



ORIGINALS

February 21, 2013

Milwaukee County
Department of Administration – Facilities Management
901 N 9th Street, Room G1
Milwaukee, Wisconsin 53233

Re: Request for Proposal – RFP# 938001

Dear Milwaukee County:

We are pleased to present our enclosed offer for lease of the 6th and State Street parking lot as a response to your RFP #938001. **Please note our optional offer to replace the entire parking lot, due to its eroding condition, at a cost of approximately \$150,000 to \$175,000.**

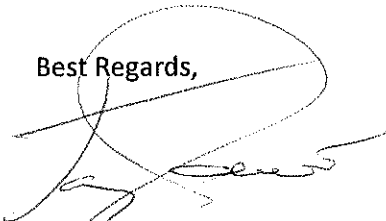
The contact information for this proposal is:

Interstate Parking Company LLC
Tony Janowiec, Principal
710 N Plankinton Avenue, Suite 207
Milwaukee, WI 53203

E – tjanowiec@interstateparking.com
P – (414) 274-2861
M – (608) 566-9155

The contents enclosed in this package includes 1 original and 3 copies of our RFP response including required attachments. We look forward to the results of the award.

Best Regards,



Tony Janowiec
Principal

ATTACHMENT A

Bid Submission Form

Milwaukee County Department of Administrative Services
 Facilities Management Division
 601 North State Street Parking Lease and Parking Lot Operation
 RFP # 938001

TO:
 Milwaukee County Clerk's Office
 901 North 9th Street Room 105
 Milwaukee, Wisconsin 53233

I, Interstate Parking Company (Bidder) acknowledge receipt of the Milwaukee County Department of Administrative Services - Facilities Management Division Request for Proposals for 601 North State Street Parking Lease and Parking Lot Operation and submit the following proposal in response thereto:


A. Bid Format

Year	<u>Minimum bid/year</u>	<u>Additional bid amount</u>	<u>Total Bid</u>
2013	\$300,000	\$6,022.00	\$306,022.00
2014	\$300,000	\$6,022.00	\$306,022.00
2015	\$300,000	\$6,022.00	\$306,022.00
2016 if renewed/extended	\$300,000	\$10,522.00	\$310,522.00
2017 if renewed/extended	\$300,000	\$10,522.00	\$310,522.00
Totals	\$1,500,000.00	\$39,110.00	\$1,539,110.00

Plus Ten Percent (10%) sales revenue in excess of \$350,000 per lease year. Payable annually, 30 days after the end of each lease year. *Please refer to Section IV.C. for additional percentage rent compensation offer (page 10 of Proposal).

B. Site Visit Verification

The scheduled Site Visit prior to bid submission is optional. The scheduled site visit will be held at the Premises on February 07, 2013. All Bidders though must certify that they have visited the site by providing this verification with their bid.

SITE INSPECTION VERIFICATION	
I <u>Interstate Parking</u> , Bidder, visited the Premises site this <u>6</u> day of <u>February</u> 2013.	
<u>Tony Janowiec</u> Name	 Signature
Title: <u>Principal</u>	

C. References

Along with actual reference narrative, please fill out the chart below.

Name/ Company	Contact Person and Title	Contact Info (telephone, e- mail)	Relationship/type of contract	Years	Estimated Contract Value
Williams Dev	Charles Biller	414-272-7700	Parking Lease/Mgmt	> 3 years	See RFP
PAK Properties	Rich Pekonen	651-224-6801	Parking Lease/Mgmt	> 3 years	See RFP
John Kersey Zilber, Ltd.	John Kersey	414-274-2861	Parking Lease/Mgmt	> 3 years	See RFP

ATTACHMENT B

Acknowledgements and Conditions

- a. The Proposer acknowledges that it has received and read the RFP and other attachments to the RFP, and the terms thereof are incorporated by reference in its Bid. The Proposer agrees that if its Bid is accepted, the Proposer will enter into a Lease Agreement with Milwaukee County.
- b. By submission of its response to this RFP, the Proposer authorizes Milwaukee County to contact any and all parties having knowledge of the Proposer's operations and financial history, and hereby authorizes all parties to communicate such knowledge or information to Milwaukee County.
- c. This Bid constitutes a firm offer and individual(s) listed below have authority to make this Bid as a firm offer. This offer shall be held firm and open for a period of three (3) months, effective beginning the date bids are opened.
- d. Proposers are advised to base their bid only upon the matters contained in this RFP and in any written clarifications (via addenda or answers to bidders' questions) issued by Milwaukee County and disseminated to all Proposers on Procurement website. Any questions about the bid must be submitted in writing prior to the scheduled deadline in the RFP as amended in any notice or on the Procurement website for this RFP. Only questions, which in Milwaukee County's sole judgment materially affect the RFP, will be clarified in writing by Milwaukee County and posted to Procurement website and/or with copies sent to all Proposers. Only such written clarifications to the RFP or the RFP document itself can be relied upon in the preparation and submittal of bids.
- e. Any costs or expenses incurred in the development of a bid in response to this RFP will be borne entirely by the Proposer.
- f. The information provided in this RFP and any subsequent addenda or related documents are provided as general information only. Milwaukee County makes no representations or warranties that the information contained herein is accurate, complete or timely. The furnishing of such information by Milwaukee County shall not create any obligation or liability whatsoever, and each Proposer expressly agrees that it has not relied upon the foregoing information and that it shall not hold Milwaukee County Liable.
- g. By submission of its bid, the Proposer acknowledges that from and after the Lease Agreement commencement date, the sole basis for the right to operate the parking lot as specified in this RFP is by award of the Lease Agreement.
- h. Milwaukee County is soliciting competitive bids that such a process best serves the interests of Milwaukee County and the general public. The Bidder acknowledges Milwaukee County's right to accept or to reject any or all bids, to withdraw or amend this RFP at any time, to initiate negotiations with one or more Bidders, to modify or amend with the consent of the Bidder any bid prior to acceptance, to waive any informality to effect any agreement otherwise, all as Milwaukee County in its sole judgment may deem to be in its best interest.

- i. **Non-Collusion Provision.** The undersigned certifies under penalties of perjury that this bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.
- j. The Bidder acknowledges that it has read, understood, and agrees to be bound by, all of the terms and conditional set forth in this RFP and any amendments, in its entirety.

Interstate Parking Company
Name of Business _____ Date 2/21/2013
[Signature]
Signature of individual submitting bid _____
Tony Janowiec, Principal
Printed Name and Title _____

DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION

The attached material submitted in response to the Request for Proposal # 938001 includes proprietary and confidential information, which qualifies as a trade secret, s provided in s. 19.36(5), Wis. Stats. Or is otherwise material that can be kept confidential under the Wisconsin Open Records Law. As such, we ask that certain pages, as indicated below, of this bid/proposal response be treated as confidential material and not be released without our written approval.

Prices always become public information and therefore cannot be kept confidential.

Other information cannot be kept confidential unless it is a trade secret. Trade secret is defined in s. 134.90(1)(c). Wis. Stats. As follows: "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique or process to which all of the following apply:

1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.
2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

We request that the following pages not be released:

Section	Page #	Topic
<u>Exhibit "A" Tax Returns</u>	<u>51</u>	<u>Tax Returns</u>

IN THE EVENT THE DESIGNATION OF CONFIDENTIALITY OF THIS INFOMRATION IS CHALLENGED, THE UNDERSIGNED HERBY AGREES TO PROVIDE LEGAL COULSEL OR OTHER NECESSARY ASSISTANCE TO DEFEND THE DESIGNATION OF CONFIDENTIALITY AND AGREES TO HOLD MILWAUKEE COUNTY HARMLESS FOR ANY COSTS OR DAMAGES ARISING OUT OF MILWAUKEE COUNTY'S AGREEMENT TO WITHOLD THE MATERIALS.

Failure to include this form in the Request for Proposal may mean that all information provided as part of the proposal response will be open to examination and copying. Milwaukee County considers other markings of confidential in the proposal document to be insufficient. The undersigned agrees to hold Milwaukee County harmless for any damages arising out of the release of any materials unless they are specifically identified above.

Company Name Interstate Parking Company LLC
Authorized Representative [Signature] Signature

Authorized Representative Tony Jenowiec Type or Print

Date 2/21/13

Milwaukee County
Department of Administration - Facilities Management
901 N 9th Street, Room G1
Milwaukee, WI 53233

Due 2:00pm February 21, 2013

Parking Lease Proposal 6th and State Parking Facility

Request for Proposal # 938001



Interstate Parking Company LLC
710 N Plankinton Avenue, Suite 207
Milwaukee, WI 53203
(414) 274-2861
www.interstateparking.com

Table of Contents

Cover Letter.....	2
Section IV – Submission Requirements.....	3
Section IV.A. Qualification Information.....	4
Section IV.B. Mandates.....	8
Section IV.C. Compensation to Milwaukee County.....	10
Section IV.D. Description of Entity and Related Experience.....	12
Section IV.E. Description of Property Use.....	21
Section IV.F. Financial Rate and Budget Information.....	48
Attachment “A” Bid Submission Form.....	49
Attachment “B” Acknowledgements and Conditions.....	50
Exhibit “A” Tax Returns.....	51
Exhibit “B” Payment History References.....	52
Exhibit “C” Designation of Confidential and Proprietary Information Form.....	53

Cover Letter





February 21, 2013

Milwaukee County
Department of Administration – Facilities Management
901 N 9th Street, Room G1
Milwaukee, Wisconsin 53233

Re: Request for Proposal – RFP# 938001

Dear Milwaukee County:

We are pleased to present our enclosed offer for lease of the 6th and State Street parking lot as a response to your RFP #938001. *Please note our optional offer to replace the entire parking lot, due to its eroding condition, at a cost of approximately \$150,000 to \$175,000.*

The contact information for this proposal is:

Interstate Parking Company LLC
Tony Janowiec, Principal
710 N Plankinton Avenue, Suite 207
Milwaukee, WI 53203

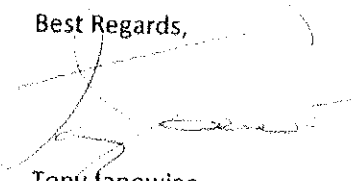
E – tjanowiec@interstateparking.com

P – (414) 274-2861

M – (608) 566-9155

The contents enclosed in this package includes 1 original and 3 copies of our RFP response including required attachments. We look forward to the results of the award.

Best Regards,


Tony Janowiec
Principal

Section IV – Submission Requirements



IV-A. Qualification Information

1. Experience

Interstate Parking Company was formed in 2009 through combining over 75 years of experience owning and operating parking assets in Milwaukee, Wisconsin and Minneapolis/St. Paul, Minnesota.

The partnership is made up of three owners including Zilber, Ltd./Towne Realty, Doug Hoskin (Parking Services, Inc.) and Tony Janowiec. Although we formed Interstate Parking within the last five years, our experience in owning and operating parking assets spans decades as follows:

Zilber Ltd. (1/3 owner of Interstate) – Zilber Ltd. has been in an owner/operator position of parking assets in Milwaukee, Wisconsin since the 1960's.

Doug Hoskin (1/3 owner of Interstate) – Doug Hoskin has been an owner/operator of parking assets and his previous parking operations company Parking Services, Inc., since the late 1980's and currently all of his Minneapolis/St. Paul locations are operated by Interstate Parking Company.

Please refer to Section IV. D. 2 for complete resumes of our principal's and senior management team.

2. Financial Performance Assurance

We propose to provide financial assurance through a performance bond or a corporate guarantee. Should a corporate guarantee not satisfy Milwaukee County, we have factored in the cost of a performance bond in the amount of one month's rent as required in the draft lease agreement included as an exhibit to the RFP.

3. Equipment and Contracts

Interstate Parking currently operates approximately 50 locations with automated parking equipment similar (and in some cases identical) to that proposed for the 6th and State lot. We have adequate capital to acquire, install and maintain the equipment proposed for the lot and have service relationships and/or contracts with all of the local equipment providers and vendors necessary to purchase, install and maintain the proposed equipment.

Further, as described in greater detail in Section IV. E. of this proposal, Interstate has a unique local 24-hour customer response service providing real time assistance to customers and problem resolution 365 days a year.

Please refer to Section IV. E. for a detailed description of the equipment and mode of operation proposed for the 6th and State lot.



4. Representative References

Following is a representative listing of current locations operated by Interstate Parking with common elements to the 6th and State lot. Within our portfolio of 80+ locations, more than 25 operate with the same type of equipment and mode of operation planned for the 6th and State lot within this proposal.

ASQ Center / Gimbels Garage

150 stall and 325 stall automated class 'A' parking garages in Milwaukee, WI

Serves class 'A' office building and Marriott Residence Inn hotel

Contract in place 2011 - Present

Williams Development

Charles Biller, Vice President

P 414-272-7700

charles@williamsdevelopment.com



Zilber Property Group

Portfolio of 9 automated parking garages and surface lots in Milwaukee, WI

Includes 908 stall state of the art automated 'Brewery' parking structure

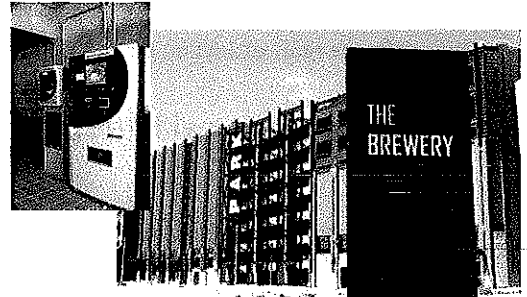
Contract in place 2009 - Present

Zilber, Ltd.

John Kersey, Executive Vice President

P 414-274-2509

john.kersey@zilber.com



St Anthony Main Ramp

902 stall automated parking structure located in Minneapolis, MN

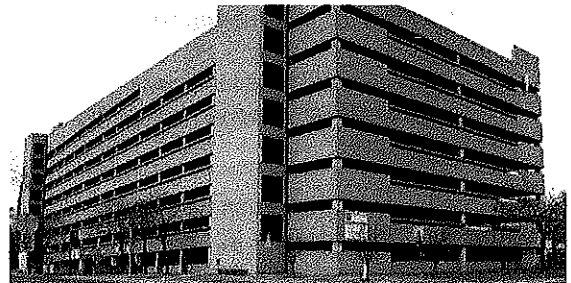
Serves St. Anthony Main office, restaurant and event patrons

Contract in place 2011 -- Present

John Cuningham, Partner

P 612-379-5505

jcuningham@cuningham.com



PAK Properties

Portfolio of 2 automated parking facilities and 1 automated surface lot in St. Paul, MN

Contract in place 2010 - Present

Richard Pakonen, Principal

P 651-965-2925

rpakonen@pakproperties.net



Holiday Inn Garage & Minneapolis Armory

285 stall garage in St. Paul, MN serves Holiday Inn guests, restaurant patrons and Excel Energy Center/RiverCentre event patrons

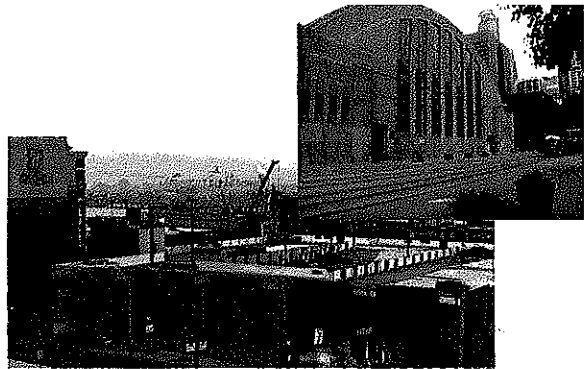
350 stall partially automated/valet Minneapolis Armory parking facility in Minneapolis, MN

Contract in place 2010 - Present

Douglas Hoskin, Principal

P 612-746-1516

doug@parkpsi.com



City Walk Garage

485 stall automated parking structure in St. Paul, MN

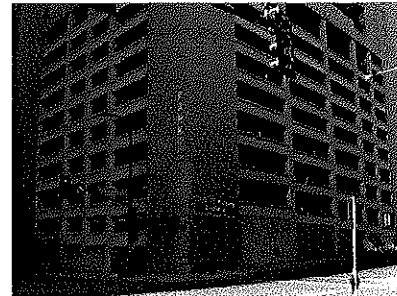
Contract in place 2010 - Present

Cassidy Turley/Towle Properties

Dawn Grant, Senior Vice President

P 612-347-9301

dawn.grant@cassidyturley.com



City of Duluth

26 properties operated for the City of Duluth, MN

Contract in place 2012 - Present

City of Duluth

Matthew Kennedy, City of Duluth Parking Manager

P 218-730-5178

mkennedy@duluthmn.gov



Due to confidentiality provisions in the contracts with our clients, we are unable to disclose financial information for the locations including the value of the contract to Interstate Parking. However, as



requested by the RFP, we can disclose that the contracts related to the above references include values in the range of no less than \$150,000 to over \$500,000.

5. Legal Liabilities

Interstate Parking has not been a party or participant in any lawsuit, administrative hearing or other legal proceeding related to parking services or management within the last five years.



IV-B. Mandates

1. Insurance

We have reviewed the insurance requirements as set forth in Attachment C of the RFP and are able to provide the required coverages and limits. Please see the following page for our insurance certificate prepared for Milwaukee County.

We carry Garage Keepers Legal Liability (GKLL) coverage on an ala carte basis for locations requiring such coverage. In the parking industry, GKLL policies cover incidents where care, custody, control and/or bailment is created between the parking operator and a customer's vehicle; such as a valet operation. As such, not all locations require GKLL coverage and in many cases the premiums become a superfluous expense.

Our standard coverage limit for GKLL is \$500,000 and is listed on the certificate as such. Please note, however, that we can obtain limits in increments of \$500,000 up to \$5,000,000 and will add the \$1,000,000 coverage for the 6th and State lot upon award of and as a condition to execution of the final lease agreement. We have factored in the cost of the \$1,000,000 coverage policy in our proposal.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/21/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER M3 Insurance Solutions, Inc. P.O. Box 8950 Madison WI 53708-8950	CONTACT NAME: PHONE (A/C, No, Ext): 608-273-0655		FAX (A/C, No): 608-273-1725
	E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: INTEP-4		
INSURED Interstate Parking Company LLC Interstate Parking Company of MN, LLC Interstate Parking Company of WI, LLC 710 N. Plankinton Avenue, #207 Milwaukee WI 53203-2417	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Auto Owners Insurance Co.		18988
	INSURER B: Chubb Insurance Group P&C		
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES

CERTIFICATE NUMBER: 1621900543

REVISION NUMBER:

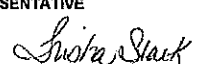
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			61250918-12	12/1/2012	12/1/2013	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$1,000,000
							PRODUCTS - COMP/OP AGG	\$1,000,000
								\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			4825091805	12/1/2012	12/1/2013	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000			4825091800	12/1/2012	12/1/2013	EACH OCCURRENCE	\$10,000,000
							AGGREGATE	\$10,000,000
								\$
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/>	61088613	12/1/2012	12/1/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
			N/A				E.L. EACH ACCIDENT	\$100,000
							E.L. DISEASE - EA EMPLOYEE	\$100,000
							E.L. DISEASE - POLICY LIMIT	\$500,000
B	Crime			8223-2162	12/1/2012	12/1/2013	Limit	250,000
A	GarageKeepers			4825091804	12/1/2012	12/1/2013	Deductible	5,000
							Limit	500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Twice the General Aggregate limit, shown above is provided for each 12 month period in accordance with form 55300. Garagekeepers Limit shown above applies to the following locations: 110 W Michigan Street, Milwaukee, WI and 555 N Plankinton Ave, Milwaukee, WI.

CERTIFICATE HOLDER**CANCELLATION**

Milwaukee County 901 N 9th Sreet, Room 105 Milwaukee WI 53233	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

© 1988-2009 ACORD CORPORATION. All rights reserved.

2. Business References

We have included three business references for locations managed or leased by Interstate Parking in the following pages. We encourage you to reach out to our references, including those listed in Section IV. A. Further, if you require additional references than those listed, we are happy to provide them upon request.

In addition to client references, we have taken the liberty to include a few parking customer references as well. We take pride in our exceptional relationships and customer service achievements with our parking customers in addition to the clients we serve.



WILLIAMS DEVELOPMENT CORPORATION

June 29, 2011

Mr. Jeffrey J. Mantes
City of Milwaukee
Department of Public Works
841 N. Broadway, Room 501
Milwaukee, Wisconsin 53202

Re: Interstate Parking

Dear Commissioner Mantes:

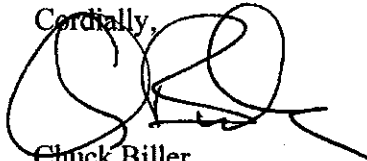
Interstate Parking has been operating the parking facilities at the ASQ Center since October of 2010. Interstate was selected after a lengthy competitive bidding process. We are very pleased with our decision.

The two parking facilities serving the ASQ Center present a number of challenges. Our secure underground facility must serve a diverse group of users including hotel guests and office tenants. Interstate tailored an operational plan that has resulted in vastly improved customer service and a significant increase in revenue.

Our 350 car parking structure also serves a wide variety of users including daily, monthly, and special event parkers. Interstate Parking has installed cutting edge parking equipment and software that has enhanced the customer experience and dramatically reduced operating expenses.

During the first year of our current agreement, Interstate Parking has increased net operating income at our two facilities by more than twenty percent. Their management team is professional and highly responsive to the needs of its customers. If you have any questions regarding our experience working with Interstate Parking, please do not hesitate to contact me.

Cordially,



Chuck Biller
Vice President
William Development Corporation

CB:cl



To whom it may concern

Interstate Parking operates three parking facilities for affiliated companies. My company is primarily in the business of developing and operating multifamily buildings.

The first is a 250 car, 80+ year old, complex, valet operated ramp that services an attached condominium/commercial parcel. Within one year of beginning operations Interstate increased the monthly net operating income by over \$20,000 while maintaining a high degree of customer service. They have continued to increase the ramp's performance to this date.

The second is a self park 210 car surface lot. The operating cost savings realized within the first year of operations more than off set the cost of out sourcing the management of the asset to Interstate while improving customer service.

The third asset is a condemned 420 car ramp that we purchased two months ago. This facility will support an attached 227 unit apartment building. We are in the process of renovation and plan to open the ramp in October 2011. Interstate was instrumental in determining the scope of construction work. They have also provided a credible management and marketing plan to open the facility and bring it to stable operations quickly.

This company has demonstrated a high level of integrity, attention to customer service, and an ability to manage complex operations.

I highly recommend Interstate Parking. Please feel free to call me at 612 965 2925 with any questions

Sincerely,

A handwritten signature in black ink, appearing to read "Richard Pakonen", written over a horizontal line.

Richard Pakonen



City of Saint Paul
Mayor Christopher B. Coleman

700 City Hall
15 West Kellogg Boulevard
Saint Paul, Minnesota 55102-1658

Telephone: (651) 266-8800
Facsimile: (651) 266-8541

June 30, 2011

City of Milwaukee

RE: RFP for Parking Facility Management

To whom it may concern,

I am writing this letter of recommendation on behalf of Doug Hoskin and Tony Janowiec, the principals of Interstate Parking Company. While Interstate Parking is not currently managing any of the St. Paul's Municipal Parking Facilities, I have had the pleasure of working with Interstate's principals over the past 20 years.

They have managed and/or operated numerous parking facilities on behalf of the City of St. Paul, including the 1500 space Civic Center Parking Ramp (renamed RiverCentre Parking Ramp). The RiverCentre Ramp is connected to the St. Paul RiverCentre Complex, which includes the RiverCentre Convention space, Xcel Energy Center (home of the MN Wild), and Roy Wilkins Auditorium. In addition to parking management services, its principals have provided parking related consulting services to the City of St. Paul and its Housing and Redevelopment Authority.

I have found them to be innovative and highly professional. They are results driven while understanding that the City's municipal parking assets are a strategic tool in the overall development of our downtown commercial district. I strongly recommend you give Interstate Parking consideration when making the selection of your parking management company.

Please do not hesitate to contact me at 651-266-8877 or my cell at 651-270-5227.

Sincerely,

Robert Geurts
City of Saint Paul Debt Manager
robert.geurts@ci.stpaul.mn.us



**LITERACY
SERVICES**

June 28, 2011


To whom it does concern:

I write this letter in enthusiastic support of Interstate Parking Company who has been enormously helpful to my organization. When Interstate took over our parking garage, Tony Janowiec was extremely accommodating. We work with a population who are very low level readers and Tony has gone out of his way to assist us with special signage, an intercom system and has continued to upgrade things for our specific needs.

As a nonprofit, we heavily consider price and once again, Interstate came through. They beat out all the surrounding competition. They were very flexible with start up as this was all new to us. They have had great response times to problems and excellent follow through on issues we needed help with. Their parking checkers are friendly and exercise great customer service. We don't think we could do better.

If I may answer any questions, please feel free to contact me.

Kind regards,



India McCause
Executive Director

LITERACY SERVICES OF WISCONSIN

555 N. Plankinton Avenue | Milwaukee, WI 53203 | p. (414) 344-5878 | f. (414) 344-1061
www.literacyservices.org



Brian Dunn, Senior Vice President - Operations - Duncan Solutions
633 W. Wisconsin Avenue, Suite 1600 | Milwaukee, WI 53203
Phone: (414) 847-3774 | Fax: (414) 847-6774 | Email: bdunn@duncansolutions.com

June 30, 2011

To Whom It May Concern:

Interstate Parking has been managing our parking structure for approximately two years. Our facility at 6th and Wisconsin contains in excess of 400 monthly permitted and daily/hourly use spaces.

Since taking over management of the structure from Imperial Parking, Interstate fully automated the facility and streamlined the administration of our monthly leases. Enforcement has also been automated and is now more thorough and consistent. Our monthly parkers are very pleased with the changes.

Interstate operates in a professional, courteous manner and their responsiveness is unmatched. We are completely satisfied with Interstate and I am pleased to recommend them for the operation of any parking facility.

Sincerely,

A handwritten signature in black ink, appearing to read "Brian J. Dunn", is written over a horizontal line. The signature is stylized and somewhat cursive.

Brian J. Dunn
Sr. VP-Operations



MILWAUKEE DOWNTOWN

HISTORIC
LANDMARK
HOTEL 1902

648 N. PLANKINTON AVENUE | MILWAUKEE, WISCONSIN 53203
www.residenceinn.com/mkeri

414 224 7890 PHONE
414 224 7923 FAX

July 1st, 2011

To Whom it May Concern:

I have had the pleasure of working with Interstate Parking Company since November 2010. They were instrumental in facilitating a smooth transition from our previous provider to their system. The team at Interstate Parking was onsite months before the transition date to understand the complex nature of our facility and worked to customize a system that was specific to our needs. Even after the transition they continued to provide hands on service as my team became familiar with the new system and had a lot of questions and they are still available at any hour to support them. With the technology their equipment has we have been able to implement a better tracking system that has allowed us to increase our revenues and deliver better customer service.

I highly recommend working with Interstate Parking Company and am available for any questions.

Respectfully,

Bryan Lucas

General Manager
Residence Inn by Marriott
Milwaukee Downtown
P: (414)-289-3501
blucas@rimilwaukee.com

A SUITE MASTERPIECE ON THE RIVERWALK

IV-C. Compensation to Milwaukee County

1. Bid Amount

As required in the RFP, our bid is included as Attachment "A", Bid Submission Form. Also attached, as required, is Attachment "B" Acknowledgements and Conditions. Our bid and agreement to the Acknowledgements and Conditions is conditional to reaching a mutually agreeable final Lease Agreement including, but not necessarily limited to, incorporation of the following provisions which we agree to negotiate in good faith with Milwaukee County upon award of the contract.

Additional Compensation to Milwaukee County

In addition to our Bid Submission Form, we hereby offer the following additional compensation to Milwaukee County:

- 1) In addition to the required percentage rent payment of 10% in excess of \$350,000 gross revenue per year, we offer the following additional percentage rent payments based on cumulative revenue over the term of the lease:

Tier 1 - Additional 10% of revenue in excess of \$425,000 up to \$450,000

Tier 2 - Additional 15% of revenue in excess of \$450,000

For purposes of calculating the Tier 1 and Tier 2 thresholds for the second and following lease years, the amount of revenue (if any) exceeding the current year's Tier 1 and Tier 2 threshold will be added to the current threshold amounts to calculate the following year's Tier 1 and Tier 2 threshold to prevent compounding/duplicate percentage rent.

- 2) We estimate our average annual cost of snow plowing and ice control will be approximately \$6,500 per year. At Milwaukee County's option, we would increase the lease by \$6,500 per year if Milwaukee County would prefer to continue performing snow plowing and ice control.
- 3) **Lot Re-Surfacing Option** – In our review of the lot with our asphalt contractor, we will invest approximately \$10,000 for the initial patching, re-sealing and re-striping of the lot. In general, the lot is in rough shape and should be replaced within the next five years. The cost of such replacement is approximately \$150,000 to \$175,000. We would be interested in discussing an optional proposal to replace the entire lot in our first year of operation under terms that might include a longer-term lease of 10 or more years.

Conditions to Bid for Negotiation in Final Lease Agreement

- 1) Attachment "C" of the RFP included a "Draft Lease Agreement". We will need to review the "Final Lease Agreement" and negotiate all terms in good faith with Milwaukee County.
- 2) Considering the material reliance on area events, as well as external factors outside of our control that may cause a material reduction in revenue, we would like to negotiate mutually acceptable (and industry normal) terms for modifying the lease in the event a material change in revenue occurs.
- 3) As detailed in our proposal, we intend to invest approximately \$75,000 in improvements in the lot that will become the property of Milwaukee County at the expiration of the lease term. Internally, we will amortize this investment over 60 months. If, for no fault of Interstate Parking,



the lease is terminated prior to the end of the 60 month term, we would like to negotiate a repayment for the unamortized portion of our capital investment.

- 4) Our bid is based on our ability to generate approximately \$130,000 per year in additional gross revenue; or approximately a 45% increase as compared to current revenue. While we are confident in our ability to achieve this increase, our marketing efforts will likely take up to 6 months to stabilize revenues. We would like to negotiate a rent “ramp up” schedule for the first six months of the lease. We would be willing to add an optional six months to the end of the lease term to make up for this “ramp up” period if desired. The proposed “ramp up” period would be such that rent for the first six months would be reduced by the following amounts:

Month 1	\$11,750
Month 2	\$9,500
Month 3	\$7,500
Month 4	\$5,500
Month 5	\$3,500
Month 6	\$2,500

As a consideration for this proposed “ramp up” period, if we exceed \$375,000 in our first twelve months of operation, we will pay Milwaukee County, as additional rent (including percentage rent), 100% of the revenue in excess of \$375,000 up to the value of the “ramp up” rent reduction schedule listed above such that if we generate \$415,250 in revenue the entire “ramp up” rent reduction amount will have been eliminated.



IV-D. Description of Entity and Related Experience

1. Company History

Interstate Parking Company was formed in 2009 by experienced and entrepreneurial parking and real estate professionals including our Managing Member Zilber Ltd. (Represented by Thomas Bernacchi), Douglas Hoskin (formerly Parking Services, Inc.) and Tony Janowiec (formerly with Imperial Parking). In 2010, we partnered with Paul Schnettler and merged the operations of Premier Parking to form Interstate Parking Company of MN.

Interstate operates over 80 locations with approximately 13,000 stalls and over 110 employees. Our principals own 17 parking assets throughout Minnesota and Wisconsin. Our rapid growth within the first three years of operation is due to our proven track record of substantially increasing net profits for our clients immediately after assuming operations. We achieve these results by implementing customized state of the art on-site and back office technologies to create the most efficient, customer friendly parking operations possible.

Locally Owned and Operated with Major Resources

When we started Interstate Parking we believed we could be most competitive in the parking industry if we could combine the strengths of a small entrepreneurial parking company with the resources and fiscal integrity of a big national corporation. With growth from 8 locations in 2009 to our current 80+ locations in our third year of operation, we believe we were right! Our challenge was easily reflected in the following simple matrix:

Type of Parking Company	Senior Mgmt/Ownership Attention to Daily Operations	Financial Stability, Resources, Accountability, Separation of Duties, Audit Integrity
Small Locally Owned/Operated	Yes	No
Big National Company	No	Yes
Interstate Parking	Yes!	Yes!

So, how did we do it and why do our parking customers and our clients benefit?

A major advantage for Interstate Parking's clients is our unique organizational structure that combines a small company's entrepreneurial operating approach with the fiscal integrity and financial resources of a major institutional grade corporation. This is possible due to our affiliation with **Zilber Ltd.**, a nationally acclaimed real estate and asset management company who is one of the owners of Interstate Parking. Zilber is a developer of residential, commercial and light industrial properties as well as interval ownership resorts located in premier locations across the United States. Established in the 1960's and still headquartered in Milwaukee, Wisconsin, Zilber, Ltd. owns and manages approximately six million square feet of commercial space and also maintains a land development portfolio to accommodate build-to-suit projects.

Zilber and Interstate Parking share the same back office support team including Human Resources, Accounting, Audit, Legal, I.T., Facilities Maintenance and Risk Management. As a result we are the only locally owned and managed parking company that is able to provide the depth of resources, separation of



duties, fiscal and legal integrity and information technology infrastructure only matched by a much larger national corporation.

This means our clients and our daily parking customers benefit from superior local customer service, direct daily involvement by Interstate's owners and senior management that is typically lost in the organizational layers of our much larger national competitors. These benefits come without sacrificing the accountability and financial integrity that would otherwise be cost prohibitive for our other small local competitors.

Relevant Experience

In addition to the specific references listed throughout this proposal, approximately half of the locations we operate are similar (or in some cases identical) to the mode of operation proposed for 6th and State. We are experienced and capable in operating gateless fully automated surface lots with modern pay on foot kiosk systems as well as the corresponding enforcement technology to ensure revenue control.



2. Management and Leadership Team

Our principals and management have more than 75 years of collective experience in the parking industry including extensive experience in both public and private sector parking operations. Below is a brief outline of our team's experience:

Tony Janowiec, Principal

1998 – 2005 Imperial Parking, US
2009 – Present Interstate Parking Company

Tony began his parking career over 11 years ago as a valet with Imperial Parking (Impark) while attending college. He continued his parking career with Impark and was promoted to District Manager and subsequently General Manager of Milwaukee operations. During his tenure as General Manager, Tony was recognized by Impark for the 'most improved profitability of a branch' as well as the 'highest net income over budget'. Responsible for over 40 locations including downtown area surface lots and class 'A' parking garages as well as the Wisconsin State Fair parking and Miller Park Stadium parking, Tony's experience spans all aspects of parking operations. Tony was then promoted to Director of Business Development for Impark's Midwestern markets working out of Impark's Chicago regional office.

In late 2005, Tony left Impark and worked on developing a new biofuel technology company. In late 2009, Tony partnered with Tom Bernacchi (Zilber, Ltd.) and Doug Hoskin to form Interstate Parking Company. Tony's current responsibilities include management and development of Interstate's Milwaukee operations.

Tony is originally from Minnesota and graduated from the Carlson School of Management at the University of Minnesota majoring in Entrepreneurial Management. He currently resides in Milwaukee with his wife Abby and their two children Kate and Will.

Kevin Richards, Wisconsin General Manager

1993 – 1997 Manager - Imperial Parking, US, 1000 N Water Garage
1997 – 1999 Operations Manager – CPS Parking, Milwaukee
1999 – 2000 General Manager – CPS Parking, New Orleans
2000 – 2001 Senior Operations Manager – CPS Parking, Chicago
2001 – 2004 Operations Manager – InterPark, Chicago
2004 – 2008 Division General Manager – InterPark, Boston

Kevin L. Richards is currently the Wisconsin General Manager of Interstate Parking. He received his Associate degree in Business from the University of Fond Du Lac.

Mr. Richards began his career in parking in 1993 in Milwaukee with the responsibility of overseeing 9 locations including the 1000 N. Water garage. He was subsequently promoted to General Manager overseeing parking in New Orleans and was responsible for overseeing annual revenues of 60 million including Super Dome event parking, New Orleans Airport, Hotels, the French Quarters and Mardi gras. In 2000, Mr. Richards was assigned to Chicago to oversee the financial district that included Class A office building, hotels, Chicago Board of Trade, Hospitals, City of Chicago lots, Sears Tower, Residential Properties, The Merchandise Mart and Theater District. As a result of his success, Mr. Richards was promoted to Boston to oversee the companies owned assets with an annual revenue of 30 million in 2004. He was also assigned to oversee the Equity Property management Class A office buildings portfolio



of Boston. In 2006, Mr. Richards initiated a relationship with the Boston Celtics. As a result he developed and implemented exclusive parking program for their season ticket holder and fans that included a trolley service to and from games.

John Clark, Area Manager

2001 – 2013 Parking Manager – Spokane International Airport
2013 – Present Interstate Parking Company

John started his parking career in August of 2001 at the Spokane International Airport as a Parking Supervisor for 6 years. He was then promoted to the Assistant Parking Manager handling day to day operations of the parking facility and was responsible for facility management of the rental car facility at the airport as well. 2 years later he was promoted to airport Parking Manager and was responsible for all aspects of parking management including oversight of the \$10 million dollar annual revenue budget. John and his wife Eva have three children two Beagle dogs.

Robin Hetland, Customer Solutions Manager

Robin Hetland was the first employee of Interstate Parking and has been instrumental in developing the customer service programs and accounting systems within the company. Initially hired as an administrative assistant, she has earned several promotions and is now our Milwaukee Customer Solutions Manager. She is currently responsible for monthly parking and validation sales, administration of corporate account management and directing the customer service programs throughout our operations.

Prior to joining Interstate, Robin worked as a Project Coordinator for a mid-sized General Contractor in Southeastern Wisconsin for 11 years. In her tenure there, Robin had extensive contact with several local municipalities working to secure permits, and maintaining excellent communication and developing a good working relationship with the necessary parties. This includes keeping up to date, well organized project files and documentation for multiple, concurrent projects.

Douglas Hoskin, Principal

1982 – 1990 President – Allright Parking Minnesota, Inc.
1987 – 1990 Vice President Marketing – Allright Parking Corp, Eastern Division
1990 – 1996 President – Parking Services, Inc.
1996 – 2002 Vice President – Imperial Parking, US
2009 – Present Interstate Parking Company

Douglas Hoskin received his education in accounting at Anoka Ramsey Community College and the University of Minnesota. Doug practiced public accounting and worked as a financial administrator prior to entering the parking industry. In 1982, Doug was hired as City Manager for Allright Parking Minnesota, Inc. and was subsequently promoted to Vice President then President of Allright's Minnesota subsidiary and Director of Business Development of Allright's U.S. Eastern Division.

At the time of Doug's employment with Allright, his charge was to operate one down-town Minneapolis surface parking lot, and to begin development and expansion of Allright's Twin Cities business. Over the course of the next eight years, Doug proceeded to bring Allright Parking into prominence in the Minneapolis/St. Paul market by controlling and operating approximately thirty-five parking properties.

In March of 1990, Doug left Allright and formed parking Services, Inc. (PSI). In less than five years, he developed PSI into a respected player in the parking management and consulting business. In April 1996,



Impark acquired PSI's local operating portfolio which consisted of twenty-six properties. At that time Doug accepted a position as Vice President of Impark. In April 1997 Doug was assigned the responsibility of over seeing Impark's United States operation.

Doug has maintained an active involvement within the local community. He is a member of both the Minneapolis and St. Paul Chamber's of Commerce. He served four years on the Board of Directors of the St. Paul Convention and Visitors Bureau. He also served on the Board of Directors of the Capital River Council (District 17) for eight years and served six years on the Board of the Saint Paul Parking Facilities Advisory Committee which made recommendations to the City Council on issues of parking facility safety and security. (He currently is active in various parking and transpiration circles in the Twin Cities area.) In 1991 Doug was appointed to the Regional Transit Board's Rideshare Advisory Committee, which dealt with traffic management issues for the Metropolitan area. Doug has also served on two LRT Advisory committees; co-sharing one committee. He has worked closely on transportation issues with the MCTO, Minnesota Rideshare, MN DOT, the former RTB, and the Metropolitan Council. Further, he chaired the Development Committee for the Elliot Park Neighborhood and was a member of the Cedar Riverside Business Association.

In 2001 Doug left Impark and focused on fee owned acquisitions and development of parking facilities while he continued to provide parking related consulting services to both the private and public sectors.

In 2009, Doug together with Tony Janowiec and Tom Bernacchi (Zilber, Ltd.) founded Interstate Parking Company.

Thomas Bernacchi, Representing Zilber, Ltd. as Managing Member

Thomas G. Bernacchi, CPM is Vice President of Towne Realty, Inc. a Zilber, Ltd. company and Managing Director of Zilber Property Group.

Mr. Bernacchi has worked in the field of commercial real estate, leasing, development, and management for over 32 years. He is a licensed real estate broker in the State of Wisconsin. Mr. Bernacchi is a charter member and past President of the Commercial Association of Realtors® Wisconsin. Mr. Bernacchi is a Certified Property Manager and was actively involved with the Institute of Real Estate Management (IREM), where he served as a national Governing Councilor for eight years and Regional Vice President of Region 9 for two years. In addition to his association with IREM and CARW, Mr. Bernacchi is active in the Building Owners and Managers Association (BOMA), a Director and Past President of NAIOP Wisconsin Chapter and is the Chairman of the Board of Milwaukee Downtown BID #21.

In 2009, Mr. Bernacchi and Zilber Ltd partnered with Doug Hoskin and Tony Janowiec to form Interstate Parking Company.



3. Principals

The following principals have greater than a 1% interest in the ownership of Interstate Parking Company:

Towne Parking, LLC

Thomas G Bernacchi, Vice President
710 N Plankinton Avenue
Milwaukee, Wisconsin 53203

Sonas, LLC

Tony Janowiec
710 N Plankinton Avenue
Milwaukee, Wisconsin 53203

Midwest Parking Group, LLC

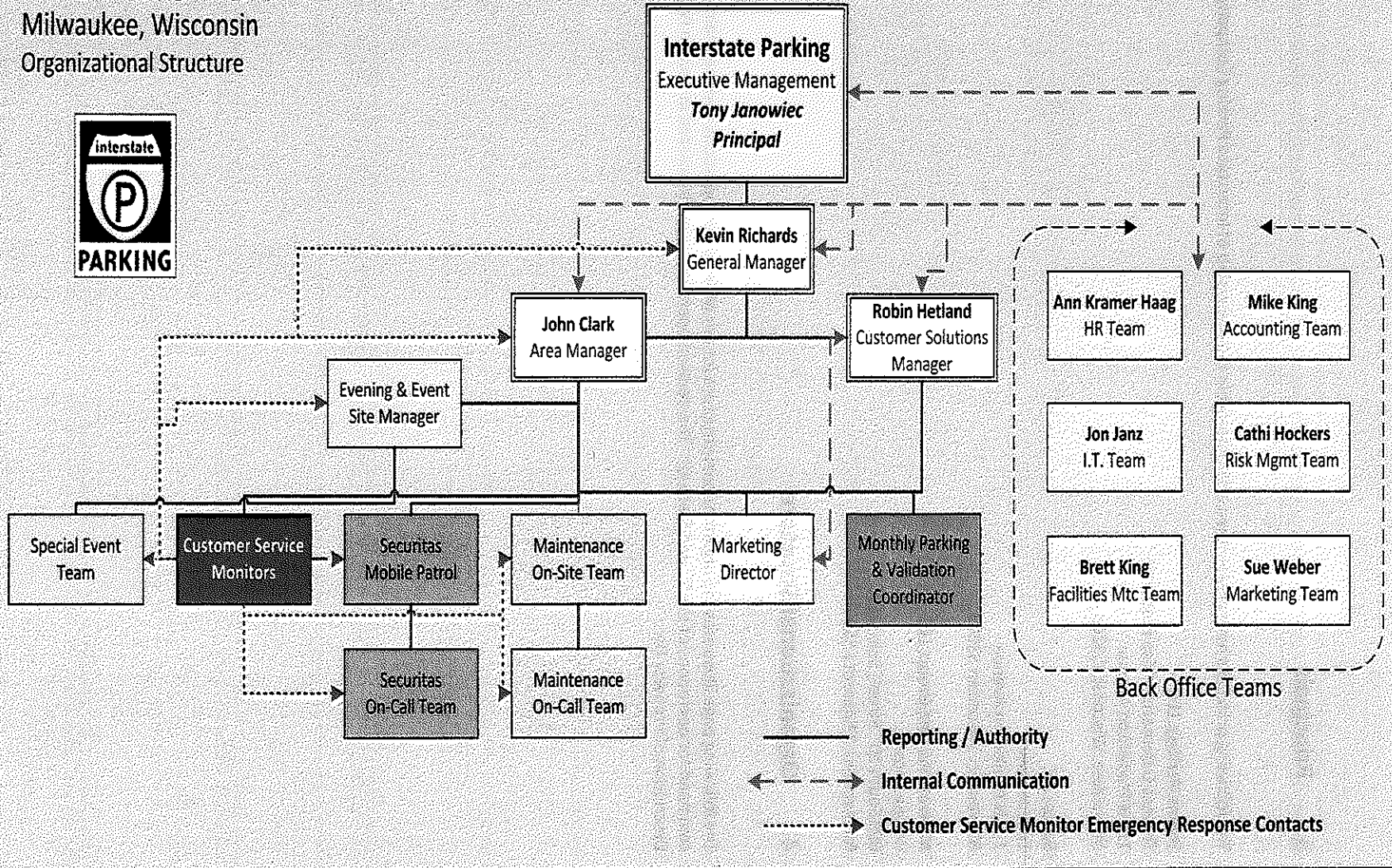
Douglas Hoskin
609 South 10th Street, Suite 104
Minneapolis, Minnesota 55404

4. Organizational Structure

The following page illustrates the organizational structure for our Milwaukee operations and the chain of command for operations of the 6th and State lot. The detailed operations plan is included in Section IV. E. Description of Property Use.



Interstate Parking Company
Milwaukee, Wisconsin
Organizational Structure



5. Staffing Plan

For the operation of the 6th and State lot, our General Manager, Kevin Richards will be in charge of the operation along with our Area Manager, John Clark who reports directly to Kevin. Our customer service and maintenance staff positions that will provide services to the operation on a daily basis are as follows. The average experience of these positions is about 2 years.

Patroller – On a variable schedule throughout the day, one of our revenue enforcement patrollers will check the lot for valid proof of payment for each vehicle parked. Vehicles not presenting a valid proof of payment will receive a violation notice requiring payment of a violation fee.

Maintenance – On a daily basis, and as needed, our maintenance staff will check the lot for litter, debris, snow, ice, signage condition and operability of our pay stations. The maintenance staff will follow our surface lot maintenance schedule to keep the lot in a tidy condition.

Event Staff – During major events, we will staff 2 to 3 customer service event staff who will flag at the entrances to attract event-goers and assist with finding parking spaces and directions to pay the pay station.

The job descriptions for these staff positions are as follows.

Customer Service Ambassador, Cashier and Event Attendant

Scope of Position: Responsible for operating a specified location by performing cash transactions and providing excellent customer service.

Jobs Duties and Responsibilities:

- Responsible for performing cash transactions with accuracy and precision
 - Keeping cash organized and knowing what is on hand.
 - Ensuring cash and tickets are sorted throughout the day.
 - Preparing cash control/summary sheets with accuracy and neatness.
 - Reporting all overages and shortages.
 - Plan ahead to have adequate change on hand.
 - Completing all Interstate documents completely, accurately and neatly.
- Responsible for keeping work environment neat and organized at all times:
 - Cleaning and organizing the interior of the booth.
 - Cleaning the booth windows.
 - Ensuring that signage and equipment on the lot is continuously wiped down and free of vandalism and graffiti.
 - Walking through the parking lot and picking up any excess garbage and changing bags in garbage cans.
 - Ensuring supplies are properly stacked and organized at all times.
- Responsible for maintaining a safe and secure work environment
 - Ensuring the windows and doors are locked and cash is removed if booth must be vacated at any time.
 - Securing monies and control sheets by putting them in a deposit bag and keeping it secure prior to their deposit.
 - Report all odd occurrences or strange persons on the lot to supervisor immediately.
- Responsible for being punctual and ensuring that timecard is punched at the beginning and end of each shift.



- Adhering to the Interstate dress code for proper attire and grooming.
- Responsible for adhering to all company policies and procedures.
- Resolving customer complaints quickly and efficiently.
- Providing exceptional customer service by being pleasant, courteous and helpful to customers.
- Other duties as may be assigned.

Maintenance Technician

Scope of Position: Responsible for providing cleaning and maintenance services to support parking operations.

Jobs Duties and Responsibilities:

- Complete work orders as assigned by Manager.
- Communication with landlords, suppliers, and contractors.
- Light maintenance including:
 - Cleaning windows, railings, parking equipment
 - Sweeping and mopping floors
 - Emptying garbage receptacles
 - Collecting and removing litter from all parking areas
 - Sign Installations
 - Pressure washing
 - Power sweeping
 - Painting
 - Snow plowing
 - Hand shoveling snow and salting
 - Landscaping
 - Asphalt repairs
 - Basic repairs
 - Repairs of gate arms
 - Repairs of parking equipment
 - Installation of parking curbs, delineators, bollards, etc.
- Operation of the following machinery:
 - Drill
 - Generator
 - Jack hammer
 - Snow plow
 - Bobcat
- Ensure that all safety standards are maintained.
- Complete and follow garbage schedule pick-ups.

Parking Patroller / Enforcer

Summary: Patrols assigned area such as our multiple Metro-Milwaukee parking lots to issue tickets to non-paying or overdue parking violators.

Essential Duties and Responsibilities include the following. Other duties may be assigned.

- Patrols all parking lots and structures.
- Enforces all parking regulations
- Records and issues citations
- Reports missing or vandalized signs, gates or anything that looks suspicious.



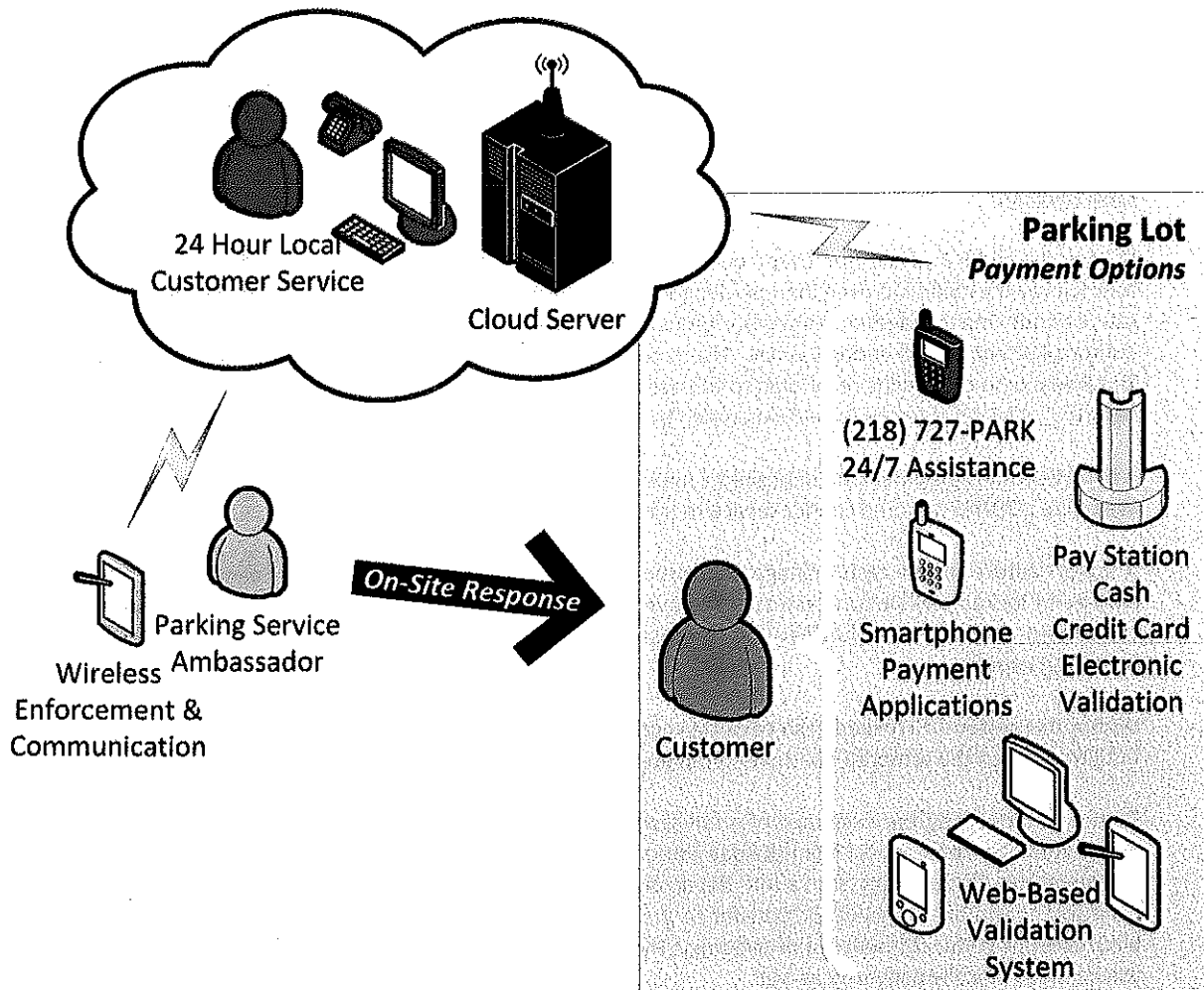
IV-E. Description of Property Use

1. Operations and Technology Plan

A – Description of Modern Parking System

We propose to eliminate the gates currently installed on James Lovell and 6th Street entrances. James Lovell will continue to operate as an entrance and exit and 6th Street will be open as an entrance only. If it is possible and approved by Milwaukee County, we would also recommend removing the additional curbing from the 6th Street entrance to enable a 6th Street exit as well. All entrances will operate 24 hours a day and be open for monthly and daily customers.

We propose to install a comprehensive and proven automation and customer service response system for operating the 6th and State parking lot. The following diagram illustrates the various payment options and customer assistance options available to the parking customers.



Revenue Control

Interstate Parking uses secure and effective cash management policies and practices for existing parking facilities. Use of a monitored and secure cash room, policies on counting and reconciling of cash to machine generated reports inaccessible to the individuals counting cash, and the use of armored car pickups for bank deposits ensure that cash is safeguarded through the entire process while collecting revenues in an efficient manner. Within the accounting department, we ensure that all parking funds are controlled, recorded, and accounted for timely; reconciling receipts against expected deposits per the revenue control parking equipment.

We have experience in offering all types of payment methods, including credit card, debit card, ACH and checks. Our existing banking relationships and policies ensure that all receipts are deposited timely and adequate controls over receipts are in place.

Interstate currently has both pre and post validation accounts with existing customers, and can easily transfer those processes to the Milwaukee County approved customers. Validation invoices, like monthly parking invoices, are actively monitored and followed up on to ensure timely payment or else removing lot access as soon as a customer stops making payments. Outstanding accounts are analyzed by management, with outstanding balances reserved for and processed for further collection efforts, including third party debt collection efforts, when required.

Variance analysis is performed monthly as another check against the account and parking equipment reconciliations to ensure that all revenues are properly captured and recorded in the financial statements in a timely fashion.

Cash Handling

During the cashier's shift (for event operations when cashiers supplement the pay stations), whenever revenue reaches \$200.00 over the operating bank, the cashier is required to make a deposit into the drop safe, or notify the manager to make cash "pick up". The auditor will verify these drops and a deposit slip filled out for all pickups made during the day. The manager will deposit this revenue at the end of the business day. The actual cash dropped is reconciled to the daily composite by the auditor and any overages/shortages are reported. All work is reviewed and supervised by the manager.

A bank deposit is prepared and deposited a minimum of once per week from the facilities office to the bank. We utilize LOOMIS armored courier service to transport the deposit to the bank.

A major feature of our cash management process is our secure, monitored vault used for intermediate storage of locked pay station cassettes and event revenue drops. With our armored courier and off-site cash room service not only does this process increase revenue security but it substantially reduces operating expenses.

Within this system, all locked cash cassettes cycle between the pay station and the off-site secured vault until transfer to the armored courier is complete.

Each event involving the exchange of a full cash cassette and replacing it with an empty one triggers an automated electronic report from the pay station. These tamper proof electronic reports are sent directly to Interstate's accounting and audit department. These electronic reports indicate that cash is in transport to the off-site vault for transfer to the armored courier and will be reflected as a deposit in the bank account within 24 hours of processing. The off-site cash room service and the bank deposit reports will be electronically delivered as well.

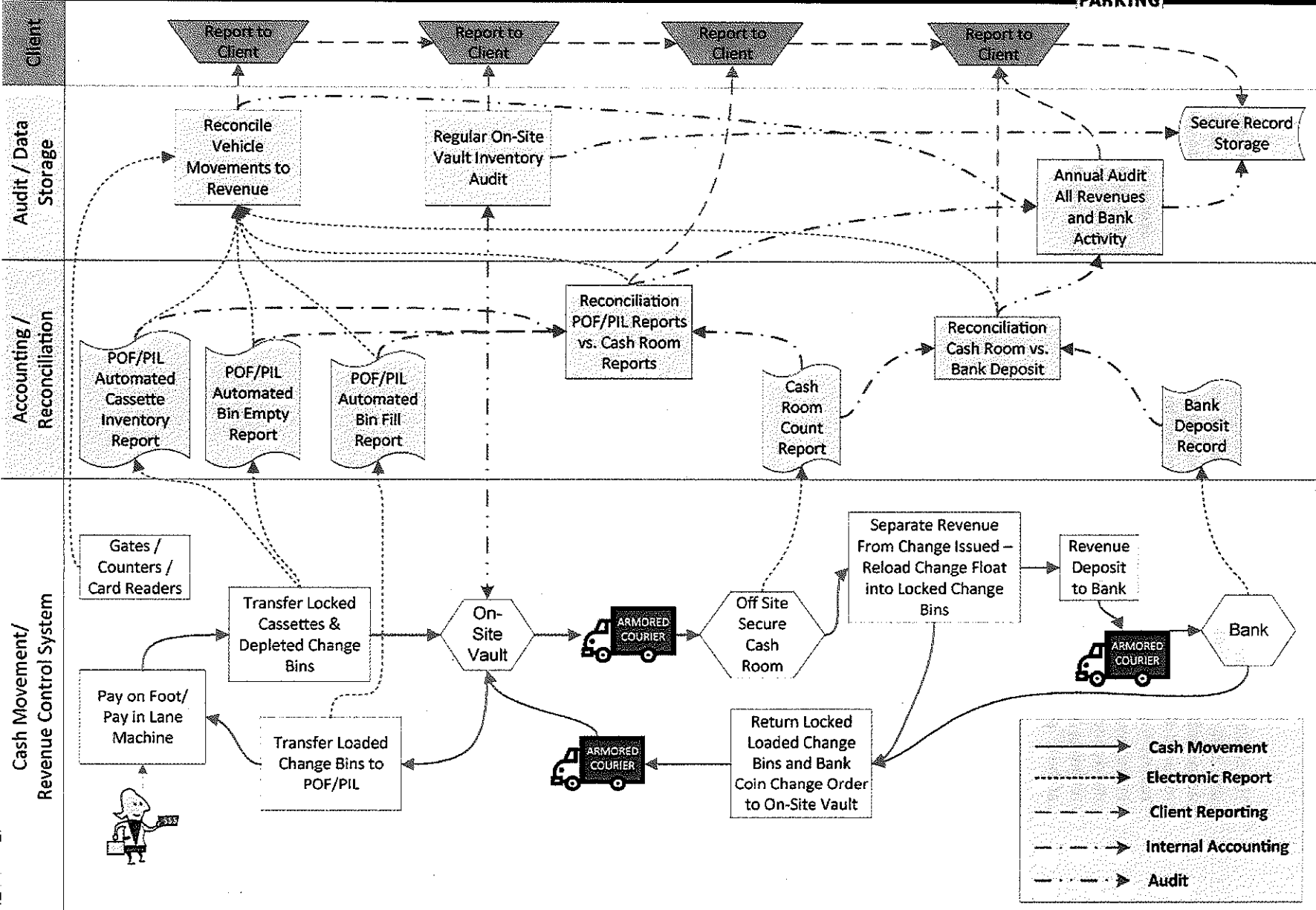


The result is a system of accountability and efficiency that provides segregation of cash handling duties and daily identification, review and audit of any discrepancies throughout the entire process. Accountability is built-in to the system with pay station credentials identifying the on-site employee who removed the cassette, the armored courier log for pick up from the on-site vault and the electronic reports from the pay stations, the off-site cash room and the bank's deposit processing center. Any discrepancies can be tracked to the specific step along the cash handling process to identify when the discrepancy occurred and make investigation of any such discrepancies immediate and accurate. The following pages include flow charts illustrating our cash handling procedures for the proposed operation at the 6th and State lot.



Cash Management Process Flow

Pay on Foot & Pay in Lane Machines



Accounting and Audit

Interstate Parking has extensive experience and expertise in accounting and records management and is proficient in the application of US generally accepted accounting principles (GAAP). Our accounting department allows for a robust internal control system including full segregation of duties, securing of company assets, monitoring of cash, and reconciliation of accounts and ledger balances.

We have the ability to provide exceptional records management, with a detailed policy in effect for all its accounting functions. Records of parking receipts, reconciliations, and invoices are kept on site for two years, after which they are stored in a secure off-site storage location for seven years, permanently, or as otherwise required depending on the document and client requirements. All documents and records are able to be recalled within one business day and would be available for Milwaukee County's review at any time upon request.

Zilber Ltd is subject to an annual audit of its operations performed by Deloitte and is experienced in maintaining records in a format necessary to facilitate a full audit of the financial statements.

A working day (24 hour period) generally runs from 12:00 a.m. to 11:59 p.m. The charge for tickets issued in the facilities will be based on the same time frame. Tickets issued from the pay stations are differentiated by the location name, numerical series and a letter indicating the specific lane on the dispenser ticket.

Cost Management

Interstate Parking Company's management team has proven experience in making parking lot operations highly efficient and cost competitive. Due to our extensive local presence we are able to work with area vendors to provide services and goods at value prices. All major vendors used are selected following a competitive bidding process, and are constantly evaluated to ensure they remain highly cost effective.

Within the accounting and finance department a multi-layer invoice review process is utilized to ensure that all invoices processed have been properly approved, and the services or goods have been performed or delivered satisfactorily before payment is released. Our policy is to pay vendors promptly upon receipt of invoices to take advantage of all discounts offered, and further provide the ability to negotiate additional discounts and price reductions due to favorable payment terms.

Accounting and Bookkeeping

Original books of entry will be maintained by Interstate Parking in the Milwaukee office. These records will be available for inspection at any time by designated representatives of Milwaukee County.

General Ledger

The Milwaukee office accounting staff is responsible for the recording of all transactions to the general ledger on a timely basis. Monthly financial statements are produced and used as the basis for preparation of the monthly report to Property Management. Duplicates of the monthly summary of postings and yearly summary of postings are maintained in the main office.

All monthly and yearly closings and balancing are the responsibility of the Milwaukee office accounting staff.

Cash Receipts

All parking revenues are deposited into the Interstate Parking account at the Private Bank in Milwaukee.



Daily cash reports are available to the accounting and audit team real time through the bank's web interface. These documents are reviewed and verified and serve as the source of entry for deposits to all bank accounts. Revenue reports are to be produced, summarizing total parking revenue by category and date.

Cash Disbursements

All invoices are submitted to the city office once each week for payment. The invoices will be reviewed, approved by the Operations Manager and General Manager and paid when due. Duplicate copies of all invoices submitted for payment are maintained in the Milwaukee office. All invoices will be paid through Interstate's operating account. Milwaukee County will reimburse Interstate through the invoice provided with the monthly operating reports.

Payroll

Processing of time cards, and maintenance of personnel files and leave records is the responsibility of the corporate office. Payroll is processed bi-weekly by the corporate office based upon payroll input information prepared by the location office and then provided to the corporate office. All payroll data is available real time for the corporate office, in our web based Timestar timekeeping system, for audit and verification.

General Journal

A general journal is maintained in the Milwaukee office detailing all non-cash entries affecting the operations of the Facilities.

Sales Tax Collections, Remittance and Reporting

All parking fees and transactions include the appropriate sales tax charge. All applicable sale tax will be paid by Interstate Parking and deducted from Gross Revenue collections. Interstate Parking will assist the Milwaukee County in any way deemed necessary in the calculation or remittance of the sales tax as instructed by County officials.

Monthly Report

A monthly report will be prepared by Interstate Parking and submitted to Milwaukee County on or before the 15th of each month. At a minimum, the report shall include the following information;

- operations report cover letter;
- revenue summary;
- budget to actual comparison (Income Statement);
- settlement invoice;
- accounts receivable and aging schedule;
- current contract rent schedule;
- check register detailing the date, vendor, account code, description of purchase and amount;
- other reports as requested and specified from time to time by the Milwaukee County.

The forms and content of the monthly report are subject to change by Milwaukee County.



Ticket Inventory, Distribution, Storage and Tracking

The manager inventories all new tickets received from the manufacturer, checking numerical sequence. The manager will then record each stack of tickets by beginning and ending ticket numbers on the ticket master inventory log. The tickets, bill of lading and the master ticket log are then stored in a locked storeroom, in sequential order.

Tickets will then be allocated to each entrance lane by location and event, series number and identifying letter. Tickets will remain in sequence until the supply is exhausted. When tickets are removed from inventory, the tickets are logged out on the master ticket inventory log by recording the date, series numbers removed, location to be restocked and the signature of the person who removed the tickets.

Tickets will only be removed from the storage room and restocked by either the manager or event supervisor. The manager will order all tickets. The manager inventories the supply of unused tickets each 60 days between orders, again verifying numerical sequence.

The ticket stubs are then returned to the office for audit. Once the tickets have been audited, they are bundled, labeled with the date the tickets were processed and placed in a storage box. When a box becomes full it is labeled with the location and dates of the tickets it contains, and is placed in a locked storage room. Used tickets are held in storage according to the schedule outlined below.

Records

Interstate will keep and maintain records at the facilities or off-site storage facility. The Books and Records will be kept in accordance with the generally accepted accounting principles for the following specific periods at a minimum and longer if required by the Milwaukee County:

Parking Tickets	2 year
Time Cards, Invoices	3 years
Summary Sheets	2 years
Electronic Data	5 years
Financial Reports	5 years

The Controller will notify Milwaukee County and obtain approval before any records are destroyed or deleted.

Compliance with Laws, Rules and Regulations

Interstate Parking Company operates in multiple states, counties, cities and neighborhood districts. We are aware and respectful of adopting local laws, rules and regulations in operating our parking businesses. Whether it be local sales tax rules or recognition of regulations subject to national historic districts, we remain current and in compliance with all regulations. Our legal department is intimately familiar with all laws, rules and regulations affecting the parking business and when entering a new municipality we review all areas of local statute, ordinances, permitting requirements, city codes, tax authorities and other statutory requirements to ensure we are operating within the legal parameters expected.

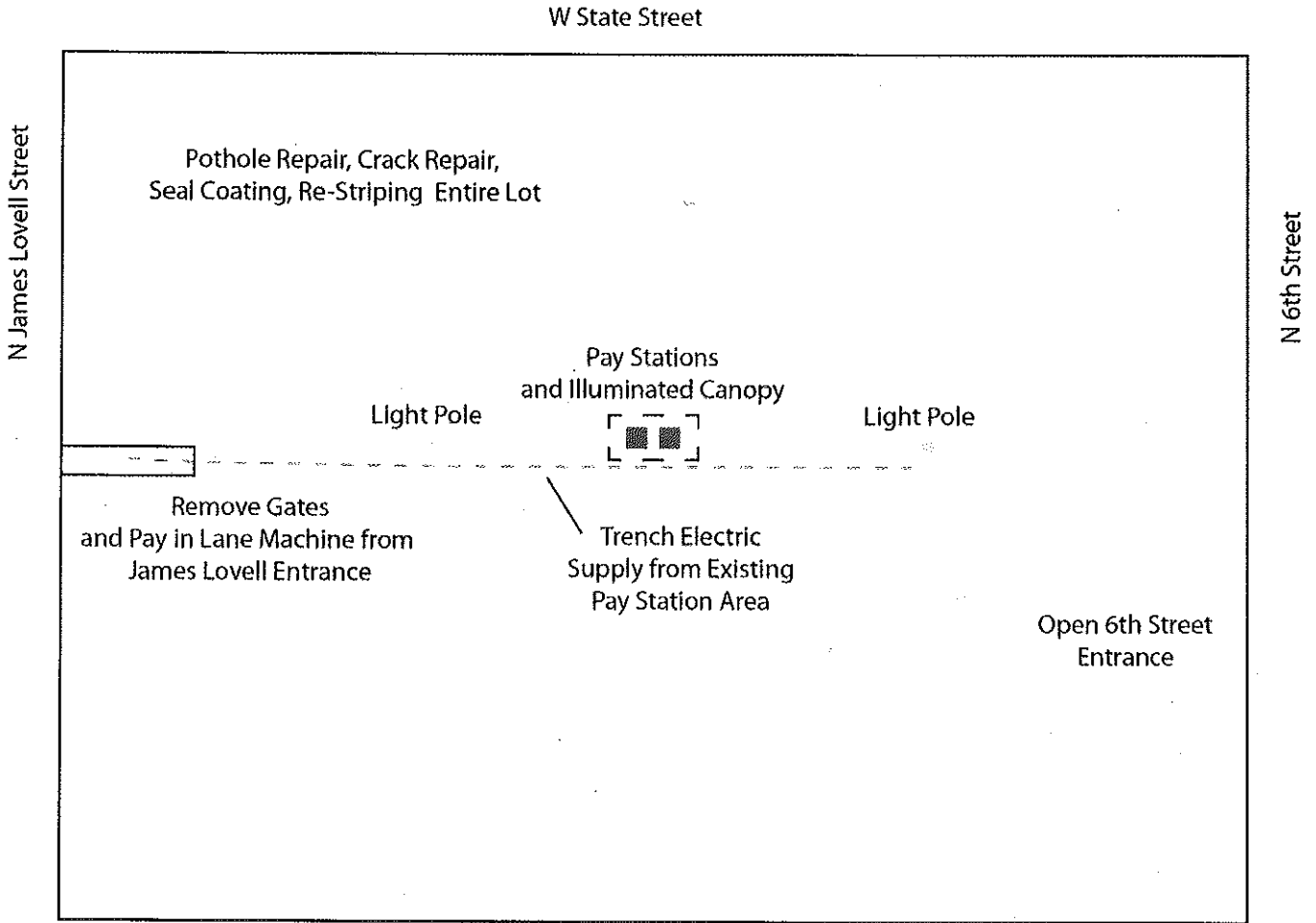
We also participate in many prominent real estate and business/neighborhood improvement associations and our active membership involvements in these associations such as Building Owners and Managers Association (BOMA), National Parking Association (NPA), Chambers of Commerce, Convention and Visitors Bureaus and various local business improvement districts and neighborhood associations keep us current with changing regulations on a local neighborhood zone, city, county and state levels.



B - Operations

1 - Proposed Use

The following diagram includes a schematic of the improvements proposed for the efficient operation of the 6th and State lot with the exception of final signage placements. We will work with Milwaukee County to specify exact locations of proposed improvements upon award of the contract and recognize that all improvements will require Milwaukee County approval in advance of performing any work.



2 – Equipment and Improvements

A summary of the equipment and improvements we will invest in the operation are as follows:

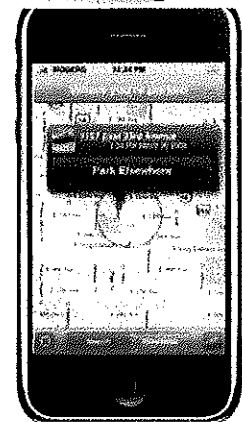
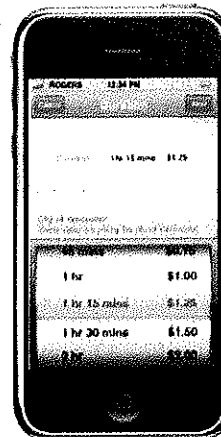
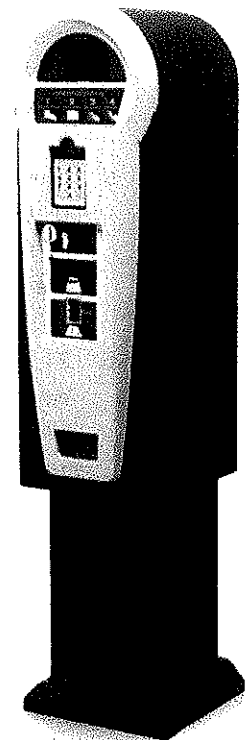
2 Automated Pay Stations	\$18,000 (\$9,000 per machine)
Installation	\$3,500
Canopy	\$5,000
Lighting	\$30,000
Signage	<u>\$3,500</u>
Total	\$60,000

Should the contract terminate in less than 60 months, we propose to sell the equipment to Milwaukee County at a price equal to the unamortized portion of the initial capital investment

As you can see, the proposed technology includes the following features:

1. Two Modern “Digital Payment Technologies” brand pay stations to be installed on your lot enabling payment by credit card, cash and electronic validations as well as almost infinite flexibility in short and long-term parking options. We propose to install the pay stations in a central location inside of the parking lot within a well-lit, visible, covered canopy. We believe, with the size of the lot and the volume of daily and event parking, two machines are necessary to provide exceptional customer service and minimize the potential for customer’s waiting in line to pay. Upon award of the contract, we will discuss specific location for the installation with Milwaukee County and install the machines in an approved location. The machines are capable of operating in one of three modes:
 - a. Pay by License Plate – Customers enter license plate number and pay by cash, credit card or electronic validation. Patrollers utilize our in-house electronic patrol system to check license plates throughout the lot for proof of current, valid payment.
 - b. Pay by Space – Customers enter stall number in machine and make payment (same as Pay by Plate). In our Milwaukee climate, we do not recommend this option as stall numbers are typically covered in snow at least during certain days; even with excellent plowing and ice control.
 - c. Pay and Display – Customers make payment, receive printed parking pass and place the parking pass in the dashboard of their vehicle. Patrollers check individual parking passes during the lot patrol. This mode of operation is in place at our other automated locations throughout Milwaukee.

We will initially operate the lot in pay and display mode.



2. Considering the substantial evening potential during both event and non-event periods, we believe the installation of a high efficiency LED lighting system is necessary to promote the lot and encourage public safety. We have budgeted for the installation of two light poles with flood style LED lights. We estimate the costs of each installed light pole at approximately \$15,000.
3. Integration with Verrus 'pay by phone' payment system including smartphone payment application whereby anyone can pay for parking without visiting the pay station and add time to their parking stay without returning to the parking lot.
4. Web based validation system for all area businesses enabling free or discounted parking to business patrons. With this system, authorized businesses and government departments may validate or offer discounted parking to customers for a pre-determined period of time. Interstate will bill each validation group on a monthly basis for their utilization. In lieu of the web-based solution, we are also able to offer electronic validations where authorized businesses may pre-pay or post-pay for electronic code numbers that can be entered into the pay station when paying for parking in lieu of paying with cash or credit card.
5. Event Parking – We will provide customer service staff for all major events at the Bradley Center, US Cellular Arena, Delta Airlines Center and any other area events that will create demand for parking on the lot. The customer service staff will 'flag' at the entrances, attracting attention to the parking lot and provide customer assistance in making payments and way finding.
6. 24 Hour local customer assistance at (414) 431-6555 for responding to parking related emergencies. Our local manager on duty will answer all calls on a 24/7 basis to assist customers with parking related problems and dispatch a member of our 24 hour parking service ambassador team if necessary to assist a customer in person or to perform emergency pay station troubleshooting.

Parking Program for Your Lot

With our extensive experience in the Milwaukee parking market, we believe there are several opportunities to introduce additional rate structures that will position the 6th and State lot as a competitive offering for the various parking users within the immediate radius of the lot.

Our proposed objectives philosophy is as follows:

- Provide competitive pricing for all day and employee parking
- Introduce hourly weekday rates to attract the extraordinary demand for hourly parking in the area
- Introduce event-specific rates to adjust for demand based on size of event
- Introduce competitive evening and weekend non-event rates to attract demand from MATC student parking, Museum and iMAX patrons

To achieve these objectives, our initial rates, subject to change, and comparison to nearby facilities are as follows. We recognize the requirement to guarantee the current monthly contract customers a rate of \$80 per month for the first 12 months of the lease.



Rate Proposal and Comparison

Rate Type	Proposed Rate	Current Rate	MacArthur Square	Bradley Center Ramp	Bradley Center Surface Lot
Early Bird - In by 9:00am	\$ 4.50	\$ 4.00	N/A	\$ -	\$ 3.00
Hourly Weekday	\$ 2.00	N/A	\$ 4.00	\$ 1.00	N/A
Weekday All Day Max	\$ 10.00	\$ 4.00	\$ 12.00	\$ 8.00	\$ 3.00
Weekday Evenings after 4pm (Non Event)	\$ 3.00	\$ 10.00	N/A	N/A	\$ 3.00
Weekend All Day (Non Event)	\$ 5.00	\$ 10.00	N/A	N/A	\$ 3.00
Event Rates	\$5 - \$30	\$ 10.00	N/A	\$5 - \$25	\$5 - \$25

Payment Convenience

Interstate Parking monthly and daily customers have the convenience of multiple payment options as follows:

Payment Type	Monthly Customers	Daily & Event Customers
Major Credit Cards	X	X
Cash	X	X
Check	X	N/A
Money Order	X	N/A
Wageworks	X	N/A
Commuter Check	X	N/A
Other Payroll Pretax Withdrawal Programs	X	N/A
Automated Recurring Credit Card Charge	X	N/A
Automated Recurring ACH Charge	X	N/A
One Time Credit Card Payment	X	N/A
Paypal	X	N/A

Corporate Account Payment Convenience

All corporate account activity during the month including monthly parking charges, validation account charges (including detailed backup of actual validation usage), access card replacement fees and any special purchases are invoiced between the 12th and 15th of each month. Combining invoices for both monthly parking and validation charges provides an added convenience to our corporate account customers and results in their ability to process payments to Interstate as compared to receiving multiple invoices throughout each month for each charge type.



3 - Parking Enforcement and Safety Methodology

Interstate Parking utilizes one of the industry's most advanced enforcement systems on the market and is the same system used by major municipalities including the City of Milwaukee. The Duncan AutoIssue / AutoProcess system enables our patrollers to efficiently patrol each automated parking lot and provide robust revenue enforcement. Violation notices are issued to vehicles that are found to be unpaid or improperly parked. The digital violation record contains the vehicle information including license plate number and/or VIN, make, model, color, violation type and payment terms. Violations are issued at \$50.00, reduced to \$25.00 if paid within 7 days. Fees are used to offset the cost of the system and payroll associated with enforcement.

Once a violation notice is issued, it is uploaded to the cloud-based Duncan Auto-Process violation management system on a daily basis. Once uploaded, customers may pay for their violation online at www.interstateparking.com or by mail or telephone on a 24 hour basis. Disputes are handled by our local customer service staff in Milwaukee. On our behalf, Duncan obtains vehicle owner information and sends a payment due notice once the violation notice has aged to 15 days. Once a violation notice has aged to 30 days, Duncan forwards the file to their in-house collection agency, Professional Account Management (PAM) and sends a second collection letter to the vehicle owner. PAM continues collection efforts until the violation has been paid and will utilize credit bureau reporting as a means of enforcing collections.

At any time throughout the collection process, Interstate Parking and Milwaukee County retain the right to void a violation notice for any reason.

Included in our proposal is our 24-hour enforcement service. We will patrol the lot randomly on a 24 hour basis with multiple patrols daily and targeted patrols on evenings, weekends and event periods.



Securitas Patrol Services

As an added benefit to Milwaukee County and in order to provide 24 hour patrol and customer assistance coverage, we utilize the services of Securitas Security Mobile Patrol to not only check the lots during evenings and weekends for revenue enforcement but to also provide a highly visible uniformed security patrol to encourage public safety. The cost of Securitas Security Mobile is included in the terms of our proposal and Milwaukee County will receive no additional charge for this service.

C – Customer Service, Policies and Procedures

Personnel Policies and Procedures

Interstate Parking Company recognizes that employees are its most valuable resource; that Company productivity and quality service are the sole result of employee efforts. Therefore, it is the policy of the Company to recognize and reward employees for dedication to continuous improvement, teamwork and customer service, excellence in leadership, motivation, support of staff and years of service. Some of our specific approaches to aligning staff and company goals are:

- Staff financial incentive plans tied to performance within employee's scope of responsibilities
- Review system based on employee's decision making judgment not a scorecard of mistakes



- In job responsibilities, we match responsibility with authority to empower and equip each of our employees in their positions
- Commitment to promotion from within including long-term career planning
- Regular company sponsored voluntary social outings to enjoy co-worker's company outside of the workplace

ORIENTATION PERIOD AND PERFORMANCE EVALUATIONS

All new employees are placed on a 90-day orientation or training period, during which time you are ineligible for vacation and sick time benefits.

During the first three months of your employment, your supervisor will be observing you to determine your aptitude for the job, how conscientiously you carry through the work assigned to you, your attitude toward your co-workers, together with your record for punctuality and attendance. At the same time, you will have the opportunity to decide whether you like your new job and surroundings.

Periodic evaluations are an important part of the employment relationship. A written performance evaluation will normally be conducted at least annually by your supervisor. The annual review date is your yearly anniversary. This evaluation will be discussed with you so that you will know the areas you are doing well in, how you need to improve, and what you can do to meet your goals, as well as those of your supervisor and the Company. It is also an opportunity for your manager to receive input from you concerning any job difficulties that may be occurring.

Your performance is observed by your supervisor throughout the year. Careful review is made of your attitude toward work, your cooperation, your record of punctuality and attendance, your neatness, the quality and quantity of your work, and the degree of responsibility connected with your particular job.

Salary increases and promotional opportunities are based upon your performance. Evaluations are not, however, automatically accompanied by a salary increase. If you have any questions concerning your salary or progress, see your supervisor.

EMPLOYEE CLASSIFICATIONS

Full-Time Employees are considered full-time when consistently working 30 or more hours per week.

Part-Time Employees are considered part-time when consistently working 20 or more hours per week, but less than 30.

Temporary, Contract or Event Employees are employees who work less than 20 hours per week or are on call as needed and are not eligible for any employee benefits.

A) EMPLOYEE BENEFITS

VACATION

Vacation is provided for you by the Company so that you may have time available for rest and relaxation without loss of income.

Vacation Benefits Awarded

Full-time Employees



Full-time employees, regularly scheduled to work 40 hours per week, accrue vacation hours based on their continuous years of service according to the following:

0 – 1 year		2 – 4 years		4+ years	
Total hours accrued	Hours accrued per pay period	Total hours accrued	Hours accrued per pay period	Total hours accrued	Hours accrued per pay period
56	2.1539	96	3.6924	136	5.2308

Part-time Employees

Part-time employees who work a minimum of 20 hours per week will accrue vacation hours based on their regularly scheduled hours per week and according to the years of continuous service as shown in the following chart:

Hours scheduled per week	0 – 1 year		2 – 4 years		4+ years	
	Total hours	Hours accrued per pay period	Total Hours	Hours accrued per pay period	Total Hours	Hours accrued per pay period
20-25	28	1.0769	48	1.8462	68	2.6154
26-31	36	1.3846	64	2.4615	88	3.3846
32-39	48	1.8462	80	3.0769	112	4.3077

Vacation hours are accrued according to the employee’s anniversary year. Employees are responsible for monitoring and taking their vacation time off over the course of a year so that they do not lose accrued hours when their current anniversary year ends. Unused vacation hours at the end of an employee’s anniversary year are forfeited without pay and will not be paid out in lieu of time off.

Paid holidays falling within an approved scheduled vacation will be recorded as holiday time. No allowance will be made for sickness occurring during a scheduled vacation. Vacation time does not accrue during periods of unpaid time off.

Vacation Payout

If you terminate employment with the Company, you will receive vacation pay for vacation time you have accrued and not taken during that year. If an employee has used vacation time that has not yet been accrued, and voluntarily terminates their employment with the Company, the vacation hours taken will be deducted from the final paycheck. Employees who give two weeks notice of employment termination must work the two weeks without utilizing vacation hours.

HOLIDAYS

The Company observes six holidays:

- New Years Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day



Christmas Day

Full-time Employees

Full-time employees are immediately eligible for holiday pay. In order to receive holiday pay, employees must be at work their scheduled day prior to and the scheduled day following a holiday, or be on an authorized absence.

Holidays falling within an approved scheduled vacation will be recorded as holiday pay. Holidays will not be paid to employees on any type of leave of absence.

Holiday pay is not considered time worked for the purpose of overtime calculations.

Employees who are assigned to work on a holiday by their supervisor, and no arrangements for a substitute day off have been made, will be paid for their holiday hours plus they will be paid their regular rate for all hours worked on the holiday.

Part-time Employees

Part-time employees are not eligible for holiday pay unless the holiday falls on their normally scheduled work day. If the holiday falls on your normally scheduled workday, you will be compensated for your normally scheduled hours. If you normally work less than 20 hours per week or are an event employee, you are not eligible for holiday benefits.

Religious Holiday Absence

The Company permits absences from work for employees to participate in religious observances. These absences should be arranged with your supervisor at least one week in advance. Employees may use their vacation days for religious observance, or time off without pay.

SICK LEAVE

Occasionally, you may experience illnesses or family emergencies which make it necessary to be absent from work for a limited period of time. To help provide income protection in the event of illness or injury, paid sick leave benefits are provided to you. Sick leave may be used for your own personal illness, the illness of an immediate family member or for medical or dental appointments for you or an immediate family member.

All eligible employees are awarded paid sick leave benefits after 90 days of employment.

Sick Leave Benefits

Full-time Employees

All full-time employees are eligible for 40 hours of paid sick leave benefits each anniversary year.

Part-time Employees

Part-time employees who work a minimum of 20 hours per week are eligible for paid sick leave benefits each anniversary year based on the following schedule:

<u>Hours scheduled per work week</u>	<u>Hours Awarded</u>
20 – 25	20
26 – 31	26
32 – 39	32

Sick leave does not count towards time worked for overtime purposes.



Sick leave awarded on your anniversary will be reduced if you have an absence of more than four (4) consecutive weeks.

Sick Leave Notice

Sick leave benefits may be used in half (½) hour increments. If you will be late or absent, you are required to contact your supervisor by phone at the start of the work day. If you will be absent two (2) or more consecutive days, please call in at the beginning of each day of the absence. Leaving a voice mail, an email or a message with a coworker, does not qualify as notifying your supervisor; you must personally speak with him/her. At the supervisor's discretion, an employee who is absent more than three (3) consecutive days or in cases of repeated illnesses may be required to present medical documentation for the absence.

Accumulation of Sick Leave Benefits

Unused sick leave will accumulate in half-hour increments. When accumulated sick leave reaches the maximum, further accumulation of sick leave is suspended until the balance has been reduced below the maximum limit.

Full-time Employees

Full time employees working 40 hours per week may accumulate a maximum of 80 hours of sick leave.

Part-time Employees

Part-time employees who work a minimum of 20 hours per week may accumulate sick leave benefits based on the following schedule:

<u>Hours scheduled per work week</u>	<u>Max. Accumulated Hours</u>
20 – 25	40
26 – 31	52
32 – 39	64

Sick Leave Benefits Payout

Payment will not be made for unused sick leave benefits. If employment terminates with the Company, you will not be paid for unused or accumulated sick leave.

TIME OFF TO VOTE

The Company encourages its employees to exercise their privileges and duties as citizens, including their right to vote. Employees who do not have sufficient time outside their normal work schedules to vote can request time off to vote in accordance with the guidelines outlined below.

Paid leave to vote

Hourly employees who need time off to vote in general elections or primaries are eligible for up to two hours' paid leave at the beginning or end of their shifts if they meet the criteria of eligibility. To be eligible, the employee must be scheduled to work more than eight hours that day and not have enough time to vote outside of working hours. Only registered voters are eligible for paid voting leave. Residents of Arizona, California, Hawaii, Illinois and Texas who have three consecutive nonworking hours during which the polls are open are considered to have enough time to vote.

Notification requirement

Employees requesting voting leave should make arrangements with their immediate supervisors in advance and in no case later than two days before the election.



Overtime impact

Unless otherwise required by law, the company does not consider paid voting leave as time worked for purposes of computing overtime pay. Supervisors cannot schedule overtime on election days without first making sure that the overtime does not interfere with the affected employees' voting rights.

JURY DUTY

The Company encourages all employees to be civic minded. If you are called upon to serve on a jury, you will be given a leave of absence but you will not be paid for the time off. When you are released from jury duty, you should call your supervisor to discuss the time and date that you will resume your normal schedule.

Time off will be granted for you to serve as a juror; to appear as a crime victim witness; and to obtain relief from domestic violence.

MILITARY LEAVE AND MILITARY RESERVE DUTY

We will grant a military leave of absence to employees who enlist, are inducted or are recalled to active duty in the Armed Forces of the United States. Our obligation as an employer is to make sure that those employees who perform active military duty in the Armed Forces, the Reserves or the National Guard, are able to leave their employment temporarily with the knowledge that their affairs are in order and their rights are protected by Federal and State Law.

Upon receipt of orders for active or reserve duty, an employee should notify his/her supervisor, as well as the Human Resources Department, as soon as possible, unless military necessity prevents advance notice or it is otherwise impossible or unreasonable.

We will reinstate those employees returning from military leave to their same position, or one of comparable seniority, status and pay if they:

- Have a certificate of satisfactory completion of service;
- Apply within 90 days after release from active duty or within such extended period, if any, as their rights are protected by law; and
- Are qualified to fill their former position.

If you would like more information on the specifics of this law, The Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) contact the Human Resources Department.

INSURANCE BENEFITS

The Company offers health and dental insurance and flexible-spending accounts to its full-time employees.

This handbook is intended to provide a general, informative overview of available benefits. Specific information and summary plan descriptions on each benefit offering can be obtained from the Human Resources Department. The Company reserves the right to make changes in its benefit plans and to make appropriate revisions in cost, coverage or eligibility as it sees fit at any time. Should specific benefit questions arise, the plan documents shall take precedence over the summary information in this handbook.

HEALTH AND DENTAL INSURANCE



All full-time employees are eligible to participate in our health and dental insurance programs sponsored by the Company through Anthem. Premiums are paid on a pre-tax basis through a payroll deduction program referred to as the Flexible Spending Plan. Pre-tax deductions allow you to pay for your premiums before Federal, State, FICA and Medicare taxes are applied.

The following guidelines apply to the Company-sponsored health and dental plan:

- **Eligibility.** To be eligible for enrollment in the group health and dental insurance plan, you must work an average of 30 hours per week or more. The Date of Eligibility is defined as:
 - Date hired at 30 hours per week or more.
 - Date hours increased to 30 hours or more.

An enrollment application must be completed, signed and returned to the Human Resources Department within 60 days of eligibility to receive coverage under the health plan.

- **Waiting Period – Effective Date of Coverage.** The effective date of coverage is the first day of the month following 60 days of continuous eligibility.

If you do not enroll within the first 60 days of eligibility, you have the option to enroll during open enrollment or during a special enrollment period due to a “qualifying event”. A “qualifying event” includes marriage, divorce, birth/adoption, death and employment status changes.

- **Changes in Coverage** - Should you need to add dependents to coverage due to marriage or birth/adoption, a new enrollment application must be completed and forwarded to the Human Resources Department within 30 days of the special enrollment event. Coverage will become effective the date of marriage or birth/adoption.

FLEX SPENDING PLAN

All full-time employees (who work a minimum of 30 hours per week) are eligible to join the Flex Spending Plan the first of the month after 60 days of employment. The flexible spending plan allows you to further reduce your expenses for medical and dependent care needs.

This plan allows you to pay for certain health-related or dependent care expenses with a portion of your income on a pre-tax basis. For example, flexible spending benefits can help you reduce your out-of-pocket expenses related to your health and dental annual deductibles, vision care or reduce your costs for planned dependent care or other health needs not covered by your insurance plan.

F) HIRING POLICIES AND PROCEDURES

Hiring Policy

Interstate Parking Company believes hiring qualified individuals to fill positions contributes to the overall strategic success of the Company. In all internal and external recruitment and selection efforts the Company makes every effort to ensure equal employment opportunity to all individuals and abides by the EEO and nondiscrimination provisions of all applicable federal, state and local laws.

Hiring Procedure



Job Descriptions

When a job opening occurs, the hiring manager must ensure that an accurate and up-to-date job description exists for the open position.

Job Descriptions – In drafting a job description for both an existing and newly created position, the hiring manager must identify all of the position's essential job functions, duties, responsibilities, purpose, working conditions and reporting relationships as well as knowledge, skills and abilities required. Hiring managers should be aware of the need to revise and update job descriptions for any existing position whose duties, activities, or requirements have been changed or modified since the last description was prepared. The Human Resource (HR) Department is available to assist the hiring manager in completing job descriptions.

The hiring manager should submit the updated job description to the Operations Manager. The Operations Manager should review the job description for completeness and accuracy while making sure the position is authorized under the department's current budget.

Job Postings

To promote the efficient filling of job vacancies and provide opportunities for career growth, the Company follows a promotion-from-within procedure. All job openings will be posted at the worksite where the job is located. Each job posting will contain the following information: job title, department and location, a brief description of the job and the minimum qualifications and experience required for the job. Open positions will remain posted until the position is filled or at management's discretion.

Internal Transfers – Employees must first make their immediate Supervisor aware of their intent to apply for an internal position. After an employee has spoken to the Supervisor, she/he should contact the HR Department or the hiring manager to apply for the position. All applicants for the posted vacancy will be considered on the basis of their qualifications and ability to perform the job successfully. Internal candidates who are not selected will be notified by the HR Department or the hiring manager. Once transferred to a new position, employees will enter into a training period for the new position.

Recruitment Advertising

In addition to internal applicants the Company normally recruits qualified candidates through a variety of sources. Depending on the position and knowledge, skills, ability or experience levels required, the HR Department or hiring manager may use the following sources:

Resumes/Applications on File – The HR Department or hiring manager will review all of the applications and resumes received within the past 90 days to determine if there are any qualified candidates.

- Employee Referrals – Employees are encouraged to advise their friends and associates who are interested in the position with our Company to submit their resume.
- Advertisements – The HR Department or hiring manager may place classified and display advertisements for an open position in local newspapers and, where appropriate, in selected trade or professional journals. All associated costs are charged to the hiring department's budget.
- Internet Job Posting Sites – The HR Department or hiring manager may post open positions on internet job boards local college campus job sites and, where appropriate, selected trade job sites. All associated costs are charged to the hiring department's budget.
- Employment agencies – Depending on the requirements and level of the open position, the HR Department or hiring manager may enlist the efforts of recruitment or employment agencies to identify and screen potential candidates. The fees charged by these agencies are charged back to the hiring department's budget.



All applications and resumes received by the HR Department or hiring office are kept in active status for one (1) year. The HR Department or hiring manager should acknowledge receipt of all resumes and applications submitted in response to a job opening.

Company recruitment initiatives must emphasize that the company is an "equal opportunity employer." We make every effort to ensure that in every phase of the recruitment and selection process, equal employment opportunity is provided to all individuals, regardless of race, color, sex, age, creed, disability, marital status, sexual orientation, national origin or citizenship, or veteran's status. We are committed to carrying out and complying with all EEO and affirmative action obligations under applicable federal, state and local laws and regulations.

Interviews and Pre-employment Tests

The HR Department or hiring manager will screen applications and resumes prior to scheduling interviews. Based on the preliminary review of individual qualifications, applicants who appear to be the most qualified for the position will be scheduled for a first interview with the HR Department or hiring manager. To ensure the accuracy and completeness of our records, applicants who have not completed an Employment Application will be asked to do so prior to the first interview. We require all individuals who wish to be considered for employment to complete and sign an Employment Application. We also request that each applicant read and sign the "Notice of Applicants" and "Self Identify" forms. These notices inform the applicant of our Company's EEO policy and state our commitment to being an equal opportunity employer. They also give the applicant an opportunity to "self identify" to the Company and identify any needs that the applicant may have for reasonable accommodation or assistance under the guidelines of the ADA.

Based on the information gathered in the first interview, second interviews will be setup with the hiring manager and/or Department Manager with those candidates who meet the qualifications and requirements for the position.

Notes should be taken during each interview to document the decision to accept/reject the candidate.

After all interviews have been conducted the hiring manager will decide which applicant (if any) is most qualified for the position.

All applications and resumes not selected should be filed in an active file for the appropriate retention period.

Reference and Background Checks

Employment references must be checked when a decision has been made regarding interest in hiring an applicant. In reviewing qualifications and backgrounds of candidates for certain positions, the Company may choose to use the services of Verified Inc. to conduct criminal, education, credit and MVR checks.

Job Offers

Upon receiving satisfactory results from the reference and criminal background checks a final decision will be made by the hiring manager on hiring the candidate. A starting wage will also be determined at this time. The hiring manager will then make an oral offer of employment to the candidate, which, if accepted will be followed by a written offer (where appropriate) of employment. The offer of employment will be contingent on the passing of a 10-panel drug and alcohol screening.

Under Interstate Parking Company's drug and alcohol testing policy, all prospective employees will be asked to submit to drug and alcohol testing. No prospective employee will be asked to submit to testing unless an offer of employment has been made. The prospective employee will be asked to sign an Applicant's Consent to Drug/Alcohol Testing form. If the prospective employee refuses, he or she will not



be considered for employment and the employment application process will be terminated. If an applicant's test is confirmed positive, the applicant will not be considered for employment and will be informed that he or she has failed to meet employment standards.

Notification of Unsuccessful Candidates

After the candidate has accepted an employment offer, the hiring manager or the HR Department is responsible for notifying unsuccessful candidates that the position has been filled and they are no longer being considered. The HR Department or hiring manager is responsible for compiling and maintaining all legally required documentation relating to the Company's efforts to fill the open position.

New Hire Orientation Policy

Effectively orienting new employees to the Company and to their positions is critical to establishing successful, productive working relationships. The employee's first interactions with their supervisor should create a positive impression of the department and the Company. The time the supervisor spends planning for the new person's first days and weeks on the job will help enable the employee to assimilate more easily to the Company and become a key contributor to the department more quickly.

An effective orientation will:

- Foster an understanding of the Company's culture and values.
- Help the new employee make a successful adjustment to the new job.
- Help the new employee understand her/his role and how she/he fits into the total organization.
- Help the new employee achieve objectives and shorten the learning curve.
- Help the new employee develop a positive working relationship by building a foundation of knowledge about the Company's objectives, policies, organization structure and functions.

New Hire Orientation Procedure

Before the Employee Arrives

The new employee orientation process begins before the employee comes to work. Planning ahead for the new employee's arrival will allow the supervisor and the new employee to spend productive time on that first day. So, before the employee arrives the supervisor or the Human Resource Department should:

- Mail New Employee Orientation Information to the new hire.
- Confirm start date with new hire; inform new hire where to park and first day arrival time and remind them to bring New Employee Orientation packet and employment eligibility documents with them on their start date.
- Notify everyone in your department/office that a new person is starting and what the person's job will be. Ask the other staff members to welcome the new employee and encourage their support.
- Prepare workstation/office set up (telephone, computer, office supplies, etc.).
- Arrange for a building passcard/key(s) and parking pass if necessary
- Prepare the first day agenda for the new hire.
- Make a copy of the employee's job description.
- If possible, identify a staff member to act as a buddy for the first week.
- Draft a training plan for the new employee's first few months.

The First Day on the Job

A new employee may be anxious about starting a new job. Try to create a comfortable environment and remember not to overwhelm the new employee with too much information on the first day. Orientation is a continuing process, so there will be plenty of time to give the employee all the necessary information.

On the first day, you should:

- Give a warm welcome and try to reduce any nervousness the new employee may feel.
- Discuss your plan for the first day.
- Introduce the employee to other staff members.



- Arrange for someone to take new employee to lunch (not always possible in every job).
- Show the new employee around the office.
- Provide keys to the office, desk etc. Describe procedures for entering or locking work areas, if appropriate.
- Review telephone, fax, e-mail, and Internet use.
- Review procedures for recording time and attendance.
- Review the New Employee Orientation Packet (i.e. Employee Handbook, policies and benefit information). Be sure to discuss any questions or refer the employee to the Human Resources Department. Remind the employee to fill out and submit new hire and benefits forms on time (see new hire form checklist).
- Discuss the new employee's job description and job responsibilities.
- Order business cards, if appropriate.

First Week of Employment

During the first week of employment, a new employee should gain an understanding of the Company, his or her department and his or her job responsibilities. The following discussions will help accomplish these goals:

- **Organization of the Company.** Spend time explaining the Company's structure. Talk about where your department fits in and how it relates to other departments in the Company. Explain the roles of key personnel (Supervisor, co-workers, Human Resources, etc.) and workplace reporting structure.
- **New Employee Introductory Period and Performance evaluation process.** Discuss what the introductory period is all about and explain how and when the employee's performance will be appraised during this period. Explain that you and the new employee will be developing a performance plan and work goals, discussing their progress and evaluating their performance. Explain the timing of appraisals and the methods you'll use to measure progress.
- **Department work rules.** Review your department's work rules with the new employee. Discuss attendance guidelines, call-in procedures, and requests for time off.
- **Security and Safety.** Discuss your department guidelines on security (keeping doors, cabinets, and file drawers locked) and safety (evacuation and emergency procedures).
- **Injuries on the job.** Discuss procedures for handling injuries on the job. Tell the employee to report all job-related injuries to you, regardless of how minor.
- **Training plan.** Discuss your training plan with the employee. Consider incorporating any changes the employee suggests. Implement any changes that you both agree upon.
- **Employee's overall impressions.** At the end of the week, find out how the employee perceives your department so far. If there are any problems or concerns, address them.

B) TRAINING POLICIES AND PROCEDURES

Training Policy

The introductory period is intended to give new employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets their expectations. The supervisor should use this period to evaluate the employee's capabilities, work habits, and overall performance. To make this decision, the supervisor should develop performance expectations and objectives, observe the employee, provide feedback, and set aside ample time to evaluate the employee's performance.

The probationary period can:

- Help the employee achieve training goals and performance objectives.
- Ensure that the employee has all the tools to perform the job successfully.
- Help the employee develop the skills needed to perform the job.
- Confirm that the best qualified person was chosen for the position.



- Foster a mutual understanding of expectations, performance objectives and the evaluation process.

Either the employee or the Company may end the at will employment relationship at any time during or after the introductory period, with or without cause or advance notice.

Training Procedure

All new employees work on an introductory basis for the first ninety (90) calendar days after their date of hire. During the introductory period the new employee needs as much support as possible. This is a very crucial time for the supervisor and the employee, so the supervisor should set aside time to:

- Provide the employee with a clear job description.
- Provide clear performance expectations and objectives so the employee understands what is expected of her/him and how she/he will be measured.
- Acquaint the employee with office procedures and practices.
- Provide a good systematic departmental orientation for the new employee.
- Explain how and when the employee will be evaluated in writing.
- Provide follow-up sessions as often as necessary so the employee can adjust to his/her new working environment.
- Tell the employee when his/her introduction period will be over.
- Evaluate the employee's performance in accordance with applicable policies and procedures.
- Show a continuing interest in the new employee (it's not enough to explain terms and conditions of employment and leave the employee to make it from there alone).

At the end of the introductory period, the supervisor should have complete confidence that their employee meets or exceeds performance objectives. New employees should be evaluated in writing at least once during the introductory period, preferably at about the three-month point. Beyond that, the supervisor should provide an evaluation whenever they believe it is necessary, in order to help the employee pass the introductory period.

As a result of an absence during the new employee's introductory period or for other reasons identified by management, the employee's introductory period may be extended for a specified period of time to give further opportunity for the employee to demonstrate their ability to do the job. The supervisor should contact the Human Resources Department when a new employee's introductory period is extended. The suggested extension of the introductory period is 60 days.

During the initial introductory period, new employees are eligible for all benefits that are required by law, such as workers' compensation insurance and Social Security. In addition, employees may be eligible for most other benefits to include health, dental, life and short term disability insurance. Employees are not allowed to use vacation or sick time during the introductory period.

Upon satisfactory completion of the initial introductory period, employees enter the "regular" employment classification.

On-going Activities

After the initial period of orientation and training, all employees have a need for ongoing feedback and development to encourage good performance and enable them to reach their potential. Supervisors should provide the following on an ongoing basis:

- Provide positive and negative performance feedback.
- Collaboratively develop objectives and expectations on an annual basis.
- Collaboratively construct development plans that include formal and informal training opportunities.
- Elicit feedback from employees regarding their performance, suggestions and concerns.



Provide annual performance appraisals.

D) EQUAL EMPLOYMENT OPPORTUNITY POLICY

One of the most important contributions to the success of the Company is the caliber of employees that make up the organization. Therefore, it is our objective to employ only those individuals who have the necessary skills, education and experience to fill the requirements of available positions.

It is the policy of this Company to select, develop, and promote employees based on individual ability and job performance. It has been, and shall continue to be, the policy of this Company to provide equal employment opportunity to all people in all aspects of employer-employee relations without discrimination because of race, color, religious creed, gender, national origin, ancestry, marital status, age, physical disability, and any other characteristic protected by law. This policy affects decisions including, but not limited to, an employee's compensation, benefits, terms and conditions of employment, opportunities for promotion, training, and development, transfer, and other privileges of employment. It has been, and shall continue to be, the Company's policy to maintain a working environment free of sexual harassment and intimidation. It is further the policy of the Company to comply with the letter and spirit of applicable local, state, and federal statutes concerning equal employment opportunity.

Management will carry forward the Company's policy of nondiscrimination, equal employment opportunity and reasonable accommodation. All employees are expected to conduct themselves in a manner that is not offensive as to the race, color, religion, gender, national origin, ancestry, age, sexual orientation, marital status, veteran status or disability of any employee and to report all instances of perceived discrimination to the appropriate staff. We are committed to providing a work environment in which employees are treated with courtesy, respect and dignity. All personnel activities such as recruitment, hiring, transfers, promotions, layoffs, compensation, benefits and other terms and conditions of employment are free of discriminatory practices and are established with the above policy in mind. The Company will not tolerate discrimination in any employment decision and will remedy any violation of this policy. If an employee feels they have been a victim of discrimination, they should notify their supervisor or Ann Kramer-Haag, Director of Human Resources. Reporting a claim of discrimination will be held in the strictest confidence and retaliation against an employee who makes a good faith report of discrimination will be prohibited.

It is our policy to provide equal employment opportunities and non-discriminatory employment practices for all employees and applicants without regard to race, color, sex, age, marital status, religious belief, national origin, sexual orientation, disability, or veteran status.

Where an individual makes known his or her disability, Interstate Parking Company, Inc. by its managers will provide reasonable accommodations to the extent required by law to enable such employees to perform the essential functions of their jobs and to enjoy the same benefits and privileges of employment as are enjoyed by employees without disabilities.

Every member of management will carry forward our policy of non-discrimination, equal employment opportunity and reasonable accommodation. All employees are expected to conduct themselves in a manner that is not offensive as to the sex, race, color, age, religion, national origin, disability or veteran status of any employee.

All personnel activities such as recruitment, hiring, transfers, promotions, layoffs, compensation, benefits, and other terms and conditions of employment are free of discriminatory practices and are established with the above policy in mind.



INVITATION TO SELF-IDENTIFY PHYSICAL AND MENTAL DISABILITIES

Any employee who is a person with a disability may voluntarily inform Ann Kramer-Haag, Director of Human Resources, located at 710 N. Plankinton Avenue, Milwaukee, WI, 53203, phone (414) 274-2452 of any physical or mental disability and may suggest methods of reasonable accommodation. This information is confidential and will only be used to evaluate reasonable accommodation alternatives to permit you to perform the essential functions of the job in a safe and efficient manner, and for emergency medical treatment. Refusal to volunteer this information will not subject an employee to any adverse treatment or penalty.

JOB PERFORMANCE

Any employee who believes that he/she is having difficulty in continuing to meet the performance requirements of the job due to a physical or mental disability is encouraged to advise Ann Kramer-Haag, Director of Human Resources regarding the nature of the disability, the work limitations covered by the disability and any suggested reasonable accommodations.

F) SEXUAL AND OTHER UNLAWFUL HARASSMENT POLICY

Interstate Parking Company (IPC) is committed to a workplace free of sexual harassment and harassment based on race, color, religion, age, gender, national origin, sexual orientation, physical or mental disability, marital status, status as a veteran or any other status protected by federal, state or local law. Any such harassment is against IPC policy and will not be tolerated in our workplace or at work-related events. This policy applies to all IPC employees, vendors, customers, guests, invitees and all other persons who enter our workplace. Supervisory or managerial personnel are responsible for taking proper action to prevent discrimination and harassment from occurring, this policy against harassment is and, will continue to be, communicated to each employee. No employee of this Company is exempt from this policy.

Harassment on the basis of sex is a violation of federal and state laws. Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature constitutes sexual harassment when: 1) submission to such conduct is made, either explicitly or implicitly, a condition of your employment; 2) submission to or rejection of such conduct is used as the basis for employment decisions affecting you and your job; or, 3) conduct substantially interferes with your work performance or creates an intimidating, hostile or offensive working environment.

Every manager and supervisor is responsible for ensuring that IPC provides a workplace free of harassment, inappropriate behavior and any form of discrimination and that complaints are handled promptly and effectively. They are also responsible for discussing this policy with all employees and assuring them that they are not required to endure insulting, degrading, or exploitative sexual treatment.

Specifically, no manager shall threaten or insinuate, either explicitly or implicitly, that an employee's refusal to submit to sexual advances will adversely affect the employee's employment, evaluation, wages, advancement, assigned duties, or any other condition of employment or career development.

Other sexually harassing conduct in the workplace, whether committed by supervisors or non-supervisory personnel, is also prohibited. Examples of prohibited sexual harassment include, but are not limited to, conduct such as:

- unwelcome sexual flirtations, advances or propositions;
- verbal abuse of a sexual nature;
- graphic verbal comments about an individual's body;



- sending messages of a sexually explicit or harassing nature via e-mail, the internet or voicemail;
- sexually degrading words used to describe an individual; and
- displaying sexually suggestive objects or pictures in the workplace.

In addition to sexual harassment, other forms of harassment may also interfere with a productive and respectful work environment. IPC prohibits harassment based on an individual's race, color, gender, national origin, sexual orientation, religion, age, physical or mental disability, marital status, veteran status or any other status protected by federal, state or local law.

Harassment may include such behavior as slurs, demeaning jokes or comments, innuendoes, unwelcome comments, cartoons, pictures, pranks, hazing, stereotypical comments, derogatory descriptions or other verbal or physical conduct. Such behavior is considered harassment when it has the purpose or effect of creating an intimidating, hostile, or offensive working environment; unreasonably interferes with an individual's work performance; or affects an individual's workplace opportunities.

If you believe you are or have been harassed, or if you are aware of the harassment of others, you are asked to immediately report the incident to your supervisor or to the Director of Human Resources, Ann Kramer-Haag, 414-274-2452. All complaints will be promptly investigated on a fair and impartial basis. You will be contacted when the investigation is completed. IPC will take the corrective action it determines is appropriate based on its findings. Depending on the severity of the offense, appropriate disciplinary action may include transfer to another department, warning for a first violation or termination of employment for a serious offense.

This procedure has been established for the benefit of all employees to assure the means of expressing any complaints. No employee will be penalized or retaliated against for making use of this complaint procedure or for providing information in good faith about an incident of alleged harassment. All complaints and investigations will be treated confidentially.

We trust that the employees of IPC will act responsibly to maintain a safe workplace, will treat each other with dignity and respect, and will work to maintain a workplace free of discrimination and harassment.

F) SAFETY

The company is committed to providing a place of employment that is free from hazards likely to cause accidents and serious injury. For your protection and the protection of your co-workers, safe work habits must be practiced at all times. Work areas are to be kept clean and free of debris. If you see a potential hazard that you cannot correct yourself, notify your supervisor. If an injury is serious, call for professional assistance immediately. Remember to report all injuries at once to your supervisor, no matter how minor. Become familiar with the location of first aid kits and fire extinguishers in your work location. Your supervisor will provide you with all necessary safety information and requirements. This training should occur during your first week on the job.

For safety purposes, you sign a Material Safety Data form which will advise you of the hazardous and non-hazardous materials you are working with and where this information can be found in the event of contact with any of these materials, and names of personnel and alternates responsible for site safety and health.

INCIDENTS/ACCIDENT PROCEDURES

Interstate Parking Company has implemented the following procedure for Injury Reporting and will be liable **ONLY** if the following procedures are followed:



- a. **Immediately report the incident/accident to your supervisor.** No reporting of an injury will be acknowledged by the company if you fail to report the incident immediately.
- b. Report to the office with your supervisor to report the incident/accident and to complete the report.
- c. The injured employee will be taken to the company's designated physician/clinic, accompanied by the injury report, by one of IPC's personnel. The back of the injury report has a medical report which must be completed by the attending physician. The employee, unless physically unable to do so, must return this form to the office with the injury report. If this form is not returned the same day of the injury, the company will not be liable for payment; the employee will be liable for all payments to the physician.

WORKERS' COMPENSATION INSURANCE

The Company carries insurance in accordance with each State Workers Compensation Act. This insurance provides protection for all employees in the event of lost time or medical expenses due to injuries or accidents sustained during the course of employment. All benefits are paid from funds contributed by the Company at no cost to the employee.

It is important that you notify your supervisor immediately about any job-related injury or illness, regardless of how minor it might appear at the time. Immediate reporting ensures that, if eligible, you will qualify for workers' compensation benefits as quickly as possible and also lets us investigate the matter promptly. Failure to report injuries promptly (within 24 hours) may result in denial of workers compensation benefits and disciplinary action up to and including separation of employment. Employees who have a work related injury are required to have a drug test at that time of injury.

Workers' Compensation insurance does not cover any injuries you may incur while traveling to and from work, or injuries you might incur during a lunch break, if you are not on company premises.



IV-F. Financial Rate and Budget Information

1. Financial Statements

Included as Exhibit "A" to this proposal are the past two years tax returns for Interstate Parking Company. This information is confidential and as such we have included the "Designation of Confidential and Proprietary Information" form along with our proposal.

2. Bidders Payment History

Included as Exhibit "B" to this proposal are two written letters by payees of Interstate Parking Company evidencing our positive and timely payment history. Additional references are available upon request including our bank reference at The Private Bank.



Attachment "A" – Bid Submission Form



ATTACHMENT A

Bid Submission Form

Milwaukee County Department of Administrative Services
 Facilities Management Division
 601 North State Street Parking Lease and Parking Lot Operation
 RFP # 938001

TO:
 Milwaukee County Clerk's Office
 901 North 9th Street Room 105
 Milwaukee, Wisconsin 53233

I, Interstate Parking Company (Bidder) acknowledge receipt of the Milwaukee County Department of Administrative Services - Facilities Management Division Request for Proposals for 601 North State Street Parking Lease and Parking Lot Operation and submit the following proposal in response thereto:

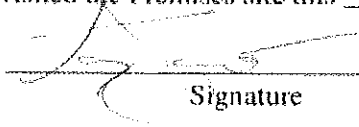
A. Bid Format

Year	<u>Minimum bid/year</u>	<u>Additional bid amount</u>	<u>Total Bid</u>
2013	\$300,000	\$ 6,022.00	\$ 306,022.00
2014	\$300,000	\$ 6,022.00	\$ 306,022.00
2015	\$300,000	\$ 6,022.00	\$ 306,022.00
2016 if renewed/extended	\$300,000	\$ 10,522.00	\$ 310,522.00
2017 if renewed/extended	\$300,000	\$ 10,522.00	\$ 310,522.00
Totals	\$1,500,000.00	\$ 39,110.00	\$1,539,110.00

Plus Ten Percent (10%) sales revenue in excess of \$350,000 per lease year. Payable annually, 30 days after the end of each lease year. *please refer to section IV.C. for additional percentage rate compensation offer (page 10 of proposal).

B. Site Visit Verification

The scheduled Site Visit prior to bid submission is optional. The scheduled site visit will be held at the Premises on February 07, 2013. All Bidders though must certify that they have visited the site by providing this verification with their bid.

SITE INSPECTION VERIFICATION	
I, <u>Interstate Parking</u> , Bidder, visited the Premises site this <u>6</u> day of <u>February</u> 2013.	
<u>Tony Jurawiec</u> Name	 Signature
Title: <u>Principal</u>	

C. References

Along with actual reference narrative, please fill out the chart below.

Name/ Company	Contact Person and Title	Contact Info (telephone, e- mail)	Relationship/type of contract	Years	Estimated Contract Value
Williams Devl	Charles Biller	414-272-7700	Parking lease/Agmt	> 3 years	see RFP
Pik Papeers	Rich Bakeman	651-224-6801	Parking lease/Agmt	> 3 years	see RFP
John Kersey Zilber, Ltd.	John Kersey	714-274-2861	Parking lease/Agmt	> 3 years	see RFP

**Attachment "B" – Acknowledgements and
Conditions Form**



ATTACHMENT B

Acknowledgements and Conditions

- a. The Proposer acknowledges that it has received and read the RFP and other attachments to the RFP, and the terms thereof are incorporated by reference in its Bid. The Proposer agrees that if its Bid is accepted, the Proposer will enter into a Lease Agreement with Milwaukee County.
- b. By submission of its response to this RFP, the Proposer authorizes Milwaukee County to contact any and all parties having knowledge of the Proposer's operations and financial history, and hereby authorizes all parties to communicate such knowledge or information to Milwaukee County.
- c. This Bid constitutes a firm offer and individual(s) listed below have authority to make this Bid as a firm offer. This offer shall be held firm and open for a period of three (3) months, effective beginning the date bids are opened.
- d. Proposers are advised to base their bid only upon the matters contained in this RFP and in any written clarifications (via addenda or answers to bidders' questions) issued by Milwaukee County and disseminated to all Proposers on Procurement website. Any questions about the bid must be submitted in writing prior to the scheduled deadline in the RFP as amended in any notice or on the Procurement website for this RFP. Only questions, which in Milwaukee County's sole judgment materially affect the RFP, will be clarified in writing by Milwaukee County and posted to Procurement website and/or with copies sent to all Proposers. Only such written clarifications to the RFP or the RFP document itself can be relied upon in the preparation and submittal of bids.
- e. Any costs or expenses incurred in the development of a bid in response to this RFP will be borne entirely by the Proposer.
- f. The information provided in this RFP and any subsequent addenda or related documents are provided as general information only. Milwaukee County makes no representations or warranties that the information contained herein is accurate, complete or timely. The furnishing of such information by Milwaukee County shall not create any obligation or liability whatsoever, and each Proposer expressly agrees that it has not relied upon the foregoing information and that it shall not hold Milwaukee County Liable.
- g. By submission of its bid, the Proposer acknowledges that from and after the Lease Agreement commencement date, the sole basis for the right to operate the parking lot as specified in this RFP is by award of the Lease Agreement.
- h. Milwaukee County is soliciting competitive bids that such a process best serves the interests of Milwaukee County and the general public. The Bidder acknowledges Milwaukee County's right to accept or to reject any or all bids, to withdraw or amend this RFP at any time, to initiate negotiations with one or more Bidders, to modify or amend with the consent of the Bidder any bid prior to acceptance, to waive any informality to effect any agreement otherwise, all as Milwaukee County in its sole judgment may deem to be in its best interest.

- i. **Non-Collusion Provision.** The undersigned certifies under penalties of perjury that this bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.
- j. The Bidder acknowledges that it has read, understood, and agrees to be bound by, all of the terms and conditional set forth in this RFP and any amendments, in its entirety.

Interpace Parking Company
Name of Business _____ Date 2/21/2013
[Signature]
Signature of individual submitting bid _____
Tony Janowiec, Principal
Printed Name and Title _____

Exhibit "A" – Tax Returns



1065

U.S. Return of Partnership Income

OMB No. 1545-0099

Form Department of the Treasury Internal Revenue Service

For calendar year 2011, or tax year beginning ending

2011

Header section containing: A Principal business activity (PROPERTY MANAGEMENT), B Principal product or service (PARKING SERVICES), C Business code number (531310), Name of partnership (INTERSTATE PARKING COMPANY LLC), D Employer identification number (27-1261142), E Date business started (10/19/2009), F Total assets (\$ 330,712), G Check applicable boxes, H Check accounting method, I Number of Schedules K-1 (3), J Check if Schedules C and M-3 are attached.

Caution. Include only trade or business income and expenses on lines 1a through 22 below. See the instructions for more information.

Main table with 22 rows. Columns include description, sub-rows (1a-1e, 18a-18c), and amounts. Total income (line 8) is 663,470. Total deductions (line 21) is 555,095. Ordinary business income (line 22) is 108,375.

Sign Here section with signature of general partner (Tome Parking LLC - Authorized Member), date (3/12/12), and a box for 'May the IRS discuss this return with the preparer shown below?' with Yes/No options.

Paid Preparer Use Only section with fields for Print/Type preparer's name, Preparer's signature, Date, Check self-employed, PTIN, Firm's name, Firm's EIN, and Firm's address.

1065

U.S. Return of Partnership Income

OMB No. 1545-0099

Form Department of the Treasury Internal Revenue Service

For calendar year 2010, or tax year beginning _____, ending _____

2010

A Principal business activity: PROPERTY MANAGEMENT
B Principal product or service: PARKING SERVICES
C Business code number: 531310

Name of partnership: INTERSTATE PARKING COMPANY LLC
Number, street, and room or suite no.: 710 N PLANKINTON AVE., SUITE 1200
City or town, state, and ZIP code: MILWAUKEE WI 53203

D Employer identification number: 27-1261142
E Date business started: 10/19/2009
F Total assets: \$ 212,821.

G Check applicable boxes: (1) Initial return (2) Final return (3) Name change (4) Address change (5) Amended return (6) Technical termination
H Check accounting method: (1) Cash (2) Accrual (3) Other
I Number of Schedules K-1: 3
J Check if Schedules C and M-3 are attached: [X]

Caution. Include only trade or business income and expenses on lines 1a through 22 below. See the instructions for more information.

Table with 3 columns: Description, Amount, and Total. Rows include Gross receipts or sales (223,534), Total income (223,534), Deductions (119,917), and Ordinary business income (103,617).

Sign Here: Under penalties of perjury, I declare that I have examined this return... by: S. J. Cheraku - Treasurer Date: 3/8/11

Paid Preparer Use Only: Print/Type preparer's name, Preparer's signature (COPY), Date, Check self-employed, PTIN, Firm's name, Firm's EIN, Firm's address, Phone no.

Exhibit "B" – Payment History References





5408 W. Electric Avenue
West Allis, WI 53219
414-672-7446
www.aaasigncompany.com

February 15, 2013

Milwaukee County
Department of Administration – Facilities Management
901 N. 9th Street Room G1
Milwaukee, WI 53233

Re: Interstate Parking Payment History Reference

To Whom It May Concern:

Within the past five years, Interstate has made all payments as required on or before the due date and in the required amounts.

Should you need any additional information please contact me directly.

Sincerely,

Mark Winter

Mark Winter
President

WILLIAMS DEVELOPMENT CORPORATION

February 15, 2013

Milwaukee County
Department of Administration -- Facilities Management
901 N 9th Street, Room G1
Milwaukee, WI 53233

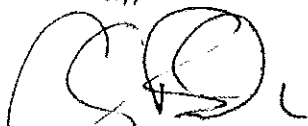
Re: Interstate Parking Payment History Reference

To Whom it May Concern:

Within the past five years, Interstate has made all payments as required on or before the due date and in the required amounts.

Should you need any additional information please contact me directly.

Sincerely,

A handwritten signature in black ink, appearing to read 'C. Biller', written over a circular stamp or mark.

Charles Biller
Vice President

**Exhibit "C" – Designation of Confidential and
Proprietary Information Form**



DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION

The attached material submitted in response to the Request for Proposal # 938001 includes proprietary and confidential information, which qualifies as a trade secret, as provided in s. 19.36(5), Wis. Stats. Or is otherwise material that can be kept confidential under the Wisconsin Open Records Law. As such, we ask that certain pages, as indicated below, of this bid/proposal response be treated as confidential material and not be released without our written approval.

Prices always become public information and therefore cannot be kept confidential.

Other information cannot be kept confidential unless it is a trade secret. Trade secret is defined in s. 134.90(1)(c), Wis. Stats. As follows: "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique or process to which all of the following apply:

1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.
2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

We request that the following pages not be released:

Section	Page #	Topic
<u>Exhibit "A" Tax Returns</u>	<u>51</u>	<u>Tax Returns</u>

IN THE EVENT THE DESIGNATION OF CONFIDENTIALITY OF THIS INFORMATION IS CHALLENGED, THE UNDERSIGNED HERBY AGREES TO PROVIDE LEGAL COUNSEL OR OTHER NECESSARY ASSISTANCE TO DEFEND THE DESIGNATION OF CONFIDENTIALITY AND AGREES TO HOLD MILWAUKEE COUNTY HARMLESS FOR ANY COSTS OR DAMAGES ARISING OUT OF MILWAUKEE COUNTY'S AGREEMENT TO WITHHOLD THE MATERIALS.

Failure to include this form in the Request for Proposal may mean that all information provided as part of the proposal response will be open to examination and copying. Milwaukee County considers other markings of confidential in the proposal document to be insufficient. The undersigned agrees to hold Milwaukee County harmless for any damages arising out of the release of any materials unless they are specifically identified above.

Company Name Interstate Parking Company LLC
Authorized Representative [Signature] Signature

Authorized Representative Tony Jenowicz Type or Print

Date 2/21/13



Interstate Parking Company LLC
710 N Plankinton Ave, Suite 207
Milwaukee, WI 53203
(414) 274-2861
www.interstateparking.com