YOUR PROFESSIONAL PARKING COMPANY

AGREEMENT TO PROVIDE PARKING MANAGEMENT

TOWN OF MUNSTER, INDIANA - CENTENNIAL PARK
1005 SOUTH CENTENNIAL DR.
MUNSTER, IN

Submitted By:
Asta Parking Inc.
3020 NE 32 Avenue
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YOUR PROFESSIONAL PARKING COMPANY

April 19, 2022

Town of Munster, Indiana - Centennial Park
c/o Chuck Gardiner
1005 Ridge Road Munster, IN 46321
p. 708.606.7223 e. cgardiner@munster.org

Asta Parking, Inc. wishes to submit this proposal to **Town of Munster, Indiana - Centennial Park** to manage the Property located in **Munster, IN** as more specifically identified as **1005 South Centennial Dr Munster, IN 46321 or Folio No. 45-07-31-151-001.000-027.** Our professional services will positively reinforce your commitment and desire to provide the best service possible for its patrons. Our goal in pursuing this opportunity is to form a mutually beneficial and long-lasting relationship.

We have a specialized team dedicated to the parking lots we manage and operate. Our highly qualified staff is the key ingredient to our ongoing success, and we are proud that many of our team members have been with us for over 20 years. Asta Parking prides itself in achieving standards that set us apart from our competitors. With more than 200 team members for our parking operations and over 100 operational self- park locations, we are able to respond efficiently and, when needed we are able to "pull" staff that may be required to assist in high volume times. That team includes 24/7 Parking Compliance Officers and a Facility Maintenance Team.

Our portfolio consists of many well-known establishments along the eastern part of the United States, including Surface Parking Lots in Canada (Newfoundland), North Florida (Tallahassee), North East Florida (St. Augustine), Atlanta, Georgia, Key West, and the South Florida Region (West Palm Beach, Deerfield Beach, Fort Lauderdale, Hollywood, Miami, Miami Beach, Coral Gables). A list of some of our property owner references that we have had long term relations with is included in this introductory binder, and we encourage you to contact them personally.

Key Points Of This Proposal:

- **Introduce and Maintain a Professional Operation to The Parking Facility**

We look forward to the opportunity to personally review our proposal with you and answer any questions you may have. We are excited about managing the parking services, and we are looking forward to being your parking provider for many years to come.

Kind Regards,

Kash Patel - President - Asta Parking, Inc.

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This Agreement To Provide Parking Management (the "Agreement") is entered into as of _____ (hereinafter referred to as the "Execution Date") by and between Asta Parking Inc., a Florida corporation (hereinafter referred to as "Asta") **and Town of Munster, Indiana – Centennial Park** a _____ company **(hereinafter referred to as "Client")** with respect to Asta's agreement as set forth below to provide parking management services to **Client** at its property more specifically located at **1005 South Centennial Dr. Munster, Indiana 46231 or Folio No. 45-07-31-151-001.000-027** (hereinafter referred to as "Property" and described on the attached "Exhibit A").

Term:

The Term of this Agreement shall be three (3) years commencing upon the issuance of a Business Tax and/or Occupational License from the Town Of Munster, (hereinafter referred to as "the Town"), permitting Asta to commence the use of the Property as a pay-for-parking lot ("Commencement Date") and terminating at midnight three (3) years thereafter (hereinafter referred to as "Initial Term"). The Initial Term shall automatically renew every year for an additional period of one (1) year (each a "Renewal Term") unless terminated in accordance with this Agreement.

Description of Property:

The Property has been inspected by Asta and Asta has determined that the size is sufficient for its needs. The property consists of no less than one hundred and ninety (190) parking spaces.

Requirement / Scope of Work:

Pay for Parking Management:

Asta agrees to provide parking management services for the Property for the parking of motor vehicles and for no other purposes. The collection of revenues from the pay-for-parking operation will be via the use of revenue collection equipment and/or in-stock signage (payment by phone app), installed at Asta's sole cost and expense. Asta will install any and all in-stock signage necessary on the Property in Asta's sole discretion for visitors of the Property and the general area. The enforcement for non-paying customers or violators of the Property will be at the sole discretion of Asta via the use of parking notices, booting, towing and/or LPR (License Plate Recognition) system. Booting and towing would be used if the patron has unpaid parking notices.

At all times Client agrees to execute any and all documents reasonably necessary and/or required by the Town to assist Asta in any approval process that allows Asta to obtain a permit for the use of the Property as a pay-for-parking lot, if required. In the event the Town does not allow for such use, Asta may choose, at Asta's sole discretion, to terminate this Agreement immediately and this Agreement shall be of no further force and effect as to the Property.

See Exhibit D for additional Scope Of Work.

Profit Share:

All Lot Profit shall be split 80% to Client and 20% to Asta. Lot Profit shall be defined as:

(i) Transient and monthly parking charge revenues generated from the multi pay meter(s) and/or mobile payment app system less the following expenses:

See exhibit "B" for attached proforma.

a. Sales tax on the total gross revenues remitted to the Department of Revenue

b. Merchant service fees for credit card servicing across all processing platforms used; (estimated @ 4.5%). Actual merchant fees will be assessed at end of each month.

c. EMS Wireless Data fees: $85 per station in the event a meter is used

d. Payroll / Staff: If required

e. Meter equipment repairs / replacement including shipping costs (example: controller, ethernet card, keypad, etc) … all items will be cost for cost estimated to be $200 per year per meter

f. Insurance @ $47.40 per self-park space per year (Subject to annual adjustment when policy year renews)

g. Any municipal related fees (surcharges, etc)

(ii) Third party License Plate Recognition (LPR) commission from collected parking charge notice revenue net of collection fees. Commission paid to Asta by the LPR company is as follows:

35 % to Asta - Notices paid within 1-40 days
26.25% to Asta – Notices paid within 41-90 days
21% to Asta – Notices paid past 91 days and thereafter

(note: The above averages approximately 31% to Asta in shared revenue for the paid Parking Notices depending on when the Notices are paid by the consumer. The approximate 31% share is then added to the overall revenue for the parking operation and then split as per the share stated in the Agreement of 80% to Munster and 20% to Asta.)

Note the following expenses below that remain Asta's sole responsibility and not deducted from Lot revenue for purposes of the Profit Share:

a. Pay Meters and LPR Cameras and install

b. In-stock signage and posts (custom signs and post for tenant spaces are excluded. If custom signs are required, costs will be borne by Client)

c. Back office charges

d. Meter repairs labor

e. App technology

Asta shall be responsible for operational and capital costs associated with the pay for parking operation such as costs related to in-stock signage / posts and installation of same and pay meter mechanical equipment. These costs are the sole responsibility of Asta and not part of the expense costs as indicated above. All in-stock signs, posts, surveillance equipment, and pay meters shall be the property of Asta and shall be removed by Asta at the expiration of the Agreement.

Asta shall provide personnel for the purposes of troubleshooting and maintaining all Asta installed parking equipment on the Property.

All Revenue Share amounts owed shall be due by the 20th day of the following month. Revenue Share shall be prorated for any partial months.

Expenses Increase/Decrease:

The expenses deducted from revenue prior to Profit Share are passed through without mark-up and at cost. The expenses may be adjusted based on actual increases or decreases in costs; provided, however, Asta shall use its best commercial efforts to limit any increases hereunder as much as possible and Asta agrees to provide backup documentation for all increases if requested by Client in writing. Such costs and related documentation shall be auditable upon reasonable notice by an independent third party reasonably acceptable to Asta and Client. Client shall bear all costs associated for such audit, unless such audit reveals that Asta's increase was unwarranted, in which case Asta shall bear the reasonable costs of the audit and shall credit such to Client.

Access and Revenue Control:

All revenues will be collected thru multi space parking meters and/or parking app system. No attendants will collect cash at any time unless authorized to do so by Asta management.
Asta shall provide Client with detailed accounting for all revenues derived from the parking operation via credit card (or cash if applicable) and mobile app service. Upon written notice by Client, Asta shall also provide Client with any and all information regarding same within a reasonable timeline (not to exceed 14 business days).

Insurance:
Upon the Effective Date, Asta will deliver to Client a Certificate of Insurance evidencing its maintenance of commercial insurance coverage (which coverage shall be maintained, by Asta, in full force and effect throughout the Term if applicable and shall not be cancellable or subject to material modification without at least twenty (20) days prior written notice to Client), with the following coverage amounts with 'Town of Munster, 1005 Ridge Road, Munster, IN 46321' added on as "Certificate Holder" and "Additional Insured":

Below is our minimum insurance coverages:

General Liability:

$2,000,000	General Aggregate
$1,000,000	Each Occurrence
$1,000,000	Products and Completed Operations Aggregate
$1,000,000	Personal and Advertising Injury
$500,000	Fire Legal Liability (Any One Fire)
$500,000	Employee Theft Client Premises

Umbrella Liability:

$4,000,000	Excess Liability per Occurrence
$4,000,000	Aggregate

Garage Keepers:

$1,000,000 / $250,000 Per Vehicle	Garage Keepers Legal Liability (Per Location)
$5,000 Deductible / $10,000 Vehicle Theft	Self-Insured Retention-Combined per Occurrence for General Liability and Garage Keepers Legal Liability (Loss Costs included within the self-insured retention)

Workers Compensation:

$1,000,000	Each Accident
$1,000,000	Disease – Each Employee
$1,000,000	Disease – Policy Limits

Additional Requirements:

Asta will be responsible for all permits and licenses as may be required by applicable codes, ordinances, and statutes, subject to cooperation from Client, as necessary.

Asta and its employees will comply at all times with all applicable federal, state and local laws, rules and regulations.

Client, at its sole cost and expense, will promptly make all replacements (as opposed to repairs and maintenance) of capital items serving the Property including, but not limited to the landscaping replacement, removal or replanting, asphalt repair, lighting, parking stop replacement, or any hardscape maintenance, unless the need for any such replacement is caused by the negligence or willful misconduct of Asta or its agents or employees, in which event Asta will bear the cost of such repairs. In no event will Client be liable to Asta for failure to make any required replacement unless written notice of the need for such replacement has been delivered by Asta to Client and Client shall fail to make such replacement within a reasonable period after receipt of such notice. If Client fails to perform a required replacement or fails to repair a warranted item within a reasonable period after receipt of notice as set forth above, and so long as the correction of the problem is within Client's reasonable control, then Asta shall be entitled to an abatement of Profit

Share until such item or service is restored. Client will consult with Asta regarding the need for replacement of capital items.

Asta shall provide such service as an independent contractor and neither Asta nor any of its employees shall be deemed or considered an employee or agent of Client.

****Enforcement will be provided via parking charge notices. Towing or booting will only be utilized on an as needed basis agreed upon by Client and Asta****

Default:

If either party shall default in the performance of any of its obligations under this Agreement, then:

Monetary Default

In the event the default is caused by a monetary non-payment of any amount due under this Agreement, the only remedy for the non-defaulting party shall be to cancel this Agreement by giving written notice thereof to the defaulting party within twenty (20) business days of the default. If the defaulting party does not cure the default within ten (10) days of receipt of written notice, this Agreement shall be terminated effective as of the date of said Notice ("Notice of Termination") and be of no further force and effect. The defaulting party shall be required to pay all sums owed through the date of Termination.

Non-Monetary Default Capable of Being Cured

In the event the default is non-monetary in nature so long as the default is caused by Client and shall be capable of being cured, using good faith diligent efforts, within thirty (30) calendar days from the notice of default, the Agreement shall not be terminated; however, the Agreement shall be abated (with no Profit Share due from Asta to Client) until such time as the default is fully cured by Client. Any portion of the Term then in effect so abated hereunder shall be added to the Term of the Agreement.

So long as the default is caused by ASTA and shall be capable of being cured, using good faith best efforts, within thirty (30) calendar days from the notice of default, the Agreement shall not be terminated. In the event the default is caused by ASTA, Profit Share shall be owed during the cure period.

Non-Monetary Default Incapable of Being Cured

In the event for any reason any default is not capable of being cured, using good faith best efforts, within thirty (30) calendar days of the notice of default, then in that event the non-defaulting party may or may not, in its sole discretion, choose to waive the default or to terminate the Agreement, in writing, which termination shall be effective immediately upon the date of said Notice ("Notice of Termination").

Notwithstanding the foregoing, in the event that Client is unable to provide quiet enjoyment or use of the Property as contemplated by the terms of this Agreement for any reason,

including, without limitation, civil commotion, the implementation of travel, movement, and large-gathering restrictions by federal, state or local government, or through an act of God or any other cause reasonably beyond the control of Client and not caused by the direct action or inaction of Asta ("Force Majeure"), then in that event all performance obligations of Asta, including without limitation Profit Sharing and the services to be provided under Requirement / Scope Of Work/ Profit Share above, during said period shall be abated and the length of any such abatement period shall be automatically added to the then current Term.

Taxes:

All property taxes and assessments related to the Properties shall be paid by Client. Asta shall only be responsible to remit any sales tax related to its parking operations per the terms of this Agreement.

Termination:

Either Asta or the Client shall have the right to terminate this Agreement, with or without cause, upon thirty (30) days advance written notice to the non-terminating party at its address set forth hereinabove (or to such address as may be specified by either party hereto by written notice to the other).

Miscellaneous Provisions:

a) **Time:** Time is of the essence as to the performance of all terms, conditions, provisions and obligations of this Agreement and the precise performance of each term, condition, provision and obligation at the precise time stated herein is of absolute importance. The failure to perform on time is a default under the terms of this Agreement.

b) **Assignment:** Neither Asta nor Client shall have the right to assign, sell or transfer its respective interest in this Agreement without the prior written consent of the other party, which consent may not be unreasonably conditioned, withheld or delayed. Any proposed assignee of Asta shall have a comparable financial condition and operating experience as Asta has as of the date of this Agreement.

c) **Notices:** All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the party to be notified, (b) when sent by confirmed electronic mail or facsimile if sent during normal business hours of the recipient, and if not so confirmed, then on the next business day, with a copy mailed via U.S. Mail, (c) upon receipt or first refused delivery after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) upon receipt or first refused delivery after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be sent:

Notices will be addressed as follows:

Client: Town of Munster, Indiana - Centennial Park
c/o Dustin Anderson, Town Manager
1005 Ridge Road, Munster, IN 46321
p. 219-836-6905
e. danderson@munster.org

Asta: Asta Parking, Inc.
3020 Ne 32 Avenue, Ste 326
Fort Lauderdale, Florida, 33308
Fax (954) 564-6006
kash@astaparking.com

d) **Litigation:** In any litigation arising out of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees incurred through pre-trial, trial, appeal and/or bankruptcy. The parties agree that the Court in which such proceedings were conducted may determine attorney fees to the prevailing party based on affidavits submitted by the respective parties without the necessity for presenting "live" expert witness testimony.

e) **Governing Law:** This agreement shall be construed, enforced and interpreted under the laws of the State of Indiana.

f) **Venue:** In any litigation arising out of or related to this Agreement, sole and exclusive venue shall be exclusively in Lake County, Indiana.

g) **Pronouns:** All pronouns and variations thereof shall be construed so as to refer to the masculine, feminine, neuter, singular or plural form thereof, as the identity of the person or persons as the situation may require.

h) **Counterparts/Fax Signatures:** This Agreement may be executed in one or more counterparts each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same agreement which may be sufficiently evidenced by one such counterpart. Signatures may be given via facsimile transmission or electronic mail and shall be deemed given as of the date and time of the transmission by fax or electronic mail to the other party and shall be treated as originals.

i) **Titles/Captions:** The title or captions of each paragraph and subparagraph of this Agreement are inserted for convenience and reference only and they neither form a part of this Agreement nor are they to be used in the construction or the interpretation hereof.

j) **Entire Agreement; No Representations:** This Agreement, together with all Exhibits and Addenda attached hereto, (collectively referred to as the "Agreement") supersedes and replaces all prior and contemporary oral and written understandings, agreements and representations between the parties and it is mutually understood and agreed that the Agreement represents the entire agreement between the parties hereto and no representations or inducements prior hereto which are not included and embodied in this Agreement shall be valid, enforceable or admissible as evidence in any litigation arising out of this Agreement. As the parties agree that this Agreement is the product of negotiation between them, the parties further agree that any ambiguities contained in this Agreement shall not be construed against any party as the drafter.

This Agreement shall not be construed in favor of or against any party hereto, but shall be construed as if any parties prepared this Agreement. This Agreement shall inure to the benefit of, and the binding upon, each and every one of the parties hereto, and their heirs, personal representatives assign, and other successors in interest of each party hereto. Any term, provision, covenant, or condition of this Agreement shall remain in full force and effect and shall in no way be affected, impaired, invalidated or modified other than by agreement in writing by both parties herein.

k) **Severability:** If any part of this Agreement violates a provision of law, the law will control. The remaining part of this Agreement will remain in full force and effect. Without limiting the generality of the foregoing it is the intention of the parties hereto that all provisions of this Agreement be given full force and effect and be enforceable strictly in accordance with their terms. If the unenforceable part or parts cannot be so modified such part or parts will be unenforceable and considered null and void in order that the mutual paramount goal, that this Agreement be enforced to the maximum extent possible strictly in accordance with its term, can be achieved.

l) **Modifications:** This Agreement shall not be modified except in writing subscribed to by all parties and referencing this Agreement.

m) **Non-Disturbance By Client:** Client shall use its good faith efforts to obtain a fully executed non-disturbance agreement in the form attached hereto as Exhibit "C" from any Mortgagee now, or at any time hereafter encumbering the premises, recognizing this Agreement and Asta's right to possess the Property under this Agreement.

n) **Subordination By Asta:** Asta hereby subordinates its rights hereunder to the lien of any mortgage or mortgages or the lien resulting from any other method of financing or refinancing, now or hereafter in force against the Property and to all advances made or hereafter to be made upon the security thereof. This shall be self-operative and no further instrument of subordination shall be required by any Mortgagee. However, Asta, upon request of any party in interest, shall execute

promptly such instrument or certificates to carry out the intent hereof as shall be required by Client.

o) **Estoppel Certificate:** Within ten (10) days after request by Client, or in the event that upon any sale, assignment or hypothecation of the Property and/or the land thereunder by Client an estoppel certificate shall be required from Asta, Asta agrees to deliver, in recordable form, an estoppel certificate to any proposed mortgagee or purchaser or to Client certifying (if such be the case) that this Agreement is in full force and effect, whether this Agreement has been amended, whether there are any known uncured defaults by Client of its obligations under this Agreement and that there are no defenses or offsets thereon or stating those claimed by Asta.

p) **Attornment**: Asta shall, in the event of a sale or assignment of Client's interest in whole or in part in the Property / Premises, or if the Property / Premises or such building comes into the hands of a mortgagee, ground lessor or any other person, whether because of a mortgage foreclosure, exercise of a power of sale under a mortgage, termination of the ground lease or otherwise, attorn to the purchaser or such mortgagee or other person and recognize the same as landlord hereunder. Asta shall execute, at the Client's request, any attornment agreement required by any mortgagee, ground lessor or other such person to be executed, containing such provisions as such mortgagee, ground lessor or other person requires.

q) **Financing Agreements:** Asta shall not enter into, execute or deliver any financing agreement that can be considered as a priority to any mortgage or deed or trust that Client may have placed upon the Property.

r) **Survival:** Any provision that must survive in order to give proper effect to its intent shall survive the expiration or earlier termination of this Agreement for the period specified in the applicable provision or, if no period is identified, for a period of twelve (12) months after such expiration or termination.

s) **ADA Compliance:** Client shall, at its expense, be responsible for performance of the alterations, improvements and additions that Client deems necessary and/or as may be required by the Americans With Disabilities Act and payment of architectural, engineering or consulting fees with respect thereto.

t) **Authority:** Any person executing this Agreement on behalf of a corporation, partnership or estate warrants that he or she has been duly authorized by such entity or estate to execute this Agreement on its behalf pursuant to duly adopted resolutions, order or the court or some other document or agreement empowering him or her to do so.

You can reach Kash Patel with Asta Parking Inc. at (954)-214-3830 or kash@astaparking.com.

Accepted by:
_____(Signature)
Town of Munster, IN / Centennial Park (Client)
Print Name**:** _____
Title: _____
Date: _____

Accepted by:
_____(Signature)
Asta Parking Inc. (Asta)
Print Name: Prakash Patel
Title: President
Date: _____

Exhibit "A"

Folio No. 45-07-31-151-001.000-027

Property Address: 1005 South Centennial Park Dr. Munster, IN 46321

Exhibit "B"

Parking Space Allocation / Estimated Revenue

ASSUMPTIONS		
Vehicles Utilizing Parking Stalls	Monthly	20,000
	Per Day	641
Non-Resident Utilization (50%)	Monthly	10,000
Apr / Oct	Per Day	320
May-Sep (Peak Months) % Increase	30%	416
Average Stay	Hours	2
	Hours - Events	3
Non-Resident Hourly Rate	Proposed / Option A	$2
	Option B	$3
	Options C / D	$4
Resident Season Pass Rate	Proposed - Ea Addt'l Veh	$20
	Option A	$10
	Option B / D	$50
	Option C - Max 2 Veh	$0
Non-Resident Season Pass Rate	Proposed	$120
	Option A	$200
	Option B	$300
	Option C	$400
	Option D	$300
# Season Passes	Proposed - Addt'l Veh	250
	Option A Resident	500
	Option B / D Resident	300
	Proposed Non-Resident	100
	Option A Non-Resident	75
	Option B Non-Resident	50
	Option C Non-Resident	25
	Option D Non-Resident	50
Events (190 spaces less 50 passholders)	# of Events	15
	# of Vehicles per Event	140
Event Hourly Rate	Proposed / Option A	$4
	Option B / C / D	$5
Daily Rate	Proposed	$5
	Option A Non-Resident	$10
	Option B Non-Resident	$12
	Option C Non-Resident	$15
	Option D Non-Resident	$12
	# of Vehicles per Day	40

CENTENNIAL PARK PROJECTED REVENUES (APRIL-OCTOBER)

	Proposed	Alternative Option A	Alternative Option B	Alternative Option C	Alternative Option D (Suggested by Asta)
Hourly Rate	$2	$2	$3	$4	$4
Daily Rate	$5	$10	$12	$15	$12
Event Hourly Rate	$4	$4	$5	$5	$5
Season Pass Rate - Resident	$0 1st / $20 each addt'l	$10	$50	$0-Max 2 Veh	$50
Season Pass Rate - Non-Resident	$120	$200	$300	$400	$300
Revenues					
Hourly Parking - Apr & Oct	$ 78,080	$ 78,080	$ 117,120	$ 156,160	$ 156,160
Hourly Parking - May thru Sep	254,592	254,592	381,888	509,184	509,184
Daily Rate Parking	42,800	85,600	102,720	128,400	102,720
Event Hourly Parking	25,200	25,200	31,500	31,500	31,500
Annual Passes - Resident	5,000	5,000	15,000	-	15,000
Annual Passes - Non-Resident	12,000	15,000	15,000	10,000	15,000
Gross Revenues	**$ 417,672**	**$ 463,472**	**$ 663,228**	**$ 835,244**	**$ 829,564**
Expenses					
Sales Tax (7%)	27,324	30,321	43,389	54,642	54,271
Merchant Fees (4.5%)	18,795	20,856	29,845	37,586	37,330
EMS Meter Monthly Fees ($85/mo)(8qty)	8,160	8,160	8,160	8,160	8,160
Insurance (current rate $47.40/yr/spc)	18,439	18,439	18,439	18,439	18,439
Meter Parts ($200/yr * 8 meters)	1,600	1,600	1,600	1,600	1,600
Municipal Fees/Surcharges (if any)	-	-	-	-	-
Total Expenses	**$ 74,318**	**$ 79,375**	**$ 101,433**	**$ 120,427**	**$ 119,800**
Net Revenue before Share Split	**$ 343,354**	**$ 384,097**	**$ 561,795**	**$ 714,817**	**$ 709,764**
Due City of Munster 80% Share	**$ 274,683**	**$ 307,277**	**$ 449,436**	**$ 571,854**	**$ 567,812**

QUESTIONS	RESPONSE:
1. What is the best way to get residents signed up and have their pass?	1. An online link will be available to register.
2. Cost to have either Clerk's Office or Park Office do all of the inputting?	2. Not necessary. Information provided when register online.
2a. Need to have proof purchaser resides in town or pays property tax.	2a. Zip code/Valid ID and/or address would have to be entered when purchasing online.
2b. Own the vehicle (Work owned cars)	2b. ?
3. Can we rely on app to do the work and have the residents do the inputting?	3. Yes. See above #1.
4. Cost of the purchase and installation of the parking kiosk? And Signage.	4. No cost to the City.
4a. Can signage also help in QR Code directing people to register/pay?	4a. Yes. Signage will have appropriate QR code and weblink listed.
5. Cost to have park employee be able to drive (small vehicle or golf cart) through	5. Not necessary. Fixed LPR camera system installed at entrances/exits will handle the
5a. Confirm that park personnel can process tickets. (Portable printer)	5a. Not necessary. Fixed LPR camera system installed at entrances/exits will handle the
6. Find a parking system company that is compatible to current Town (Police)	6. Not necessary. Fixed LPR camera system installed at entrances/exits will handle the

SUGGESTIONS ON HOW TO APPROACH:	RESPONSE:
1. Golf Course patrons	1. Can register at the Golf Course lobby entrance and receive validation.
2. Dog Park patrons	2. Handled through Season Passholder status.
3. Centennial Village businesses so they do not get more people parking in their	3. Let's discuss further.
4. What would be the cost of the fine/violation?	4. $53. Higher if not paid within 14 days. TBD
4a. Can it be different for Residents / Non-Residents?	4a. Yes.

Exhibit "C"

Asta Parking Management – Centennial Park Munster, IN / Q&A

i) Park by App (QR Code):

For permits will the credit card address need to correspond with residence address to verify they are a resident Yes…this can be done during the verification process, our back-end office staff or City staff can verify the ID, or we can verify just the zip code of the CC.

Should they use an approval process from someone in their office? City staff can also be used for the verification process (Limit one per address – 2nd + are charged)

Coupon code for validation system at golf pro shop, ideas for this? (re: golfers don't have to go into the pro shop) – A patron would scan the QR code and register their vehicle upon arrival. They would then need to go to pro shop and receive validation. they have people purchase a bucket of golf balls and go straight to 'tee cage?' – they don't play the golf course. For this, there could be a sign at the tee cage allowing the patron to scan their QR code and receive the validation.

ii) Legal language:

To include if we are an "agent" of the city and how will that read in the agreement? (Private Entity running a public lot for a municipality) – in general and having to do with towing. In general, we would be a vendor of the city. Within our vendor agreement, there would be authorization given to the city to conduct the verification process for resident permits and to conduct towing, if required.

iii) After Hours:

Park closes dawn to dusk; how would this affect the process?

The local police will patrol after hours and handle towing as well, police will generate their own ticket) or the LPR system can issue parking notices to those folks who park after say 10pm even though they paid to park.

iv) Electric Specifications:

Cameras in these approximate locations would be connected via conduit and CAT6 cable to a closet or utility box where our server will require power. We prefer to have our utility box as close to the power source as possible.

v) LPR System:

Real time pictures:

vi) Signage Pictures & Map:

Entrance and map signage placement. (North and South Lot)

5 Meters green square
5 Pay Here signs blue square
7 Payment options signs red square
2 Parking instructions signs Yellow square

4 Meters green square, 4 Pay Here signs blue square, 5 Payment options signs red square, 7 double sided Payment options signs pink square
2 Parking instructions signs Yellow square

PARKING INSTRUCTIONS

1. PARK
2. PAY BY PLATE VIA APP OR METER
3. FAILURE TO PAY IN ADVANCE OR EXPIRED TIME WILL RESULT WITH A PARKING NOTICE AND/OR BOOTING AND/OR TOWING.

ASTA PARKING

PARK BY APP

SINCE 1989 / 888-764-ASTA

PAY HERE

INSTRUCTIONS

1. Pay Via App Or Meter In Advance
2. Enter License Plate At Meter
3. No Change Given
4. No Refunds
5. No Oversized Vehicles
6. Park In Between The Lines
7. Enforced 24 / 7

OR

PARK BY APP

Download ParkByApp

App Store / Google Play

or go to

ParkByApp.com

OR CALL TO MAKE PAYMENT 844-320-1APP

ZONE

OPERATED BY

ASTA PARKING INC.

PLEASE NOTE

FAILURE TO PAY IN ADVANCE OR EXPIRED TIME WILL RESULT WITH A PARKING NOTICE AND/OR BOOTING AND/OR TOWING. ADA ACCESSIBLE VEHICLES MUST PAY.

12”

18”

ADA ACCESSIBLE VEHICLES MUST PAY TO PARK

PROFESSIONAL
Parking Management

PARKING CHARGE:	$85.00
REDUCED CHARGE:	$45.00
STATE SALES TAX:	$%%
TOTAL AMOUNT DUE:	$$$

NOTICE TYPE:	%%NOTICETYPE%%
NOTICE NUMBER:	0123456789
NOTICE DATE:	00/00/0000
PLATE:	SAMPLE
STATE:	FL
ENTRY TIME:	00/00/0000 - 00:00:00
EXIT TIME:	00/00/0000 - 00:00:00

PARKING CHARGE NOTICE - DO NOT IGNORE

This vehicle parked at 123 ANYWHERE ST, ANY TOWN, FL 12345 has an outstanding balance. In accordance with the terms and conditions of the Parking Contract clearly displayed at the parking facility, the sum of $85.00 plus any applicable state sales tax and/or parking surcharge is due. **If payment is made within 15 days of the Notice date, Professional Parking Management Corp. will reduce the amount you owe from $85.00 to $45.00 plus any applicable state sales tax and/or parking surcharge.** If payment is not received within 15 days, you will be responsible for the full Parking Charge in the amount of $85.00 plus any applicable state sales tax and/or parking surcharge.

FAILURE TO PAY THIS PARKING CHARGE NOTICE MAY RESULT IN THIS MATTER BEING REFERRED TO COLLECTIONS AND POSSIBLE FURTHER LEGAL ACTION.

To make your payment, please visit our secure website **www.ParkingPayments.com**. You may also pay through our automated payment line (844) 999-7275, or by mailing a check to Professional Parking Management Corp. 1314 East Las Olas Blvd. Suite 405, Fort Lauderdale, FL 33301. You will be charged a $3.99 convenience fee for all online and telephone payments.

ENTRY

EXIT

Important: This notice is an attempt to collect a debt, and any information obtained will be used for that purpose. You have the right to dispute the debt. Disputes can be made online at www.ParkingPayments.com. If you have already sent payment, please disregard this notice.

PROFESSIONAL
Parking Management

PARKING CHARGE:	$85.00
STATE SALES TAX:	$%%
TOTAL AMOUNT DUE:	$$$

NOTICE TYPE:	%%NOTICETYPE%%
NOTICE NUMBER:	0123456789
NOTICE DATE:	00/00/0000
PLATE:	SAMPLE
STATE:	FL
ENTRY TIME:	00/00/0000 - 00:00:00
EXIT TIME:	00/00/0000 - 00:00:00

PARKING CHARGE NOTICE - REMINDER

This vehicle parked at 123 ANYWHERE ST, ANY TOWN, FL 12345 has an outstanding balance. In accordance with the terms and conditions of the Parking Contract clearly displayed at the parking facility, the sum of $85.00 plus any applicable state sales tax and/or parking surcharge is due.

FAILURE TO PAY THIS PARKING CHARGE NOTICE MAY RESULT IN THIS MATTER BEING REFERRED TO COLLECTIONS AND POSSIBLE FURTHER LEGAL ACTION.

To make your payment, please visit our secure website **www.ParkingPayments.com**. You may also pay through our automated payment line (844) 999-7275, or by mailing a check to Professional Parking Management Corp. 1314 East Las Olas Blvd. Suite 405, Fort Lauderdale, FL 33301. You will be charged a $3.99 convenience fee for all online and telephone payments.

ENTRY

EXIT

Important: This notice is an attempt to collect a debt, and any information obtained will be used for that purpose. You have the right to dispute the debt. Disputes can be made online at www.ParkingPayments.com. If you have already sent payment, please disregard this notice.

PROFESSIONAL
Parking Management

PARKING CHARGE:	$85.00
STATE SALES TAX:	$%%
TOTAL AMOUNT DUE:	$$$

NOTICE TYPE:	%%NOTICETYPE%%
NOTICE NUMBER:	0123456789
NOTICE DATE:	00/00/0000
PLATE:	SAMPLE
STATE:	FL
ENTRY TIME:	00/00/0000 - 00:00:00
EXIT TIME:	00/00/0000 - 00:00:00

PARKING CHARGE NOTICE - FINAL NOTICE

This vehicle parked at 123 ANYWHERE ST, ANY TOWN, FL 12345 has an outstanding balance. In accordance with the terms and conditions of the Parking Contract clearly displayed at the parking facility, the sum of $85.00 plus any applicable state sales tax and/or parking surcharge is due.

FAILURE TO PAY THIS PARKING CHARGE NOTICE MAY RESULT IN THIS MATTER BEING REFERRED TO COLLECTIONS AND POSSIBLE FURTHER LEGAL ACTION.

To make your payment, please visit our secure website **www.ParkingPayments.com**. You may also pay through our automated payment line (844) 999-7275, or by mailing a check to Professional Parking Management Corp. 1314 East Las Olas Blvd. Suite 405, Fort Lauderdale, FL 33301. You will be charged a $3.99 convenience fee for all online and telephone payments.

ENTRY

EXIT

Important: This notice is an attempt to collect a debt, and any information obtained will be used for that purpose. You have the right to dispute the debt. Disputes can be made online at www.ParkingPayments.com. If you have already sent payment, please disregard this notice.

Exhibit "D"

Additional Scope Of Work

1. A hybrid version (app based and on-site machines) shall be implemented at both the north and south parking lots at Centennial Park in Munster, Indiana.
2. The daily fees charged shall be $2/hour and $5/day. Rates may be changed from time to time at Clients discretion.
3. The annual parking passes shall be available to Town of Munster residences at no charge for a maximum of two (2) reserved household.
4. For Town of Munster resident households (those within the 46321zip code) wanting to register more than 2 vehicles, the annual price per vehicle beginning with vehicle #3 would be $20 per calendar year.
5. For non-residents of the Town of Munster (outside the 46321zip code), the cost for an annual pass would be $120 per vehicle per calendar year.
6. Enforcement would be included as part of the contract. The suggested Parking Notice charges shall be:
   1st Notice $45 – If paid within 15 days of Notice Date
   2nd Notice $85 – If paid after 16 days and thereafter of Notice date
7. Detail the shared split of the enforcement fees to all parties in the contract. See Section "Profit Share / ii."
8. An "out clause" is provided in the contract. See Section "Termination Clause"
9. Detail the percentage for merchant fees that will be used in the contract. See Section "Profit Share / i.b." An actual breakdown will be provided after the monthly cycle.
10. How often will the Town receive shared payments and when? All Revenue Share amounts owed shall be due by the 20th day of the following month.
11. Insurance will need to name the 'Town of Munster, 1005 Ridge Road, Munster, IN 46321' as additional insured.
12. In the proforma, there are not to be any municipal fees/surcharges at this point.
13. The Agreement is contingent upon a review by the Town attorney.

Additional questions and comments to determine implementation.

1. How do we add a license plate for staff or Town owned vehicles? A link can be provided to the Town to register staff and Town owned vehicles.
2. Would the Town have access to enter plates or issue one day coupon codes as needed? A link can be provided where LPNs may be registered. The link can have a set amount of hours associated with it.
3. Can we add a 'coupon code' that can only be used for so many times for a shelter rental at the park? Let's say they enter the coupon code and once it's used 50 times, it will no longer work. This would also work for events where we have a large amount of vendors in the park with vehicles like an outside craft vendor show. Yes
4. Can we create unique 'coupon codes', on demand, for validation of parking at the golf pro shop for golfers? Yes
5. There will be some golfers and dog park memberships who would receive a free annual parking pass that may live in Munster or may be non-residents. How would we enter those people into the system or allow the customer to enter themselves and someone with the

Town verify's their current membership? The member would register through the permit link. The permit would remain in a pending status until someone with the Town approves the permit.

6. What is the process for changing the rates either for a specific day or even only for a few hours during a special event at the park? Can that be controlled at the Town or do we need to coordinate that with you? Coordinate with Asta. Notifications may be sent ahead of time for calendaring purposes.
7. Please see sample of the parking violation notices that would get sent out on Exhibit C
8. "Handicapped parking" shall be referred to "ADA Accessible" spaces.
9. The signage may include reference of the Property as a "public property".
10. When do you think everything could be installed and up and running? Within 30 days of signing of the Agreement or issuance of permit and installation of electric power. The exact date will be determined once the meter equipment is ordered, and a confirmation of a delivery date is given.