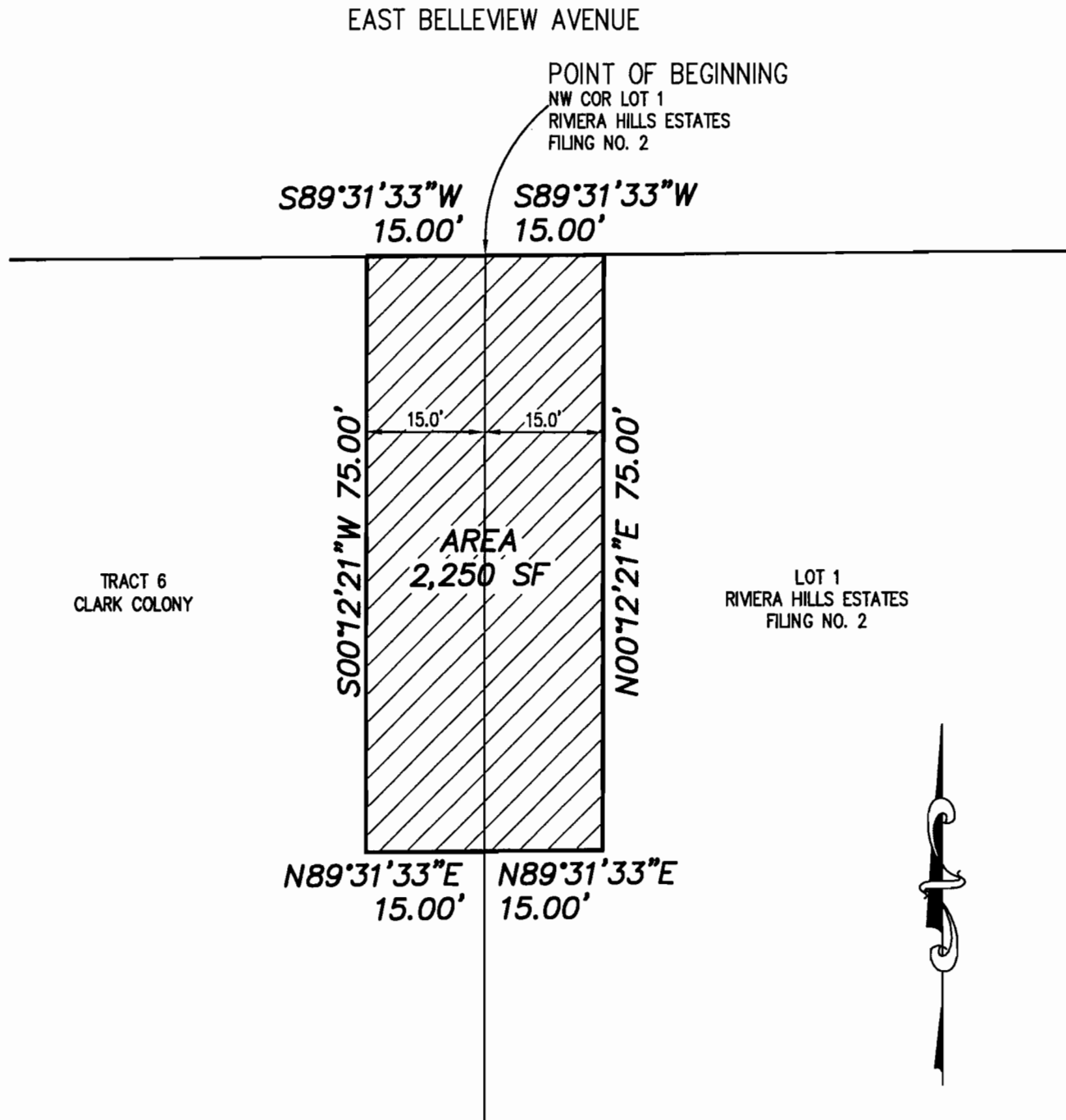
THENCE NORTH 89°31'33" EAST CONTINUING ALONG A LINE
PARALLEL WITH AND 75.00 FEET SOUTHERLY OF SAID SOUTHERLY
LINE OF EAST BELLEVIEW AVENUE A DISTANCE OF 15.00 FEET;
THENCE NORTH 00°12'21" EAST ALONG A LINE PARALLEL WITH AND
15.00 FEET EASTERLY OF THE WESTERLY LINE OF SAID LOT 1 A
DISTANCE OF 75.00 FEET;

THENCE SOUTH 89°31'33" WEST ALONG THE SOUTHERLY LINE OF
EAST BELLEVIEW AVENUE A DISTANCE OF 15.00 FEET TO THE POINT
OF BEGINNING.

CONTAINING 2,250 SQUARE FEET.



ACCESS EASEMENT



DRFT: JVH
PAGE: 2 OF 2
JOB#: 30132801
DATE: SEPTEMBER 10, 2008

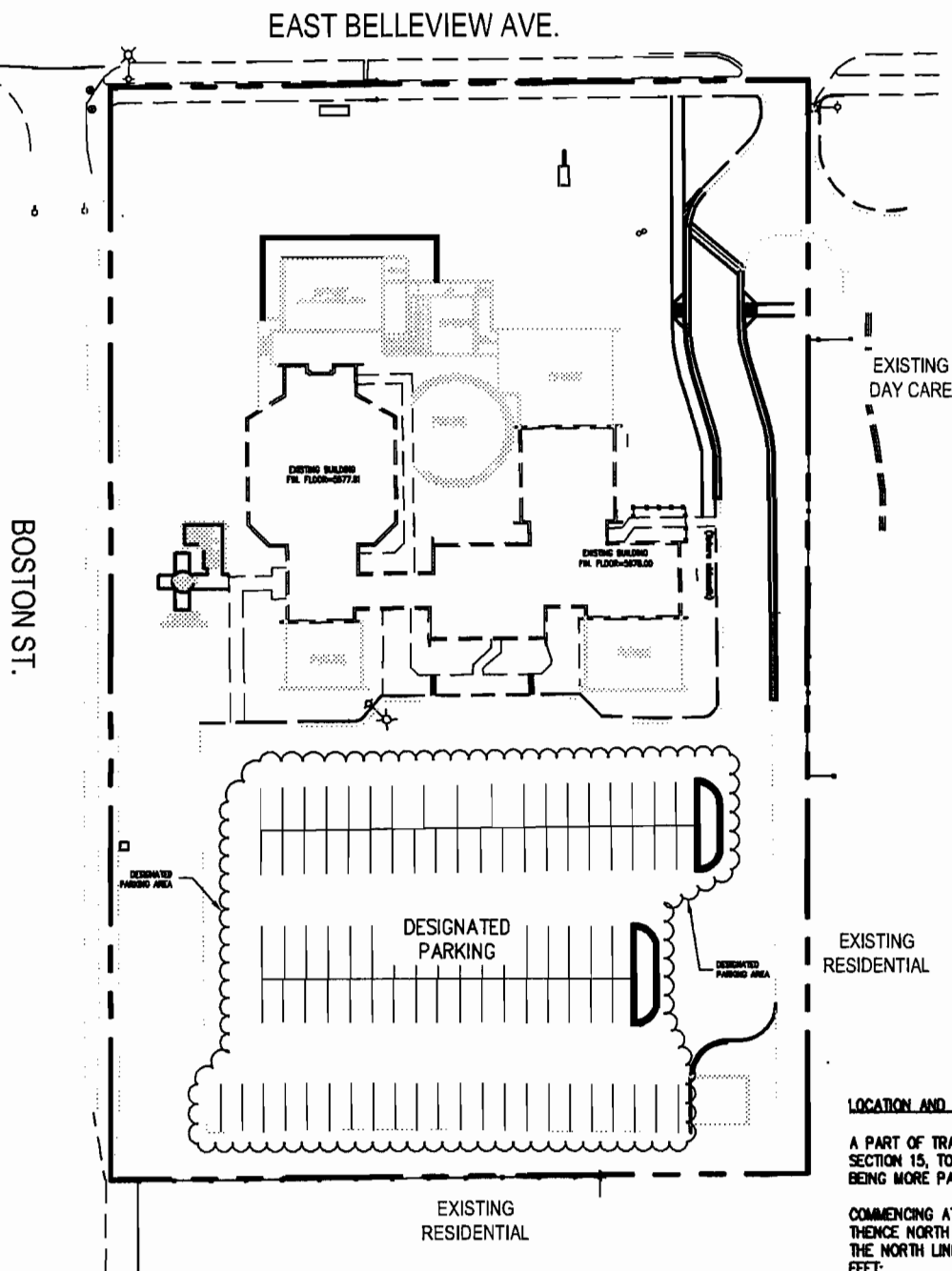
SCALE: 1" = 20'



CONSULTANTS OF COLORADO, INC.

CIVIL ENGINEERING · LAND SURVEYING · LAND PLANNING

7901 E. Bellevue Avenue
Suite 150
Englewood, CO 80111
Tel: (720) 482-9526
Fax: (720) 482-9546



LOCATION AND LEGAL DESCRIPTION:

A PART OF TRACT 6, CLARK COLONY, LOCATED IN THE NW ¼ OF SECTION 15, TOWNSHIP 5 SOUTH, RANGE 67 WEST OF THE 6TH P.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 15;
 THENCE NORTH 89 DEGREES 31 MINUTES 33 SECONDS EAST ALONG
 THE NORTH LINE OF SAID SECTION 15, A DISTANCE OF 1327.62
 FEET;
 THENCE SOUTH 00 DEGREES 28 MINUTES 27 SECONDS EAST. A
 DISTANCE OF 30.00 FEET TO A POINT ON THE SOUTH
 RIGHT-OF-WAY LINE OF EAST BELLEVUE AVENUE, SAID POINT ALSO
 BEING THE TRUE POINT OF BEGINNING;
 THENCE NORTH 89 DEGREES 31 MINUTES 33 SECONDS EAST ALONG
 SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 288.00 FEET;
 THENCE DEPARTING SAID SOUTHERLY RIGHT-OF-WAY LINE SOUTH 00
 DEGREES 12 MINUTES 21 SECONDS WEST A DISTANCE OF 450.00
 FEET;
 THENCE SOUTH 89 DEGREES 31 MINUTES 33 SECONDS WEST A
 DISTANCE OF 288.00 FEET TO A POINT ON THE WESTERLY
 RIGHT-OF-WAY LINE OF SOUTH BOSTON STREET;
 THENCE NORTH 00 DEGREES 12 MINUTES 21 SECONDS EAST ALONG
 SAID WESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 450.00 FEET TO
 THE TRUE POINT OF BEGINNING.

COUNTY OF ARAPAHOE
 STATE OF COLORADO.

EXHIBIT D

Saint Peter Lutheran Church Designated Parking Areas



CONSULTANTS OF COLORADO, INC.

CIVIL ENGINEERING · LAND SURVEYING · LAND PLANNING

7901 E. Bellevue Avenue
 Suite 150
 Englewood, CO 80111
 Tel: (720) 482-9526
 Fax: (720) 482-9546

EAST BELLEVUE AVENUE

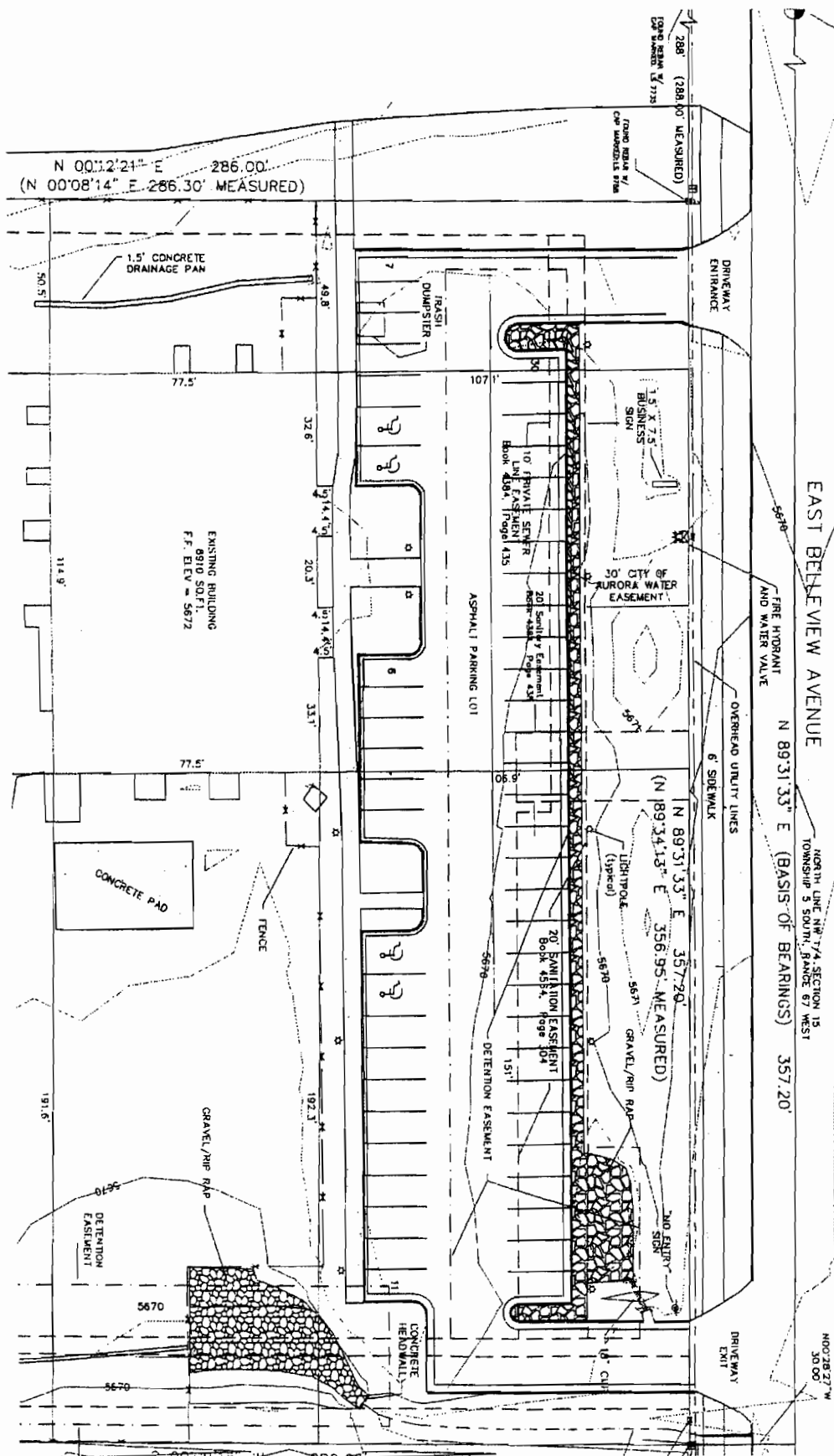


EXHIBIT F

2009 Dates Saint Peter Lutheran Church (Tract 6) Parking Lot is unavailable.

Thursday, December 24, 2009 after 3 PM.

EXHIBIT G

2009 Dates The Village Parking Lot is unavailable:

Friday, July 31, 2009

**RESOLUTION AUTHORIZING EXECUTION OF
INTERGOVERNMENTAL COOPERATION AGREEMENT WITH OAK
PARK/RIVER FOREST HIGH SCHOOL DISTRICT 200**

ORIGINAL

BE IT RESOLVED by the President and Board of Trustees of the Village of Oak Park, Cook County, Illinois, that the Village President and Village Clerk are hereby authorized to enter into an Intergovernmental Cooperation Agreement with Oak Park/River Forest High School District 200 for the 25 year lease of District 200 land (with optional extensions) to the Village for the construction, operation and maintenance of a 300 space parking structure and the leaseback of the 300 parking spaces during school contract days to District 200 for the use of District 200 employees, which Agreement shall conform substantially to the Agreement attached hereto.

THIS RESOLUTION shall be in full force and effect from and after its adoption and approval as provided by law.

ADOPTED by me this 10th day of March 2003, pursuant to a roll call vote as follows:


AYES: Trustees Carpenter, Ebner, Hodge-West, Kostopulos and Turner and President Trapani

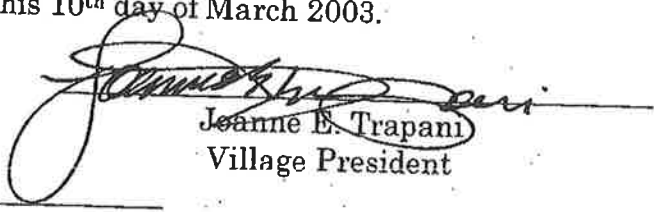
NAYS: Trustee Gockel

ABSENT: None

APPROVED by me this 10th day of March 2003.

ATTEST:


Sandra Sokol, Village Clerk


Joanne E. Trapani
Village President

WHEREAS, the Board of Education of the School District has determined that a parking garage at the location of the Subject Property will serve the needs of the School District and the community by providing badly needed parking facilities; and

WHEREAS, the School District is authorized by Section 22.11 of the School Code (105 ILCS 5/10-22.11) to lease, to a municipality, School District property not required for school purposes for a period of not to exceed twenty-five (25) years and is authorized by Section 22.12 of the School Code (105 ILCS 5/10-22.12) to lease, from others, private property necessary for school purposes, for a period of not to exceed ninety-nine (99) years; and

WHEREAS, the School District is willing to lease the Subject Property to the Village, on terms and conditions hereinafter set forth, to permit the Village to construct a parking garage (the "Garage") thereon, in the manner hereinafter described, and to lease the Garage from the Village on terms hereinafter set forth;

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, receipt of which is hereby acknowledged, the Village and the School District agree as follows:

1. **Recitals.**

The foregoing recitals are incorporated herein as though fully set forth.

2. **Ground Lease.**

The School District grants to the Village a non-exclusive lease of the Subject Property for a period of twenty-five (25) years from the effective date of this Agreement and authorizes the Village to construct, operate and maintain thereon a parking garage in accordance with the engineering plans attached hereto as Exhibit B, and incorporated

Avenue. The design shall include appropriate lighting and light-spillage control, access control, security features and landscaping.

6. **Bidding and Contracting.**

The Village shall prepare, or cause to be prepared, bid specifications, shall solicit bids, select responsible contractors, execute all contracts in the name of the Village, and supervise all construction, in cooperation with and subject to the reasonable approval of the School District and in consultation with the School District's on-site representatives.

7. **Employee Parking.**

(a) School District employees shall be permitted to park in the Garage free of charge at all times. The parties hereto may from time to time determine the method to be used to identify vehicles which are entitled to park free of charge. School employees shall have exclusive use of the Garage between six (6) a.m. and four (4) p.m. on faculty attendance days.

(b) In consideration of the contribution specified in Section 4 hereof, the Village grants to all School District employees the right to park free of charge in designated spaces on streets at the perimeter of the school campus, as shown on Exhibit D hereto, between six (6) a.m. and four (4) p.m. on faculty attendance days. At the beginning of each school year, the School District Director of Operations shall notify the Village Supervisor of Parking Enforcement of the designated faculty attendance days. The Village shall erect and maintain appropriate signs designating these areas as reserved for School District employees, and enforce such regulations. The parties hereto may from time to time determine the method to be used to identify vehicles which are entitled to park free of charge in permit areas.

11. **Security.**

The Village shall install, maintain and operate security cameras or other such security monitoring devices in and around the Garage in the same manner as the Village provides security in other Village facilities, and shall monitor such security devices at all times.

The Village shall have primary responsibility for responding to emergency situations involving the Garage facilities at all times. School District security personnel shall assist Village emergency personnel when possible, and may conduct such security checks or investigations as may be appropriate. Any student who may be involved in a disciplinary infraction on the premises of the Garage shall be subject to School District disciplinary procedures in the same manner as on all other areas of the campus.

12. **Maintenance and Repair.**

The Village shall be primarily responsible for major maintenance, snow and ice control, repair and capital improvement of the Garage, shall pay all utilities, shall keep the Garage in good repair at all times, and shall not permit the Garage to become unsightly or unsafe.

The School District shall be responsible for routine upkeep, such as cleaning, and replacement of light bulbs, and shall be primarily responsible for maintenance of landscaping.

13. **Removal.**

Upon expiration of the original lease period or any extension thereof, the Village shall, at the option of the School District, either demolish the Garage and restore the Subject Property to its prior condition at the expense of the Village, or convey ownership of the Garage to the School District. If at any time the Garage is damaged to the extent of fifty percent (50%) or more of its cost of replacement, the Village, at its option, shall either

VILLAGE OF OAK PARK
Cook County, Illinois

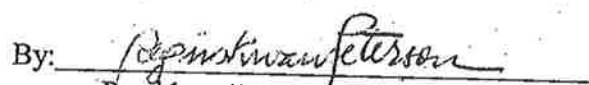
By: 
Village President

ATTEST:


Village Clerk

[SEAL]

**OAK PARK/RIVER FOREST HIGH
SCHOOL DISTRICT NUMBER 200**
Cook County, Illinois

By: 
President, Board of Education

ATTEST:


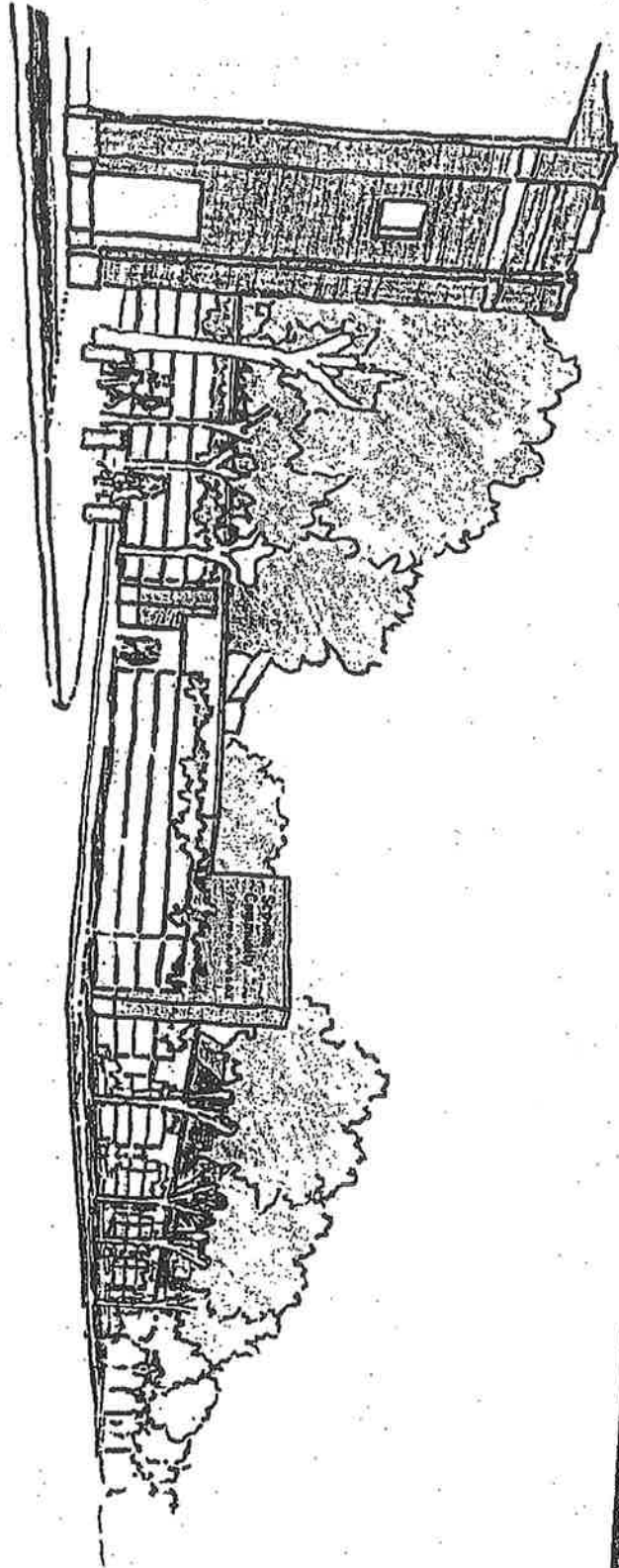

Secretary, Board of Education

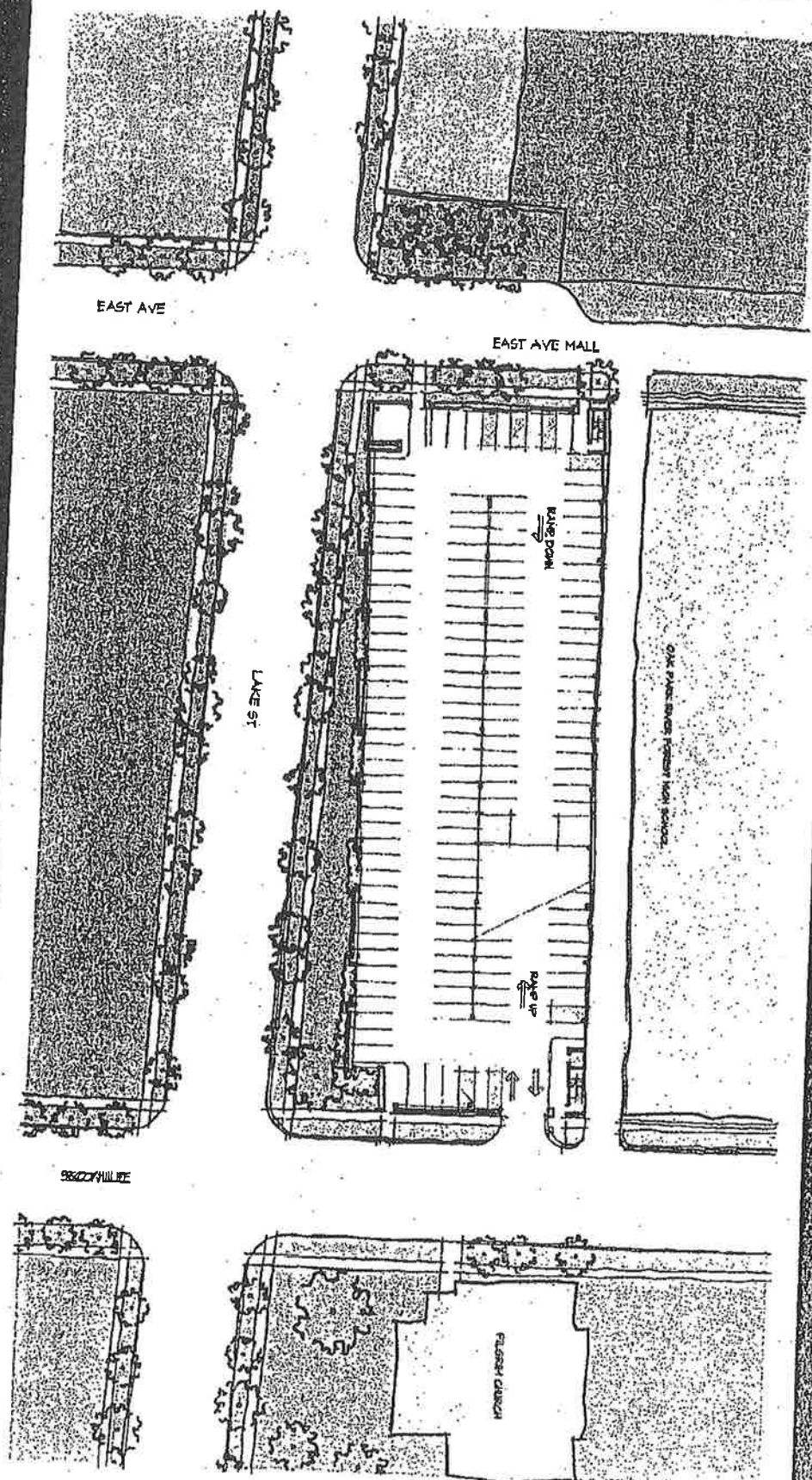
Exhibit B

A full set of engineering plans is available for review with District 200 Superintendent, Susan Bridge, with Village Manager, Carl Swenson, and with Village Engineer, Jim Budrick.

View Northeast
@ East Avenue

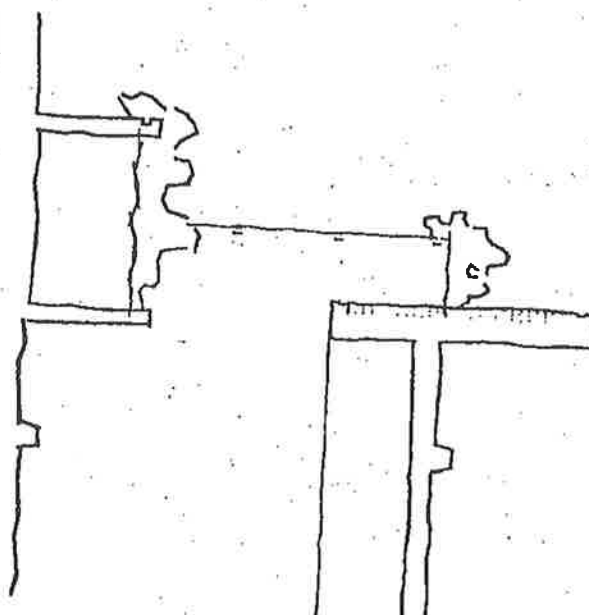


FLOOR PLAN

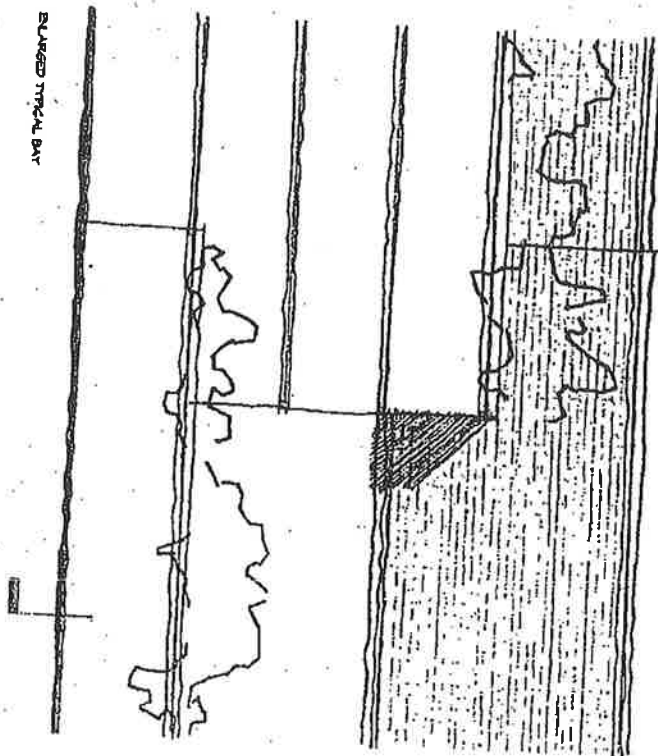


PLANTERS

SECTION



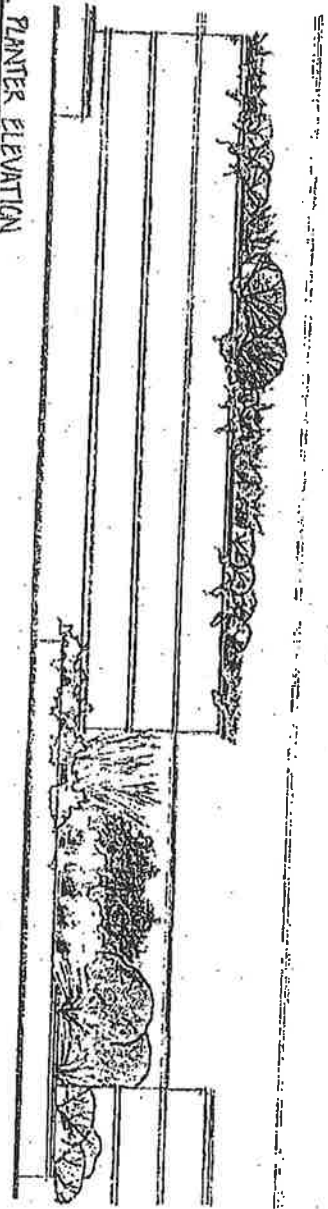
BLASED TYPICAL DAY



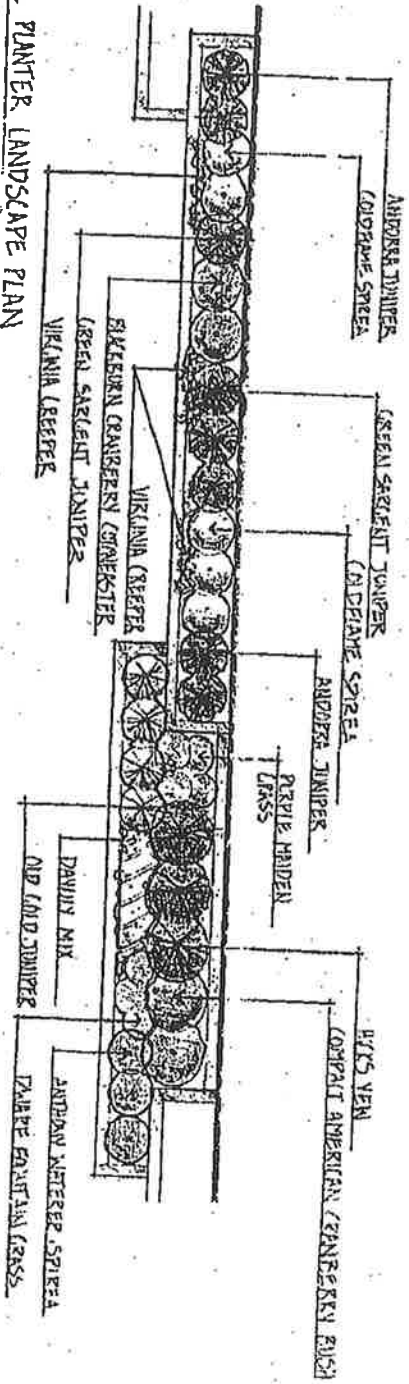
TYPICAL PLANTER ELEVATION

SCALE: 1/4" = 1'-0"

3' 1"



TYPICAL PLANTER LANDSCAPE PLAN



LANDSCAPING DETAIL

EXHIBIT D

2003-0-07

ORDINANCE AUTHORIZING PERMIT PARKING

BE IT ORDAINED by the President and Board of Trustees of the Village of Oak Park, County of Cook, State of Illinois, in accordance with the Home Rule Powers granted to it under Article VII, Section 6 of the Constitution of the State of Illinois (1970), as amended, as follows:

A. Findings

1. That because of excessive parking demands in the Oak Park and River Forest High School area by employees and students using residential streets for parking of vehicles to use the high school, it is in the best interest of the Village:
 - a. to reserve the streets set forth on the maps attached hereto as "Exhibit A," "Exhibit B" and "Exhibit C" which are adjacent to residential frontages for the use of residents;
 - b. to allow limited parking relief for employees on those portions of the streets set forth on the maps attached hereto as "Exhibit A," "Exhibit B" and Exhibit "C" in the area not having residential frontage; and
 - c. to allow limited parking relief for students on those portions of the streets set forth on the maps attached hereto as "Exhibit A," "Exhibit B" and "Exhibit C" not having residential frontage.
2. That restricting parking on those portions of the streets set forth on the maps attached hereto as "Exhibit A," "Exhibit B" and "Exhibit C" with residential frontage to the use of adjacent residents and providing limited employees and student parking on streets adjacent to Oak Park and River Forest High School and on east-west streets in locations which are not adjacent to residential frontages will reduce hazardous traffic conditions resulting from the uncontrolled use of streets within areas

4. The procedure for establishing residential permit parking in the eligible areas designated in "Exhibit A", "Exhibit B" and "Exhibit C" is for 75% of the owners of properties in the block to sign and deliver to the Village Clerk a petition requesting such residential parking permits on the eligible residential permit parking street frontage of the block. More than one owner of a property shall be counted as one owner for purposes of calculating the 75% of owners of property signing the petition.
5. Permits will be issued by the Village to employees and students at Oak Park and River Forest High School who present current certificates issued by the High School, certifying that the person is currently an employee or student at the High School, which certificate will allow them to park on the streets surrounding Oak Park and River Forest High School ("O.P.R.F.H.S.") and set forth on the maps attached hereto as "Exhibit A," "Exhibit B" and "Exhibit C" and on designated east-west streets in areas not adjacent to residential frontages in the permitted area from 6:00 A.M. to 4:00 P.M., Monday through Friday during the school year, beginning on August 15th of each year and ending on June 15th of each year. No such permit shall be issued for employees or student permit parking in front of any lot having a residence fronting on the east-west street.
6. Permits will be issued to residents on an annual basis, allowing them to park one car per dwelling unit on designated portions of the streets set forth on the maps attached hereto as "Exhibit A," "Exhibit B" and "Exhibit C" from 6:00 A.M. to 4:00 P.M., Monday through Friday during the school year.
7. Current parking restrictions will remain in effect in the permit parking area, but the permits will supersede any 8:00 A.M. - 10:00 A.M. or Two Hour parking limit.
8. There is hereby created an Implementation Committee comprised of the stakeholders with regard to the OPRFHS staff and student parking plan including representatives of the adjacent residential neighborhoods, churches and institutions and representatives of the High School and Village. It shall be the responsibility of the

ADOPTED this 3rd day of February 2003, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED by me this 3rd day of February 2003.

Barbara Ebner

Barbara Ebner
President Pro Tem

ATTEST:

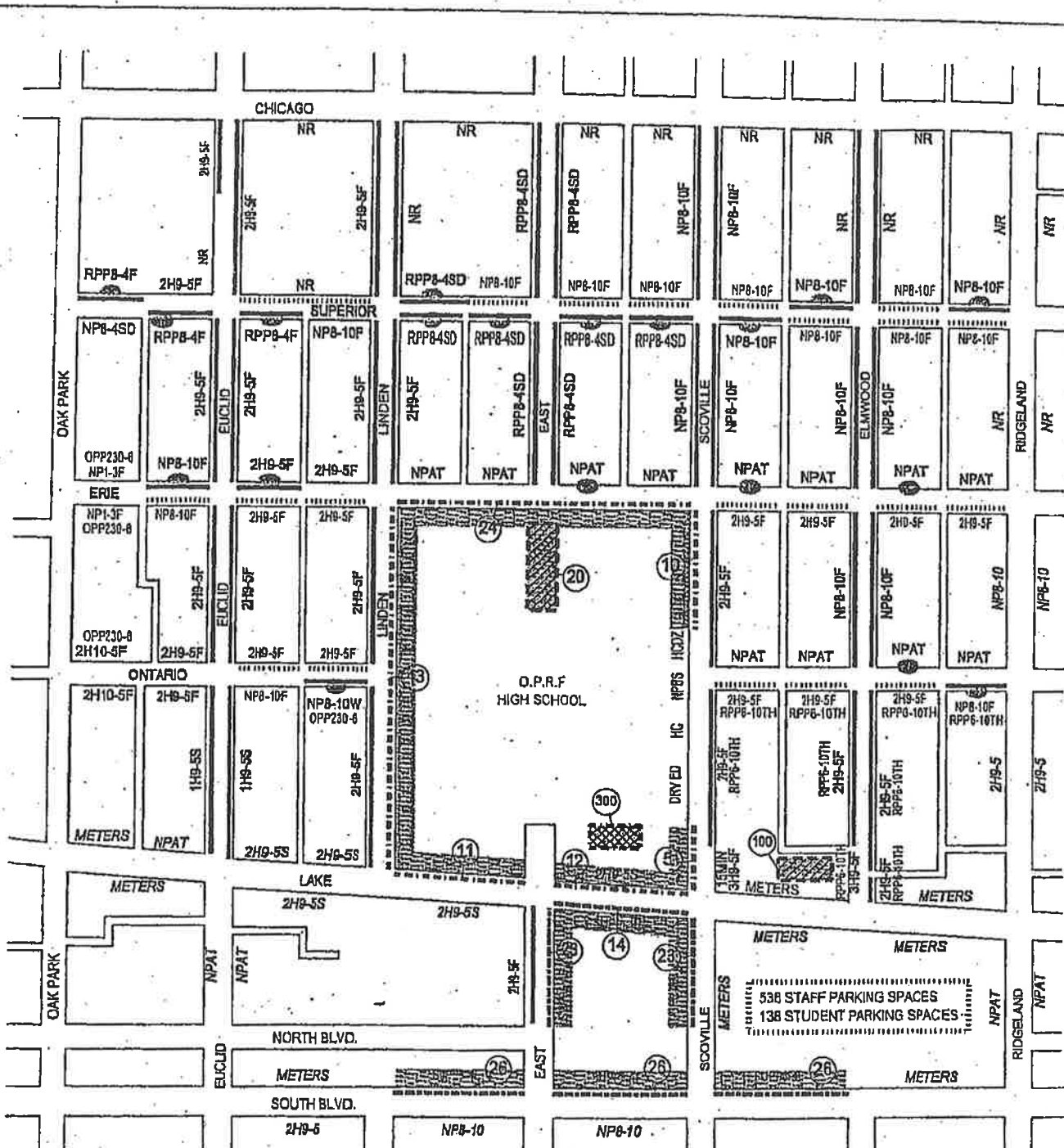
Sandra Sokol

Sandra Sokol
Village Clerk

Published by me according to law this 28th day of February, 2003.

Sandra Sokol

Sandra Sokol
Village Clerk



PARKING RESTRICTIONS LEGEND

150M	= 15 MINUTE PARKING	HPE-419	= NO PARKING, PM - 4PM, SCHOOL DAYS
1PM-5P	= 1 HOUR PARKING, SUN - SAT, MONDAY - SATURDAY	HPAT	= NO PARKING ANYTIME
3PM-5P	= 2 HOUR PARKING, SUN - SAT, MONDAY - FRIDAY	HPKS	= NO PARKING BETWEEN SIGNS
3PM-5P	= 2 HOUR PARKING, SUN - SUN, MONDAY - FRIDAY	SR	= NO PARKING RESTRICTIONS
3PM-5P	= 2 HOUR PARKING, SUN - SAT, MONDAY - FRIDAY	OPPD-4	= OVERNIGHT PERMIT PARKING, 2:00AM - 6AM
OPV-10	= DRIVER'S EDUCATION	PP-10	= PERMIT PARKING, SUN - PM, MONDAY - FRIDAY
HC	= HANDICAPPED PARKING	APP-10TM	= RESIDENT PERMIT PARKING, SUN - 10PM, MONDAY - THURSDAY
HCZ	= HANDICAPPED BOY-GIRL/HCI-UP ZONE	HPV-11	= RESIDENT PERMIT PARKING, PM - 4PM, MONDAY - FRIDAY
PETRS	= PARKING THEFTS	APP-10	= RESIDENT PERMIT PARKING, SUN - 4PM, SCHOOL DAYS
SPF-1P	= NO PARKING, 1PM - 1PM, MONDAY - FRIDAY	STPG-4	= STAFF PERMIT PARKING, 4AM - 4PM, MONDAY - FRIDAY
HP5-10P	= NO PARKING, SUN - 10PM, MONDAY - FRIDAY	SUPG-1P	= STUDENT PERMIT PARKING, 6AM - 4PM, MONDAY - FRIDAY
HP5-10P	= NO PARKING, SUN - 10PM, WEDNESDAY		

PROPOSED PARKING



*ZONES ELIGIBLE FOR DAYTIME RESIDENT PERMIT PARKING

STONES BIDDIE FOR STAFF FERMIT PARKIN AFTER NEW PAFUN FACILITY

— 1100 號外匯匯票 (BANK OF CHINA) 已於 1994 年 12 月 15 日到期

• AVAILABLE PARKING SPACES

EXHIBIT B

 = LOCATION OF FRONT ENTRANCE

(24)

אברהם יצחק ויצמן

**PARKING LOT LEASE BETWEEN PILGRIM CONGREGATIONAL CHURCH
AND OAK PARK and RIVER FOREST HIGH SCHOOL**

This Lease (this "Lease") made this 17th day of July 2008 between Pilgrim Congregational Church of Oak Park, a religious corporation under the laws of the State of Illinois, (hereinafter referred to as the "Lessor") and District 200/Oak Park and River Forest High School (hereinafter referred to as the "Lessee").

Lessor, for and in consideration of the agreements hereinafter set forth to be performed by Lessee, does hereby lease to Lessee the use of the primary Pilgrim Congregational Church parking lot at 460 Lake Street (the "Parking Lot"), subject to the terms, conditions, and restrictions set forth herein. This Lease shall commence on August 15, 2008 and end June 15, 2010 (but shall be subject to termination, as hereinafter provided.)

This Lease is made and entered into, subject to the following expressed covenants, conditions and agreements, all of which are accepted by and binding upon the Lessor and Lessee, as integral parts of this Lease.

I. Use/Restrictions

A. Daytime Use. The Parking Lot shall be used by the Lessee for parking of private passenger vehicles, between the hours of 7:30 am and 6:00 pm Monday through Friday from September 1st to June 15th of each school year. Lessor will make the Parking Lot available to Lessee from August 15th through September 1st of each school year, subject to availability.

In addition, the authorized high school faculty and staff may park in the Parking Lot from 7:00 am to 7:30 am to the extent that spaces are available. Lessee acknowledges that because overnight parking permit holders are authorized to park in the Parking Lot until 7:30 am, a number of cars will still be in the Parking Lot at 7:00 am.

The use of the Parking Lot will be restricted to faculty and staff of the Lessee. Unauthorized vehicles may be towed.

B. Spaces Reserved by Lessor. The following parking spaces are reserved by Lessor: (a) The handicapped spot and the five (5) spaces on the west side of the Parking Lot adjacent to the playground and (b) five (5) spaces on the east end of the Parking Lot that are currently let to the Village of Oak Park for overnight parking. Lessor will mark these spots as reserved. Lessor reserves the right to designate other spots as reserved, provided that at all times Lessor continues to provide at least 100 parking spaces for Lessee.

C. Shared Use of Premises during Evening Hours. The Parking Lot shall be used by the Lessee for parking of private passenger vehicles of students attending Triton College classes at Oak Park and River Forest High School. Lessee may utilize up

- IV. Maintenance.** Lessor has entered into an agreement with the Village of Oak Park pursuant to which the VOP has agreed to maintain and repair the parking lot, including the provision of snow removal surfaces. Lessor agrees to enforce its rights under the agreement with VOP, but shall not be liable for any failure by the VOP to properly repair and maintain the premises.
- V. Electricity.** The Lessor shall provide electricity for lighting the Parking Lot and shall pay the cost of providing said electricity.
- VI. Termination.** This lease may be terminated by either Lessor or Lessee upon one hundred eighty (180) days written notice.
- VII. No alterations, Modifications or Improvements by Lessee.** Lessee shall not make any alterations, modifications or improvements to the Parking Lot without the prior written consent of Lessor.
- VIII. Sublease/Assignment.** Lessee shall make no assignment of this Lease, nor shall it sublease the Parking Lot to any other person or entity without the prior written consent of Lessor.
- IX. No Third Party Beneficiaries.** This Lease is intended to benefit only the parties signing below. This Lease grants no rights to any other persons or entities, and no other persons or entities are intended beneficiaries thereof.
- X. Retained Rights of Lessor.** Lessor retains all rights not expressly granted to Lessee hereunder. Notwithstanding any other provision of this Lease, Lessor further retains the right to use and access the Parking Lot for construction, repair or improvement of sewers, water pipes and mains, drainage tiles and pipes, gas mains and pipelines, telephone or cable lines or electric lines.
- XI. Notices.** All notices required hereto shall be in writing and given by certified mail. Notices to Lessor shall be mailed to Lessor at the Pilgrim Congregational Church, 460 Lake Street, Oak Park, IL 60302, and notices to Lessee at Oak Park and River Forest H.S., 201 North Scoville Avenue, Oak Park, IL 60302, Attn: Business Manager.

ORIGINAL

RESOLUTION
AUTHORIZING EXECUTION OF LEASE AGREEMENT
BETWEEN
THE VILLAGE OF OAK PARK
AND
PILGRIM CHURCH OF OAK PARK
FOR FARMERS' MARKET USE OF LOT # 22 LOCATED AT 460 LAKE STREET

BE IT RESOLVED by the President and Board of Trustees of the Village of Oak Park, Cook County, Illinois that the Village Manager and Village Clerk are authorized to execute a lease agreement for the usage of Lot #22 located at 460 Lake Street in Oak Park, Illinois for a ten (10) year period. Said permit agreement is to conform substantially to the lease agreement for use of the lot for the Farmers' Market, attached here to as Exhibit A and made part hereof.

THIS RESOLUTION shall be in full force and effect from and after its adoption and approval as provided by law.

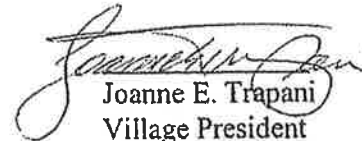
ADOPTED this 3rd day of January 2005, pursuant to a roll call vote as follows:

AYES: Trustees Carpenter, Gockel, Johnson, Milstein
and Pope and President Trapani

NAYS: None

ABSENT: Trustee Kostopulos

APPROVED by me this 3rd day of January 2005


Joanne E. Trapani
Village President

ATTEST:



Sandra Sokol
Village Clerk

13

**LEASE AGREEMENT BETWEEN
THE VILLAGE OF OAK PARK AND
PILGRIM CONGREGATIONAL CHURCH OF OAK PARK
FOR USE OF LOT # 22 AS A FARMERS' MARKET**

This Lease is made as of the 6th day of December 2004 between Pilgrim Congregational Church of Oak Park, a religious corporation (hereinafter referred to as the LESSOR) and the Village of Oak Park, a municipal corporation (hereinafter referred to as the LESSEE).

WITNESSETH:

LESSOR leases to LESSEE the parking lot premises at the northwestern corner of Lake Street and Elmwood Avenue (the "Subject Property") for use as a Farmers' Market in accordance with the Farmers' Market Statement of Goals, attached hereto as Exhibit A, for the term of all Saturdays, between the hours of 5:00 a.m. and 3:00 p.m. (as further described below in paragraph 1 and 18), from the first Saturday in June to the last Saturday in October. This Lease is for a period of (10) ten years commencing on the 1st day of June 2005 and expiring on the 31st of December 2014, but shall be subject to termination, as herein provided.

PIN #: 16-07-222-010-0000 and 16-07-222-020-000

Lots 10, 11, 12, 13 and East 26 feet of Lot 14 in Block 29 in Village of Ridgeland, a subdivision of the East ½ of the East ½ of the West ½ of the West ½ of the Southwest ¼ of Section 8, Township 39 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois.

Commonly known as Pilgrim Church lot: Lot #22, 460 Lake Street, Oak Park, Illinois. (See Exhibit B and B-1 for Subject Premises details).

This Lease is made upon the following express covenants and agreements, each of which is made a condition hereof:

1. Use of Premises. The parking lot shall be used as a Farmers' Market in the Subject Premises.
2. Rent. The LESSEE agrees to pay as rent \$1,750.00 to LESSOR, by December 31, 2005 for the first year of the Lease for the Farmers' Market season for the year 2005 as the full annual rental for the Subject Premises and then on the sixth year or in 2010 this annual amount is \$2,000.00. Both amounts to be paid to LESSOR shall be increased by one and one-half (1.5%) percent for each subsequent year of the Lease, and a payment for each of these years shall be due by December 31 of each year Farmers' Market season covered by this Lease. (See Attached Exhibit C for details).
3. Contribution to Community. LESSEE will in a portion of its advertising, make note of the fact that the doughnuts sold at the Market are provided by the LESSOR and a

JT ODS 

significant portion of the profits from the doughnut sales is returned to the community in the form of contributions to charitable and service organizations.

4. Marking pavement in lot. LESSEE will be permitted to mark the paved surface to identify market stalls during the Farmers' Market season.
5. Maintenance of lot. LESSOR and LESSEE shall be responsible for cleaning litter from the Subject Premises after the Farmers' Market. (Growers will continue to remove their own refuse.) There will be no additional charge to LESSEE for this service. LESSEE is to provide and remove trash receptacles in the lot during the Farmers' Market.
6. Designation of Liaison Members. LESSOR and LESSEE shall each designate a liaison member to the other during the Farmers' Market Session. These designated individuals act as contact persons on site during the Farmers' Market Session and share a joint effort in managing issues relative to the Subject Premises and the Farmers' Market. LESSEE and LESSOR share the responsibility for orderly premises in the lot and LESSEE is responsible for orderly premises in the public right of way. (See Exhibit C)
7. Provision for electrical outlets. LESSOR shall provide LESSEE with access to working electrical outlets for demonstrations and as otherwise reasonably needed.
8. Access to storage space. As reasonably requested, LESSEE shall be given easy and safe access to secure storage space, either in the Church or in the freestanding storage shed located immediately north of the Church.
9. Telephone access during emergencies. The public will have access to the telephone in the kitchen of the Church only on an emergency basis. Those for whom crossing the street to Ridgeland Commons constitutes a hardship will be considered as emergencies for purposes of this paragraph.
10. Access and use of restrooms. LESSOR'S kitchen personnel will be instructed to allow those for whom the use of Ridgeland Commons' toilet facilities is burdensome or impractical to use the toilet facilities in the Church. Farmers' Market personnel, growers and volunteers will also have access to the LESSOR'S restrooms. Both parties acknowledge that the plumbing system is presently inadequate to allow for free public access.
11. Liability. The LESSEE shall maintain in full force and effect for the duration of this Lease Agreement, either through self insurance and/or commercial insurance, comprehensive liability coverage, which coverage shall cover all officers, employees and agents of the LESSEE, in an amount not less than \$500,000.00 per occurrence against any and all claims, demands, losses, liability or judgments arising out of any act or omission of such officers, employees and agents with respect to performing or failing to perform with the scope of their responsibilities and duties under this Lease Agreement.

ST ODS [Signature]

Such self-insurance programs and/or insurance policies shall provide primary coverage for the LESSEE'S officers, employees and agents and shall not be contingent upon or in any way limited by any insurance maintained by LESSOR. The LESSOR shall maintain in full force and for the duration of this Agreement comprehensive liability insurance coverage in an amount not less than \$500,000.00 per occurrence. Each party shall provide the other satisfactory evidence of such coverage.

The LESSEE is a self-insured municipal corporation and is responsible for all claims any person or entity may have or make against the LESSEE or the LESSOR, without right of subrogation, which arise out of or are in any way related to the LESSEE'S use and/or occupancy of the Subject Premises during the term of this Lease. The parties do not waive by any term of this Lease any rights to limitations of liability created by the Illinois Supreme Court decision in Kotecki v. Cyclops Welding Corporation, 146 Ill 2d 155 (1991), and the Illinois Workers Compensation Act.

The LESSEE shall indemnify the LESSOR against any loss or damage the LESSOR may suffer from any and all claims and/or suits based upon personal injury or property damage sustained by any person or persons as a result of the negligent operation of the Subject Premises by the LESSEE or its agents.

12. Termination. This Lease may be terminated without cause by LESSOR or LESSEE at the conclusion of any Farmers' Market season upon the giving of notice in writing to the other party before November 30th of any year preceding a scheduled Farmers' Market season covered by the term of this Lease.
13. Indemnification. Nothing contained herein shall be taken as altering, changing, modifying, enlarging or diminishing any right, obligation, duty privilege or prerogative of any party to seek indemnification or contribution from any other party as may be permitted by law. It is understood and agreed that neither party to this Lease Agreement shall be legally liable for any negligent or wrongful acts, either of commission or omission, chargeable to the other, unless such liability is imposed by law, and that this Lease Agreement shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by one party against the other or against third parties.
14. Notices. All notices required herein shall be made in writing and shall be delivered personally or by registered mail. Notices to the LESSOR shall be mailed to the LESSOR at 460 Lake Street, Oak Park, Illinois 60302 to the attention of LESSOR. Notices to the LESSEE shall be mailed to the LESSEE at 123 Madison Street, Oak Park, Illinois 60302 to the attention of Mr. Adolfo M. Benages, CPP, CAPP, Development Services, with a copy to Ms. Rogene Hill, Director of Community Services.
15. Access to use Subject Premises Only necessary persons who receive prior authorization by the Farmers' Market Manager shall be allowed to use the Subject Premises between the hours of 5:00 a.m. and 6:00 a.m. of any Saturday during any Farmers' Market season. Under no circumstances shall growers/vendors be permitted to set-up prior to 6:00 a.m. on any Saturday during the Farmers' Market season.

16. Modification. This Lease may not be modified or amended except in writing, signed by authorized representatives of both parties.
17. Applicable Law. This Lease shall be governed in all respects by the laws of the State of Illinois.
18. Counterparts. This Lease may be executed in three counterparts, each of which shall be deemed an original, but all of which taken together shall be deemed one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

**PILGRIM CONGREGATIONAL
CHURCH OF OAK PARK**

By:

Lee C. Foster

Its:

TREASURER

VILLAGE OF OAK PARK

By:

M. Lash

Its:

Deputy Village Manager

ATTEST:

ATTEST:

By:

Jeffrey A. Bata
Office Manager

By:

Sandra Sokol

Sandra Sokol, Village Clerk

Farmers' Market: Lease - Cost Analysis

EXHIBIT C

ASSUMPTIONS

Annual Revenue Escalation: 0.0%
 Annual Operating Expenses: \$0 / Space
 Annual Expense Escalation: 1.5%

Year	1	2	3	4	5	6	7	8	9	10
	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014

Revenues

Fees	0	0	0	0	0	0	0	0	0	0
Total Revenues	0	0	0	0	0	0	0	0	0	0

Other costs

Annual rental for premises	1,750.00	1,776.25	1,802.89	1,829.94	1,857.39	2,000.00	2,030.00	2,060.45	2,091.36	2,122.73
Operating Costs (annual cost)	0	0	0	0	0	0	0	0	0	0

Net Cash Flow (NCF)

	1,750.00	1,776.25	1,802.89	1,829.94	1,857.39	2,000.00	2,030.00	2,060.45	2,091.36	2,122.73
--	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------

Cumulative Cash Flow (CCF)

	1,750.00	3,526.25	5,329.14	7,159.08	9,016.47	11,016.47	13,046.47	15,106.92	17,198.27	19,321.00
--	----------	----------	----------	----------	----------	-----------	-----------	-----------	-----------	-----------

Handwritten signature/initials

ELMWOOD

AS

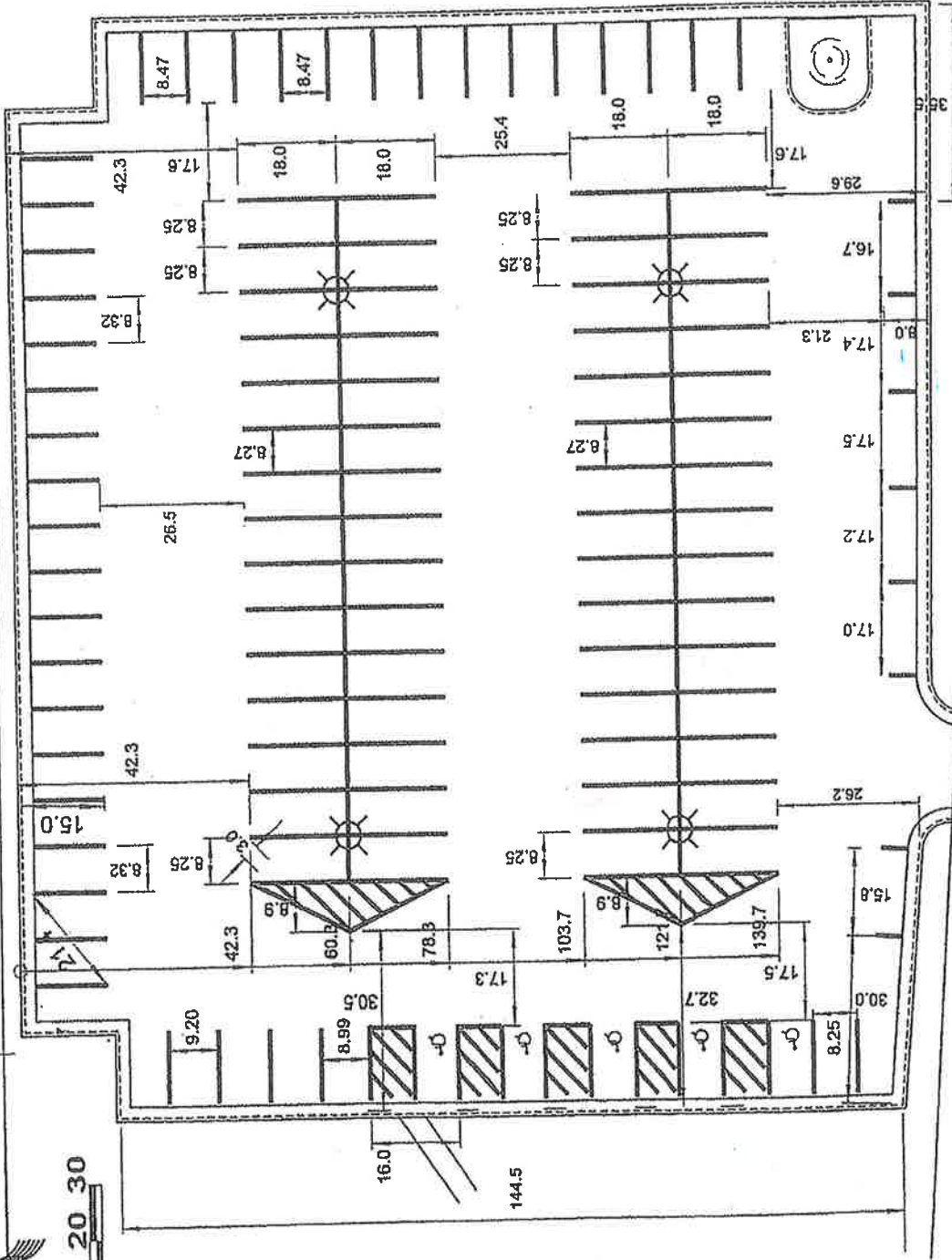
LAKE ST

EXHIBIT B

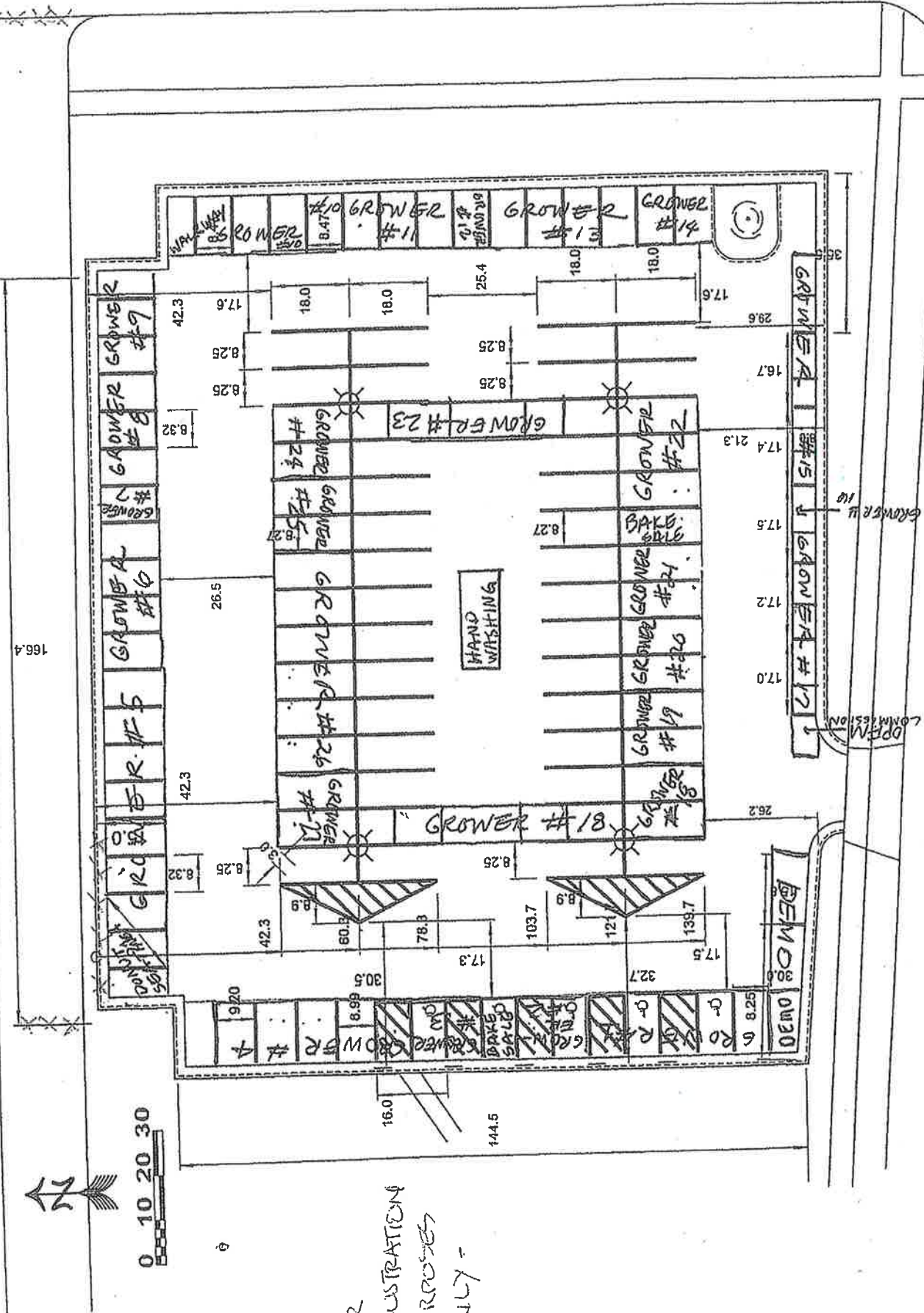


0 10 20 30

166.4



ELMWOOD



FOR
ILLUSTRATION
PURPOSES
ONLY -

EXHIBIT B
(SUBJECT TO CHANGE)

LAKE ST

XXX Barricades

AS

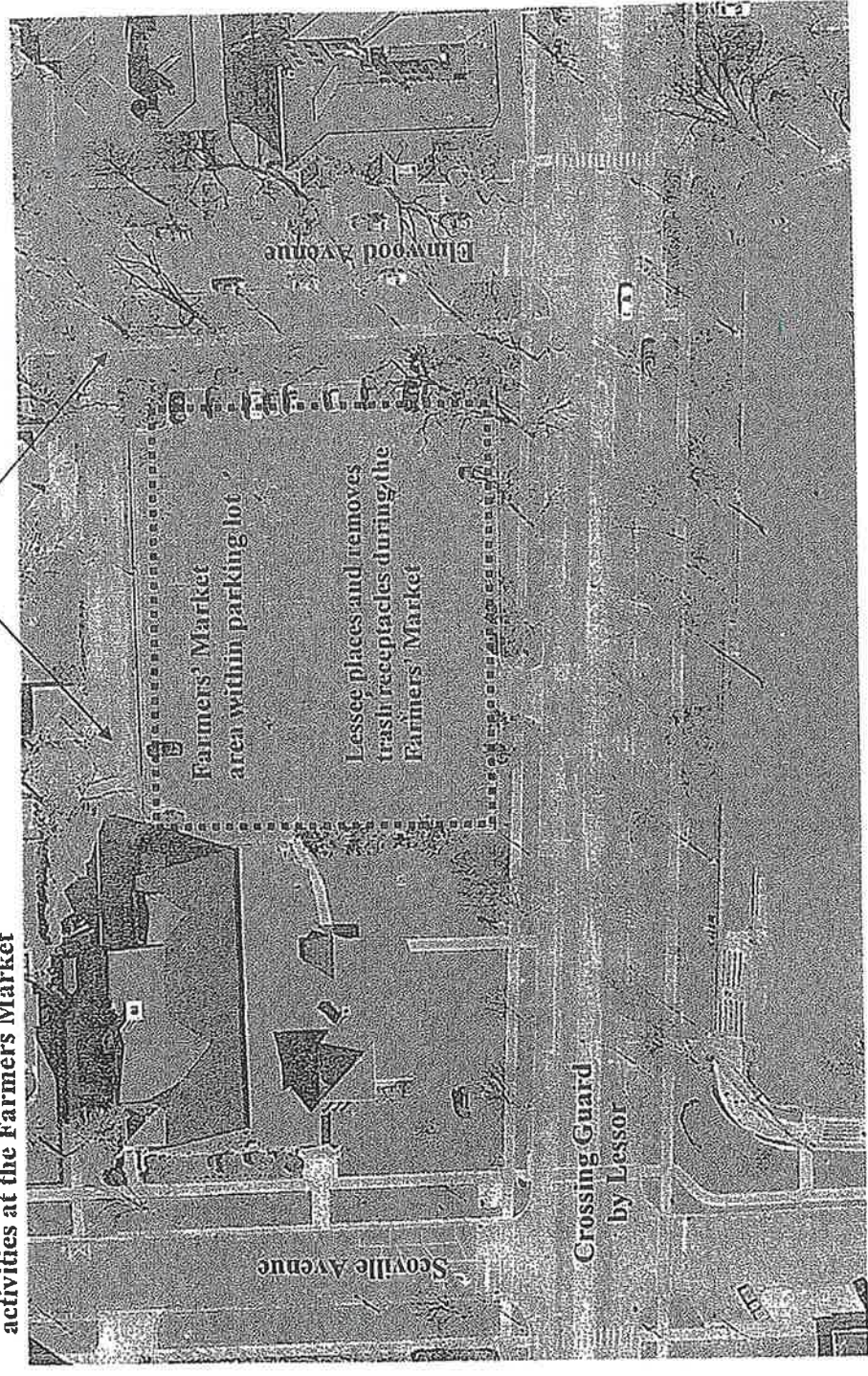
NORTH



Exhibit B1: Farmers' Market

Lessor & Lessee are responsible for coordination when maintaining an orderly premises during their respective activities at the Farmers Market

Lessee places and removes barricades at both ends of E-W alley during the Farmer's Market



Lake Street

Handwritten signature or initials.

Expires May 5, 2018

**RESOLUTION
AUTHORIZING EXECUTION OF PARKING LOT LEASE AGREEMENT
BETWEEN
THE VILLAGE OF OAK PARK
AND
THE PILGRIM CONGREGATIONAL CHURCH OF OAK PARK**

BE IT RESOLVED by the President and Board of Trustees of the Village of Oak Park, Cook County, Illinois that the Village Manager and Village Clerk are authorized to execute a parking lot lease agreement for the usage of Lot # 22 located at Lake Street and Scoville Avenue in Oak Park, Illinois for a fifteen (15) year period. Said permit agreement is to conform substantially to the Parking lot lease agreement attached here to as Exhibit A and made part hereof.

THIS RESOLUTION shall be in full force and effect from and after its adoption and approval as provided by law.

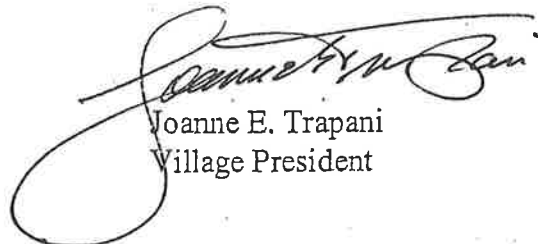
ADOPTED this 5th Day of May 2003, pursuant to a roll call vote as follows:

AYES: Trustees Carpenter, Gockel, Johnson, Kostopulos and
Pope and President Trapani

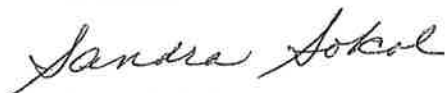
NAYS: Trustee Milstein

ABSENT: None

APPROVED by me this 5th day of May 2003


Joanne E. Trapani
Village President

ATTEST:


Sandra Sokol
Village Clerk

**LEASE AGREEMENT BETWEEN
PILGRIM CONGREGATIONAL CHURCH OF OAK PARK
AND THE VILLAGE OF OAK PARK**

This lease is made as of the 5th day of May 2003, between
PILGRIM CONGREGATIONAL CHURCH OF OAK PARK,
a Religious Corporation (Hereinafter referred to as Lessor)
and the **Village of Oak Park**, a municipal corporation, (hereinafter referred to as Lessee).

WITNESSETH:

That Lessor, for and in consideration of the covenants and agreements hereafter mentioned to be kept and performed by Lessee, does hereby demise, lease and let unto Lessee for a period of fifteen (15) years, commencing the 5th day of May 2003, the use and possession of the following described premises, hereinafter referred to as the "Lot" for parking purposes only to wit:

PIN #: 16-07-222-010-0000 and 16-07-222-020-000

Lots 10, 11, 12, 13 and East 26 feet of Lot 14 in Block 29 in Village of Ridgeland, a subdivision of the East ½ of the East ½ of the West ½ of the West ½ of the Southwest ¼ of Section 8, Township 39 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois.

Common Address: 444 Lake Street, Oak Park, Illinois 60302.

This Lease is made upon the following express covenants and agreements, each of which is made a condition hereof:

1. Use of Premises. Lot shall be used for public parking of Class B or lighter vehicles as defined in 625 ILCS 5/3-815. The Lessee shall operate the lot by issuing twenty (20) overnight permit parking from 6:00 p.m. to 7:30 a.m. daily. Rates for parking shall be established by Lessee. Lessor retains the right to approve which twenty spots shall be used by permit holders. Lessee shall issue parking decals to the permit holders. Such decals shall be displayed in the windows of the permit holders' vehicles. Any vehicles not displaying a decal or remaining in the lot after 7:30 a.m. shall be ticketed and may be towed.
2. Rent. Lessee shall pay rent to Lessor a sum equal to 85% of the Lessee's annual net receipts from the sales of overnight parking permits in the Lot in excess of \$3,695 per year. Payments shall be made by Lessee on an annually basis, and shall be made within 15 days of the calendar year.

3. Improvements. Lessee, at its sole cost and expense, shall make certain improvements to the Lot as necessary. Improvements may include but are not limited to resurfacing of the lot as well as intermittent repairs and replacement of curbs, gutters, sidewalk and driveway in front of the Lot as necessary. Lessor and Lessee agree that such improvements and repairs are currently needed and shall be completed by Lessee by October 2003. The estimated cost of such improvement is attached, as Exhibit A. Lessee shall submit plans and specifications for any improvement to the Lot to Lessor for Lessor's approval prior to undertaking any work in the Lot. Lessor shall not unreasonably withhold its approval. Lessee shall also provide the Lessor, at Lessor's request, with copies of all bids, specifications and executed contracts for any and all lot improvements made by Lessee. Contract for lot improvements shall be let to the lowest responsible bidder. Lessee recognizes that the lot is also leased to other parties and, therefore, Lessee must obtain Lessor's approval for the timing of any repairs. Lessee's approval shall not be unreasonably withheld so long as the proposed timing minimizes interference with Lessor's functions during construction. No such improvements shall be made without Lessor's prior written approval. All capital expenses of Lessee shall be amortized over a fifteen (15) year term according to the schedule attached as Exhibit B. If the Lease is terminated by the Lessor at any time prior to the completion of the fifteen (15) year term of the Lease for any reason other than default by Lessee, the Lessor shall pay to the Lessee an amount equal to the unamortized portion of all such capital expenses of the Lessee that would be amortized between the termination of the Lease and the expiration of the Lease.

Lessee shall (a) immediately after it is filed or claimed, have released (by bonding or otherwise) any mechanics', materialman's or other lien filed or claimed against any or all of the leased property, or any other property owned or leased by Lessor, by reason of labor or materials provided for or about any or all of the leased property during the term of the Lease, or otherwise arising out of Lessee's use or occupancy of any or all of the leased property, and (b) defend, indemnify and hold harmless Lessor against and from any and all liability, claim of liability or expense (including but not limited to that of reasonable attorneys' fees) incurred by Lessor on account of any such lien or claim, provided however that Lessee may contest such lien by defending any suit commenced to foreclose the mechanics' lien.

Nothing in this Lease shall be deemed in any way (a) to constitute Lessor's consent or request, express or implied, that any contractor, subcontractor, laborer or material man provide any labor or materials for any alteration, addition, improvement or repair to any or all of the leased property, or (b) to give Lessee any right, power or authority to contract for or permit to be furnished any service or materials, if doing so would give rise to the filing of any mechanics' or materialmen's lien against any or all of the leased property or Lessor's estate or interest therein, or (c) to evidence Lessor's consent that the leased property be subjected to any such lien, it being the express intent of the parties that mechanics' liens if any attach solely to the Lessee's leasehold estate in the leased property.

4. Maintenance. Lessee shall maintain the Lot in a clean and orderly condition, including snow removal and all necessary repairs and replacement of asphalt and striping. Repairs and replacement of asphalt and striping shall be completed no less frequently than biannually (2 years). Lessee further agrees to enforce any applicable Village ordinances in a timely manner.
5. Utilities. Lessor shall pay the cost of furnishing and maintaining for the light(s) in the lot.
6. Liability. Lessee is a self-insured municipal corporation and is responsible for all claims any person or entity may have against the Lessee or Lessor, without right of subrogation, which arise out of or are in any way related to the Lessee's use and/or occupancy of the property during the term of the Lease. The parties do not waive by any term of this Lease any rights to limitation of liability created by the Illinois Supreme Court decision in Kotecki v. Cyclops Welding Corporation, 146 Ill 2d 155 (1991) and the Illinois Workers Compensation Act.

Notwithstanding anything above to the contrary, Lessee shall defend, indemnify and hold harmless Lessor against and from any and all liability, claim of liability or expense arising out of (a) Lessee's use, occupancy, conduct, operation or management of the property during the term of the Lease, or (b) any work or thing whatsoever done or not done by Lessee, its agents, contractors, servants, employees, licensees or invitees on the property during the term of the Lease, or (c) any breach or default by Lessee in performing any of its obligations under this Lease or applicable law, or (d) any negligent, intentionally tortious or other act or omission of Lessee, or any of its respective agents, contractors, servants, employees, licensees or invitees during the Term.

7. Taxes. Lessor will be responsible for the payment of all taxes assessed against the Lot during the term of this Lease which are normal real estate taxes-only payable if and when the County Treasurer begins to tax properties owned by Religious corporations. If Lessor is assessed any tax, real estate, income or other, as a result of this Lease, Lessee shall reimburse Lessor for the full amount of such tax within ten (10) days after written demand from Lessor.
8. Restoration. At the expiration of this Lease, all improvements on the Lot shall remain the property of Lessor, except signs installed by Lessee, which Lessee shall remove from the Lot at Lessee's expense within thirty (30) days after the expiration of the terms of this Lease and repair and indemnify Lessor from any costs relating to or arising out of any damage resulting from such removal.

9. Assignment. This Lease shall not be assigned by Lessee nor shall Lessee sublet its rights hereunder, except that Lessee may allow parking on the Lot on an hourly basis or on a permit basis. In the event that Lessor sells the Lot to a third party, then Lessor may, at Lessor's option, terminate this Lease or assign it to the new owner. Lessor is to provide Lessee with written notice at least thirty (30) days prior to either date of its intention to terminate the Lease.
10. Default. The failure of the Lessee to perform in accordance with the terms and conditions of the Lease agreement shall not be considered to be an event of default until at least (i) in the event of non-payment of rent, five (5) business days, or (failure to perform any non-monetary obligations under the Lease, thirty (30) days has lapsed from the date upon which the Lessee is required to perform in accordance with the terms and conditions of the agreement and the Lessee fails to perform its obligation under the Lease during this time period. If an event of default occurs, Lessee shall, immediately on its receipt of a written demand therefore from Lessor, reimburse Lessor for (a) all expenses (including but not limited to any and all repossession costs, management expenses, operating expenses, legal expenses and attorneys' fees) incurred by Lessor (i) in curing or seeking to cure any event of default, and/or (ii) in exercising or seeking to exercise any of Lessor's rights and remedies under this Lease and/or at law or in equity on account of any event of default.
11. Termination. In the event of a monetary or non-monetary default hereunder by Lessee, the Lessor may terminate the Lease by giving the Lessee written notice of said default and Lessor's intention to terminate the Lease upon Lessee's failure to cure said default within thirty (30) days of receipt of Lessor's written notice. If Lessee fails to cure said default within thirty (30) days of receipt of Lessor's written notice, the Lease shall terminate immediately upon written notice from Lessor of its election to terminate the Lease, in which event Lessee shall be liable for any unamortized capital expenses paid for improvements provided in Section 3, and for any additional damages suffered by Lessor as a result of Lessee's default.
- Lessor shall not be responsible for any unamortized capital expenses paid for improvements provided in Section 3 if the Lease is terminated by Lessee for any reason or in the event of termination as a result of Lessee's default hereunder. Amortization table is depicted in the sheet attached hereto as Exhibit B and made a part hereof.
12. Early Termination Without Cause. Either party can terminate the Lease without cause by providing the other party with written notice at least ninety (90) days (quarterly permits) prior to either date of its intention to terminate the Lease.
13. Notices. All notices required herein shall be by registered or certified mail, return receipt requested. Notices to Lessor shall be mailed to the attention of Pilgrim Congregational Church of Oak Park, Attn: Parking Lease Manager, 460 Lake Street, Oak Park, Illinois 60302. And notices to Lessee shall be mailed to the attention of Mr. Adolfo M. Benages, CPP, CAPP, Parking Development Manager, Oak Park Village Hall, 123 Madison Street, Oak Park, Illinois 60302. Notices shall only be deemed delivered upon receipt.

14. Modification. This Lease may not be modified or amended except in writing, signed by authorized representatives of both parties.
15. Applicable Law. This Lease shall be governed in all respects by the laws of the State of Illinois.
16. Counterparts. This Lease may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall be deemed one and the same instrument.
17. Priority of Use of Lot.
- (i) Lessor's use of the Lot for weddings, funerals and other scheduled activities will take precedence over Lessee's use of the Lot. With the exception of funerals, Lessor shall provide Lessee with two days' written notice of such activities. Lessor will post appropriate notice at the parking lot entrance. Provided, however, that such occasions shall be limited to five per year.
- (ii) The Lot will not be available to Lessee on Saturdays from 4 a.m. to 7:30 a.m. on the days that the Farmer's Market has contracted for use of the Lot.
18. Signage. Lessee shall at its cost have the right to place signage on the Lot pursuant to 625 ILCS 5/4-203 required for the removal and towing by a towing service of a motor vehicle with Lessee's permit that violate use of that permit. The Lessee shall pay for the removal of the signage upon lease termination. Lessee shall submit signage plans and specifications for any improvement to the Lot to Lessor for Lessor's approval prior to undertaking any work in the Lot. Lessor shall not unreasonably withhold its approval.

IN WITNESS WHEREOF, the parties have duly executed and sealed this instrument on the date and year first above written.

LESSOR:

**PILGRIM CONGREGATIONAL
CHURCH OF OAK PARK**
A Religious Corporation

By: Lee C. Jost

Its: Jost

LESSEE:

THE VILLAGE OF OAK PARK

A Municipal Corporation

By: M. Ray Wagoner

Its: Assistant Village Manager

ATTEST:

Sandra Sokol
Sandra Sokol, Village Clerk

#	PayItem	Location9	lake	Qty
1	AGGREGATE FOR TEMPORARY ACCESS	0.0	\$0.00	
2	DUST CONTROL WATERING		\$0.00	
3	PROJECT IDENTIFICATION SIGNS 48INCH SQUARE		\$0.00	
4	TRAFFIC CONTROL AND PROTECTION	0.1	\$2,400.00	
5	TREE PROTECTION FENCING AND MAINTENANCE		\$0.00	
6	TREE ROOTS PRUNING	100.0	\$160.00	
7	CURB AND GUTTER REMOVAL		\$0.00	
8	DRIVEWAY PAVEMENT REMOVAL		\$0.00	
9	EARTH EXCAVATION		\$0.00	
10	PAVEMENT REMOVAL	175.0	\$1,312.50	
11	EXCAVATION SPECIAL (SIDEWALKS, DRIVEWAYS, EARTH EXC, BITUM PVT)		\$0.00	
12	REMOVE FOUNDATION/HANDHOLE		\$0.00	
13	REMOVE FH AND REPLACE WITH NEW WATEROUS PACER "OAK PARK SPECIAL"		\$0.00	
14	TREE REMOVAL 6INCH TO 15INCH		\$0.00	
15	TREE REMOVAL OVER 15 INCH		\$0.00	
16	RELOCATE STREET LIGHT POLE COMPLETE		\$0.00	
17	PREPARATION OF BASE		\$0.00	
18	SAWING PAVEMENT (FULL DEPTH)		\$0.00	
19	SAWING PAVEMENT 3 INCH		\$0.00	
20	SIDEWALK REMOVAL		\$0.00	
21	ADJUST EXISTING FRAME AND LID		\$0.00	
22	ADJUST STRUCTURE WITH NEW TYPE 1 FRAME CLOSED LID		\$0.00	
23	ADJUST STRUCTURE WITH NEW TYPE 1 FRAME OPEN LID		\$0.00	
24	FILLING EXISTING CATCH BASINS		\$0.00	
25	CATCH BASINS TO BE REMOVED		\$0.00	
26	CATCH BASINS, TYPE A, 4'-DIAMETER, WITH TYPE 1 FRAME, OPEN LID		\$0.00	
27	CATCH BASINS, TYPE A, 4'-DIAMETER, WITH TYPE 1 FRAME, CLOSED LID		\$0.00	
28	BASIN, INLET, MANHOLE		\$0.00	

EXHIBIT A

#	PayItem	Unit	Location	Qty
29	BZ ADJUSTED	1	\$0.00	
30	INLET TO BE REMOVED	1	\$0.00	
31	INLETS, TYPE A, WITH SALVAGED TYPE 1 FRAME AND LID	1	\$0.00	
32	INLETS, TYPE A, TYPE 1 FRAME, OPEN LID	1	\$0.00	
33	MANHOLE TO BE RECONSTRUCTED	1	\$0.00	
34	MANHOLE TO BE RECON. WITH NEW TYPE 1 FRAME, CLOSED LID	1	\$0.00	
35	STORM SEWERS, TYPE 1 8", C-900	1	\$0.00	
36	STORM SEWERS, TYPE 2 8", C-900	1	\$0.00	
37	TRENCH BACKFILL	1	\$0.00	
38	VALVE BOXES TO BE ADJUSTED	1	\$0.00	
39	GUTTER, TYPE B-6.12 (MODIFIED)	1	\$0.00	
40	PORTLAND CEMENT CONCRETE BASE COURSE	1	\$0.00	
41	PORTLAND CEMENT CONCRETE BASE COURSE	1	\$0.00	
42	DRIVEWAY PAVEMENT, 7 INCH	1	\$0.00	
43	PORTLAND CEMENT CONCRETE PAVEMENT	1	\$0.00	
44	PORTLAND CEMENT CONCRETE SIDEWALK	1	\$0.00	
45	PORTLAND CEMENT CONCRETE SIDEWALK	1	\$0.00	
46	PROTECTIVE COAT AND CURING	1	\$0.00	
47	SUB-BASE GRANULAR MATERIAL, TYPE B	20.0	\$440.00	
48	EXPANSION TIE ANCHORS 3/4"-EAST AV	1	\$0.00	
49	COURSE, MIXTURE B, TYPE 2	3,515.0	\$12,302.50	
50	COURSE, MIXTURE D, CLASS I, TYPE 2, 1-1/2"	3,515.0	\$12,302.50	
51	BITUMINOUS SURFACE REMOVAL (COLD MILLING), VARIABLE DEPTH	3,515.0	\$7,030.00	
52	BITUMINOUS BASE COURSE 6"	175.0	\$2,450.00	
53	BITUMINOUS LEVEL BINDER, TYPE 2 1-1/2 INCH, MACHINE METHOD	1	\$0.00	
54	BITUMINOUS LEVEL BINDER, TYPE 2 1-1/2 INCH HAND METHOD	1	\$0.00	
55	BITUMINOUS MATERIALS (PRIME COAT)	350.0	\$350.00	
56	MIXTURE FOR CRACKS, JOINTS, AND FLANGEWAYS	1.0	\$115.00	

#	PayItem	Unit	Location	Qty
57	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	1,950.0 \$1,950.00		
58	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	50.0 \$100.00		
59	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	\$0.00		
60	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	\$0.00		
61	BRICK PAVER SIDEWALK REMOVAL AND REPLACEMENT	\$0.00		
62	PARKWAY RESTORATION	\$0.00		
63	TOP SOIL	\$0.00		
65	GINKGO BILOBA, 2-1/2" (MALE)	\$0.00		

\$40,912.50

streets# rest
parking lots# East S/Lake, Scov S/Lake, Scov N/Lake, Lake@Elmw
parking lot @ madison# Madison

EXHIBIT B

Date
4/30/2003

Village of Oak Park - Parking Services

Pmnt #	Start of Period	Annual Interest Rate	Scheduled Balance	Actual Balance	Scheduled Payment	Interest Portion	Principal Portion	Additional Principal
1	04/03	0.00%	44,912.00	44,912.00	(2,994.13)	-	(2,994.13)	
2	04/04	0.00%	41,917.87	41,917.87	(2,994.13)	-	(2,994.13)	
3	04/05	0.00%	38,923.73	38,923.73	(2,994.13)	-	(2,994.13)	
4	04/06	0.00%	35,929.60	35,929.60	(2,994.13)	-	(2,994.13)	
5	04/07	0.00%	32,935.47	32,935.47	(2,994.13)	-	(2,994.13)	
6	04/08	0.00%	29,941.33	29,941.33	(2,994.13)	-	(2,994.13)	
7	04/09	0.00%	26,947.20	26,947.20	(2,994.13)	-	(2,994.13)	
8	04/10	0.00%	23,953.07	23,953.07	(2,994.13)	-	(2,994.13)	
9	04/11	0.00%	20,958.93	20,958.93	(2,994.13)	-	(2,994.13)	
10	04/12	0.00%	17,964.80	17,964.80	(2,994.13)	-	(2,994.13)	
11	04/13	0.00%	14,970.67	14,970.67	(2,994.13)	-	(2,994.13)	
12	04/14	0.00%	11,976.53	11,976.53	(2,994.13)	-	(2,994.13)	
13	04/15	0.00%	8,982.40	8,982.40	(2,994.13)	-	(2,994.13)	
14	04/16	0.00%	5,988.27	5,988.27	(2,994.13)	-	(2,994.13)	
15	04/17	0.00%	2,994.13	2,994.13	(2,994.13)	-	(2,994.13)	
16			-	-	-	-	-	
17			-	-	-	-	-	
18			-	-	-	-	-	
19			-	-	-	-	-	
20			-	-	-	-	-	
21			-	-	-	-	-	
22			-	-	-	-	-	
23			-	-	-	-	-	
24			-	-	-	-	-	

AB

New
Contract

**LICENSE AGREEMENT
BETWEEN THE VILLAGE OF OAK PARK
AND
HARRISON STREET BIBLE CHURCH¹
LOT 93**

This License Agreement is made on the 1st day of June, 2013 by and between the Village of Oak Park, 123 Madison St, Oak Park, IL, a municipal corporation, and the Harrison Street Bible Church, 911 S. Taylor Ave, a not for profit religious corporation.

Whereas, the Village of Oak Park, as a Municipal Corporation, and the Harrison Street Bible Church as a duly organized Illinois Not For Profit Corporation engaged exclusively in charitable, religious, or educational activities, are both recognized as tax exempt under Section 501 of the Internal Revenue Code of 1986; and

Whereas, Harrison Street Bible Church is the owner of a parking lot immediately adjacent to their church located at 911 S. Taylor Ave, Oak Park, IL.

Whereas, Village residents, employees and customers in the Harrison Street business district are in need of public parking; and

Whereas, the Village is willing and able to manage, regulate and enforce public parking on the Harrison Street Bible Church's lot; and

Whereas, both parties understand that this Agreement is designed to encourage the common objectives of each party and to jointly serve the needs of the local community.

Therefore, the Church agrees to permit the Village to use its parking lot subject to the terms of this agreement.

SECTION 1: INCORPORATION OF RECITALS

The foregoing recitals shall be incorporated into this Agreement as if stated herein.

SECTION 2: TERM OF AGREEMENT

¹ PIN: 16-17-304-006-0000

This agreement is for a period of three (3) years commencing on and including services provided on the 1st day of January, 2013 and ending on December 31, 2015.

SECTION 3: DESCRIPTION OF SUBJECT PROPERTY

The property which is the subject of this license agreement is the 90 foot by 90 foot paved parking lot on a parcel of property which is described as follows:

Legal Address: 911 S. Taylor Ave, Oak Park, IL 60304.

PIN: 16-17-304-006-0000

Legal Description of Parcel:

Lots 1 through 4, and the vacated right of way between Lots 1 through 5 and Lot 39 except for the north eight feet adjacent to Lot 5, in Block 4 of the Austin Park Subdivision in the East 1/2 of the Southwest 1/4 of Section 17, Township 39 North, Range 13 East of the Third Principal Meridian in Cook County, IL.

Village Designation: Lot 93

The portion of the property subject to this agreement is depicted by a dark line on the diagram attached as Exhibit A.

SECTION 4: USE RESTRICTIONS

The Village will be entitled to use the parking lot for the limited purpose of providing public parking. The hours the lot will be available will be as described in this section. The Village will provide signs which accurately reflect the limited hours of public parking.

A. Vehicle Weight Restrictions

The Village will only permit motorcycles, motor vehicles of the First Division, and motor vehicles of the Second Division with a gross weight at maximum load of 8,000 lbs or less to park in the parking lot during Village permitted hours.

B. Daytime Parking

The Village shall provide for and regulate free daytime public parking in the lot on weekdays from 6:00 a.m. until 6:00 p.m.

C. Overnight Parking

The Village shall issue a maximum of 20 overnight parking permits for parking between the hours of 10:00 p.m. Saturday to 8:00 a.m. on Sunday, and every other day from 10:00 p.m. to 10:00 a.m.

D. Church's Exclusive Use

The Church reserves for its exclusive use, at all times, the four parking spaces located at the southwest corner of the lot as depicted on the Attached Exhibit A. Although those spaces are not part of the licensed space, for ease of enforcement, the Village will issue the Church six parking permits to park in the those spaces at no cost to the Church.

The Church reserves the lot for its exclusive use weekdays from 6 p.m. to 10 p.m. and on Sundays from 8:00 a.m. until 9:00 p.m.

Special Events

The Church reserves the right to use the entire lot for special events up to 10 times a year. To exercise this right, the Church will notify the Village at least 14 days in advance of the date and hours of the special event to allow the Church to notify permit holders.

E. Parking Meters

The Village will not install parking meters in the lot unless specifically agreed to in writing by the Church.

SECTION 5: LICENSE FEE

The Village will pay an annual license fee to the Church in the amount of 50% of the Village's net receipts. Net Receipts will be defined as annual gross receipts from quarterly parking permit sales and parking meter revenues, in the event meters are installed in the lot,

minus the labor and materials or actual billed costs attributable to cleaning, snow removal, tree trimming, maintenance, and electrical costs.

The Village will pay its annual license fee by March 15th annually. The fee will be calculated based on revenues and expenses incurred from January 1 to December 31, including for the year 2013, regardless of the date this agreement is entered into.

SECTION 6: LOT MAINTENANCE

The Village will maintain the lot in a clean and orderly condition. The Village will provide snow removal for the lot and fix or replace light poles contiguous to the lot if damaged. The Village will also maintain the surface of the lot, such as crack filling or line striping, as deemed necessary by the Village Engineer with approval of the Parking Services Director.

SECTION 7: UTILITIES

The Village will pay the Church \$500 annually for the electrical costs associated with the parking lot lights due by March 15th annually. The Village and Church make no representation concerning the adequacy and sufficiency of the lighting. The Village, upon notice, will change light bulbs in the existing light fixtures.

SECTION 8: REAL ESTATE TAXES

In the event the property becomes subject to real estate taxes, those taxes shall be paid by the Village during the term of this License Agreement, provided, however that the parties agree to allow the Village to apply for any available real estate tax exemption.

If taxes are assessed for any period beyond the period of this License Agreement, the Village will pay only those taxes attributable to the period of this agreement. Taxes shall be prorated as follows: The number of calendar days the lease was in force in the tax year of termination, divided by the lesser of (a) three hundred sixty-five (365) days; or (b) the number of days from the beginning of the tax year until the effective date of any exemption from real estate

taxes granted to the Church. The Church and the Village agree to share any real estate tax exemption information with each other.

The Village agrees that if real estate taxes are assessed against this parcel, at the conclusion of this lease and any subsequent renewals, it will pay the church the reasonable amount of any attorneys fees it incurs to remove the taxable status, up to \$500.

SECTION 9: INDEMNITY AND HOLD HARMLESS

The Village agrees to save, defend, indemnify and hold harmless the Church from any claims, demands, lawsuits, or costs which the Church may incur arising out of the Village's use or operation of the premises during the term of this Agreement.

By agreeing to hold the Church harmless and provide this indemnification, the Village does not waive its right to assert any defenses or immunities available to the Village under the Illinois Local Government and Governmental Employees Tort Immunity Act.

The Village does not waive its right to limit its liability for injuries to its employees to that provided for in the Workers Compensation Act.

SECTION 10: TERMINATION

Either party may terminate this Agreement without cause by providing the other party with written notice at least ninety (90) days prior to the date of its intention to terminate the Agreement.

SECTION 11: RESTORATION

At the expiration of this License, the Village will remove all signs and repair any damage to the lot, normal wear and tear excepted.

SECTION 12: ASSIGNMENT

The Village will not assign its rights under this agreement to any other entity, except as to allow the public the right to parking permits issued in accordance with Village regulations. The Church may assign this agreement to any successor in interest.

SECTION 13: NOTICES

All notices required herein shall be made personally or by registered mail.

Notices to the Church shall be mailed to:

Reverend John R. Sutter, Pastor
Harrison Street Bible Church
911 S. Taylor Ave
Oak Park, IL 60304

Notices to the Village shall be mailed to:

Village Attorney
Village of Oak Park
123 Madison St
Oak Park, IL 60302

SECTION 14: MODIFICATION

This Agreement may not be modified or amended except in writing, signed by authorized representatives of both parties.

HARRISON STREET BIBLE CHURCH

VILLAGE OF OAK PARK

By: _____

Cara Pavlicek
Village Manager

Its: _____

Dated: _____

Dated: _____

**SUBLEASE AGREEMENT BETWEEN
U.S. BANK N.A. AND THE VILLAGE OF OAK PARK
FOR VILLAGE PARKING LOTS 13, 59, AND 96**

THIS SUBLEASE is entered into on the 1st day of July, 2013, between **U.S. Bank National Association**, as successor to Firststar Bank Illinois (hereinafter referred to as "**the Bank**"), and **Village of Oak Park**, a municipal corporation (hereafter referred to as "**the Village**").

1. Term

The term of this sublease shall be for a five year term, or until June 31, 2018.

2. Description of Property

The Bank hereby subleases the three parcels of property described below to the Village for the purpose of public parking only.

a. Village Lot 13 – 835 Lake Street, Oak Park, Illinois

The South one hundred fifty (150) feet of the West half (W ½) of Lot Six (6) and the South one hundred fifty (150) feet of Lots Seven (7) and Eight (8) and Nine (9) except the West fifteen (15) feet thereof, all in Holley & Smith's Subdivision of Lot Eighteen (18) and Lots One (1) and Two (2) of Lot Seventeen (17) in Kettlestring's Subdivision in the Southeast corner of the Northwest quarter (NW ¼) of Section Seven (7), Township Thirty-Nine (39) North, Range Thirteen (13), East of the Third Principal Meridian, in Cook County, Illinois.

b. Village Lot 59 - 117 S Kenilworth Avenue, Oak Park, Illinois.

The East Sixty (60) feet of the North One Hundred Forty-Three and One-Half (143 ½) feet of Lot 35 in J. Hurlburt and others Resubdivision of Lot 1 to 11 in George W. Scoville's Subdivision in the Southwest quarter (SW ¼) of Section Seven (7), Township Thirty-nine (39) North, Range Thirteen (13) East of the Third Principal Meridian, in Cook County, Illinois.

c. Village Lot 96 – 824 North Boulevard, Oak Park, Illinois

Lot 17 in Holley and Smith's Subdivision of Lots 1 and 2 of Scoville's Subdivision of Section 7, Township Thirty-nine (39) North, Range Thirteen (13) East of the Third Principal Meridian, in Cook County, Illinois.

3. USE

The Bank hereby subleases the premises to the Village for the purpose of providing public parking only.

4. IMPROVEMENTS

The Village may make at its own expense certain improvements to the parking Lots, such as curb replacement, resurfacing or repair, or other intermittent repairs. The Village shall notify and request the approval of the Bank for any improvements costing over \$5,000. The costs of any improvements will be amortized in accordance with Section 11 below. Upon termination of the Sublease, the Village shall remove the parking meters from the Lot at its own expense.

5. RENT AND OTHER CONSIDERATION

The Village shall pay as rent to the Bank without demand for setoff, a sum equal to 50% of the Village's quarterly gross receipts from Lot 59 and 96 parking lots derived from parking permits collections.

Payments shall be made by the Village on a quarterly basis, and shall be on the last day of the month following the month for which payment is made. The first payment under this Sublease shall be made due on October 31, 2013. The Village shall provide with each payment a statement of gross receipts for the quarter.

As further consideration for the use of Lot 13 as provided in this Sublease, the Village agrees to provide the Bank with seventy (70) parking spaces in Municipal Lot #2A, located on Euclid Avenue between North Boulevard and Lake Street, for day parking by Bank personnel for the duration of the SubLease, which is to be without charge. Day parking is defined as 7:00 a.m. to 7:00 p.m. The Village will provide the Bank with parking permits for the vehicles of personnel entitled to use the space.

6. UTILITIES

The Bank shall pay the cost of furnishing electricity for lights in the parking lots.

7. SUPERVISION

The Village shall supervise the use of the parking lot through its Parking and Mobility Services Department and regulated its use by its Police Department

8. **EFFECT OF SUBLESSEE HOLDING OVER**

Any holding over by the Village after the expiration of the term of this Sublease, with the consent of Sublessor, shall be construed to be a tenancy from month to month at the same prorated quarterly rental required to be paid by the Village for the period immediately prior to the expiration of the term of this Sublease, and shall be otherwise on the terms and conditions specified in this Sublease, so far as applicable.

9. **INDEMNITY**

To the extent allowed by law, the Village agrees to indemnify the Bank and hold Sublessor harmless from and against any losses, damages or claims, including attorney fees and costs incurred by Sublessor for any breach of this Sublease or damage to the premises arising out of the use of the Premises by Sublessee, its customers, invitees, employees, contractors or agents. The terms of this Section 9 shall survive the termination of this Sublease.

10. **NOTICES**

All notices required herein shall be by registered mail. Notices to the Bank shall be mailed to:

Joseph G. Ullrich
U.S. Bank Corporate Real Estate
811 E. Wisconsin Ave
MK-WI-J8N
Milwaukee, WI 53202

With a copy to:

U.S. Bank National Association
800 Nicollet Mall – 21st Floor
Minneapolis, MN 55402
Attn: Corporate Real Estate – Corporate Counsel

Notices to the Village shall be mailed to :

Village of Oak Park
Village Hall
123 Madison Street
Oak Park, IL 60302
Attention: Director of Parking and Mobility Services

10. **ASSIGNMENT**

This sublease shall not be assigned by the Village and no sublease may be entered by the Village.

11. TERMINATION

This Sublease may be terminated by either the Bank or the Village upon sixty (60) days prior written notice. If the Bank terminates the Sublease at any time before the expiration of the term of the Sublease, any unamortized capital expenses incurred by the Village as a result of the improvements identified in Section 4 of this Sublease shall be paid by the Bank to the Village on a prorata basis. All capital expenses shall be amortized on a straight line basis over the term of the Sublease. The Bank shall not be responsible for any such unamortized capital expenses if the Sublease is terminated by the Village.

12. MODIFICATION

This Sublease may not be modified or amended except in writing signed by authorized representatives of both parties.

VILLAGE OF OAK PARK

By: Cara Pavlicek
Cara Pavlicek
Village Manager

REVIEWED AND APPROVED
AS TO FORM

JUN 28 2013

John M. B. [Signature]
LAW DEPARTMENT

U.S. BANK NATIONAL ASSOCIATION

By: Joseph G. Ullrich
Name: Joseph G. Ullrich, Vice President
Title: U.S. BANK NATIONAL ASSOCIATION

By: Jeff Huber
Name: Jeff Huber, Vice President
Title: U.S. BANK NATIONAL ASSOCIATION

Ordinance Authorizing the Licensing of 239-245 and 301-307 W. Madison Street from Harvey Madison Development LLC for Public Parking Purpose, Authorizing a Personal Undertaking with Respect to such Property and Amending the Description of the Portion of Highland Avenue to be Subject to the Public Way License

WHEREAS, the Village Board of the Village of Oak Park, Illinois (the "Village") adopted three ordinances on February 6, 1995, known as Ordinance No. 2 - 7 (A), (B), and (C) establishing an area within the Village of Oak Park as a redevelopment project area (the "Madison Street Redevelopment Area") and creating the Madison Street Tax Increment Finance District (the "Madison Street TIF"); and

WHEREAS, the Redevelopment Plan for the Madison Street TIF has been amended from time to time and other planning studies for such area were done in 1993 and 2006; and

WHEREAS, the property known as 239 W. Madison Street (the "239 Property") was purchased by the Village in 1981, and prior to the creation of the Madison Street Redevelopment Area was used as a public parking lot and since its purchase has continued to be used as a public parking lot; and

WHEREAS, the properties known as 241-245 (the "241-245 Property") and 301-307 W. Madison Street (the "301-307 Property") within the Madison Street Redevelopment Area were purchased in 2001 by the Village using tax increment financing funds pursuant to the provisions of the Tax Increment Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq., as amended from time to time, with the intent that such properties would be redeveloped as part of a Village sponsored redevelopment project.

WHEREAS, the 239 Property, the 241-245 Property and the 301-307 Property are collectively called the "Property"; and

WHEREAS, after publishing notice requesting proposals for the redevelopment of the Property in September, 2007, and receiving and reviewing the two proposals received in

response to said notice, the Village of Oak Park declared Madison Highland LLC, the predecessor company of Harvey Madison Development LLC ("HMD") to be the preferred developer for the Property and, the Village entered into a sales contract (the "Sales Contract") with HMD to sell the Property to HMD for \$1,150,000. In furtherance thereof, the Village Board adopted Ordinance No. 2009-0-21 entitled "Ordinance Authorizing the Sale of 239-245 and 301-307 West Madison Street to Harvey Madison Development LLC"; and

WHEREAS, in connection with the conveyance of the Property to HMD, the Village has been requested to provide Chicago Title Insurance Company with a personal undertaking (the "Undertaking"), with respect to the exceptions on the title policy relating to the liens of real estate taxes for years prior to the conveyance on the Property. A copy of the proposed Undertaking is attached hereto as Exhibit A.

WHEREAS, the Village desires to retain public parking on the Property following the conveyance to HMD until such time as development is commenced on the Property. In order to obtain such parking privileges, the Village has determined it is in its best interest to enter into that certain Parking Lot License Agreement Between the Village of Oak Park, and HMD for the Use of Lots #44, 56, & 58 (the "Parking Lot License"). A copy of the Parking Lot License is attached hereto as Exhibit B.

WHEREAS, the Sales Contract provided for a License to the Use the Public Way (the "Public Way License") allowing the purchaser the right to occupy a portion of Highland Avenue, and it has been determined to be necessary to amend the description to clarify the description of area to be licensed pursuant to the Public Way License;

NOW THEREFORE BE IT ORDAINED by the President and Board of Trustees of the Village of Oak Park, Cook County, Illinois acting pursuant to its Home Rule Powers as set forth

in Article 7, Section 6 of the Illinois Constitution (1970) that:

1. The foregoing recitals, findings, determinations and definitions are hereby incorporated herein.

2. Resolution 2009-R-113 adopted on July 20, 2009 is hereby RESCINDED.

3. The President and Village are hereby authorized and directed to execute the Undertaking in substantially the form attached as Exhibit A and to fulfill its obligations thereunder to the extent permitted; and

4. The President and Village are hereby authorized and directed to execute the Parking Lot License in substantially the form attached as Exhibit B.

5. The description of the portion of Highland Avenue to be subject to the Public Way License as described in the Sales Contract and the Public Way License is hereby amended. The portion of Highland Avenue to be subject to the Public Way License is modified and described on Exhibit C.

THIS ORDINANCE shall be in full force and effect from and after its adoption and approval as provided by law.

ADOPTED this 27th day of July, 2009, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED by me this 27th day of July, 2009.

David G. Pope
Village President

ATTEST:

Teresa Powell
Village Clerk

PERSONAL UNDERTAKING

WHEREAS, the Chicago Title Insurance Company, hereinafter referred to as the "Company", is about to issue its title insurance policy or policies or commitments therefor, all hereinafter referred to as the "Title Insurance Policy", No. 1401 008381945 DG, in respect to the land described therein.

AND WHEREAS, the Company has raised as title exceptions on the Title Insurance Policy certain defects, liens, encumbrances, adverse claims or other matters, all hereinafter referred to as "Exceptions to Title", described as follows:

TAXES FOR THE YEAR(S) 2002, 2003, 2004, 2005, 2006 AND 2008 FOR PERM TAX#
16-17-101-004-0000, 16-17-101-005-0000, 16-17-101-006-0000, 16-17-102-001-0000, AND
16-17-102-038-0000.

***Village of Oak Park agrees to have the Cook County tax books marked exempt as to years
2002, 2003, 2004, 2005, 2006 and 2008 for perm tax# 16-17-101-004-0000,
16-17-101-005-0000, 16-17-101-006-0000, 16-17-102-001-0000, and 16-17-102-038-0000***

AND WHEREAS, the Company has been requested to issue the Title Insurance Policy, and may hereafter, in the ordinary course of its business, issue title insurance policy or policies or commitments therefor in the form or forms now or then commonly used by the Company, or issue hold harmless or indemnity letters to induce other title insurance companies to issue title insurance policies or commitments therefor, in respect to the land or to some part or parts thereof, or interests therein, all of the foregoing being hereafter referred to as "Future Policies or Commitments", either omitting all mention of the aforesaid Exceptions to Title, or insuring against loss or damage by reason thereof;

NOW THEREFORE, in consideration of the issuance of the Title Insurance Policy as aforesaid, the undersigned, jointly and severally, for themselves, heirs, personal representatives, successors and assigns do hereby covenant and agree with the Company: (1) to forever fully protect, defend, and save the Company harmless from and against all the Exceptions to Title, in and from any and all loss, costs, damages, attorneys' fees, and expenses of every kind and nature which it may suffer, expend or incur under, or by reason, or in consequence of the Title Insurance Policy on account, or in consequence, or growing out of the Exceptions to Title or on account of the assertion or enforcement or attempted assertion or enforcement thereof or of any rights existing or hereafter arising, or which may be claimed to exist under, or by reason, or in consequence, or growing out of the Exceptions to Title or any of them including all reasonable amounts expended by the Company under this Agreement and also including loss, costs, damages, fees and expenses (including attorney's fees and expenses) incurred by the Company in enforcing this Agreement; (2) to provide for the defense, at their own expense, on behalf and for the protection of the Company and the parties insured or who may become insured, against loss or damage under the Title Insurance Policy (but without prejudice to the right of the Company to defend if it so elects) in all litigation consisting of actions or proceedings based on any Exceptions to Title which may be asserted or attempted to be asserted, established or enforced in, to, upon, against or in respect to the land or any part thereof, or interest therein; (3) to pay, discharge, satisfy, and remove from the title to the land, and clear from the public record all of the Exceptions to Title; and (4) that each and every provision herein shall extend and be in force concerning Future Policies or Commitments.

FOR CORPORATIONS

IN WITNESS WHEREOF, the undersigned, being the hereinafter named corporation, has caused these presents to be signed by its President and attested by its Secretary and has caused its corporate seal to be hereto affixed this _____ day of _____

_____ A.D. _____

BY: _____

President

ATTEST: _____

Secretary

ADDRESS OF CORPORATION: _____

Date: _____

PERSUND

JY

FOR INDIVIDUALS

IN WITNESS WHEREOF, the undersigned have executed this agreement this _____ day of _____

A.D. _____

(SEAL)

Social Security Number: _____

Address: _____

(SEAL)

Social Security Number: _____

Address: _____

Accepted and Approved By: _____

JEFF YORK

(NAME)



**PARKING LOT LICENSE AGREEMENT
BETWEEN THE VILLAGE OF OAK PARK, AND
HARVEY MADISON DEVELOPMENT, L.L.C
FOR THE USE OF LOTS #44, 56, & 58**

This License Agreement is made on the ____ day of July, 2009 by and between the Village of Oak Park, 123 Madison St, Oak Park, IL, an Illinois Municipal Corporation, and Harvey Madison Development, L.L.C, 315 N. Euclid Ave, Oak Park, IL ("Harvey Madison"), for the use of certain property as public parking lots.

Whereas, Harvey Madison is or shall soon be the owner and developer certain property located at the intersection of Harvey and Madison; and

Whereas, Harvey Madison anticipates that construction of any new development on the subject property may not begin until 2014; and

Whereas, Village residents, employees and customers in the Madison Street business district are in need of public parking; and

Whereas, the Village is willing and able to manage, regulate and enforce public parking on the parking facility; and

Whereas, Harvey Madison is willing to allow the Village the right to use its parking lot subject to the terms and conditions of this Agreement; and

Whereas, the Village of Oak Park, an Illinois Municipal Corporation, and Harvey Madison, desire to enter into an agreement for the Village's management and operation of a parking facility on the site of a new development; and



1 **Whereas**, both parties understand that this Agreement is designed to encourage
2 the common objectives of each party and to jointly serve the needs of the local
3 community.

4 **Now Therefore**, the parties agree as follows:

5 **SECTION 1: INCORPORATION OF RECITALS**

6 The foregoing recitals shall be incorporated into this Agreement as if stated
7 herein.

8 **SECTION 2: EFFECTIVE DATE** The Effective Date of this Agreement shall be
9 the date that Harvey Madison takes title to the subject property (the "Effective Date.")

10 **SECTION 3: TERM OF AGREEMENT**

11 This Agreement will commence on the Effective Date and terminate on
12 December 31, 2013, unless earlier terminated in accordance with Section 10 herein.

13 **SECTION 4: DESCRIPTION OF SUBJECT PROPERTY**

14 The property which is the subject of this License Agreement is described in
15 Exhibit A hereto (the "Subject Property.")

16 **SECTION 5: USE RESTRICTIONS**

17 The Village will be entitled to use the Subject Property for the limited purpose of
18 providing public parking. The Village will determine the hours the lot will be available
19 and rates charged for parking. The Village will not install parking meters in the lot
20 unless specifically agreed to in writing by all parties.

SECTION 6: LICENSE FEE

The Village will pay an annual license fee to Harvey Madison in the amount of fifty percent (50%) of the Village's net receipts. "Net Receipts" shall be defined as annual gross receipts from quarterly parking permit sales and parking meter revenues, in the event meters are installed in the lot, minus the labor and materials or actual billed costs attributable to cleaning, snow removal, tree trimming, maintenance, and electrical costs.

The Village will pay its annual license fee by March 15th annually. The fee will be calculated based on revenues and expenses incurred from January 1 to December 31, provided that for the year 2009, the revenues and expenses will be calculated from the Effective Date.

SECTION 7: LOT MAINTENANCE

The Village will maintain the lot in a clean and orderly condition. The Village will provide snow removal for the lot. The Village will also maintain the surface of the lot, such as crack filling or line striping, as deemed necessary by the Village.

SECTION 8: UTILITIES AND TAXES

The Village will pay for the actual costs of electricity used. The Village and Harvey Madison make no representation concerning the adequacy and sufficiency of the lighting. The Village, upon notice, will change light bulbs in the existing light fixtures. Any and all property taxes assessed against the property will remain the responsibility of Harvey Madison.

SECTION 9: INDEMNITY AND HOLD HARMLESS

The Village agrees to save, defend, indemnify and hold harmless Harvey Madison from any claims, demands, lawsuits, or costs which Harvey Madison may incur arising out of the Village's use or operation of the premises during the term of this Agreement.

The Village does not waive its right to limit its liability for injuries to its employees to that provided for in the Workers Compensation Act.

SECTION 10: TERMINATION

Either party may terminate this Agreement without cause by providing the other party with Notice of its intent to do so. Such written Notice shall be at least ninety (90) days in advance of the date of termination unless otherwise agreed upon in writing.

SECTION 11: ASSIGNMENT

The Village will not assign its rights under this agreement to any other entity, except as to allow the public the right to parking permits issued in accordance with Village regulations. Harvey Madison may assign this agreement to any successor in interest.

SECTION 12: NOTICES

All notices required herein shall be made personally or by certified mail at the following addresses:

If to Harvey Madison Development LLC:

VOP/MHD LICENSE AGREEMENT 7/17/2009

1 Masaru K. Takiguchi
2 Attorney
3 1415 W. 22nd Street
4 Oak Brook, IL 60523
5 630.240-1060
6 mas.takiguchi@gmail.com
7

8 Notices to the Village shall be mailed to:

9 Ray Heise
10 Village Attorney
11 Village of Oak Park
12 123 Madison St
13 Oak Park, IL 60302
14 708.358-5663
15 heise@oak-park.us

16 **SECTION 13: MODIFICATION/AMENDMENT**

17 This Agreement may not be modified or amended except in writing, signed by
18 authorized representatives of both parties.
19

20 **HARVEY MADISON DEVELOPMENT LLC**

VILLAGE OF OAK PARK

22 By: _____

24 Its: _____

Thomas W. Barwin
Village Manager

**EXHIBIT A
TO
PARKING LOT
LICENSE AGREEMENT**

PARCEL 1:

LOTS 183, 184 AND 185 IN THE HIGHLANDS, BEING A SUBDIVISION OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

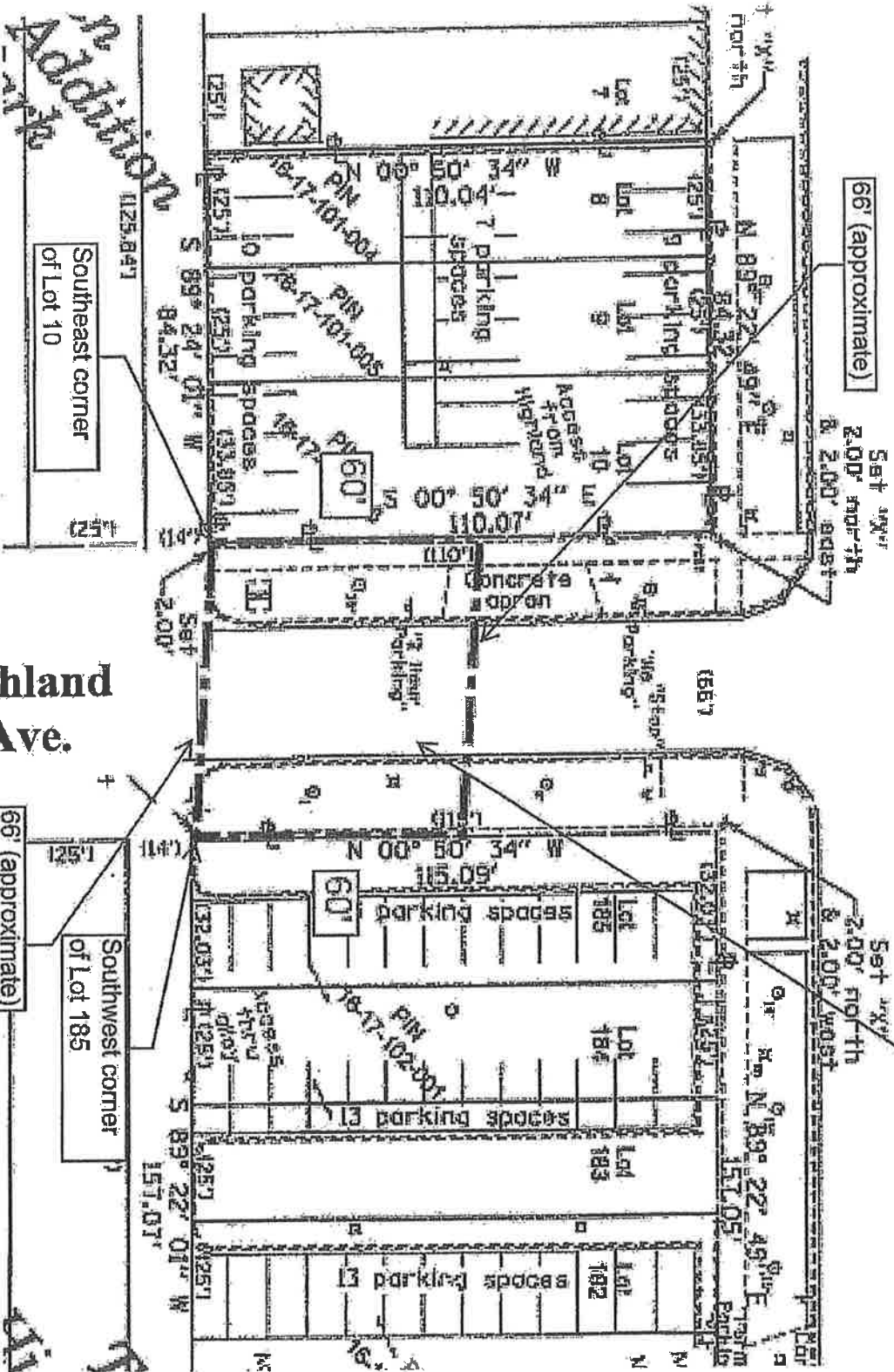
LOTS 8, 9 AND 10 IN BLOCK 1 IN HARNSTROM'S ADDITION TO OAK PARK, SAID ADDITION BEING A SUBDIVISION OF THE EAST 1/2 OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOTS 180, 181 AND 182 IN THE HIGHLANDS, BEING A SUBDIVISION OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Area of License Agreement to use the public way
above 14' CCD and below 40' CCD

Madison Street



EXHIBIT

C



City of Sacramento

Tax ID # if applicable:

Requires Council Approval: ☒ No ☐ YES Meeting:

☐ Real Estate

☒ Other Party Signature Needed

☐ Recording Requested

General Information

Type: Other	PO Type: Select PO Type	Attachment: Original No.:
\$ Not to Exceed:		Original Doc Number:
Other Party: Harvego Real Estate, LLC		Certified Copies of Document::
Project Name: Firehouse Parking Operations Management Agreement		Deed: <input type="checkbox"/> None <input type="checkbox"/> Included <input type="checkbox"/> Separate
Project Number:	Bid Transaction #:	E/SBE-DBE-M/WBE:

Department Information

Department: Public Works

Division: Parking Services

Project Mgr:

Supervisor:

Contract Services: Paul Sheridan

Date:

Section Manager:

Phone Number: 808-6817

Division Manager: Matt Eierman

Comment:

Org Number:

Review and Signature Routing

Department	Signature or Initial	Date
Contract Services		10/2/14
Project Manager:		
Supervisor:		
Section Manager:		
Division Manager:		10/2/14
City Attorney	Signature or Initial	Date
City Attorney (MC: 09300):		10/6/2014
<input type="checkbox"/> Send Interoffice Mail <input checked="" type="checkbox"/> Notify for Pick Up		
Authorization	Signature or Initial	Date
Department Director, Jerry Way		10-6-14
Concurrence Here and Sign inside:		
City Manager (MC 09200):		
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
City Clerk (MC: 09400):		

For City Clerk Processing

Finalized:

Initial:

Date:

10/7/2014

Imaged:

Initial:

ea

Date:

10/7/14

Received:

(City Clerk Stamp Here)

Title: Firehouse Parking Operations Management
Other Party: Harvego Real Estate, LLC

2014-0981

RECEIVED
CITY CLERK'S OFFICE
CITY OF SACRAMENTO
OCT - 7 2014

PARKING OPERATIONS MANAGEMENT AGREEMENT

This Parking Operations Management Agreement ("Agreement") is made and entered into this 1st day of January 2015 ("Effective Date"), by and between Harvego Real Estate, LLC ("Owner") and the City of Sacramento ("City").

1. LOT

The term "Lot" shall refer to the land and any improvements located thereon at Front and L Streets, as identified in the map attached as Exhibit A.

2. TERM

This Agreement shall be for a term of five (5) years from Effective Date subject to the termination provisions of Section 14.

3. PURPOSE

The Lot shall be used solely and exclusively for the operation of a parking lot. Any change in use to all or a portion of the Lot shall be mutually agreed upon in writing by both parties. Owner, at its sole discretion, may establish and modify the hours of operation of the parking lot.

4. COMPENSATION AND MANAGEMENT FEE

A. Beginning on the Effective Date of this Agreement, all amounts collected in connection with the operation of the Lot ("Revenue"), shall be used to offset Operating Expenses (as defined below). "Monthly Net Revenue" shall be "Monthly Revenue" (as defined below) minus "Monthly Operating Expenses" (as defined below).

- (i) For purposes of this Agreement "Monthly Revenue" means the total amount of cash receipts generated from all business operations conducted upon or from the Lot, during any one month this Agreement is in effect, without any type of deduction. Revenue collected from the issuance of parking citations and further described in Section 6 is not included in the calculation of "Monthly Revenue."
- (ii) For purposes of this Agreement "Operating Expenses" means all expenses incurred in connection with the operation and maintenance of the Lot. City shall provide receipts for all expenses and shall be authorized to make up to \$300 in expenses per month without prior written approval of the owner. The City will add the Lot to its regular security patrols.

2014-0981

Title: Firehouse Parking Operations Management
Other Party: Harvego Real Estate, LLC

- (iii) "Monthly Operating Expenses" as used herein shall mean Operating Expenses incurred or attributed for any particular calendar month.

B The City shall be responsible for collecting all Revenue, performing billings and collecting accounts receivable in relation to City's operation of the Lot. All Revenue will be deposited in a City account and City will keep full and accurate accounting records. The City shall be responsible for all tasks related to Monthly Parkers including issuing and distributing Hang Tags.

- (i) Each month, City will calculate the Monthly Net Revenue and the "Monthly Owner Proceeds," which term means Monthly Net Revenue minus the Monthly Management Fee (as defined below), for the immediately preceding month. City shall pay the Monthly Owner Proceeds to Owner within sixty (60) days of the first day of each calendar month in arrears. City shall provide brief details of the income sources in a form reasonably acceptable by Owner.
 - (ii) On or before July 1st of each year during the Term, City shall prepare and submit to Owner, for Owner's review and approval, an operating budget for the next successive year (the "Operating Budget"), which shall include a projection of Revenue and Operating Expenses for the ensuing year. The cost of security patrols of the lot will be included as an Operating Expense.
 - (iii) Owner shall pay City a fixed fee of five hundred dollars (\$500) per month ("Monthly Management Fee"). Such fee will be paid from the Monthly Net Revenue, if any. If Monthly Net Revenue is not available or is not sufficient to pay the Monthly Management Fee and/or monthly expenses, City shall notify Owner of the amount of the deficiency as provided for in this Agreement and Owner shall pay City the amount of the deficiency within forty-five (45) days after notice is sent to Owner by City.
5. PERFORMANCE INCENTIVES—City will act as a parking management company for Owner and will provide Owner advice regarding parking market conditions and best practices for operating the Lot. All calculations in this section will be based on gross revenue and all calculations will be averaged based on the preceding 12 month period.
- (i) In addition to the Monthly Management Fee, if the average monthly revenue is above \$10,000 (\$120,000 per year) for the current month, then City will earn an additional fee of 5% of gross receipts in excess of \$10,000.

6. PARKING CITATIONS

The City at its own expense will add the Lot to its regular patrol coverage and retain all revenue from citations issued to vehicles parked in the Lot. The City will not issue citations when the lot is closed by Owner.

7. INDEMNITY

City shall defend, indemnify and hold harmless Owner, its members, officers, directors, agents, employees and volunteers from and against all demands, claims, actions, liabilities, losses, damages and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of the Agreement, caused in whole or in part by the negligent or intentional acts or omissions of City, its officers, directors, agents, employees, volunteers or contractors. Likewise, Owner shall defend, indemnify and hold harmless City, its Council, officers, directors, agents, employees and volunteers from and against all demands, claims, actions, liabilities, losses, damages and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of the Agreement, caused in whole or in part by the negligent or intentional acts or omissions of Owner, its officers, directors, agents, employees, volunteers or contractors.

It is the intention of City and Owner that the provisions of the aforementioned paragraph be interpreted to impose on each party responsibility to the other for the acts and omissions of their respective officers, directors, agents, employees, volunteers, and contractors. It is also the intention of City and Owner that, where comparative fault is determined to have been contributory, principles of comparative fault will be followed and each party shall bear the proportionate cost of any damage attributable to the fault of that party, its officers, directors, agents, employees, volunteers, and contractors.

8. INSURANCE

During the entire term of this agreement, Owner shall maintain the insurance coverage described in this Section.

It is understood and agreed by the Owner that its liability to the City shall not in any way be limited to or affected by the amount of insurance coverage required or carried by the Owner in connection with this Agreement.

A. Minimum Scope & Limits of Insurance Coverage

- (i) General Liability Insurance, providing coverage at least as broad as ISO Commercial General Liability Form 00 01 for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy. Garage liability coverage will be accepted if it meets the coverage requirements for general liability.

B. Additional Insured Coverage

- (i) General Liability Liability Insurance: The CITY, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects liability arising out of activities performed by or on

behalf of Owner, products and completed operations of Owner, and premises owned, leased or used by Owner.

C. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

- (i) Owner's insurance coverage shall be primary insurance as respects City, its officials, employees and volunteers. Any insurance or self-insurance maintained by City, its officials, employees or volunteers shall be in excess of Owner's insurance and shall not contribute with it.
- (ii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its officials, employees or volunteers.
- (iii) Coverage shall state that Owner's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (iv) City will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.

D. Acceptability of Insurance

Insurance shall be placed with insurers with a Bests' rating of not less than A:V. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Section must be declared to and approved by the City Risk Management Division in writing.

E. Verification of Coverage

- (i) Owner shall furnish City with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the City representative. Copies of policies shall be delivered to the City on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.
- (ii) The City may cancel this Agreement if the certificates of insurance and endorsements required have not been provided, if the insurance is canceled or Owner otherwise ceases to be insured as required herein.

Owner acknowledges that the City of Sacramento is a self-insured public entity and agrees that City's program of self-insurance fulfills any and all insurance requirements. The City of Sacramento shall provide a letter of self-insurance stating that the City of Sacramento's self-insurance program adequately protects against liabilities and claims arising out of the performance of this agreement.

9. IMPROVEMENTS

Subject to Owner's written consent as provided for in this Agreement, and subject to City obtaining any requisite governmental permits for the construction and operation of a commercial parking garage, City shall make such improvements ("Improvements") to the Lot as City shall deem necessary for use of the Lot as a commercial parking garage for automobiles, including, but not limited to, generally the following: The City may install additional signs, posts and chains, etc for the purpose of allocating or controlling space usage or traffic flow.

All such costs for Improvements shall be the sole responsibility of Owner, but City will obtain written permission from the Owner prior to purchasing and or installing any improvements. Any construction, reconstruction or altering of Improvements shall, at Owner's expense, be installed, constructed and maintained in accordance with applicable building and other codes, in a good and workmanlike manner to the satisfaction of Owner, and in accordance with all requirements of all departments, boards, bureaus, officials and authorities having jurisdiction in the matter. All necessary permits for such construction (including any permits required to cross public streets) shall be obtained by City.

City, at Owner's expense, shall install and maintain parking pay stations on the Lot.

10. MAINTENANCE AND REPAIR

City shall keep and maintain the Lot and all improvements thereon in good repair and in a neat and satisfactory condition, and shall make all repairs and replacements that may become necessary to the Lot, whether structural or nonstructural, ordinary or extraordinary subject to Owner written approval. All notices and signs upon the Lot shall be neat and properly maintained. The City will ensure the garbage will be cleaned up and disposed offsite. Owner shall have the right to enter the Lot at all reasonable times to inspect the same. Owner shall have the right to install additional signage at Owner's cost.

11. UTILITIES AND SERVICES

All charges for water, gas, light, heat, power, electricity, telephone or other communication service, sewer and all other services supplied to or consumed on the Lot (collectively, "Services") directly related to this parking operation, and all taxes, levies, fees or surcharges therefore shall be the sole responsibility of Owner.

12. SURRENDER OF LOT

Upon termination of this Agreement, City, without further notice, shall deliver up to Owner possession of the Lot. City will have thirty (30) days after termination of this Agreement to remove any personal property from the Lot. All improvements paid for by the Owner shall remain the property of the Owner.

13. NOTICES

All notices shall be in writing and shall be deemed to have been given when delivered personally or deposited in the United States mail, registered or certified, postage prepaid, or delivered by overnight courier, and addressed to the party to whom the notice is directed at the address set forth below. Either party may change the address for notices or Owner may change the address for payments by giving the other party written notice to that effect.

ADDRESS FOR NOTICES

To Owner:

Harvego Real Estate, LLC
Terry Harvego
1126 2nd Street
Sacramento, CA 95814

To City:

Parking Services Division
Attn: Parking Services Manager
300 Richards Blvd., 2nd Floor
Sacramento, CA 95811

14. TERMINATION OF AGREEMENT

Owner and City may unconditionally terminate this Agreement, at any time, by providing the other party written notice no less than sixty (60) days prior to the selected date of termination.

If owner terminates this Agreement within one (1) year from the Effective Date, Owner must pay City the amount of Management Fees City would have earned over the remainder of the first year of the Agreement.

Termination or expiration of this Agreement shall not release any party hereto from any liability or obligation hereunder, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to such termination or expiration.

15. RELATIONSHIP OF PARTIES

Nothing contained in this Agreement shall be deemed or construed by the parties or by any third person or court to create the relationship of partnership or of joint venture between Owner and City, and neither the method of computation of fee nor any other provisions contained in this Agreement nor any acts of the parties shall be deemed to create any relationship of owner of real property and holder of a limited agreement to use the same for the purposes set forth herein.

16. SUCCESSORS

The covenants, conditions and agreements contained in this Agreement shall be binding on the parties hereto and on their respective heirs, successors, assigns and legal representatives.

17. EXHIBITS

All exhibits attached to this Agreement shall be deemed to be incorporated herein by the individual reference to each such exhibit, and all such exhibits shall be deemed to be a part of this Agreement as though set forth in full in the body of this Agreement.

18. AUTHORITY

The undersigned parties hereby warrant that they have proper authority and are empowered to execute this Agreement on behalf of Owner.

19. CAPTIONS

The Captions contained in this Agreement are for purposes of convenience only and are not to be used to interpret or construe this Agreement.

[Signatures on following page]

DATED: 9/29/14

OWNER:

Harvego Real Estate, LLC

BY: Terry Harvego

Terry Harvego

Its: Director

DATED: 10-6-14

CITY:

CITY OF SACRAMENTO,

a Municipal Corporation

BY: Jerry Way
Jerry Way, Director of Public Works

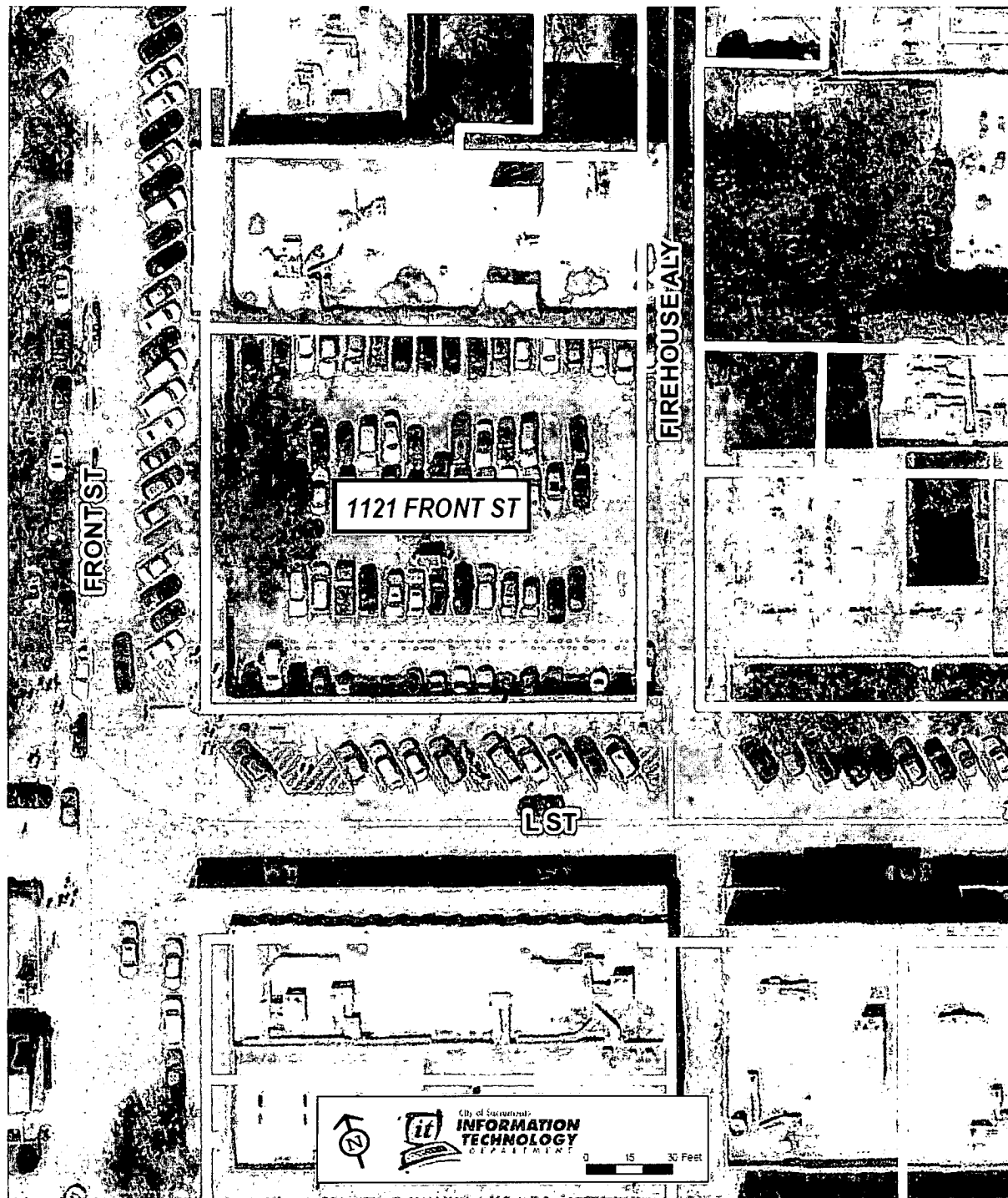
APPROVED AS TO FORM:

BY: [Signature]
DEPUTY CITY ATTORNEY

ATTEST:

BY: Whitman Ace 10072014
CITY CLERK

Exhibit A – Map



CITY CLERK'S COPY

STATE OF CALIFORNIA

STANDARD AGREEMENT

STD 213 (Rev 06/03)

AGREEMENT NUMBER

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

Department of General Services – Real Estate Services Division, Building & Property Management

CONTRACTOR'S NAME

City of Sacramento, Parking Services Division

2. The term of this Agreement is: Two (2) years with two (2), two-year options to extend.

3. The maximum amount of this Agreement is: See Exhibit B

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made part of the Agreement.

EAST END COMPLEX (053)

1616 Capitol Avenue, Sacramento, CA 95814

After Hours Parking Management Services

Exhibit A – Scope of Work

10 pages

Exhibit B – Budget Detail and Payment Provisions, Cost Sheet,

1 page

Exhibit C* – General Terms and Conditions

GTC 306

Exhibit D – Additional Provisions

1 page

Exhibit E – City of Sacramento Illness and Injury Prevention Program

14 pages

Item shown with an Asterisk (*), is hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

City of Sacramento, Parking Services Division

BY (Authorized Signature)

DATE SIGNED (Do not type)



Marty Hanneman, Assistant City Manager
for Ray Kerridge, City Manager/June 26, 2007

921 10th Street, First Floor, Sacramento, CA 95814

California Department of
General Services Use
Only

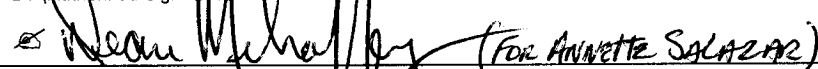
STATE OF CALIFORNIA (State)

AGENCY NAME

Department of General Services, Real Estate Services Division
Building and Property Management Branch

BY (Authorized Signature)

DATE SIGNED (Do not type)

 (For ANNETTE SALAZAR)

PRINTED NAME AND TITLE OF PERSON SIGNING

Annette Salazar, Assistant Chief

ADDRESS

707 3rd Street, Suite 5-105, West Sacramento, CA 95605☐ Exempt per:

CITY

AGREEMENT NO

2007-0627

CITY
AGREEMENT NO.
2007-0627

ATTEST:

ant *Dawn Bullock*
CITY CLERK 7-2-07

[Signature]
APPROVED AS TO FORM:
CITY ATTORNEY

RECEIVED
CITY CLERK'S OFFICE
JUL 13 P 1 21

EXHIBIT A

SCOPE OF WORK

STATE OF CALIFORNIA
DEPARTMENT OF GENERAL SERVICES
REAL ESTATE SERVICES DIVISION

BUILDING AND PROPERTY MANAGEMENT PARKING MANAGEMENT SERVICES

EAST END COMPLEX (053)
1616 CAPITOL AVENUE, SACRAMENTO, CA 95814

CONTRACTOR AGREES TO PROVIDE:

1. The Contractor agrees to manage, supervise, collect public parking fees, provide materials and supplies, and provide necessary qualified personnel to operate one parking facility located at the East End Complex, 1616 Capitol Avenue, in Sacramento, California. Provide staffing employed by the City of Sacramento (no contract employees will be allowed) for a one-person booth in the parking facility. The parking facility is state-owned, and the above-ground portion of the facility will be utilized for public parking. The Contractor will offer public parking at an hourly rate or pre-pay rate to be determined upon written mutual agreement between the State and the Contractor. No checks shall be accepted for payment of daily parking. Contractor shall ensure a safe and secure environment each day during the below referenced Hours of Operation for patrons and guests of the garage structure.
2. The Contractor will provide uniformed attendants during the hours shown in Paragraph 3 below. The Contractor's attendants shall report all parking related violations identified within the facility to the facility's Building and Property Management Branch staff who have the ultimate responsibility for building security.

The Contractor will coordinate attendant communication with the Building and Property Management Branch staff being the "In Charge" property representative.

3. East End Complex Parking Facility

- 5-story garage, approximately 590 spaces of the total 1,396 spaces to be available for the public
- Hours of operation - weekday evenings, all day Saturdays and Sundays, 365 days per year
 - Monday thru Friday, 4:00 p.m. – 2:00 a.m.
 - Saturday, 10:00am - 2:00 a.m.
 - Sunday, 10:00 a.m. – 12:00 Midnight
- Contractor's staff agrees to arrive prior to 4:00 p.m. to allow a smooth transition between daily parking operations handled by the State and after-hours parking operations handled by the Contractor. State parking attendants will leave promptly at 4:00 p.m. daily.
- Contractor agrees to give the State priority to use the garage for special after-hours occasions (Example: Governor's Inaugural Party at the Sacramento Convention Center) with 24-hour prior notice from State to Contractor.
- Public Parking Rate -\$2.00 Flat Rate (Rates are subject to change upon mutual written agreement between the State and the Contractor)

Operating days are as above including the designated holidays for state employees. The days of operation, hours listed above and holidays listed below are subject to change upon the mutual written agreement between the State and the Contractor.

January 1, the third Monday in January, February 12, the third Monday in February, Cesar Chavez Day in March, the last Monday in May, July 4, the first Monday in September, the second Monday in October, November 11, Thanksgiving day, the day after Thanksgiving Day and Christmas Day.

4. The Contractor agrees to pay all direct operating expenses incurred by it when due, including telephone services in the kiosk, preparing and filing any and all Federal and State tax returns, and paying all labor taxes, plus all Workers Compensation insurance premiums. The Contractor is responsible for supplying the public parking tickets or coupon books.

The Contractor agrees to work with the State in developing the language that will appear on the public parking tickets, including but not limited to: The name and address of the facility, Not Responsible for Loss/Damage/Theft, No Overnight Parking (if vehicle is left after 2:00 A.M., it is subject to tow), Cash Only – No Checks Accepted. Public parking tickets must be prominently displayed either on the dashboard or hung from the rear-view mirror to allow the Contractor's attendants and State personnel to clearly distinguish between after-hours public parkers and State employee monthly parkers. Contractor agrees to employ only trained, courteous and uniformed personnel and to replace any employee upon the State's reasonable request.

5. The Contractor may use any existing parking equipment belonging to the State, including gates, card readers, traffic controls, control stations, bumpers, posts, chain, portable control booths, time clocks, utility services, signs. Contractor will exercise reasonable care while utilizing State equipment and all improvements associated with the parking garage. Any damage to State equipment or improvements due to the Contractor's actions or negligence will be remedied by Contractor at their sole cost and expense. An inventory of the State's equipment will be made, on a daily basis, prior to Contractor assuming control of the facility and after returning it to the State for the daytime operations. The Contractor is responsible for having all inventoried items accounted for and in the same condition it was received, reasonable wear and tear excepted.
6. The Contractor agrees to pay all State approved capital improvements, signage and marketing expenses pertaining to the overall improvement and operation of the parking garage. Revenue earned from the operation of the State's parking facility will be used to reimburse Contractor for the above expenses as described in Exhibit B. Should revenues be insufficient to reimburse/offset operational expenses, there will be no payment required from the State and the Contractor agrees to cover all costs required by Contractor under this contract during that period of time. All improvements which the State and Contractor mutually agree to add to the garage become the property of the State immediately after installation. Should this agreement be terminated by either party prior to the Contractor collecting enough parking revenue to be reimbursed for its investment in improvements, the State agrees to pay Contractor for all costs that were not recaptured by the Contractor over a mutually agreed to period of time by the Contractor and the State.
7. Up to eight hours of training may be required on the various hardware systems used at the facility which shall be at the sole cost of the Contractor.
8. The Contractor shall be responsible for collecting all public parking revenues, billings and collecting accounts receivable for the time of Contractor's use. All such income from public parking revenues, without deduction or offset, will be deposited in the Contractor's account. Contractor will pay State an amount of revenue per the terms described in Exhibit B.
9. The Contractor agrees to keep full and accurate records of all revenues and operating expenses, including all required employee records, all of which are to be made available to the State upon its request at Contractor's main office during normal business hours upon reasonable notice. The State may audit the Contractor's books of account for the Facility at

any time and agrees to audit at its expense the Contractor's books within sixty (60) days after the end of each of the State's fiscal year.

10. If the books of account for the facility are in error by more than two (2) percent to the detriment of the State, the reasonable cost of said audit will be paid by the Contractor at his sole expense.

The State and the Contractor agree that should any audit disclose that there are funds due from either party to the other, said funds will be due and payable within twenty (20) business days after said disclosure.

- a. All public revenues shall be reported via a Monthly Summary Management Report, from the Contractor as well as the following reports from the fee computer:
 1. Copies of the Daily Lane Reports
 2. Year-to-Date Lane Report
 3. Cash Report
 4. Entry/Exit Report
- b. The Monthly Management Reports will be mailed to the following address no later than the 10th of every month for the preceding month:

State of California
Department of General Services
Building and Property Management Branch
Attn: Office Building Manager
1616 Capitol Avenue, Suite 74.149
Sacramento, CA 95814

- c. Public parking revenue shall be supported by used parking tickets or coupon books that have been serialized and printed with the name and address of the facility. The used parking tickets and coupons will be kept by the Contractor for a period of three years from the date of termination of the contract.
 - d. Any damage claim found to be caused by Contractor's negligence shall be resolved by the Contractor at the Contractor's sole expense, within 90 days.
 - e. The Contractor agrees to reimburse the State for any losses that may occur as the result of employee theft. The Contractor shall not knowingly employ or keep in its employ for purposes of conducting operations under this agreement any individual who has been convicted in a court of competent jurisdiction of theft or misappropriating funds.
11. With the State's prior written approval and at the Contractor's expense, the Contractor may install additional signs, posts and chains, etc. for the purpose of allocating or controlling space usage or traffic flow. Such items shall be state property and accounted for in accordance with Item 6 above.
 12. The Contractor shall follow the current **Standard Operating Procedures Manual (attached hereto)** specifying the operating procedures to be followed by the Contractor for operating parking facilities. The State may include additional operating procedures to be incorporated in the manual, together with any subsequent changes or revisions shall be approved in writing by the Department of General Services, Building and Property Management Branch, Office Building Manager or his/her designated representative.

The operating procedures contained herein are hereby incorporated into and included as part of this agreement. The Contractor hereby agrees to operate the facility in compliance with the provision of the operating procedures or to gain the DGS, BPM, Office Building

Manager's or designated representative's written approval of alternative procedures. The Manual shall be kept up-to-date at all times and pertinent parts shall be provided to the Contractor's employees.

13. Contractor reserves the right to refuse service to any specific individual who refuses or fails to comply with said rules. The Contractor agrees to advise the State of any such incident. If the person affected appeals the decision to the Department of General Services, the DGS, Building and Property Management Branch, Office Building Manager will review the situation and make the final decision.
14. The Contractor agrees to comply with all rules, ordinances and regulations established by the governmental bodies having jurisdiction over the operation of the facility, and to pay for and obtain all necessary permits, bonds, and licenses for their operation. The Contractor provides an Illness and Injury Prevention Program, in compliance with the California Code of Regulations (CCR), Title 8, Section 3203 and the California Labor Code 6401.7, a copy of which is attached as Exhibit E.
15. All contacts by the Contractor regarding this contract will be with the DGS Building and Property Management Branch, Office Building Manager.
16. The Contractor shall, in the manner and method of operating the facility, assure the highest degree and standards of courtesy, politeness, conduct and demeanor on the part of its officers, agents, employees, and representatives and, shall at all times during the term of this agreement, comply with the following conditions and requirements:
 - a. The Contractor shall conduct its operations in a manner so as not to annoy, disturb, or be offensive to customers or other users of the facility.
 - b. The Contractor shall select and appoint a parking supervisor whose responsibility shall be the supervision of the contract work as this is not considered to be a responsibility of the State of California. The Contractor and contract supervisor responsible for the management and directing the work to be performed under this contract shall possess at least three years of recent satisfactory (within the past five years) experience in the management of parking operations of the approximate size or larger, than the parking facility to be operated under this contract. Any person filling this position must have prior written state approval. Such person must be a highly qualified, experienced, and successful supervisor of parking facilities, vested with full power and authority with respect to the method and manner of operating the facility. The supervisor shall be available upon 30 minutes notice. At all times during his absence a designated subordinate shall be in charge of the parking operation and available upon 30 minutes notice.
 - c. The Contractor shall control the conduct, demeanor, and appearance of its officers, agents, employees, and representatives. Attendants while on duty shall wear uniforms with clearly visible and readable name tags which shall at all times be maintained in a neat and clean condition. The uniforms and nametags shall be approved by the Regional Manager.
 - d. All personnel staff shall be trained by the Contractor to render a high degree of courteous and efficient service, and it shall be the responsibility of the Contractor to maintain close supervision over such personnel to assure a high standard of service to customers.

Upon objection by the Regional Manager to the conduct, demeanor, or appearance of such personnel, the Contractor shall immediately take all steps necessary to correct the conduct, demeanor, or appearance which is the cause of the objection.

- e. All supervisor and operational personnel must be able to speak, read, and write English, apply written rules, follow oral and written instructions. Both new and replacement supervisors must meet these qualification standards. Prior to the commencement of this agreement, the Contractor shall submit a **Key Personnel Resume**, which shall include the name, telephone number and address of the Contract Manager and on-site Supervisor. In addition, the Key Personnel Resume shall include a 24-hour emergency number and contact person in case it becomes necessary to contact the Contractor.

17. The following expenses are the sole responsibility of the State and shall not be reflected in the Contractor's operating budget or monthly operating statement.

- a. Maintaining the premises in good order and repair, including asphalt repairs and striping, and gardening or landscaping services.
- b. Any physical lot improvements or modifications.
- c. Lighting, water, electric, modification or repair to the facility.
- d. Facility and state-owned equipment maintenance, repair, or replacement.
- e. Real estate taxes and assessments.
- f. Interest and/or principal payments on mortgages or capital investments for land, equipment or improvements.
- g. The California Highway Patrol (CHP) may patrol the facility intermittently.

The term of the agreement shall be for two (2) years, commencing on the effective date of this agreement. The Contractor is entitled to two (2) - 2-year options to extend the agreement at the State's sole discretion, by providing a written notice of extension to the State not less than 180 days prior to the expiration of the Initial Term or 180 days prior to expiration of the first Extended Term.

18. The contractor will provide equipment, materials, facilities, or support services that could not feasibly be provided by the state in the location and during the hours where the services are performed. The services contracted for are specialized and the contractor has the experience, knowledge, and ability to effectively market and manage after-hours parking operations.

The Contractor is a third party institution dealing directly with customers about parking issues and giving recommendations to the State regarding items such as operations, systems, safety, and security. The Contractor's employees are trained in security, theft prevention, and liability claim prevention. The Contractor provides a parking supervisor in charge of the entire operation and takes the responsibility for after hours operation.

- 19. The Contractor shall post all contract related questions with the Department of General Services, Building and Property Management Branch, Office Building Manager. The Contractor shall incur any monetary loss that occurs due to any verbal or written correspondence with anybody other than the primary contact. After the contract is approved by DGS/Office of Legal Services, please contact the Department of General Services, Building and Property Management Branch, Office Building Manager at 916/445-3700, or his/her designated representative.

STANDARD OPERATING PROCEDURES MANUAL

STATE OF CALIFORNIA PARKING FACILITIES

A. Introduction

By the terms of the agreement, the Contractor will operate Lot 43, a state parking facility located at 1616 Capitol Avenue, in Sacramento, CA. The day-to-day operations, including the collection of parking fees, will be accomplished to make available to state employees and the public, a first-rate parking service.

The Contractor is responsible for collecting parking fees and for operating effectively and efficiently in accordance with the agreement and this Standard Operating Procedures Manual.

The Contractor will provide a qualified parking supervisor to oversee the operation and assure complete compliance with the agreement. The parking supervisor shall be available upon thirty-(30) minutes notice during regular business hours.

The Standard Operating Procedures Manual contains minimum operating standards and procedures that the state requires the Contractor to meet. These standards and procedures are subject to change at the discretion of the parking program administrator or designated representative.

The following is a **partial list** of the parking equipment for the State parking facility located at 1616 Capitol Avenue, Sacramento, California. Prior to the commencement of this agreement, Contractor and the DGS, BPM, Office Building Manager, or his/her designated representative, will verify in writing the full equipment list.

Description	Model	Quantity
Automatic parking gate including gate arm		
Magnetic stripe ticket dispenser		
Fee computer with double cash drawer		
Magnetic ticket reader/validator		
Remote fee display		
Proximity card reader with pedestal		
Dual channel self tuning vehicle detector		
Ten station intercom master station		
Intercom sub-station		
Lane status lights		
'Full' sign		
Laser printer		

Personnel

The Contractor shall provide the necessary staffing to maintain the level of parking service required by the State. As a minimum, the Contractor shall employ the following:

1. Parking Supervisor

A parking supervisor shall be in charge of and be responsible for the entire parking operation. The Parking Supervisor shall follow the directives of the Parking Program Coordinator or designated representative.

The parking supervisor shall not serve as a booth attendant/cashier except in emergency situations.

2. Booth Attendants/Cashiers

The Contractor is to provide the number of booth attendants/cashiers necessary to effectively operate the facility during the established hours of operation. The booth attendants/cashiers shall be fully trained and knowledgeable concerning operating policies and procedures.

3. Uniforms

Contractor shall provide uniforms to all parking employees. All booth attendants/cashiers must wear uniforms at all times while on duty. Uniforms that are soiled, stained, torn, disheveled or in any way unsightly, shall be replaced.

4. Identification Badges

The Contractor shall provide laminated identification badges for all employees with the following information prominently displayed to allow easy identification:

- a) Employee name
- b) Company name

Employees shall wear identification badges in plain sight at all times while on duty.

The Contractor's personnel must be clean and neat and shall deal with customers in a prompt, polite, and businesslike manner. All personnel of the Contractor will comply with the Contractor's general rules for employee conduct.

Lost Tickets

- 1. The accuracy of Lost Ticket Reports and the parking fees obtained are the responsibility of the Contractor.
- 2. Charges will be calculated from the time the Facility opened until the exit time. If the customer claims equipment malfunction, and this malfunction can be documented, the customer will be charged based upon when he states he entered the Facility and such information shall be noted on the Lost Ticket Report.
- 3. The Lost Ticket Report will be completed for all lost ticket transactions and will be considered a "Miscellaneous" ticket to be reviewed by the Contractor. Lost Ticket Reports not filled out completely or correctly will be cause for disciplinary action.

Money Disputes

The Contractor is responsible for all monetary transactions relating to the parking operation during periods of its responsibility as stated herein. Disputes will be handled by the Contractor's parking supervisor and will not involve the DGS, Building Managers Office (BPM) personnel except as a last resort and then only during the BPM's regular business hours. The California Highway Patrol will be called only in the event of physical confrontation. Should a dispute not be resolved, the customer must pay the disputed charge and write a letter to the City of Sacramento, Parking Unit, 921 10th Street, Sacramento, CA 95814, describing the circumstances and the reasons for disputing the charge.

Monthly Customers (State Employees) Only -- Cardkey required upon Entry

If a monthly customer does not have his cardkey, he must pull a ticket and pay the going rate. If he changes his mind about parking in the Facility, the customer has a five (5) minute grace period to exit the facility without being charged. This five-minute grace period shall also apply to public parkers.

State employees with cardkey access to the garage shall have unlimited access to the garage and shall not be charged if they have their cardkey to gain entry into the garage. A list of all State employees and the license numbers of their vehicle(s) will be provided to the Contractor. Contractor agrees to check list prior to authorizing any vehicle to be towed to ensure no State employees are inadvertently towed. Contractor agrees to reimburse any State employee towing fees should the vehicle of the State employee listed on the State parking list be towed in error.

Keys

The Contractor will exercise extreme care to assure that access to keys to the booth is restricted only to those personnel needing the keys to properly perform their duties.

Parking Booth

1. It is the responsibility of all employees to keep the parking booth clean and orderly.
2. Absolutely no writing or marking on any part of the booth.
3. Televisions are not allowed in the booth.
4. Visitors are not allowed in the booth.
5. If you notice any person loitering around your area, notify the California Highway Patrol immediately.
6. Employees are not allowed to leave the parking booth without receiving permission and relief from their supervisor. The booth shall never be left unattended.
7. In case of any accident involving the parking booth or the parking garage entrance/exit equipment, notify the Sacramento Police Department, California Highway Patrol and Parking Unit immediately and then the EEC Central Security Room. Obtain all necessary information, such as; car license number, driver's license number, name, address, phone number, type of car, witnesses. Also, make a detailed report of the accident and mail a copy to the Parking Unit.

Parking Equipment Repair

The Contractor will immediately telephone the BPM for repair of any State-owned equipment.

Ticket Spitter Outage

The Contractor will assign an employee to manually issue tickets using the following procedures:

1. The BPM will be notified immediately.
2. Before issuing tickets by hand, note the time, date, "power out" and your initials on the first ticket in the stack that will be voided.
3. Raise the gate arm.
4. Write the time legibly on each ticket issued manually and initial.

All power outages requiring manual procedures shall be described in the Daily Log. A brief narrative of the time frame, procedures followed and number of tickets processed or issued will be forwarded to the contract administrator or designated representative within 24 hours. This narrative should contain any additional information or recommendations that may be helpful in analyzing the problem or improving procedures.

**EXHIBIT B
COST SHEET**

**PARKING MANAGEMENT SERVICES
EAST END COMPLEX (053)
BPM-292**

Compensation and Fee Schedule

Operating, Marketing and Capital Improvement Expenses

1. Beginning the effective date of this agreement, all revenue collected by Contractor under the preceding guidelines will be used by the Contractor to offset its operational expenses.
2. Any surplus revenue remaining after reimbursement of Operational expenses as described in Section 1 above, will be used by Contractor as reimbursement for all marketing materials and promotional expenses Contractor has incurred in its operation of this parking facility.
3. Any surplus revenue remaining after the reimbursements described in sections 1 and 2 above, will be used by Contractor as reimbursement for all capital improvement expenditures Contractor deems necessary to improve the operation and increase usage of the garage, including, but not limited to the following:
 - a. Signage and way-finding materials
 - b. Pedestrian and vehicular access to the facility
4. Should revenues be insufficient to reimburse/offset operational expenses, there will be no payment required from the State and the Contractor agrees to cover all costs required by Contractor under this contract during that period of time.

Management Fee: If net revenue is earned after reimbursement of all Operating, Marketing and Capital Improvement expenses described in above, Contractor will retain a management fee of \$1,000 per month. Annually, beginning on the first annual anniversary of the effective date of this agreement, the Management Fee will increase at a percentage rate equal to the Consumer Price Index (CPI) for the San Francisco, Oakland and San Jose Metropolitan Area for All Urban Consumer (CPI-U), All Items (1982-84=100), published by the United States Department of Labor, Bureau of Labor Statistics.

Revenue Split: Any net revenue remaining after payment of the Management Fee will be split evenly between the State and Contractor.

A. EXHIBIT C

GENERAL TERMS AND CONDITIONS (GTC 306)

PLEASE NOTE: This page will not be included with the final agreement. The General Terms and Conditions will be included in the agreement by reference to Internet site: <http://www.ols.dgs.ca.gov/Standard+Language>.

EXHIBIT D
ADDITIONAL PROVISIONS

1. **EXCISE TAX:** The State of California is exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this agreement. California may pay any applicable sales or use tax imposed by another state.
2. **SETTLEMENT OF DISPUTES:** In the event of a dispute, between Contractor and the State, the Contractor shall file a "Notice of Dispute" with Department of General Services, director or designee within ten (10) days of discovery of the problem. Within ten (10) days the director or designee shall meet with the Contractor and Project Manager for purposes of resolving the dispute. The decision of the director or designee shall be final.
In the event of a dispute, the language contained within this agreement shall prevail over any other language including that of the bid proposal.
3. **AGENCY LIABILITY:** The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
4. **POTENTIAL SUBCONTRACTORS:** Nothing contained in this Agreement or otherwise shall create any contractual relation between the State and any Subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its Subcontractors is an independent obligation. As a result, the State shall have no obligation to pay or enforce the payment of any moneys to any Subcontractor.
5. **RIGHT TO TERMINATE:** The State reserves the right to terminate this agreement subject to 30 days written notice to the Contractor. Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein. However, the agreement can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State's notification to the Contractor.
This agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or State's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by any governmental authority.

INSURANCE: State acknowledges that the City of Sacramento is a self-insured public entity. The City of Sacramento shall provide a letter of self-insurance stating that the City of Sacramento's self-insurance program adequately protects against liabilities and claims arising out of the performance of this agreement. This must be reviewed and approved by the DGS' Office of Risk and Insurance Management.

Failure to provide evidence of self-insurance as required in this agreement is a material breach of contract and is grounds for termination of the agreement.

RESOLUTION NO. 2007-413

Adopted by the Sacramento City Council

June 21, 2007

APPROVING A PARKING AGREEMENT FOR THE EAST END GARAGE

BACKGROUND

- A. The State's East End complex was completed in July 2003. Approximately 4,600 employees work at the central complex located at 16th Street & Capitol Avenue.
- B. During the past five years, the Midtown entertainment district has experienced rapid growth in the development of restaurants and other entertainment venues. This growth, combined with the opening of the State's East End complex, has created a shortage of parking spaces to accommodate patrons and employees during evening and weekend hours.
- C. The Sacramento Central City Parking Master Plan was finalized in September 2006. It recommended the City enter into agreements with owners of existing parking facilities as a solution for increasing the parking supply serving the Midtown entertainment district. The East End Garage will provide 594 parking spaces to evening and weekend visitors.
- D. Upon commencement of this agreement, the City plans to immediately address marketing, wayfinding and capital improvements, including improved pedestrian access. All revenue collected by the City will be used to offset its operational expenses. Any surplus revenue remaining will be used to reimburse the City for its marketing and capital improvements. If net revenue remains after reimbursement of the above expenses, the City will retain a management fee of \$1,000 per month. Any net revenue remaining after payment of the management fee will be split evenly between the State and the City. During its hours of operation, the City will charge a flat rate of \$2.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

- Section 1. The City Manager is authorized to execute a parking agreement with the State of California whereby the City will operate the State's garage at the East End Complex for a period of 2 years with two, 2-year options.

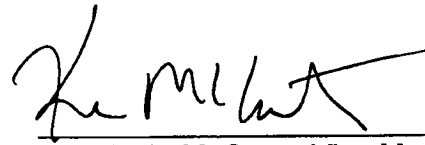
Adopted by the City of Sacramento City Council on June 21, 2007 by the following vote:

Ayes: Councilmembers, Cohn, Fong, Hammond, McCarty, Pannell, Sheedy,
Tretheway, and Waters.

Noes: None.

Abstain: None.

Absent: Mayor Fargo.


Kevin McCarty, Vice Mayor

Attest:


Shirley Concolino, City Clerk



2011-0559

Title: Parking Pay Station Pilot Program

With: County of Sacramento
Authorization: Ordinance 99-024

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF SACRAMENTO
AND
COUNTY OF SACRAMENTO
FOR IMPLEMENTATION OF PARKING PAY STATION PILOT PROGRAM**

This Memorandum of Understanding ("MOU") is made and entered into this 15th day of April, 2011, by and between the COUNTY of Sacramento (COUNTY), a political subdivision of the State of California and the CITY of Sacramento (CITY), a municipal corporation.

RECITALS

WHEREAS, the CITY maintains and operates parking pay stations throughout the City of Sacramento; and

WHEREAS, the CITY performs parking enforcement and citation issuance throughout the City of Sacramento; and

WHEREAS, the COUNTY desires to implement a parking pay station pilot program in the Sacramento County Regional Park system; and

WHEREAS, the COUNTY and CITY have identified parks owned by the COUNTY that are suitable for such a pilot program.

NOW, THEREFORE, in consideration of these recitals and the mutual promises set forth below, the COUNTY and CITY agree as follows:

- I) **PARKS** Services provided under this agreement are for following County-owned parks (collectively "Parks") and the parking lots located in those Parks (collectively "Lots") only:

Watt Avenue Access
8703 La Riviera Drive
Sacramento, CA 95826

Howe Avenue River Access
7929 La Riviera Drive
Sacramento, CA 95826

II) **SCOPE OF SERVICES—CITY**

a) **Operations**

- i) The City shall be responsible for collecting all parking meter revenue, maintaining and repairing parking meters, and issuing parking citations.

b) Allocation of Revenue

Beginning on the Effective Date of this MOU, each quarter the City shall pay County a "Baseline Revenue" described in Exhibit "A." In addition to the Baseline Revenue, all Monthly Net Revenue will be split between both parties on a 50/50 basis. For the purposes of this MOU, Monthly Net Revenue will be defined as all revenue collected from the City's operation of the Lots, including parking citation revenue, minus the Baseline Revenue and all operating expenses.

- i) Each month, City will calculate the Baseline Revenue and Monthly Net Revenue. All Revenue will be deposited in the City's account. City will keep full and accurate records of billed and collected Revenue.
- ii) At the end of each quarter of this contract, or as agreed upon by both parties, the City shall pay all amounts due to County. Such payment shall be received no later than forty five (45) days after the quarter for which it is due. An accounting report, in a form reasonably accepted by the County, will be included with each payment. A copy of the accounting report will be sent to the Regional Parks Administrative Chief.

c) Improvements

Subject to County's written consent as provided for in this MOU, and subject to the City obtaining any requisite governmental permits for the construction and operation of a surface commercial parking lot in the Parks, City shall:

- i) Furnish and install parking pay stations, supporting parking control equipment, and signage. All equipment purchased by the City will remain City property upon the expiration or termination of this MOU.

d) Maintenance and Repair of Parking Pay Stations

City shall keep and maintain the parking pay stations in good repair, in a neat and satisfactory condition, shall promptly make all repairs and replacements, that may become necessary and will respond for repair 365 days per year including weekends and holidays.

e) Parking Enforcement

The City will add the Lots to its regular patrol coverage and enforce all applicable parking rules and regulations on behalf of the County.

- i) If City employees encounter any safety issues that require assistance, City employee shall contact County dispatch for back-up or assistance.

III) SCOPE OF SERVICES—COUNTY

- a) Park Operations and Maintenance—County shall be solely responsible for all Park operations and maintenance, other than those responsibilities designated in Section II as City's responsibility, including but not limited to: janitorial, trash collection and landscaping of park grounds, maintenance and repair of park structures, and lighting.
- b) If City employees encounter any safety issues that require assistance, City employee shall contact County dispatch for back-up or assistance.
- c) Security—County shall maintain security for the Parks and Lots as funding allows.
- d) This MOU does not preclude County Park Ranger program staff from issuing citations in designated serviced lots.
- e) Parking Rates—County is responsible for setting parking rates at the Parks. County will provide City a minimum of 30 days advance notice of rate changes.

IV) EFFECTIVE DATE & TERM This MOU shall be effective and commence as of the date first written above and shall expire February 28, 2012.

V) NOTICE

Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by mail, addressed as follows:

TO COUNTY:

Director,
COUNTY of Sacramento
Department of Regional Parks
9850 Goethe Road
Sacramento, CA 95827

TO CITY:

Parking Services Manager,
CITY of Sacramento
Department of Transportation
300 Richards Blvd., 2nd Floor
Sacramento, CA 95811

Either party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other party, which shall be effective upon receipt.

VI) COMPLIANCE WITH LAWS

Both parties shall observe and comply with all applicable Federal, State, and COUNTY laws, regulations and ordinances.

VII) INDEMNIFICATION

CITY shall defend, indemnify and hold harmless COUNTY, its Board of Supervisors, officers, directors, agents, employees and volunteers from and against all demands, claims, actions, liabilities, losses, damages, and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of the MOU, caused in whole or in part by the negligent or intentional acts of City's Council, officers, directors, agents, employees, volunteers or subcontractors.

COUNTY shall defend, indemnify, and hold harmless CITY, its Council, officers, directors, agents, employees, volunteers and subcontractors from and against all demands, claims, actions, liabilities, losses, damages and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of the MOU, caused in whole or in part by the negligent or intentional acts of County's Board of Supervisors, officers, directors, agents, employees, or volunteers.

It is the intention of COUNTY and CITY that the provisions of this paragraph be interpreted to impose on each party responsibility to the other for the acts of their respective officers, directors, agents, employees, volunteers, County's Board of Supervisors, CITY Council and City's subcontractors. It is also the intention of COUNTY and CITY that, where comparative fault is determined to have been contributory, principles of comparative fault will be followed and each party shall bear the proportionate cost of any damage attributable to the fault of that party, its officers, directors, agents, employees, volunteers, County's Board of Supervisors, City's Council and City's subcontractors.

VIII) INSURANCE

The COUNTY and CITY, at their sole cost and expense, shall carry insurance—or self-insure—its activities in connection with this MOU, and obtain, keep in force and maintain, insurance or equivalent program self-insurance, for general liability, workers compensation and business automobile liability adequate to cover its potential liabilities hereunder. Each party agrees to provide the other thirty (30) days' advance written notice of any cancellation, termination or lapse of any of the insurance or self-insurance coverages.

IX) TERMINATION

Either party may terminate this MOU without cause upon Thirty (30) days written notice to the other party. Notice shall be deemed served on the date of mailing.

X) ASSIGNMENT

This MOU is not assignable by CITY in whole or in part, without the prior written consent of COUNTY.

XI) AMENDMENT AND WAIVER

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this MOU shall be valid unless made in writing and signed by both parties. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder. No interpretation of any provision of this MOU shall be binding upon CITY or the COUNTY unless agreed in writing by Director, Parking Services Manager, and Counsel for COUNTY and CITY.

XII) DIRECTOR AND PARKING SERVICES MANAGER

As used in this MOU, "Director" shall mean the Director of the Department of Regional Parks, or his/her designee. "Parking Services Manager" shall mean the Parking Services Manager of the CITY of Sacramento Department of Transportation, or his/her designee.

XIII) SUCCESSORS

This MOU shall bind the successors of COUNTY and CITY in the same manner as if they were expressly named.

XIV) INTERPRETATION

Interpretation and enforcement of this MOU shall be governed by the laws of the State of California. This MOU shall be deemed to have been prepared equally by both of the parties, and the MOU and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

XV) FINANCIAL RECORDS

CITY shall retain all financial records, including, but not limited to, time sheets, documents, reports, books and accounting records which pertain to any work or transaction performed pursuant to this MOU for four (4) years after the expiration of this MOU, or until audited. COUNTY or any duly authorized representative of SAFCA shall, with reasonable notice, have access to and the right to examine, audit and copy such records.

XVI) PRIOR AGREEMENTS

This MOU constitutes the entire contract between COUNTY and CITY regarding the subject matter of this MOU. Any prior MOUs, whether oral or written, between COUNTY and CITY regarding the subject matter of this MOU are hereby terminated effective immediately upon full execution of this MOU.

XVII) PARTIES TO MOU

COUNTY and CITY are the only parties to this MOU.

XVIII) DUPLICATE COUNTERPARTS

This MOU may be executed in duplicate counterparts. The MOU shall be deemed executed when it has been signed by both parties.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be duly executed as of the day and year first written above.

COUNTY OF SACRAMENTO, a
political subdivision of the State
of California

CITY OF SACRAMENTO, a charter
municipal corporation

COUNTY OF SACRAMENTO

CITY OF SACRAMENTO



By: Roberta MacFarlane
Chair of the Board of Supervisors

By: John Dangberg
John Dangberg, Assistant City Manager
For: William H. Edgar, Interim City Manager, April 19, 2011

ATTEST:

APPROVED AS TO FORM:

By: Cynde Lee
Clerk of the Board of Supervisors

By: [Signature]
Deputy City Attorney

APPROVED AS TO FORM:

ATTEST:

By: William Burke
County Counsel

By: Dawn Bullwinkel
ant City Clerk 4-26-11

APPROVED AS TO TERMS AND
CONDITIONS

By: Janet R. Baker
JANET R. BAKER, Director
COUNTY of Sacramento
Department of Regional Parks

**MEMORANDUM OF UNDERSTANDING
FOR IMPLEMENTATION OF PARKING PAY STATION PILOT PROGRAM
ATTACHMENT A**

The "Baseline Revenue" for each of the designated lots is as follows:

Schedule of Payments Howe

Month	Revenue	Payment
January	\$395.00	
February	\$406.00	
March	\$715.00	\$1,516.00
April	\$1,697.00	
May	\$4,475.00	
June	\$6,289.00	\$12,461.00
July	\$8,191.00	
August	\$5,853.00	
September	\$3,511.00	\$17,555.00
October	\$1,015.00	
November	\$874.00	
December	\$247.00	\$2,136.00
		\$33,668.00

Schedule of Payments Watt

Month	Revenue	Payment	Total
January	\$737.00		
February	\$859.00		
March	\$1,109.00	\$2,705.00	\$4,221.00
April	\$2,558.00		
May	\$4,470.00		
June	\$5,905.00	\$12,933.00	\$25,394.00
July	\$6,732.00		
August	\$4,679.00		
September	\$3,118.00	\$14,529.00	\$32,084.00
October	\$1,404.00		
November	\$1,529.00		
December	\$660.00	\$3,593.00	\$5,729.00
		\$33,760.00	\$67,428.00



City of Sacramento

Tax ID # if applicable:

Requires Council Approval: ☒ **No** ☐ **YES** Meeting:

☐ Real Estate ☐ Other Party Signature Needed ☐ Recording Requested

General Information

Type: Other	PO Type: Select PO Type	Attachment: Original No.:
\$ Not to Exceed: N/A		Original Doc Number:
Other Party: KW Cap Towers, LLC		Certified Copies of Document::
Project Name: Parking Enforcement Agreement		Deed: <input type="checkbox"/> None <input type="checkbox"/> Included <input type="checkbox"/> Separate
Project Number:	Bid Transaction #:	E/SBE-DBE-M/WBE:

Department Information

Department: Public Works Division: Parking Services
 Project Mgr: Matt Eierman Supervisor:
 Contract Services: Date: Section Manager:
 Phone Number: 916-808-5849 Division Manager: Howard Chan
 Comment: Org Number:

Review and Signature Routing

Department	Signature or Initial	Date
Contract Services:		
Project Manager:	ME [Signature]	7/17/13
Supervisor:		
Section Manager:	[Signature]	7/17/13
Division Manager:		
City Attorney	Signature or Initial	Date
City Attorney (MC: 09300):	[Signature]	7/22/2013
<input type="checkbox"/> Send Interoffice Mail <input checked="" type="checkbox"/> Notify for Pick Up		
Authorization	Signature or Initial	Date
Department Director, Jerry Way	[Signature]	7-23-13
Concurrence Here and Sign inside:		
City Manager (MC 09200):		
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
City Clerk (MC: 09400):		

For City Clerk Processing

Finalized:
 Initial: AC
 Date: 7/25/13
 Imaged:
 Initial:
 Date:

Received:
 (City Clerk Stamp Here)

2013-0666

Title: Parking Enforcement Agreement
 Other Party: KW Cap Towers, Inc.

RECEIVED
 CITY CLERK'S OFFICE
 CITY OF SACRAMENTO
 JUL 24 2 50 PM '13

Parking Enforcement Agreement

1. This agreement ("Agreement") is made on June 27, 2013 between the **CITY OF SACRAMENTO**, a charter municipal corporation ("**City**"), and **KW Cap Towers LLC** ("**Owner**"), who agree as follows:
2. The Initial Term of the Agreement shall be one (1) year, commencing July 1, 2013, and expiring June 30, 2014.
3. **Owner** owns and operates surface parking lot ("**Lot**") located at 1500 7th Street, Sacramento, CA 95814 (See Exhibit "A"). **City** agrees to add **Lot** to its normal parking enforcement patrol routes and enforce all applicable vehicle codes for all parking spaces located within the **Lot**.
4. Each month, **Owner** will pay **City** a management fee of \$500. **City** agrees to waive this management for the first twelve (12) months of this agreement. The management fee is subject to re-evaluation thereafter.
5. **City** will retain all revenue from citations it issues to vehicles parked at **Lot**.
6. **Owner** is responsible for the cost and installation of all applicable signage to ensure that the posted signage at the site makes reference to citations, towing and the vehicle codes that impact the **Lot**.
7. Either party may terminate this agreement without cause upon thirty (30) days written notice to the other party. Notice shall be deemed served on the date of mailing.
8. **Owner** shall indemnify and hold harmless **City**, its officers, employees, and agents and each and every one of them, from and against any and all liability, loss, expense, fees, or claims for injury or damages arising out of, caused by or resulting from the negligent or intentional acts or omissions of **Owner** its directors, trustees, officers, employees, or agents in connection with this Agreement or any permit issued hereunder. **City** shall indemnify and hold harmless **Owner** its officers, employees, and agents and each and every one of them, from and against any and all liability, loss, expense, fees, or claims for injury or damages arising out of, caused by or resulting from the negligent or intentional acts or omissions of **City**, its directors, trustees, officers, employees, or agents in connection with this Agreement or any permit issued hereunder. The provisions of this section shall survive any termination of the Agreement, notwithstanding anything herein to the contrary.
9. Any notice, documentation or other communication required or desired to be given pursuant to this Agreement shall be given in writing either by personal service, by certified mail, return receipt requested, postage fully prepaid or by national overnight delivery service, to the following respective addresses:

2013-0666

Title: Parking Enforcement Agreement
Other Party: KW Cap Towers, Inc.

City of Sacramento
Parking Services Division
300 Richards Blvd., 2nd Floor
Sacramento, CA 95811

Capitol Towers
Attn: Laura Genovia
1500 7th Street
Sacramento, CA 95814

10. By their signatures below, each of the following represent that they have authority to execute this agreement and to bind the party on whose behalf execution is made.

OWNER:

KW Cap Towers LLC

By: [Signature] Agent for owner
Its: KW Cap Towers LLC

Date: _____

By: _____
Its: _____

Date: _____

90-0818914
Federal Tax ID

City of Sacramento
Business Operations Tax Cert. No.

CITY:

CITY OF SACRAMENTO,
A Municipal Corporation

By: [Signature]

APPROVED AS TO FORM:

By: [Signature]
Deputy City Attorney

ATTEST:

By: [Signature]
City Clerk 7-25-13



City of Sacramento

Tax ID # if applicable:

Requires Council Approval: ☒ **No** ☐ **YES** Meeting:

☐ Real Estate ☐ Other Party Signature Needed ☐ Recording Requested

General Information

Type: Other	PO Type: Select PO Type	Attachment: Original No.:
\$ Not to Exceed: N/A		Original Doc Number:
Other Party: DBP Realty Partners, L.P.		Certified Copies of Document::
Project Name: 701 L Street Parking Agreement		Deed: <input type="checkbox"/> None <input type="checkbox"/> Included <input type="checkbox"/> Separate
Project Number:	Bid Transaction #:	E/SBE-DBE-M/WBE:

Department Information

Department: Public Works Division: Parking Services
 Project Mgr: Matt Eierman Supervisor:
 Contract Services: Date: Section Manager:
 Phone Number: 808-5849 Division Manager: Howard Chan
 Comment: Org Number:

Review and Signature Routing

Department	Signature or Initial	Date
Contract Services:		
Project Manager:	<i>[Signature]</i>	7/19/12
Supervisor:		
Section Manager:		
Division Manager:	<i>[Signature]</i>	7-19-12
City Attorney		
City Attorney (MC: 09300):	<i>[Signature]</i>	9/19/2012
<input checked="" type="checkbox"/> Send Interoffice Mail <input type="checkbox"/> Notify for Pick Up		
Authorization		
Department Director, Jerry Way		
Concurrence Here and Sign inside:	<i>[Signature]</i>	7-19-12
City Manager (MC 09200):		
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
City Clerk (MC: 09400):		

For City Clerk Processing

Finalized:

Initial:

[Signature]

Date:

7-23-12

Imaged:

Initial: *[Signature]*

Date:

7/24/12

Received:

(City Clerk Stamp Here)

Title: Parking-701 L St.
Other Party: DBP Realty Partners



2012-0600

2012 JUL 23 P 1:25

RECEIVED
CITY CLERK'S OFFICE
CITY OF SACRAMENTO

PARKING OPERATIONS MANAGEMENT AGREEMENT

This Parking Operations Management Agreement ("Agreement") is made and entered into this 15th day of August, 2012 ("Effective Date"), by and between DBP Realty Partners, L.P. ("Owner") and the City of Sacramento ("City").

1. LOT

The term "Lot" shall refer to the land and any improvements located thereon at 701 L Street, as identified in the map attached as Exhibit A.

2. TERM

This Agreement shall be for a term of five (5) years from Effective Date subject to the termination provisions of Section 13.

3. PURPOSE

The Lot shall be used solely and exclusively for the operation of a parking lot. Any change in use to all or a portion of the Lot shall be mutually agreed upon in writing by both parties.

4. COMPENSATION AND MANAGEMENT FEE

A. Beginning on the Effective Date of this Agreement, all amounts collected in connection with the operation of the Lot ("Revenue"), shall be used to offset Operating Expenses (as defined below). "Monthly Net Revenue" shall be "Monthly Revenue" (as defined below) minus "Monthly Operating Expenses" (as defined below).

- (i) For purposes of this Agreement "Monthly Revenue" means the total amount of cash receipts generated from all business operations conducted upon or from the Lot, during any one month this Agreement is in effect, without any type of deduction. Revenue collected from the issuance of parking citations and further described in Section 5 is not included in the calculation of "Monthly Revenue."
- (ii) For purposes of this Agreement "Operating Expenses" means all expenses incurred in connection with the operation and maintenance of the Lot.
- (iii) "Monthly Operating Expenses" as used herein shall mean Operating Expenses incurred or attributed for any particular calendar month.

B The City shall be responsible for collecting all Revenue, performing billings and collecting accounts receivable in relation to City's operation of the Lot. All



Revenue will be deposited in a City account and City will keep full and accurate accounting records.

- (i) Each month, City will calculate the Monthly Net Revenue and the "Monthly Owner Proceeds," which term means Monthly Net Revenue minus the Monthly Management Fee (as defined below), for the immediately preceding month. City shall pay the Monthly Owner Proceeds to Owner within sixty (60) days of the first day of each calendar month in arrears. City shall provide brief details of the income sources in a form reasonably acceptable by Owner.
- (ii) On or before July 1st of each year during the Term, City shall prepare and submit to Owner, for Owner's review and approval, an operating budget for the next successive year (the "Operating Budget"), which shall include a projection of Revenue and Operating Expenses for the ensuing year.
- (iii) Owner shall pay City a fixed fee of five hundred dollars (\$500) per month ("Monthly Management Fee"). Such fee will be paid from the Monthly Net Revenue, if any. If Monthly Net Revenue is not available or is not sufficient to pay the Monthly Management Fee and/or monthly expenses, City shall notify Owner of the amount of the deficiency as provided for in this Agreement and Owner shall pay City the amount of the deficiency within forty-five (45) days after notice is sent to Owner by City.

5. PARKING CITATIONS

The City at its own expense will add the Lot to its regular patrol coverage and retain all revenue from citations issued to vehicles parked in the Lot.

6. INDEMNITY

City shall defend, indemnify and hold harmless Owner, its members, officers, directors, agents, employees and volunteers from and against all demands, claims, actions, liabilities, losses, damages and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of the Agreement, caused in whole or in part by the negligent or intentional acts or omissions of City, its officers, directors, agents, employees, volunteers or contractors. Likewise, Owner shall defend, indemnify and hold harmless City, its Council, officers, directors, agents, employees and volunteers from and against all demands, claims, actions, liabilities, losses, damages and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of the Agreement, caused in whole or in part by the negligent or intentional acts or omissions of Owner, its officers, directors, agents, employees, volunteers or contractors.

It is the intention of City and Owner that the provisions of the aforementioned paragraph be interpreted to impose on each party responsibility to the other for the acts and omissions of their respective officers, directors, agents, employees, volunteers, and contractors. It is also the intention of City and Owner that, where comparative fault is

determined to have been contributory, principles of comparative fault will be followed and each party shall bear the proportionate cost of any damage attributable to the fault of that party, its officers, directors, agents, employees, volunteers, and contractors.

7. INSURANCE

During the entire term of this agreement, Owner shall maintain the insurance coverage described in this Section.

It is understood and agreed by the Owner that its liability to the City shall not in any way be limited to or affected by the amount of insurance coverage required or carried by the Owner in connection with this Agreement.

A. Minimum Scope & Limits of Insurance Coverage

- (i) General Liability Insurance, providing coverage at least as broad as ISO Commercial General Liability Form 00 01 for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy. Garage liability coverage will be accepted if it meets the coverage requirements for general liability.

B. Additional Insured Coverage

- (i) General Liability Liability Insurance: The CITY, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects liability arising out of activities performed by or on behalf of Owner, products and completed operations of Owner, and premises owned, leased or used by Owner.

C. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

- (i) Owner's insurance coverage shall be primary insurance as respects City, its officials, employees and volunteers. Any insurance or self-insurance maintained by City, its officials, employees or volunteers shall be in excess of Owner's insurance and shall not contribute with it.
- (ii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its officials, employees or volunteers.
- (iii) Coverage shall state that Owner's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (iv) City will be provided with thirty (30) days written notice of cancellation or

material change in the policy language or terms.

D. Acceptability of Insurance

Insurance shall be placed with insurers with a Bests' rating of not less than A:V. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Section must be declared to and approved by the City Risk Management Division in writing.

E. Verification of Coverage

- (i) Owner shall furnish City with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the City representative. Copies of policies shall be delivered to the City on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.
- (ii) The City may cancel this Agreement if the certificates of insurance and endorsements required have not been provided, if the insurance is canceled or Owner otherwise ceases to be insured as required herein.

Owner acknowledges that the City of Sacramento is a self-insured public entity and agrees that City's program of self-insurance fulfills any and all insurance requirements. The City of Sacramento shall provide a letter of self-insurance stating that the City of Sacramento's self-insurance program adequately protects against liabilities and claims arising out of the performance of this agreement.

8. **IMPROVEMENTS**

Subject to Owner's written consent as provided for in this Agreement, and subject to City obtaining any requisite governmental permits for the construction and operation of a commercial parking garage, City shall make such improvements ("Improvements") to the Lot as City shall deem necessary for use of the Lot as a commercial parking garage for automobiles, including, but not limited to, generally the following: The City may install additional signs, posts and chains, etc for the purpose of allocating or controlling space usage or traffic flow.

All such costs for Improvements shall be the sole responsibility of Owner. Any construction, reconstruction or altering of Improvements shall, at Owner's expense, be installed, constructed and maintained in accordance with applicable building and other codes, in a good and workmanlike manner to the satisfaction of Owner, and in accordance with all requirements of all departments, boards, bureaus, officials and authorities having jurisdiction in the matter. All necessary permits for such construction (including any permits required to cross public streets) shall be obtained by City.

City, at Owner's expense, shall install and maintain parking pay stations on the Lot.

9. MAINTENANCE AND REPAIR

City shall keep and maintain the Lot and all improvements thereon in good repair and in a neat and satisfactory condition, and shall make all repairs and replacements that may become necessary to the Lot, whether structural or nonstructural, ordinary or extraordinary subject to Owner written approval. All notices and signs upon the Lot shall be neat and properly maintained. Owner shall have the right to enter the Lot at all reasonable times to inspect the same.

10. UTILITIES AND SERVICES

All charges for water, gas, light, heat, power, electricity, telephone or other communication service, janitorial service, trash pick-up, sewer and all other services supplied to or consumed on the Lot (collectively, "Services") directly related to this parking operation, and all taxes, levies, fees or surcharges therefore shall be the sole responsibility of Owner.

11. SURRENDER OF LOT

Upon termination of this Agreement, City, without further notice, shall deliver up to Owner possession of the Lot. City will have thirty (30) days after termination of this Agreement to remove any personal property from the Lot. All improvements paid for by the Owner shall remain the property of the Owner.

12. NOTICES

All notices shall be in writing and shall be deemed to have been given when delivered personally or deposited in the United States mail, registered or certified, postage prepaid, or delivered by overnight courier, and addressed to the party to whom the notice is directed at the address set forth below. Either party may change the address for notices or Owner may change the address for payments by giving the other party written notice to that effect.

ADDRESS FOR NOTICES

To Owner:

DBP Realty Partners, L.P.
C/O Tower Development
Attn: Property Manager
4378 Auburn Blvd., Suite 300
Sacramento, CA 95841

To City:

Parking Services Division
Attn: Parking Services Manager
300 Richards Blvd., 2nd Floor
Sacramento, CA 95811

13. TERMINATION OF AGREEMENT

Owner and City may unconditionally terminate this Agreement, at any time, by providing the other party written notice no less than sixty (60) days prior to the selected date of termination.

Termination or expiration of this Agreement shall not release any party hereto from any liability or obligation hereunder, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to such termination or expiration.

14. RELATIONSHIP OF PARTIES

Nothing contained in this Agreement shall be deemed or construed by the parties or by any third person or court to create the relationship of partnership or of joint venture between Owner and City, and neither the method of computation of fee nor any other provisions contained in this Agreement nor any acts of the parties shall be deemed to create any relationship of owner of real property and holder of a limited agreement to use the same for the purposes set forth herein.

15. SUCCESSORS

The covenants, conditions and agreements contained in this Agreement shall be binding on the parties hereto and on their respective heirs, successors, assigns and legal representatives.

16. EXHIBITS

All exhibits attached to this Agreement shall be deemed to be incorporated herein by the individual reference to each such exhibit, and all such exhibits shall be deemed to be a part of this Agreement as though set forth in full in the body of this Agreement.

17. AUTHORITY

The undersigned parties hereby warrant that they have proper authority and are empowered to execute this Agreement on behalf of Owner.

18. CAPTIONS


The Captions contained in this Agreement are for purposes of convenience only and are not to be used to interpret or construe this Agreement.

[Signatures on following page]

DATED: 7.19.12

OWNER:

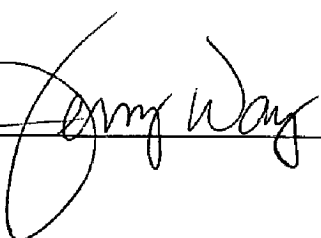
DBP Realty Partners, L.P.,
a California limited partnership
By: Tower Development Corp.,
a California corporation

BY: 
Timothy W. Lee
Its: Vice President

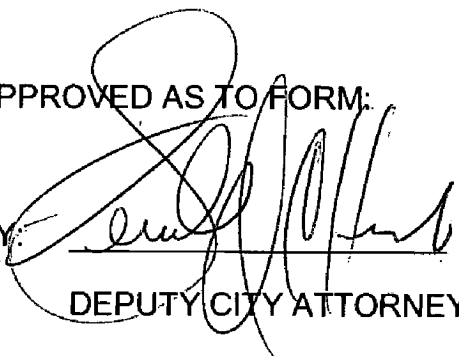
DATED: _____

CITY:


CITY OF SACRAMENTO,
a Municipal Corporation

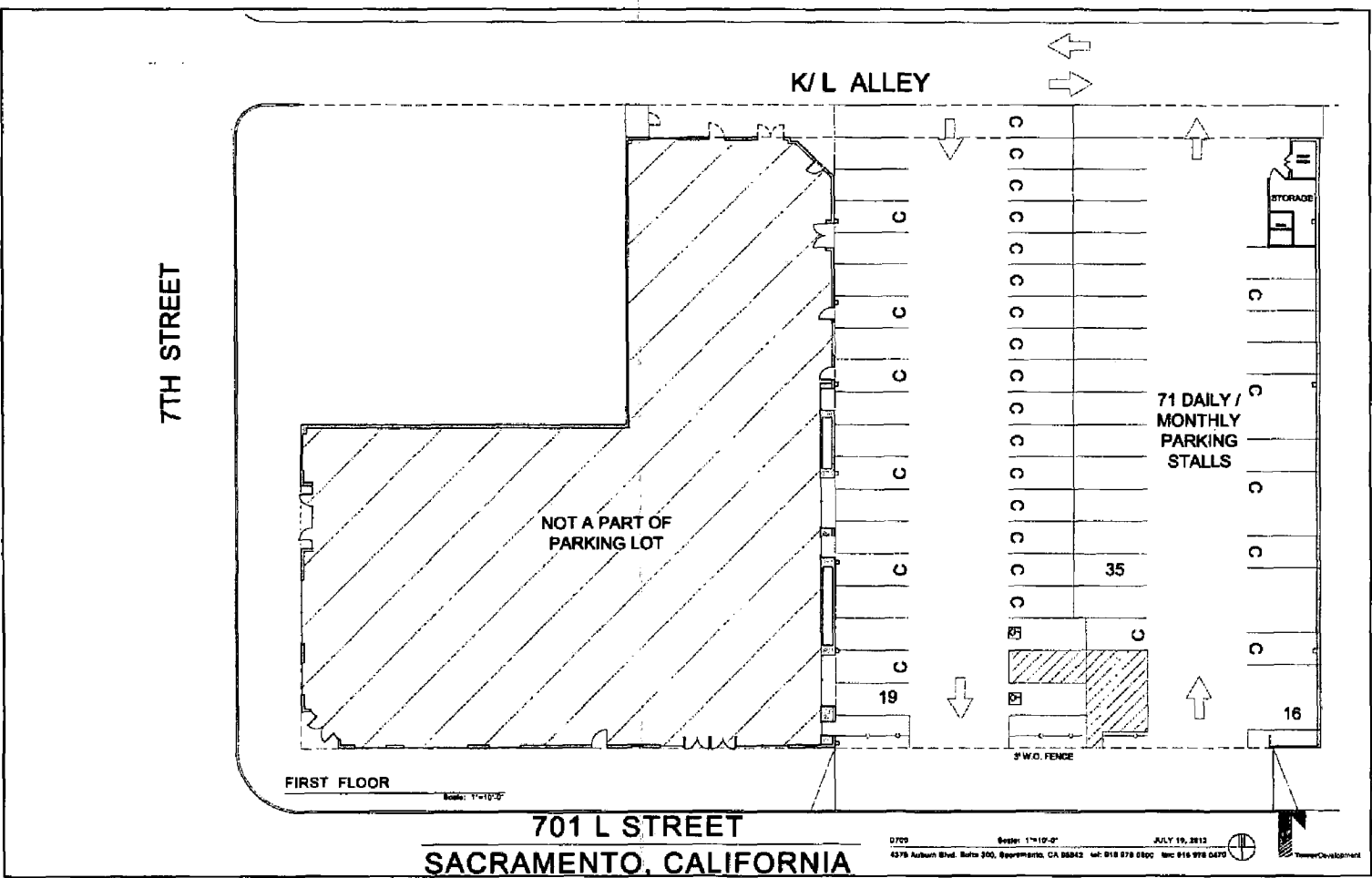
BY: 
CITY

APPROVED AS TO FORM:

BY: 
DEPUTY CITY ATTORNEY

ATTEST:

BY: 
CITY CLERK 7-23-12





City of Sacramento

Tax ID # if applicable:

Requires Council Approval: ☒ **No** ☐ **YES** Meeting:

☐ Real Estate

☒ Other Party Signature Needed

☐ Recording Requested

General Information

Type: Other PO Type: Select PO Type		Attachment: Original No.:
\$ Not to Exceed: N/A		Original Doc Number:
Other Party: 16 th & O Gateway		Certified Copies of Document::
Project Name: Parking Operations Management Agreement		Deed: <input type="checkbox"/> None <input type="checkbox"/> Included <input type="checkbox"/> Separate
Project Number:	Bid Transaction #:	E/SBE-DBE-M/WBE:

Department Information

Department: Public Works

Division: Parking Services

Project Mgr: Matt Eierman

Supervisor:

Contract Services:

Date:

Section Manager:

Phone Number: 916-808-5849

Division Manager: Howard Chan

Comment:

Org Number:

Review and Signature Routing

Department	Signature or Initial	Date
Contract Services:		
Project Manager:	<i>[Signature]</i>	5/14/13
Supervisor:		
Section Manager:		
Division Manager:	<i>[Signature]</i>	5/16/13
City Attorney	<i>[Signature]</i>	
City Attorney (MC: 09300):	<i>[Signature]</i>	5/21/2013

☐ Send Interoffice Mail ☒ Notify for Pick Up

Authorization	Signature or Initial	Date
Department Director, Jerry Way	<i>[Signature]</i>	5-21-13
Concurrence Here and Sign inside:		
City Manager (MC 09200):		
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
City Clerk (MC: 09400):		

Contract Cover/Routing Form: Must Accompany ALL Contracts; (01-01-09)

For City Clerk Processing

Finalized:

Initial:

[Signature]

Date:

5-23-13

Imaged:

Initial:

[Signature]

Date:

5/21/2013

Received:

(City Clerk Stamp Here)

Title: Parking Operations Management Agreement
 Other Party: 16th & O Gateway
 2013-0457

2013 MAY 22 P 3:23

RECEIVED
 CITY CLERK'S OFFICE
 CITY OF SACRAMENTO

PARKING OPERATIONS MANAGEMENT AGREEMENT

This Parking Operations Management Agreement ("Agreement") is made and entered into this 6th day of MAY, 2013 ("Effective Date"), by and between 16th & O ("Owner") and the City of Sacramento ("City").

1. LOT

The term "Lot" shall refer to the land and any improvements located thereon at 16th and O Streets, as identified in the map attached as Exhibit A.

2. TERM

This Agreement shall be for a term of five (5) years from Effective Date subject to the termination provisions of Section 13.

3. PURPOSE

The Lot shall be used solely and exclusively for the operation of a parking lot. Any change in use to all or a portion of the Lot shall be mutually agreed upon in writing by both parties.

4. COMPENSATION AND MANAGEMENT FEE

A. Beginning on the Effective Date of this Agreement, all amounts collected in connection with the operation of the Lot ("Revenue"), shall be used to offset Operating Expenses (as defined below). "Monthly Net Revenue" shall be "Monthly Revenue" (as defined below) minus "Monthly Operating Expenses" (as defined below).

- (i) For purposes of this Agreement "Monthly Revenue" means the total amount of cash receipts generated from all business operations conducted upon or from the Lot, during any one month this Agreement is in effect, without any type of deduction. Revenue collected from the issuance of parking citations and further described in Section 5 is not included in the calculation of "Monthly Revenue."
- (ii) For purposes of this Agreement "Operating Expenses" means all expenses incurred in connection with the operation and maintenance of the Lot.
- (iii) "Monthly Operating Expenses" as used herein shall mean Operating Expenses incurred or attributed for any particular calendar month.

B The City shall be responsible for collecting all Revenue, performing billings and collecting accounts receivable in relation to City's operation of the Lot. All

Revenue will be deposited in a City account and City will keep full and accurate accounting records.

- (i) Each month, City will calculate the Monthly Net Revenue and the "Monthly Owner Proceeds," which term means Monthly Net Revenue minus the Monthly Management Fee (as defined below), for the immediately preceding month. City shall pay the Monthly Owner Proceeds to Owner within sixty (60) days of the first day of each calendar month in arrears. City shall provide brief details of the income sources in a form reasonably acceptable by Owner.
- (ii) On or before July 1st of each year during the Term, City shall prepare and submit to Owner, for Owner's review and approval, an operating budget for the next successive year (the "Operating Budget"), which shall include a projection of Revenue and Operating Expenses for the ensuing year.
- (iii) Owner shall pay City a fixed fee of five hundred dollars (\$500) per month ("Monthly Management Fee"). Such fee will be paid from the Monthly Net Revenue, if any. If Monthly Net Revenue is not available or is not sufficient to pay the Monthly Management Fee and/or monthly expenses, City shall notify Owner of the amount of the deficiency as provided for in this Agreement and Owner shall pay City the amount of the deficiency within forty-five (45) days after notice is sent to Owner by City.

5. PARKING CITATIONS

The City at its own expense will add the Lot to its regular patrol coverage and retain all revenue from citations issued to vehicles parked in the Lot.

6. INDEMNITY

City shall defend, indemnify and hold harmless Owner, its members, officers, directors, agents, employees and volunteers from and against all demands, claims, actions, liabilities, losses, damages and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of the Agreement, caused in whole or in part by the negligent or intentional acts or omissions of City, its officers, directors, agents, employees, volunteers or contractors. Likewise, Owner shall defend, indemnify and hold harmless City, its Council, officers, directors, agents, employees and volunteers from and against all demands, claims, actions, liabilities, losses, damages and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of the Agreement, caused in whole or in part by the negligent or intentional acts or omissions of Owner, its officers, directors, agents, employees, volunteers or contractors.

It is the intention of City and Owner that the provisions of the aforementioned paragraph be interpreted to impose on each party responsibility to the other for the acts and omissions of their respective officers, directors, agents, employees, volunteers, and contractors. It is also the intention of City and Owner that, where comparative fault is

determined to have been contributory, principles of comparative fault will be followed and each party shall bear the proportionate cost of any damage attributable to the fault of that party, its officers, directors, agents, employees, volunteers, and contractors.

7. INSURANCE

During the entire term of this agreement, Owner shall maintain the insurance coverage described in this Section.

It is understood and agreed by the Owner that its liability to the City shall not in any way be limited to or affected by the amount of insurance coverage required or carried by the Owner in connection with this Agreement.

A. Minimum Scope & Limits of Insurance Coverage

- (i) General Liability Insurance, providing coverage at least as broad as ISO Commercial General Liability Form 00 01 for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy. Garage liability coverage will be accepted if it meets the coverage requirements for general liability.

B. Additional Insured Coverage

- (i) General Liability Liability Insurance: The CITY, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects liability arising out of activities performed by or on behalf of Owner, products and completed operations of Owner, and premises owned, leased or used by Owner.

C. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

- (i) Owner's insurance coverage shall be primary insurance as respects City, its officials, employees and volunteers. Any insurance or self-insurance maintained by City, its officials, employees or volunteers shall be in excess of Owner's insurance and shall not contribute with it.
- (ii) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its officials, employees or volunteers.
- (iii) Coverage shall state that Owner's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (iv) City will be provided with thirty (30) days written notice of cancellation or

material change in the policy language or terms.

D. Acceptability of Insurance

Insurance shall be placed with insurers with a Bests' rating of not less than A:V. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Section must be declared to and approved by the City Risk Management Division in writing.

E. Verification of Coverage

- (i) Owner shall furnish City with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the City representative. Copies of policies shall be delivered to the City on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.
- (ii) The City may cancel this Agreement if the certificates of insurance and endorsements required have not been provided, if the insurance is canceled or Owner otherwise ceases to be insured as required herein.

Owner acknowledges that the City of Sacramento is a self-insured public entity and agrees that City's program of self-insurance fulfills any and all insurance requirements. The City of Sacramento shall provide a letter of self-insurance stating that the City of Sacramento's self-insurance program adequately protects against liabilities and claims arising out of the performance of this agreement.

8. IMPROVEMENTS

Subject to Owner's written consent as provided for in this Agreement, and subject to City obtaining any requisite governmental permits for the construction and operation of a commercial parking garage, City shall make such improvements ("Improvements") to the Lot as City shall deem necessary for use of the Lot as a commercial parking garage for automobiles, including, but not limited to, generally the following: The City may install additional signs, posts and chains, etc for the purpose of allocating or controlling space usage or traffic flow.

All such costs for Improvements shall be the sole responsibility of Owner. Any construction, reconstruction or altering of Improvements shall, at Owner's expense, be installed, constructed and maintained in accordance with applicable building and other codes, in a good and workmanlike manner to the satisfaction of Owner, and in accordance with all requirements of all departments, boards, bureaus, officials and authorities having jurisdiction in the matter. All necessary permits for such construction (including any permits required to cross public streets) shall be obtained by City.

City, at Owner's expense, shall install and maintain parking pay stations on the Lot.

9. MAINTENANCE AND REPAIR

City shall keep and maintain the Lot and all improvements thereon in good repair and in a neat and satisfactory condition, and shall make all repairs and replacements that may become necessary to the Lot, whether structural or nonstructural, ordinary or extraordinary subject to Owner written approval. All notices and signs upon the Lot shall be neat and properly maintained. Owner shall have the right to enter the Lot at all reasonable times to inspect the same.

10. UTILITIES AND SERVICES

All charges for water, gas, light, heat, power, electricity, telephone or other communication service, janitorial service, trash pick-up, sewer and all other services supplied to or consumed on the Lot (collectively, "Services") directly related to this parking operation, and all taxes, levies, fees or surcharges therefore shall be the sole responsibility of Owner.

11. SURRENDER OF LOT

Upon termination of this Agreement, City, without further notice, shall deliver up to Owner possession of the Lot. City will have thirty (30) days after termination of this Agreement to remove any personal property from the Lot. All improvements paid for by the Owner shall remain the property of the Owner.

12. NOTICES

All notices shall be in writing and shall be deemed to have been given when delivered personally or deposited in the United States mail, registered or certified, postage prepaid, or delivered by overnight courier, and addressed to the party to whom the notice is directed at the address set forth below. Either party may change the address for notices or Owner may change the address for payments by giving the other party written notice to that effect.

ADDRESS FOR NOTICES

To Owner:

Ravel Rasmussen Properties
Attn: R. Scott Rasmussen
3031 F Street, Suite 201
Sacramento, CA 95816-3844

To City:

Parking Services Division
Attn: Parking Services Manager
300 Richards Blvd., 2st Floor
Sacramento, CA 95811

13. TERMINATION OF AGREEMENT

Owner and City may unconditionally terminate this Agreement, at any time, by providing the other party written notice no less than sixty (60) days prior to the selected date of termination.

Termination or expiration of this Agreement shall not release any party hereto from any liability or obligation hereunder, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to such termination or expiration.

14. RELATIONSHIP OF PARTIES

Nothing contained in this Agreement shall be deemed or construed by the parties or by any third person or court to create the relationship of partnership or of joint venture between Owner and City, and neither the method of computation of fee nor any other provisions contained in this Agreement nor any acts of the parties shall be deemed to create any relationship of owner of real property and holder of a limited agreement to use the same for the purposes set forth herein.

15. SUCCESSORS

The covenants, conditions and agreements contained in this Agreement shall be binding on the parties hereto and on their respective heirs, successors, assigns and legal representatives.

16. EXHIBITS

All exhibits attached to this Agreement shall be deemed to be incorporated herein by the individual reference to each such exhibit, and all such exhibits shall be deemed to be a part of this Agreement as though set forth in full in the body of this Agreement.

17. AUTHORITY

The undersigned parties hereby warrant that they have proper authority and are empowered to execute this Agreement on behalf of Owner.

18. CAPTIONS

The Captions contained in this Agreement are for purposes of convenience only and are not to be used to interpret or construe this Agreement.

[Signatures on following page]

DATED: MAY 6, 2013

DATED: _____

OWNER: 16TH & O GATEWAY,
A CALP

CITY:
CITY OF SACRAMENTO,
a Municipal Corporation

BY: R. Scott Rasmussen

BY: Jerry Way

JERRY WAY, DIRECTOR OF PUBLIC WORKS

Its: MAN. PARTNER

APPROVED AS TO FORM:

BY: [Signature]

DEPUTY CITY ATTORNEY

ATTEST:

BY: Dawn Buellmunkel

ant CITY CLERK 5-23-13

Exhibit A – Map

16TH STREET & O STREET SACRAMENTO • CALIFORNIA

SITE PLANS

