

RESOLUTION NO: ____-2013

**RESOLUTION OF THE COLUMBUS REDEVELOPMENT COMMISSION
TO
CONTRACT WITH
REI REAL ESTATE SERVICES, LLC
TO MANAGE THE
SECOND STREET AND JACKSON STREET
PARKING GARAGES**

Comes now the City of Columbus Department of Redevelopment, more commonly known as the City of Columbus Redevelopment Commission, and for this Resolution, says as follows:

WHEREAS, Indiana Code §36-7-14-1 *et seq.* provides that a community may establish a Department of Redevelopment to be controlled by a Redevelopment Commission; and

WHEREAS, the City of Columbus, through its Common Council, did on August 19, 2003 create the City of Columbus Department of Redevelopment and the City of Columbus Redevelopment Commission (“Redevelopment Commission”) by way of Ordinance Number 25, 2003; and

WHEREAS, the Columbus Redevelopment Commission issued an RFP on October 15, 2012 to solicit proposal to manage the Second Street and Jackson Street Parking Garages.

WHEREAS, The Redevelopment Commission having reviewed the responses to the RFP did conduct its due diligence and considered and concluded in a public meet held December 17, 2012 that REI Real Estate Services, LLC should be selected as the referred respondent by way of its Resolution 23-2012 of the same date.

WHEREAS, The Redevelopment Commission directed the commencement of discussions by and between the Redevelopment Commissions representatives and REI to develop a contract.

NOW, THEREFORE, BE IT RESOLVED:

1. The City of Columbus Redevelopment Commission having examined and considered the attached contract for services of REI Real Estate Services, LLC deems it in the best interest of the Redevelopment Commission to enter into said contract with REI.

2. The President of the Redevelopment Commission is authorized and directed to execute all necessary documents for and on behalf of the Redevelopment Commission necessary to enter into this contract with REI Real Estate Service, LLC.

Adopted this ____ day of February, 2013.

Kristen Brown, President

Sarah Cannon, Vice-President

Dave Wright, Secretary

PARKING MANAGEMENT AGREEMENT

THIS PARKING MANAGEMENT AGREEMENT made as of the ___ day of _____, 201__, between City of Columbus Redevelopment Commission (hereinafter referred to as "CRC"), and REI REAL ESTATE SERVICES, LLC (hereinafter referred to as "REI"), WITNESSES:

Recitals

1. CRC is the owner of two (2) parking garages in Columbus, Indiana, one located at Fourth Street and Jackson Street (the "JSPG"), and the other located at Second Street and Jackson Street (the "2ndSPG") (the JSPG and the 2ndSPG, collectively, the "Garages").
2. CRC issued a Request for Proposals in October 2012 for the purpose of engaging the services of a property manager for the Garages.
3. REI submitted a proposal dated November 21, 2012 (the "Proposal").
4. Concluding a review of the responses to the Request for Proposals, CRC, by Resolution No. 23-2012, authorized counsel and the director of CRC to enter into negotiations with REI for the purpose of entering into an agreement by and between the parties consistent with the terms and conditions of the Proposal.

Agreement

In consideration of the mutual promises and covenants herein contained, CRC and REI agree as follows:

1. Services. REI agrees to perform those parking management and related services at the Garages set forth on Exhibit A, attached hereto and incorporated herein by reference. Notwithstanding anything stated in this Agreement to the contrary, in no event shall REI be responsible for performing, supervising, or managing: (a) the purchase and installation of the Garage Equipment (as hereinafter defined); (b) major repairs and/or replacements of the Garage Equipment; (c) capital repairs and/or replacements in or on the Garages; or (d) any other capital items or expenditures relating to the Garages; all of which shall be the sole and direct responsibility of CRC; provided that REI shall cooperate with CRC regarding the same. As used in this Section, the term "major" shall mean any individual item reasonably estimated to cost Five Thousand and No/100 Dollars (\$5,000) or more.
2. Furnishing and Equipping of Garages. CRC, in its sole discretion, may equip the Garages as requested by REI with the equipment necessary to fulfill the needs of CRC, including, without limitation, ticket machines, clocks, counters, parking identification signs, and other similar items (the "Garage Equipment"). The parties acknowledge that, as of the date hereof: (a) the 2ndSPG contains the Garage Equipment; and (b) the JSPG does not contain the Garage Equipment. CRC agrees to designate sufficient office and storage space within the

Garages to enable REI to store parking tickets and supplies necessary for the operation and cleaning of the Garages.

3. Term. The initial term of this Agreement shall commence on March 15, 2013, and shall continue in effect for a period of three (3) years thereafter (the "Initial Term"). This Agreement shall be extended for an additional two (2) year period immediately following the expiration of the Initial Term (the "Extension Term"), unless either party provides to the other ninety (90) days' written notice of termination not to enter into the Extension Term.

(a) Early Termination. Notwithstanding anything stated in this Agreement to the contrary, REI shall have the immediate and continuous right to terminate this Agreement upon written notice to CRC if the income received from the Garages and/or CRC, after REI's diligent effort to collect the same, is insufficient to permit REI and CRC to make all necessary payments due in connection with the management, operation, and servicing of the Garages, including, without limitation, advertising costs, mortgage payments, utility payments, real and personal property taxes, insurance premiums, and bills for repairs, supplies, and janitorial and maintenance services. In the event of such termination, REI, after first deducting amounts for management fees earned through the date of cancellation, shall promptly deliver to CRC all remaining monies in held by REI for CRC.

Upon termination, CRC shall remain bound by all obligations of all contracts and costs of REI for services, supplies, and alterations incurred or entered into in accordance with the terms and conditions of this Agreement.

4. Duties of REI During Operating Term. During the Initial Term and the Extension Term, if any, REI shall supervise and direct the management and operation of the Garages in accordance with the standards set forth on Exhibit A, as the same may be modified from time to time upon agreement of the parties, and with reasonable direction from CRC. In furtherance thereof, REI shall:

(a) submit, at least thirty (30) days before the commencement of the Initial Term and annually thereafter (except in the final year of the Initial Term, if the Extension Term is cancelled, or in the final year of the Extension Term, if the Extension Term is not cancelled), an estimate of income for the Garages in reasonable detail for the upcoming calendar year, including, without limitation, a schedule of parking rates, all subject to CRC's approval (the "Operating Budget"). If the Operating Budget for a calendar year during the Initial Term or the Extension Term, if any, is not approved by the beginning of such calendar year, then the Operating Budget for the immediately preceding calendar year shall be deemed to be the Operating Budget for such calendar year until the parties agree on an Operating Budget for such calendar year. REI shall establish and maintain for the benefit of CRC an operating expense reserve account for the maintenance and operations of the Garages (the "Operating Expense Reserve Account"). At all times during the Initial Term and the Extension Term, if any, CRC, upon request by REI, shall fund the Operating Expense Reserve Account in an amount necessary to bring the balance of the Operating Expense Reserve Account to the level required to pay the operating expenses for the Garages for the current or immediately subsequent month, as the case may be, as set forth in the then-current Operating Budget (the "Operating Expense Reserve

Minimum"). REI shall have the right to: (a) pay any and all operating expenses (approved by CRC in accordance with this Agreement) out of the Operating Expense Reserve Account; and (b) deposit the Gross Operating Income (as hereinafter defined) into the Operating Expense Reserve Account to the extent required to maintain the Operating Expense Reserve Minimum.

(b) hire, promote, discharge and supervise the work of the manager of the Garages and supervise, through said manager, the hiring, promotion, discharge, and work of all other operating and service employees performing services in or about the Garages, all in the name of REI. REI will, in the hiring of the manager and other operating and service employees, use, or cause said manager to use reasonable care in selecting qualified, competent and trustworthy employees. REI commits to using good faith efforts to hire employees who are located in, or are residents of, the City of Columbus. All such employees shall be on REI's payroll, and REI shall be liable to such employees for their wages and compensation, including fringe benefits. The total aggregate of wages and compensation, including fringe benefits, paid with respect to such employees shall, to the extent consistent with the Operating Budget, be included as an operating expense to the Garage. The term "fringe benefits" shall mean and include the employer's contribution of F.I.C.A., unemployment compensation and other employment taxes, pension plan contributions, worker's compensation, group life and accident and health insurance premiums, bonuses, retirement, disability, and other similar benefits paid by REI. If an employee is employed part-time at the Garages (i.e., works less than forty (40) hours per week or works forty (40) hours per week, but his services are shared with another property owned or managed by REI), then CRC shall be billed a fair and equitable portion of such employee's wages and compensation. Such fair and equitable portion shall be agreed upon, from time to time, by CRC and REI.

(c) to the extent consistent with the Operating Budget and with CRC's prior written approval, enter into contracts in the name and at the expense of CRC for the provision of electricity, gas, water, telephone and other utilities and services to the Garages; provided that CRC shall be responsible for making any and all such utilities and services available to the Garages. If CRC arranges for the provision of utilities and services to the Garages, then the costs thereof shall be allocated to the Garages' operation fairly and equitably, as reasonably agreed upon by CRC and REI. REI shall be responsible for the cleaning, maintenance, replacement, and repair of the Garages as set forth on Exhibit A and other such specifications and instructions set forth by CRC and reasonably approved by REI. Such specifications and instructions, which may be altered from time to time by CRC, shall be in writing and initialed by the parties, and shall be a part of this Agreement.

(d) apply for, obtain, and maintain, in the name of and at the expense of CRC, all licenses and permits required in connection with the management and operation of the Garages. CRC agrees to execute and deliver any and all applications and other documents and to cooperate otherwise to the fullest extent with REI in applying for, obtaining, and maintaining such licenses and permits.

(e) operate and manage the Garages, including, without limitation, any and all work performed in and about the Garages, as shall be necessary for its operation, in accordance with all applicable statutes, ordinances, laws, rules, regulations, orders, and requirements of any

federal, state, or municipal governments or appropriate departments, commissions, boards, or officers having jurisdiction over the Garages and any and all contractual obligations of CRC that affect the Garages of which REI has notice. CRC shall provide REI with copies of any and all contracts, ground leases, retail leases, mortgages, and other documents that affect the Garages and impose contractual obligations on CRC, including any and all material amendments, modifications, extension, renewals, and/or replacements thereof, along with a summary setting forth the provisions or terms of the same relevant to the operation of the Garages.

(f) deposit daily (as applicable), in a bank account, all monies received by REI in connection with the Garages and/or this Agreement (including, without limitation, all discounts, rebates, commissions, profits, or other benefits obtained by REI in connection with purchases of materials or supplies delivered to or used in the Garages) and all monies collected or received by REI from the operation of the Garages (the "Gross Operating Income"). REI shall receive and hold in trust the Gross Operating Income for and on behalf of CRC. REI shall pay on behalf of CRC all wage and salary expenses of the Garages with the monies received from CRC and/or the operation of the Garages, as the case may be in accordance with the terms and conditions of this Agreement.

(g) CRC shall carry property insurance on the Garages equal to the full replacement cost thereof and general liability insurance on the Garage. REI shall carry general liability insurance on the Garages. CRC and REI agree to have the aforementioned insurance policies endorsed with a clause providing that any release from liability of or waiver of claim for recovery from the other party entered into in writing by the insured thereunder prior to any loss or damage shall not affect the validity of said policy or the right of the insured to recover thereunder and providing further that the insurer waives all rights of subrogation that such insurer might have against the other party for any loss or damage to any of its property insured under valid and collectible insurance policies to the extent of any recovery collected under such insurance policies.

REI agrees to indemnify and save CRC harmless of and from all liability, loss, cost, damage, claim, or expense (including, without limitation, reasonable attorneys' fees and court costs) arising out of any claims by or payments to any person or persons on account of damage to property or injury to or death of any person, or any other event, caused by the negligence or willful misconduct of REI or any of its agents or employees to the extent not fully covered by insurance, except to the extent due to the negligence or willful misconduct of CRC or any of its agents or employees. REI further agrees to defend CRC, at REI's sole expense, in any and all suits, legal or administrative proceedings instituted against CRC that arise out of such claims or demands, and agrees to pay and satisfy any judgments rendered against CRC or any compromise or settlement of claim or judgment resulting therefrom arising from the negligence or willful misconduct of REI or any of its agents or employees, except to the extent due to the negligence or willful misconduct of CRC or any of its agents or employees.

CRC agrees to indemnify and save REI harmless of and from all liability, loss, cost, damage, claim, or expense (including, without limitation, reasonable attorneys' fees and court costs) arising out of any claims by or payments to any person or persons on account of damage to property or injury to or death of any person, or any other event, caused by structural defect in the

Garages or the negligence or willful misconduct of CRC or any of its agents or employees to the extent not fully covered by insurance, except to the extent due to the negligence or willful misconduct of REI or any of its agents or employees. CRC further agrees to defend REI at CRC's sole expense, in any and all suits, legal or administrative proceedings instituted against REI that arise out of such claims or demands, and agrees to pay and satisfy any judgments rendered against REI or any compromise or settlement of claim or judgment resulting therefrom arising from a structural defect in the Garages or the negligence or willful misconduct of CRC or any of its agents or employees, except to the extent due to the negligence or willful misconduct of REI or any of its agents or employees.

All insurance provided for under the foregoing provision of this Subsection shall be affected by policies issued by insurance companies of sound and adequate financial responsibility qualified to do business in the State of Indiana. The party procuring any of the aforesaid kinds of insurance shall deliver certificates of insurance with respect to all of the aforesaid policies of insurance so procured, including existing, additional and renewal policies, to the other party, and, in the case of insurance about to expire, shall deliver certificates of insurance with respect to the renewal policies to the other party, not less than ten (10) days prior to the respective dates of expiration. All such policies shall contain a provision that they will not be canceled by the issuer without thirty (30) days' prior written notice to the CRC or REI.

A portion of the cost of any insurance policy that covers the Garages or parking operations, as well as other properties or operations, shall be allocated to the operating expense of the Garages fairly and equitably, as reasonably agreed upon by CRC and REI.

(h) deliver or cause to be delivered to CRC the following:

(1) On or before fifteen (15) days after the end of each calendar month, and within ninety (90) days after the end of each operating year during the Initial Term or Extension Term, if any, a profit and loss statement showing the results of operation of the Garages for the preceding calendar month and the year to date. Such statement and computation shall be certified by the chief financial officer or controller of REI and be taken and made from the books of account of REI.

(2) On or before fifteen (15) days after the end of each calendar month during the Initial Term or Extension Term, if any, the balance of the Gross Operating Income remaining after each of: (a) the operating expenses and management fee as per the profit and loss statement described in Subsection 4(h)(1); and (b) any amount necessary to maintain the Operating Expense Reserve Minimum in the Operating Expense Reserve Account; are subtracted therefrom. If the Gross Operating Income is less than the sum of the operating expenses, the management fee, and any amount necessary to maintain the Operating Expense Reserve Minimum in the Operating Expense Reserve Account, then CRC, within fifteen (15) days after delivery of such profit and loss statement, shall pay to REI the amount of such difference to the extent such deficit is not due to the gross negligence or willful misconduct of REI or any of its agents or employees.

Reasonable costs and expenses incurred in connection with the preparation of any statements, schedules, computations, or other reports required under this Paragraph 4, or any other provision of this Agreement, shall be paid for in the Office Fee (as hereinafter defined).

(i) in CRC's sole discretion and upon notice to REI, coordinate the operations of the Garages and use commercially reasonable efforts to produce maximum net income from the Garages while advancing CRC's desire that the Garages be operated consistent with high standards.

(j) use commercially reasonable efforts to resolve in a courteous manner any complaints that may arise from time to time relating to the operation of the Garages.

(k) collect from users all applicable parking fees for the use of the Garages.

(l) not use or knowingly permit any person to use the Garages for any purpose whatsoever in violation of any present or future laws or ordinances of the United States of America, the State of Indiana, the City of Columbus, or any other jurisdiction whose laws may be applicable, or of any rules or regulations of any governmental body with jurisdiction over the Garages.

(m) not make any structural alterations or repairs to the Garages and not change traffic control systems, safety or security systems, signage, or any other portion of the Garages without the prior written consent of CRC in each case, except in the event of emergency, in which case REI shall notify CRC of such alteration, repair, or change within twenty-four (24) hours, which notice may be oral or electronic; provided that REI shall follow up any such oral or electronic notice with written notice to CRC.

(n) promptly notify CRC of repairs, maintenance, and replacements to the Garages that, in REI's judgment, are necessary to keep and maintain the Garages in a good, safe, and operable condition and in compliance with all laws to the extent that the same are not the obligation of REI hereunder.

(o) keep the Garages open for business at all times as CRC may direct, which, initially, shall be the schedule set forth on Exhibit B, attached hereto and incorporated herein by reference, as the same may be modified from time to time by agreement of the parties.

(p) set aside parking spaces in the Garages as directed by CRC to satisfy commitments made by CRC.

5. Fees. During the Operating Term and the Extension Term, if any, CRC shall pay to REI an annual management fee of Forty-Five Thousand and No/100 Dollars (\$45,000). Payment of the management fee shall be made out of the Operating Expense Reserve Account in equal monthly installments as specified in Subsection 4(h)(2). During the Initial Term and the Extension Term, if any, CRC shall pay to REI an annual "Office Fee" of Three Thousand five hundred and No/100 Dollars (\$3,000). Payment of the Office Fee shall be made in equal

monthly installments out of the Operating Expense Reserve Account as specified in Subsection 4(h).

6. Appropriation of Funds. Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by CRC are at any time not forthcoming or are insufficient, through failure of any entity, including CRC itself, to appropriate funds or otherwise, then CRC shall have the right to terminate this Agreement without penalty; provided that, notwithstanding any such termination, CRC shall remain obligated to compensate REI for all services performed, and costs incurred, by REI through the date of such termination.

7. General Covenants.

(a) REI covenants and agrees not to change schedules of rentals and hourly rates without CRC's prior written approval.

(b) REI covenants and agrees that it will maintain, and retain for a period of at least three (3) years after the end of the term of this Agreement, separate records and books of account for the Garages in accordance with good accounting practice, reflecting the sources and amounts of gross revenues, taxes, and operating expenses for and with respect to the Garage. CRC shall have the right, in its sole discretion, to conduct an audit at any time, and from time to time, of all books and records of REI, including REI's bank accounts, that pertain to, or reflect to any extent, the source, nature, and/or amount of gross revenues and operating expenses; provided that REI shall have no obligation to make such books and records available to CRC outside of REI's ordinary business hours. Such audit shall be conducted by an independent certified public accountant licensed under the laws of the State of Indiana, to be selected by CRC in its sole discretion. If the auditor's report shows that a monthly report or monthly reports contained any error prejudicial to CRC, then: (a) within ten (10) days after a copy of the accountant's final report has been delivered to REI, REI shall pay to CRC the amount of any additional amounts due in accordance with the audit plus, if such error is in an amount equal to or greater than three percent (3%), but less than five percent (5%), of the amount which REI remitted to CRC, interest thereon at the Default Rate (as hereinafter defined) from the date such amount should initially have been paid had the monthly report or monthly reports been accurate; and (b) if such error is in an amount equal to or greater than five percent (5%) of the amount which REI remitted to CRC, REI shall pay interest on such amount at the Default Rate plus all of the accountant's fees and expenses incurred in connection with said audit. In all other events, CRC shall pay all of said accountant's fees and expenses. As used herein, the term "Default Rate" shall mean the floating rate per annum equal to the "reference rate" (or its substitute or equivalent as used from time to time) of Citibank, or its successor, as in effect from time to time, plus five percent (5%).

(c) REI shall accord to CRC, its employees, accountants, attorneys, agents and mortgagees the right to enter upon any part of the Garages at all reasonable times during the term of this Agreement for the purpose of: (i) inspecting the operation of the Garages; or (ii) for any other purposes that CRC reasonably shall deem necessary or advisable; provided, however, that the same shall be done with as little disruption to the operation of the Garages as possible. The books and records of the Garages shall be kept at the main office of REI or such other place as

the parties may hereafter agree, and, in all events, such books and records shall be subject to inspection and/or copying by CRC during REI's ordinary business hours.

8. Default. If REI fails to: (a) make any payment when due hereunder and such failure shall continue for five (5) days after REI's receipt of written notice thereof from CRC; or (b) perform any other of its obligations and agreements hereunder and such failure shall continue for fifteen (15) days after REI's receipt of written notice thereof from CRC identifying the alleged default; then it shall be lawful for CRC, at CRC's election, to do any or all of the following; provided that REI's failure to make any payment when due or perform any other of its obligations and agreements hereunder is not the direct or indirect result of CRC's action, inaction, or breach of this Agreement: (i) to declare this Agreement immediately terminated; (ii) to re-enter the Garages either with or without process of law; (iii) to evict REI from the Garages, and (iv) to pursue any and all other remedies that may be available under applicable law or at equity.

9. Casualty and Condemnation. If any of the Garages is substantially damaged or destroyed by fire or other casualty or a substantial portion of any of the Garages is taken by condemnation (or a deed in lieu of condemnation), then CRC, at its election, may: (i) repair or replace, at CRC's cost and expense, the Garage as promptly as possible so that the Garage is suitable for occupancy and/or use; or (ii) terminate this Agreement with respect to the Garages actually damaged or destroyed by fire or other casualty or taken by condemnation (or deed in lieu of condemnation), which termination shall be effective as of the date of CRC's notice to REI of such termination; provided that, notwithstanding any such termination, CRC shall remain obligated to compensate REI for all services performed, and costs incurred, by REI through the date of such termination. CRC shall notify REI of its election within sixty (60) days after the fire, casualty or condemnation.

10. Assignment of Agreement. REI shall not assign this Agreement nor permit any of REI's right under or interest in this Agreement to be assigned by operation of law or otherwise, without in each case the prior express written consent of CRC, which consent may be withheld in CRC's sole and unreviewable discretion. CRC shall be permitted to assign this Agreement to any successor owner of the Garages and, upon such assignment, CRC shall have no liability for any obligation arising after the effective date of assignment of this Agreement.

11. Payment of Costs. In the event of any litigation between CRC and REI to enforce any provision of this Agreement or any right of either party hereto, the unsuccessful party to such litigation shall pay to the successful party all costs and expenses, including reasonable attorneys' fees, incurred therein. Furthermore, if CRC, without fault, is made a party to any litigation instituted by or against REI, REI shall indemnify CRC against, and protect, defend, and save it harmless from all costs and expenses, including reasonable attorneys' fees, incurred by it in connection therewith. If REI, without fault, is made a party to any litigation instituted by or against CRC, CRC shall indemnify REI against, and protect, defend, and save it harmless from all costs and expenses, including reasonable attorneys' fees, incurred by it in connection therewith.

12. Surrender of Garage. Whenever this Agreement shall be ended, whether by lapse of time, forfeiture, or in any way, REI shall: (a) at once surrender and deliver the Garages peaceably to CRC; (b) within fifteen (15) days deliver to CRC the monthly reports for the month in which this Agreement ended and for any prior months for which proper monthly reports had not yet been delivered; (c) within fifteen (15) days pay to CRC all amounts owing or payable to CRC hereunder for or with respect to any and all periods up to and including the date on which this Agreement ended; (d) surrender and deliver to CRC all receipts, income, and deposits relating to or which may have been received in the course of operating the Garages, less any amounts owing to REI hereunder; (e) deliver to CRC, as received, any monies due CRC under this Agreement but received after termination; (f) deliver to CRC or its designee all materials, supplies, keys, contracts, accounting papers, records, and documents relating to the Garages or the operation thereof; provided that REI may retain copies of any such documents and papers; and (g) to the extent service contracts or leases relating to the Garages or any part thereof or the use or operation thereof are assignable, deliver to CRC executed originals thereof, together with full and proper executed assignments of all of CRC's right, title, and interest (but none of REI's obligations or liabilities accrued prior to such assignments) thereto or thereunder, in form and substance reasonably satisfactory to CRC. Such surrender and delivery shall not, however, be deemed a waiver or release by REI of any existing claims against CRC at the time of such surrender and delivery.

13. Miscellaneous Provisions.

(a) Notices. Any notice by either party to the other shall be in writing and shall be given, and be deemed to have been duly given, if either delivered personally or when mailed in a registered or certified postpaid envelope addressed as follows:

To CRC: The City of Columbus Redevelopment Commission
Director
123 Washington Street
Columbus, Indiana 47201

To REI: REI Real Estate Services, LLC
11711 N. Pennsylvania, Suite 200
Carmel, Indiana 46032
ATTN: Lease Administrator

or if the address for notice of either party shall be duly changed as hereinafter provided, delivered or mailed as aforesaid, to such party at such changed address. Either party may at any time change its address for notices by delivering or mailing, as aforesaid, a notice stating the change and setting forth the changed address.

(b) No Joint Venture. Nothing contained in this Agreement shall constitute or be construed to be or create a partnership or joint venture between the CRC, its successors, or assigns, on the one part, and REI, its successors, or assigns, on the other part.

(c) Modifications. This Agreement cannot be changed or modified except by another agreement in writing signed by the parties hereto.

(d) Final Understanding. This Agreement constitutes all of the understandings and agreements of whatsoever nature or kind existing between the parties with respect to the subject matter hereof and merges with this Agreement any and all prior understandings and agreements, whether written or oral.

(e) Headings. The paragraph headings contained herein are for convenience and reference purposes only and are not intended to define, limit or describe the scope or intent of any provision of this Agreement.

(f) Third Parties. Any provision herein to the contrary notwithstanding, it is agreed that none of the obligations hereunder of either party shall run to, or be enforceable by, any party other than the parties to this Agreement.

(g) Governing Law. This Agreement shall be deemed to have been made and shall be construed and interpreted in accordance with the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Bartholomew County state courts, Bartholomew County, Indiana.

(h) Partial Invalidity. If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall at any time or to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term, covenant, condition and provision of this Agreement shall continue to be valid, binding and enforceable to the fullest extent permitted by law.

(i) Liens. Where permitted by law, REI hereby: (i) forever waives and releases any and all liens or claims or rights of lien under the laws or statutes of the State of Indiana relating to mechanic's, materialmen's, or similar liens on the Garages and on the monies or other consideration due or to become due from CRC on account of labor or services, material, fixtures, apparatus, or machinery heretofore furnished or which may be furnished at any time hereafter by REI; (ii) agrees to defend, hold harmless and indemnify CRC against any and all liens or claims or rights of lien under the laws or statutes of the State of Indiana relating to mechanic's, materialmen's, or similar liens on the Garages and on the monies or other consideration due or to become due from CRC on account of labor or services, material, fixtures, apparatus, or machinery heretofore furnished or which may be furnished at any time hereafter by any person or party rightfully claiming such lien by, through or under REI with respect to labor or services, material fixtures, apparatus, or machinery for which REI has been paid by CRC or reimbursed out of gross revenues, it being the intent that the foregoing indemnity obligation shall not apply in the event CRC does not pay for such services, either out of gross revenues or otherwise, in accordance with this Agreement; and (iii) agrees to execute and deliver to CRC any and all estoppel letters, sworn statements and lien waivers requested by CRC in connection with any sale or conveyance of, or any grant by CRC of a mortgage or similar interest in, the Garages, or

in connection with the making of payments required to be made hereunder to REI, including, without limitation, final lien waivers and sworn statements upon the termination of this Agreement.

(j) Approval of Contracts. Anything in this Agreement to the contrary notwithstanding, CRC shall have the right to approve each and every seller, contractor, or other vendor or supplier from whom REI intends to purchase or acquire any equipment, supplies or services of any kind whatsoever (including parking equipment, supplies, elevator maintenance services, equipment maintenance services, and general maintenance services), any part of the cost of which will constitute an operating expense or will otherwise be paid or payable directly or indirectly by CRC.

(k) Exhibits. All exhibits referenced herein are attached hereto and incorporated herein by reference.

(l) Additional Provisions.

PUBLIC CONTRACT FOR SERVICES; BUSINESS ENTITIES; UNAUTHORIZED ALIENS; E-VERIFY: REI does hereby certify and affirm that REI is not an unauthorized alien and does not, and will not, employ, contract with, or retain a person or persons who are unauthorized aliens as set forth in 8 U.S.C. §1324a(h)(3). Furthermore, the undersigned is in compliance with the E-Verify Program and Ind. Code § 22-5-1.7-1 *et seq.* as of the date hereof and will take the necessary steps to maintain compliance throughout the term of this Agreement. The undersigned also shall require any subcontractor it uses to file a current certification with the undersigned verifying that the subcontractor does not knowingly employ or contract with an unauthorized alien and has enrolled and is participating in the E-Verify program. REI understands that failure to comply with Ind. Code § 22-5-1.7-1 *et seq.* will result in termination of this Agreement.

DISQUALIFICATION OF CONTRACTS DEALING WITH THE GOVERNMENT OF IRAN: REI does hereby certify that REI has never and currently does not contract with the government of Iran for such business and services as defined in Ind. Code § 5-22-16.5-1 *et seq.* Furthermore, REI will take the necessary steps to maintain compliance with this statutory provision throughout the term of this Agreement. Failure to comply with this Subsection may result in termination of this Agreement.

(m) Funding.

REI hereby acknowledges receipt from CRC of the sum of Twenty Eight Thousand Five Hundred Eighteen and No/100 Dollars (\$28,518) as initial monies to commence its management and operation of the Garages as set forth herein. Said sum shall be: (i) treated and used as the Operating Expense Reserve Minimum until the Operating Expense Reserve Minimum shall be established in accordance with the terms and conditions of this Agreement; (ii) remitted to CRC, less any amounts paid by REI for the management and operation of the Garages as set forth in this Agreement, and less any amounts used to establish the Operating Expense Reserve

Minimum, within ninety (90) days after commencement of REI's work under this Agreement; and (iii) reported and accounted for in a monthly report to CRC.

[Signature page to follow.]

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

The City of Columbus Redevelopment
Commission

REI Real Estate Services, LLC

By: _____

By: _____

Printed: Kristen Brown

Printed: _____

Title: President

Title: _____

By: _____

Printed: Sarah Cannon

Title: Vice-President

By: _____

Printed: David Wright

Title: Secretary

Exhibit A

OPERATING PLAN

ASSUMPTIONS

- At this time, equipment for Jackson and 2nd Street Garage will not be activated
- The 2nd Street Garage pay-on-foot machine is transferred to Jackson Street Garage
- Garage open to the public on a 24/7 basis
- Ensure staffing hours are to a level to maintain the cleanest possible garages
- Establish parking office at either 2nd or Jackson Street garage
- Employee hours and supervisor will not change if/when equipment is activated and gates lowered
- If/when gates are lowered, staff limited to 4 hours daily on weekends, unless weekend hours become profitable enough to cover expenses

EMPLOYEES

During working hours, garage personnel will always be located on the properties to assist customers. Personnel should include:

- (1) Supervisor
- (3) Customer Service Representatives (CSRs)
 - Main focus is in assisting patrons
 - Perform cleaning and light maintenance (Since parking patrons use the parking spaces from morning to early evening and most cleaning and maintenance work is more efficiently executed after business hours, we would suggest CSRs shifts to start early in the morning and end late in the evening)
 - Add a level of additional security in the garage since they are uniformed.
 - Carry a cell phone to further help customers if needed.
 - On weekends, CSRs hours will mirror the USPS hours (A weekend shift will ensure garages are clean and maintained)
 - Replace sweeping and power washing vendors and complete tasks during working hours

PROPOSED EMPLOYEE HOURS

Employee	Days	Hours
CSR – 1st Shift - PT	Monday - Friday	5:00 a.m. – 9:00 a .m.
Supervisor	Monday - Friday	7:45 a.m. – 5:15 p.m.
CSR - 2nd Shift –FT	Monday - Friday	4:00 p.m. – Midnight
CSR – 1st Shift Weekend- PT	Saturday – Sunday	9:00 a.m. – 1:00 p.m.

JOB DESCRIPTION: SUPERVISOR

Supervisor performs garage supervisory duties and responsibilities in parking garages maximizing revenue and reducing expenses while ensuring excellent customer service. Employee will monitor and supervise daily operations, paperwork and employee related issues.

Employees

- a. Ensure that each employee is properly trained for their job title and description
- b. When necessary, update Garage SOP manuals in each location
- c. Act as a liaison between Human Resources and garage employees.
- d. Directly supervises 3 Customer Service Representatives

Garage Utilization

- a. Monthly, based on garage occupancy numbers, ensures leased and daily counters are appropriately set.
- b. Daily, oversell empty spaces to hit targeted and timed vacancy goals.
- c. Daily, inspect and count each garage's vacancy rate at peak occupancy time to ensure appropriate oversell. Keep a written log of vacant space during the peak occupancy times.

Billing

- a. Sign-up new leased parkers. Take new customers through contract process, collect initial payment, issue receipt, issue card, activate parker, add to reoccurring billing(accounting software) list and document on In-and Out List
- b. Terminate monthly parkers. Pull contract and write cancel date, write credit invoice, delete from reoccurring billing list and document on In-Out List
- c. On 15th of month, prepare for the monthly billing of leased parkers

Reporting

- a. Daily, complete a Daily Transaction Reconciliation Sheet and investigate missing tickets over 1%. Submit to supervisor.
- b. On the 15th, complete Leased (monthly) Reconciliation Sheet detailing differences between Billing List and computer access card status. Investigate all variances. Submit to supervisor.
- c. When needed, empty pay station, balance petty cash bins, pull computer ending report, ensure matching of daily cash collection, prepare and deposit funds and send report and deposit slip to accounting

Garage Process Assessment

- a. Forward revenue generating and expense reduction ideas to supervisor and owner

JOB DESCRIPTION: SUPERVISOR CONTINUED

Record Keeping

- a. Maintain an accurate Tenant Allocation Sheet depicting lease mandates
- b. Maintain an accurate Card List (if needed) denoting all issued access cards
- c. Maintain an accurate Reserved Parking list denoting all assigned spaces
- e. Maintain waiting list of potential monthly parkers
- f. Store in an orderly fashion all necessary documents in labeled boxes

Outstanding Receivables

- a. Collect all outstanding receivables and follow instructions from supervisor/owner regarding card deletion
- b. By the 10th, write-off any current delinquent parkers and delete from reoccurring list
- c. Notify supervisor if a charge is to be written off to Bad-Debt per Standard Operating Procedures

Garage Equipment

- a. Troubleshoot equipment problems including pay station, gate box, card access, roll gate, pay station and ticket dispensers. Engage appropriate vendors for repairs
- b. Troubleshoot doors, equipment and hardware.

Banking

- a. Withdraw parking deposits from office safe and act as courier to bank and wait for deposit slips. Attach deposit slips with daily reports and send to accounting

Auditing

- a. Periodically, perform surprise audit of events involving pre-pay cash
- b. Daily, investigate Exception Transaction Sheet for potential revenue leaks by leased and daily parkers or irregular parking activity. Report findings to supervisor.

Inspections

- a. Perform weekly cleaning inspections including stairs, lobbies and garage decks.

Additional Duties

- a. Assist owner with parking location issues, ancillary projects or assignments

JOB DESCRIPTION: CUSTOMER SERVICE REPRESENTATIVE

Employee acts as Customer Service Representative assisting parking patrons and performing cleaning, light maintenance and security functions. Position requires strong customer service skills. Position requires strong knowledge of garage equipment and their processes. Involves the ability to recognize and troubleshoot customer problems during their parking entrance and exit. Employee works under the direction of the garage supervisor.

- Greet every customer with enthusiasm and perform excellent customer service
- If necessary, operate appropriate count mechanisms to ensure facility is properly utilized
- Correctly follow location opening / closing directions
- Troubleshoot and correct if possible equipment malfunctions including pay station, gate boxes, card access, roll gate, fee and ticket dispensers
- Report any security or maintenance concerns to the appropriate security desk, police or garage supervisor
- Perform light snow removal duties
- Communicate well with fellow staff, tenants, supervisors and vendors, and maintain good personal relations with the aforementioned
- Perform daily, weekly and monthly assigned cleaning duties including sweeping, mopping, trash removal, equipment cleaning and other duties included on the Cleaning Schedule
- Perform light maintenance including light fixture bulb replacement and light general maintenance
- Perform other duties as assigned

FINANCIAL CONTROLS

AUDITING

CASHIER REPORT

After a cashier's shift, a fee computer tape is run and the cashier reconciles the actual tickets and monies on the report.

CASHIER AUDIT

The accounting clerk processes the cashier reports. Tickets are counted, with dates and times verified. Cashier reports are compared with the fee computer tapes to ensure accuracy. Any deviations are sent to manager for exploration.

RECONCILIATION REPORT

The garage manager generates report. Report includes:

1. Ticket reconciliation (including loose, void, lost, hold, and overnight)
2. Cashier reports consolidated
3. Counter numbers (including by-pass type numbers)
4. Non-resettable fee computer numbers (if available)
5. Beginning/ending ticket numbers

MONTHLY PARKING SUMMARY REPORT

Shows a snapshot of monthly/employee and transient users against the amount of total space available factoring in oversell percentages.

MONTHLY RECONCILIATION OF ACCESS CARDS

Access cards are reconciled against the number of billed and no-charge patrons and to the number of active cards in the system. Differences are explored and corrected.

EXCEPTION TRANSACTION REPORT

Each cashier by shift logs exception transactions on a daily report. The garage manager then consolidates the logs to a monthly report summarizing the results and exploring each occurrence.

ANTI-PASSBACK REPORT

The garage manager explores each occurrence and reports findings consolidated in a monthly report.

FINANCIAL CONTROLS

BUDGETING

Annually, REI will submit an operating budget of income and expenses along with a schedule of rates to the owner's representative for approval.

EXPENSES

All expenditure items must go through a two-level approval process. First, the invoice is coded and approved by the garage manager. Then the garage operations manager initials the invoice for the second approval. Pre-approved spending limits are set specifically to each location based on the Operating Budget.

RECORDS

Copies of books and records are stored for a period of three (3) years. Tickets are stored for one (1) year. All records are stored locally within a twenty-mile radius of Downtown Indianapolis. REI will make all financial reports available to the City of Columbus Parking Garage.

REPORTS

TYPE	FREQUENCY
Daily Report Summary	Monthly
Exception Report Summary	Monthly
Pass-Back Summary	Monthly
Budget Variance Report	Monthly
Purchase Journal and Cash Dist.	Monthly
Bank Reconciliation	Monthly
Cash Flow Report, Summary and Detail	Monthly
Operating and Capital Budgets	Annually
Maintenance Plan	Annually

Exhibit B

Monday – Friday	5:00 a.m. – midnight
Saturday – Sunday	9:00 a.m. – 1:00 p.m.