

FIRST AMENDMENT

No. 2122

THIS IS A FIRST AMENDMENT TO THE AGREEMENT No. 1269 dated _____, between:

CITY OF POMPANO BEACH, a municipal corporation of the State of Florida, whose address is 100 West Atlantic Boulevard, Pompano Beach, Florida 33060, hereinafter referred to as “CITY”,

and

SANDS HARBOR RESORT & MARINA LLC, a Florida limited liability company, having its office and place of business at 101 N Riverside Dr, Suite 203 East, Pompano Beach, Florida 33062, hereinafter referred to as “LICENSEE.”

WHEREAS, the PARTIES entered into parking license agreement No. 1269 for use of Oceanside parking lot located at 109 N Oceanside Blvd on December 20, 2021, ("Original Agreement"), and approved by City Resolution No. 2022-42 on December 20, 2021; and

WHEREAS, the PARTIES have mutually agreed to extend the Original Agreement for one year period.

WITNESSETH:

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments herein set forth CITY and LICENSEE agree as follows:

1. Each “WHEREAS” clause set forth above is true and correct and herein incorporated by this reference.

2. The Original Agreement No. 1269 effective December 20, 2021, approved and adopted by Resolution No.2022-42, is incorporated herein, as if attached hereto and made a part hereof, shall remain in full force and effect except as specifically amended hereinbelow.

3. The parties hereto agree to extend Original Agreement No. 1269 for one (1) additional one-year period, ending December 19, 2024 under the same terms and conditions.

4. This Agreement shall bind the parties and their respective executors, administrators, successors and assign and shall be fully effective as though the extension had been originally included in the Agreement.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Attest:

CITY OF POMPAÑO BEACH

KERVIN ALFRED, CITY CLERK

By: _____
REX HARDIN, MAYOR

(SEAL)

By: _____
GREGORY P. HARRISON, CITY MANAGER

APPROVED AS TO FORM:

MARK E. BERMAN, CITY ATTORNEY

"LICENSEE":

Witnesses:

SANDS HARBOR RESORT & MARINA LLC
a Florida Limited Liability Company

Mary F. Martin
Mary F. Martin
Print Name

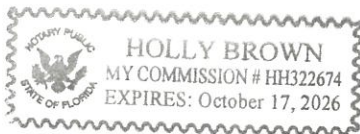
By: *Hank Freid*
HANK FREID, Manager

Glen Westerlund
Glen Westerlund
Print Name

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this 6 day of December, 2023 by **HANK FREID** as Manager of SANDS HARBOR RESORT & MARINA LLC, a Florida Limited Liability Company, who is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:



Holly Brown
NOTARY PUBLIC, STATE OF Florida

Holly Brown
(Name of Acknowledger Typed, Printed or Stamped)

10/17/26
Commission Number

"LICENSEE":
(continued)

Witnesses:

SANDS HARBOR RESORT & MARINA LLC
a Florida Limited Liability Company

Mary P. Martin

Mary P. Martin
Print Name

Glenn Westerling

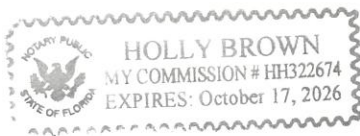
Glenn Westerling
Print Name

By: Brandon Freid
BRANDON FREID, Manager

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this 6 day of December, 2023 by **BRANDON FREID** as Manager of SANDS HARBOR RESORT & MARINA LLC, a Florida Limited Liability Company, who is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:



Holly Brown
NOTARY PUBLIC, STATE OF Florida

Holly Brown
(Name of Acknowledger Typed, Printed or Stamped)

10/17/24
Commission Number

RESOLUTION NO. 2022- 42

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A PARKING LICENSE AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND SANDS HARBOR RESORT & MARINA LLC; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That an Agreement between the City of Pompano Beach and Sands Harbor Resort & Marina, LLC is approved, and a copy of the Agreement is attached and incorporated by reference as if set forth in full.

SECTION 2. That the proper City officials are authorized to execute the Parking License Agreement between the City of Pompano Beach and Sands Harbor Resort & Marina, LLC.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this 14th day of December, 2021.

DocuSigned by:

Rex Hardin

502CB780EB3F480...

REX HARDIN, MAYOR

ATTEST:

DocuSigned by:

Asceleta Hammond

62AB0835850F4A1...

ASCELETA HAMMOND, CITY CLERK

MEB/jmz
12/1/21
l:reso/2022-62

DocuSigned by:



**PARKING LICENSE AGREEMENT
SANDS HARBOR HOTEL
No.1269**

THIS PARKING LICENSE AGREEMENT is made on December 20, 2021,

by and between:

CITY OF POMPANO BEACH, a Florida municipal corporation
having its principal office at 100 W. Atlantic Boulevard, Pompano
Beach, Florida 33060, ("CITY"),

and

SANDS HARBOR RESORT & MARINA LLC, a Florida limited
liability company having its principal office at 2688 Broadway, New
York, New York 10025, ("LICENSEE");

collectively referred to as the "Parties."

WHEREAS, the CITY owns a municipal surface parking lot at 109 North Oceanside Boulevard, Pompano Beach, Florida, ("Oceanside") situated east of a hotel property owned by LICENSEE located at 125 North Riverside Drive, Pompano Beach, Florida ("Property"); and

WHEREAS, LICENSEE has used the Oceanside surface parking lot for its guests, employees and invitees to fulfill its offsite parking requirements pursuant to City Code and variances granted by the City; and

WHEREAS, LICENSEE currently purchases monthly parking passes for its use of the Oceanside parking lot at a cost of \$60 per month (plus tax) per parking pass, for a total of up to 120 parking passes, and as a requirement of the City's parking code must enter into a license agreement to be able to continue to purchase said passes and park monthly in Oceanside, along with the above mentioned variances attached herein and incorporated in this Agreement as Exhibit A; and

WHEREAS, LICENSEE desires to continue using the Oceanside parking lot for its hotel customers, employees, and office tenants pursuant to a license agreement;

NOW, THEREFORE, in consideration of the foregoing and mutual covenants and conditions, the Parties as follows:

1. **Grant of License.** CITY grants to LICENSEE a revocable license to park a minimum of 70 vehicles (and a maximum of 120 vehicles), with a valid CITY parking pass, on the Property depicted in Exhibit "B" ("License Area"). The License Area is to be used for parking vehicles owned or operated by LICENSEE, its hotel guests, employees, tenants, vendors and others associated with the hotel, twenty-four (24) hours a day, seven (7) days a week.

2. **License Fee.** In consideration of the LICENSEE's use of the License Area, LICENSEE shall pay CITY four thousand and two hundred dollars (\$4,200.00) plus tax each month during the License Term for the use of 70 spaces. LICENSEE may obtain additional parking passes up to a total of 120 parking passes, with the CITY's consent. Each parking pass after the initial 70 parking passes shall be obtainable at a rate of sixty dollars (\$60.00) each month for each parking pass. Payment is due no later than the first day of each month ("Payment Date"). A late fee of ten percent (10.0%) will be assessed on the 10th day from Payment Date. The parking passes shall permit overnight parking and shall be governed by the City Parking Ordinance, Section 76.06 (C) (2) (d), a copy of which is provided as Exhibit C. In the event, during the term of the Agreement, that the City Parking Ordinance is amended changing the parking pass fee, then the City reserves the right to renegotiate the License Fee with LICENSEE, and should the Parties not come to an agreement on the new rates, the Agreement may terminate immediately.

3. **License Term.** Except as otherwise provided in this Agreement, the License shall commence on the date this Agreement is fully executed by the Parties and shall continue for two (2) years (the "Term"), unless sooner terminated as provided in this Agreement. The Parties shall

have the option, but shall in no way be obligated, to extend the License Agreement for additional one year periods ("Extension Period"), on the terms and conditions as set forth in this Agreement. Should either party wish to extend this Lease for the Extension Period, the requesting party shall provide written notice to that effect to the other party at least three (3) months prior to the last day of the term of the Agreement.

4. Termination for Cause. Breach or default of any of the covenants, duties, or terms of this Agreement shall be cause for termination, if such breach or default remains uncured for more than thirty (30) days after written notice from the non-defaulting party to the defaulting party, or such longer period as may be reasonably required under the circumstances as long as the defaulting party commences the cure of such breach or default prior to the expiration of such thirty (30) day period and diligently thereafter pursues the cure of the breach or default to completion. Any such notice of default shall describe in reasonable detail the alleged breach or default.

5. Termination for Convenience. During the Term, any extension or renewal of this Agreement, upon thirty (30) calendar days written notice, delivered by certified mail, return receipt requested, or by hand delivery, either party may without cause and without prejudice to any other right or remedy terminate this Agreement for convenience whenever it determines that such termination is in the best interests of that Party. Upon receipt of such notice, commercially reasonable efforts shall be used to discontinue all use of the License Area. Neither party shall be responsible for any costs incurred as a result of the termination for convenience. In the event of such termination, the License Fee shall be prorated and the portion of the License Fee attributable to the period following such termination shall be refunded.

6. New City Garage. The CITY contemplates constructing a new multi-level garage atop the Oceanside surface parking lot to accommodate more parking by the general public and monthly parking customers. During the period that a new garage is being built, CITY will make

its best efforts to find substitute parking suitable for LICENSEE's hotel guests. LICENSEE is required to find other suitable parking for its employees, tenants, contractors and other invitees. The Parties acknowledge, understand and agree that construction of a new parking garage on the Oceanside surface parking lot is a costly public improvement that directly benefits LICENSEE and other garage passholders, and that such cost will impact the future parking rates and collection methods for such passholders.

7. License Area Maintenance. CITY shall be responsible to maintain the License Area including but not limited to removing litter, garbage, or other material deposited on the License Area on a periodic basis.

8. Maximum Vehicle Storage. LICENSEE may park a maximum of 170 vehicles on the License Area. Vehicles include passenger cars and $\frac{3}{4}$ ton pickup trucks; no large vans or oversized vehicles nor commercial vehicles defined in the City's Code of Ordinances may park in Oceanside. No vehicles may be parked that are not titled or without tags and current registration. Spaces are available on a "first-come, first-serve" basis. Vehicles, according to Section 76.06 (C) (2) (d), City Code, may park overnight at their own risk. LICENSEE, its guests, employees, tenants and other invitees that store vehicles are prohibited from "back-end" parking, and must prominently display parking passes ("hangtags") within the parked vehicle either on the vehicle's rear view mirror or on the front dashboard to facilitate verification of the vehicle's right to park in Oceanside; otherwise, a vehicle will be subject to receiving a parking citation.

9. This Agreement and the underlying rights and obligations shall not be assignable or transferable by any process or proceeding in court, or by judgment, execution, proceedings in insolvency, bankruptcy or receivership, and in the event of LICENSOR's insolvency or bankruptcy, CITY may at its option terminate and cancel this Agreement without any notice of

any kind whatsoever, in which event, all rights of LICENSOR shall immediately cease and terminate.

10. Signage. The LICENSEE may install one sign in front of the License Area facing North Riverside Drive to designate that the License Area may be used for guests of the hotel with the proper display of a hangtag issued under this Agreement. The cost of the signage shall be borne by the LICENSEE. The signage must be permitted by the CITY. LICENSEE shall maintain the sign in good condition as determined by the CITY, in its sole discretion.

11. Valet Parking. LICENSEE may park any of its guests or employees in Oceanside under the terms of this Agreement utilizing hotel valet drivers, subject to LICENSEE providing CITY with a completed Valet Parking Application form as provided in Exhibit D, attached and incorporated in this Agreement. Rates for valet parking will be in accordance with the rates stipulated in the City's Parking Ordinance, as may be amended from time to time.

12. Taxes. As further consideration of this License Agreement, LICENSEE agrees to pay any taxes, including sales taxes, of whatever nature that may validly be levied against the license area premises or pursuant to this Agreement during the continuance of this Agreement.

13. Permitted Use. LICENSEE specifically agrees that it will use the CITY Property pursuant to this Agreement only for the intended purpose. Further, LICENSEE will not suffer or permit the License Area or any part to be used for any other purpose without the express written consent of CITY. Failure to abide by this provision will be a cause of default of the Agreement and the CITY may terminate the License Agreement as described in Paragraphs 4 OR 5 above.

14. Public Benefit. The license area shall be used to benefit the general public by relieving the congested parking on the LICENSEE'S property and providing parking to service a hotel that promotes the use of the CITY's recreational beaches and other public spaces.

15. City Approval of New Licensee. Should the LICENSEE sell an interest in part or whole of its Property as described in this Agreement, the CITY reserves the right to approve of the new LICENSEE and the continuation of the License. Such approval shall not be unreasonably withheld.

16. License Definition. It is expressly understood and agreed that no real or personal property is leased to LICENSEE by CITY. This license is nonexclusive and is not intended to restrict the rights of the public for pedestrian foot-trail passage to access the public beaches and other amenities. CITY and LICENSEE acknowledge that the intention of this license is for CITY to grant a license to LICENSEE to store vehicles of LICENSEE and LICENSEE's guests and tenants for LICENSEE's use and benefit, and that there is no intention whatsoever to grant to LICENSEE, its successors or assigns, or to any other person or entity, any permanent rights of any kind in CITY's real property. This agreement shall not be recorded in the Public Records of Broward County, Florida.

17. LICENSEE assumes all risks in the use of the License Area. LICENSEE shall be solely responsible for any damage to, or loss of, motor vehicles parked within the License Area as well as the personal property of the LICENSEE, its guest, employees, tenants and invitees.

18. Insurance. LICENSEE shall procure at its own cost and expense the insurance coverage set forth in Exhibit E naming the City of Pompano Beach as an additional insured pursuant to this Agreement. The Certificate of Insurance must be approved by the CITY's Risk Manager prior to execution of this Agreement. If LICENSEE subcontracts with a vehicle transport operator rather than transporting the vehicles themselves, the CITY retains the right to approve the subcontractor, which shall not be unreasonably withheld. However, the subcontractor must also obtain insurance coverage set forth in Exhibit E.

19. Non-Transferability. LICENSEE is not permitted to assign, transfer, convey or otherwise dispose of this license to any other person or corporation without the previous written consent of CITY. In the event of an attempt to assign, transfer, convey or otherwise dispose of this license to any person not specifically a party to this Agreement and license, then this license shall be null and void and terminated without notice to LICENSEE.

20. Rights of Parties. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement upon any person other than the Parties and their respective heirs, successors, legal representatives, and permitted assigns, nor is anything in the Agreement intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third person any right of subrogation or action over or against any party to this Agreement.

21. Risks and Hazards Emergency. Notwithstanding any provision to the contrary, if at any time CITY determines there is an emergency in its sole discretion of the existence of hazardous motor vehicles on the License Area which poses a risk or hazard to the public health, safety or welfare, then the LICENSEE shall, immediately upon receipt of written, email, or verbal notice from CITY, remove the motor vehicles, at LICENSEE's sole expense. If the vehicles are not immediately removed, CITY may remove the motor vehicles and LICENSEE agrees to pay for the costs to remove the motor vehicles. During any time of a hurricane alert, CITY will notify LICENSEE to remove all vehicles in Oceanside if the CITY determines it is in the best interest of the public that such removal is necessary.

22. Compliance with Laws/Regulations. LICENSEE and its employees, agents, representatives, tenants or subcontractors agree to comply and adhere to all applicable laws and

regulations including, but not limited to, all state laws and local ordinances and regulations regarding traffic and parking that exist or as amended from time to time.

23. Governing Law. This Agreement must be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement will be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit will be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

24. Public Records

A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. LICENSEE shall comply with Florida's Public Records Law, as amended. Specifically, LICENSEE shall:

1. Keep and maintain public records required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law

for the duration of the contract term and following completion of the contract if the Licensee does not transfer the records to the City.

4. Upon completion of the Agreement, transfer, where applicable, at no cost to the City, all public records in LICENSEE's possession, or keep and maintain public records required by the City to perform the service. If the LICENSEE transfers all public records to the City upon completion of the Agreement, the LICENSEE shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the LICENSEE keeps and maintains public records upon completion of the Agreement, the LICENSEE shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

B. Failure of the LICENSEE to provide the above described public records to the City within a reasonable time may subject LICENSEE to penalties under Section 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

IF THE LICENSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
100 W. Atlantic Blvd., Suite 253
Pompano Beach, Florida 33060
(954) 786-4611
RecordsCustodian@copbfl.com**

25. Notices. Any notice required under the terms of this License Agreement must be in writing and must be sent by certified mail, return receipt requested, or by hand delivery to the address of the party to whom the notice is to be given. Addresses of the parties are as follows:

FOR CITY:

Gregory P. Harrison, City Manager
City of Pompano Beach
100 W. Atlantic Blvd., Fourth Floor
Pompano Beach, Florida 33060-1300
greg.harrison@copbfl.com

Mark E. Berman, City Attorney
City of Pompano Beach
100 W. Atlantic Blvd., #467
Pompano Beach, Florida 33060
Mark.berman@copbfl.com

Suzette Sibble, Assistant City Manager
City of Pompano Beach
100 W. Atlantic Blvd., Fourth Floor
Pompano Beach, Florida 33060
Suzette.sibble@copbfl.com

Jeff Lantz, Parking Manager
City of Pompano Beach
3460 NE 3rd Street
Pompano Beach, Florida 33062
Jeff.Lantz@copbfl.com

FOR LICENSEE:

Hank Freid, President
Sands Harbor Resort & Marina LLC
101 N. Riverside Drive, Suite 205
Pompano Beach, Florida 33062
hank@sandsharbor.com

COPY TO:

Brandon Freid
2688 Broadway
New York, NY 10025
brandon@sandsharbor.com

26. INDEMNIFICATION

A. LICENSEE shall at all times indemnify, save, hold harmless and defend the CITY its officers, officials, its authorized agents, and its employees from and against any and all

claims, demands, suit, damages, attorneys' fees, fines, penalties, defense costs or liabilities arising directly, indirectly or in connection with this Agreement, with LICENSEE's use of the License Area, and with LICENSEE's officers, staff or other agents' actions, negligence or misconduct whether the occurrence or cause arises on or away from the License Area except that LICENSEE shall not be liable under this Article for damages arising out of injury or damage to persons or Property arising from the negligence, gross negligence or willful misconduct of the CITY, any of its officers, agents or employees. LICENSEE agrees to investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense and to bear all costs and expenses related to such claims, even if the claim is groundless, false or fraudulent. The foregoing indemnification shall not be operative as to any claims by LICENSEE for any causes of action LICENSEE has or may have for breaches or defaults by the CITY under this Agreement.

B. LICENSEE acknowledges and agrees that neither party would enter into this Agreement without this indemnification of CITY by LICENSEE. The parties agree that authorization to use CITY's facility shall constitute consideration or alternatively one percent (1%) of any money obtained through use of CITY facility shall constitute specific consideration for the indemnification to be provided under the contract.

C. LICENSEE shall be solely responsible for insuring all stock, inventory, monies or other personal Property at the Property against damage or loss of any nature or kind. LICENSEE acknowledges and agrees that CITY assumes no responsibility whatsoever for any personal property placed at the License Area by LICENSEE, its guests, agents, tenants or invitees, with the exception of damages or loss suffered as a result of CITY's negligence. CITY is expressly released and discharged from any and all liability for any loss, injury or damage to persons or property which may be sustained by reason of the presence of any property owned by LICENSEE, its guests, agents, tenants or invitees in the License Area.

D. The indemnification provisions of this Article shall survive the expiration or termination of this Agreement and remain binding upon the parties to this Agreement until fully observed, kept, or performed.

E. Nothing contained in this Agreement shall be construed to affect in any way the rights, privileges and immunities of CITY, or be intended to serve as a waiver of sovereign immunity, as set forth in Florida Statutes §768.28. Nothing herein shall be construed as consent from either party to be sued by third parties.

27. FORCE MAJEURE

A. Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented, delayed or stopped by fire, hurricane, earthquake, explosion, war, civil disorder, sabotage, accident, flood, acts of God, or act or order of a governmental instrumentality, failure of technical facilities, interruption or delay of transportation service, epidemic, pandemic, or public health emergencies (including any resurgence or re-occurrence) or by any reason of any other matter or condition beyond the control of either party which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall economic hardship or lack of funds be considered an event of force Majeure.

B. If either party is unable to perform or is prevented, delayed or stopped in performing any obligations under this Agreement because of any event of force majeure including an event that prevents the use or ability to use the Property for its intended purpose to the benefit of the public, such inability to perform or delay shall be excused and any associated charges or payment suspended until such time as the event of force majeure ends or as long as may be reasonably necessary for either party to correct the adverse effect of such event of force majeure, to the extent and in the form as mutually agreed by the Parties.

C. In order to be entitled to the benefit of this Paragraph, a party claiming an event of Force Majeure shall be required to give prompt written notice to the other party after commencement or discovery of the event of force majeure, specifying in detail the event of force majeure, the estimated length of the event of force majeure, diligently proceed to correct the adverse effect of any force majeure, where possible, and, upon request from the non-claiming party, provide an update until the event of force majeure ends. The parties agree that, as to this Paragraph, time is of the essence.

28. WAIVER AND MODIFICATION

A. A Party's failure to insist upon strict compliance with any terms, covenants or conditions of this Agreement shall not be deemed a waiver of such, nor shall any waiver or relinquishment of such right or power at any time be taken to be a waiver of any other breach.

B. The Parties may request changes to modify certain provisions of this Agreement; however, unless otherwise provided, such changes must be contained in a written amendment executed by both parties with the same formality of this Agreement.

29. SEVERABILITY. Should any provision of this Agreement or the application of such provisions be rendered or declared invalid by court action or by reason of any existing or subsequently enacted legislation, the remaining parts or provisions of this Agreement shall remain in full force and effect.

30. BINDING EFFECT. The benefits and obligations imposed pursuant to this Agreement shall be binding and enforceable by and against the Parties.

31. LICENSE NOT LEASE. Both parties acknowledge and agree this License shall not be deemed a lease but rather a license granted to LICENSEE by CITY to provide the License Area under the conditions and purposes expressed in this Agreement and shall not be construed to

be a license to engage in any other uses. LICENSEE understands and agrees that it takes the License Area in "as is" condition.

32. MISCELLANEOUS

A. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A photocopy, email or facsimile copy of this Agreement and any signatory to this Agreement shall be considered for all purposes as original.

B. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained in this Agreement and both parties agree there are no commitments, agreements or understandings relevant to the subject matter that are not contained in this Agreement. Accordingly, both parties agree not to deviate from the terms in this Agreement predicated upon any prior representations or agreements, whether oral or written.

C. Regardless of which party or party's counsel prepared the original draft and subsequent revisions of this Agreement, both CITY and LICENSEE and their respective counsel have had equal opportunity to contribute to and have contributed to its contents, and this Agreement shall not be deemed to be the product of, and therefore construed against, either party.

D. It is further agreed the omission of a term or provision contained in an earlier draft of this Agreement shall have no evidentiary significance regarding the contractual intent of the parties and that no modification, amendment or alteration in the terms or conditions contained in this Agreement shall be effective unless contained in a written document agreed to and executed by authorized representatives of both parties with the same formality of this Agreement.

E. The Recital stated above are true and correct and are incorporated by this reference into this Agreement. The Exhibits attached are also incorporated into and made a part of this Agreement.

F. In the event of litigation between the parties, the prevailing party shall be entitled to recover all costs of collection, including a reasonable attorney's fees and court costs, at trial or on appeal. The provisions of this paragraph shall survive termination of this Agreement.

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties to this License Agreement have set their hands and seals on the day and year first above written.

"CITY":

CITY OF POMPANO BEACH

Attest:

DocuSigned by:
Asceleta Hammond
62AB0835850F4A1...
ASCELETA HAMMOND, CITY CLERK

DocuSigned by:
Rex Hardin
502CB780EB3F480...
By: _____
REX HARDIN, MAYOR

DocuSigned by:
Gregory P. Harrison
7052A67F15A44C8...
By: _____
GREGORY P. HARRISON, CITY MANAGER

Approved as to form by:

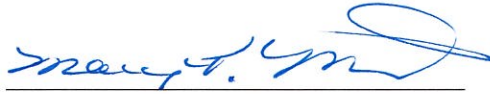

DocuSigned by:
Mark E. Berman
B4DD5E1CDA804A1...
MARK E. BERMAN, CITY ATTORNEY

(SEAL)



"LICENSEE":

Witnesses:

SANDS HARBOR RESORT & MARINA LLC
a Florida Limited Liability CompanyMary T. Martin
Print NamePHILLIP M. TAYLOR
Print NameBy: 
HANK FREID, ManagerSTATE OF FLORIDA
COUNTY OF BROWARD

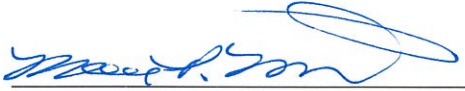
The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 10 day of December, 2021 by **HANK FREID** as Manager of SANDS HARBOR RESORT & MARINA LLC, a Florida Limited Liability Company, who are personally known to me or who have produced _____ (type of identification) as identification.

NOTARY'S SEAL:

**HOLLY BROWN**
Commission # GG 250474
Expires September 29, 2022
Bonded Thru Budget Notary ServicesHolly Brown
NOTARY PUBLIC, STATE OF FLORIDAHolly Brown
(Name of Acknowledger Typed, Printed or Stamped)GG 259474
Commission Number

"LICENSEE":
(continued)

Witnesses:

SANDS HARBOR RESORT & MARINA LLC
a Florida Limited Liability CompanyMary P. Martin
Print NameBy: 
BRANDON FREID, ManagerPHILLIP M. TAYLOR
Print NameSTATE OF NEW YORK
COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 6 day of December, 2021 by **BRANDON FREID** as Manager of SANDS HARBOR RESORT & MARINA LLC, a Florida Limited Liability Company, who are personally known to me or who have produced _____ (type of identification) as identification.

NOTARY'S SEAL:


NOTARY PUBLIC, STATE OF NEW YORKHolly Brown
(Name of Acknowledger Typed, Printed or Stamped)**HOLLY BROWN**
Commission # GG 259474
Expires September 29, 2022
Bonded Thru Budget Notary ServicesGG 259474
Commission Number

EXHIBIT A
GRANTED VARIANCES

SANDS HARBOR HOTEL CITY VARIANCES

VARIANCE
97-17PROCEEDINGS BEFORE THE ZONING BOARD OF APPEALS
CITY OF POMPAÑO BEACH, FLORIDA

IN RE APPEAL:

APPEAL #97-17

SANDS HARBOR, INC.
c/o Charles J. Seitz, President
125 North Riverside Drive
Suite 2814
Pompano Beach, Florida 33062Parcel "A", SANDS YACHTEL, according to the plat thereof as
recorded in Plat Book 126, Page 36, of the public records of Broward
County, Florida.

AKA: 101 North Riverside Drive ZONED: B-3

THIS IS AN APPEAL FROM THE PROVISIONS OF SECTION 155.113 (B) OF
CHAPTER 155 OF THE CODE OF ORDINANCES OF THE CITY OF POMPAÑO BEACH,
FLORIDA.

PETITIONER:

SANDS HARBOR, INC.

Requests:

A variance be granted in order to construct an office addition to an
existing building without providing the required 40 parking spaces for
the addition, while eliminating 40 existing spaces on the site, rather than
providing an additional 80 parking spaces elsewhere on the site, as
required by the Code.

• • • • •

WHEREAS, it appears that special and peculiar circumstances which are not the result of the actions of the petitioner or his representative affect the land, buildings or structures for which approval is sought, and further, that the denial of the request by the petitioner would deprive the petitioner of the reasonable use of his property, NOW, THEREFORE, the Zoning Board of Appeals finds that the granting of this permission will be in harmony with the general purpose and intent of the Zoning Ordinances of the City of Pompano Beach, Florida, and will make possible the reasonable use of the petitioner's property. The Board further finds that to deny the petitioner his request would impose an unreasonable and unnecessary hardship upon the petitioner and that the granting of this permission is wholly harmonious and consistent with the best interest of the general public.

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IT IS, THEREFORE, ORDERED THAT A VARIANCE IS GRANTED TO PETITIONER:

SANDS HARBOR, INC.

To:

Construct an office addition to the existing building on the site without
providing 40 parking spaces for the addition, while eliminating 40 existing
parking spaces on the site, as requested.

This Approval is subject to the following conditions:

- 1) Petitioner shall purchase, on an annual basis, 80 parking decals (in addition to the 40 decals required by any excursion vessel operating from the property, by virtue of a previous variance).

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- 2) At such time as parking decals or parking spaces are no longer available, the petitioner shall obtain the use of 80 parking spaces, by a manner acceptable to the City.
- 3) There shall be no valet parking on the south end of the building, between Sands Harbor and Basin Marine Center.

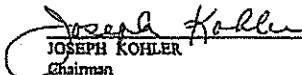
This Approval shall become effective and final fifteen (15) days from the date of passage provided, however, that in the event an appeal, as provided for in Section 155.025, has been timely filed, no action may be taken on the order by the Zoning Board of Appeals until the conclusion of the appeal before the City Commission.

In accordance with the provisions of Section 158.024 (J) of the Code of Ordinances, the relief granted by the Zoning Board of Appeals is limited to the authority vested in the Board and does not exempt the petitioner or owner from the responsibilities of obtaining all applicable permits and/or approvals as may be required by law, or by the City, for both new and existing structures.

Any variance, special exception, temporary permit or other decision of the Zoning Board of Appeals shall expire and become null and void 180 days after said action unless, within the said 180 day period, or other time period as ordered by the Board, any and all permits and/or approvals required by law, or by the City, including building permits, have been properly acquired or unless within the 180 day period, a request is made consistent with the Code of Ordinances seeking an extension of time for the variance, special exception or other specific order that had been approved by the Board. If no approval or permit is required, the use allowed by the Zoning Board of Appeals must be commenced within the said 180 day period unless otherwise provided by the Board or unless within the 180 day period a request is made consistent with the Code of Ordinances seeking an extension of time for the variance, special exception or other specific order that has been approved by the Board.

Any request for an extension from the time frames as required by an order of the Zoning Board of Appeals must be made by the petitioner or owner and it shall be the petitioner's or owner's burden to establish a good and sufficient cause for any extension of time. There shall be no more than five (5) extensions of time in any one case, each of which shall be no greater than 180 days or in the aggregate in excess of 900 days for any variance, special exception or other specific order of the Zoning Board of Appeals.

DONE AND ORDERED this 20th day of February, 1997.


JOSEPH KOHLER
Chairman
Zoning Board of Appeals

lrf
cc: Thomas Johnston
1201 E. Atlantic Boulevard
Suite 103
Pompano Beach, Florida 33060

PROCEEDINGS BEFORE THE ZONING BOARD OF APPEALS

CITY OF POMPANO BEACH, FLORIDA

IN RE APPEAL:

APPEAL #97-17

SANDS HARBOR, INC.
c/o Charles J. Seitz, President
125 North Riverside Drive Suite 2814
Pompano Beach, Florida 33062

Parcel "A", SANDS YACHTEL, according to the plat thereof as recorded
in Plat Book 126, Page 36, of the public records of Broward County, Florida.

AKA: 101 North Riverside Drive ZONED: B-3

This is an Appeal pursuant to Chapter 155 of the Pompano Beach Code of Ordinances whereby the petitioner requests the Pompano Beach Zoning Board of Appeals to exercise its authority pursuant to Section 155.024 (3) of the Code and grant an extension of time to a previously granted variance by the Board in conjunction with Appeal #97-51.

PETITIONER:

SANDS HARBOR, INC.

Requests:

A 180 day extension of the variance approval granted on February 20, 1997,
to allow construction of an office addition to the existing building on the site
without providing 40 parking spaces for the addition, while eliminating 40
existing parking spaces on the site, rather than providing an additional 80 parking
spaces elsewhere on the site, as required by the Code.

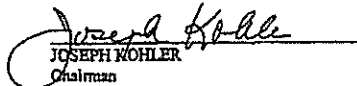
WHEREAS, the petitioner has made a timely request for the modification of the expiration date of
the variance approval granted in conjunction with Appeal #97-17 and has demonstrated by the evidence
presented that the approval should be modified by granting an extension of said expiration date;

IT IS THEREFORE ORDERED THAT:

The modification be granted as requested, making the new expiration date
February 16, 1998.

All other terms and conditions of said variance, as previously
granted, shall remain the same.

DONE AND ORDERED this 19th day of September, 1997.


JOSEPH KOHLER
Chairman
Zoning Board of Appeals

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PROCEEDINGS BEFORE THE ZONING BOARD OF APPEALS
CITY OF POMPANO BEACH, FLORIDA

IN RE APPEAL:

APPEAL #96-11

SANDS HARBOR, INC.
c/o Charles Seitz, President
125 North Riverside Drive
Pompano Beach, Florida 33062

That portion of the West one-half of the Southwest one-quarter of the Southeast one-quarter of Section 31, Township 48 South, Range 43 East, Broward County, Florida, lying east of the east right of way line of the Intracoastal Waterway, west of the west right of way line of Riverside Drive, north of a line, said line being 180 feet North of (as measured at a right angle) the South boundary of said Section 31, and south of a line, said line being 338.40 feet South of, (measured at a right angle) and parallel to the North boundary of said West one-half of the Southwest one-quarter of the Southeast one-quarter.

AKA: 125 North Riverside Drive ZONED: B-3

THIS IS AN APPEAL FROM THE PROVISIONS OF SECTION 155.113 (B) (14)
(PARKING-BOATS FOR HIRE, CHARTER BOATS) OF CHAPTER 155 OF THE CODE OF
ORDINANCES OF THE CITY OF POMPANO BEACH, FLORIDA.

PETITIONER:

SANDS HARBOR, INC.

Requests:

A variance be granted in order to operate an excursion vessel with a capacity of 120 persons (including crew) from the subject property without providing 40 on site parking spaces, as required by the Code.

* * * * *

WHEREAS, it appears that special and peculiar circumstances which are not the result of the actions of the petitioner or his representative affect the land, buildings or structures for which approval is sought, and further, that the denial of the request by the petitioner would deprive the petitioner of the reasonable use of his property, NOW, THEREFORE, the Zoning Board of Appeals finds that the granting of this permission will be in harmony with the general purpose and intent of the Zoning Ordinances of the City of Pompano Beach, Florida, and will make possible the reasonable use of the petitioner's property. The Board further finds that to deny the petitioner his request would impose an unreasonable and unnecessary hardship upon the petitioner and that the granting of this permission is wholly harmonious and consistent with the best interest of the general public.

* * * * *

IT IS, THEREFORE, ORDERED THAT A VARIANCE IS GRANTED TO PETITIONER:

SANDS HARBOR, INC.

To:

Operate an excursion vessel with a capacity of 120 persons (including crew) from the subject property without providing 40 on site parking spaces as required by the Code.

This Approval is subject to the following conditions:

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Zoning Board of Appeals
Appeal #95-11
Page 2

- 1) The owner or applicant shall pay for the use of 40 parking spaces in the City parking lot across from the hotel as long as this or a similar vessel offers cruises from the Sands Harbor Hotel.
- 2) The cruises shall be limited to afternoon and evening hours.

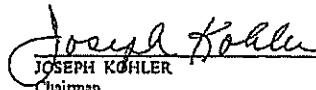
This Approval shall become effective and final fifteen (15) days from the date of passage provided, however, that in the event an appeal, as provided for in Section 155.025, has been timely filed, no action may be taken on the order by the Zoning Board of Appeals until the conclusion of the appeal before the City Commission.

In accordance with the provisions of Section 158.024 (J) of the Code of Ordinances, the relief granted by the Zoning Board of Appeals is limited to the authority vested in the Board and does not exempt the petitioner or owner from the responsibilities of obtaining all applicable permits and/or approvals as may be required by law, or by the City, for both new and existing structures.

Any variance, special exception, temporary permit or other decision of the Zoning Board of Appeals shall expire and become null and void 180 days after said action unless, within the said 180 day period, or other time period as ordered by the Board, any and all permits and/or approvals required by law, or by the City, including building permits, have been properly acquired or unless within the 180 day period, a request is made consistent with the Code of Ordinances seeking an extension of time for the variance, special exception or other specific order that had been approved by the Board. If no approval or permit is required, the use allowed by the Zoning Board of Appeals must be commenced within the said 180 day period unless otherwise provided by the Board or unless within the 180 day period a request is made consistent with the Code of Ordinances seeking an extension of time for the variance, special exception or other specific order that has been approved by the Board.

Any request for an extension from the time frames as required by an order of the Zoning Board of Appeals must be made by the petitioner or owner and it shall be the petitioner's or owner's burden to establish a good and sufficient cause for any extension of time. There shall be no more than five (5) extensions of time in any one case, each of which shall be no greater than 180 days or in the aggregate in excess of 900 days for any variance, special exception or other specific order of the Zoning Board of Appeals.

DONE AND ORDERED this 19th day of October, 1995.


JOSEPH KOHLER
Chairman
Zoning Board of Appeals

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11.2.95

PROCEEDINGS BEFORE THE ZONING BOARD OF APPEALS
CITY OF POMPANO BEACH, FLORIDA

IN RE APPEAL: APPEAL #88-61

SANDS HARBOR HOTEL AND MARINA
125 North Riverside Drive
Pompano Beach, Florida 33062Parcel "A", SANDS YACHTBL, according to the
plat thereof as recorded in Plat Book 126, Page 36,
of the public records of Broward County, Florida.
AKA: 125 North Riverside Drive ZONED: B-2

This is an Appeal pursuant to Chapter 155 of the Pompano Beach Code of Ordinances whereby the petitioner requests the Pompano Beach Zoning Board of Appeals to exercise its authority pursuant to Section 155.024 (J) of the Code and grant an extension of time to a variance previously granted by the Board in Appeal #88-6 (October 22, 1987).

PETITIONER: SANDS HARBOR HOTEL AND MARINA

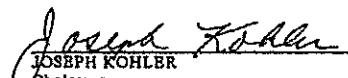
Requests: A one year extension to the variance previously
granted in Appeal #88-6.

WHEREAS, the petitioner has made a timely request for the modification of the expiration date of the variance granted in Appeal #88-6, and has demonstrated by the evidence presented that the variance should be modified by granting a one year extension to said expiration date;

IT IS THEREFORE ORDERED THAT:

The variance granted in Appeal #88-6 is hereby modified by granting a one year extension to the expiration date.

All other terms and conditions of said variance, as previously granted, shall remain the same.

DONE AND ORDERED this 19th day of May, 1988.
JOSEPH KOHLER
Chairman
Zoning Board of Appealslrb
6.3.88

PROCEEDINGS BEFORE THE ZONING BOARD OF APPEALS
CITY OF POMPAÑO BEACH, FLORIDA

IN RE APPEAL:

APPEAL #88-6

SANDS HARBOR INN
c/o M. Zayani
P.O. Box 2814
Pompano Beach, Florida 33061

Parcel "A", SANDS YACHTBL, according to
the plat thereof as recorded in Plat Book 126,
Page 36, of the public records of Broward
County, Florida.
AKA: 125 N. Riverside Drive
ZONED: B-2

THIS IS AN APPEAL FROM THE PROVISIONS OF SECTION 155.111
(PARKING SPACE SIZE) OF CHAPTER 155 OF THE CODE OF ORDINANCES
OF THE CITY OF POMPAÑO BEACH, FLORIDA.

PETITIONER:

SANDS HARBOR INN

Requests:

A variance be granted in order to construct a
retail and office center while providing 28 valet
parking spaces, rather than providing parking
spaces in accordance with the parking layout
diagram on file in the Planning Department.

WHEREAS, it appears that special and peculiar circumstances which are
not the result of the actions of the petitioner or his representative affect the
land, buildings or structures for which approval is sought, and further, that the
denial of the request by the petitioner would deprive the petitioner of the
reasonable use of his property, NOW, THEREFORE, the Zoning Board of Appeals
finds that the granting of this permission will be in harmony with the general
purpose and intent of the Zoning Ordinances of the City of Pompano Beach,
Florida, and will make possible the reasonable use of the petitioner's property.
The Board further finds that to deny the petitioner his request would impose
an unreasonable and unnecessary hardship upon the petitioner and that the
granting of this permission is wholly harmonious and consistent with the best
interest of the general public.

IT IS, THEREFORE, ORDERED THAT PERMISSION IS GRANTED TO

PETITIONER:

SANDS HARBOR INN

To:

Construct a retail and office center while providing 28
valet parking spaces, as requested.


This Approval shall become effective and final seventeen (17) days from
the date of passage during which time the City Commission shall have the

DECISION
Zoning Board of Appeals
Appeal # 88-6
Page 2

authority and power to reverse this decision in accordance with the provisions of Section 226.1 of the City Charter.

In accordance with the provisions of Ordinance No. 75-86, unless otherwise provided by the Zoning Board of Appeals in a specific order, any variance, special exception, temporary permit or other decision of the Zoning Board of Appeals shall expire and become null and void 180 days after said action, unless within said 180 day period a building permit, based upon and incorporating the decision of the Board is issued, or if no building permit is required, a use is commenced pursuant to the decision of the Board.

DONE AND ORDERED this 22nd day of October, 1987.


JOSEPH KOHLER
Vice Chairman
Zoning Board of Appeals

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EXHIBIT B
LICENSE AREA

LICENSE AREA LEGAL DESCRIPTION

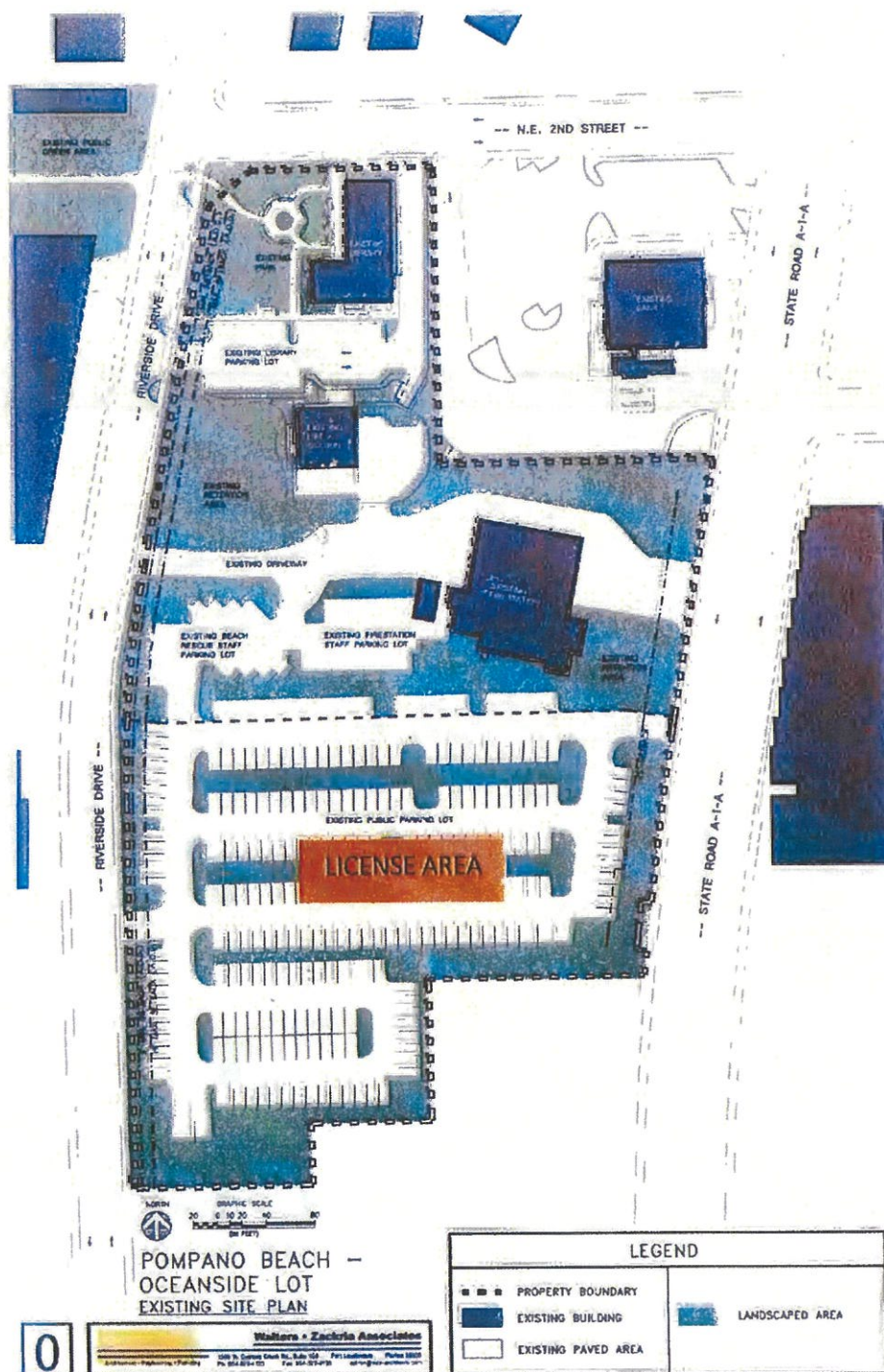


EXHIBIT C

CITY OF POMPANO BEACH PARKING ORDINANCE

ORDINANCE NO. 2021- 60

**CITY OF POMPANO BEACH
Broward County, Florida**

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, AMENDING CHAPTER 76, "PARKING METERS," OF THE POMPANO BEACH CODE OF ORDINANCES BY AMENDING SECTION 76.01 "PURPOSE," TO EXPAND SAME, BY AMENDING SECTION 76.02, "DEFINITIONS," TO PROVIDE ADDITIONAL DEFINITIONS; BY AMENDING SECTION 76.06, "PARKING METER ZONES AND FEES ESTABLISHED," BY DELETING TABLE 76(A) IN ITS ENTIRETY AND CREATING A NEW TABLE 76(A), "DESIGNATED PARKING METER ZONES AND METER FEES," TO MODIFY DESIGNATED PARKING METER ZONES, METER FEES, LOCATIONS AND RESTRICTIONS, AND TO MODIFY COSTS AND OTHER REQUIREMENTS FOR PARKING PERMITS; BY AMENDING SECTION 76.07, "TIME LIMITED PARKING ZONES," TO MODIFY HURRICANE PARKING PROCEDURE AND RATES, TO ESTABLISH DESIGNATED DELIVERY/LOADING ZONES AND REQUIREMENTS, PIER GARAGE BULK PARKING PROCEDURES AND MODIFY RATES, AND PARKING FEE EXEMPTIONS; BY AMENDING SECTION 76.08, "ENFORCEMENT," TO PROVIDE FOR PARKING VIOLATIONS AND OTHER UNLAWFUL ACTS IN THE PIER GARAGE, BY AMENDING EXHIBIT A, RESIDENT ANNUAL PARKING PERMIT DECAL LOCATION MAP, TO REFLECT ADDITIONAL PARKING; BY ADDING EXHIBIT A-1, RESIDENT PARKING LPR PERMIT LOCATION MAP AND HOURLY PUBLIC PARKING AREAS WITHIN THE HARBOR VILLAGE AREA; AND BY AMENDING EXHIBIT B, PARKING METER ZONE LOCATION MAP TO REFLECT THE NEW PARKING METER ZONES AND HOURLY PUBLIC PARKING RATES; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That Section 76.01, "Purpose," of Chapter 76, "Parking Meters," of the City of Pompano Beach Code of Ordinances is amended to read as follows:

§ 76.01 PURPOSE.

The purpose of this chapter is to promote the public health, safety and general welfare upon the public parking lots and locations ~~of~~ within the city by regulating the cost of metered parking; by regulating the time limit of parking in ~~certain~~ parking lots, garages, streets, and other public areas; and to provide penalties for the violation of this chapter.

SECTION 2. That Section 76.02, "Definitions," of Chapter 76, "Parking Meters," of the City of Pompano Beach Code of Ordinances is amended to read as follows:

§ 76.02 DEFINITIONS.

For the purpose of this chapter the following definitions shall apply unless the context clearly indicates or requires a different meaning:

...

HURRICANE PARKING GRACE PERIOD. The period of time that the city does not charge for the use of the Pier Garage for parking by residents, nonresidents and businesses for the purpose of protecting their vehicles from a hurricane or other major storm or hazardous weather condition. May include one day before and one day following the event or as determined by the City Manager or his designee.

IMMOBILIZATION DEVICE. An Immobilization Device is any device designed to deter and impede further movement of a vehicle either through the application of a conventional wheel lock or a device applied to the driver's side windshield preventing visibility through the windshield.

INTRACOASTAL WATERWAY. The Intracoastal Waterway ("ICWW") is the navigable canal situated parallel to and west of the Atlantic Ocean.

LICENSE PLATE READER (LPR). LPR is a device that electronically reads a vehicle's license plate to determine if the owner of the vehicle has paid for the right to park in a city public space at the rate established by the city.

...

PAY BY TELEPHONE APP. For certain designated meter zones, the parking customer or patron of a customer, such as a business owner serving a customer, may pay meter fees by telephone, utilizing a third-party payment and collection agency through the vendor's cellular telephone and smart device application ("App") in lieu of utilizing a parking meter for payment.

...

PARKING PERMIT DECAL, HANGTAG, OR ACCESS CARD, LICENSE PLATE READER OR AVI STICKER. The city may issue a decal, access card, prepaid access card, license plate reader permit, hangtag, or eard Automatic Visual Identification (AVI) readable sticker to a purchaser of a resident pass, or business pass, or garage pass that allows the purchaser's vehicle to be parked in a Parking Meter Zone without having to advance funds into the meter or through the use of the Pay By App, subject to restrictions and to the charges established by § 76.06.

PARKING RATE ZONE. Areas of the city that provide parking meters are divided into zones within which the meter rates are consistent within its own zone. There are multiple parking rate zones, since meter rates will vary according to location and demand. Rates within each zone will also vary during different times of the year, such as during the off-season, season, and events and holidays.

PUBLIC PARKING FACILITY. Any publicly owned or managed parking lot, parking garage, parking space or parking area.

RAMPING AREA. Any area used by a valet parking service that is used by the owner of a vehicle to drop off its vehicle in order for a parking valet service to move a customer's vehicle to a storage area and return the vehicle to its owner at the end of a valet service occurrence.

RESIDENCY. As used in this chapter, residency may be established upon proof of any of the following:

(1) ~~Pompano Beach residency may be established by the presentation of the following: a declaration of domicile or a Broward County Voters Registration Certificate, and a valid picture identification, which shows that the individual resides within the corporate limits of the City of Pompano Beach; or Driver License, and one of the following with a matching Pompano Beach address:~~

current lease, current utility bill, mortgage statement or current cable or internet bill that are less than 60 days old.

~~(2) — Proof that the individual resides within the corporate limits of the city may be established by proof of property ownership, a copy of a current and validly executed lease agreement, and copies of a water, electric, gas or other utility bills that are less than 60 days old.~~

(3) The city may, in its sole discretion, during any period of time an individual enjoys the benefits of residency status, require the individual to present written documents to the appropriate city personnel to establish any of the forms of residency as set forth above. In addition, the individual may be requested to execute an affidavit under oath in which the individual declares that the representations made to the city regarding residency are true.

In the event that residency is established by an individual, that individual's spouse or children residing in the same household shall also be entitled to residency rates.

RESIDENT PARKING RATE DISCOUNT. A parking privilege located in designated areas at a discounted rate granted to residents of Pompano Beach, providing proof of residency. The amount of the parking rate discount is established by § 76.06.

~~**SEASON.** — Season is the period between November 15 and April 15; Off Season is the period between April 16 and November 14.~~

SECTION 3. That Section 76.06, "Parking Meter Zones and Fees Established," of Chapter 76, "Parking Meters," of the City of Pompano Beach Code of Ordinances is amended to read as follows including deleting Table 76(A) in its entirety and creating a new Table 76(A): Designated Parking Meter Zones and Meter Fees, as follows:

§ 76.06 PARKING METER ZONES AND FEES ESTABLISHED.

(A) Designation of Spaces: Installation of Meters; Cost of Parking or Standing Vehicle in Parking Meter Space.

(1) Table 76.06(A) establishes public parking facilities as Parking Meter Zones. The marking off of individual parking spaces in the Parking Meter Zones and the installation of parking meters in the spaces is authorized, ratified, and confirmed. The placement of the meters shall be in accordance with applicable city ordinances.

(2) The cost of parking or standing a vehicle shall be in conformance with Table 76.06(A). The only coins which the meters accept are United States currency.

TABLE 76.06(A): Designated Parking Meter Zones and Meter Fees

Name/Address of Location	Weekend Rates	Weekday Rates	Holidays and Event Rates	Flat Rate Permit for Resident, Business, or Employee	Rate Zone Number and Comments
Hillsboro Inlet Park, 2700 N Ocean Blvd.	\$.54 per 15 minutes or \$2.15 per hour	\$.45 per 15 minutes or \$1.80 per hour	\$.63 per 15 minutes or \$2.50 per hour	not available	Zone No. 1, Rates for automobiles
Alsdorf Boat Launch Facility and South Parking Lot, 14 th Street	\$.54 per 15 minutes or \$2.15 per hour	\$.45 per 15 minutes or \$1.80 per hour	\$.63 per 15 minutes or \$2.50 per hour	not available	Zone No. 1 John Good events (i.e., Fishing Rodeo), no fees. Automobile rates.
	\$15.00 per 24-hour period	\$10.00 per 24-hour period	\$20.00 per 24-hour period	not available	John Good events (Fishing Rodeo), no fees. Vehicles with trailer rates.
North Ocean Park Parking Lot, 3424 NE 16 th Street, East of A1A	\$.63 per 15 minutes, or \$2.50 per hour	\$.45 per 15 minutes, or \$1.80 per hour	\$.81 per 15 minutes, or \$3.25 per hour	not available	Zone No. 2 Pay Station
NE 16th Street (no meters installed), NE 16th Street, West of A1A	\$.54 per 15 minutes or \$2.15 per hour	\$.45 per 15 minutes or \$1.80 per hour	\$.63 per 15 minutes or \$2.50 per hour	not available	Zone No. 1 pay-by-app
NE 15th Street, West of A1A	\$.54 per 15 minutes or \$2.15 per hour	\$.45 per 15 minutes or \$1.80 per hour	\$.63 per 15 minutes or \$2.50 per hour		Zone No. 1 pay-by-app or residential permit

NE 13th Street, East of A1A	\$.63 per 15 minutes, or \$2.50 per hour	\$.45 per 15 minutes, or \$1.80 per hour	\$.81 per 15 minutes, or \$3.25 per hour	not available	Zone No 2 pay-by-app or monthly permit
NE 8 th Street, East of A1A	\$.63 per 15 minutes, or \$2.50 per hour	\$.45 per 15 minutes, or \$1.80 per hour	\$.81 per 15 minutes, or \$3.25 per hour	not available	Zone No 2 pay-by-app
Scott A. Winters Memorial Park 1200 Riverside Drive and NE 8 th Street - West of A1A	\$.54 per 15 minutes or \$2.15 per hour	\$.45 per 15 minutes or \$1.80 per hour	\$.63 per 15 minutes or \$2.50 per hour	not available	Zone No. 1 pay-by-app
NE 7 th Court, East of A1A	\$.63 per 15 minutes, or \$2.50 per hour	\$.45 per 15 minutes, or \$1.80 per hour	\$.81 per 15 minutes, or \$3.25 per hour	not available	Zone No 2 pay-by-app
Pier Garage, 275 Seabreeze Way	\$.63 per 15 minutes or \$2.50 per hour or flat rate \$15-\$20	\$.45 per 15 minutes or \$1.80 per hour or flat rate \$10-\$15	\$.81 per 15 minutes or \$3.25 per hour or flat rate \$20-\$25	\$100 per month overnight parking permit, 5 th floor only, \$150 per month interior space. Refer to 76.06 (C) (3)	Zone No. 4, Pier fishing all-day pre-paid parking pass of \$5.00, paid at the time of purchase of Pier fishing pass; refer to 76.06 (C) (5). A lost ticket or unreadable ticket will result in a charge of an all- day rate of \$15.00.
Pier Garage, 275 Seabreeze Way	\$10-\$15 flat rate	\$7.50-\$10 flat rate	\$15-\$20 flat rate	All rates may vary according to demand	Zone No. 4 valet only area on Pompano Beach Blvd in front of Pier
Seabreeze Way and Pier Street	\$.81 per 15 minutes or \$3.25 per hour	\$.63 per 15 minutes or \$2.50 per hour	\$1.00 per 15 minutes or \$4.00 per hour	not available	Zone No 3, pay-by-app or Pay Station
Pompano Beach Blvd, East side	\$.81 per 15 minutes or \$3.25 per hour	\$.63 per 15 minutes or \$2.50 per hour	\$1.00 per 15 minutes or \$4.00 per hour	not available	Zone No. 3 2 electric charging stations

NE 3rd Street, South side between A1A and P B Blvd	\$.81 per 15 minutes or \$3.25 per hour	\$.63 per 15 minutes or \$2.50 per hour	\$1.00 per 15 minutes or \$4.00 per hour	not available	Zone No. 3 pay-by-app only
NE 2 nd Street, North side, between A1A and PB Blvd	\$.81 per 15 minutes or \$3.25 per hour	\$.63 per 15 minutes or \$2.50 per hour	\$1.00 per 15 minutes or \$4.00 per hour	not available	Zone No. 3 pay-by-app only
NE 2 nd Street (Pier Street), between A1A and Riverside Drive	\$.54 per 15 minutes or \$2.15 per hour	\$.45 per 15 minutes or \$1.80 per hour	\$.63 per 15 minutes or \$2.50 per hour	not available	Zone No. 1 pay-by-app only
Beach Parking Lot, NE Corner of Atlantic Blvd and A1A	\$.81 per 15 minutes or \$3.25 per hour	\$.63 per 15 minutes or \$2.50 per hour	\$1.00 per 15 minutes or \$4.00 per hour	not available	Zone No. 3 Pay Station
Beach Parking (Grassy Lot), NE Corner of Atlantic Blvd and A1A	\$.81 per 15 minutes or \$3.25 per hour	\$.63 per 15 minutes or \$2.50 per hour	\$1.00 per 15 minutes or \$4.00 per hour	\$10 to \$20 daily flat rate available	Zone No. 3 Pay Station. Monthly overnight resident parking pass for \$75.00 per month.
Atlantic Boulevard, between A1A and PB Blvd	\$.81 per 15 minutes or \$3.25 per hour	\$.63 per 15 minutes or \$2.50 per hour	\$1.00 per 15 minutes or \$4.00 per hour	not available	Zone No. 3 Pay Station
Oceanside Parking Lot, 109 North Ocean Drive	\$.54 per 15 minutes or \$2.15 per hour	\$.45 per 15 minutes or \$1.80 per hour	\$.63 per 15 minutes or \$2.50 per hour	\$135 annual resident day permit; \$75 day semi- annual resident permit. Overnight permit, \$75 per month per Section 76.06 (C)(1) and (2)	Zone No. 1 Oceanside Parking Lot.
Wells Fargo Bank Parking Lot, 199 North Ocean Drive	\$.54 per 15 minutes or 2.15 per hour	\$.45 per 15 minutes or \$1.80 per hour	\$.63 per 15 minutes or \$2.50 per hour	not available	Zone No. 1 pay-by-app or pay station on Pier Street

Riverside Drive, East side	\$.54 per 15 minutes or \$2.15 per hour	\$.45 per 15 minutes or \$1.80 per hour	\$.63 per 15 minutes or \$2.50 per hour	not available	Zone No. 1 pay-by-app only.
Riverside Drive Branch Library Parking lot, East side	\$.54 per 15 minutes or \$2.15 per hour	\$.45 per 15 minutes or \$1.80 per hour	\$.63 per 15 minutes or \$2.50 per hour	not available	Zone No. 1 pay-by-app or pay station

Name and Address of Location	No of Spaces	Weekend Rates	Weekday Rates	Fee during Holidays and Events	Flat Rate Permit for Resident, Business, or Employee	Rate Zone Number and Comments
Briny Avenue (West Side), south of Atlantic Blvd, 0-99 block	2	No charge	No charge	No charge	Annual permit pass for select properties; see Exhibit A	Loading and Unloading only, 30 minutes time limit.
Briny Avenue (East and West Side), south of Atlantic Blvd, 200 block	14	\$.81 per 15 minutes or \$3.25 per hour	\$.63 per 15 minutes or \$2.50 per hour	\$1.00 per 15 minutes or \$4.00 per hour	not available	Zone No. 3 pay station or pay-by-app.
Briny Avenue (East and West Side), south of Atlantic Blvd, 600 & 700 block	10	\$.81 per 15 minutes or \$3.25 per hour	\$.63 per 15 minutes or \$2.50 per hour	\$1.00 per 15 minutes or \$4.00 per hour	not available	Zone No. 3 pay-by-app only or residential permit.
Briny Avenue (East Side), south of Atlantic Blvd, 700 & 800 block	4	\$.81 per 15 minutes or \$3.25 per hour	\$.63 per 15 minutes or \$2.50 per hour	\$1.00 per 15 minutes or \$4.00 per hour	not available	Zone No. 3 pay by phone or residential permit.
SE 2nd Street On-Street Parking between A1A and Briny	8	\$.81 per 15 minutes or \$3.25 per hour	\$.63 per 15 minutes or \$2.50 per hour	\$1.00 per 15 minutes or \$4.00 per hour	not available	Zone No. 3 pay-by-app or residential permit.
SE 4th Street On-Street Parking between A1A and Briny	10	\$.81 per 15 minutes or \$3.25 per hour	\$.63 per 15 minutes or \$2.50 per hour	\$1.00 per 15 minutes or \$4.00 per hour	not available	Zone No. 3 pay-by-app or residential permit.

SE 6th Street On-Street Parking between A1A and Briny	12	\$.81 per 15 minutes or \$3.25 per hour	\$.63 per 15 minutes or \$2.50 per hour	\$1.00 per 15 minutes or \$4.00 per hour	not available	Zone No. 3 pay-by-app or residential permit.
SE 8th Street On-Street Parking between A1A and Briny	4	\$.81 per 15 minutes or \$3.25 per hour	\$.63 per 15 minutes or \$2.50 per hour	\$1.00 per 15 minutes or \$4.00 per hour	not available	Zone No. 3 pay-by-app or residential permit.

Name and Address of Location	No of Spaces	Weekend Rates	Weekday Rates	Holidays and Events Rates	Flat Rate Permit for Resident, Business, Employee	Rate Zone Number and Comments
New on-street parking, side streets between A1A, Hibiscus, and Riverside	Future spaces	\$.54 per 15 minutes or \$2.15 per hour	\$.45 per 15 minutes or \$1.80 per hour	\$.63 per 15 minutes or \$2.50 per hour		Zone 1, pay-by-app only
SE 1st Street On-Street Parking between A1A and Hibiscus	0-8	\$.54 per 15 minutes or \$2.15 per hour	\$.45 per 15 minutes or \$1.80 per hour	\$.63 per 15 minutes or \$2.50 per hour	not available	Zone No. 1, pay-by-app
SE 2nd Street On-Street Parking between A1A and Hibiscus, Riverside Dr.	0-8	\$.54 per 15 minutes or \$2.15 per hour	\$.45 per 15 minutes or \$1.80 per hour	\$.63 per 15 minutes or \$2.50 per hour	not available	Zone No. 1 pay-by-app
SE 8th Street On-Street Parking between A1A and Hibiscus, Riverside	5	\$.54 per 15 minutes or \$2.15 per hour	\$.45 per 15 minutes or \$1.80 per hour	\$.63 per 15 minutes or \$2.50 per hour	not available	Zone No. 1 pay-by-app; 5 spaces in front Barefoot Villas.
SE 9th Street On-Street Parking between A1A and Hibiscus, Riverside	5	\$.54 per 15 minutes or \$2.15 per hour	\$.45 per 15 minutes or \$1.80 per hour	\$.63 per 15 minutes or \$2.50 per hour	not available	Zone No. 1 pay-by-app; 5 spaces in front of Barefoot Villas.
SE Hibiscus Street On-Street Parking between SE 8 th Street and SE 9 th Street	3	\$.54 per 15 minutes or \$2.15 per hour	\$.45 per 15 minutes or \$1.80 per hour	\$.63 per 15 minutes or \$2.50 per hour	not available	Zone No. 1 pay-by-app; 3 spaces in front of Barefoot Villas.

Name and Address of Location	No of Spaces	Weekend Rates	Weekday Rates	Holidays and Events Rates	Flat Rate Permit for Residents, Business or Employees	Rate Zone Number and Comments
Harbor Village Shops Parking, 2700 E. Atlantic Blvd (See Exhibit A-1)	127	\$.45 per 15 minutes or \$1.80 per hour	\$.38 per 15 minutes or \$1.50 per hour	\$.54 per 15 minutes or \$2.15 per hour	not available	Zone 5, 15-minute parking for drop off or pick up with no payment required where signed.
Harbor Village Shops Parking, 2700 NE 1st Street (See Exhibit A-1)	99	\$.45 per 15 minutes or \$1.80 per hour	\$.38 per 15 minutes or \$1.50 per hour	\$.54 per 15 minutes or \$2.15 per hour	Monthly parking permits. Refer to Exhibit A, \$37.50; see 76.06 (C)(2)	Zone 5
South Federal Highway, 109 S Federal Hwy and 100 SE 28th Avenue	50+	\$.45 per 15 minutes or \$1.80 per hour	\$.38 per 15 minutes or \$1.50 per hour	\$.54 per 15 minutes or \$2.15 per hour	Monthly parking permits. Refer to Exhibit A-1, \$37.50; see 76.06 (C)(2)	Zone 5, Park and Ride Share lot.
Harbor Village Shops Parking, NE 28th Avenue (See Exhibit A-1)	13	\$.45 per 15 minutes or \$1.80 per hour	\$.38 per 15 minutes or \$1.50 per hour	\$.54 per 15 minutes or \$2.15 per hour	not available	Zone 5, 15-minute parking on short pick up, no payment required where signed.
Harbor Village Shops Parking, NE 27th Avenue (See Exhibit A-1)	12	\$.45 per 15 minutes or \$1.80 per hour	\$.38 per 15 minutes or \$1.50 per hour	\$.54 per 15 minutes or \$2.15 per hour	not available	Zone 5, 15-minute parking on short pick up. no payment required where signed.

City Wide Regulations				
All Off-Street Disabled Public Parking				Rates charged after 4 hours at the meter zone rate.

All On-Street Disabled Public Parking				First four hours no charge but payment required at the meter rate zone of the parking space after four hours.
All electric charging Stations for EV vehicles				Payment of meter required if metered. 2-hour limit for charging.
All parking on future public parking lots and on-street spaces, city owned or leased				Meter rate of zone in which lot or street spaces is located.
Resident discount on hourly public parking with pay-by-app, except Pier Garage				20% resident discount for hourly parking at all city parking spaces utilizing pay by app. See 76.06 (C) (8). Residents' vehicles must be registered with the city for the pay by app discount.
Construction parking in public spaces				Application required for short term use. License agreement required for term greater than 30 days. See 76.06 (C)(10). \$10 per day per space, not to exceed 30 days. Admin fee of \$150 per application. Uses include materials, equipment, trucks, cranes, staff parking, and other by approval.
Valet Parking in public spaces, either on-street or in lots				Application required for short term, less than 30 days or under 50 spaces; city license agreement required for term greater than 50 spaces or over 30 days. Refer to Section 76.06 (C)(6). On barrier island, fee of \$50 per month per space between 5:00 pm to midnight; \$60 per month between 11:00 am to midnight plus application fee of \$150. Daily spaces for VIP at \$15-\$25 per day. West of ICWW, \$25 per month per space between 5:00 pm to midnight; \$30 per month between 11:00 am to midnight plus application fee of \$250. Daily spaces for VIP at \$10-\$20 per day.
Motorcycle Parking Rates				Payment must be made by each motorcycle in a parking space. Parking rates set at the meter rate zone of the parking space.
Permit parking for apartment/condo or office building tenants and owners during major construction repairs.				Public parking for residents and employees in commercial buildings under re-construction or repair subject to Section 76.07 (I). Parking limited to Oceanside Lot for a fee of \$75 per month or to the Pier Garage 5 th Floor for \$100 per month, subject to availability.

Parking during a hurricane or major storm in the Pier Garage				Parking permitted without charge during hurricane or major storm declared by City Manager, subject to Section 76.07 (H) (1). Vehicles parked after storm period, \$15 per day. Spaces available on floors 1 through 4.
Note: All parking at the Harbor Village Shops west of the Intracoastal Waterway including N.E. 1 st Street shall continue to be governed by Table 76.06(A) effective prior to adoption of this Ordinance for a period of one hundred eighty (180) calendar days following the effective date of this Ordinance. This 180-day grace period shall not relieve persons parking in the Harbor Village Shops west of the Intracoastal Waterway including N.E. 1 st Street from otherwise complying with provisions of Chapter 76.				

...

(C) Parking Permits for Certain Zones and Public Facilities.

(1) A “resident parking permit decal” may be purchased from the city’s Treasury Parking Division Office or its designee, by all residents, with proof of residency, which shall authorize the parking of the vehicle for which the permit was acquired in any parking meter space located within the Oceanside Parking Lot as described in Table 76.06(A) without requiring the payment of money into the space’s parking meter from 6:00 a.m. until 8:00 p.m. daily. No overnight parking is allowed under this resident parking permit decal and a violation of this requirement is subject to a citation as prescribed in Section 76.08. In the event that the Oceanside Parking lot is no longer available due to construction on the site, the Parking Division will assign another lot with the approval by the City Manager.

(a) The cost of a 12-month annual resident parking permit decal for the Oceanside Parking lot shall be ~~\$120.00~~ \$135.00, including applicable taxes.

~~(b) The cost of a 12-month access card for a second vehicle shall be \$60.00, including applicable taxes.~~

~~(e) (b)~~ The cost of a six-month ~~decal~~ resident parking permit shall be ~~\$60.00~~ \$75.00, including applicable taxes.

(2) A “monthly overnight parking permit hangtag” or “License Plate Reader permit” may be purchased from the city’s Treasury Parking Division Office, or its designee, by all residents, non-residents, and Pompano Beach business owners, which shall authorize the parking of the vehicle for which the permit was acquired in any parking meter space located within the Oceanside Parking Lot and the US 1 Park and Ride Share Lot. Residents may also purchase a “monthly overnight parking permit hangtag” or “License Plate Reader permit” for Parcel A Grassy Lot on A1A and for the NE 1st Street spaces in Harbor Village, as described in Table 76.06(A) without requiring the payment of money into the space’s meter from 12:00 am until 11:59 pm daily for the period being contracted.

(a) The cost of the monthly overnight parking permit hangtag or license plate reader permit shall be ~~\$50.00~~ \$75.00, including applicable taxes, for spaces on the Barrier Island, such as the Oceanside Parking Lot and the Parcel "A" Grassy Lot between A1A and Pompano Beach Boulevard, the latter of which shall have a maximum limit of permits established by the Parking Manager, and furthermore shall be for residents of the Jamaica House, Sea Monarch and Ocean Monarch condominiums.

(b) Monthly overnight parking hangtag or license plate reader permits shall be \$37.50, including applicable taxes, for spaces west of the Intracoastal Waterway, such as NE 1st Street in Harbor Village, the US 1 Park and Ride Share Hub, south of Atlantic Boulevard, and others added to the Park and Ride Share system not yet designated.

~~(b)(c)~~ The maximum number of monthly overnight parking permits is one per resident household and non-resident and two per business. There are no resident discounts for monthly overnight parking permits.

~~(e)(d)~~ The monthly overnight parking permit hangtag or license plate reader permit is subject to availability, determined by the City Manager or designee.

~~(d)(e)~~ For businesses seeking monthly overnight parking permit hangtags greater than two, the request shall require a license parking agreement approved by the City Commission Manager or designee.

~~(e)~~ Any existing and effective license agreements with businesses shall be null and void and new agreements must be approved.

(f) The City Manager or designee reserves the right to limit the number of resident or business overnight parking permits that are sold in order to manage the supply and demand for public parking.

(3) A "monthly overnight parking permit electronic access card" may be purchased from the city's Treasury Parking Division Office, or its designee, by all residents, non-residents, and Pompano Beach business owners, which shall authorize the parking of the vehicle for which the permit was acquired in any parking ~~meter~~ space located within the Pier Parking Garage as described in Table 76.06(A) and with restrictions described below without requiring the payment of money into the pay stations from 12:00 a.m. until 11:59 p.m. daily for the period being contracted.

~~(a) The parking location of the Pier Garage monthly overnight parking permit card shall be restricted to the fifth floor (roof level) of the garage.~~

(b) — The cost of the “monthly overnight permit electronic access card shall be \$100.00, including applicable taxes for the fifth floor of the Pier Garage and \$150.00 per month for covered spaces in the garage. If the City leases or constructs other garages and garage spaces, the rate shall be \$100.00 per month for uncovered spaces and \$150.00 per month for covered spaces.

(e)(b) The maximum number of monthly overnight parking permit electronic access cards is one per resident or non-resident and ~~two~~ five per business.

(d)(c) The monthly overnight parking permit electronic access card is subject to availability on a month-to-month basis, subject to a termination with 30 days written notice, a maximum of 100 permits may be issued for any one-month period.

(e)(d) ~~This permit card is valid during special events. The City Manager or their designee reserves the right to limit the number of resident or business overnight parking permits that are sold as to determine the location of such parking permit spaces within the Pier Garage, in order to manage the supply and demand for public parking.~~

(4) A “resident annual overnight parking License Plate Reader (“LPR”) permit ~~deal~~” may be purchased from the city’s Treasury Parking Division Office or its designee, by all residents and residential property owners, which shall authorize the parking of the permittee’s vehicle for which the permit was acquired in specific areas described herein in Exhibit A, without requiring the payment of money into the space’s meter from 12:00 a.m. until 11:59 p.m. daily for the annual period being contracted.

(a) The parking locations for the annual overnight parking LPR permit ~~deal~~ shall be restricted to those areas depicted in Exhibit A, including only specific buildings that do not have sufficient private parking to serve their residents.

(b) The cost of the “resident annual parking LPR permit ~~deal~~” shall be ~~\$120.00~~ \$135.00, including applicable taxes.

(c) The maximum number of resident annual LPR permits ~~deal~~ is one per property address or apartment number.

(d) No public parking space under this program is exclusive for a ~~deal~~ LPR permit purchaser and availability is ~~on the basis of a first-come, first-serve basis~~.

(e) The resident annual parking LPR permit ~~deal~~ is subject to availability.

(f) An application must be made to the city for the LPR permit, stating the address associated with the permit and the license plate tag number of the vehicle to be parked, along with proof of residency. Transfers from one license plate of a vehicle owned by the resident is subject to a transfer fee described in 76.06(A).

(5) A discounted parking permit in the Pier Garage for patrons utilizing the Pompano Beach Pier and acquiring an all-day fishing pass is available under the following conditions.

(a) Payment for an all-day fishing pass may also include an all-day, pre-paid parking pass in the Pier Garage. However, the patron must present the Pier Garage entry ticket, which must be validated at the time of purchasing an all-day Pier fishing pass, upon exiting the Pier Garage at the electronic reader positioned in front of the exit gate. The all-day parking pass rate is set by the city's Parking Ordinance, Chapter 76.06(A).

(b) Failure to have the electronic reader recognize the pre-paid parking receipt will result in requiring the payment of an all-day parking fee at a rate set forth in the city's Parking Ordinance, Chapter 76.06(A).

(c) The cost of the all-day fishing pass is set by ordinance of the city.

(5)(6) Pompano Beach business owners including, but not limited to, hotels, restaurants and other businesses such as an office building or bank, who desire to utilize public parking for the storage of customers' vehicles during a valet parking occurrence, must obtain a valet parking permit or may enter into a license parking agreement between the City of Pompano Beach and the owner of the business or the city's designated valet operator. The license parking agreement must be approved by the City Commission for applications greater than 50 parking spaces for valet storage. The City Manager or designee may approve applications for the use of less than 50 public spaces for valet storage.

(a) The monthly cost of the license "valet parking permit" when operating between 5:00 p.m. and midnight shall be \$50 per parking space for spaces located on the barrier island and \$25 per parking space for spaces located west of the Intracoastal Waterway, including applicable taxes except as amended by a separate valet parking agreement. Any public spaces utilized for ramping shall be included in the license parking agreement and be subject to the same fee. Permit holders may also contract for VIP reserved parking at a cost of \$20 per day per space on a limited basis (3-5 spaces) between 5:00 p.m. and midnight for spaces located on the barrier island and \$10 per day per space between

5:00 pm and midnight for spaces located west of the Intracoastal Waterway, except as amended by a separate valet parking agreement. VIP parking permit holders must provide a temporary sign approved by the Parking Division for use to designate that the VIP spaces are reserved at 5:00 pm for reserved parking.

(b) The ~~license~~ valet parking permit shall prohibit overnight parking. Any vehicle left overnight may be removed by the city at the owner's or ~~licensee~~ permittee's expense.

(c) ~~The license will be valid for a period between 5:00 p.m. and midnight. For a period between 11:00 a.m. and midnight, the license shall be \$60 per parking space, including applicable taxes. Valet parking for the general public in the Pier Garage shall be operated by the City's parking contractor only.~~

(d) The provisions in this paragraph are also subject to the regulations of Chapter 77, as amended.

~~(6)~~(7) Parking Rate Zones are zones where the parking rates are described in Table 76.06 (A) and depicted in a map provided herein as Exhibit B.

(a) The rates will vary according to certain ~~three times periods~~ of the ~~year~~ week, defined as ~~off-season, season,~~ weekdays, weekends, and holidays and events as defined herein.

(b) Rates may be altered within each zone from time to time, including daily or hourly times, at the direction of the City Manager or its designee but can never vary more than twenty percent.

~~(7)~~(8) ~~Each permit shall cover the specified time period for the permit, from the date of purchase. The application procedure and the form of the permit shall be determined by the City Manager or designee. The monthly overnight parking permit card shall be registered to a specific vehicle and its license plate and may not be transferred to another person or vehicle. Residents of Pompano Beach may receive a 20% parking discount at any parking space in the city where the resident pays utilizing the pay by app after registering their vehicles' license plate number with the city, providing their proof of license registration, providing their proof of residency or a valid Florida driver's license, and providing their proof of resident occupancy by a recent utility bill or other document identified under the definition of "Residency" in Section 76.02. The parking discount is not available in the Pier Garage.~~

~~(8) — Residential parking permit decals for the Oceanside lot are not valid for special events as may be determined by the City Manager.~~

(D) The City may suspend or modify hourly metered parking requirement to a one-time daily parking fee in any city public parking facility or lot

for city sponsored or other special events as determined by the City Manager or designee.

(E) Collection of Deposited Moneys. The City administration shall provide for the regular collection of the money deposited in the parking meters. All of the money shall be deposited into the Parking Enterprise Fund of the city.

SECTION 4. That Section 76.07, "Time Limited Parking Zones," of Chapter 76, "Parking

Meters," of the City of Pompano Beach Code of Ordinances is amended to read as follows:

§ 76.07 TIME LIMITED PARKING ZONES.

The City Manager or ~~designee~~ Parking Manager are each authorized to determine and designate time limited parking zones, where it is determined that the limitation on the length of time vehicles may be parked shall be necessary to aid in the regulation, control, and inspection of parking vehicles.

(A) *Fifteen minute parking zone.* Parking or standing a vehicle in a designated space shall be lawful for a maximum of 15 minutes. The purpose of the 15 minute zone is to provide highly convenient parking for customers and vendors of retailers, such as dry cleaners, restaurants and others, to park and pick up their goods such as clothing and food products. Meter zone fees shall apply.

(B) *Thirty minute delivery or loading zone.*

(1) Parking or standing a vehicle, including a truck or van, in a designated space shall be lawful for a maximum of 30 minutes. Meter zone fees shall apply.

(2) A time limited delivery zone is established between the hours of 11:00 p.m. to 11:00 a.m. for the following areas: Pompano Beach Boulevard between NE 2nd Street and NE 3rd Street and between Pompano Beach Boulevard and A1A from NE 2nd Street to NE 3rd Street and Seabreeze Way between NE 2nd Street and NE 3rd Street.

(3) This time limited zone applies to delivery vehicles that do not fit within a single standard city parking space due to size and must park within the road or street right-of-way to make deliveries.

(4) Deliveries during the designated authorized time period will be limited to 30 minutes and vehicle operators must turn off the vehicle's engine during deliveries.

...

(H) Hurricane Parking Grace Period. The Pier Garage will be available for parking of passenger car vehicles, ¼ ton pickups, height not to exceed 7'3", and other vehicle types as determined by the City Manager or his designee during a hurricane, major storm or hazardous weather conditions (the event) occurrence as well as under a mandatory evacuation order by under the following terms:

(1) Residents, non-residents and businesses of the city may utilize the garage on a first-come, first-serve basis for parking on floors two through four in a marked parking space for the storage of their vehicle during the period of a hurricane, major storm or hazardous weather condition, including one-day before and one-day following the event or as determined by the City Manager or his designee.

(2) There will be no charge during the time the garage is utilized for parking. However, signs will be posted that declare that parking is at the owner's risk, that access may be limited to the vehicle, ~~post~~ after the event, because of storm debris or flooding for entering or exiting the garage, and that the city is not liable for any damages from theft, vandalism, storms, wind, flying debris or acts of God.

(3) Any vehicle left in the garage after the time frame for free parking may be cited if no payment is made for the parking before or after the hurricane parking grace period. For parking, the vehicle must pay \$15.00 per day including taxes for the period of time before and after the hurricane parking grace period.

(4) The City Manager may evaluate hazardous weather conditions and make decisions to extend the hurricane parking grace period, close the garage, or make other decisions in the interest of the health and welfare of persons affected by the weather conditions as well as in the interest of protecting the property.

(5) The city may tow a vehicle parked in a no-parking designated marked area.

(I) Bulk Parking at the Pier Garage, A1A/Pompano Beach Boulevard Parking Lot, and Oceanside Lot. The Pier Garage, A1A/Pompano Beach Boulevard Parking Lot, Oceanside parking lot, and other locations approved by the City Manager, may be licensed under an approved ~~license~~ parking agreement prepared by the city to a condominium association or residential and commercial building owner in the event the association or building owner is in need of temporary parking for their residents or tenants in order to repair, or construct an addition to, their building, and cannot provide parking on their site during the repair or construction period.

(1) The bulk rate must be paid by one party, either the condominium association, the property management company, the building owner, or the general contractor of the improvement project, or the tenant on a monthly basis, ~~commencing~~ on the beginning first day of the licensing period.

(2) The bulk rate will be \$75.00 per month per parking space ~~licensed plus a one-time deposit of \$20.00 for each parking space licensed for the purpose of issuing an electronic card reader in the Oceanside Lot and the A1A/Pompano Beach Boulevard Parking Lot, and \$100 per month per parking space in the Pier Garage. The use of the Pier Garage will also require a set-up fee of \$25 to issue an electronic access card for entry and exit. The deposit of \$20.00 per card will be returned to the bulk rate user upon the return delivery of each card within thirty days at the end of the licensing period. A duplicate for a lost card will be provided at a cost of \$20.00~~ \$25 the cost of which is nonrefundable. All monthly fees paid in advance are nonrefundable. Parking in the Oceanside Lot and the A1A/Pompano Beach Boulevard Parking Lot will require registration of the vehicles license plate in order for the parking department to determine if a vehicle parked in the aforementioned lots has paid for the privilege of parking without utilizing the hourly payments systems. All bulk rate parking is subject to availability.

(J) Parking Fee Exemptions. Payment of parking for events may be exempted under the following conditions:

(1) The event sponsor must apply for an exemption on an application provided by the city.

...

(5) Exemptions are not permitted for aAny parking facilities funded by municipal debt ~~are not permitted to be exempt, such as the Pier Garage and the Pier Garage surface parking lots.~~

(6) ~~No political or religious function events~~ may be exempted except that on Easter Sunday and Christmas day enforcement will be delayed until 9:00 a.m. to allow facilitate while religious services to take taking place on the Atlantic Ocean Beach in the early hours of the morning. Enforcement may also be delayed until 9:00 a.m. on other holidays by authorization of the City Manager.

(7) The City Manager may direct city's parking enforcement agency to exempt the parking and direct the event to a specific location or parking lot for the exempt parking.

(8) The City Manager or his designee reserves the right to afford additional exemptions on a case by case basis.

...

SECTION 5. That Section 76.08, “Enforcement,” of Chapter 76, “Parking Meters,” of the City of Pompano Beach Code of Ordinances is amended to read as follows:

§ 76.08 ENFORCEMENT.

(A) *Certain acts prohibited and subject to penalty per City Code of Ordinances §10.99, General Penalty.* It shall be unlawful and a violation of the provisions of this chapter, subject to penalty per City Code of Ordinances § 10.99, General Penalty, for any person to:

(1) Deface a parking permit or transfer a parking permit from the vehicle for which it was acquired to another vehicle without approval in advance of the City Manager or designee;

(2) Deface, injure, tamper with, open, break, destroy, or impair the usefulness of any parking meter installed under the provisions of this subchapter; ~~or~~

(3) Deposit or cause to be deposited in any parking meter any slugs, device, or metal substance, or other substitute for lawful coins;

(4) Damage or remove a parking gate;

(5) Remove or deface a No Parking sign;

(6) Damage or remove a public parking pay station; or

(7) Remove or deface a Pay by App sign.

(B) *Certain acts prohibited and subject to penalty per City Code of Ordinances § 70.11, Illegally Parked Vehicles.* It shall be unlawful and a violation of the provisions of this chapter, subject to penalty per City Code of Ordinances § 70.11, Illegally Parked Vehicles, for any person to cause, allow, permit, or suffer any vehicle registered in ~~his~~ their name to:

(1) Be parked in a parking meter zone and failing to pay the meter fee;

...

(15) Be parked in a loading zone that restricts parking for no more than 30 minutes; ~~or~~

(16) Be parked in a valet ramping area or valet storage area that has been licensed to be used for valet parking by the city. Signage must be clearly posted indicating that spaces are reserved for valet parking only;

(17) Be parked in the Pier Garage in an area or space not marked or designated for parking during a declared hurricane watch or warning, or also during declared tropical storm watch or warning. \$250.00 citation for each day illegally parked and vehicle may also be towed and impounded if impeding movement by or access to other vehicles, is disruptive to garage operations, or presents any hazard due to its location; or

(18) Vehicles that have three or more outstanding parking citations or one or more outstanding citations for disabled parking violations shall be subject to immediate immobilization.

SECTION 6. That Exhibits A and B are deleted in their entirety and replaced with the following Exhibits A, A-1 and B:

EXHIBIT A
RESIDENT ANNUAL PARKING PERMIT DECAL LOCATION MAP



Note:
 The addresses listed herein qualify for "resident annual parking permit decal" described in section 76 (b)(4). Other addresses may be added at the discretion of the City Manager or it's designee.

City of Pompano Beach
Beach Area
PARKING

Resident Annual
 Parking Permit
 Decal Location Map



Zone 03

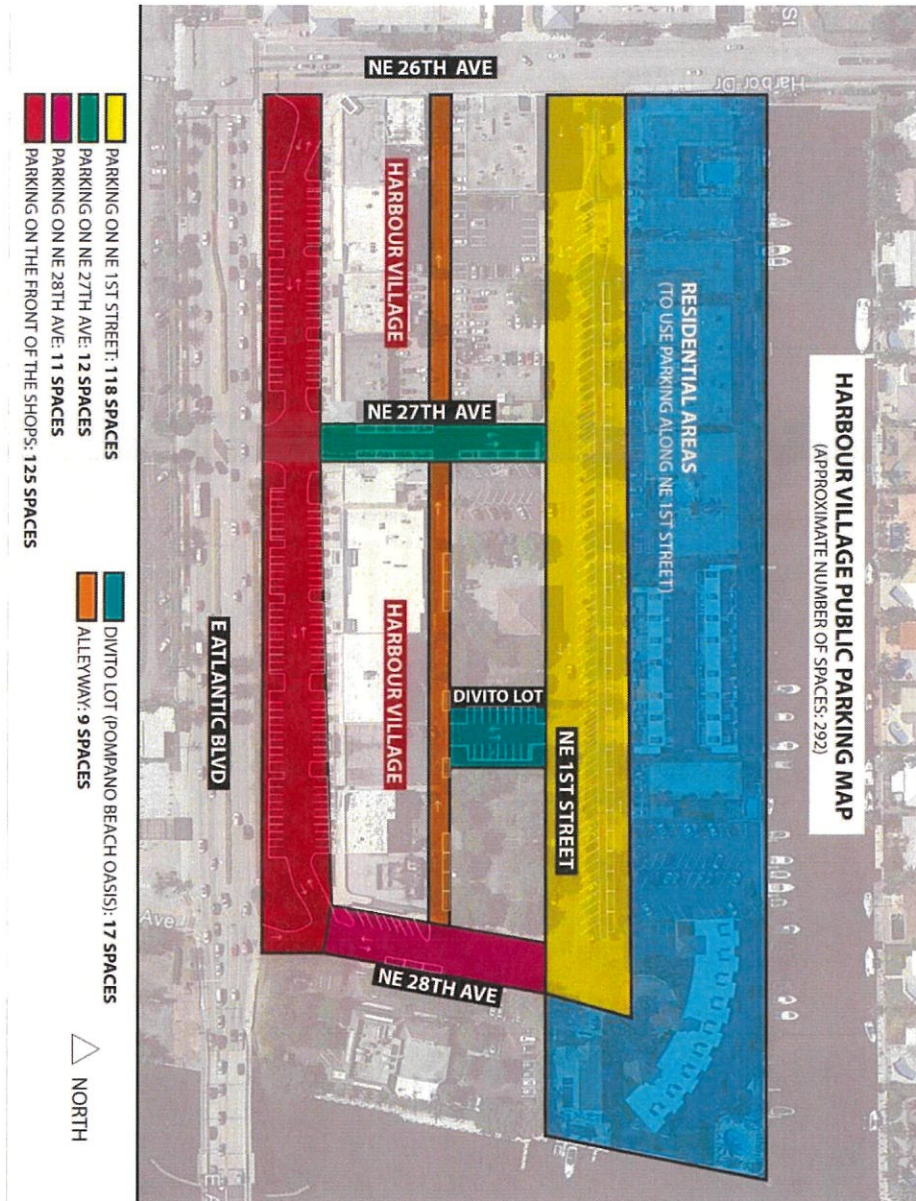
Addresses For Briny Ave:
 300 - 312 Briny Ave (Ebb Tide Resort)
 317 Briny Ave
 516 S. Ocean
 517 Briny Ave
 716 - 720 Briny Ave



Zone 03

Addresses For Barefoot Beach Villas:
 815 - 829 (A1A) S. Ocean Blvd.
 831 - 844 SE 9th St
 843 - 869 Hibiscus St
 803 - 813 SE 8th St

Exhibit A-1 Harbor Village Resident Parking LPR Permit and Hourly Parking Location Map



Residents residing in the area on NE 1st Street, designated by the blue color, may apply for a monthly parking permit (multiple months may be purchased at a time) with proof of residency and registration of their license plate of only one vehicle to be able to park on NE 1st Street only. All other vehicles parking on NE 1st Street, NE 27th and 28th Avenue, the alleyway, the Divito public parking lot, and the Harbor Village public parking lot must pay an hourly fee to park as established by Section 76.06.

EXHIBIT B

PARKING METER ZONE LOCATION MAP



SECTION 7. If any provision of this Ordinance or its application to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 8. This Ordinance shall become effective upon passage.

PASSED FIRST READING this 27th day of April, 2021.

PASSED SECOND READING this 25th day of May, 2021.

DocuSigned by:

Rex Hardin

502CB780EB3F480...

REX HARDIN, MAYOR

ATTEST:

DocuSigned by:

Asceleta Hammond

775D4290316A490...

ASCELETA HAMMOND, CITY CLERK

DocuSigned by:



JES:jrm
4/14/21
L:ord/ch76/2021-153

EXHIBIT D

CITY OF POMPANO BEACH VALET PARKING APPLICATION



100 W. Atlantic Blvd Pompano Beach, FL 33060

Phone: 954.786.4679 Fax: 954.786.4666

VALET OPERATIONS PERMIT AND BUSINESS TAX RECEIPT APPLICATION

Date Submitted: _____

Application: New ____ Amendment ____ Renewal ____

Temporary Non Residential Permit? Y ____ N ____

Temporary Special Event Permit? Y ____ N ____

Areas Used: Private Property ____ Public Property ____ Right of Way ____

Applicant/Business Information

(Please Print)

Name _____ Email: _____

Owner/Principal Officer: _____

Address _____

City _____ State _____ Zip _____

Phone # (M-F, 8am-5pm) _____ Alt. # (during valet operation) _____

Fax # _____ City Business Tax Receipt # _____

Corporate Information

Corporate Name _____

Federal ID or SSN: _____

Type of Ownership: Corporation ____ LLC ____ Partnership ____ Sole Proprietor ____

Note: Application must be signed off by a Owner, Partner, or Corporate Officer.

Business Entity/Person Serviced by Valet Operation if other than Applicant:

(Use separate application for each location)

Name _____ Email: _____

Address _____

City _____ State _____ Zip _____

Contact Person and Number _____

Valet Operation

For the applicable days and hours of the valet operation, list the estimated number of vehicles during the peak time period, the number of valet attendants that will be assigned during that period, number of parking spaces required for the valet ramping and storage areas:

Please indicate the number of parking spaces that are privately owned, public, or leased from other sources.

Day(s) of the Week	Hours of Operation (Ex.8pm-10pm)	Max. No. of Vehicles During Peak Hour	# of Attendants Provided	No. of Parking Spaces for Ramping	No. of Parking Spaces for Storage

Provide the Location/Address of Valet Operation (include the ramping and storage area):

Notes or Additional Information for Consideration:

Additional Information or Documents (Please provide where applicable)

1. Copy of Insurance Certificate (Use of public areas or right of way, will require naming City as additionally insured).
2. Copy of the agreement providing valet services at the particular location as well as any agreement authorizing use of areas for ramping and storage.
3. Valet Operations Plan illustrating the valet stand, ramping and storage areas, and the public streets utilized in traveling from ramping area to storage area (label all streets).

Temporary Permits Only

Date of last temporary permit granted for this location _____

Homeowners/Condo Association contact:

Name _____ Title: _____ Phone _____

Fee

Proposed Valet Service Charge: Minimum \$ _____ Maximum \$ _____

Basis for Compensation: Hourly _____ Flat _____ Other _____

(if other, please explain) _____

Acknowledgement

I, _____, individually or on behalf of the Applicant, am authorized to submit this application and requested information and documents, and that such information and documents are true and correct. I understand and acknowledge that any information or documentation that is determined a misrepresentation, misleading, or false may result in this application being denied.

Date: _____ Signature: _____

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

_____, _____ County, _____.

 Notary Public, State of Florida
 My Commission Expires
☐ Personally know to me, or☐ Produced identification: _____

(Type of Identification Produced)

Check list of items to include with Valet Parking Permit Application:

- ☐ 1. Current liability insurance Certificate in accordance with the provisions of Sec. 77.11
- ☐ 2. Site plan of valet operations area including:
 - a. a sketch or drawing of the valet operations area with dimensions including, but not limited to, fire hydrant and fire connection locations
 - b. the dimension of the inside and outside customer floor areas and seating capacity for the business(s) to be served by the valet operator
 - c. the frontage (linear feet) of the business to be served by the valet operator and the estimated maximum rate of vehicle arrivals and departures within a 15 minute period
 - d. size and location of ramping area and photos of proposed ramping area including dimensions and the location of proposed and marked public parking spaces
 - e. drawing of traffic device placement in ramping area
 - f. location of existing and proposed off-street vehicle storage area(s)
 - g. a valet operations route map showing the roads being used from ramping area to storage area and back to the ramping area.
- ☐ 3. Letter from Person, Business, or Event to be serviced by valet operator evidencing authority to conduct valet operations at the location(s).
- ☐ 4. **A non-refundable application fee of \$250.00 for the initial permit or \$150.00 for permit renewals for the same location. Temporary valet operations permits require a \$25.00 non-refundable application fee.**
- ☐ 5. **Zoning and Business Tax Receipt fees for valet services are initially \$30.00 and then \$127.63 annually, unless modified by the City Commission. For BTR applications submitted after April 1st, the BTR fee will be reduced by half until 9/30.**

If the application has insufficient space for you to complete any item, you may attach additional sheets that are labeled with the applicant's name and applicable section of the application.

Note: The Valet Operations Permit and Business Tax Receipt application must include all required attachments before acceptance.

Note: If the applicant is leasing public parking spaces for storage or ramping, there will be a separate agreement and fee for the use of public spaces.



VALET OPERATION APPLICATION EVALUATION

FOR STAFF USE ONLY (DO NOT WRITE BELOW THIS LINE)

Parking Administrator	Approved: _____	Denied: _____
Printed name: _____		Date: _____
Zoning Dept.	Approved: _____	Denied: _____
Printed name: _____		Date: _____
Engineering Dept.	Approved: _____	Denied: _____
Printed name: _____		Date: _____
Building Dept.	Approved: _____	Denied: _____
Printed name: _____		Date: _____
Police Dept.	Approved: _____	Denied: _____
Printed name: _____		Date: _____
Risk Management:	Approved: _____	Denied: _____
Printed name: _____		Date: _____
Fire Dept.	Approved: _____	Denied: _____
Printed name: _____		Date: _____
BTR Dept.	Approved: _____	Denied: _____
Printed name: _____		Date: _____
Other Dept.	Approved: _____	Denied: _____
Printed name: _____		Date: _____
Final Approval Date:	Expires:	
Total Ramping Fee: \$	Permit #	
Total Storage Fee: \$	Permit #	

Note: This review by "Zoning" is the required "Zoning Use Certificate."

Reason(s) for Denial:

EXHIBIT E

INSURANCE REQUIREMENTS

LICENSEE shall not commence services under the terms of this Agreement until certification or proof of insurance detailing terms and provisions has been received and approved in writing by the CITY's Risk Manager. If you are responding to a bid and have questions regarding the insurance requirements hereunder, please contact the City's Purchasing Department at (954) 786-4098. If the contract has already been awarded, please direct any queries and proof of the requisite insurance coverage to City staff responsible for oversight of the subject project/contract.

LICENSEE is responsible to deliver to the CITY for timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the CITY as an additional insured on all such coverage.

Throughout the term of this Agreement, CITY, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this Agreement, including limits, coverages or endorsements. CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as CITY's review or acceptance of insurance maintained by LICENSEE, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by LICENSEE under this Agreement.

Throughout the term of this Agreement, LICENSEE and all subcontractors or other agents hereunder, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements.

A. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440. LICENSEE further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

B. Liability Insurance.

(1) Naming the City of Pompano Beach as an additional insured as CITY's interests may appear, on General Liability Insurance only, relative to claims which arise from LICENSEE's negligent acts or omissions in connection with LICENSEE's performance under this Agreement.

(2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

Type of Insurance**Limits of Liability****GENERAL LIABILITY:**

Minimum 1,000,000 Per Occurrence and
\$2,000,000 Per Aggregate

* Policy to be written on a claims incurred basis

XX	comprehensive form	bodily injury and property damage
XX	premises - operations	bodily injury and property damage
—	explosion & collapse hazard	
—	underground hazard	
XX	products/completed operations hazard	bodily injury and property damage combined
XX	contractual insurance	bodily injury and property damage combined
XX	broad form property damage	bodily injury and property damage combined
XX	independent CONTRACTORS	personal injury
XX	personal injury	

—	sexual abuse/molestation	Minimum \$1,000,000 Per Occurrence and Aggregate
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—	liquor legal liability	Minimum \$1,000,000 Per Occurrence and Aggregate
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AUTOMOBILE LIABILITY:

Minimum \$1,000,000 Per Occurrence and Aggregate.
Bodily injury (each person) bodily injury (each accident),
property damage, bodily injury and property damage
combined.

XX	comprehensive form
XX	owned
XX	hired
XX	non-owned

REAL & PERSONAL PROPERTY

—	comprehensive form	Agent must show proof they have this coverage.
---	--------------------	--

EXCESS LIABILITY

		Per Occurrence	Aggregate
--	--	----------------	-----------

—	other than umbrella	bodily injury and property damage combined	\$2,000,000	\$2,000,000
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PROFESSIONAL LIABILITY

		Per Occurrence	Aggregate
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—	* Policy to be written on a claims made basis	\$5,000,000	\$5,000,000
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(3) If Professional Liability insurance is required, LICENSEE agrees the indemnification and hold harmless provisions set forth in the Agreement shall survive the

termination or expiration of the Agreement for a period of three (3) years unless terminated sooner by the applicable statute of limitations.

C. Employer's Liability. If required by law, LICENSEE and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.

D. Policies: Whenever, under the provisions of this Agreement, insurance is required of the LICENSEE, the LICENSEE shall promptly provide the following:

- (1) Certificates of Insurance evidencing the required coverage;
- (2) Names and addresses of companies providing coverage;
- (3) Effective and expiration dates of policies; and
- (4) A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

E. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the CITY.

F. Waiver of Subrogation. LICENSEE hereby waives any and all right of subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then LICENSEE shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should LICENSEE enter into such an agreement on a pre-loss basis.