



CITY COMMISSION MEETING AGENDA

City Commission Chambers

March 26, 2024

7:00 PM

Please join the meeting via Zoom
<https://us06web.zoom.us/j/86095456043>

Please join the meeting via telephone:
1 305 224 1968 or 1 312 626 6799
Meeting ID: 860 9545 6043



Mayor Veronica Edwards Phillips - Vice-Mayor Mark Spence
Commissioner Tycie Causwell - Commissioner Karlene Maxwell-Williams - Commissioner Sharon Thomas



City of Lauderdale Lakes City Commission Meeting

Welcome to the City Commission Meeting

We are pleased that you have demonstrated an interest in the City of Lauderdale Lakes by attending a City Commission Meeting. We hope that you enjoy the meeting and will attend more of these meetings in the future.

GENERAL RULES AND PROCEDURES FOR PUBLIC PARTICIPATION AT CITY COMMISSION MEETINGS:

Please turn off or silence your cell phones. Any person requiring Auxiliary Aids and services must contact the City Clerk's Office at 954-535-2705 at least 24 hours prior to the meeting.

If you or someone you know is hearing or speech impaired, please call Florida Relay Service at 1-800-955-8770 or 8771.

- **Who May Speak** - Any individual who wishes to address the City Commission may do so providing it is accomplished in an orderly manner and in accordance with the procedures outlined in Sec. 2-54 (2) of the Code of Ordinances.
- **Petitions From the Public** - Per Section 2-54 of the Code of Ordinances, each person desiring to petition the City Commission will be allotted five minutes under the applicable order of business for the City Commission meeting. Petitions from the Public shall not exceed 30 minutes in aggregate time. The Mayor at his/her discretion may allow more time than the allotted time.
- **Speaking on items not on the Agenda** - Each person who wishes to address the City Commission must sign in with the City Clerk before 7:00 p.m. by completing the Petition from the Public form, located on the podium, outside of the City Commission Chambers.

The City Commission Meeting is a business meeting and as such, please conduct yourselves in a respectful and professional manner, both in tone of voice, as well as, choice of words.

Please direct your comments to the City Commission as a body through the presiding officer and not to the audience or individual City Commissioner.

As your City Commission, we will abide by the debate and decorum rules which provides for each City Commissioner to speak 10 minutes at a time on each subject matter. After every Commissioner has spoken, the Mayor will provide for other comments.

The above represents a summarization of the rules and procedures as adopted by Ordinance. Copies of the Code Section related to rules and procedures are available from the City Clerk's office.



City of Lauderdale Lakes

Office of the City Clerk

4300 Northwest 36 Street - Lauderdale Lakes, Florida 33319-5599

(954) 535-2705 - Fax (954) 535-0573

-
1. **CALL TO ORDER**
 2. **ROLL CALL**
 3. **INVOCATION AND PLEDGE OF ALLEGIANCE**
 - A. INVOCATION
 - B. PLEDGE OF ALLEGIANCE
 4. **PROCLAMATIONS/PRESENTATIONS**
 - A. RECOGNIZING THE VIKINGS FOOTBALL AND CHEER TEAM
 - B. RECOGNIZING THE SENIOR DOMINOES WINNERS
 - C. RECOGNITION IN HONOR OF WOMEN'S HISTORY MONTH - ZETA RHO OMEGA CHAPTER ALPHA KAPPA ALPHA SORORITY INCORPORATED
 5. **APPROVAL OF MINUTES FROM PREVIOUS MEETING**
 - A. FEBRUARY 26, 2024 CITY COMMISSION WORKSHOP MINUTES
 - B. FEBRUARY 27, 2024 CITY COMMISSION MEETING MINUTES
 6. **PETITIONS FROM THE PUBLIC**
 7. **CONSIDERATION OF ORDINANCES ON SECOND READING**
 - A. ORDINANCE 2024-001 AMENDING ARTICLE VI, NONSTATUTORY BOARDS, COMMITTEES AND COMMISSIONS, DIVISION 1., SECTIONS 2-311(C), AND 2-322 AND DIVISION 7., SECTION 2-432 PROVIDING FOR RESIDENCY AND OTHER REQUIREMENTS FOR SAMUEL S. BROWN SCHOLARSHIP FUND BOARD

This ordinance amends Article VI, non statutory boards, committees and commissions, Division 1, Sections 2-311(C), and 2-322 and Division 7., Section 2-432 providing for residency and other requirements for the Samuel S. Brown Scholarship Fund.
 8. **CONSIDERATION OF ORDINANCES ON FIRST READING**
 - A. ORDINANCE 2024-002 PUBLIC HEARING - APPROVING APPLICATION 02-TA-23; ADOPTING TEXT AMENDMENTS TO THE CITY OF LAUDERDALE LAKES' COMPREHENSIVE PLAN; PROVIDING FOR UPDATES TO THE FUTURE LAND USE ELEMENT; PROVIDING FOR TRANSMITTAL OF THE AMENDMENTS TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY, THE BROWARD COUNTY PLANNING COUNCIL AND SUCH OTHER AGENCIES AS SHALL BE REQUIRED TO COMPLY WITH CHAPTER 163, FLORIDA STATUTES

This ordinance is a City initiated request for adoption of proposed amendments to certain elements of the City's Comprehensive Plan to address deficiencies brought about by the Broward County Planning Council.

9. CONSIDERATION OF RESOLUTIONS ON CONSENT AGENDA

10. CONSIDERATION OF RESOLUTIONS ON REGULAR AGENDA

- A.** RESOLUTION 2024-019 AWARDING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST RESPECTIVELY THAT CERTAIN CONTRACT NO. ITB 24-6310-03B TO ATC ENGINEERING, INC. TO CONDUCT THE NW 49TH AVENUE ROADWAY AND DRAINAGE IMPROVEMENT PROJECT FOR AN AMOUNT NOT TO EXCEED ONE MILLION TWO HUNDRED FORTY THOUSAND ONE HUNDRED AND TWENTY TWO DOLLARS (\$1,240,122.00) AND FURTHER AUTHORIZING AN AWARD OF ONE HUNDRED AND FIFTY THOUSAND DOLLARS (\$150,000) FOR A CONTINGENCY WITH A TOTAL AMOUNT NOT TO EXCEED OF ONE MILLION THREE HUNDRED NINETY THOUSAND ONE HUNDRED TWENTY TWO DOLLARS (\$1,390,122.00)

This resolution awards and authorizes the Mayor and the City Clerk to execute a contract with ATC Engineering, Inc, In the amount of \$1,390,122 to construct the NW 49th Avenue Roadway and Drainage Improvement project.

- B.** RESOLUTION 2024-020 AUTHORIZING THE AMENDMENT OF TASK ORDER TO R.J. BEHAR & COMPANY TO CONTINUE PERFORMANCE OF PROFESSIONAL ENGINEERING SERVICES TO THE CITY OF LAUDERDALE LAKES IN EXECUTING THE NW 49TH AVENUE ROADWAY AND DRAINAGE IMPROVEMENT PROJECT BY MONITORING PROGRESS OF THE CONSTRUCTION AND OTHER RELATED PROFESSIONAL SERVICES FOR AN AMOUNT NOT TO EXCEED THIRTY-SEVEN THOUSAND SIX HUNDRED TWENTY EIGHT DOLLARS (\$37,628.00) AND FURTHER INCLUDING A CONTINGENCY FEE OF TWELVE THOUSAND THREE HUNDRED AND SEVENTY TWO DOLLARS ((\$12,372.00) FOR A TOTAL AMENDMENT AMOUNT NOT TO EXCEED FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00)

This resolution authorizes the amendment of Task Order to R.J. Behar & Company to continue performance of professional engineering services to the City of Lauderdale Lakes in executing the NW 49th Avenue Roadway and Drainage Improvement Project by monitoring progress of the construction and other related professional services for an amount not to exceed \$37,628.00 and further including a contingency fee of \$12,372.

- C.** RESOLUTION 2024-021 AUTHORIZING THE CITY MANAGER TO APPROVE A PROPOSAL IN THE AMOUNT OF FORTY-NINE THOUSAND NINE HUNDRED SEVENTY-FIVE (\$49,975.00) FROM KIMLEY-HORN AND ASSOCIATES TO PROVIDE ADA ASSESSMENT, COMPLIANCE REVIEW OF CITY RIGHT-OF-WAY FOR THE AREA BOUNDED BY THE FLORIDA TURNPIKE, OAKLAND PARK BOULEVARD, STATE ROAD 7 AND THE NORTHERN CITY LIMITS AND TO PROVIDE AN ADA REMEDIATION PLAN

This resolution authorizes approval of a proposal in the amount of \$49,975 from Kimley-Horn and Associates to provide ADA assessment, compliance review City right-of-way for the area bounded by the Florida Turnpike, Oakland Park Boulevard, State Road 7 and the northern City Limits and to provide an ADA remediation plan

- D.** RESOLUTION 2024-022 SUPPORTING SENATE BILL 470 AND HOUSE BILL 465 REQUIRING PUBLIC POST-SECONDARY EDUCATIONAL INSTITUTIONS TO REPORT INFORMATION RELATING TO THE STATUS OF STUDENTS WITH AN F-1 STUDENT VISA TO THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY (SPONSORED BY COMMISSIONER MAXWELL-WILLIAMS)

This resolution will support Senate Bill 470 and House Bill 465 requiring Public Post-Secondary Educational Institutions to report information relating to the status of students with an F-1 student visa to the United States Department of Homeland Security.

- E.** RESOLUTION 2024-023 APPOINTING A DIRECTOR, AN ALTERNATE AND SECOND ALTERNATE TO THE BROWARD LEAGUE OF CITIES FOR 2024-2025

This resolution appoints a Director, Alternate and Second Alternate to the Broward League of Cities.

- F.** RESOLUTION 2024-024 RESOLVING TO OMIT TO FILL THE VACANCY IN CITY COMMISSION SEAT 1

This resolution resolves to omit to fill the vacancy in the Office of Commission Seat 1, created by the

resignation of Commissioner Mark Spence and to let the vacancy stand open until the November 5, 2024 general election.

11. **CORRESPONDENCE**
12. **REPORT OF THE MAYOR**
13. **REPORT OF THE VICE MAYOR**
14. **REPORTS OF THE CITY COMMISSIONERS**
15. **REPORT OF THE CITY MANAGER**
16. **REPORT OF THE CITY ATTORNEY**
17. **ADJOURNMENT**

PLEASE TURN OFF ALL CELL PHONES DURING THE MEETING

If a person decides to appeal any decision made by the Board, Agency, or Commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. (FS 286.0105)

Any person requiring auxiliary aids and services at this meeting may contact the City Clerk's Office at (954) 535-2705 at least 24 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by using the following numbers: 1-800-955-8770 or 1-800-955-8771.

Any invocation that is offered before the official start of the commission meeting shall be the voluntary offering of a private person, to and for the benefit of the commission. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the commission or the city staff, and do not necessarily represent their individual religious beliefs, nor are the views and beliefs expressed by an invocation speaker intended to suggest the city's allegiance to or preference for any particular religion, denomination, faith, creed or belief. Persons in attendance at the city commission meeting are invited to stand during the opening invocation and Pledge of Allegiance. However, such invitation shall not be construed as a demand, order, or any other type of command. No person in attendance at the meeting shall be required to participate in any opening invocation that is offered. You may exit the city commission chambers and return upon completion of the opening invocation if you do not wish to participate in or witness the opening invocation.

Mayor Veronica Edwards Phillips - Vice-Mayor Mark Spence
Commissioner Tycie Causwell - Commissioner Karlene Maxwell-Williams - Commissioner Sharon Thomas

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact:

Contract Requirement:

Title
FEBRUARY 26, 2024 CITY COMMISSION WORKSHOP MINUTES
Summary
Staff Recommendation

Background:

Funding Source:

Fiscal Impact:

Sponsor Name/Department:

Meeting Date: 3/26/2024

ATTACHMENTS:

Description	Type
<input type="checkbox"/> February 26, 2024 City Commission Workshop Minutes	Minutes



City of Lauderdale Lakes
Office of the City Clerk
4300 Northwest 36 Street - Lauderdale Lakes, Florida 33319-5599
(954) 535-2705 - Fax (954) 535-0573

CITY COMMISSION WORKSHOP MINUTES
City Commission Chambers
February 26, 2024
5:00 PM

1. CALL TO ORDER

Mayor Veronica Edwards Phillips called the February 26, 2024, City Commission Workshop to order at 5:00 p.m.

2. ROLL CALL

PRESENT

Mayor Veronica Edwards Phillips
Vice Mayor Mark Spence
Commissioner Tycie Causwell
Commissioner Karlene Maxwell-Williams
Commissioner Sharon Thomas

ALSO PRESENT

City Manager Treasa Brown Stubbs
City Attorney Sidney Calloway
City Clerk Venice Howard
City Staff

3. DISCUSSION

REVIEW OF THE FEBRUARY 27, 2024 CITY COMMISSION MEETING AGENDA

CONSIDERATION OF ORDINANCES ON FIRST READING

Item 8.A. RESOLUTION 2024-001

AMENDING ARTICLE VI, NONSTATUTORY BOARDS, COMMITTEES AND COMMISSIONS, DIVISION 1., SECTIONS 2-311(C), AND 2-322 AND DIVISION 7., SECTION 2-432 PROVIDING FOR RESIDENCY AND OTHER REQUIREMENTS FOR SAMUEL S. BROWN SCHOLARSHIP FUND BOARD

City Manager Brown Stubbs outlined the changes suggested.

CONSIDERATION OF RESOLUTIONS ON CONSENT AGENDA

Item 9.A. RESOLUTION 2024-009

AUTHORIZING THE PUBLIC PURCHASE OF GIFT CARDS FROM RACETRAC, INC.

Ms. Brown Stubbs explained that there have been some difficulties due to the number of cards being

requested. Due to this, this item may be pulled.

Item 9.B. RESOLUTION 2024-010

APPOINTING A NEW MEMBER TO THE ECONOMIC DEVELOPMENT ADVISORY BOARD

Commissioner Maxwell-Williams announced her appointment of Patrick Green.

Item 9.C. RESOLUTION 2024-011

APPROVING THE TRANSFER OF CERTAIN UNENCUMBERED FUNDS RECEIVED BY THE CITY OF LAUDERDALE LAKES, FLORIDA FROM THE AMERICAN RESCUE PLAN ACT OF 2021 AND ORIGINALLY APPROPRIATED TO THE HUMAN SERVICES ASSISTANCE PROGRAM IN THE AMOUNT OF TWO HUNDRED AND SIXTY THOUSAND AND NO/100 DOLLARS (\$260,000.00) TO THE RESIDENTIAL RENT AND UTILITIES ASSISTANCE PROGRAM

Director of Development Services, Tanya Davis-Hernandez, provided an update as to the applications received and approved. She explained that she has exhausted funds and that the \$260,000 will be helpful.

Vice Mayor Spence asked the application opening timeline.

Ms. Davis-Hernandez stated that if approved, the Public Information Office will advertise and the City will open the application process.

CONSIDERATION OF RESOLUTIONS ON REGULAR AGENDA

Item 10.A. RESOLUTION 2024-012

APPROVING VARIANCE APPLICATION NO. 03-VA-23 SUBMITTED BY DWAYNE DICKERSON, ESQ, ON BEHALF OF LIMOUSINES OF SOUTH FLORIDA INC., ON OCTOBER 30, 2023, REQUESTING VARIANCES FROM SUBSECTIONS 1001.11(a) and 1001.11(c)(3) (PARKING INTERIORS) OF CHAPTER 10 OF THE CITY OF LAUDERDALE LAKES' LAND DEVELOPMENT REGULATIONS TO ALLOW FOR DEVIATIONS TO PARKING INTERIORS; A COPY OF VARIANCE APPLICATION NO. 03-VA-23 AND APPLICANT'S PRESENTATION IS ATTACHED HERETO AS COMPOSITE EXHIBIT A, AND FURTHER A COPY OF CITY STAFF'S INTEROFFICE MEMORANDUM ON VARIANCE APPLICATION NO. 03-VA-23 IS ATTACHED HERETO AS EXHIBIT B

City Attorney Calloway explained that this is a quasi-judicial process to be presented at tomorrow's City Commission meeting. The City Commission has the option of approving with conditions or deny the application.

Ms. Davis-Hernandez explained that staff recommends denying the application and will review the details of the standards at the City Commission meeting.

Item 10.B. RESOLUTION 2024-013

AUTHORIZING THE CITY MANAGER TO EXECUTE THAT CERTAIN INTERLOCAL AGREEMENT BETWEEN THE CITY OF LAUDERDALE LAKES AND BROWARD COUNTY PROVIDING FOR FILM PERMITTING SERVICES ("AGREEMENT"), A DRAFT OF SUCH AGREEMENT IS ATTACHED HERETO AS EXHIBIT A

There was no discussion on this item.

Item 10.C. RESOLUTION 2024-014

AUTHORIZING THE MAYOR AND THE CITY MANAGER TO EXECUTE A COMMUNITY AESTHETIC FEATURE AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION

(FDOT) FOR THE WRAPPING OF CITY UTILITY BOXES

Director of Public Works, Ron Desbrunes, spoke about the approved agreement with AD Graphics to complete the project. He advised that most boxes are located in FDOT's right-of-ways. The resolution and agreement assures that the City maintains responsibility of the boxes and an agreement is required for submittal to FDOT.

Item 10.D. RESOLUTION 2024-015

AUTHORIZING THE CITY COMMISSION TO SUPPORT AND ENDORSE A PROJECT APPLICATION TO BROWARD COUNTY'S METROPOLITAN PLANNING ORGANIZATION (MPO) SEEKING FUNDING UNDER THE SURTAX PROCEEDS FOR THE NW 39TH STREET IMPROVEMENT PROJECT (FROM NW 29TH AVENUE TO NW 31ST AVENUE)

Mr. Desbrunes advised that the window to submit a list of projects is from February 9th to March 9th. Each municipality is required to submit their projects. Staff has identified NW 29th Avenue to NW 31st Avenue as a project.

Commissioner Thomas inquired as to other projects.

Mr. Desbrunes listed the following projects: City-wide traffic calming, NW 50th Avenue drainage improvement, Alcee Hastings Street improvement, NW 36th Terrace improvement and the City-wide drainage project.

Commissioner Causwell asked about the total amount from the surtax that can be used for the projects.

Mr. Desbrunes stated that the City applied for \$25 million, however, there is no set amount as it depends on the project. The projects are funded as it goes through each phase.

Vice Mayor Spence asked if the roads were going to be extended.

Mr. Desbrunes stated that the roads were not going to be extended.

Item 10.E. RESOLUTION 2024-016

CANCELLING THE MARCH 11, 2024 CITY COMMISSION WORKSHOP AND THE MARCH 12, 2024 CITY COMMISSION MEETING

There was no discussion on this item.

Item 10.F. RESOLUTION 2024-017

APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE SUCH QUOTE OR ESTIMATE, REQUISITION, WORK ORDER OR SUCH OTHER AUTHORIZATION FORMS NECESSARY TO PROCURE THE SERVICES OF MILLENNIUM PRODUCTS, INC ("MILLENNIUM"), TO PROVIDE FIXED LICENSE PLATE READER HARDWARE DEVICES, PURSUANT TO SECTION 82-358(D) OF THE LAUDERDALE LAKES PROCUREMENT CODE, AND IN ACCORDANCE WITH THAT CERTAIN GENERAL SERVICES ADMINISTRATION FEDERAL ACQUISITION SERVICE AUTHORIZED FEDERAL SUPPLY SCHEDULE FSS PRICE LIST CONTRACT NO. GS-07F-0031W: SURVEILLANCE EQUIPMENT, LIGHT TOWERS ("GSA CONTRACT") IN AN AMOUNT NOT TO EXCEED ONE HUNDRED THIRTY-TWO THOUSAND FIVE HUNDRED SIXTY-TWO AND 75/100 (\$132,562.75) DOLLARS

Broward Sheriff's Office, Lieutenant Montgomery, provided an update as to location of the license plate readers, the process for license plate numbers being entered into the system and the alert process when a vehicle enters into the City in which the license plate reader recognizes.

Item 10.G. RESOLUTION 2024-018

RATIFYING THE CITY MANAGER'S FILING OF THE CITY'S FISCAL YEAR 2024, PERIOD 4 (JANUARY); FINANCIAL ACTIVITY REPORT, AS PREPARED BY THE DEPARTMENT OF FINANCIAL SERVICES, FOR THE PURPOSE OF CONFORMING TO THE CITY'S ADOPTED FINANCIAL INTEGRITY PRINCIPLES AND FISCAL POLICIES

Department of Financial Services Accountant II, Giovanni Stephenson provided the Financial Activity Report for Period 4.

4. DISCUSSION OF PROPOSED ORDINANCE(S)

5. ADDITIONAL WORKSHOP ITEMS

A. DISCUSSION REGARDING OAKLAND VILLAS PROPOSAL (SPONSORED BY COMMISSIONER MAXWELL-WILLIAMS)

City Manager Brown Stubbs stated that the property is listed at \$1.999 million and is on 2.81 acres. The City will continue to speak with the City Attorney if the City Commission would like to move forward.

There was unanimous consensus for staff to move forward with pursuing this matter.

Ms. Brown Stubbs advised that she will work with the City Attorney and that an appraiser would have to be acquired.

City Attorney Calloway advised that he will bring the real estate attorney in the conversation to look at the timeline and acquire a real estate appraiser.

Commissioner Causwell inquired as to the funding.

Ms. Brown Stubbs spoke about a feasibility study and will bring back options to the City Commission.

B. DISCUSSION REGARDING CONSOLIDATION OF THE COMMISSION WORKSHOP AND THE COMMISSION MEETING (SPONSORED BY COMMISSIONER MAXWELL-WILLIAMS)

Commissioner Maxwell-Williams suggested consolidation of the City Commission meetings and workshops. She proposed having the City Commission workshop at 5:00 p.m. and the meeting at 7:00 p.m. on Tuesdays.

Commissioner Thomas stated that she likes the cohesiveness of having the meetings separate so she gets a better understanding of the items through the discussions and presentations.

Vice Mayor Spence stated that he prefers having the meetings separate as well.

Commissioner Causwell stated that she prefers having the meeting separate so that she can process the information from the workshop before the meeting.

Commissioner Maxwell-Williams stated that the agenda is shared a week beforehand. Therefore, most of the questions that the Commission have about the items can be answered via the City Manager or City Attorney before.

Mayor Edwards Phillips stated that she would not like to minimize the workshop agenda if there is a heavy commission meeting agenda.

Ms. Brown Stubbs read the order of the meeting as mentioned in the Code of Ordinances.

Commissioner Causwell asked that discussion be continued at the next meeting.

There was consensus to bring this item back for discussion.

C. DISCUSSION REGARDING PURCHASING CITY T-SHIRTS (SPONSORED BY COMMISSIONER MAXWELL-WILLIAMS)

Commissioner Maxwell-Williams stated that she feels purchasing t-shirts for each event is wasteful. The Commission and staff should wear their city shirts as they are identifiable.

Commissioner Causwell concurred with Commissioner Maxwell-Williams.

Commissioner Thomas advised that she wears the t-shirts to be a part of the event, however, she still has to identify herself. She believes that the t-shirts can be worn again for other events.

Vice Mayor Spence advised that he is in favor of the first fifty residents be provided t-shirts for city events.

Mayor Edwards Phillips suggested wearing city t-shirts during major events.

Commissioner Maxwell-Williams suggested that employees wear t-shirts with their names so that they can be identified by residents.

Vice Mayor Spence expressed that he feels that wearing city t-shirts provides the city to be marketable and the residents feel included.

City Manager Brown Stubbs restated the consensus to purchase shirts for major events, purchase shirts for staff and for commissioners who would like a shirt and purchase for residents up to a certain number.

Commissioner Maxwell-Williams was not in favor.

D. DISCUSSION REGARDING CHANGING THE STRUCTURE OF THE ECONOMIC DEVELOPMENT ADVISORY BOARD

Commissioner Causwell spoke about the issue of lack of a quorum due to the shortage of appointments to the Economic Development Advisory Board (EDAB). Additionally, there were some issues with her appointee.

Economic Development Manager, Vielka Buchanan, advised that the EDAB is a seven member board. Two are at large made up of the representatives from the largest employers in Lauderdale Lakes.

City Attorney Calloway advised that the commission has the option of revising the ordinance to appoint from the top ten businesses within the city rather than limit the appointment to be made by the two largest employers.

Ms. Bessie Dennis, Chair of the EDAB, advised that she welcomes the City Attorney's suggestion. Currently, the structure hinders the work of the board. She also urged the City Commission to consider the size of the board which is a seven member board when all other boards have five members.

City Attorney Calloway advised that the City Commission may reduce the size of the board.

Vice Mayor Spence and Commissioner Thomas were in favor of keeping the seven member board but make the at-large membership broader than what it currently is.

There was consensus to keep the seven member board and to make the at-large membership requirement broader than what it currently is.

Commissioner Maxwell-Williams suggested reduction to five members based upon profession.

Vice Mayor Spence suggested an appointment of one at large member from a large business and one from a small business.

There was discussion regarding appointment of at large members from viable businesses within the city.

There was consensus to bring an ordinance back for review.

6. REPORTS

A. PRESENTATION ON CAPITAL IMPROVEMENT PROJECTS

Capital Improvement Plan (CIP) Update FY2023/24

City Manager Brown Stubbs reviewed the Capital Improvement Plan FY 23/24 updates, to include the completed projects, projects in construction, on-going projects, projects in planning and design, pending projects, surtax projects and CRA projects.

Financial Planning Coordinator, Heidi Brocks, spoke in more detail about the projects in construction which includes Canal Bank #2, Canal Bank #7, and Canal Bank #4.

City Engineer, Maqsood Nasir and Public Works Director, Ron Desbrunes addressed questions from the Commission regarding timelines and completion dates for the ongoing projects.

B. UPDATE ON ARPA FUNDING

Update on ARPA/Loss Revenue Funding - January 2024.

Ms. Brocks presented the report from January, 2024 to include the total project cost of \$5,886,569.13. The total monthly project cost is \$2,862,769.21 with a balance of \$5,265,127.79.

Commissioner Thomas inquired as to the deadline to use the ARPA funds.

Ms. Brocks stated that all of the ARPA funds must be encumbered by December 2024.

Mayor Edwards Phillips asked about the Citywide Broadband improvement projects.

Ms. Brocks stated that she will have an update at the next meeting as to the status of that particular project.

7. ADJOURNMENT

Being that there was no other business to come before the City Commission, the Workshop adjourned at 7:50 p.m.

VERONICA EDWARDS PHILLIPS, MAYOR

ATTEST:

VENICE HOWARD, CMC, CITY CLERK

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact:

Contract Requirement:

Title
FEBRUARY 27, 2024 CITY COMMISSION MEETING MINUTES
Summary
Staff Recommendation

Background:

Funding Source:

Fiscal Impact:

Sponsor Name/Department:

Meeting Date: 3/26/2024

ATTACHMENTS:

Description	Type
<input type="checkbox"/> February 27, 2024 City Commission Meeting Minutes	Minutes



City of Lauderdale Lakes
Office of the City Clerk
4300 Northwest 36 Street - Lauderdale Lakes, Florida 33319-5599
(954) 535-2705 - Fax (954) 535-0573

CITY COMMISSION MEETING MINUTES
City Commission Chambers
February 27, 2024
7:00 PM

1. CALL TO ORDER

Mayor Veronica Edwards Phillips called the February 27, 2024, City Commission Meeting to order at 7:00 p.m.

2. ROLL CALL

PRESENT

Mayor Veronica Edwards Phillips
Vice Mayor Mark Spence
Commissioner Tycie Causwell
Commissioner Karlene Maxwell-Williams
Commissioner Sharon Thomas

ALSO PRESENT

City Manager Treasa Brown Stubbs
City Attorney Sidney Calloway
City Clerk Venice Howard
City Staff

3. INVOCATION AND PLEDGE OF ALLEGIANCE

A moment of silence was acknowledged in lieu of an invocation.

The Pledge of Allegiance was recited.

4. PROCLAMATIONS/PRESENTATIONS

5. APPROVAL OF MINUTES FROM PREVIOUS MEETING

A. FEBRUARY 12, 2024 CITY COMMISSION WORKSHOP MINUTES

B. FEBRUARY 13, 2024 CITY COMMISSION MEETING MINUTES

Commissioner Causwell made a motion to approve the minutes from the February 12, 2024, City Commission Workshop and the February 13, 2024, City Commission Meeting.

Mayor Edwards Phillips requested a roll call:

FOR: Mayor Edwards Phillips, Vice Mayor Spence, Commissioner Causwell, Commissioner Maxwell-Williams, Commissioner Thomas

Motion passed: 5-0

6. PETITIONS FROM THE PUBLIC

Mark Behar, resident of Hawaiian Gardens, spoke about properties in Lauderdale Lakes which may be good locations for a community park or a community garden.

Nicole Hall spoke about the discussion that took place at the prior City Commission workshop regarding the size of the Economic Development Advisory Board.

Ms. Hay Tench spoke about Hawaiian Gardens and it needing to be cleaned up.

Ms. Erica Holmes spoke about badly broken sidewalks at the Diamond Building.

Ms. Benita Johnson, resident of Hawaiian Gardens, spoke about a vehicle burglary and suspicious person in her neighborhood. She advised that police presence is needed.

7. CONSIDERATION OF ORDINANCES ON SECOND READING

8. CONSIDERATION OF ORDINANCES ON FIRST READING

A. ORDINANCE 2024-001 AMENDING ARTICLE VI, NONSTATUTORY BOARDS, COMMITTEES AND COMMISSIONS, DIVISION 1., SECTIONS 2-311(C), AND 2-322 AND DIVISION 7., SECTION 2-432 PROVIDING FOR RESIDENCY AND OTHER REQUIREMENTS FOR SAMUEL S. BROWN SCHOLARSHIP FUND BOARD

This ordinance amends Article VI, non statutory boards, committees and commissions, Division 1, Sections 2-311(C), and 2-322 and Division 7., Section 2-432 providing for residency and other requirements for the Samuel S. Brown Scholarship Fund.

City Attorney Calloway read Ordinance 2024-003 by title:

ORDINANCE 2024-001

AN ORDINANCE OF THE CITY OF LAUDERDALE LAKES, BROWARD COUNTY, FLORIDA; AMENDING ARTICLE VI, NONSTATUTORY BOARDS, COMMITTEES AND COMMISSIONS, DIVISION 1., SECTIONS 2-311(C), AND 2-322 AND DIVISION 7., SECTION 2-432 PROVIDING FOR RESIDENCY AND OTHER REQUIREMENTS FOR SAMUEL S. BROWN SCHOLARSHIP FUND BOARD; PROVIDING FOR ADOPTION OF RECITALS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING AN EFFECTIVE DATE.

Vice Mayor Spence made a motion to bring Ordinance 2024-001 to the floor for discussion.

Mayor Edwards Phillips requested a roll call:

FOR: Mayor Edwards Phillips, Vice Mayor Spence, Commissioner Causwell, Commissioner Maxwell-Williams, Commissioner Thomas

Motion passed: 5-0

Mayor Edwards Phillips announced a public hearing.

Comments were made by Nicole Hall and Byron Maylor.

Commissioner Thomas made a motion to approve Ordinance 2024-001.

Mayor Edwards Phillips requested a roll call:

FOR: Mayor Edwards Phillips, Vice Mayor Spence, Commissioner Causwell, Commissioner

Motion passed: 5-0

9. CONSIDERATION OF RESOLUTIONS ON CONSENT AGENDA

A. RESOLUTION 2024-009 AUTHORIZING THE PUBLIC PURCHASE OF GIFT CARDS FROM RACETRAC, INC. (SPONSORED BY COMMISSIONER MAXWELL-WILLIAMS)

This resolution under the American Rescue Plan Act Final Ruling, A Standard Allowance For Revenue Loss of \$10 Million, through Human Services Assistance Program, seeks authorization to purchase 540 gas cards from RaceTrac, Inc. in an amount not to exceed \$13,500.

B. RESOLUTION 2024-010 APPOINTING A NEW MEMBER TO THE ECONOMIC DEVELOPMENT ADVISORY BOARD

This resolution appoints Mr. Patrick Green as Commissioner Karlene Maxwell-Williams appointee to the Economic Development Advisory Board.

C. RESOLUTION 2024-011 OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA, IN ACCORDANCE WITH ARTICLE V, SECTION 5.04(3) OF THE HOME RULE CHARTER OF THE CITY OF LAUDERDALE LAKES APPROVING THE TRANSFER OF CERTAIN UNENCUMBERED FUNDS RECEIVED BY THE CITY OF LAUDERDALE LAKES, FLORIDA FROM THE AMERICAN RESCUE PLAN ACT OF 2021 AND ORIGINALLY APPROPRIATED TO THE HUMAN SERVICES ASSISTANCE PROGRAM IN THE AMOUNT OF TWO HUNDRED AND SIXTY THOUSAND AND NO/100 DOLLARS (\$260,000.00) TO THE RESIDENTIAL RENT AND UTILITIES ASSISTANCE PROGRAM

This resolution is a request to transfer Two Hundred and Sixty Thousand dollars (\$260,000.00) from the Human Services Program budget to the Residential Rent, Mortgage and Utilities program.

City Attorney Calloway read Resolutions 2024-009, 2024-010 and 2024-011 by title:

RESOLUTION 2024-009

A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA AUTHORIZING THE PURCHASE OF GAS GIFT CARDS FROM RACETRAC, INC. IN AN AMOUNT NOT TO EXCEED THIRTEEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$13,500.00); PROVIDING FOR THE ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING AN EFFECTIVE DATE.

RESOLUTION 2024-010

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES RATIFYING COMMISSIONER'S APPOINTMENT OF LAUDERDALE LAKES RESIDENT TO SERVE AS A MEMBER OF THE CITY'S ECONOMIC DEVELOPMENT ADVISORY BOARD; PROVIDING FOR THE ADOPTION OF RECITALS; PROVIDING INSTRUCTIONS TO CLERK; PROVIDING AN EFFECTIVE DATE.

RESOLUTION 2024-011

A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA, IN ACCORDANCE WITH ARTICLE V, SECTION 5.04(3) OF THE HOME RULE CHARTER OF THE CITY OF LAUDERDALE LAKES APPROVING THE TRANSFER OF CERTAIN UNENCUMBERED FUNDS RECEIVED BY THE CITY OF LAUDERDALE LAKES, FLORIDA FROM THE AMERICAN RESCUE PLAN ACT OF 2021 AND ORIGINALLY APPROPRIATED TO THE HUMAN SERVICES ASSISTANCE PROGRAM IN THE AMOUNT OF TWO HUNDRED AND SIXTY THOUSAND AND NO/100 DOLLARS (\$260,000.00) TO THE RESIDENTIAL RENT AND UTILITIES ASSISTANCE PROGRAM; PROVIDING FOR THE ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING AN EFFECTIVE DATE.

Vice Mayor Spence made a motion to approve Resolutions 2024-009, 2024-010 and 2024-011.

Mayor Edwards Phillips requested a roll call:

FOR: Mayor Edwards Phillips, Vice Mayor Spence, Commissioner Causwell, Commissioner Maxwell-Williams, Commissioner Thomas

Motion passed: 5-0

10. CONSIDERATION OF RESOLUTIONS ON REGULAR AGENDA

- A.** RESOLUTION 2024-012 APPROVING VARIANCE APPLICATION NO. 03-VA-23 SUBMITTED BY DWAYNE DICKERSON, ESQ, ON BEHALF OF LIMOUSINES OF SOUTH FLORIDA INC., ON OCTOBER 30, 2023, REQUESTING VARIANCES FROM SUBSECTIONS 1001.11(a) and 1001.11(c)(3) (PARKING INTERIORS) OF CHAPTER 10 OF THE CITY OF LAUDERDALE LAKES' LAND DEVELOPMENT REGULATIONS TO ALLOW FOR DEVIATIONS TO PARKING INTERIORS; A COPY OF VARIANCE APPLICATION NO. 03-VA-23 AND APPLICANT'S PRESENTATION IS ATTACHED HERETO AS COMPOSITE EXHIBIT A, AND FURTHER A COPY OF CITY STAFF'S INTEROFFICE MEMORANDUM ON VARIANCE APPLICATION NO. 03-VA-23 IS ATTACHED HERETO AS EXHIBIT B

This resolution is a request to approve Variances from Chapter 10 Section 1001.11 parking interiors of the City LDRs.

City Attorney Calloway read Resolution 2024-012 by title:

RESOLUTION 2024-012

A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA, APPROVING VARIANCE APPLICATION NO. 03-VA-23 SUBMITTED BY DWAYNE DICKERSON, ESQ, ON BEHALF OF LIMOUSINES OF SOUTH FLORIDA INC., ON OCTOBER 30, 2023, REQUESTING VARIANCES FROM SUBSECTIONS 1001.11(a) and 1001.11(c)(3) (PARKING INTERIORS) OF CHAPTER 10 OF THE CITY OF LAUDERDALE LAKES' LAND DEVELOPMENT REGULATIONS TO ALLOW FOR DEVIATIONS TO PARKING INTERIORS; A COPY OF VARIANCE APPLICATION NO. 03-VA-23 AND APPLICANT'S PRESENTATION IS ATTACHED HERETO AS **COMPOSITE EXHIBIT A**, AND FURTHER A COPY OF CITY STAFF'S INTEROFFICE MEMORANDUM ON VARIANCE APPLICATION NO. 03-VA-23 IS ATTACHED HERETO AS **EXHIBIT B**; COPIES OF WHICH CAN BE INSPECTED IN THE OFFICE OF THE CITY CLERK; PROVIDING FOR THE ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING AN EFFECTIVE DATE.

Mayor Edwards Phillis announced a public hearing.

Vice Mayor Spence made a motion to bring Resolution 2024-012 to the floor for discussion.

Mayor Edwards Phillips requested a roll call:

FOR: Mayor Edwards Phillips, Vice Mayor Spence, Commissioner Causwell, Commissioner Maxwell-Williams, Commissioner Thomas

Motion passed: 5-0

The following individuals provided comments and spoke in favor of this item:

Jude Etienne
Unknown speaker
Rubin Robinson
Unknown speaker

Mayor Edwards Phillips closed the public hearing.

City Attorney Calloway announced that this is a quasi-judicial proceeding and explained the due process requirements.

City Clerk, Venice Howard, advised that no communication was received from affected parties.

Director of Development Services, Tanya Davis-Hernandez, advised that the mailing was done according to the code.

Dwayne Dickerson, on behalf of the applicant, advised that mailing was satisfied. He advised that he would like to waive the official quasi-judicial proceeding.

Exparte communication was disclosed as follows:

Vice Mayor Spence advised that he spoke to Attorney Dickerson.

Mayor Edward Phillips advised that she spoke to Attorney Dickerson and visited the site.

Commissioner Thomas advised that she visited the site.

Ms. Davis Hernandez advised that the applicant is requesting a waiver from Chapter 10 Section 1001.11(a) and (c), parking interiors, to allow a reduction in the minimum landscape requirement.

Ms. Davis Hernandez reviewed the standards being considered and advised that the application was denied by the Planning & Zoning Board.

Attorney Dickerson presented the variance request from Limousines of South Florida, Inc.

Commissioner Maxwell-Williams made a motion to approve Resolution 2024-012 subject to the conditions that the applicant and staff reach a mutual and agreeable determination as to the reduction in parking islands and landscaping within the next 30 days.

Mayor Edwards Phillips requested a roll call:

FOR: Mayor Edwards Phillips, Vice Mayor Spence, Commissioner Causwell, Commissioner Maxwell-Williams, Commissioner Thomas

Motion passed: 5-0

- B. RESOLUTION 2024-013 AUTHORIZING THE CITY MANAGER TO EXECUTE THAT CERTAIN INTERLOCAL AGREEMENT BETWEEN THE CITY OF LAUDERDALE LAKES AND BROWARD COUNTY PROVIDING FOR FILM PERMITTING SERVICES ("AGREEMENT"), A DRAFT OF SUCH AGREEMENT IS ATTACHED HERETO AS EXHIBIT A**

This resolution authorizes the City Manager to execute an Interlocal Agreement (ILA) with Broward County for Film Permitting Services.

City Attorney Calloway read Resolution 2024-013 by title:

RESOLUTION 2024-013

A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA AUTHORIZING THE CITY MANAGER TO EXECUTE THAT CERTAIN INTERLOCAL AGREEMENT BETWEEN THE CITY OF LAUDERDALE LAKES AND BROWARD COUNTY PROVIDING FOR FILM PERMITTING SERVICES ("AGREEMENT"), A DRAFT OF SUCH AGREEMENT IS ATTACHED HERETO AS **EXHIBIT A**, A COPY OF WHICH CAN BE INSPECTED IN THE OFFICE OF THE CITY CLERK; PROVIDING FOR ADOPTION OF

RECITALS; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING AN EFFECTIVE DATE.

Vice Mayor Spence made a motion to bring Resolution 2024-013 to the floor for discussion.

Mayor Edwards Phillips requested a roll call:

FOR: Mayor Edwards Phillips, Vice Mayor Spence, Commissioner Causwell, Commissioner Maxwell-Williams, Commissioner Thomas

Motion passed: 5-0

Commissioner Thomas made a motion to approve Resolution 2024-013.

Mayor Edwards Phillips requested a roll call:

FOR: Mayor Edwards Phillips, Vice Mayor Spence, Commissioner Causwell, Commissioner Maxwell-Williams, Commissioner Thomas

Motion passed: 5-0

C. RESOLUTION 2024-014 AUTHORIZING THE MAYOR AND THE CITY MANAGER TO EXECUTE A COMMUNITY AESTHETIC FEATURE AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR THE WRAPPING OF CITY UTILITY BOXES

This resolution authorizes the Mayor and the City Manager to execute a Community Aesthetic Feature Agreement (CAFA) with FDOT which allow the City to install aesthetic features on utility boxes located within FDOT right of way on State Road 7 (from City limit to NW 19th Street) and Oakland Park Boulevard (from NW 31st Avenue to City Limit).

City Attorney Calloway read Resolution 2024-014 by title:

RESOLUTION 2024-014

A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA, AUTHORIZING THE MAYOR AND THE CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN COMMUNITY AESTHETIC FEATURE AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND THE CITY OF LAUDERDALE LAKES FOR THE WRAPPING OF CITY UTILITY BOXES, A DRAFT COPY OF WHICH IS ATTACHED AS **EXHIBIT A**, AND A FACSIMILE COPY OF WHICH CAN BE INSPECTED IN THE OFFICE OF THE CITY CLERK; PROVIDING FOR THE ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING AN EFFECTIVE DATE.

Vice Mayor Spence made a motion to bring Resolution 2024-014 to the floor for discussion.

Mayor Edwards Phillips requested a roll call:

FOR: Mayor Edwards Phillips, Vice Mayor Spence, Commissioner Causwell, Commissioner Maxwell-Williams, Commissioner Thomas

Motion passed: 5-0

Mayor Edwards Phillips stepped away from the dais.

Commissioner Thomas made a motion to approve Resolution 2024-014.

Vice Mayor Mark Spence requested a roll call:

FOR: Vice Mayor Spence, Commissioner Causwell, Commissioner Maxwell-Williams, Commissioner Thomas

Motion passed: 4-0

D. RESOLUTION 2024-015 AUTHORIZING THE CITY COMMISSION TO SUPPORT AND ENDORSE A PROJECT APPLICATION TO BROWARD COUNTY'S METROPOLITAN PLANNING ORGANIZATION (MPO) SEEKING FUNDING UNDER THE SURTAX PROCEEDS FOR THE NW 39TH STREET IMPROVEMENT PROJECT (FROM NW 29TH AVENUE TO NW 31ST AVENUE)

This resolution supports and endorses a project application to Broward MPO seeking funding under the surtax proceeds for the NW 39th Street Improvement project (from NW 29th Avenue to NW 31st Avenue).

City Attorney Calloway read Resolution 2024-015 by title:

RESOLUTION 2024-015

A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA, AUTHORIZING AND ENDORSING THE CITY OF LAUDERDALE LAKES' APPLICATION TO BROWARD COUNTY'S METROPOLITAN PLANNING ORGANIZATION SEEKING FUNDING UNDER THE TRANSPORTATION SURTAX PROCEEDS FOR THE NW 39TH STREET IMPROVEMENT PROJECT; PROVIDING FOR THE ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING AN EFFECTIVE DATE.

Commissioner Thomas made a motion to bring Resolution 2024-015 to the floor for discussion.

Vice Mayor Spence requested a roll call:

FOR: Vice Mayor Spence, Commissioner Causwell, Commissioner Maxwell-Williams, Commissioner Thomas

Motion passed: 4-0

Commissioner Thomas made a motion to approve Resolution 2024-015.

Vice Mayor Spence requested a roll call:

FOR: Vice Mayor Spence, Commissioner Causwell, Commissioner Maxwell-Williams, Commissioner Thomas

Motion passed: 4-0

E. RESOLUTION 2024-016 CANCELLING THE MARCH 11, 2024 CITY COMMISSION WORKSHOP AND THE MARCH 12, 2024 CITY COMMISSION MEETING

This resolution cancels the City Commission Workshop meeting scheduled for March 11, 2024 and the Regular City Commission Meeting scheduled for March 12, 2024 to allow the City Commission to attend the National League of Cities' ("NLC") Congressional City Conference in Washington, DC.

Mayor Edwards Phillips returned to the dais.

City Attorney Calloway read Resolution 2024-016 by title:

RESOLUTION 2024-016

A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA, CANCELING THE CITY COMMISSION WORKSHOP SCHEDULED FOR MARCH 11, 2024,

AND THE CITY COMMISSION REGULAR MEETING CURRENTLY SCHEDULED FOR MARCH 12, 2024, PURSUANT TO CHAPTER 2, ARTICLE II, DIVISION 2, SECTION 2-51 OF THE CODE OF ORDINANCES, CITY OF LAUDERDALE LAKES, FLORIDA; PROVIDING FOR THE ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING AN EFFECTIVE DATE.

Vice Mayor Spence made a motion to bring Resolution 2024-016 to the floor for discussion.

Mayor Edwards Phillips requested a roll call:

FOR: Mayor Edwards Phillips, Vice Mayor Spence, Commissioner Causwell, Commissioner Maxwell-Williams, Commissioner Thomas

Motion passed: 5-0

Vice Mayor Spence made a motion to approve Resolution 2024-016.

Mayor Edwards Phillips requested a roll call:

FOR: Mayor Edwards Phillips, Vice Mayor Spence, Commissioner Causwell, Commissioner Maxwell-Williams, Commissioner Thomas

Motion passed: 5-0

- F.** RESOLUTION 2024-017 APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE SUCH QUOTE OR ESTIMATE, REQUISITION, WORK ORDER OR SUCH OTHER AUTHORIZATION FORMS NECESSARY TO PROCURE THE SERVICES OF MILLENNIUM PRODUCTS, INC ("MILLENNIUM"), TO PROVIDE FIXED LICENSE PLATE READER HARDWARE DEVICES, PURSUANT TO SECTION 82-358(D) OF THE LAUDERDALE LAKES PROCUREMENT CODE, AND IN ACCORDANCE WITH THAT CERTAIN GENERAL SERVICES ADMINISTRATION FEDERAL ACQUISITION SERVICE AUTHORIZED FEDERAL SUPPLY SCHEDULE FSS PRICE LIST CONTRACT NO. GS-07F-0031W: SURVEILLANCE EQUIPMENT, LIGHT TOWERS ("GSA CONTRACT") IN AN AMOUNT NOT TO EXCEED ONE HUNDRED THIRTY-TWO THOUSAND FIVE HUNDRED SIXTY-TWO AND 75/100 (\$132,562.75) DOLLARS

This resolution authorizes the use of GSA Contract No. GS-07F0031W, Fixed License Plate Reader Hardware Devices in accordance with the GSA Federal Acquisition Service Authorized Federal Supply Schedule FSS Price List per the City Procurement Code 82-358 (d) in an amount not to exceed \$132,562.75.

City Attorney Calloway read Resolution 2024-017 by title:

RESOLUTION 2024-017

A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE SUCH QUOTE OR ESTIMATE, REQUISITION, WORK ORDER OR SUCH OTHER AUTHORIZATION FORMS NECESSARY TO PROCURE THE SERVICES OF MILLENNIUM PRODUCTS, INC ("MILLENNIUM"), TO PROVIDE FIXED LICENSE PLATE READER HARDWARE DEVICES, PURSUANT TO SECTION 82-358(D) OF THE LAUDERDALE LAKES PROCUREMENT CODE, AND IN ACCORDANCE WITH THAT CERTAIN GENERAL SERVICES ADMINISTRATION FEDERAL ACQUISITION SERVICE AUTHORIZED FEDERAL SUPPLY SCHEDULE FSS PRICE LIST CONTRACT NO. GS-07F-0031W: SURVEILLANCE EQUIPMENT, LIGHT TOWERS ("GSA CONTRACT") IN AN AMOUNT NOT TO EXCEED ONE HUNDRED THIRTY-TWO THOUSAND FIVE HUNDRED SIXTY-TWO AND 75/100 (\$132,562.75) DOLLARS; A COPY OF SAID GSA CONTRACT AND MILLENNIUM QUOTE IS ATTACHED HERETO AS COMPOSITE **EXHIBIT A**, COPIES OF WHICH CAN BE INSPECTED IN THE OFFICE OF THE CITY CLERK; PROVIDING FOR THE ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING AN

EFFECTIVE DATE.

Vice Mayor Spence made a motion to bring Resolution 2024-017 to the floor for discussion.

Mayor Edwards Phillips requested a roll call:

FOR: Mayor Edwards Phillips, Vice Mayor Spence, Commissioner Causwell, Commissioner Maxwell-Williams, Commissioner Thomas

Motion passed: 5-0

Commissioner Thomas made a motion to approve Resolution 2024-017.

Mayor Edwards Phillips requested a roll call:

FOR: Mayor Edwards Phillips, Vice Mayor Spence, Commissioner Causwell, Commissioner Maxwell-Williams, Commissioner Thomas

Motion passed: 5-0

G. RESOLUTION 2024-018 RATIFYING THE CITY MANAGER'S FILING OF THE CITY'S FISCAL YEAR 2024, PERIOD 4 (JANUARY); FINANCIAL ACTIVITY REPORT, AS PREPARED BY THE DEPARTMENT OF FINANCIAL SERVICES, FOR THE PURPOSE OF CONFORMING TO THE CITY'S ADOPTED FINANCIAL INTEGRITY PRINCIPLES AND FISCAL POLICIES

This resolution serves to ratify the filing and presentation of the City's January (Period 4); Financial Activity Report prepared by the Financial Services Department.

City Attorney Calloway read Resolution 2024-018 by title:

RESOLUTION 2024-018

A RESOLUTION RATIFYING THE CITY MANAGER'S FILING OF THE CITY'S FISCAL YEAR 2024, PERIOD 4 (JANUARY); FINANCIAL ACTIVITY REPORT, AS PREPARED BY THE DEPARTMENT OF FINANCIAL SERVICES, FOR THE PURPOSE OF CONFORMING TO THE CITY'S ADOPTED FINANCIAL INTEGRITY PRINCIPLES AND FISCAL POLICIES; A COPY IS ATTACHED HERETO AS EXHIBIT A; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

Vice Mayor Spence made a motion to bring Resolution 2024-018 to the floor for discussion.

Mayor Edwards Phillips requested a roll call:

FOR: Mayor Edwards Phillips, Vice Mayor Spence, Commissioner Causwell, Commissioner Maxwell-Williams, Commissioner Thomas

Motion passed: 5-0

Vice Mayor Spence made a motion to approve Resolution 2024-018.

Mayor Edwards Phillips requested a roll call:

FOR: Mayor Edwards Phillips, Vice Mayor Spence, Commissioner Causwell, Commissioner Maxwell-Williams, Commissioner Thomas

Motion passed: 5-0

11. CORRESPONDENCE

12. REPORT OF THE MAYOR

Mayor Edwards Phillips provided background information as to how the Negro National song came about. She also announced Moments with the Mayor being held on March 6.

13. REPORT OF THE VICE MAYOR

Vice Mayor Spence had no report.

14. REMARKS OF THE COMMISSIONERS

Commissioner Causwell spoke about Georgetown University's connection to slavery. She announced the Women Celebrating Women event on Sunday.

Commissioner Thomas congratulated Assistant Public Works Director, Robin Soodeen, who was recognized by the National Forum of Black Public Administrators. She spoke about Heart Health Month and the upcoming clean up event.

15. REPORT OF THE CITY MANAGER

City Manager Brown Stubbs provided information on programs and events.

16. REPORT OF THE CITY ATTORNEY

City Attorney Calloway announced the delivery of a lump sum payment from Kineret LLC in the amount of \$450,000. He advised that they should be working with staff regarding compliance with violations.

17. ADJOURNMENT

Being that there was no other business to come before the City Commission, the meeting adjourned at 10:27 p.m.

VERONICA EDWARDS PHILLIPS, MAYOR

ATTEST:

VENICE HOWARD, CMC, CITY CLERK

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: No

Contract Requirement: No

Title

ORDINANCE 2024-001 AMENDING ARTICLE VI, NONSTATUTORY BOARDS, COMMITTEES AND COMMISSIONS, DIVISION 1., SECTIONS 2-311(C), AND 2-322 AND DIVISION 7., SECTION 2-432 PROVIDING FOR RESIDENCY AND OTHER REQUIREMENTS FOR SAMUEL S. BROWN SCHOLARSHIP FUND BOARD

Summary

This ordinance amends Article VI, non statutory boards, committees and commissions, Division 1, Sections 2-311(C), and 2-322 and Division 7., Section 2-432 providing for residency and other requirements for the Samuel S. Brown Scholarship Fund.

Staff Recommendation

Background:

In April 2023, the City Commission discussed desired revisions to the Samuel S. Brown Scholarship Fund Board. the City Commission finds that it is in the best interest and welfare of the City Lauderdale Lakes, Florida ("City") to make a provision that the largest contributor to the Samuel S. Brown Scholarship Fund be a member of the Board, subject further to the requirement that such contributor be either a resident or operator of a business within the City. The City Commission further finds that it is in the best interest and welfare of the City to amend the appointment protocol for the Board to provide that the Mayor shall have one (1) appointment to the Board and that the Vice-Mayor shall have one (1) appointment to the Board which shall be a member of the School Advisory Board. City staff further recommends that the Board be comprised of an odd number of members.

Funding Source:

Fiscal Impact:

Sponsor Name/Department: Treasa Brown Stubbs, City Manager

Meeting Date: 3/26/2024

ATTACHMENTS:

Description	Type
Ordinance 2024-001 Amending Ordinance regarding	
<input type="checkbox"/> Nonstatutory Boards and Samuel S. Brown Scholarship Fund Board	Ordinance

ORDINANCE 2024-001

AN ORDINANCE OF THE CITY OF LAUDERDALE LAKES, BROWARD COUNTY, FLORIDA; AMENDING ARTICLE VI, NONSTATUTORY BOARDS, COMMITTEES AND COMMISSIONS, DIVISION 1., SECTIONS 2-311(C), AND 2-322 AND DIVISION 7., SECTION 2-432 PROVIDING FOR RESIDENCY AND OTHER REQUIREMENTS FOR SAMUEL S. BROWN SCHOLARSHIP FUND BOARD; PROVIDING FOR ADOPTION OF RECITALS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING AN EFFECTIVE DATE.

WHEREAS, in April 2023, the City Commission discussed desired revisions to the Samuel S. Brown Scholarship Fund Board ("Board");

WHEREAS, the City Commission finds that it is in the best interest and welfare of the City of Lauderdale Lakes, Florida ("City") to make provision that the largest contributor to the Samuel S. Brown Scholarship Fund be a member of the Board, subject further to the requirement that such contributor be either a resident or operator of a business within the City;

WHEREAS, the City Commission further finds that it is in the best interest and welfare of the City to amend the appointment protocol for the Board to provide that the Mayor shall have one (1) appointment to the Board and that the Vice-Mayor shall have one (1) appointment to the Board which shall be a member of the school advisory board; and

WHEREAS, City staff further recommend that the Board be comprised of an odd number of members.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES as follows:

SECTION 1. RECITALS. The foregoing recitals are true and correct and are incorporated herein by this reference.

SECTION 2. AUTHORITY. This Ordinance is enacted pursuant to the Chapter 1, Section

1-7 of the of the Code of Ordinances, City of Lauderdale Lakes, Florida, and other applicable provisions of law.

SECTION 3. AMENDMENT: Chapter 2, Article VI, Division 1, Section 2-311 of the Code of Ordinances, City of Lauderdale Lakes, Florida, is hereby amended to read as follows:

Sec. 2-311. Appointment of members.

(c) Except as otherwise provided herein, All members of nonstatutory boards shall be residents of the city, possess a reputation for integrity, commitment, civic activism or accomplishment, in addition to the skills, knowledge, professional expertise, or business ability directly related to providing effective service to the nonstatutory board. In respect ~~only~~ to the economic development advisory board, appointed at-large members shall be presumed to be considered residents of the city. In respect to the Samuel S. Brown Scholarship Fund Board, a business operator within the corporate jurisdiction of the city providing the largest financial donation to the Samuel S. Brown Scholarship Fund shall be presumed to be a resident of the city.

SECTION 4. AMENDMENT: Chapter 2, Article VI, Division I, Section 2-322 of the Code of Ordinances, City of Lauderdale Lakes, Florida is hereby amended to read as follows:

Sec. 2-322. – Residency requirement.

Except as otherwise provided in this Division, Each member of a board, committee or commission of the City of Lauderdale Lakes shall be a resident of the city. In the event an appointed member shall thereafter become a nonresident as determined by the city, such shall be deemed a resignation by the member from the board, committee or commission and shall thereby create a vacancy on the board, committee or commission, which vacancy shall be filled by the appointing mayor or commissioner, not later than 45 days from the date of such vacancy.

SECTION 5. AMENDMENT: Chapter 2, Article VI, Division 7, Section 2-432 of the Code of Ordinances, City of Lauderdale Lakes, Florida is hereby amended to read as follows:

Sec. 2-432. – Creation.

CODING: Words, symbols, and letters ~~stricken~~ are deletions; words, symbols, and letters underlined are additions. Words, symbols, and letters double underlined are additions after first reading; words, symbols, and letters ~~double stricken~~ are deletions after first reading.

1 There is hereby created a Samuel S. Brown Scholarship Fund Board in the city. The
2 purpose of this board is to administer the Samuel S. Brown Scholarship Fund created
3 pursuant to section 2-431. The board shall be composed of ~~four~~ five members. One
4 member of the board shall be appointed by the mayor; one member of the board shall be
5 appointed by the city manager; one member of the board shall be appointed by the chief
6 of police; one member of the board shall be the largest financial donor to the Samuel S.
7 Brown scholarship; and one member of the board shall, as a prerequisite to appointment,
8 be a member of the school advisory board, and such person shall be appointed by the
9 vice-mayor.

10
11 SECTION 6. CONFLICT: All ordinances or Code provisions in conflict herewith are
12 hereby repealed.

13 SECTION 7. SEVERABILITY: If any section, subsection, sentence, clause, phrase or
14 portion of this Ordinance is for any reason held invalid or unconstitutional by any court of
15 competent jurisdiction, such portion shall be deemed a separate, distinct and independent
16 provision and such holding shall not affect the validity of the remaining portions of this
17 Ordinance.

18 SECTION 8. INCLUSION IN THE CODE OF ORDINANCES: It is the intention of the City
19 Commission of the City of Lauderdale Lakes that the provisions of this Ordinance shall become
20 and be made a part of the Code of Ordinances in the City of Lauderdale Lakes and that the
21 sections of this Ordinance may be renumbered or relettered and the word "Ordinance" may be
22 changed to "Chapter," "Section," "Article" or such other appropriate word or phrase, the use of
23 which shall accomplish the intentions herein expressed; provided, however, that Section 1 hereof
24 or the provisions contemplated thereby shall not be codified.

25 SECTION 9. EFFECTIVE DATE: This Ordinance shall become effective immediately upon
26 passage on second reading.

CODING: Words, symbols, and letters ~~stricken~~ are deletions; words, symbols, and letters underlined are additions. Words, symbols, and letters double underlined are additions after first reading; words, symbols, and letters ~~double stricken~~ are deletions after first reading.

PASSED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES ON FIRST
READING AT ITS REGULAR COMMISSION MEETING ON THE 27TH DAY OF FEBRUARY 2024.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES
ON SECOND READING AT ITS REGULAR COMMISSION MEETING ON THE 26TH DAY OF MARCH
2024.

VERONICA EDWARDS PHILLIPS, MAYOR

ATTEST:

VENICE HOWARD, CMC, CITY CLERK

Approved as to form and legality
for the use of and reliance by the
City of Lauderdale Lakes only:

Sidney C. Calloway, City Attorney

Sponsored by: Treasa Brown Stubbs, MPA, CPRP, City Manager

VOTE:

Mayor Veronica Edwards Phillips	_____ (For)	_____ (Against)	_____ (Other)
Vice-Mayor Mark Spence	_____ (For)	_____ (Against)	_____ (Other)
Commissioner Tycie Causwell	_____ (For)	_____ (Against)	_____ (Other)
Commissioner Karlene Maxwell-Williams	_____ (For)	_____ (Against)	_____ (Other)
Commissioner Sharon Thomas	_____ (For)	_____ (Against)	_____ (Other)

CODING: Words, symbols, and letters ~~stricken~~ are deletions; words, symbols, and letters underlined are additions. Words, symbols, and letters double underlined are additions after first reading; words, symbols, and letters ~~double stricken~~ are deletions after first reading.

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: No

Contract Requirement: No

Title

ORDINANCE 2024-002 PUBLIC HEARING - APPROVING APPLICATION 02-TA-23; ADOPTING TEXT AMENDMENTS TO THE CITY OF LAUDERDALE LAKES' COMPREHENSIVE PLAN; PROVIDING FOR UPDATES TO THE FUTURE LAND USE ELEMENT; PROVIDING FOR TRANSMITTAL OF THE AMENDMENTS TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY, THE BROWARD COUNTY PLANNING COUNCIL AND SUCH OTHER AGENCIES AS SHALL BE REQUIRED TO COMPLY WITH CHAPTER 163, FLORIDA STATUTES

Summary

This ordinance is a City initiated request for adoption of proposed amendments to certain elements of the City's Comprehensive Plan to address deficiencies brought about by the Broward County Planning Council.

Staff Recommendation

Background:

The 2020 update to the Future Land Use (FLUE) and Recreation and Open Space (ROS) Elements of the City's Comprehensive Plan are prepared to specifically address local and regional priorities and ensure that we have effective planning policies and tools for the future. These proposed amendments have been reviewed and approved by the City Attorney.

On November 23, 2021, the City Commission adopted the text amendments (Ordinance No. 2020-007), to the FLUE and ROS to comply with Florida Statutes outlined under Chapter 163. The adopted package was determined to be complete by the Florida Department of Economic Opportunity on December 1, 2021 (Amendment No. 20-01ESR).

On May 12, 2022, to complete the recertification of the Future Land Use Map and Text, Staff prepared and submitted an application to the Broward County Planning Council (BCPC) with the proposed amendments.

On June 2022, the BCPC furnished a provisional approval of the City's Future Land Use Element - Text and Map, subject to amendments necessary to align with the Broward County Future Land Use Plan.

If approved by the City Commission, the application will then be forwarded to the following agencies for review:

1. Compliance Review by the Department of Economic Opportunity (State) and other applicable agencies
2. Broward County Planning Council (County)

Funding Source:

N/A

Fiscal Impact:

N/A

Sponsor Name/Department: Tanya Davis-Hernandez, AICP/Development Services Director

Meeting Date: 3/26/2024

ATTACHMENTS:

Description	Type
Ordinance 2024-002 Text Amendments to FLUE	Ordinance
Interoffice Memo - App# 02-TA-23	Backup Material
Exhibit A- Location Map	Exhibit
Exhibit B - BCPC Provisional Report	Exhibit
Exhibit C -FLUE- Strikethrough	Exhibit
Exhibit D - FLUE- Final	Exhibit
Exhibit E - FLUE- Existing Map	Exhibit
Exhibit F - FLUE- Final Map	Exhibit

ORDINANCE 2024-002

AN ORDINANCE OF THE CITY OF LAUDERDALE LAKES, BROWARD COUNTY, FLORIDA; APPROVING APPLICATION 02-TA-23; ADOPTING TEXT AMENDMENTS TO THE CITY OF LAUDERDALE LAKES' COMPREHENSIVE PLAN; PROVIDING FOR UPDATES TO THE FUTURE LAND USE ELEMENT; PROVIDING FOR TRANSMITTAL OF THE AMENDMENTS TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY, THE BROWARD COUNTY PLANNING COUNCIL AND SUCH OTHER AGENCIES AS SHALL BE REQUIRED TO COMPLY WITH CHAPTER 163, FLORIDA STATUTES; PROVIDING FOR ADOPTION OF RECITALS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lauderdale Lakes' ("City") existing Comprehensive Plan was passed and adopted pursuant to Ordinance 2020-007;

WHEREAS, the 2020 update to the Future Land Use ("FLUE") and Recreation and Open Space Elements of the Plan was prepared to specifically reflect the regional direction established in "BrowardNEXT" ("Project") – the 2017 County's renewed land use planning program to meet the challenges of additional population and employment growth by the Year 2040 as well as to address regional priorities and parameters, e.g., transit and mobility, diversity of housing types, enhancement and protection of recreation and open space areas, amongst others;

WHEREAS, in June 2022, through the Broward County Planning Council Staff Provisional Recertification Report, Broward County made corrections to the 2020 updates of the Future Land Use Element ("FLUE") of the City's existing Comprehensive Plan;

WHEREAS, City Staff finds the proposed amendments from Broward County consistent with the City's Comprehensive Plan and recommends that the City Commission: 1) approve Application No. 02-TA-23, amending the Future Land Use Element of the City's Comprehensive Plan, and 2) approve the transmittal of the amendment to the Florida Department of Economic

1 Opportunity, Broward County Planning Council, and other state agencies pursuant to Chapter
2 163, Florida Statutes;

3 WHEREAS, the Planning and Zoning Board, acting in its statutory capacity as the Local
4 Planning Agency for the City of Lauderdale Lakes, and in accordance with its duties as prescribed
5 in Sec. 2-273 and Sec. 302.2 of the Lauderdale Lakes Code of Ordinances, conducted an
6 advertised public meeting on February 22, 2024, on City Staff's Application No. 02-TA-23
7 ("Application") for proposed amendments to the Future Land Use Element of the City's
8 Comprehensive Plan and made findings that the proposed amendments are consistent with the
9 Comprehensive Plan, furthers the best interest of the public health, safety, and welfare of the
10 City, and recommended approval to the City Commission by an affirmative unanimous vote 5-0;
11 and

12 WHEREAS, the City Commission finds this Ordinance is consistent with the City's adopted
13 Comprehensive Plan and is in the best interest of the public health, safety, and welfare of the
14 City's residents.

15 NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF
16 LAUDERDALE LAKES as follows:

17 SECTION 1. RECITALS. The foregoing recitals are true and correct and are incorporated
18 herein by this reference.

19 SECTION 2. AUTHORITY. This Ordinance is enacted pursuant to Section 403 of the City
20 of Lauderdale Lakes Land Development Regulations and in compliance with F.S., Sections
21 163.3184 and 163.3187, as amended, and other applicable provisions of Florida law.

22 SECTION 3. AMENDMENT: The City's Comprehensive Plan, last adopted pursuant to

Ordinance No. 2020-007, is hereby amended by amending the text of the Future Land Use Element in accordance with **Exhibit C** and **Exhibit D** of the Application, attached hereto and incorporated herein.

SECTION 4. INSTRUCTION FOR TRANSMITTAL: Following the first public hearing on a proposed plan amendment, City Staff, if appropriate, shall transmit the required number of copies of the proposed plan amendment to the required state and county review agencies. If the amendment involves an amendment to the county land use plan, then the City may transmit the required number of copies to the state concurrently with the county transmittal.

SECTION 5. CONFLICT: All ordinances or Code provisions in conflict herewith are hereby repealed.

SECTION 6. SEVERABILITY: If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 7. INCLUSION IN THE CODE OF ORDINANCES: It is the intention of the City Commission of the City of Lauderdale Lakes that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances in the City of Lauderdale Lakes and that the sections of this Ordinance may be renumbered or relettered and the word "Ordinance" may be changed to "Chapter," "Section," "Article" or such other appropriate word or phrase, the use of which shall accomplish the intentions herein expressed; provided, however, that Section 1 hereof or the provisions contemplated thereby shall not be codified.

SECTION 8. EFFECTIVE DATE: This Ordinance shall become effective immediately upon passage on second reading.

PASSED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES ON FIRST READING AT ITS REGULAR COMMISSION MEETING ON THE 26TH DAY OF MARCH 2024.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES ON SECOND READING AT ITS REGULAR COMMISSION MEETING ON THE ____ DAY OF ____ 2024.

VERONICA EDWARDS PHILLIPS, MAYOR

ATTEST:

VENICE HOWARD, CMC, CITY CLERK

Approved as to form and legality
for the use of and reliance by the
City of Lauderdale Lakes only:

Sidney C. Calloway, City Attorney

Sponsored by: Tanya Davis Hernandez, AICP, Development Services Director

VOTE:

Mayor Veronica Edwards Phillips	____ (For)	____ (Against)	____ (Other)
Vice-Mayor Mark Spence	____ (For)	____ (Against)	____ (Other)
Commissioner Tycie Causwell	____ (For)	____ (Against)	____ (Other)
Commissioner Karlene Maxwell-Williams	____ (For)	____ (Against)	____ (Other)
Commissioner Sharon Thomas	____ (For)	____ (Against)	____ (Other)



Interoffice Memorandum to the City Commission March 26, 2024

App No.
02-TA-23

Recertification: 2023 FLUE Updates

I. PROJECT DESCRIPTION

Project Name		
Updates to the Future Land Use Element of the Comprehensive Plan		
Project Request		
This is a City initiated request to address the corrections outlined by Broward County to 2020 updates of the Future Land Use Element, (FLUE) of the City's Comprehensive Plan, Ordinance No. 2020-007.		
Staff Recommendation		
Staff finds the proposed amendments consistent with the City's Comprehensive Plan and recommends that the City Commission:		
<ol style="list-style-type: none">1) Recommend approval of application 02-TA-23, amending certain the Future Land Use Element of the City's Comprehensive Plan, and2) Recommend the City Commission to approve the transmittal of a copy of the amendments to the:<ul style="list-style-type: none">• Florida Department of Economic Opportunity,• Broward County Planning Council, and• Other state agencies pursuant to Chapter 163, Florida Statutes.		
Dates		Related Applications
October 13, 2020 – City Commission Regular Agenda (Transmittal Hearing) November 23, 2021 – City Commission Regular Agenda (Adoption Hearing) November 24, 2021 – October 25, 2023 – Agency Review, Comments and Updates October 26, 2023 – Planning and Zoning Board Agenda (Tabled) November 30, 2023 – Planning and Zoning Board Agenda (Cancelled) February 22, 2024 – Planning and Zoning Board Agenda March 26, 2024 – City Commission Regular Agenda (Transmittal Hearing)		Application 01-TA-20 (Ordinance 2020-007)
Project Planner	Project Address	Owner
Stephen Smith Planner II Development Services	Citywide	City of Lauderdale Lakes 4300 NW 36th Street Lauderdale Lakes, FL 33319

II. PROJECT OVERVIEW

REQUEST:

This is a City initiated request to address 2020 corrections outlined to the Future Land Use Element, (FLUE) of the City's Comprehensive Plan, Ordinance No. 2020-007.

III. BACKGROUND

The 2023 update to the Future Land Use Element (FLUE) of the City's Comprehensive Plan was prepared to specifically address amendments within the City of Lauderdale Lakes Future Land Use Element (FLUE) outlined in the Broward County Planning Council Staff Provisional Recertification Report included in Exhibit B.

The deficiencies were addressed in order to bring the City's Plan into substantial conformity with **Broward Next, the Broward County Land Use Plan (BCLUP)**, including completing the State of Florida Chapter 163 process for adoption of comprehensive plan or plan amendment. These proposed amendments were reviewed and approved by the Broward County Planning Council staff during a courtesy review in August 2023.

The updates include:

- Updating the FLUE Map to reflect the latest rezoning (i.e. Cassia Commons)
- Ensuring that the FLUE Map and Text categories are consistent
- Amending the City's commercial permitted uses to align with BCLUP
- Amending the City's FLUE to include Development Review Requirements consistent with BCLUP
- Amending the City's FLUE to include policies consistent with BCLUP for:
 - Policy 2.5.1 (Parks/Conservation)
 - Policy 2.9.2 (Mining)
 - Policy 2.10.1 (Compatibility)
 - Policy 2.11.8 (Public Facilities and Services)
 - Policy 2.15.4 (Public School Concurrency)
 - Policy 2.16.1 (Affordable Housing)
 - Policy 2.17.6 (Transportation Rights-of-Way/ Trafficways Plan)
 - Policy 2.24.2 (Water Resources Management)
 - Policy 2.30.2 (Historic and Archaeological Resources)

If approved, by the City Commission, the proposed amendment will be transmitted for review and comment to the required reviewing agencies, Florida Department of Economic Opportunity, and the Broward Planning Council. Once the City receives and addresses any agency comments, this item will return for a second and final public hearing before the City Commission for adoption, date to be determined.

IV. ANALYSIS

PURPOSE:

Pursuant to Section 403 of the City's Land Development Regulations, consistent with the goals, objectives and policies of the Comprehensive Plan, the Comprehensive Plan may be amended.

The Future Land Use Element of the City's comprehensive plan is the effective land use for the City of Lauderdale Lakes.

Updating the Future Land Use Element to specifically address deficiencies outlined in the Broward County Planning Council Staff Provisional Recertification Report, brings the City's Plan into substantial conformity with the **Broward Next - Broward County Land Use Plan (BCLUP)**, and the State of Florida process for adoption of comprehensive plan amendment.

PROPOSED AMENDMENTS:

The City's Comprehensive Plan, last adopted pursuant to Ordinance No. 2020-007., is hereby amended as follows:

Future Land Use Element - The Strikethrough version is included in Exhibit C and the Formatted Final version is included as Exhibit D.

V. STAFF RECOMMENDATION

Based upon the assessment and findings contained within this report, the subject matter is now being transmitted to the City Commission **with a recommendation of Approval.**

Staff finds the proposed amendments consistent with the City's Comprehensive Plan and recommends that the City Commission:

- 1) Approve Application 02-TA-23, amending certain the **Future Land Use Element** of the City's Comprehensive Plan, and
- 2) Recommend the transmittal of a copy of the proposed amendments to the:
 - Florida Department of Economic Opportunity,
 - Broward County Planning Council, and
 - Other state agencies pursuant to Chapter 163, Florida Statutes.

VI. PLANNING AND ZONING BOARD RECOMMENDATION

At the February 22, 2024 Planning and Zoning Board regular meeting, the P&Z board recommended approval (Motion carried 5-0) to the City Commission.

VII. EXHIBITS

- A. Location Map
- B. Broward County Planning Council Staff Provisional Recertification Report
- C. Future Land Use Element Strikethrough
- D. Future Land Use Element Final
- E. Future Land Use Map – Existing
- F. Future Land Use Map – Proposed

EXHIBIT A

LOCATION MAP

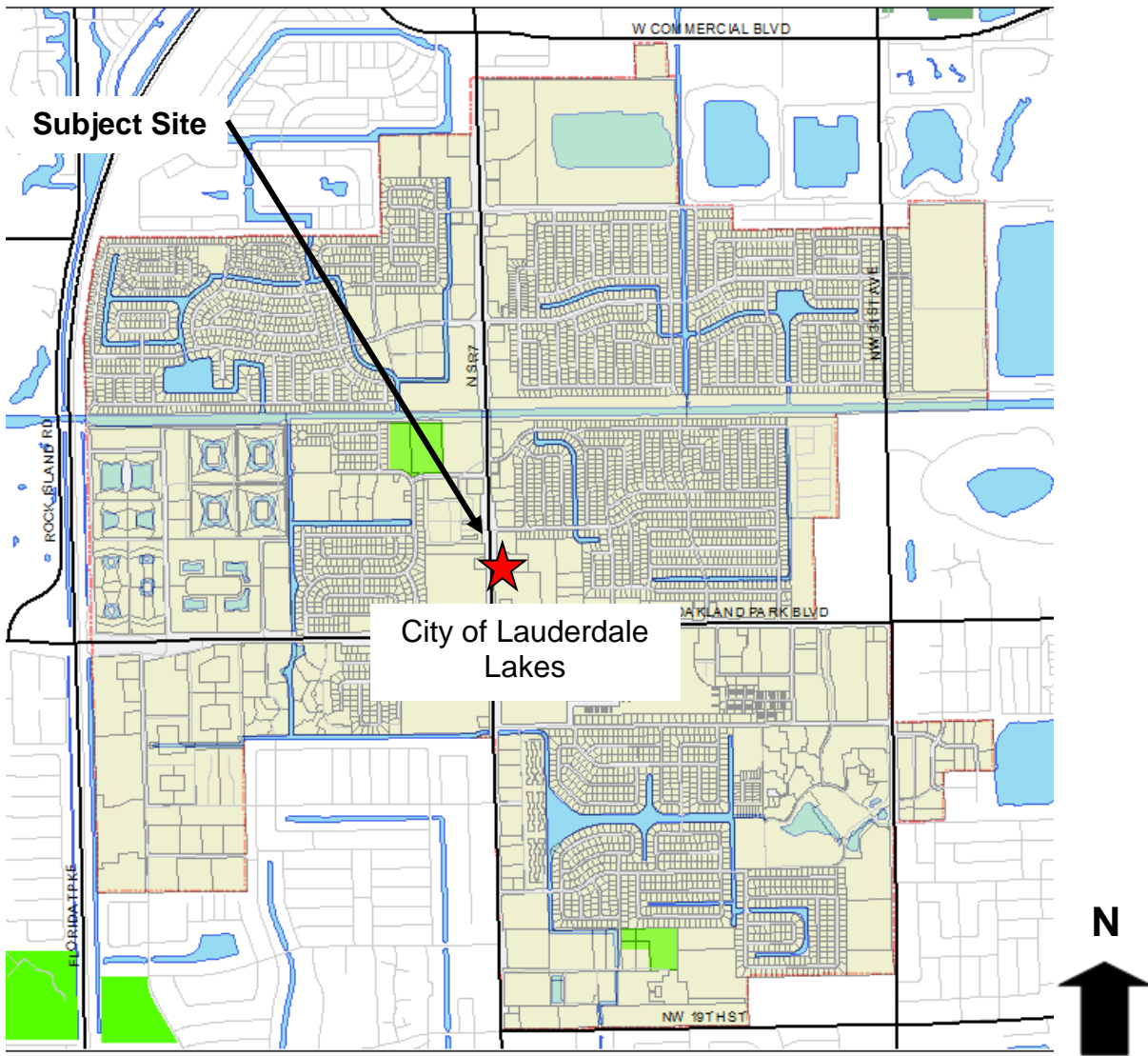


EXHIBIT B

BROWARD COUNTY PLANNING COUNCIL STAFF PROVISIONAL RECERTIFICATION REPORT

CITY OF LAUDERDALE LAKES June 2022

The following report identifies the deficiencies within the City of Lauderdale Lakes Future Land Use Element (FLUE) that will require remediation in order to bring the City's Plan into substantial conformity with the Broward Next- Broward County Land Use Plan (BCLUP), including completing the State of Florida Chapter 163 process.

FUTURE LAND USE MAP AND PERMITTED LAND USES AND DENSITIES

The City's Future Land Use Map (FLUM) dated January 28, 2022, has not been certified by Planning Council staff as it is inconsistent with the City's FLUE text. Further, based on historical certified maps, the FLUM reflects inaccurate land use designations on several parcels. It is noted that the City's FLUM dated June 2018 is the official certified map, including the Cassia Commons site recertified on February 24, 2022 (PCR 22-1).

Required Action Options:

- Process land use plan amendments to both the City of Lauderdale Lakes FLUM and the BCLUP for the Hawaiian Gardens site and the Florida Medical Center site or reflect accurate land use designations on each site based on historical certified maps.
- Amend the City's permitted land use categories to align with the City's FLUM (i.e. Commerce, Community, Commercial Recreation, Recreation and Open Space and Conservation designations are on the FLUM, but not in the FLUE text) or reflect accurate land use categories on the map based on the FLUE text.

Required Action: Amend the City's Commercial permitted uses (i.e. Policy 1.1.2) to align with the BCLUP for permitted residential uses via allocations of flexibility units and/or redevelopment units.

IMPLEMENTATION REGULATIONS AND PROCEDURES

Required Action: Amend the City's FLUE to include Development Review Requirements consistent with the BCLUP.

POLICIES

Required Action: Amend the City's FLUE to address the following Policies of the BCLUP:

- **Policy 2.5.1** (Parks/Conservation)
- **Policy 2.9.2** (Mining)
- **Policy 2.10.1** (Compatibility)
- **Policy 2.11.8** (Public Facilities and Services)
- **Policy 2.15.4** (Public School Concurrency)
- **Policy 2.16.1** (Affordable Housing)
- **Policy 2.17.6** (Transportation Rights-of-Way/ Trafficways Plan)
- **Policy 2.24.2** (Water Resources Management)
- **Policy 2.30.2** (Historic and Archaeological Resources)

EXHIBIT C

CORE PRINCIPLES



VIBRANT

Create attractive, compact development along major corridors and in Priority Redevelopment Areas to maximize land use efficiency and public investment in infrastructure and services.

CONNECTED

Prioritize strategic partnerships in working to achieve the goals, objectives, and policies of the plan in support of economic development.



DIVERSE

Meet the demands of growth and equitable development by ensuring a diversity of housing types and recreational opportunities while protecting the core single-family neighborhoods.

SAFE

Prioritize urban design that strengthens the safety of the Lauderdale Lakes community through the appropriate application of architectural and site design practices that enhance resident safety.



RESILIENT

Create a resilient City that supports business vitality, addresses hazard mitigation, and promotes a healthy community.

GOAL 1: LAND USE REGULATION DESIGNATION

Establish and maintain a compatible and sustainable distribution of land use categories, densities, and intensities that are appropriate for the neighborhoods, districts, and corridors throughout Lauderdale Lakes.



OBJECTIVE 1.1: FUTURE LAND USE DESIGNATIONS

Establish Future Land Use designations and adopt a Future Land Use Map to ensure that development and redevelopment is coordinated with the appropriate topography and soil conditions, the availability of facilities and services, and can accommodate projected population growth through the 2040 planning period.

Monitoring and Evaluation:

- > Maintenance of an accurate and up-to-date Future Land Use Map that allows for a full range of land uses.
- > Update the Land Development Regulations (LDRs) for consistency with the following Future Land Use Designations.

POLICY 1.1.1 RESIDENTIAL

Purpose: To improve the livability and desirability of the City through the encouragement of compatible uses in the areas designated residential, while enhancing the existing residential development.

Uses: Each parcel of land within an area which is designated “Residential” by the Lauderdale Lakes Land Use Plan must be included in a zoning district that permits one or more of the following uses:

Dwelling units and accessory structures subject to the limitations upon density as expressed on the Lauderdale Lakes Future Land Use Map and the Land Development Regulations, and the following customary uses as expressly permitted below:

1. Parks, golf courses and other recreational facilities, and recreational, civic, or cultural buildings ancillary to the primary outdoor recreational use of the site.
2. Community facilities designed to serve the residential area as permitted in the Land Development Regulations such as schools and houses of worship.
3. Communication Facilities.
4. Offices and/or Neighborhood retail sales of merchandise or service, subject to the following limitations and provisions:
 - a. No more than a total of five percent of the area designated for residential use on the Broward County Future Land Use Map (Series) within a flexibility zone may be used for offices and/or retail sales of merchandise or services.
 - b. No added contiguous area used for offices and/or retail sales of merchandise or services may exceed ten acres. For the purpose of this provision, contiguous is defined as: attached; located within 500 feet; or separated only by streets and highways, canals and rivers, or easements.
 - c. Regardless of the constraints of (a) and (b) above, space within residential buildings in areas designated for Medium-High (25) Residential or High (50) Residential density may be used for offices and/or retail sales of merchandise or services, as long as no more than 50 percent of the floor area is used for said purposes.

- d. Regardless of the constraints of (a) and (b) above, space within residential buildings in areas designated for Medium (16) Residential density may be used for offices, as long as no more than 50 percent of the floor area is used for offices.
5. Home occupations and other activities accessory to a dwelling unit.
6. Special Residential Facilities subject to: meeting one of the Category definitions as contained in the Plan Implementation Requirements section of the 2017 Broward County Land Use Plan; meeting the density provisions by Category type stated below; and the limitations as expressed by the City of Lauderdale Lakes regarding the use and allocation of Redevelopment Units, Flexibility Units or bonus sleeping rooms as contained in the Administrative Rules Document: Broward County Land Use Plan.
 - a. Special Residential Facility Category (1) development shall count as one dwelling unit each.
 - b. Special Residential Facility Category (2) development shall count as two dwelling units each.
 - c. Special Residential Facility Category (3) development shall count as one dwelling unit per every two sleeping rooms regardless of the number of kitchens or baths.

Residential Density Standards: Residential areas are shown on the Lauderdale Lakes Future Land Use Map according to five ranges of density:

1. The Low (5) Residential category permits up to five dwelling units per gross acre.
2. The Low-Medium (10) Residential category permits up to ten dwelling units per gross acre.
3. The Medium (16) Residential category permits up to 16 dwelling units per gross acre.
4. The Medium-High (25) Residential category permits up to 25 dwelling units per gross acre.
5. The High (50) Residential category permits up to 50 dwelling units per gross acre.

POLICY 1.1.2 COMMERCIAL

Purpose: To provide land for business, office, retail, personal services, and other commercial enterprises that are intended to serve and provide for the current and future residents of the City.

Uses: Each parcel of land within an area which is designated “Commercial” by the Lauderdale Lakes Land Use Plan must be included in a zoning district that permits one or more of the following uses:

1. Neighborhood, community, regional and highway retail and wholesale uses.
2. Office and business uses.
3. Hotels and motels.
4. Parks and recreation.
5. Community facilities, consistent with 1.1.4.
6. Utilities, transportation and communication facilities (excluding landfills and power plants).
7. Residential Uses
 - a. Residential uses, up to 10 acres, are permitted via City allocation of “flexibility units” and/or “redevelopment units,” provided that total residential uses do not exceed 20% of the land area designated “Commercial” on the future land use map.
 - b. Residential units within the same structure as Commercial uses for the owner, manager or caretaker of the Commercial uses are permitted.
8. Retail uses, restaurants, financial institutions, and personal services.
9. Employment uses, such as offices for administrative, professional, research, and business purposes.
10. Entertainment centers.
11. Commercial recreation uses, such as outdoor and indoor recreation facilities, active recreation complexes, and stadiums.

Intensity: The maximum nonresidential intensity in the Commercial designation shall be a FAR of 3.0

POLICY 1.1.3 INDUSTRIAL

Purpose: To manage the growth and retention of light industrial land uses such as manufacturing, warehouse distribution, research and development, and other heavy commercial or industrial related uses.

Uses: Each parcel of land within an area which is designated “Industrial” by the Lauderdale Lakes Land Use Plan must be included in a zoning district that permits one or more of the following uses:

1. Industrial uses.
2. “Heavy Commercial” uses such as warehouses, wholesale distributors, etc.
3. Office uses.
4. Utilities, transportation, and communication facilities and easements.
5. Parks and recreation uses as long as the location of these uses does not preclude or adversely affect the future use of surrounding areas for industry.
6. Community facilities as long as the location of these uses does not preclude or adversely affect the future use of surrounding areas for industry.
7. The following uses are permitted in industrial areas provided the total area of these uses does not exceed 20 percent of the area designated for industrial use in the City of Lauderdale Lakes on the Broward County Land Use Plan and as long as the location of these uses does not preclude or adversely affect the future use of surrounding areas for industry and is certified by the Broward County Planning Council subject to the review and approval requirements of the Administrative Rules Document: Broward County Land Use Plan.
 - a. Commercial and retail business uses.
 - b. Hotels and motels.

Intensity: The maximum nonresidential intensity in the Industrial designation shall be a FAR of 2.0.

POLICY 1.1.4 COMMUNITY FACILITIES

Purpose: To provide land for the engagement and interaction of members of the community, to enhance the overall health and wellbeing of the City. These include uses such as educational, medical, governmental, religious, civic, cultural, judicial, and correctional facilities.

Uses: Each parcel of land within an area which is designated “Community Facility” by the Lauderdale Lakes Land Use Plan must be included in a zoning district that permits one or more of the following uses:

1. Schools, houses of worship, hospitals, governmental administration, police, and fire stations, libraries, civic centers, courts, nursing homes, and governmentally sponsored residential-care facilities for the elderly and/or persons with disabilities. Also permitted in areas designated for community facilities are parks and recreation facilities.
 - a. Special Residential Facility Category (2) development as defined by the Broward County Land Use Plan subject to the allocation of redevelopment or flexibility units in accordance with the Special Residential Facilities provisions and policies for application of these units as contained in the “Administrative Rules Document” of the Broward County Planning Council.
 - b. Special Residential Facility Category (3) development as defined by the Broward County Land Use Plan; subject to the allocation of redevelopment units or flexibility units in accordance with the Special Residential Facilities provisions and policies for application of these units as explained in the “Administrative Rules Document” of the Broward County Planning Council; each flexibility or redevelopment unit shall permit two sleeping rooms regardless of the number of kitchens or baths.

Intensity: The maximum allowable intensity within the Community Facilities designation shall be an FAR of 0.75.

POLICY 1.1.5 RECREATION

Purpose: To provide areas that are generally free from development. This land use designation shall provide opportunities for new and existing recreational facilities in the City and support physical and mental well-being for residents of all ages.

Uses: Each parcel of land within an area which is designated “Private Recreation” or “Public Recreation” by the Lauderdale Lakes Land Use Plan must be included in a zoning district that permits one or more of the following uses:

1. Passive recreational uses, including, but not limited to: nature centers and trails, scenic areas, wildlife sanctuaries and feeding stations, aquatic preserves, and picnic areas.
2. Golf courses which are intended to remain as permanent open space.
3. Camping grounds and related facilities.
4. Cemeteries.
5. Active recreational uses, including, but not limited to: tennis courts, playgrounds, swimming pools, athletic fields and courts, beaches, and bikeways.
6. Boat ramps and docks.
7. Outdoor cultural, educational and civic facilities, including but not limited to: animal exhibits, habitats, band shells, and outdoor classrooms.

Intensity: The maximum allowable intensity within the Private Recreation and Public Recreation designations shall be an FAR of 0.10 for accessory structures and 3.0 for principal recreation structures.

Level of Service: The City shall provide for a minimum of three (3) acres of Community level parks for every 1,000 existing and projected permanent residents.

POLICY 1.1.6 UTILITIES

Purpose: To ensure that land is available to produce utilities and guarantee that an adequate level of utility service is provided for the current and future residents of the City.

Uses: Each parcel of land within an area which is designated “Utilities” by the Lauderdale Lakes Land Use Plan must be included in a zoning district which permits one or more of the following uses:

1. Utilities such as water and wastewater treatment plants, pumping stations, electrical power plants and substations, solid waste disposal and transfer stations; excluding Landfills.
2. Other uses determined to be ancillary to the primary uses described in (1).
3. The following uses may also be permitted in the areas designated utilities as long as the location of these uses does not preclude or adversely affect the future use of the surrounding areas for utility facilities.
 - a. Recreation and open space uses.
 - b. Non-residential agricultural uses.
 - c. Communication facilities.

POLICY 1.1.7 LOCAL ACTIVITY CENTER

Purpose: To promote mixed land uses in a single area, to discourage the use of the automobile, and promote multi-modal transportation. Land with this designation shall balance land uses with multi-modal transportation and innovative design principles to create spaces that are more desirable for current and future residents of the City.

Uses: Each parcel of land within an area which is designated “Local Activity Center” (LAC) by the Lauderdale Lakes Land Use Plan shall be in conformance with the following criteria:

1. Shall support a balanced mix of land use characterized by compactness, pedestrian friendly design, neighborhood-scale, and framed by architecture and landscape design appropriate to local history and ecology.

2. Shall have a development pattern that generally reflects planning and design principles such as walkable neighborhoods oriented around the “five-minute walk”, primary orientation toward public transit systems, a centrally located community serving land use or land uses, and greater integration of housing, employment, shopping and recreation at the neighborhood level.
3. Shall encourage rehabilitation or reuse of historic buildings on site, whenever feasible.
4. Shall promote an urban form with well-integrated land use combinations, balanced intensities and densities or uses compatible with surrounding uses, and promote mobility through safe and convenient interconnectivity of vehicular (including transit access), pedestrian and other non-motorized modes of travel. The design guidelines shall integrate public areas through open space, urban public plazas, and/or recreational or community facility areas. These guidelines may include:
 - a. Buildings should front the street (zero or minimum setbacks are preferable).
 - b. Vehicle parking strategies which lessen conflicts with bicycles and pedestrians and promote transit usage (i.e. parking structures, off-site parking, reduced parking ratios, shared parking facilities, and parking which does not front the street).
 - c. Transit/bus stop.
 - d. A circulation system designed to strengthen bicycle and pedestrian connectivity to all areas of the site/area, including recreation areas, parks, adjacent uses, transit/bus stop and activity nodes.
 - e. The physical separation, such as walling off neighborhoods from adjacent development or roadways, is discouraged where it disrupts the connectivity of compatible uses, pedestrian and/or bicycle access. If a buffer is necessary, adequate landscaping could be used in place of a continuous wall.
 - f. Complement and support adjacent existing land uses and/or adopted future land use designations through the effective use of density, massing, and other design elements.

Lauderdale Lakes Downtown Activity Center Maximums

Acreage: Approximately 140 acres

General Location: East of Northwest 43rd Avenue, south of Northwest 36th Street, west of Northwest 35th Avenue and north of Northwest 29th Street.

Density and Intensity of Land Uses:

- > Residential Land Uses 3,000 dwelling units*
- > Commercial Land Uses 600,000 square feet
- > Hotel 300 rooms
- > Community Facilities Land Uses 50,000 square feet
- > Recreation and Open Space 5.0 acres minimum

*Consisting of 1,500 high rise† dwelling units, 500 garden apartments and 1,000 townhouses. The City shall not issue residential building permits until the execution and implementation of a legally enforceable mechanism, such as a tri-party interlocal agreement, regarding a student station fee. Additional high rise units may be substituted for garden and/or townhouse units provided that (i) not more than 3,000 total residential units are developed in the LAC and (ii) any such substitution is approved by the City Commission.

† Note: High-rise units are defined as four (4) stories or more, consistent with the effective Broward County Land Development Code definition at the time of the adoption of the Broward County Land Use Plan amendment.

OBJECTIVE 1.2: INTENSITIES AND DENSITIES

The intensities and densities of all land uses shall be interpreted in accordance with the following policies of this objective, and further restricted by enforcing the City of Lauderdale Lakes’ zoning map, the specific requirements of each zoning district, the City’s Code of Ordinances and the City and County platting and subdivision regulations.

Monitoring and Evaluation:

- > Maintain the City's Flexibility and Redevelopment Units inventory and provide an update of the total number of remaining units annually to the public.

POLICY 1.2.1

The intensities of all land uses shall be further restricted by enforcing the Lauderdale Lakes' zoning map and the specific requirements of each zoning district, the City's Code of Ordinances and the City and Broward County platting and subdivision regulations. The vertical mixing of land uses along main thoroughfares shall be encouraged.

POLICY 1.2.2

To allow both the public and private sectors to respond to changing conditions and permit the appropriate location of neighborhood commercial uses within or adjacent to established residential neighborhoods, the Lauderdale Lakes Land Use Plan shall permit up to 5% of the area designated residential within Lauderdale Lakes to be used for neighborhood commercial uses as identified and in accordance with this Plan and the rules established within the "Administrative Rules Document: Broward County Land Use Plan."

POLICY 1.2.3

The City may decrease by 20 percent the lands designated "Commercial" on the Broward County Land Use Map for residential use in accordance with the rules established within the "Administrative Rules Document: Broward County Land Use Plan" and the Chapter 163, Florida Statutes plan adoption and amendment process.

POLICY 1.2.4 DENSITY CALCULATION

All references to density within the Lauderdale Lakes Land Use Plan refer to gross density. Gross density is calculated as the number of dwelling units existing or proposed within an area, divided by the gross acreage of the lot. Gross acreage means the total number of acres in an area, including acreage used or proposed for streets, lakes, waterways, and other proposed land uses permitted in residential areas of the Land Use Plan.

Calculations of acreage covered by different land use categories on the Lauderdale Lakes Future Land Use Map will be approximate, due to the scale of the map. Where edges of land use categories are close to property lines, streets, transmission lines or other existing lines, edges should be construed to follow those lines. A lake or canal should be construed as having been assigned the same land use category as that assigned to adjacent unsubmerged land.

POLICY 1.2.5 ARRANGEMENT OF DWELLING UNITS

Any arrangement of dwelling units on a parcel of land designated for residential use is compatible with the Lauderdale Lakes Land Use Plan as long as the maximum number of dwelling units permitted within the parcel is not exceeded. For example, the Lauderdale Lakes Land Use Plan does not regulate whether a developer uses 100 acres of land designated for Low (5) Residential density to build 500 single family homes or whether the same 100 acres are used to build a 500 unit high-rise structure, with the balance of the land maintained as permanent open space. The distribution of units will be determined by the Lauderdale Lakes Land Development Regulations.

POLICY 1.2.6 DASHED-LINE AREAS

Planned Unit Developments and partially completed large scale development, have been identified on the Lauderdale Lakes Future Land Use Map by dashed lines circumscribing their edges. For each of these areas, the maximum overall density in dwelling units per acre is the number which appears in the circle inside the dashed line. That number can be multiplied by the number of acres inside the dashed line, including areas not designated for residential use, to ascertain the maximum number of dwelling units allowable within the dashed line. The dwelling units that are permitted within areas circumscribed by a dashed line may only be applied within the boundaries of the circumscribed area and may not be transferred.

POLICY 1.2.7 FLEXIBILITY UNITS

The City shall continue to implement the Flexibility Unit provisions as provided for in this Element and as consistent with the Broward County Land Use Plan and the Administrative Rules Document: ~~Broward County Land Use Plan, Broward NEXT.~~

- a. Flexibility Units are equal the difference between the number of dwelling units permitted within a flexibility zone by the Broward County Land Use Plan and the number of dwelling units permitted within the City of Lauderdale Lakes' Future Land Use Map, plus additional remaining permitted dwelling units, fixed at the adoption date of the 2017 Broward County Land Use Plan and formerly defined as "Reserve Units" which were equal to two percent (2%) of the total number of dwelling units permitted by the City of Lauderdale Lakes' Future Land Use Map. The certified Lauderdale Lakes Future Land Use Map may be more restrictive than the Broward County Land Use Plan Map (Series), therefore, available Flexibility Units may be utilized by the City to rearrange residential densities.
- b. The City of Lauderdale Lakes has been established as a "Unified Flexibility Zone."
- c. ~~The maximum number of dwelling units permitted in a Flexibility Zone by the Lauderdale Lakes Future Land Use Map shall not exceed the number of dwelling units permitted in the Flexibility Zone by Broward County Land Use Plan Map (Series).~~
- d. ~~Allocations of Flexibility Units are subject to the restrictions below:~~
 - ~~Allocations of Flexibility Units for "affordable housing," special residential facilities, and areas designated "Regional Activity Center" as defined within the Broward County Land Use Plan regardless of the provisions referenced in (1) and (2) above, shall be exempt from this provision.~~
 - ~~With the adoption of the 2017 Broward County Land Use Plan, Flexibility Units now include remaining "Reserve Units" which were equal to two percent (2%) of the total number of dwelling units permitted by the Lauderdale Lakes Future Land Use Map.~~

The City's utilization of the Broward County Land Use Plan "Flexibility Rules" shall be subject to a determination by the Broward County Commission that such allocation is compatible with adjacent land uses, and that impacts on public school facilities have been adequately considered, in the following instances:

- a. Allocations to sites which are contiguous to a municipality upon request of the contiguous municipality.
- b. Allocations to sites which are adjacent to an Environmentally Sensitive Land, as defined within the Broward County Comprehensive Plan, or a Broward County or regional park, including sites which are attached, located within 500 feet, or separated only by streets and highways, canals and rivers or easements, upon request of the Broward County Commission.

Additional rules and procedures for the processing of County Commission compatibility reviews shall be included in the Planning Council's administrative rules.

POLICY 1.2.8 REDEVELOPMENT UNITS

Redevelopment Units are defined as additional permitted dwelling units equal to three percent (3%) of the total number of dwelling units as established by the adoption of the 2017 Broward County Land Use Plan. Municipalities that have fewer than 250 combined "flexibility units" or "redevelopment units" may apply to the Broward County Planning Council for the allocation of "redevelopment units" in allocations of 500 dwelling units, or 10% of the number of dwelling units permitted by the certified municipal land use plan, whichever is less, subject to the requirements set forth in Broward County Land Use Plan.

POLICY 1.2.9 AFFORDABLE HOUSING

The City shall establish programs to provide, encourage, or enable, low and moderate income housing to meet the needs of its existing and future residential population and economic activities.

POLICY 1.2.10

The City shall establish programs to provide, encourage, or enable, low and moderate income housing to meet the needs of Broward County's existing and future residential population and economic activities.

POLICY 1.2.11

For amendments which propose to add 100 or more residential dwelling units to the existing densities approved by the BCLUP, Broward County and affected municipalities shall coordinate and cooperate to implement the affected municipality's chosen policies, methods and programs to achieve and/or maintain a sufficient supply of affordable housing. In addressing amendments which proposed to add 100 or more residential dwelling units to the existing densities approved by the BCLUP, the municipality, without limitation, may include consideration and implementation of the following affordable housing strategies:

- a. programs and policies involving mechanisms such as, but not limited to, impact fees, in-lieu fees, and/or public funds, in which the municipality, and/or Broward County, and/or other appropriate agencies/entities (including, but not limited to, major employers), provide for the construction or supply of affordable housing;
- b. programs and policies involving mechanisms such as, but not limited to, impact fees, in-lieu fees, and/or public funds, in which the municipality, and/or Broward County, and/or other appropriate agencies/entities (including, but not limited to, major employers), provide funding to facilitate the affordable purchase or renting of housing;
- c. programs and policies in which the municipality, and/or Broward County, and/or other appropriate agencies, facilitate the maintenance of the existing supply of affordable housing stock, if any;
- d. property tax abatement programs aimed at preserving or creating affordable housing;
- e. streamlined and reduced-cost permitting procedures for affordable housing;
- f. specific minimum set-aside requirements for new affordable housing construction;
- g. use of appropriate existing public lands, or public land-banking, to facilitate an affordable housing supply;
- h. programs and policies to facilitate the development and use of municipal and/or Broward County affordable housing density bonus provisions;
- i. land development regulations which promote the availability of affordable housing such as reduced lot size and floor area for dwelling units, construction of zero lot line and cluster housing, vertical integration of residential units with non-residential uses, and the allowance of accessory dwelling units;
- j. the existing supply of affordable housing.

The affected municipality shall demonstrate compliance with this Policy at the time of the County's consideration of the applicable land use plan amendment, by establishing that the municipality has implemented or ensured adoption of appropriate policy and program measures to implement the affected municipality's chosen policies, methods and programs to achieve and/or maintain a sufficient supply of affordable housing for each of the following affordable housing income categories defined by the Broward County Land Use Plan: very-low, low, and moderate. The City shall estimate its supply of affordable housing utilizing the data and methodology referenced within the "Broward County Affordable Housing Needs Assessment," 2018, prepared by The Metropolitan Center Florida International University, as may be updated and accepted by the Broward County Board of County Commissioners, after January 7, 2021. For the purposes of this Policy, the term "affordable housing" shall include the meaning as defined by the BCLUP. The median annual income estimate should be updated at least yearly.

POLICY 1.2.12 AFFORDABLE HOUSING BONUS DENSITY

1. Bonus Residential Density

Bonus residential density may be allocated to facilitate the development of affordable housing for persons within the following income categories as defined in the Broward County Land Use Plan:

- Moderate-income persons having a total annual anticipated income for the household that does not exceed 120 percent of the median annual income adjusted for family size for households within the county.*
- Low income persons having a total annual anticipated income for the household that does not exceed 80 percent of the median annual income adjusted for family size for households within the county.*
- Very-Low income persons having a total annual anticipated income for the household that does not exceed 50 percent of the median annual income adjusted for family size for households within the county.*
 - *While occupying a rental unit, annual anticipated gross income may increase to an amount not to exceed 140 percent of the applicable median income adjusted for family size.

2. Bonus Formulas

- Moderate-income: Six (6) bonus units per every one (1) "moderate-income" unit (including areas east of the Intracoastal Waterway).
- Low-income: Nine (9) bonus units per every one (1) "low-income" unit (including areas east of the Intracoastal Waterway).
- Very-Low-income: Nineteen (19) bonus units per every one (1) "very-low-income" unit (including areas east of the Intracoastal Waterway).

3. Affordable housing density bonuses are conditioned on the developer or purchaser providing, in a manner acceptable to the City, guarantees, as a minimum, through the use of restrictive covenants, that the affordability of the bonus units for the affordable income groups described above will be maintained for a period of at least thirty (30) years for rental housing and at least thirty (30) years for owner-occupied housing.
4. The total number of bonus affordable and bonus units may not exceed 50% of the maximum number of dwelling units indicated for the parcel by the City land use plan map. However, for "very-low or low-income" units, the total number of bonus affordable and bonus market rate units may not exceed 100% of the maximum number of dwelling units indicated for the parcel by the City land use plan map. For parcels designated "Commerce" or similar designation on the City land use plan map, these percentages shall not be applicable.
5. At the time of allocation of bonus density, the City must make a finding that adequate public facilities and services are in place, or will be in place with completion of project construction, to accommodate all bonus and affordable units.
6. Allocations of bonus residential density does not require an amendment to the Broward County Land Use Plan or the City land use plan.
7. The City of Lauderdale Lakes may utilize the Bonus Density provisions regardless of whether such provisions are incorporated within the land use elements.
8. By January 31 of each year, a City official shall transmit to the Planning Council an annual report providing tables reflecting bonus density units allocated.
9. Bonus "affordable" unit and bonus unit construction is subject to the following, as enforced by the City of Lauderdale Lakes:

- a. One hundred percent (100%) of bonus “affordable” units must receive certificates of occupancy before the final fifty percent (50%) of bonus units receive their certificate of occupancy; or
- b. The City must require that bonus “affordable” units are available before or concurrently with bonus units.

10. The City may be more restrictive and is not required to adopt, utilize or implement the above referenced bonus formulas.

OBJECTIVE 1.3 LAND USE IMPLEMENTATION

Future growth and development, redevelopment and rehabilitation will be managed through the preparation, adoption, implementation, and enforcement of land development regulations consistent with the Comprehensive Plan, the City adopted level of services in the Capital Improvement Element, and with s.163.3202, F.S.

POLICY 1.3.1

Adopt and maintain land development regulations and zoning districts that are based on the principles, goals, objectives, policies, future land use categories, and maximum densities and intensities established by this plan to enhance the quality of life of Lauderdale Lakes residents.

POLICY 1.3.2

Continue to administer land development regulations consistent with s.163.3202, F.S. that shall also contain specific and detailed provisions required to implement the adopted Comprehensive Plan and which as a minimum:

1. Regulate the subdivision of land;
2. Regulate the use of land and surface water;
3. Ensure the compatibility of adjacent land uses and provide for open space;
4. Regulate areas subject to seasonal and periodic flooding and provide for drainage and stormwater management;
5. Regulate signage;
6. Provide that public facilities and services meet or exceed the standards established in the capital improvements element;
7. Ensure safe and convenient traffic flow, adequate rights-of-way, and vehicle parking needs; and
8. Encourages energy efficient and innovative development (planned developments, mixed-use development & Redevelopment Units).

POLICY 1.3.3

The Lauderdale Lakes Land Development Regulations shall continue to provide for the discontinuation of non-conforming land and building uses which are incompatible or inconsistent with the Land Use Plan. Regulations for buffering of incompatible land uses shall continue to be enforced as set forth in the Lauderdale Lakes Land Development Regulations, consistent with s.163.3202, F.S.

POLICY 1.3.4

The Lauderdale Lakes Land Development Regulations shall continue to provide for the protection and creation of surface waters in conformance with State of Florida and South Florida Water Management District policies.

POLICY 1.3.5 WATER RESOURCES MANAGEMENT

New development adjacent to or in the vicinity of surface waters shall be designed so as to minimize the direct discharge of stormwater runoff into such bodies of water.

POLICY 1.3.6 HISTORIC AND ARCHAEOLOGICAL RESOURCES

The City shall consider the impacts of land use plan amendments on historic, archaeological and paleontological resources.

OBJECTIVE 1.4: INTERGOVERNMENTAL COORDINATION

Continue to coordinate with affected and appropriate governments and agencies to maximize their input into the development process and mitigate potential adverse impacts of future development and redevelopment activities.

POLICY 1.4.1 CONCURRENCY

Requests for development orders or permits shall be coordinated with applicable and appropriate City service providers, Broward County, Broward County Public Schools, special districts 4.1.10, the South Florida Regional Planning Council, the South Florida Water Management District and state and federal agencies to ensure consistency with adopted concurrency requirements of Section 163.3180, Florida Statutes and to provide adequate land for public utilities.

POLICY 1.4.2 LEVELS OF SERVICE

Provide that development orders and permits shall not be issued which result in a reduction of the levels of services for the affected public facilities below the adopted level of service standards for all public services, including open space, water, wastewater, transportation, drainage, and schools. The following policies establish level of service requirements and are adopted in the City's Capital Improvement Element and Recreation & Open Space Element.

- > Policy 1.3.4 Solid Waste – Capital Improvements Element
- > Policy 1.3.5 Stormwater Management – Capital Improvements Element
- > Policy 1.3.6 Transportation– Capital Improvements Element
- > Policy 1.3.7 Public Schools – Capital Improvements Element
- > Policy 1.1.1 Recreation – Recreation & Open Space Element

POLICY 1.4.3 PLATTING

The City shall administer platting requirements in conformance with, or more stringent than the Broward County Land Use Plan's platting requirements; and, shall not grant an application for building permit for the principal building on a parcel of land unless a plat has been approved by Broward County on the subject parcel. (Broward County Land Use Plan 2.13.1, 2.13.3, 2.13.4)

POLICY 1.4.4 PLAT RECORDATION

At the time of plat recordation, rights-of-way shall be conveyed to the public by deed or easement sufficient to address the impact of development on transportation needs and to meet the requirements of the Broward County Trafficways Plan.

POLICY 1.4.5 IMPACT FEES

The City shall not accept a building permit application, nor issue a building permit for new development unless the applicant has presented evidence from Broward County that the impact of the proposed development to public facilities (e.g. Schools & Transportation) has been mitigated through the payment of impact fees, or other measures in compliance with the Broward County Land Use Plan and Broward County Land Development Code.

POLICY 1.4.6 DEVELOPMENT ORDERS

Development orders shall be consistent with the Broward County Land Use Plan, the Lauderdale Lakes Land Use Plan and Land Development Regulations.

POLICY 1.4.7 PUBLIC SCHOOL SITTING

The City, Broward County and the School Board of Broward County shall coordinate through the processes and procedures identified in the ILA as amended from time to time to ensure collaborative planning and decision making on population projections and public school siting and to accomplish coordination between the City's adopted comprehensive plan and the School Board's District Educational Facilities Plan.

OBJECTIVE 1.5 LAND USE AMENDMENTS

The Lauderdale Lakes Land Use Element and any proposed Future Land Use Map amendments shall be reviewed in a manner consistent with the applicable and appropriate processes identified in Chapter 163, F.S., the Broward County Land Use Plan, and the Lauderdale Lakes Comprehensive Plan.

POLICY 1.5.1

The Broward County Planning Council shall continue to administer the certification and recertification process established within the Broward County Charter to ensure the land use plans of Broward County's local governments are in substantial conformity with the Broward County Land Use Plan and implement the procedures identified within the "Administrative Rules Document: Broward County Land Use Plan."

POLICY 1.5.2

The Broward County Land Use Plan regulates the consistency and compatibility among the land use plans of Broward County's local governments through the Broward County Planning Council's certification and recertification process.

POLICY 1.5.3

Proposed land use plan text and map amendments within the City shall successfully complete the Chapter 163, Florida Statutes local comprehensive plan review process prior to their certification or recertification by the Broward County Planning Council.

POLICY 1.5.4

Broward County and the City of Lauderdale Lakes shall review proposed amendments to the County and City land use plans to ensure the provision of adequate public facilities when needed to serve the proposed development, including the review of available water and wastewater services and/or plans to provide such services within a financially feasible capital plan adopted by the City.

POLICY 1.5.5

Broward County and the City of Lauderdale Lakes shall review amendments to the Broward County and City land use plans for compatibility with existing land uses, the character of the predominate development area, and future land uses as a primary consideration in that review, but shall also recognize that approved redevelopment plans aimed at reducing blighted or deteriorating areas may appropriately promote the introductions of land use patterns in variance from existing land use patterns.

POLICY 1.5.6

The individual and cumulative impacts on the existing and planned transportation facilities shall be considered in the review of land use amendments that are proposing to increase density and intensity; the required traffic review methodology shall be endorsed by the Broward Metropolitan Planning Organization.

POLICY 1.5.7

The City shall review proposed amendments that increase density for consistency with the Public School Facilities Element and countywide and municipal level of service standards for schools in compliance with the Public School Facilities Inter-local Agreement to ensure that there is sufficient capacity to accommodate the projected student impact of the proposed amendment.

POLICY 1.5.8

The City shall ensure that applications for increases in density or intensity are reviewed by the utility provider (Broward County Water & Wastewater Services) for concurrency requirements and for consistency with the Broward County Water Supply Facilities Work Plan and for areas of the City where Fort Lauderdale is the potable water provider.

POLICY 1.5.9

Broward County shall discourage land use plan amendments which negatively impact hurricane evacuation clearance times and/or emergency shelter capacities.

POLICY 1.5.10

Broward County and the City of Lauderdale Lakes shall consider the impacts of land use plan amendments on wetland resources and minimize those impacts to the maximum extent practicable.

POLICY 1.5.11

Broward County and the City of Lauderdale Lakes shall address land use plan amendments containing golf courses, including closed golf courses, consistent with the Broward County Land Use Plan Policy 2.5.5.

POLICY 1.5.12

Amendments that propose to add 100 or more dwelling units shall be reviewed for consistency with Policy 2.16.2 of the Broward County Land Use Plan.

POLICY 1.5.13

Consider the potential impacts of land use plan amendments on historical and archaeological resources.

POLICY 1.5.14

Proposed future land use map amendments shall be supported with data and analysis from the adopted 10-Year Water Supply Facilities Work Plan Update demonstrating that adequate water supplies and associated public facilities will be available to meet the projected growth demands.

GOAL 2: INFILL, REDEVELOPMENT, AND ECONOMIC INVESTMENT

Support innovative infill and redevelopment that is economically and environmentally resilient and enhances community character with aesthetic pleasing energy efficient design.



OBJECTIVE 2.1: ECONOMIC INVESTMENT

Encourage new economic investment and redevelopment through strategic public investments and maintaining a development review process that is responsive, efficient and equitable.

Monitoring and Evaluation:

- > Maintenance of customer satisfaction records
- > Creation of a Priority Development Incentive Program
- > Strategic Economic Development Plan

POLICY 2.1.1

Lauderdale Lakes shall complete a strategic economic development plan by December 2024 to identify opportunities and establish measurable goals that support new vibrant and sustainable development in the City.

POLICY 2.1.2

Implement and build upon community branding concepts that support new investment, including the branding of the City's gateways, as recommended in the Community Redevelopment Area Master Plan (2013).

POLICY 2.1.3

Analyze opportunities for grant funding, public-private partnerships, including leveraging the tools available through the State of Florida Opportunity Zones program.

POLICY 2.1.4

Lauderdale Lakes shall continuously improve its development review process by making gains in efficiency, applying standards and regulations uniformly, and providing mechanisms to improve the project proposal early in the development review process.

The City may grant an application for a development permit consistent with the Broward County Land Use Plan or a certified City land use plan when it has determined that the following requirements are met:

- a. Traffic circulation, transit, parks and recreation, drainage and flood protection, potable water, solid waste, sanitary sewer public facilities and services and public schools will be available to meet established level of service standards, consistent with Chapter 163.3180, Florida Statutes, and the concurrency management policies of the Broward County Land Use Plan.
- b. Local streets and roads will provide safe, adequate access between buildings within the proposed development and the trafficways identified on the Broward County Trafficways Plan prior to occupancy.
- c. Fire protection service will be adequate to protect people and property in the proposed development.

- d. Police protection service will be adequate to protect people and property in the proposed development.
- e. School sites and school buildings will be adequate to serve the proposed development.
- f. Development does not include a structure, or alteration thereof, that is subject to the notice requirements of Federal Aviation Regulations (FAR), Part 77, Subpart B, unless the Federal Aviation Administration issues, or has issued within the previous ninety (90) days, a written acknowledgment that said structure or alteration would not constitute a hazard to air navigation and does not require increases to minimum instrument flight altitudes within a terminal area, increases to minimum obstruction clearance altitudes, or any other operational modifications at any existing airport or heliport or any planned or proposed airport as described in FAR Part 77.21(c)(2).

POLICY 2.1.5

Create a priority development incentive program which allows development proposals that meet criteria that supports sustainable investments to qualify for streamline permitting, density bonuses, and/or reduced fees.

POLICY 2.1.6

Lauderdale Lakes will continue to implement the Flexibility and Redevelopment Unit provisions as provided for in the Land Use Implementation Section of this Element and consistent with the BCLUP and the Administrative Rules Document: Broward County Land Use Plan.

POLICY 2.1.7

Lauderdale Lakes shall use its Flexibility and Redevelopment Units to encourage development that support sustainable investments in the community and maintain an up to date inventory.

POLICY 2.1.8

Eliminate regulatory activities that are no longer tied to current or future needs.

POLICY 2.1.9

In order to provide for a broad range of current and future residents, low, moderate, and work force housing is encouraged.

OBJECTIVE 2.2: RESILIENT & INNOVATIVE INFILL AND REDEVELOPMENT

Strategically prioritize the redevelopment and revitalization of commercial corridors, priority redevelopment areas, and blighted areas by codifying resilient and innovative development principles and eliminating uses and conditions that are not in alignment with the vision of Lauderdale Lakes.

Monitoring and Evaluation:

- > The number of acres remaining in the City of Lauderdale Lakes that are in need of redevelopment or renewal, or which are developed and/or used inconsistent with the vision of Lauderdale Lakes and do not contribute to the quality of life desired by residents.
- > The change in the property values within the City and CRA limits.

POLICY 2.2.1

Lauderdale Lakes and the CRA shall continue to develop and implement programs to encourage redevelopment and private investment within identified blighted and economically distressed areas.

POLICY 2.2.2

Ensure that land uses and development standards promote the infill and redevelopment of underutilized and vacant properties, which maximize the use of existing public facilities, provide for

a mix of uses and housing types, and prioritize the provision of additional open space within the City of Lauderdale Lakes' built urban/suburban environment.

POLICY 2.2.3

Lauderdale Lakes shall use all feasible methods to eliminate existing land uses and conditions that are inconsistent with the City's adopted goals and overall vision as expressed in the Citizens' Master Plan and which are contrary to the quality of life desired by its citizens. Such methods may include effective nonconforming use and structure regulations, redevelopment incentives, the City's economic development program, incentives for business and industry relocation to the City, capital improvements, and property improvement grants, loans and programs.

POLICY 2.2.4

Prioritize infill and redevelopment efforts along commercial corridor and in Priority Redevelopment Areas (PRAs) to facilitate infill and redevelopment in strategically important locations throughout the City of Lauderdale Lakes. Proposed site development applications in these PRAs shall be reviewed for general consistency from the design concept recommendations identified in Objective 2.4.

POLICY 2.2.5

Ensure compatibility between redeveloping properties and existing adjacent uses including established single-family residential neighborhoods by regulation of building scale, design, building placement, open space, buffering, and use.

POLICY 2.2.6

To the greatest extent feasible, Lauderdale Lakes shall require multi-family housing of 16 units per acre or greater to be located near established transit corridors, or in identified Priority Redevelopment Areas.

POLICY 2.2.7

Foster improved coordination among City agencies such as the Community Redevelopment Agency, to utilize their expertise in marketing and outreach to promote redevelopment; and shall identify opportunities for new public partnerships whenever feasible.

OBJECTIVE 2.3: URBAN DESIGN AND AESTHETICS

To improve the aesthetics and safety of the natural and built environments, and create a stronger sense of place in Lauderdale Lakes, through the implementation of urban design strategies for the City, with particular focus on the Community Redevelopment Area (CRA) and the Priority Redevelopment Areas.

Monitoring and Evaluation:

- > Conduct an internal review of approved projects to ensure the implementation the objective and its supporting policies.

POLICY 2.3.1

Lauderdale Lakes shall identify and implement opportunities to enhance the public realm, including:

- a. Requiring that urban design elements within the public realm include urban open spaces, street trees, street furniture, attractive sidewalk surfacing, pedestrian-scale lighting, awnings/overhangs, and attractive transit shelters.
- b. Investing in complete street project whenever feasible,
- c. Improving way finding in the City,
- d. Providing gateway and entrance features to announce arrival into, and departure from, the City,
- e. Widen public sidewalks along major thoroughfares whenever feasible to provide for pedestrian circulation, outdoor dining, ADA compliance, and landscaping to buffer pedestrians from high speed traffic on adjacent collector and arterial roads, and

- f. Maintaining and enforcing sign regulations that balance community aesthetics, sense of place and motorist safety with way finding and effective identification of uses.

POLICY 2.3.2

Lauderdale Lakes shall continue to participate with the South Florida Regional Planning Council, the Broward MPO, and the other participating municipalities in the State Road 7 Collaborative process and the NW 31st Avenue Planning Collaborative process.

POLICY 2.3.3

Lauderdale Lakes shall continue to implement regulations that employ Crime Prevention Through Environmental Design (CPTED) principles to reduce the incidence of crime and protect the safety and welfare of its residents.

POLICY 2.3.4

Adopt standards for unified urban design, architecture, signage and landscaping for major corridors within the CRA boundaries to further assist in creating a sense of place. During the creation of the urban design standards, the City of Lauderdale Lakes shall consider the use of Universal Design in new construction, residential rehabilitation, and remodeling.

POLICY 2.3.5

Maintain and periodically update the Lauderdale Lakes Land Development Regulations to require the following design principles to be utilized for all new development and redevelopment:

- a. Encourage increased residential density adjacent to transit corridors where feasible,
- b. Engagement of the street and enhancement of the public realm by bringing buildings closer to sidewalks and adding lighting, sidewalk and landscaping improvements on portion of property adjacent to the public right-of-way where appropriate,
- c. Creation of internal street networks on larger properties,
- d. New public and open space in commercial and mixed use development,
- e. Vertical mixing of land uses and high residential densities along major thoroughfares and in Priority Redevelopment Areas,
- f. Building designs with unique architectural elements that add character and create visual interest, and
- g. Sustainable materials for landscaping and hardscaping, including Florida Friendly landscaping and porous pavement,
- h. Encourage the use of best practices development and redevelopment strategies and engineering solutions to reduce flood risk to real property in flood prone areas.

POLICY 2.3.6

Maintain and periodically update the City's design guidelines in the Land Development Regulations to address the following:

- a. Physical compatibility of the scale and massing of building, especially when adjacent to single-family residential,
- b. Setbacks that allow for new public spaces along the public roadways, including pedestrian pathways with shade trees.
- c. Building design that reflects a single architectural style and incorporates a combination of high-quality materials and colors that support and strengthen the design integrity and authenticity of the selected architectural style,
- d. Fenestration on all building facades that front a right of way,
- e. Terraces, balconies and architectural breaks to help break up the massing of larger structures,
- f. Energy efficient lighting that improves public safety and has adequate shielding to protect residential areas from glare and light pollution,
- g. Green building construction methods that are energy efficient and incorporate innovative components into building design that may include rooftop parking, recreational amenities, civic spaces and gardens on buildings with relatively large roof areas,
- h. Florida Friendly or Florida native landscaping that is drought resistant and requires minimal fertilization.

POLICY 2.3.7

Assist in building a positive community image through such activities as:

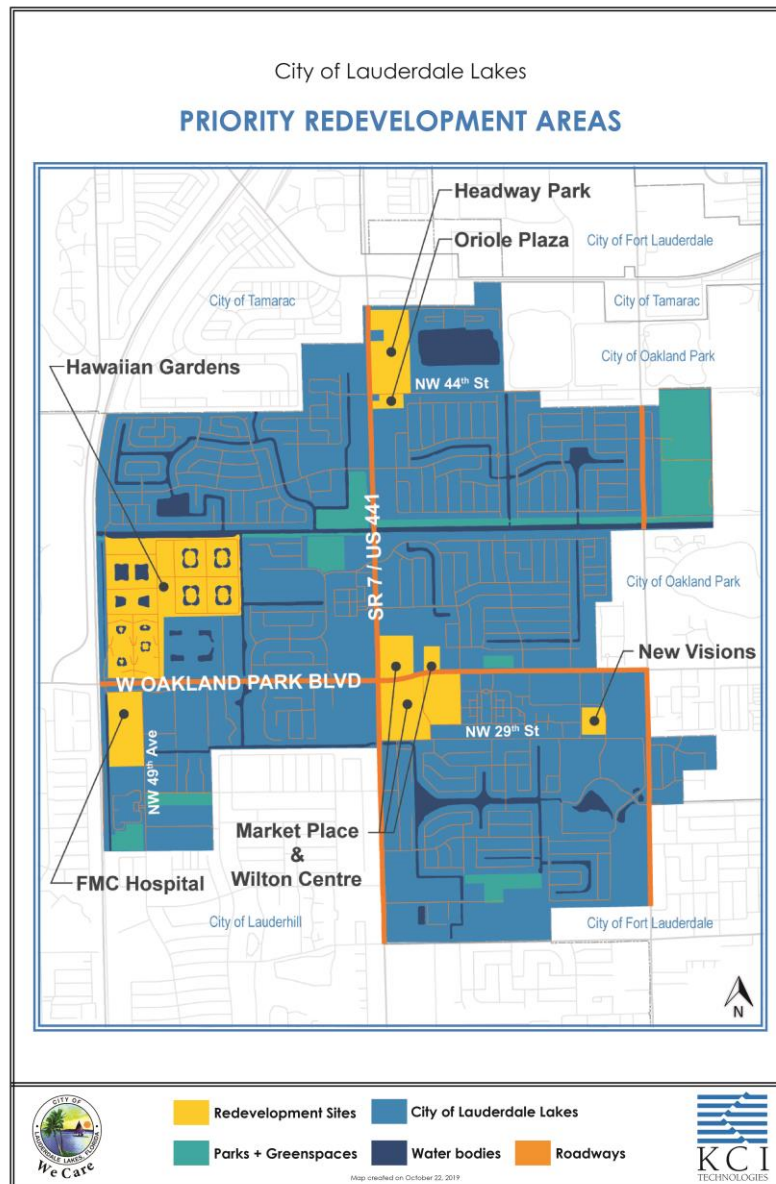
- a. Improving aesthetics through code enforcement, gateway improvements, and façade improvements,
- b. Creating opportunities for cultural activities and public art, and
- c. Investing in creation of a network of parks and pathways that enhances access to recreation and improve the quality of life of residents.

OBJECTIVE 2.4: PRIORITY REDEVELOPMENT AREAS

Prioritize the infill and redevelopment of commercial corridors and strategic priority redevelopment areas for general consistency principles and concepts in this element.

Monitoring and Evaluation:

- > Review approved projects for consistency with the following general principles and design concepts.



Policy 2.4.1 HEADWAY OFFICE PARK

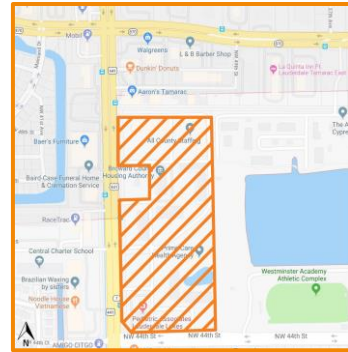
Location: Northeast corner of SR 7/US 441 and NW 44th Street.

Recommendation: Redevelop and enhance the vibrancy of the existing office park with site improvements, open space, and additional uses, including residential (in mixed-use structures), and retail.

Vision: Adaptive and flexible, accessible and interconnected, and sustainable: a reimagined Headway Office Park will be a unique business park that is designed and planned for the needs of the 21st century work force. With its expansive open and green spaces, interconnected pedestrian and bicycle pathways, compact and efficient design, and variety of uses, this innovative business hub will be an extension of the neighborhood, and could serve as the anchor and gateway for the northern boundary of the City.

Design Guidelines:

- > Protect the pedestrian and enhance the pedestrian environment and scale.
 - > Commercial and retail spaces should be placed along US 441 and designed in such a way as to enhance the pedestrian experience.
 - > On-site circulation should prioritize the pedestrian and bicyclist over the automobile.
 - > Building setbacks and placement should enhance the pedestrian experience, whenever possible.
- > Incorporate open spaces that are accessible to the public.
- > Buildings should be designed to maximize natural light and ventilation, and be cohesive and similar in aesthetic, including creating an open and translucent ground level and minimize “blind corners.”
- > Incorporate design concepts and principles which foster connected, safe, active, and successful urban environments, such as New Urbanism and Crime Prevention Through Environmental Design (CPTED).
- > Place ride share pick-up/drop-off locations, electric vehicle charging stations, and bicycle amenities close to building entrances.
- > The atmosphere within the parking lot is to be as pleasant and park-like as possible and should limit paved surfaces whenever feasible.
- > The use of sustainable, permeable materials, such as porous pavement is encouraged.
- > Ensure site lighting is sufficient to prevent dark areas and enhance safety, without causing a nuisance to neighboring properties, and is dark sky friendly.
- > Ensure consistent streetscaping details throughout all of the gateways into the City of Lauderdale Lakes.



Location Map



Existing Conditions



The central green and the pedestrian amenities along the thoroughfare roadway enhance the public realm

Policy 2.4.2 FLORIDA MEDICAL CENTER HOSPITAL PROPERTY AND PROPERTY TO THE SOUTH

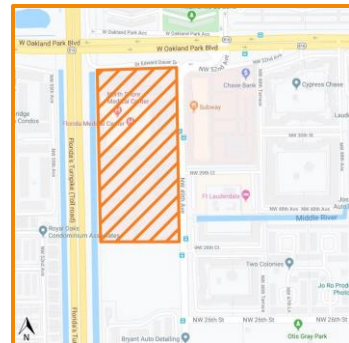
Location: NW 49th Avenue, north of Woodsdale Oaks Apartments, just east of Florida's Turnpike.

Recommendation: Through a future concurrent Future Land Use amendment and the creation of an overlay/zoning district, create a mixed-use hospital district to allow for complimentary uses such as a commercial liner in parking garages and workforce housing at a base density of 25-30 dwelling units per acre.

Vision: Allow for a mixture of housing types and densities, commercial, retail, and recreational activities, and a network of interconnected, tree lined, and accessible pedestrian pathways. The *Florida Medical Center Hospital* could serve as the anchor and gateway for the western boundary of the City and provide workforce housing to hospital employees.

Design Guidelines:

- > Low scale retail and commercial spaces should be placed along NW 49th Avenue, with minimal setback.
- > Parking should be placed at the rear of the building, not along NW 49th Avenue nor along NW 52nd Avenue/Access Road.
- > Parking structures lined with ground floor retail and commercial spaces are strongly encouraged over surface parking.
- > Protect the pedestrian and enhance the pedestrian environment and scale.
- > Develop a safe and sustainable mixed-use hospital development.
 - > Incorporate design concepts and principles which foster connected, safe, active, and successful urban environments, such as New Urbanism and Crime Prevention Through Environmental Design (CPTED).
 - > The use of sustainable, permeable, heat reflective materials should be used wherever feasible.
 - > Shade trees and Florida-friendly landscaping should be utilized.
 - > Ensure site lighting is sufficient to prevent dark areas and enhance safety, without causing a nuisance to neighboring properties, and is dark sky friendly.



Location Map



Existing Conditions



Conceptual example of infill development over surface parking



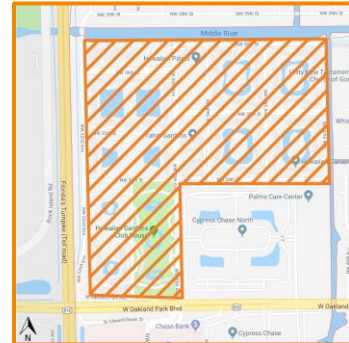
Example: this pedestrian promenade helps to promote connectivity and enhances the pedestrian environment

Policy 2.4.3 HAWAIIAN GARDENS

Location: North side of W Oakland Park Boulevard, just east of Florida's Turnpike.

Recommendation: Through a site-specific Future Land Use Amendment, allow for a higher density residential development (High density residential, at up to 50 dwelling units per acre) with concurrent site-plan approval to ensure general consistency with the City's vision.

Vision: With a focus on promoting health and wellness living, a reimagined higher density residential development on the property aims to create a dense, sustainable, affordable, and attractive residential community for all ages and abilities that creatively mitigates potential flood hazard. As the property is adjacent to the elevated Florida Turnpike and the hospital property to the south, additional height at this location would not be out scale with the surrounding conditions.



Location Map



Existing Conditions

Design Guidelines:

- > Provide a mixture of housing types to support a variety of income levels, and which include flexible spaces to support changes in market demand.
- > Encourage opportunities for social interaction and community building by incorporating flexible spaces and open / recreational spaces to support a variety of users, abilities, and activities. Additionally, including interconnected, wide, and safe walking paths, centralized mailboxes, and active and passive open and green spaces would allow for increased opportunities for social interaction.
- > Buildings should be designed to maximize natural light and ventilation, and be cohesive and similar in aesthetic.
- > Buildings should be placed in such a way that would encourage walking or bicycling over driving.
- > Prioritize flood mitigation through the application of sustainable, permeable materials, and open space areas that serve a dual role of flood mitigation and recreation whenever feasible.
- > To encourage "eyes on the street," front facades, (the bottom floor of a residential structure) should be open and translucent and continue active uses like community spaces or amenities.
- > Ensure site lighting is sufficient to prevent dark areas and enhance safety, without causing a nuisance to neighboring properties, and is dark sky friendly.
- > Prioritize the protection of the City of Lauderdale Lakes' certified open space.
- > Provide for a portion of the open space to be accessible to the public.



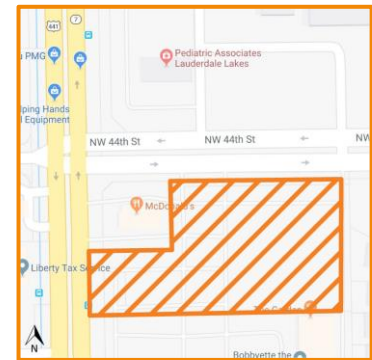
Example of how taller scale buildings are appropriate in areas adjacent to an elevated roadway, which also provide enhanced open space opportunities

Policy 2.4.4 ORIOLE PLAZA

Location: Southeast corner of SR 7/US 441 and NW 44th Street.

Recommendation: Encourage the redevelopment of the site with a mixed-use development with community serving commercial uses like grocery store, restaurants, retail, Commercial, family entertainment.

Vision: To create a safe and sustainable low to medium scale mixed-use development that is respectful of the adjacent single-family residential to the east. This vacant PRA area should be expanded to include the commercial development to the south whenever feasible and the fast food restaurant to the northwest.



Location Map

Design Guidelines:

- > Protect the pedestrian and enhance the pedestrian environment and scale.
 - > Retail spaces should be placed along US 441 and NW 44th Street to capture foot traffic.
 - > Building setbacks and placement should be minimized to enhance the pedestrian experience, whenever possible.
 - > Buildings should be designed to maximize natural light and ventilation and be cohesive and similar in aesthetic, including creating an open and translucent ground level and minimize “blind corners.”
- > All buildings on the site should be cohesive and similar in aesthetic to create a unique character and sense of place.
- > Buildings should be scaled down to two stories and/or be setback appropriately along the property lines adjacent to single-family residential.
- > A decorative lighting plan and cohesive signage / branding plan should be established for the development, which includes a public art component.
- > Develop a safe and sustainable low to medium scale mixed use development.
 - > Incorporate design concepts and principles which foster connected, safe, active, and successful urban environments, such as New Urbanism and Crime Prevention Through Environmental Design (CPTED).
 - > The use of sustainable, permeable, heat reflective materials should be used wherever feasible; porous pavement is encouraged.
 - > Shade trees and Florida-friendly landscaping should be utilized.
 - > Ensure site lighting is sufficient to prevent dark areas and enhance safety, without causing a nuisance to neighboring properties, and is dark sky friendly.



Example: awnings, pedestrian-scaled buildings and lighting, seating, and shade trees help to enhance the pedestrian realm



Example: development steps down adjacent to less dense/intense uses like single-family residential

Policy 2.4.5 NEW VISIONS

Location: Northeast corner of NW 29th Street and NW 33rd Avenue.

Recommendation: Medium density residential in the form of apartments or townhomes, at 15-20 dwelling units per acre.

Vision: To create a vibrant, sustainable, and safe neighborhood.

Design Guidelines:

- > Building design and placement should maximize natural light, ventilation, and site-wide pedestrian circulation.
- > To encourage “eyes on the street,” front facades should be translucent, not solid, include porches and balconies, and should be minimally setback from the roadway.
- > Create a safe and sustainable neighborhood.
 - > Incorporate design concepts and principles which foster connected, safe, active, and successful urban environments, such as New Urbanism and Crime Prevention Through Environmental Design (CPTED).
 - > The use of sustainable, permeable, heat reflective materials should be used wherever feasible.
 - > Shade trees and Florida-friendly landscaping should be utilized.
 - > Ensure site lighting is sufficient to prevent dark areas and enhance safety, without causing a nuisance to neighboring properties, and is dark sky friendly.



Location Map



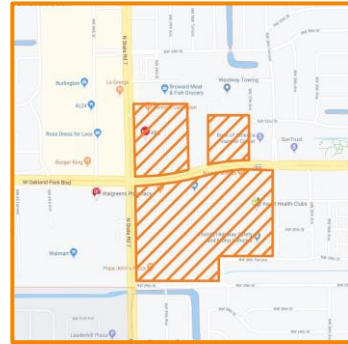
Existing Conditions



Policy 2.4.6 MARKET PLACE & WILTON CENTRE

Locations: *Market Place* - Southeast corner of W Oakland Park Boulevard and SR 7/US 441. *Wilton Centre* – Northeast corner of W Oakland Park Boulevard and SR 7/US 441.

Recommendation: Encourage mixed use and an approximate density of high density residential in the form of apartments or townhomes, at 25-50 dwelling units per acre with redevelopment or flexibility units. Allow for both the horizontal and vertical mixing of uses within a newly created street grid network. Residential uses shall be required as the principal component with at least two non-residential uses as an additional principal uses such as retail, office, restaurants and personal services, hotel/motel, light industrial (including “live work” buildings), research business, civic and institutional.



Location Map - Top: Wilton Centre; Bottom: Market Place

Vision: To transform Market Place Plaza into a City Center district that is an active, diverse, well connected, and prosperous mixed-use destination. This concept could be implement through phased infill development and incremental new urbanism, or through a complete redevelopment of the property. The City Center concept could be applied to the larger commercial properties located on each of the four corners of the W Oakland Park Boulevard and U.S. 441 intersection.

Design Guidelines:

- > Establish an internal grid street network with a street hierarchy within the property, which should connect to the adjacent commercial and residential properties whenever feasible.
- > Protect the pedestrian and enhance the pedestrian environment and scale.
 - > Building setbacks should be minimized, in order to enhance the pedestrian experience.
 - > Retail spaces should be placed along W. Oakland Park Boulevard / U.S. 441.
 - > Courtyards, plazas, and squares with well-defined edges and are open to the public, such as buildings and foliage, are required.
 - > Ground floor commercial and retail spaces should include translucent facades.
 - > Parking structures with decorative wrapping on the parking levels and ground floor retail are encouraged over surface parking lots.
- > Create a “gateway experience” to the City on the property that establishes a unique character and sense of place on the property and adjacent public roadways.
 - > Entrances and the intersection of W. Oakland Park Boulevard and U.S. 441 should be marked with gateway signage and vibrant Florida friendly landscaping welcoming visitors to Lauderdale Lakes and City Center District.
 - > A decorative lighting plan should be developed with branded banners at gateways and along the internal main street.
 - > Include a public art component.
 - > Ensure consistent streetscaping details throughout all the gateways into the City of Lauderdale Lakes.
- > Create a safe and sustainable City Center development.



Existing Conditions (Wilton Centre)



Existing Conditions (Market Place)

- > The use of sustainable, permeable, heat reflective materials should be used wherever feasible.
- > Shade trees and Florida-friendly landscaping should be utilized.
- > Incorporate design concepts and principles which foster connected, safe, active, and successful urban environments, such as New Urbanism and Crime Prevention Through Environmental Design (CPTED).
- > Ensure site lighting is sufficient to prevent dark areas and enhance safety, without causing a nuisance to neighboring properties, and is dark sky friendly.



Example: Complimentary architecture and building types create a walkable mixed-use development



Example concept of an infill mixed-use structure with retail wrapped parking garage.

GOAL 3: PUBLIC FACILITIES AND TRANSIT

Support multi-modal transportation facilities to optimize use of the regional transportation network to move people, goods, and services safely and efficiently while incorporating and promoting Complete Streets principles where appropriate in a context sensitive manner.



OBJECTIVE 3.1: PUBLIC FACILITIES

To ensure the availability of public utility and multi-modal transportation facilities and services necessary to support proposed development.

Monitoring and Evaluation:

- > Continuing to require through the Lauderdale Lakes Land Development Regulations, Code of Ordinances and the City and County platting and subdivision regulations the dedication of public utility and transportation easements and rights-of-way to agencies responsible for providing public utility services.

POLICY 3.1.1

Accommodate and support Complete Streets features and technology into County and City roadways where practical, context sensitive, and financially feasible.

POLICY 3.1.2

Capitalize on intergovernmental coordination and technical assistance opportunities City, including coordination with the Florida Department of Transportation (FDOT) regarding access management, transit, parking, and streetscaping proposals.

POLICY 3.1.3

Lauderdale Lakes shall continue to require the dedication of easements and rights-of-way to acquire suitable land for utilities and transportation facility development.

POLICY 3.1.4

In order to protect the existing and future right of way from building encroachment and ensure proper accessibility to the roadway and transit network the City shall:

- a. Require that at the time of plat recordation, rights-of-way shall be conveyed to the public by deed or easement sufficient to address the impact of development on transportation needs and to meet the requirements of the Broward County Trafficways Plan.
- b. The City shall adopt and implement land development regulations to provide for the reservation and acquisition of rights-of-way sufficient to meet the requirements of the Broward County Trafficways Plan.
- c. Protect the transportation corridors identified on the Broward County Trafficways Plan, and shall require that development is set back from identified rights-of-way when issuing development orders while providing an administrative relief process to ensure such set back does not deny all beneficial use of the property proposed for development.

POLICY 3.1.5

Lauderdale Lakes shall continue to regulate the subdivision of land to ensure compliance with adequate access, right-of-way dedication and off-site improvement requirements, to ensure the

interconnectivity of streets, access control to protect the regional roadway network, and adequate utilities and drainage.

POLICY 3.1.6

Educate the community about complete street principles and concepts as part of planning processes to build support and understanding for future policy and regulatory changes.

OBJECTIVE 3.2 MULTI-MODAL AND TRANSIT INTEGRATION

To support and encourage multi-modal transportation options in private development projects and in public infrastructure revitalization projects throughout the City of Lauderdale Lakes.

POLICY 3.2.1

The City of Lauderdale Lakes shall support transit-oriented development, including encouraging structured parking and parking requirements that are not prohibitive to such development.

POLICY 3.2.2

The City of Lauderdale Lakes shall, within one year of adoption of its Comprehensive Plan amendments, review its Land Development Regulations to ensure consistency with Future Land Use designations along the State Road 7 / U.S. 441 and Oakland Park Boulevard corridors, and to ensure that they enable transit-supportive intensities and vertical mixing of land uses.

POLICY 3.2.3

Transit shelters shall be integrated into site plans or buildings to the extent possible, and in all cases, shall be designed to be attractive, comfortable and convenient.

POLICY 3.2.4

The Lauderdale Lakes Land Development Regulations shall encourage pedestrian and bicycle travel by providing for exceptional pedestrian and bicycling infrastructure including, but not limited to wide, continuous and well-maintained sidewalks and bike ways adequately separated from traffic; shade provided through street trees, awnings, arcades or the like; a high degree of natural surveillance opportunities from roadways and adjacent businesses and residences (via buildings built close to the street with front porches and balconies, and large, frequent window openings) to enhance safety; adequate lighting for way finding and safety; way finding signage; engaging streetscapes; safe and convenient bicycle lock-ups; frequent shelter opportunity from wind and wind-driven rain; workplaces with shower and changing facilities; and, an array of businesses and services distributed along pedestrian and bicycle routes that cater to pedestrians and bicyclists, such as bicycle repair stores, bicycle and scooter rental stores, and food and beverage stores.

POLICY 3.2.5

The City of Lauderdale Lakes shall, through its Land Development Regulations, encourage the use of sidewalks, bikeways, lighting, surface treatments, narrower vehicle lane widths, signs and signals to help slow traffic on neighborhood streets, to encourage pedestrian-friendly uses.

POLICY 3.2.6

The City of Lauderdale Lakes shall, through its Land Development Regulations, promote pedestrian orientation by providing for pedestrian linkages between developments and neighborhoods.

GOAL 4: SUSTAINABLE AND ENERGY EFFICIENT INVESTMENT

Balance land use and revitalization efforts with proactive approaches to energy efficiency, sustainability, hazard mitigation, and resource protection.



OBJECTIVE 4.1 ENERGY EFFICIENCY AND REDUCTION OF GREENHOUSE GAS EMISSIONS

The City of Lauderdale Lakes shall support the State's efforts to reduce greenhouse gas emissions and to promote energy efficiency and conservation through the development and implementation of local policies and programs.

Monitoring and Evaluation:

- > The effectiveness of the following policies at reducing greenhouse gas emissions and promoting energy efficiency shall be monitored and evaluated every seven years in conjunction with the City of Lauderdale Lakes' Evaluation and Appraisal Report (EAR).
- > Evaluate the effectiveness of information and resources provided to residents to make sure they are utilized.

POLICY 4.1.1

Support energy efficiency and the use of renewable energy resources in existing housing and in the design and construction of new housing.

POLICY 4.1.2

Review the Lauderdale Lakes Land Development Regulations to identify any regulatory barriers to promoting green building (e.g., prohibition of photovoltaic panels). Upon identification of regulatory barriers to said program, the City shall amend the Land Development Regulations as necessary to support energy efficiency and the use of renewable energy resources while continuing to ensure compatibility and a high standard of development.

POLICY 4.1.3

Update the Lauderdale Lakes Land Development Regulations to support residential and commercial construction that meets the United States Green Building Council (USGBC) Leadership in Energy and Environmental Design (LEED) rating system, the Green Building Initiative's Green Globes rating system, the Florida Green Building Coalition standards, or another nationally or state recognized, high-performance green building rating system as recognized by the City Manager or designee.

POLICY 4.1.4

The Community Development Services Department shall encourage residents, businesses, and developers to embrace low impact development practices including green buildings by providing readily-available information and resources to these parties. Information and resources may include how-to-guides or information on available funding sources for green development or energy efficient improvements (e.g., tax credits, low interest loans, grants).

POLICY 4.1.5

Amend the Lauderdale Lakes Land Development Regulations to include incentives (e.g., expedited review process, density/intensity bonus) for constructing green-certified buildings or implementing low impact development practices as identified by the City of Lauderdale Lakes.

POLICY 4.1.6

Continue to support the efforts of local utility providers to reduce energy and water consumption of residences and businesses in the City of Lauderdale Lakes.

POLICY 4.1.7

Encourage development with energy conserving design that is consistent with the sustainable development policies of the Conservation Element including, but not limited to energy and environmental conservation and water reuse best practices. The City of Lauderdale Lakes will coordinate with Broward County to pursue the establishment of mandatory reuse zones for reclaimed water.

POLICY 4.1.8

Implement a Tree Inventory and Planting Program, as described in the Conservation Element to replace tree canopy lost to storms, to enhance the appearance and property values of residential neighborhoods, to reduce energy demand, to facilitate pedestrian and bicycle travel, and to contribute to an enticing business environment.

POLICY 4.1.9

Coordinate with Broward County for review all proposed development with respect to the potential for related impacts to the regional air quality, negative impacts eliminated or effectively mitigated.

POLICY 4.1.10

Landfills and resource recovery facilities shall be planned to minimize impacts on adjacent existing or planned uses.

OBJECTIVE 4.2 NATURAL RESOURCE PROTECTION

To ensure the protection of natural resources and a climate-resilient future.

Monitoring and Evaluation:

- > The adoption and enforcement of standards and regulations that protect natural resources and consider resiliency against the impacts of climate change.

POLICY 4.2.1

Protect wellfields in accordance with Broward County's Wellfield Protection Ordinance.

POLICY 4.2.2

Prohibit industrial uses within Wellfield Protection Zones of Influence consistent with Broward County regulations.

POLICY 4.2.3

When it is determined to be practical and financially feasible, require land uses currently on septic systems to be connected to central wastewater treatment facilities, with priority given to those land uses in proximity to surface waters. New septic tanks shall only be permitted by the Florida Department of Health as consistent with Broward County's Water, Sanitary Sewer, and Septic Tank Ordinance.

POLICY 4.2.4

Ensure adequate pervious surface areas throughout the City of Lauderdale Lakes to promote natural groundwater recharge and filtration through the City's Land Development Regulations.

POLICY 4.2.5

Encourage the preservation of open space areas. Amendments to the Lauderdale Lakes Land Use Plan, which would result in the loss of open space, shall be evaluated to determine how the applicant will provide equivalent or better open space and recreation facilities to meet the level of service requirements, and how the negative impacts of the loss of open space on surrounding neighborhoods will be minimized or mitigated.

POLICY 4.2.6

Incorporate designs which are environmentally sensitive (i.e. reduction of impervious surfaces, alternative pavement materials for overflow parking lots).

POLICY 4.2.7

To minimize soil erosion on new construction sites, the City of Lauderdale Lakes shall continue to require treatment and other measures consistent with Chapter 27 of the Broward County Code.

POLICY 4.2.8

No new solid-fill transportation facilities or similar structures shall be permitted within Broward County's identified water conservation areas without provisions for maintaining the freshwater sheet flow.

POLICY 4.2.9 MINING

The City of Lauderdale Lakes' land development regulations shall require protective measures such as restrictions regarding blasting, noise, and air quality as well as fencing during excavation and shall provide that slopes be maintained after excavation of mining pits to provide for shallow water aquatic habitat, in order to protect the health, safety and welfare of Broward County's residents.

OBJECTIVE 4.3 HAZARD MITIGATION & DISASTER RECOVERY

Lauderdale Lakes shall assess its risk of hazards and reduce its exposure to natural and man-made disasters through proactive mitigation.

Monitoring and Evaluation:

- > Complete a hazard and risk exposure evaluation and mitigation action plan.
- > Re-evaluate impact from sea-level rise every 7 years; no impact is projected through 2040.

POLICY 4.3.1

Continue to enforce the City of Lauderdale Lakes' flood damage prevention land development regulations and the flood resistant construction provisions of the Florida Building Code, including minimum base flood elevation requirements.

POLICY 4.3.2

Evaluate participation in the National Flood Insurance Program Community Rating System to reduce insurance premiums for residents.

POLICY 4.3.3

Seek funding and partnerships to include blue green infrastructure components in parks or facilities in flood prone areas and adjacent to canals.

POLICY 4.3.4

In conjunction with Broward County, develop and implement post-disaster redevelopment and hazard mitigation land use controls and development regulations including strong preventive measures, to protect the health, safety and welfare of City of Lauderdale Lakes' current and future residents.

POLICY 4.3.5

Coordinate with Broward County on the adoption of a countywide long-term recovery and redevelopment strategy, which focuses on immediate recovery needs and establishes an orderly process for reviewing private and public redevelopment proposals to restore the economic and social viability of the community in a timely fashion.

OBJECTIVE 4.4 PROTECTION OF HISTORICAL AND ARCHAEOLOGICAL RESOURCES

The City of Lauderdale Lakes shall continue to identify and protect structures and sites that are historically or archaeologically significant.

Monitoring and Evaluation:

- > At least once every seven years, the City of Lauderdale Lakes shall review the Florida Master Site File and National Register of Historic Places to determine if there are any historically and archaeologically significant resources within the City.

POLICY 4.4.1

Maintain an inventory of historically and archeologically significant properties and protect those structures and sites from degradation and loss.

POLICY 4.4.2

Continue to implement procedures in the Lauderdale Lakes Land Development Regulations to ensure the continued protection of historically and archaeologically significant resources.

POLICY 4.4.3

The City shall draw upon information contained of the Broward County Historical Commission, the Florida Master Site File, and the National Register of Historic Places to help identify potential historical and archaeological significant resources in the City.

POLICY 4.4.4

Continue to coordinate resource protection activities with applicable state and federal laws.

OBJECTIVE 4.5 PROTECTION OF CITY WATERWAYS

The City shall protect and enhance the natural qualities of Lauderdale Lakes' canal system and groundwater.

POLICY 4.5.1

The City of Lauderdale Lakes shall require all development in the flood hazard areas to comply with the provisions of the City's Flood Prevention and Protection Ordinance.

POLICY 4.5.2

All new development and redevelopment projects shall be designed to minimize the introduction of pollutants into stormwater runoff, to the maximum extent practicable, as well as, minimize the amount of runoff through the incorporation of appropriate best management practices.

EXHIBIT D

CORE PRINCIPLES



VIBRANT

Create attractive, compact development along major corridors and in Priority Redevelopment Areas to maximize land use efficiency and public investment in infrastructure and services.

CONNECTED

Prioritize strategic partnerships in working to achieve the goals, objectives, and policies of the plan in support of economic development.



DIVERSE

Meet the demands of growth and equitable development by ensuring a diversity of housing types and recreational opportunities while protecting the core single-family neighborhoods.

SAFE

Prioritize urban design that strengthens the safety of the Lauderdale Lakes community through the appropriate application of architectural and site design practices that enhance resident safety.



RESILIENT

Create a resilient City that supports business vitality, addresses hazard mitigation, and promotes a healthy community.

GOAL 1: LAND USE REGULATION DESIGNATION

Establish and maintain a compatible and sustainable distribution of land use categories, densities, and intensities that are appropriate for the neighborhoods, districts, and corridors throughout Lauderdale Lakes.



OBJECTIVE 1.1: FUTURE LAND USE DESIGNATIONS

Establish Future Land Use designations and adopt a Future Land Use Map to ensure that development and redevelopment is coordinated with the appropriate topography and soil conditions, the availability of facilities and services, and can accommodate projected population growth through the 2040 planning period.

Monitoring and Evaluation:

- > Maintenance of an accurate and up-to-date Future Land Use Map that allows for a full range of land uses.
- > Update the Land Development Regulations (LDRs) for consistency with the following Future Land Use Designations.

POLICY 1.1.1 RESIDENTIAL

Purpose: To improve the livability and desirability of the City through the encouragement of compatible uses in the areas designated residential, while enhancing the existing residential development.

Uses: Each parcel of land within an area which is designated “Residential” by the Lauderdale Lakes Land Use Plan must be included in a zoning district that permits one or more of the following uses:

Dwelling units and accessory structures subject to the limitations upon density as expressed on the Lauderdale Lakes Future Land Use Map and the Land Development Regulations, and the following customary uses as expressly permitted below:

1. Parks, golf courses and other recreational facilities, and recreational, civic, or cultural buildings ancillary to the primary outdoor recreational use of the site.
2. Community facilities designed to serve the residential area as permitted in the Land Development Regulations such as schools and houses of worship.
3. Communication Facilities.
4. Offices and/or Neighborhood retail sales of merchandise or service, subject to the following limitations and provisions:
 - a. No more than a total of five percent of the area designated for residential use on the Broward County Future Land Use Map (Series) within a flexibility zone may be used for offices and/or retail sales of merchandise or services.
 - b. No added contiguous area used for offices and/or retail sales of merchandise or services may exceed ten acres. For the purpose of this provision, contiguous is defined as: attached; located within 500 feet; or separated only by streets and highways, canals and rivers, or easements.
 - c. Regardless of the constraints of (a) and (b) above, space within residential buildings in areas designated for Medium-High (25) Residential or High (50) Residential density may be used for offices and/or retail sales of merchandise or services, as long as no more than 50 percent of the floor area is used for said purposes.

- d. Regardless of the constraints of (a) and (b) above, space within residential buildings in areas designated for Medium (16) Residential density may be used for offices, as long as no more than 50 percent of the floor area is used for offices.
5. Home occupations and other activities accessory to a dwelling unit.
6. Special Residential Facilities subject to: meeting one of the Category definitions as contained in the Plan Implementation Requirements section of the 2017 Broward County Land Use Plan; meeting the density provisions by Category type stated below; and the limitations as expressed by the City of Lauderdale Lakes regarding the use and allocation of Redevelopment Units, Flexibility Units or bonus sleeping rooms as contained in the Administrative Rules Document: Broward County Land Use Plan.
 - a. Special Residential Facility Category (1) development shall count as one dwelling unit each.
 - b. Special Residential Facility Category (2) development shall count as two dwelling units each.
 - c. Special Residential Facility Category (3) development shall count as one dwelling unit per every two sleeping rooms regardless of the number of kitchens or baths.

Residential Density Standards: Residential areas are shown on the Lauderdale Lakes Future Land Use Map according to five ranges of density:

1. The Low (5) Residential category permits up to five dwelling units per gross acre.
2. The Low-Medium (10) Residential category permits up to ten dwelling units per gross acre.
3. The Medium (16) Residential category permits up to 16 dwelling units per gross acre.
4. The Medium-High (25) Residential category permits up to 25 dwelling units per gross acre.
5. The High (50) Residential category permits up to 50 dwelling units per gross acre.

POLICY 1.1.2 COMMERCIAL

Purpose: To provide land for business, office, retail, personal services, and other commercial enterprises that are intended to serve and provide for the current and future residents of the City.

Uses: Each parcel of land within an area which is designated “Commercial” by the Lauderdale Lakes Land Use Plan must be included in a zoning district that permits one or more of the following uses:

1. Neighborhood, community, regional and highway retail and wholesale uses.
2. Office and business uses.
3. Hotels and motels.
4. Parks and recreation.
5. Community facilities, consistent with 1.1.4.
6. Utilities, transportation and communication facilities (excluding landfills and power plants).
7. Residential Uses
 - a. Residential uses, up to 10 acres, are permitted via City allocation of “flexibility units” and/or “redevelopment units,” provided that total residential uses do not exceed 20% of the land area designated “Commercial” on the future land use map.
 - b. Residential units within the same structure as Commercial uses for the owner, manager or caretaker of the Commercial uses are permitted.
8. Retail uses, restaurants, financial institutions, and personal services.
9. Employment uses, such as offices for administrative, professional, research, and business purposes.
10. Entertainment centers.
11. Commercial recreation uses, such as outdoor and indoor recreation facilities, active recreation complexes, and stadiums.

Intensity: The maximum nonresidential intensity in the Commercial designation shall be a FAR of 3.0

POLICY 1.1.3 INDUSTRIAL

Purpose: To manage the growth and retention of light industrial land uses such as manufacturing, warehouse distribution, research and development, and other heavy commercial or industrial related uses.

Uses: Each parcel of land within an area which is designated “Industrial” by the Lauderdale Lakes Land Use Plan must be included in a zoning district that permits one or more of the following uses:

1. Industrial uses.
2. “Heavy Commercial” uses such as warehouses, wholesale distributors, etc.
3. Office uses.
4. Utilities, transportation, and communication facilities and easements.
5. Parks and recreation uses as long as the location of these uses does not preclude or adversely affect the future use of surrounding areas for industry.
6. Community facilities as long as the location of these uses does not preclude or adversely affect the future use of surrounding areas for industry.
7. The following uses are permitted in industrial areas provided the total area of these uses does not exceed 20 percent of the area designated for industrial use in the City of Lauderdale Lakes on the Broward County Land Use Plan and as long as the location of these uses does not preclude or adversely affect the future use of surrounding areas for industry and is certified by the Broward County Planning Council subject to the review and approval requirements of the Administrative Rules Document: Broward County Land Use Plan.
 - a. Commercial and retail business uses.
 - b. Hotels and motels.

Intensity: The maximum nonresidential intensity in the Industrial designation shall be a FAR of 2.0.

POLICY 1.1.4 COMMUNITY FACILITIES

Purpose: To provide land for the engagement and interaction of members of the community, to enhance the overall health and wellbeing of the City. These include uses such as educational, medical, governmental, religious, civic, cultural, judicial, and correctional facilities.

Uses: Each parcel of land within an area which is designated “Community Facility” by the Lauderdale Lakes Land Use Plan must be included in a zoning district that permits one or more of the following uses:

1. Schools, houses of worship, hospitals, governmental administration, police, and fire stations, libraries, civic centers, courts, nursing homes, and governmentally sponsored residential-care facilities for the elderly and/or persons with disabilities. Also permitted in areas designated for community facilities are parks and recreation facilities.
 - a. Special Residential Facility Category (2) development as defined by the Broward County Land Use Plan subject to the allocation of redevelopment or flexibility units in accordance with the Special Residential Facilities provisions and policies for application of these units as contained in the “Administrative Rules Document” of the Broward County Planning Council.
 - b. Special Residential Facility Category (3) development as defined by the Broward County Land Use Plan; subject to the allocation of redevelopment units or flexibility units in accordance with the Special Residential Facilities provisions and policies for application of these units as explained in the “Administrative Rules Document” of the Broward County Planning Council; each flexibility or redevelopment unit shall permit two sleeping rooms regardless of the number of kitchens or baths.

Intensity: The maximum allowable intensity within the Community Facilities designation shall be an FAR of 0.75.

POLICY 1.1.5 RECREATION

Purpose: To provide areas that are generally free from development. This land use designation shall provide opportunities for new and existing recreational facilities in the City and support physical and mental well-being for residents of all ages.

Uses: Each parcel of land within an area which is designated “Private Recreation” or “Public Recreation” by the Lauderdale Lakes Land Use Plan must be included in a zoning district that permits one or more of the following uses:

1. Passive recreational uses, including, but not limited to: nature centers and trails, scenic areas, wildlife sanctuaries and feeding stations, aquatic preserves, and picnic areas.
2. Golf courses which are intended to remain as permanent open space.
3. Camping grounds and related facilities.
4. Cemeteries.
5. Active recreational uses, including, but not limited to: tennis courts, playgrounds, swimming pools, athletic fields and courts, beaches, and bikeways.
6. Boat ramps and docks.
7. Outdoor cultural, educational and civic facilities, including but not limited to: animal exhibits, habitats, band shells, and outdoor classrooms.

Intensity: The maximum allowable intensity within the Private Recreation and Public Recreation designations shall be an FAR of 0.10 for accessory structures and 3.0 for principal recreation structures.

Level of Service: The City shall provide for a minimum of three (3) acres of Community level parks for every 1,000 existing and projected permanent residents.

POLICY 1.1.6 UTILITIES

Purpose: To ensure that land is available to produce utilities and guarantee that an adequate level of utility service is provided for the current and future residents of the City.

Uses: Each parcel of land within an area which is designated “Utilities” by the Lauderdale Lakes Land Use Plan must be included in a zoning district which permits one or more of the following uses:

1. Utilities such as water and wastewater treatment plants, pumping stations, electrical power plants and substations, solid waste disposal and transfer stations; excluding Landfills.
2. Other uses determined to be ancillary to the primary uses described in (1).
3. The following uses may also be permitted in the areas designated utilities as long as the location of these uses does not preclude or adversely affect the future use of the surrounding areas for utility facilities.
 - a. Recreation and open space uses.
 - b. Non-residential agricultural uses.
 - c. Communication facilities.

POLICY 1.1.7 LOCAL ACTIVITY CENTER

Purpose: To promote mixed land uses in a single area, to discourage the use of the automobile, and promote multi-modal transportation. Land with this designation shall balance land uses with multi-modal transportation and innovative design principles to create spaces that are more desirable for current and future residents of the City.

Uses: Each parcel of land within an area which is designated “Local Activity Center” (LAC) by the Lauderdale Lakes Land Use Plan shall be in conformance with the following criteria:

1. Shall support a balanced mix of land use characterized by compactness, pedestrian friendly design, neighborhood-scale, and framed by architecture and landscape design appropriate to local history and ecology.

2. Shall have a development pattern that generally reflects planning and design principles such as walkable neighborhoods oriented around the “five-minute walk”, primary orientation toward public transit systems, a centrally located community serving land use or land uses, and greater integration of housing, employment, shopping and recreation at the neighborhood level.
3. Shall encourage rehabilitation or reuse of historic buildings on site, whenever feasible.
4. Shall promote an urban form with well-integrated land use combinations, balanced intensities and densities or uses compatible with surrounding uses, and promote mobility through safe and convenient interconnectivity of vehicular (including transit access), pedestrian and other non-motorized modes of travel. The design guidelines shall integrate public areas through open space, urban public plazas, and/or recreational or community facility areas. These guidelines may include:
 - a. Buildings should front the street (zero or minimum setbacks are preferable).
 - b. Vehicle parking strategies which lessen conflicts with bicycles and pedestrians and promote transit usage (i.e. parking structures, off-site parking, reduced parking ratios, shared parking facilities, and parking which does not front the street).
 - c. Transit/bus stop.
 - d. A circulation system designed to strengthen bicycle and pedestrian connectivity to all areas of the site/area, including recreation areas, parks, adjacent uses, transit/bus stop and activity nodes.
 - e. The physical separation, such as walling off neighborhoods from adjacent development or roadways, is discouraged where it disrupts the connectivity of compatible uses, pedestrian and/or bicycle access. If a buffer is necessary, adequate landscaping could be used in place of a continuous wall.
 - f. Complement and support adjacent existing land uses and/or adopted future land use designations through the effective use of density, massing, and other design elements.

Lauderdale Lakes Downtown Activity Center Maximums

Acreage: Approximately 140 acres

General Location: East of Northwest 43rd Avenue, south of Northwest 36th Street, west of Northwest 35th Avenue and north of Northwest 29th Street.

Density and Intensity of Land Uses:

- > Residential Land Uses 3,000 dwelling units*
- > Commercial Land Uses 600,000 square feet
- > Hotel 300 rooms
- > Community Facilities Land Uses 50,000 square feet
- > Recreation and Open Space 5.0 acres minimum

*Consisting of 1,500 high rise† dwelling units, 500 garden apartments and 1,000 townhouses. The City shall not issue residential building permits until the execution and implementation of a legally enforceable mechanism, such as a tri-party interlocal agreement, regarding a student station fee. Additional high rise units may be substituted for garden and/or townhouse units provided that (i) not more than 3,000 total residential units are developed in the LAC and (ii) any such substitution is approved by the City Commission.

† Note: High-rise units are defined as four (4) stories or more, consistent with the effective Broward County Land Development Code definition at the time of the adoption of the Broward County Land Use Plan amendment.

OBJECTIVE 1.2: INTENSITIES AND DENSITIES

The intensities and densities of all land uses shall be interpreted in accordance with the following policies of this objective, and further restricted by enforcing the City of Lauderdale Lakes’ zoning map, the specific requirements of each zoning district, the City’s Code of Ordinances and the City and County platting and subdivision regulations.

Monitoring and Evaluation:

- > Maintain the City's Flexibility and Redevelopment Units inventory and provide an update of the total number of remaining units annually to the public.

POLICY 1.2.1

The intensities of all land uses shall be further restricted by enforcing the Lauderdale Lakes' zoning map and the specific requirements of each zoning district, the City's Code of Ordinances and the City and Broward County platting and subdivision regulations. The vertical mixing of land uses along main thoroughfares shall be encouraged.

POLICY 1.2.2

To allow both the public and private sectors to respond to changing conditions and permit the appropriate location of neighborhood commercial uses within or adjacent to established residential neighborhoods, the Lauderdale Lakes Land Use Plan shall permit up to 5% of the area designated residential within Lauderdale Lakes to be used for neighborhood commercial uses as identified and in accordance with this Plan and the rules established within the "Administrative Rules Document: Broward County Land Use Plan."

POLICY 1.2.3

The City may decrease by 20 percent the lands designated "Commercial" on the Broward County Land Use Map for residential use in accordance with the rules established within the "Administrative Rules Document: Broward County Land Use Plan" and the Chapter 163, Florida Statutes plan adoption and amendment process.

POLICY 1.2.4 DENSITY CALCULATION

All references to density within the Lauderdale Lakes Land Use Plan refer to gross density. Gross density is calculated as the number of dwelling units existing or proposed within an area, divided by the gross acreage of the lot. Gross acreage means the total number of acres in an area, including acreage used or proposed for streets, lakes, waterways, and other proposed land uses permitted in residential areas of the Land Use Plan.

Calculations of acreage covered by different land use categories on the Lauderdale Lakes Future Land Use Map will be approximate, due to the scale of the map. Where edges of land use categories are close to property lines, streets, transmission lines or other existing lines, edges should be construed to follow those lines. A lake or canal should be construed as having been assigned the same land use category as that assigned to adjacent unsubmerged land.

POLICY 1.2.5 ARRANGEMENT OF DWELLING UNITS

Any arrangement of dwelling units on a parcel of land designated for residential use is compatible with the Lauderdale Lakes Land Use Plan as long as the maximum number of dwelling units permitted within the parcel is not exceeded. For example, the Lauderdale Lakes Land Use Plan does not regulate whether a developer uses 100 acres of land designated for Low (5) Residential density to build 500 single family homes or whether the same 100 acres are used to build a 500 unit high-rise structure, with the balance of the land maintained as permanent open space. The distribution of units will be determined by the Lauderdale Lakes Land Development Regulations.

POLICY 1.2.6 DASHED-LINE AREAS

Planned Unit Developments and partially completed large scale development, have been identified on the Lauderdale Lakes Future Land Use Map by dashed lines circumscribing their edges. For each of these areas, the maximum overall density in dwelling units per acre is the number which appears in the circle inside the dashed line. That number can be multiplied by the number of acres inside the dashed line, including areas not designated for residential use, to ascertain the maximum number of dwelling units allowable within the dashed line. The dwelling units that are permitted within areas circumscribed by a dashed line may only be applied within the boundaries of the circumscribed area and may not be transferred.

POLICY 1.2.7 FLEXIBILITY UNITS

The City shall continue to implement the Flexibility Unit provisions as provided for in this Element and as consistent with the Broward County Land Use Plan and the Administrative Rules Document: Broward NEXT.

- a. Flexibility Units are equal the difference between the number of dwelling units permitted within a flexibility zone by the Broward County Land Use Plan and the number of dwelling units permitted within the City of Lauderdale Lakes' Future Land Use Map, plus additional remaining permitted dwelling units, fixed at the adoption date of the 2017 Broward County Land Use Plan and formerly defined as "Reserve Units" which were equal to two percent (2%) of the total number of dwelling units permitted by the City of Lauderdale Lakes' Future Land Use Map. The certified Lauderdale Lakes Future Land Use Map may be more restrictive than the Broward County Land Use Plan Map (Series), therefore, available Flexibility Units may be utilized by the City to rearrange residential densities.
- b. The City of Lauderdale Lakes has been established as a "Unified Flexibility Zone."

The City's utilization of the Broward County Land Use Plan "Flexibility Rules" shall be subject to a determination by the Broward County Commission that such allocation is compatible with adjacent land uses, and that impacts on public school facilities have been adequately considered, in the following instances:

- a. Allocations to sites which are contiguous to a municipality upon request of the contiguous municipality.
- b. Allocations to sites which are adjacent to an Environmentally Sensitive Land, as defined within the Broward County Comprehensive Plan, or a Broward County or regional park, including sites which are attached, located within 500 feet, or separated only by streets and highways, canals and rivers or easements, upon request of the Broward County Commission.

Additional rules and procedures for the processing of County Commission compatibility reviews shall be included in the Planning Council's administrative rules.

POLICY 1.2.8 REDEVELOPMENT UNITS

Redevelopment Units are defined as additional permitted dwelling units equal to three percent (3%) of the total number of dwelling units as established by the adoption of the 2017 Broward County Land Use Plan. Municipalities that have fewer than 250 combined "flexibility units" or "redevelopment units" may apply to the Broward County Planning Council for the allocation of "redevelopment units" in allocations of 500 dwelling units, or 10% of the number of dwelling units permitted by the certified municipal land use plan, whichever is less, subject to the requirements set forth in Broward County Land Use Plan.

POLICY 1.2.9 AFFORDABLE HOUSING

The City shall establish programs to provide, encourage, or enable, low and moderate income housing to meet the needs of its existing and future residential population and economic activities.

POLICY 1.2.10

The City shall establish programs to provide, encourage, or enable, low and moderate income housing to meet the needs of Broward County's existing and future residential population and economic activities.

POLICY 1.2.11

For amendments which propose to add 100 or more residential dwelling units to the existing densities approved by the BCLUP, Broward County and affected municipalities shall coordinate and cooperate to implement the affected municipality's chosen policies, methods and programs to achieve and/or maintain a sufficient supply of affordable housing. In addressing amendments which proposed to add 100 or more residential dwelling units to the existing densities approved by the BCLUP, the municipality, without limitation, may include consideration and implementation of the following affordable housing strategies:

- a. programs and policies involving mechanisms such as, but not limited to, impact fees, in-lieu fees, and/or public funds, in which the municipality, and/or Broward County, and/or

- other appropriate agencies/entities (including, but not limited to, major employers), provide for the construction or supply of affordable housing;
- b. programs and policies involving mechanisms such as, but not limited to, impact fees, in-lieu fees, and/or public funds, in which the municipality, and/or Broward County, and/or other appropriate agencies/entities (including, but not limited to, major employers), provide funding to facilitate the affordable purchase or renting of housing;
 - c. programs and policies in which the municipality, and/or Broward County, and/or other appropriate agencies, facilitate the maintenance of the existing supply of affordable housing stock, if any;
 - d. property tax abatement programs aimed at preserving or creating affordable housing;
 - e. streamlined and reduced-cost permitting procedures for affordable housing;
 - f. specific minimum set-aside requirements for new affordable housing construction;
 - g. use of appropriate existing public lands, or public land-banking, to facilitate an affordable housing supply;
 - h. programs and policies to facilitate the development and use of municipal and/or Broward County affordable housing density bonus provisions;
 - i. land development regulations which promote the availability of affordable housing such as reduced lot size and floor area for dwelling units, construction of zero lot line and cluster housing, vertical integration of residential units with non-residential uses, and the allowance of accessory dwelling units;
 - j. the existing supply of affordable housing.

The affected municipality shall demonstrate compliance with this Policy at the time of the County's consideration of the applicable land use plan amendment, by establishing that the municipality has implemented or ensured adoption of appropriate policy and program measures to implement the affected municipality's chosen policies, methods and programs to achieve and/or maintain a sufficient supply of affordable housing for each of the following affordable housing income categories defined by the Broward County Land Use Plan: very-low, low, and moderate. The City shall estimate its supply of affordable housing utilizing the data and methodology referenced within the "Broward County Affordable Housing Needs Assessment," 2018, prepared by The Metropolitan Center Florida International University, as may be updated and accepted by the Broward County Board of County Commissioners, after January 7, 2021. For the purposes of this Policy, the term "affordable housing" shall include the meaning as defined by the BCLUP. The median annual income estimate should be updated at least yearly.

POLICY 1.2.12 AFFORDABLE HOUSING BONUS DENSITY

1. Bonus Residential Density

Bonus residential density may be allocated to facilitate the development of affordable housing for persons within the following income categories as defined in the Broward County Land Use Plan:

- Moderate-income persons having a total annual anticipated income for the household that does not exceed 120 percent of the median annual income adjusted for family size for households within the county.*
- Low income persons having a total annual anticipated income for the household that does not exceed 80 percent of the median annual income adjusted for family size for households within the county.*

- Very-Low income persons having a total annual anticipated income for the household that does not exceed 50 percent of the median annual income adjusted for family size for households within the county.*
 - *While occupying a rental unit, annual anticipated gross income may increase to an amount not to exceed 140 percent of the applicable median income adjusted for family size.
2. Bonus Formulas
 - Moderate-income: Six (6) bonus units per every one (1) “moderate-income” unit (including areas east of the Intracoastal Waterway).
 - Low-income: Nine (9) bonus units per every one (1) “low-income” unit (including areas east of the Intracoastal Waterway).
 - Very-Low-income: Nineteen (19) bonus units per every one (1) “very-low-income” unit (including areas east of the Intracoastal Waterway).
 3. Affordable housing density bonuses are conditioned on the developer or purchaser providing, in a manner acceptable to the City, guarantees, as a minimum, through the use of restrictive covenants, that the affordability of the bonus units for the affordable income groups described above will be maintained for a period of at least thirty (30) years for rental housing and at least thirty (30) years for owner-occupied housing.
 4. The total number of bonus affordable and bonus units may not exceed 50% of the maximum number of dwelling units indicated for the parcel by the City land use plan map. However, for “very-low or low-income” units, the total number of bonus affordable and bonus market rate units may not exceed 100% of the maximum number of dwelling units indicated for the parcel by the City land use plan map. For parcels designated “Commerce” or similar designation on the City land use plan map, these percentages shall not be applicable.
 5. At the time of allocation of bonus density, the City must make a finding that adequate public facilities and services are in place, or will be in place with completion of project construction, to accommodate all bonus and affordable units.
 6. Allocations of bonus residential density does not require an amendment to the Broward County Land Use Plan or the City land use plan.
 7. The City of Lauderdale Lakes may utilize the Bonus Density provisions regardless of whether such provisions are incorporated within the land use elements.
 8. By January 31 of each year, a City official shall transmit to the Planning Council an annual report providing tables reflecting bonus density units allocated.
 9. Bonus “affordable” unit and bonus unit construction is subject to the following, as enforced by the City of Lauderdale Lakes:
 - a. One hundred percent (100%) of bonus “affordable” units must receive certificates of occupancy before the final fifty percent (50%) of bonus units receive their certificate of occupancy; or
 - b. The City must require that bonus “affordable” units are available before or concurrently with bonus units.
 10. The City may be more restrictive and is not required to adopt, utilize or implement the above referenced bonus formulas.

OBJECTIVE 1.3 LAND USE IMPLEMENTATION

Future growth and development, redevelopment and rehabilitation will be managed through the preparation, adoption, implementation, and enforcement of land development regulations consistent with the Comprehensive Plan, the City adopted level of services in the Capital Improvement Element, and with s.163.3202, F.S.

POLICY 1.3.1

Adopt and maintain land development regulations and zoning districts that are based on the principles, goals, objectives, policies, future land use categories, and maximum densities and intensities established by this plan to enhance the quality of life of Lauderdale Lakes residents.

POLICY 1.3.2

Continue to administer land development regulations consistent with s.163.3202, F.S. that shall also contain specific and detailed provisions required to implement the adopted Comprehensive Plan and which as a minimum:

1. Regulate the subdivision of land;
2. Regulate the use of land and surface water;
3. Ensure the compatibility of adjacent land uses and provide for open space;
4. Regulate areas subject to seasonal and periodic flooding and provide for drainage and stormwater management;
5. Regulate signage;
6. Provide that public facilities and services meet or exceed the standards established in the capital improvements element;
7. Ensure safe and convenient traffic flow, adequate rights-of-way, and vehicle parking needs; and
8. Encourages energy efficient and innovative development (planned developments, mixed-use development & Redevelopment Units).

POLICY 1.3.3

The Lauderdale Lakes Land Development Regulations shall continue to provide for the discontinuation of non-conforming land and building uses which are incompatible or inconsistent with the Land Use Plan. Regulations for buffering of incompatible land uses shall continue to be enforced as set forth in the Lauderdale Lakes Land Development Regulations, consistent with s.163.3202, F.S.

POLICY 1.3.4

The Lauderdale Lakes Land Development Regulations shall continue to provide for the protection and creation of surface waters in conformance with State of Florida and South Florida Water Management District policies.

POLICY 1.3.5 WATER RESOURCES MANAGEMENT

New development adjacent to or in the vicinity of surface waters shall be designed so as to minimize the direct discharge of stormwater runoff into such bodies of water.

POLICY 1.3.6 HISTORIC AND ARCHAEOLOGICAL RESOURCES

The City shall consider the impacts of land use plan amendments on historic, archaeological and paleontological resources.

OBJECTIVE 1.4: INTERGOVERNMENTAL COORDINATION

Continue to coordinate with affected and appropriate governments and agencies to maximize their input into the development process and mitigate potential adverse impacts of future development and redevelopment activities.

POLICY 1.4.1 CONCURRENCY

Requests for development orders or permits shall be coordinated with applicable and appropriate City service providers, Broward County, Broward County Public Schools, special districts, the South Florida Regional Planning Council, the South Florida Water Management District and state and federal agencies to ensure consistency with adopted concurrency requirements of Section 163.3180, Florida Statutes and to provide adequate land for public utilities.

POLICY 1.4.2 LEVELS OF SERVICE

Provide that development orders and permits shall not be issued which result in a reduction of the levels of services for the affected public facilities below the adopted level of service standards for all public services, including open space, water, wastewater, transportation, drainage, and schools. The following policies establish level of service requirements and are adopted in the City's Capital Improvement Element and Recreation & Open Space Element.

- > Policy 1.3.4 Solid Waste – Capital Improvements Element
- > Policy 1.3.5 Stormwater Management – Capital Improvements Element
- > Policy 1.3.6 Transportation– Capital Improvements Element
- > Policy 1.3.7 Public Schools – Capital Improvements Element
- > Policy 1.1.1 Recreation – Recreation & Open Space Element

POLICY 1.4.3 PLATTING

The City shall administer platting requirements in conformance with, or more stringent than the Broward County Land Use Plan's platting requirements; and, shall not grant an application for building permit for the principal building on a parcel of land unless a plat has been approved by Broward County on the subject parcel. (Broward County Land Use Plan 2.13.1, 2.13.3, 2.13.4)

POLICY 1.4.4 PLAT RECORDATION

At the time of plat recordation, rights-of-way shall be conveyed to the public by deed or easement sufficient to address the impact of development on transportation needs and to meet the requirements of the Broward County Trafficways Plan.

POLICY 1.4.5 IMPACT FEES

The City shall not accept a building permit application, nor issue a building permit for new development unless the applicant has presented evidence from Broward County that the impact of the proposed development to public facilities (e.g. Schools & Transportation) has been mitigated through the payment of impact fees, or other measures in compliance with the Broward County Land Use Plan and Broward County Land Development Code.

POLICY 1.4.6 DEVELOPMENT ORDERS

Development orders shall be consistent with the Broward County Land Use Plan, the Lauderdale Lakes Land Use Plan and Land Development Regulations.

POLICY 1.4.7 PUBLIC SCHOOL SITTING

The City, Broward County and the School Board of Broward County shall coordinate through the processes and procedures identified in the ILA as amended from time to time to ensure collaborative planning and decision making on population projections and public school siting and to accomplish coordination between the City's adopted comprehensive plan and the School Board's District Educational Facilities Plan.

OBJECTIVE 1.5 LAND USE AMENDMENTS

The Lauderdale Lakes Land Use Element and any proposed Future Land Use Map amendments shall be reviewed in a manner consistent with the applicable and appropriate processes identified in Chapter 163, F.S., the Broward County Land Use Plan, and the Lauderdale Lakes Comprehensive Plan.

POLICY 1.5.1

The Broward County Planning Council shall continue to administer the certification and recertification process established within the Broward County Charter to ensure the land use plans of Broward County's local governments are in substantial conformity with the Broward County Land Use Plan and implement the procedures identified within the "Administrative Rules Document: Broward County Land Use Plan."

POLICY 1.5.2

The Broward County Land Use Plan regulates the consistency and compatibility among the land use plans of Broward County's local governments through the Broward County Planning Council's certification and recertification process.

POLICY 1.5.3

Proposed land use plan text and map amendments within the City shall successfully complete the Chapter 163, Florida Statutes local comprehensive plan review process prior to their certification or recertification by the Broward County Planning Council.

POLICY 1.5.4

Broward County and the City of Lauderdale Lakes shall review proposed amendments to the County and City land use plans to ensure the provision of adequate public facilities when needed to serve the proposed development, including the review of available water and wastewater services and/or plans to provide such services within a financially feasible capital plan adopted by the City.

POLICY 1.5.5

Broward County and the City of Lauderdale Lakes shall review amendments to the Broward County and City land use plans for compatibility with existing land uses, the character of the predominate development area, and future land uses as a primary consideration in that review, but shall also recognize that approved redevelopment plans aimed at reducing blighted or deteriorating areas may appropriately promote the introductions of land use patterns in variance from existing land use patterns.

POLICY 1.5.6

The individual and cumulative impacts on the existing and planned transportation facilities shall be considered in the review of land use amendments that are proposing to increase density and intensity; the required traffic review methodology shall be endorsed by the Broward Metropolitan Planning Organization.

POLICY 1.5.7

The City shall review proposed amendments that increase density for consistency with the Public School Facilities Element and countywide and municipal level of service standards for schools in compliance with the Public School Facilities Inter-local Agreement to ensure that there is sufficient capacity to accommodate the projected student impact of the proposed amendment.

POLICY 1.5.8

The City shall ensure that applications for increases in density or intensity are reviewed by the utility provider (Broward County Water & Wastewater Services) for concurrency requirements and for consistency with the Broward County Water Supply Facilities Work Plan and for areas of the City where Fort Lauderdale is the potable water provider.

POLICY 1.5.9

Broward County shall discourage land use plan amendments which negatively impact hurricane evacuation clearance times and/or emergency shelter capacities.

POLICY 1.5.10

Broward County and the City of Lauderdale Lakes shall consider the impacts of land use plan amendments on wetland resources and minimize those impacts to the maximum extent practicable.

POLICY 1.5.11

Broward County and the City of Lauderdale Lakes shall address land use plan amendments containing golf courses, including closed golf courses, consistent with the Broward County Land Use Plan Policy 2.5.5.

POLICY 1.5.12

Amendments that propose to add 100 or more dwelling units shall be reviewed for consistency with Policy 2.16.2 of the Broward County Land Use Plan.

POLICY 1.5.13

Consider the potential impacts of land use plan amendments on historical and archaeological resources.

POLICY 1.5.14

Proposed future land use map amendments shall be supported with data and analysis from the adopted 10-Year Water Supply Facilities Work Plan Update demonstrating that adequate water supplies and associated public facilities will be available to meet the projected growth demands.

GOAL 2: INFILL, REDEVELOPMENT, AND ECONOMIC INVESTMENT

Support innovative infill and redevelopment that is economically and environmentally resilient and enhances community character with aesthetic pleasing energy efficient design.



OBJECTIVE 2.1: ECONOMIC INVESTMENT

Encourage new economic investment and redevelopment through strategic public investments and maintaining a development review process that is responsive, efficient and equitable.

Monitoring and Evaluation:

- > Maintenance of customer satisfaction records
- > Creation of a Priority Development Incentive Program
- > Strategic Economic Development Plan

POLICY 2.1.1

Lauderdale Lakes shall complete a strategic economic development plan by December 2024 to identify opportunities and establish measurable goals that support new vibrant and sustainable development in the City.

POLICY 2.1.2

Implement and build upon community branding concepts that support new investment, including the branding of the City's gateways, as recommended in the Community Redevelopment Area Master Plan (2013).

POLICY 2.1.3

Analyze opportunities for grant funding, public-private partnerships, including leveraging the tools available through the State of Florida Opportunity Zones program.

POLICY 2.1.4

Lauderdale Lakes shall continuously improve its development review process by making gains in efficiency, applying standards and regulations uniformly, and providing mechanisms to improve the project proposal early in the development review process.

The City may grant an application for a development permit consistent with the Broward County Land Use Plan or a certified City land use plan when it has determined that the following requirements are met:

- a. Traffic circulation, transit, parks and recreation, drainage and flood protection, potable water, solid waste, sanitary sewer public facilities and services and public schools will be available to meet established level of service standards, consistent with Chapter 163.3180, Florida Statutes, and the concurrency management policies of the Broward County Land Use Plan.
- b. Local streets and roads will provide safe, adequate access between buildings within the proposed development and the trafficways identified on the Broward County Trafficways Plan prior to occupancy.
- c. Fire protection service will be adequate to protect people and property in the proposed development.

- d. Police protection service will be adequate to protect people and property in the proposed development.
- e. School sites and school buildings will be adequate to serve the proposed development.
- f. Development does not include a structure, or alteration thereof, that is subject to the notice requirements of Federal Aviation Regulations (FAR), Part 77, Subpart B, unless the Federal Aviation Administration issues, or has issued within the previous ninety (90) days, a written acknowledgment that said structure or alteration would not constitute a hazard to air navigation and does not require increases to minimum instrument flight altitudes within a terminal area, increases to minimum obstruction clearance altitudes, or any other operational modifications at any existing airport or heliport or any planned or proposed airport as described in FAR Part 77.21(c)(2).

POLICY 2.1.5

Create a priority development incentive program which allows development proposals that meet criteria that supports sustainable investments to qualify for streamline permitting, density bonuses, and/or reduced fees.

POLICY 2.1.6

Lauderdale Lakes will continue to implement the Flexibility and Redevelopment Unit provisions as provided for in the Land Use Implementation Section of this Element and consistent with the BCLUP and the Administrative Rules Document: Broward County Land Use Plan.

POLICY 2.1.7

Lauderdale Lakes shall use its Flexibility and Redevelopment Units to encourage development that support sustainable investments in the community and maintain an up to date inventory.

POLICY 2.1.8

Eliminate regulatory activities that are no longer tied to current or future needs.

POLICY 2.1.9

In order to provide for a broad range of current and future residents, low, moderate, and work force housing is encouraged.

OBJECTIVE 2.2: RESILIENT & INNOVATIVE INFILL AND REDEVELOPMENT

Strategically prioritize the redevelopment and revitalization of commercial corridors, priority redevelopment areas, and blighted areas by codifying resilient and innovative development principles and eliminating uses and conditions that are not in alignment with the vision of Lauderdale Lakes.

Monitoring and Evaluation:

- > The number of acres remaining in the City of Lauderdale Lakes that are in need of redevelopment or renewal, or which are developed and/or used inconsistent with the vision of Lauderdale Lakes and do not contribute to the quality of life desired by residents.
- > The change in the property values within the City and CRA limits.

POLICY 2.2.1

Lauderdale Lakes and the CRA shall continue to develop and implement programs to encourage redevelopment and private investment within identified blighted and economically distressed areas.

POLICY 2.2.2

Ensure that land uses and development standards promote the infill and redevelopment of underutilized and vacant properties, which maximize the use of existing public facilities, provide for

a mix of uses and housing types, and prioritize the provision of additional open space within the City of Lauderdale Lakes' built urban/suburban environment.

POLICY 2.2.3

Lauderdale Lakes shall use all feasible methods to eliminate existing land uses and conditions that are inconsistent with the City's adopted goals and overall vision as expressed in the Citizens' Master Plan and which are contrary to the quality of life desired by its citizens. Such methods may include effective nonconforming use and structure regulations, redevelopment incentives, the City's economic development program, incentives for business and industry relocation to the City, capital improvements, and property improvement grants, loans and programs.

POLICY 2.2.4

Prioritize infill and redevelopment efforts along commercial corridor and in Priority Redevelopment Areas (PRAs) to facilitate infill and redevelopment in strategically important locations throughout the City of Lauderdale Lakes. Proposed site development applications in these PRAs shall be reviewed for general consistency from the design concept recommendations identified in Objective 2.4.

POLICY 2.2.5

Ensure compatibility between redeveloping properties and existing adjacent uses including established single-family residential neighborhoods by regulation of building scale, design, building placement, open space, buffering, and use.

POLICY 2.2.6

To the greatest extent feasible, Lauderdale Lakes shall require multi-family housing of 16 units per acre or greater to be located near established transit corridors, or in identified Priority Redevelopment Areas.

POLICY 2.2.7

Foster improved coordination among City agencies such as the Community Redevelopment Agency, to utilize their expertise in marketing and outreach to promote redevelopment; and shall identify opportunities for new public partnerships whenever feasible.

OBJECTIVE 2.3: URBAN DESIGN AND AESTHETICS

To improve the aesthetics and safety of the natural and built environments, and create a stronger sense of place in Lauderdale Lakes, through the implementation of urban design strategies for the City, with particular focus on the Community Redevelopment Area (CRA) and the Priority Redevelopment Areas.

Monitoring and Evaluation:

- > Conduct an internal review of approved projects to ensure the implementation the objective and its supporting policies.

POLICY 2.3.1

Lauderdale Lakes shall identify and implement opportunities to enhance the public realm, including:

- a. Requiring that urban design elements within the public realm include urban open spaces, street trees, street furniture, attractive sidewalk surfacing, pedestrian-scale lighting, awnings/overhangs, and attractive transit shelters.
- b. Investing in complete street project whenever feasible,
- c. Improving way finding in the City,
- d. Providing gateway and entrance features to announce arrival into, and departure from, the City,
- e. Widen public sidewalks along major thoroughfares whenever feasible to provide for pedestrian circulation, outdoor dining, ADA compliance, and landscaping to buffer pedestrians from high speed traffic on adjacent collector and arterial roads, and

- f. Maintaining and enforcing sign regulations that balance community aesthetics, sense of place and motorist safety with way finding and effective identification of uses.

POLICY 2.3.2

Lauderdale Lakes shall continue to participate with the South Florida Regional Planning Council, the Broward MPO, and the other participating municipalities in the State Road 7 Collaborative process and the NW 31st Avenue Planning Collaborative process.

POLICY 2.3.3

Lauderdale Lakes shall continue to implement regulations that employ Crime Prevention Through Environmental Design (CPTED) principles to reduce the incidence of crime and protect the safety and welfare of its residents.

POLICY 2.3.4

Adopt standards for unified urban design, architecture, signage and landscaping for major corridors within the CRA boundaries to further assist in creating a sense of place. During the creation of the urban design standards, the City of Lauderdale Lakes shall consider the use of Universal Design in new construction, residential rehabilitation, and remodeling.

POLICY 2.3.5

Maintain and periodically update the Lauderdale Lakes Land Development Regulations to require the following design principles to be utilized for all new development and redevelopment:

- a. Encourage increased residential density adjacent to transit corridors where feasible,
- b. Engagement of the street and enhancement of the public realm by bringing buildings closer to sidewalks and adding lighting, sidewalk and landscaping improvements on portion of property adjacent to the public right-of-way where appropriate,
- c. Creation of internal street networks on larger properties,
- d. New public and open space in commercial and mixed use development,
- e. Vertical mixing of land uses and high residential densities along major thoroughfares and in Priority Redevelopment Areas,
- f. Building designs with unique architectural elements that add character and create visual interest, and
- g. Sustainable materials for landscaping and hardscaping, including Florida Friendly landscaping and porous pavement,
- h. Encourage the use of best practices development and redevelopment strategies and engineering solutions to reduce flood risk to real property in flood prone areas.

POLICY 2.3.6

Maintain and periodically update the City's design guidelines in the Land Development Regulations to address the following:

- a. Physical compatibility of the scale and massing of building, especially when adjacent to single-family residential,
- b. Setbacks that allow for new public spaces along the public roadways, including pedestrian pathways with shade trees.
- c. Building design that reflects a single architectural style and incorporates a combination of high-quality materials and colors that support and strengthen the design integrity and authenticity of the selected architectural style,
- d. Fenestration on all building facades that front a right of way,
- e. Terraces, balconies and architectural breaks to help break up the massing of larger structures,
- f. Energy efficient lighting that improves public safety and has adequate shielding to protect residential areas from glare and light pollution,
- g. Green building construction methods that are energy efficient and incorporate innovative components into building design that may include rooftop parking, recreational amenities, civic spaces and gardens on buildings with relatively large roof areas,
- h. Florida Friendly or Florida native landscaping that is drought resistant and requires minimal fertilization.

POLICY 2.3.7

Assist in building a positive community image through such activities as:

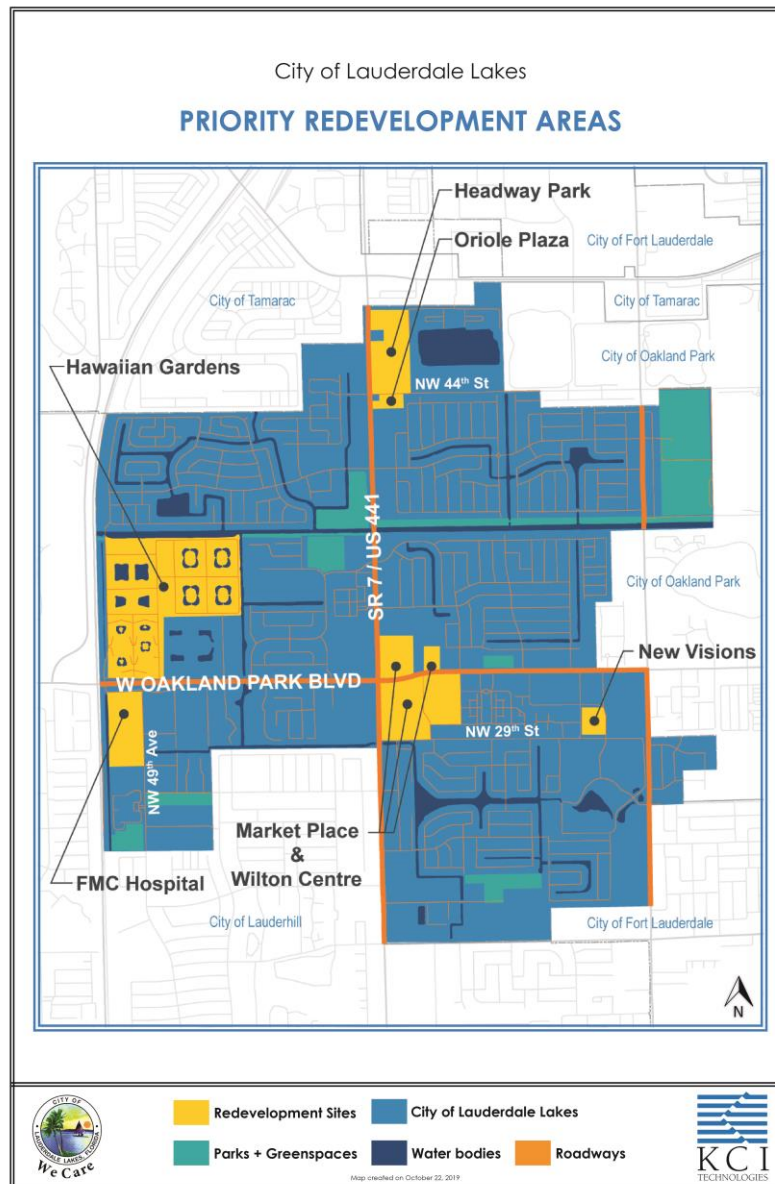
- a. Improving aesthetics through code enforcement, gateway improvements, and façade improvements,
- b. Creating opportunities for cultural activities and public art, and
- c. Investing in creation of a network of parks and pathways that enhances access to recreation and improve the quality of life of residents.

OBJECTIVE 2.4: PRIORITY REDEVELOPMENT AREAS

Prioritize the infill and redevelopment of commercial corridors and strategic priority redevelopment areas for general consistency principles and concepts in this element.

Monitoring and Evaluation:

- > Review approved projects for consistency with the following general principles and design concepts.



Policy 2.4.1 HEADWAY OFFICE PARK

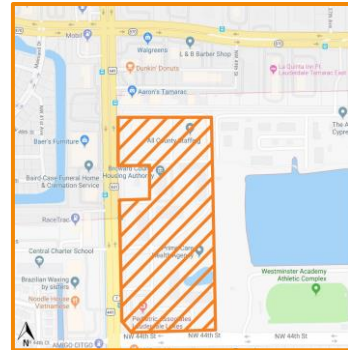
Location: Northeast corner of SR 7/US 441 and NW 44th Street.

Recommendation: Redevelop and enhance the vibrancy of the existing office park with site improvements, open space, and additional uses, including residential (in mixed-use structures), and retail.

Vision: Adaptive and flexible, accessible and interconnected, and sustainable: a reimagined Headway Office Park will be a unique business park that is designed and planned for the needs of the 21st century work force. With its expansive open and green spaces, interconnected pedestrian and bicycle pathways, compact and efficient design, and variety of uses, this innovative business hub will be an extension of the neighborhood, and could serve as the anchor and gateway for the northern boundary of the City.

Design Guidelines:

- > Protect the pedestrian and enhance the pedestrian environment and scale.
 - > Commercial and retail spaces should be placed along US 441 and designed in such a way as to enhance the pedestrian experience.
 - > On-site circulation should prioritize the pedestrian and bicyclist over the automobile.
 - > Building setbacks and placement should enhance the pedestrian experience, whenever possible.
- > Incorporate open spaces that are accessible to the public.
- > Buildings should be designed to maximize natural light and ventilation, and be cohesive and similar in aesthetic, including creating an open and translucent ground level and minimize “blind corners.”
- > Incorporate design concepts and principles which foster connected, safe, active, and successful urban environments, such as New Urbanism and Crime Prevention Through Environmental Design (CPTED).
- > Place ride share pick-up/drop-off locations, electric vehicle charging stations, and bicycle amenities close to building entrances.
- > The atmosphere within the parking lot is to be as pleasant and park-like as possible and should limit paved surfaces whenever feasible.
- > The use of sustainable, permeable materials, such as porous pavement is encouraged.
- > Ensure site lighting is sufficient to prevent dark areas and enhance safety, without causing a nuisance to neighboring properties, and is dark sky friendly.
- > Ensure consistent streetscaping details throughout all of the gateways into the City of Lauderdale Lakes.



Location Map



Existing Conditions



The central green and the pedestrian amenities along the thoroughfare roadway enhance the public realm

Policy 2.4.2 FLORIDA MEDICAL CENTER HOSPITAL PROPERTY AND PROPERTY TO THE SOUTH

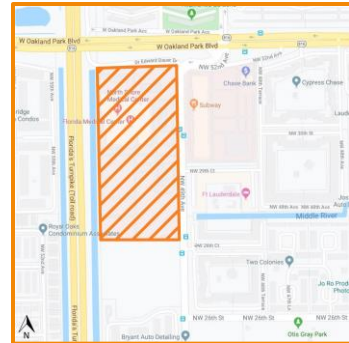
Location: NW 49th Avenue, north of Woodsdale Oaks Apartments, just east of Florida's Turnpike.

Recommendation: Through a future concurrent Future Land Use amendment and the creation of an overlay/zoning district, create a mixed-use hospital district to allow for complimentary uses such as a commercial liner in parking garages and workforce housing at a base density of 25-30 dwelling units per acre.

Vision: Allow for a mixture of housing types and densities, commercial, retail, and recreational activities, and a network of interconnected, tree lined, and accessible pedestrian pathways. The *Florida Medical Center Hospital* could serve as the anchor and gateway for the western boundary of the City and provide workforce housing to hospital employees.

Design Guidelines:

- > Low scale retail and commercial spaces should be placed along NW 49th Avenue, with minimal setback.
- > Parking should be placed at the rear of the building, not along NW 49th Avenue nor along NW 52nd Avenue/Access Road.
- > Parking structures lined with ground floor retail and commercial spaces are strongly encouraged over surface parking.
- > Protect the pedestrian and enhance the pedestrian environment and scale.
- > Develop a safe and sustainable mixed-use hospital development.
 - > Incorporate design concepts and principles which foster connected, safe, active, and successful urban environments, such as New Urbanism and Crime Prevention Through Environmental Design (CPTED).
 - > The use of sustainable, permeable, heat reflective materials should be used wherever feasible.
 - > Shade trees and Florida-friendly landscaping should be utilized.
 - > Ensure site lighting is sufficient to prevent dark areas and enhance safety, without causing a nuisance to neighboring properties, and is dark sky friendly.



Location Map



Existing Conditions



Conceptual example of infill development over surface parking



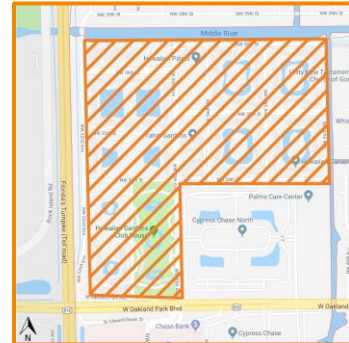
Example: this pedestrian promenade helps to promote connectivity and enhances the pedestrian environment

Policy 2.4.3 HAWAIIAN GARDENS

Location: North side of W Oakland Park Boulevard, just east of Florida's Turnpike.

Recommendation: Through a site-specific Future Land Use Amendment, allow for a higher density residential development (High density residential, at up to 50 dwelling units per acre) with concurrent site-plan approval to ensure general consistency with the City's vision.

Vision: With a focus on promoting health and wellness living, a reimagined higher density residential development on the property aims to create a dense, sustainable, affordable, and attractive residential community for all ages and abilities that creatively mitigates potential flood hazard. As the property is adjacent to the elevated Florida Turnpike and the hospital property to the south, additional height at this location would not be out scale with the surrounding conditions.



Location Map



Existing Conditions

Design Guidelines:

- > Provide a mixture of housing types to support a variety of income levels, and which include flexible spaces to support changes in market demand.
- > Encourage opportunities for social interaction and community building by incorporating flexible spaces and open / recreational spaces to support a variety of users, abilities, and activities. Additionally, including interconnected, wide, and safe walking paths, centralized mailboxes, and active and passive open and green spaces would allow for increased opportunities for social interaction.
- > Buildings should be designed to maximize natural light and ventilation, and be cohesive and similar in aesthetic.
- > Buildings should be placed in such a way that would encourage walking or bicycling over driving.
- > Prioritize flood mitigation through the application of sustainable, permeable materials, and open space areas that serve a dual role of flood mitigation and recreation whenever feasible.
- > To encourage "eyes on the street," front facades, (the bottom floor of a residential structure) should be open and translucent and continue active uses like community spaces or amenities.
- > Ensure site lighting is sufficient to prevent dark areas and enhance safety, without causing a nuisance to neighboring properties, and is dark sky friendly.
- > Prioritize the protection of the City of Lauderdale Lakes' certified open space.
- > Provide for a portion of the open space to be accessible to the public.



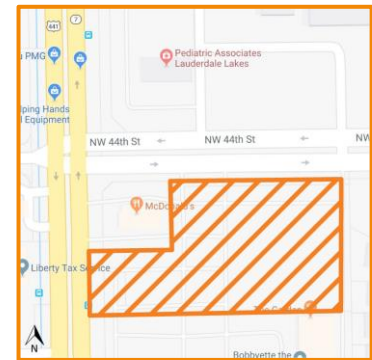
Example of how taller scale buildings are appropriate in areas adjacent to an elevated roadway, which also provide enhanced open space opportunities

Policy 2.4.4 ORIOLE PLAZA

Location: Southeast corner of SR 7/US 441 and NW 44th Street.

Recommendation: Encourage the redevelopment of the site with a mixed-use development with community serving commercial uses like grocery store, restaurants, retail, Commercial, family entertainment.

Vision: To create a safe and sustainable low to medium scale mixed-use development that is respectful of the adjacent single-family residential to the east. This vacant PRA area should be expanded to include the commercial development to the south whenever feasible and the fast food restaurant to the northwest.



Location Map

Design Guidelines:

- > Protect the pedestrian and enhance the pedestrian environment and scale.
 - > Retail spaces should be placed along US 441 and NW 44th Street to capture foot traffic.
 - > Building setbacks and placement should be minimized to enhance the pedestrian experience, whenever possible.
 - > Buildings should be designed to maximize natural light and ventilation and be cohesive and similar in aesthetic, including creating an open and translucent ground level and minimize “blind corners.”
- > All buildings on the site should be cohesive and similar in aesthetic to create a unique character and sense of place.
- > Buildings should be scaled down to two stories and/or be setback appropriately along the property lines adjacent to single-family residential.
- > A decorative lighting plan and cohesive signage / branding plan should be established for the development, which includes a public art component.
- > Develop a safe and sustainable low to medium scale mixed use development.
 - > Incorporate design concepts and principles which foster connected, safe, active, and successful urban environments, such as New Urbanism and Crime Prevention Through Environmental Design (CPTED).
 - > The use of sustainable, permeable, heat reflective materials should be used wherever feasible; porous pavement is encouraged.
 - > Shade trees and Florida-friendly landscaping should be utilized.
 - > Ensure site lighting is sufficient to prevent dark areas and enhance safety, without causing a nuisance to neighboring properties, and is dark sky friendly.



Example: awnings, pedestrian-scaled buildings and lighting, seating, and shade trees help to enhance the pedestrian realm



Example: development steps down adjacent to less dense/intense uses like single-family residential

Policy 2.4.5 NEW VISIONS

Location: Northeast corner of NW 29th Street and NW 33rd Avenue.

Recommendation: Medium density residential in the form of apartments or townhomes, at 15-20 dwelling units per acre.

Vision: To create a vibrant, sustainable, and safe neighborhood.

Design Guidelines:

- > Building design and placement should maximize natural light, ventilation, and site-wide pedestrian circulation.
- > To encourage “eyes on the street,” front facades should be translucent, not solid, include porches and balconies, and should be minimally setback from the roadway.
- > Create a safe and sustainable neighborhood.
 - > Incorporate design concepts and principles which foster connected, safe, active, and successful urban environments, such as New Urbanism and Crime Prevention Through Environmental Design (CPTED).
 - > The use of sustainable, permeable, heat reflective materials should be used wherever feasible.
 - > Shade trees and Florida-friendly landscaping should be utilized.
 - > Ensure site lighting is sufficient to prevent dark areas and enhance safety, without causing a nuisance to neighboring properties, and is dark sky friendly.



Location Map



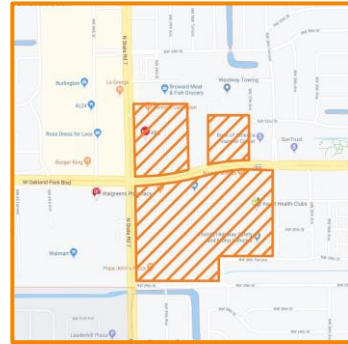
Existing Conditions



Policy 2.4.6 MARKET PLACE & WILTON CENTRE

Locations: *Market Place* - Southeast corner of W Oakland Park Boulevard and SR 7/US 441. *Wilton Centre* – Northeast corner of W Oakland Park Boulevard and SR 7/US 441.

Recommendation: Encourage mixed use and an approximate density of high density residential in the form of apartments or townhomes, at 25-50 dwelling units per acre with redevelopment or flexibility units. Allow for both the horizontal and vertical mixing of uses within a newly created street grid network. Residential uses shall be required as the principal component with at least two non-residential uses as an additional principal uses such as retail, office, restaurants and personal services, hotel/motel, light industrial (including “live work” buildings), research business, civic and institutional.



Location Map - Top: Wilton Centre; Bottom: Market Place

Vision: To transform Market Place Plaza into a City Center district that is an active, diverse, well connected, and prosperous mixed-use destination. This concept could be implement through phased infill development and incremental new urbanism, or through a complete redevelopment of the property. The City Center concept could be applied to the larger commercial properties located on each of the four corners of the W Oakland Park Boulevard and U.S. 441 intersection.

Design Guidelines:

- > Establish an internal grid street network with a street hierarchy within the property, which should connect to the adjacent commercial and residential properties whenever feasible.
- > Protect the pedestrian and enhance the pedestrian environment and scale.
 - > Building setbacks should be minimized, in order to enhance the pedestrian experience.
 - > Retail spaces should be placed along W. Oakland Park Boulevard / U.S. 441.
 - > Courtyards, plazas, and squares with well-defined edges and are open to the public, such as buildings and foliage, are required.
 - > Ground floor commercial and retail spaces should include translucent facades.
 - > Parking structures with decorative wrapping on the parking levels and ground floor retail are encouraged over surface parking lots.
- > Create a “gateway experience” to the City on the property that establishes a unique character and sense of place on the property and adjacent public roadways.
 - > Entrances and the intersection of W. Oakland Park Boulevard and U.S. 441 should be marked with gateway signage and vibrant Florida friendly landscaping welcoming visitors to Lauderdale Lakes and City Center District.
 - > A decorative lighting plan should be developed with branded banners at gateways and along the internal main street.
 - > Include a public art component.
 - > Ensure consistent streetscaping details throughout all the gateways into the City of Lauderdale Lakes.
- > Create a safe and sustainable City Center development.



Existing Conditions (Wilton Centre)



Existing Conditions (Market Place)

- > The use of sustainable, permeable, heat reflective materials should be used wherever feasible.
- > Shade trees and Florida-friendly landscaping should be utilized.
- > Incorporate design concepts and principles which foster connected, safe, active, and successful urban environments, such as New Urbanism and Crime Prevention Through Environmental Design (CPTED).
- > Ensure site lighting is sufficient to prevent dark areas and enhance safety, without causing a nuisance to neighboring properties, and is dark sky friendly.



Example: Complimentary architecture and building types create a walkable mixed-use development



Example concept of an infill mixed-use structure with retail wrapped parking garage.

GOAL 3: PUBLIC FACILITIES AND TRANSIT

Support multi-modal transportation facilities to optimize use of the regional transportation network to move people, goods, and services safely and efficiently while incorporating and promoting Complete Streets principles where appropriate in a context sensitive manner.



OBJECTIVE 3.1: PUBLIC FACILITIES

To ensure the availability of public utility and multi-modal transportation facilities and services necessary to support proposed development.

Monitoring and Evaluation:

- > Continuing to require through the Lauderdale Lakes Land Development Regulations, Code of Ordinances and the City and County platting and subdivision regulations the dedication of public utility and transportation easements and rights-of-way to agencies responsible for providing public utility services.

POLICY 3.1.1

Accommodate and support Complete Streets features and technology into County and City roadways where practical, context sensitive, and financially feasible.

POLICY 3.1.2

Capitalize on intergovernmental coordination and technical assistance opportunities City, including coordination with the Florida Department of Transportation (FDOT) regarding access management, transit, parking, and streetscaping proposals.

POLICY 3.1.3

Lauderdale Lakes shall continue to require the dedication of easements and rights-of-way to acquire suitable land for utilities and transportation facility development.

POLICY 3.1.4

In order to protect the existing and future right of way from building encroachment and ensure proper accessibility to the roadway and transit network the City shall:

- a. Require that at the time of plat recordation, rights-of-way shall be conveyed to the public by deed or easement sufficient to address the impact of development on transportation needs and to meet the requirements of the Broward County Trafficways Plan.
- b. The City shall adopt and implement land development regulations to provide for the reservation and acquisition of rights-of-way sufficient to meet the requirements of the Broward County Trafficways Plan.
- c. Protect the transportation corridors identified on the Broward County Trafficways Plan, and shall require that development is set back from identified rights-of-way when issuing development orders while providing an administrative relief process to ensure such set back does not deny all beneficial use of the property proposed for development.

POLICY 3.1.5

Lauderdale Lakes shall continue to regulate the subdivision of land to ensure compliance with adequate access, right-of-way dedication and off-site improvement requirements, to ensure the interconnectivity of streets, access control to protect the regional roadway network, and adequate utilities and drainage.

POLICY 3.1.6

Educate the community about complete street principles and concepts as part of planning processes to build support and understanding for future policy and regulatory changes.

OBJECTIVE 3.2 MULTI-MODAL AND TRANSIT INTEGRATION

To support and encourage multi-modal transportation options in private development projects and in public infrastructure revitalization projects throughout the City of Lauderdale Lakes.

POLICY 3.2.1

The City of Lauderdale Lakes shall support transit-oriented development, including encouraging structured parking and parking requirements that are not prohibitive to such development.

POLICY 3.2.2

The City of Lauderdale Lakes shall, within one year of adoption of its Comprehensive Plan amendments, review its Land Development Regulations to ensure consistency with Future Land Use designations along the State Road 7 / U.S. 441 and Oakland Park Boulevard corridors, and to ensure that they enable transit-supportive intensities and vertical mixing of land uses.

POLICY 3.2.3

Transit shelters shall be integrated into site plans or buildings to the extent possible, and in all cases, shall be designed to be attractive, comfortable and convenient.

POLICY 3.2.4

The Lauderdale Lakes Land Development Regulations shall encourage pedestrian and bicycle travel by providing for exceptional pedestrian and bicycling infrastructure including, but not limited to wide, continuous and well-maintained sidewalks and bike ways adequately separated from traffic; shade provided through street trees, awnings, arcades or the like; a high degree of natural surveillance opportunities from roadways and adjacent businesses and residences (via buildings built close to the street with front porches and balconies, and large, frequent window openings) to enhance safety; adequate lighting for way finding and safety; way finding signage; engaging streetscapes; safe and convenient bicycle lock-ups; frequent shelter opportunity from wind and wind-driven rain; workplaces with shower and changing facilities; and, an array of businesses and services distributed along pedestrian and bicycle routes that cater to pedestrians and bicyclists, such as bicycle repair stores, bicycle and scooter rental stores, and food and beverage stores.

POLICY 3.2.5

The City of Lauderdale Lakes shall, through its Land Development Regulations, encourage the use of sidewalks, bikeways, lighting, surface treatments, narrower vehicle lane widths, signs and signals to help slow traffic on neighborhood streets, to encourage pedestrian-friendly uses.

POLICY 3.2.6

The City of Lauderdale Lakes shall, through its Land Development Regulations, promote pedestrian orientation by providing for pedestrian linkages between developments and neighborhoods.

GOAL 4: SUSTAINABLE AND ENERGY EFFICIENT INVESTMENT

Balance land use and revitalization efforts with proactive approaches to energy efficiency, sustainability, hazard mitigation, and resource protection.



OBJECTIVE 4.1 ENERGY EFFICIENCY AND REDUCTION OF GREENHOUSE GAS EMISSIONS

The City of Lauderdale Lakes shall support the State's efforts to reduce greenhouse gas emissions and to promote energy efficiency and conservation through the development and implementation of local policies and programs.

Monitoring and Evaluation:

- > The effectiveness of the following policies at reducing greenhouse gas emissions and promoting energy efficiency shall be monitored and evaluated every seven years in conjunction with the City of Lauderdale Lakes' Evaluation and Appraisal Report (EAR).
- > Evaluate the effectiveness of information and resources provided to residents to make sure they are utilized.

POLICY 4.1.1

Support energy efficiency and the use of renewable energy resources in existing housing and in the design and construction of new housing.

POLICY 4.1.2

Review the Lauderdale Lakes Land Development Regulations to identify any regulatory barriers to promoting green building (e.g., prohibition of photovoltaic panels). Upon identification of regulatory barriers to said program, the City shall amend the Land Development Regulations as necessary to support energy efficiency and the use of renewable energy resources while continuing to ensure compatibility and a high standard of development.

POLICY 4.1.3

Update the Lauderdale Lakes Land Development Regulations to support residential and commercial construction that meets the United States Green Building Council (USGBC) Leadership in Energy and Environmental Design (LEED) rating system, the Green Building Initiative's Green Globes rating system, the Florida Green Building Coalition standards, or another nationally or state recognized, high-performance green building rating system as recognized by the City Manager or designee.

POLICY 4.1.4

The Community Development Services Department shall encourage residents, businesses, and developers to embrace low impact development practices including green buildings by providing readily-available information and resources to these parties. Information and resources may include how-to-guides or information on available funding sources for green development or energy efficient improvements (e.g., tax credits, low interest loans, grants).

POLICY 4.1.5

Amend the Lauderdale Lakes Land Development Regulations to include incentives (e.g., expedited review process, density/intensity bonus) for constructing green-certified buildings or implementing low impact development practices as identified by the City of Lauderdale Lakes.

POLICY 4.1.6

Continue to support the efforts of local utility providers to reduce energy and water consumption of residences and businesses in the City of Lauderdale Lakes.

POLICY 4.1.7

Encourage development with energy conserving design that is consistent with the sustainable development policies of the Conservation Element including, but not limited to energy and environmental conservation and water reuse best practices. The City of Lauderdale Lakes will coordinate with Broward County to pursue the establishment of mandatory reuse zones for reclaimed water.

POLICY 4.1.8

Implement a Tree Inventory and Planting Program, as described in the Conservation Element to replace tree canopy lost to storms, to enhance the appearance and property values of residential neighborhoods, to reduce energy demand, to facilitate pedestrian and bicycle travel, and to contribute to an enticing business environment.

POLICY 4.1.9

Coordinate with Broward County for review all proposed development with respect to the potential for related impacts to the regional air quality, negative impacts eliminated or effectively mitigated.

POLICY 4.1.10

Landfills and resource recovery facilities shall be planned to minimize impacts on adjacent existing or planned uses.

OBJECTIVE 4.2 NATURAL RESOURCE PROTECTION

To ensure the protection of natural resources and a climate-resilient future.

Monitoring and Evaluation:

- > The adoption and enforcement of standards and regulations that protect natural resources and consider resiliency against the impacts of climate change.

POLICY 4.2.1

Protect wellfields in accordance with Broward County's Wellfield Protection Ordinance.

POLICY 4.2.2

Prohibit industrial uses within Wellfield Protection Zones of Influence consistent with Broward County regulations.

POLICY 4.2.3

When it is determined to be practical and financially feasible, require land uses currently on septic systems to be connected to central wastewater treatment facilities, with priority given to those land uses in proximity to surface waters. New septic tanks shall only be permitted by the Florida Department of Health as consistent with Broward County's Water, Sanitary Sewer, and Septic Tank Ordinance.

POLICY 4.2.4

Ensure adequate pervious surface areas throughout the City of Lauderdale Lakes to promote natural groundwater recharge and filtration through the City's Land Development Regulations.

POLICY 4.2.5

Encourage the preservation of open space areas. Amendments to the Lauderdale Lakes Land Use Plan, which would result in the loss of open space, shall be evaluated to determine how the applicant will provide equivalent or better open space and recreation facilities to meet the level of service requirements, and how the negative impacts of the loss of open space on surrounding neighborhoods will be minimized or mitigated.

POLICY 4.2.6

Incorporate designs which are environmentally sensitive (i.e. reduction of impervious surfaces, alternative pavement materials for overflow parking lots).

POLICY 4.2.7

To minimize soil erosion on new construction sites, the City of Lauderdale Lakes shall continue to require treatment and other measures consistent with Chapter 27 of the Broward County Code.

POLICY 4.2.8

No new solid-fill transportation facilities or similar structures shall be permitted within Broward County's identified water conservation areas without provisions for maintaining the freshwater sheet flow.

POLICY 4.2.9 MINING

The City of Lauderdale Lakes' land development regulations shall require protective measures such as restrictions regarding blasting, noise, and air quality as well as fencing during excavation and shall provide that slopes be maintained after excavation of mining pits to provide for shallow water aquatic habitat, in order to protect the health, safety and welfare of Broward County's residents.

OBJECTIVE 4.3 HAZARD MITIGATION & DISASTER RECOVERY

Lauderdale Lakes shall assess its risk of hazards and reduce its exposure to natural and man-made disasters through proactive mitigation.

Monitoring and Evaluation:

- > Complete a hazard and risk exposure evaluation and mitigation action plan.
- > Re-evaluate impact from sea-level rise every 7 years; no impact is projected through 2040.

POLICY 4.3.1

Continue to enforce the City of Lauderdale Lakes' flood damage prevention land development regulations and the flood resistant construction provisions of the Florida Building Code, including minimum base flood elevation requirements.

POLICY 4.3.2

Evaluate participation in the National Flood Insurance Program Community Rating System to reduce insurance premiums for residents.

POLICY 4.3.3

Seek funding and partnerships to include blue green infrastructure components in parks or facilities in flood prone areas and adjacent to canals.

POLICY 4.3.4

In conjunction with Broward County, develop and implement post-disaster redevelopment and hazard mitigation land use controls and development regulations including strong preventive measures, to protect the health, safety and welfare of City of Lauderdale Lakes' current and future residents.

POLICY 4.3.5

Coordinate with Broward County on the adoption of a countywide long-term recovery and redevelopment strategy, which focuses on immediate recovery needs and establishes an orderly process for reviewing private and public redevelopment proposals to restore the economic and social viability of the community in a timely fashion.

OBJECTIVE 4.4 PROTECTION OF HISTORICAL AND ARCHAEOLOGICAL RESOURCES

The City of Lauderdale Lakes shall continue to identify and protect structures and sites that are historically or archaeologically significant.

Monitoring and Evaluation:

- > At least once every seven years, the City of Lauderdale Lakes shall review the Florida Master Site File and National Register of Historic Places to determine if there are any historically and archaeologically significant resources within the City.

POLICY 4.4.1

Maintain an inventory of historically and archeologically significant properties and protect those structures and sites from degradation and loss.

POLICY 4.4.2

Continue to implement procedures in the Lauderdale Lakes Land Development Regulations to ensure the continued protection of historically and archaeologically significant resources.

POLICY 4.4.3

The City shall draw upon information contained of the Broward County Historical Commission, the Florida Master Site File, and the National Register of Historic Places to help identify potential historical and archaeological significant resources in the City.

POLICY 4.4.4

Continue to coordinate resource protection activities with applicable state and federal laws.

OBJECTIVE 4.5 PROTECTION OF CITY WATERWAYS

The City shall protect and enhance the natural qualities of Lauderdale Lakes' canal system and groundwater.

POLICY 4.5.1

The City of Lauderdale Lakes shall require all development in the flood hazard areas to comply with the provisions of the City's Flood Prevention and Protection Ordinance.

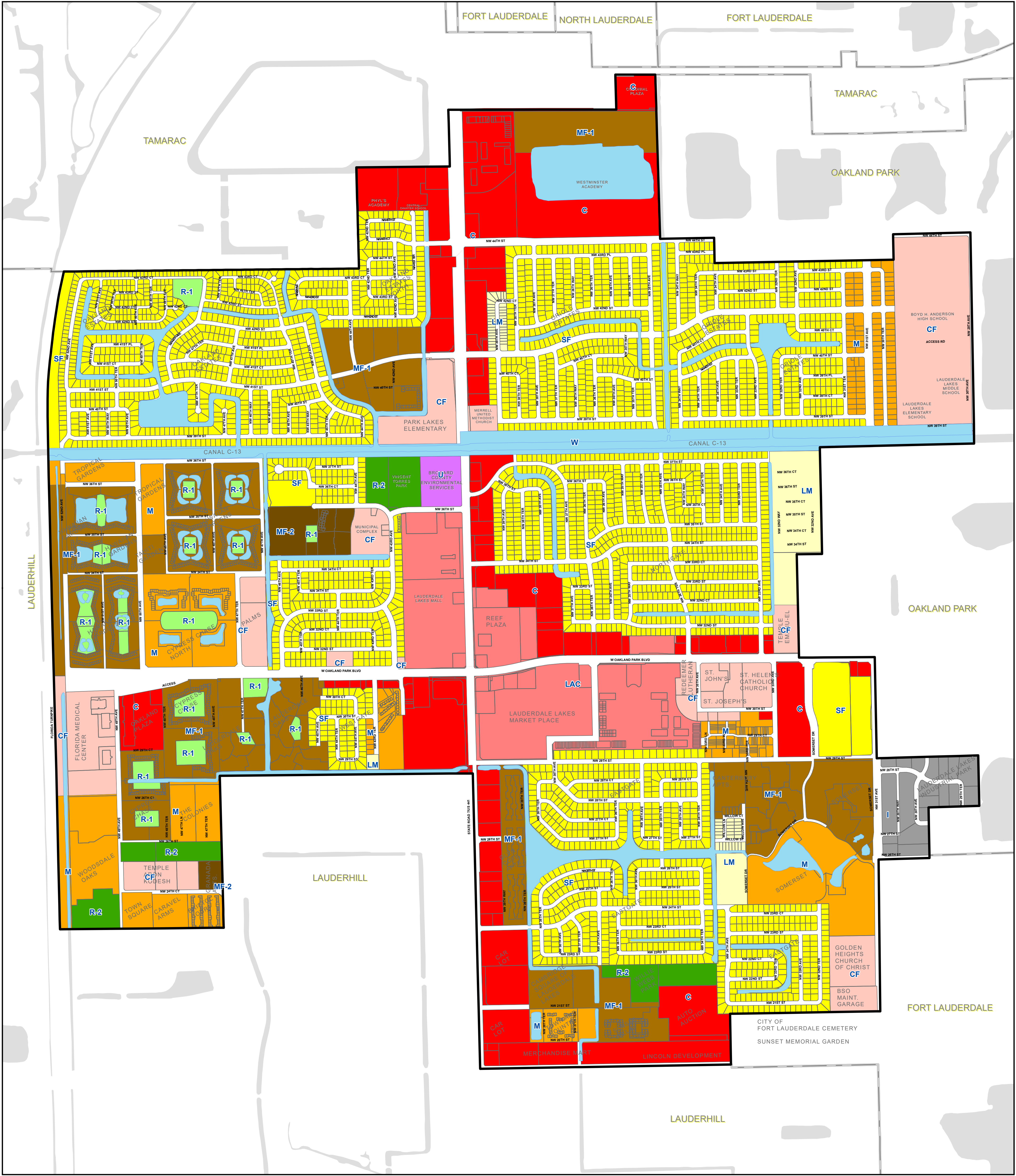
POLICY 4.5.2

All new development and redevelopment projects shall be designed to minimize the introduction of pollutants into stormwater runoff, to the maximum extent practicable, as well as, minimize the amount of runoff through the incorporation of appropriate best management practices.

EXHIBIT E

CITY OF LAUDERDALE LAKES

Future Land Use Map



LAND USE CLASSIFICATIONS

- SF** SINGLE FAMILY (UP TO 5 DU/ACRE)
- LM** LOW MEDIUM RESIDENTIAL (6 TO 9.9 DU/ACRE)
- M** MULTI-FAMILY RESIDENTIAL (10 TO 16 DU/ACRE)
- MF-1** MEDIUM MULTI-FAMILY RESIDENTIAL (UP TO 25 DU/ACRE)
- MF-2** HIGH MULTI-FAMILY RESIDENTIAL (UP TO 50 DU/ACRE)
- C** COMMERCIAL

OTHER MAP FEATURES

- LAC** LOCAL ACTIVITY CENTER
- R-1** PRIVATE RECREATION
- R-2** PUBLIC RECREATION
- CF** COMMUNITY FACILITIES
- I** INDUSTRIAL
- U** UTILITIES
- LAUDERDALE LAKES MUNICIPAL BOUNDARY
- PARCEL/LOT LINES
- WATER BODIES
- ADJACENT MUNICIPAL BOUNDARIES

MELLEGREN PLANNING
3350 NW 53rd Street, Suite 101
Fort Lauderdale, FL 33309
www.floridaplanning.net

Absolute Scale: 1:7,200

Relative Scale: 1 inch = 600 feet

0 300 600 1,200 Feet

Map Date: June 2018

Source: Base data (roadways, water features, municipal boundaries) obtained from Broward County Geographic Information Systems Department download page, last accessed November, 2014. Future land use data obtained from the City of Lauderdale Lakes.

Note: Road rights-of-way derive their land use designations from abutting land uses, up to the right-of-way centerline.

EXHIBIT F



CITY OF LAUDERDALE LAKES

COMPREHENSIVE PLAN

FUTURE LAND USE

LEGEND

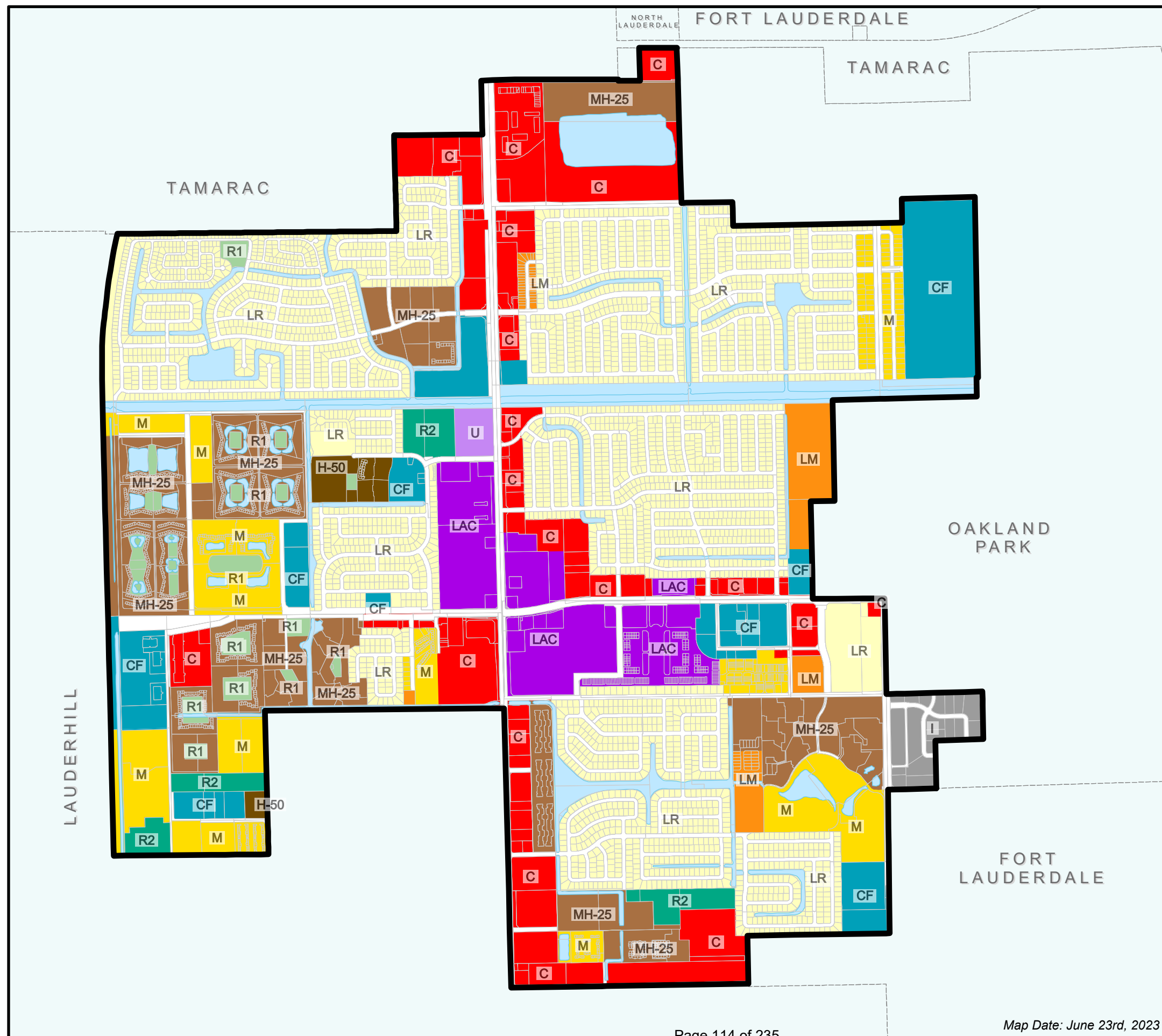
	City Boundary		Low (5) Residential
	Commercial		Low Medium (10) Residential
	Community Facilities		Medium (16) Residential
	Local Activity Center		Medium-High (25) Residential
	Private Recreation		High (50) Residential
	Public Recreation		Water
	Industrial		Utilities

NOTE: Road rights-of-way derive their land use designations from abutting land uses, up to the right-of-way centerline.



0 0.25 0.5
Miles

Source: City of Lauderdale Lakes + BCPA April 2021 Data



CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: Yes

Contract Requirement: Yes

Title

RESOLUTION 2024-019 AWARDING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST RESPECTIVELY THAT CERTAIN CONTRACT NO. ITB 24-6310-03B TO ATC ENGINEERING, INC. TO CONDUCT THE NW 49TH AVENUE ROADWAY AND DRAINAGE IMPROVEMENT PROJECT FOR AN AMOUNT NOT TO EXCEED ONE MILLION TWO HUNDRED FORTY THOUSAND ONE HUNDRED AND TWENTY TWO DOLLARS (\$1,240,122.00) AND FURTHER AUTHORIZING AN AWARD OF ONE HUNDRED AND FIFTY THOUSAND DOLLARS (\$150,000) FOR A CONTINGENCY WITH A TOTAL AMOUNT NOT TO EXCEED OF ONE MILLION THREE HUNDRED NINETY THOUSAND ONE HUNDRED TWENTY TWO DOLLARS (\$1,390,122.00)

Summary

This resolution awards and authorizes the Mayor and the City Clerk to execute a contract with ATC Engineering, Inc, In the amount of \$1,390,122 to construct the NW 49th Avenue Roadway and Drainage Improvement project.

Staff Recommendation

Background:

The City of Lauderdale Lakes solicited qualified Contractors to provide drainage and roadway improvements along NW 49th Avenue from West Oakland Park Boulevard to the south City limits.

The solicitation for the NW 49th Roadway Improvement Project was solicited in the City's electronic bid system, DemandStar.com from December 8, 2023 until February 16, 2024. The solicitation was broadcast to 1,934 suppliers and there were 63 planholders. The solicitation was further advertised in the Sun Sentinel, a newspaper of general circulation, on December 8, 2023.

The solicitation was declared closed February 16, 2024, and bids opened. The City received eight (3) bid responses and results are below:

Contractor	Location	Price Estimate	Days to Complete
ATC Engineering, Inc.	Miami, FL	\$1,240,122	240
RG Underground Engineering, Inc.	Miami, FL	\$1,312,340	330
Absolute Construction Services, Inc.	Miramar, FL	\$1,488,219	360
Sun Up Enterprises, Inc.	Weston, FL	\$1,899,476	365
FG Construction, LLC	Tamarac, FL	\$1,939,684	360
Emerald Construction Corporation dba Neucor Construction	Hallandale Beach, FL	\$2,092,268	360
DP Development, LLC	Palm Springs, FL	\$2,239,218	360
Homestead Concrete & Drainage	Homestead, FL	\$3,568,337	360

Staff recommend the City Commission award the contract to ATC Engineering, Inc., which represents the lowest, responsive, and deemed most responsible bid in an amount not to exceed \$1,240,122. A contingency of \$150,000 is requested for unforeseen conditions that may present themselves after construction begins for a total of \$1,390,122.

Further, the solicitation requested an optional price estimate for conflict structure. This amount is \$13,000. It

is requested that if this optional item is required, that the City Manager is allowed to authorized the additional cost to the City.

City staff is requesting a not to exceed cost of \$1,390,122 to complete this project.

This project is funded through the Florida Resilient Grant and funds appropriated from the Stormwater Management Fund balance. Additionally, this project was approved in the City’s Five-Year CIP Plan.

Funding Source:

This project is funded through the Florida Resilient Grant and funds appropriated from the Stormwater Management Fund balance.

Fiscal Impact:

There is a fiscal impact of \$1,390,122 for this project. This project however was approved in the City’s Five-Year CIP Plan and the FY2024 approved budget.

Sponsor Name/Department: Ronald Desbrunes, P.E. Public Works Director

Meeting Date: 3/26/2024

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Resolution 2024-019 Authorizing Contract Award to ATC Engineering Inc for NW 49th Ave Roadway and Drainage Improvement Project	Resolution
<input type="checkbox"/> Agreement	Exhibit
<input type="checkbox"/> Backup Material	Backup Material
<input type="checkbox"/> Location Map	Backup Material

RESOLUTION 2024-019

A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA, IN ACCORDANCE WITH SECTION 82-356(a)(3) OF THE LAUDERDALE LAKES PROCUREMENT CODE, AWARDED AND AUTHORIZING THE MAYOR AND THE CITY CLERK TO EXECUTE, AND ATTEST, RESPECTIVELY, THAT CERTAIN CONTRACT NO. ITB 24-6310-03B TO ATC ENGINEERING, INC., TO CONDUCT THE NW 49TH AVENUE ROADWAY AND DRAINAGE IMPROVEMENT PROJECT FOR AN AMOUNT NOT TO EXCEED ONE MILLION TWO HUNDRED FORTY THOUSAND ONE HUNDRED TWENTY-TWO AND NO/100 DOLLARS (\$1,240,122.00); FURTHER AUTHORIZING AN AWARD OF ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$150,000.00) FOR A CONTINGENCY WITH A TOTAL AMOUNT NOT TO EXCEED ONE MILLION THREE HUNDRED NINETY THOUSAND ONE HUNDRED TWENTY-TWO AND NO/100 DOLLARS (\$1,390,122.00); A COPY SAID CONTRACT AWARD IS ATTACHED HERETO AS **EXHIBIT A**, AND A DRAFT COPY OF WHICH CAN BE INSPECTED IN THE OFFICE OF THE CITY CLERK; PROVIDING FOR THE ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lauderdale Lakes ("City") solicited qualified contractors to provide drainage and roadway improvement services along Northwest 49th Avenue from West Oakland Park Boulevard to the south City limits in accordance with Invitation to Bid No. 24-6310-03B ("ITB");

WHEREAS, the City's solicitation for bid responses to the ITB was advertised through the City's electronic bid system, DemandStar.com, for the time period beginning on December 8, 2023, and ending on February 16, 2024;

WHEREAS, on December 8, 2023, the City's solicitation of the ITB was further advertised in the Sun Sentinel, a local newspaper of general circulation;

WHEREAS, the solicitation of the ITB was broadcasted to 1,934 suppliers, and there were 63 plan holders;

1 WHEREAS, the solicitation was declared closed on February 16, 2024, and bids opened;

2 WHEREAS, the City received bid responses from eight (8) contractors: ATC Engineering,
3 Inc. ("ATC Engineering"), RG Underground Engineering Inc., Absolute Construction Services, Inc.,
4 Sun Up Enterprises, Inc., FG Construction, LLC, Emerald Construction Corporation d/b/a Neucor
5 Construction, DP Development, LLC, and Homestead Concrete & Drainage;

6 WHEREAS, based on the analysis of the bid responses City Staff recommends that the City
7 Commission award Contract No. ITB24-6310-03B to ATC Engineering, Inc. which represents the
8 lowest, responsive, and deemed most responsible bid for an amount not to exceed One Million
9 Two Hundred Forty Thousand One Hundred Twenty-Two and No/100 Dollars (\$1,240,122.00) to
10 provide drainage and roadway improvements with a contingency amount not to exceed One
11 Hundred Fifty Thousand and No/100 Dollars (\$150,000.00) for total amount not to exceed One
12 Million Three Hundred Ninety Thousand One Hundred Twenty-Two and No/100 Dollars (\$1,390,
13 122.00);

14 WHEREAS, the solicitation further requested an optional price estimate for conflict
15 structure in an amount of Thirteen Thousand and No/100 Dollars (\$13,000.00);

16 WHEREAS, City Staff is requesting that if this optional item is required, that the City
17 Manager is allowed to authorize the additional cost to the City;

18 WHEREAS, City Staff is requesting an amount not to exceed One Million Three Hundred
19 Ninety Thousand One Hundred Twenty-Two and No/100 Dollars (\$1,390, 122.00);

20 WHEREAS, this project is funded through the Florida Resilient Grant and funds
21 appropriated from the Stormwater Management Fund balance. This project was also approved
22 in the City's Five-Year CIP Plan; and

1 WHEREAS, if approved, City Staff will commence execution upon acceptance and approval
2 of all required documents.

3 NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF
4 LAUDERDALE LAKES, as follows:

5 SECTION 1. ADOPTION OF RECITALS: The foregoing RECITALS are hereby ratified and
6 confirmed as being true, and the same are hereby incorporated by reference and made part of
7 this Resolution.

8 SECTION 2. AUTHORITY: The City Commission hereby awards and authorizes the
9 Mayor and City Clerk to execute and attest, respectively, that certain contract award to ATC
10 Engineering, Inc., for an amount not to exceed One Million Two Hundred Forty Thousand One
11 Hundred Twenty-Two and No/100 Dollars (\$1,240,122.00) to provide drainage and roadway
12 improvements along NW 49th Avenue from West Oakland Park Boulevard to south City limits,
13 with a contingency amount not to exceed One Hundred Fifty Thousand and No/100 Dollars
14 (\$150,000.00) for total amount not to exceed One Million Three Hundred Ninety Thousand One
15 Hundred Twenty-Two and No/100 Dollars (\$1,390, 122.00), and the City Commission further
16 authorized the City Manager to incur and expend funds for the optional price estimate for conflict
17 structure in an amount of not to exceed Thirteen Thousand and No/100 Dollars (\$13,000.00),
18 pursuant to that certain Contract ITB 24-6310-03B; a copy of said contract is in substantially the
19 form as attached hereto as **Exhibit A** and incorporated herein by reference.

20 [REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
21
22

SECTION 3. EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

ADOPTED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES AT ITS REGULAR MEETING HELD MARCH 26, 2024.

VERONICA EDWARDS PHILLIPS, MAYOR

ATTEST:

VENICE HOWARD, CMC, CITY CLERK

Approved as to form and legality
for the use of and reliance by the
City of Lauderdale Lakes only:

Sidney C. Calloway, City Attorney

Sponsored by: Ronald Desbrunes, P.E., Director of Public Works

VOTE:

Mayor Veronica Edwards Phillips	_____ (For)	_____ (Against)	_____ (Other)
Vice-Mayor Mark Spence	_____ (For)	_____ (Against)	_____ (Other)
Commissioner Tycie Causwell	_____ (For)	_____ (Against)	_____ (Other)
Commissioner Karlene Maxwell-Williams	_____ (For)	_____ (Against)	_____ (Other)
Commissioner Sharon Thomas	_____ (For)	_____ (Against)	_____ (Other)



CITY OF LAUDERDALE LAKES CONSTRUCTION CONTRACT AGREEMENT

THIS AGREEMENT is made and entered into as of this _____ day of _____, 2024, between the CITY OF LAUDERDALE LAKES FLORIDA, a Florida municipal corporation, (CITY), and ATC ENGINEERING, INC. (CONTRACTOR), (Parties).

WHEREAS, the CITY desires to retain a CONTRACTOR for the Project as expressed in its Invitation to Bid No. **ITB#24-6310-03B** for NW 49TH AVENUE ROADWAY AND DRAINAGE IMPROVEMENT PROJECT, which closed on February 16, 2024; and

WHEREAS, the CONTRACTOR has expressed its willingness and capability to perform the necessary work to accomplish the Project.

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

ARTICLE 1 - DEFINITIONS

Wherever used in this Agreement or in the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural forms:

1.1 Agreement - The written agreement between CITY and CONTRACTOR covering the Work to be performed including other Contract Documents that are attached to or incorporated in the Agreement. Also referred to as "Contract".

1.2 Change Order - A document which is signed by the CITY and authorizes an addition, deletion or revision in the Work within the general scope of this Agreement, or an adjustment in the Term or Compensation, issued on or after the Effective Date of the Agreement.

1.3 CITY - The City of Lauderdale Lakes or its authorized agents, inspectors or representatives acting within the scope of duties entrusted to them by the CITY.

1.4 Contractor - The individual, partnership, corporation, joint-venture, or other legal entity with whom the CITY has entered into the Agreement.

1.5 Contract Documents - The Contract Documents shall consist of the Drawings, Plans and Specifications, Notice to Proceed, Certificate(s) of Insurance, Payment and Performance Bonds and any additional documents which are required to be submitted under the Contract, and all amendments, modifications and supplements, change orders and work directive changes issued on or after the effective date of the Agreement.

1.6 Drawings - The drawings which show the character and scope of the Work to be performed and which are referred to in the Contract Documents.

1.7 Engineer - The CITY'S Engineer of the City of Lauderdale Lakes, Florida, or the authorized agents, inspectors or representatives acting within the scope of duties entrusted to them by the CITY.

1.8 Notice to Proceed - A written notice given by CITY to CONTRACTOR fixing the date on which the Work shall commence and the CONTRACTOR begins to perform its obligations under the Contract Documents.

1.9 Specifications - Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship regarding the project.

1.10 Worksite – Location(s) inclusive of each site described in the plans and/or specifications.

ARTICLE 2 - CONTRACT DOCUMENTS

2.1 Enumeration of Contract Documents:

The Contract Documents comprise the entire agreement between CITY and CONTRACTOR and consist of the following:

- (1) This Agreement.
- (2) Construction performance bond.
- (3) Construction payment bond.
- (4) Insurance certificate(s) per ITB requirements.
- (5) Notice of Award and Notice to Proceed.
- (6) Request for Proposal and the Specifications prepared by the CITY (Exhibit 1)
- (7) CONTRACTOR's Response to the CITY's Invitation to Bid No. ITB#24-6310-03B dated February 16, 2024, (Exhibit 2).
- (8) Schedule of Prices.
- (9) Standard General Conditions of the Construction contract for the City of Lauderdale Lakes Florida (Exhibit 3).

Any amendments executed by the CITY and the CONTRACTOR shall become part of this Agreement. Documents not included in this Article do not, and shall not, form any part of this Agreement. In the event of any conflict between the documents or any ambiguity or missing specification or instruction, the following priority is established:

- a. Specific direction from the City Commission (or designee).
- b. This Agreement dated_____.
- c. Exhibit 1. Invitation to Bid 24-6310-03B
- d. Exhibit 2. Bid submitted February 16, 2024
- e. Exhibit 3. Standard General Conditions of the Construction Contract.

2.2 Conflict, Error or Discrepancy:

If, during the performance of the Work, CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, CONTRACTOR shall so report to the CITY, in writing at once and, before proceeding with the Work affected, shall obtain a written interpretation or clarification from CITY.

2.3 Representation of CONTRACTOR:

Execution of the Contract by the CONTRACTOR is a representation that CONTRACTOR has visited the Work site and is familiar with the local conditions under which the Work is to be performed.

ARTICLE 3 - SCOPE OF WORK

The CONTRACTOR shall furnish all labor, materials and equipment and perform all the necessary work in the manner and form provided in the contract documents.

ARTICLE 4 - TERM

The Work to be performed under this Agreement shall commence upon the date specified in the Notice to Proceed and, subject to authorized adjustments, shall be completed within 240 Days but no later than one (1) year after the execution of this Agreement. CONTRACTOR agrees that all Work under this Agreement shall be pursued on schedule, diligently and uninterrupted at a rate of progress which will ensure full completion within the agreed term. Failure to achieve timely, substantial and/or final completion shall be regarded as a material breach of this Agreement, and shall be subject to the appropriate remedies including but not limited to liability for liquidated damages in accordance with Article 10.

ARTICLE 5 - COMPENSATION

CITY shall pay CONTRACTOR for the performance of all work, in accordance with Article 13, subject to additions and deductions by Change Order as provided in this Agreement, up to as full compensation for this Project only. Compensation for future performance and work must be approved by City Commission.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.1 Liability for Contracted Work:

As an inducement for CITY to enter into this Agreement, CONTRACTOR has represented an expertise in professional construction of public construction projects by qualified and licensed general construction contractors. In reliance upon those representations, CITY hired CONTRACTOR to construct the Project. CONTRACTOR shall be liable for any defective or negligent work, whether patent or latent, and/or any negligence, strict liability or breach of other legal duty.

6.2 Shop Drawings and Samples:

6.2.1 CONTRACTOR shall submit to CITY for review and approval five (5) copies of all Shop Drawings for all equipment, apparatus, machinery, fixtures, piping, wiring, fabricated structures and manufactured articles seven (7) calendar days before the scheduled commencement of the construction work. The purpose of the Shop Drawing is to show the suitability, efficiency, technique of manufacture, installation requirements, details of the item and evidence of compliance with the Contract Documents. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to enable CITY to review the information as required.

6.2.2 CONTRACTOR shall also submit to CITY, for review and approval, all samples required by the Contract Documents which shall clearly identify material, supplier, pertinent data such as catalog numbers and the intended use.

6.2.3 Before submission of each Shop Drawing or sample, CONTRACTOR shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar data and reviewed or coordinated each Shop Drawing or sample with other Shop Drawings and samples and with the requirements of the Work and the Contract Documents.

6.2.4 At the time of each submission, CONTRACTOR shall give CITY specific written notice of each variation that the Shop Drawings or samples may have from the requirements of the Contract Documents, and, in addition, shall specifically note each variation on each Shop Drawing submitted for review and approval. Failure by the CITY to notice or identify CONTRACTOR's failure to make the notation shall not relieve CONTRACTOR from the responsibility to comply with the Contract Documents.

6.2.5 Approval of the Shop Drawings by CITY shall be general and shall not relieve CONTRACTOR of responsibility for the accuracy of such drawings nor for the proper fittings and construction of the Work, nor for the furnishing of material or work required by the Agreement and not indicated on the drawings. No work called for by any Shop Drawing shall be done until the drawings have been approved by CITY.

6.3 Supervision:

CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention and applying CONTRACTOR's best skill, attention and expertise. CONTRACTOR shall be solely responsible for and have control over the means, methods, techniques, sequences and procedures of construction. CONTRACTOR shall ensure that the finished Work complies accurately with the Contract Documents.

6.4 On Site Management:

CONTRACTOR shall keep on the Work site at all times during its progress a competent on-site manager and any necessary personnel who shall not be replaced without written notice to CITY unless the personnel proves to be unsatisfactory to CONTRACTOR or to the CITY. The on-site Manager shall be CONTRACTOR's representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications given to the on-site Manager shall be as binding as if given to CONTRACTOR.

6.5 Labor:

6.5.1 Construction services shall be performed by qualified construction contractors licensed to do business in the State of Florida. Suppliers shall be selected and paid by the CONTRACTOR; the CITY reserves the right to approve all suppliers and materials.

6.5.2 CONTRACTOR shall provide and pay for competent, suitably qualified personnel to perform the work as required by the Contract Documents. CONTRACTOR shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. CONTRACTOR shall at all times maintain good discipline and order at the Work site. Except in connection with the safety or protection of persons, the Work, or property adjacent to the site, and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed during the hours of 7:30 a.m. and 6:00 p.m. CONTRACTOR will not permit overtime Work or the performance of Work on Saturday, Sunday or any legal holiday without CITY's written consent.

6.6 Materials:

6.6.1 Unless otherwise specified in this Agreement, CONTRACTOR shall furnish, pay for and assume full responsibility for all materials, equipment, transportation, machinery, tools, appliances, water, heat, utilities and all other facilities and services necessary for the furnishing, performance, testing, start-up and proper completion of the Work.

6.6.2 CONTRACTOR warrants that all materials and equipment shall be of good quality and new, unless otherwise provided in the Contract Documents and that the work will be free from defects whether patent or latent in nature. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable supplier except as otherwise provided in the Contract Documents.

6.7 Subcontractors, Suppliers and Others:

6.7.1 Prior to the execution of this Agreement and in any event prior to the commencement of any work, CONTRACTOR shall furnish, in writing to the CITY, the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. CITY shall advise CONTRACTOR, in writing, of any proposed person or entity to which CITY has an objection. CONTRACTOR shall not contract with a proposed person or entity to whom CITY has made an objection. If CITY objects to a person or entity proposed by CONTRACTOR, CONTRACTOR shall propose another to whom CITY has no objection. CONTRACTOR shall not change a subcontractor, person or entity previously selected if CITY makes objection to the change.

6.7.2 CONTRACTOR shall be fully responsible to CITY for all acts and omissions of the CONTRACTOR, its employees, subcontractors, suppliers, other persons directly or indirectly employed by its subcontractors or suppliers, persons for whose acts any of them may be liable and any other persons or organizations performing or furnishing supplies under a direct or indirect Contract with CONTRACTOR. Nothing in the Contract Documents shall create any contractual relationship between CITY and any such

Subcontractor, supplier or other person or organization, nor shall it create any obligation on the part of CITY to pay or to cause the payment of any money due any subcontractor, supplier, employee or agent except as may otherwise be required by law.

6.7.3 All Work performed for CONTRACTOR by a Subcontractor will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor which specifically binds the Subcontractor to all applicable terms and conditions of the Contract Documents for the benefit of CITY.

6.8 Patent Fees and Royalties:

CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use of the license in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others.

6.9 Permits:

CONTRACTOR shall obtain and pay for all permits and licenses and all related costs for inspection and administration.

6.10 Compliance with Laws and Regulations:

CONTRACTOR shall comply with and give all notices required by laws, ordinances, rules, regulations and lawful orders of public authorities applicable to the performance of the Work. CITY shall not be responsible for monitoring CONTRACTOR's compliance with any laws and regulations. CONTRACTOR shall promptly notify CITY if the Contract Documents as observed by CONTRACTOR are at variance with applicable laws and regulations.

6.11 Risk of Loss; Ownership:

The risk of loss, injury or destruction shall be on CONTRACTOR until acceptance of the Work by CITY. Title to the Work shall pass to CITY upon acceptance of the Work by CITY.

6.12 Taxes:

CONTRACTOR shall pay all sales, consumer, use and other similar taxes. CONTRACTOR is responsible for reviewing the pertinent state laws and regulations involving such taxes and complying with all requirements.

6.13 Use of Premises:

6.13.1 CONTRACTOR shall confine equipment, the storage of materials and equipment and the operations of workers to the work site and areas identified in and permitted by the Contract Documents and shall not unreasonably encumber the premises with equipment or other materials. CONTRACTOR shall assume full responsibility for any damage to any land or areas or to the owner or occupant of any contiguous land or areas, resulting from the performance of the Work. Should any owner or occupant because of the performance of the Work make any claim against CITY, CONTRACTOR shall promptly attempt to settle with the claimant by agreement or otherwise resolve the claim.

6.13.2 During the progress of the Work, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by CITY. CONTRACTOR shall restore to original condition all property not designated for alteration by the Contract Documents including fencing, parking lots and grounds.

6.13.3 CONTRACTOR shall not permit any part of any structure or land to be treated in any manner that will endanger the structure or any land, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or processes that will endanger it.

6.14 Access to Work:

CONTRACTOR shall provide CITY, its consultants, representatives and personnel, independent testing laboratories and governmental agencies with jurisdictional interests with access to the work at reasonable times for their observation, inspection and testing. CONTRACTOR shall provide proper and safe conditions for access and shall advise these authorized persons of CONTRACTOR's site safety procedures and programs.

6.15 Safety and Protection:

6.15.1 CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work to prevent damage, injury or loss to all employees on the work site and other persons and organizations who may be affected. This paragraph applies to all the Work, materials and equipment, whether in storage on or off the site; and other property at the site or adjacent to the site.

6.15.2 CONTRACTOR shall comply with all applicable laws and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss.

6.16 Environmental:

The CONTRACTOR has fully inspected the worksite and agrees to accept the worksite in an "as is" physical condition, without representation or warranty by the CITY of any kind, including, without limitation, any and all existing environmental claims or obligations that may arise from the presence of any "contamination" on, in or about the worksite. Further CONTRACTOR and all entities claiming by, through or under CONTRACTOR, releases and discharges the CITY from any claim, demand, or cause of action arising out of or relating to the CONTRACTOR's use, handling, storage, release, discharge, treatment, removal, transportation, decontamination, cleanup, disposal and/or presence of any hazardous substances including asbestos on, under, from or about the worksite. The CONTRACTOR shall have no liability for any pre-existing claims or "contamination" on the worksite.

CONTRACTOR shall not use, handle, store, discharge, treat, remove, transport or dispose of Hazardous Substances including asbestos at, in, upon, under, to or from the worksite until receipt of instructions from the CITY. At such time, a CITY approved change order, which shall not include any profit, shall authorize the CONTRACTOR to perform such services.

CONTRACTOR shall immediately deliver to CITY complete copies of all notices, demands or other communications received by CONTRACTOR from any governmental or quasi-governmental authority or any insurance company or board of fire underwriters or like or similar entities regarding in any way alleged violations or potential violations of any Environmental Law or otherwise asserting the existence or potential existence of any condition or activity on the worksite which is or could be dangerous to life, limb, property or the environment.

CONTRACTOR indemnifies and agrees to protect, defend, and hold harmless, the CITY and its respective employees, agents, successors, and assigns from and against any and all claims, demands, losses, damages, costs, expenses, including but not limited to mitigation, restoration, and natural restoration expenses, liabilities, assessments, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, causes of action, in law or in equity, remedial action requirements and/or enforcement actions of any kind (including, without limitation, attorneys' fees and costs) directly or indirectly arising out of or attributable to, in whole or in part, the CONTRACTOR's (or any of its employees, agents, invitees, contractors or sub-contractors) use, handling, storage, release, threatened release, discharge, treatment, removal, transportation, decontamination, cleanup, disposal and/or presence of a Hazardous Substance on, under, from, to or about the worksite or any other activity carried on or undertaken on or off the worksite by the CONTRACTOR or its employees, agents or subcontractors, in connection with the use, handling, storage, release, threatened release, discharge, treatment, mitigation, natural resource restoration, removal, transportation, decontamination, cleanup, disposal and/or presence or any Hazardous Substance located, transported, or present on, under, from, to, or about the worksite. This indemnity is intended to be operable under 42 U.S.C. section 9607, as amended, and any successor section.

The scope of the indemnity obligations includes, but is not limited to: (a) all consequential damages; (b) the cost of any required or necessary repair, cleanup, or detoxification of the applicable real estate and the preparation and implementation of any closure, remedial or other required plan, including without limitation; (i) the costs of removal or remedial action incurred by the United States government or the State of Florida or response costs incurred by any other person, or damages from injury to, destruction of, or loss of, natural resources, including the cost of assessing such injury, destruction, or loss, incurred pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, as amended; (ii) the clean-up costs, fines, damages, or penalties incurred pursuant to any applicable provisions of Florida law; and (iii) the cost and expenses of abatement, correction or cleanup, fines, damages, response costs, or penalties which arise from the provisions of any other statute, law, regulation, code, ordinance, or legal requirement, state or federal; and (c) liability for personal injury or property damage arising under any statutory or common law tort theory, including damages assessed for the maintenance of a public private nuisance, response costs, or for the carrying on of an abnormally dangerous activity.

The indemnification obligations contained herein are supported by separate consideration of \$10.00 which the proposer acknowledges as adequate.

6.17 Indemnification:

6.17.1 In addition to, CONTRACTOR shall indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, from or on account of all claims, damages, losses, liabilities and expenses, direct, indirect or consequential including but not limited to fees and charges of engineers, architects, attorneys, consultants and other professionals and court costs arising out of or in consequence of the performance of this Agreement at all trial and appellate levels. Indemnification shall specifically include but not be limited to claims, damages, losses, liabilities and expenses arising out of or from (a) the negligent or defective design of the project and Work of this Agreement; (b) any act, omission or default of the CONTRACTOR, its Subcontractors, agents, servants or employees; (c) any and all bodily injuries, sickness, disease or death; (d) injury to or destruction of tangible property, including any resulting loss of use; (e) other such damages, liabilities, or losses received or sustained by any person or persons during or on account of any operations connected with the construction of this Project including the warranty period; (f) the use of any improper materials; (g) any construction defect including both patent and latent defects; (h) failure to timely complete the work; (i) the violation of any federal, state, county or city laws, ordinances or regulations by CONTRACTOR, its subcontractors, agents, servants, independent contractors or employees; (j) the breach or alleged breach by CONTRACTOR of any term of the Contract, including the breach or alleged breach of any warranty or guarantee.

6.17.2 CONTRACTOR agrees to indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, from all damages, liabilities, losses, claims, fines and fees, and from any and all suits and actions of every name and description that may be brought against CITY, its officers, agents and employees, on account of any claims, fees, royalties, or costs for any invention or patent and/or for the infringement of any and all copyrights or patent rights claimed by any person, firm, or corporation.

6.17.3 CONTRACTOR shall pay all claims, losses, liens, settlements or judgments of any nature in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees and costs at trial and appellate levels.

6.17.4 If any Subcontractor, supplier, laborer, or materialmen of CONTRACTOR or any other person directly or indirectly acting for or through CONTRACTOR files or attempts to file a mechanic's or construction lien against the real property on which the work is performed or any part or against any personal property or improvements or make a claim against any monies due or to become due from the CITY to CONTRACTOR or from CONTRACTOR to a Subcontractor, for or on account of any work, labor, services, material, equipment, or other items furnished in connection with the Work or any change order, CONTRACTOR agrees to satisfy, remove, or discharge such lien or claim at its own expense by bond, payment, or otherwise within five (5) calendar days of the filing or from receipt of written notice from the CITY.

Additionally, until such time as such lien or claim is satisfied, removed or discharged by CONTRACTOR, all monies due to CONTRACTOR, or that become due to CONTRACTOR before the lien or claim is satisfied, removed or otherwise discharged, shall be held by CITY as security for the satisfaction, removal and discharge of such lien and any expense that may be incurred while obtaining the discharge. If CONTRACTOR shall fail to do so, CITY shall have the right, in addition to all other rights and remedies provided by this Agreement or by law, to satisfy, remove, or discharge such lien or claim by whatever means

CITY chooses at the entire and sole cost and expense of CONTRACTOR which costs and expenses shall, without limitation, include attorney's fees, litigation costs, fees and expenses and all court costs and assessments, and which shall be deducted from any amount owing to CONTRACTOR. In the event the amount due CONTRACTOR is less than the amount required to satisfy CONTRACTOR'S obligation under this, or any other section of the Agreement, the CONTRACTOR shall be liable for the deficiency due the CITY.

6.18 Survival of Obligations:

All representations, indemnifications, warranties and guarantees made in, required by, or given in accordance with this Agreement, as well as all continuing obligations indicated in the Contract Documents, shall survive final payment, completion and acceptance of the work and termination or completion of the Agreement.

6.19 Correction or Removal of Defective Work:

If required by CITY, CONTRACTOR shall promptly correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by CITY, remove it from the site and replace it with non-defective Work. CONTRACTOR shall bear all direct, indirect and consequential costs for the correction or removal of defective work (including but not limited to fees and charges of engineers, architects, attorneys and other professionals).

If the work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, CITY may order CONTRACTOR to stop the Work, or any portion, until the cause for such order has been eliminated; however, this right of CITY to stop the Work shall not give rise to any duty on the part of CITY to exercise this right for the benefit of CONTRACTOR or any other party.

6.20 Force Majeure:

No party shall hold the other responsible for damages or for delays in performance caused by force majeure, acts of God, or other acts or circumstances beyond the control of the other party or that could not have been reasonably foreseen and prevented. For this purpose, such acts or circumstances shall include, but not be limited to, weather conditions affecting performance, floods, epidemics, war, riots, strikes, lockouts, or other industrial disturbances, or protest demonstrations. Should such acts or circumstances occur, the parties shall use their best efforts to overcome the difficulties and to resume the Work as soon as reasonably possible with the normal pursuit of the Work.

Inclement weather, continuous rain for less than three (3) days or the acts or omissions of subcontractors, third-party contractors, materialmen, suppliers, or their subcontractors, shall not be considered acts of force majeure.

No party shall be liable for its failure to carry out its obligations under the Agreement during a period when such party is rendered unable by force majeure to carry out its obligation, but the obligation of the party or parties relying on such force majeure shall be suspended only during the continuance of the inability and for no longer period than the unexpected or uncontrollable event.

The CONTRACTOR further agrees and stipulates that its right to excuse its failure to perform by reason of force majeure shall be conditioned upon giving written notice of its assertion that a Force Majeure delay has commenced within two (2) hours after such an occurrence.

ARTICLE 7 - CITY'S RESPONSIBILITIES

7.1 CITY shall furnish data required of CITY under the Contract Documents.

7.2 CITY shall make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents.

7.3 Technical Clarifications and Interpretations:

7.3.1 CITY shall issue, with reasonable promptness, such written clarifications or interpretations of the technical requirements of the Contract Documents as it may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. Should CONTRACTOR fail to request interpretation of questionable items in the Contract Documents, CITY shall not entertain any excuse for failure to execute the work in a satisfactory manner.

7.3.2 CITY shall interpret and decide matters concerning performance under the requirements of the Contract Documents, and shall make decisions on all claims, disputes or other matters in question. Written notice of each claim, dispute or other matter will be delivered by claimant to the other party but in no event later than five (5) days after the occurrence of the event, and written supporting data will be submitted to the other party within five (5) calendar days after such occurrence. All written decisions of the CITY on any claim or dispute will be final and binding.

ARTICLE 8 - BONDS AND INSURANCE

8.1 Payment and Performance Bonds:

8.1.1 Prior to commencing work, the CONTRACTOR shall execute and furnish to CITY a performance bond and a payment bond, in a form approved by the CITY and as provided by state law, each written by a corporate surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years. The surety company shall have at least the following minimum qualification in accordance with the latest edition of A.M. Best's Insurance Guide, published by Alfred M. Best Company, Inc., Ambest Road, Oldwick, New Jersey 08858: B+ to A+.

8.1.2 The penal sum stated in each bond shall be the amount equal to the total amount payable under the terms of this Agreement. The performance bond shall be conditioned that the CONTRACTOR performs the contract in the time and manner prescribed in the Agreement. The payment bond shall be conditioned that the CONTRACTOR promptly makes payments to all persons who supply the CONTRACTOR with labor, materials and supplies used directly or indirectly by the CONTRACTOR in the performance of the Work provided for in this Agreement and any change orders and shall provide that the surety shall pay the amount not exceeding the sum provided in the bonds, together with interest at the maximum rate allowed by law and that the CONTRACTOR and surety shall indemnify and save harmless the CITY to the extent of any and all payments in connection with the performance of this Agreement which the CITY may be required to make by law.

8.1.3 Pursuant to the requirements of Section 255.05(1)(a), Florida Statutes, the CONTRACTOR shall record the payment and performance bonds in the public records of Broward County, at its own expense.

8.2 Bonds, Reduction After Final Payment:

The performance and payment bonds shall continue in effect for one (1) year after final payment becomes due except as otherwise provided by law or regulation or by the Contract Documents with the final sum of these bonds reduced after final payment to an amount equal to twenty five percent (25%) of the Agreed Compensation, or an additional bond shall be conditioned that CONTRACTOR shall correct any defective or faulty Work or material which appears within one (1) year after final completion of the Agreement, upon notification by the CITY.

8.3 Duty to Substitute Surety:

If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Florida or it ceases to meet the requirements of other applicable laws or regulations, CONTRACTOR shall within three (3) days substitute another bond and surety, both of which must be acceptable to CITY. The CITY shall have the right to disapprove any CONTRACTOR or subcontractor selected by any surety.

8.4 Insurance:

8.4.1 At the time of execution of the Agreement, the CONTRACTOR shall submit certificate(s) of insurance evidencing the required coverage and specifically providing that the CITY is an additional, named, first party insured with respect to the required coverage and the operations of the CONTRACTOR under the

Agreement. The certificates of insurance shall not only name the types of policies provided, but shall also specifically refer to this Agreement and shall state that the insurance is as required by Article 8 and its subparts of this Agreement. CONTRACTOR shall not commence work under this Agreement until after CONTRACTOR has obtained all of the minimum insurance described and the policies of such insurance detailing the provisions of coverage have been received and approved by CITY. CONTRACTOR shall not permit any subcontractor to begin work until after similar minimum insurance to cover subcontractor has been obtained and approved. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the term of this Agreement, then in that event, CONTRACTOR shall furnish, at least thirty (30) calendar days prior to expiration of the date of the insurance, a renewed certificate of insurance as proof that equal and like coverage and extension is in effect. CONTRACTOR shall not continue to perform the services required by this Agreement unless all required insurance remains in full force and effect.

8.4.2 Insurance Companies selected by CONTRACTOR must be acceptable to the 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 has been given to CITY by certified mail.

8.4.3 The CONTRACTOR shall procure and maintain at its own expense and keep in effect during the full term of this Agreement a policy or policies of insurance which must include the following coverage and minimum limits of liability:

(a) Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws.

(b) 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:

\$1,000,000.00 - Combined Single Limit, Bodily Injury and Property Damage Liability, per occurrence

Coverage must be offered in a form no more restrictive than the latest edition of the Comprehensive General Liability Policy without restrictive endorsements, as filed with the Florida Department of Insurance and shall specifically include the following minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:

1. Premises and Operations;
2. Independent Contractors;
3. Product and Completed Operations Liability;
4. Broad Form Property Damage;
5. Broad Form Contractual Coverage applicable to this Agreement and specifically confirming the indemnification and hold harmless provision in this Agreement; and
6. Personal Injury coverage with employment contractual exclusions removed and deleted.

(c) Commercial General Liability - \$1,000,000 per occurrence/ \$1,000,000 aggregate.

8.4.4 CONTRACTOR shall maintain insurance for a period of at least two (2) years after final payment for the Work and furnish CITY with evidence of the continued insurance coverage at the time of final payment.

8.4.5 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+ to A+, in accordance with the latest edition of A.M. Best's Insurance Guide.

8.4.6 All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against CITY with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.

8.4.7 The CONTRACTOR shall ensure that any company issuing insurance to cover the requirements contained in this Agreement agrees that they have no recourse against CITY for payment or assessments in any form on any policy of insurance.

8.4.8 The clauses "Other Insurance Provisions" and "Insurers Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which CITY is named as an additional named insured shall not apply to CITY. CITY shall provide written notice of occurrence to the Insurer within fifteen (15) working days of CITY's actual notice of such an event.

8.4.9 The CONTRACTOR shall not commence performance of its obligations under this Agreement until after it has obtained all of the minimum insurance described and the CITY's approved.

8.4.10 The CONTRACTOR agrees to perform the work under the Agreement as an independent CONTRACTOR, and not as a subcontractor, agent or employee of CITY.

8.4.11 CONTRACTOR shall require each of its subcontractors to maintain the insurance required for each category, and CONTRACTOR shall provide verification to CITY upon its request.

8.4.12 Violation of the terms of this paragraph and its subparts shall constitute a material breach of the Agreement, and CITY, at its sole discretion, may cancel the Agreement and all rights, title and interest of the CONTRACTOR shall cease and terminate.

8.4.13 CITY shall not be responsible for purchasing and maintaining any insurance to protect the interests of CONTRACTOR, subcontractors or others performing the Work. CITY specifically reserves all statutory and common law rights and immunities. Nothing contained in this Agreement is intended to limit or waive any rights or immunities including, but not limited to, the procedural and substantive provisions of Chapter 768, Florida Statutes.

ARTICLE 9 - WARRANTIES: TESTS AND INSPECTIONS: CORRECTION OF DEFECTIVE WORK

9.1 Warranty of Title:

The CONTRACTOR warrants to the CITY that it possesses good, clear and marketable title to all equipment and materials provided and that there are no pending liens, claims or encumbrances against the equipment and materials.

9.2 Warranty of Specifications:

The CONTRACTOR warrants that all equipment, materials and workmanship furnished, whether furnished by the CONTRACTOR, its subcontractors or suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted and that all services will be performed in a workmanlike manner.

9.3 Warranty of Merchantability:

CONTRACTOR warrants that any and all equipment to be supplied pursuant to the Agreement is merchantable, free from defects, whether patent or latent in material or workmanship, and fit for the ordinary purposes for which it is intended.

9.4 Correction Period:

CONTRACTOR warrants all material and workmanship for a minimum of two (2) year(s) from date of acceptance by the CITY. If, within two (2) year(s) after the date of final completion or such longer period of time as may be prescribed by laws or regulations, or by the terms of any applicable special guarantee required by the Contract Documents, any work is found to be defective, whether observed before or after acceptance by CITY, CONTRACTOR shall promptly, without cost to CITY and in accordance with CITY's written instructions, either correct such defective work, or, if it has been rejected by CITY, remove it from the site and replace it with Work that is not defective and that is satisfactorily correct, and remove and replace any damage to other Work. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, CITY may have the defective workmanship corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of engineers, architects,

attorneys and other professionals) shall be paid by CONTRACTOR.

9.4.1 Where defective Work (and damage to other work) has been corrected, removed or replaced under this Article, the correction period with respect to such Work will be extended for an additional period of two (2) year(s) after such correction, removal or replacement has been satisfactorily completed.

9.4.2 Nothing contained in this Article shall be construed to establish a period of limitation with respect to other obligations which CONTRACTOR might have under the Contract Documents. Establishment of the time period of two (2) year(s) as described in above paragraph relates only to the specific obligation of the CONTRACTOR to correct the work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish CONTRACTOR's liability with respect to the CONTRACTOR's obligation other than specifically to correct the Work.

9.5 CONTRACTOR warrants to the CITY that it will comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under this Agreement.

9.6 CONTRACTOR warrants to the 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 Agreement.

9.7 CONTRACTOR warrants to the CITY that the performance of the work provided for in the Contract Documents will not result in the breach of any term or provision, or constitute a default under any indenture, mortgage, contract, or agreement to which the CONTRACTOR is a party.

9.8 CONTRACTOR warrants that there has been no violation or copyrights of patent rights either in the United States of America or in foreign countries in connection with the Work of the Agreement.

9.9 No warranty, either express or implied, may be modified, excluded or disclaimed in any way by CONTRACTOR. All warranties shall remain in full force and effect, notwithstanding acceptance and payment by CITY.

9.10 Tests and Inspections:

9.10.1 CONTRACTOR shall give CITY timely notice of readiness of the work for all required inspections, tests or approvals. CONTRACTOR shall assume full responsibility, pay all costs and furnish CITY the required certificates of inspection, testing or approval for all materials, equipment or the Work or any part unless otherwise specified.

9.10.2 Neither CITY nor other inspectors shall have authority to permit deviations from nor to relax any of the provisions of the Contract Documents, nor to delay the Agreement by failure to inspect the materials and work with reasonable promptness.

9.10.3 The payment of any compensation, the giving of any gratuity or the granting of any favor by the CONTRACTOR to any inspectors, directly or indirectly, is strictly prohibited and punishable to the full extent of the law, and any such action on the part of the CONTRACTOR will constitute a termination of this Agreement.

9.11 Warranty Information

The CONTRACTOR shall deliver to the CITY and the CITY shall execute all applicable product and equipment registration, manuals, instructions, keys, accessories and warranty documents in accordance with manufacturers' policies and procedures. CONTRACTOR shall facilitate any necessary warranty claims free of charge.

ARTICLE 10 - LIQUIDATED DAMAGES

If the awarded BIDDER fails to complete the project by the completion date stated on the Bid Form, it is understood that five-hundred dollars (\$500.00) per calendar day will be deducted as liquidated damages.

for each day beyond the substantial completion time and five-hundred dollars (\$500.00) per calendar day will be deducted as liquidated damages, for each day beyond the final completion time unless time extension is approved by the City Manager, it being agreed that the damage suffered by the CITY for such delay(s) cannot be specifically ascertained.

ARTICLE 11 - CHANGES IN THE WORK

11.1 One or more changes to the work within the general scope of this Agreement may be ordered by Change Order. The Contractor shall proceed with any such changes, and they shall be accomplished in strict accordance with the Contract Documents and the terms and conditions described in this Article.

11.2 A Change Order shall mean a written order to the CONTRACTOR executed by the parties after execution of this Agreement, directing a change in the work and may include a change in the agreed compensation in accordance with Article 12 or the time for the CONTRACTOR's performance.

11.3 The execution of a Change Order by the CONTRACTOR shall constitute conclusive evidence of the CONTRACTOR's agreement to the ordered changes in the work and the CONTRACTOR, by executing the Change Order, waives and forever releases any claim against the CITY for additional time or compensation for matters relating to or arising out of or resulting from the work included within or affected by the executed Change Order.

11.4 The CONTRACTOR shall notify and obtain the consent and approval of the CONTRACTOR's surety with reference to all Change Orders if such notice, consent or approval is required by the CONTRACTOR's surety or by law. The CONTRACTOR's execution of the Change Order shall constitute the CONTRACTOR's warranty to the CITY that the surety has been notified of, and consents to, such Change Order and the respective increase in the Performance bond amount commensurate with the Change Order(s). Furthermore, upon the CONTRACTOR's execution of the Change Order(s), the surety shall be conclusively deemed to have been notified of such Change Order by the CONTRACTOR in the increase in the required Performance Bond amount, and to have expressly consented.

ARTICLE 12 - CHANGE IN COMPENSATION

Change orders approved by CITY shall be computed as follows:

12.1 Cost of the Work:

The term "Cost of the Work" means the sum of all direct costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by CITY, these costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in Paragraph 12.2:

12.1.1 Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by CITY and CONTRACTOR. Payroll costs for employees not employed full time on the work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, worker's compensation, health and retirement benefits, bonuses, sick leave, vacation and applicable holiday pay.

12.1.2 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage, and required suppliers and field services. All cash discounts, rebates and refunds and all returns from sale of surplus materials and equipment shall accrue to CITY, and CONTRACTOR shall make provisions so that they may be obtained.

12.1.3 Supplemental costs including the following:

12.1.3.1 Cost, including transportation and maintenance of all materials, supplies, equipment, machinery,

appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the Work.

12.1.3.2 Rentals of all construction equipment and machinery and the parts whether rented from CONTRACTOR or others in accordance with rental agreements approved by CITY, and the costs of transporting, loading, unloading, installing, dismantling and removal. The rental of any such equipment, machinery or parts shall cease when the use is no longer necessary for the Work.

12.1.3.3 Sales, consumer, use or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by laws or regulations.

12.1.3.4 Royalty payments and fees for permits or licenses.

12.1.3.5 The cost of utilities, fuel and sanitary facilities at the Work site.

12.1.3.6 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

12.1.3.7 Cost of premiums for additional bonds and insurance required because of changes in the Work.

12.2 Not Included in the Cost of the Work:

The term "cost of the Work" shall not include any of the following.

12.2.1 Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in CONTRACTOR's principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 12.1.1, all of which are to be considered administrative costs covered by CONTRACTOR's fee.

12.2.2 Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the site.

12.2.3 Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

12.2.4 Cost of premiums for all bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain them.

12.2.5 Costs due to the negligence of CONTRACTOR, any subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

12.2.6 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.1.

12.3 Cost Breakdown Required:

Whenever the cost of any Work is to be determined pursuant to this Article, CONTRACTOR will submit in form acceptable to the CITY an itemized cost breakdown together with supporting documentation. Whenever a change in the Work is to be based upon mutual acceptance of a lump sum, whether the amount is an addition, credit, or no-change-in-cost, the CONTRACTOR shall submit an estimate substantiated by a complete itemized breakdown as follows:

- (a) The breakdown shall list quantities and unit prices for materials, labor, equipment and other items of cost.
- (b) Whenever a change involves the CONTRACTOR and one (1) or more subcontractors and the change is an increase in the agreed compensation, the overhead and profit percentage for the CONTRACTOR and each subcontractor shall be itemized separately.

ARTICLE 13 - PAYMENTS TO CONTRACTOR AND COMPLETION OF WORK

13.1 Progress Payments:

13.1.1 CONTRACTOR may request payments for work completed during the project at intervals of not more than once a month. The CONTRACTOR's requisition shall show a complete breakdown of the project components, the quantities completed and the amount due, together with a certification by the CONTRACTOR that the CONTRACTOR has disbursed to all subcontractors and suppliers their pro-rata shares of the payment out of previous progress payments received by the CONTRACTOR for all work completed and materials furnished in the previous period or properly executed releases of liens by all subcontractors, suppliers and materialmen who were included in the CONTRACTOR's previous applications for payment, and any other supporting documentation as may be required by the CITY, the ENGINEER or Contract Documents. Each requisition shall be submitted in triplicate to the CITY for approval. The CITY shall make payment to the CONTRACTOR within thirty (30) calendar days after approval of the CONTRACTOR's requisition for payment. Any rejection by the CITY of any specific item (s) shall result in CONTRACTOR being notified of the rejection within five (5) Business days of the rejection.

13.1.2 Five percent (5%) of all monies earned by the CONTRACTOR shall be retained by the CITY until the work is totally completed and accepted by the CITY.

13.2 Inspection:

CITY shall make an inspections as necessary and notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take the necessary measures to remedy any deficiencies within five (5) calendar days of the inspection.

13.3 Final Application for Payment:

After CONTRACTOR has completed all corrections to the satisfaction of CITY and delivered all maintenance and operating instructions, schedules, warranties, guarantees, bonds, certificates of inspection, marked up record documents and other documents required by the Contract Documents or requested by the CITY, CONTRACTOR may make application for final payment. The final application for payment shall be accompanied by (1) complete and legally effective releases or waivers of all liens arising out of or filed in connection with the work; or (2) CONTRACTOR's receipts in full covering all labor, materials and equipment for which a lien could be filed; or (3) a final affidavit stating that all laborers, materialmen, suppliers and subcontractors who worked for CONTRACTOR under this Contract have been paid in full or if the fact be otherwise, identifying the name of each lien or who has not been paid in full and the amount due or to become due each for labor, services or materials furnished. If any subcontractor or supplier fails to furnish a release or receipt in full, CONTRACTOR shall furnish a bond satisfactory to CITY to indemnify CITY against any lien, or the CITY may directly pay any subcontractor or supplier and deduct that amount due to CONTRACTOR.

In addition, CONTRACTOR shall also submit with the final application for payment, the completed set of "As-Built" drawings for review and approval. The "As-Built" drawings shall be prepared, sealed and certified by a professional surveyor licensed by the State of Florida. Final payment to CONTRACTOR shall not be made until the shop drawings have been reviewed and approved by the CITY. Prior to approval, if necessary, the drawings may be returned to CONTRACTOR for changes or modifications if in the opinion of CITY they do not represent correct or accurate "As-Built" drawings.

13.4 Final Payment and Acceptance:

13.4.1 If, on the basis of observing the Work during construction and final inspection, and review of the final Application for Payment and accompanying documentation, the CITY is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, CITY will give written notice to CONTRACTOR that the Work is acceptable. Otherwise, the Application will be returned to CONTRACTOR indicating in writing the reasons for refusing to make final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application. Thirty (30) days after presentation to CITY of the Application and accompanying documentation, in appropriate form and substance, the amount will become due and will be paid by CITY to CONTRACTOR.

13.4.2 If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed and the occurrence is confirmed, CITY shall, upon receipt of CONTRACTOR's final Application for Payment, without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by CITY for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to the CITY with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims held by the CITY.

13.5 Final payment, constituting the entire unpaid balance of the agreed compensation, shall be paid by the CITY to CONTRACTOR when the work has been completed, the Contract fully performed, and a final certificate for payment has been issued by the CITY ENGINEER. The making of final payment shall constitute a waiver of claims by CITY except those arising from:

- (1) Faulty or defective work and latent defects discovered after acceptance.
- (2) Failure of the work to comply with the requirements of the contract documents.
- (3) Terms of special warranties required by those contract documents.
- (4) Any of CONTRACTOR's continuing obligations under this Agreement.

The acceptance of final payment by CONTRACTOR or the subcontractor for materials and supplies shall constitute a waiver of claims except those previously made in writing and identified as unsettled at the time of final application for payment.

13.6 CITY's Right to Withhold Payment:

The CITY may withhold in whole or in part, final payment or any progress payment to such extent as may be necessary to protect itself from loss on account of:

13.6.1 Defective work not remedied.

13.6.2 Claims filed or evidence indicating the probable filing of claims by other parties against the CONTRACTOR.

13.6.3 Failure of the CONTRACTOR to make payment to subcontractors or suppliers for materials or labor.

13.6.4 Damage to another contractor, subcontractor or supplier not remedied.

13.6.5 Liability for liquidated damages has been incurred by the CONTRACTOR.

13.6.6 Evidence that the Work cannot be completed for the unpaid balance of the agreed compensation.

13.6.7 Evidence that the work will not be completed within the Agreement's term.

13.6.8 Failure to carry out the Work in accordance with the Contract Documents.

When the above grounds are removed or resolved or the CONTRACTOR provides a surety bond or a consent of surety satisfactory to the CITY which will protect the CITY in the amount withheld, payment may be made in whole or in part.

ARTICLE 14 - TERMINATION OF THE CONTRACT

The CITY retains the right to terminate this Agreement with or without cause, with thirty (30) days prior written notice. Additionally, the CITY may also terminate this Agreement upon fifteen (15) days notice upon the occurrence of any one or more of the following events:

14.1 If CONTRACTOR commences a voluntary case or a petition is filed against CONTRACTOR, under any chapter of the Bankruptcy Code, or if CONTRACTOR takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency.

14.2 If CONTRACTOR makes a general assignment for the benefit of creditors.

14.3 If a trustee, receiver, custodian or agent of CONTRACTOR is appointed under applicable law or under Contract, whose appointment or authority to take charge of property of CONTRACTOR is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of CONTRACTOR's creditors.

14.4 If CONTRACTOR persistently fails to perform the Work in accordance with the Contract Documents, including but not limited to, failure to supply sufficient skilled Workers or suitable materials or equipment or failure to adhere to the progress schedule as same may be revised from time to time.

14.5 If CONTRACTOR disregards any local, state or federal laws or regulations.

14.6 If CONTRACTOR otherwise violates any provisions of this Agreement.

Further, CONTRACTOR may be excluded from the Work site and the CITY take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment and machinery at the site and use them without liability to CONTRACTOR for trespass or conversion, incorporate in the Work all materials and equipment stored at the site or for which CITY has paid CONTRACTOR but which are stored elsewhere, and finish the Work as CITY may deem expedient. In this instance, CONTRACTOR shall not be entitled to receive any further compensation until the Work is finished.

14.7 If CONTRACTOR commits a default due to its insolvency or bankruptcy, the following shall apply:

14.7.1 Should this Agreement be entered into and fully executed by the parties, funds released and the CONTRACTOR (Debtor) files for bankruptcy, the following shall occur:

a. In the event the Debtor files a voluntary petition under 11 U.S.C. 301 or 302, or an order for relief is entered under 11 U.S.C. 303, the Debtor shall acknowledge the extent, validity, and priority of the lien recorded in favor of the CITY. The Debtor further agrees that in the event of this default, the CITY shall, at its option, be entitled to seek relief from the automatic stay provisions in effect pursuant to 11 U.S.C. 362. The CITY shall be entitled to relief from the automatic stay pursuant to 11 U.S.C. 362(d)(1) or (d)(2), and the Debtor agrees to waive the notice provisions in effect pursuant to 11 U.S.C. 362 and any applicable Local Rules of the United States Bankruptcy Court. The Debtor acknowledges that such waiver is done knowingly and voluntarily.

b. Alternatively, in the event the CITY does not seek stay relief, or if stay relief is denied, the CITY shall be entitled to monthly adequate protection payments within the meaning of 11 U.S.C. 361. The monthly adequate protection payments shall each be in an amount determined in accordance with the Note and Mortgage executed by the Debtor in favor of the CITY.

c. In the event the Debtor files for bankruptcy under Chapter 13 of Title 11, United States Code, in addition to the foregoing provisions, the Debtor agrees to cure any amounts in arrears over a period not to exceed twenty-four (24) months from the date of the confirmation order, and such payments shall be made in addition to the regular monthly payments required by the Note and Mortgage. Additionally, the Debtor shall agree that the CITY is over secured and, therefore, entitled to interest and attorney's fees pursuant to 11 U.S.C. 506(b). Such fees shall be allowed and payable as an administrative expense. Further, in the event the CONTRACTOR has less than five (5) years of payments remaining on the Note, the CONTRACTOR agrees that the treatment afforded to the claim of the CITY under any confirmed plan of reorganization shall provide that the remaining payments shall be satisfied in accordance with the Note, and that the remaining payments or claim shall not be extended or amortized over a longer period than the time remaining under the Note.

14.7.2 Should this Agreement be entered into and fully executed by the parties, and the compensation has not been forwarded to Debtor, the following shall occur:

In the event the Debtor files a voluntary petition pursuant to 11 U.S.C. 301 or 302, or an order for relief is entered under 11 U.S.C. 303, the Debtor acknowledges that the commencement of a bankruptcy proceeding constitutes an event of default under the terms of this Agreement. Further, the Debtor acknowledges that this Agreement constitutes an executory contract within the meaning of 11 U.S.C. 365. The CONTRACTOR acknowledges that the Agreement is not capable of being assumed pursuant to 11 U.S.C. 365(c) (2), unless the CITY expressly consents in writing to the assumption. In the event the

CITY consents to the assumption, the Debtor agrees to file a motion to assume the Agreement within ten (10) days after receipt of written consent from the CITY, regardless of whether the bankruptcy proceeding is pending under Chapter 7, 11, or 13 of Title 11 of the United States Code. The Debtor further acknowledges that this Agreement is not capable of being assigned pursuant to 11 U.S.C. 365(b)(1).

ARTICLE 15 – OWNERSHIP OF DOCUMENTS

All documents, as built plans and specifications resulting from the Project under this Agreement shall be deemed the sole property of the CITY, and the CITY shall have all rights incident to the sole ownership.

The CONTRACTOR shall agree to indemnify and hold harmless the CITY, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR.

ARTICLE 16 – COMPLIANCE WITH LAWS

CONTRACTOR shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

ARTICLE 17 - NOTICE

All notices required by any of the Contract Documents shall be in writing and shall be deemed delivered upon mailing by certified mail, return receipt requested to the following:

Attn: Project Manager

City of Lauderdale Lakes
4300 NW 36th Street
Lauderdale Lakes, FL 33319-5599
Tel (954) 535-xxxx
Email:

Copy to: Financial Services

City of Lauderdale Lakes
4300 NW 36th Street
Lauderdale Lakes, FL 33319-5599
Tel (954) 535-2700
Fax (954) 535-1892

and if sent to the CONTRACTOR shall be mailed to:

ATC Engineering, Inc.
2222 NW 14th Street
Miami, FL 33125
Attn: Ildelis Alvarez, President
Tel: 305-615-1898
Email: ildelys@atcflorida.net

ARTICLE 18 - LIMITATION OF LIABILITY

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action arising out of the Agreement, so that its liability never exceed the agreed sum of \$1,000.00. CONTRACTOR expresses its willingness to enter into this Agreement with CONTRACTOR'S recovery from the City for any action or claim arising from this Agreement to be limited to \$1,000.00.

Accordingly, and notwithstanding any other term or condition of this Agreement, CONTRACTOR agrees that the City shall not be liable to CONTRACTOR for damages in an amount in excess of \$1,000.00, for any action or claim of the CONTRACTOR or any third party arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Chapter 768, Florida Statutes. Additionally, the City does not waive sovereign immunity, and no claim or award against the City

shall include attorney's fees, investigative costs or pre-judgment interest.

ARTICLE 19 – MISCELLANEOUS

19.1 The duties and obligations imposed by this Agreement and the rights and remedies available to the parties and, in particular but without limitation, the warranties, guaranties and obligations imposed upon CONTRACTOR and all of the rights and remedies available to CITY are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by laws or regulations, by special warranty or guarantee or by other provisions of the Contract Documents. This Article will be as effective as if repeated specifically in the Contract Documents will survive final payment and termination or completion of the Agreement.

19.2 CONTRACTOR shall not assign or transfer the Contract or its rights, title or interests. The obligations undertaken by CONTRACTOR pursuant to the Agreement shall not be delegated or assigned to any other person or firm. Violation of the terms of this Article shall constitute a material breach of Agreement by CONTRACTOR and the CITY may, at its discretion, cancel the Contract and all rights, title and interest of CONTRACTOR which shall immediately cease and terminate.

19.3 CONTRACTOR and its employees, volunteers and agents shall be and remain an independent contractors and not agents or employees of CITY with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking or venture between the parties.

19.4 CITY reserves the right to audit the records of CONTRACTOR relating in anyway to the work to be performed pursuant to this Agreement at any time during the performance and term of this Agreement and for a period of three (3) years after completion and acceptance by CITY. If required by CITY, CONTRACTOR agrees to submit to an audit by an independent certified public accountant selected by CITY. CONTRACTOR shall allow CITY to inspect, examine and review the records of CONTRACTOR at any and all times during normal business hours during the term of the Contract.

19.5 The remedies expressly provided in this Agreement to CITY shall not be deemed to be exclusive but shall be cumulative and in addition to all other remedies in favor of CITY now or later existing at law or in equity.

19.6 This Agreement shall be governed by the laws of the State of Florida, and venue for any action shall be in Broward County, Florida.

19.7 Should any part, term or provision of this Agreement be decided by the courts to be invalid, illegal or in conflict with any state or federal law, the validity of the remaining portion or provision shall not be affected.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the date first written above.

As to the CONTRACTOR on the _____ day of _____, 2024.

Corporate Seal **Contractor**

Witness Authorized Name, Title

As to the CITY on the _____ day of _____, 2024.

SEAL OF THE CITY OF LAUDERDALE LAKES

Venice Howard, City Clerk Veronica Edwards Phillips, Mayor

APPROVED AS TO FORM

City Attorney

ALL EXHIBITS WILL BE ATTACHED HERE

BID COVER PAGE CHECKLIST

THIS SHOULD BE THE FIRST PAGE OF YOUR BID

Contractor/Firm Name ATC Engineering Inc
Contact Name: Andy Suarez
Contact Phone: 305-665-1898
Contact Email: Andy@ATCFLOIDA.NET

Before sealing your bid envelope make sure the following items are included in your bid submittal:

1. Bid Form: Carefully read all Bid Documents, review the project scope and properly fill out the Bid Form. (Failure to properly complete and sign this document shall cause the Bid submittal to be rejected as non-responsive.)
2. Completed schedule of bid items. Use the excel version provided as an attachment.
3. Signature Page & Certificate of Corporation/Partnership. This form must be completed as it provides the proper authorization for submitting a bid and it binds the vendor to the pricing estimate.
4. Bidder's Qualification Statement: Complete and sign the Bidder's Qualification Statement. (Failure to properly complete and sign this document shall cause the Bid submittal to be rejected as non-responsive.)
5. Drug Free Workplace Certification.
6. Non-Collusion Affidavit: Sign the Non-Collusion Affidavit and have it properly notarized.
7. Trench Safety Act: Complete and sign the Trench Safety Act form (if applicable).
8. Warranties: Complete and sign the Warranties form.
9. E-Verify Form: Complete and sign the E-Verify form.
10. Bid Bond (If Applicable): Include a five percent (5%) Bid Bond. Failure to provide a Bid guarantee will result in automatic rejection of your Bid. All required Bonds must be submitted on the CITY'S Bond forms, included in this document. (Failure to properly complete and sign this document shall cause the Bid submittal to be rejected as non-responsive.)
11. Proof of Insurance: Include proof of insurance containing a provision or endorsement that the coverage afforded will not be canceled, reduced in coverage, or renewal refused until at least 30 days' prior written notice has been given to the CITY and additional insured by certified mail. All such insurance required herein (except for worker's compensation and employer's liability) shall name the CITY and their officers, directors, agents, and employees as "additional insured".
12. License: Attach certificate of competency, state registration and any other applicable licenses.

BID FORM

NW 49th Avenue Roadway and Drainage Improvement Project

Submitted By: ATC Engineering Inc Date: 2/16/2024

to furnish and deliver all materials and to do and perform all WORK as is required for the project scope.

In order to be considered for this project, the **BIDDER** should have successfully completed a minimum of three (3) projects of similar scope and complexity over the past five (5) years, in the State of Florida, and must be able to document the required experience.

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Contract with the CITY to perform and furnish all WORK as specified herein for the Contract Price and within the Contract Period indicated in this Bid.
2. This Bid will remain subject to acceptance for ninety (90) days after the day of Bid opening. BIDDER will sign and submit the necessary documents required by the CITY within fifteen (15) days after the date of CITY'S Notice of Tentative Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Contract, that

- a. BIDDER has examined the Bid Documents, including the following addenda:

Number	Date	Number	Date
<u>1</u>	<u>12/15/2023</u>	<u>4</u>	<u>2/2/2024</u>
<u>2</u>	<u>12/22/2023</u>	<u>5</u>	<u>2/9/2024</u>
<u>3</u>	<u>1/19/2024</u>		

of all of which is hereby acknowledged;

- b. BIDDER has familiarized itself with the nature and extent of the Bid Documents, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the WORK.
- c. BIDDER has given the CITY written notice of all conflicts, errors or discrepancies that it has discovered in the Bid Documents and the written resolution thereof by the CITY is acceptable to BIDDER.
4. BIDDER proposes to furnish the WORK in conformity with the specifications and at the Bid Prices referenced below in the Schedule of Bid Prices. The Bid Prices quoted have been checked and certified to be correct. Said Bid Prices are fixed and firm and shall be paid to BIDDER for the successful completion of its obligation as specified in the Bid Documents.
5. It is the intent of the CITY to award this bid to the lowest responsible and responsive BIDDER. The CITY reserves the right to accept or reject any or all bids and to waive any informality concerning the bids when such rejection or waiver is deemed to be in the best interest of The CITY OF LAUDERDALE LAKES. The CITY reserves the right to award the bid on a split order basis, lump sum or individual item basis unless otherwise stated.

A contingency will be included upon award to the successful bidder for purposes of local permitting.

All proposed items shall include costs for all materials, equipment, labor, supervision, taxes, insurance, bonds, miscellaneous costs and Contractor's overhead and profit. Note that change orders are not considered for costs related to any of the above.

If a contingency is added, it can only be used with pre-approval from City Management and should not be considered a guaranteed amount available to the Contractor.

CONTRACTOR shall furnish all labor, materials, and equipment and perform all the necessary WORK in the manner and form provided in the Contract Documents.

Total Project Cost Written: One million three hundred and ninety thousand, one hundred twenty one Dollars and fourty Cents

Total Project Completion Time: 240 days Calendar Days

6. BIDDER accepts the provisions of the Contract as to liquidated damages in the event of failure to complete the WORK on time.

7. Communications concerning this Bid shall be as follows:

Contact Person ILDELYS ALVARIZ

Business Address 2222 NW 14th ST

CITY, State, Zip Code Miami FL 33125

Business Phone Number 305-615-1898

Email Address ILDELYS@ATCFLORIDA.NET

Cell Phone Number 786 985 4751

8. Other pertinent information is as follows:

License Number CC 1529510 (Please Attach Copy) RV 11066649

Federal Tax ID# 811885592

Federal Employment ID # 811885592

Submitted on this 16 day of Feb, 2024.

a. (If an individual, partnership, or non-incorporated organization)

(Signature)

(Title)

b. (If a corporation)

(Affix Seal)



Signature of

[Signature]

BIDDER ATC ENGINEERING Inc

By EDGYS ALVAREZ

President

Attested by

Anely Suarez

Secretary

[Signature]

Incorporated under the laws of the State of FLORIDA

BID PRICES WITHOUT THE MANUAL SIGNATURE OF AN AUTHORIZED AGENT OF THE BIDDER SHALL BE REJECTED AS NON-RESPONSIVE, NON-CONFORMING AND INELIGIBLE FOR AWARD.

REVISED SCHEDULE OF BID ITEMS
ITB NO.24-6310-03B
NO OTHER VERSION WILL BE ACCEPTED

Contractor Name:
 FEIN #
 City/State:
 Days to Complete:

ATC Engineering Inc
 811885592
 Miami, FL 33125
 240 Days

PAY ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT COST	
1	MOBILIZATION	LS	1	\$ 40,000.00	\$ 40,000.00
2	MAINTENANCE OF TRAFFIC	LS	1	\$ 40,000.00	\$ 40,000.00
3	CLEARING & GRUBBING	LS	1	\$ 25,000.00	\$ 25,000.00
4	INLET PROTECTION SYSTEM	EA	33	\$ 115.00	\$ 3,795.00
5	CLEAN AND DESILTING EXISTING DRAINAGE PIPE	LF	2,304	\$ 5.00	\$ 11,520.00
6	CLEAN AND DESILTING EXISTING DRAINAGE STRUCTURE (MANHOLE, CATCH BASIN, CURB INLET, ETC.)	EA	38	\$ 475.00	\$ 18,050.00
7	MILLING (1" AVG. DEPTH)	SY	10,396	\$ 6.00	\$ 62,376.00
8	PAVEMENT (TYPE SP STRUCTURAL COURSE SP-9.5, 1" DEPTH)	TON	565	\$ 190.00	\$ 107,350.00
9	SUBBASE (STABILIZATION)	SY	280	\$ 25.00	\$ 7,000.00
10	BASE	SY	280	\$ 25.00	\$ 7,000.00
11	REMOVE CONCRETE CURB AND GUTTER, TYPE F	LF	23	\$ 30.00	\$ 690.00
12	CONCRETE CURB AND GUTTER, TYPE F	LF	344	\$ 30.00	\$ 10,320.00
13	CONCRETE FLUME	LF	47	\$ 80.00	\$ 3,760.00
14	CURB INLET TOP TYPE 9, <10'	EA	3	\$ 5,500.00	\$ 16,500.00
15	DITCH BOTTOM INLET TYPE C, <10' W/ CONCRETE APRON	EA	16	\$ 5,800.00	\$ 92,800.00
16	MANHOLE (TYPE P-7) <10'	EA	6	\$ 6,200.00	\$ 37,200.00
17	MANHOLE (TYPE P-7) >10'	EA	2	\$ 6,500.00	\$ 13,000.00
18	CONFLICT STRUCTURE - MANHOLE TYPE II (J BOT), <10'	EA	3	\$ 6,500.00	\$ 19,500.00
19	CORE DRILL AND CONNECT TO EXISTING STORMWATER STRUCTURE	EA	4	\$ 1,500.00	\$ 6,000.00
20	24" FRENCH DRAIN	LF	1,341	\$ 180.00	\$ 241,380.00
21	12" STORM SEWER PIPE	LF	52	\$ 85.00	\$ 4,420.00
22	15" STORM SEWER PIPE	LF	527	\$ 95.00	\$ 50,065.00
23	18" STORM SEWER PIPE	LF	5	\$ 200.00	\$ 1,000.00
24	24" STORM SEWER PIPE	LF	1,124	\$ 120.00	\$ 134,880.00
25	GRADE SWALE & SHOULDER AND PERFORMANCE TURF-SOD	SY	3,197	\$ 15.00	\$ 47,955.00
26	REMOVE AND DISPOSE OF EXISTING SIDEWALK	SY	10	\$ 25.00	\$ 250.00
27	CONCRETE SIDEWALK (6" THICK)	SY	15	\$ 150.00	\$ 2,250.00
28	RETRO-REFLECTIVE PAVEMENT MARKERS (RPM'S) BLUE	EA	6	\$ 25.00	\$ 150.00
29	RETRO-REFLECTIVE PAVEMENT MARKERS (RPM'S) YELLOW/YELLOW	EA	222	\$ 15.00	\$ 3,330.00
30	RETRO-REFLECTIVE PAVEMENT MARKERS (RPM'S) WHITE/RED	EA	40	\$ 15.00	\$ 600.00
31	PAINTED PAVEMENT MARKINGS, STD, WHITE, SOLID, 6"	LF	3,991	\$ 1.80	\$ 7,183.80
32	PAINTED PAVEMENT MARKINGS, STD, WHITE, SKIP, 6"	LF	696	\$ 2.00	\$ 1,392.00
33	PAINTED PAVEMENT MARKINGS, STD, WHITE, SOLID, 12"	LF	179	\$ 2.40	\$ 429.60
34	PAINTED PAVEMENT MARKINGS, STD, WHITE, SOLID, 24"	LF	54	\$ 3.80	\$ 205.20
35	PAINTED PAVEMENT MARKINGS, STD, YELLOW, SOLID, 6"	LF	3,002	\$ 1.80	\$ 5,403.60
36	PAINTED PAVEMENT MARKINGS, STD, YELLOW, SKIP, 6"	LF	1,039	\$ 1.80	\$ 1,870.20
37	PAINTED PAVEMENT MARKINGS, STD, YELLOW, SOLID, 18"	LF	186	\$ 3.00	\$ 558.00
38	PAINTED PAVEMENT MARKINGS, STD, WHITE, MESSAGE	EA	4	\$ 150.00	\$ 600.00
39	PAINTED PAVEMENT MARKINGS, STD, WHITE, ARROWS	EA	6	\$ 125.00	\$ 750.00
40	THERMOPLASTIC, STD, WHITE, SOLID, 6"	LF	3,991	\$ 1.80	\$ 7,183.80
41	THERMOPLASTIC, STD, WHITE, SKIP, 6"	LF	696	\$ 1.80	\$ 1,252.80
42	THERMOPLASTIC, STD, WHITE, SOLID, 12"	LF	179	\$ 2.80	\$ 501.20
43	THERMOPLASTIC, STD, WHITE, SOLID, 24"	LF	54	\$ 3.80	\$ 205.20
44	THERMOPLASTIC, STD, YELLOW, SOLID, 6"	LF	3,002	\$ 2.00	\$ 6,004.00
45	THERMOPLASTIC, STD, YELLOW, SKIP, 6"	LF	1,039	\$ 1.80	\$ 1,870.20
46	THERMOPLASTIC, STD, YELLOW, SOLID, 18"	LF	186	\$ 2.80	\$ 520.80
47	THERMOPLASTIC, STD, WHITE, MESSAGE	EA	4	\$ 150.00	\$ 600.00
48	THERMOPLASTIC, STD, WHITE, ARROWS	EA	6	\$ 125.00	\$ 750.00
49	6 INCH WATERLINE RELOCATION	EA	1	\$ 25,000.00	\$ 25,000.00
50	8 INCH WATERLINE RELOCATION	EA	2	\$ 35,000.00	\$ 70,000.00

REVISED SCHEDULE OF BID ITEMS
ITB NO.24-6310-03B
NO OTHER VERSION WILL BE ACCEPTED

Contractor Name:
FEIN #
City/State:
Days to Complete:

ATC Engineering Inc
811885592
Miami, FL 33125
240 Days

PAY ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT COST	
51	12 INCH WATERLINE RELOCATION	EA	2	\$ 40,000.00	\$ 80,000.00
52	24" FLAP GATE	EA	1	\$ 17,500.00	\$ 17,500.00
53	FLOATING TURBIDITY BARRIER	LF	44	\$ 50.00	\$ 2,200.00
SUBTOTAL					\$ 1,240,121.40
1	CONTINGENCY	LS	1	\$ 150,000.00	\$ 150,000.00
	GRAND TOTAL				\$ 1,390,121.40
OPTIONAL PAY ITEM					
1	CONFLICT STRUCTURE - MANHOLE TYPE II (P BOT), <10'	EA	2	\$ 6,500.00	\$ 13,000.00
OPTIONAL SUBTOTAL					\$ 13,000.00

CITY OF LAUDERDALE LAKES, FL
SIGNATURE PAGE

The undersigned attests to his (her, their) authority to submit this Submittal and to bind the firm(s) herein named to perform as per Contract. Further, by signature, the undersigned attests to the following:

1. The Proposer is financially solvent and sufficiently experienced and competent to perform all of the work required of the Proposer in the Contract;
2. The facts stated in the Proposer's response pursuant to Request for Submittals, instructions to Proposer and Specifications are true and correct in all respects;
3. The Proposer has read and complied with, and submits their proposal agreeing to all of the requirements, terms and conditions as set forth in the Request for Proposals.
4. The Proposer warrants all materials supplied by it are delivered to the CITY of Lauderdale Lakes, Florida, free from any security interest, and other lien, and that the Proposer is a lawful owner having the right to supply the same and will defend the conveyance to the CITY of Lauderdale Lakes, Florida, against all persons claiming the whole or any part thereof.
5. **Proposer understands that if a team is short listed and selected to make oral presentations to the selection committee and/or CITY, only the team members evaluated in the written submissions may present at the oral presentations. Any changes to the team at the oral presentations will result in that team's disqualification.**
6. The undersigned certifies that if the firm is selected by the City the firm will negotiate in good faith to establish a Contract.
7. Proposer understands that all information listed above may be checked by the City of Lauderdale Lakes and Proposer authorizes all entities or persons listed above to answer any and all questions. Proposer hereby indemnifies the City of Lauderdale Lakes and the persons and entities listed above and holds them harmless from any claim arising from such authorization or the exercise thereof, including the dissemination of information pursuant thereto.

Submitted on this 16 day of February, 2024.

(If an individual, partnership, or non-incorporated organization)

Witness

Printed

Title

(If a corporation, affix seal)

Attested by Secretary

Company

By

Printed Name, Title

Company

By

Printed Name, Title

Incorporated under the laws of the State of _____

(For Corporation)

I HEREBY CERTIFY that a meeting of the Board of Directors of ATE ENGINEERING INC, a corporation under the laws of the State of FLORIDA held on February 15, 2024, the following resolution was duly passed and adopted:

"RESOLVED, that JEDDY S ALVAREZ as President of the Corporation, is hereby authorized to execute the Bid Form dated February 16, 2024, between the City of Lauderdale Lakes, Florida, and this Corporation, and that the execution thereof, attested by the Secretary of the Corporation and with corporate seal affixed, shall be the official act and deed of this Corporation".

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 16 day of February 2024.

[Signature]
Secretary

STATE OF FLORIDA

COUNTY OF Miami - Dade

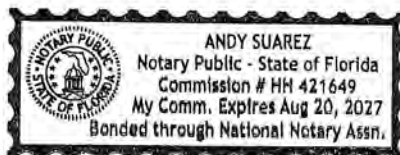
Sworn to (or affirmed) and subscribed before me via ☒ physical presence OR ☐ online notarizations this 16 day of February, 2024.

By JEDDY S ALVAREZ

Personally known X OR produced identification _____

Type of identification produced: _____

[Signature]
Signature of Notary Public, State of Florida



Notary seal (stamped in black ink)
OR
Printed, typed or stamped name of Notary
and Commission Number

CITY OF LAUDERDALE LAKES, FL
BIDDER'S QUALIFICATIONS STATEMENT

BIDDER'S GENERAL INFORMATION:

Bidder shall furnish the following information. Failure to comply with this requirement will render Bid non-responsive and may cause its rejection. Additional sheets shall be attached as required.

1. Bidder's Name, Principal Address, Phone, Fax Number and Email:

ATC ENGINEERING Inc
2222 NW 14th ST
Miami FL 33125
305-615-1898 INFO@ATCFLOIDA.NET

2. Number of years as a Contractor in this type of work: 8

3. Names and titles of all officers, partners or individuals doing business under trade name:

<u>EDDY S ALVAREZ</u>	<u>President</u>
<u>Luis Rodriguez</u>	<u>V President</u>

4. The business is a: Sole Proprietorship ☐ Partnership ☐ Corporation ☒

5. Name, address, and telephone number of surety company and agent who will provide the required bonds on this contract:

United States Fire Insurance Company 973-490-6600
305 Madison Avenue Morristown, New Jersey
Nickerson, Hoover and Company, 15050 NW 79th Ct, Suite 200 Miami Lakes
FL 33016

6. What is the last project of this nature that you have completed? Include the project value.

Southwest 54th Street Stormwater Improvements 1,450,000.00

7. Have you ever failed to complete work awarded to you. If so, when, where and why?

No

8. Have you personally inspected the proposed Work and do you have a complete plan for its performance?

Yes

9. List CM's or GC's your company has worked for within the past three years.

CM/GC
No. 1

Coastland Construction

Contact
Person:

Roger Reyes

Tel:
Fax:

786-351-3859

CM/GC
No. 2

Thomson Construction

Contact
Person:

Kim Paz

Tel:
Fax:

786 390-5933

10. List three SIGNIFICANT PROJECTS completed within the past five years.

Project
No. 1

Location:

City of Dania Beach

Date

Completed: March 2023

SW 54th St Drainage Improvements

Your \$ contract
Amount:

1,450,000.00

Contracting

Contact

Tel:

954-924-6800 X3617

Agency/Owner:

City of Dania Beach

Person:

Denise Akin

Fax:

Project
No. 2

Location:

City of North Miami

Date

Completed: October 2022

Solid Oaks Apartments

Your \$ contract
Amount:

950,000.00

Contracting

Contact

Tel:

786-351-3859

Agency/Owner:

Coastland Construction

Person:

Roger Reyes

Fax:

Project
No. 3

Location:

City of Lauderdale Lakes

Date

Completed: October 2020

NW 31 Ave Roadway Improvements

Your \$ contract
Amount:

985,000.00

Contracting

Contact

Tel:

786 405-5444

Agency/Owner:

City of Lauderdale Lakes

Person:

Luis Sanchez

Fax:

Continental Construction Corp

11. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

Luis Rodriguez V. President and Qualifier More than 20 years of experience
DIDRY'S AQUARIUM President More than 20 years of experience

12. State the name and licensing of the individual who will have personal supervision of the Work.

DEBBY S ALVARO

13. Will you sublet any part of this Work? If so, give details.

N/A

14. What equipment do you own that is available for the Work? (Attach additional sheets as necessary)

CAT 330 Excavator Cat 262 skid steer loader
Cat 926M Front loader

15. What equipment will you purchase for the proposed Work?

N/A

16. What equipment will you rent for the proposed Work?

N/A

17. Principal Materials Manufacturer and Subcontractors. The Bidder who proposes to perform Work per the project scope is submitting this Bid Form. The Schedule of Bid Prices shown on the preceding pages(s) has been calculated and tabulated using basic material prices. The following is a list of material manufacturers and subcontractors whose materials and services said Bidder proposes to furnish and utilize if awarded a Contract for the Work specified herein. It is understood that the following list is not complete, but includes the names of manufacturers of the principal components and subcontractors supplying principal services to said project. It is also understood that if awarded a Contract, the Bidder will furnish the materials of the manufacturers and utilize the services of the subcontractors stated herein and that if for any reason whatsoever Bidder wishes to substitute materials or subcontractors, Bidder shall request permission in writing from the City stating fully the reason for making such a request prior to ordering same.

All manufacturers or their authorized vendors have been made aware of all the appropriate portions of the Bid Documents and agree that their materials will meet all of the requirements stated therein and deliveries will be scheduled so as not to impede the progress of the Work.

Materials:

Item

Manufacturer

	:	
Pipes	:	Fortlane Waterworks
Drainage Structures	:	ALL American Pipe
Aggregates	:	CEMEX
Asphalt	:	General Asphalt
	:	
	:	
	:	
	:	

SUB-CONTRACTORS:

Name	License#	Duties	Contract Amount \$	% of Contract
N/A				

The Bidder acknowledges and understands that the information contained in response to this Qualification's Statement shall be relied upon by City in awarding the contract and such information is warranted by Bidder to be true. The discovery of any omission or misstatement that materially affects the Bidder's qualifications to perform under the contract shall cause the City to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

The Bidder also acknowledges that all information listed above may be checked by the City and authorizes all entities or persons listed above to answer any and all questions. Bidder hereby indemnifies the City and persons or entities listed above and hold them harmless from any claim arising from such authorization or the exercise thereof, including the dissemination of information requested above.


BIDDER's Signature

DEBBY S. ALVARADO
(Print or Type Name)

2/16/2024
Date

CITY OF LAUDERDALE LAKES, FL
DRUG FREE WORKPLACE CERTIFICATION

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, quantity, 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 (Florida Statutes Section 287.087). In order to 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, and 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.
7. Your firms Drug-Free Workplace Policy must be attached to this executed form and submitted with the Bid Documents.

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



BIDDER's Signature

DAVIDS ALVARO
(Print or Type Name)

CITY OF LAUDERDALE LAKES, FL
NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA

COUNTY OF Miami Dade

ILDELYS ALVAREZ being first duly sworn, deposes and says that:

1. Bidder ATE Engineering Inc is Owner the
(Owner, Partner, Officer, Representative or Agent)

2. Bidder is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or any other Bidder, or to fix any overhead, profit, or cost element of the Bid Price or the Bid Price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against City, or any person interested in the proposed Contract;

5. The price of items quoted in the attached Bid are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest

[Signature]
BIDDER's Signature

ILDELYS ALVAREZ
(Print or Type Name)

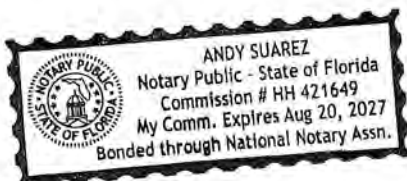
Sworn to (or affirmed) and subscribed before me via ☐ physical presence OR ☐ online notarizations this
16 day of February, 2024.

By ILDELYS ALVAREZ

Personally known X OR produced identification _____

Type of identification produced: _____

[Signature]
Signature of Notary Public, State of Florida



Notary seal (stamped in black ink) OR Printed, typed or stamped name of Notary and Commission Number

**CITY OF LAUDERDALE LAKES, FL
TRENCH SAFETY ACT COMPLIANCE**

Bidder acknowledges that the Florida Trench Safety Act, Section 553.60 et. seq., which became effective October 1, 1990, shall be in effect during the period of construction of the project. The Bidder by signing and submitting the Bid is, in writing, assuring that it will perform any trench excavation in accordance with the applicable trench safety standards. The Bidder further identifies the following separate item of cost of compliance with the applicable trench safety standards as well as the method of compliance.

Method of Compliance	Cost
Regular Trench (Trench Box)	\$ 35,000.00

Bidder acknowledges that this cost is included in the applicable items of the Bid Form and in the Grand Total Bid Price. Failure to complete the above and sign below may result in the bid being declared non-responsive.

The Bidder is, and the City are not, responsible to review or assess City's safety precautions, programs or costs, or the means, methods, techniques or technique adequacy, reasonableness of cost, sequences or procedures of any safety precaution, program or cost, including but not limited to, compliance with any and all requirements of Florida Statute Section 553.60 et. seq. cited as the "Trench Safety Act". Bidder is, and the City are not, responsible to determine if any safety or safety related standards apply to the project, including, but not limited to, the "Trench Safety Act".



BIDDERS Signature

ILDELYS ALVAREZ
(Print or Type Name)

CITY OF LAUDERDALE LAKES, FL
WARRANTIES

In consideration of, and to induce the Award of **THE City of Lauderdale Lakes, Florida**, Construction Contract described in these Bid Documents, the Contractor represents and warrants to the City of Lauderdale Lakes, Florida:

1. The Contractor is financially solvent and sufficiently experienced and competent to perform all of the work required of the Contractor in the Construction Contract; and
2. That the facts stated in the Contractor's Bid and information given the Contractor pursuant to the Request or Proposal for Bids, instructions to contractors and Specifications are true and correct in all respects; and
3. That the Contractor has read and complied with all of the requirements set forth in the request for Bids, Instructions to Contractors and Specifications; and
4. That the Contractor warrants all materials supplied by it under the terms of the Construction Contract are delivered to the City of Lauderdale Lakes, Florida, free from any security interest, and other lien, and that the Contractor is a lawful owner having the right to sell the same and will defend the conveyance to the City of Lauderdale Lakes, Florida, against all persons claiming the whole or any part thereof; and
5. That the materials supplied to the City of Lauderdale Lakes, Florida, under the Construction Contract are free from the rightful claims of any persons whomsoever, by way of patent or trademark infringement or the like; and
6. That the materials supplied under the Construction Contract are merchantable within the meaning of the Uniform Commercial Code Section 2-314; and
7. That the materials supplied under the Construction Contract are free from defects in materials and workmanship under normal use and service and that any such materials found to be defective shall be replaced by the Contractor as per the attached Warranty.
8. That the materials supplied pursuant to the Construction Contract are fit for the purposes for which they are intended to be used; that under normal use and maintenance the material will continue to be fit for such purposes for the warranty period after delivery, provided that the City shall give the Contractor notice that the materials failed to fulfill the warranty; such notice shall state in what respect the materials have failed to fulfill the warranty, where upon the Contractor shall be allowed a reasonable time after receipt of such notice to correct the defect and the City agrees to cooperate in this regard. If the materials cannot be made to fulfill the Contract within the warranty period the Contractor will either furnish duplicate materials, or at its option refund the amount paid, which shall constitute a settlement in full for all damages occasioned by reason at this warranty of fitness; and
9. That this Warranty is included in exposures for which the Contractor has products liability and completed operations insurance, in minimum amounts of Two Million (\$2,000,000.00) Dollars for property damage and Two Million (\$2,000,000.00) Dollars for personal injury as shown on the Certificates of such Insurance attached hereto, and the Contractor agrees to keep such insurance coverage during the period of this Warranty; and
10. That it is an express condition of this Warranty that the item(s) hereby warranted shall be operated and maintained by the City in accordance with the manufacturer's recommendations as to those portions of the item(s) that are not fabricated by the Contractor, and in accordance with the Contractor's recommendations, a copy of which has either been supplied

to the City of Lauderdale Lakes should maintain complete and accurate records made at the time of performance of maintenance showing compliance with such instructions, and by acceptance of this Warranty, the City of Lauderdale Lakes, Florida, agrees to present such records to the Contractor upon request in the event of a claim hereunder by the City;

11. The foregoing Warranties apply as a minimum and are supplemental to other Warranties offered. They are not substituted, but in addition to, any other Warranties offered; and
12. That it is agreed and understood by the Contractor that the City of Lauderdale Lakes, Florida, is induced to enter the Construction Contract in reliance upon this Warranty.

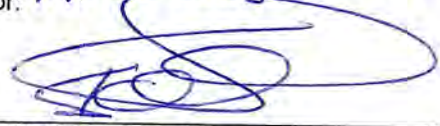
SIGNED, sealed and delivered on this 16 day of February, 2024.

(SEAL)



Contractor:

ATC Engineering INC




BIDDER's Signature

ILDEMI S. ALVAREZ

(Print or Type Name)

ATTEST:



Secretary

CITY OF LAUDERDALE LAKES, FL
E-VERIFY AFFIRMATION STATEMENT

ITB/Bid/Contract No: ITB24-6310-03B

Project Description: NW 49th Avenue Roadway and Drainage Improvement Project

Per Florida State Statutes, Chapter 448.095(2), effective January 1, 2021, no public contract can be entered into without an E-Verify certificate. This applies to both Prime Contractors and subcontractors. It is the responsibility of the Prime Contractor to verify compliance with subcontractors.

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of:

- a) All persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
- b) All persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify system during the term of the Contract is a condition of the Contract.

ATC ENGINEERING Inc
CONTRACTOR/PROPOSER/BIDDER Company Name

[Signature]
Authorized Company Signature

2/16/2024
Date

DORIS AVAREZ
Authorized Company Printed Name

President
Title

BID BOND

STATE OF Florida

COUNTY OF Miami-Dade

ATC Engineering, Inc.
2222 NW 14th Street, Miami, FL 33125
as

KNOW ALL MY BY THESE PRESENTS that
Principal, hereinafter called BIDDER and United States Fire Insurance Company as Surety, are held and firmly bound unto the CITY Lauderdale Lakes, Florida, hereinafter called the CITY in the penal sum of:

Five Percent of Amount Bid Dollars \$ 5% of Amount Bid

lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that whereas the BIDDER has submitted the accompanying Bid, dated February 16, 2024, for:

PROJECT NAME: NW 49th Avenue Roadway and Drainage Improvement Project
BID NO: 24-6310-03B

NOW, THEREFORE,

1. It is a condition precedent to the submission of said Bid that a certified check, cashiers check or bid bond in the amount of five percent (5%) of the base Bid be submitted with said Bid as a guarantee that BIDDER will, if awarded the contract, enter into a written contract with CITY.
2. If the BIDDER shall not withdraw said bond within ninety (90) days after date of the same, and shall within fifteen (15) days after the prescribed forms are presented to him for signature, enter into a written contract with the CITY in accordance with the Bid as accepted, and give bonds with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, then the above obligation shall be void and of no effect, otherwise the sum herein stated shall be due and payable to CITY and the Surety herein agrees to pay said sum immediately upon demand of the CITY in good and lawful money of the United States of America as liquidated damages for failure thereof of said BIDDER.

IN WITNESS WHEREOF, the above-bounded parties executed this instrument under their several seals, this 16th day of Feb., 24 the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

WITNESS: (If Sole Ownership or Partnership, two (2) Witnesses required. If Corporation, Secretary Only will attest and affix seal.)

WITNESSES:

BIDDER

ATC Engineering, Inc.

(AFFIX SEAL)

ATC Engineering, Inc.

By (Signature & Title)

Typed Name & Title signed above

ATTEST: As Per Attached Power of Attorney

Haley Blythe
Secretary Haley Blythe

ATTEST: As Per Attached Power of Attorney

Alicia Angelillo
Secretary Alicia Angelillo

(AFFIX SEAL)

United States Fire Insurance Company

CORPORATE SURETY (Affix Seal)

By (Signature & Title)

Charles J. Nielson, Attorney-In-Fact

Typed Name & Title signed above

Charles J. Nielson, Attorney-In-Fact, 305-722-2663

Attorney in Fact (Affix Seal) Business Phone

305 Madison Avenue

Business Address

Morristown, NJ 07960

CITY

State

Nielson, Hoover and Company, 15050 NW 79th Court, Suite 200, Miami Lakes, FL 33016

Name of Local Insurance Agency

**POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

00927

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

*Ian A. Nipper, David Russell Hoover, Joseph Penichet Nielson,
Charles David Nielson, Charles Jackson Nielson, Shawn Alan Burton, Jarrett Merlucci*

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **Seven Million, Five Hundred Thousand Dollars (\$7,500,000).**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

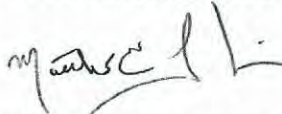
Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

- (a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
- (b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28th day of September, 2021.

UNITED STATES FIRE INSURANCE COMPANY



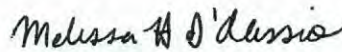
Matthew E. Lubin, President



State of New Jersey }
County of Morris }

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.



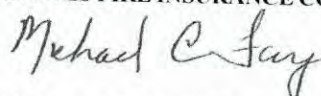


Melissa H. D'Alessio (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 16th day of February 20 24

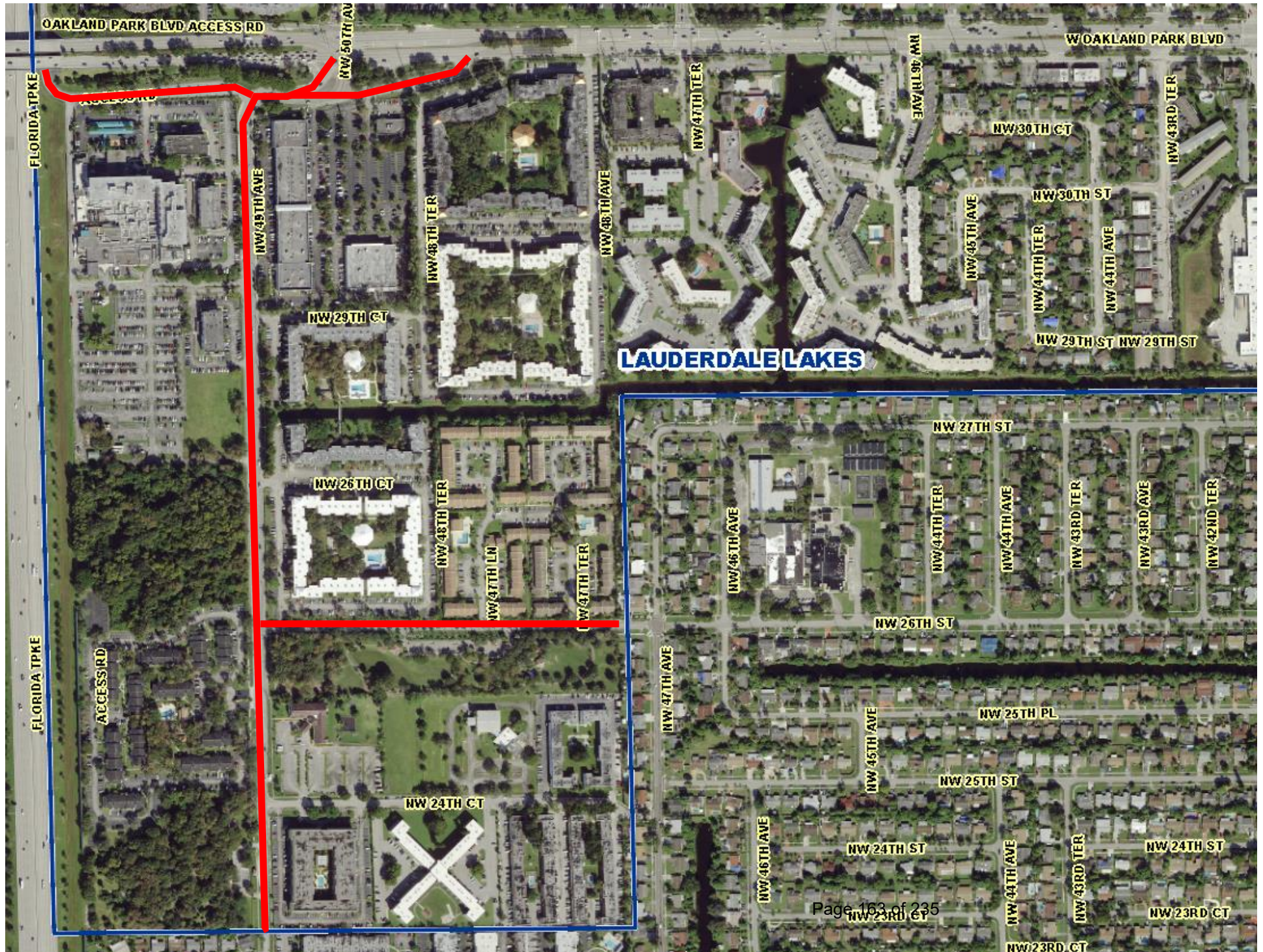
UNITED STATES FIRE INSURANCE COMPANY



Michael C. Fay, Senior Vice President



NW 49th AVENUE DRAINAGE PROJECT



CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: Yes

Contract Requirement: No

Title
RESOLUTION 2024-020 AUTHORIZING THE AMENDMENT OF TASK ORDER TO R.J. BEHAR & COMPANY TO CONTINUE PERFORMANCE OF PROFESSIONAL ENGINEERING SERVICES TO THE CITY OF LAUDERDALE LAKES IN EXECUTING THE NW 49TH AVENUE ROADWAY AND DRAINAGE IMPROVEMENT PROJECT BY MONITORING PROGRESS OF THE CONSTRUCTION AND OTHER RELATED PROFESSIONAL SERVICES FOR AN AMOUNT NOT TO EXCEED THIRTY-SEVEN THOUSAND SIX HUNDERD TWENTY EIGHT DOLLARS (\$37,628.00) AND FURTHER INCLUDING A CONTINGENCY FEE OF TWELVE THOUSAND THREE HUNDRED AND SEVENTY TWO DOLLARS ((\$12,372.00) FOR A TOTAL AMENDMENT AMOUNT NOT TO EXCEED FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00)

Summary
This resolution authorizes the amendment of Task Order to R.J. Behar & Company to continue performance of professional engineering services to the City of Lauderdale Lakes in executing the NW 49th Avenue Roadway and Drainage Improvement Project by monitoring progress of the construction and other related professional services for an amount not to exceed \$37,628.00 and further including a contingency fee of \$12,372.

Staff Recommendation

Background:

The City Commission approved the task order to R.J Behar & Company, Inc. per Resolution 2021-131 at its meeting held November 23, 2021 to complete the necessary analysis, plans, and specifications to facilitate the improvements to the drainage system. Work activity for this task order included site surveys, drainage analysis, pavement assessments, percolation testing (water absorption rate), plans preparation, solicitation and bid assistance, and post design and post award services. The City Commission approved an amount not to exceed \$140,000 to execute this task.

The Consultant, R.J Behar & Company, Inc. will continue assisting the City in executing the improvement project by monitoring progress of the construction, preparing amendments to the plans as needed, providing technical responses to RFI's, assisting in selection of a Contractor, etc. This additional cost is \$37,628; however, and additional amount of \$12,372 is requested as a contingency for a total amount of \$50,000. The revised budget for the task order is in an amount not to exceed \$190,000.

The construction contract for this project is scheduled to be awarded in a subsequent resolution. R.J. Behar is the Engineer of Record for this project. They are required to conduct critical inspections and oversight to ensure that the project is built in accordance with the approved plans and specifications.

The NW 49th Drainage Improvement Project supports the City's strategic goals of maintaining and improving public infrastructure.

Funding Source:

Funding for this project will be provided from the Stormwater Fund, org. unit 4010401.




Fiscal Impact:

There is a fiscal impact associated with this amended task order in an amount up to \$50,000. Funding is however included in the FY 2024 Budget.

Sponsor Name/Department: Ronald Desbrunes, P.E. Public Works Director

Meeting Date: 3/26/2024

ATTACHMENTS:

Description		Type
	Resolution 2024-020 Amending RJ Behar Task Order	Resolution
	Exhibit A - Supplement Proposal from RJ Behar	Exhibit
	Location Map	Backup Material

RESOLUTION 2024-020

A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA AUTHORIZING THE AMENDMENT OF TASK ORDER TO R.J. BEHAR & COMPANY, INC. TO CONTINUE PERFORMANCE OF PROFESSIONAL ENGINEERING SERVICES TO THE CITY OF LAUDERDALE LAKES IN EXECUTING THE NW 49TH AVENUE DRAINAGE IMPROVEMENT PROJECT BY MONITORING PROGRESS OF THE CONSTRUCTION AND OTHER RELATED PROFESSIONAL SERVICES FOR AN AMOUNT NOT TO EXCEED THIRTY-SEVEN THOUSAND SIX HUNDRED TWENTY EIGHT AND NO/100 DOLLARS (\$37,628.00); FURTHER INCLUDING A CONTINGENCY FEE OF TWELVE THOUSAND THREE HUNDRED SEVENTY TWO AND NO/100 DOLLARS (\$12,372.00) FOR A TOTAL AMENDMENT AMOUNT NOT TO EXCEED FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00); A COPY OF WHICH IS ATTACHED HERETO AS **EXHIBIT A**, AND A DRAFT COPY OF WHICH CAN BE INSPECTED IN THE OFFICE OF THE CITY CLERK; PROVIDING FOR THE ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Resolution No. 2015-06, the City Commission of the City of Lauderdale Lakes approved a contract award, in accordance with the Lauderdale Lakes Procurement Code, to various professional firms for services and consultation in connection with anticipated public capital improvement projects;

WHEREAS, R.J. Behar & Company, Inc. (the "Contractor") was pre-qualified to perform stormwater and drainage engineering and civil engineering for the City of Lauderdale Lakes ("City") and was one of the vendors awarded Contract No. 14-3110-07Q-RJB pursuant to Resolution No. 2015-06, as renewed by the City and the Contractor on January 6, 2021;

WHEREAS, City Staff requested that a task order be approved to facilitate the NW 49th Avenue Drainage Improvement Project ("Project") by establishing the plans and specifications needed to complete the improvements, as well as to support the City's strategic goals of maintaining and improving public infrastructure;

1 WHEREAS, the Contractor provided an estimate of One Hundred Thirty-Nine Thousand
2 Two Hundred Twenty-Seven and 14/100 Dollars (\$139,227.14);

3 WHEREAS, the City's Director of Financial Services or designee determined that the time,
4 expense and marketplace factors made it financially advantageous for the City to utilize the task
5 order-contracting delivery method in accordance with the City's Procurement Code, Section 82-
6 363;

7 WHEREAS, pursuant to Resolution 2021-131, at its November 23, 2021 regular meeting,
8 the City Commission approved the task order to the Contractor, to complete the necessary
9 analysis, plans, and specifications to facilitate the improvements to the drainage system. Work
10 activity for this task order included site surveys, drainage analysis, pavement assessments,
11 percolation testing (water absorption rate), plans preparation, solicitation and bid assistance,
12 and post design and post award services;

13 WHEREAS, the City Commission approved an amount not to exceed One Hundred Forty
14 Thousand and No/100 Dollars (\$140,000.00) to execute this task;

15 WHEREAS, at the present time, City Staff recommends retaining the professional
16 engineering services of the Contractor for the purpose of continued assistance to the City in
17 executing the improvement project, which services shall include monitoring the progress of the
18 construction, preparing amendments to the plans as needed, providing technical responses to
19 requests for information, assisting in selection of a Contractor, all for an additional cost not to
20 exceed Thirty-Seven Thousand Six Hundred Twenty Eight and No/100 Dollars (\$37,628.00);

21 WHEREAS, City staff is requesting an additional Twelve Thousand Three Hundred Seventy
22 Two and No/100 Dollars (\$12,372.00) as a contingency for a total amount of Fifty Thousand and

No/100 Dollars (\$50,000.00), which all operate to effectively revise and increase the Project budget for the subject task order in an amount not to exceed One Hundred Ninety Thousand and No/100 Dollars (\$190,000.00); and

WHEREAS, the fiscal impact to the City is not expected to exceed Fifty Thousand and No/100 Dollars (\$50,000.00); and there is adequate funding available in the Stormwater Fund, 4010401-3110-Drain budget.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES AS FOLLOWS:

SECTION 1. ADOPTION OF RECITALS: The foregoing RECITALS are hereby ratified and confirmed as being true, and the same are hereby made a part of this Resolution.

SECTION 2. APPROVAL AND AMENDMENT: The City Commission hereby approves amendment to the Task Order to the Contractor, R.J. Behar & Company, for an amount not to exceed Fifty Thousand and No/100 Dollars (\$50,000.00) and total revised budget for the Task Order in an amount of One Hundred Ninety Thousand and No/100 Dollars (\$190,000.00) for the purpose of preparing the plans and specifications needed to complete the improvements in the City's NW 49th Avenue Drainage Improvement Project. The City Commission further authorizes the Mayor to execute the Agreement necessary to effectuate the intent of this Resolution.

SECTION 3. INSTRUCTIONS TO THE CITY CLERK: The City Clerk and other appropriate City Officials, through the City Manager are hereby authorized to take any and all actions necessary to effectuate the intent of this Resolution.

SECTION 4. EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

ADOPTED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES AT ITS REGULAR MEETING HELD MARCH 26, 2024.

VERONICA EDWARDS PHILLIPS, MAYOR

ATTEST:

VENICE HOWARD, CMC, CITY CLERK

Approved as to form and legality
for the use of and reliance by the
City of Lauderdale Lakes only:

Sidney C. Calloway, City Attorney

Sponsored by: Ronald Desbrunes, Director, Public Works and Asheley Hepburn, Director, Financial Services

VOTE:

Mayor Veronica Edwards Phillips	_____ (For)	_____ (Against)	_____ (Other)
Vice-Mayor Mark Spence	_____ (For)	_____ (Against)	_____ (Other)
Commissioner Tycie Causwell	_____ (For)	_____ (Against)	_____ (Other)
Commissioner Karlene Maxwell-Williams	_____ (For)	_____ (Against)	_____ (Other)
Commissioner Sharon Thomas	_____ (For)	_____ (Against)	_____ (Other)

SCOPE OF SERVICES

Proposal For 49th Avenue Drainage Improvements Post-Design Services

March 15, 2024

I. Introduction

The City of Lauderdale Lakes (City) has indicated that NW 49th Avenue between Oakland Park Blvd. to just north of NW 23rd Street has been experiencing severe flooding. From record drawings the existing roadway was widened to four lanes between Oakland Park Blvd. to the Woodsdale Oaks Apartments entrance (230 ft south of NW 26th Street) around the year 2006. The roadway has curb and gutters with curb inlets collecting runoff, French drains for water quality treatment and overflow to the existing canal south of NW 29th Court. The intent of this project is to alleviate and address the flooding issues. The original scope of work includes design, bidding, award and limited construction engineering inspection services.

Currently, the design is complete, and the Broward County surface water permit was obtained.

During the design, there was a need to do an extra survey, Geotech and utilities locate which were not part of the original budget. The City directed us to use the post design services budget to cover those costs.

This supplemental request is to replenish the post design services budget, below is the scope of work and fee breakdown.

II. Scope of Work

A. Design Analysis

1. Bidding Assistance

RJ Behar shall provide plans and specifications to the City for distribution to contractors. The City will provide the front-end documents. These will be reviewed for consistency with the project specifications. RJ Behar shall respond to requests for information (RFI's).

- a. Meetings: Attend Pre-bid meeting(s).
- b. Addendums: RJ Behar shall prepare all necessary responses to RFI's to answer questions posed by contractors.

2. Post Design Engineering Services and Limited Inspection Services

- a. Throughout the duration of the construction there may be a need to review shop drawings and submittals, provide clarifications, respond to request for information (RFI) and review change orders. RJ Behar will create a log, review the shop drawings and will determine whether these are acceptable for construction or whether a re-submittal is required. Four (10) shop drawings, four (4) material submittals, two (2) RFI's and two (2) other submittals have been considered.

- b. During the construction there may be a need to attend the following meetings:
 - i. Pre-Construction Meeting
 - ii. Construction Progress meetings (1 meeting included)
- c. During the construction there may be a need to perform field reviews. RJ Behar shall attend field reviews as required by the City. One field review/ inspection per week, one substantial completion and one final inspection have been considered. RJ Behar shall conduct inspections to determine if the Project is substantially complete and the date of substantial completion and a final inspection to determine if the Project has been completed in general accordance with the Contract Documents and the date of final completion, shall receive and review written guarantees and related documents assembled by the Contractor. RJ Behar shall assist in preparation of punch list items and during substantial completion review and approve of completed items before final completion or project certification.
- d. During the construction there may be a need to perform plan revisions. RJ Behar shall perform plan revisions as required by the Project to include Quality Control and supervision. One plan revision has been considered.
- e. At the end of the project RJ Behar will review the As-built plans prepared by the contractor and prepare the final certification. All survey field work required to locate the required appurtenances will be the responsibility of the contractor. No Record drawings will be provided.

See attached fee breakdown.

FEE PROPOSAL SUMMARY

R.J. BEHAR & COMPANY

PROJECT DESCRIPTION: 49th Avenue Drainage Improvements Post Design Services

ACTIVITY	PRINCIPAL		PROJECT MANAGER		ENGINEER		JR. ENGINEER/ INSPECTOR				MANHOURS	TOTAL COST
		\$ 238.44		\$ 196.38		\$ 99.75		\$ 86.55				
	STAFF HOURS	HOURLY RATE	STAFF HOURS	HOURLY RATE	STAFF HOURS	HOURLY RATE	STAFF HOURS	HOURLY RATE	STAFF HOURS	HOURLY RATE	BY ACTIVITY	BY ACTIVITY
Bid Assistance		\$ -	4.0	\$ 785.52	16.0	\$ 1,596.00		\$ -		\$ -	20	\$ 2,381.52
Post Design Services and Limited CEI	4.0	\$ 953.76	18.0	\$ 3,534.84	58.0	\$ 5,785.50	280.0	\$24,234.00		\$ -	360	\$ 34,508.10
												\$ -
TOTAL	4	\$ 953.76	22	\$ 4,320.36	74	\$ 7,381.50	280	\$24,234.00	0	\$ -	380	\$ 36,889.62
LABOR FEE												\$ 36,890.00
DIRECT REIMBURSABLES - travel, parking, printing (L.S. @ 2.0%)												\$ 738.00
SUBCONSULTANTS												
SUBTOTAL												\$ 37,628.00
Contingency												\$ 12,372.00
TOTAL:												\$ 50,000.00

FEE PROPOSAL SUMMARY**R.J. BEHAR & COMPANY****PROJECT DESCRIPTION: 49th Avenue Drainage Improvements Post Design Services**

POST DESIGN SERVICES				
	UNITS	HRS	TOTAL HRS	
Shop Drawings	15	2	30.00	
RFI's	2	4	8.00	
Other Submittals	2	4	8.00	
Meetings	2	4	8.00	
Inspections	35	8	280.00	
Substantial	1	4	4.00	
Final	1	2	2.00	
Plan Rev	1	16	16.00	
Final Cert	1	4	4.00	
	TOTAL		360.00	

Assuming 8 month Construction Duration

Inspections @ 8 hrs per week

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: Yes

Contract Requirement: Yes

Title

RESOLUTION 2024-021 AUTHORIZING THE CITY MANAGER TO APPROVE A PROPOSAL IN THE AMOUNT OF FORTY-NINE THOUSAND NINE HUNDRED SEVENTY-FIVE (\$49,975.00) FROM KIMLEY-HORN AND ASSOCIATES TO PROVIDE ADA ASSESSMENT, COMPLIANCE REVIEW OF CITY RIGHT-OF-WAY FOR THE AREA BOUNDED BY THE FLORIDA TURNPIKE, OAKLAND PARK BOULEVARD, STATE ROAD 7 AND THE NORTHERN CITY LIMITS AND TO PROVIDE AN ADA REMEDIATION PLAN

Summary

This resolution authorizes approval of a proposal in the amount of \$49,975 from Kimley-Horn and Associates to provide ADA assessment, compliance review City right-of-way for the area bounded by the Florida Turnpike, Oakland Park Boulevard, State Road 7 and the northern City Limits and to provide an ADA remediation plan

Staff Recommendation

Background:

The City Commission approved the contract award to Kimley-Horn and Associates, Inc., per Resolution 2023-059, Contract No. 22-3110-07Q. The Consultant was pre-qualified to perform General Planning; Civil Engineering; Geographic Information Systems (GIS); Mechanical, Electrical, & Plumbing; Roadway & Drainage Engineering, and Landscape Architecture.

The American with Disabilities Act (ADA) is a Federal law that prohibits discrimination against individuals with disabilities in many areas of public life, including jobs, schools, transportation, and many public and private places that are open to the general public. Title II of the ADA Act requires State and local government to self-evaluate, plan and make reasonable modifications to policies, practices and procedures where necessary to avoid discrimination.

The law extends to providing a continuous unobstructed way for pedestrian passage. To ensure the City is in compliance with the laws, sidewalk accessibility path of travel has been prioritized as it provides mobility to residents and businesses. The City owns and operates approximately 84 miles of sidewalk. An assessment of the existing sidewalk system is needed in order to ensure compliance with the ADA Act and to develop a remediation plan to bring all non-compliant sidewalk facilities into compliance.

Kimley-Horn and Associates provided a proposal in the amount of \$49,975 to:

- conduct a self-evaluation on a portion of the City located between the Florida Turnpike, Oakland Park Boulevard, State Road 7 and the northern City Limits
- Provide a remediation plan

It is anticipated that the deliverables for this project will be completed by December 31, 2024.

Funding Source:

This project is funded in the FY2024 approved budget.. Funds will be deducted from the Capital Improvement Project, account#: 3151319-6310-RWADA

Fiscal Impact:

There is a fiscal impact in the amount of \$49,975. This initiative was approved and budgeted in the FY2024 CIP Plan.

Sponsor Name/Department: Ronald Desbrunes, P.E. Public Works Director

Meeting Date: 3/26/2024

ATTACHMENTS:

Description	Type
▣ Resolution 2024-021 Authorizing Proposal for ADA Assessment	Resolution
▣ Proposal from Kimley-Horn and Associates	Exhibit
▣ Backup Material	Backup Material
▣ Signed KHA Contract	Backup Material
▣ Location Map	Backup Material

1 RESOLUTION 2024-021

2
3 A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES,
4 FLORIDA AUTHORIZING THE CITY MANAGER TO APPROVE A PROPOSAL
5 FOR A PROFESSIONAL SERVICES AGREEMENT BETWEEN KIMLEY-HORN
6 AND ASSOCIATES, INC AND THE CITY OF LAUDERDALE LAKES TO PROVIDE
7 PROFESSIONAL SERVICES ASSOCIATED WITH THE 2024 AMERICANS WITH
8 DISABILITIES ACT SPECIFIC AREA SELF-EVALUATION AND REMEDIATION
9 PLAN PROJECT FOR AN AMOUNT NOT TO EXCEED FORTY-NINE THOUSAND
10 NINE HUNDRED SEVENTY-FIVE AND NO/100 DOLLARS (\$49,975.00);
11 PROVIDING FOR THE ADOPTION OF RECITALS; PROVIDING FOR
12 INSTRUCTIONS TO THE CITY CLERK; PROVIDING AN EFFECTIVE DATE.
13

14 WHEREAS, the Americans with Disabilities Act (“ADA”) is a federal law that prohibits
15 discrimination against individuals with disabilities;

16 WHEREAS, Title II of the ADA (“Title II”) prohibits discrimination on the basis of disability
17 in all services, programs, and activities provided by state and local government;

18 WHEREAS, Title II requires state and local government to self-evaluate, plan, and make
19 reasonable modifications to policies, practices, and procedures where necessary to avoid
20 discrimination;

21 WHEREAS, an assessment of the existing sidewalk system within the City of Lauderdale
22 Lakes (“City”) is needed in order to ensure compliance with ADA and to develop a remediation
23 plan to bring all non-compliant sidewalk facilities into compliance;

24 WHEREAS, the City Commission previously adopted Resolution 2023-059, which
25 approved a contract award to Kimley-Horn and Associates, Inc. (“Kimley-Horn”), Contract No.
26 22-3110-07Q, pre-qualifying the Consultant to perform General Planning; Civil Engineering;
27 Geographic Information Systems (GIS); Mechanical, Electrical, & Plumbing; Roadway & Drainage
28 Engineering, and Landscape Architecture;

1 WHEREAS, upon City Staff's request, the Kimley-Horn has provided a proposal to conduct
2 a self-evaluation and draft a remediation plan ("Services") for the area bounded by the Florida
3 Turnpike, West Oakland Park Boulevard, State Road 7, and the Tamarac/Lauderdale Lakes
4 municipal boundary to the City as requested; and

5 WHEREAS, because, Kimley-Horn's proposal provides that it can accomplish the Services
6 for the lump sum fee of Forty-Nine Thousand Nine Hundred Seventy-Five and No/100 Dollars
7 (\$49,975.00), City Staff recommends approval of the proposal, which amount is funded in the
8 FY2024 approved budget.

9 NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF
10 LAUDERDALE LAKES AS FOLLOWS:

11 SECTION 1. ADOPTION OF RECITALS: The foregoing RECITALS are hereby ratified and
12 confirmed as being true, and the same are hereby made a part of this Resolution.

13 SECTION 2. AUTHORITY: The City Commission hereby authorizes the City Manager to
14 approve the proposal for a professional services agreement between Kimley-Horn and
15 Associates, Inc. and the City of Lauderdale Lakes to perform and provide professional services
16 associated with the 2024 Americans With Disabilities Act specific area self-evaluation and
17 remediation plan project for an amount not to exceed Forty-Nine Thousand Nine Hundred
18 Seventy-Five and No/100 Dollars (\$49,975.00), that certain proposal in substantially the form as
19 attached hereto as **Exhibit A** and incorporated herein by reference.

20 SECTION 3. INSTRUCTIONS TO THE CITY CLERK: The City Clerk and other appropriate
21 City Officials are hereby authorized to take any and all actions necessary to effectuate the intent
22 of this Resolution.

SECTION 4. EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

ADOPTED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES AT ITS REGULAR MEETING HELD MARCH 26, 2024.

VERONICA EDWARDS PHILLIPS, MAYOR

ATTEST:

VENICE HOWARD, CMC, CITY CLERK

Approved as to form and legality
for the use of and reliance by the
City of Lauderdale Lakes only:

Sidney C. Calloway, City Attorney

Sponsored by: Ronald Desbrunes, P.E., Director of Public Works

VOTE:

Mayor Veronica Edwards Phillips	_____ (For)	_____ (Against)	_____ (Other)
Vice-Mayor Mark Spence	_____ (For)	_____ (Against)	_____ (Other)
Commissioner Tycie Causwell	_____ (For)	_____ (Against)	_____ (Other)
Commissioner Karlene Maxwell-Williams	_____ (For)	_____ (Against)	_____ (Other)
Commissioner Sharon Thomas	_____ (For)	_____ (Against)	_____ (Other)



February 29, 2024

Ronald Desbrunes, P.E.
Public Works Director
City of Lauderdale Lakes
4300 NW 36th Street
Lauderdale Lakes, FL 33319

**Re: Professional Services Agreement
2024 ADA Specific Area Self-Evaluation and Remediation Plan
Lauderdale Lakes, FL**

Dear Mr. Desbrunes:

Kimley-Horn and Associates, Inc., (hereinafter referred to as “Consultant”, “We” or “Kimley-Horn”), in connection with the City of Lauderdale Lakes’ “Library of Professional Services Consultants; Contract No. 22-3110-07Q” is pleased to submit this proposal to the City of Lauderdale Lakes, (hereinafter referred to as “Client” or “City”) to provide professional services associated with the 2024 Americans with Disabilities Act (ADA) Specific Area Self-Evaluation and Remediation Plan project.

Project Understanding

The City has requested a proposal for an ADA Self-Evaluation and Remediation Plan for the area bounded by the Florida Turnpike, W Oakland Park Boulevard, State Road 7, and the Tamarac/Lauderdale Lakes municipal boundary, as shown in Exhibit A. The project will include an ADA compliance review of City public rights-of-way sidewalk corridors and intersections. Possible solutions to bring any non-compliant elements into compliance will be provided. An ADA Remediation Plan memorandum will be developed and include documentation of tasks and associated findings outlined in this Scope of Services.

The following project assumptions have been made:

- This scope of services does not include an ADA compliance review for the entire City nor does it include State or County rights-of-way.

Scope of Services

Kimley-Horn will provide the services specifically set forth below.

Task 1 – Self Evaluation

- 1.1 Kick-Off Meeting. Kimley-Horn will prepare for and attend a project kick off meeting with City Staff. Project objectives, schedule, communication methods, and base information will be discussed. Kimley-Horn will coordinate with City staff to identify and obtain all necessary documents and materials to support the Self-Evaluation and clarify the project area.
- 1.2 Facility Review. The Consultant will establish field teams which will conduct evaluations based on forms developed by the Consultant. The evaluation forms for facilities listed below will be based on

the 2011 Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way (PROWAG).

- Sidewalk Corridors – Up to 15 linear miles of pedestrian access routes within the public rights-of-way will be evaluated to include sidewalk corridors, intersections, driveway crossings and associated curb ramps. We will also evaluate areas that are missing sidewalks and crosswalks at intersections.

1.3 Facility Report. The Consultant will create a memorandum for the sidewalk corridor evaluation that will identify compliance status and include the following:

- Listing of facilities that are in compliance with ADA requirements.
- Listing of facilities that are not in compliance with ADA requirements.
- Possible solutions to resolve non-compliance issues for each facility.
- Prioritized list of improvements using criteria developed by the Consultant.
- "Cost report" that assigns conceptual budget estimates to each possible solution. Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.
- Pay item descriptions, units, and unit prices will be based on the Florida Department of Transportation Current 12 Month Moving Area Averages. Changes to the pay item units after project commencement will be considered Additional Services.
- The compliance status and possible solutions for the sidewalk corridor will be based on the 2011 Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way (PROWAG).

Task 2 – Remediation Plan Development

2.1 Draft Remediation Plan. Based on the Self-Evaluation, the Consultant will prepare a draft Remediation Plan for the Client. The plan will include:

- Executive summary which will describe the project purpose, process, and most significant findings;
- Summary and detailed findings of Self-Evaluation; and
- A schedule with cost estimates for the removal of facility barriers that cannot be resolved through relocation of services, the provision of auxiliary aids, or equivalent facilitation.

The Consultant will provide electronic copies of the Draft Remediation Plan in Microsoft Word and Adobe PDF formats to the Client.

2.2 Final Remediation Plan. The Consultant will address one (1) round of comments from City staff to prepare a Final ADA Self-Evaluation and Remediation Plan for the Client. The Consultant will provide the following deliverables to the Client:

- Electronic copies of the Final Remediation Plan in Microsoft Word and Adobe PDF formats; and
- Two (2) printed copies of the Final Remediation Plan.

This task will include up to two (2) conference calls with the City to discuss comments and/or the overall status of the project.

ADDITIONAL SERVICES

The consultant will provide, as requested and authorized by the City, services that may be required in addition to those described above. Additional services we can provide include, but are not limited to, the following:

- Monthly project progress reports
- External ADA Advisory Committee
- Lauderdale Lakes design standards review
- Bus Shelter ADA compliance reviews
- ADA/504 Coordinator training
- City's Grievance Policy and Procedure review
- City's ADA Notice review
- City Staff training on 2011 PROWAG
- Meetings and coordination beyond that specifically outlined above

INFORMATION PROVIDED BY CLIENT

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project, including but not limited to the following:

- Existing sidewalk as-built information, if available

SCHEDULE

Kimley-Horn will provide services as expeditiously as practicable with the goal of meeting a mutually agreed upon schedule.

FEE AND BILLING

The consultant will accomplish the services outlined in **Tasks 1-2** for the Lump Sum Fee of **\$49,975** as outlined below. All permitting, application, and similar project fees if applicable will be paid directly by the City.

TASK	DESCRIPTION	LABOR FEE
1	Self-Evaluation	\$33,300
2	Remediation Plan Development	\$16,675
LUMP SUM FEE		\$49,975

If authorized by the City, additional services will be billed hourly as needed.

CLOSURE

The terms and conditions of the City of Lauderdale Lakes' "Library of Professional Services Consultants; Contract No. 22-3110-07Q" shall govern this scope of services.

I appreciate this opportunity to submit this proposal. If you have any questions or need additional information, please contact me at (954) 535-5100.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.



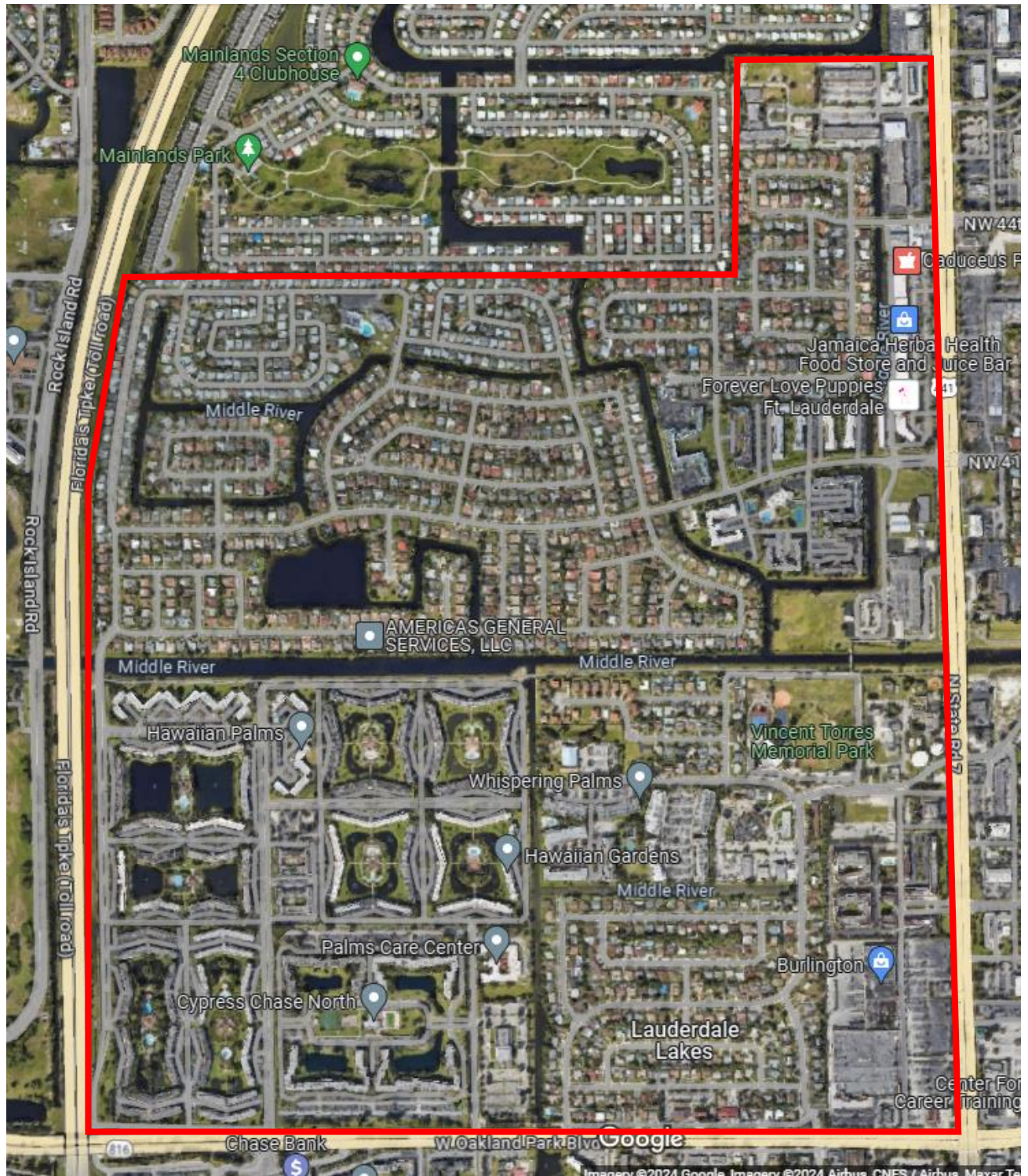
Marissa Maring, P.E.
Project Manager



Stefano Viola, P.E.
Senior Associate

O:\Marissa\Lauderdale Lakes\ADA Remediation Plan

EXHIBIT A - PROJECT LOCATION MAP



2024 ADA SPECIFIC AREA SELF-EVALUATION AND REMEDIATION PLAN PROJECT - STAFFING HOURS

PROJECT: 2024 ADA Specific Area Self-Evaluation and Remediation Plan								SHEET:				
CLIENT: City of Lauderdale Lakes								FILE NO:				
ESTIMATOR: Marissa Maring								DATE: 2/29/2024				
DESCRIPTION:	DIRECT LABOR (MAN-HOURS)											
	Principal	Senior Professional Engineer	Project Manager	Project Engineer	Engineer	Engineering Intern	Project Coordinator/ Specialist	CAD Technician	Inspector	Administrative	Expenses	Line Total
Task 1: Self-Evaluation												
Kick-Off Meeting (1 meeting)			4	4						1		\$1,680.00
Facility Review - Sidewalk Corridor (15 miles)			10	40	50					4		\$17,070.00
Facility Report			8	30	50							\$14,550.00
Task 2: Remediation Plan Development												
Draft Remediation Plan			10	25	30					3		\$11,365.00
Final Remediation Plan			4	8	8					2		\$3,660.00
Conference Calls (2 calls)			3	3	3							\$1,650.00
	0	0	39	110	141	0	0	0	0	10	0	
LABOR RATE (\$/HOUR)	275.00	245.00	225.00	175.00	150.00	135.00	155.00	125.00	115.00	80.00	1	
SUBTOTAL	\$0.00	\$0.00	\$8,775.00	\$19,250.00	\$21,150.00	\$0.00	\$0.00	\$0.00	\$0.00	\$800.00	\$0.00	
PAGE TOTAL	\$49,975.00											\$49,975.00

RESOLUTION 2023-059

A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA, IN ACCORDANCE WITH SECTION 82-363 OF THE LAUDERDALE LAKES PROCUREMENT CODE, AUTHORIZING THE MAYOR AND THE CITY CLERK TO EXECUTE, AND ATTEST, RESPECTIVELY, THAT CERTAIN CONTRACT AWARD TO KIMLEY-HORN AND ASSOCIATES, INC., CRAVEN, THOMPSON & ASSOCIATES, INC., CALVIN, GIORDANO & ASSOCIATES, INC., AE ENGINEERING, INC., AND MILLER, LEGG & ASSOCIATES, INC., AS THE TOP FIVE RANKED CONSULTANTS TO ESTABLISH A LIBRARY OF CIVIL ENGINEERING CONTRACTORS FROM VARIOUS DISCIPLINES FOR RFQ22-3110-07QCE, CCNA LIBRARY OF PROFESSIONAL SERVICES (CIVIL ENGINEERING); A DRAFT COPY OF SAID CONTRACT IS ATTACHED HERETO AS **EXHIBIT A**; A DRAFT COPY OF WHICH CAN BE INSPECTED IN THE OFFICE OF THE CITY CLERK; PROVIDING FOR ADOPTION OF RECITALS, PROVIDING INSTRUCTIONS TO THE CITY CLERK; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lauderdale Lakes ("City") solicited qualified, experienced, and licensed firms to provide a variety of professional services in accordance with s. 287.005, Fla. Stat., Consultants' Competitive Negotiation Act, and Section 82-363 of the City Procurement Code;

WHEREAS, the City's solicitation for responses to Request for Quotation No. RFQ22-3110-07QCE, CCNA Library of Professional Services (Civil Engineering) (the "RFQ") to establish a library of Contractors from various professional disciplines was implemented through the City's electronic bid system, DemandStar.com, for the time period beginning on September 23, 2022, and ending on December 14, 2022;

WHEREAS, the solicitation of the RFQ was broadcasted to 2,175 contractors, and there were 102 plan holders;

WHEREAS, on September 23, 2022, the City's solicitation of the RFQ was also advertised in the Sun Sentinel, a local newspaper of general circulation;

1 WHEREAS, the solicitation was declared closed on December 14, 2022, after multiple
2 extensions beginning on October 27, 2022;

3 WHEREAS, the City received a total of thirty-six (36) responses from multiple disciplines;

4 WHEREAS, continuing services under this contract are limited to construction projects
5 with less than a Four Million and No/100 (\$4,000,000.00) Dollars estimate and corresponding
6 professional services with an estimate of less than Five Hundred Thousand and No/100 (\$500,
7 000.00) Dollars;

8 WHEREAS, the City received fifteen (15) responses for professional services related to Civil
9 Engineering Services, one from each of the following firms: (1) Kimley-Horn and Associates, Inc.
10 ("Kimley Horn"), (2) Craven, Thompson & Associates, Inc. ("Craven, Thompson"), (3) Calvin,
11 Giordano & Associates, Inc. ("Calvin, Giordano & Associates"), (4) AE Engineering, Inc. ("AE
12 Engineering, Inc.") (5) Miller, Legg & Associates, Inc. ("Miller Legg"), (6) EAC, (7) RJ Behar, (8) BCC
13 Engineering, (9) SSN Engineering, (10) CALTRAN, (11) Environmental Consulting & Tech (12) CPH
14 Engineers (13) Lakdas, (14) The Corradino group and (15) Wolfcreek Consulting;

15 WHEREAS, on February 23, 2023, an evaluation committee of four (4) members
16 ("Evaluation Committee"), which includes the City's Director of Public Works, Director of
17 Developmental Services, Director of Engineering Services, and Executive Director of Community
18 Redevelopment Agency was assembled to determine the qualifications of each firm's response,
19 and then rank and recommend the top five (5) to establish the City's library of consultants
20 secured to provide civil engineering services to the City;

WHEREAS, based on the analysis of the responses, City Staff has determined that Consultant firms (1) Kimley Horn, (2) Craven, Thompson, (3) Calvin, Giordano & Associates, (4) AE Engineering, and (5) Miller Legg, were the most qualified;

WHEREAS, City Staff recommends that the City Commission award Contract No. RFQ22-3110-07QCE, CCNA Library of Professional Services (Civil Engineering) to (1) Kimley Horn, (2) Craven, Thompson, (3) Calvin, Giordano & Associates, (4) AE Engineering, and (5) Miller Legg as the five (5) ranked Consultants;

WHEREAS, professional services are provided on an as-needed basis and projects are awarded as Task Orders; and

WHEREAS, City staff is recommending a contract award for an initial period of four (4) years with an option to renew for four (4) additional years for a total of eight (8) years, with renewal options being exercised on a year-to-year basis after the initial period.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES AS FOLLOWS:

SECTION 1. ADOPTION OF RECITALS: The foregoing RECITALS are hereby ratified and confirmed as being true, and the same are hereby made a part of this Resolution.

SECTION 2. AWARD AND AUTHORITY: The City Commission of the City of Lauderdale Lakes hereby awards the RFQ22-3110-07QCE, CCNA Library of Professional Services (Civil Engineering) contract to firms (1) Kimley Horn, (2) Craven, Thompson, (3) Calvin, Giordano & Associates, (4) AE Engineering, and (5) Miller Legg as the top five (5) ranked Consultants, pursuant to that certain Request for Quotation No. RFQ22-3110-07QCE, CCNA Library of Professional Services (Civil Engineering), such contract to be substantially in the form as the Contract attached

hereto as **Exhibit A**, which is incorporated herein by reference, and the Mayor and the City Clerk are further authorized to execute and attest, respectively, said Contract.

SECTION 3. INSTRUCTIONS TO THE CITY CLERK: The City Clerk, through the City Manager, is hereby instructed to obtain seven (7) fully executed copies of said Contract with one (1) to be delivered to Kimley Horn, (1) to Craven, Thompson, (1) to Calvin, Giordano & Associates, (1) to AE Engineering, and, and (1) to Miller Legg, with one (1) to be maintained by the City, and with one (1) to be directed to the Office of the City Attorney, and further to take any and all action necessary to effectuate the intent of this Resolution.


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SECTION 4. EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

ADOPTED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES AT ITS REGULAR MEETING HELD MAY 09, 2023.


VERONICA EDWARDS PHILLIPS, MAYOR

ATTEST:


VENICE HOWARD, CMC, CITY CLERK



Approved as to form and legality
for the use of and reliance by the
City of Lauderdale Lakes only:


Sidney C. Calloway, City Attorney

Sponsored by: Asheley Hepburn, MBA, Financial Services Director

VOTE:

APPROVED

Mayor Veronica Edwards Phillips	<u>X</u> (For) ____ (Against) ____ (Other)
Vice-Mayor Karlene Maxwell-Williams	<u>X</u> (For) ____ (Against) ____ (Other)
Commissioner Tycie Causwell	<u>X</u> (For) ____ (Against) ____ (Other)
Commissioner Mark Spence	<u>X</u> (For) ____ (Against) ____ (Other)
Commissioner Sharon Thomas	<u>X</u> (For) ____ (Against) ____ (Other)



CITY OF LAUDERDALE LAKES
4300 N.W. 36TH STREET
LAUDERDALE LAKES, FLORIDA, 33319-5599
TEL (954) 535-2700 / FAX (954) 535-1892
www.lauderdalelakes.org

CONTRACT FOR # _____

This Contract is made as of the _____ day of _____, _____ by and between THE CITY OF LAUDERDALE LAKES, a municipal corporation existing under the laws of the State of Florida, ("CITY"), and _____, _____ an individual, _____ a partnership, _____ a corporation authorized to do business in the State of Florida, ("CONSULTANT"), whose Federal I.D. number is _____.

WHEREAS, the City of Lauderdale Lakes solicited proposals from qualified firms to provide _____, and _____ OR

WHEREAS, pursuant to Section 287.055, Florida Statutes, the City of Lauderdale Lakes solicited proposals for non-exclusive Contracts to perform professional services for _____ with firms for the performance of services, and _____

WHEREAS, at its meeting of _____, 2023, by Resolution # _____, the CITY Commission authorized the proper CITY officials to execute this non-exclusive Contract hereinafter referred to as "Contract # _____ and;

WHEREAS, the CONSULTANT is willing and able to render professional services for various projects on an as-needed basis and for the compensation and on the terms hereinafter set forth.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants, agreements, terms, and conditions contained herein, do agree as follows:

ARTICLE 1 - SERVICES

The CONSULTANT'S responsibility under this Contract is to provide professional/consultation services in the area of _____ as more specifically set in the Scope of Work detailed in Exhibit A.

The CITY's Representative during the performance of this Contract shall be _____ telephone (954) 535-_____.

ARTICLE 2 - TERM

The initial term is ____ (__) years, beginning _____, 2023, and ending _____, 20____, unless sooner terminated or later extended or renewed, in accordance with the other terms and conditions set forth herein. At the CITY's sole option, the Term may be renewed for ____ (__) additional years, such option to be exercised on a year-to-year basis, in the absolute discretion of the CITY. In the event of an exercise of the option(s) to renew, the terms and conditions set forth herein, exclusive of the rights set forth in the specific subsection, shall apply equally to such renewed Term. The CITY may provide a minimum of ten (10) calendar days notice before the end of any effective Term, of its intent to renew the Term. Price may be adjusted per Article 3, Payments to CONSULTANT

Reports, responses, submittals, and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "_____".

Extension of Contract:

The CITY reserves the right to automatically extend the Contract for up to ninety (90) calendar days beyond the stated Contract term, under the same terms and conditions of said Contract. The CITY shall notify the CONSULTANT in writing of such extensions. Additional extensions over the first ninety (90) day extension may occur, if the CITY and the CONSULTANT are in mutual agreement of such extensions.

OR

The CONSULTANT shall be available to commence services on this Contract upon execution of said Contract by both parties, and to continue the same until notice of Contract termination is issued by the CITY to the CONSULTANT per Article 5 of this Contract, or until the contract is performed whichever occurs first.

Reports, responses, submittals, and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit ____.

Extension of Contract:

The CITY reserves the right to automatically extend any Contract for up to ninety (90) calendar days beyond the stated Contract term, under the same terms and conditions of said Contract. The CITY shall notify the CONSULTANT in writing of such extensions. Additional extensions over the first ninety (90) day extension may occur, if the CITY and the CONSULTANT are in mutual agreement of such extensions.

ARTICLE 3 - PAYMENTS TO CONSULTANT

- A. The total amount to be paid by the CITY under this Contract for all services and materials shall be priced using the unit price structure according to Exhibit "C", Pricing and Staffing Schedule. Optional _____ services will be provided at the sole option of the CITY per Exhibit "____", Pricing and Staffing Schedule. Such payment shall be made within thirty (30) days from the last day of each respective month in which CONSULTANT has performed the cleaning services and issued an invoice to the CITY's Accounts Payable Department.

The total amount to be paid by the CITY under this Contract for all services and materials including, if applicable, "out-of-pocket" expenses shall not exceed a total Contract amount of _____ Dollars (\$_____).

- B. The CONSULTANT shall notify the CITY's Representative in writing when 90% of the "not to exceed amount" has been reached. The CONSULTANT will bill the CITY on a monthly basis, or as otherwise provided at the amounts set forth in Exhibit ____ for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.
- C. CONSULTANT, as appropriate, shall invoice the CITY for the work performed under this Contract. Invoices received from the CONSULTANT pursuant to this Contract shall be reviewed and approved by the CITY's Representative. If there is no objection to the invoice, the CITY shall pay the full invoice amount within thirty (30) days of the CITY's receipt of the invoice. If there is a dispute as to the invoiced amount, the CITY shall notify the CONSULTANT of the dispute within fifteen (15) days of the CITY's receipt of the invoice. The CITY shall pay the CONSULTANT the undisputed invoiced amount within thirty (30) days of its receipt of the invoice. The disputed amount of the invoice shall not be paid by the CITY until a resolution has been reached between the CITY and the CONSULTANT as to the disputed portions of the invoice.
- D. Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT's final/last billing to the CITY. The final invoice certifies that all services have been properly performed and all charges and costs have been invoiced to the CITY. Since this account will thereupon be closed, and any other further charges if not properly included on this invoice are considered waived by the CONSULTANT.
- E. Appropriations: Payment under this Contract is subject to annual appropriations of the governing body. The CITY will immediately notify the CONSULTANT to stop work if funds are not appropriated and will pay CONSULTANT for all work performed up to the time of the stop work notice.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the CONSULTANT shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, overhead charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the CONSULTANT'S most favored customer for the same or substantially similar service.

Said rates and cost shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rates. The CITY shall exercise its rights under this Article 4 within one (1) year following the rendering of the final invoice. Said date shall be extended if the Contract is renewed.

ARTICLE 5 - TERMINATION

This Contract may be cancelled by the CONSULTANT upon ninety (90) days prior written notice to the CITY's Representative in the event of substantial failure by the CITY to perform in accordance with this Contract through no fault of the CONSULTANT. The Contract may also be terminated, in whole or in part, by the CITY, with or without cause, immediately upon written Termination Notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Contract, the CONSULTANT shall be paid for services rendered to the CITY's satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the CITY, the CONSULTANT shall:

- A. Stop work on the date to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work and other materials related to the terminated work to the CITY.
- D. Continue and complete all parts of the work that have not been terminated.

Termination For Convenience: The CITY, by written notice, may terminate this Contract, in whole or in part, when it is in the CITY's best interest. If this Contract is terminated, the CITY shall be liable only for the goods and services delivered and accepted. The CITY may provide the CONSULTANT thirty (30) days prior notice before said termination becomes effective. However, at the CITY's prerogative, a termination for convenience may be effective immediately and may apply to release orders (if applicable) or to the Contract in whole.

ARTICLE 6 - PERSONNEL

The CONSULTANT represents that it has or will secure at its own expense all necessary personnel required to perform this Contract. Such personnel shall not be employees of or have any contractual relationship with the CITY.

All of the services required hereunder shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under State and local laws to perform such services.

Any changes or substitutions in the CONSULTANT'S key personnel, as may be listed in Exhibit _____, must be made known to the CITY's Representative and written approval must be granted by the CITY's Representative before said change or substitution can become effective.

The CONSULTANT warrants that all services shall be performed by skilled and competent personnel.

ARTICLE 7 - SUBCONTRACTING

The CITY reserves the right to accept the use of a subconsultant or to reject the selection of a particular subconsultant and to inspect all facilities of any subconsultants in order to make a determination as to the capability of the subconsultant to perform properly under this Contract. The CONSULTANT is encouraged to seek local vendors for participation in subcontracting

opportunities. If the CONSULTANT uses any subconsultants on this project the following provisions of this Article shall apply:

If a subconsultant fails to perform or make progress, as required by this Contract, and it is necessary to replace the subconsultant to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subconsultant by the CITY. The substitution of a subcontractor shall not be adequate cause to excuse a delay in the performance any portion of this Contract as set forth in the Scope of Work.

The CONSULTANT, its subconsultants, agents, servants, or employees agree to be bound by the Terms and Conditions of this Contract and its agreement with the subconsultant for work to be performed for the CITY the CONSULTANT must incorporate the terms of this contract.

ARTICLE 8 - FEDERAL AND STATE TAX

The CITY is exempt from payment of Florida State Sales and Use Taxes.

The CITY will sign an exemption certificate submitted by the CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the CITY, nor is the CONSULTANT authorized to use the CITY's Tax Exemption Number in securing such materials.

The CONSULTANT shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

ARTICLE 9 – INSURANCE

- DRAFT**
- A. The CONSULTANT shall not commence work under this Contract until it has obtained all Insurance required under this paragraph and such insurance has been approved by the CITY.
 - B. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The CONSULTANT shall furnish Certificates of Insurance to the CITY'S Representative prior to the commencement of operations. The Certificates shall clearly indicate that the CONSULTANT has obtained insurance of the type, amount, and classification as required for strict compliance with this paragraph and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the CITY'S Representative. Compliance with the foregoing requirements shall not relieve the CONSULTANT of its liability and obligations under this Contract.
 - C. The CONSULTANT shall maintain during the term of this Contract, standard Professional Liability Insurance in the minimum amount of \$1,000,000 per occurrence.
 - D. The CONSULTANT shall maintain, during the life of this Contract, Comprehensive General Liability Insurance in the amount of \$1,000,000 per occurrence to protect the CONSULTANT from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the CONSULTANT or by anyone directly employed by or contracting with the CONSULTANT.
 - E. The CONSULTANT shall maintain, during the life of this Contract, Comprehensive Automobile Liability insurance in the minimum amount of \$1,000,000 combined single limit

for bodily injury and property damage liability to protect the CONSULTANT from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use or maintenance of owned and non owned automobiles, including rented automobiles whether such operations be by the CONSULTANT or by anyone directly or indirectly employed by the CONSULTANT.

- F. The CONSULTANT shall maintain, during the life of this Contract, adequate Workers' Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by law for all of its employees per Florida Statute 440.02.
- G. Required insurance shall support CONSULTANT's indemnity set forth in the Contract and shall unequivocally provide thirty (30) days written notice (except Professional Liability and Worker's Compensation) to the CITY prior to any adverse change, cancellation or non-renewal of coverage there under. Said liability insurance must be acceptable to and approved by the CITY as to form and types of coverage. In the event that the statutory liability of the CITY is amended during the term of this Contract to exceed the above limits, the CONSULTANT shall be required, upon thirty (30) days written notice by the CITY, to provide coverage at least equal to the amended statutory limit of liability of the CITY.
- H. It shall be the responsibility of the CONSULTANT to insure that all subconsultants comply with the same insurance requirements referenced above.
- I. Compliance with the foregoing requirements shall not relieve the CONSULTANT of its liability and obligation under this section or under any other section if this section or under any other section of the Contract.
- J. CONSULTANT shall be responsible for assuring that the insurance certificate required in conjunction with this Section remain in force for the duration of the period of performance for any contractual agreement(s) resulting from this solicitation. If insurance certificates are scheduled to expire during the term hereof, the CONSULTANT shall be responsible for submitting new or renewed insurance certificates to the CITY at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the term hereof, the CITY shall suspend the Contract until such time as the new or renewed certificates are received by the CITY in a manner prescribed in this Section; provided, however, that this suspension period does not exceed thirty (30) days, the CITY may at its sole discretion, terminate the Contract and seek re-purchasing charges from the CONSULTANT.
- K. In the judgment of the CITY, prevailing conditions warrant the provision by CONSULTANT of additional liability insurance coverage or coverage which is different in kind, the CITY reserves the right to require the provision by CONSULTANT of an amount of coverage different from the amounts or kind previously required and shall afford written notice of such change in requirements thirty (30) days prior to the date on which the requirements shall take effect. Should the CONSULTANT fail or refuse to satisfy the requirement of changed coverage within thirty (30) days following the CITY's written notice, the CITY, at its sole option, may terminate the Contract upon written notice to the CONSULTANT, said termination taking effect on the date that the required change in policy coverage would otherwise take effect.

ARTICLE 10 - INDEMNIFICATION

The CONSULTANT shall indemnify and hold harmless the CITY and its officers and employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT, and other persons employed or utilized by CONSULTANT in the performance of this Contract.

The parties agree that 1% of the total compensation paid to the CONSULTANT for performance of this Contract shall represent the specific consideration for the CONSULTANT's indemnification of the Owner. It is the specific intent of the parties hereto that the foregoing indemnification complies with Florida Statute 725.06 (Chapter 725).

The CONSULTANT, without exemption, shall indemnify and hold harmless the CITY, its employees, representatives and elected officials from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or item manufactured by the CONSULTANT. Further, if such a claim is made, or is pending, the CONSULTANT may, at its option and expense, procure for the CITY the right to use, replace, or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the CITY agrees to return the article on request to the CONSULTANT and receive reimbursement. If the CONSULTANT used any design, device or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the Contract prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

It is further the specific intent of the parties that all of the Contract Documents on this Project are hereby amended to include the foregoing indemnification and the "Specific Consideration" thereof.

ARTICLE 11- SUCCESSORS AND ASSIGNS

The CITY and the CONSULTANT each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Contract. Except as above noted, neither the CITY nor the CONSULTANT shall assign, sublet, convey or transfer its interest in this Contract. Nothing herein shall be construed as creating any rights or benefits hereunder to anyone other than the CITY and the CONSULTANT.

ARTICLE 12 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. The venue of all actions in State or Federal Court relating to this Contract will be held in Broward County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law or in equity. No single or partial exercise by any part of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 13 - CONFLICT OF INTEREST

The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, in the CITY, which would conflict in any manner with the performance or

services required hereunder, as provided for in Florida Statutes 112.311. The CONSULTANT further represents that no person having such interest shall be employed in the performance hereof.

The CONSULTANT shall promptly notify the CITY's Representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT undertakes and request an opinion of the CITY, whether or not such association, interest or circumstances will in the CITY's opinion constitute a conflict of interest if entered into by the CONSULTANT. The CITY agrees to notify the CONSULTANT of its opinion by certified mail within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the CITY, the prospective business association, interest or circumstances would not constitute a conflict of interest by the CONSULTANT, the CITY shall so state in the notification and the CONSULTANT may enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the CITY by the CONSULTANT under the terms of this Contract.

ARTICLE 14 - EXCUSABLE DELAYS

The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises as a result of a "Force Majeure." Force Majeure shall mean any delay occasioned by superior or irresistible force occasioned by violence in nature without the interference of human agency such as hurricanes, tornados, flood and total loss caused by fire and other similar unavoidable casualties, changes in federal, state or local laws, ordinances, codes or regulations, enacted after the date of this Agreement and having a substantial impact on the project, or other causes beyond the CONSULTANT's control or by any other such causes which the CONSULTANT and the CITY Commission decide in writing justify the delay. Provided, however, that market conditions, labor conditions, construction industry price trends and similar matters which normally impact on the bidding process shall not be considered a Force Majeure.

ARTICLE 15- PLEDGE OF CREDIT, ARREARS

The CONSULTANT shall not pledge the CITY's credit or make it a guarantor of payment of surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 16 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONSULTANT shall deliver to the CITY's Representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials, in both hard copy and electronic mail, prepared by and for the CITY under this Contract.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the CITY or at its expense will be kept confidential by the CONSULTANT and will not be disclosed to any other party directly or indirectly, without the CITY's prior written consent, unless required by a lawful order. All drawings, maps, sketches, programs, database, reports and other data developed or purchased

under this Contract for or at the CITY's expense shall be and remain the CITY's property and may be reproduced and reused at the discretion of the CITY.

The CITY and the CONSULTANT shall comply with provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, contracts, representations and warranties made herein, or otherwise made in writing by any party hereto including, but not limited to, representations herein related to the disclosure or ownership of documents, shall survive this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 17 - INDEPENDENT CONSULTANT RELATIONSHIP

The CONSULTANT and all employees and/or agents of the CONSULTANT are, and shall be, in the performance of all work services and activities under this Contract, an independent consultant, and not an employee, agent, or servant of the CITY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times and in all places be subject to the CONSULTANT's sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work and in all respects the CONSULTANT's relationship and the relationship of its employees to the CITY shall be that of an independent consultant and not as employees or agents of the CITY.

The CONSULTANT does not have the power or authority to bind the CITY in any promise, agreement or representation other than specifically provided for in this Agreement. The CONSULTANT shall be responsible to the CITY for all work or services performed by the CONSULTANT or any person or entity on the CONSULTANT's behalf, in fulfillment of this Contract.

ARTICLE 18 - CONTINGENT FEES

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than its bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon resulting from the Award or making of this Contract.

ARTICLE 19 - ACCESS AND AUDITS

The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of this Contract. The CITY shall have access to such books, records, and documents as required in this Section for the purpose of inspection or audit during normal business hours, at the CONSULTANT'S place of business.

ARTICLE 20 - NONDISCRIMINATION

The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

ARTICLE 21 - ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, expenses and court costs, including appellate fees incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 22 - AUTHORITY TO PRACTICE

The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the CITY's Representative on an annual basis.

ARTICLE 23 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 24- ENTIRETY OF CONTRACTUAL CONTRACT

The CITY and the CONSULTANT agree that this Contract sets forth the entire Contract between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25 - Modifications of Work.

ARTICLE 25 - MODIFICATIONS OF WORK

The CITY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the CITY's notification of a contemplated change, the CONSULTANT shall, **in writing**:

- (1) Provide a detailed estimate for the increase or decrease in cost due to the contemplated change,
- (2) Notify the CITY of any estimated change in the completion date, and
- (3) Advise the CITY if the contemplated change shall effect the CONSULTANT'S ability to meet the completion dates or schedules of this Contract.

If the CITY so instructs in writing, the CONSULTANT shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the CITY's decision to proceed with the change.

If the CITY elects to make the change, the CITY shall initiate a contract amendment and the CONSULTANT shall not commence work on any such change until such written amendment is signed by the authorized representative for the CITY.

Such changes, if any, shall be set forth in writing, which may be transmitted, at the CITY'S discretion, digitally.

ARTICLE 26 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the CITY shall be mailed to:

Attn:
City of Lauderdale Lakes

Lauderdale Lakes, FL 33319-5599
Tel (954) 535-2700
Fax (954) 733-7325

Copy to: Financial Services Director
City of Lauderdale Lakes
4300 NW 36th Street
Lauderdale Lakes, FL 33319-5599
Tel (954) 535-2700
Fax (954) 535-1892

and if sent to the CONSULTANT shall be mailed to:

Attn:

TEL:
FAX:

ARTICLE 27 - CAPTIONS AND PARAGRAPH HEADINGS

Captions and paragraph headings contained in this Contract are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this Contract, nor the intent of any provisions hereof.

ARTICLE 28 - JOINT PREPARATION

The preparation of this Contract has been a joint effort of the parties, 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. It is the parties further intention that this Contract be construed liberally to achieve its intent.

ARTICLE 29 - WAIVER

No waiver by the CITY of any provision of this Contract shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach of the same, or any other provision or the enforcement hereof. CITY's consent to or approval of any act by CONSULTANT requiring consent or approval shall not be deemed to render unnecessary the obtaining of CITY's consent to or approval of any subsequent act by CONSULTANT requiring the CITY'S consent or approval, whether or not similar to the act so consented to or approved.

ARTICLE 30 - COUNTERPARTS

This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same Contract.

ARTICLE 31 - EXHIBITS ARE INCLUSIONARY

All exhibits attached hereto or mentioned herein which contain additional terms shall be deemed incorporated by reference. Typewritten or handwritten provisions inserted in this form or attached hereto shall control all printed provisions in conflict therewith.

ARTICLE 32 - CONTRACT DOCUMENTS

The Contract documents are as follows: Request for Proposal, Proposer Submission, Contract, Exhibits, Addenda, All Representations, Warranties, to make this Contract.

ARTICLE 33 - DATES: This Contract shall be effective beginning _____ notwithstanding it or some of the Contract documents being signed on a different date.

THIS PAGE IS LEFT BLANK INTENTIONALLY

DRAFT

IN WITNESS WHEREOF, the parties hereto have executed this Contract in multiple copies,
each of which shall be considered an original on the following dates:

As to the CONSULTANT on the ____ day of ____, ____

COMPANY

Corporate Seal

Witness

Name, Title (Typed)

As to the CITY on the ____ day of ____, ____.

SEAL OF THE CITY OF LAUDERDALE LAKES

Seal Of The City

Venice Howard, City Clerk

Veronica Edwards Phillips, Mayor

DRAFT
APPROVED AS TO FORM

City Attorney

ALL EXHIBITS WILL BE ATTACHED HERE



CITY OF LAUDERDALE LAKES
4300 N.W. 36TH STREET
LAUDERDALE LAKES, FLORIDA, 33319-5599
TEL (954) 535-2700 / FAX (954) 535-1892
www.lauderdalelakes.org

CONTRACT No. 22-3110-07Q
LIBRARY OF PROFESSIONAL SERVICES CONSULTANTS

This Contract is made as of the 1st day of April, 2023 by and between THE CITY OF LAUDERDALE LAKES, a municipal corporation existing under the laws of the State of Florida, ("CITY"), and Kimley-Horn and Associates, Inc., an individual, a partnership, X a corporation authorized to do business in the State of Florida, ("CONSULTANT"), whose Federal I.D. number is 56-0885615.

WHEREAS, pursuant to Section 287.055, Florida Statutes, the City of Lauderdale Lakes solicited proposals for non-exclusive Contracts to perform professional services for City of Lauderdale Lakes under solicitation titled Request For Qualifications (RFQ) No. 22-3110-07Q, and;

WHEREAS, at its meetings of May 9, 23 & June 13, 2023, by Resolution number(s) 2023-056, 2023-059, 2023-060, 2023-063, 2023-064, 2023-065, 2023-077, the CITY Commission authorized the proper CITY officials to execute this non-exclusive Contract hereinafter referred to as "Contract No. 22-3110-07Q" and;

WHEREAS, the CONSULTANT is willing and able to render professional services for various projects on an as-needed basis within the identified discipline in Article 1 below and for the compensation and on the terms hereinafter set forth.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants, agreements, terms, and conditions contained herein, do agree as follows:

ARTICLE 1 - SERVICES

The CONSULTANT'S responsibility under this Contract is to provide professional/consultation services in the area(s) of General Planning, Civil Engineering, GIS, Mechanical, Electrical, Plumbing, Roadway & Traffic Engineering, Stormwater & Drainage Engineering, Landscape Architecture

as more specifically set in the Scope of Services detailed in Exhibit "A".

The CITY's Representative during the performance of this Contract shall be Ronald Desbrunes. He can be reached at 954-535-2815 or ronaldd@lauderdalelakes.org.

Resolution 2023-56/2023-059/2023-060/2023-063/2023-064/2023-065/2023-077

ARTICLE 2 - TERM

The initial term is four (4) years, beginning April 1, 2023, with an option to renew for four (4) additional years for a total of eight (8) years, with renewal options being exercised on a year-to-year basis after the initial period. The CITY may provide a minimum of ten (10) calendar days notice before the end of any effective Term, of its intent to renew the Term.

Extension of Contract:

The CITY reserves the right to automatically extend the Contract for up to ninety (90) calendar days beyond the stated Contract term, under the same terms and conditions of said Contract. The CITY shall notify the CONSULTANT in writing of such extensions. Additional extensions over the first ninety (90) day extension may occur, if the CITY and the CONSULTANT are in mutual agreement of such extensions.

OR

The CONSULTANT shall be available to commence services on this Contract upon execution of said Contract by both parties, and to continue the same until notice of Contract termination is issued by the CITY to the CONSULTANT per Article 5 of this Contract, or until the contract is performed whichever occurs first.

Reports, responses, submittals, and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "B".

Extension of Contract:

~~The CITY reserves the right to automatically extend any Contract for up to ninety (90) calendar days beyond the stated Contract term, under the same terms and conditions of said Contract. The CITY shall notify the CONSULTANT in writing of such extensions. Additional extensions over the first ninety (90) day extension may occur, if the CITY and the CONSULTANT are in mutual agreement of such extensions.~~

ARTICLE 3 - PAYMENTS TO CONSULTANT

- A. ~~The total amount to be paid by the CITY under this Contract for all services and materials shall be priced using the unit price structure according to Exhibit "C", Pricing and Staffing Schedule. Optional _____ services will be provided at the sole option of the CITY per Exhibit "____", Pricing and Staffing Schedule. Such payment shall be made within thirty (30) days from the last day of each respective month in which CONSULTANT has performed the cleaning services and issued an invoice to the CITY's Accounts Payable Department.~~

~~The total amount to be paid by the CITY under this Contract for all services and materials including, if applicable, "out-of-pocket" expenses shall not exceed a total Contract amount of _____ Dollars (\$_____).~~

- B. ~~The CONSULTANT shall notify the CITY's Representative in writing when 90% of the "not to exceed amount" has been reached. The CONSULTANT will bill the CITY on a monthly basis, or as otherwise provided at the amounts set forth in Exhibit _____ for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.~~

- C. CONSULTANT, as appropriate, shall invoice the CITY for the work performed under this Contract. Invoices received from the CONSULTANT pursuant to this Contract shall be reviewed and approved by the CITY's Representative. If there is no objection to the invoice, the CITY shall pay the full invoice amount within thirty (30) days of the CITY's receipt of the invoice. If there is a dispute as to the invoiced amount, the CITY shall notify the CONSULTANT of the dispute within fifteen (15) days of the CITY's receipt of the invoice. The CITY shall pay the CONSULTANT the undisputed invoiced amount within thirty (30) days of its receipt of the invoice. The disputed amount of the invoice shall not be paid by the CITY until a resolution has been reached between the CITY and the CONSULTANT as to the disputed portions of the invoice.
- D. Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT's final/last billing to the CITY. The final invoice certifies that all services have been properly performed and all charges and costs have been invoiced to the CITY. Since this account will thereupon be closed, and any other further charges if not properly included on this invoice are considered waived by the CONSULTANT.
- E. Appropriations: Payment under this Contract is subject to annual appropriations of the governing body. The CITY will immediately notify the CONSULTANT to stop work if funds are not appropriated and will pay CONSULTANT for all work performed up to the time of the stop work notice.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the CONSULTANT shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, overhead charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the CONSULTANT'S most favored customer for the same or substantially similar service.

Said rates and cost shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rates. The CITY shall exercise its rights under this Article 4 within one (1) year following the rendering of the final invoice. Said date shall be extended if the Contract is renewed.

ARTICLE 5 - TERMINATION

This Contract may be cancelled by the CONSULTANT upon ninety (90) days prior written notice to the CITY's Representative in the event of substantial failure by the CITY to perform in accordance with this Contract through no fault of the CONSULTANT. The Contract may also be terminated, in whole or in part, by the CITY, with or without cause, immediately upon written Termination Notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Contract, the CONSULTANT shall be paid for services rendered to the CITY's satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the CITY, the CONSULTANT shall:

- A. Stop work on the date to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

C. Transfer all work in process, completed work and other materials related to the terminated work to the CITY.

D. Continue and complete all parts of the work that have not been terminated.

Termination For Convenience: The CITY, by written notice, may terminate this Contract, in whole or in part, when it is in the CITY's best interest. If this Contract is terminated, the CITY shall be liable only for the goods and services delivered and accepted. The CITY may provide the CONSULTANT thirty (30) days prior notice before said termination becomes effective. However, at the CITY's prerogative, a termination for convenience may be effective immediately and may apply to release orders (if applicable) or to the Contract in whole.

ARTICLE 6 - PERSONNEL

The CONSULTANT represents that it has or will secure at its own expense all necessary personnel required to perform this Contract. Such personnel shall not be employees of or have any contractual relationship with the CITY.

All of the services required hereunder shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under State and local laws to perform such services.

Any changes or substitutions in the CONSULTANT'S key personnel, as may be listed in Task Order, must be made known to the CITY's Representative and written approval must be granted by the CITY's Representative before said change or substitution can become effective.

The CONSULTANT warrants that all services shall be performed by skilled and competent personnel.

ARTICLE 7 - SUBCONTRACTING

The CITY reserves the right to accept the use of a subconsultant or to reject the selection of a particular subconsultant and to inspect all facilities of any subconsultants in order to make a determination as to the capability of the subconsultant to perform properly under this Contract. The CONSULTANT is encouraged to seek local vendors for participation in subcontracting opportunities. If the CONSULTANT uses any subconsultants on this Contract the following provisions of this Article shall apply:

If a subconsultant fails to perform or make progress, as required by this Contract, and it is necessary to replace the subconsultant to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subconsultant by the CITY. The substitution of a subcontractor shall not be adequate cause to excuse a delay in the performance any portion of this Contract as set forth in the Scope of Work.

The CONSULTANT, its subconsultants, agents, servants, or employees agree to be bound by the Terms and Conditions of this Contract and its agreement with the subconsultant for work to be performed for the CITY the CONSULTANT must incorporate the terms of this contract.

ARTICLE 8 - FEDERAL AND STATE TAX

The CITY is exempt from payment of Florida State Sales and Use Taxes.

The CITY will sign an exemption certificate submitted by the CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the CITY, nor is the CONSULTANT authorized to use the CITY's Tax Exemption Number in securing such materials.

The CONSULTANT shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

ARTICLE 9 – INSURANCE

- A. The CONSULTANT shall not commence work under this Contract until it has obtained all Insurance required under this paragraph and such insurance has been approved by the CITY.
- B. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The CONSULTANT shall furnish Certificates of Insurance to the CITY'S Representative prior to the commencement of operations. The Certificates shall clearly indicate that the CONSULTANT has obtained insurance of the type, amount, and classification as required for strict compliance with this paragraph and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the CITY'S Representative. Compliance with the foregoing requirements shall not relieve the CONSULTANT of its liability and obligations under this Contract.
- C. The CONSULTANT shall maintain during the term of this Contract, standard Professional Liability Insurance in the minimum amount of \$1,000,000 per occurrence.
- D. The CONSULTANT shall maintain, during the life of this Contract, Comprehensive General Liability Insurance in the amount of \$1,000,000 per occurrence to protect the CONSULTANT from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the CONSULTANT or by anyone directly employed by or contracting with the CONSULTANT.
- E. The CONSULTANT shall maintain, during the life of this Contract, Comprehensive Automobile Liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damage liability to protect the CONSULTANT from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use or maintenance of owned and non owned automobiles, including rented automobiles whether such operations be by the CONSULTANT or by anyone directly or indirectly employed by the CONSULTANT.
- F. The CONSULTANT shall maintain, during the life of this Contract, adequate Workers' Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by law for all of its employees per Florida Statute 440.02.
- G. Required insurance shall support CONSULTANT's indemnity set forth in the Contract and shall unequivocally provide thirty (30) days written notice (except Professional Liability and Worker's Compensation) to the CITY prior to any adverse change, cancellation or non-renewal of coverage there under. Said liability insurance must be acceptable to and approved by the CITY as to form and types of coverage. In the event that the statutory liability of the CITY is amended during the term of this Contract to exceed the above limits,

the CONSULTANT shall be required, upon thirty (30) days written notice by the CITY, to provide coverage at least equal to the amended statutory limit of liability of the CITY.

- H. It shall be the responsibility of the CONSULTANT to insure that all subconsultants comply with the same insurance requirements referenced above.
- I. Compliance with the foregoing requirements shall not relieve the CONSULTANT of its liability and obligation under this section or under any other section if this section or under any other section of the Contract.
- J. CONSULTANT shall be responsible for assuring that the insurance certificate required in conjunction with this Section remain in force for the duration of the period of performance for any contractual agreement(s) resulting from this solicitation. If insurance certificates are scheduled to expire during the term hereof, the CONSULTANT shall be responsible for submitting new or renewed insurance certificates to the CITY at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the term hereof, the CITY shall suspend the Contract until such time as the new or renewed certificates are received by the CITY in a manner prescribed in this Section; provided, however, that this suspension period does not exceed thirty (30) days, the CITY may at its sole discretion, terminate the Contract and seek re-purchasing charges from the CONSULTANT.
- K. In the judgment of the CITY, prevailing conditions warrant the provision by CONSULTANT of additional liability insurance coverage or coverage which is different in kind, the CITY reserves the right to require the provision by CONSULTANT of an amount of coverage different from the amounts or kind previously required and shall afford written notice of such change in requirements thirty (30) days prior to the date on which the requirements shall take effect. Should the CONSULTANT fail or refuse to satisfy the requirement of changed coverage within thirty (30) days following the CITY's written notice, the CITY, at its sole option, may terminate the Contract upon written notice to the CONSULTANT, said termination taking effect on the date that the required change in policy coverage would otherwise take effect.

ARTICLE 10 - INDEMNIFICATION

The CONSULTANT shall indemnify and hold harmless the CITY and its officers and employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT, and other persons employed or utilized by CONSULTANT in the performance of this Contract.

The parties agree that 1% of the total compensation paid to the CONSULTANT for performance of this Contract shall represent the specific consideration for the CONSULTANT's indemnification of the Owner. It is the specific intent of the parties hereto that the foregoing indemnification complies with Florida Statute 725.06 (Chapter 725).

The CONSULTANT, without exemption, shall indemnify and hold harmless the CITY, its employees, representatives and elected officials from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or item manufactured by the CONSULTANT. Further, if such a claim is made, or is pending, the CONSULTANT may, at its option and expense, procure for the CITY the right to use, replace, or modify the item to render it non-infringing. If none of the alternatives are

reasonably available, the CITY agrees to return the article on request to the CONSULTANT and receive reimbursement. If the CONSULTANT used any design, device or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the Contract prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

It is further the specific intent of the parties that all of the Contract Documents on this Project are hereby amended to include the foregoing indemnification and the "Specific Consideration" thereof.

ARTICLE 11- SUCCESSORS AND ASSIGNS

The CITY and the CONSULTANT each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Contract. Except as above noted, neither the CITY nor the CONSULTANT shall assign, sublet, convey or transfer its interest in this Contract. Nothing herein shall be construed as creating any rights or benefits hereunder to anyone other than the CITY and the CONSULTANT.

ARTICLE 12 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. The venue of all actions in State or Federal Court relating to this Contract will be held in Broward County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law or in equity. No single or partial exercise by any part of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 13 - CONFLICT OF INTEREST

The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, in the CITY, which would conflict in any manner with the performance or services required hereunder, as provided for in Florida Statutes 112.311. The CONSULTANT further represents that no person having such interest shall be employed in the performance hereof.

The CONSULTANT shall promptly notify the CITY's Representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT undertakes and request an opinion of the CITY, whether or not such association, interest or circumstances will in the CITY's opinion constitute a conflict of interest if entered into by the CONSULTANT. The CITY agrees to notify the CONSULTANT of its opinion by certified mail within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the CITY, the prospective business association, interest or circumstances would not constitute a conflict of interest by the CONSULTANT, the CITY shall so state in the notification and the CONSULTANT may enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the CITY by the CONSULTANT under the terms of this Contract.

ARTICLE 14 - EXCUSABLE DELAYS

The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises as a result of a "Force Majeure." Force Majeure shall mean any delay occasioned by superior or irresistible force occasioned by violence in nature without the interference of human agency such as hurricanes, tornados, flood and total loss caused by fire and other similar unavoidable casualties, changes in federal, state or local laws, ordinances, codes or regulations, enacted after the date of this Agreement and having a substantial impact on the project, or other causes beyond the CONSULTANT's control or by any other such causes which the CONSULTANT and the CITY Commission decide in writing justify the delay. Provided, however, that market conditions, labor conditions, construction industry price trends and similar matters which normally impact on the bidding process shall not be considered a Force Majeure.

ARTICLE 15- PLEDGE OF CREDIT, ARREARS

The CONSULTANT shall not pledge the CITY's credit or make it a guarantor of payment of surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 16 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONSULTANT shall deliver to the CITY's Representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials, in both hard copy and electronic mail, prepared by and for the CITY under this Contract.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the CITY or at its expense will be kept confidential by the CONSULTANT and will not be disclosed to any other party directly or indirectly, without the CITY's prior written consent, unless required by a lawful order. All drawings, maps, sketches, programs, database, reports and other data developed or purchased under this Contract for or at the CITY's expense shall be and remain the CITY's property and may be reproduced and reused at the discretion of the CITY.

The CITY and the CONSULTANT shall comply with provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, contracts, representations and warranties made herein, or otherwise made in writing by any party hereto including, but not limited to, representations herein related to the disclosure or ownership of documents, shall survive this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 17 - INDEPENDENT CONSULTANT RELATIONSHIP

The CONSULTANT and all employees and/or agents of the CONSULTANT are, and shall be, in the performance of all work services and activities under this Contract, an independent consultant, and not an employee, agent, or servant of the CITY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times and in all places be subject to the CONSULTANT's sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the

work and in all respects the CONSULTANT's relationship and the relationship of its employees to the CITY shall be that of an independent consultant and not as employees or agents of the CITY.

The CONSULTANT does not have the power or authority to bind the CITY in any promise, agreement or representation other than specifically provided for in this Agreement. The CONSULTANT shall be responsible to the CITY for all work or services performed by the CONSULTANT or any person or entity on the CONSULTANT's behalf, in fulfillment of this Contract.

ARTICLE 18 - CONTINGENT FEES

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than its bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon resulting from the Award or making of this Contract.

ARTICLE 19 - ACCESS AND AUDITS

The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of this Contract. The CITY shall have access to such books, records, and documents as required in this Section for the purpose of inspection or audit during normal business hours, at the CONSULTANT'S place of business.

ARTICLE 20 - NONDISCRIMINATION

The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

ARTICLE 21 - ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, expenses and court costs, including appellate fees incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 22 - AUTHORITY TO PRACTICE

The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the CITY's Representative on an annual basis.

ARTICLE 23 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 24- ENTIRETY OF CONTRACTUAL CONTRACT

The CITY and the CONSULTANT agree that this Contract sets forth the entire Contract between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25 - Modifications of Work.

ARTICLE 25 - MODIFICATIONS OF WORK

The CITY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the CITY's notification of a contemplated change, the CONSULTANT shall, **in writing**:

- (1) Provide a detailed estimate for the increase or decrease in cost due to the contemplated change,
- (2) Notify the CITY of any estimated change in the completion date, and
- (3) Advise the CITY if the contemplated change shall effect the CONSULTANT'S ability to meet the completion dates or schedules of this Contract.

If the CITY so instructs in writing, the CONSULTANT shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the CITY's decision to proceed with the change.

If the CITY elects to make the change, the CITY shall initiate a contract amendment and the CONSULTANT shall not commence work on any such change until such written amendment is signed by the authorized representative for the CITY.

Such changes, if any, shall be set forth in writing, which may be transmitted, at the CITY'S discretion, digitally.

ARTICLE 26 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested:

FOR CITY: City Manager	FOR CITY: Financial Services Director
City of Lauderdale Lakes	City of Lauderdale Lakes
4300 NW 36 th Street	4300 NW 36 th Street
Lauderdale Lakes, FL 33319-5599	Lauderdale Lakes, FL 33319-5599
Tel (954) 535-2700	Tel (954) 535-2700
Fax (954) 733-7325	Fax (954) 535-1892

and if sent to the **CONSULTANT** shall be mailed to:

Company:	Kimley-Horn and Associates, Inc.
Attn:	Stefano F. Viola, P.E., Vice-President
Address:	8201 Peters Road, Suite 2200 Plantation, FL 33324
Tel:	954-535-5151
Email:	stefano.Viola@kimley-horn.com

ARTICLE 27 - CAPTIONS AND PARAGRAPH HEADINGS

Captions and paragraph headings contained in this Contract are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this Contract, nor the intent of any provisions hereof.

ARTICLE 28 - JOINT PREPARATION

The preparation of this Contract has been a joint effort of the parties, 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. It is the parties' further intention that this Contract be construed liberally to achieve its intent.

ARTICLE 29 - WAIVER

No waiver by the CITY of any provision of this Contract shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach of the same, or any other provision or the enforcement hereof. CITY's consent to or approval of any act by CONSULTANT requiring consent or approval shall not be deemed to render unnecessary the obtaining of CITY's consent to or approval of any subsequent act by CONSULTANT requiring the CITY'S consent or approval, whether or not similar to the act so consented to or approved.

ARTICLE 30 - COUNTERPARTS

This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same Contract.

ARTICLE 31 - EXHIBITS ARE INCLUSIONARY

All exhibits attached hereto or mentioned herein which contain additional terms shall be deemed incorporated by reference. Typewritten or handwritten provisions inserted in this form or attached hereto shall control all printed provisions in conflict therewith.

ARTICLE 32 - CONTRACT DOCUMENTS

The Contract documents are as follows: Request for Proposal, Proposer Submission, Contract, Exhibits, Addenda, All Representations, Warranties, to make this Contract.

ARTICLE 33 - DATES: This Contract shall be effective beginning April 1, 2023 notwithstanding it or some of the Contract documents being signed on a different date.

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IN WITNESS WHEREOF, the parties hereto have executed this Contract in multiple copies, each of which shall be considered an original on the following dates:

As to the CONSULTANT, on the 10 day of July 2023



Kimley-Horn and Associates, Inc.

Company

[Signature]
Stefano Viala / Vice President

[Signature]
Shondra Layne
Witness

Name, Title (Typed)

As to the CITY on the 13 day of June 2023

SEAL OF THE CITY OF LAUDERDALE LAKES

Seal Of The City



[Signature]
Venice Howard, City Clerk

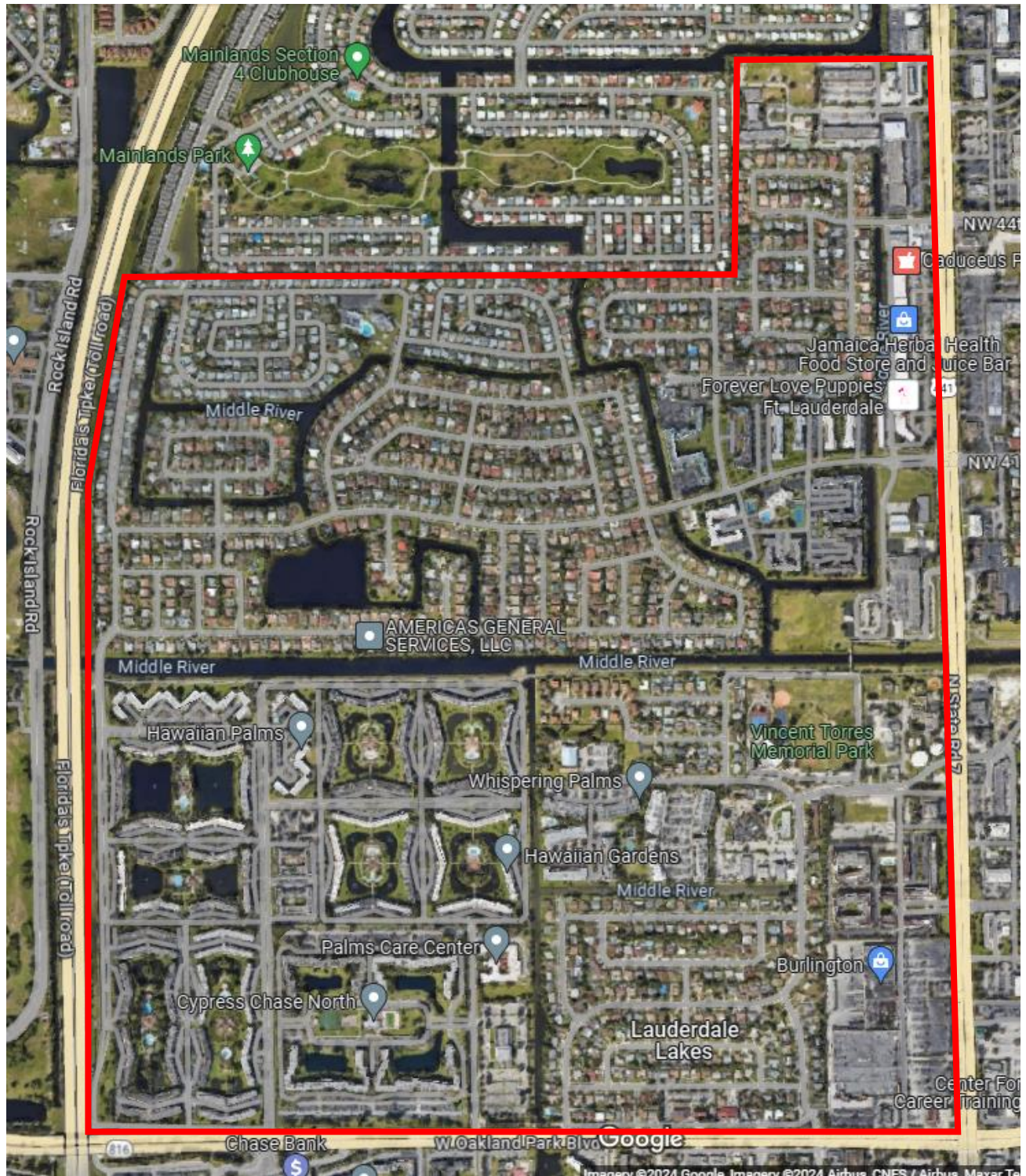
[Signature]
Veronica Edwards Phillips, Mayor

APPROVED AS TO FORM

[Signature]
City Attorney

ALL EXHIBITS WILL BE ATTACHED HERE

EXHIBIT A - PROJECT LOCATION MAP



CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: No

Contract Requirement: No

Title

RESOLUTION 2024-022 SUPPORTING SENATE BILL 470 AND HOUSE BILL 465 REQUIRING PUBLIC POST-SECONDARY EDUCATIONAL INSTITUTIONS TO REPORT INFORMATION RELATING TO THE STATUS OF STUDENTS WITH AN F-1 STUDENT VISA TO THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY (SPONSORED BY COMMISSIONER MAXWELL-WILLIAMS)

Summary

This resolution will support Senate Bill 470 and House Bill 465 requiring Public Post-Secondary Educational Institutions to report information relating to the status of students with an F-1 student visa to the United States Department of Homeland Security.

Staff Recommendation

Background:

The City Commission of the City Lauderdale Lakes deems it in the best interest in the health, safety and welfare of the City to convey its support of SB 470 and HB 465

Funding Source:

Fiscal Impact:

Sponsor Name/Department: Commissioner Karlene Maxwell-Williams, Mayor and Commission

Meeting Date: 3/26/2024

ATTACHMENTS:

Description	Type
☐ Resolution: 2024-022 Supporting Senate Bill 470 and House Bill 465	Resolution
☐ HB 465 Staff Analysis	Exhibit

1 RESOLUTION 2024-022

2
3 A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES,
4 FLORIDA SUPPORTING SENATE BILL 470 AND HOUSE BILL 465 REQUIRING
5 PUBLIC POSTSECONDARY EDUCATIONAL INSTITUTIONS TO REPORT
6 INFORMATION RELATING TO THE STATUS OF STUDENTS WITH AN F-1
7 STUDENT VISA TO THE UNITED STATES DEPARTMENT OF HOMELAND
8 SECURITY IN THE EVENT ANY SUCH STUDENT PROMOTES ANY FOREIGN
9 TERRORIST ORGANIZATIONS, AND FURTHER REQUIRING A FLORIDA
10 COLLEGE SYSTEM INSTITUTION TO ASSESS OUT-OF-STATE FEES FOR
11 STUDENTS WHO PROMOTE A FOREIGN TERRORIST ORGANIZATION;
12 PROVIDING THAT STUDENTS WHO PROMOTE A FOREIGN TERRORIST
13 ORGANIZATION ARE INELIGIBLE FOR FEE WAIVERS; PROVIDING THAT
14 STUDENTS WHO PROMOTE A FOREIGN TERRORIST ORGANIZATION ARE
15 INELIGIBLE FOR ANY INSTITUTIONAL OR STATE GRANTS, FINANCIAL AID,
16 SCHOLARSHIP, OR TUITION ASSISTANCE; A COPY OF THE STAFF ANALYSIS
17 FOR HB 465 IS ATTACHED HERETO AS **EXHIBIT A**, AND A COPY OF WHICH
18 CAN BE INSPECTED IN THE OFFICE OF THE CITY CLERK; PROVIDING FOR THE
19 ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE CITY
20 CLERK; PROVIDING AN EFFECTIVE DATE.
21

22 WHEREAS, on November 15, 2023, Florida State Senator Blaise Ingoglia and
23 Representatives John Paul Temple, Dean Black, and Alina Garcia filed Senate Bill 470 ("SB 470")
24 and House Bill 465 ("HB 465"), respectively;

25 WHEREAS, SB 470 and HB 465 (collectively "Bills") seek to require a public postsecondary
26 educational institution to report through the Student and Exchange Visitor Program of the United
27 States Department of Homeland Security, any student who is attending the institution on an F-1
28 student visa if that student promotes any foreign terrorist organization;

29 WHEREAS, the Bills define a "foreign terrorist organization" as those organizations
30 designated by the United States Department of State as a foreign organization that engages in or
31 has the capability and intent to engage in terrorist activity and threatens the defense, foreign

1 relations, or economic interests of the United States. The designation including but limited to,
2 Hamas and Palestine Islamic Jihad;

3 WHEREAS, the Bills require that a student who promotes a foreign terrorist organization
4 during any term of his or her enrollment be assessed the out-of-state fee during that term and
5 any subsequent term of enrollment;

6 WHEREAS, the Bills further provide that a student who promotes a foreign terrorist
7 organization during term of his or her enrollment is ineligible for any fee waiver contained in
8 s. 1009.26, Fla. Stat. during that term and any subsequent term of enrollment;

9 WHEREAS, additionally, the Bills provide that any student at a Florida College System,
10 State University System, or private postsecondary institution that promotes a foreign terrorist
11 organization during any term of his or her enrollment may not be awarded any institutional or
12 state grants, financial aid, scholarships, or tuition assistance under chp. 1009, Fla. Stat. during
13 that term and any subsequent term of enrollment;

14 WHEREAS, the City Commission having reviewed SB 470, HB 465 and the Staff Analysis for
15 HB 465, therefore deems it in the best interest, health, and safety of City residents to support
16 the efforts of SB 470 and HB 465; and

17 WHEREAS, the City Commission of the City Lauderdale Lakes deems it in the best interest
18 in the health, safety and welfare of the City to convey its support of SB 470 and HB 465.

19 NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF
20 LAUDERDALE LAKES AS FOLLOWS:

21 SECTION 1. ADOPTION OF RECITALS: The foregoing RECITALS are hereby ratified and
22 confirmed as being true, and the same are hereby made a part of this Resolution.

SECTION 2. ENDORSEMENT: The City Commission of the City of Lauderdale Lakes hereby endorses and conveys its support of Senate Bill 470 and House Bill 465.

SECTION 3. INSTRUCTIONS TO THE CITY CLERK: The City Clerk is hereby authorized to forward a copy of this Resolution to the Florida Legislature, the Broward League of Cities, the Florida League of Cities, the Broward County Legislative Delegation, the Governor of Florida, the Honorable Ronald DeSantis, appropriate media outlets, and any other interested persons.

EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

ADOPTED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES AT ITS REGULAR MEETING HELD MARCH 26, 2024.

VERONICA EDWARDS PHILLIPS, MAYOR

ATTEST:

VENICE HOWARD, CMC, CITY CLERK

Approved as to form and legality
for the use of and reliance by the
City of Lauderdale Lakes only:

Sidney C. Calloway, City Attorney

Sponsored by: Commissioner Karlene Maxwell-Williams

VOTE:

Mayor Veronica Edwards Phillips	_____ (For)	_____ (Against)	_____ (Other)
Vice-Mayor Mark Spence	_____ (For)	_____ (Against)	_____ (Other)
Commissioner Tycie Causwell	_____ (For)	_____ (Against)	_____ (Other)
Commissioner Karlene Maxwell-Williams	_____ (For)	_____ (Against)	_____ (Other)
Commissioner Sharon Thomas	_____ (For)	_____ (Against)	_____ (Other)

HOUSE OF REPRESENTATIVES STAFF ANALYSIS

BILL #: HB 465 Postsecondary Education Students

SPONSOR(S): Temple and others

TIED BILLS: None. **IDEN./SIM. BILLS:** SB 470

REFERENCE	ACTION	ANALYST	STAFF DIRECTOR or BUDGET/POLICY CHIEF
1) Postsecondary Education & Workforce Subcommittee	11 Y, 4 N	Wolff	Kiner
2) Higher Education Appropriations Subcommittee			
3) Education & Employment Committee			

SUMMARY ANALYSIS

Current law, at both the Federal and State level, is designed to prevent the provision of material support to designated terror organizations. The bill's purpose is to curtail promotion of these terror organizations at Florida's postsecondary institutions.

To this end, the bill defines a "foreign terrorist organization" as an organization designated by the United States Department of State as a foreign organization that engages in or has the capability and intent to engage in terrorist activity and threatens the defense, foreign relations, or economic interests of the United States. The bill specifies that this includes, but is not limited to, Hamas and Palestine Islamic Jihad.

The bill provides that any student at a Florida College System (FCS) or State University System (SUS) institution that promotes a foreign terrorist organization during any term of his or her enrollment is not eligible for in-state tuition and is not eligible for any fee waiver contained in s. 1009.26, F.S., during that term or any subsequent term of enrollment. Additionally, the bill provides that any student at a FCS, SUS, or private postsecondary institution that promotes a foreign terrorist organization during any term of his or her enrollment may not be awarded any institutional or state grants, financial aid, scholarships, or tuition assistance under ch. 1009, F.S., during that term and any subsequent term of enrollment.

The bill requires that a public postsecondary institution must report, through the Student and Exchange Visitor Program of the United States Department of Homeland Security, any student who is attending the institution on an F-1 student visa, if that student promotes any foreign terrorist organization.

The bill has an indeterminate fiscal impact.

The bill has an effective date of July 1, 2024.

FULL ANALYSIS

I. SUBSTANTIVE ANALYSIS

A. EFFECT OF PROPOSED CHANGES:

Present Situation

Federal and State Anti-terrorism Laws

Two federal material support statutes sit at the heart of the United States (U.S.) Department of Justice's terrorist prosecution efforts.¹ One provision outlaws providing material support for the commission of certain designated offenses that might be committed by terrorists.² The other outlaws providing material support to certain designated terrorist organizations.³ The two sections share a virtually identical definition of the term "material support."⁴ Material support excludes medicine and religious materials, but includes:

- currency or monetary instruments or financial securities;
- financial services;
- lodging;
- training;
- expert advice or assistance;
- safehouses;
- false documentation or identification;
- communications equipment, facilities;
- weapons;
- lethal substances;
- explosives;
- personnel; and
- transportation.⁵

Providing material support is only a crime if the known beneficiary is a foreign terrorist organization. That is, the government must show either that (1) the defendant knows that the organization has been designated a foreign terrorist organization or (2) the defendant knows that the organization is or has engaged in "terrorism" or in "terrorist activities."⁶

The process under which the Secretary of State designates an entity a foreign terrorist organization is authorized in the Immigration and Nationality Act.⁷ Under the procedure, the Secretary may designate an entity if he finds that it is (A) a foreign organization; (B) that "engages in terrorist activity or terrorism, or retains the capacity and intent to engage in terrorist activity or terrorism"; and (C) "the terrorist activity or terrorism" of the entity "threatens the security of United States nationals or the national security of the United States."⁸ An organization may challenge its designation,⁹ and the Secretary may revoke the designation.¹⁰ The organization may appeal the Secretary's decision to the United States Court of Appeals for the District of Columbia.¹¹ The current list of designated Foreign Terrorist

¹ 18 U.S.C. § 2339A and § 2339B; *see generally* Congressional Research Service, *Terrorist Material Support: An Overview of 18 U.S.C. § 2339A and § 2339B*, available at <https://crsreports.congress.gov/product/pdf/R/R41333>.

² 18 U.S.C. § 2339A.

³ 18 U.S.C. § 2339B.

⁴ 18 U.S.C. § 2339A(b)(1) and 18 U.S.C. § 2339B(g)(4). Section 2339B has a more explicit description of the "personnel" covered by its proscription, which confines the term to those provided to a foreign terrorist organization to direct its activities or to work under its direction or control. 18 U.S.C. § 2339B(h).

⁵ 18 U.S.C. § 2339A(b)(1) and 18 U.S.C. § 2339B(g)(4).

⁶ 18 U.S.C. § 2339B(a).

⁷ 8 U.S.C. § 1189.

⁸ 8 U.S.C. § 1189(a)(1).

⁹ 8 U.S.C. § 1189(a)(4)(B).

¹⁰ 8 U.S.C. § 1189(a)(6).

¹¹ 8 U.S.C. § 1189(c).

Organizations is available on the Department of State website and it has included HAMAS and the Palestine Islamic Jihad since its inception in October 1997.¹²

HAMAS is the largest and most capable militant group in the Palestinian territories and one of the territories' two major political parties. The group is committed to armed resistance against Israel and the creation of an Islamic Palestinian state in Israel's place. HAMAS has been the de facto governing body in the Gaza Strip since 2007, when it ousted the Palestinian Authority from power.¹³

The Palestine Islamic Jihad (PIJ) is a militant group seeking to establish an Islamist Palestinian state that is committed to the destruction of Israel. It is the second-largest militant group in the Gaza Strip and the West Bank. PIJ sometimes operates in coordination with HAMAS, although the groups have had a tense relationship because PIJ occasionally disagrees with HAMAS's strategy for confronting Israel.¹⁴

In 2017,¹⁵ the Legislature adopted a counter-terrorism statute mirroring the above federal provisions.¹⁶ The statute includes two criminal provisions analogous to the federal law¹⁷ and included substantially similar definitions.¹⁸ The Legislature explicitly stated its intent that these provisions be interpreted in a manner consistent with the federal law¹⁹ and tasked the Florida Department of Law Enforcement with creating guidelines for law enforcement investigations conducted pursuant to the newly created section of law.²⁰

International Student Visas

For nonimmigrant students seeking an education in the United States, there are three primary student visa types:

- F-1 Student Visa: for study at an accredited U.S. college or university or to study English at an English language institute;
- J-1 Exchange Visa: for participation in an exchange program, including high school and university study;
- M-1 Student Visa: for non-academic or vocational study or training in the United States.²¹

Valid student visas are required to apply to the Department of Homeland Security for admission into the United States at the port of entry. Students' Form I-20 document (F and M visas) or DS-2019 document (J visas), that are issued by their institution, is what allows them to maintain student status in the United States even if a visa expires during their studies.²² To issue I-20 or DS-2019 documentation for student visas, U.S. institutions must be certified by the Department of Homeland Security SEVP (Student and Exchange Visitor Program) (F, M visas) or designated by the Department of State Bureau of Educational and Cultural Affairs (J visas), respectively.²³

Two separate U.S. government agencies manage international student arrival and status while studying in the United States. The U.S. Department of State is responsible for the initial visa application process

¹² Department of State, *Foreign Terrorist Organizations*, <https://www.state.gov/foreign-terrorist-organizations/> (last visited Jan 15, 2024).

¹³ Office of the Director of National Intelligence, *Foreign Terrorist Organizations HAMAS*, https://www.dni.gov/nctc/ftos/hamas_fto.html (last visited Jan. 14, 2024).

¹⁴ Office of the Director of National Intelligence, *Foreign Terrorist Organizations Palestine Islamic Jihad*, https://www.dni.gov/nctc/ftos/pij_fto.html (last visited Jan. 14, 2024).

¹⁵ Section 4, ch. 2017-37, L.O.F.

¹⁶ Section 775.33, F.S.

¹⁷ Section 775.33(2) and (3), F.S.

¹⁸ Section 775.33(1), F.S.

¹⁹ Section 775.33(7), F.S.

²⁰ Section 775.33(8), F.S.

²¹ Department of State, EducationUSA, *International Student Visas*, <https://educationusa.state.gov/foreign-institutions-and-governments/understanding-us-higher-education/international-student> (last visited Jan. 16, 2024).

²² *Id.*

²³ *Id.*

and issuance. Once a visa holder arrives in the United States, the U.S. Department of Homeland Security then acts as the responsible agency for granting entry into the country, as well as enforcing immigration regulations that affect international students once they are in the United States.²⁴

Institutions are required to comply with regulations issued by the Department of Homeland Security in order to be certified for attendance by nonimmigrant students.²⁵ Part of this certification process includes recordkeeping and reporting requirements for the institution.²⁶ Institutions are required to report any change in the students status, within 21 days, including, but not limited to, any disciplinary action taken by the school against the student as a result of the student being convicted of a crime.²⁷

Freedom of Speech

The First Amendment of the United States Constitution promotes the free exchange of ideas and information by prohibiting the government from restricting speech or expressive conduct because of the message expressed.²⁸ Content-based restrictions are presumptively invalid.²⁹ To justify a content-based regulation of speech, the government must show that the regulation is (1) necessary to serve a compelling state interest, and (2) narrowly drawn to further that interest. Prohibitions on hate speech may not be content based and designed to punish certain viewpoints. For instance, a law that bans only words or expressions derogatory of race, religion, or gender violates the First Amendment.³⁰ The government may increase applicable criminal penalties for defendants who select a victim based on race or other characteristics.³¹ However, during sentencing, a court may generally not take into consideration a defendant's abstract beliefs, however abhorrent.³²

The Florida Constitution provides analogous protection for the freedom of speech and Florida courts have interpreted Florida's constitutional provisions guaranteeing the freedom of speech in accordance with federal First Amendment jurisprudence.³³

Florida Postsecondary Tuition and Student Financial Aid

In-state and Out-of-State Tuition

Under Florida law, 'tuition' is defined as the basic fee charged to a student for instruction provided by a public postsecondary educational institution in the state.³⁴ A student who is classified as a "resident for tuition purposes" is a student who qualifies for the in-state tuition rate.³⁵

The statutory resident undergraduate tuition rate at a state university is \$105.07 per credit hour.³⁶ For baccalaureate degree programs offered at a Florida College System institution, the statutory resident tuition rate is \$91.79 per credit hour.³⁷

²⁴ *Id.*

²⁵ 8 C.F.R. § 214.3.

²⁶ 8 C.F.R. § 214.3(g).

²⁷ 8 C.F.R. § 214.3(g)(2)(ii)(D).

²⁸ *See, e.g., Texas v. Johnson*, 491 U.S. 397 (1989); *State v. T.B.D.*, 656 So. 2d 479 (Fla. 1995).

²⁹ *See, e.g., Police Dep't of Chicago v. Mosley*, 408 U.S. 92 (1972).

³⁰ *R.A.V. v. City of St. Paul, Minn.*, 505 U.S. 377 (1992).

³¹ *Wisconsin v. Mitchell*, 508 U.S. 476 (1993); *see T.B.D.*, 656 So. 2d 479 (holding that a Florida statute which prohibited cross burning did not infringe upon First Amendment liberties).

³² *See generally* Daniel E. Katz, *Speak No Evil, Think No Evil: The Florida Hate Crime Law*, 44 U. Fla. L. Rev. 695 (1992); Susan Gellman, *Sticks and Stones Can Put You in Jail, But Can Words Increase Your Sentence? Constitutional and Policy Dilemmas of Ethnic Intimidation Laws*, 39 U.C.L.A. L. Rev. 333 (1991); Eric D. Rosenberg, Note, *Hate Crimes, Hate Speech and Free Speech – Florida's Bias-Intended Crime Statute*, 17 Nova L. Rev. 597 (1992).

³³ *See Dep't of Educ. v. Lewis*, 416 So. 2d 455, 461 (Fla. 1982).

³⁴ Section 1009.01(1), F.S. Additionally, the definition states that "[a] charge for any other purpose shall not be included within this fee."

³⁵ Section 1009.21(1)(g), F.S.

³⁶ Section 1009.24(4)(a), F.S.

³⁷ Section 1009.23(3)(b), F.S.

An ‘out-of-state fee’ is the additional fee for instruction provided by a public postsecondary education institution in the state, and is charged to a student who does not qualify for the in-state tuition rate.³⁸ Across the State University System, for the 2023-24 academic year, the average out-of-state tuition and out-of-state fees was \$570.01, per credit hour.³⁹ Across the Florida College System, for the 2022-23 academic year, the weighted average of out-of-state fees for lower level credit programs is \$240.24, per credit hour.⁴⁰ Residents for tuition purposes are charged the statutory rates for tuition while non-residents pay out-of-state fees in addition to tuition, unless these costs are exempted or waived.⁴¹

Tuition and Fee Waivers

Current law provides a number of mandatory and discretionary tuition and fee waivers. Mandatory fee waivers include, but are not limited to, the following:

- Congressman C.W. “Bill” Young Veteran Tuition Waiver Program;⁴²
- Active duty military personnel;⁴³
- High-performing out-of-state students who have a Florida resident grandparent;⁴⁴
- Child or spouse of deceased first responder employed by the state or political subdivisions;⁴⁵
- Purple Heart recipients;⁴⁶
- Online Free Seat Program;⁴⁷
- Programs of Strategic Emphasis Waiver;⁴⁸ and
- The wrongfully incarcerated.⁴⁹

Discretionary tuition and fee waivers include, but are not limited to, the following:

- Student Intern Supervisors;⁵⁰
- University Employees;⁵¹
- State Resident Seniors;⁵²
- Non-degree Seeking Out-of-State Students;⁵³
- Classroom Teachers;⁵⁴ and
- Student Athletes.⁵⁵

State Scholarships and Grants

The state offers a number of scholarships and grants for students seeking to further their education at one of Florida’s postsecondary institutions, including, but not limited to, the following:

- Benacquist Scholarship Program;⁵⁶

³⁸ Section 1009.01(2), F.S. Adding that “[a] charge for any other purpose shall not be included within this fee.”

³⁹ Florida Board of Governors, *State University System, Tuition and Required Fees, 2023-24*, at 4, available at <https://www.flbog.edu/wp-content/uploads/2023/07/2023-2024-SUS-Tuition-and-Fees-Report-PDF-1.pdf>.

⁴⁰ Florida Department of Education, Florida College System, *Reports*, <https://www.fldoe.org/accountability/data-sys/CCTCMIS/reports.shtml>, (link to 2023 Fact Book, worksheet FB 7.9T within the Excel file).

⁴¹ Sections 1009.23(2)(a) and 1009.24(2), F.S.

⁴² Section 1009.26(13), F.S.

⁴³ Section 1009.26(14), F.S.

⁴⁴ Section 1009.26(20), F.S.

⁴⁵ Section 112.19(3), F.S.

⁴⁶ Section 1009.26(8), F.S.

⁴⁷ Section 1009.26(19), F.S.

⁴⁸ Section 1009.26(18), F.S.

⁴⁹ Section 961.06(1)(b), F.S.

⁵⁰ Section 1009.26(2), F.S.

⁵¹ Section 1009.26(3), F.S.

⁵² Section 1009.26(4), F.S.

⁵³ Section 1009.26(6), F.S.

⁵⁴ Section 1009.26(10), F.S.

⁵⁵ Section 1009.26(21), F.S.

⁵⁶ Section 1009.893, F.S.; see Florida Department of Education, Office of Student Financial Assistance, *Benacquist Scholarship Program*, available at <https://www.floridastudentfinancialaid.org/PDF/factsheets/BSP.pdf>.

- Bright Futures Scholarship;⁵⁷
- William L. Boyd, IV, Effective Access to Student Education Program;⁵⁸
- Florida Student Assistance Grant Program;⁵⁹
- First Generation Matching Grant Program;⁶⁰ and
- Mary McLeod Bethune Scholarship Program.⁶¹

Effect of Proposed Changes

The bill defines a “foreign terrorist organization” as an organization designated by the United States Department of State as a foreign organization that engages in or has the capability and intent to engage in terrorist activity and threatens the defense, foreign relations, or economic interests of the United States. The bill specifies that this includes, but is not limited to, Hamas and Palestine Islamic Jihad.

The bill provides that any student at a Florida College System (FCS) or State University System (SUS) institution that promotes a foreign terrorist organization during any term of his or her enrollment is not eligible for in-state tuition and is not eligible for any fee waiver contained in s. 1009.26, F.S., during that term or any subsequent term of enrollment. Additionally, the bill provides that any student at a FCS, SUS, or private postsecondary institution that promotes a foreign terrorist organization during any term of his or her enrollment may not be awarded any institutional or state grants, financial aid, scholarships, or tuition assistance under ch. 1009, F.S., during that term and any subsequent term of enrollment.

The bill requires that a public postsecondary institution must report, through the Student and Exchange Visitor Program of the United States Department of Homeland Security, any student who is attending the institution on an F-1 student visa, if that student promotes any foreign terrorist organization.

B. SECTION DIRECTORY:

- Section 1:** Amends s. 1006.61, F.S.; requiring public postsecondary educational institutions to report certain student information to the United States Department of Homeland Security; defining the term “foreign terrorist organization.”
- Section 2:** Amends s. 1009.01, F.S.; defining the term “foreign terrorist organization.”
- Section 3:** Amends s. 1009.23, F.S.; requiring a Florida College System institution to assess the out-of-state fee for students who promote a foreign terrorist organization.
- Section 4:** Amends s. 1009.24, F.S.; requiring a state university to assess the out-of-state fee for students who promote a foreign terrorist organization.
- Section 5:** Amends s. 1009.26, F.S.; providing that students who promote a foreign terrorist organization are ineligible for specified fee waivers.
- Section 6:** Creates s. 1009.8963, F.S.; providing that students who promote a foreign terrorist organization are ineligible for any institutional or state grants, financial aid, scholarships, or tuition assistance.

⁵⁷ Sections 1009.53-1009.538, F.S.

⁵⁸ Sections 1109.521 and 1009.89, F.S.; see Florida Department of Education, Office of Student Financial Assistance, *William L. Boyd, IV, Effective Access to Student Education Program*, available at <https://www.floridastudentfinancialaidsg.org/PDF/factsheets/EASE.pdf>.

⁵⁹ Sections 1009.50-1009.52, F.S.; see Florida Department of Education, Office of Student Financial Assistance, *Florida Student Assistance Grant Program*, available at <https://www.floridastudentfinancialaidsg.org/PDF/factsheets/FSAG.pdf>.

⁶⁰ Section 1009.701, F.S.; see Florida Department of Education, Office of Student Financial Assistance, *First Generation Matching Grant Program*, available at <https://www.floridastudentfinancialaidsg.org/PDF/factsheets/FGMG.pdf>.

⁶¹ Section 1009.73, F.S.; see Florida Department of Education, Office of Student Financial Assistance, *Mary McLeod Bethune Scholarship Program*, available at <https://www.floridastudentfinancialaidsg.org/PDF/factsheets/MMB.pdf>.

Section 7: Provides an effective date.

II. FISCAL ANALYSIS & ECONOMIC IMPACT STATEMENT

A. FISCAL IMPACT ON STATE GOVERNMENT:

1. Revenues:

None.

2. Expenditures:

None.

B. FISCAL IMPACT ON LOCAL GOVERNMENTS:

1. Revenues:

None.

2. Expenditures:

None.

C. DIRECT ECONOMIC IMPACT ON PRIVATE SECTOR:

None.

D. FISCAL COMMENTS:

The bill has an indeterminate fiscal impact as it is unclear how its provisions related to student receipt of scholarships, grant, and tuition and fee waivers will impact enrollment.

III. COMMENTS

A. CONSTITUTIONAL ISSUES:

1. Applicability of Municipality/County Mandates Provision:

None.

2. Other:

B. RULE-MAKING AUTHORITY:

None.

C. DRAFTING ISSUES OR OTHER COMMENTS:

None.

IV. AMENDMENTS/COMMITTEE SUBSTITUTE CHANGES

None.

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact:

Contract Requirement:

Title

RESOLUTION 2024-023 APPOINTING A DIRECTOR, AN ALTERNATE AND SECOND ALTERNATE TO THE BROWARD LEAGUE OF CITIES FOR 2024-2025
--

Summary

This resolution appoints a Director, Alternate and Second Alternate to the Broward League of Cities.
--

Staff Recommendation

Background:

The Broward League of Cities is a non-partisan, non-profit organization dedicated to raising awareness and resolving issues facing Broward County's 31 cities and municipalities at the local, county and state level. The organization's dedicated committees conduct research and suggest policies for current topics affecting residents, including education, housing, economic concerns and municipal services.

The appointment of Commissioners to various organizations is done at the City Commission reorganization meeting each year in November. However, the Broward League of Cities requests that their appointments be made in April of each year.

Commissioner Karlene Maxwell-Williams is serving as the City's Director. The City's Alternate Director is Vice Mayor Mark Spence and Commissioner Tycie Causwell is the Second Alternate Director.

Funding Source:

Fiscal Impact:

Sponsor Name/Department: Venice Howard, CMC - City Clerk's Office

Meeting Date: 3/26/2024

ATTACHMENTS:

Description		Type
□	Resolution 2024-023 The 2024-25 Broward League of Cities	Resolution
	Board of Directors Appointments	

1 RESOLUTION 2024-023

2
3 A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES,
4 FLORIDA APPOINTING A DIRECTOR, AN ALTERNATE, AND A SECOND
5 ALTERNATE TO THE BROWARD LEAGUE OF CITIES FOR THE 2024-2025 TERM;
6 PROVIDING FOR THE ADOPTION OF RECITALS; PROVIDING FOR
7 INSTRUCTIONS TO THE CITY CLERK; PROVIDING AN EFFECTIVE DATE.
8

9 WHEREAS, the City of Lauderdale Lakes ("City") is a participating member of the Broward
10 League of Cities ("BLOC"), which is a non-partisan, non-profit organization whose membership is
11 made up of elected officials from municipal governments and area businesses that are dedicated to
12 raising awareness and resolving issues facing the cities and municipalities in Broward County;

13 WHEREAS, members of the BLOC focus on identifying and resolving problems affecting
14 day-to-day municipal operations including county, state and federal legislation, working primarily
15 through dedicated committees that conduct research and recommend policies affecting
16 education, housing, economic concerns and municipal services;

17 WHEREAS, each municipal member of the BLOC, including the City, are required to appoint
18 a director, an alternate and second alternate ("Appointees") to attend and vote at any Board of
19 Directors or General Membership meeting held where he/she represents his/her municipality;

20 WHEREAS, the Appointees will serve on the Broward League of Cities, each appointment
21 being for a one-year term from May 4, 2024 to May of 2025; and

22 WHEREAS, the deadline for board appointments is April 11, 2024.

23 NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF
24 LAUDERDALE LAKES, as follows:

1 SECTION 1. ADOPTION OF RECITALS: The foregoing RECITALS are hereby ratified and
2 confirmed as being true, and the same are hereby incorporated by reference and made part of
3 this Resolution.

4 SECTION 2. APPOINTMENT: The City Commission hereby appoints: _____ as the
5 Director, _____ as the City's Alternate, and _____ as the City's Second
6 Alternate, to the Broward League of Cities for the 2024-2025 term.

7 SECTION 3. INSTRUCTIONS TO THE CITY CLERK: The City Clerk, through the City
8 Manager, is hereby authorized to take any and all actions necessary to effectuate the intent of
9 this Resolution.

10 [REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

SECTION 4. EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

ADOPTED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES AT ITS REGULAR MEETING HELD MARCH 26, 2024.

VERONICA EDWARDS PHILLIPS, MAYOR

ATTEST:

VENICE HOWARD, CMC, CITY CLERK

Approved as to form and legality
for the use of and reliance by the
City of Lauderdale Lakes only:

Sidney C. Calloway, City Attorney

Sponsored by: Venice Howard, CMC, City Clerk

VOTE:

Mayor Veronica Edwards Phillips	_____ (For)	_____ (Against)	_____ (Other)
Vice-Mayor Mark Spence	_____ (For)	_____ (Against)	_____ (Other)
Commissioner Tycie Causwell	_____ (For)	_____ (Against)	_____ (Other)
Commissioner Karlene Maxwell-Williams	_____ (For)	_____ (Against)	_____ (Other)
Commissioner Sharon Thomas	_____ (For)	_____ (Against)	_____ (Other)

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact:

Contract Requirement: No

Title

RESOLUTION 2024-024 RESOLVING TO OMIT TO FILL THE VACANCY IN CITY COMMISSION SEAT 1

Summary

This resolution resolves to omit to fill the vacancy in the Office of Commission Seat 1, created by the resignation of Commissioner Mark Spence and to let the vacancy stand open until the November 5, 2024 general election.

Staff Recommendation

Background:

The City Clerk of the City of Lauderdale Lakes has received written notice from Vice-Mayor and Commissioner Mark Spence communicating his resignation of the office of Commission Seat 1, effective October 31, 2024. The effective date of Commissioner Spence's resignation is less than one hundred thirty (130) days before the next general election and will result in a vacancy of Commission Seat 1 before the next general election, which is scheduled by law to occur on November 5, 2024.

The City Commission finds it in the best interest, health, safety, and welfare of the residents of the City to omit to fill such vacancy and let the vacancy stand open until the next general election, i.e., November 5, 2024, at which time a successor shall be elected to fill Commissioner Spence's remaining term of office for Commission Seat 1.

Funding Source:

Fiscal Impact:

Sponsor Name/Department: Venice Howard, City Clerk

Meeting Date: 3/26/2024

ATTACHMENTS:

Description	Type
□ Resolution 2024-024 Vacancy in Commission Seat 1	Resolution

1 RESOLUTION 2024-024

2
3 A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES,
4 FLORIDA, IN ACCORDANCE WITH SECTION 3.10(4) OF THE CITY CHARTER
5 RESOLVING TO OMIT TO FILL THE VACANCY IN THE OFFICE OF
6 COMMISSION SEAT 1, CREATED BY THE RESIGNATION OF COMMISSIONER
7 MARK SPENCE ("COMMISSIONER SPENCE") AND TO LET SUCH VACANCY
8 STAND OPEN UNTIL THE NEXT GENERAL ELECTION, AT WHICH TIME A
9 SUCCESSOR SHALL BE ELECTED TO FILL COMMISSIONER SPENCE'S
10 REMAINING TERM OF OFFICE; PROVIDING FOR ADOPTION OF RECITALS;
11 PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING AN
12 EFFECTIVE DATE.
13

14 WHEREAS, City Charter, Section 3.10(1) *Vacancies* - provides, in pertinent part, that a
15 vacancy in the office of mayor or city commission occurs when a mayor or a city commissioner
16 resigns or leaves office otherwise than by normal expiration of his term of office;

17 WHEREAS, the City Clerk of the City of Lauderdale Lakes has received written notice from
18 Vice-Mayor and Commissioner Mark Spence communicating his resignation of the office of
19 Commission Seat 1, effective October 31, 2024;

20 WHEREAS, City Charter, Section 3.10(4) *Filling of vacancies, office of city commissioner*
21 further provides that:

22 Whenever there is a vacancy in the city commission, the city commission,
23 by majority vote of the remaining members, shall, by resolution, as soon as
24 practicable after such vacancy occurs, choose a successor to serve until the next
25 regular city election or at the conclusion of the term for which such appointment
26 is made, whichever first occurs; provided, however, that in the event there shall
27 be less than one hundred thirty (130) days remaining before the next general
28 election, the city commission, by majority vote of its remaining members, may
29 resolve to omit to fill such vacancy and to let such vacancy stand open until the
30 next general election, at which time a successor shall be elected to fill his or her
31 predecessor's remaining term of office.;

32
33 WHEREAS, the effective date of Commissioner Spence's resignation is less than one
34 hundred thirty (130) days before the next general election and will result in a vacancy of

1 Commission Seat 1 before the next general election, which is scheduled by law to occur on
2 November 5, 2024;

3 WHEREAS, because Commissioner Spence's resignation will occur less than one hundred
4 thirty (130) days before the next general election, the City Commission may either vote on an
5 appointment to fulfill the vacancy or to omit to fill such vacancy and let the vacancy stand open
6 in accordance with Article III, Section 3.10(4) of the City's Charter; and

7 WHEREAS, the City Commission finds it in the best interest, health, safety, and welfare of
8 the residents of the City to omit to fill such vacancy and let the vacancy stand open until the next
9 general election, i.e., November 5, 2024, at which time a successor shall be elected to fill
10 Commissioner Spence's remaining term of office for Commission Seat 1.

11 NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF
12 LAUDERDALE LAKES AS FOLLOWS:

13 SECTION 1. ADOPTION OF RECITALS: The foregoing RECITALS are hereby ratified and
14 confirmed as being true, and the same are hereby made a part of this Resolution.

15 SECTION 2. AUTHORITY: The City Commission of Lauderdale Lakes hereby finds it in
16 the best interest, health, safety, and welfare of the residents of the City to omit to fill the vacancy
17 created by the resignation of Vice Mayor/Commissioner Mark Spence and further resolves to let
18 the vacancy stand open until the next general election i.e. November 5, 2024, at which time a
19 successor shall be elected to fill Commissioner Spence's remaining term of office for Commission
20 Seat 1.

SECTION 3. INSTRUCTIONS TO THE CITY CLERK: The City Clerk and other appropriate City Officials, through the City Manager, are hereby authorized to take any and all actions necessary to effectuate the intent of this Resolution.

SECTION 4. EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

ADOPTED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES AT ITS REGULAR MEETING HELD MARCH 26, 2024.

VERONICA EDWARDS PHILLIPS, MAYOR

ATTEST:

VENICE HOWARD, CMC, CITY CLERK

Approved as to form and legality
for the use of and reliance by the
City of Lauderdale Lakes only:

Sidney C. Calloway, City Attorney

VOTE:

Mayor Veronica Edwards Phillips	_____ (For)	_____ (Against)	_____ (Other)
Vice-Mayor Mark Spence	_____ (For)	_____ (Against)	_____ (Other)
Commissioner Tycie Causwell	_____ (For)	_____ (Against)	_____ (Other)
Commissioner Karlene Maxwell-Williams	_____ (For)	_____ (Against)	_____ (Other)
Commissioner Sharon Thomas	_____ (For)	_____ (Against)	_____ (Other)