



## MEMORANDUM

To: Honorable Scott Newton, Mayor, City of Wilton Manors  
and Members, City of Wilton Manors Commission

From: Carol J. Breece, Inspector General *Carol J. Breece*

Date: July 18, 2024

Subject: *OIG Final Report Re: City of Wilton Manors Employees' Gross Mismanagement of a Parking Management Services Contract, Ref. OIG 20-002-M*

Attached please find the final report of the Broward Office of the Inspector General ("OIG") regarding the above-captioned matter. Our investigation determined that City of Wilton Manors employees grossly mismanaged the City's contract with Lanier Parking Meter Services, LLC., the City's parking management services provider. Both the City's former finance directors, Robert Mays and then Pennie Zuercher, failed to ensure the accuracy of the \$2,942,099.83 in revenue Lanier reported as having collected on behalf of the City on its invoices from April 1, 2019, through June 30, 2022. Such an exercise was not only a best practice, but necessary given the fact that Lanier's deposits into the City's parking bank account, during the same timeframe, totaled \$3,056,220.00.

Mr. Mays's and Ms. Zuercher's failure to sufficiently scrutinize Lanier's invoices also resulted in their approval of questionable expenditures totaling at least \$108,093.11, specifically, \$77,589.36 in reimbursements to Lanier for employee wages that did not have adequate documentation and another \$30,503.75 for expenses the contract did not authorize.

The City and Lanier resolved two concerns that the OIG noted while its investigation was ongoing. First, the OIG identified that Lanier remained in possession of a \$31,174.27 operating advance that was due back to the City. On March 25, 2024, Lanier sent the City a credit memo reflecting that Lanier applied a \$31,174.27 credit to the City's outstanding October 2023 invoice. Furthermore, on March 4, 2024, Lanier transferred to the City a vehicle that it was supposed to have given the City in April 2022, according to the contract.

The report concluded with several recommendations to the City to address the findings of the OIG's investigation. The OIG recognizes and appreciates that the City's planned hiring of a Senior Accountant in the Finance Department will enable it to better respond to our findings and recommendations.

cc: Hon. Lamar P. Fisher, Commissioner, Broward County  
Hon. Robert McKinzie, Commissioner, Broward County  
Mr. Kerry L. Ezrol, City Attorney  
Ms. Leigh Ann Henderson, City Manager

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# BROWARD OFFICE OF THE INSPECTOR GENERAL



## FINAL REPORT

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OIG 20-002-M  
July 18, 2024

*City of Wilton Manors Employees' Gross Mismanagement Of  
A Parking Management Services Contract*



## **FINAL REPORT RE: CITY OF WILTON MANORS EMPLOYEES’ GROSS MISMANAGEMENT OF A PARKING MANAGEMENT SERVICES CONTRACT**

### **SUMMARY**

The Broward Office of the Inspector General (“OIG”) has concluded its investigation into the City of Wilton Manors’s (“City’s”) procurement for and management of a contract with Lanier Parking Meter Services (LLC) (“Lanier”). Although our investigation did not determine that either the City or Lanier engaged in misconduct, we did find that City employees grossly mismanaged the City’s Agreement for Parking Management Services with Lanier (“Contract”).

Our investigation showed that the City’s former Finance Director, Robert Mays, and the former Finance Director who succeeded him, Pennie Zuercher, failed to sufficiently scrutinize Lanier’s invoices from April 1, 2019, through June 30, 2022, the period of our review. Neither finance director ensured that Lanier’s reports of revenue it collected on behalf of the City, which totaled \$2,942,099.83, were accurate when compared to Lanier’s deposits into the City’s parking bank account, which totaled \$3,056,220.00.

In addition, we calculated that the City paid at least \$108,093.11 in questionable expenditures when the two former finance directors approved reimbursements to Lanier of \$77,589.36 for inadequately documented employee wages and another \$30,503.75 for unauthorized expenses.

We noted that, during our investigation, City staff began to address the issues we were raising by attempting to reconcile Lanier’s reports of City revenue that Lanier collected with the City’s parking bank account. But the attempt emphasized City staff’s failure to appreciate the purpose of ensuring that Lanier was reporting accurate figures, as the City reconciled only a fraction of Lanier’s reported revenue to the City’s parking account.

We also noted that, after we identified that Lanier remained in possession of a \$31,174.27 operating advance that was due back to the City, on March 25, 2024, Lanier sent the City a credit memo reflecting that Lanier applied a \$31,174.27 credit to the City’s outstanding October 2023 invoice. Furthermore, on March 4, 2024, Lanier transferred to the City a vehicle that it was supposed to have given the City in April 2022, according to the Contract.

### **OIG CHARTER AUTHORITY**

Section 10.01 of the Charter of Broward County empowers the OIG to investigate misconduct and gross mismanagement by any official or employee of either the Charter Government of the County or a municipality within the County. It also empowers the OIG to investigate misconduct and gross mismanagement by those that provide goods and services to the County or any of its municipalities under contract for compensation. On her own initiative or based on a signed, verified complaint, the



Inspector General may find good cause and commence an investigation. As part of any investigation, the Inspector General is empowered to subpoena witnesses; administer oaths; require the production of documents and records; audit any program, contract, or operation of the County or any municipality; and audit the operations or performance of any provider relating to its contract for compensation with the County or any municipality.

The OIG is also empowered to issue reports, including recommendations; to require officials to provide reports regarding the implementation of those recommendations; and to notify the appropriate civil, criminal, or administrative agencies charged with enforcement. If there is no appropriate agency for enforcement, the Inspector General may bring a quasi-judicial enforcement proceeding before an administrative hearing officer.

### **INDIVIDUALS COVERED IN THIS REPORT**

#### ***Robert Mays, Former Finance Director, City of Wilton Manors***

Mr. Mays joined the City in February 2008 as the assistant finance director. In December 2011, he was promoted to finance director, a position he held until his retirement in September 2019.<sup>1</sup> In his role as finance director, Mr. Mays reported directly to the City Manager and was responsible for drafting service proposals, maintaining bid records, and approving all Finance Department ("Finance") purchases. Additionally, from 2010 until his retirement, he served as the contract manager for the April 2019 Contract.

#### ***Pennie Zuercher, Former Finance Director, City of Wilton Manors***

The City hired Ms. Zuercher in October 2019 as its new finance director after Robert Mays retired. As finance director, Ms. Zuercher reported to the City Manager and took over as the contract manager for the April 2019 Contract until she retired in December of 2023.

### **RELEVANT GOVERNING AUTHORITIES**

#### ***Agreement for Parking Management Services Between the City of Wilton Manors and Lanier Parking Meter Services, LLC***

##### **Article 2 – Overview of Services . . .**

[T]he Company shall provide to the City all parking management services specified in this Agreement and in the Scope of Services . . . attached hereto as Exhibit 1, and also as set forth in Section 2 of the RFP both of which are incorporated herein by this reference (the "Services").

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<sup>1</sup> While Mr. Mays indicated to the OIG that he retired from the City on October 1, 2019, City records showed Mr. Mays separated from the City on September 26, 2019.



## Article 6 – Compensation and Payments.

### 6.1 Compensation.

**6.1.1 Reimbursement for Expenses.** The City will reimburse all of the Company's reasonable budgeted expenses . . . and the costs incurred in providing the Services, including reimbursement for all equipment, material and supplies furnished by the Company in accordance with the approved Budget, a copy of the approved Budget for the remainder of Fiscal Year 2019 is attached hereto as Exhibit 4 (the "Operating Expenses"), and further in accordance with future budgets duly approved by the City. All reimbursable expenses and all non line-item budgeted expenses at any time during the term of this agreement, including but not limited to all Company staff salary increases, must be approved in writing in advance by the City's Coordinator. . . .

**6.1.2 Management Fee.** The Company will receive a management fee in exchange for the Services provided hereunder in the amount of 4.75% of Citation/Fine/Fee Revenue and 3.25% of all other categories of Revenue, as that term is hereinafter defined, from the Project, (the "Management Fee"). The Management Fee shall be calculated and payable monthly based on Gross Revenue from the immediately preceding month. . . .

**6.2 Cash Management.** The Company shall deposit the Gross Revenue daily into a bank account designated by the City. The Company is in possession of the City's deposit in the amount of \$31,174.27 ("Operating Advance"). The Company shall pay all Operating Expenses for the first months operating under the Term out of the Operating Advance. On or before the 20th day of each month, the Company will give the City a statement for the preceding calendar month setting out the Gross Revenue, Management Fee, and Operating Expenses for such month (the "Statement"), together with an invoice for the amount of the monthly Operating Expenses and Management Fee. The City shall pay to the Company the amount of the invoice within fifteen days following its receipt. In the event the City fails to reimburse the Company within the fifteen (15) day period, and the City does not remedy such failure within five (5) days of receipt of written notice from the Company, then in addition to all other remedies available at law, the Company shall have the right to terminate this Agreement with immediate effect. Upon termination of this Agreement, if the City is not then in default, the Company shall return to the City the remaining balance of the Operating Advance.

**6.3 Budget.** Budgeted expenses shall be based on an approved line item budget to be derived based on the Scope of Services to be provided hereunder and the number of parking meters owned or designated by the City for Services. After the Initial Budget, an annual budget shall be submitted by April 1st for the fiscal year beginning October 1st of each year and will be subject to formal approval by the City Commission of the City during its normal annual budget approval process. The annual budget of the City is approved during September for the fiscal year beginning October 1st ("Approved Budget").

If the parties are unable to agree to an Approved Budget for any upcoming year and under the time frames discussed above, then the prior year's Approved Budget shall prevail until the parties agree to the upcoming year's Approved Budget.



The Approved Budget shall be in a form consistent with the City budget. Expenses paid by the Company shall be reimbursed only if part of the Approved Budget or if approved in advance in writing by the City. Any expenses incurred in excess of the Approved Budget, and which has not been approved in writing by the City in advance for such year, shall be at the sole cost of Company. . . .

**6.5 Accounting and Auditing.** The company shall maintain complete and accurate records, using Generally Accepted Accounting Practices (GAAP), of all costs and revenue collections related to this Agreement and the Services provided herein. Such records shall be open to inspection and subject to audit and/or reproduction, . . . by the City’s agent or authorized representative to the extent necessary to adequately permit evaluation and verification of any collections, invoices, payments, or claims submitted by the Company or any of its payees in connection with this Agreement. . . .

***Exhibit 1 – Scope of Services to be Provided by Company***

**2.3 NATURE OF SERVICES REQUIRED**

The Company shall provide overall management of all on- and off-street parking assets, including parking enforcement, meter maintenance, and revenue collections. In providing Services, the Company will be responsible for and focus on the following areas and goals: . . .

- c. Provide financial reporting related to the Services . . .

**2.3.3. Collection of Monies and Accounting (Daily Operations)**

a. Collect and account for all revenues from the meters installed. All monies collected from parking meters will be deposited daily, in accordance with approved guidelines established by the City, into the City’s authorized account . . .

d. Should any monies collected by the Company be lost, stolen, unaccounted for or otherwise removed without the authorization of the City from the custody and control of the Company prior to their deposit in the City’s approved bank account, the Company shall deposit in said amount a like sum of money within ninety-six (96) hours of such loss, theft or removal. Should said loss, theft or removal be insured or otherwise secured by the Company, any payments made to the City on account thereof shall, if appropriate, be reimbursed to the Company. The Company will be liable for all mismanagement of funds . . .

**INVESTIGATION**

***Investigation Overview***

This investigation originated after observations we made regarding the City’s procurement for parking management services suggested misconduct. Although our investigation did not determine that the City engaged in misconduct during the procurement process, it did determine that City staff grossly



mismanaged the Contract with Lanier. This gross mismanagement resulted in questionable expenditures of at least \$108,093.11.

The OIG's investigation involved the review of substantial documentation including, but not limited to, invoices, solicitation documentation, contracts, monthly parking income statements, and bank statements. The investigation also included a review of open-source records. Additionally, the OIG conducted interviews with various witnesses, including current and former City and Lanier employees.

### ***Request for Proposals ("RFP") for Parking Management Services***

In 2018, according to RFP 2018-09 Parking Management Services, the City maintained approximately 479 metered public parking spaces in the City's Arts & Entertainment District along Wilton Drive and adjacent side streets. The City also had four City-owned parking lots with approximately 309 spaces and approximately 170 on-street single parking spaces.

On September 26, 2018, the City advertised RFP 2018-09 Parking Management Services, soliciting for a vendor to manage all on- and off-street parking assets, including parking enforcement, meter maintenance, and revenue collections. (Exhibit 1) The City issued this solicitation as its existing contract with Lanier was set to expire on March 31, 2019. Lanier is a Georgia-based parking management company that began conducting business as Lanier Parking Meter Services, LLC in Florida on December 27, 2010.<sup>2</sup>

During the RFP's question-and-answer phase, potential vendors posed several questions. The City responded to these questions through an addendum to the solicitation titled, "Addendum No. 1." (Exhibit 2) Several of the questions submitted were about Lanier's existing 2010 contract. The City responded to such questions in the following fashion:

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<sup>2</sup> The 2019 Parking Management Services contract was between the City and Lanier Parking Meter Services, LLC. In its November 6, 2018, proposal in response to RFP No. 2018-09, Lanier Parking Meter Services, LLC., doing business as Lanier Parking Solutions, stated it was a "wholly-owned subsidiary of Citizens Parking . . ." It further stated, "The Lanier team read and digested the contents of the RFP and Addenda, studied the Scope of Services, and we are the current incumbent on behalf of the City; since 2010 in fact. . ." The 2010 Parking Management Services contract was between the City and Lanier Parking Systems of Florida, Inc.



2. Q: Please provide current staffing information with positions, salary/hourly rates of pay for each, and a standard schedule by position for a normal week of operations.

**A: Staffing levels, job descriptions, schedules, and pay rates are controlled by the contractor, not by the City.**

13. Q: Please provide a current meter collections schedule that would be for a normal week of operations.

**A: The meter collections schedule is controlled by the contractor, not by the City.**

21. Q: Will current officers have to be hired by the successful proposer? How many? What is their salary?

**A: There is no requirement to hire the current staff. Staffing levels, job descriptions, schedules, and pay rates are controlled by the contractor, not by the City.**

29. Q: Could you list the number of Employees and Job Descriptions for the cities enforcement program?

**A: Staffing levels, job descriptions, schedules, and pay rates are controlled by the contractor, not by the City.**

#### **OIG Figure 1: Four excerpts from Addendum No. 1 to RFP 2018-09 (Exhibit 2)**

The City ultimately received four vendor proposals in response to the solicitation, one of which was from the incumbent vendor, Lanier. According to the City's Purchasing Coordinator, who was also the chair of the evaluation committee, all four vendor proposals were deemed responsive and responsible.

The evaluation committee met for the first time on November 27, 2018. At that meeting, the committee passed a motion to eliminate the two highest-priced proposers from consideration. On December 18, 2018, after hearing presentations from the remaining two vendors, Lanier and another vendor, the committee ranked their proposals and passed a motion to move forward with the highest ranked proposer, Lanier.

On March 26, 2019, the City and Lanier signed a new three-year contract, effective April 1, 2019, with two, two-year renewal options. On March 24, 2022, the City opted to exercise its first renewal effective April 1, 2022. Then on December 21, 2023, it opted to exercise its second renewal effective April 1, 2024. The Contract is due to expire on March 31, 2026.

#### ***The City's March 26, 2019, Contract with Lanier***

In the Contract, Lanier committed to provide overall management of the City's on- and off-street parking. Lanier's duties in providing this management included collecting and accounting for all revenues from the meters installed, ensuring proper accountability and internal control of all monies collected as directed by a procedures manual approved by the City, and providing periodic or special financial and operational reports as requested by the City. (Exhibit 3)





The City committed to reimburse Lanier for all of its “reasonable budgeted expenses,” including “the costs incurred in providing the Services,” as forecasted in Lanier’s budget that it was required to provide the City each April preceding the start of the following fiscal year. Lanier’s proposed budget was subject to the City Commission’s formal approval. Lanier’s monthly budget for the remainder of Fiscal Year (FY) 2019, that is, from the beginning of the Contract, April 1, 2019, through the end of FY 2019, September 31, 2019, was an exhibit to the Contract. (Exhibit 3, p.31) It reflected the following expenses:

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<b>City of Wilton Manors Monthly Expenses and Average Cost</b>	
<b><u>Payroll &amp; Payroll Expenses</u></b>	
Management	\$ 3,750.00
Maintenance	\$ 1,935.39
Enforcement	\$ 5,258.97
Paid Time Off	\$ 302.16
PPACA	\$ 125.00
Payroll Processing	\$ 66.29
Recruiting	\$ 88.20
Payroll Taxes, Benefits, Work Comp.	\$ 3,729.35
<b>Subtotal Payroll</b>	<b>\$ 15,255.35</b>
<b><u>Operating Expenses</u></b>	
Rent or Lease	\$ 2,120.56
Uniforms	\$ 71.88
Operating Supplies	\$ 85.00
Office Supplies	\$ 250.00
Equipment Rental	\$ 520.00
Tickets Parking/Violations	\$ 100.00
Signage Expense	\$ 25.00
Printing	\$ 50.00
Tenant Services	\$ 3,500.00
Security Services	\$ 34.00
Business License	\$ 16.67
R&M Building/Surface Lots	\$ 50.00
Service Contracts/Warranties	\$ 15.00
Utilities	\$ 75.00
Internet Service	\$ 76.00
Telephone	\$ 110.00
Cellular Phone	\$ 133.00
Transitional Expense	\$ 31.25
Postage	\$ 245.00
Education	\$ 25.00
Dues & Subscriptions	\$ 15.00
Accounting Fee	\$ 495.00
Accounts Receivable Fee	\$ 89.00
Banking Fee	\$ 92.46
<b>Subtotal Operating Expense</b>	<b>\$ 8,224.81</b>
<b><u>Insurance</u></b>	
General Liability	\$ 1,117.67
Crime Insurance	\$ 59.00
<b>Subtotal Insurance</b>	<b>\$ 1,176.67</b>
<b><u>Business Services</u></b>	
Incentive Management Fee	\$ 3,221.21
<b>Subtotal Business Services</b>	<b>\$ 3,221.21</b>
<b>Total Expenses</b>	<b>\$ 27,878.04</b>

**OIG Figure 2: Excerpt from Exhibit 4 of the 2019 Contract reflecting Lanier’s line-item budget of “Monthly Expenses and Average Cost” (Exhibit 3)**

The City also committed to pay Lanier a management fee in the amount of 4.75% of the revenue collected for citations, fines, and fees, and 3.25% of all other categories of revenue. Finally, the Contract indicated that Lanier was in receipt of the City's operating advance totaling \$31,174.27 and that Lanier



was to pay itself for its operating expenses for the first months of the Contract from that operating advance.

As previously noted, the City's former Finance Director Mays managed the Contract from April 1, 2019, until his retirement on September 26, 2019. His successor, former Finance Director Zuercher, managed the Contract from October 2019 until her retirement in December 2023.

### ***How Lanier Accounted for the City's Parking Revenue***

Lanier's Former Project Manager and its Regional Vice President described to us how Lanier accounted for the City's parking revenue. They explained the various methods patrons used to pay for City parking, starting with ParkMobile, a cellular phone application that allowed patrons to pay for parking directly from their cellular phone. Larger city lots utilized IPS pay stations in addition to ParkMobile. According to Lanier's Former Project Manager, these IPS pay stations accepted cash and credit cards. The IPS system processed the credit card payments it received. Smaller city lots also utilized parking meters that accepted both cash and credit cards. Lanier was responsible for collecting the cash parking revenue and depositing it into the City's parking bank account. IPS and ParkMobile were responsible for processing, collecting and depositing credit card revenue into the City's parking bank account.

Citation revenue was another source of City revenue. The City used third-party service providers Clancy and Municipal Citation Solutions (MCS) to collect and report citation revenue. Lanier used the figures from these companies' reports in its reports to the City. People paid their citations with cash, check, and credit card. Lanier accepted cash and check payments in its office. The VATS<sup>3</sup> website accepted credit card payments.

Lanier performed the financial reporting of both the cash and the credit card revenue for the City. Every day, Lanier's Project Manager gathered the credit card information from the previous day within the respective systems and input this information into its DARMA system, the system that Lanier used to record daily revenue collections (both cash and credit card).

### ***City of Wilton Manors Employees Grossly Mismanaged the City's Parking Management Services Contract***

#### **1. The City Did Not Verify Lanier's Reported Revenues of \$2,942,099.83 for Over Three Years**

According to income statements that Lanier provided to the City in conjunction with its invoices, between April 1, 2019, and June 30, 2022, the City collected a total of \$2,942,099.83 in parking revenue in the form of credit card transactions, cash, and checks. The City, in turn, paid Lanier management fees in the form of certain percentages of the reported revenues for the month as described above.

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<sup>3</sup> VATS is a violation and ticketing system solution designed for parking enforcement, payment tracking, and citation process management. Retrieved from <https://municipalcitationsolutions.com/vats/> on May 16, 2024.



However, the City’s parking account bank statements for the same time period reflected that it received a total of \$3,056,220.00 in deposits.<sup>4</sup> There appeared to be a difference of \$114,120.17 between the parking revenue Lanier reported and the deposits in the City’s parking bank account. Our investigation determined that the City was unaware of this variance because it did not reconcile Lanier’s income statements with the City’s bank account statements.

The OIG’s comparison between Lanier’s income statements and the City’s bank statements reflected that, between April 1, 2019, and June 30, 2022, Lanier’s reported monthly revenue did not match the total deposits into the City’s parking bank account for the respective month during that period. As seen in OIG Table 1 below, the differences ranged from Lanier underreporting the City’s purported revenue for November 2021 by \$31,516.57 to Lanier overreporting the City’s purported revenue for February 2022 by \$38,206.40.

**OIG Table 1  
 Comparison Between Lanier’s Reported Revenue  
 and the City’s Monthly Parking Bank Account Deposits  
 April 2019 – June 2022**

YEAR	MONTH	INCOME STATEMENT	BANK STATEMENT	DIFFERENCE
2019	Apr	\$68,290.73	\$82,030.91	(\$13,740.18)
2019	May	\$68,373.23	\$73,639.03	(\$5,265.80)
2019	Jun	\$79,352.75	\$74,437.40	\$4,915.35
2019	Jul	\$78,574.25	\$91,466.44	(\$12,892.19)
2019	Aug	\$76,491.82	\$78,240.97	(\$1,749.15)
2019	Sep	\$72,475.42	\$80,112.68	(\$7,637.26)
2019	Oct	\$105,840.69	\$98,622.47	\$7,218.22
2019	Nov	\$98,114.11	\$109,578.21	(\$11,464.10)
2019	Dec	\$97,190.96	\$101,771.36	(\$4,580.40)
2020	Jan	\$101,656.09	\$111,266.35	(\$9,610.26)
2020	Feb	\$103,094.76	\$104,041.98	(\$947.22)
2020	Mar	\$51,046.08	\$68,986.87	(\$17,940.79)
2020	Apr	\$2,174.20	\$6,290.17	(\$4,115.97)
2020	May	\$1,827.90	\$1,869.50	(\$41.60)
2020	Jun	\$2,080.70	\$1,891.74	\$188.96
2020	Jul	\$1,972.75	\$2,761.01	(\$788.26)
2020	Aug	\$2,153.20	\$2,068.22	\$84.98
2020	Sep	\$3,721.70	\$4,176.51	(\$454.81)
2020	Oct	\$2,530.80	\$4,048.25	(\$1,517.45)
2020	Nov	\$5,686.46	\$6,361.17	(\$674.71)
2020	Dec	\$32,710.82	\$30,431.10	\$2,279.72

<sup>4</sup> We noted that the City withdrew the available funds in the parking bank account at the end of every month. As such, every month, the bank account started with a balance of \$0 and ended with a balance of \$0.



YEAR	MONTH	INCOME STATEMENT	BANK STATEMENT	DIFFERENCE
2021	Jan	\$42,773.47	\$41,419.33	\$1,354.14
2021	Feb	\$81,829.48	\$75,915.01	\$5,914.47
2021	Mar	\$101,304.09	\$115,040.70	(\$13,736.61)
2021	Apr	\$111,813.53	\$115,748.38	(\$3,934.85)
2021	May	\$122,926.59	\$112,728.95	\$10,197.64
2021	Jun	\$119,608.85	\$142,014.91	(\$22,406.06)
2021	Jul	\$111,209.95	\$111,332.63	(\$122.68)
2021	Aug	\$95,329.72	\$107,442.41	(\$12,112.69)
2021	Sep	\$97,639.52	\$102,065.96	(\$4,426.44)
2021	Oct	\$123,198.52	\$104,368.18	\$18,830.34
2021	Nov	\$103,510.25	\$135,026.82	(\$31,516.57)
2021	Dec	\$104,013.22	\$106,624.53	(\$2,611.31)
2022	Jan	\$108,813.51	\$118,081.71	(\$9,268.20)
2022	Feb	\$117,332.89	\$79,126.49	\$38,206.40
2022	Mar	\$122,077.96	\$123,452.79	(\$1,374.83)
2022	Apr	\$114,399.18	\$108,107.12	\$6,292.06
2022	May	\$109,931.22	\$119,935.07	(\$10,003.85)
2022	Jun	\$99,028.46	\$103,696.67	(\$4,668.21)
<b>Total</b>		<b>\$2,942,099.83</b>	<b>\$3,056,220.00</b>	<b>(\$114,120.17)</b>

Our investigation determined that the City was unaware of any disparities because no one was reconciling Lanier's reports to the City's parking bank account. Mr. Mays acknowledged that he did not reconcile the parking bank account during his tenure, which was something he said he regretted. He recounted having attempted to do so early in the contract but struggled with the tedious nature of tracing numerous small daily deposit transactions. As such, he decided that the effort was not worthwhile given the fact that the parking bank account's sole purpose was parking collections.

Ms. Zuercher, who became the contract manager for Lanier's contract after Mr. Mays's retirement in September 2019, told us that the Assistant Finance Director handled day-to-day accounting, accounts payable and bank reconciliations, while Ms. Zuercher was responsible for purchasing, customer billing, and the City's annual budget.

Thus, according to Ms. Zuercher, it was the Assistant Finance Director's responsibility to ensure that the cash Lanier collected was the same amount it deposited. It was also the Assistant Finance Director's responsibility to review Lanier's invoices from October 2019 through early 2021.

However, City approvals of Lanier's invoices disputed Ms. Zuercher's contention that it was the Assistant Finance Director's responsibility to review Lanier's invoices from October 2019 through early 2021. Specifically, we observed that Ms. Zuercher signed or initialed her approval of 12 of the 18 Lanier invoices for the months of October 2019 through March 2021 that the City processed for payment.



As we also noted that Ms. Zuercher's signature first appeared on Lanier's August 2019 invoice,<sup>5</sup> we reviewed the signatures that appeared on Lanier's 35 invoices Lanier issued to the City starting with its August 2019 through its June 2022 invoice, the invoice that coincided with the end of our scope. Ms. Zuercher signed (or initialed), as approved, 26 of the 35 invoices.<sup>6</sup> The Assistant Finance Director's signature only appeared on Lanier's April 2022 and May 2022 invoice.

Although Ms. Zuercher initially told us her signature meant she reviewed the invoice, she later said that her signature was required for anything that went to the City Manager regardless of who performed the review. Ms. Zuercher said she did not know why the Assistant Finance Director did not sign the Lanier invoices that she claimed the Assistant Finance Director was responsible for reviewing.

Ms. Zuercher also explained that, after the OIG interviewed the Assistant Finance Director, the Assistant Finance Director informed Ms. Zuercher that the City had never reconciled the City's parking bank account. According to Ms. Zuercher, she considered bank reconciliations to be essential, so she was surprised to learn that no one had ever reconciled the City's parking bank account.

Ms. Zuercher told the OIG she tried to reconcile the City's parking bank account for September 2022 after the Assistant Finance Director informed her that the reconciliation was not being performed. She was not able to complete the reconciliation because she could not obtain supporting documentation for fees charged by American Express and had to focus on the City's annual budget, which was a higher priority for her. When Ms. Zuercher reconciled the bank account for September 2022, it tied back except for American Express revenue and minor issues with cash and coin.

The Assistant Finance Director told the OIG that her work on the Lanier contract depended on the timeframe. Prior to October 2019, Mr. Mays directly managed the Lanier contract. He reviewed and verified Lanier invoices before submitting them to the city manager for approval. The Assistant Finance Director said that, during this timeframe, she only got an invoice to process a payment after both Mr. Mays and the city manager approved it and that she was not involved in any review or verification of Lanier's invoices.

After Ms. Zuercher succeeded Mr. Mays in October 2019, the Assistant Finance Director started conducting the initial review of Lanier's invoices as Ms. Zuercher was new to the City. Once Ms. Zuercher became acclimated, she began reviewing Lanier's invoices.<sup>7</sup> According to the Assistant Finance Director, Ms. Zuercher did not communicate her expectations regarding the review of Lanier invoices or explicitly assign the responsibility to her. She considered her preliminary review of Lanier invoices as "just kind of support" for Ms. Zuercher. She said that, in conducting her preliminary review, she focused on identifying inconsistencies and verifying supporting

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<sup>5</sup> Along with the signature was the date October 22, 2019, which was in the same month she started with the City.

<sup>6</sup> The other seven invoices either had no signature or had a signature that Ms. Zuercher could not identify.

<sup>7</sup> While the Assistant Finance Director recalled also reviewing Lanier's invoices during the COVID-19 pandemic, which commenced around March 2020, she said she could not remember the timeframes in which she conducted preliminary reviews of Lanier invoices.



documentation. However, she did not have authority to request missing documentation directly from Lanier, and she did not review the revenue section of the invoices.

After her preliminary review of the invoice, the Assistant Finance Director submitted it to Ms. Zuercher for further review and approval. The Assistant Finance Director said she believed Ms. Zuercher still reviewed and signed off on the invoices, just as Mr. Mays did. After her own review, Ms. Zuercher submitted the invoice to the city manager for approval, whereupon the invoice was returned to the Assistant Finance Director to process the payment.

In sum, the City contracted Lanier to, among other things, collect and account for all revenues stemming from the City's parking management system. However, Mr. Mays and Ms. Zuercher grossly mismanaged Lanier's contract by not reconciling Lanier's reported revenue to ensure that Lanier provided accurate reporting for Lanier's April 2019 through June 2022 invoices. As a result, the City has no explanation for a variance of over \$100,000.00 during the period of our review between Lanier's reported revenue figures and the City's parking bank account deposits. The existence of such a variance not only calls into question the reliability of Lanier's figures of reported revenue overall—figures which directed management fees the City paid to Lanier—but, together with our other findings, also amounts to gross mismanagement of the Lanier contract.

## 2. *The City Did Not Properly Reconcile Lanier's Reported Revenues with Its Bank Deposits When It Attempted to Do So During Our Investigation*

While our investigation was still ongoing, the City provided us with records purportedly showing its reconciliation of City parking revenue that Lanier reported in May and June 2023. However, the reconciliation was deficient, as it was mostly an exercise to ensure that the revenue figures that appeared in Lanier's DARMA system matched figures in whatever report the Assistant Finance Director opted to use for that particular "reconciliation." It did little to ensure that the City's revenue, as reported by Lanier's financial statements, was an accurate account of the revenue Lanier collected and deposited in the City's parking bank account.

When we met with the Assistant Finance Director for the last time in November 2023, she told us that Ms. Zuercher started to conduct parking revenue reconciliations but then delegated the task to her. The Assistant Finance Director reconciled Lanier's May 2023 invoice in June 2023. She said that this was the first time the City conducted a reconciliation of the parking revenue and that the City intended to perform parking revenue reconciliations every month from then on.

The Assistant Finance Director stated that she performed the reconciliations because Lanier calculated its management fee on the parking revenue Lanier reported per DARMA and Lanier's income statements. Another reason she conducted the reconciliation, she said, was to determine if the parking revenue that Lanier recorded in DARMA<sup>8</sup> was the same as cash<sup>9</sup> deposits the City received in its parking bank account. Accordingly, she reconciled the cash and check revenue

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<sup>8</sup> Lanier used the daily parking revenue entries in DARMA to produce the City's monthly parking income statements. However, Lanier's monthly parking income statements did not discernably distinguish parking revenue payment method. Therefore, for the May 2023 and June 2023 reconciliations, the Assistant Finance Director used a DARMA "summary by revenue type" report to distinguish cash, check, and coin payments from other types of payments methods such as IPS and ParkMobile.

<sup>9</sup> Note that DARMA reports described this category as "Cash/Check."



Lanier reported to the actual parking bank account. However, she told the OIG she did not reconcile Lanier's reported revenue from credit card transactions to the parking bank account because they did not require manual intervention. To reconcile Lanier's reported revenue from credit card transactions, the Assistant Finance Director confirmed that she compared the figures Lanier recorded in DARMA to either other documents prepared by Lanier or reports from the respective electronic payment applications.

The Assistant Finance Director's method of "reconciling" Lanier's reported revenue evidenced that the City did not appreciate the purposes for reconciliation, one of which is to detect errors and potential fraud.<sup>10</sup> As reported above, Lanier was to calculate its management fee based on its total reported gross revenue, not just the cash portion. Thus, the Assistant Finance Director's reconciliation method was flawed by the fact she only reconciled the cash portion of Lanier's reported revenue to the City's parking bank account. Apparently, the Assistant Finance Director seemed to be of the impression that, because financial institutions processing credit card transactions deposited that parking revenue directly into the City's parking bank account, the accuracy of Lanier's reported revenue from electronic transactions was irrelevant.

But in May 2023, cash made up \$5,626.93 or just approximately 4.7% of the total \$120,676.22 in parking bank account deposits. In June 2023, cash made up \$10,090.10 or approximately 10.6% of the total \$95,034.66 in such deposits. Accordingly, by limiting her reconciliation of the parking bank account to Lanier's reported cash revenue, the Assistant Finance Director only tested the accuracy of 7.3% of the combined May 2023 and June 2023 parking revenue deposited. She did not ensure that Lanier properly reported the other \$199,993.85 or other approximately 92.7% of the deposits.

Had the Assistant Finance Director properly reconciled Lanier's total reported revenue featured in Lanier's income statements with the City's parking bank account statements,<sup>11</sup> she would have observed that Lanier's figures were problematic. As shown in OIG Table 2 below, in May 2023, Lanier's reported revenue was \$19,354.79 less than the total deposits the City received that month, and in June 2023, Lanier's reported revenue was \$2,244.45 more than the total deposits the City received.

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<sup>10</sup> Bank reconciliation statements are effective tools that can, among other things, detect errors and intentional fraud. Retrieved on April 3, 2024, from <https://www.investopedia.com/terms/b/bankreconciliation.asp>.

<sup>11</sup> We submit that a proper reconciliation, at the very least, would include a comparison of each source of revenue as reported by the source document to the relevant bank statement. For example, to reconcile ParkMobile revenue for a particular month, one could compare ParkMobile's Supplier Transaction Summary for that month to Lanier's reported revenue from ParkMobile. Then, using the City's parking bank account statements, the City could ensure that its parking bank account accurately reflected ParkMobile's revenue as reported by Lanier.





**OIG Table 2  
 Lanier’s Reported Revenue and Deposits in the City’s Parking Bank Account  
 May 2023 and June 2023**

MONTH ENDING	TOTAL REVENUE PER LANIER	TOTAL DEPOSITS PER THE BANK STATEMENT	DIFFERENCE
May 31, 2023	\$101,321.43	\$120,676.22	(\$19,354.79)
June 30, 2023	\$97,279.11	\$95,034.66	\$2,244.45
<b>Total</b>	\$198,600.54	\$215,710.88	(\$17,110.34)

Moreover, the Assistant Finance Director did little to address the discrepancies she found even in her limited method of reconciling Lanier’s reported revenue figures. On August 1, 2023, the Assistant Finance Director emailed Lanier’s Parking Manager, whom she described as the project manager, and asked him to explain the differences she found in the May 2023 and June 2023 reconciliations she attached to her email.<sup>12</sup> (Exhibit 4, Composite Exhibit 5)<sup>13</sup> She summarized the reconciling differences, as follows:

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<sup>12</sup> On August 2, 2023, Ms. Zuercher forwarded the Assistant Finance Director’s August 1, 2023, email to the Lanier representative to the city manager and informed her that the Assistant Finance Director established “a reconciliation method for parking revenues.” (Exhibit 4)

<sup>13</sup> The documents in Composite Exhibit 5 are excerpts from the May 2023 and June 2023 Revenue Reconciliation attachments.



### May 2023

- Total parking revenue, \$101,321.43. No difference was noted between the total parking revenue as reported in the Parking Management Report compared to total per DARMA.
- Cash/Checks/Coin – a difference of \$159.12 was noted. Part of the difference were deposits of \$500 and \$303.81 that were not in DARMA. Please provide reconciliation of the net difference of \$159.12.
- There is a difference of \$1,410.45 in Park Mobile revenue per management report to the total of Park Mobile detailed report. Please provide reconciliation.
- There is a difference of \$491.84 in IPS revenue. Please provide reconciliation.
- There is a difference of \$366 in Citations revenue. Please provide reconciliation.

### June 2023

- Total parking revenue, \$97,279.11 No difference was noted between the total parking revenue as reported in the Parking Management Report compared to total per DARMA.
- Cash/Checks/Coin – a difference of \$1,432.35 was noted but was subsequently reconciled. It is important to note that part of the difference noted was a \$20 counterfeit.
- No difference was noted in Park Mobile revenue.
- There is a difference of \$156.52 in IPS revenue. Please provide reconciliation.
- There is a difference of \$609.50 in Citations revenue. Please provide reconciliation.

**OIG Figure 3: Excerpt from August 1, 2023, email from Assistant Finance Director to Lanier's Parking Manager (Exhibit 4)**

The OIG noted that, according to the Assistant Finance Director's reconciliations of Lanier's reported cash revenue, excerpts of which are featured below, \$1,143.81 (\$500.00 + \$303.81 + \$340.00) of the May 2023 cash reconciling differences and \$480.00 of the June 2023 cash reconciling differences resulted from cash and check deposits that Lanier did not record or report.

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Cash/Check/Coin per DARMA	\$ 5,467.81
Total Deposit per Bank Statement	\$ 5,626.93
Difference	\$ <u>159.12</u>

Difference accounted as follows:

Deposit in transit	\$ (963.34)
5/4 vault deposit not in DARMA	\$ 500.00
5/4 vault deposit not in DARMA	\$ 303.81
05/02 Coin in DARMA not in the bank	\$ (14.10)
05/02 Coin in DARMA but not in the bank	\$ (17.50)
05/9 Deposit is over	\$ 10.00
05/18 Vault Deposit not in DARMA	\$ 340.00
05/25 Vault Adjustment	\$ 0.25
	\$ <u>159.12</u>

Cash/Check/Coin per DARMA	\$ 8,657.75
Total Deposit per Bank Statement	\$ 10,090.10
Difference	\$ <u>1,432.35</u>

Difference accounted as follows:

Counterfeit	\$ (20.00)
Stonewall employees permit not in DARMA	\$ 480.00
May deposit in transit	\$ 963.34
6/22 deposit credit adjustment	\$ 0.16
6/29 deposit credit adjustment	\$ 8.85
	\$ <u>1,432.35</u>

**OIG Figure 4: Excerpts from the City's May 2023 and June 2023 Parking Revenue Reconciliation (Composite Exhibit 5)**

In his August 4, 2023, response to the Assistant Finance Director's email, Lanier's Parking Manager did not dispute the basis for the reconciling differences in the cash amounts. (Exhibit 6) He wrote:



**May 2023,**

- 5/4/2023 \$500 & \$303.81 log on to Darma for the date of 07.01.2023<sup>1</sup>

\$14.10 and \$17.50 logged in to Darma bank should have \$31.60 which is part of \$500+\$303.81 and **\$31.40 was deposited already(14.10+17.50)**

Hence, I made a Darma log for \$772.21 which is part of 500, 303.81 minus 31.40

- 05/18 Deposit of \$365 is part of \$340 it was a check of \$340 and Cash \$25

For all IPS and ParkMobile, the difference between DARMA and what was deposited is because of cut-off dates. Accounting closes the month on the 1<sup>st</sup> of June so the bank might have still a deposit, but accounting was closed for the month,

**June 2023**

- Will log \$480 permit money to Darma for August 1st, 2023<sup>1</sup>, and will keep a note
- IPS revenue was short due to the cut-off date of the month, likely more \$609 deposits were delayed,
- Some of the Citation checks revenue may delay clearance by the bank

(1<sup>st</sup> of the month for July fell on Saturday Our accounting close on the 3<sup>rd</sup> Monday)

**OIG Figure 5: Excerpt from Lanier's Parking Manager's August 4, 2023, email (Exhibit 6)**

In sum, Lanier's Parking Manager explained that Lanier had not recorded cash revenue entries into DARMA in the period it was earned and cited to accounting cut off dates and bank delays for other discrepancies. The Assistant Finance Director did not question why Lanier had not reported the revenue in the period it was earned as suggested by Generally Accepted Accounting Principles (GAAP), in accordance with section 6.5 of the Contract that required Lanier to abide by GAAP. Nor did she ask why Lanier waited to deposit the cash revenue. She also did not point out that bank delays were of no consequence to the reconciliation discrepancies she pointed out in IPS, ParkMobile and Citations, as she did not reconcile Lanier's figures with the bank statements.

The OIG observes that the City did finally try to implement a control to ensure that it received the revenue Lanier reported and used to calculate its management fee. However, the "reconciliation" was troublesome, as overall it was nothing more than an exercise to ensure that Lanier's reported figures matched the figures from the relevant payment application reports. To the extent that the City reconciled Lanier's reported cash figures to the City's bank statements, that reconciliation was equally deficient, because, despite observing that Lanier made multiple errors in the revenue reports, the City did not follow up to ensure that Lanier accurately reported revenue going forward. It simply accepted Lanier's explanations for the reconciliation differences and considered its income statements reconciled. However, we did not find such lapses surprising, as Mr. Mays and Ms. Zuercher did not clearly instruct the Assistant Finance Director to reconcile the City's parking bank account or provide instruction as to their expectations in conducting a reconciliation.



3. *The City Reimbursed Lanier \$77,589.36 for Unsupported Employee Wages*

Pursuant to the Contract, the City was to reimburse Lanier all its “reasonable budgeted expenses,” including costs it incurred in providing the services. Our investigation determined that \$77,589.36 of the City’s reimbursements to Lanier for employee wages amounted to questionable expenditures, as the City paid them without requesting or reviewing any supporting documentation. Approving payment of those wages without conducting such a review was rife with the potential for waste and fraud and, together with our other findings, constituted gross mismanagement.

A. *Between April 1, 2019, and August 31, 2019, the City Reimbursed Lanier \$49,227.47 in Unsupported Employee Wages*

Municipal employees involved in any payment approval process should know that a proper review of invoices is critical to the effort of guarding against waste and fraud. Yet, we learned that, between April 1, 2019, and August 31, 2019, City staff approved the payment of Lanier’s invoices without endeavoring to verify the validity of at least one of the expenses for which Lanier sought reimbursement, employee wages.

We observed that Lanier’s invoices to the City between April 2019 and August 2019 did not include any backup documentation to support the employee wages for which it sought reimbursement. In turn, we also observed that the City did not produce such documentation to us. We learned that the City did not have such documentation because Mr. Mays, the former Finance Director, never asked Lanier for it.

Mr. Mays told us that, until he left the City, he was the primary reviewer of Lanier’s invoices. While he likely reviewed payroll expense allocations, he did not verify them against supporting documents such as employee timecards or payroll statements. He did not recall requiring such documentation from Lanier.

Of course, without reviewing a timecard or any record that purports to account for an employee’s time, there is no way by which one could attempt to verify the validity of a charge for that employee’s wages.

B. *Between September 1, 2019, and April 30, 2020, the City Reimbursed Lanier \$28,361.89 in Unsupported Employee Wages*

Starting in September 2019, Lanier’s invoices began including Dayforce<sup>14</sup> reports reflecting different employees’ work hours and wages. However, our comparison of the reimbursement amounts Lanier sought for employee wages in its invoices to the Dayforce reports it included showed that the City reimbursed Lanier a total of \$28,361.89 for employee wages that Dayforce reports did not support. As seen below, every month between September 2019 and April 2020, Lanier billed the City between \$2,624.46 and

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<sup>14</sup> Dayforce is a Human Capital Management (HCM) platform that combines various HR functions, including payroll. Retrieved on April 3, 2024, from <https://www.dayforce.com/why-dayforce/dayforce-suite#one-complete-solution-summaryicontiles>



\$4,519.72 more in employee wages than the backup documentation it provided the City substantiated.

**OIG Table 3  
 Comparison Between Wages Lanier Reported in Its Invoices and  
 Dayforce Reports Lanier Included With Its Invoices  
 September 2019 to April 2020**

NO.	YEAR	MONTH	TOTAL WAGES	WAGES ACCORDING TO	
				DAYFORCE REPORTS	DIFFERENCE
1	2019	Sep	\$9,828.23	\$6,280.73	\$3,547.50
2	2019	Oct	\$10,730.42	\$7,328.40	\$3,402.02
3	2019	Nov	\$9,429.68	\$5,803.97	\$3,625.71
4	2019	Dec	\$8,630.11	\$5,082.63	\$3,547.48
5	2020	Jan	\$10,054.40	\$7,429.94	\$2,624.46
6	2020	Feb	\$8,297.31	\$4,749.81	\$3,547.50
7	2020	Mar	\$7,826.97	\$3,307.25	\$4,519.72
8	2020	Apr	\$4,500.35	\$952.85	\$3,547.50
<b>Total</b>			<b>\$69,297.47</b>	<b>\$40,935.58</b>	<b>\$28,361.89</b>

We spoke to Lanier’s former Regional Vice President about the discrepancies. She told the OIG that the payroll report that Lanier included with its invoices was only for hourly employees who clocked in and out.<sup>15</sup> Lanier had another payroll report which allocated a portion of salaried employees’ wages to the City. Notably, Lanier neither included any other payroll report in the invoices it provided to the City between September 2019 and April 2020 nor produced any other payroll reports to us after our request.

Ms. Zuercher recounted that, at some point, the Assistant Finance Director told her that Lanier did not provide any supporting documentation for payroll as part of their monthly invoices. Ms. Zuercher believed that payroll was a fixed allocation for which Lanier could not provide supporting documentation. While she did not recall the timeframe, Ms. Zuercher recalled that the City started to require supporting documentation for Lanier’s payroll expense following an OIG interview with City staff.<sup>16</sup>

In sum, we determined that City staff either did not review the Dayforce reports that Lanier submitted with its invoices or did not conduct an adequate review of the reports before reimbursing Lanier for employee wages. Regardless, the City’s lax approach to vetting Lanier’s invoices led it to pay employee wages that it may or may not have owed.

<sup>15</sup> We noted that the Pay Summary Reports suggested that they may not have included “Salaried Non Exempt” types of pay.

<sup>16</sup> During our initial interview with the Assistant Finance Director on August 6, 2020, we discussed the lack of supporting documentation for various expenses, including payroll expenses.



**4. The City Reimbursed Lanier \$30,503.75 for Unauthorized Expenses**

Given the City’s failure to conduct a consistent and meaningful review of Lanier’s revenue and payroll expenses before paying them, we undertook the task of reviewing Lanier’s other operating expenses. During this review, we observed that the City reimbursed Lanier for expenses that did not appear in any Lanier budget approved by the City. These unbudgeted expenses totaled \$30,503.75. Approving payment of those expenses without prior approval, together with our other findings, constituted gross mismanagement.

During our review of Lanier’s invoices between April 1, 2019, and June 30, 2022, we noted that Lanier billed for five line-item expenses that did not appear in Lanier’s approved budget that appeared as exhibit 4 to the Contract. These expenses, which are featured below in OIG Table 4, were titled “Network Security Fees,” “IT Support//Data Processing and Tech Support,” “Credit Card Fees,” “Common Charges,” and “Automotive Liability.”

**OIG Table 4  
 Expenses the City Paid Lanier That Did Not Appear in a  
 Line-Item Budget for Commission Approval  
 April 2019 to June 2022**

EXPENSE LINE ITEM	APR 2019 – SEPT 2021	OCT 2021 – JUN 2022	TOTAL
<b>*Network Security Fees</b>	\$4,760.00	N/A	\$4,760.00
<b>IT Support//Data Processing &amp; Tech Support</b>	\$1,075.00	N/A	\$1,075.00
<b>Credit Card Fees</b>	\$15,527.96	N/A	\$15,527.96
<b>Common Charges</b>	\$825.62	\$ -	\$825.62
<b>*Automotive Liability</b>	\$3,714.96	\$4,600.21	\$8,315.17
<b>Total</b>	<b>\$25,903.54</b>	<b>\$4,600.21</b>	<b>\$30,503.75<sup>17</sup></b>

As explained above, in the Contract, the City committed to reimburse Lanier all “reasonable budgeted expenses,” including “the costs incurred in providing the Services,” as forecasted in Lanier’s budget approved by the City. Lanier was to base its budgeted expenses on an approved line-item budget. It was also to provide its budget to the City each April preceding the start of the next fiscal year. If the parties were unable to agree to an approved budget for any upcoming year, the prior year’s approved budget would govern until the parties agreed to the new one.

<sup>17</sup> Lanier did include network security fees, IT support, and credit card charges in the FY 2022 budget that it submitted before FY 2022 in compliance with the Contract.



Finally, the Contract indicated that the City would only reimburse Lanier for expenses that were either part of its approved budget or approved in advance in writing by the City.

We spoke to Mr. Mays, Ms. Zuercher, and the Assistant Finance Director about their processes in reviewing Lanier's invoices. In explaining his review process, Mr. Mays indicated he was most focused on analyzing Lanier's total proposed budget amount each year but did not do an in-depth review of how Lanier allocated expenses within the proposed budget.

Ms. Zuercher explained to us that her process for reviewing Lanier's invoices included matching expenses on the income statement detail provided by Lanier to the respective support Lanier included with the invoices. She said she checked off expenses that matched and requested additional support from Lanier for expenses that did not match any of the supporting documentation they provided. Occasionally, she said, she would have to reach out to Lanier to obtain missing support records, but Lanier usually provided adequate supporting documentation.

Likewise, the Assistant Finance Director told us that, in the few times she reviewed Lanier's invoices, she studied some invoices Mr. Mays had reviewed to understand his review process. She noted the marks and the comments he made on the invoices and made similar marks, checkmarks, and comments when she started reviewing. When conducting a review of a Lanier invoice, besides noting the same line items as Mr. Mays did, she also looked for "obvious things" that one might question.<sup>18</sup>

In describing their processes, neither Mr. Mays, Ms. Zuercher, nor the Assistant Finance Director described taking any steps to ensure that Lanier only sought reimbursement for those expenses the City approved in the annual budget Lanier provided the City.

When we asked the City for the annual budgets Lanier submitted to it, Ms. Zuercher, in an October 14, 2020, email (Exhibit 7) responded:

I apologize for the delay in response. I have been unable to locate a budget submitted to the City for FY 2019/20. In regards to FY A budget was not requested in April 2020 due to the shutdown of the paid parking program on March 17, 2020. Although the City Commission was discussing whether or not to continue the paid parking program, the City submitted a proposed budget as part of the FY 21/22 that included a lump sum amount for contractual services based on prior budgets.

At last night's Commission meeting, the City Commission asked the City Manager to bring forth an agenda item to reopen the paid parking program effective December 1, 2020. I will be reaching out to Lanier for a monthly budget based on the total budget approved by the City Commission on September 21, 2020.

**OIG Figure 6: Excerpt from Ms. Zuercher's October 14, 2020, Email to OIG (Exhibit 7)**

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<sup>18</sup> Following our initial interviews with Ms. Zuercher, we observed emails where the Assistant Finance Director sought backup documentation from Lanier representatives for several expenses, including credit card fees. However, she did not question whether such expenses were a part of Lanier's budget.





Essentially, Ms. Zuercher explained that the City did not require Lanier to submit its annual budget for FY 2020 and suggested the City used prior budgets to submit its figures for the proposed FY 2021 budget. She indicated that she would get a FY 2021 budget from Lanier based on the budget that the City Commission had already approved. The City subsequently provided us with a Lanier line-item budget for a portion of FY 2021,<sup>19</sup> the digital properties of which reflected that Lanier’s Regional Vice President created it on October 30, 2020. (Composite Exhibit 8) We noted that fees associated with “Network Security,” “IT Support,” and “Credit Card Fees,” appeared on that line-budget. However, Lanier created the FY 2021 line-item budget that the Contract required after FY 2021 already started. Accordingly, the City Commission did not approve those line items by approving the budget for the Contract.

The City provided us with only one line-item budget which Lanier purportedly submitted for City Commission approval, Lanier’s line-item budget for FY 2022.<sup>20</sup> (Composite Exhibit 9) Line-item expenses associated with “Network Security,” “IT Support,” and “Credit Card Fees,” appeared on that budget, which the City Commission approved. Thus, Lanier was authorized to seek reimbursement for those expenditures starting October 1, 2021. Expenditures for “Common Charges” and “Automotive Liability” remained unbudgeted. Altogether, the City reimbursed Lanier for unauthorized expenditures totaling \$30,503.75.

Thus, the OIG found that City staff grossly mismanaged the Contract by: (1) not adequately verifying revenue Lanier reported, (2) not properly reconciling revenue Lanier reported against deposits made into the City’s parking bank account, (3) reimbursing Lanier for unsupported employee wages, and (4) reimbursing Lanier for unauthorized expenses.

### ***Observations Regarding the Procurement***

During our investigation, we observed that the City struggled with its parking management services contract since the solicitation process began. Specifically, we observed that City staff made decisions during the solicitation process that significantly inhibited open and fair competition, a basic tenet of public procurement that prevents public agencies from making arbitrary and capricious awards or making awards based on personal preference.<sup>21</sup>

#### ***1. Mr. Mays Failed to Properly Respond to a Vendor Question***

At the outset, we were disappointed with how Mr. Mays handled certain vendor questions during the solicitation process that implicated public records concerns.<sup>22</sup> During the RFP’s question-and-answer phase, potential vendors posed several questions. The City responded to these questions through an addendum to the solicitation titled, “Addendum No. 1.” (Exhibit 2) Several of the questions were questions about Lanier’s existing contract and expenditures. Mr. Mays responded to such questions as shown in OIG Figure 1.

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<sup>19</sup> This budget covered October 2020 through June 2021.

<sup>20</sup> Although the City did not submit documentation showing when it received the line-item budget from Lanier, we treated the line-item budget as if Lanier submitted it to the City soon after creating it in April 2021.

<sup>21</sup> ABA Model Procurement Code, Part B – Methods of Source Selection § 3-201, COMMENTARY (3) (2000).

<sup>22</sup> The OIG initiated this investigation for a possible public records violation; however, we did not substantiate this allegation.



On their face, Mr. Mays's responses suggested that the City could not provide the information because Lanier held those records. But whether Lanier held the records was of no consequence. Lanier was a contractor acting on the City's behalf, and its records relating to its contract with the City were public records. See §119.0701, Fla. Stat.

Mr. Mays told us that he did not provide the information the vendors requested because he wanted impartial proposals reflecting the vendors' own unique concepts for administering parking management services. He did not want the vendors just replicating Lanier's existing parking management services model. In his view, the vendors' requests for the information in the question-and-answer phase did not constitute formal public records requests.

Mr. Mays's explanation for his responses demonstrated not only his failure to appreciate that Lanier's records pertaining to the City's contract were the City's records, but also his failure to appreciate that his answers ensured that only Lanier had the information the vendors sought, presumably information they would have considered in formulating their proposals. Consequently, Mr. Mays impacted the other vendors' ability to start on an equal playing field with the incumbent vendor.

## 2. Language in RFP No. 2018-09 Misstated the City's Procurement Code

Finally, we observed problematic language within RFP 2018-09 that enabled City staff to arbitrarily determine which vendors the evaluation committee would evaluate and rank.

On September 26, 2018, the City advertised RFP No. 2018-09. (Exhibit 1) The City received four proposals in response to the solicitation, one of which was from Lanier, the incumbent vendor. On November 27, 2018, the evaluation committee, comprised of six City employees plus the committee's chairman, met in a public meeting to review the four vendor proposals. The six City employees were the City's Emergency Management and Utilities Director, the Assistant City Manager, the City's Community Development Services Director, the City's Human Resources Director and Risk Manager, the City's Assistant Chief of Police, and Mr. Mays. The City's Purchasing Coordinator was the chairman of the evaluation committee.

Section 4.1 of RFP 2018-09 indicated that the City would conduct a comprehensive and impartial review and evaluation of all proposals meeting the requirements of the solicitation. The requirements were seven pass/fail criteria listed in Section 4.1.6 of the solicitation. The City's Purchasing Coordinator told us that all four vendors who responded to RFP 2018-09 Parking Management Services met the seven pass/fail criteria and were deemed responsive and responsible.

As the four proposals were responsive and responsible, it followed that the evaluation committee would evaluate them all on the three weighted categories worth a total of 100 points: "Experience and Qualifications," worth 40 points; "Project Approach," worth 30 points; and "Pricing," worth the final 30 points. But the evaluation committee only scored two of the proposals—Lanier's and one from another vendor.



According to the November 27, 2018, evaluation committee meeting minutes, during the meeting, the City's Emergency Management and Utilities Director made a motion to eliminate the two highest priced proposals and the evaluation committee passed it unanimously. The evaluation committee evaluated the two remaining proposals and ultimately ranked Lanier the higher proposal.

We spoke to several members of the evaluation committee about the committee's decision to only evaluate two proposals despite all four being responsive and responsible. The City's Purchasing Coordinator told us the City reserved the right to accept or reject any vendor responses that were not in the best interest of the City. He believed that an evaluation committee could eliminate vendor proposals even if the vendors were deemed responsive and responsible.

Mr. Mays told the OIG that the committee did not reject proposals from the "two highest-priced" vendors. According to him, the evaluation committee simply shortlisted the two proposals; it was universal practice for an evaluation committee to make a shortlist of the best candidates, and then based on the shortlist, "proceed with the process." Also, he stated that price was not the only factor that led to the two vendors' elimination. It was also based on their experience and project approach. For instance, one proposal did not seem to be realistic because the vendor did not submit a proposal with adequate staffing levels to meet the City's service expectations. In his view, Lanier's proposal was the most responsive in directly addressing the RFP requirements.

We noted that section 3.2.11 of RFP No. 2018-09's solicitation document instructed:

Acceptance, Rejection, or Modification to Proposals - The City of Wilton Manors reserves the right to reject any or all proposals, in whole or in part, with or without cause, to waive any informalities and technicalities, and to award the contract on such coverage and terms it deems will best serve the interest of the City. Criteria utilized by the City for determining the most responsive and responsible Proposer is described in Section 4 of this document.

This language explained why the Purchasing Coordinator believed that the City could accept or reject any vendor responses that were not in the best interest of the City. However, it appeared to be at odds with language in the City code. Indeed, at the time of the solicitation, subsection 2-268(d) of the City's code of ordinances required the City to base all its purchases or contracts for commodities or services over \$20,000.00 on either a competitive bid or a competitive proposal. The competitive bid procedure in subsection 2-268(e) authorized the city manager and city commission to reject a bid *after* the solicitation process, that is, once the proposed contract is before the city manager and city commission. Specifically, it instructs, "The city manager and city commission may reject any bids, parts of all bids or all bids for anyone (1) or more commodities or services included in the proposed contract when the public interest will be served thereby."

Although the language in section 3.2.11 did appear in RFP No. 2018-09's solicitation document, it was not based in the law. Nor would it be based in the law. Such language seemingly invites an arbitrary determination of which proposal proceeds to evaluation and award contracts based on personal preference. Accordingly, we recommend the City monitor for language such as this in future solicitation documents and recraft it to follow current law.



### ***Steps the City and Lanier Have Taken to Address Issues Raised During the Investigation***

Although we were disappointed by deficiencies in the City's purchasing and management of the Contract, we noted the efforts that both the City and Lanier put forth to address other concerns that arose during our investigation.

To begin with, during our review of the Contract, we observed that Lanier still retained the City's \$31,174.27 advance from which Lanier was to pay its initial operating expenses. The OIG performed an analysis of bank statements, income statements, invoices, and other expense reports and determined Lanier had not applied the operating advance as the Contract directed. Soon after we contacted Lanier for records relating to the operating advance, Lanier corrected the concern. On March 25, 2024, Lanier issued the City a memo advising that it had credited \$31,174.27 towards the City's outstanding October 2023 invoice that Lanier billed in November 2023.<sup>23</sup> (Exhibit 10)

We also noted that Lanier's proposal and the Contract itself provided that ownership of the equipment listed in exhibit 2 of the Contract, which included a Chevrolet Spark that Lanier purchased for its use in providing services to the City, would pass to the City after March 2022. When we asked Ms. Zuercher about the Chevrolet Spark, she told us that she repeatedly tried, albeit unsuccessfully, to have Lanier transfer ownership of the car to the City pursuant to the Contract. Up until 2023, Lanier representatives told her that it was working with its legal department to transfer the car's title to the City. Following our last interview with Ms. Zuercher in early 2024, we were satisfied to see that the City became the registered owner of the vehicle on March 4, 2024.

### **INTERVIEW SUMMARIES**

As a part of the investigation, OIG investigators conducted several interviews. The statements made in significant interviews are summarized below.

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#### ***1. Interviews of Robert Mays***

The City hired Mr. Mays as the Assistant Finance Director on February 8, 2008. He was promoted to Finance Director in 2011 or 2012 and held that title until his retirement on October 1, 2019. As the City's finance director, Mr. Mays's duties included supervising the Finance's seven employees, including the Purchasing Coordinator. Finance was responsible for utility billing, accounting and financial reporting, budgeting, treasury management, debt management, and procurement. During his tenure as the finance director, he routinely interacted with Lanier's Project Manager as he was the parking management services contract manager.

Mr. Mays gained public procurement knowledge when he worked for another city in 2002. In that city, he assisted with developing scopes of services for solicitations related to the treasury

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<sup>23</sup> Lanier's Finance and Client Reporting Manager explained that Lanier had not applied the operating advance towards its operating expenses because it was her understanding that Lanier was to keep operating advances until the end of the Contract.



function. When Mr. Mays first started with the City, the City did not have any kind of centralized procurement process. As the assistant finance director, he realized that procurement was something the City needed to pay more attention to than it did in the past. He also wanted to standardize the procurement process as much as possible. Contract terms and conditions could be standardized, and the majority of those standards would apply to all procurements.

In 2009, Wilton Manors conducted its first solicitation for parking management services. Mr. Mays managed the solicitation process and became the contract manager. The City awarded Lanier Parking Solutions the contract in 2010. The contract had a five-year term, with two, two-year renewal options, and it expired on March 31, 2019. In September 2018, the City issued an RFP solicitation to replace the expiring contract. The 2018 solicitation was similar to the 2009 solicitation. Mr. Mays assisted the City's procurement coordinator in writing the solicitation's scope of services.

The City received four proposals for the 2018 solicitation. The evaluation committee first met on November 27, 2018, at which time the committee passed a motion to eliminate the two "highest-price proposers" from consideration. Price was not the only factor the committee considered when it eliminated the two vendors. The two proposals the committee eliminated were "inferior proposals." Although they were responsive to the solicitation's requirements, their organization and layout were inferior compared to that of the remaining two.

Mr. Mays managed the contract for approximately ten years. Every April, he received Lanier's proposed annual budget for the next fiscal year. He held monthly meetings with Lanier's representatives, including the regional supervisors, to discuss Lanier's proposed budget and any changes. More likely, changes to Lanier's budget were made following the City's budget process.

Although Lanier's proposed budget had both revenues and expenditures, the City was only interested in the expenditure portion of the budget. The expenditure portion of the budget consisted of various monthly line-item expenses. These line items included payroll and payroll expenses, operating expenses, repairs, maintenance, insurance, and other expenses. Mr. Mays did not review the individual line items of the proposed budget, so he could not advise Lanier whether the budget items were allowed.

The City received monthly invoices from Lanier, which listed all budget line items and showed the amount expended on each line item. While the City did not allow budget overruns, it did not conduct a "true-up review." Staff only looked at the total expenses figure at the bottom of the page. If the City required the vendor to reduce the parking management services budget, it only provided the vendor a figure by which to reduce the budget and left it up to the vendor to figure out which budget line item to reduce. Lanier provided back-up documentation with the invoices, but the City did not verify actual amounts spent on salaries and wages.

Mr. Mays supervised the Purchasing Coordinator and was familiar with the purchasing code. Early in his career working for the City, Mr. Mays collaborated with the city attorney to create a standardized set of general contractual terms and conditions applicable to all contracts. Mr. Mays was not the author of the "City's right to reject" language included in section 3.2.11 of the



solicitation document, which permitted the City to overlook minor proposal flaws if doing so was in the best interest of the City. An evaluation committee for a solicitation would determine what was in the City's best interest by drawing from their professional experiences.

In a solicitation, the evaluation committee determined the responsiveness and responsibility of a proposal or proposer. When a solicitation closed, at bid opening, a bid tabulation sheet was prepared that listed all the proposers and, if prices were submitted, those prices. The tabulation sheet also indicated whether the proposers submitted all required documents, including the non-discrimination affidavit and the certificate of insurance.

Mr. Mays previously volunteered to count the parking spaces for the City. This led to him becoming the City's point person on parking operations and overseeing the City's parking management services. He managed the 2009 RFP process, which resulted in the parking management services contract award in 2010. He might have written the original scope of services for the 2009 RFP and later adapted it for RFP No. 2018-09 with only a few changes.

When the City issued RFP No. 2018-09 for parking management services in September 2018, Mr. Mays drafted some sections of the solicitation document. He wrote Section 1, titled "Instructions," which contained standard solicitation language. He also reviewed and approved the content for Section 2, "Scope of Services." Additionally, Mr. Mays reviewed Section 4, "Review of Evaluation Process," though it was composed primarily of standard language. RFP No. 2018-09 resulted in the 2019 Parking Management Services contract.

During the question-and-answer phase of RFP No. 2018-09, the City received vendor questions, some of which were requests for information regarding the 2010 parking management services contract with Lanier. On October 25, 2018, the City published Addendum 1, which was comprised of vendor questions and requests for information, combined with the City's responses. Vendors requested Lanier staffing information for the 2010 parking management services contract including positions, salaries, hourly rates, schedules, collection routes, and number of employees in job descriptions. The City responded that staffing levels, job descriptions, schedules, pay rates, and collection schedules were controlled by Lanier, the contractor, not by the City. The City did not provide the requested information.

The Purchasing Coordinator probably wrote the initial solicitation draft responses to the vendor questions or requests for information published in Addendum No. 1, but Mr. Mays reviewed, edited, authorized, and took accountability for the final responses. He did not provide the information sought by vendors because he wanted impartial proposals reflecting the vendors' own unique concepts for administering parking management services, rather than just replicating Lanier's parking management services model.

The City Clerk's Office coordinated public records requests submitted to the City. Mr. Mays was unsure if there was a written policy, but he knew, from both prior city managers, that the City would fully comply with public records laws and transparency expectations. Mr. Mays was accustomed to responding to public records requests from residents that went through proper channels, not requests for records made during a competitive solicitation process. Normally, he deferred to the city attorney to determine if contract records like Lanier's staffing levels constituted



public records. If someone advised him that Lanier's contract records were public records, he would have provided the records to the requestor. However, he did not ask the city attorney or the city clerk if Lanier's contract records qualified as public records nor did he try to verify whether the City was already in possession of any of the parking management records that the potential vendors requested.

Lanier provided Mr. Mays with any parking management services contract records he requested. Lanier had never pushed back on any request nor claimed confidentiality on any aspect of the parking management services operation.

Mr. Mays did not consider the vendors' questions about staffing, collections, and other operational details about Lanier's existing contract that were submitted during the solicitation to be formal public records requests that compelled the City to provide the information.

Mr. Mays acknowledged that, had the City provided the previous contract's operations data, including pay rates, meter collections, and the number of parking meter officers currently employed as requested, some vendors may have offered different budgets, or different staff levels and schedules.

Regarding the solicitation for parking management services, the procurement coordinator screened all four proposals the City received using the first seven evaluation criteria (pass/fail factors) listed in section 4.1.6 of the solicitation document. A "Pass" marked next to the seven pass/fail criteria on each vendor's Scoring Tabulation Sheet signified that the Purchasing Coordinator reviewed that vendor's proposal and deemed that the vendor met the requirements for those criteria. If one or more vendors failed to satisfy any of the seven mandatory pass/fail criteria, the Purchasing Coordinator would have submitted all the vendors' completed scoring tabulation sheets to the evaluation committee and clearly indicated those that failed to qualify. Vendors marked as failing any of the seven pass/fail criteria would not have had their proposals presented to the evaluation committee for consideration.

Mr. Mays was familiar with the terms "responsive" and "responsible." Although all four proposals were responsive and responsible, the evaluation committee created a short list of the proposals and scored the two shortlisted proposals according to criteria 8, 9, and 10. Although section 4.1.2 of the solicitation stated, "The Evaluation Committee will rank all proposals according to the criteria listed herein," the evaluation committee read each of the four proposals, then shortlisted two of the vendors, invited them to make presentations, and afterwards ranked the two vendors.

Mr. Mays understood that shortlisting vendors was different from ranking them. The evaluation committee did not reject proposals from the "two high-priced" vendors—the committee shortlisted the two proposals it later evaluated. According to him, it was a universal practice for an evaluation committee "to make a short list of the best candidates, and then based on that short list . . . proceed with the process."

Mr. Mays voted to eliminate the two eliminated proposals because he did not feel that they were as good as the other ones. In his opinion, the two proposals the committee eliminated were not



responsive. Although his March 26, 2019, memo to the City Commission stated that the evaluation committee voted to eliminate the two highest-price proposers from consideration, Mr. Mays did not "base [his] vote to eliminate those two solely on price." It was also based on their experience and project approach. Mr. Mays reviewed the two vendors' proposals prior to the evaluation committee meeting. He was not familiar with one of the vendors that was located in Spain. It did not seem practicable that the vendor would be able to provide parking management services in Wilton Manors. The other three proposals were established parking management services vendors, but Mr. Mays did not remember much about the proposal from the other vendor that the committee eliminated.

The proposal from the other shortlisted vendor did not seem to be realistic, because the vendor did not submit a proposal with adequate staffing levels to meet the City's service expectations. Lanier's proposal was the most responsive in directly addressing the RFP requirements.

Mr. Mays believed he knew what the phrase "in the best interest of the City" meant and that ultimately the city commission determined what was in the best interest of the City. Mr. Mays explained that it was the committee's responsibility to choose the best proposal. As the City's subject matter expert on parking management services, he would have alerted the committee during the public meeting if he had any concerns about the committee's conduct on either the procurement code or the solicitation documents.

The RFP No. 2018-09 solicitation process was fair, transparent, and compliant with the City's policies. Eliminating the two vendors without discussion or allowing them to revise their proposals did not contravene procurement code requirements for ensuring equal vendor treatment. The RFP No. 2018-09 pricing was not like the pricing for other RFPs that indicated fixed pricing. The RFP No. 2018-09 pricing was based on the vendor's proposed budget, which was open to line-item negotiation. The evaluation committee acted appropriately in voting to eliminate the two vendors' proposals. The terms "not shortlisted" and "rejected" meant the same thing.

In April of each year, Lanier submitted a letter to Mr. Mays containing a proposed annual budget for the next fiscal year. Mr. Mays reviewed and compared the bottom-line budget totals to the prior year's totals. He maintained a spreadsheet that tracked Lanier's monthly and annual parking management services costs. He referred to the spreadsheet frequently so he could compare costs for different periods of time.

Mr. Mays was focused on analyzing Lanier's total proposed budget amount each year. He did not conduct an in-depth review of how Lanier allocated expenses within the proposed budget. The City hired Lanier as the parking management services experts to manage the parking services operations, so he trusted its judgment in areas like resource allocation. Mr. Mays sought clarification from Lanier if he had concerns about any part of their proposed budget. While Mr. Mays reviewed and approved Lanier's proposed annual budgets, the City Commission held the final authority to authorize the budget. The Commission did not get into the specifics of how Lanier allocated their expenses.

Mr. Mays was the primary reviewer of Lanier's invoices. On occasion, he asked the Assistant Finance Director to conduct a second review, but she was not heavily involved in reviewing





Lanier's invoices. An accounts payable clerk was also involved with basic Lanier invoice validation that included tie-out of hourly rates and calculations, but she did not verify backup payroll support documentation.

Mr. Mays speculated that he reviewed payroll expense allocations. He could not provide a reason for not validating Lanier's reported payroll expenses to supporting documents like employee timecards. He did not recall requiring Lanier to provide timecards or payroll statements.

The City had a designated parking fund that was separate from its general fund. Variations in parking management services revenue and expenses did not impact the City's general fund or budget. Mr. Mays saw the annual fluctuations in revenue as natural and cyclical since Lanier did not control external factors. Therefore, he did not ask Lanier to explain variations in the parking revenue. He also did not recall bringing any unusual costs to Lanier's attention for purposes of obtaining additional information or further clarification.

Mr. Mays regretted not reconciling the parking bank account during his tenure. He attempted to do so when the contract first started but struggled with the tedious nature of tracing numerous small daily deposit transactions. He decided that the effort was not worthwhile given the fact that the parking bank account served a sole purpose for parking collections.

Mr. Mays was vaguely familiar with Lanier allocating certain overhead-type expenses on invoices but did not recall scrutinizing individual charges. He did not recall Lanier billing the City for allocated expenses such as accounting fees, general insurance liability, payroll taxes, employee benefits, or Obamacare. He recalled questioning and discussing Lanier's payroll preparation fees but did not remember the specific details about his conversations with Lanier.

## ***2. Interviews of Pennie Zuercher, City of Wilton Manors Former Finance Director***

Ms. Zuercher was the finance director for the City of Wilton Manors from October 2019 through December 31, 2023. She reported to the city manager. The Assistant Finance Director, Purchasing Coordinator, and customer service representative reported directly to her. The Assistant Finance Director handled the day-to-day accounting, accounts payable and bank reconciliations, while Ms. Zuercher was responsible for purchasing, customer billing, and preparing the City's annual budget.

Prior to working for the City, she was the chief finance officer for Brevard County Public Schools. As chief financial officer in Brevard County, she ensured the school district's procurements were conducted properly.

As the City's finance director, Ms. Zuercher was responsible for all areas of finance. She also managed the City's parking management services contract with Lanier. Department directors are the contract managers for contracts originated by their department. Ms. Zuercher became the contract manager for the 2019 parking management services contract with Lanier in October 2019 when she was hired.



Per the parking management services contract, the City paid Lanier for actual expenses incurred on a reimbursement basis. Additionally, Lanier received a management fee in the amount of a percentage of revenue. Lanier has total oversight of the City's parking services. Its staff in the City is comprised of an operations manager, and five to seven enforcement officers, also known as parking ambassadors.

Lanier staff tended to all parking meters within the City and ensured that customers paid for parking. It was also responsible for maintaining and servicing all parking meters and pay stations. Lanier staff collected cash from parking meters and oversaw the mobile parking application, which also collected cash. Payment could be done through inserting cash in parking meters, credit cards, or in some parking lots, by license plate. It also enforced the City's parking ordinances, collected revenue from citations, and communicated with people with overdue parking tickets.

Ms. Zuercher knew that Lanier staff had a schedule for collecting cash from parking meters and pay stations but did not know how often the money was collected throughout the day. She also knew that Lanier first deposited the cash it collected into a Lanier account before transferring it to a shared account. However, she did not know if that was the same procedure with credit card transactions. Lanier's system handled all the transactions.

Lanier submitted invoices to Ms. Zuercher on the 20th of every month. The supporting documentation for the invoices included revenue information by transaction type rather than by location of parking meter or pay station. Lanier did not submit any backup reports showing specific breakdowns of the daily revenue collections from each parking meter or pay station. Lanier collected the cash from the parking meters, maintained records of transactions, and deposited revenue generated from the City's parking services contract into the shared account.

City staff verified the accuracy of the invoices submitted by Lanier by comparing it with information on the supporting documentation. Supporting documentation included two different types of revenue and expense comparison statements, that is, a comparison of current revenue and expenses to the budget and a comparison of current revenue and expenses to the previous year's figures. City staff reviewed and analyzed the statements for "unreasonableness" and for variances. Staff asked questions or sought clarification from Lanier when necessary.

Lanier was required to submit backup documentation on every line item on the invoice and on the income statement. This included payroll details such as the number of hours staff worked daily, and the hourly pay rate by employee. In the past, Lanier did not provide backup documentation on salaries and employee benefits, but that changed when Ms. Zuercher became the City's finance director. Ms. Zuercher was not aware that Lanier did not provide backup documentation for other payroll-related items, such as the payroll management expense. Lanier was not required to provide backup documentation for all expense line items.

The Assistant Finance Director was responsible for reviewing Lanier's invoices from October 2019 through early 2021. The Assistant Finance Director conducted the initial detailed review of all Lanier invoices. When Ms. Zuercher did the final review of the invoice, she noted the Assistant Finance Director's comments and asked questions if needed before approving the invoice. She did not know what process the Assistant Finance Director used when reviewing Lanier's invoices.



The information on the invoice and income statement was verified and compared to the backup documentation provided.

Ms. Zuercher did not have a process in place to reconcile the cash Lanier collected and deposited. It was the Assistant Finance Director's responsibility to ensure that the cash Lanier deposited was the same amount as the cash it collected. She did not know how credit card transactions were reconciled. She did not have access to Lanier's systems to be able to run any reports, including reports on uncollected revenue.

Sometime in early 2021, the accountant and the accounts payable clerk left their employment with the City, so the Assistant Finance Director asked Ms. Zuercher to take over the responsibility of reviewing Lanier's invoices. At that point, Ms. Zuercher assumed full responsibility for reviewing Lanier's invoices.

The Assistant Finance Director did not sign the Lanier invoices she reviewed during Ms. Zuercher's tenure as the City's finance director. Ms. Zuercher's signature was required for anything that went to the City manager regardless of who performed the review. Ms. Zuercher's signature indicated to the city manager that Ms. Zuercher reviewed the document. She did not know why the Assistant Finance Director did not sign the Lanier invoices that she (the Assistant Finance Director) reviewed.

Ms. Zuercher did not establish any procedures for reviewing Lanier's invoices because the Assistant Finance Director was already reviewing Lanier's invoices when Ms. Zuercher began working for the City in October 2019. Neither Mr. Mays nor the city manager notified Ms. Zuercher that Lanier's invoices were an area of concern. The city manager wanted her to focus on purchasing and the City's annual budget, two of the responsibilities she oversaw as the finance director.

Initially, Ms. Zuercher advised that Lanier was neither allowed to exceed the monthly budgeted amounts on each line item nor make unbudgeted expenditures without her approval. However, later Ms. Zuercher explained that Lanier was allowed to exceed the monthly budget without her approval, but not the annual budget. If one month she observed that Lanier spent \$27,000.00 instead of the \$25,000.00 budgeted amount, she would not question it unless it seemed as if Lanier was going to exceed the annual budget. The parking management services budget was generally managed on an annual, and not on a monthly, basis.

At one point, the Assistant Finance Director informed Ms. Zuercher that Lanier did not provide any supporting documentation for payroll as part of their monthly invoices. The City started to require supporting documentation for Lanier's payroll expense following an OIG interview with City staff.

When Ms. Zuercher began reviewing Lanier's invoices in approximately early 2021, her process for reviewing Lanier's invoices included matching expenses on the income statement detail provided by Lanier to the respective support Lanier included with the invoices. She checked off expenses that matched and requested additional support from Lanier for expenses that did not match any of the supporting documentation it provided. She ensured that Lanier's invoice supporting documentation included a payroll statement that listed the names and hours that



Lanier employees worked for the month. Occasionally, she would have to reach out to Lanier to obtain missing support records, but Lanier usually provided adequate supporting documentation.

In 2023, for approximately six months, the City hired a business analyst to work for Finance. During that time, the City was behind on paying Lanier's invoices because it was shorthanded in Purchasing and because Lanier did not provide adequate supporting documentation for some of their respective invoices. The city manager authorized the business analyst to review Lanier's invoices for Ms. Zuercher. The business analyst reviewed some 2022 Lanier invoices as well as 2023 Lanier invoices that were behind on payment. He conducted the same type of review she conducted.

There was no connection between Ms. Zuercher's initial interview with the OIG, on June 16, 2020, wherein the OIG advised her it was a best practice to request backup documentation for all reimbursable expenses billed to the City and the Assistant Finance Director's August 3, 2020, email to Lanier requesting missing back-up documentation. However, that email supported Ms. Zuercher's assertion that the Assistant Finance Director was reviewing Lanier's invoices during the COVID-19 pandemic.

After being interviewed by the OIG, the Assistant Finance Director informed Ms. Zuercher that the City never reconciled the parking bank account. Ms. Zuercher was surprised to learn this. She considered all bank reconciliations to be essential.

Ms. Zuercher tried to reconcile the City's parking bank account for September 2022 after the Assistant Finance Director informed her that the reconciliation was not being performed. She was not able to complete the reconciliation because she could not obtain supporting documentation for fees charged by American Express and had to focus on the City's annual budget, which was a higher priority for her.

Ms. Zuercher and the Assistant Finance Director mutually decided that the Assistant Finance Director would reconcile the City's parking bank account from May 2023 going forward because the Assistant Finance Director was responsible for the rest of the City's bank reconciliations. The Assistant Finance Director told Ms. Zuercher she established a method for reconciling the May 2023 and June 2023 parking bank account. Ms. Zuercher did not remember reviewing the Assistant Finance Director's May 2023 and June 2023 parking bank account reconciliations.

The City did not have an internal audit department. Ms. Zuercher or the Assistant Finance Director would have performed any potential audit of parking operations. However, the approximate \$1.5 million in parking revenue was not a material component of the City's overall approximate \$50 million budget.

Ms. Zuercher was not aware of anyone at the City performing any cash counts during her tenure as finance director. She was also not familiar with Lanier's process for collecting, depositing, and reporting cash parking revenue. She only knew that two Lanier employees collected cash from the meters and completed a bank deposit slip for the amount collected. Ms. Zuercher was not familiar with Lanier's cash reconciliation process. She had no reason to be concerned about cash collections until she learned that the City's parking bank account was not reconciled.



The Assistant Finance Director's reconciliation documents for her May 2023 and June 2023 parking bank account reconciliations did not make sense to Ms. Zuercher. Cash parking revenue was only a small percentage of the total parking revenue. When Ms. Zuercher reconciled the bank account in September 2022, it tied back except for American Express revenue and minor issues with cash and coin.

Ms. Zuercher was surprised that the Assistant Finance Director did not reconcile the ParkMobile revenue to the parking bank account because she recalled the ParkMobile revenue being the easiest aspect of the September 2022 parking bank account reconciliation when she performed the reconciliation. The Assistant Finance Director should have reconciled the ParkMobile revenue to the bank statement instead of just tying the revenue ParkMobile reported to the ParkMobile revenue Lanier entered into DARMA.

Purchasing was a very time-consuming part of Ms. Zuercher's responsibilities. All evaluation committee members were required to attend a formal training on their responsibilities, obligations, the Sunshine Law, records requests, and the cones of silence. After completing the training, evaluation committee members received proposals to evaluate based on the criteria established in the RFP. The RFP criteria often involved a company's experience, personnel, and price. Price was not the highest valued criteria for an RFP.

The City departments that requested an RFP were required to inform Purchasing of their desired scopes of work. The Purchasing Coordinator completed the RFP template with the information provided. Ms. Zuercher reviewed all the RFP scope submissions. During Ms. Zuercher's tenure, the City made clear, both in the RFP and pre-bid meetings, that vendors were to submit all questions to the Purchasing Coordinator or to her. She was confident that if a vendor sent any of her employees anything during the process, they immediately forwarded the information to her. The only supporting documentation Lanier provided the City for their annual budget was the information it included with their monthly invoices. Lanier's parking manager was required to email Ms. Zuercher to obtain her approval for expenditures that either exceeded the annual budget or expenditures that were not in the budget. She recalled that Lanier requested her approval for golf cart repairs that exceeded the annual repairs and maintenance budget. Ms. Zuercher approved Lanier's request via email and copied the Assistant Finance Director on her response to Lanier. She did not recall Lanier's annual expenditures ever exceeding their annual budget.

Ms. Zuercher did not inquire about Lanier's expense allocations because Lanier was already charging them when she started working for the City. The manual checkmarks on the expense portion of the itemized category reports signified that she reviewed the respective line items. The checkmarks on payroll line-items signified that Lanier included payroll documents with their invoice. The checkmarks on the payroll allocations signified that she knew the line items were payroll allocations. It was her understanding that these were fixed payroll allocations for which Lanier could not provide supporting documentation. In the absence of anything specific, there was no reason to focus additional attention on parking management services, it was immaterial and a lower priority than the City's annual budget and purchasing.



Ms. Zuercher and the Assistant Finance Director discussed who was responsible for parking when the OIG identified that the City was not reconciling the parking bank account. The Assistant Finance Director told her that she (Ms. Zuercher) should have been reconciling the bank accounts for parking because five percent of Ms. Zuercher's salary was allocated to parking. Ms. Zuercher stated that her responsibility was to oversee the parking contract and handle commission and resident questions regarding parking. It was not her job to do 100 percent of the accounting functions for parking. The Assistant Finance Director oversaw accounting.

The city manager never indicated that parking was Ms. Zuercher's responsibility. It was not specified in her job description as the finance director or communicated to her by the human resources director. Ms. Zuercher spoke to both the city manager and the human resources director who agreed that parking was not Ms. Zuercher's responsibility. It was not Ms. Zuercher's responsibility to handle the recording of parking transactions and parking bank reconciliations. Additionally, Mr. Mays told Ms. Zuercher that recording parking transactions and reconciling the parking bank account was not his responsibility when she recently saw him at a retirement luncheon for a former leisure services employee in late 2023.

Ms. Zuercher was aware of the Chevy Spark that was part of Lanier's proposal to RFP 2018-09. The vehicle was parked in a fenced area at City Hall. Ms. Zuercher began talking with Lanier's Vice President in approximately late 2021 about whether Lanier could transfer ownership of the unused vehicle to the City before March 31, 2022, the end of the 2019 contract's initial term. Lanier's Vice President and Lanier's Regional Manager advised that they were working with Lanier's legal department to get the vehicle's title transferred to the City. She struggled for years trying to get Lanier to give them the vehicle. This was the same answer she received from Lanier's project managers in 2023.

### **3. Interviews of the City's Assistant Finance Director**

The Assistant Finance Director has been with Wilton Manors since 2012. As assistant finance director, her responsibilities included overseeing general accounting and accounts payables. General accounting activities included journal and general ledger entries, cash and non-cash transactions, and budget preparation. She reported to Ms. Zuercher and supervised three staff members: a general ledger accountant, an accounts payable I clerk, and a part-time accounts payables II clerk.

The Assistant Finance Director's work on the City's parking management services contract with Lanier can be divided into two phases – before and after October 2019, that is, during and after Mr. Mays' tenure. During his tenure, Mr. Mays directly managed the Lanier contract and structured accounting functions in a way that the Assistant Finance Director did not have a role on the operational side of the Lanier invoices. He reviewed and verified Lanier invoices before submitting them to the city manager for approval. Prior to October 2019, an invoice would only come to the Assistant Finance Director to process payment, and that was after both Mr. Mays and the city manager had approved it. The Assistant Finance Director was not involved in any review or verification of Lanier invoices. To date, she continued to process payments for the Lanier invoices as she had since October 2019, but now she also conducted an initial review of the Lanier invoices.



In October 2019, Ms. Zuercher succeeded Mr. Mays. The Assistant Finance Director started conducting initial reviews of Lanier invoices in October 2019, as Ms. Zuercher was new at the time. The Assistant Finance Director also reviewed Lanier's invoices after 2020, because she was still coming to the office during the COVID-19 pandemic and Ms. Zuercher was not.

Ms. Zuercher did not communicate to the Assistant Finance Director her expectations on the review of Lanier invoices, nor did she change the Assistant Finance Director's other responsibilities. Her preliminary review of Lanier's invoices was not a responsibility anyone explicitly assigned to her. She believed Ms. Zuercher still reviewed and signed off on the invoices just as Mr. Mays did.

Ms. Zuercher and the Assistant Finance Director did not discuss what Ms. Zuercher expected from the Assistant Finance Director's review of Lanier invoices nor the level of review required. Initially, the Assistant Finance Director started reviewing Lanier invoices to assist Ms. Zuercher as this was a task Mr. Mays had performed before. After a preliminary review of the invoice, she would submit it to Ms. Zuercher for further review and for approval. Ms. Zuercher would review and submit it to the city manager for approval, whereupon the invoice was returned to the Assistant Finance Director to process payment.

Before reviewing the first Lanier invoice, the Assistant Finance Director studied some invoices Mr. Mays had reviewed to understand his review process. She noted the marks and the comments he made on the invoices and made similar marks, checkmarks, and comments. Mr. Mays made the marks and comments on invoices prior to October 2019. She made the marks that appeared on the invoices after October 2019. When conducting a review of a Lanier invoice, besides noting the same line items as Mr. Mays did, she also looked for "obvious things" that one might question.

The Assistant Finance Director was still familiarizing herself with the Lanier contract as her responsibilities previously did not include review of the Lanier invoices. As she reviewed an invoice, she tried to match each line item with the backup documentation provided. However, she could not match every line item to backup documentation since Lanier did not provide supporting documents for all line items on the invoice. Although she understood the contract was based on reimbursable actual expenses for all line items, other than the management fee, she did not know why Lanier did not provide backup documentation for every line item on the invoice. She was not in a position to ask for any backup. As Ms. Zuercher was the Lanier contract administrator, she would request Ms. Zuercher to ask. Since Mr. Mays directly administered the Lanier contract, the Assistant Finance Director did not know what Lanier was required or not required to provide. However, she did not think Lanier would have a problem providing backup salary documentation upon request.

The Assistant Finance Director did not know if there was a process for adding new line items onto the parking management services budget. According to her, Mr. Mays "did such things."

The Assistant Finance Director did not know how the amounts collected by the Lanier parking attendants were reconciled with the revenue Lanier deposited into the City's bank account. Mr. Mays used to take care of that. However, credit card transactions were easy to track.



The Assistant Finance Director recalled referring to the contract while reviewing some invoices to refresh her memory on how the management fee was calculated. Whenever she reviewed invoices for a new contract, she always referred to the contract to make sure that what the vendor was billing was allowable in the contract. She processed Lanier invoices for payment the same way she processed other contract invoices.

The City has written standard operating procedures for reviewing and processing invoices. City staff stamped the invoices the City received as received and entered a copy of the invoice into the City's accounting system, BSNA. After an invoice was in the system, the accounts payable technician assigned it to the approval department, which was the department that initiated the purchase. The approval department reviewed the invoice and approved it. The director of the respective department had to approve the invoice.

The approval process was different for Lanier invoices. Lanier sent its invoice to the finance director rather than to the City. The finance director and city manager approved these invoices manually before they were entered into BSNA.

The Assistant Finance Director received the invoice after the approval department approved it. She performed a review of it before accounts payable paid it. Her review consisted of verifying that there was a purchase order for the invoice and that the invoice reflected the approving department's approval. It also consisted of ensuring that the purchase was necessary and that there were proper preapprovals for purchases that required preapprovals.

The only time the Assistant Finance Director was responsible for reviewing Lanier invoices was while the finance director position was vacant and while the new finance director Ms. Zuercher acclimated to her position. After Ms. Zuercher assumed this responsibility, the Assistant Finance Director no longer had the responsibility to review Lanier invoices. The Assistant Finance Director's signature on a Lanier invoice meant she reviewed it in her role as the approval department, and not in her role overseeing accounts payable. When she reviewed Lanier invoices, she verified that Lanier provided backup for expenses. The Assistant Finance Director's signature on Lanier's April 2022 invoice indicated that she reviewed the invoice.

Mr. Mays did not ask Lanier for payroll backup. Rather, it was the Assistant Finance Director who began asking Lanier for payroll backup. Obtaining all payroll backup was challenging because Lanier billed payroll allocations for two positions that managed multiple locations for Lanier besides Wilton Manors.

The Assistant Finance Director did not reconcile the City's parking bank account to the revenue reported by Lanier in its invoices during her review. Ms. Zuercher started trying to reconcile parking revenue to the parking bank account shortly before February 2023.

The City records parking revenue based on the money received in the City's parking bank account. This bank account is used exclusively for parking revenue. The City zeroed out the parking bank account and transferred the money into the City's operating bank account. She did not know if the amount the City received was correct, as the City did not reconcile this bank account.





Although the Assistant Finance Director was not part of the Lanier invoice review process, she conducted reconciliations of the May 2023 and June 2023 parking revenue. She performed these reconciliations because Lanier calculated its incentive management fee on parking revenue per DARMA and the financial statements. Ms. Zuercher started the parking reconciliations before delegating the responsibility to the Assistant Finance Director.

The May 2023 reconciliation was the first parking revenue reconciliation the City performed. The City intended to perform parking revenue reconciliations every month going forward. The Assistant Finance Director started reconciliations for July 2023 and August 2023 but had not completed them. She did not start the reconciliations for September 2023 or October 2023. There were no discussions about performing reconciliations for the months prior to May 2023. The Assistant Finance Director had not conducted those reconciliations because parking was Ms. Zuercher's responsibility.

The May 2023 and June 2023 parking revenue reconciliations will be the foundation for future reconciliations. The Assistant Finance Director will implement any potential improvements to the revenue reconciliation going forward.

The purpose of the parking revenue reconciliation was to determine if the parking revenue that Lanier recorded in DARMA was the same as the cash the City received in its parking bank account. In the May 2023 reconciliation, the Assistant Finance Director only reconciled \$5,626.93 of cash, check, and coin per the bank statement and not the full \$101,321.43 of revenue Lanier reported because approximately 95% of parking revenue is generated from credit card transactions that do not require manual intervention. As such, parking credit card revenue received in the parking bank account should reconcile to the parking credit card revenue Lanier reported.

In an August 4, 2023, email response to the Assistant Finance Director's August 1, 2023, email questioning the \$159.12 difference in the May 2023 reconciliation, Lanier's Project Manager explained that the \$500.00 and \$303.81 vault deposits made on May 4, 2023, were not recorded in DARMA in May, but they would be recorded in DARMA for July 1, 2023. Vault deposit was the term Lanier used for deposits that Brinks picked up and delivered to the bank. The bank credited the amounts on May 4, 2023, but Lanier did not record the amounts as revenue in DARMA. Although this caused reconciling issues with the May and July parking financial statements Lanier prepared, it did not impact the City because the City recorded parking revenue based on the bank statements. The Assistant Finance Director could not explain the Project Manager's response regarding a third vault deposit for \$340.00 made on May 18, 2023. It was difficult to make sense of his responses because he was not an accountant.

The Assistant Finance Director also referred to Lanier's Project Manager's August 4, 2023, email to explain reconciling differences in the June 2023 parking revenue reconciliation. She noted that Lanier made errors.

The Assistant Finance Director could not answer questions regarding the City's controls over Lanier counting and recording cash parking revenue because Ms. Zuercher oversaw the parking, not her. The only control that the Assistant Finance Director performed over cash parking



revenue was for the cash reconciliation seen in the May 2023 and June 2023 parking revenue reconciliations, specifically: (1) reconciling the cash parking revenue Lanier reported in DARMA to the bank statement; and (2) reconciling citations paid with cash, as Lanier reported in DARMA, to the Municipal Citation Solutions citations paid summary.

#### **4. Interview of the City's Purchasing Coordinator**

The Purchasing Coordinator has been with the City since approximately 2013. His first experience with public purchasing was in Wilton Manors. Since joining Wilton Manors, he has taken several public procurement classes and educated himself in the policies and procedures of governmental procurement. He started taking procurement classes when he was hired and, to date, has taken all the procurement classes offered by the National Institute of Governmental Purchasing (NIGP), including introduction to public procurement, contract negotiation, and the legal aspects of procurement.

As the City's purchasing coordinator, his responsibilities included overseeing the City's procurement process, processing purchase requisitions and purchase orders, ensuring City staff complied with the City's procurement ordinances, and overseeing competitive solicitations—invitations to bid ("ITB"), RFPs, and Requests for Qualifications ("RFQ"). He also chaired the competitive solicitations' evaluation committees. He was the only staff member that oversaw the City's procurement, and he reported to the City's finance director.

For purchases above \$20,000, the department that wanted to make the purchase wrote the scope of services and sent it to the Purchasing Coordinator. If the good or service is not available on a City contract or contract from another governmental entity that the City could piggyback on, the department is required to conduct a competitive solicitation. The Purchasing Coordinator reviewed the scope of services, then he and the finance director met to determine the method of procurement, whether it would be an ITB, an RFP, or an RFQ.

After reviewing the scope of services, the Purchasing Coordinator put the solicitation package together and sent the documents back to the requisitioning department for review and editing. Upon approval by the department, the Purchasing Coordinator sent the solicitation documents to the city clerk to create a notice and advertise the solicitation.

If the solicitation was an ITB, the Purchasing Coordinator verified that the bidders were responsive and responsible, and the contract was awarded to the lowest bidder. If the solicitation was an RFP or RFQ, designated evaluation committee members received vendor responses after he verified the vendors' proposals for responsiveness and responsibility. The committee members evaluated and scored the vendor proposals. Upon completion of the evaluation process, the committee recommended a vendor for the contract award and submitted the recommendation to the city commission. Once the commission reviewed and approved the committee's recommendation, the contract was executed and sent back to the department to commence the project or proceed with the purchase.

Mr. Mays wrote the scope of services for the 2019 parking management services solicitation and gave the document to the Purchasing Coordinator to incorporate into the solicitation package.



There was no legal review of solicitation documents nor addendums prior to the solicitation being posted online. The department that sought the services was responsible for responding to vendor questions during a solicitation.

Mr. Mays responded to vendor questions for the 2019 parking management services solicitation. The Purchasing Coordinator did not review the responses Mr. Mays provided to the vendor questions that were published in the solicitation's Addendum 1.

The Purchasing Coordinator was familiar with the terms "responsive" and "responsible." Although he reviewed responses for vendors' responsiveness and responsibility, it was ultimately the evaluation committee that determined whether a vendor was responsive and responsible. He advised that all four vendors who responded to the 2019 parking management services solicitation passed the pass/fail evaluation criteria and were therefore responsive and responsible. During the evaluation meeting, the committee approved a motion to eliminate the two highest proposers. The City reserved the right to accept or reject any vendor responses that were not in the best interest of the City. Even though the code of ordinances indicated that the city manager and city commission may reject vendor bids, the Purchasing Coordinator believed that an evaluation committee could eliminate vendor proposals even if the vendors were deemed responsive and responsible.

##### **5. Interview of Lanier's Former Project Manager**

The Former Project Manager started working for Lanier as an enforcement officer around 2012. He became a project manager in February 2019. After leaving Lanier for a short period of time, the Former Project Manager returned and continued working as a project manager in October 2020. While his employment with Lanier did not formally end, he retired and returned to Lanier when it needed additional help.

As project manager, he was the liaison between the company and the City. He supervised five enforcement officers and one maintenance worker. He was responsible for customer service in terms of taking and processing payments as well as citation appeals. He also performed daily and monthly reporting including the profit and loss statement. Additionally, he sent equipment back for repairs.

Patrons can pay to park in City lots using the ParkMobile application, a cell phone application that allowed patrons to pay for parking directly from their cellular phone. This application collected and recorded payment based on a license plate number. In addition to ParkMobile, smaller lots and street parking used parking meters that accepted both coin and credit card. Larger lots used IPS pay stations in addition to ParkMobile. These IPS pay stations accepted cash, coin, and credit cards. Lanier was responsible for collecting parking revenue paid via cash and coin. IPS processed credit card payments at the meters and pay stations. IPS and ParkMobile were responsible for processing, collecting, and depositing credit card revenue into the City's bank account.

Two Lanier staff members conducted cash and coin collection from the meters weekly. They conducted a count of the currency at the Lanier office in a cash count room that was locked during



the count. The count room was under video surveillance. A coin counter counted the coins. Once the staff members were done counting the currency, the Former Project Manager verified the count.

The IPS pay stations produced a report of the cash and coin collected. This report could be viewed in totality or by individual pay station. While the cash count was never off, the coin count was, at times, off due to slugs and foreign coin. Coin was usually off by several cents, but less than a dollar. The City understood that there was a small margin of error and was comfortable with the immaterial difference during an audit previously conducted by the City.<sup>24</sup>

Once the count was completed, the Former Project Manager filled out a deposit slip and the cash and coin were stored in a deposit bag kept in a safe in the count room. Brinks picked up the deposit bag shortly thereafter.

IPS processed all credit card transactions at the pay stations and meters. The City had a contract with IPS which processed credit card payments, assessed fees, and deposited parking revenue into the City's bank accounts. IPS invoiced the City monthly for processing fees, and the City paid IPS. Credit card payments processed through ParkMobile also went directly to the City.

Lanier performed the financial reporting of credit card transactions for the City. Every day the Former Project Manager gathered the credit card information from the previous day from both credit card vendors. He then inputted this information into DARMA which was the system that Lanier used to input daily revenue (both cash and credit card). The profit and loss spreadsheet provided to the City was based on the information that Lanier entered into DARMA. He reported credit card transaction totals daily and cash transaction totals weekly.

The City did not have access to the ParkMobile system that he logged into to perform the daily parking revenue reporting, and the Former Project Manager did not think that the City had access to the IPS system either. Therefore, all the figures that the City got came from the Former Project Manager. However, at the end of the month, he provided the City a stack of the reports from IPS and ParkMobile. Additionally, he included citation reports from VATS, the citation system that is run by Municipal Citation Solutions. He provided these reports separately from the invoices.

As a part of Lanier's monthly financial statement preparation process, the Former Project Manager gathered the expense backup behind the profit and loss statement. This backup was to show the City the expenses Lanier was billing. He also reviewed payroll for accuracy. He did not have access to employee compensation and benefits. He was responsible for uploading the support for any expenses incurred locally into AVID. The Former Project Manager included monthly revenue reports at the back of the invoice package out of courtesy. The monthly revenue reports are the sum of the IPS and ParkMobile system reports.

Citations could be paid with cash, check, and credit card. Lanier accepted cash payment in its office. Checks were made payable to the City of Wilton Manors and mailed to the Lanier City office. Credit card payments were made on the VATS website.

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<sup>24</sup> The OIG notes that nobody we spoke to, other than Lanier's Former Project Manager, referenced an audit.



The Former Project Manager did not handle payroll. Lanier did not provide support for payroll until Ms. Zuercher requested it. In approximately March or April 2021, Ms. Zuercher requested that Former Project Manager include bi-weekly payrolls for the month and that they be categorized by the different parking teams (e.g., enforcement and maintenance). While Mr. Mays never asked for payroll, Ms. Zuercher wants to see all expenses and compare them to the budget.

## **6. Interview of Lanier's Regional Vice President**

The Regional Vice President has been with Lanier since approximately 2005. During that time, she has worked in multiple roles including manager, and territory manager.

Although Lanier's initial contract with the City started in 2010, she was not involved in it until approximately 2015. As regional vice president, she oversaw Lanier's parking operations in Broward and Palm Beach Counties. These included four municipalities and 12 private institutions. The employment structure included regional vice president, territory manager, local managers, and the individual staff at each location. Local managers were responsible for the daily operations at the respective locations. Local managers reported any problems to the territory manager who in turn would communicate any issues to her.

The Former Wilton Manors Project Manager retired from Lanier in August 2022.

Parking and citation revenue were the primary sources of revenue that Lanier reported. IPS and ParkMobile collected and reported parking revenue. Municipal Citation Solutions, via its online software VATS, collected and reported citation revenue. IPS collected payments patrons made at the pay stations in City lots and the street parking meters. Alternatively, patrons could pay for parking in the lots and street meters via the ParkMobile application. IPS and ParkMobile collected these payments, remitted cash to the City's parking bank account, and provided monthly reports to Lanier.

Additionally, there were several smaller sources of revenue. Specifically, there were parking permits and special event revenue. Most patrons paid for parking permits via credit card, but Lanier accepted cash and check payments as well. Lanier processed the credit card payments for parking permits via VATS. Lanier maintained a manual log of all permits and payments in their local office.

Lanier staff reported daily revenue collections in a system called DARMA. The local project manager prepared a daily summary sheet of the amount collected by parking location and payment method. The project manager then entered this information in DARMA. Lanier staff then transferred revenue that Lanier staff recorded in DARMA to the general ledger via a program called Navison.

The payroll report that Lanier included with its invoices was only for hourly employees who clocked in and out. Lanier had another payroll report that allocated a portion of salaried employees' salary to the City. The only salaried employees were the local project and territory managers. The City was aware that a portion of the territory manager's salary was included in the



management payroll line item. Lanier billed the City based on actuals with the exception of the Project Manager's salary and the territory manager's salary allocation.

### **7. Interview of Lanier's Finance and Client Reporting Manager**

The Finance and Client Reporting Manager started working for Lanier Parking as an operations manager in 2002. In 2018, she started working in Finance and has worked as a finance manager for the company's Lanier brand for approximately the last two years. In her current role, she oversees the staff accountants that produce the monthly client statements and settlements.

In February, about a month before her March 28, 2024, interview, she was asked about the "Operating Advance" from the 2019 Wilton Manors contract. As a result, she searched the company's records in Navision and was able to find the amount (\$31,174.27) on the balance sheet listed as a security deposit payable.

Lanier first started operating in the City in 2010. However, Lanier implemented the ERP<sup>25</sup> the company was using in 2014. She observed that the amount was recorded as a liability or payable on Lanier's 2014 balance sheet. When she found the operating advance, Lanier instructed her to issue a credit to the City to be applied to their outstanding invoices. Lanier applied the credit towards the City's October 2023 invoice that it billed in November of 2023.

## **RESPONSE TO THE PRELIMINARY REPORT**

In accordance with Section 10.01(D)(2)(a) of the Charter of Broward County, preliminary copies of this report were provided to the City of Wilton Manors and any implicated parties for their discretionary written responses. The OIG received a written response from the City. This response is attached and incorporated herein as Appendix A. We appreciate receiving this response.

### **1. Response from the City of Wilton Manors**

In its response, through the City Manager, the City expressed its appreciation for the OIG's suggestions for improvement to the City's contract management procedures as well as reported its plans to add a Senior Accountant to the Finance Department staff with the necessary expertise and training to complete appropriate reconciliations.

## **CONCLUSION**

The OIG has concluded its investigation into the City's procurement for and management of the Contract with Lanier for parking management services. Although we did not find misconduct, we did find that City staff grossly mismanaged the Contract.

Specifically, we determined that the City's contract managers for the Contract, two former finance directors, failed to adequately manage the Contract. Our review of Lanier's invoices from April 1, 2019,

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<sup>25</sup> ERP stands for "enterprise resource planning," a way to manage core business processes such as finance, accounting, HR, services, and the like. Retrieved on May 21, 2024, from <https://www.sap.com/products/erp/what-is-erp.html#:~:text=ERP%20stands%20for%20enterprise%20resource,services%2C%20procurement%2C%20and%20others.>



through June 30, 2022, demonstrated that neither Mr. Mays nor Ms. Zuercher ensured that Lanier's reports of revenue it collected on behalf of the City, which totaled \$2,942,099.83, were accurate when compared to Lanier's deposits into the City's parking bank account, which totaled \$3,056,220.00.

Moreover, we calculated that the City paid a total of \$108,093.11 in questionable expenditures when the two former finance directors approved reimbursements to Lanier of \$77,589.36 for inadequately documented employee wages and another \$30,503.75 for expenses that were never authorized by the City commission as the Contract required.

We noted that, during our investigation, City staff made an effort to reconcile Lanier's reports of City revenue it collected with the City's parking bank account. But the attempt emphasized City staff's failure to appreciate the purpose of ensuring that Lanier was reporting accurate figures, as the City reconciled only a fraction of Lanier's reported revenue to the City's parking account.

During our investigation, we identified that Lanier did not apply a \$31,174.27 operating advance that was due to the City in 2019 and identified that Lanier remained the registered owner of a vehicle that was supposed to belong to the City after March 2022. We were pleased to learn that, soon after we requested records for the operating advance, Lanier issued the City a credit for the entire operating advance in March 2024. Furthermore, concerns we raised about the vehicle were resolved when the City became the vehicle's registered owner on March 4, 2024.

The OIG offers the following recommendations to the City to address the findings of the OIG's investigation:

- Routinely reconcile the parking revenue reported by Lanier to the City's parking bank account;
- Ensure Lanier submits its annual proposed budget, as required by the contract;
- Ensure the City only pays for those reimbursements that are adequately supported by source records; and
- Ensure all contracts are managed by a specific contract manager and that the contract manager is familiar with the contract's terms and conditions.

The OIG recognizes and appreciates that the City's planned hiring of a Senior Accountant in the Finance Department will enable it to better respond to our findings and recommendations.

**OIG 20-002-M**

# **EXHIBIT 1**



# REQUEST FOR PROPOSAL (RFP)



Subject: **Parking Management Services**

RFP #: 2018-09

Due Date/Time: **November 06, 2018, 2:30 p.m. Eastern Time**

Submit To: City Clerk  
City of Wilton Manors  
2020 Wilton Drive  
Wilton Manors, FL 33305

**CITY OF WILTON MANORS  
REQUEST FOR PROPOSAL FOR  
PARKING MANAGEMENT SERVICES**

**CALENDAR OF EVENTS**

Listed below are important dates and times by which the actions noted must be completed. If the City finds it necessary to change any of these dates or times, the change may be accomplished by addendum. All dates are subject to change.

<b>ACTION</b>	<b>COMPLETION DATE</b>
Issue RFP	September 26, 2018
<b>Pre Bid Meeting</b> <b>City Commission Chambers</b> <b>2020 Wilton Drive</b> <b>Wilton Manors, Fl. 33305</b>	<b>October 16, 2018, 10:00 a.m.</b>
Deadline for Questions	October 22,2018, 7:00 a.m.
Response to Questions	October 25, 2018
<b>Deadline for Submitting Proposals</b>	<b>November 06, 2018, 2:30 p.m.</b>
Evaluation Committee Review	November 13, 2018
Select Short List for Presentations	November 13, 2018
Reference Checks	November 20, 2018
Presentation	TBD
Final Ranking and Selection	November 20, 2018
Contract Negotiation	November 27, 2018
City Commission Approval of Contract	December 11, 2019 or later

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## Section 1 – Introductory Material

### 1.1 STATEMENT OF PURPOSE

The City of Wilton Manors (the City), is accepting Proposals for Parking Management Services.

The City's paid parking program was first established in 2007 and significantly expanded in 2010. The City currently maintains an inventory of about 479 metered public parking spaces in its Arts & Entertainment District along Wilton Drive and adjacent side streets. There are currently four City-owned parking lots with about 309 spaces and about 170 on-street single parking spaces.

A non-mandatory Pre-Proposal conference for the purpose of reviewing the RFP and answering questions regarding the services will be held on **October 16, 2018 at 10:00 AM** Eastern Time in the **City Commission Chambers, Wilton Manors City Hall, 2020 Wilton Drive, Wilton Manors, FL 33305**. Please bring a copy of the RFP with you at that time.

NOTE: The Florida Department of Transportation (FDOT) has recently awarded a contract for a major construction project to narrow Wilton Drive from its current 5-lane configuration to a 3-lane configuration with widened sidewalks, buffers, and bike lanes. This project will involve the reconfiguration of some parking spaces and will require the removal and replacement of the on-street single-space parking meters. This project is expected to result in the net gain of about ten to fifteen on-street parking spaces. The Selected Proposer, hereinafter referred to as "Company" or "Contractor," will be required to coordinate with the City, FDOT, FDOT's contractor, business owners, residents, and all other concerned parties during all phases of this construction project.

**Piggybacking Option** – The City does not intend to have this contract be available for "piggybacking" by other governmental entities.

### 1.2 CONTRACT TERMS

For the purpose of this RFP, Proposers should assume an initial contract term is for three (3) years, and, at the City's option, have two (2) two-year (2-year) renewal terms for a maximum of seven (7) years.

### 1.3 BACKGROUND INFORMATION

The City of Wilton Manors, in Broward County, was incorporated in 1947, and was created as a municipality under Chapter 165, Florida Statutes and named the Village of Wilton Manors. The Laws of Florida, 1953, Chapter 29609 established the present municipality, designated it the City of Wilton Manors and enacted its Charter. The City operates under the Mayor/Commission form of government and provides the following services as authorized by its Charter: general government, public safety, public services, transportation, and culture and recreation. Additional information about the City is

available at the City's website: [www.wiltonmanors.com](http://www.wiltonmanors.com). The City's purchasing requirements are detailed in Sections 2-266 through 2-272 of the City's Code of Ordinances, also available on the City's website.

## **Section 2 – Scope of Services**

### **TECHNICAL AND OPERATIONAL REQUIREMENTS**

The City expects to establish a long-term relationship with its Parking Management Provider.

Metering equipment includes about 160 IPS single-space meters and 6 IPS Paystations. Refer to Exhibit A for more detail. All meters and paystations are under extended warranties. Extended warranties for the single-space meters all expire on March 31, 2021. Paystation warranties expire on earlier dates. Pay-by-phone/app parking payment is currently provided by ParkMobile.

### **PROPOSERS MUST PROVIDE THE FOLLOWING INFORMATION TO BE CONSIDERED FOR SELECTION**

#### **2.1 EXPERIENCE**

1. Five (5) years of company experience managing municipal parking programs that include meters collection, maintenance and enforcement.
2. Company experience managing at a minimum of two (2) municipal contracts similar to City of Wilton Manors.
3. Company experience managing at a minimum of two (2) municipal contracts with a minimum of 500 spaces and enforcement services.
4. Proven company experience developing marketing programs for parking programs.
5. Proven company experience in the management of a parking citation system.

#### **2.2 QUALIFICATIONS**

1. Must be a parking management company in business for a minimum of five (5) years.
2. Must be a company with an established management base in Florida for a minimum of five (5) years. In addition, please explain the company's history of operations within the United States.
3. Must provide two (2) years of audited financial reports in order to demonstrate the company's financial ability to perform the contracted services.

#### **2.3 NATURE OF SERVICES REQUIRED**

The Company shall provide overall management of all on- and off-street parking assets, including parking enforcement, meter maintenance, and revenue collections. In

providing Services, the Company will be responsible for and focus on the following areas and goals:

- a. Be the City's partner in a cooperative effort to develop and implement a creative and achievable long-term parking plan, including recommendations for expanding parking inventory and/or availability.
- b. Manage the City's day-to-day parking operations as specified in more detail below.
- c. Provide financial reporting related to the parking program.
- d. Enforce parking regulations in compliance with City Code and State law;
- e. Furnish, install, and maintain meters, and paystations, and other equipment.
- f. Coordinate with the City, Florida Department of Transportation (FDOT), and FDOT's contractor during the upcoming Wilton Drive lane narrowing construction project.

### **2.3.1. General Services Required**

- a. Assist and consult with the City as necessary in any design of or modifications to the program.
- b. Ongoing day-to-day management of the City's parking program, including working with downtown businesses, neighborhood groups and other organizations as needed.
- c. Assist in procurement of any capital improvements including parking meters, paystations, support vehicles, equipment, etc.
- d. Assist with extending the current relationship with pay-by-app service provider (ParkMobile) or establishing a relationship with a qualified new pay-by-app provider acceptable to the City.
- e. Assist with research and implementation of technological improvements or solutions.
- f. Be available to respond to City calls when needed and attend group and or City Commission meetings when asked by City.
- g. Install and maintain parking equipment in accordance with the standards determined by the City.
- h. Provide sufficient personnel to issue parking citations at a level of enforcement appropriate for the City of Wilton Manors.
- i. Provide special training for all enforcement personnel. Provide training manual as verification.
- j. Require each enforcement officer to complete training and certification as a Parking Enforcement Specialist.
- k. Provide training opportunities for employees interested in receiving training and certification as Traffic Control Officers.
- l. Provide necessary traffic control equipment and resources for the use of employees certified as Traffic Control Officers including but not limited to traffic vests, traffic gloves, traffic direction batons, and a whistle; and make this equipment available to employees while on duty.
- m. Provide vehicle immobilization services as required by the City.

- n. Handle all customer services associated with the program.
- o. Provide weekly, monthly, annual, and ad hoc reports as required by the City.
- p. Provide any other services which the Company is capable of providing.

### **2.3.2. Parking Meter and Parking Enforcement**

- a. Manage approximately 500 City-owned metered parking spaces. (See Exhibit A)
- b. Install and manage additional City-owned parking meters as instructed by the City. The City reserves the right to adjust the number of parking meters and spaces in its sole discretion.
- c. Must know how to use, install, and maintain IPS meters and paystations.
- d. If desired, issue residential parking permits or other parking permits.
- e. Enforce parking regulations relating to meters and other parking controls within Wilton Manors. Enforcement activities will include electronic ticketing, and vehicle immobilization. The City may adjust the geographic locations and any other criteria for enforcement activities in its sole discretion.
- f. Establish designated patrol routes for its enforcement officers. The City will provide the Company with adequate information regarding the location of meters and timed parking zones.
- g. Respond to requests from the City to suspend or emphasize enforcement along certain roads or in certain areas. The City also reserves the right to temporarily suspend enforcement along any street, or in any zone, according to the needs of the City. The City will make every effort to provide the Company adequate notice concerning the location and duration of any such suspension or higher level of enforcement.
- h. Enforce parking regulations for special events, including festivals, events, weather emergencies, etc.
- i. Cooperate with the City's Police Department to be "extra sets of eyes and ears" on the street, reporting any illegal or suspicious activities.
- j. Assist the City's Police Department as needed to disseminate public safety information to the community, including but not limited to information on missing-endangered persons, crime trends, wanted persons and other matters of public safety.
- k. Assist the City's Police Department as needed by providing employees certified as Traffic Control Officers to assist with directing traffic in the event of a natural disaster, catastrophic event, critical incident or other unusual occurrence.

### **2.3.3 Collection of Monies and Accounting (Daily Operations)**

- a. Collect and account for all revenues from the meters installed. All monies collected from parking meters will be deposited daily, in accordance with approved guidelines established by the City, into the City's authorized account.
- b. Ensure proper accountability and internal control of all monies collected as evidenced by a procedures manual approved by the City..

- c. Provide any periodic or special financial and operational reports as requested by the City.
- d. Should any monies collected by the Company be lost, stolen, unaccounted for or otherwise removed without the authorization of the City from the custody and control of the Company prior to their deposit in the City's approved bank account, the Company shall deposit in said amount a like sum of money within ninety-six (96) hours of such loss, theft or removal. Should said loss, theft or removal be insured or otherwise secured by the Company, any payments made to the City on account thereof shall, if appropriate, be reimbursed to the Company. The Company will be liable for all mismanagement of funds.

#### **2.3.4. Collection of Monies and Accounting (Citations)**

- a. Collect payments on citations from the public. Company should make available to customers a variety of payment options approved by the City, including but not limited to cash, check or credit card.
- b. Provide a web page for customers to pay citations online through a link on the City's website.
- c. Assist in the collection of all outstanding citations related to scofflaws. Outstanding citations may predate the contract period.
- d. Issue late notices for overdue payment of citations and provide follow-up collection services or if the City has an existing contractual relationship with a preferred collection agency to use the City's collection agency.
- e. Input all citation data on a daily basis as specified by the City

#### **2.3.5. Office Administration**

- a. In order to encourage interaction between the contracted Company and community, the City encourages the Company to lease office space along Wilton Drive. The Company will be responsible for procuring all equipment and supplies including computers, telephones, vehicles, auditing devices, coin sorters, etc. The office shall be open to the public during standard business hours approved by the City.
- b. Any equipment, material and supplies purchased by the Company and reimbursed by the City are the property of the City and will not be used for any purpose other than the performance of the services for the City. The Company shall maintain current records and provide an accounting of all equipment, material, and supplies furnished by the City for use by the Company. The Company will have full responsibility for safeguarding equipment and materials against Company employee negligence, theft, and vandalism.
- c. The Company shall be responsible for purchasing all materials necessary to carry out all operational functions. These include, but are not limited to, paper for citations and paystation receipts, envelopes, uniforms, office equipment and



supplies, and inventory of spare parts for maintenance and repair of meters, and all other necessary equipment.

- d. The Company will coordinate with and advise the City on purchasing any new equipment during the term of the Contract.

### **2.3.6. Personnel Administration**

- a. Parking enforcement personnel will demonstrate high ethical standards of conduct and will observe all written rules and regulations concerning their work assignments.
- b. Supervisors and field personnel will maintain phone and/or radio contact at all times to ensure appropriate oversight of parking enforcement activities.
- c. The Company will arrange for bonding of all personnel who handle monies at an amount acceptable to the City of Wilton Manors.
- d. The Company will ensure that all enforcement, parking meter maintenance and coin collecting personnel wear City-approved uniforms and be properly groomed while on duty. The uniform must display approved insignia that clearly identifies the wearer as being responsible for enforcing parking violations, managing parking facilities or servicing parking meters. The uniform will also have a clearly visible and readable nametag that must be worn at all times.
- e. All other employees of the Company providing services shall at all times be clearly identifiable by uniform, name badges, name tags, or identification cards.
- f. The Company shall employ persons who are fully trained, competent, and qualified with the skills and experience necessary to provide the services during the term of this Agreement.
- g. The Company is responsible for hiring, training, supervising, and compensating its staff members. Company staff members assigned to the services are employees of the Company.
- h. Company personnel shall at all times assure that its employees shall serve the public in a courteous, helpful, and impartial manner. Correction of any inappropriate behavior or language shall be the responsibility of the Company.
- i. The Company shall respond to any public complaint within twenty-four (24) hours after receipt of the complaint. In the event a report is received alleging an employee of the Company was discourteous, belligerent, profane, or in any way intimidating, either physically or verbally, the Company will submit a written report to the City within seven (7) days of the date of the report, outlining the complete details of the incident. The report will include the nature of the incident, time, date, location, name, address, and telephone number of the person making the allegation. The report will also include the name and title of the employee and the nature of the disciplinary action taken, if any.

### **2.3.7. Training and Customer Service**

- a. Provide thorough training for enforcement and other personnel, including general information and directions to assist customers visiting Wilton Manors.
- b. Assist the City in its efforts to inform the public about the parking program, rules, and regulations.
- c. Respond in accordance with the City's principles on customer service to public inquiries about the parking enforcement services, ticketing and enforcement, or any other citizen concern. The Company will provide a high level of customer service by employing friendly, helpful, customer-oriented personnel.
- d. Provide all enforcement personnel with an adequate supply of material regarding City services for distribution to citizens requesting such information.
- e. Keep an accurate log of all citizens' complaints, their resolution, and the action taken to contact the complainant. The log and all documentary records shall be retained during the term of this Agreement and submitted to the City monthly, or upon request.
- f. Provide customer service training in accordance with industry best practices. The training regimen will be subject to the approval of the City of Wilton Manors.

#### **2.3.8. Installation and Maintenance**

- a. Install and maintain parking meters in accordance with the City's standards.
- b. Maintain all paystations, meters, pedestals, meter poles, heads and all other meter accessories in good working condition. Good working condition is defined as repairing/replacing any defective meter within 24 hours of a report of failure.
- c. Ensure poles and pedestals are clean, upright and painted. All Company employees will be required to immediately report any damaged, missing or malfunctioning meters or facilities to the appropriate supervisor.
- d. Implement and follow a regular preventive maintenance schedule for all parking meters.
- e. Keep a log of all complaints about defective meters to be submitted to the City monthly, or upon request. The log will note date, meter number, location, problem and name of the person calling in the problem, the tag number of the car (if any), the date the mechanics checked the meter, the nature of the problem and the date it was corrected.
- f. The Company will be liable for any lost, stolen, unaccounted for or damaged equipment.

#### **2.3.9. Safety**

Take adequate steps to ensure the safety and security of all personnel and property. The Company shall provide all training and employ all responsible safety precautions and devices in connection with providing the services.

#### **2.3.10. Special Events**

Assist with planning and implementation of a plan for off-street parking during special events. These events include, but are not limited to festivals, holiday events, weather emergencies, etc. If a special event is scheduled, the Company may also be required to make rate changes as well as special event programming.

In recent years the City has cooperated with non-profit groups to produce two annual signature special events – the Stonewall Street Festival in June, and a Halloween night event on October 31. Both of these events, as well as other special events that may arise, involve street closures and require the Company's assistance before, during, and after the special events.

#### **2.3.11. Vehicle Immobilization and Towing**

- a. Arrange for the immobilization (booting) and towing of vehicles in accordance with the City Code. It is the City's policy that towing is not used as a tool for normal daily parking enforcement.
- b. The Company, as an agent for the City, is obligated to use the City's contracted towing company when towing services are necessary.

#### **2.3.12. Additional Services**

- a. Make changes to Company procedures as necessary to conform to revisions in the City's ordinances, parking regulations, policies and initiatives.
- b. Review City ordinances to ensure that they are appropriately reinforcing the desired outcome. Provide the City with recommendations if any ordinances are creating a negative impact to the parking program.
- c. The Company is responsible for providing temporary signage and bagging meters on a timely basis to alert the public to special event and other temporary or permanent changes in available on street parking spaces.
- d. Every parking meter must be emptied at least weekly or more often, depending on parking volumes.
- e. Evaluate the parking rates and provide recommendations for rate changes to the City.
- f. Evaluate the areas of paid parking and provide recommendations for new paid parking areas to the City.
- g. The City may desire the Company to assist with the design, construction and/or operation a parking structure in the future. The Company should state any experience in these matters.

#### **2.3.13. Pricing Proposal**

The City will reimburse the Company for all reasonable approved and budgeted expenses as determined by the City. For this purpose, all salary increases for your

staff must be preapproved by the City. Please identify your monthly reasonable expenses and provide a cost.

By the third Thursday in April of each year thereafter, the Company shall submit a detailed budget outlining all anticipated expenses and revenue for the following fiscal year. For budget preparation the Company must follow the City's fiscal year which starts October 1 and ends September 30.

Alternate pricing proposals may also be submitted in addition to the required cost-reimbursement pricing proposal described above.

### Section 3 – Procurement Instructions

#### 3.1 QUESTIONS

Any questions relative to interpretation of specifications or the proposal process must be e-mailed to Daren Jairam at [djairam@wiltonmanors.com](mailto:djairam@wiltonmanors.com) by **October 22, 2018, 7:00 a.m.** Answers to all questions will be included in an Addendum to the RFP and will be posted on the City's website on **October 25, 2018**. It will be the responsibility of the Proposer to review the answers to these questions prior to submitting a proposal. It is the Proposer's responsibility to ascertain if any addenda have been issued, to obtain all such addenda, and to return executed addenda with the proposal. Proposers should continue to monitor the City's website.

Written questions received after **October 22, 2018** may not be answered. Only written questions answered by a formal written Addendum will be binding.

#### 3.2 SUBMISSION OF PROPOSAL

**3.2.1** Proposer shall submit seven (7) paper copies of the proposal in the prescribed form under Section 3.3 along with a single CD or flash/jump drive containing the RFP response in Adobe PDF format. All copies and the CD or flash/jump drive must be plainly marked by the Proposer with the Proposer name, date and this RFP Title and number.

**3.2.2** Sealed proposals must be received on or before **November 06, 2018 at 2:30 PM (Eastern Time)**, at the Office of the City Clerk, 2020 Wilton Drive, Wilton Manors, Florida 33305. The City Clerk's office hours are 7:00 a.m. to 6:00 p.m., Monday through Thursday, except City holidays. Any proposal received after the specified time will be returned unopened. The Proposer is solely responsible for ensuring the proposal is received on or before the deadline.

**3.2.3** On the envelope containing the proposal the following shall be written in large letters:

**Proposal For:** Parking Management Services

**RFP Number:** RFP # 2018-09  
**To Be Opened:** November 06, 2018 at 2:30 p.m.

- 3.2.4** Proposals will be opened and listed publicly in Commission Chambers, 2020 Wilton Drive, Wilton Manors, Florida 33305 on the date and time specified above.
- 3.2.5** All proposals that are not submitted in the required format or missing required forms will be subject to rejection. The complete RFP and applicable forms are available on the City's website ([www.wiltonmanors.com](http://www.wiltonmanors.com)) or by sending an email to [djairam@wiltonmanors.com](mailto:djairam@wiltonmanors.com). All proposals must be signed in ink. It is agreed upon by the Proposer that the signing and delivery of the Proposal represents the Proposer's acceptance of the terms and conditions of the specifications.
- 3.2.6** All proposals must be submitted in a sealed envelope, addressed, and mailed or delivered as stated in this Request for Proposal. Any Proposer may withdraw his proposal either personally, or by electronic or written communication at any time prior to opening of the proposals. All proposals must be in the possession of the City Clerk's office at the time of the proposal opening. Proposals submitted after the time specified shall not be considered and shall be returned unopened. It is the sole responsibility of the Proposer to ensure that his or her proposal reaches the City Clerk's Office on or before the closing date and time. Proposals submitted by telephone, telegram or facsimile or email will not be accepted. If the proposal is sent by overnight courier, (i.e., Federal Express, UPS, etc.), the proposal must be enclosed in an envelope marked as instructed above.
- 3.2.7 Incurred Expenses** - The City is not responsible for any expenses the Proposer may incur in preparing and submitting proposals for this Request for Proposal.
- 3.2.8 Interviews / Presentations** - The City reserves the right to conduct personal interviews or require proposers to make an oral presentation as part of the proposal evaluation process.
- 3.2.9 Request for Modification** - The City reserves the right to request that the Proposer modify his proposal to fully meet the needs of the City.
- 3.2.10 Request for Additional Information** - The Proposer shall furnish such additional information as the City of Wilton Manors may reasonably require. This includes information that indicates financial resources. The City reserves the right to make investigations of the qualifications of the Proposer as it deems appropriate, including but not limited to a background investigation. The City also reserves the right to make such investigations, as it may deem necessary to establish the competency and financial ability of any Proposer to perform the work.

- 3.2.11 Acceptance, Rejection, or Modification to Proposals** - The City of Wilton Manors reserves the right to reject any or all proposals, in whole or in part, with or without cause, to waive any informalities and technicalities, and to award the contract on such coverage and terms it deems will best serve the interest of the City. Criteria utilized by the City for determining the most responsive and responsible Proposer is described in Section 4 of this document.
- 3.2.12 Proposals Binding** - All proposals submitted shall be binding for one hundred fifty (150) calendar days following opening.
- 3.2.13 Addendum and Amendment to Request for Proposal** - If it becomes necessary to revise or amend any part of this Request for Proposal, the City will post the Addendum on the City's website, and will distribute it via email to all identified prospective Proposers.
- 3.2.14 Economy of Preparation** - Proposals should be prepared simply and economically, providing a straightforward and concise description of the Proposer's ability to fulfill the requirements of this Request for Proposal.
- 3.2.15 Proprietary Information** - In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and, except as may be provided by other applicable State and Federal Law, all Proposers should be aware that Request for Proposals and the responses thereto are in the public domain. However, the Proposers are requested to identify specifically any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.
- 3.2.16 Proposals Will Not Be Returned** - All proposals received from Proposers in response to this Request for Proposal will become the property of the City of Wilton Manors and will not be returned to the Proposers. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City.
- 3.2.17 Proposer's Certification** - By submitting a proposal, the Proposer certifies that he/she has fully read and understands the proposal method, meets the requirements and has full knowledge of the scope, nature, and quality of work to be performed.
- 3.2.18** In order to ensure a uniform review process and to obtain the maximum degree of comparability, it is required that proposals be organized in the manner specified in Section 3.3. An electronic version of this RFP may be obtained from [Daren Jairam, Purchasing Coordinator](mailto:djairam@wiltonmanors.com), at [djairam@wiltonmanors.com](mailto:djairam@wiltonmanors.com) or on [www.wiltonmanors.com](http://www.wiltonmanors.com).

**3.2.19** Any deviation from the specifications must be explained in detail; otherwise, it will be considered that the proposal is in strict compliance with the specifications and the successful Proposer will be held responsible for meeting the specifications. Any exceptions or clarifications to any section of the specifications shall be clearly indicated on a separate sheet(s) attached to the proposal form and shall specifically refer to the applicable specification paragraph number and page.

**3.2.20 Proposer's Responsibility to Be Informed** - Proposers are expected to fully inform themselves as to the requirements of the specifications and failure to do so will be at their risk. A Proposer shall not expect to secure relief on the plea of error.

**3.2.21 Cone of Silence** - To ensure fair consideration for all Proposers, the City's Code of Ordinances prohibits communication to or with any City Commissioner, City official, any department, division or employee during the submission process, except as provided below. Additionally, the City prohibits communications initiated by a Proposer to the City Official or employee evaluating or considering the proposals prior to the time an award decision has been made. Any communication between Proposer and the City in order to obtain information or clarification needed to develop a proper, accurate evaluation of the proposal will be conducted through the City's Purchasing Coordinator, [Daren Jairam](mailto:djairam@wiltonmanors.com) at [djairam@wiltonmanors.com](mailto:djairam@wiltonmanors.com). Communications initiated by a Proposer to anyone other than the City's Purchasing Coordinator may be grounds for disqualifying the offending Proposer from consideration for award of the proposal and/or any future proposal.

### **3.3 FORMAT AND CONTENTS**

**3.3.1 Cover Page** - Show the name of Proposer's agency/firm, address, telephone number, name of contact person, date, and the proposal number and description.

#### **3.3.2 Tab 1 - Table of Contents**

Include a clear identification of the material by section and by page number.

#### **3.3.3 Tab 2 - Letter of Transmittal**

**3.3.3.1** Limit to one or two pages.

**3.3.3.2** Briefly state the Proposers understanding of the work to be done and make a positive commitment to perform the work.

- 3.3.3.3** Give the names of the persons who will be authorized to make representations for the Proposer, their titles, addresses and telephone numbers.
- 3.3.3.4** Provide an official signature of a Corporate Officer certifying the contents of the Proposer's responses to the City's Request for Proposal.

**3.3.4 Tab 3 - General Information**

- 3.3.4.1** Name of Business.
- 3.3.4.2** Mailing Address and Phone Number.
- 3.3.4.3** Names and contact information of persons to be contacted for information or services if different from name of person in charge.
- 3.3.4.4** Normal business hours.
- 3.3.4.5** State if business is local, national, or international and indicate the business legal status (corporation, partnership, etc.).
- 3.3.4.6** Give the date business was organized and/or incorporated, and where.
- 3.3.4.7** Give the location of the office from which the work is to be done and the number of professional staff employees at that office.
- 3.3.4.8** Indicate whether the business is a parent or subsidiary in a group of firms/agencies. If it is, please state the name of the parent company.
- 3.3.4.9** State if the business is licensed, permitted and/or certified to do business in the State of Florida and attach copies of all such licenses issued to the business entity.
- 3.3.4.10** Proposers, both corporate and individual, must be fully licensed and certified in the State of Florida at the time of submittal of RFP for the type of goods/services to be provided. Should the Proposer not be fully licensed and certified, his/her RFP submittal shall be rejected. If applicable, any permits, licenses, or fees required shall be the responsibility of the Proposer. No separate or additional payment will be made for these costs. Adherence to all applicable code regulations, Federal, State, City, City, etc., are the responsibility of the Proposer.
- 3.3.4.11** How did you hear about the RFP? Indicate if it was via the City's website, internet search, DemandStar, newspapers, email, etc. The City of Wilton Manors is always looking for ways to improve its services.



### **3.3.5 Tab 4 – Project Approach**

- 3.3.5.1** Describe in detail your proposal to fulfill the requirements of the scope of services.
- 3.3.5.2** Ensure that the proposal fully addresses all requirements of the Scope of Services and all other requirements set forth in this RFP.

### **3.3.6 Tab 5 – Experience and Qualifications**

- 3.3.6.1** Specify the number of years the Proposer has been in business. A minimum of five (5) years in business is required.
- 3.3.6.2** Identify the Proposer’s qualifications to perform the services identified in this RFP.
- 3.3.6.3** **Provide a minimum of five (5) references with all contact information including telephone number and email address.** If you have any current or past governmental agencies as customers, you are encouraged to list them, especially those from Broward County or other Florida counties. It is recommended that references be no less than similar in size to the City or have a minimum of equipment similar to the City.

### **3.3.7 Tab 6 – Pricing and Payment Terms**

- 3.3.7.1** Provide a detailed itemization of cost of services.
- 3.3.7.2** Indicate whether or not the Proposer is willing to accept payment via the City’s P-Card.

## **Section 4 – Review and Evaluation Process**

### **4.1 REVIEW AND EVALUATION**

The City will conduct a comprehensive and impartial review and evaluation of all Proposals meeting the requirements of this solicitation. Please note that the City, at its sole discretion, reserves the right at any time during the process to reject any and all Proposals that are not in the best interest of the City.

Only timely submitted Proposals shall be reviewed and evaluated by staff to determine if they comply with the required forms, documents and submission requirements listed

in the RFP. This will be a pass/fail review. Failure to meet any of these requirements may render a Proposal to be a failing response and result in rejection of the entire Proposal. Further evaluation will not be performed.

- 4.1.1** The City reserves the right to require live or web-based presentations/demonstrations from any or all proposers.
- 4.1.2** The Evaluation Committee will rank all proposals according to the criteria listed herein.
- 4.1.3** Contract negotiations will then be conducted with the highest ranked Proposer and the negotiated contract will be submitted to the City Commission for final approval.
- 4.1.4** The City reserves the right to reject any and all proposals and to waive minor defects or irregularities. The City further reserves the right to seek new proposals when such a procedure is reasonably in the best interest of the City to do so.
- 4.1.5** **If negotiations with the highest ranked Proposer fail, the City will then begin negotiations with the second-ranked firm, and so on.**
- 4.1.6** For the purpose of review, evaluation, scoring and ranking, review categories have been divided into multiple sections. The following reflects the Pass/Fail criteria and the maximum number of points that may be awarded by category:

	<b>EVALUATION CRITERIA</b>	<b>POINTS</b>
<b>1</b>	<b>Submission of all required Forms and Documents as indicated in Section 3.3.</b>	<b>Pass/Fail</b>
<b>2</b>	<b>Attachment A – Non-Discrimination Affidavit</b>	<b>Pass/Fail</b>
<b>3</b>	<b>Attachment B – Domestic Partnership Certification</b>	<b>Pass/Fail</b>
<b>4</b>	<b>Attachment C – Non-Debarment Affidavit</b>	<b>Pass/Fail</b>
<b>5</b>	<b>Attachment D – Drug-Free Workplace Certification</b>	<b>Pass/Fail</b>
<b>6</b>	<b>Attachment E—Non-Collusive Affidavit</b>	<b>Pass/Fail</b>
<b>7</b>	<b>Attachment F – Certification Pursuant to Florida</b>	<b>Pass/Fail</b>
<b>8</b>	<b>Experience and Qualifications</b>	<b>40</b>
<b>9</b>	<b>Project Approach</b>	<b>30</b>
<b>10</b>	<b>Pricing</b>	<b>30</b>

**4.1.7 Tie Bids** – If the determination of the lowest responsive, responsible bidder results in a tie, the provisions of Section 2-268 (e)(8) of the City’s Code of Ordinances must be followed.

## **Section 5 – General Terms and Conditions**

### **5.1 GENERAL AND LEGAL REQUIREMENTS**

Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the items covered herein shall be deemed to apply. Lack of knowledge by the Proposer will in no way be a cause for relief from responsibility.

**5.1.1 Non-Discrimination** - Section 2-269 of the City’s Code of Ordinances states in part:

*All contracting agencies of the city, or any department thereof, acting for or on behalf of the City, shall include in all contracts and property contracts hereinafter executed or amended in any manner or as to any portion thereof, a provision obligating the contractor not to unlawfully discriminate (as proscribed by federal, state, county, or other local law) on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age above the age of twenty-one (21), sexual orientation, gender identity or expression, marital status, pregnancy, familial status, veterans status, political affiliation, or physical or mental disability and such person's association with members of classes protected under this chapter or in retaliation for or opposition to any practices forbidden under this chapter against any employee of, any City employee working with, or applicant for employment with such contractor and shall require such contractor to include a similar provision in all subcontracts executed or amended thereunder*

The Proposer agrees to abide by all provisions of the City Code of Ordinances, including Section 2-269.

**5.1.2 Non-Discrimination Affidavit** - Proposers shall submit an executed copy of the Non-Discrimination Affidavit attached to this Request for Proposal – Attachment A.

**5.1.3 Domestic Partnership Affidavit** – Proposers shall submit an executed copy of Domestic Partnership Affidavit attached to the Request for Proposal – Attachment B.

**5.1.4 Non-Debarment Affidavit** - The Proposer shall submit an executed copy of the Debarment Affidavit attached to this Request for Proposal – Attachment C.

**5.1.5 Drug-Free Workplace** – The Proposer shall submit an executed copy of the Drug Free Workplace Certification – Attachment D.

**5.1.6 Non-Collusive Affidavit**—The Proposer shall submit an executed copy of the Non-Collusive Affidavit—Attachment E.

**5.1.7 Certification Pursuant to Florida Statute § 287.135** – The Proposer shall submit an executed copy of the Certification Pursuant to Florida Statute § 287.135 – Attachment F.

**5.1.8** This Request for Proposal and the Proposer’s proposal shall be included and incorporated into the final award.

**5.1.9 Small and Minority Businesses, Women’s, and Labor Surplus Firms Participation** – the City encourages the active participation of minority businesses, women’s business enterprises and labor surplus area firms.

## **5.2 APPLICABLE LAW AND VENUE**

This RFP, responses from Proposers and contracts resulting from this RFP shall be governed by the laws of the State of Florida. Any legal actions between the City of Wilton Manors and any RFP Proposer shall be brought in Broward County, Florida.

## **5.3 CONDITIONS OF PROPOSALS**

**5.3.1 Late Proposals:** Proposals received by the City after the time specified for receipt will not be considered. Proposers shall assume full responsibility for timely delivery of the proposal to the location designated for receipt of proposals.

**5.3.2 Completeness:** All information required by the Request for Proposal must be supplied to constitute a legitimate proposal.

**5.3.3 Public Opening** - All proposals will be publicly opened at the time and place specified and made available for public inspection.

**5.3.4 Award Presentation** – The City Manager will present to City Commission for acceptance and final award the top ranked proposal or will reject all proposals, within one hundred and fifty (150) calendar days from the date of opening of proposals.

## **5.4 TERMS AND CONDITIONS OF AGREEMENT**

All sections of the City’s specifications and all supplementary documents are essential parts of the City’s contract and requirements occurring in one area are deemed as

though occurring in all. The RFP and the response to the RFP shall be deemed an integral part of the final negotiated contract.

**5.5 DISCUSSION WITH RESPONSIBLE PROPOSERS**

Discussions may be conducted with responsible Proposers who submit proposals determined to be reasonably acceptable of being selected for award for the purpose of clarification and to assure full understanding of, and responsiveness to, the solicitation requirements. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submission prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Proposers except as may be required by the Florida Public Records Law, Chapter 119, Section 286.0113, & Section 286.011, Florida Statutes.

**5.6 EXECUTION OF AGREEMENT**

The successful highest ranked Proposer shall, within thirty (30) calendar days after the City of Wilton Manors issues Notice of Award, negotiate and enter into a contract with the City for the proposed services. Failure to comply with the established deadline for submittal of required documents may be grounds for cancellation of the award.

**5.7 CONFLICT OF INTEREST**

The award hereunder is subject to the provision of State of Florida Statutes and City of Wilton Manors Ordinances.

The Proposer, by affixing his signature to the proposal's "Letter of Transmittal", declares that the proposal is made without any previous understanding, agreement, or connections with any City official or persons, firms, or corporations making a proposal on the same items and without any outside control, collusion or fraud. By signing the proposal, the Proposer further declares that no City Commission Member, other City officer, or City employee directly or indirectly owns more than five (5) percent of the total assets or capital stock of the Proposer entity, nor will directly or indirectly benefit by more than five (5) percent from the profits or emoluments of this contract.

**5.8 FISCAL YEAR FUNDING APPROPRIATIONS/SPECIFICIED PERIOD**

Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interest of the City, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period at the time of contract. Payment and performance obligations for succeeding fiscal periods shall be subject to appropriation by City Commission for funds.

**5.9 PUBLIC ENTITY CRIMES**

A person or affiliate, as defined in §287.133 of the Florida Statutes, who has been placed on the convicted Proposer list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a proposer, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in §287.01 of the Florida Statutes for CATEGORY TWO, for a period of 36 months from the date of being placed on the convicted Proposer list.

#### 5.10 FLORIDA PROMPT PAYMENT ACT

For purposes of billing submission and payment procedures, a "proper invoice" by a proposer, Contractor or other invoicing party shall consist of at least all of the following:

- A description (including quantity) of the goods and/or services provided to the City (or a party on behalf of the City) reasonably sufficient to identify it (or them);
- The amount due, applicable discount(s), and the terms thereof;
- The full name of the Contractor or other party who is supplying the goods and/or services including a mailing address in case of a dispute and a mailing address for payment purposes (if they are different) and a telephone number.

#### 5.11 INSURANCE REQUIREMENTS

Proposers must submit with their proposal, Proof of Insurance, meeting or exceeding the following requirements.

**5.11.1** The highest ranked Proposer shall secure and maintain, at its own expenses, and keep in effect during the full period of the contract a policy or policies of insurance, which must include the following coverage and minimum limits of liability:

- (a) **Worker's Compensation and Employer's Liability Insurance** for all employees of the highest ranked Proposer engaged in work under the Contract in accordance with the laws of the State of Florida. The highest ranked Proposer shall agree to be responsible for the employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.
- (b) **Comprehensive General Liability Insurance** with the following minimum limits of liability:

\$ 500,000.00	Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence
---------------	---

Coverage shall specifically include the following minimum limits not less than those required for Bodily Injury Liability and Property Damage to include:

- (1) Premises and Operations;
- (2) Independent Contractors;
- (3) Products and Completed Operations;
- (4) Broad Form Property Damage;
- (5) Broad Form Contractual Coverage applicable to the Contract and specifically confirming the indemnification and hold harmless agreement in the Contract;
- (6) Personal Injury Coverage with employment and contractual exclusions removed and deleted.

- (c) **Comprehensive Automobile Liability Insurance** for all owned, non-owned and hired automobiles and other vehicles used by the Contractor in the performance of the work with the following minimum limits of liability:

\$ 250,000.00                      Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence

- (d) Professional/Errors & Omissions - \$250,000.00
- (e) Employee dishonesty/theft - \$250,000.00

**5.11.2** ALL LIABILITY INSURANCE POLICIES SHALL SPECIFICALLY PROVIDE THAT THE CITY OF WILTON MANORS SHALL BE NAME AND LISTED AS AN ADDITIONAL INSURED. Insurance Companies selected must be acceptable to City. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice or such other notice as is required by the policy has been given to City by certified mail. Additionally, in the event the Contractor receives notice of cancellation from its insurance company, the Contractor shall deliver a copy of such notice to the City within five (5) business days of the receipt of such notice of cancellation.

**5.11.3** The Contractor shall ensure that any company issuing insurance to cover the requirements contained in this Contract agrees that they shall have no recourse against City for payment or assessments in any form on any policy of insurance.

**5.11.4** The Contractor shall not commence work under the Contract until obtaining all of the minimum insurance herein described.

**5.11.5** The Contractor agrees to perform the work under the Contract as an independent contractor, and not as a subcontractor, agent or employee of the City.

**5.11.6** The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of B+ or better, in accordance with the latest edition of A.M. Best's Insurance Guide.

**5.11.7** The highest ranked Proposer must submit, no later than ten (10) days after award and prior to commencement of any work, a Certificate of Insurance naming the City of Wilton Manors as additional insured.

## **5.12 CODE OF ETHICS**

If any Proposer violates the Code of Ethics of the State of Florida or the Code of Ethics of Broward County, Florida with respect to this proposal, such Proposer may be disqualified from performing the work and future work for the City.

## **5.13 PATENTS, ROYALTIES AND COPYRIGHT**

The Proposer, without exception, shall defend, indemnify and save harmless the City of Wilton Manors, Florida and its employees from any action, proceeding liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Wilton Manors, Florida.

If the bidder uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the Bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

## **5.14 INDEMNIFICATION**

**5.14.1 GENERAL INDEMNIFICATION:** To the fullest extent permitted by laws and regulations, the highest ranked Proposer shall indemnify, defend, save and hold harmless the CITY, its officers, agents, elected and appointed officials, and employees, harmless from any and all claims, damages, losses, liabilities and expenses, direct, indirect or consequential arising out of or in consequence arising out of or alleged to have arisen out of or in consequence of the products, goods or services furnished by or operations of the highest ranked Proposer or his subcontractors, agents, officers, employees or independent contractor pursuant to or in the performance of the Contract.

**5.14.2** The highest ranked Proposer shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.



**5.14.3** City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of successful Proposer under the indemnification agreement. Nothing contained here the highest ranked in is intended nor shall it be construed to waive CITY's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

## **5.15 WARRANTIES**

**5.15.1** Contractor warrants to City that the consummation of the work provided for in the Contract documents will not result in the breach of any term or provision of, or constitute a default under any indenture, mortgage, contract, or agreement to which successful Proposer is a party.

**5.15.2** Contractor warrants to City that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under the Contract.

**5.15.3** Contractor warrants to City that it will comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under the Contract.

**5.15.4** All warranties made by Contractor together with service warranties and guaranties shall run to City and the successors and assigns of City.

## **5.16 PUBLIC RECORDS**

The City of Wilton Manors is public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

**5.16.1** Keep and maintain public records required by the CITY to perform the service;

**5.16.2** Upon request from the CITY's custodian of public records, provide the CITY with a copy of the 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, Fla. Stat., or as otherwise provided by law;

**5.16.3** Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Contractor shall destroy all copies of such confidential and exempt records remaining in its possession after once the Contractor transfers the records in its possession to the CITY; and

- 5.16.4** Upon completion of the contract, Contractor shall transfer to the CITY, at no cost to the CITY, all public records in Contractor's possession. All records stored electronically by Contractor 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.
- 5.16.5** The failure of Contractor to comply with the provisions set forth in the Agreement shall constitute a Default and Breach of the Agreement, for which, the City may terminate the Agreement.

**IF THE CONTRACTOR 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  
2020 WILTON DRIVE  
WILTON MANORS, FLORIDA 33305  
(954) 390-2123  
[cityclerk@wiltonmanors.com](mailto:cityclerk@wiltonmanors.com)**

**Exhibit A**  
**City of Wilton Manors**  
**Inventory of Metered Parking Spaces and Meters**  
**As of September 26, 2018**

Description	Location	Pay Spaces	Handicap Spaces	Total	IPS Model SSPM M5 Meters	IPS Pay-stations *	Total Meters and Paystations	ParkMobile Only Locations
Wilton Drive Single-Space Meters **	Along Wilton Drive	77	7	84	78		78	
Other Single-Space Meters	Along side streets intersecting Wilton Dr.	85	1	86	85		85	
Richardson Lot	1947 Wilton Drive	40	3	43		1	1	
Hagen Lot	2020 Wilton Drive	193	8	201		3	3	
NE 8th Terrace Lot	2524 NE 8th Terrace	40	2	42		2	2	
NE 23rd Drive Lot	1008 NE 23rd Drive	22	1	23				X
		<b>457</b>	<b>22</b>	<b>479</b>	<b>163</b>	<b>6</b>	<b>169</b>	

\* The IPS Paystation at the Richardson Parking Lot is an IPS Model MS1-US. The five other paystations are IPS Revolution SR-US Upgrades.

\*\* The Wilton Drive Lane Elimination Project is expected to result in a net gain of ten to fifteen additional parking spaces along Wilton Drive.

**ATTACHMENT A**

**NON-DISCRIMINATION AFFIDAVIT**

I, the undersigned, hereby duly sworn, depose and say that the organization or business entity represented herein shall not discriminate against any person in its operations, activities or delivery of services under any agreement it enters into with the City of Wilton Manors. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

It is the policy of the City of Wilton Manors that Minority/Women- Owned Business Enterprises (MWBE) shall have the maximum opportunity to participate in all contracts. The City of Wilton Manors will accept MWBE certifications from Broward County and any State of Florida certification.

Further, City Code Section 2-269 requires that all contracting agencies of the City, or any department thereof, acting for or on behalf of the City, shall include in all contracts and property contracts hereinafter executed or amended in any manner or as to any portion thereof, a provision obligating the contractor not to unlawfully discriminate (as proscribed by federal, state, county, or other local law) on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age above the age of 21, sexual orientation, gender identity or expression, marital status, pregnancy, familial status, veterans status, political affiliation, or physical or mental disability and such person's association with members of classes protected under this chapter or in retaliation for or opposition to any practices forbidden under this chapter against any employee of, any City employee working with, or applicant for employment with such contractor and shall require such contractor to include a similar provision in all subcontracts executed or amended there under.

By: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_ day of \_\_\_\_\_, 2018, by  
\_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Personally known, or  
Produced Identification

\_\_\_\_\_  
Type of ID Produced

**ATTACHMENT B**

**DOMESTIC PARTNERSHIP CERTIFICATION FORM**

I, the undersigned, hereby duly sworn, depose and say that the organization or business entity represented herein shall abide by the provisions of the City of Wilton Manors Code Section 2-268(v) in any activities or delivery of services under any agreement it enters into with the City of Wilton Manors.

The City of Wilton Manors Code Section 2-268(v) (see attached), establishes a Domestic Partner Benefits Requirement as described below:

*“Domestic Partner Benefits Requirement means a requirement for City Contractors to provide equal benefits for Domestic Partners. Contractors with five (5) or more employees contracting with the City, in an amount of \$20,000 or more (“Covered Contracts”), shall provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to the spouses of employees and/or the dependents of the spouses of employees. A Domestic Partnership Certification Form will be included in all competitive solicitations and by virtue of the execution of the Domestic Partnership Certification Form, the contractor will certify whether it complies with the Domestic Partner Benefits Requirement.”*

By: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

Sworn, to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018,

by \_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Personally known, or  
\_\_\_\_\_  
Produced Identification

\_\_\_\_\_  
Type of ID Produced

**CITY OF WILTON MANORS, FLORIDA**

**ORDINANCE NO. 2013 – 0013**

**(Excerpt – Section 3, “Domestic Partner Benefits Requirement”)**

**Effective October 1, 2013**

...

**Section 3:** Section 2-268 of the Code of Ordinances is amended by creating Subsection (v) as follows:

**Section 2-268(v).**

1. For purposes of this Section, the following definitions shall apply:

Domestic Partner shall mean any two (2) adults of the same or opposite sex, who have registered as domestic partners with Broward County, or any other jurisdiction with a domestic partner registry pursuant to state or local law authorizing such registration, or with an internal registry maintained by the employer of at least one (1) of the domestic partners. A Contractor (as hereinafter defined) may institute an internal registry to allow for the provision of equal benefits to employees with a domestic partner who does not register their partnerships pursuant to a governmental body authorizing such registration, or who are located in a jurisdiction where no such governmental domestic partnership registry exists. A Contractor that institutes such registry shall not impose criteria for registration that are more stringent than those required for domestic partnership registration by Broward County, Florida.

Cash equivalent shall mean the amount of money paid to an employee with a Domestic Partner in lieu of providing benefits to the employee’s Domestic Partner. The cash equivalent is equal to the employer’s direct expense of providing benefits to an employee for his or her spouse.

Competent to contract shall mean the two partners are mentally competent to contract.

Dependent shall mean a person who lives within the household of a domestic partnership and is:

- (1) A biological child or adopted child of a domestic partner; or
- (2) A dependent as defined under IRS regulations; or
- (3) A ward of a domestic partner as determined in a guardianship proceeding.

**Domestic Partner Benefits Requirement** means a requirement for City Contractors to provide equal benefits for Domestic Partners. Contractors with five (5) or more employees contracting with the City, in an amount of \$20,000 or more (“Covered Contracts”), shall provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to the spouses of employees and/or the dependents of the spouses of employees. The Domestic Partner Benefits Requirement will be included in solicitations. A Domestic Partnership Certification Form will be included in all competitive solicitations and by virtue of the execution of the Domestic Partnership Certification Form, the contractor will certify whether it complies with the Domestic Partner Benefits Requirement.

**Equal Benefits** means the equality of benefits between employees with spouses and/or dependents of spouses and employees with Domestic Partners and/or dependents of Domestic Partners, and/or between spouses of employees and/or dependents of spouses and Domestic Partners of employees and/or dependents of Domestic Partners.

**2. Equal Benefits Requirements.**

- A. All solicitations for Covered Contracts which are advertised shall include the requirement to provide equal benefits in the procurement specifications.
  
- B. As part of the solicitation response, the Contractor shall certify that the Contractor:
  - 1. Currently complies with the conditions of this Section; or
  - 2. Will comply with the conditions of this Section at time of contract award; or
  - 3. Will not comply with the conditions of this Section at time of contract award; or
  - 4. Does not need to comply with the conditions of this Section because of allowable exemption.

The certification shall be in writing and signed by an authorized officer of the Contractor.

**3. Mandatory Contract Provisions Pertaining to Equal Benefits.** Unless otherwise exempt, every covered contract shall contain language that obligates the contractor to comply with the applicable provisions of this

Section by providing the Domestic Partnership Certification Form.

**4. Exception and Waiver.** The provisions of this Section shall not apply where:

- A. The Contractor does not provide benefits to the spouse of an employee or the dependents of employee's spouse.
- B. The Contractor is a religious organization, association, society or any non-profit charitable or educational institution or organization operated, supervised or controlled by or in conjunction with, a religious organization, association or society.
- C. The Contractor is a governmental entity.
- D. The Contract is for the sale or lease of property.
- E. The Covered Contract is necessary to respond to an emergency.
- F. The provisions of this Section would violate grant requirements.
- G. The Contractor provides an employee the cash equivalent of benefits because the Contractor is unable to provide benefits to employees' Domestic Partners despite making reasonable efforts to provide them.
- H. Upon a majority vote, the City Commission may waive compliance of this Section under the following circumstances:
  - 1. Where only one (1) solicitation response is received;
  - 2. Where more than one (1) solicitation response is received, but the solicitation demonstrates that none of the proposed solicitations can comply with the requirements of this Section; or
  - 3. Where the cost of the Bid, as submitted by the lowest responsive bidder which complies with the requirements of this Section, would be at least five percent (5%) greater than the lowest



responsive bid submitted by the bidder which does not comply with the requirements of this Section but would otherwise have been responsive if compliance with this Section would not have been listed as a requirement in the Bid specifications.

- I. In fiscal Year 2014, for a Covered Contract with a Contractor who provides reasonable assurances that the Contractor will provide benefits to employees' Domestic Partners in Fiscal Year 2014.

5. **Grandfather.** It is the intention of the City Commission that Contractors with existing contracts with the City be exempt from the application of this Ordinance until such contracts are renewed or amended.

**ATTACHMENT C**  
**NON-DEBARMENT AFFIDAVIT**

\_\_\_\_\_ Being first duly sworn, deposes and says that:

He/She is \_\_\_\_\_ of \_\_\_\_\_ the Proposer ("Respondent") that has submitted the attached Proposal. By offering a submission to this RFP, the Respondent certifies and affirms that to the best of his/her knowledge and belief, that:

1. The Respondent is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any transaction of any Federal, state or local agency; and
2. The Respondent has not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property; and
3. The Respondent is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2 of this affidavit; and
4. The Respondent has not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default; and
5. The Respondent will submit a revised Debarment Affidavit immediately if the status changes.

If the Respondent cannot certify that he/she is not debarred, he/she shall provide an explanation with this submittal. An explanation will not necessarily result in denial of participation in a contract. Failure to submit a debarment affidavit will disqualify the contractor from the award of any contract.

\_\_\_\_\_ Check here if an explanation is attached to this affidavit.

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF FLORIDA     )  
COUNTY OF BROWARD )

The foregoing Agreement was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by \_\_\_\_\_, who has affirmed that he/she has been duly authorized to execute the above document. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

NOTARY'S SEAL:

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
Name of Acknowledger, typed, printed, or Stamped

**ATTACHMENT D**

**DRUG-FREE WORKPLACE CERTIFICATION**

Preference must be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

---

COMPANY NAME

---

VENDOR'S SIGNATURE

ATTACHMENT E

NON-COLLUSIVE AFFIDAVIT

State of \_\_\_\_\_)

County of \_\_\_\_\_)

\_\_\_\_\_ being first duly sworn deposes and says that:

- (1) He/she is the \_\_\_\_\_, (Owner, Partner, Officer, Representative or Agent) of \_\_\_\_\_ the Proposer that has submitted the attached Proposal;
- (2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from proposing in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Proposer, firm, or person to fix the price or prices in the attached proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

Sworn, to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018,

by \_\_\_\_\_.

Signature of Notary Public

\_\_\_\_ Personally known, or  
\_\_\_\_ Produced Identification

\_\_\_\_\_  
Type of ID Produced

ATTACHMENT F

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

I, \_\_\_\_\_, on behalf of \_\_\_\_\_

Print Name and Title

Company Name

certify that \_\_\_\_\_ does not:

Company Name

- 1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and

2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

COMPANY NAME

PRINT NAME

TITLE

SIGNATURE

**OIG 20-002-M**

# **EXHIBIT 2**



**City of Wilton Manors**  
Finance Department  
2020 Wilton Drive  
Wilton Manors, FL 33305

Phone (954) 390-2171  
Fax (954)390-2199  
www.wiltonmanors.com

## **Addendum No. 1**

**RFP for Parking Management Services**  
**Addendum Release Date October 25, 2018**

RFP # 2018-09

RFP Due Date/Time: November 06, 2018, 2:30 p.m. Eastern Standard Time

Submit To: City Clerk  
City of Wilton Manors  
2020 Wilton Drive  
Wilton Manors, Florida 33305

The purpose of this Addendum is to answer questions received from potential proposers. These are questions that were received prior to the published deadline for questions of October 22, 2018.

**IMPORTANT NOTE** – the following is added to RFP # 2018-09. It is the Proposer's responsibility to use the revised information when preparing the response.

1. Q: To clarify, the merchant IDs for the on street equipment are the city's and not through the parking management company.  
**A: All merchant IDs except American Express are the City's. The current contractor, Lanier Parking, set up American Express merchant IDs several years ago as a courtesy to the City. The City would like to bring the American Express merchant ID in-house during the transition period, if not before.**
2. Q: Please provide current staffing information with positions, salary/hourly rates of pay for each, and a standard schedule by position for a normal week of operations.  
**A: Staffing levels, job descriptions, schedules, and pay rates are controlled by the contractor, not by the City.**
3. Q: Is the money (coins) collected by the operator deposited via Brinks or another secure method or is the money taken by the operator to the bank?  
**A: The City has a contract with Dunbar Armored Car Services for twice-weekly coin/deposit pickup from the current parking office at 517 NE 21<sup>st</sup> Court.**
4. Q: Is the current operator using an LPR system?  
**A: No, but the City is open to the use of LPR.**
5. Q: Who is the current provider for the citation management system? Can bidders propose a new system?  
**A: The current provider is Clancy. Yes, bidders may propose a new system.**



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6. Q: The company is to collect payments for citations. Is the merchant account for the option to pay with a credit card to be a city MID or a contractor MID? If contractor MID, are these applicable fees reimbursable?  
**A: This should be a City MID (also see question #1).**
7. Q: Does the city have a current collections agency for unpaid citations? If so, will it expire? If not, are bidders to provide a service to the city?  
**A: The City recently contracted with Penn Credit for collection of unpaid citations. We have not yet placed any unpaid citations with Penn Credit, but expect to do so in the near future. The City is open to receiving alternate proposals for the collection of unpaid citations.**
8. Q: In the pre-bid, it was stated the office space (rent) will be a reimbursable expense. Will the applicable utilities and insurance also be a reimbursable expense?  
**A: Yes.**
9. Q: Is all applicable equipment needed to provide the service reimbursable? If not, what specific equipment items are not reimbursable?  
**A: All equipment needed to provide the service is reimbursable. Refer to Exhibit A for a current inventory of the parking office equipment.**
10. Q: Would any vehicles currently in use by the operator and owned by the city be transferred to the new operator? If so, please provide a list.  
**A: The City will retain ownership of all vehicles, and will make them available for the exclusive use of the operator. Currently there are three golf carts available for parking enforcement – one 2008 Club Car (electric), a 2014 EZ-Go (gas) and a 2017 EZOGGo (gas).**
11. Q: Is temporary signage and meter bags a reimbursable expense?  
**A: In general, yes. The City owns some signage and re-usable meter bags. Refer to Exhibit A.**
12. Q: Please clarify 2.3 (e) Operator is to furnish, install and maintain meters... If the operator furnishes or buys the new or replacement meter or paystation, how is the cost reimbursed to the operator?  
**A: If the operator were to buy replacement equipment, they would invoice the City for reimbursement. However, the City prefers to purchase all equipment using its own procurement procedures. All purchases would be made by the City based on the recommendation of the operator/contractor. Ongoing maintenance of all equipment is the responsibility of the contractor.**
13. Q: Please provide a current meter collections schedule that would be for a normal week of operations.  
**A: The meter collections schedule is controlled by the contractor, not by the City.**
14. Q: Section 3.3.7.2 Indicate whether or not the Proposer is willing to accept payment via the City's P-Card. What are the specifications of the card?  
**A: It is a MasterCard purchasing card issued by SunTrust Bank.**





15. Q: The Florida Department of Transportation (FDOT) has recently awarded a contract for a major construction project to narrow Wilton Drive from its current 5-lane configuration to a 3-lane configuration with widened sidewalks, buffers, and bike lanes. This project will involve the reconfiguration of some parking spaces and will require the removal and replacement of the on-street single-space parking meters. Who is paying for these changes?

**A: FDOT is paying for the changes. Once the project is complete, the City and the Wilton Drive Improvement District will pay for adding landscaping and street furniture. The City will pay for removing parking meters prior to construction and replacing parking meters after construction.**

16. Q: Are all the meters connected to the internet?

**A: Yes, they are standard IPS meters.**

17. Q: Can you provide information regarding previous years, such as revenues, collections, citations, etc.?

**A:**

Fiscal Year	Meter Revenue	Citation Revenue	Total Revenue
FY11	\$309,521	\$287,072	\$596,593
FY12	\$348,873	\$274,824	\$623,696
FY13	\$365,094	\$231,708	\$596,801
FY14	\$440,833	\$204,176	\$645,009
FY15	\$515,510	\$170,642	\$686,152
FY16 *	\$670,972	\$160,353	\$831,325
FY17	\$749,177	\$201,095	\$950,271
FY18	\$798,363	\$215,772	\$1,014,134

\* The City's fiscal year runs from October 1 through September 30. The parking fee was increased from \$1.00 to \$1.50 per hour in October 2015 (beginning of FY16).

18. Q: Section 2.3, Assist in procurement of any capital improvements including parking meters, paystations, support vehicles, equipment, etc. | Furnish, install, and maintain meters, and paystations, and other equipment. Is there any investment/procurement expected at this time?

**A: The City has no planned investment/procurements expected at this time, however the proposer is welcome to propose improvements.**

19. Q: The Company is responsible for providing temporary signage and bagging meters on a timely basis. What kind of signage? Do you have any available at the moment? Will we have to purchase?

**A: See Exhibit A.**

20. Q: Current hours for parking?

**A: On-street parking spaces are enforced from 9:00 am until 3:00 am, and parking lot spaces are enforced from 6:00 pm until 3:00 am. There is no enforcement on official City holidays.**



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21. Q: Will current officers have to be hired by the successful proposer? How many? What is their salary?  
**A: There is no requirement to hire the current staff. Staffing levels, job descriptions, schedules, and pay rates are controlled by the contractor, not by the City.**
22. Q: Is there anything provided by the Municipality? Anything to repurchase by the successful proposer?  
**A: Refer to Question 10 regarding enforcement vehicles. Refer to Exhibit A for an inventory of the parking office.**
23. Q: Who is the IPS contact person for integration purposes?  
**A: To be determined.**
24. Q: When do the Pay Station Warranties Expire?  
**A: There are currently six paystations. Most of those warranties expire in mid-2019.**
25. Q: What is the cost associated with warranty for the Pay Stations and IPS single space Meters?  
**A: Warranties for pay stations and single space meters have all been fully paid in advance.**
26. Q: Are there any monthly expenses for connectivity for these or other devices?  
**A: These costs are billed by IPS directly to the City, and are paid by the City.**
27. Q: Will Operator be responsible for Capx expenses? If so what will those be?  
**A: If capital expenditures are to be made, the City prefers to make the purchases using its own procurement procedures. There are no capital expenditures planned at this time, however the contractor/operator is welcome to propose improvements.**
28. Q: Does the city own any immobilization devices?  
**A: No.**
29. Q: Could you list the number of Employees and Job Descriptions for the cities enforcement program?  
**A: Staffing levels, job descriptions, schedules, and pay rates are controlled by the contractor, not by the City.**
30. Q: Does the city currently own any spare parts for the Pay Stations or Single Space meters?  
**A: There are a few spare parts on hand, but this is subject to change. Refer to Exhibit A.**
31. Q: What equipment does the city own which the Operator will need? (street sweeper, golf cart, etc)  
**A: Refer to Question 10 and Exhibit A.**
32. Q: Will the Operator required to have a MOU with the state for scofflaws?  
**A: Yes.**
33. Q: Does ParkMobile perform any services other than pay by app?  
**A: Not at this time.**
34. **See Exhibit A (attached).**



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**EXHIBIT A**  
**City of Wilton Manors**  
**Parking Office Inventory List, page 1 of 2**

**Inventory is approximate and is subject to change**

**Lobby:**

2- Chairs

**Front Office:**

3- 2 draw filing cabinets  
1- Desk  
1- 5 shelf bookcase  
1- HP Laser Jet Printer  
1- RCA 2 line phone  
1- Dell monitor  
1- Dell Keyboard  
1- Logitech mouse  
1 -Dell tower  
1- Dell tower (large)  
1- Swingline electric stapler  
1- 3 hole punch  
1- Laminator  
1- Sharp calculator  
1- Brother label maker  
1- Trash can  
1- Office chair

**Manager's office:**

1- Chair  
1- Office chair  
1- Desk with overhead storage  
1- HP monitor  
1-Cisco Router  
1-Dell tower  
1- Universal shredder  
1- HP laser Jet color printer  
1- RCA 4 line phone  
1- 5 shelf bookcase  
1- Trash can  
1- Acer Security monitor  
1- Speco Security receiver

**Hallway:**

1- 3 tier step ladder  
1- 5 shelf bookcase  
1- Metal storage cabinet

**Cashroom:**

1- Cummins coin sorter/counter with printer  
1- Cannon calculator  
2- Chairs  
1- Desk with overhead storage  
1- 2 door safe  
1- Accubanker bill counter  
13- Paystation cashboxes  
6- Paystation coin boxes  
1- Coin collection cannister  
1- Wall key box  
1- Coin collection cannister dolly

**Back Office ( Enforcement):**

1- Counter with storage  
1- AT&T 2 line phone  
1- Bulletin board  
3- Enforcement tablets with charging cords  
3- Clancy citation printers with charging cords  
4- Equipment bags  
1- Microwave  
1- Small refrigerator  
Assorted maintenance tools  
3- Paystation covers  
50- Double meter bags  
15- Single meter bags  
1- Wall key box  
4- Boxes Bill reader cleaning cards  
1- Box card reader cleaning cards  
3- Rolls paystation paper  
3- Rolls Richardson paystation paper  
5- Boxes orange citation envelopes  
1- Surge protector  
1- 40 gallon trash can

**Bathroom:**

1- 4 shelf bookcase  
1- Wall paper towel dispenser  
1- Mop bucket  
1-Mop  
2- Brooms



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- 1- Plunger
- 4- Utility buckets
- 1- Wall mirror
- 1- Wall soap dispenser

**Signage:**

- 290- H stake sign frames
- 98- No Parking
- 92- Event Parking
- 56- Blue arrows
- 28- Red arrows
- 9- 6am-3am
- 16- \$15
- 15- \$20
- 28- \$10
- 46- Stonewall Parking
- 6- No Entry
- 7- Small misc signs
- 13- Large misc signs
- 30- Large Event parking
- 2- Large Parking Lot Full
- 2- Large Disabled Parking Only

- 2- Large Park Mobile Only
- 1- Large Reserved Parking
- 1- Large VIP Parking
- 4- Large Vehicles Must Exit

**Miscellaneous ( paystation/meter equipment):**

- 2- Meters
- 29- Coin Validators
- 7-Meter backup batteries
- 30- Black pole covers
- 5- Meter domes
- 3- Paystation screens
- 8- Meter card readers (mustaches)
- 10- Paystation batteries
- 3- Paystation modems
- 31-Meter bases
- 4- Paystation bill readers
- 35-Meter housings
- 4- Paystation printers

**End of Addendum # 1**

**OIG 20-002-M**

# **EXHIBIT 3**

**AGREEMENT FOR PARKING MANAGEMENT SERVICES  
BETWEEN THE CITY OF WILTON MANORS AND  
LANIER PARKING METER SERVICES, LLC**

**THIS AGREEMENT FOR PARKING MANAGEMENT SERVICES** (the “Agreement”) is made and entered into this 26<sup>th</sup> day of March, 2019 (the “Effective Date”), by and between the **CITY OF WILTON MANORS**, a Florida municipal corporation (the “City”) and **LANIER PARKING METER SERVICES, LLC.**, a Georgia Limited Liability Company that is duly authorized to conduct business in Florida (the “Company”) with offices in Atlanta, Georgia.

**GENERAL RECITALS**

**WHEREAS**, on September 26, 2018, the City released a Request for Proposals for Parking Management Services RFP # 2018-09, and on October 25, 2018 released Addendum No. 1 (collectively the “RFP”); and

**WHEREAS**, Company, in compliance with the bidding requirements announced by the City, submitted a proposal in response to the RFP on November 6, 2018 (“Response”); and

**WHEREAS**, on December 18, 2018, and January 9, 2019, in accordance with the bidding requirements announced in the RFP, the City’s Evaluation Committee ranked Company number 1 as having submitted the bid that was the lowest, responsive and responsible, and recommended that the City enter into this Agreement with Company; and

**WHEREAS**, on February 12, 2019, the City Commission designated Company as having submitted the bid that was the lowest, responsive and responsible to the City and authorized the execution of this Agreement; and

**WHEREAS**, the City and the Company desire to enter into this Agreement for the Company to provide parking management and enforcement services (as defined in Article 2 of this Agreement) for approximately 479 on and off street parking spaces (exclusive of parking lots located off Wilton Drive to be utilized for employees of businesses located on Wilton Drive) in downtown Wilton Manors, Florida (the “Project”) in accordance with the terms and conditions set out herein;

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the covenants and conditions contained in this Agreement, the parties agree as follows:

## **AGREEMENT**

### **ARTICLE 1 – COMMENCEMENT OF AGREEMENT**

The City is entering into this Agreement with the Company with the understanding that the Company is an experienced professional firm capable of managing the day-to-day parking management needs of the City of Wilton Manors, Florida. In providing the Services to the City, the Company is expected and required to instill and maintain a very strong focus on customer service in all its employees; demonstrate its expertise in parking enforcement matters; and provide a stable, well-trained workforce to provide the Services specified by the City and as discussed in this Agreement.

### **ARTICLE 2 - OVERVIEW OF SERVICES**

For the consideration provided in Section 6.1.2 hereunder, the Company shall provide to the City all parking management services specified in this Agreement and in the Scope of Services which is attached hereto as Exhibit 1, and also as set forth in Section 2 of the RFP both of which are incorporated herein by this reference (the "Services"). Services will be performed within the guidelines and policies of the City and in compliance with all Federal, State and local laws, ordinances, and regulations. The City will unilaterally determine enforcement levels in accordance with its policies. Company agrees and acknowledges that Company is prohibited from exempting any provision of the RFP or of this Agreement in connection with any of the Services. Company shall comply with each and every provision of the RFP and the Response which is incorporated herein by this reference. In the event of any conflict between this Agreement, the RFP and the Response, unless provided to the contrary herein, the RFP shall prevail over this Agreement and the Response, and this Agreement shall prevail over the Response.

The Company will be required to provide and manage qualified and trained personnel in sufficient numbers to provide the Services requested by the City.

#### **2.1 *Regularly Scheduled Services***

The Company will provide the City with a schedule listing all staff assignments, including all enforcement locations. The City may require, in its sole discretion, adjustments to the weekly staffing levels during the term of this Agreement to meet the City changing needs.

## **2.2 *Emergency Services***

In the event an emergency arises and there is an unanticipated sudden need for Emergency Services (the "Emergency Services"), the Company will provide such Emergency Services within two (2) hours' notice by the City. The Company's contact person for Emergency Services is its Project Manager. The Project Manager will be available and can be reached 24 hours per day, 365 days per year as follows:

Project Manager – Joann Walley.

In addition, the City may contact the COMPANY corporate staff 24 hours a day, 365 days a year for emergency or any other reasons.

## **2.3 *Permanent Additions, Deletions and Changes to Services***

The City, in its sole and absolute discretion, will have the right to add, delete, or change any of the Services in response to its changing needs. The City will submit all notices for revisions in Services in writing with reasonable advance notice to the Company, except for Emergency Services which shall be provided by Company as set forth in Section 2.2 herein. For any services not originally contemplated by this Agreement, the Company and City shall mutually agree upon fair and reasonable rates.

The City also agrees that the Company may manage any new parking services implemented by the City under the same terms and conditions as the Services defined herein.

## **2.4 *Subcontracting***

Company acknowledges and agrees that it shall be the prime contractor and shall remain fully responsible for the performance of all obligations required to be performed by the Company or any subcontractors under this Agreement. No subcontracting shall be permitted under the terms of this Agreement without the prior written consent of the City. If the requirements of this Section 2.4 are met and the subcontractor is approved in writing by the City, the subcontractor shall then, and only then be considered an "Approved Subcontractor." The Approved Subcontractor shall provide proof of insurance at the same amounts required of the Company (see Article 11), and shall name the City as an additional insured. Company shall not accept any compensation or rebate from any subcontractor, Approved or otherwise. Company shall perform background checks on all subcontractors.



## 2.5 *Capital Improvements*

Company shall, at Company's sole cost and expense, subject to the terms of reimbursement as set forth in Section 2.5(d) below, purchase for the exclusive use and benefit of the City in connection with Company's delivery of Services, the equipment described on Exhibit 2 attached hereto and incorporated by reference (the "Equipment"), subject to the following terms and conditions:

- a. The estimated retail price for the Equipment shall not be more than the total fair market cost of the Equipment (collectively, including taxes and installation charges,). The City shall not be required to reimburse Company any amount in excess of the total fair market cost of the Equipment.
- b. Company shall, within thirty calendar (30) days of (i) the date the Equipment is deemed fully amortized, or (ii) the date Company receives payment in full by the City of any unamortized portion of the Equipment (whichever is applicable), convey ownership of the Equipment to the City by Bill of Sale in a form acceptable to City, free and clear of all liens, encumbrances or claims of any kind.
- c. Attached hereto and incorporated herein by reference as Exhibit 3 is a schedule amortizing the estimated retail price of the Equipment. The Equipment shall be amortized over a 36 month period beginning with the Commencement Date and ending on the expiration of the Term. The amortization schedule for all pieces of Equipment is referred to herein as the "Amortization Schedule".
- d. In the event City terminates this Agreement prior to the end of the Term, City shall pay to Company, within thirty (30) days after the date of termination, the full amount of the unamortized Equipment as reflected on the Amortization Schedule. In the event this Agreement remains in effect until the end of the Term, the City shall have no obligation to make any payment of any kind whatsoever to Company in exchange for the transfer of the Equipment.
- e. **Security Interest.** The Equipment is and shall remain Company's sole property during the Term of this Agreement unless and until title is transferred to City pursuant to subparagraph 2.5 (b) above. If Company requests, City agrees to sign reasonable financing statements in order for Company to publicly record its security interest in the Equipment. This Agreement or a copy of this Agreement shall be sufficient as a financing statement and may be filed as such.
- f. Upon transfer of the Equipment by Company to City as described in subparagraph 2.5(b) above, the Equipment shall be and remain the sole property of the City.

**2.6 *Project Manager***

The Company will provide an on-site manager with the experience, qualifications and accessibility as provided in this Agreement (the "Project Manager").

**2.7 *Assignment***

The Agreement may not be assigned by Company except with the prior written consent of City.

**ARTICLE 3 - COMPANY PERSONNEL**

**3.1 *Key Personnel***

The Company shall provide Services pursuant to the terms of this Agreement through its key personnel. The Company shall maintain and provide a copy to the City of a list of all key personnel involved with the Project. Additionally, the Company shall provide the City with timely notice of any changes in its key personnel.

**3.2 *Company Personnel Approval, Removal, Replacement or Additions***

The City will have the option, for any lawful reason, to require the replacement of any individual employee assigned to provide Services at any time, following written notice and a reasonable period of time to make such change(s), during the term of this Agreement (specifically including but not limited to the Project Manager). Also, the City will have the right to require any additional personnel that the City deems necessary to maintain the desired level of Services.

**ARTICLE 4 - LEGAL NOTICES**

Any notice, consent or other communication required or contemplated by this Agreement shall be in writing and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below:

**City:**  
City of Wilton Manors  
City Manager  
Leigh Ann Henderson  
2020 Wilton Drive  
Wilton Manors, FL, 33305  
Phone: 954-390-2120  
Fax: 954-390-2199  
Email: lhenderson@wiltonmanors.com

**With a copy to:**

City Attorney  
Kerry L. Ezrol, Esq.  
Goren, Cherof, Doody & Ezrol, P.A.  
3099 E. Commercial Blvd., Suite 200  
Fort Lauderdale, FL 33308  
Phone: 954-771-4500  
Fax: 954-771-4923  
kezrol@GorenCherof.com

**Company:**

Lanier Parking Meter Services, LLC  
Attn: Legal Department  
RE: C 2019 - 02275  
Phone: 404-881-6076  
Fax: 404-881-6077  
2600 Harris Tower  
233 Peachtree St, NE  
Atlanta, GA 30303  
Email: Bijan@Citizensparking.com

**With a copy to:**

Lanier Parking Meter Services, LLC  
Steve Resnick  
Senior Vice President – Municipal Division  
Citizens Lanier Holdings  
2600 Harris Tower  
233 Peachtree Street  
Atlanta, GA 30303  
Phone: 818-943-0390  
Email: SResnick@GOVTParking.com

Notice shall be effective upon the date of receipt by the intended recipient, provided that any notice that is sent by telefax or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

## **ARTICLE 5 - TERM**

The term of this Agreement will be for a period of three (3) years, beginning on April 1, 2019 and ending at midnight on March 31, 2022 (the "Initial Term"). During the Term, Company shall use its best efforts to lease office space (the "Office Lease") in the City on Wilton Drive. The City in its sole and absolute discretion shall have the option to extend the term of this Agreement for two (2) additional two-year periods, if notice of its intention to extend is given at least three (3) months prior to the applicable expiration date (the "Extended Term") (Initial Term and any Extended Terms are collectively referred to herein as the "Term").

## **ARTICLE 6 - COMPENSATION AND PAYMENTS**

### **6.1 Compensation.**

**6.1.1 *Reimbursement for Expenses.*** The City will reimburse all of the Company's reasonable budgeted expenses, including, but not limited to, the costs associated with the Office Lease, the costs of advertising the city's brand during the term of the Agreement, and the costs incurred in providing the Services, including reimbursement for all equipment, material and supplies furnished by the Company in accordance with the approved Budget, a copy of the approved Budget for the remainder of Fiscal Year 2019 is attached hereto as Exhibit 4 (the "Operating Expenses"), and further in accordance with future budgets duly approved by the City. All reimbursable expenses and all non line-item budgeted expenses at any time during the term of this agreement, including but not limited to all Company staff salary increases, must be approved in writing in advance by the City's Coordinator. For purposes of this section, "reasonable expenses" shall not include any payments made by the Company to satisfy a judgment, settle a legal claim, or pay a fine or civil penalty.

**6.1.2 *Management Fee.*** The Company will receive a management fee in exchange for the Services provided hereunder in the amount of 4.75% of Citation/Fine/Fee Revenue and 3.25% of all other categories of Revenue, as that term is hereinafter defined, from the Project, (the "Management Fee"). The Management Fee shall be calculated and payable monthly based on Gross Revenue from the immediately preceding month. For purposes of this Section, "Gross Revenue" shall mean all revenues collected by the Company or the City (excluding all sales taxes or other charges required to be remitted to any governmental agency) related to the Project, including, but not limited to, Meter Revenue, Monthly Parking Revenue, Booting/Towing Revenue and Citation/Fine/Fee Revenue, pursuant to the provisions of this Agreement. Gross Revenue shall not include Event Revenue. The Company agrees to pay any and all sales taxes or other charges required to be remitted to any governmental agency on behalf of the City prior to their due date; however, City acknowledges that City will ultimately bear any responsibility for any liability related to such taxes, including underpayment.

**6.1.3 *Sales and Use Tax.*** The City is a tax exempt entity (State Tax Exempt Certificate No. 85-8012646214C-7) and is not obligated to pay sales, use or other similar taxes. If City is not exempt for a particular tax it will reimburse Company for these taxes.

## **6.2 Cash Management.**

The Company shall deposit the Gross Revenue daily into a bank account designated by the City. The Company is in possession of the City's deposit in the amount of \$31,174.27 ("Operating Advance"). The Company shall pay all Operating Expenses for the first months operating under the Term out of the Operating Advance. On or before the 20th day of each month, the Company will give the City a statement for the preceding calendar month setting out the Gross Revenue, Management Fee, and Operating Expenses for such month (the "Statement"), together with an invoice for the amount of the monthly Operating Expenses and Management Fee. The City shall pay to the Company the amount of the invoice within fifteen days following its receipt. In the event the City fails to reimburse the Company within the fifteen (15) day period, and the City does not remedy such failure within five (5) days of receipt of written notice from the Company, then in addition to all other remedies available at law, the Company shall have the right to terminate this Agreement with immediate effect. Upon termination of this Agreement, if the City is not then in default, the Company shall return to the City the remaining balance of the Operating Advance.

## **6.3 Budget**

Budgeted expenses shall be based on an approved line item budget to be derived based on the Scope of Services to be provided hereunder and the number of parking meters owned or designated by the City for Services. After the Initial Budget, an annual budget shall be submitted by April 1<sup>st</sup> for the fiscal year beginning October 1st of each year and will be subject to formal approval by the City Commission of the City during its normal annual budget approval process. The annual budget of the City is approved during September for the fiscal year beginning October 1st ("Approved Budget").

If the parties are unable to agree to an Approved Budget for any upcoming year and under the time frames discussed above, then the prior year's Approved Budget shall prevail until the parties agree to the upcoming year's Approved Budget.

The Approved Budget shall be in a form consistent with the City budget. Expenses paid by the Company shall be reimbursed only if part of the Approved Budget or if approved in advance in writing by the City. Any expenses incurred in excess of the Approved Budget, and which has not been approved in writing by the City in advance for such year, shall be at the sole cost of Company.

**6.4 Payment to Subcontractors**

Upon completion, or as otherwise requested by the City, the Company shall provide to the City documentation of contract payments to any Approved Subcontractor, as provided in Section 2.5 herein.

**6.5 Accounting and Auditing**

The Company shall maintain complete and accurate records, using Generally Accepted Accounting Practices (GAAP), of all costs and revenue collections related to this Agreement and the Services provided herein. Such records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the City's agent or authorized representative to the extent necessary to adequately permit evaluation and verification of any collections, invoices, payments, or claims submitted by the Company or any of its payees in connection with this Agreement. Records subject to examination will include, but are not limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement.

For the purpose of such inspections, the City's agent or authorized representative shall have access to said records from the Effective Date of this Agreement, for the duration of the Services, and until one (1) year after the date of final payment by the City to the Company pursuant to the terms of this Agreement.

The City's agent or authorized representative shall have access to the Company's facilities and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this Article 6. The City will give the Company reasonable advance notice of planned inspections. The Company also agrees to an annual audit of the Services-related financial information by an independent auditor selected by the City in its sole and absolute discretion.

**ARTICLE 7 - TERMINATION**

**7.1 Termination for Default**

By giving written notice, either party may terminate this Agreement upon the occurrence of one or more of the following events, each of which constitute a non-exclusive "Event of Default" under this Agreement:

- a. The other party violates or fails to perform any covenant, provision, obligation, term, or condition contained in this Agreement, provided that, unless otherwise provided in this Agreement, such failure or violation shall not be cause for termination if the

defaulting party cures such default (if the default is susceptible to cure) within thirty (30) days of receipt of written notice of default from the other party or such additional time as is reasonably necessary to cure such default, or

- b. The Company makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Agreement, or any covenant, agreement, obligation, term, or condition contained in this Agreement.

Any notice of default shall state the party's intent to terminate this Agreement if the default is not cured within the specified time period, if applicable

#### **7.2 *Termination Without Cause***

Either party shall have the right to terminate this Agreement at any time with or without cause upon not less than ninety (90) days prior written notice to the other party.

#### **7.3 *Obligations Upon Expiration Or Termination***

Upon termination of this Agreement, the Company shall promptly provide or return to the City all equipment, materials, documents, or data, whether in written, graphic, machine readable or other form, supplied by the City or produced by the Company in connection with this Agreement and the Services provided therein, in as good condition as when delivered, reasonable wear and tear excepted. The City shall reimburse the Company for any and all costs that it incurs related to the Office Lease after the Agreement has been terminated, if the termination is initiated by the City. If this Agreement is terminated at the initiation of the Company, the City will have no obligation to reimburse the Company for any or all costs it incurs after termination that are related to the Office Lease.

#### **7.4 *No Effect On Taxes, Fees, Charges Or Reports***

Any termination of this Agreement will not relieve the Company of the obligation to pay any fees, taxes, or other charges then due to the City or any other entity, or relieve the Company of the obligation to file any daily, monthly, quarterly, or annual reports covering the period through termination date, or relieve the Company from any claim for damages previously accrued or then accruing against the Company through the termination date.

**7.5 *Authority to Terminate***

The City Manager has the authority, without the necessity of further action by the City, to exercise, on behalf of the City, any and all of the City termination rights set forth in this Agreement.

**7.6 *Other Remedies***

Upon termination of this Agreement, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedies.

**ARTICLE 8 - COVENANTS AND REPRESENTATIONS**

The Company covenants and represents that the Services it contemplates providing shall satisfy all requirements set forth in this Agreement. All Services performed by the Company pursuant to this Agreement shall meet the highest industry standards and shall be performed in a professional and workmanlike manner by staff with the necessary skills, experience, and knowledge. The Company will not violate any agreement with any third party by entering into or performing this Agreement.

The Company further represents and covenants that:

- a. It is validly existing and in good standing under the laws of the State of Georgia and is duly authorized to conduct business in the State of Florida;
- b. It has all the requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement;
- c. The execution, delivery, and performance of this Agreement have been duly authorized by the Company;
- d. No approval, authorization, or consent of any governmental or regulatory authority is required to be obtained or made by it in order for it to enter into and perform its obligations under this Agreement; and
- e. In connection with its obligations under this Agreement, it shall comply with all applicable Federal, State and local laws and regulations and shall obtain all applicable permits and licenses.

**ARTICLE 9 - INDEMNIFICATION**

**9.1** To the fullest extent permitted by law, the Company shall indemnify, defend and hold harmless the City and City officers, agents and employees from and against any and all



claims, losses, damages, obligations, liabilities and expenses (including reasonable attorneys' fees) that arise directly from any negligent act(s), error(s) or omission(s) or willful misconduct by the Company or any of its agents, employees or subcontractors (or any allegations of any of the foregoing), including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal by the Company or any of its agents, employees, or subcontractors.

In any and all claims against the City or any of the City's officers, agents or employees by any employee of the Company, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Company or any subcontractor under workers' or workmen's' compensation acts, disability benefit acts or other employee benefit acts.

## **9.2 *Sovereign Immunity***

The City is a political subdivision of the State of Florida and enjoys sovereign immunity. Nothing in the Agreement is intended, nor shall be construed or interpreted, to waive or modify the immunities and limitations on liability provided for in Section 768.28, Florida Statutes, as may be amended from time to time, or any successor statute thereof. To the contrary, all terms and provisions contained in the Agreement, or any disagreement or dispute concerning it, shall be construed or resolved so as to insure City of the limitation from liability provided to the State's subdivisions by state law.

## **ARTICLE 10 - INSURANCE**

The Company shall purchase and maintain during the life of this Agreement with an insurance company acceptable to the City and authorized to conduct business in the State of Florida the following insurance listing the City as additional insureds:

**10.1 Worker's Compensation and Employer's Liability Insurance** for all employees of the Company engaged in work under this Agreement in accordance with the laws of the State of Florida. The Company shall be responsible for the employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

**10.2 Comprehensive General Liability Insurance** with the following minimum limits of liability: \$ 500,000.00 Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence. Coverage shall specifically include the following minimum limits not less than those required for Bodily Injury Liability and Property Damage to include: (1) Premises and Operations; (2) Independent Contractors; (3) Products and Completed Operations; (4) Broad Form Property Damage; (5) Broad Form Contractual Coverage applicable to the Agreement and specifically confirming the indemnification and hold harmless agreement in the Agreement; (6) Personal Injury Coverage with employment and contractual exclusions removed and deleted.

**10.3 Comprehensive Automobile Liability Insurance** for all owned, nonowned and hired automobiles and other vehicles used by the Company in the performance of the work with the following minimum limits of liability: \$250,000.00 Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence.

**10.4 Professional/Errors & Omissions - \$250,000.00**

**10.5 Employee dishonesty/theft - \$250,000.00**

Prior to the Effective Date and thereafter prior to the renewal date of such insurance, the Company shall deliver to the City a certificate evidencing the existence of the insurance required above and providing that such insurance cannot be amended or canceled except upon the insurer having given thirty (30) days' prior written notice (or such other notice as is required pursuant to the terms of such insurance policy) thereof to the City.

The City does hereby waive all rights of recovery, if any, against the Company for damage to, or destruction of, its properties in the event such damage or destruction is caused by fire or other casualty which can be covered under a standard fire and extended coverage insurance policy.

The City expressly acknowledges that the Company's obligations in connection with the management, operation and delivery of the Services, and employment of persons in connection therewith, do not include the rendition of service, supervision, or furnishing of personnel in connection with the personal safety and security of employees, tenants, customers, or other persons. The Company does not have knowledge or expertise as a guard or security service, and does not employ personnel for that purpose, nor do the Company's employees undertake the obligation to guard or protect customers against the intentional acts of third parties. The City shall determine, at the City's discretion, whether and to what extent any precautionary warnings, security devices, or security services may be required to protect patrons in and about where the Services are to be performed during the Term of the Agreement, Company shall carry, and at all

times maintain in full force and effect, sufficient insurance to provide the coverage described in the Agreement.

The insurance shall cover Company in the performance of Services under the Agreement. Company shall provide to City an appropriate certificate of insurance evidencing compliance with the Agreement. Company shall, for a period of two (2) years following the termination of the Agreement maintain a reporting endorsement or "tail coverage" in an amount equal to that described above. All policies shall contain a provision that the insurer shall give City at least 30 days written notice prior to cancelling, terminating, or reducing the amount of Company's insurance.

#### **ARTICLE 11 - GENERAL COMPLIANCE WITH LAWS AND REGULATIONS**

The Company shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the Services provided herein. If, due to conflicts between two or more such ordinances, statutes, laws, rules, and regulations (the "Regulations") or due to conflicts in the interpretation or enforcement of such Regulations by courts or governing bodies having jurisdiction over the Services, the Company is unable to comply with such Regulations, the Company shall exercise usual and customary professional care in the exercise of its professional judgment in complying with such conflicting Regulations. The Company further agrees that it will at all times during the Term of this Agreement be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to workers' compensation, the Fair Labor Standards Act, the Americans with Disabilities Act (ADA), the Family and Medical Leave Act, and all Occupational Safety and Health Administration (OSHA) regulations applicable to the Services provided herein.

##### ***11.1 Non-Discrimination***

The Company agrees that it has adopted and will maintain and enforce a policy of non-discrimination in compliance with Section 2-269 of the City's Code of Ordinances, which is attached to the Response. The Company agrees that it will inform the City of any alleged violation(s) of employment practices involving any employees who provide Services which are asserted in any claims filed with the Equal Employment Opportunity Commission, Labor Department or any other federal or state compliance agency. Also, the Company will inform the City of the final disposition of such cases.

##### ***11.2 Equal Opportunity***

The City is committed to promoting equal opportunities for all and to eliminating prohibited discrimination in all forms. Prohibited discrimination means discrimination as described in Section 2-269 of the City's Code of Ordinances. Without limiting the

foregoing, prohibited discrimination also includes retaliating against any person, business or other entity for reporting any incident of prohibited discrimination. It is understood and agreed that not only is prohibited discrimination improper for legal and moral reasons, prohibited discrimination is also an anti-competitive practice that tends to increase the cost of goods and services to the City and others.

As a condition of entering into this Agreement, the Company further agrees to promptly provide to the City all information and documentation that may be requested by the City from time to time regarding the solicitation and selection of subcontractors. Failure to maintain or failure to provide such information constitutes grounds for the City to terminate or withhold payment of Management Fees under this Agreement.

### ***11.3 Anti-Harassment***

The Company agrees to make itself aware of and comply with the City's Anti-Harassment Policy, a copy of which has been provided to the Company. The City will not tolerate or condone acts of harassment based upon race, sex, sexual orientation, gender identity, marital status, religion, national origin, color, age, or disability.

## **ARTICLE 12 - DRUG FREE WORKPLACE REQUIREMENT**

The Company shall provide a drug-free workplace during the performance of this Agreement.

This obligation is met by:

- a. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the Company's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about (i) the dangers of drug abuse in the workplace, (ii) the Company's policy of maintaining a drug-free workplace, (iii) any available drug counseling, rehabilitation, and employee assistance programs and (iv) the penalties that may be imposed upon employees for drug abuse violations;
- c. Notifying each employee that as a condition of employment, the employee will (i) abide by the terms of the prohibition outlined in this Article and (ii) notify the Company of any criminal drug statute conviction for a violation occurring in the workplace not later than five (5) days after such conviction;

- d. Notifying the City within ten (10) days after receiving from an employee a notice of a criminal drug statute conviction or after otherwise receiving actual notice of such conviction, unless otherwise forbidden to communicate such information to third parties under the Company's drug-free awareness program or other restrictions;
- e. Imposing a sanction on, or requiring the satisfactory participation in a drug counseling, rehabilitation or abuse program by an employee convicted of drug crime;
- f. Making a good faith effort to continue to maintain a drug-free workplace for employees; and
- g. Requiring any party to which it subcontracts any portion of the work under the Agreement to comply with the provisions above.

Failure to comply with the above drug-free workplace requirements during the performance of the Agreement shall be grounds for suspension, termination or debarment.

## **ARTICLE 13 - MISCELLANEOUS PROVISIONS**

### ***13.1 Relationship Of The Parties***

The relationship of the parties established by this Agreement is solely that of independent contractors, and nothing contained in this Agreement shall be construed to (i) give any party the power to direct or control the day-to-day activities of the other; or (ii) constitute such parties as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking; or (iii) make either party an agent of the other for any purpose whatsoever. Neither party nor its agents or employees is the representative of the other for any purpose, and neither has power or authority to act as agent or employee to represent, act for, bind, or otherwise create or assume any obligation on behalf of the other.

### ***13.2 Entire Agreement***

This Agreement is the entire agreement between the parties with respect to its subject matter, and there are no other representations, understandings, or agreements between the parties relative to such subject matter. This Agreement supersedes all prior agreements, negotiations, representations, and proposals (the "Prior Agreements"), written or oral, except to the extent such Prior Agreements are incorporated by reference into this Agreement.

**13.3 Amendment**

No amendment or change to this Agreement shall be valid unless in writing and signed by both parties to this Agreement.

**13.4 Governing Law and Jurisdiction**

The parties acknowledge that this Agreement is made and entered into in Broward County, Florida. The parties further acknowledge and agree that Florida law shall govern all rights, obligations, duties, and liabilities of the parties to this Agreement, and that Florida law shall govern interpretation of this Agreement and any other matters relating to this Agreement (all without regard to Florida conflicts of laws principles).

The parties further agree that any and all legal actions or proceedings relating to this Agreement shall be brought in a state or federal court sitting in Broward County, Florida. By execution of this Agreement and to the extent permitted by law, the parties submit to the jurisdiction of said courts and hereby irrevocably waive any and all objections that they may have with respect to venue in any of the above courts.

**13.5 Binding Nature and Assignment**

This Agreement shall bind the parties and their successors and permitted assigns. Neither party may assign this Agreement without the prior written consent of the other. Any assignment attempted without the written consent of the other party will be void.

**13.6 Recitals**

The General Recitals listed in the beginning of this Agreement are incorporated herein and made a part hereof.

**13.7 Severability**

The invalidity of one or more of the phrases, sentences, clauses, sections or articles contained in this Agreement shall not affect the validity of the remaining portion of the Agreement so long as the material purposes of this Agreement can be determined and effectuated. If any provision of this Agreement is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its original intent.

### **13.8 Approvals**

All approvals or consents required under this Agreement must be in writing and signed by an appropriate representative of the respective party.

### **13.9 Waiver**

No delay or omission by either party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach of this Agreement shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party waiving its rights.

### **13.10 Conflict of Interest**

The Company covenants that its officers, employees, shareholders and subcontractors have no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services required to be performed under the term of this Agreement.

### **13.11 No Bribery or Lobby**

The Company certifies that to the best of its knowledge, information, and belief, neither it, any of its affiliates or subcontractors, nor any of its employees of any of the forgoing has bribed or lobbied, or attempted to bribe or lobby, an official or employee of the City in connection with this Agreement.

### **13.12 Company Access to City Facilities**

Arrangements for access to City facilities will be made between the Coordinator and the Company. The Company will be required to sign for all keys when issued and return all keys upon termination of this Agreement. The Company shall report any loss or misuse of keys immediately and will promptly reimburse the City for any re-keying as a result of such loss or misuse.

### **13.13 City's Right to Dismiss Fees and Fines**

The City Manager has the unilateral right to dismiss any individual parking ticket or other citation and/or direct the Company to reimburse any fees.

***13.14 Joint Preparation***

Preparation of this Agreement has been a joint effort of City and Company and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

***13.15 Execution***

This Agreement may be executed and distributed by facsimile or electronically by pdf and a copy of the Agreement executed and distributed by facsimile or electronically by pdf shall be deemed an original for all purposes. The Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

**ARTICLE 14 - PUBLICITY AND STATEMENTS TO THE PRESS AND THE PUBLIC**

Advertising, sales promotion or other materials of the Company or its agents or representatives shall limit the identification or reference to this Agreement to the general description of the Services. As a condition of entering into this Agreement, the Company further agrees to refrain from the following, absent the City's prior written approval: (1) making any statement to the media or public regarding the subject matter of this Agreement or the City's position on any issue relating to this Agreement; or (2) making any statement to the media or public on any issue which is in the City's sole and absolute judgment likely to cast doubt on the competence or integrity of the City or the Company. Failure to comply with this Article by the Company shall constitute a material breach and, without limiting any other remedies the City may have, shall entitle the City to terminate this Agreement for default.

**THIS AGREEMENT**, entered into by and between the City and the Company and as of the Effective Date for the Services set forth herein for the City of Wilton Manors, Florida.

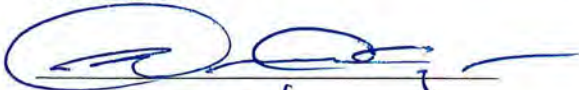
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COMPANY

Lanier Parking Meter Services, LLC., a Georgia Limited Liability Company

WITNESSES:



Winston W. Cooper  
Print Name




Brooks Parrott  
Print Name

BY: LANIER PARKING HOLDINGS, INC., a Georgia Corporation, Manager

By:   
Brian R. Dubay, CFO

ATTEST:

  
SECRETARY

STATE OF GEORGIA )  
COUNTY OF FULTON )

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgements, personally appeared, Brian R. Dubay, CFO of Lanier Parking Holdings, Inc., a Georgia corporation, as Manager of Lanier Parking Meter Services, LLC, a Georgia limited liability company, who is personally known to me or has produced \_\_\_\_\_ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 14th day of March, 2019.


  
NOTARY PUBLIC  
My Commission Expires  


CITY:

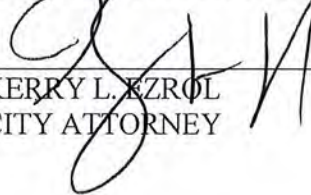
CITY OF WILTON MANOR

ATTEST:

  
FAITH LOMBARDO,  
CITY CLERK

BY:   
JUSTIN S. FLIPPEN, MAYOR

APPROVED AS TO FORM

  
KERRY L. EZROL  
CITY ATTORNEY

*(Space intentionally left blank)*

**EXHIBIT 1**  
**SCOPE OF SERVICES TO BE PROVIDED BY COMPANY**

**2.3 NATURE OF SERVICES REQUIRED**

The Company shall provide overall management of all on- and off-street parking assets, including parking enforcement, meter maintenance, and revenue collections. In providing Services, the Company will be responsible for and focus on the following areas and goals:

- a. Be the City's partner in a cooperative effort to develop and implement a creative and achievable long-term parking plan, including recommendations for expanding parking inventory and/or availability.
- b. Manage the City's day-to-day parking operations as specified in more detail below.
- c. Provide financial reporting related to the Services
- d. Enforce parking regulations in compliance with City Code and State law;
- e. Furnish, install, and maintain meters, paystations, and any related equipment.
- f. Coordinate with the City, Florida Department of Transportation (FDOT), and FDOT's contractor during the upcoming Wilton Drive lane narrowing construction project.

**2.3.1. General Services Required**

- a. Assist and consult with the City as necessary in any design of or modifications to the Services.
- b. Ongoing day-to-day management of the City's parking operations, including working with downtown businesses, neighborhood groups and other organizations as needed.
- c. Assist in procurement of any capital improvements including parking meters, paystations, support vehicles, equipment, etc.
- d. Assist with extending the current relationship with pay-by-app service provider (ParkMobile) or establishing a relationship with a qualified new pay-by-app provider acceptable to the City.
- e. Assist with research and implementation of technological improvements or solutions.
- f. Be available to respond to City calls when needed and attend group and or City Commission meetings when asked by City.
- g. Install and maintain parking equipment in accordance with the standards determined by the City..
- h. Provide sufficient personnel to issue parking citations at a level of enforcement appropriate for the City of Wilton Manors.
- i. Provide special training for all enforcement personnel. Provide training manual as verification.
- j. Require each enforcement officer to complete training and certification as a Parking Enforcement Specialist.
- k. Provide training opportunities for employees interested in receiving training and certification as Traffic Control Officers.

- l. Provide necessary traffic control equipment and resources for the use of employees certified as Traffic Control Officers including but not limited to traffic vests, traffic gloves, traffic direction batons, and a whistle; and make this equipment available to employees while on duty.
- m. Provide vehicle immobilization services as required by the City.
- n. Handle all customer services associated with the program.
- o. Provide weekly, monthly, annual, and ad hoc reports as required by the City.
- p. Provide any other services which the Company is capable of providing.

### **2.3.2. Parking Meter and Parking Enforcement**

- a. Manage approximately 500 City-owned metered parking spaces. (See Exhibit A)
- b. Install and manage additional City-owned parking meters as instructed by the City. The City reserves the right to adjust the number of parking meters and spaces in its sole discretion.
- c. Must know how to use, install, and maintain IPS meters and paystations.
- d. If desired, issue residential parking permits or other parking permits.
- e. Enforce parking regulations relating to meters and other parking controls within Wilton Manors. Enforcement activities will include electronic ticketing, and vehicle immobilization. The City may adjust the geographic locations and any other criteria for enforcement activities in its sole discretion.
- f. Establish designated patrol routes for its enforcement officers. The City will provide the Company with adequate information regarding the location of meters and timed parking zones.
- g. Respond to requests from the City to suspend or emphasize enforcement along certain roads or in certain areas. The City also reserves the right to temporarily suspend enforcement along any street, or in any zone, according to the needs of the City. The City will provide the Company reasonable advance notice concerning the location and duration of any such suspension or higher level of enforcement.
- h. Enforce parking regulations for special events, including festivals, events, weather emergencies, etc.
- i. Cooperate with the City's Police Department to be "extra sets of eyes and ears" on the street, reporting any illegal or suspicious activities.
- j. Assist the City's Police Department as needed to disseminate public safety information to the community, including but not limited to information on missing-endangered persons, crime trends, wanted persons and other matters of public safety.
- k. Assist the City's Police Department as needed by providing employees certified as Traffic Control Officers to assist with directing traffic in the event of a natural disaster, catastrophic event, critical incident or other unusual occurrence.

### **2.3.3. Collection of Monies and Accounting (Daily Operations)**

- a. Collect and account for all revenues from the meters installed. All monies collected from parking meters will be deposited daily, in accordance with

- approved guidelines established by the City, into the City's authorized account.
- b. Ensure proper accountability and internal control of all monies collected as evidenced by a procedures manual approved by the City.
  - c. Provide any periodic or special financial and operational reports as requested by the City.
  - d. Should any monies collected by the Company be lost, stolen, unaccounted for or otherwise removed without the authorization of the City from the custody and control of the Company prior to their deposit in the City's approved bank account, the Company shall deposit in said amount a like sum of money within ninety-six (96) hours of such loss, theft or removal. Should said loss, theft or removal be insured or otherwise secured by the Company, any payments made to the City on account thereof shall, if appropriate, be reimbursed to the Company. The Company will be liable for all mismanagement of funds.

#### **2.3.4. Collection of Monies and Accounting (Citations)**

- a. Collect payments on citations from the public. Company should make available to customers a variety of payment options approved by the City, including but not limited to cash, check or credit card.
- b. Provide a web page for customers to pay citations online through a link on the City's website.
- c. Assist in the collection of all outstanding citations related to scofflaws. Outstanding citations may predate the contract period.
- d. Issue late notices for overdue payment of citations and provide follow-up collection services or if the City has an existing contractual relationship with a preferred collection agency to use the City's collection agency.
- e. Input all citation data on a daily basis as specified by the City

#### **2.3.5. Office Administration**

- a. In order to encourage interaction between the contracted Company and community, the City encourages the Company to lease office space along Wilton Drive. The Company will be responsible for procuring all equipment and supplies including computers, telephones, vehicles, auditing devices, coin sorters, etc. The office shall be open to the public during standard business hours approved by the City.
- b. Any equipment, material and supplies purchased by the Company and reimbursed by the City are the property of the City and will not be used for any purpose other than the performance of the Services for the City. The Company shall maintain current records and provide an accounting of all equipment, material, and supplies furnished by the City for use by the Company. The Company will have full responsibility for safeguarding equipment and materials against Company employee negligence, theft, and vandalism.
- c. The Company shall be responsible for purchasing all materials necessary to

carry out all operational functions. These include, but are not limited to, paper for citations and paystation receipts, envelopes, uniforms, office equipment and supplies, and inventory of spare parts for maintenance and repair of meters, and all other necessary equipment.

- d. The Company will coordinate with and advise the City on purchasing any new equipment during the Term.

#### **2.3.6. Personnel Administration**

- a. Parking enforcement personnel will demonstrate high ethical standards of conduct and will observe all written rules and regulations concerning their work assignments.
- b. Supervisors and field personnel will maintain phone and/or radio contact at all times to ensure appropriate oversight of parking enforcement activities.
- c. The Company will arrange for bonding of all personnel who handle monies at an amount acceptable to the City of Wilton Manors.
- d. The Company will ensure that all enforcement, parking meter maintenance and coin collecting personnel wear City-approved uniforms and be properly groomed while on duty. The uniform must display approved insignia that clearly identifies the wearer as being responsible for enforcing parking violations, managing parking facilities or servicing parking meters. The uniform will also have a clearly visible and readable nametag that must be worn at all times.
- e. All other employees of the Company providing services shall at all times be clearly identifiable by uniform, name badges, name tags, or identification cards.
- f. The Company shall employ persons who are fully trained, competent, and qualified with the skills and experience necessary to provide the services during the term of this Agreement.
- g. The Company is responsible for hiring, training, supervising, and compensating its staff members. Company staff members assigned to the Services are employees of the Company.
- h. Company personnel shall at all times assure that its employees shall serve the public in a courteous, helpful, and impartial manner. Correction of any inappropriate behavior or language shall be the responsibility of the Company.
- i. The Company shall respond to any public complaint within twenty-four (24) hours after receipt of the complaint. In the event a report is received alleging an employee of the Company was discourteous, belligerent, profane, or in any way intimidating, either physically or verbally, the Company will submit a written report to the City within seven (7) days of the date of the report, outlining the complete details of the incident. The report will include the nature of the incident, time, date, location, name, address, and telephone number of the person making the allegation. The report will also include the name and title of the employee and the nature of the disciplinary action taken, if any.

### **2.3.7. Training and Customer Service**

- a. Provide thorough training for enforcement and other personnel, including general information and directions to assist customers visiting Wilton Manors.
- b. Assist the City in its efforts to inform the public about the parking program, rules, and regulations.
- c. Respond in accordance with the City's principles on customer service to public inquiries about the parking enforcement services, ticketing and enforcement, or any other citizen concern. The Company will provide a high level of customer service by employing friendly, helpful, customer-oriented personnel.
- d. Provide all enforcement personnel with an adequate supply of material regarding City services for distribution to citizens requesting such information.
- e. Keep an accurate log of all citizens' complaints, their resolution, and the action taken to contact the complainant. The log and all documentary records shall be retained during the term of this Agreement and submitted to the City monthly, or upon request.
- f. Provide customer service training in accordance with industry best practices. The training regimen will be subject to the approval of the City of Wilton Manors.

### **2.3.8. Installation and Maintenance**

- a. Install and maintain parking meters in accordance with the City's standards.
- b. Maintain all paystations, meters, pedestals, meter poles, heads and all other meter accessories in good working condition. Good working condition is defined as repairing/replacing any defective meter within 24 hours of a report of failure.
- c. Ensure poles and pedestals are clean, upright and painted. All Company employees will be required to immediately report any damaged, missing or malfunctioning meters or facilities to the appropriate supervisor.
- d. Implement and follow a regular preventive maintenance schedule for all parking meters.
- e. Keep a log of all complaints about defective meters to be submitted to the City monthly, or upon request. The log will note date, meter number, location, problem and name of the person calling in the problem, the tag number of the car (if any), the date the mechanics checked the meter, the nature of the problem and the date it was corrected.
- f. The Company will be liable for any lost, stolen, unaccounted for or damaged equipment.

### **2.3.9. Safety**

Take adequate steps to ensure the safety and security of all personnel and property. The Company shall provide all training and employ all responsible safety precautions and devices in connection with providing the Services.

### **2.3.10. Special Events**

Assist with planning and implementation of a plan for off-street parking during special events. These events include, but are not limited to festivals, holiday events, weather emergencies, etc. If a special event is scheduled, the Company may also be required to make rate changes as well as special event programming.

In recent years the City has cooperated with non-profit groups to produce two annual signature special events – the Stonewall Street Festival in June, and a Halloween night event on October 31. Both of these events, as well as other special events that may arise, involve street closures and require the Company's assistance before, during, and after the special events.

### **2.3.11. Vehicle Immobilization and Towing**

- a. Arrange for the immobilization (booting) and towing of vehicles in accordance with the City Code. It is the City's policy that towing is not used as a tool for normal daily parking enforcement.
- b. The Company, as an agent for the City, is obligated to use the City's contracted towing company when towing services are necessary.

### **2.3.12. Additional Services**

- a. Make changes to Company procedures as necessary to conform to revisions in the City's ordinances, parking regulations, policies and initiatives.
- b. Review City ordinances to ensure that they are appropriately reinforcing the desired outcome. Provide the City with recommendations if any ordinances are creating a negative impact to the parking program.
- c. The Company is responsible for providing temporary signage and bagging meters on a timely basis to alert the public to special event and other temporary or permanent changes in available on street parking spaces.
- d. Every parking meter must be emptied at least weekly or more often, depending on parking volumes.
- e. Evaluate the parking rates and provide recommendations for rate changes to the City.
- f. Evaluate the areas of paid parking and provide recommendations for new paid parking areas to the City.
- g. Assist with the design, construction and/or operation of a parking structure in the future.



EXHIBIT 2  
EQUIPMENT TO BE PROVIDED BY COMPANY TO CITY

Quantity	Description	Approximate Total Net Market Value
1	Genetec Auto-Vu LPR City System *	\$45,000
1	Chevrolet Spark	\$15,000
3	IPS MS1 Paystations	\$25,000
6	IPS MS1 Paystation Lightbars	\$300
2	Event Handhelds and Line ProReaders	\$2,000
Total:		<u>\$87,300</u>

\* Assuming total market value of \$60,000 less City contribution of \$15,000.

**EXHIBIT 3  
AMORTIZATION SCHEDULE**

	<b>Date</b>	<b>Monthly Payment</b>	<b>Principal</b>	<b>Interest</b>	<b>Lanier's Equity in Equipment</b>	<b>City's Equity in Equipment</b>
	4/01/2019				\$87,300	\$0
1	4/30/2019	\$2,715.57	\$2,170	\$546	\$85,130	\$2,170
2	5/31/2019	\$2,715.57	\$2,184	\$532	\$82,947	\$4,354
3	6/30/2019	\$2,715.57	\$2,197	\$518	\$80,749	\$6,551
4	7/31/2019	\$2,715.57	\$2,211	\$505	\$78,538	\$8,762
5	8/31/2019	\$2,715.57	\$2,225	\$491	\$76,314	\$10,987
6	9/30/2019	\$2,715.57	\$2,239	\$477	\$74,075	\$13,226
7	10/31/2019	\$2,715.57	\$2,253	\$463	\$71,823	\$15,479
8	11/30/2019	\$2,715.57	\$2,267	\$449	\$69,556	\$17,746
9	12/31/2019	\$2,715.57	\$2,281	\$435	\$67,275	\$20,027
10	1/31/2020	\$2,715.57	\$2,295	\$420	\$64,980	\$22,322
11	2/29/2020	\$2,715.57	\$2,309	\$406	\$62,670	\$24,631
12	3/31/2020	\$2,715.57	\$2,324	\$392	\$60,347	\$26,955
13	4/30/2020	\$2,715.57	\$2,338	\$377	\$58,008	\$29,293
14	5/31/2020	\$2,715.57	\$2,353	\$363	\$55,655	\$31,646
15	6/30/2020	\$2,715.57	\$2,368	\$348	\$53,287	\$34,014
16	7/31/2020	\$2,715.57	\$2,383	\$333	\$50,905	\$36,397
17	8/31/2020	\$2,715.57	\$2,397	\$318	\$48,508	\$38,794
18	9/30/2020	\$2,715.57	\$2,412	\$303	\$46,095	\$41,206
19	10/31/2020	\$2,715.57	\$2,427	\$288	\$43,668	\$43,633
20	11/30/2020	\$2,715.57	\$2,443	\$273	\$41,225	\$46,076
21	12/31/2020	\$2,715.57	\$2,458	\$258	\$38,767	\$48,534
22	1/31/2021	\$2,715.57	\$2,473	\$242	\$36,294	\$51,007
23	2/28/2021	\$2,715.57	\$2,489	\$227	\$33,805	\$53,496
24	3/31/2021	\$2,715.57	\$2,504	\$211	\$31,301	\$56,000
25	4/30/2021	\$2,715.57	\$2,520	\$196	\$28,781	\$58,520
26	5/31/2021	\$2,715.57	\$2,536	\$180	\$26,245	\$61,056
27	6/30/2021	\$2,715.57	\$2,552	\$164	\$23,694	\$63,608
28	7/31/2021	\$2,715.57	\$2,567	\$148	\$21,126	\$66,175
29	8/31/2021	\$2,715.57	\$2,584	\$132	\$18,543	\$68,759
30	9/30/2021	\$2,715.57	\$2,600	\$116	\$15,943	\$71,359
31	10/31/2021	\$2,715.57	\$2,616	\$100	\$13,327	\$73,975
32	11/30/2021	\$2,715.57	\$2,632	\$83	\$10,695	\$76,607

33	12/31/2021	\$2,715.57	\$2,649	\$67	\$8,046	\$79,256
34	1/31/2022	\$2,715.57	\$2,665	\$50	\$5,381	\$81,921
35	2/28/2022	\$2,715.57	\$2,682	\$34	\$2,699	\$84,603
36	3/31/2022	\$2,715.57	\$2,697	\$19	\$0	\$87,300

*(Space intentionally left blank)*

**EXHIBIT 4  
MONTHLY BUDGET FOR REMAINDER OF FY19**

**City of Wilton Manors Monthly Expenses  
and Average Cost**

<b><u>Payroll &amp; Payroll Expenses</u></b>	
Management	\$ 3,750.00
Maintenance	\$ 1,935.39
Enforcement	\$ 5,258.97
Paid Time Off	\$ 302.16
PPACA	\$ 125.00
Payroll Processing	\$ 66.29
Recruiting	\$ 88.20
Payroll Taxes, Benefits, Work Comp.	\$ 3,729.35
<b>Subtotal Payroll</b>	<b>\$ 15,255.35</b>
<b><u>Operating Expenses</u></b>	
Rent or Lease	\$ 2,120.56
Uniforms	\$ 71.88
Operating Supplies	\$ 85.00
Office Supplies	\$ 250.00
Equipment Rental	\$ 520.00
Tickets Parking/Violations	\$ 100.00
Signage Expense	\$ 25.00
Printing	\$ 50.00
Tenant Services	\$ 3,500.00
Security Services	\$ 34.00
Business License	\$ 16.67
R&M Building/Surface Lots	\$ 50.00
Service Contracts/Warranties	\$ 15.00
Utilities	\$ 75.00
Internet Service	\$ 76.00
Telephone	\$ 110.00
Cellular Phone	\$ 133.00
Transitional Expense	\$ 31.25
Postage	\$ 245.00
Education	\$ 25.00
Dues & Subscriptions	\$ 15.00
Accounting Fee	\$ 495.00
Accounts Receivable Fee	\$ 89.00
Banking Fee	\$ 92.46
<b>Subtotal Operating Expense</b>	<b>\$ 8,224.81</b>

<b><u>Insurance</u></b>	
General Liability	\$ 1,117.67
Crime Insurance	\$ 59.00
Subtotal Insurance	\$ 1,176.67
<b><u>Business Services</u></b>	
Incentive Management Fee	\$ 3,221.21
Subtotal Business Services	\$ 3,221.21
<b><i>Total Expenses</i></b>	<b>\$ 27,878.04</b>

**OIG 20-002-M**

# **EXHIBIT 4**

**FRAUD ALERT – WE DO NOT ACCEPT OR REQUEST CHANGES TO WIRING INSTRUCTIONS VIA EMAIL OR FAX. ALWAYS CALL OUR OFFICE TO VERIFY.**

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---

**From:** Pennie Zuercher [<mailto:pzuercher@wiltonmanors.com>]  
**Sent:** Wednesday, August 2, 2023 7:01 AM  
**To:** Leigh Ann Henderson <[lhenderson@wiltonmanors.com](mailto:lhenderson@wiltonmanors.com)>; Kerry L. Ezrol <[KEzrol@gorencherof.com](mailto:KEzrol@gorencherof.com)>  
**Subject:** FW: Parking Revenue Reconciliation May and June

Carol has been able to establish a reconciliation method for parking revenues.

Thank you.  
Pennie

*Pennie L Zuercher*

**Pennie L. Zuercher, MBA, CPA\***  
**Finance Director**  
**City of Wilton Manors**  
**2020 Wilton Drive,**  
**Wilton Manors, Florida 33305**  
**Phone: (954)390-2143**  
Email: [pzuercher@wiltonmanors.com](mailto:pzuercher@wiltonmanors.com)

*\*Accredited by the State of Oklahoma*

**City Hall is open 7:00 am to 6:00 pm Monday through Thursday and closed on Fridays.**



---

**From:** Carol Conol <[cconol@wiltonmanors.com](mailto:cconol@wiltonmanors.com)>  
**Sent:** Tuesday, August 1, 2023 6:20 PM  
**To:** JeanClaude Msimbe <[jeanclaude.msimbe@reefparking.com](mailto:jeanclaude.msimbe@reefparking.com)>; Joan Walley

<[joan.walley@reefparking.com](mailto:joan.walley@reefparking.com)>

**Cc:** Pennie Zuercher <[pzuercher@wiltonmanors.com](mailto:pzuercher@wiltonmanors.com)>

**Subject:** Parking Revenue Reconciliation May and June

JeanClaude,

As you know we have been working on reconciling parking revenues reported on Lanier's monthly Parking Management Report to related detailed reports (e.g. DARMA, Park Mobile, IPS etc.).

I have attached herein the reconciliation reports for the months of May and June; and summarized below the results of the reconciliations.

### **May 2023**

- Total parking revenue, \$101,321.43. No difference was noted between the total parking revenue as reported in the Parking Management Report compared to total per DARMA.
- Cash/Checks/Coin – a difference of \$159.12 was noted. Part of the difference were deposits of \$500 and \$303.81 that were not in DARMA. Please provide reconciliation of the net difference of \$159.12.
- There is a difference of \$1,410.45 in Park Mobile revenue per management report to the total of Park Mobile detailed report. Please provide reconciliation.
- There is a difference of \$491.84 in IPS revenue. Please provide reconciliation.
- There is a difference of \$366 in Citations revenue. Please provide reconciliation.

June 2023

- Total parking revenue, \$97,279.11 No difference was noted between the total parking revenue as reported in the Parking Management Report compared to total per DARMA.
- Cash/Checks/Coin – a difference of \$1,432.35 was noted but was subsequently reconciled. It is important to note that part of the difference noted was a \$20 counterfeit.
- No difference was noted in Park Mobile revenue.
- There is a difference of \$156.52 in IPS revenue. Please provide reconciliation.
- There is a difference of \$609.50 in Citations revenue. Please provide reconciliation.

Please refer to the attached files and do not hesitate to call me if you any questions.

Thank you.

*Carol Conol, CGFO*

Assistant Finance Director

**City of Wilton Manors**

Phone: 954-390-2144

Fax: 954-390-2199

*Our office hours are 7am – 6pm, Monday – Thursday*





*Life's Just Better Here*

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**OIG 20-002-M**

**COMPOSITE  
EXHIBIT 5**

<b>DARMA BY REVENUE TYPE</b>	<b>5/31/2023</b>
	<b>Amount</b>
CL-Citation	3,412.00
CL-Citation (Online)	13,174.00
CL-Event	-
CL-Event (Park Mobile)	-
CL-Permits	397.50
CL-Paystation (Richardson)	199.70
CL-Paystation (8th Terrace)	1,232.43
CL-Meter	11,084.61
CL-Paystation (Hagen)	3,482.24
CL-Park Mobile Fee (Misc)	10,995.40
CL-Park Mobile	57,290.00
CL-Event (Park Mobile Fee)	53.55
	<b>101,321.43</b>
	-

<b>DARMA BY TENDER TYPE</b>	<b>5/31/2023</b>
	<b>Amount</b>
Amex	9,168.38
Visa/MC/Discover	86,641.74
Total Credit Card Payments	-
Cash/Check	2,088.50
Coin	3,422.81
	<b>101,321.43</b>
	-

<b>BY REVENUE TYPE TOTAL</b>	<b>5/31/2023</b>
	<b>Amount</b>
Citations	16,586.00
IPS	15,998.98
Sub-total (Merchant ID 885)	32,584.98
Permits	397.50
Park Mobile (Merchant ID 887)	68,338.95
CL-Event	-
	<b>101,321.43</b>
	-

**PARKING REVENUE RECONCILIATION  
MAY 2023**

Revenue per DARMA	\$ 101,321.43
Revenue per Financial Statements	\$ 101,321.43
Difference	<u>\$ -</u>

Cash/Check/Coin per DARMA	\$ 5,467.81
Total Deposit per Bank Statement	\$ 5,626.93
Difference	<u>\$ 159.12</u>

Difference accounted as follows:

Deposit in transit	\$ (963.34)
5/4 vault deposit not in DARMA	\$ 500.00
5/4 vault deposit not in DARMA	\$ 303.81
05/02 Coin in DARMA not in the bank	\$ (14.10)
05/02 Coin in DARMA but not in the bank	\$ (17.50)
05/9 Deposit is over	\$ 10.00
05/18 Vault Deposit not in DARMA	\$ 340.00
05/25 Vault Adjustment	\$ 0.25
	<u>\$ 159.12</u>

Park Mobile Revenue Per DARMA	\$ 68,338.95
Park Mobile Revenue Detailed Report (All Revenue)	\$ 69,749.40
	<u>\$ (1,410.45)</u>

IPS Revenue per DARMA	\$ 15,998.98
IPS Revenue per IPS report	\$ 16,490.82
Difference	<u>\$ (491.84)</u>

Citations Revenue per DARMA	\$ 16,586.00
Citations Revenue per Citations Paid By Summary Date	\$ 15,222.00
Citations - Cash/Checks	\$ 1,730.00
Total	\$ 16,952.00
Difference	<u>\$ (366.00)</u>

<b>DARMA BY REVENUE TYPE</b>	<b>6/30/2023</b>
	<b>Amount</b>
CL-Citation	2,108.00
CL-Citation (Online)	10,093.50
CL-Event	4,580.00
CL-Event (Park Mobile)	(389.75)
CL-Permits	147.00
CL-Paystation (Richardson)	89.90
CL-Paystation (8th Terrace)	1,375.59
CL-Meter	9,655.57
CL-Paystation (Hagen)	3,736.65
CL-Park Mobile Fee (Misc)	9,272.40
CL-Park Mobile	56,610.25
CL-Event (Park Mobile Fee)	-
<b>Total</b>	<b>97,279.11</b>
	-

<b>DARMA BY TENDER TYPE</b>	<b>6/30/2023</b>
	<b>Amount</b>
Amex	9,281.87
Visa/MC/Discover	79,339.49
Total Credit Card Payments	88,621.36
Cash/Check	5,769.50
Coin	2,888.25
<b>Total</b>	<b>97,279.11</b>
	-

<b>BY REVENUE TYPE TOTAL</b>	<b>6/30/2023</b>
	<b>Amount</b>
Citations	12,201.50
IPS	14,857.71
Sub-total (Merchant ID 885)	27,059.21
Permits	147.00
Park Mobile (Merchant ID 887)	65,492.90
CL-Event	4,580.00
<b>Total</b>	<b>97,279.11</b>
	-

**PARKING REVENUE RECONCILIATION  
JUNE 2023**

Revenue per DARMA	\$ 97,279.11
Revenue per Financial Statements	\$ 97,279.11
Difference	\$ -
Cash/Check/Coin per DARMA	\$ 8,657.75
Total Deposit per Bank Statement	\$ 10,090.10
Difference	\$ 1,432.35
Difference accounted as follows:	
Counterfeit	\$ (20.00)
Stonewall employees permit not in DARMA	\$ 480.00
May deposit in transit	\$ 963.34
6/22 deposit credit adjustment	\$ 0.16
6/29 deposit credit adjustment	\$ 8.85
	\$ 1,432.35
Park Mobile Revenue Per DARMA	\$ 65,492.90
Park Mobile Revenue Detailed Report (All Revenue)	\$ 65,492.90
	\$ -
IPS Revenue per DARMA	\$ 14,857.71
IPS Revenue per IPS report	\$ 15,014.23
Difference	\$ (156.52)
Citations Revenue per DARMA	\$ 12,201.50
Citations Revenue per Citations Paid By Summary Date	\$ 10,623.00
Citations - Cash/Check	\$ 969.00
Total	\$ 11,592.00
Difference	\$ 609.50

**OIG 20-002-M**

# **EXHIBIT 6**

Carol Conol

170921

**From:** JeanClaude Msimbe <jeanclaude.msimbe@reefparking.com>  
**Sent:** Friday, August 4, 2023 1:58 PM  
**To:** Carol Conol; Joan Walley  
**Cc:** Pennie Zuercher; Cherise Vlahovski  
**Subject:** Re: Parking Revenue Reconciliation May and June  
**Attachments:** Darma 05.02.PNG; Darma #2.PNG; ## June 2023 Revenue Reconciliation to DARMA.pdf

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Good afternoon Carol,

Sorry for the delay,

**May 2023,**

- 5/4/2023 \$500 & \$303.81 log on to Darma for the date of 07.01.2023

\$14.10 and \$17.50 logged in to Darma bank should have \$31.60 which is part of \$500+\$303.81 and **\$31.40 was deposited already(14.10+17.50)**

Hence, I made a Darma log for \$772.21 which is part of 500, 303.81 minus 31.40

- 05/18 Deposit of \$365 is part of \$340 it was a check of \$340 and Cash \$25

For all IPS and ParkMobile, the difference between DARMA and what was deposited is because of cut-off dates. Accounting closes the month on the 1<sup>st</sup> of June so the bank might have still a deposit, but accounting was closed for the month,

**June 2023**

- Will log \$480 permit money to Darma for August 1st, 2023, and will keep a note
- IPS revenue was short due to the cut-off date of the month, likely more \$609 deposits were delayed,
- Some of the Citation checks revenue may delay clearance by the bank

(1<sup>st</sup> of the month for July fell on Saturday Our accounting close on the 3<sup>rd</sup> Monday)

I can't control the total revenue that's reported on IPS or ParkMobile, I only report what's on the report printout I receive by the end of the day,

I hope this answers your question about May and June Reconciliation,

As always feel free to ask me any questions you may have,



Best

JeanClaude Msimbe  
Parking Manager- City Of Wilton Manors



517 NE 21st Court  
Wilton Manors, FL 33305  
O: (954)566-3704

*"Do what you love, you'll never work a day in your life"*

---

**From:** Carol Conol <cconol@wiltonmanors.com>  
**Sent:** Tuesday, August 1, 2023 5:20 PM  
**To:** JeanClaude Msimbe <jeanclaude.msimbe@reefparking.com>; Joan Walley <joan.walley@reefparking.com>  
**Cc:** Pennie Zuercher <pzuercher@wiltonmanors.com>  
**Subject:** Parking Revenue Reconciliation May and June

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JeanClaude,

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Please refer to the attached files and do not hesitate to call me if you any questions.

Thank you.

*Carol Conol, CGFO*  
Assistant Finance Director  
**City of Wilton Manors**  
Phone: 954-390-2144  
Fax: 954-390-2199

*Our office hours are 7am – 6pm, Monday – Thursday*



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RevenueType	TenderType	TransactionDate	Amount
CL-Meter	Amex	2023-05-01	\$ 20.50
CL-Park Mobile Fee (Misc)	Amex	2023-05-01	\$ 19.60
CL-Paystation (Hagen)	Amex	2023-05-01	\$ 3.00
CL-Park Mobile	Amex	2023-05-01	\$ 124.50
CL-Park Mobile Fee (Misc)	Visa/MC/Discover	2023-05-01	\$ 116.90
CL-Park Mobile	Visa/MC/Discover	2023-05-01	\$ 784.00
CL-Paystation (Richardson)	Cash/Check	2023-05-02	\$ 31.00
CL-Paystation (Hagen)	Cash/Check	2023-05-02	\$ 32.00
CL-Paystation (Hagen)	Coin	2023-05-02	\$ 14.10
CL-Paystation (Richardson)	Coin	2023-05-02	\$ 17.50
CL-Citation (Online)	Visa/MC/Discover	2023-05-01	\$ 883.00
CL-Meter	Visa/MC/Discover	2023-05-01	\$ 155.00
CL-Paystation (8th Terrace)	Visa/MC/Discover	2023-05-01	\$ 12.50
CL-Paystation (Hagen)	Visa/MC/Discover	2023-05-01	\$ 31.00
CL-Citation (Online)	Visa/MC/Discover	2023-05-04	\$ 152.00
CL-Paystation (8th Terrace)	Visa/MC/Discover	2023-05-04	\$ 3.00
CL-Paystation (Hagen)	Visa/MC/Discover	2023-05-04	\$ 3.50
CL-Park Mobile	Visa/MC/Discover	2023-05-04	\$ 232.25
CL-Park Mobile Fee (Misc)	Visa/MC/Discover	2023-05-04	\$ 33.60
CL-Meter	Visa/MC/Discover	2023-05-04	\$ 22.00
CL-Park Mobile	Visa/MC/Discover	2023-05-02	\$ 775.25
CL-Park Mobile Fee (Misc)	Visa/MC/Discover	2023-05-02	\$ 118.65
CL-Citation	Cash/Check	2023-05-02	\$ 580.00
CL-Citation (Online)	Visa/MC/Discover	2023-05-02	\$ 390.00
CL-Citation	Visa/MC/Discover	2023-05-02	\$ 58.00
CL-Permits	Visa/MC/Discover	2023-05-02	\$ 60.00
CL-Paystation (Hagen)	Amex	2023-05-02	\$ 2.50
CL-Meter	Amex	2023-05-02	\$ 17.50
CL-Park Mobile	Amex	2023-05-02	\$ 142.50
CL-Park Mobile Fee (Misc)	Amex	2023-05-02	\$ 23.80
CL-Paystation (Hagen)	Visa/MC/Discover	2023-05-02	\$ 42.50
CL-Paystation (8th Terrace)	Visa/MC/Discover	2023-05-02	\$ 1.50
CL-Meter	Visa/MC/Discover	2023-05-02	\$ 183.25
CL-Paystation (Richardson)	Visa/MC/Discover	2023-05-02	\$ 2.50
CL-Paystation (Richardson)	Visa/MC/Discover	2023-05-08	\$ 3.50
CL-Paystation (Hagen)	Visa/MC/Discover	2023-05-08	\$ 43.50
CL-Meter	Visa/MC/Discover	2023-05-08	\$ 114.25

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CL-Park Mobile	Visa/MC/Discover	2023-05-14	\$	1,88
CL-Paystation (8th Terrace)	Visa/MC/Discover	2023-05-14	\$	1
CL-Meter	Visa/MC/Discover	2023-05-14	\$	29
CL-Paystation (Richardson)	Visa/MC/Discover	2023-05-14	\$	
CL-Paystation (Hagen)	Visa/MC/Discover	2023-05-14	\$	12
CL-Park Mobile Fee (Misc)	Amex	2023-05-14	\$	3
CL-Meter	Amex	2023-05-14	\$	1
CL-Park Mobile	Amex	2023-05-14	\$	27
CL-Paystation (Richardson)	Visa/MC/Discover	2023-05-15	\$	
CL-Meter	Visa/MC/Discover	2023-05-15	\$	12
CL-Paystation (Hagen)	Visa/MC/Discover	2023-05-15	\$	2
CL-Citation	Visa/MC/Discover	2023-05-15	\$	12
CL-Citation (Online)	Visa/MC/Discover	2023-05-15	\$	31
CL-Park Mobile Fee (Misc)	Visa/MC/Discover	2023-05-15	\$	11
CL-Park Mobile	Visa/MC/Discover	2023-05-15	\$	85
CL-Park Mobile	Amex	2023-05-15	\$	10
CL-Meter	Amex	2023-05-15	\$	2
CL-Park Mobile Fee (Misc)	Amex	2023-05-15	\$	1
CL-Paystation (Hagen)	Amex	2023-05-15	\$	
CL-Citation	Cash/Check	2023-05-16	\$	36
CL-Citation (Online)	Visa/MC/Discover	2023-05-16	\$	19
CL-Paystation (8th Terrace)	Cash/Check	2023-05-16	\$	1
CL-Paystation (Hagen)	Cash/Check	2023-05-16	\$	1
CL-Park Mobile Fee (Misc)	Amex	2023-05-16	\$	2
CL-Meter	Amex	2023-05-16	\$	
CL-Park Mobile	Amex	2023-05-16	\$	12
CL-Paystation (Hagen)	Amex	2023-05-16	\$	1
CL-Meter	Visa/MC/Discover	2023-05-16	\$	13
CL-Paystation (Hagen)	Visa/MC/Discover	2023-05-16	\$	2
CL-Permits	Cash/Check	2023-05-16	\$	10
CL-Park Mobile	Visa/MC/Discover	2023-05-16	\$	83
CL-Park Mobile Fee (Misc)	Visa/MC/Discover	2023-05-16	\$	12
CL-Paystation (Hagen)	Coin	2023-05-16	\$	1
CL-Meter	Coin	2023-05-16	\$	85
CL-Paystation (Richardson)	Visa/MC/Discover	2023-05-17	\$	
CL-Paystation (Hagen)	Visa/MC/Discover	2023-05-17	\$	4
CL-Meter	Visa/MC/Discover	2023-05-17	\$	18
CL-Citation	Visa/MC/Discover	2023-05-17	\$	5

\* \$365

**OIG 20-002-M**

# **EXHIBIT 7**

**From:** [Pennie Zuercher](#)  
**To:** [Mbiza, Ommet](#)  
**Cc:** [Mike Cirullo](#); [Pennie Zuercher](#)  
**Subject:** RE: Letter of Request - 2. & 3. Requests for Approval for Unbudgeted and Exceeded Budget - Email #9  
**Date:** Wednesday, October 14, 2020 4:13:51 PM

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Good afternoon,

I apologize for the delay in response. I have been unable to locate a budget submitted to the City for FY 2019/20. In regards to FY A budget was not requested in April 2020 due to the shutdown of the paid parking program on March 17, 2020. Although the City Commission was discussing whether or not to continue the paid parking program, the City submitted a proposed budget as part of the FY 21/22 that included a lump sum amount for contractual services based on prior budgets.

At last night's Commission meeting, the City Commission asked the City Manager to bring forth an agenda item to reopen the paid parking program effective December 1, 2020. I will be reaching out to Lanier for a monthly budget based on the total budget approved by the City Commission on September 21, 2020.

Thank you.  
Pennie

*Pennie L Zuercher*

**Pennie L. Zuercher, MBA, CPA\***

**Finance Director**

**City of Wilton Manors**

**2020 Wilton Drive,**

**Wilton Manors, Florida 33305**

**Phone: (954)390-2143**

Email: [pzuercher@wiltonmanors.com](mailto:pzuercher@wiltonmanors.com)

*\*Accredited by the State of Oklahoma*

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**From:** Mbiza, Ommet [<mailto:OMBIZA@broward.org>]  
**Sent:** Tuesday, September 22, 2020 8:59 AM  
**To:** Pennie Zuercher  
**Subject:** RE: Letter of Request - 2. & 3. Requests for Approval for Unbudgeted and Exceeded Budget - Email #9

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Pennie

Thank you for the records.

**For Item #4, The approved annual budgets for the city's parking management services.**

Can you send me the budgets submitted by Lanier, and approved by the city, per section 6.3 of the contract? (The two budgets submitted in April 2019 and April 2020)

Thank you

Regards

Ommet Mbiza, Special Agent  
Broward Office of the Inspector General  
One North University Drive, Suite 111  
Plantation, Florida 33324  
Phone: 954-357-7814  
Fax: 954-357-7857  
[www.browardig.org](http://www.browardig.org)

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**From:** Pennie Zuercher <pzuercher@wiltonmanors.com>  
**Sent:** Wednesday, September 16, 2020 1:53 PM  
**To:** Ali, Riad <RALI@broward.org>; Mbiza, Ommet <OMBIZA@broward.org>  
**Cc:** Mike Cirullo <mcirullo@cityatty.com>; Pennie Zuercher <pzuercher@wiltonmanors.com>  
**Subject:** Letter of Request - 2. & 3. Requests for Approval for Unbudgeted and Exceeded Budget - Email #9

We could not find any invoices addressing approvals for unbudgeted and over budgeted expenses per your request.

This is the last email. We have provided or addressed all of your requests on your letter of request dated August 20, 2020. Thank you for the additional time you provided us.

Thank you.  
Pennie

*Pennie L Zuercher*

**Pennie L. Zuercher, MBA, CPA\***  
**Finance Director**

**City of Wilton Manors**  
**2020 Wilton Drive,**  
**Wilton Manors, Florida 33305**  
**Phone: (954)390-2143**  
Email: [pzuercher@wiltonmanors.com](mailto:pzuercher@wiltonmanors.com)

*\*Accredited by the State of Oklahoma*

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**OIG 20-002-M**

**COMPOSITE  
EXHIBIT 8**

**City of Wilton Manors**  
**Client Annual Revenue & Expense Proforma**  
**12 Month Budget Beginning January, 2020**

	Jan-20 Budget	Feb-20 Budget	Mar-20 Budget	Apr-20 Budget	May-20 Budget	Jun-20 Budget	Jul-20 Budget	Aug-20 Budget	Sep-20 Budget	Oct-20 Budget	Nov-20 Budget	Dec-20 Budget	Total Budget
<b>Revenue</b>													
Transient Parking (prev Paystation)	\$ 2,940.00	\$ 2,660.00	\$ 3,080.00	\$ 3,080.00	\$ 2,800.00	\$ 3,080.00	\$ 2,680.00	\$ 2,940.00	\$ 2,740.00	\$ 2,940.00	\$ 2,120.00	\$ 3,080.00	\$ 34,140.00
Transient Meter (prev Meter)	\$ 70,903.50	\$ 63,390.75	\$ 73,101.75	\$ 69,132.00	\$ 69,132.00	\$ 69,132.00	\$ 69,132.00	\$ 69,132.00	\$ 69,132.00	\$ 69,132.00	\$ 69,132.00	\$ 69,132.00	\$ 829,584.00
Event Parking	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,000.00	\$ -	\$ -	\$ -	\$ 8,000.00	\$ -	\$ -	\$ 18,000.00
Violation	\$ 20,769.00	\$ 18,791.00	\$ 21,758.00	\$ 21,758.00	\$ 19,780.00	\$ 21,758.00	\$ 21,758.00	\$ 20,769.00	\$ 20,769.00	\$ 20,769.00	\$ 17,802.00	\$ 21,758.00	\$ 248,239.00
Other Income (prev Miscellaneous Ir)	\$ 5,397.00	\$ 4,883.00	\$ 5,654.00	\$ 5,654.00	\$ 5,140.00	\$ 5,654.00	\$ 5,654.00	\$ 5,397.00	\$ 5,397.00	\$ 5,397.00	\$ 4,626.00	\$ 5,654.00	\$ 64,507.00
<b>Total Income</b>	<b>\$ 100,009.50</b>	<b>\$ 89,724.75</b>	<b>\$ 103,593.75</b>	<b>\$ 99,624.00</b>	<b>\$ 96,852.00</b>	<b>\$ 109,624.00</b>	<b>\$ 99,224.00</b>	<b>\$ 98,238.00</b>	<b>\$ 98,038.00</b>	<b>\$ 106,238.00</b>	<b>\$ 93,680.00</b>	<b>\$ 99,624.00</b>	<b>\$ 1,194,470.00</b>
<b>Payroll &amp; Payroll Expenses</b>													
Wages-Maintenance	\$ 2,048.49	\$ 1,862.26	\$ 2,048.49	\$ 2,200.70	\$ 2,000.64	\$ 2,200.70	\$ 2,200.70	\$ 2,100.67	\$ 2,100.67	\$ 2,193.79	\$ 1,986.80	\$ 2,200.70	\$ 25,144.61
Wages - Enforcement	\$ 4,201.34	\$ 3,801.22	\$ 4,401.41	\$ 4,401.41	\$ 4,001.28	\$ 4,401.41	\$ 4,401.41	\$ 4,201.34	\$ 4,201.34	\$ 4,201.34	\$ 3,601.15	\$ 4,401.41	\$ 50,216.06
Wages-Management	\$ 3,750.00	\$ 3,750.00	\$ 3,750.00	\$ 3,750.00	\$ 3,750.00	\$ 3,750.00	\$ 3,750.00	\$ 3,750.00	\$ 3,750.00	\$ 3,750.00	\$ 3,750.00	\$ 3,750.00	\$ 45,000.00
Payroll Taxes	\$ 1,274.98	\$ 1,200.22	\$ 1,300.49	\$ 1,319.89	\$ 1,243.37	\$ 1,319.89	\$ 1,319.89	\$ 1,281.63	\$ 1,281.63	\$ 1,293.50	\$ 1,190.59	\$ 1,319.89	\$ 15,345.97
Employee Benefits	\$ 1,399.98	\$ 1,317.89	\$ 1,427.99	\$ 1,449.30	\$ 1,365.27	\$ 1,449.30	\$ 1,449.30	\$ 1,407.28	\$ 1,407.28	\$ 1,420.32	\$ 1,307.31	\$ 1,449.30	\$ 16,850.52
Workers Comp	\$ 832.80	\$ 821.58	\$ 759.87	\$ 804.75	\$ 804.75	\$ 804.75	\$ 804.75	\$ 804.75	\$ 804.75	\$ 804.75	\$ 804.75	\$ 804.75	\$ 9,657.00
Payroll Processing	\$ 182.00	\$ 171.33	\$ 185.64	\$ 188.41	\$ 177.48	\$ 188.41	\$ 188.41	\$ 182.95	\$ 182.95	\$ 184.64	\$ 169.95	\$ 188.41	\$ 2,190.58
<b>Subtotal Payroll</b>	<b>\$ 13,689.59</b>	<b>\$ 12,924.50</b>	<b>\$ 13,873.89</b>	<b>\$ 14,114.46</b>	<b>\$ 13,342.79</b>	<b>\$ 14,114.46</b>	<b>\$ 14,114.46</b>	<b>\$ 13,728.62</b>	<b>\$ 13,728.62</b>	<b>\$ 13,848.34</b>	<b>\$ 12,810.55</b>	<b>\$ 14,114.46</b>	<b>\$ 164,404.74</b>
<b>Operating Expenses</b>													
Rent or Lease	\$ 2,273.48	\$ 2,273.48	\$ 2,273.48	\$ 2,318.21	\$ 2,318.21	\$ 2,318.21	\$ 2,318.21	\$ 2,318.21	\$ 2,318.21	\$ 2,318.21	\$ 2,318.21	\$ 2,318.21	\$ 27,684.33
Uniforms	\$ 150.00	\$ -	\$ 150.00	\$ -	\$ 150.00	\$ -	\$ 150.00	\$ -	\$ 150.00	\$ -	\$ 150.00	\$ -	\$ 900.00
Equipment Rental/Leases	\$ 520.00	\$ 520.00	\$ 520.00	\$ 520.00	\$ 520.00	\$ 520.00	\$ 520.00	\$ 520.00	\$ 520.00	\$ 520.00	\$ 520.00	\$ 520.00	\$ 6,240.00
Tickets Parking/Violations	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 1,200.00
Printing	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 900.00
Tenant Services	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 42,000.00
Security Services	\$ 102.72	\$ -	\$ -	\$ 102.72	\$ -	\$ -	\$ 102.72	\$ -	\$ -	\$ 102.72	\$ -	\$ -	\$ 410.88
Business License	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200.00	\$ -	\$ -	\$ -	\$ -	\$ 200.00
<b>Subtotal Operating Expense</b>	<b>\$ 6,721.20</b>	<b>\$ 6,468.48</b>	<b>\$ 6,618.48</b>	<b>\$ 6,615.93</b>	<b>\$ 6,663.21</b>	<b>\$ 6,513.21</b>	<b>\$ 6,765.93</b>	<b>\$ 6,713.21</b>	<b>\$ 6,663.21</b>	<b>\$ 6,615.93</b>	<b>\$ 6,663.21</b>	<b>\$ 6,513.21</b>	<b>\$ 79,535.21</b>
<b>Repairs &amp; Maintenance</b>													
R&M Building/Surface Lots	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 600.00
Service Contracts/Warranties	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 180.00
R&M Vehicles	\$ -	\$ 75.00	\$ -	\$ -	\$ -	\$ -	\$ 75.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 150.00
<b>Subtotal R &amp; M</b>	<b>\$ 65.00</b>	<b>\$ 140.00</b>	<b>\$ 65.00</b>	<b>\$ 65.00</b>	<b>\$ 65.00</b>	<b>\$ 65.00</b>	<b>\$ 140.00</b>	<b>\$ 65.00</b>	<b>\$ 65.00</b>	<b>\$ 65.00</b>	<b>\$ 65.00</b>	<b>\$ 65.00</b>	<b>\$ 930.00</b>
<b>Insurance</b>													
General Liability	\$ 1,229.43	\$ 1,229.43	\$ 1,229.43	\$ 1,229.43	\$ 1,229.43	\$ 1,229.43	\$ 1,229.43	\$ 1,229.43	\$ 1,229.43	\$ 1,229.43	\$ 1,229.43	\$ 1,229.43	\$ 14,753.16
Crime	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 600.00
<b>Subtotal Insurance</b>	<b>\$ 1,279.43</b>	<b>\$ 1,279.43</b>	<b>\$ 1,279.43</b>	<b>\$ 1,279.43</b>	<b>\$ 1,279.43</b>	<b>\$ 1,279.43</b>	<b>\$ 1,279.43</b>	<b>\$ 1,279.43</b>	<b>\$ 1,279.43</b>	<b>\$ 1,279.43</b>	<b>\$ 1,279.43</b>	<b>\$ 1,279.43</b>	<b>\$ 15,353.16</b>
<b>Other Expenses</b>													
Utilities	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 1,200.00
Telephone	\$ 110.00	\$ 110.00	\$ 110.00	\$ 110.00	\$ 110.00	\$ 110.00	\$ 110.00	\$ 110.00	\$ 110.00	\$ 110.00	\$ 110.00	\$ 110.00	\$ 1,320.00
Cellular Phone	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 1,200.00
Internet Service	\$ 131.00	\$ 131.00	\$ 131.00	\$ 131.00	\$ 131.00	\$ 131.00	\$ 131.00	\$ 131.00	\$ 131.00	\$ 131.00	\$ 131.00	\$ 131.00	\$ 1,572.00
Incentive Management Fee	\$ 3,221.21	\$ 3,221.21	\$ 3,221.21	\$ 3,221.21	\$ 3,221.21	\$ 3,221.21	\$ 3,221.21	\$ 3,221.21	\$ 3,221.21	\$ 3,221.21	\$ 3,221.21	\$ 3,221.21	\$ 38,654.52
Accounting Fees	\$ 495.00	\$ 495.00	\$ 495.00	\$ 495.00	\$ 495.00	\$ 495.00	\$ 495.00	\$ 495.00	\$ 495.00	\$ 495.00	\$ 495.00	\$ 495.00	\$ 5,940.00
Network Security	\$ 428.00	\$ 428.00	\$ 428.00	\$ 428.00	\$ 428.00	\$ 2,850.00	\$ 428.00	\$ 428.00	\$ 428.00	\$ 428.00	\$ 428.00	\$ 428.00	\$ 7,558.00
IT Support	\$ 180.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 180.00
Banking Fees	\$ 92.94	\$ 95.74	\$ 85.80	\$ 91.49	\$ 91.49	\$ 91.49	\$ 91.49	\$ 91.49	\$ 91.49	\$ 91.49	\$ 91.49	\$ 91.49	\$ 1,097.89
Credit Card Fees (based on revenue)	\$ 1,172.53	\$ 1,054.49	\$ 1,212.36	\$ 1,195.49	\$ 1,162.22	\$ 1,195.49	\$ 1,190.69	\$ 1,178.86	\$ 1,272.46	\$ 1,178.86	\$ 1,124.16	\$ 1,195.49	\$ 14,133.10
Accounts Receivable Fees	\$ 89.00	\$ 89.00	\$ 89.00	\$ 89.00	\$ 89.00	\$ 89.00	\$ 89.00	\$ 89.00	\$ 89.00	\$ 89.00	\$ 89.00	\$ 89.00	\$ 1,068.00
Recruiting Fees	\$ 88.20	\$ 88.20	\$ 88.20	\$ 88.20	\$ 88.20	\$ 88.20	\$ 88.20	\$ 88.20	\$ 88.20	\$ 88.20	\$ 88.20	\$ 88.20	\$ 1,058.40
Postage	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00	\$ 4,200.00
Education	\$ -	\$ -	\$ -	\$ 75.00	\$ -	\$ -	\$ 75.00	\$ -	\$ -	\$ -	\$ 75.00	\$ -	\$ 225.00
<b>Subtotal Other Expenses</b>	<b>\$ 6,557.88</b>	<b>\$ 6,262.64</b>	<b>\$ 6,410.57</b>	<b>\$ 6,474.39</b>	<b>\$ 6,366.12</b>	<b>\$ 8,821.39</b>	<b>\$ 6,469.59</b>	<b>\$ 6,382.76</b>	<b>\$ 6,476.36</b>	<b>\$ 6,382.76</b>	<b>\$ 6,403.06</b>	<b>\$ 6,399.39</b>	<b>\$ 79,406.91</b>
<b>Total Expenses</b>	<b>\$ 28,313.10</b>	<b>\$ 27,075.05</b>	<b>\$ 28,247.37</b>	<b>\$ 28,549.21</b>	<b>\$ 27,716.55</b>	<b>\$ 30,793.49</b>	<b>\$ 28,769.41</b>	<b>\$ 28,169.02</b>	<b>\$ 28,212.62</b>	<b>\$ 28,191.46</b>	<b>\$ 27,221.25</b>	<b>\$ 28,371.49</b>	<b>\$ 339,630.02</b>
<b>Net Income/(Loss)</b>	<b>\$ 71,696.40</b>	<b>\$ 62,649.70</b>	<b>\$ 75,346.38</b>	<b>\$ 71,074.79</b>	<b>\$ 69,135.45</b>	<b>\$ 78,830.51</b>	<b>\$ 70,454.59</b>	<b>\$ 70,068.98</b>	<b>\$ 69,825.38</b>	<b>\$ 78,046.54</b>	<b>\$ 66,458.75</b>	<b>\$ 71,252.51</b>	<b>\$ 854,839.98</b>

**City of Wilton Manors**  
**Client Annual Revenue & Expense Proforma**  
**12 Month Budget Beginning January, 2020**

	Oct-20 Budget	Nov-20 Budget	Dec-20 Budget	Jan-21 Budget	Feb-21 Budget	Mar-21 Budget	Apr-21 Budget	May-21 Budget	Jun-21 Budget	Total Budget
<b>Revenue</b>										
Transient Parking (prev Paystation)	\$ 2,940.00	\$ 2,120.00	\$ 3,080.00	\$ 3,080.00	\$ 2,800.00	\$ 3,080.00	\$ 2,680.00	\$ 2,940.00	\$ 2,740.00	\$ 25,460.00
Transient Meter (prev Meter)	\$ 69,132.00	\$ 69,132.00	\$ 69,132.00	\$ 69,132.00	\$ 69,132.00	\$ 69,132.00	\$ 69,132.00	\$ 69,132.00	\$ 69,132.00	\$ 622,188.00
Event Parking	\$ 8,000.00	\$ -	\$ -	\$ -	\$ -	\$ 10,000.00	\$ -	\$ -	\$ -	\$ 18,000.00
Violation	\$ 20,769.00	\$ 17,802.00	\$ 21,758.00	\$ 21,758.00	\$ 19,780.00	\$ 21,758.00	\$ 21,758.00	\$ 20,769.00	\$ 20,769.00	\$ 186,921.00
Other Income (prev Miscellaneous Ir)	\$ 5,397.00	\$ 4,626.00	\$ 5,654.00	\$ 5,654.00	\$ 5,140.00	\$ 5,654.00	\$ 5,654.00	\$ 5,397.00	\$ 5,397.00	\$ 48,573.00
<b>Total Income</b>	<b>\$ 106,238.00</b>	<b>\$ 93,680.00</b>	<b>\$ 99,624.00</b>	<b>\$ 99,624.00</b>	<b>\$ 96,852.00</b>	<b>\$ 109,624.00</b>	<b>\$ 99,224.00</b>	<b>\$ 98,238.00</b>	<b>\$ 98,038.00</b>	<b>\$ 901,142.00</b>
<b>Payroll &amp; Payroll Expenses</b>										
Wages-Maintenance	\$ 2,193.79	\$ 1,986.80	\$ 2,200.70	\$ 2,200.70	\$ 2,000.64	\$ 2,200.70	\$ 2,200.70	\$ 2,100.67	\$ 2,100.67	\$ 19,185.37
Wages - Enforcement	\$ 4,201.34	\$ 3,601.15	\$ 4,401.41	\$ 4,401.41	\$ 4,001.28	\$ 4,401.41	\$ 4,401.41	\$ 4,201.34	\$ 4,201.34	\$ 37,812.09
Wages-Management	\$ 3,750.00	\$ 3,750.00	\$ 3,750.00	\$ 3,750.00	\$ 3,750.00	\$ 3,750.00	\$ 3,750.00	\$ 3,750.00	\$ 3,750.00	\$ 33,750.00
Payroll Taxes	\$ 1,293.50	\$ 1,190.59	\$ 1,319.89	\$ 1,319.89	\$ 1,243.37	\$ 1,319.89	\$ 1,319.89	\$ 1,281.63	\$ 1,281.63	\$ 11,570.28
Employee Benefits	\$ 1,420.32	\$ 1,307.31	\$ 1,449.30	\$ 1,449.30	\$ 1,365.27	\$ 1,449.30	\$ 1,449.30	\$ 1,407.28	\$ 1,407.28	\$ 12,704.66
Workers Comp	\$ 804.75	\$ 804.75	\$ 804.75	\$ 804.75	\$ 804.75	\$ 804.75	\$ 804.75	\$ 804.75	\$ 804.75	\$ 7,242.75
Payroll Processing	\$ 184.64	\$ 169.95	\$ 188.41	\$ 188.41	\$ 177.48	\$ 188.41	\$ 188.41	\$ 182.95	\$ 182.95	\$ 1,651.61
<b>Subtotal Payroll</b>	<b>\$ 13,848.34</b>	<b>\$ 12,810.55</b>	<b>\$ 14,114.46</b>	<b>\$ 14,114.46</b>	<b>\$ 13,342.79</b>	<b>\$ 14,114.46</b>	<b>\$ 14,114.46</b>	<b>\$ 13,728.62</b>	<b>\$ 13,728.62</b>	<b>\$ 123,916.76</b>
<b>Operating Expenses</b>										
Rent or Lease	\$ 2,318.21	\$ 2,318.21	\$ 2,318.21	\$ 2,318.21	\$ 2,318.21	\$ 2,318.21	\$ 2,318.21	\$ 2,318.21	\$ 2,318.21	\$ 20,863.89
Uniforms	\$ -	\$ 150.00	\$ -	#REF!	\$ 150.00	#REF!	\$ 150.00	#REF!	\$ 150.00	#REF!
Equipment Rental/Leases	\$ 520.00	\$ 520.00	\$ 520.00	\$ 520.00	\$ 520.00	\$ 520.00	\$ 520.00	\$ 520.00	\$ 520.00	\$ 4,680.00
Tickets Parking/Violations	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 900.00
Printing	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 675.00
Tenant Services	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 31,500.00
Security Services	\$ 102.72	\$ -	\$ -	\$ 102.72	#REF!	#REF!	\$ 102.72	#REF!	#REF!	#REF!
Business License	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200.00	\$ -	\$ 200.00
<b>Subtotal Operating Expense</b>	<b>\$ 6,615.93</b>	<b>\$ 6,663.21</b>	<b>\$ 6,513.21</b>	<b>#REF!</b>	<b>#REF!</b>	<b>#REF!</b>	<b>#REF!</b>	<b>#REF!</b>	<b>#REF!</b>	<b>#REF!</b>
<b>Repairs &amp; Maintenance</b>										
R&M Building/Surface Lots	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 450.00
Service Contracts/Warranties	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 135.00
R&M Vehicles	\$ -	\$ -	\$ -	#REF!	#REF!	#REF!	\$ 75.00	#REF!	#REF!	#REF!
<b>Subtotal R &amp; M</b>	<b>\$ 65.00</b>	<b>\$ 65.00</b>	<b>\$ 65.00</b>	<b>#REF!</b>	<b>#REF!</b>	<b>#REF!</b>	<b>#REF!</b>	<b>#REF!</b>	<b>#REF!</b>	<b>#REF!</b>
<b>Insurance</b>										
General Liability	\$ 1,229.43	\$ 1,229.43	\$ 1,229.43	\$ 1,229.43	\$ 1,229.43	\$ 1,229.43	\$ 1,229.43	\$ 1,229.43	\$ 1,229.43	\$ 11,064.87
Crime	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 450.00
<b>Subtotal Insurance</b>	<b>\$ 1,279.43</b>	<b>\$ 1,279.43</b>	<b>\$ 1,279.43</b>	<b>#REF!</b>	<b>#REF!</b>	<b>#REF!</b>	<b>#REF!</b>	<b>#REF!</b>	<b>#REF!</b>	<b>#REF!</b>
<b>Other Expenses</b>										
Utilities	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 900.00
Telephone	\$ 110.00	\$ 110.00	\$ 110.00	\$ 110.00	\$ 110.00	\$ 110.00	\$ 110.00	\$ 110.00	\$ 110.00	\$ 990.00
Cellular Phone	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 900.00
Internet Service	\$ 131.00	\$ 131.00	\$ 131.00	\$ 131.00	\$ 131.00	\$ 131.00	\$ 131.00	\$ 131.00	\$ 131.00	\$ 1,179.00
Incentive Management Fee	\$ 3,221.21	\$ 3,221.21	\$ 3,221.21	\$ 3,221.21	\$ 3,221.21	\$ 3,221.21	\$ 3,221.21	\$ 3,221.21	\$ 3,221.21	\$ 28,990.89
Accounting Fees	\$ 495.00	\$ 495.00	\$ 495.00	\$ 495.00	\$ 495.00	\$ 495.00	\$ 495.00	\$ 495.00	\$ 495.00	\$ 4,455.00
Network Security	\$ 428.00	\$ 428.00	\$ 428.00	\$ 428.00	\$ 428.00	\$ 2,850.00	\$ 428.00	\$ 428.00	\$ 428.00	\$ 6,274.00
IT Support	\$ -	\$ -	\$ -	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!	#REF!
Banking Fees	\$ 91.49	\$ 91.49	\$ 91.49	\$ 91.49	\$ 91.49	\$ 91.49	\$ 91.49	\$ 91.49	\$ 91.49	\$ 823.41
Credit Card Fees (based on revenue)	\$ 1,178.86	\$ 1,124.16	\$ 1,195.49	\$ 1,195.49	\$ 1,162.22	\$ 1,195.49	\$ 1,190.69	\$ 1,178.86	\$ 1,272.46	\$ 10,693.72
Accounts Receivable Fees	\$ 89.00	\$ 89.00	\$ 89.00	\$ 89.00	\$ 89.00	\$ 89.00	\$ 89.00	\$ 89.00	\$ 89.00	\$ 801.00
Recruiting Fees	\$ 88.20	\$ 88.20	\$ 88.20	\$ 88.20	\$ 88.20	\$ 88.20	\$ 88.20	\$ 88.20	\$ 88.20	\$ 793.80
Postage	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00	\$ 3,150.00
Education	\$ -	\$ 75.00	\$ -	\$ 75.00	#REF!	#REF!	\$ 75.00	#REF!	#REF!	#REF!
<b>Subtotal Other Expenses</b>	<b>\$ 6,382.76</b>	<b>\$ 6,403.06</b>	<b>\$ 6,399.39</b>	<b>#REF!</b>	<b>#REF!</b>	<b>#REF!</b>	<b>#REF!</b>	<b>#REF!</b>	<b>#REF!</b>	<b>#REF!</b>
<b>Total Expenses</b>	<b>\$ 28,191.46</b>	<b>\$ 27,221.25</b>	<b>\$ 28,371.49</b>	<b>#REF!</b>	<b>#REF!</b>	<b>#REF!</b>	<b>#REF!</b>	<b>#REF!</b>	<b>#REF!</b>	<b>#REF!</b>
<b>Net Income/(Loss)</b>	<b>\$ 78,046.54</b>	<b>\$ 66,458.75</b>	<b>\$ 71,252.51</b>	<b>#REF!</b>	<b>#REF!</b>	<b>#REF!</b>	<b>#REF!</b>	<b>#REF!</b>	<b>#REF!</b>	<b>#REF!</b>

FY 20-21 Budget Properties

General Security **Details** Previous Versions

Property	Value
Description	
Title	
Subject	
Tags	
Categories	
Comments	
Origin	
<b>Authors</b>	<b>Joan Walley</b>
Last saved by	Pennie Zuercher
Revision number	
Version number	
Program name	Microsoft Excel
Company	
Manager	
Content created	10/30/2020 5:06 PM
Date last saved	11/2/2020 8:13 AM
Last printed	
Content	

[Remove Properties and Personal Information](#)

**OIG 20-002-M**

**COMPOSITE  
EXHIBIT 9**

**Wilton Manors**  
**Client Annual Revenue & Expense Proforma**  
**12 Month Budget Beginning October, 2021**

	Oct-21 Budget	Nov-21 Budget	Dec-21 Budget	Jan-22 Budget	Feb-22 Budget	Mar-22 Budget	Apr-22 Budget	May-22 Budget	Jun-22 Budget	Jul-22 Budget	Aug-22 Budget	Sep-22 Budget	Total Budget
<b>Revenue</b>													
Transient Parking (prev Paystation)	\$ 2,800.00	\$ 2,660.00	\$ 2,940.00	\$ 2,800.00	\$ 2,660.00	\$ 3,220.00	\$ 2,940.00	\$ 2,940.00	\$ 3,080.00	\$ 2,800.00	\$ 3,220.00	\$ 2,940.00	\$ 35,000.00
Transient Meter (prev Meter)	\$ 60,000.00	\$ 56,630.00	\$ 62,370.00	\$ 66,000.00	\$ 62,700.00	\$ 75,900.00	\$ 69,300.00	\$ 69,300.00	\$ 72,600.00	\$ 66,000.00	\$ 75,900.00	\$ 69,300.00	\$ 806,000.00
Event Parking	\$ 10,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,000.00	\$ -	\$ -	\$ -	\$ 20,000.00
Violation	\$ 17,960.00	\$ 17,062.00	\$ 18,858.00	\$ 17,960.00	\$ 17,062.00	\$ 20,654.00	\$ 18,858.00	\$ 18,858.00	\$ 19,756.00	\$ 17,960.00	\$ 20,654.00	\$ 18,858.00	\$ 224,500.00
Other Income (prev Miscellaneous I	\$ 5,140.00	\$ 4,883.00	\$ 5,397.00	\$ 5,140.00	\$ 4,883.00	\$ 5,911.00	\$ 5,397.00	\$ 5,397.00	\$ 5,654.00	\$ 5,140.00	\$ 5,911.00	\$ 5,397.00	\$ 64,250.00
<b>Total Income</b>	<b>\$ 95,900.00</b>	<b>\$ 81,235.00</b>	<b>\$ 89,565.00</b>	<b>\$ 91,900.00</b>	<b>\$ 87,305.00</b>	<b>\$ 105,685.00</b>	<b>\$ 96,495.00</b>	<b>\$ 96,495.00</b>	<b>\$ 111,090.00</b>	<b>\$ 91,900.00</b>	<b>\$ 105,685.00</b>	<b>\$ 96,495.00</b>	<b>\$ 1,149,750.00</b>
<b>Payroll &amp; Payroll Expenses</b>													
Wages-Maintenance	\$ 2,000.64	\$ 1,900.61	\$ 2,100.67	\$ 2,060.66	\$ 1,957.63	\$ 2,369.76	\$ 2,163.69	\$ 2,163.69	\$ 2,266.73	\$ 2,060.66	\$ 2,369.76	\$ 2,163.69	\$ 25,578.19
Wages - Enforcement	\$ 4,001.28	\$ 3,801.22	\$ 4,201.34	\$ 4,121.32	\$ 3,915.25	\$ 4,739.52	\$ 4,327.38	\$ 4,327.38	\$ 4,533.45	\$ 4,121.32	\$ 4,739.52	\$ 4,327.38	\$ 51,156.36
Wages-Management	\$ 3,750.00	\$ 3,750.00	\$ 3,750.00	\$ 3,862.50	\$ 3,862.50	\$ 3,862.50	\$ 3,862.50	\$ 3,862.50	\$ 3,862.50	\$ 3,862.50	\$ 3,862.50	\$ 3,862.50	\$ 46,012.50
Payroll Taxes	\$ 1,243.37	\$ 1,205.11	\$ 1,281.63	\$ 1,280.67	\$ 1,241.26	\$ 1,398.90	\$ 1,320.08	\$ 1,320.08	\$ 1,359.49	\$ 1,280.67	\$ 1,398.90	\$ 1,320.08	\$ 15,650.24
Employee Benefits	\$ 1,365.27	\$ 1,323.26	\$ 1,407.28	\$ 1,406.23	\$ 1,362.95	\$ 1,536.05	\$ 1,449.50	\$ 1,449.50	\$ 1,492.78	\$ 1,406.23	\$ 1,536.05	\$ 1,449.50	\$ 17,184.80
Workers Comp	\$ 707.01	\$ 685.26	\$ 728.77	\$ 728.22	\$ 705.82	\$ 795.45	\$ 750.63	\$ 750.63	\$ 773.04	\$ 728.22	\$ 795.45	\$ 750.63	\$ 8,899.13
Payroll Processing	\$ 186.26	\$ 180.53	\$ 191.99	\$ 191.85	\$ 185.95	\$ 209.56	\$ 197.75	\$ 197.75	\$ 203.66	\$ 191.85	\$ 209.56	\$ 197.75	\$ 2,344.46
<b>Subtotal Payroll</b>	<b>\$ 13,253.83</b>	<b>\$ 12,845.99</b>	<b>\$ 13,661.68</b>	<b>\$ 13,651.45</b>	<b>\$ 13,231.36</b>	<b>\$ 14,911.74</b>	<b>\$ 14,071.53</b>	<b>\$ 14,071.53</b>	<b>\$ 14,491.65</b>	<b>\$ 13,651.45</b>	<b>\$ 14,911.74</b>	<b>\$ 14,071.53</b>	<b>\$ 166,825.48</b>
<b>Operating Expenses</b>													
Rent or Lease	\$ 2,263.68	\$ 2,263.68	\$ 2,263.68	\$ 2,263.68	\$ 2,263.68	\$ 2,263.68	\$ 2,263.68	\$ 2,263.68	\$ 2,263.68	\$ 2,263.68	\$ 2,263.68	\$ 2,263.68	\$ 27,164.16
Uniforms	\$ 150.00	\$ -	\$ 150.00	\$ -	\$ 150.00	\$ -	\$ 150.00	\$ -	\$ 150.00	\$ -	\$ 150.00	\$ -	\$ 900.00
Garage/Operating Supplies	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$ 3,000.00
Equipment Rental/Leases	\$ 650.00	\$ 650.00	\$ 650.00	\$ 650.00	\$ 650.00	\$ 650.00	\$ 650.00	\$ 650.00	\$ 650.00	\$ 650.00	\$ 650.00	\$ 650.00	\$ 7,800.00
Printing	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 900.00
Tenant Services	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 42,000.00
Security Services	\$ 102.72	\$ -	\$ -	\$ 102.72	\$ -	\$ -	\$ 102.72	\$ -	\$ -	\$ 102.72	\$ -	\$ -	\$ 410.88
Business License	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,353.73	\$ 1,353.73
<b>Subtotal Operating Expense</b>	<b>\$ 6,991.40</b>	<b>\$ 6,738.68</b>	<b>\$ 6,888.68</b>	<b>\$ 6,841.40</b>	<b>\$ 6,888.68</b>	<b>\$ 6,738.68</b>	<b>\$ 6,991.40</b>	<b>\$ 6,738.68</b>	<b>\$ 6,888.68</b>	<b>\$ 6,841.40</b>	<b>\$ 6,888.68</b>	<b>\$ 8,092.41</b>	<b>\$ 83,528.77</b>
<b>Repairs &amp; Maintenance</b>													
R&M Building/Surface Lots	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 600.00
Service Contracts/Warranties	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 15.00	\$ 180.00
R&M Vehicles	\$ -	\$ -	\$ 75.00	\$ -	\$ -	\$ -	\$ 75.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 150.00
<b>Subtotal R &amp; M</b>	<b>\$ 65.00</b>	<b>\$ 65.00</b>	<b>\$ 140.00</b>	<b>\$ 65.00</b>	<b>\$ 65.00</b>	<b>\$ 65.00</b>	<b>\$ 140.00</b>	<b>\$ 65.00</b>	<b>\$ 65.00</b>	<b>\$ 65.00</b>	<b>\$ 65.00</b>	<b>\$ 65.00</b>	<b>\$ 930.00</b>
<b>Insurance</b>													
General Liability	\$ 1,352.37	\$ 1,352.37	\$ 1,352.37	\$ 1,352.37	\$ 1,352.37	\$ 1,352.37	\$ 1,352.37	\$ 1,352.37	\$ 1,352.37	\$ 1,352.37	\$ 1,352.37	\$ 1,352.37	\$ 16,228.44
Crime	\$ 59.00	\$ 59.00	\$ 59.00	\$ 59.00	\$ 59.00	\$ 59.00	\$ 59.00	\$ 59.00	\$ 59.00	\$ 59.00	\$ 59.00	\$ 59.00	\$ 708.00
<b>Subtotal Insurance</b>	<b>\$ 1,411.37</b>	<b>\$ 1,411.37</b>	<b>\$ 1,411.37</b>	<b>\$ 1,411.37</b>	<b>\$ 1,411.37</b>	<b>\$ 1,411.37</b>	<b>\$ 1,411.37</b>	<b>\$ 1,411.37</b>	<b>\$ 1,411.37</b>	<b>\$ 1,411.37</b>	<b>\$ 1,411.37</b>	<b>\$ 1,411.37</b>	<b>\$ 16,936.44</b>
<b>Other Expenses</b>													
Utilities	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 1,200.00
Telephone	\$ 110.00	\$ 110.00	\$ 110.00	\$ 110.00	\$ 110.00	\$ 110.00	\$ 110.00	\$ 110.00	\$ 110.00	\$ 110.00	\$ 110.00	\$ 110.00	\$ 1,320.00
Cellular Phone	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00	\$ 1,200.00
Internet Service	\$ 131.00	\$ 131.00	\$ 131.00	\$ 131.00	\$ 131.00	\$ 131.00	\$ 131.00	\$ 131.00	\$ 131.00	\$ 131.00	\$ 131.00	\$ 131.00	\$ 1,572.00
Accounting Fees	\$ 495.00	\$ 495.00	\$ 495.00	\$ 495.00	\$ 495.00	\$ 495.00	\$ 495.00	\$ 495.00	\$ 495.00	\$ 495.00	\$ 495.00	\$ 495.00	\$ 5,940.00
Network Security	\$ 428.00	\$ 428.00	\$ 428.00	\$ 428.00	\$ 428.00	\$ 428.00	\$ 428.00	\$ 428.00	\$ 3,278.00	\$ 428.00	\$ 428.00	\$ 428.00	\$ 7,986.00
IT Support	\$ 180.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 180.00
Banking Fees	\$ 107.83	\$ 103.38	\$ 108.27	\$ 108.14	\$ 106.00	\$ 113.38	\$ 111.17	\$ 109.35	\$ 125.41	\$ 107.80	\$ 114.39	\$ 115.45	\$ 1,330.57
Credit Card Fees (based on revenue)	\$ 1,150.80	\$ 974.82	\$ 1,074.78	\$ 1,102.80	\$ 1,047.66	\$ 1,268.22	\$ 1,157.94	\$ 1,157.94	\$ 1,333.08	\$ 1,102.80	\$ 1,268.22	\$ 1,157.94	\$ 13,797.00
Accounts Receivable Fees	\$ 89.00	\$ 89.00	\$ 89.00	\$ 89.00	\$ 89.00	\$ 89.00	\$ 89.00	\$ 89.00	\$ 89.00	\$ 89.00	\$ 89.00	\$ 89.00	\$ 1,068.00
Recruiting Fees	\$ 88.20	\$ 88.20	\$ 88.20	\$ 88.20	\$ 88.20	\$ 88.20	\$ 88.20	\$ 88.20	\$ 88.20	\$ 88.20	\$ 88.20	\$ 88.20	\$ 1,058.40
Postage	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00	\$ 350.00	\$ 4,200.00
Education	\$ -	\$ -	\$ -	\$ 75.00	\$ -	\$ -	\$ 75.00	\$ -	\$ -	\$ -	\$ 75.00	\$ -	\$ 225.00
<b>Subtotal Other Expenses</b>	<b>\$ 3,329.83</b>	<b>\$ 2,969.40</b>	<b>\$ 3,074.25</b>	<b>\$ 3,177.14</b>	<b>\$ 3,044.86</b>	<b>\$ 3,272.80</b>	<b>\$ 3,235.31</b>	<b>\$ 3,158.49</b>	<b>\$ 6,199.69</b>	<b>\$ 3,101.80</b>	<b>\$ 3,348.81</b>	<b>\$ 3,164.59</b>	<b>\$ 41,076.97</b>
<b>Total Expenses</b>	<b>\$ 25,051.43</b>	<b>\$ 24,030.44</b>	<b>\$ 25,175.98</b>	<b>\$ 25,146.36</b>	<b>\$ 24,641.27</b>	<b>\$ 26,399.59</b>	<b>\$ 25,849.61</b>	<b>\$ 25,445.07</b>	<b>\$ 29,056.39</b>	<b>\$ 25,071.02</b>	<b>\$ 26,625.60</b>	<b>\$ 26,804.90</b>	<b>\$ 309,297.66</b>
<b>Net Income/(Loss)</b>	<b>\$ 70,848.57</b>	<b>\$ 57,204.56</b>	<b>\$ 64,389.02</b>	<b>\$ 66,753.64</b>	<b>\$ 62,663.73</b>	<b>\$ 79,285.41</b>	<b>\$ 70,645.39</b>	<b>\$ 71,049.93</b>	<b>\$ 82,033.61</b>	<b>\$ 66,828.98</b>	<b>\$ 79,059.40</b>	<b>\$ 69,690.10</b>	<b>\$ 840,452.34</b>

Description

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**OIG 20-002-M**

# **EXHIBIT 10**





Credit Memo SCR003332

Credit Memo 3/25/2024

Page: Page: 1

**Credit**

To: City of Wilton Manors  
Carol Conol  
2020 Wilton Drive  
Wilton Manors, FL 33305

Ship Date  
Apply to Type  
Apply to Numbe

Customer ID  
P.O. Number  
SalesPerson

WILTON  
SCR003332

Item No.	Description	Unit	Quantity	Unit Price	Total Price
	Reimbursement of Operating Advance Applied to Invoice 140732 Nov/24/2023 \$34,528.42 New Balance Invoice 140732 = \$3,354.15		1	31,174.27	31,174.27

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**Subtotal:** 31174.27  
**Tax:** 0.00  
**Total:** 31,174.27

OIG 20-002-M

# APPENDIX A

# City of Wilton Manors

2020 Wilton Drive • Wilton Manors, Florida 33305 • (954) 390-2120 • FAX (954) 390-2199



July 17, 2024

Carol J. Breece, Inspector General  
Broward Office of the Inspector General  
1 N. University Drive, Suite 111  
Plantation, FL 33324

*Life's Just Better Here*

SENT BY EMAIL TO: [InspectorGeneral@broward.org](mailto:InspectorGeneral@broward.org)

RE: OIG Preliminary Report, Ref. No. OIG 20-002-M

**Scott Newton**  
Mayor

Dear Ms. Breece:

**Mike Bracchi**  
Vice Mayor

The City of Wilton Manors (City) has received and reviewed the Office of the Inspector General (OIG) Preliminary Report referenced above and appreciates the opportunity to provide a response.

**Chris Caputo**  
Commissioner

While the Report concluded that the City did not adequately manage the Lanier Parking contract, it was documented in the report that there was no misconduct by any City employee. Further, there were no findings that the City overpaid the vendor or paid for services that were not received.

**Don D'Arminio**  
Commissioner

As was noted in the Preliminary Report, the City was cooperative throughout the four-year investigation and initiated corrective actions as issues arose during the investigation, demonstrating the City's willingness to improve its processes and prevent future violations.

**Paul Rolli**  
Commissioner

Based on the recommendations of the OIG, staff has established a process to perform monthly reconciliation of revenues to the parking bank account and document-related reconciliations procedures. Both previous finance directors testified to the extremely time-consuming nature of tracking numerous small daily transactions and the competing priorities for time and attention. As such, the City plans to add a Senior Accountant to the Finance Department staff. This new position will have the necessary expertise and training to complete the appropriate reconciliations. The City remains committed to continuing to improve its contract management procedures and appreciates the OIG's suggestions for improvement.

**Leigh Ann Henderson**  
City Manager

The City thanks the staff of the OIG for the thorough review and recommendations that have guided the City through these improvements.

**Kerry Ezrol**  
City Attorney

Sincerely,

A handwritten signature in black ink, appearing to read "Leigh Ann Henderson".

Leigh Ann Henderson  
City Manager

cc: Mayor and City Commissioners  
Kerry Ezrol, City Attorney