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**RESOLUTION NO. R-2021-093**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE THE FOURTH AMENDMENT TO THE PAYMENT IN LIEU OF PARKING AGREEMENT WITH GREENWHEEL LLC; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City Commission deems it to be in the best interests of the City to approve and authorize the proper city officials to execute the Fourth Amendment to the Payment in Lieu of Parking Agreement with Greenwheel, LLC.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OAKLAND PARK, FLORIDA THAT:**

**SECTION 1.** The foregoing "WHEREAS" clause is true and correct and hereby ratified and confirmed by the City Commission. All exhibits attached hereto are hereby incorporated herein.

**SECTION 2.** In accepting the recommendation of City staff, the City Commission of the City of Oakland Park, Florida, hereby approves and authorizes the proper city officials to execute the Fourth Amendment to the Payment in Lieu of Parking Agreement with Greenwheel, LLC. A copy of the Fourth Amendment is attached hereto as Exhibit "A".

**SECTION 3.** All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

**SECTION 4.** If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered eliminated and will in no way affect the validity of the other provisions of this Resolution.

**SECTION 5.** This Resolution shall become effective immediately upon its passage and adoption.



**FOURTH AMENDMENT TO IN-LIEU OF PARKING FEE PAYMENT AGREEMENT**

**WHEREAS, the City of Oakland Park**, a Florida municipal corporation (the “City”) and **Greenwheel LLC**, a Florida limited liability company (the “Greenwheel”) entered into an Payment In-Lieu of Parking Fee agreement (the “Agreement”) dated May 17, 2017; and

**WHEREAS**, the City and Greenwheel entered into a First Amendment to the Payment in Lieu of Parking Fee agreement approved via Resolution 2018-99; and

**WHEREAS**, the City and Greenwheel entered into a Second Amendment to the Payment in Lieu of Parking Fee agreement granting deferment of the first payment to July 18, 2020; and

**WHEREAS**, the City and Greenwheel entered into a Third Amendment to the Payment in Lieu of Parking Fee agreement granting deferment of the first payment to July 18, 2021; and

**WHEREAS**, Greenwheel has requested a deferment of the first payment to July 18, 2022 due to the COVID-19 global pandemic; and

**WHEREAS**, the City and Greenwheel desire to enter into a Fourth Amendment to the Payment In-Lieu of Parking Fee agreement.

**NOW THEREFORE**, in consideration of the mutual covenants, the City and Greenwheel do agree to enter into this Fourth Amendment to provide that:

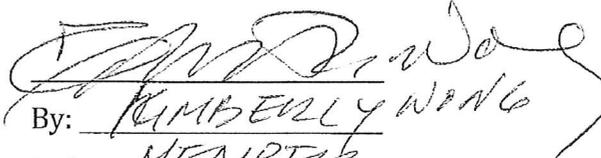
1. The aforementioned Whereas clauses are hereby ratified and confirmed.
2. Greenwheel agrees and acknowledges that it shall pay to the City fee of One Hundred Forty Thousand Dollars (\$140,0000) (“Downtown Mobility Fee”) as consideration of the deficiency of twenty (20) parking spaces.
3. Annual payments of \$20,000 will begin on July 18, 2022 to be paid over the remaining 7 years, attached as Exhibit A, with a total amount due and payable of \$140,000.
4. In the event of any inconsistencies between this Agreement, the First Amendment, Second Amendment, Third Amendment, and the Original Agreement, the provisions contained in this Fourth Amendment shall prevail. In all other respects, the terms and provisions of the Agreement are ratified and confirmed.

*R.2021.093*

**CITY:**  
**CITY OF OAKLAND PARK, FLORIDA**

  
\_\_\_\_\_  
By: David Hebert  
Title: City Manager  
Date: 7/23/21

**Property Owner:**  
**GREENWHEEL, LLC**

  
\_\_\_\_\_  
By: KIMBERLY WANG  
Title: MEMBER  
Date: 7/18/2021

**EXHIBIT A**  
(Payment Schedule)

<b>Year</b>	<b>Amount Due</b>	<b>Due Date</b>
Year 1	\$20,000	July 18, 2022
Year 2	\$20,000	July 18, 2023
Year 3	\$20,000	July 18, 2024
Year 4	\$20,000	July 18, 2025
Year 5	\$20,000	July 18, 2026
Year 6	\$20,000	July 18, 2027
Year 7	\$20,000	July 18, 2028
<b>Total Due</b>	<b>\$140,000</b>	