1316 COUNTY-CITY BUILDING 227 W. JEFFERSON BOULEVARD SOUTH BEND, INDIANA 46601-1830



PHONE 574/235-9251 FAX 574/235-9171

### CITY OF SOUTH BEND JAMES MUELLER, MAYOR BOARD OF PUBLIC WORKS

September 24, 2024

Ms. Daniela Alberca LAZ Parking Midwest, LLC. 1 Financial Plaza, 14<sup>th</sup> Floor Hartford, CT 06103 dalberca@lazparking.com

RE: Renewal of Public Parking Facility License

Dear Ms. Alberca:

Thank you for submitting your renewal of Public Parking Facility License for the Public Parking Facility License at 119 W. Wayne St. Upon further review by a City Inspector, it came to our attention that the <u>current signage for the parking lot is missing the rates signage and contact information at both entrances</u>, in accordance with Municipal Code Section 4-39:

The sign shall give the **#PBP2024-016** under which the lot is operated.

Kindly update the current signage with your new City license number, rates charged and contact information at both entrances and email a photo to <a href="https://horvath@southbendin.gov">hhorvath@southbendin.gov</a>. The Board has approved this license, contingent upon this remedy. Should you have any questions, please contact this office at (574) 235-9251.

Sincerely,

/s/ Theresa Heffner

Theresa Heffner, Clerk

Enclosures TH/hh



### INTEROFFICE MEMORANDUM BOARD OF PUBLIC WORKS

07/01/2024

DATE:

**TO:** Jim Wood, Neighborhood Services and Enforcement

Chris Dressel, Community Investment Derek Erquhart, Fire Department

Kyle Ludlow, Engineering

**FROM:** Theresa Heffner, Clerk

SUBJECT: Annual License Application for Public Parking Facility

LOCATION: LAZ Parking Midwest, LLC

119 W. Wayne St.

Public Parking Facilities are regulated by municipal code section 4-39. (Copy attached). Please review the attached public parking license application and provide your recommendations in the spaces below.

#### **NEIGHBORHOOD SERVICES AND ENFORCEMENT:** Favorable

**COMMUNITY INVESTMENT: Favorable** 

FIRE: Section 4-39(k) - Favorable

**ENGINEERING:** Section 4-39(b) Favorable contingent on licensee placing rates signage and contact information at both entrances.

#### Sec. 4-39. - Public parking facility.

(a) *Definition*. Public parking facility shall mean any plot, piece or parcel of land or any building or structure used for the purpose of storing motor vehicles where the owners or persons storing such vehicles are charged a fee and which are open to the public.

#### (b) Signs required:

- (1) Each licensee under this section shall maintain at each entrance to the licensed public parking facility a permanently affixed sign suitable to apprise persons using the public parking facility of the name of the licensee, the hours of the day or night during which such places are open for storing motor vehicles, the rates charged and the closing hours of such lot.
- (2) When more than one rate is charged for parking, the figures of each rate shall be of the same size and dimensions. The figures shall measure not less than eight (8) inches in height. The letters and figures indicating the closing hours shall not be less than four (4) inches in height.
- (3) The sign shall give the number of the City license under which the lot is operated.
- (4) Where the licensee operates a receiving lot in which cars are accepted with the understanding that such cars may be removed to another lot, the licensee shall post on such sign, in letters not less than four (4) inches in height, the following information: "Receiving Lot—Cars Parked Here May Be Moved To No. \_\_\_\_\_\_ Street," (giving the address to which such cars are moved).
- (5) All signs shall be subject to the approval of the Building Commissioner of the City.
- (6) Where separate rates or charges are made for day parking and for night parking, notice shall be posted on the signs described in subsection (b)(1) of this section.
- (c) License required. No person shall maintain or conduct a public parking facility within the City without first having obtained the approval from the Board of Public Works and a license issued by the Controller.

#### (d) Application:

- (1) Applications for licenses for public parking facilities shall be made by the person intending to operate a public parking facility.
- (2) The application shall set forth the following:
  - a. The name under which and the place where the open parking lot is to be operated.
  - b. Whether the applicant is an individual, partnership or corporation. If an individual, the name and business and residence address of the applicant shall be given; if a partnership, the name and business and residence address of each partner shall be given; if a corporation, the name, date and state under which such corporation was organized, and the name and business address, resident agent, and a certified copy of article of incorporation, if requested by the Board of Public Works, shall be furnished.
  - c. Whether the premises are owned or leased by the applicant, and, if leased, the name and residence and business address of each owner, or part owner thereof.
  - d. The number of motor vehicles which may, at any one time, be stored upon the premises.
  - e. The hours during which motor vehicles may be stored.
  - f. A complete schedule of the rates to be charged for storing motor vehicles and the hours at which changes in rate take place.
  - g. Such other information as the Board of Public Works may deem advisable.
- (3) The application shall be signed and verified under oath by the applicant, if an individual, or by a duly authorized agent, if a partnership or corporation.

- (e) Public parking facility. A fee of eighty dollars (\$80.00) shall be paid for each license issued under this section.
- (f) Bond or property liability insurance:
  - (1) No license shall be issued pursuant to this section and public parking facility shall be operated until and unless the licensee under this section has deposited with the Board a bond or property liability insurance policy in the amount scheduled in this section. The bond or insurance policy shall be with one or more adequate sureties or a surety company acceptable to the Board and conditioned that the licensee will pay all final judgments rendered against him for damages arising during the period such bond or insurance policy is in force from the operation of the motor vehicle in such public parking facility, or from loss, damage, theft or conversion of any motor vehicle.
  - (2) Any person who sustains damage by reason of the violation of any provision of such bond or insurance by a licensee may institute suit upon the same and recover any judgment that may be obtained by reason of such suit.
  - (3) The bond or insurance policy shall meet the following requirements:
    - a. It shall contain a provision that it shall continue in force until ten (10) days after written notice of cancellation has been delivered to the Board of Public Works or until the license of the applicant has been revoked.
    - b. The obligation of the bond or insurance policy shall not exceed the principal amount of the bond.
    - c. The bond or insurance policy shall be in the following amounts:
      - 1. Where the licensee conducts one (1) lot, ten thousand dollars (\$10,000.00).
      - 2. Where the licensee conducts two (2) lots, fifteen thousand dollars (\$15,000.00).
      - 3. Where the licensee conducts three (3) lots, the sum of twenty thousand dollars (\$20,000.00).
      - 4. Where the licensee conducts four (4) or more lots, the sum of twenty-five thousand dollars (\$25,000.00).
- (g) Investigation of applicants; issuance of license:
  - (1) If, after investigation, the Board of Public Works determines that the applicant for a license meets the requirements of the section, the Board shall report the same to the Controller.
  - (2) The Controller shall issue to the applicant a license for a public parking facility upon payment of the proper fee.
- (h) Claimchecks or tags:
  - (1) At the time of accepting a motor vehicle for storage or parking in any public parking facility the person conducting the lot, or his agent, servant or employee, shall furnish to the person parking his motor vehicle a distinctive check.
  - (2) The check shall be numbered to correspond to a coupon placed upon such motor vehicle and contain the name and address of the place and the owner operating such public parking facility. Upon such check shall be written, printed, cut out or stamped the date, and, if parking is charged for on an hourly basis, the time of acceptance of such motor vehicle.
  - (3) The above provision shall not be applied where cars are stored on a monthly fee basis.
- (i) Rate changes:
  - (1) No licensee under this section shall make any charge for storing any motor vehicle in a public parking facility in excess of that set forth in his application for a license, unless he has:
    - a. Notified the Board of Public Works in writing of the change.
    - b. Posted signs showing such change in the same manner as set forth in subsection (b).
- (j) Claims against lot; reports; liability after hours:

- (1) Each licensee under this section shall immediately notify the Controller of any claim over twenty-five dollars (\$25.00) made by reason of any loss, theft or conversion occurring upon his premises or of any claim for damages arising from the operation of his public parking facility.
- (2) The obligation of any person operating or conducting a public parking facility under the terms of this section to the owner of a motor vehicle parked therein shall not extend beyond the regular posted hours of attendance, as posted upon the open parking lot and printed upon the regular receipt check furnished to the motor vehicle owner.
- (k) Fire equipment required; cars to be accessible:
  - (1) Public parking facilities shall be equipped with proper fire extinguishing apparatus subject to the approval of the Fire Department.
  - (2) All motor vehicles shall be stored in such a manner that they may be reached readily in case of fire or other emergencies.
- (I) Temporary lots; restrictions:
  - (1) Nothing contained in this section shall be deemed to require the licensing of temporary lots operated for the accommodation of motorists attending public functions, such as football games or circuses, even though a fee may be charged the patrons of such temporary lots. No such temporary lots, however, shall be operated more than two (2) days in any week.
  - (2) At the entrances of the temporary lots there shall be placed a sign on which is printed the words, in letters of sufficient size to be legible to all patrons "Temporary Parking Lot—Not Licensed."
- (m) *Exemptions*. All governmental owned and operated public parking facilities shall be exempt from the licensing provisions of this chapter.

(Ord. No. 6998-81, § 1; Ord. No. 7723-86, § 2; Ord. No. 9093-00, § XII)

I. APPLICATION TYPE	Check One:	New	Renewal
II. BUSINESS DATA			
	ame: LAZ PARKING	MIDWEST, LLC	
	dress: 119 W. WAY		
City: S	SOUTH BEND	State: IN	Zip: 46601
C. Mailing Add		n above): 1 FINANCIAL P	
	ARTFORD		Zip: 06103
(A)	lephone Number: 86		
F. E-Mail Addr	ess: COMPLIANCE	MAIL@LAZPARKING.CC	DM
		nat can be parked at facility	
	er of Parking Spaces		( <del></del>
	g which vehicles may		
			Owned by Applicant X
If Leas			
Owne	r's Name: LAZ PARK	KING LLC	
		1 FINANCEIAL PLAZA 1	4TH FL.
City: H	CT Zip: 06103		
			:Zip:
		·	ding Agent and Amount of Bond:
BROWN & B	ROWN INSURANCE	E SERVICES, INC. \$1,00	00,000.00
	F	or Office Use Only	
Application Filed JU	L 0 1 2024	Public Works Approva	al
Application Fee Paid		License Fee Paid	JUL 0 1 2024
Sent to Dept	L 0 1 2024	License Number PBP2	024-016
		CUTTLY OF GOLUTTY PER IN IN INVITA	427
Not Approved		CITY OF SOUTH BEND, INDI. BOARD OF PUBLIC WORKS	ANA
Reason		= tell / le	2 M
		Elizabeth A. Maradik, President	Joseph R. Molnar, Vice President
		_ Doga Dild	Exer Ben
		Gary A. Gilot, Member	Briana Micou, Member
		Miry & miller	Lie Hoffm
		Murray L. Miller, Member	Attest: Theresa M. Heffner, Clerk
			Date: <u>September 24, 2024</u>

III. PERSONAL DATA
A. Applicant's Legal Name: Daniela Alberca
B. Residential Address: 79 High Ledge Circle
City: Manchester State: CT Zip: 06040
C. Residential Telephone Number: 860-990-3684
D. Residential Fax Number:
F Cellphone Number: Dal besca @ lazpassim. Com
F. Position with Business: <u>Jr. Compliance Specialist</u>
IV. OWNERSHIP
A. Type of ownership (check one):
Sole Proprietorship (If sole proprietorship, proceed to 1).
Partnership (If partnership, proceed to 2).  X Corporation (If corporation, proceed to 3).
1. Sole Proprietor
Name:
Residential Address:
City:State:Zip:
Telephone Number:
2. Partnership (List at least two (2) partners)
Name #1:
Residential Address:
City:State:Zip:
Telephone Number:
a a contract of the contract o
Name #2:
Residential Address:
City:State:Zip:
Telephone Number:
3. Corporation
Legal name of corporation: LAZ PARKING LLC
Date and state of incorporation: 2019, Connecticut

IV. OWNERSHIP (Continued)

A. Type of ownership (continued):

3. Corporation (continued)

Reside	nt Agent:		
	Name:		
	Title:		
	Business Address:		
	City:	State:	Zip:
Officer	Name #1: Alan Lazowski Title: CEO of LAZF Business Address: I Fancial City: Hartford Residential Address: 170 Sca City: Hartford	860-522- Afring LLC Plaza 14th F State: CT rborough St.	Zip: <u>0 6 10</u> 2
	Name #2:		
	Title:		
	Business Address:		
	City:	State:	Zip:
	Residential Address:		
	City:	State:	Zip:
	Name #3:		
	Title:		
	Business Address:		
	City:	State:	Zip:
	Residential Address:		
	City:	State:	Zip:

V. INCLUDE COMPLETE RATE AND HOUR SCHEDULE WITH APPLICATION

VI. INCLUDE A CURRENT INSURANCE POLICY OR BOND

VII. INCLUDE \$5.00 PROCESSING FEE WITH APPLICATION

VIII. AFFIRMATION

I, hereby, certify and affirm that all of the information I have given in this application is true and accurate to the best of my knowledge. I further certify that I have in no way attempted to mislead the City in this application by omitting facts known to me. I have read and understand the regulations of the Public Parking Facility license found in the City of South Bend Municipal Code, Section 4-39.

Via CityWorks Online Portal

June 25, 2024 Online

Date

Daniela Alberca - dalberca@lazparking.com

#### **HOUR AND RATE SCHEDULE**

24/7
Unreserved \$55.00
Reserved \$90.00
Part Time \$35.00
Current this garage only charges for monthly parking.



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/1/2024

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	CONTACT Frank Griffin		
Brown & Brown Insurance Services, Inc.	PHONE (A/C, No, Ext): (617) 471-1220 FAX (A/C, No): (617) 479-514		
500 Victory Rd.	E-MAIL ADDRESS: frank.griffin@bbrown.com		
Marina Bay	INSURER(S) AFFORDING COVERAGE	NAIC #	
North Quincy MA 02171	INSURER A: Liberty Mutual Fire Insurance	23035	
INSURED	INSURER B: LM Insurance Corporation	33600	
Laz Parking Midwest, LLC	INSURER C: Berkley Insurance Company	32603	
33 West Monroe Street	INSURER D: HDI Specialty Insurance Company	16131	
Suite 2010	INSURER E: Federal Insurance Company	20281	
Chicago IL 60603	INSURER F: Everest National Insurance Company	10120	

COVERAGES CERTIFICATE NUMBER: 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	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
	GENERAL LIABILITY  X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE  DAMAGE TO RENTED PREMISES (Ea occurrence)	S S	1,000,000
A	CLAIMS-MADE X OCCUR	$ \mathbf{x} $	Y	EB2611260451033	7/31/2023	7/31/2024	MED EXP (Any one person)	s	EXCLUDED
1	x Contractual Liability						PERSONAL & ADV INJURY	\$	1,000,000
							GENERAL AGGREGATE	s	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$	2,000,000
	POLICY X PRO- X LOC	ļ						S	
	AUTOMOBILE LIABILITY					(*)	COMBINED SINGLE LIMIT (Ea accident)	s	5,000,000
A	X ANY AUTO					7/31/2024	BODILY INJURY (Per person)	\$	
~	ALL OWNED SCHEDULED AUTOS			AS2611260451013	7/31/2023		BODILY INJURY (Per accident)	S	
	X HIRED AUTOS X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$	
								S	
	X UMBRELLA LIAB X OCCUR			SEE ATTACHED LIST OF			EACH OCCURRENCE	\$	100,000,000
	X EXCESS LIAB CLAIMS-MADE			POLICIES 7/31/2023	7/31/2024	AGGREGATE	s	100,000,000	
	DED RETENTION \$							\$	
В	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	_		WA561D260451053		7/31/2024	X WC STATU- OTH- TORY LIMITS ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE						E.L. EACH ACCIDENT	\$	1,000,000
	(Mandatory in NH)		^		7/31/2023		E.L. DISEASE - EA EMPLOYEE	S	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	S	1,000,000
Α	GARAGEKEEPERS LIABILITY			AS2611260451013	7/31/2023	7/31/2024	\$1,000,000 LIMIT		
С	CRIME/EMPLOYEE DISHONESTY			BCCR4500289226	7/31/2023	7/31/2024	\$5,000,000 LIMIT		

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

If agreed upon in a written contract or agreement, City of South Bend is included as an additional insured for general liability, but only with respect to the operations of the named insured. Waiver of subrogation applies in favor of the additional insureds if agreed upon in a written contract or agreement

RE: M22132 - 119 W Wayne St, South Bend, IN 46601

CERTIFICATE HOLDER	CANCELLATION			
City of South Bend	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.			
Attn: Department of Community Investment 227 W. Jefferson Blvd.	AUTHORIZED REPRESENTATIVE			
Suite 1400 S. South Bend, IN 46601	Fallon Carey/FACARE			

ACORD 25 (2010/05)

INS025 (201005).01

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AGENCY CUSTOMER ID: LOC #:

25084

#: See ACORD 25



### ADDITIONAL REMARKS SCHEDULE

Page	of

AGENCY						NAMED INSURED			
Amity Insurance A Division of Brown & Brown of MA LLC									
POLICY NUMBER See Certificate						See ACORD 25			
CARRIER NAIC CODE									
	rtificate			NAIC C	CODE				
ADE	DITIONAL REMARKS	_				EFFECTIVE DATE:		7/31/2023	
	S ADDITIONAL REMARKS FOR	RM IS A	SCH	EDULE TO ACORD F	ORM.				
	RM NUMBER: ACORD 25			ORM TITLE:			Certificate of Liabili	ty Insurance	
_									
_	INSURER(S) AFF	ORDI	NG C	OVERAGE		NAIC#			
	JRER G: American Guarantee 8		77	~ ~ ~		26247			
INSU	JRER H: Westfield Specialty In	suranc	ce Co	mpany		16992			
INSI	JRER I: Great American Assur	ance C	Compa	any		26344			
INSU	JRER J:	_							
	ADDITIONAL POLICIES If a p	oolicy b	elow	does not include limit in	nformat	tion, refer to the cor	responding policy	on the ACORD certifi	cate form for policy
=	limit	S						The same a second state of the same	The second secon
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER		POLICY EFFECTIVE DATE (mm/dd/yyy)	POLICY EXPIRATION DATE (mm/dd/yyy)	L	IMITS
D	EXCESS GENERAL LIABILITY			XLXD6109900S		7/31/2023	7/31/2024	AGGREGATE	\$4,000,000
Ε	UMBRELLA LIABILITY			79863543		7/31/2023	7/31/2024	AGGREGATE	\$25,000,000
F	EXCESS LIABILITY			XC9EX00286231		7/31/2023	7/31/2024	AGGREGATE	\$15,000,000
G	EXCESS LIABILITY			AEC011173109		7/31/2023	7/31/2024	AGGREGATE	\$15,000,000
н	EXCESS LIABILITY			XSL345214K00		7/31/2023	7/31/2024	AGGREGATE	\$10,000,000
ř	EXCESS LIABILITY			EXC5125913		7/31/2023	7/31/2024	AGGREGATE	\$10,000,000
E	EXCESS LIABILITY			78187246		7/31/2023	7/31/2024	AGGREGATE	\$25,000,000
		H							
		$\vdash$							