



CITY COMMISSION MEETING AGENDA

City Commission Chambers

July 22, 2025

7:00 PM

Please join the meeting via Zoom
<https://us06web.zoom.us/j/81877782323>

Please join the meeting via telephone:
1 305 224 1968 or 1 312 626 6799
Meeting ID: 818 7778 2323



Mayor Veronica Edwards Phillips - Vice Mayor Tycie Causwell
Commissioner Easton K. Harrison - 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 5 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 office 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 have 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

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1. **CALL TO ORDER**
 2. **ROLL CALL**
 3. **INVOCATION AND PLEDGE OF ALLEGIANCE**
 - A. INVOCATION PROVIDED BY BISHOP JOHN HARDY, ALL NATIONS NTCOG FELLOWSHIP INC,
 - B. PLEDGE OF ALLEGIANCE
 4. **PROCLAMATIONS/PRESENTATIONS**
 5. **APPROVAL OF MINUTES FROM PREVIOUS MEETING**
 - A. JULY 7, 2025 CITY COMMISSION WORKSHOP MINUTES
 - B. JULY 8, 2025 CITY COMMISSION MEETING MINUTES
 6. **PETITIONS FROM THE PUBLIC**
 7. **CONSIDERATION OF ORDINANCES ON SECOND READING**
 8. **CONSIDERATION OF ORDINANCES ON FIRST READING**
 9. **CONSIDERATION OF RESOLUTIONS ON CONSENT AGENDA**
 - A. RESOLUTION 2025-087 AWARDING AND AUTHORIZING THE MAYOR AND THE DEPUTY CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN CONTRACT NO. 25-3110-13R TO KIMLEY-HORN AND ASSOCIATES, INC., TO PROVIDE PROFESSIONAL ENGINEERING DESIGN SERVICES FOR THE CITYWIDE TRAFFIC CALMING PROJECT IN VARIOUS LOCATIONS WITHIN THE CITY OF LAUDERDALE LAKES IN THE AMOUNT NOT TO EXCEED FOUR HUNDRED THIRTY-SIX THOUSAND NINE HUNDRED FIFTY-FOUR DOLLARS AND 49/100 (\$436,954.49)

This resolution awards and authorizes the Mayor and the Acting City Manager to execute a contract agreement with Kimley-Horn and Associates Inc., in the amount of \$436,954.49 to provide professional engineering design services for the Citywide Traffic Calming - Various locations project.
 - B. RESOLUTION 2025-088 AUTHORIZING THE MAYOR AND THE ACTING CITY MANAGER TO EXECUTE THE THIRD AMENDMENT TO THE TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY, BROWARD METROPOLITAN PLANNING ORGANIZATION AND MUNICIPALITIES IN BROWARD COUNTY.

This resolution authorizes the Mayor and the Acting City Manager to execute the third amendment to the Transportation System Surtax Interlocal Agreement between Broward County, Broward Metropolitan Planning Organization and municipalities in Broward.
 - C. RESOLUTION 2025-089 AUTHORIZING THE ACTING CITY MANAGER TO APPLY RETROACTIVELY TO JULY 1, 2025, FOR THE FY 2025 COPS HIRING PROGRAM THROUGH THE U.S. DEPARTMENT OF JUSTICE OFFICE OF COMMUNITY ORIENTED POLICING

SERVICES (COPS OFFICE), FOR THE PURPOSE OF FUNDING TWO (2) SWORN LAW ENFORCEMENT OFFICER POSITIONS

This resolution authorizes the Acting City Manager to apply retroactively to July 1, 2025 to the U.S. Department of Justice, through its Office of Community Oriented Policing Services (COPS Office) for the hiring of two (2) sworn law enforcement officers.

- D. RESOLUTION 2025-090 AUTHORIZING THE ACTING CITY MANAGER TO SUBMIT AN APPLICATION TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY ("FEMA") FOR THE FY 2024 STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE ("SAFER") GRANT PROGRAM, RETROACTIVE TO JULY 3, 2025**

This resolution authorizes the Acting City Manager to submit an application to the Federal Emergency Management Agency (FEMA) for the FY 2024 Staffing for Adequate Fire and Emergency Response (SAFER) grant program, retroactive to July 3, 2025.

- E. RESOLUTION 2025-091 AUTHORIZING THE MAYOR AND ACTING CITY MANAGER TO EXECUTE AN AMENDMENT TO FLORIDA RESILIENT GRANT AGREEMENT WITH B&Z DIVING SERVICES, LLC FOR THE CANAL 4 REHABILITATION PROJECT AS IS REQUIRED PER RESILIENT FLORIDA PROGRAM**

This resolution authorizes the Mayor and Acting City Manager to execute an amendment to Florida Resilient Grant Agreement with B&Z Diving Services, LLC, for Canal 4 Rehabilitation Project.

- F. RESOLUTION 2025-092 CANCELLING THE CITY COMMISSION WORKSHOP SCHEDULED FOR AUGUST 11, 2025 AND AUGUST 25, 2025, AND THE REGULAR CITY COMMISSION MEETINGS SCHEDULED FOR AUGUST 12, 2025 AND AUGUST 26, 2025**

This resolution cancels the City Commission Workshops and City Commission Meetings scheduled for the month of August.

10. CONSIDERATION OF RESOLUTIONS ON REGULAR AGENDA

- A. RESOLUTION 2025-093 ADOPTING A PRELIMINARY RATE FOR STORMWATER SERVICES FOR FISCAL YEAR 2026 AND SETTING A DATE FOR A PUBLIC HEARING TO ESTABLISH THE FINAL RATE AND ASSESSMENT ROLL**

The resolution establishes the preliminary rates for the stormwater charges to be collected through the Broward County Property Appraiser (BCPA) only. The Stormwater rate is maintained at \$6.25 per month per equivalent residential unit (ERU) or \$75 per year. This rate will generate \$355,725 in revenues for this collection method for Fiscal Year 2026.

- B. RESOLUTION 2025-094 ADOPTING A PRELIMINARY RATE FOR SOLID WASTE SERVICES FOR FY 2025/2026**

This resolution establishes the FY 2026 Solid Waste collection fees. Solid waste collection rates are established in the franchise agreement between the City of Lauderdale Lakes and the City's waste hauler, Waste Management.

- C. RESOLUTION 2025-095 ADOPTING THE PRELIMINARY FIRE-RESCUE SERVICES ASSESSMENT RATES FOR FISCAL YEAR 2026 AND SETTING A DATE FOR A PUBLIC HEARING TO ESTABLISH THE FINAL RATES FOR FIRE RESCUE SERVICES**

This resolution provides for compliance with Section 46-288 of Chapter 46 the City Code of Ordinances and directs compliance with Florida Statutes 197.3632. This preliminary rate resolution accomplishes the following: (a) establishes the City's desire to maintain a fire service function and derive revenue through a fire assessment, (b) provides for an estimate of revenue derived from the non-ad valorem assessment, (c) sets the preliminary fire assessment rates per each category of property, (d) authorizes the preparation of an updated assessment roll, publication of proper notice, and (e) sets the date and time of a public hearing to establish final rates.

- D. RESOLUTION 2025-096 ADOPTING A TENTATIVE MILLAGE RATE FOR FISCAL YEAR 2026 ESTABLISHING OF A ROLLED-BACK RATE AND SETTING A DATE FOR A PUBLIC HEARING ON THE PROPOSED OPERATING AND DEBT SERVICE MILLAGE RATES**

This resolution meets the requirements of Section 200.065 of the Florida Statutes by establishing and advising the Broward County Property Appraiser (BCPA) of the Fiscal Year 2026 proposed millage, proposed voted debt millage, rolled-back rate, and the date, time, and place of the first public hearing to preliminarily adopt the Fiscal Year 2026 millage rates. The preliminary millage, once

established, will be the rate advertised on the preliminary tax statements (Truth in Millage/TRIM notices) sent to property owners in August.

E. RESOLUTION 2025-097 AUTHORIZING A CONTRACT FOR THE INTERIM FINANCIAL SERVICES CONSULTANT

This resolution authorizes a contract for the Interim Financial Services Consultant.

F. RESOLUTION 2025-098 AUTHORIZING A CONTRACT FOR THE INTERIM HUMAN RESOURCES AND RISK MANAGEMENT DIRECTOR

This resolution authorizes a contract for the Interim Human Resources and Risk Management Director.

G. RESOLUTION 2025-099 RATIFYING THE CITY MANAGER'S FILING OF THE CITY'S FISCAL YEAR 2025, PERIOD 8 (MAY) AND PERIOD 9 (JUNE); 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 May (Period 8) and June (Period 9) 2025 Financial Activity Reports provided by the Financial Services Department.

H. RESOLUTION 2025-100 APPROVING AND AUTHORIZING THE ESTABLISHMENT OF A LIMITED-TIME AMNESTY PROGRAM FOR REDUCTION OF QUALIFYING CODE ENFORCEMENT LIENS

This resolution approves and authorizes a Code Enforcement Lien Amnesty Program to address outstanding code enforcement liens.

I. RESOLUTION 2025-101 APPROVING AND AUTHORIZING THE ESTABLISHMENT OF A COMPREHENSIVE LIEN REDUCTION PROGRAM TO ADDRESS CODE ENFORCEMENT LIENS THROUGH STRUCTURED REVIEW PATHWAYS

This resolution approves and authorizes a Code Enforcement Lien Reduction Program to address code enforcement liens.

J. RESOLUTION 2025-102 APPROVING AND AUTHORIZING THE MAYOR AND DEPUTY CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN CODE ENFORCEMENT LIEN REDUCTION AND SETTLEMENT AGREEMENT BETWEEN THE CITY OF LAUDERDALE LAKES ("CITY") AND MARKETPLACE PLAZA, LLC ("SETTLEMENT AGREEMENT")

This resolution authorizes a Code Enforcement Lien Reduction Agreement for Marketplace Plaza LLC. The intent of the agreement is to promote code compliance by providing financial relief to the property owner, while upholding the integrity and high standards of the City's Code Enforcement Program.

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 Tycie Causwell
Commissioner Easton K. Harrison - Commissioner Karlene Maxwell-Williams - Commissioner Sharon Thomas

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact:

Contract Requirement:

Title

JULY 7, 2025 CITY COMMISSION WORKSHOP MINUTES

Summary

Staff Recommendation

Background:

Funding Source:

Fiscal Impact:

Sponsor Name/Department:

Meeting Date: 7/22/2025

ATTACHMENTS:

Description	Type
□ July 7, 2025 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
July 7, 2025
5:00 PM

1. CALL TO ORDER

Mayor Edwards Phillips called the July 7, 2025, City Commission Workshop to order at 5:00 p.m.

2. ROLL CALL

PRESENT

Mayor Veronica Edwards Phillips
Vice Mayor Tycie Causwell
Commissioner Easton Harrison
Commissioner Sharon Thomas

ABSENT

Commissioner Karlene Maxwell-Williams (appeared virtually)

ALSO PRESENT

Acting City Manager Venice Howard
City Attorney Sidney Calloway
Deputy City Clerk Pav Benasrie-Watson
City Staff

3. DISCUSSION

REVIEW OF THE JULY 8, 2025 CITY COMMISSION MEETING AGENDA

CONSIDERATION OF RESOLUTIONS ON CONSENT AGENDA

Item 9.A. RESOLUTION 2025-082 AUTHORIZING THE EXECUTION OF A STATE HIGHWAY LIGHTING MAINTENANCE AND COMPENSATION AGREEMENT (ASM26) WITH FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT)

Ron Desbrunes, Public Works Director, stated that on May 9, 2003, the City entered into an agreement with the Florida Department of Transportation (FDOT) to maintain all the lighting located on the State Highway System within the city limits specifically, State Road 7 (from Commercial Boulevard to NW 19th Street) and Oakland Park Boulevard (from NW 31st Avenue to the Turnpike). As part of the agreement, FDOT agrees to pay the City for each fiscal year. The lump sum is adjusted every fiscal year to account for cost increase as well as increase in the number of lights. The maintenance of the above-mentioned lights by the City provide more flexibility and quicker response time for repairs. FDOT is in the process of updating its State Highway Lighting Maintenance and Compensation agreements. The updated agreement utilizes a standardized boilerplate in order to promote uniformity in language and compensation terms across the state. Some of the notable changes are the term for this new agreement is seven (7) years. If the city chooses to terminate the agreement, the city shall provide a minimum notice period of two (2)

fiscal years prior to the effective date of termination and the notice shall be endorsed by the elected body under which it operates. The term of the previous agreement was subject to the voluntary negotiation of the amount to be paid. The annual lump sum to be paid to the city under this agreement is \$67,133.12. This amount is subject to change based on a 3% unit rate increase per light per fiscal year.

CONSIDERATION OF RESOLUTIONS ON REGULAR AGENDA

Item 10.A. RESOLUTION 2025-083 AUTHORIZING A CONTRACT AWARD TO GELIN BENEFITS GROUP FOR INSURANCE BROKERAGE SERVICES, PURSUANT TO REQUEST FOR PROPOSALS (RFP) NO. 25-3410-05R

Aazam Piprawala, Procurement Administrator, stated that the City issued Request for Proposals No. 25-3410-05R ("RFP") soliciting qualified firms to provide insurance brokerage services for the purpose of managing the City's employee benefits plan. The solicitation was made available electronically via DemandStar.com from February 28, 2025 through May 2, 2025, reaching 1,132 firms and downloaded by 29 firms. The solicitation was advertised in the Sun Sentinel, a newspaper of general circulation, on March 9, 2025 and March 21, 2025. Upon the closing of the solicitation on May 2, 2025, the City received three (3) responsive proposals from Gelin Benefits Group, LLC, Florida Municipal Insurance Trust (FMIT)/Florida League of Cities, and USI Insurance Services, LLC. Gelin Benefits Group, LLC was the highest scoring proposer and demonstrated superior qualifications, particularly in their approach (123 points) and past performance (83 points), thereby representing the best value to the City. City staff recommends awarding a contract to Gelin Benefits Group, LLC for a two (2) year initial term, with three (3) one-year renewal options, based on satisfactory performance and the needs of the City.

Item 10.B. RESOLUTION 2025-084 IN ACCORDANCE WITH SECTION 82-358(d) OF THE LAUDERDALE LAKES PROCUREMENT CODE, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE, AND THE DEPUTY CITY CLERK TO ATTEST, THAT CERTAIN CONTRACT WITH DELAWARE ELEVATOR, INC., FOR THE MODERNIZATION OF TWO (2) CITY-OWNED HYDRAULIC ELEVATORS, UTILIZING COOPERATIVE PURCHASING UNDER GSA CONTRACT #GS-21F-075AA, IN AN AMOUNT NOT TO EXCEED THREE HUNDRED FIFTY THOUSAND DOLLARS (\$350,000.00), FURTHER AUTHORIZING A 20% CONTINGENCY OF SEVENTY THOUSAND DOLLARS (\$70,000.00), FOR A TOTAL PROJECT AMOUNT NOT TO EXCEED FOUR HUNDRED TWENTY THOUSAND DOLLARS (\$420,000.00)

Mr. Desbrunes stated that the State of Florida Elevator Code requires that all existing elevators built before 2000 must be in compliance with part 3.10.12 of ASME A17.3-2015, Safety Code for Existing Elevators and Escalators by August 1, 2025. This requirement ensures that all elevators have a door-lock monitoring (DLM) system which keeps the elevator locked in place until the doors are completely closed. In order to be compliant, software update and potentially a hardware update need to be completed. The city owns and operates 2 elevators systems: at the City Hall complex (installed in 1977) and another at the Resource Center (installed in 1991). Both elevator systems have surpassed their typical service life, leading to frequent maintenance issue, increased downtime, ADA compliance issue and potential safety risks for staff and the public. All elevators in Florida require a Certificate of Operation. If the existing elevator at City Hall and the Resource Center are not brought into compliance, an annual Certificate of Operation will not be issued after August 1, 2025. Given that the existing elevators are currently being maintained by Delaware Elevator and the fact that their proposed price is all inclusive and potentially does not have any additional cost for the city, staff is requesting approval to utilize this vendor in an amount not to exceed \$350,000 in accordance with the City's Procurement Code, Sec. 82-358 (d), which allows for Cooperative purchasing when deemed to be in the best interests of the city. An additional 20% contingency allowance in the amount of \$70,000 is also requested to address any unforeseen situations that may arise during construction.

Commissioner Thomas requested that the City Commission be notified if the contingency is used.

Mr. Desbrunes stated that the City Commission will be notified.

Mayor Edwards Phillips asked if the City will incur any fines while the work is being completed if the deadline has passed.

John Reed of Delaware Elevator Inc. stated that the City will not incur any fines if the paperwork process has begun. It will take approximately 6 months to process the paperwork and then another 6-7 weeks to work on the elevator.

Item 10.C. RESOLUTION 2025-085 AUTHORIZING THE EXECUTION OF A TASK ORDER TO CRAVEN THOMPSON AND ASSOCIATES, INC., TO PROVIDE PROFESSIONAL SURVEYING AND CIVIL ENGINEERING DESIGN SERVICES TO THE CITY FOR THE BOAT RAMP INSTALLATION PROJECT FOR AN AMOUNT NOT EXCEED ONE HUNDRED FIFTY SIX THOUSAND ONE HUNDRED AND SEVENTY AND NO/100 DOLLARS (\$156,170)

Mr. Desbrunes stated that the City owns and operates 11 miles of canal separated into 5 zones. Maintenance of the city's existing canal system is done by boat and weedoo. A boat ramp provides a safe and structured access for launching and retrieving watercraft from the canal. Currently, the city does not have a functional boat ramp. In order to conduct maintenance, the Public Works department access the canal system through makeshift ramps, existing open land or some accessible banks. Through the budget and capital improvement approval process, the Boat Ramp Installation Project was approved for funding during the fiscal year 2025. The project consists in the design and construction of 6 boat ramps in selected locations throughout the City, specifically, 2 boat ramps in zone 1 (Oakland estates), 1 ramp in Zone 2 (Oriole Estate), 1 ramp in zone 3 (Westgate) and 2 ramps in zone 5 (Eastgate). The City Commission approved the contract award to Craven Thompson and Associates, Inc., per Resolution 2023-059, Contract No. 22-3110-07QCE. The Contractor was pre-qualified to perform civil engineering services. The Consultant, Craven Thomson and Associates, Inc, provided an estimate of \$156,170, which includes the site analysis, topographical surveys of the seven locations, design and specifications, solicitation and bid assistance, post design and post award services, etc. This task order is imperative to facilitate the project as it will establish the plans and specifications needed to complete the project. The anticipated deliverables for this report include surveying and construction plans and specifications for the proposed improvements.

Item 10.D. RESOLUTION 2025-086 AUTHORIZING THE PURCHASE OF THE 14' STEEL FLATBED DUMP TRUCK FROM SBL FREIGHTLINER, LLC, IN ACCORDANCE WITH THE FLORIDA SHERIFF ASSOCIATION COOPERATIVE PROGRAM CONTRACT NO. FSA23-VEH21.1, HEAVY TRUCKS AND BUSES FOR AN AMOUNT NOT TO EXCEED ONE HUNDRED THIRTYEIGHT THOUSAND, EIGHT HUNDRED NINETY DOLLARS (\$138,890)

Mr. Desbrunes stated that the Public Works Department is requesting to replace an existing flatbed truck from the City's Fleet. The flatbed truck is approximately 23 years old and its useful life is expired. Due to its age, it has been difficult to acquire repair parts and is unreliable. The flatbed is a critical piece of equipment as it transports construction materials, oversized items, and allows for easy loading and unloading. The SBL Freightliner, LLC provided an estimate of \$138,890, which includes the conventional chassis, hitch, steel bed, air towing package, backup camera, removable sides and 5-year warranty. Comparison Chart: Proposals were received from Rechtien, Peterbilt and Freightliner to purchase a truck without cooperative prices. Prices provided were in excess of \$30,000.00 more than the cooperative price. Freightliner's cooperative price, which was derived from a competitive process managed by the Broward Sheriff's office, which includes an extended warranty for various components totaled an amount of \$138,890.00. City staff is recommending accepting the proposal prepared by SBL Freightliner, LLC for the purchase of this equipment of \$132,460.00 which includes delivery, air towing package, steel bed and military hitch as well as a 2-yr warranty. City staff is also recommending the 5 year/150k mile additional warranty which will cover engine, transmission and other key components for \$6,430.00.

4. DISCUSSION OF PROPOSED ORDINANCE(S)

5. ADDITIONAL WORKSHOP ITEMS

A. PRESENTATION - INTRODUCTION OF NEW EMPLOYEES (5:30 P.M. TIME CERTAIN)

Tara Williams, Interim Director of Human Resources and Risk Management, introduced the newest City employees.

B. ADVISORY BOARDS' PRESENTATION TO THE CITY COMMISSION (BEAUTIFICATION ADVISORY BOARD, ECONOMIC DEVELOPMENT ADVISORY BOARD, HISTORIC PRESERVATION BOARD AND CIVIL SERVICE BOARD) (6:00 P.M. TIME CERTAIN)

Vice Chair Paula Edwards provided an update on the Beautification Advisory Board.

Commissioner Harrison stated that the board could look into getting artists to paint murals to portray their work in blank spaces throughout the City.

Commissioner Thomas stated that the board could look into grants for beautification projects.

Vice Mayor Causwell stated that she is pleased with the progression of the board.

Mayor Edwards Phillips stated that the board should reach out to the City Commission if they need anything.

Secretary Derica Reed provided an update on the Economic Development Advisory Board.

Commissioner Harrison stated that he is happy about the potential establishment of a Chamber of Commerce.

Vice Chair Nicole Hall provided an update on the Historic Preservation Board.

Vice Mayor Causwell thanked Ms. Hall for her presentation.

Commissioner Thomas stated that she liked the virtual tour of the Sam Brown Room.

Commissioner Harrison asked about the requested money for digitizing the historical artifacts.

Ms. Hall stated that the Public Information Office stated that they can assist with the digitizing project, however, funds are needed for possible equipment.

Aubyn Lewis, Communications and Public Information Manager, provided an explanation on the virtual tour and how it can be enhanced by some additional software and equipment.

Chairperson Nethel Stephens provided an update on the Civil Service Board.

Vice Mayor Causwell stated that she is disappointed that the City does not have a handbook for employees. That will assist employees with grievance policies and other procedures.

Commissioner Harrison and Mayor Edwards Phillips stated they are happy that the Civil Service Board is there to represent the employees.

C. DISCUSSION REGARDING THE STATUS OF THE FISCAL YEAR 2024 YEAR-END FINANCIAL AUDIT (6:30 P.M. TIME CERTAIN)

Mr. Roderick Harvey stated that he has met with the Acting City Manager and the Interim Financial Services Consultant and they were provided a list of documents that he needs to complete the audit. Once he receives the documents, he will be able to provide a draft report and return it to the Financial Services department for their review. He stated that the report should be completed by late July or early August. There was a deadline of June 30, 2025, however, the City will not be penalized for missing the deadline.

Mr. Harvey stated that an external audit is based on the overall finances of the City. Sample testing is based on risk areas and on the largeness of the transaction which will be audited in detail. External auditors do not have the obligation to look for fraud, however, if they feel there is an open area for fraud, errors or irregularities to occur then they will report that to the City Commission. A forensic

audit occurs when one is purposely looking for fraud. This may occur when there are weak internal controls as in collusion.

Mr. Harvey stated that there is an alternative called an agreed upon procedures engagement where city management can look at those areas that are risky over a period of time.

Commissioner Harrison asked if there is a standard as to what fraud is or is it up to one's interpretation to decide what is fraud.

Mr. Harvey stated that Certified Public Accountants (CPA) use Generally Accepted Auditing Standards (GAAS) and they ensure that the cities follow such principles.

Mayor Edwards Phillips asked if a forensic audit is done by a CPA firm or an outside financial agency.

Mr. Harvey stated that forensic audits are done by CPA's or Certified Fraud Examiners.

D. DISCUSSION REGARDING A FORENSIC AUDIT (SPONSORED BY VICE MAYOR CAUSWELL)

Vice Mayor Causwell stated that she is requesting a forensic audit. Staff in the Financial Services department did not have a Director or Assistant Director for a few months and she wants to ensure everything is in order.

Commissioner Harrison stated that he believes everything needs to be transparent and would like an explanation between a forensic audit and the annual financial audit. He would recommend a focused audit.

City Attorney Calloway stated that a forensic audit is requested relative to concern regarding the financial activity of a person, department or agency. The auditors are seeking to investigate potential issues with accuracy and expenses, possible fraudulent activities or any type of misrepresentation.

Commissioner Thomas stated that she would like a focused audit to see where there may be any gaps.

Mayor Edwards Phillips stated that she would be in favor of a focused audit.

E. DISCUSSION REGARDING THE BROWARD SHERIFF'S OFFICE COMPENSATION AND CLASSIFICATION UPDATE

Broward Sheriff's Office (BSO) Colonel Andrew Dunbar presented a compensation and classification study update to the City Commission. Topics covered included market targets, neighboring salaries, overall market results, market results by class, pay plans for years one and two. The salary survey resulted in responses from 17 peers and all responses were adjusted for cost of living differentials. BSO is ranked towards the bottom of the minimum and maximum salaries when compared to several cities in Broward County. BSO has not had a compensation and classification study in decades and this should be done every five years.

Commissioner Thomas asked for an explanation for the minimum, middle and maximum salary range.

Colonel Dunbar stated that officers would come in at the minimum salary and over 15 years would move up to the maximum range. He stated a consideration letter was sent to the City for review.

Acting City Manager Howard stated that a copy of the consideration letter will be provided to the Mayor and Commission's for review and the contract renewal discussion will come back at a future workshop for discussion.

F. DISCUSSION REGARDING APPROVAL OF A PROPOSAL FROM KIMLEY-HORN AND

ASSOCIATES INC., IN THE AMOUNT OF FOUR HUNDRED AND THIRTY SIX THOUSAND, NINE HUNDRED AND FIFTY FOUR DOLLARS AND FORTY NINE CENTS (\$436,954.49) TO PROVIDE PROFESSIONAL ENGINEERING DESIGN SERVICES FOR THE CITYWIDE TRAFFIC CALMING - VARIOUS LOCATIONS PROJECT

Mr. Desbrunes stated that on April 23, 2024, City Commission approved an agreement with the State of Florida Department of Transportation (FDOT) to provide funding in the amount of \$437,143 for the design of Citywide traffic Calming - Various locations project. The project consists in the installation of traffic control devices such as roundabouts, raised intersections, speed humps at the following locations within the city: NW 24th Street (Eastgate) NW 34th Street (Northgate) NW 35th Avenue (Northgate) NW 41st Street (Oakland Estates) NW 33rd Street (Westgate) A Request for Qualification (RFQ24-3110-10Q) was advertised in August 23, , 2024. Four proposals were received and an evaluation committee ranked the proposals based on consultant qualification, experience, results and timeline. After review and processing, the top 3 consultants were Kimley-Horn and Associates, Johnson Mirmiran & Thompson, Craven Thompson and Associates. After receiving concurrence from the Florida Department of Transportation, City staff conducted contract negotiations with the top ranked consultant, Kimley-Horn and Associates, Inc. and agreed on a final cost in the amount of \$436,954.49 to provide professional engineering design services. FDOT provided concurrence with the City's recommendation on July 2, 2025.

Vice Mayor Causwell inquired as to the timeframe for the traffic calming once after the design phase has been completed.

Mr. Desbrunes stated that after the design is complete, then the construction will begin.

Commissioner Harrison asked if members of the community would still go through the petition process if they would like speed bumps in their neighborhood.

Mr. Desbrunes stated that residents would go through the petition process. There are several areas in need of speed bumps and staff is looking into it.

G. DISCUSSION REGARDING APPROVAL OF THE THIRD AMENDMENT TO THE TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY, BROWARD METROPOLITAN PLANNING ORGANIZATION AND MUNICIPALITIES IN BROWARD COUNTY

Mr. Desbrunes stated that on September 11, 2018, City Commission approved Resolution #2018-083 authorizing the execution of an Interlocal Agreement (ILA) with Broward County and the Broward County Metropolitan Planning Organization (MPO) to provide funding for transportation and premium transit projects identified in the MPO's commitment 2045 MTP (Metropolitan Transportation Plan), the 5 year TIP (Transportation Improvement Program) and municipal roadway CIP projects that will improve safety, reduce congestion and advance multimodal mobility options for residents and visitors. On July 9, 2019, the City Commission adopted Resolution No. 2019-072 approving the first Amendment to Transportation System Surtax Interlocal Agreement which removed the responsibility for prioritizing rehabilitation and maintenance projects (R&M) from MPO staff to Broward County. The second Amendment, approved by City Commission on February 9, 2021, through Resolution 2021-019, set the MPO's criteria for evaluation, ranking and recommendation for future capital projects; outline the County's process for evaluation and ranking of R&M projects; and document a process for funding capital projects. Due to delays in reviewing, processing and providing funding for projects, municipalities across the County, through the Broward County City Managers' Association (BCCMA), have expressed concerns regarding the process and requested changes to the County's requirements for municipal surtax-funded projects. The attached third amendment was initiated by BCCMA in coordination with Broward County, Broward Metropolitan Planning Organization and all municipalities.

Mr. Desbrunes further stated that the most notable change to the third amendment includes the following: Address the status of the remaining Cycle 1 Projects and the ability of County to terminate such projects that are not under a Surtax Funding Agreement; Reprioritize the current distribution of Transportation Surtax funding to Municipalities among Community Shuttle, Capital Projects, and

Rehabilitation and Maintenance (R&M) Projects; Provide for a new Formula-based Funding model for R&M Projects and On-Demand Transportation during County Fiscal Years 2026 to 2032, subject to availability of Transportation Surtax funding; Streamline the process by which projects funded by the Transportation Surtax are placed under Surtax Funding Agreements; Redefine the eligibility criteria for certain project elements such as lighting, drainage, decorative elements; Introduction of a Grant Match Program which allowed to seek Transportation Surtax funds for use toward required local match amounts in connection with state or federal grant funding; Redefine Municipal CIP and R&M projects to facilitate eligibility of stand-alone sidewalks, bike paths, and greenways used for transportation.

H. DISCUSSION REGARDING CANCELLING THE AUGUST 11TH AND AUGUST 25TH CITY COMMISSION WORKSHOPS AND THE AUGUST 12TH AND AUGUST 26TH CITY COMMISSION MEETINGS

There was no discussion on this item.

I. DISCUSSION REGARDING A CONTRACT MODIFICATION FOR CITYWIDE TOWING

Mr. Piprawala stated that the vendor proposed a donation to the City from Westway Towing, Inc., who was recently awarded a contract by the city. The vendor is local to the City of Lauderdale Lakes and indicated their willingness to contribute to the further development of the city. The vendor has committed to contribute a minimum of \$10,000.00 per fiscal year as a contribution to ongoing city events. The vendor has provided so far, a \$10,000.00 donation to the city for the recently held Caribbean-American festival held on June 26, 2025. Moving forward, it was recommended that \$5,000.00 be donated to the City's Veteran's Day event as well as \$5,000.00 towards the City's Breast Cancer event. Westway Towing, Inc. commits to supporting the City's initiatives and further development.

City Attorney Calloway stated that a resolution can be drafted to acknowledge the voluntarily contribution of funds from the vendor for City events.

The City Commission stated that they will decide how the funds will be split for the Breast Cancer events. They thanked Westway Towing for their dedication and giveback to the City.

J. DISCUSSION REGARDING THE PROCESS AND PROCEDURE FOR HIRING A NEW CITY MANAGER (SPONSORED BY MAYOR EDWARDS PHILLIPS)

Mr. Piprawala stated that eleven responses were received and a list of vendors who quoted on Demandstar were posted. After a thorough evaluation, a shortlist will be posted. Bids received were between \$10,000 to \$40,000 and the City is looking for the most responsive and responsible vendor.

K. DISCUSSION REGARDING HOSTING FLORIDA LICENSING ON WHEELS (FLOW) EVENT AS A COMMISSIONER INITIATIVE (SPONSORED BY COMMISSIONER MAXWELL-WILLIAMS)

Commissioner Maxwell-Williams stated that the FLOW event will be hosted by the Florida Department of Highway Safety and Motor Vehicles through a mobile unit where the community can get their driver's license and license plates renewed along with another services. The schedule has not been set as yet.

L. DISCUSSION REGARDING A CONTRACT FOR INTERIM FINANCIAL SERVICES DIRECTOR

Acting City Manager Howard stated that Susan Gooding-Liburd is currently working as a consultant in the Financial Services Department. She was once the Director of Financial Services and is very familiar with the City. A resolution with a contract will be brought before the City Commission for consideration at the next meeting so Ms. Gooding-Liburd can continue to provide services to the City.

Vice Mayor Causwell stated that she is very happy that Ms. Gooding-Liburd is available to assist.

Commissioner Harrison stated that he is pleased that Ms. Gooding-Liburd is here to assist.

Commissioner Maxwell-Williams stated she is pleased that Ms. Gooding-Liburd is here to provide leadership.

M. DISCUSSION REGARDING A CONTRACT FOR INTERIM HUMAN RESOURCES AND RISK MANAGEMENT DIRECTOR

Ms. Howard stated that Tara Williams is currently working as the Interim Human Resources and Risk Management Director. A resolution with a contract will be brought before the City Commission for consideration at the next meeting so Ms. Williams can continue to provide services to the City.

6. REPORTS

A. PETITIONS FROM THE PUBLIC

7. ADJOURNMENT

Being that there was no other business to come before the City Commission, the workshop adjourned at 8:20 p.m.

VERONICA EDWARDS PHILLIPS, MAYOR

ATTEST:

PAV BENASRIE-WATSON, CMC, DEPUTY CITY CLERK

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact:

Contract Requirement:

Title

JULY 8, 2025 CITY COMMISSION MEETING MINUTES
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Summary

Staff Recommendation

Background:

Funding Source:

Fiscal Impact:

Sponsor Name/Department:

Meeting Date: 7/22/2025

ATTACHMENTS:

Description

Type

☐ July 8, 2025 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
July 8, 2025
7:00 PM

1. CALL TO ORDER

Mayor Edwards Phillips called the July 8, 2025, City Commission Meeting to order at 7:00 p.m.

2. ROLL CALL

PRESENT

Mayor Veronica Edwards Phillips
Vice Mayor Tycie Causwell
Commissioner Easton Harrison
Commissioner Sharon Thomas

ABSENT

Commissioner Karlene Maxwell-Williams

ALSO PRESENT

Acting City Manager Venice Howard
City Attorney Sidney Calloway
Deputy City Clerk Pav Benasrie-Watson
City Staff

3. INVOCATION AND PLEDGE OF ALLEGIANCE

Invocation provided by Rabbi Yeuda Stell of the Jewish Center of Lauderdale Lakes.

The Pledge of Allegiance was recited.

4. PROCLAMATIONS/PRESENTATIONS

A. PRESENTATION OF A CHECK IN THE AMOUNT OF \$314,830 FROM THE PENNY SURPLUS TAX FROM BROWARD COUNTY TO THE CITY OF LAUDERDALE LAKES (SPONSORED BY VICE MAYOR CAUSWELL)

Vice Mayor Causwell presented a prop check to the City of Lauderdale Lakes in the amount of \$314,830 from the Broward County. The funds will be available to the City in FY 2026.

B. PRESENTATION - LEGISLATIVE UPDATE BY THE CITY'S LOBBYISTS YOLANDA CASH JACKSON, LATOYA SHEALS AND JILEAH WILDER OF BECKER & POLIAKOFF

City's lobbyists Yolanda Cash-Jackson, Latoya Sheals and Jileah Wilder of Becker and Poliakoff provided an update of the recent legislative session.

Charles Horowitz from State Representative Darryl Campbell's Office provided an update on the

House Bills.

Brian Seavitt from State Representative Mitch Rosenwald's Office provided an update on the House Bills.

5. APPROVAL OF MINUTES FROM PREVIOUS MEETING

A. JUNE 23, 2025 CITY COMMISSION WORKSHOP MINUTES

B. JUNE 24, 2025 CITY COMMISSION MEETING MINUTES

Vice Mayor Causwell made a motion to approve the minutes from the June 23, 2025 City Commission Workshop and June 24, 2025 City Commission Meeting.

Mayor Edwards Phillips requested a roll call:

FOR: Mayor Edwards Phillips, Vice Mayor Causwell, Commissioner Harrison, Commissioner Thomas

Motion passed: 4-0

6. PETITIONS FROM THE PUBLIC

There were no petitions from the public.

7. CONSIDERATION OF ORDINANCES ON SECOND READING

8. CONSIDERATION OF ORDINANCES ON FIRST READING

9. CONSIDERATION OF RESOLUTIONS ON CONSENT AGENDA

A. RESOLUTION 2025-082 AUTHORIZING THE EXECUTION OF A STATE HIGHWAY LIGHTING MAINTENANCE AND COMPENSATION AGREEMENT (ASM26) WITH FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT)

This resolution authorizes the appropriate staff to execute a State Highway Lighting Maintenance and Compensation Agreement with Florida Department of Transportation (FDOT).

City Attorney Calloway read Resolution 2025-082 by title:

RESOLUTION 2025-082

A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA; AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE THAT CERTAIN STATE HIGHWAY LIGHTING MAINTENANCE AND COMPENSATION AGREEMENT ("ASM26") BY AND BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ("FDOT") AND THE CITY OF LAUDERDALE LAKES; A COPY OF ASM26 IS ATTACHED HERETO AS EXHIBIT A; A COPY OF THE 2003 ORIGINAL EXECUTED AGREEMENT IS ATTACHED HERETO AS EXHIBIT B; COPIES OF WHICH ARE AVAILABLE IN THE OFFICE OF THE CITY CLERK FOR INSPECTION; PROVIDING FOR THE ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE DEPUTY CITY CLERK; PROVIDING AN EFFECTIVE DATE.

Commissioner Thomas made a motion to approve Resolution 2025-082.

FOR: Mayor Edwards Phillips, Vice Mayor Causwell, Commissioner Harrison, Commissioner Thomas

Motion passed: 4-0

10. CONSIDERATION OF RESOLUTIONS ON REGULAR AGENDA

A. RESOLUTION 2025-083 AUTHORIZING A CONTRACT AWARD TO GELIN BENEFITS GROUP FOR INSURANCE BROKERAGE SERVICES, PURSUANT TO REQUEST FOR PROPOSALS (RFP) NO. 25-3410-05R

This resolution authorizes and approves a contract award to Gelin Benefits Group, LLC for Insurance Brokerage Services.

City Attorney Calloway read Resolution 2025-083 by title:

RESOLUTION 2025-083

A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA; AUTHORIZING AND APPROVING CONTRACT AWARD TO GELIN BENEFITS GROUP, LLC FOR INSURANCE BROKERAGE SERVICES, PURSUANT TO REQUEST FOR PROPOSALS (RFP) NO. 25-3410-05R; PROVIDING FOR AN INITIAL TERM OF TWO (2) YEARS WITH THREE (3) ONE-YEAR RENEWAL OPTIONS; A COPY OF THE CITY'S AWARD RECOMMENDATION SUMMARY IS ATTACHED HERETO AS **EXHIBIT A**; A COPY OF GELIN BENEFITS GROUP, LLC'S PROPOSAL IS ATTACHED HERETO AS **EXHIBIT B**; A COPY OF THE BID TABULATION FOR RFP NO. 25-3410-05R IS ATTACHED HERETO AS **EXHIBIT C**; AND A COPY OF THE EVALUATION COMMITTEE SCORING IS ATTACHED HERETO AS **EXHIBIT D**; COPIES OF WHICH ARE AVAILABLE IN THE OFFICE OF THE CITY CLERK FOR INSPECTION; PROVIDING FOR THE ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE DEPUTY CITY CLERK; PROVIDING AN EFFECTIVE DATE.

Commissioner Harrison made a motion to move Resolution 2025-083 to the floor for discussion.

FOR: Mayor Edwards Phillips, Vice Mayor Causwell, Commissioner Harrison, Commissioner Thomas

Motion passed: 4-0

Aazam Piprawala, Procurement Administrator, stated that The City of Lauderdale Lakes issued Request for Proposals No. 25-3410-05R ("RFP") soliciting qualified firms to provide insurance brokerage services for the purpose of managing the City's employee benefits plan. The solicitation was made available electronically via DemandStar.com from February 28, 2025 through May 2, 2025, reaching 1,132 firms and downloaded by 29 firms. Gelin Benefits Group, LLC was the highest scoring proposer and demonstrated superior qualifications, particularly in their approach (123 points) and past performance (83 points), thereby representing the best value to the City. City staff recommends awarding a contract to Gelin Benefits Group, LLC for a two (2) year initial term, with three (3) one-year renewal options, based on satisfactory performance and the needs of the City.

Shaheewa Jarrett of Gelin Benefits Group spoke on the brokerage services that is provided to the City.

Commissioner Harrison made a motion to approve Resolution 2025-083.

FOR: Mayor Edwards Phillips, Vice Mayor Causwell, Commissioner Harrison, Commissioner Thomas

Motion passed: 4-0

B. RESOLUTION 2025-084 IN ACCORDANCE WITH SECTION 82-358(d) OF THE LAUDERDALE LAKES PROCUREMENT CODE, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE, AND THE DEPUTY CITY CLERK TO ATTEST, THAT CERTAIN CONTRACT WITH DELAWARE ELEVATOR, INC., FOR THE MODERNIZATION OF TWO (2) CITY-OWNED HYDRAULIC ELEVATORS, UTILIZING COOPERATIVE PURCHASING UNDER GSA CONTRACT #GS-21F-075AA, IN AN AMOUNT NOT TO EXCEED THREE

HUNDRED FIFTY THOUSAND DOLLARS (\$350,000.00), FURTHER AUTHORIZING A 20% CONTINGENCY OF SEVENTY THOUSAND DOLLARS (\$70,000.00), FOR A TOTAL PROJECT AMOUNT NOT TO EXCEED FOUR HUNDRED TWENTY THOUSAND DOLLARS (\$420,000.00)

This resolution authorizes a cooperative contract award to Delaware Elevator Inc., for elevator modernization services in an amount not to exceed \$420,000.00.

City Attorney Calloway read Resolution 2025-084 by title:

RESOLUTION 2025-084

A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA; IN ACCORDANCE WITH SECTION 82-358(d) OF THE LAUDERDALE LAKES PROCUREMENT CODE, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE, AND THE DEPUTY CITY CLERK TO ATTEST, THAT CERTAIN CONTRACT WITH DELAWARE ELEVATOR, INC., FOR THE MODERNIZATION OF TWO (2) CITY-OWNED HYDRAULIC ELEVATORS, UTILIZING COOPERATIVE PURCHASING UNDER GSA CONTRACT #GS-21F-075AA, IN AN AMOUNT NOT TO EXCEED THREE HUNDRED FIFTY THOUSAND DOLLARS (\$350,000.00), FURTHER AUTHORIZING A 20% CONTINGENCY OF SEVENTY THOUSAND DOLLARS (\$70,000.00), FOR A TOTAL PROJECT AMOUNT NOT TO EXCEED FOUR HUNDRED TWENTY THOUSAND DOLLARS (\$420,000.00); A DRAFT COPY OF SAID CONTRACT IS ATTACHED HERETO AS **EXHIBIT A**; A COPY OF THE ELEVATOR MODERNIZATION PROPOSAL/BUDGET IS ATTACHED HERETO AS **EXHIBIT B**; COPIES OF WHICH ARE AVAILABLE IN THE OFFICE OF THE CITY CLERK FOR INSPECTION; PROVIDING FOR THE ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE DEPUTY CITY CLERK; PROVIDING AN EFFECTIVE DATE.

Vice Mayor Causwell made a motion to move Resolution 2025-084 to the floor for discussion.

FOR: Mayor Edwards Phillips, Vice Mayor Causwell, Commissioner Harrison, Commissioner Thomas

Motion passed: 4-0

Ron Desbrunes, Public Works Director, stated that the State of Florida Elevator Code requires that all existing elevators built before 2000 must be in compliance with part 3.10.12 of ASME A17.3-2015, Safety Code for Existing Elevators and Escalators by August 1, 2025. This requirement ensures that all elevators have a door-lock monitoring (DLM) system which keeps the elevator locked in place until the doors are completely closed. In order to be compliant, software update and potentially a hardware update need to be completed. The city owns and operates 2 elevators system: one at the City Hall complex (installed in 1977) and another at the Resource Center (installed in 1991). Both elevator systems have surpassed their typical service life, leading to frequent maintenance issue, increased downtime, ADA compliance issue and potential safety risks for staff and the public. All elevators in Florida require a Certificate of Operation. If the existing elevator at City Hall and the Resource Center are not brought into compliance, an annual Certificate of Operation will not be issued after August 1, 2025. Given that the existing elevators are currently being maintained by Delaware Elevator and the fact that their proposed price is all inclusive and potentially does not have any additional cost for the city, staff is requesting approval to utilize this vendor in an amount not to exceed \$350,000. Delaware Elevator Inc. will provide a one (1) year warranty on all material installed under this contract. Defective material will be repaired or replaced at no extra charge to the owner.

Commissioner Thomas made a motion to approve Resolution 2025-084.

FOR: Mayor Edwards Phillips, Vice Mayor Causwell, Commissioner Harrison, Commissioner Thomas

Motion passed: 4-0

C. RESOLUTION 2025-085 AUTHORIZING THE EXECUTION OF A TASK ORDER TO CRAVEN

THOMPSON AND ASSOCIATES, INC., TO PROVIDE PROFESSIONAL SURVEYING AND CIVIL ENGINEERING DESIGN SERVICES TO THE CITY FOR THE BOAT RAMP INSTALLATION PROJECT FOR AN AMOUNT NOT EXCEED ONE HUNDRED FIFTY SIX THOUSAND ONE HUNDRED AND SEVENTY AND NO/100 DOLLARS (\$156,170)

This resolution authorizes a task order to Craven Thompson and Associates, Inc., to provide surveying and civil engineering design services for the Boat Ramp Installation project in an amount not to exceed \$156,170.

City Attorney Calloway read Resolution 2025-085 by title:

RESOLUTION 2025-085

A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA; AUTHORIZING AND APPROVING THE MAYOR AND DEPUTY CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN TASK ORDER BETWEEN THE CITY OF LAUDERDALE LAKES ("CITY") AND CRAVEN THOMPSON AND ASSOCIATES, INC., TO PROVIDE PROFESSIONAL SURVEYING AND CIVIL ENGINEERING DESIGN SERVICES RELATED TO THE CITY'S BOAT RAMP INSTALLATION PROJECT FOR AN AMOUNT NOT EXCEED ONE HUNDRED FIFTY-SIX THOUSAND ONE HUNDRED SEVENTY AND NO/100 DOLLARS (\$156,170.00); A COPY OF SAID TASK ORDER IS ATTACHED HERETO AS **EXHIBIT A**; A COPY OF THE LOCATION MAP OF THE BOAT RAMPS IS ATTACHED HERETO AS **EXHIBIT B**; COPIES OF WHICH ARE AVAILABLE IN THE OFFICE OF THE CITY CLERK FOR INSPECTION; PROVIDING FOR THE ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE DEPUTY CITY CLERK; PROVIDING AN EFFECTIVE DATE.

Commissioner Thomas made a motion to move Resolution 2025-085 to the floor for discussion.

FOR: Mayor Edwards Phillips, Vice Mayor Causwell, Commissioner Harrison, Commissioner Thomas

Motion passed: 4-0

Mr. Desbrunes stated that the City owns and operates 11 miles of canal separated into 5 zones. Maintenance of the city's existing canal system is done by boat and weedoo. A boat ramp provides a safe and structured access for launching and retrieving watercraft from the canal. Currently, the city does not have a functional boat ramp. In order to conduct maintenance, the Public Works department access the canal system through makeshift ramps, existing open land or some accessible banks. Through the budget and capital improvement approval process, the Boat Ramp Installation Project was approved for funding during the fiscal year 2025. The project consists in the design and construction of 6 boat ramps in selected locations throughout the City, specifically, 2 boat ramps in zone 1 (Oakland estates), 1 ramp in Zone 2 (Oriole Estate), 1 ramp in zone 3 (Westgate) and 2 ramps in zone 5 (Eastgate). The City Commission approved the contract award to Craven Thompson and Associates, Inc., per Resolution 2023-059, Contract No. 22-3110-07QCE. The Contractor was pre-qualified to perform civil engineering services. The Consultant, Craven Thomson and Associates, Inc, provided an estimate of \$156,170, which includes the site analysis, topographical surveys of the seven locations, design and specifications, solicitation and bid assistance, post design and post award services, etc. This task order is imperative to facilitate the project as it will establish the plans and specifications needed to complete the project. The anticipated deliverables for this report include surveying and construction plans and specifications for the proposed improvements.

Vice Mayor Causwell made a motion to approve Resolution 2025-085.

FOR: Mayor Edwards Phillips, Vice Mayor Causwell, Commissioner Harrison, Commissioner Thomas

Motion passed: 4-0

D. RESOLUTION 2025-086 AUTHORIZING THE PURCHASE OF THE 14' STEEL FLATBED DUMP TRUCK FROM SBL FREIGHTLINER, LLC, IN ACCORDANCE WITH THE FLORIDA SHERIFF ASSOCIATION COOPERATIVE PROGRAM CONTRACT NO. FSA23-VEH21.1, HEAVY TRUCKS AND BUSES FOR AN AMOUNT NOT TO EXCEED ONE HUNDRED THIRTY-EIGHT THOUSAND, EIGHT HUNDRED NINETY DOLLARS (\$138,890)

This resolution authorizes the purchase of a replacement 14' Steel Flatbed Dump Truck from SBL Freightliner, LLC. for an amount not to exceed \$138,890.

City Attorney Calloway read Resolution 2025-086 by title:

RESOLUTION 2025-086

A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA; PURSUANT TO SECTION 82-358(D) OF THE LAUDERDALE LAKES PROCUREMENT CODE, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE, RESPECTIVELY, THAT CERTAIN PURCHASE ORDER FOR THE PURCHASE OF ONE (1) 14-FOOT STEEL FLATBED DUMP TRUCK FROM SBL FREIGHTLINER, LLC, IN ACCORDANCE WITH FLORIDA SHERIFFS ASSOCIATION COOPERATIVE CONTRACT NO. FSA23-VEH21.1 – HEAVY TRUCKS AND BUSES, IN AN AMOUNT NOT TO EXCEED ONE HUNDRED THIRTY-EIGHT THOUSAND, EIGHT HUNDRED NINETY DOLLARS AND NO/100 (\$138,890.00); A COPY OF THE FSA COOPERATIVE CONTRACT IS ATTACHED HERETO AS **EXHIBIT A**; A COPY OF THE CITY'S UPDATED QUOTE IS ATTACHED HERETO AS **EXHIBIT B**; COPIES OF WHICH ARE AVAILABLE IN THE OFFICE OF THE CITY CLERK FOR INSPECTION; PROVIDING FOR THE ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE DEPUTY CITY CLERK; PROVIDING AN EFFECTIVE DATE.

Commissioner Harrison made a motion to move Resolution 2025-086 to the floor for discussion.

FOR: Mayor Edwards Phillips, Vice Mayor Causwell, Commissioner Harrison, Commissioner Thomas

Motion passed: 4-0

Mr. Desbrunes stated that the Public Works Department is requesting to replace an existing flatbed truck from the City's Fleet. The flatbed truck is approximately 23 years old and its useful life is expired. Due to its age, it has been difficult to acquire repair parts and is unreliable. The flatbed is a critical piece of equipment as it transports construction materials, oversized items, and allows for easy loading and unloading. The SBL Freightliner, LLC provided an estimate of \$138,890, which includes the conventional chassis, hitch, steel bed, air towing package, backup camera, removable sides and 5-year warranty. Proposals were received from Rechtien, Peterbilt and Freightliner to purchase a truck without cooperative prices. Prices provided were in excess of \$30,000.00 more than the cooperative price. Freightliner's cooperative price, which was derived from a competitive process managed by the Broward Sheriff's Office, which includes an extended warranty for various components totaled an amount of \$138,890.00.

Commissioner Thomas made a motion to approve Resolution 2025-086.

FOR: Mayor Edwards Phillips, Vice Mayor Causwell, Commissioner Harrison, Commissioner Thomas

Motion passed: 4-0

11. CORRESPONDENCE

12. REPORT OF THE MAYOR

Mayor Edwards Phillips congratulated all of the schools in Lauderdale Lakes for being A/B schools. She spoke of the next upcoming Moments with the Mayor and State of the City events. She spoke of the Condo Mortgage Assistance program applications available at the Development Services department.

13. REPORT OF THE VICE MAYOR

Vice Mayor Causwell thanked everyone for attending and watching the City Commission meeting. She stated she was very happy about the schools in Lauderdale Lakes receiving A/B school grades. She thanked Acting City Manager Howard and the team for the wonderful Caribbean-American Unity Fest event.

14. REMARKS OF THE COMMISSIONERS

Commissioner Harrison thanked everyone for attending and watching the City Commission meeting. He was very happy about the A/B grades that the schools in Lauderdale Lakes received. He thanked everyone for attending the Men's Health Expo event and thanked Acting City Manager Howard and the team for the wonderful Caribbean-American Unity Fest event. He spoke of the upcoming Chess Challenge, Swim with your Commissioner event and spoke of a near drowning of a child in the City.

Commissioner Thomas thanked everyone for attending and watching the City Commission meeting. She thanked the lobbyists for the legislative updates and sent prayers to the flood victims in Texas. She spoke of the importance of learning how to swim.

15. REPORT OF THE CITY MANAGER

Acting City Manager Howard spoke of the upcoming events in the City.

16. REPORT OF THE CITY ATTORNEY

City Attorney Calloway stated that the City is now the owner of the Oakland Villas property.

17. ADJOURNMENT

Being that there was no other business to come before the City Commission, the meeting adjourned at 8:50 p.m.

VERONICA EDWARDS PHILLIPS, MAYOR

ATTEST:

PAV BENASRIE-WATSON, CMC, DEPUTY CITY CLERK

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: Yes

Contract Requirement: Yes

Title
RESOLUTION 2025-087 AWARDING AND AUTHORIZING THE MAYOR AND THE DEPUTY CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN CONTRACT NO. 25-3110-13R TO KIMLEY-HORN AND ASSOCIATES, INC., TO PROVIDE PROFESSIONAL ENGINEERING DESIGN SERVICES FOR THE CITYWIDE TRAFFIC CALMING PROJECT IN VARIOUS LOCATIONS WITHIN THE CITY OF LAUDERDALE LAKES IN THE AMOUNT NOT TO EXCEED FOUR HUNDRED THIRTY-SIX THOUSAND NINE HUNDRED FIFTY-FOUR DOLLARS AND 49/100 (\$436,954.49)

Summary
This resolution awards and authorizes the Mayor and the Acting City Manager to execute a contract agreement with Kimley-Horn and Associates Inc., in the amount of \$436,954.49 to provide professional engineering design services for the Citywide Traffic Calming - Various locations project.

Staff Recommendation

Background:

On April 23rd, 2024, City Commission approved an agreement (Resolution #2024-033) with the State of Florida Department of Transportation to provide funding in the amount of \$437,143 for the design of Citywide traffic Calming - Various locations project.

The project consists of the installation of traffic control devices such as roundabouts, raised intersections, speed humps at the following locations within the city:

NW 24th Street (Eastgate)

NW 34th Street (Northgate)

NW 35th Avenue (Northgate)

NW 41st Street (Oakland Estates)

NW 33rd Street (Westgate)

A Request for Qualification (RFQ24-3110-10Q) was advertised on August 23rd, 2024. Four (4) proposals were received. An evaluation Committee ranked the proposals based on consultant qualification, experience, results and timeline. After review and processing, the top 3 consultants were Kimley-Horn and Associates, Johnson Mirmiran & Thompson, Craven Thompson and Associates. After receiving concurrence from the Florida Department of Transportation (FDOT), Procurement Services conducted contract negotiations with the top ranked consultant, Kimley-Horn and Associates, Inc. and agreed on a final cost in the amount of \$436,954.49 to provide professional engineering design services. FDOT provided concurrence with the City's recommendation on July 2nd, 2025.

Staff recommends that the City Commission approves the resolution.

Funding Source:

This project is funded by the State of Florida Department of Transportation.

Fiscal Impact:

This project is included in the FY2025 approved budget.

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

Meeting Date: 7/22/2025

ATTACHMENTS:

Description		Type
	Resolution 2025-087 Contract Award to Kimley-Horn for Citywide Traffic Calming Project	Resolution
	Exhibit A - Contract for Professional Services (KHA)	Exhibit
	Location Map	Backup Material

RESOLUTION 2025-087

A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA; AWARDING AND AUTHORIZING THE MAYOR AND THE DEPUTY CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN CONTRACT NO. 25-3110-13R TO KIMLEY-HORN AND ASSOCIATES, INC., TO PROVIDE PROFESSIONAL ENGINEERING DESIGN SERVICES FOR THE CITYWIDE TRAFFIC CALMING PROJECT IN VARIOUS LOCATIONS WITHIN THE CITY OF LAUDERDALE LAKES IN THE AMOUNT NOT TO EXCEED FOUR HUNDRED THIRTY-SIX THOUSAND NINE HUNDRED FIFTY-FOUR DOLLARS AND 49/100 (\$436,954.49); A COPY SAID CONTRACT AWARD IS ATTACHED HERETO AS **EXHIBIT A**; A COPY OF WHICH MAY BE INSPECTED IN THE OFFICE OF THE CITY CLERK; PROVIDING FOR THE ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE DEPUTY CITY CLERK; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on April 23, 2024, the City Commission adopted Resolution No. 2024-033, approving an agreement with the State of Florida Department of Transportation (FDOT) to provide funding in the amount of Four Hundred Thirty-Seven Thousand One Hundred Forty-Three Dollars and No/100 (\$437,143.00) for the design of the Citywide Traffic Calming – Various Locations Project;

WHEREAS, the project consists of the installation of traffic control devices, including roundabouts, raised intersections, and speed humps, at the following locations:

- NW 24th Street (Eastgate)
- NW 34th Street (Northgate)
- NW 35th Avenue (Northgate)
- NW 41st Street (Oakland Estates)
- NW 33rd Street (Westgate);

1 WHEREAS, the City issued a Request for Qualifications (RFQ24-3110-10Q) on August 23,
2 2024, to obtain professional engineering design services for the project, and received four (4)
3 proposals in response;

4 WHEREAS, an Evaluation Committee after reviewing and ranking the proposals based on
5 the respective proposer's qualifications, experience, results, and proposed timeline, selected
6 Kimley-Horn and Associates, Inc., as the top-ranked firm;

7 WHEREAS, after receiving concurrence from FDOT, the City's Procurement Services
8 conducted contract negotiations with Kimley-Horn and Associates, Inc. and agreed upon a final
9 cost of Four Hundred Thirty-Six Thousand Nine Hundred Fifty-Four Dollars and 49/100
10 (\$436,954.49);

11 WHEREAS, FDOT provided written concurrence with the City's recommendation on July
12 2, 2025; and

13 WHEREAS, this project is included in the approved Fiscal Year 2025 budget and will be
14 fully funded by FDOT.

15 NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF
16 LAUDERDALE LAKES AS FOLLOWS:

17 SECTION 1. ADOPTION OF RECITALS: The foregoing RECITALS are hereby ratified and
18 confirmed as being true, and the same are hereby made a part of this Resolution.

19 SECTION 2. AUTHORITY: The City Commission hereby authorizes the approval of that
20 certain contract No. 25-3110-13R to Kimley-Horn & Associates, Inc. to provide citywide traffic
21 calming for various locations in an amount of Four Hundred Thirty-Six Thousand Nine Hundred

Fifty-Four Dollars and 49/100 (\$436,954.49), in substantially the form as attached hereto as **Exhibit A**, and incorporated herein by reference.

SECTION 3. INSTRUCTIONS TO THE DEPUTY CITY CLERK: The Deputy City Clerk, through the Acting City Manager, is hereby authorized to obtain three (3) executed copies of the Agreement with one (1) copy of the Agreement to be directed to Kimley-Horn & Associates; with one (1) copy to be maintained by the City; and with one (1) copy directed to the Office of the City Attorney.

[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 JULY 22, 2025.

VERONICA EDWARDS PHILLIPS, MAYOR

ATTEST:

PAVITRI BENASRIE-WATSON, CMC, DEPUTY 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., Public Works Director

VOTE:

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



CITY OF LAUDERDALE LAKES
4300 N.W. 36TH STREET
LAUDERDALE LAKES, FLORIDA, 33319-5599
TEL (954) 535-2700
www.lauderdalelakes.org

CONTRACT # 25-3110-13R **SERVICES AGREEMENT**

This Contract is made as of the ___ day of _____, 2025 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, a corporation authorized to do business in the State of Florida, ("CONTRACTOR"), whose Federal I.D. Number is _____.

WHEREAS, the City of Lauderdale Lakes solicited proposals from qualified firms to administer the City's Minor Home Repair Program and;

WHEREAS, at its meeting of _____, 2025, by Resolution #2025-_____, the CITY Commission authorized the proper CITY officials to execute this Contract hereinafter referred to as "Contract #25-3110-13R and;

WHEREAS, the CONTRACTOR is willing and able to perform the work of the Lauderdale Lakes Community Redevelopment Agency Architectural design Standards Manual for the compensation and on the terms, conditions and specifications 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 CONTRACTOR'S responsibility under this Contract is to develop an architectural design standards manual as more specifically set in the Scope of Services detailed in Exhibit "A" attached hereto and made part hereof.

The CITY's Representative/Liaison during the performance of this Contract shall be Ronald Desbrunes, P.E. telephone (954) 535-2778 .

ARTICLE 2 - TERM

The Community Redevelopment Agency anticipates awarding a contract for the period through the completion and acceptance of the design manual per the timeline as submitted by the Successful Proposer.

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 this 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.

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 CONTRACTOR in writing of such extensions. Additional extensions over the first ninety (90) day extension may occur, if the CITY and the CONTRACTOR are in mutual agreement of such extensions.

ARTICLE 3 - PAYMENTS TO CONTRACTOR

- A. The total amount to be paid by the CITY under this Contract for all services and materials shall be priced using the pricing structure according to Attachment "C", Cost Schedule. Such payment shall be made within thirty (30) days from the last day of each respective month in which CONTRACTOR has performed the Services and issued an invoice to the CITY's Accounts Payable Department.
- B. CONTRACTOR, as appropriate, shall invoice the CITY for the work performed under this Contract. Invoices received from the CONTRACTOR 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 CONTRACTOR of the dispute within fifteen (15) days of the CITY's receipt of the invoice. The CITY shall pay the CONTRACTOR 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 CONTRACTOR as to the disputed portions of the invoice.
- C. Payments under this program are grant funded and can only be reimbursed to the City after a client or project is completed. In the event, a client does not complete the program, Contractor will be paid on an agreed upon amount prorated based upon the number of hours performed for the client and hourly rate of the designated management personnel.
- D. Final Invoice: In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR'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 waived by the CONTRACTOR.

Approval by the CITY shall not constitute nor be deemed a release of the responsibility and liability of the CONTRACTOR, his employees, sub-contractors, agents and Contractors for the accuracy and competency of their designs, working drawings, and specifications or other documents and works; nor shall such approval be deemed to be an assumption of such responsibility by the CITY for a defect or omission in designs, working drawings, and specifications or other documents prepared by the CONTRACTOR, his employees, sub-contractors, agents and Contractors.

- E. Appropriations: Payment under this Contract is subject to annual appropriations of the governing body. The CITY will immediately notify the CONTRACTOR to stop work if funds are not appropriated and will pay CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR 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 CONTRACTOR. 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 CONTRACTOR. Unless the CONTRACTOR is in breach of this Contract, the CONTRACTOR shall be paid for services rendered to the CITY's satisfaction through the date of termination. In the event the CITY elects to terminate this Contract without cause, however, the CITY shall pay the CONTRACTOR a termination fee of One Hundred Dollars (\$100) upon compliance with A through D of this Article 5. After receipt of a Termination Notice and except as otherwise directed by the CITY, the CONTRACTOR 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.

ARTICLE 6 - PERSONNEL

The CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR's key personnel, as may be listed in Exhibit "B", 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 CONTRACTOR 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 sub-Contractor or to reject the selection of a particular sub-Contractor and to inspect all facilities of any sub-Contractors in order to make a determination as to the capability of the sub-Contractor to perform properly under this Contract. The CONTRACTOR is encouraged to seek local vendors for participation in subcontracting opportunities. If the CONTRACTOR uses any sub-Contractors on this project the following provisions of this Article shall apply:

If a sub-Contractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the sub-Contractor to complete the work in a timely fashion, the CONTRACTOR shall promptly do

so, subject to acceptance of the new sub-Contractor by the CITY. The substitution of a sub-Contractor 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 CONTRACTOR, its sub-Contractors, agents, servants, or employees agree to be bound by the Terms and Conditions of this Contract and its agreement with the sub-Contractor for work to be performed for the CITY the CONTRACTOR 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 CONTRACTOR. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the CITY, nor is the CONTRACTOR authorized to use the CITY's Tax Exemption Number in securing such materials.

The CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR shall furnish Certificates of Insurance to the CITY's Representative prior to the commencement of operations. The Certificates shall clearly indicate that the CONTRACTOR 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 CONTRACTOR of its liability and obligations under this Contract.
- C. The CONTRACTOR shall maintain, during the life of this Contract, Comprehensive General Liability Insurance in the amount of \$1,000,000 per occurrence to protect the CONTRACTOR 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 CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.
- D. The CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.
- E. The CONTRACTOR 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.
- F. It shall be the responsibility of the CONTRACTOR to insure that all sub-Contractors comply with the same insurance requirements referenced above.

- G. Compliance with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligation under this section or under any other section if this Section or under any other section of the Contract.
- H. CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR.
- I. In the judgment of the CITY, prevailing conditions warrant the provision by CONTRACTOR of additional liability insurance coverage or coverage which is different in kind, the CITY reserves the right to require the provision by CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR, said termination taking effect on the date that the required change in policy coverage would otherwise take effect.
- J. All insurance, other than Workers' Compensation, to be maintained by the CONTRACTOR shall specifically include the CITY of Lauderdale Lakes as "Additional Insured" and shall unequivocally provide thirty (30) days written notice to the CITY prior to any adverse changes, cancellation or non-renewal of coverage thereunder.

ARTICLE 10 - INDEMNIFICATION

The CONTRACTOR 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 CONTRACTOR, and other persons employed or utilized by CONTRACTOR in the performance of this Contract.

The parties agree that 1% of the total compensation paid to the CONTRACTOR for performance of this Contract shall represent the specific consideration for the CONTRACTOR'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 CONTRACTOR, 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 CONTRACTOR. Further, if such a claim is made, or is pending, the CONTRACTOR 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 CONTRACTOR and receive reimbursement. If the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR.

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 CONTRACTOR 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 CONTRACTOR further represents that no person having such interest shall be employed in the performance hereof.

The CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR 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 CONTRACTOR. The CITY agrees to notify the CONTRACTOR of its opinion by certified mail within 30 days of receipt of notification by the CONTRACTOR. If, in the opinion of the CITY, the prospective business association, interest or circumstances would not constitute a conflict of interest by the CONTRACTOR, the CITY shall so state in the notification and the CONTRACTOR 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 CONTRACTOR under the terms of this Contract.

ARTICLE 14 - EXCUSABLE DELAYS

The CONTRACTOR 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 CONTRACTOR's control or by any other such causes which the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CITY and the CONTRACTOR 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 CONTRACTOR RELATIONSHIP

The CONTRACTOR and all employees and/or agents of the CONTRACTOR are, and shall be, in the performance of all work services and activities under this Contract, an independent contractor, 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 CONTRACTOR'S sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work and in all respects the CONTRACTOR'S relationship and the relationship of its employees to the CITY shall be that of an independent Contractor and not as employees or agents of the CITY.

The CONTRACTOR 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 CONTRACTOR shall be responsible to the CITY for all work or services performed by the Contractor or any person or entity on the CONTRACTOR's behalf, in fulfillment of this Contract.

ARTICLE 18 - CONTINGENT FEES

The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR 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 it's bona fide employee working solely for the CONTRACTOR, 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 CONTRACTOR 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 CONTRACTOR'S place of business.

ARTICLE 20 - NONDISCRIMINATION

The CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR of the CITY's notification of a contemplated change, the CONTRACTOR 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 CONTRACTOR'S ability to meet the completion dates or schedules of this Contract.

If the CITY so instructs in writing, the CONTRACTOR 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 CONTRACTOR 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 Manager
City of Lauderdale Lakes
4300 N.W. 36th Street
Lauderdale Lakes, FL 33319-5599
Tel (954) 535-2700
Fax (954) 733-7325

Copy to: Purchasing Division
City of Lauderdale Lakes
4300 NW 36th Street
Lauderdale Lakes, FL 33319-5599
Tel (954) 535-2700
Fax (954) 954-1832

and if sent to the CONTRACTOR shall be mailed to:

CONTRACTOR

Attn: Stefano Viola, P.E.
Name of Company: Kimley-Horn and Associates
Address: 8201 Peters Road, Suite 2200, Plantation, FL 33324
Tel: 954-535-5133
Fax:
Email:
Stefano.viola@kimley-horn.

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 Contractor requiring consent or approval shall not be deemed to render unnecessary the obtaining of CITY's consent or approval of any subsequent act by Contractor 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, Contract, Exhibits, Addenda, All Representations, and Warranties, to make this Contract.

THE REMAINDER OF THIS PAGE WAS LEFT BLANK INTENTIONALLY

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 CONTRACTOR on the _ day of _ , 2025

NAME OF COMPANY

Corporate Seal

Witness

NAME, President/CEO

As to the CITY on the _ day of _ , 2025.

- **SEAL OF THE CITY OF LAUDERDALE LAKES**

Pavitri Benasrie-Watson, Deputy City Clerk

Veronica Edwards Phillips, Mayor

APPROVED AS TO FORM

City Attorney

ALL EXHIBITS WILL BE ATTACHED HERE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/18/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Edgewood Partners Ins. Center/Greyling 3780 Mansell Rd. Suite 370 Alpharetta GA 30022	CONTACT NAME: Jerry Noyola PHONE (A/C. No. Ext): 7702207699 E-MAIL ADDRESS: greylingcerts@greyling.com	FAX (A/C. No):
INSURED Kimley-Horn and Associates, Inc. 421 Fayetteville Street, Suite 600 Raleigh, NC 27601	INSURER(S) AFFORDING COVERAGE INSURER A: National Union Fire Ins Co of Pittsburg INSURER B: Allied World Assurance Co (U.S.) Inc. INSURER C: New Hampshire Insurance Company INSURER D: Lloyd's of London INSURER E: INSURER F:	NAIC # 19445 19489 23841 85202

COVERAGES**CERTIFICATE NUMBER:** 2080884375**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC ☐ OTHER:			GL5268169	4/1/2024	4/1/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			CA4489663 (AOS) CA2970071 (MA)	4/1/2024 4/1/2024	4/1/2025 4/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			03127930	4/1/2024	4/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☒ N	N / A	WC015893685 (AOS) WC015893686 (CA)	4/1/2024 4/1/2024	4/1/2025 4/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
D	Professional Liability			B0146LDUSA2404949	4/1/2024	4/1/2025	Per Claim \$2,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Coverage

CERTIFICATE HOLDER**CANCELLATION**

Sample Certificate

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

**ANTI-HUMAN TRAFFICKING AFFIDAVIT
(SECTION 787.06, *FLORIDA STATUTES*)**

BEFORE ME, the undersigned authority, appeared _____, who first being duly sworn hereby swears of affirms as follows:

1. I am over eighteen (18) years of age. The following information is based on my own personal knowledge.
2. I am an officer or representative of _____ (the “Nongovernmental Entity”). I am authorized to provide this affidavit on behalf of the Nongovernmental Entity.
3. The Nongovernmental Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.
4. This declaration is made pursuant to Section 92.525(1)(c), Florida Statutes. I understand that making a false statement in this declaration may subject me to criminal penalties.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING ANTI-HUMAN TRAFFICKING AFFIDAVIT AND THAT THE FACTS STATED IN IT ARE TRUE.

FURTHER AFFIANT SAYETH NOT.

Printed Name: _____
Title: _____
Company Name: _____
Date: _____

STATE OF _____
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____, on behalf of _____, who is personally known to me or who has produced _____ as identification.

Print Name: _____
Notary Public of the State of Florida

My Commission Expires:

**City of Lauderdale Lakes
ATTACHMENT "B"
NON-COLLUSIVE AFFIDAVIT**

STATE OF _____

COUNTY OF _____

_____ being first duly sworn, deposes and says that:

PROPOSER is the _____,
(Owner, Partner, Officer, Representative or Agent)

PROPOSER is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

Such Proposal is genuine and is not a collusive or sham Proposal;

Neither the said PROPOSER 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 PROPOSER, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal 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 PROPOSER, firm, or person to fix the price or prices in the attached Proposal or any other PROPOSER, or to fix any overhead, profit, or cost element of the Proposal Price or the Proposal Price of any other PROPOSER, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

The price of items quoted in the attached Proposal are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the PROPOSER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

By _____

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization on this ____ day of _____, 20__ by _____ who ☐ is personally known to me or who ☐ has presented the following type of identification:

_____.

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
ATTACHMENT "D"
CONFIRMATION OF DRUG-FREE WORKPLACE

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 prohibitions.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or Contractual services that are under Bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee 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 contendens 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 the 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.

A signed copy of your Drug-Free Workplace Policy must be attached to this signed copy and submitted with the Proposal Documents.

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

Contractor/Proposer/Bidder Company Name

Authorized Company Signature

Date

Authorized Company Printed Name

Title

**City of Lauderdale Lakes
ATTACHMENT "E"
E-VERIFY AFFIRMATION STATEMENT**

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.

A certificate of compliance must accompany this affirmation.

Proposal/Contract No: RFQ 24-3110-10Q

Project Description: CCNA – PROFESSIONAL DESIGN SERVICES FOR TRAFFIC CALMING AT VARIOUS LOCATIONS PROJECT.

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.

Contractor/Proposer/Bidder Company Name

Authorized Company Signature

Date

Authorized Company Printed Name

Title

**City of Lauderdale Lakes
ATTACHMENT "G"
DEBARMENT CERTIFICATION**

49 CFR Part 29- Appendix B
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND
VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, Subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, Subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions: if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Proposer's Signature

(Print Type Name)

**City of Lauderdale Lakes
ATTACHMENT "H"
PUBLIC ENTITY CRIMES**

SWORN STATEMENT PURSUANT TO SECTION 287.133(3) (a),

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR
OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to City of Lauderdale Lakes, Florida
by _____ (name and title of individual) For

_____ (name of entity) whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is
_____. (If the entity has no FEIN, include the Social Security Number of the
individual signing this sworn statement: _____).

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non jury trial, or entry of a plea of guilty or no lo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies]

____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity,

nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [Attach a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

By _____

STATE OF FLORIDA

COUNTY OF _____

Sworn to and subscribed before me by means of ☐ physical presence or ☐ online notarization on this _____ day of _____, 20__ by _____ who ☐ is personally known to me or who ☐ has presented the following type of identification:

_____.

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
ATTACHMENT "I"
APPENDICES A & E, NONDISCRIMINATION CONTRACT ASSURANCES

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

- (1.) **Compliance with Regulations:** The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- (2.) **Nondiscrimination:** The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3.) **Solicitations for Subcontractors, including Procurements of Materials and Equipment:** In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- (4.) **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5.) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the *Florida Department of Transportation* shall impose such contract sanctions as it or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* may determine to be appropriate, including, but not limited to:
 - a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
 - b. cancellation, termination or suspension of the contract, in whole or in part.
- (6.) **Incorporation of Provisions:** The Contractor shall include the provisions of paragraphs (1) through (7) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the *Florida Department of*

Transportation to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

- (7.) **Compliance with Nondiscrimination Statutes and Authorities:** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Proposer's Signature

(Print Type Name)

City of Lauderdale Lakes

ATTACHMENT "J"

**CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL-AID CONTRACTS
(Compliance with 49CFR, Section 20.100 (b))**

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant:

By: Date:

Authorized Signature:

Title:

City of Lauderdale Lakes
ATTACHMENT "K"
CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES

Is this form applicable to your firm?
 YES ☐ NO ☐
 If no, then please complete section 4
 below for "Prime"

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For Material Change Only: Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, if known: _____ _____ _____ Congressional District, if known: 4c _____		5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: _____ _____ _____ Congressional District, if known: _____
6. Federal Department/Agency: _____ _____	7. Federal Program Name/Description: _____ _____ CFDA Number, if applicable: _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i> _____ _____ _____	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> _____ _____ _____	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date (mm/dd/yyyy): _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the fullname, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

City of Lauderdale Lakes
ATTACHMENT "L"
VENDOR ELIGIBILITY PRIOR TO CONTRACT AWARD

Project Description(s):

Financial Project Number(s):

In accordance with State law:

The Convicted Vendor List/ Discriminatory Vendor List / Suspended Vendor List/Antitrust Violator Vendor List/Scrutinized List of Prohibited Companies/Federal Excluded Parties List are available at the following Department of Management Services site:

http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists

A public entity may not accept any bid, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s. 287.017, F.S., for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to Section 287.133(3)(f), F.S. A public entity that was transacting business with a person at the time of the commission of a public entity crime resulting in that person being placed on the convicted vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

A contract award (reference 2 CFR 1200 and 2 CFR 180) must not be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." Pursuant to 23 CFR 172.7(b)(3), a contracting agency shall verify suspension and debarment actions and eligibility status of consultants and subconsultants prior to entering into an agreement or contract in accordance with 2 CFR part 1200 and 2 CFR part 180, when the identities of such subconsultants are known prior to execution of the subject agreement or contract. The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Section 287.135, F.S. prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel. Section 287.135, F.S. also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of \$1,000,000 or more, if the company is on either the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which are created pursuant to s. 215.473, F.S.

The List of Scrutinized Companies that Boycott Israel, and the Scrutinized List of Prohibited Companies (Activities in Sudan/Iran Petroleum Energy Sector) are available at the following Florida State Board of Administration site:

<https://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/GlobalGovernanceMandates.aspx>

*Please note that the two lists are under separate links on the same site.

I have checked the aforementioned lists that apply to this procurement, as applicable to verify that the vendor (and all subs where known) is eligible for contract award/execution:

	Procurement Office or Contracting Awarding Office:
	Printed Name
	Signature
	Date:

**City of Lauderdale Lakes
ATTACHMENT "M"
DBE BID OPPORTUNITY FORM**

Submit this form as required in the Request for Proposal or alternatively, at the time of Expanded Letter of Response is due:

Contract/Advertisement No.:		Prime Consultant:	
Project Description:			

Expected percentage of contract fees to be utilized by DBE(s): %. (Combine DBE Prime and DBE subconsultants, if applicable).

Expected percentage of contract fees to be utilized by Non-DBE Small Businesses _____ %. (Combine Non-DBE Small Business Prime and Non-DBE Small Business subconsultants, if applicable).

The proposed Prime and subconsultants/subvendors' work is as follows:

[illegible][illegible]

**City of Lauderdale Lakes
ATTACHMENT "N"
CONSULTANT AFFIRMATION**

As a requirement of the Professional Services Procurement Manual, all consultants utilized for Environmental Management Services must affirm the following conflict of interest statement.

Contract/Ad No.:

FM No(s):

I hereby certify that neither this firm nor any of the principals of this firm have any financial or other interest in the outcome of this project.

Name of Consultant:

By: **Date (mm/dd/yyyy):**
Authorized Signature

Printed Name:

Title:

**City of Lauderdale Lakes
ATTACHMENT "O"
TRUTH IN NEGOTIATION**

Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the Department of Transportation (Department) requires the Consultant to execute this certificate and include it with the submittal of the Technical Proposal, or as prescribed in the contract advertisement.

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the Department determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the Department, whichever is later.

 _____
Name of Consultant

By: _____

 _____
Date

City of Lauderdale Lakes

ATTACHMENT "P"

LAP TERMS FOR FEDERAL AID PROFESSIONAL SERVICES CONTRACTS

TERMS FOR FEDERAL AID CONTRACTS (APPENDIX D):

The following terms apply to all contracts in which it is indicated that the services involve the expenditure of federal funds:

- A. It is understood and agreed that all rights of the Local Agency relating to inspection, review, approval, patents, copyrights, and audit of the work, tracings, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.
- B. All tracings, plans, specifications, maps, computer files and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, will be considered works made for hire and will become the property of the Agency upon completion or termination without restriction or limitation on their use and will be made available, upon request, to the Agency at any time during the performance of such services and/or completion or termination of this Agreement. Upon delivery to the Agency of said document(s), the Agency will become the custodian thereof in accordance with Chapter 119, Florida Statutes. The Consultant will not copyright any material and products or patent any invention developed under this agreement. The Agency will have the right to visit the site for inspection of the work and the products of the Consultant at any time.
- C. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of the U.S. Department of Transportation, anything to the contrary in this Agreement notwithstanding.
- D. The consultant shall provide access by the Florida Department of Transportation (recipient), the Agency (subrecipient), the Federal Highway Administration, the U.S. Department of Transportation's Inspector General, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the consultant which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- E. Compliance with Regulations: The Consultant shall comply with the Regulations: relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- F. Nondiscrimination: The Consultant, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of material and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- G. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations made by the Consultant, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- H. Information and Reports: The Consultant will provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- I. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Local Agency shall impose such contract sanctions as it or the Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to,
 - 1. withholding of payments to the Consultant under the contract until the Consultant complies and/or
 - 2. cancellation, termination or suspension of the contract, in whole or in part.
- J. Incorporation or Provisions: The Consultant will include the provisions of Paragraph C through K in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, order, or instructions

issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event a Consultant becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the Consultant may request the Local Agency to enter into such litigation to protect the interests of the Local Agency, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

- K. Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
- L. Interest of Members of Congress: No member of or delegate to the Congress of the United States will be admitted to any share or part of this contract or to any benefit arising therefrom.
- M. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.
- N. Participation by Disadvantaged Business Enterprises: The Consultant shall agree to abide by the following statement from 49 CFR 26.13(b). This statement shall be included in all subsequent agreements between the Consultant and any subconsultant or contractor.

"The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in termination of this contract or other such remedy as the recipient deems appropriate."

Pursuant to 49 CFR 26.11(c), the Consultant shall submit the bid opportunity list at the time of contract execution, and shall enter DBE commitment and payment information in the Florida Department of Transportation Equal Opportunity Compliance (EOC) system. The Consultant shall request access to the EOC system using Form No. 275-021-30.
- O. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.
- P. It is understood and agreed that if the Consultant at any time learns that the certification it provided the Local Agency in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Consultant shall provide immediate written notice to the Local Agency. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Consultant in all lower tier covered transactions and in all aforementioned federal regulation.

Q. The Local Agency hereby certifies that neither the consultant nor the consultant's representative has been required by the Local Agency, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to

1. employ or retain, or agree to employ or retain, any firm or person, or
2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

The Local Agency further acknowledges that this agreement will be furnished to a federal agency, in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

R. The Consultant hereby certifies that it has not:

1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the above contractor) to solicit or secure this contract;
2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or
3. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for the above contractor) any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

The consultant further acknowledges that this agreement will be furnished to the Local Agency, the State of Florida Department of Transportation and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

S. The Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.



Employment Eligibility Verification

Department of Homeland Security
U.S. Citizenship and Immigration Services

USCIS
Form I-9

OMB No.1615-0047

Expires 05/31/2027

START HERE: Employers must ensure the form instructions are available to employees when completing this form. Employers are liable for failing to comply with the requirements for completing this form. See below and the [Instructions](#).

ANTI-DISCRIMINATION NOTICE: All employees can choose which acceptable documentation to present for Form I-9. Employers cannot ask employees for documentation to verify information in **Section 1**, or specify which acceptable documentation employees must present for **Section 2** or Supplement B, Reverification and Rehire. Treating employees differently based on their citizenship, immigration status, or national origin may be illegal.

Section 1. Employee Information and Attestation: Employees must complete and sign Section 1 of Form I-9 no later than the **first day of employment**, but not before accepting a job offer.

Last Name (Family Name)		First Name (Given Name)		Middle Initial (if any)	Other Last Names Used (if any)	
Address (Street Number and Name)			Apt. Number (if any)	City or Town		State ZIP Code
Date of Birth (mm/dd/yyyy)	U.S. Social Security Number 		Employee's Email Address			Employee's Telephone Number
I am aware that federal law provides for imprisonment and/or fines for false statements, or the use of false documents, in connection with the completion of this form. I attest, under penalty of perjury, that this information, including my selection of the box attesting to my citizenship or immigration status, is true and correct.		Check one of the following boxes to attest to your citizenship or immigration status (See page 2 and 3 of the instructions.):				
		☐ 1. A citizen of the United States				
		☐ 2. A noncitizen national of the United States (See Instructions.)				
		☐ 3. A lawful permanent resident (Enter USCIS or A-Number.)				
		☐ 4. An alien authorized to work until (exp. date, if any)				
		If you check Item Number 4. , enter one of these:				
		USCIS A-Number	OR	Form I-94 Admission Number	OR	Foreign Passport Number and Country of Issuance
Signature of Employee					Today's Date (mm/dd/yyyy)	

If a preparer and/or translator assisted you in completing Section 1, that person **MUST** complete the [Preparer and/or Translator Certification](#) on Page 3.

Section 2. Employer Review and Verification: Employers or their authorized representative must complete and sign **Section 2** within three business days after the employee's first day of employment, and must physically examine, or examine consistent with an alternative procedure authorized by the Secretary of DHS, documentation from List A OR a combination of documentation from List B and List C. Enter any additional documentation in the Additional Information box; see Instructions.

List A		OR	List B	AND	List C
Document Title 1					
Issuing Authority					
Document Number (if any)					
Expiration Date (if any)					
Document Title 2 (if any)		Additional Information			
Issuing Authority					
Document Number (if any)					
Expiration Date (if any)					
Document Title 3 (if any)					
Issuing Authority		Check here if you used an alternative procedure authorized by DHS to examine documents.			
Document Number (if any)					
Expiration Date (if any)					
Certification: I attest, under penalty of perjury, that (1) I have examined the documentation presented by the above-named employee, (2) the above-listed documentation appears to be genuine and to relate to the employee named, and (3) to the best of my knowledge, the employee is authorized to work in the United States.					First Day of Employment (mm/dd/yyyy):
Last Name, First Name and Title of Employer or Authorized Representative			Signature of Employer or Authorized Representative		Today's Date (mm/dd/yyyy)
Employer's Business or Organization Name		Employer's Business or Organization Address, City or Town, State, ZIP Code			

For reverification or rehire, complete [Supplement B, Reverification and Rehire](#) on Page 4.

LISTS OF ACCEPTABLE DOCUMENTS

All documents containing an expiration date must be unexpired.

* Documents extended by the issuing authority are considered unexpired.

Employees may present one selection from List A or a combination of one selection from List B and one selection from List C.

Examples of many of these documents appear in the Handbook for Employers (M-274).

LIST A		LIST B	LIST C	
Documents that Establish Both Identity and Employment Authorization	OR	Documents that Establish Identity	AND Documents that Establish Employment Authorization	
1. U.S. Passport or U.S. Passport Card		1. Driver's license or ID card issued by a State or outlying possession of the United States provided it contains a photograph or information such as name, date of birth, sex, height, eye color, and address	1. A Social Security Account Number card, unless the card includes one of the following restrictions: (1) NOT VALID FOR EMPLOYMENT (2) VALID FOR WORK ONLY WITH INS AUTHORIZATION (3) VALID FOR WORK ONLY WITH DHS AUTHORIZATION	
2. Permanent Resident Card or Alien Registration Receipt Card (Form I-551)		2. ID card issued by federal, state or local government agencies or entities, provided it contains a photograph or information such as name, date of birth, sex, height, eye color, and address		2. Certification of report of birth issued by the Department of State (Forms DS-1350, FS-545, FS-240)
3. Foreign passport that contains a temporary I-551 stamp or temporary I-551 printed notation on a machine-readable immigrant visa		3. School ID card with a photograph		3. Original or certified copy of birth certificate issued by a State, county, municipal authority, or territory of the United States bearing an official seal
4. Employment Authorization Document that contains a photograph (Form I-766)		4. Voter's registration card	4. Native American tribal document	
5. For an individual temporarily authorized to work for a specific employer because of his or her status or parole: a. Foreign passport; and b. Form I-94 or Form I-94A that has the following: (1) The same name as the passport; and (2) An endorsement of the individual's status or parole as long as that period of endorsement has not yet expired and the proposed employment is not in conflict with any restrictions or limitations identified on the form.		5. U.S. Military card or draft record	5. U.S. Citizen ID Card (Form I-197)	
		6. Military dependent's ID card	6. Identification Card for Use of Resident Citizen in the United States (Form I-179)	
		7. U.S. Coast Guard Merchant Mariner Card	7. Employment authorization document issued by the Department of Homeland Security For examples, see Section 7 and Section 13 of the M-274 on uscis.gov/i-9-central . The Form I-766, Employment Authorization Document, is a List A, Item Number 4. document, not a List C document.	
		8. Native American tribal document		
		9. Driver's license issued by a Canadian government authority		
For persons under age 18 who are unable to present a document listed above:				
6. Passport from the Federated States of Micronesia (FSM) or the Republic of the Marshall Islands (RMI) with Form I-94 or Form I-94A indicating nonimmigrant admission under the Compact of Free Association Between the United States and the FSM or RMI		10. School record or report card		
		11. Clinic, doctor, or hospital record		
		12. Day-care or nursery school record		
Acceptable Receipts				
May be presented in lieu of a document listed above for a temporary period.				
For receipt validity dates, see the M-274.				
• Receipt for a replacement of a lost, stolen, or damaged List A document. • Form I-94 issued to a lawful permanent resident that contains an I-551 stamp and a photograph of the individual. • Form I-94 with "RE" notation or refugee stamp issued to a refugee.	OR	Receipt for a replacement of a lost, stolen, or damaged List B document.	Receipt for a replacement of a lost, stolen, or damaged List C document.	

*Refer to the Employment Authorization Extensions page on [I-9 Central](#) for more information.



Supplement A, Preparer and/or Translator Certification for Section 1

Department of Homeland Security
U.S. Citizenship and Immigration Services

USCIS
Form I-9
Supplement A
OMB No. 1615-0047
Expires 05/31/2027

Last Name (<i>Family Name</i>) from Section 1 .	First Name (<i>Given Name</i>) from Section 1 .	Middle initial (if any) from Section 1 .
--	--	---

Instructions: This supplement must be completed by any preparer and/or translator who assists an employee in completing Section 1 of Form I-9. The preparer and/or translator must enter the employee's name in the spaces provided above. Each preparer or translator must complete, sign, and date a separate certification area. Employers must retain completed supplement sheets with the employee's completed Form I-9.

I attest, under penalty of perjury, that I have assisted in the completion of Section 1 of this form and that to the best of my knowledge the information is true and correct.

Signature of Preparer or Translator		Date (<i>mm/dd/yyyy</i>)	
Last Name (<i>Family Name</i>)	First Name (<i>Given Name</i>)		Middle Initial (<i>if any</i>)
Address (<i>Street Number and Name</i>)	City or Town	State	ZIP Code

I attest, under penalty of perjury, that I have assisted in the completion of Section 1 of this form and that to the best of my knowledge the information is true and correct.

Signature of Preparer or Translator		Date (<i>mm/dd/yyyy</i>)	
Last Name (<i>Family Name</i>)	First Name (<i>Given Name</i>)		Middle Initial (<i>if any</i>)
Address (<i>Street Number and Name</i>)	City or Town	State	ZIP Code

I attest, under penalty of perjury, that I have assisted in the completion of Section 1 of this form and that to the best of my knowledge the information is true and correct.

Signature of Preparer or Translator		Date (<i>mm/dd/yyyy</i>)	
Last Name (<i>Family Name</i>)	First Name (<i>Given Name</i>)		Middle Initial (<i>if any</i>)
Address (<i>Street Number and Name</i>)	City or Town	State	ZIP Code

I attest, under penalty of perjury, that I have assisted in the completion of Section 1 of this form and that to the best of my knowledge the information is true and correct.

Signature of Preparer or Translator		Date (<i>mm/dd/yyyy</i>)	
Last Name (<i>Family Name</i>)	First Name (<i>Given Name</i>)		Middle Initial (<i>if any</i>)
Address (<i>Street Number and Name</i>)	City or Town	State	ZIP Code



Supplement B,
Reverification and Rehire (formerly Section 3)

Department of Homeland Security
U.S. Citizenship and Immigration Services

USCIS
Form I-9
Supplement B
OMB No. 1615-0047
Expires 05/31/2027

Last Name (<i>Family Name</i>) from Section 1 .	First Name (<i>Given Name</i>) from Section 1 .	Middle initial (if any) from Section 1 .
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Instructions: This supplement replaces Section 3 on the previous version of Form I-9. Only use this page if your employee requires reverification, is rehired within three years of the date the original Form I-9 was completed, or provides proof of a legal name change. Enter the employee's name in the fields above. Use a new section for each reverification or rehire. Review the Form I-9 instructions before completing this page. Keep this page as part of the employee's Form I-9 record. Additional guidance can be found in the [Handbook for Employers: Guidance for Completing Form I-9 \(M-274\)](#)

Date of Rehire (<i>if applicable</i>)	New Name (<i>if applicable</i>)		
Date (<i>mm/dd/yyyy</i>)	Last Name (<i>Family Name</i>)	First Name (<i>Given Name</i>)	Middle Initial
Reverification: If the employee requires reverification, your employee can choose to present any acceptable List A or List C documentation to show continued employment authorization. Enter the document information in the spaces below.			
Document Title	Document Number (if any)	Expiration Date (if any) (<i>mm/dd/yyyy</i>)	
I attest, under penalty of perjury, that to the best of my knowledge, this employee is authorized to work in the United States, and if the employee presented documentation, the documentation I examined appears to be genuine and to relate to the individual who presented it.			
Name of Employer or Authorized Representative	Signature of Employer or Authorized Representative	Today's Date (<i>mm/dd/yyyy</i>)	
Additional Information (Initial and date each notation.)		Check here if you used an alternative procedure authorized by DHS to examine documents.	

Date of Rehire (<i>if applicable</i>)	New Name (<i>if applicable</i>)		
Date (<i>mm/dd/yyyy</i>)	Last Name (<i>Family Name</i>)	First Name (<i>Given Name</i>)	Middle Initial
Reverification: If the employee requires reverification, your employee can choose to present any acceptable List A or List C documentation to show continued employment authorization. Enter the document information in the spaces below.			
Document Title	Document Number (if any)	Expiration Date (if any) (<i>mm/dd/yyyy</i>)	
I attest, under penalty of perjury, that to the best of my knowledge, this employee is authorized to work in the United States, and if the employee presented documentation, the documentation I examined appears to be genuine and to relate to the individual who presented it.			
Name of Employer or Authorized Representative	Signature of Employer or Authorized Representative	Today's Date (<i>mm/dd/yyyy</i>)	
Additional Information (Initial and date each notation.)		Check here if you used an alternative procedure authorized by DHS to examine documents.	

Date of Rehire (<i>if applicable</i>)	New Name (<i>if applicable</i>)		
Date (<i>mm/dd/yyyy</i>)	Last Name (<i>Family Name</i>)	First Name (<i>Given Name</i>)	Middle Initial
Reverification: If the employee requires reverification, your employee can choose to present any acceptable List A or List C documentation to show continued employment authorization. Enter the document information in the spaces below.			
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Additional Information (Initial and date each notation.)		Check here if you used an alternative procedure authorized by DHS to examine documents.	



March 27, 2025

Ronald Desbrunes, P.E.
Director of Public Works
City of Lauderdale Lakes
4300 NW 36th Street
Lauderdale Lakes, Florida 33319

**Re: Professional Services Agreement
Traffic Calming at Various Locations Project - RFQ 24-3110-10Q
City of 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 Lake's Request for Qualifications No. 24-3110-10Q for "Professional Engineering Design Services for Traffic Calming at Various Locations" is pleased to submit this proposal to the City of Lauderdale Lakes, (hereinafter referred to as "Client" or "City") to provide professional services relative to the above-referenced project.

Project Understanding

The City has requested Kimley-Horn to submit a proposal associated with developing construction drawings for Traffic Calming at Various Locations throughout the City which include roundabouts at the following locations:

- NW 33rd Street and NW 46th Avenue
- NW 33rd Street and NW 44th Avenue
- NW 33rd Street and NW 43rd Avenue
- NW 24th Street and NW 38th Terrace
- NW 24th Street and NW 37th Avenue
- NW 35th Avenue and NW 34th Street
- NW 35th Avenue and NW 32nd Street
- NW 34th Street and NW 36th Terrace
- NW 41st Street and NW 45th Avenue

In addition, it includes speed tables along NW 41st Street, NW 34th Street, NW 35th Avenue, NW 24th Street, NW 23rd Court, and NW 43rd Avenue. The Federally Funded proposed project will include the following: project management, preliminary design, environmental documentation, permitting assistance, and final design services. The project will be delivered via the Florida Department of Transportation's (FDOT) Local Agency Program (LAP). Services provided by the Consultant and will comply with the FDOT/LAP Department Manuals, process and procedures, and memorandums in effect as of the date of execution of the Agreement unless otherwise directed in writing by the City and/or the FDOT.

Scope of Services

The services described herein will pertain to the tasks associated with preparing the construction drawings and FDOT/LAP technical specifications for the Traffic Calming at Various Locations project. Kimley-Horn will also provide the necessary services listed below for permitting the construction plans through the applicable permitting agencies listed under **Task 7**. The traffic calming improvements will include the following: intersection's survey, geotechnical services, roadway, sidewalk modifications, pavement markings and signage, and ADA upgrades at the roundabout locations. Design requirements will be reflected on the construction plans as notes and details according to MUTCD, FDOT/LAP, the Florida Greenbook, and City of Lauderdale Lakes requirements.

Kimley-Horn will provide the services specifically set forth below.

Task 1 – Corridor Survey

Kimley-Horn will engage a sub-consultant, M.G. Vera & Associates (licensed surveyor), to prepare a Design Survey of the subject corridor to State of Florida standards. This scope is derived with the intention of gathering sufficient survey data to submit a complete design survey. The proposed Design Survey Scope of work includes the following tasks:

Task 1.1 Horizontal Control

Set and locate necessary secondary horizontal control at each intersection utilizing GPS/RTK FPRN methods. Datum: NAD 83/Latest Adjustment.

Task 1.2 Vertical Control

Establish elevations on secondary control set at each intersection utilizing GPS/RTK FPRN methods. Datum: NAVD 88.

Task 1.3 Alignment and Existing R/W Lines

Establish the Historical Baseline of Survey and existing r/w per FDOT Maps and platted information at each intersection within the survey limits.

Task 1.4 Topography/DTM (3D)

A Topographic/DTM (DTM) Survey will be completed within the existing r/w at each of the 9 intersections, extending 200' from the centerline intersection in each direction.

Task 1.5 Roadway Cross-Sections/Profiles

Perform DTM Check Sections.

Task 1.6 Drainage Survey

Drainage structures will be surveyed (invert, top and bottom elevations along with size and type for pipes) within the extended survey limits.

Task 1.7 Sectional / Grant Survey

Recon and Locate section corners as required for the historical baseline of survey and r/w establishment.

Task 1.8 Subdivision Location

Recon and Locate subdivision block corners as required for the historical baseline of survey and r/w establishment.

Task 1.9 Work Zone Safety

Provide work zone safety as required by F.D.O.T. standards.

Task 1.10 Project Control Sheet

Prepare Project Control Sheets for the project limits.

Task 1 Deliverables:

- Topographic/DTM (3D) Survey in MicroStation or AutoCAD Format, drawings to follow FDOT CAD format (line styles). Note: A Topographic Survey Map is NOT a part of this scope of services.

Task 2 – Geotechnical Engineering Services

The Geotechnical sub-consultant, Tierra South Florida, Inc. (TSFGeo) will perform the field testing as noted in Table 1 below, which provides a pavement core and auger boring at each proposed roundabout location.

Table 1 – Proposed Field Testing	
Location	Proposed Services
Intersections	- Nine (9) pavement cores - Nine (9) auger borings to depths of 10 feet below the cores.

Prior to drilling at the project site, TSFGeo will notify the local utility companies and request that underground utilities be marked. TSFGeo's experience, however, is that the utility companies will not mark privately owned utilities. TSFGeo's proposal assumes that private utility lines will be located in the field by others prior to mobilization of the drill rig. TSFGeo will recommend a utility line locating service upon request.

Upon completion of the field exploration, some laboratory testing and visual classifications will be performed on selected samples. A data report will be issued that contains the exploration data.

Task 2 Deliverables:

- Geotechnical report signed and sealed by licensed geotechnical engineer.

Task 3 – Preliminary Design

Kimley-Horn will conduct a preliminary assessment to analyze project areas for potential issues such as traffic operations and safety, excessive slope, right-of-way constraints, conflicts with roadways, landscape and existing utility, environmental issues, accessibility issues, and drainage concerns. Up to two field visits are anticipated throughout the life of the design project.

Kimley-Horn will collect the following information to be utilized as part of our project design and permitting:

- Request a Sunshine State One Call of Florida (SSOCOF) design ticket to determine the underground utility owners with facilities in the area surrounding the Project.
- Request available information regarding existing utilities from the service providers listed in the design ticket.
- Coordinate with the City of Lauderdale Lakes and the respective utility provider to request record drawings of the existing water, sewer, and drainage systems.
- Coordinate with local drainage district and state drainage district to obtain existing drainage information.
- Attend a kick-off meeting with the City of Lauderdale Lakes to discuss the project.

Task 4 – Initial Design (30%) Submittal

Kimley-Horn will produce and submit the following documentation for the FDOT Initial Phase LAP submittal Checklist:

- Initial Plans (30%)
- Engineering Estimate (30%) with signatures (opinion of probable construction cost)
- Environmental Documents

Task 4.1 NEPA Backup Documentation

Kimley-Horn will contract with a subconsultant, SEARCH, that will conduct a desktop analysis of the area of potential effect (APE) for the roadway and pedestrian improvements project. This review will consist of historical background research, examination of historical maps, and a review of the Florida Master Site File. No archaeological or architectural history survey is anticipated for the project.

The work will be completed in accordance with Part 2, Chapter 8 of FDOT's PD&E Manual, Chapter 3 (Site Identification) of the FDOT Cultural Resource Management Handbook, the Florida DHR's Cultural Resource Management Standards and Operation Manual, Module Three: Guidelines for Use by Historic Preservation Professionals, and Rule Chapter 1A-46 F.A.C. The work will comply with the provisions of Chapter 267, Florida Statutes, as well as Section 106 of the National Historic Preservation Act of 1966, as amended (Public Law 113-287 [Title 54 USC]).

AREA OF POTENTIAL EFFECT (APE)

Given the scope of the proposed project, and in accordance with the APE definition and methodologies applied for previous similar projects, SEARCH recommends that the APE be defined as the existing right-of-way within which the construction and installation will take place

FIELDWORK

No archaeological or architectural history survey is anticipated for the project.

REPORTING

SEARCH will prepare a Minor Project Review Form. It is presumed that no report development is required.

Kimley-Horn will complete a Type I Categorical Exclusion checklist along with the environmental support document and accompanying maps. The maps prepared will include a location map, US Geological Survey (USGS) Topographic map, Natural Resources Conservation Service (NRCS) soils map, land use/land cover map, Federal Emergency Management Agency (FEMA) flood zone map, and a listed species map, if applicable.

Task 4.2 Initial Phase Design Horizontal Analysis

Review and address Preliminary FDOT Electronic Review Comment System (ERC) comments. Prepare concept typical sections for City review and approval. Prepare preliminary horizontal layout to the City to provide feedback to the design team prior to moving forward with full design layout.

Kimley-Horn will design the geometrics using the City and appropriate FDOT Standard Plans with proper consideration given to the design speed, functional classification, design consistency and driver expectancy, aesthetics, existing vegetation to be preserved, pedestrian concerns, ADA requirements, and scope of work.

Task 4.3 Roadway Plans

Kimley-Horn will develop roadway design and prepare street improvement plans at a scale of 1" = 40' (11"x17" PDF) to implement the proposed traffic calming improvements. Plan sheets are proposed to convey the horizontal geometry and improvements analyzed in Task 4.2.

Roadway plans consist of the following sheets:

Key Sheet, Typical Sections, General Notes, Erosion Control, Horizontal Control and Roadway Plans.

Task 4.4 Opinion of Probable Construction Cost (Engineering Estimate)

Kimley-Horn will prepare an Opinion of Probable Construction Cost (OPC) for the Initial phase submittal. Cost estimate will be prepared in FDOT bid tab format that will show Federal Highway Administration (FHWA) participating items and FHWA non-participating bid items.

Task 4.5 Drainage Analysis

Kimley-Horn will provide stormwater analysis services. Consultant will explore the possibility of using swales to compensate for loss of storage.

Exfiltration Trench Systems will be designed to meet South Florida Water Management District (SFWMD) stormwater treatment and attenuation requirements. Consultant will apply for a permit exemption as applicable. Meet and coordinate with permitting agencies to establish design criteria, see permitting task for details.

Drainage analysis does not include stormwater modeling of the neighborhood, analysis of existing closed systems or addition of new outfalls. Analysis is limited to proposed improvements within project limits and City Right-of-Way.

Task 4 Deliverables:

- Initial Engineering Submittal (30% Plans and Estimate) – PDF format
- CRAS Technical Report PDF and hardcopy to be submitted to SHPO

Task 5 – Constructability Design (90%) Submittals

Kimley-Horn will produce and submit the following documentation for the FDOT Construction Phase LAP submittal Checklist:

- Design Plans (90%)
- Engineering Estimate (90%) with signatures (opinion of probable construction cost)
- Engineer's Backup
- LAP/FDOT No Additional Right-of-Way Certification Form
- Type I CE Checklist and Backup Memorandum
- LAP Type 1 Categorical Exclusion Checklist
- Documentation of Utility Coordination

Task 5.1 Constructability Phase Design Horizontal and Vertical Analysis

Kimley-Horn will review and address Initial Phase FDOT ERC comments and one-time combined City provided comments.

Task 5.2 Roadway Plans

Kimley-Horn will continue to develop roadway design and prepare street improvement plans from Task 4.3. Update plan sheets to convey the horizontal geometry and improvements analyzed in Task 4.2. Working profiles will be used to confirm design, but profile sheets and their submittal is not required. Identify locations for traffic calming in constrained areas, if needed, to maintain improvements within existing right-of-way. Review proposed working cross sections at locations of roadway modifications to generally determine typical section variations.

Kimley-Horn will prepare and coordinate with City to develop Level 1 traffic control notes for the major work phases of the overall project with reference to FDOT Indices. Contractor will be required to submit their own detailed traffic control plans for review and approval prior to construction based on their approved project schedule.

Task 5.3 Signing and Marking Plans

Kimley-Horn will prepare signing and marking plans at a scale of 1" = 40' (11"x17" PDF) to address the areas impacted as a result of the proposed improvement strategy. The signing and marking plans will be limited to the areas impacted by the proposed traffic calming improvements. Required signing will be focused on traffic calming. Areas requested to be milled and resurfaced will entail new pavement markings. Signing and marking may be accomplished with typical details. Standards will be according to the Manual on Uniform Traffic Control Devices (MUTCD) and Broward County Traffic Engineering (BCTED) Pavement Marking and Sign details. Show required notes and details for items that deviate from published standards.

Task 5.4 Landscape Analysis

Kimley-Horn will use the survey and field observations to identify conflicts with trees. We will produce an exhibit that indicates existing tree locations keyed to a chart that describes species, Diameter at Breast Height (DBH), and disposition for impacted trees/palms within the project limits. This exhibit will tabulate trees to remain, to be removed, and/or to be relocated. Kimley-Horn will provide adequate notes and details for the owner's selected contractor to submit the plan as a part of a tree removal permit.

Task 5.5 Opinion of Probable Construction Cost (Engineering Estimate)

Kimley-Horn will prepare an Opinion of Probable Construction Cost (OPC) for the constructability phase submittal. Cost estimate will be prepared in FDOT bid tab format that will show FHWA participating items and FHWA non-participating bid items. Consideration will be made for optional and/or alternative bid items to assist the City meet project funding goals.

Task 5.6 Type I CE Checklist and Backup Memorandum

Kimley-Horn will review and address comments and provide a revised memorandum for approval.

Task 5.7 Drainage Design

Kimley-Horn will review existing conditions within the project limits right-of-way and modify existing conditions to account for the proposed changes.

Task 5 Deliverables:

- Constructability Submittal (90% Plans and Estimate) – PDF Format

Any major design revision requests after the Constructability phase will be considered additional services.

Task 6 – Production Design (100%) Submittals

Kimley-Horn will review and address FDOT ERC comments from the Constructability Phase submittal.

Kimley-Horn will submit signed and sealed construction documents that entail plans, engineers estimate, specifications, checklists, and utility clear letters (provided by utilities).

Kimley-Horn will prepare an Opinion of Probable Construction Cost (OPC) for the production phase submittal. Cost estimate will be prepared in FDOT bid tab format that will show FHWA participating items and FHWA non-participating bid items. Kimley-Horn has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on information known to the Consultant at the time and represent only the Consultant's judgement as design professionals familiar with the construction industry. The Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

Task 6 Deliverables:

- Production Submittal (100% Plans, Specifications, and Estimate (PS&E)) – PDF and CAD Format

Task 7 – Permitting

Kimley-Horn will prepare permit applications with supporting documentation to the following jurisdictional regulatory agencies. Kimley-Horn will address comments for the regulatory agency submittals identified below.

1. FDOT
 - a. LAP review
2. Broward County Highway Construction and Engineering Division (BCHCED)
 - a. Roadway, paving, and traffic control systems for access
 - b. Signing and marking
3. Broward County Growth Management (BCGM)
 - a. Drainage
4. National Pollutant Discharge Elimination System (NPDES):
 - a. Notice of Intent
 - b. Preparation of Storm Water Pollution Prevention Plans (SWPPP) – City's Contractor shall complete the necessary application and submittal to obtain the general permit. The City's contractor shall be responsible for obtaining, maintaining, and operating the construction site according to the EPA and NPDES guidelines.
5. City of Lauderdale Lakes
 - a. Engineering
 - b. Public Works

No other agency approvals are included in this scope of services other than those identified above. Kimley-Horn does not guarantee the issuance of permits or approvals. If permits are issued for this project, the conditions and expiration dates are the sole responsibility of the City. Kimley-Horn is not responsible for extending time limited entitlements or permits. The City shall provide all permit fees.

Task 8 – Public Involvement

Kimley-Horn will attend and conduct one public meeting with stakeholders after Initial Phase Submittal to cover the project limits. Meeting will be either virtual or in-person open house style but not both. Kimley-Horn will prepare a public meeting notice for the proposed meetings and provide to the City to advertise to residents.

Additionally, Kimley-Horn will develop materials, attend, and prepare to answer questions at one commission meeting of the City's choice during design development.

As part of this task, Kimley-Horn will provide an agenda and meeting minutes for the two meetings.

Task 9 – Project Management and LAP Coordination

Project management entails activities related to initiating, planning, executing, controlling, and closing the Project. Kimley-Horn will attend an initial kick-off meeting to verify project elements, scope, and schedule; prepare for and attend monthly meetings with City staff. Additionally, communicate with designated City staff (via phone, teleconference, email, etc.) to provide coordination between City staff and the Designer (assumed a 12-month design schedule for budgeting purposes). Provision, monitoring, and updating of schedule of services being provided. Provide monthly design progress reporting and invoicing.

Kimley-Horn will coordinate the LAP process to completion by processing project design and submittals through LAP. This consists of plans, specifications, checklists, cost estimates and coordination. Consultant will attend meetings with FDOT and attend teleconferences as required (for budgeting purposes, assume up to 2 meetings and 4 teleconferences are required).

Construction Engineering and Inspection (CEI) consultant advertisement, bid advertisement, FHWA checklists, right-of-way certification form, LAP agreement and commission resolution will be completed by the City representatives. Kimley-Horn will be available to answer questions from the City.

Kimley-Horn will, per the LAP process, submit Preliminary, Initial, Constructability, and Production Phase submittals to FDOT and address review comments in FDOT ERC system for each submittal. Follow up with each reviewer as needed to expedite resolution of comments.

Task 10 – Limited Bidding Services

It is our understanding that the City will use a competitive bidding process to award the contract to a qualified contractor to construct the improvements. Kimley-Horn shall consult with and advise the City for the proposed improvements during the bidding process. This task is limited to attendance of one (1) pre-bid meeting and issuance of addenda in response to interested contractor questions or requests for information during the bid process. All responses by Kimley-Horn will be approved by the City prior to issuance. Once bids are received, Kimley-Horn shall review the bids and provide a recommendation to the City associated with the apparent low bidder's price proposal. The City will be responsible in making the award.

City Front End Documents are not included in this scope.

ASSUMPTIONS:

The following assumptions have been made for this scope of work:

1. All project required agency fees will be paid directly for by the City.
2. All coordination meetings with the property owners other than the identified public meetings will be led and conducted by the City.
3. Contractor will be required to submit their own traffic control plans to be reviewed and approved by the City for their construction activities.
4. There is sufficient right-of-way for the proposed improvements and no additional right-of-way is anticipated for this project.
5. The City will hire a separate CEI consultant for the construction phase services per the requirements of the FDOT LAP process.

6. No traffic signal modifications are planned or expected as part of the proposed improvements.
7. Drainage analysis does not include stormwater analysis of systems outside limits of construction.
8. Services for the preparation of planting plans and/or irrigation plans are not included in this scope of services.
9. Services for the design of decorative hardscape treatments, including crosswalk patterning, site furnishings specifications, and/or decorative sidewalk treatments are not included in this scope of services.
10. Undergrounding of overhead utilities are not anticipated and are not included in this scope of work.
11. City Responsibilities:
 - a. Existing records including files, plans, and any other pertinent engineering information.
 - b. Maintenance requirements and preferences at the start of the design process.
 - c. Integration of FDOT required contract language into City Bid documents.
 - d. Commission resolution for LAP agreement.
 - e. Execution of required FDOT LAP forms and agreements in a timely manner.
 - f. Preparation of Bid Documents to meet LAP requirements.

ADDITIONAL SERVICES

Any services not specifically provided for in the above scope will be presented to the City as a separate proposal for the City's review and approval. Additional services we can provide include, but are not limited to the following:

- Survey Legal and Sketches
- Post Design Services
- Traffic Studies or traffic engineering services not specifically noted above
- Lighting Photometrics and Design
- Sanitary Sewer design and/or plans
- Water Main design and/or Plans
- Storm Drain and Sanitary Sewer video inspections
- SUE test holes
- Landscape and Tree Disposition Design and Plans
- Irrigation Design and Plans
- Technical Specifications/Bid Documents
- LAP Checklist for Construction Contracts
- Arborist Evaluation and Reports

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.

SCHEDULE

We will provide our services as expeditiously as practicable to complete the scope of services within the time frame mutually agreed upon between Kimley-Horn and the City. A project schedule will be provided to establish milestone dates required to meet the project completion date.

FEE AND BILLING

The consultant will accomplish the services outlined in **Tasks 1-10** for the Lump Sum Fee of **\$436,954.49** as outlined below. All permitting, application, and similar project fees if applicable will be paid directly by the City.

TASK	DESCRIPTION	LABOR FEE
1	Corridor Survey	\$94,607.98
2	Geotechnical Engineering Services	\$30,332.14
3	Preliminary Design	\$10,595.01
4	Initial Design (30%) Submittal	\$72,771.41
5	Constructability Design (90%) Submittal	\$103,369.41
6	Production Design (100%) Submittal	\$55,002.90
7	Permitting	\$26,223.28
8	Public Involvement	\$8,860.00
9	Project Management and LAP Coordination	\$25,445.00
10	Limited Bidding Services	\$9,747.36
LUMP SUM FEE		\$436,954.49

CLOSURE

The terms and conditions of the City of Lauderdale Lakes's Request for Qualifications No. 24-3110-10Q for "Professional Engineering Design Services for Traffic Calming at Various Locations" 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.

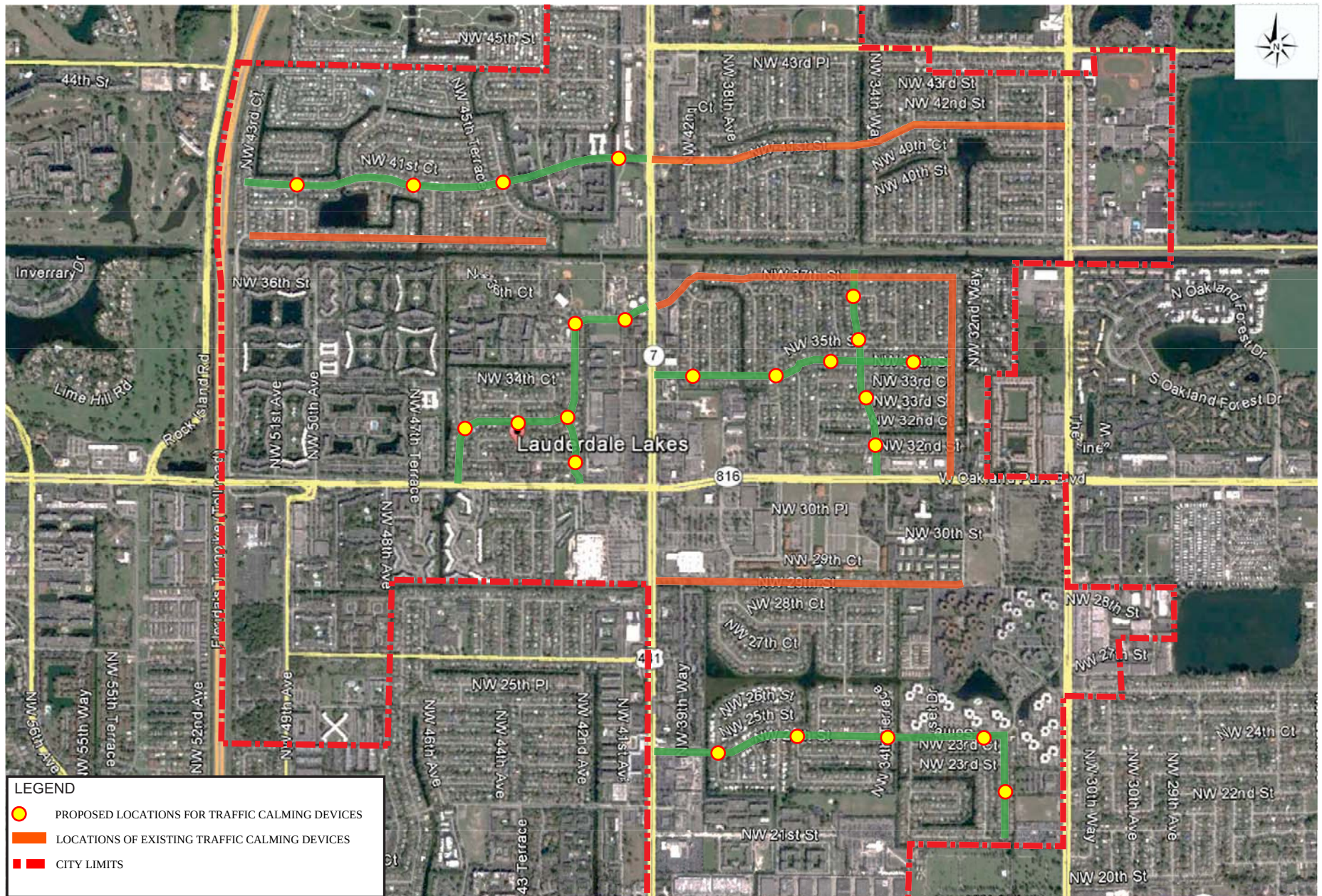
Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

Stefano Viola, P.E.
Vice President

O:\Stefano\Lauderdale Lakes\Traffic Calming\Scope

PROPOSED TRAFFIC CALMING DEVICES - LOCATION MAP



CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: No

Contract Requirement: Yes

Title
RESOLUTION 2025-088 AUTHORIZING THE MAYOR AND THE ACTING CITY MANAGER TO EXECUTE THE THIRD AMENDMENT TO THE TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY, BROWARD METROPOLITAN PLANNING ORGANIZATION AND MUNICIPALITIES IN BROWARD COUNTY.
Summary
This resolution authorizes the Mayor and the Acting City Manager to execute the third amendment to the Transportation System Surtax Interlocal Agreement between Broward County, Broward Metropolitan Planning Organization and municipalities in Broward.
Staff Recommendation

Background:

On September 11th, 2018, City Commission approved Resolution #2018-083 authorizing the execution of an Interlocal Agreement (ILA) with Broward County and the Broward County Metropolitan Planning Organization (MPO) to provide funding for transportation and premium transit projects identified in the MPO's commitment 2045 MTP (Metropolitan Transportation Plan), the 5 year TIP (Transportation Improvement Program) and municipal roadway CIP projects that will improve safety, reduce congestion and advance multimodal mobility options for residents and visitors.

On July 9th, 2019, the City Commission adopted Resolution No. 2019-072 approving the first Amendment to Transportation System Surtax Interlocal Agreement which removed the responsibility for prioritizing rehabilitation and maintenance projects (R&M) from MPO staff to Broward County.

The second Amendment, approved by City Commission on February 9th, 2021, through Resolution 2021-019, set the MPO's criteria for evaluation, ranking and recommendation for future capital projects; outline the County's process for evaluation and ranking of R&M projects; and document a process for funding capital projects.

Due to delays in reviewing, processing and providing funding for projects, municipalities across the County, through the Broward County City Managers' Association (BCCMA), have expressed concerns regarding the process and requested changes to the County's requirements for municipal surtax-funded projects. The attached third amendment was initiated by BCCMA in coordination with Broward County, Broward Metropolitan Planning Organization and all municipalities.

The most notable change to the third amendment includes the following:

- Address the status of the remaining Cycle 1 Projects and the ability of County to terminate such projects that are not under a Surtax Funding Agreement;
- Reprioritize the current distribution of Transportation Surtax funding to Municipalities among Community Shuttle, Capital Projects, and Rehabilitation and Maintenance (R&M) Projects;
- Provide for a new Formula-based Funding model for R&M Projects and On-Demand Transportation during County Fiscal Years 2026 to 2032, subject to availability of Transportation Surtax funding;
- Streamline the process by which projects funded by the Transportation Surtax are placed under Surtax Funding Agreements;
- Redefine the eligibility criteria for certain project elements such as lighting, drainage, decorative elements;
- Introduction of a Grant Match Program which allowed to seek Transportation Surtax funds for use toward required local match amounts in connection with state or federal grant funding;

- Redefine Municipal CIP and R&M projects to facilitate eligibility of stand-alone sidewalks, bike paths, and greenways used for transportation.

Broward County and the Broward County City Managers' Association (BCCMA) agreed on the proposed revisions. The third amendment was approved by Broward County Commission on June 10th, 2025.

City staff recommends City Commission to approve the amendment.

Funding Source:

N/A

Fiscal Impact:

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

Meeting Date: 7/22/2025

ATTACHMENTS:

Description		Type
☐	Resolution 2025-088 Authorizing the Executing of the Third Amendment to and Restatement of the Transportation System Surtax Interlocal Agreement	Resolution
☐	Exhibit A - Third Amendment to the Interlocal Agreement	Exhibit
☐	Backup Material	Backup Material
☐	Backup Material	Backup Material

1 RESOLUTION 2025-088

2
3 A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES,
4 FLORIDA AUTHORIZING THE MAYOR, ACTING CITY MANAGER, AND THE
5 DEPUTY CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT
6 CERTAIN THIRD AMENDMENT TO AND RESTATEMENT OF THE
7 TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT BETWEEN
8 BROWARD COUNTY, THE BROWARD METROPOLITAN PLANNING
9 ORGANIZATION, THE CITY OF LAUDERDALE LAKES, AND OTHER
10 MUNICIPALITIES IN BROWARD COUNTY, AS SET FORTH MORE FULLY IN
11 THE THIRD AMENDMENT ATTACHED HERETO AS **EXHIBIT A**, AND A DRAFT
12 COPY OF WHICH CAN BE INSPECTED IN THE OFFICE OF THE CITY CLERK;
13 PROVIDING FOR THE ADOPTION OF RECITALS; PROVIDING FOR
14 INSTRUCTIONS TO THE DEPUTY CITY CLERK; PROVIDING AN EFFECTIVE
15 DATE.
16

17 WHEREAS, on June 5, 2018, the Broward County Board of County Commissioners voted
18 to place on the November 6, 2018, ballot, for consideration by the countywide electorate, a
19 proposed transportation surtax levy of one (1%) percent ("Transportation Surtax");

20 WHEREAS, on September 11, 2018, the City Commission of the City of Lauderdale Lakes
21 adopted Resolution No. 2018-083 approving that certain Transportation System Surtax Interlocal
22 Agreement ("Agreement") between Broward County, Broward Metropolitan Planning
23 Organization ("MPO"), and the City of Lauderdale Lakes ("City");

24 WHEREAS, on November 6, 2018, the voters of Broward County approved the
25 Transportation Surtax;

26 WHEREAS, on July 9, 2019, the City Commission adopted Resolution No. 2019-072
27 approving that certain First Amendment to Transportation System Surtax Interlocal Agreement
28 ("First Amendment");

1 WHEREAS, on February 9, 2021, the City Commission adopted Resolution No. 2021-019
2 approving that certain Second Amendment to Transportation System Surtax Interlocal
3 Agreement (“Second Amendment”); and

4 WHEREAS, the parties to the Agreement and the First and Second Amendment following
5 additional discussions and information received, now deem it desirable to amend the Agreement
6 by virtue of that certain Third Amendment to and Restatement of the Transportation System
7 Surtax Interlocal Agreement (“Third Amendment”), attached hereto as **Exhibit “A”**, to provide
8 for the following:

- 9 1. Address the status of the remaining Cycle 1 Projects and the ability of County to terminate
10 such projects that are not under a Surtax Funding Agreement;
- 11 2. Reprioritize the current distribution of Transportation Surtax funding to Municipalities
12 among Community Shuttle, Capital Projects, and Rehabilitation and Maintenance (R&M)
13 Projects;
- 14 3. Provide for a new Formula-based Funding model for R&M Projects and On-Demand
15 Transportation during County Fiscal Years 2026 to 2032, subject to availability of
16 Transportation Surtax funding;
- 17 4. Streamline the process by which projects funded by the Transportation Surtax are placed
18 under Surtax Funding Agreements;
- 19 5. Redefine the eligibility criteria for certain project elements such as lighting, drainage,
20 decorative elements;
- 21 6. Introduction of a Grant Match Program which allowed to seek Transportation Surtax
22 funds for use toward required local match amounts in connection with state or federal
23 grant funding; and
- 24 7. Redefine Municipal CIP and R&M projects to facilitate eligibility of stand-alone sidewalks,
25 bike paths, and greenways used for transportation.

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

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

6 SECTION 2. AUTHORITY: The City Commission hereby authorizes the Mayor, Acting
7 City Manager, and the Deputy City Clerk to execute and attest, respectively, that certain Third
8 Amendment to and Restatement of the Transportation System Surtax Interlocal Agreement in
9 substantially the form as attached hereto as **Exhibit "A"** and incorporated herein by reference.

10 SECTION 3. INSTRUCTIONS TO THE DEPUTY CITY CLERK: The Deputy City Clerk is
11 hereby directed to obtain four (4) fully executed copies of the Third Amendment, with one (1) to
12 be maintained by the City; with one (1) to be delivered to Broward County; with one (1) to be
13 delivered to the Broward Metropolitan Planning Organization; and with one (1) to be directed to
14 the Office of the City Attorney.

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18 [REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
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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 JULY 22, 2025.

VERONICA EDWARDS PHILLIPS, MAYOR

ATTEST:

PAVITRI BENASRIE-WATSON, CMC, DEPUTY 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 Tycie Causwell	_____ (For)	_____ (Against)	_____ (Other)
Commissioner Easton Harrison	_____ (For)	_____ (Against)	_____ (Other)
Commissioner Karlene Maxwell-Williams	_____ (For)	_____ (Against)	_____ (Other)
Commissioner Sharon Thomas	_____ (For)	_____ (Against)	_____ (Other)

**2025 AMENDED AND RESTATED
TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT (THIRD AMENDMENT)**

This 2025 Amended and Restated Transportation System Surtax Interlocal Agreement (“2025 ILA”) is entered into among Broward County, a political subdivision of the State of Florida (“County”), the municipalities that formally approved and are a party to the Transportation System Surtax Interlocal Agreement that was executed by County on August 29, 2018, and such additional municipalities that are signatories to this 2025 ILA (collectively, the “Municipalities” and each a “Municipality”), and the Broward County City Managers’ Association, Inc. (“BCCMA”). County, Municipalities, and the BCCMA are each a “Party,” and collectively referred to as the “Parties.”

RECITALS

A. Pursuant to Section 31½-71, et seq., of the Broward County Code of Ordinances (“Transportation Surtax Ordinance”), a 30-year 1% transportation surtax (“Transportation Surtax”) was levied after approval by referendum of the general electorate at the General Election on November 6, 2018, with the proceeds to be expended for authorized transportation and transit projects in accordance with applicable law, including Section 212.055(1), Florida Statutes.

B. On or about November 8, 2018, County and Municipalities entered the Transportation Surtax Interlocal Agreement that addressed the distribution of proceeds of the Transportation Surtax (“Original ILA”). The Original ILA was amended in June 2019 (“First Amendment”), and in March 2021 (“Second Amendment”), further defining the relationship between the parties thereto, and adding the Broward Metropolitan Planning Organization (“BMPO”) as a party for purposes of the evaluation and ranking of certain capital projects for potential Transportation Surtax funding (the Original ILA, as amended by the two amendments, is referred to herein as the “ILA”).

C. The portion of Transportation Surtax Proceeds (as defined herein) that County previously committed to distribute to Municipalities has, to the best of each Party’s knowledge, been properly distributed for municipal programs and projects that were deemed statutorily eligible for Transportation Surtax funding under Section 212.055(1), Florida Statutes, such as community shuttle programs; capital planning, design, and projects; and road rehabilitation and maintenance projects.

D. As the Parties’ working knowledge and experience with the Transportation Surtax program has increased, the Parties have determined it would be beneficial to fully restate the ILA, including (i) to address the status of the remaining Cycle 1 Projects and the ability of County to terminate such projects that are not under a Surtax Funding Agreement; (ii) to reprioritize the current distribution of Transportation Surtax funding to Municipalities among Community Shuttle, Capital Projects, and Rehabilitation and Maintenance (R&M) Projects; (iii) to provide for a new Formula-based Funding model as defined in Section 4.3.1. for R&M Projects and On-Demand Transportation during County Fiscal Years 2026 to 2032, subject to availability of

Transportation Surtax funding; (iv) to create new means of allowing Municipalities the ability to obtain Transportation Surtax funding to be used as required local match in relation to state and federal appropriations and grants; (v) to streamline the manner by which projects funded by the Transportation Surtax are placed under Surtax Funding Agreements; (vi) to provide Municipalities with flexibility on how each will use Formula-based Funding from the Transportation Surtax; (vii) to permit multiple Municipalities to collaborate on the joint management of their Community Shuttle programs; (viii) to permit the ILA to be more easily modified, if and as required, to more efficiently and effectively distribute the Transportation Surtax Proceeds committed to Municipalities; and (ix) to describe the role that the BCCMA will have in connection with certain parts of the programs established between County and Municipalities.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree to amend and restate the Interlocal Agreement, in its entirety, as follows:

ARTICLE 1. RECITALS; DEFINITIONS; AND EXHIBITS

1.1. Recitals. The above-stated Recitals are true and correct and are incorporated herein by this reference.

1.2. Definitions. The terms below have the following meanings as used in this 2025 ILA:

1.2.1. ***Adopted Municipal Transportation Surtax Funding*** means the percentage and dollar amount of Transportation Surtax Proceeds that is anticipated by County to be received in the applicable Fiscal Year and that is budgeted in the subsequent Fiscal Year's County budget, as adopted by the County Commission, to be used for Community Shuttle and Eligible Municipal Projects for the applicable County Fiscal Year budget.

1.2.2. ***Annual True-Up*** means County's annual determination (typically to occur in April or May of each year after the annual financial audit of the Transportation Surtax funds received in the prior Fiscal Year) of whether the County satisfied its Minimum Annual Guarantee commitment in the prior Fiscal Year. For example purposes, in April/May 2026, the results from the Fiscal Year 2025 annual financial audit will be completed and a determination will be made as to whether County met the Minimum Annual Guarantee commitment for Fiscal Year 2025.

1.2.3. ***Applicable Law*** means all applicable laws, codes, advisory circulars, rules, regulations, and ordinances of any federal, state, county, municipal, or other governmental entity, including without limitation the Americans with Disabilities Act of 1990 ("ADA"), as each may be amended.

1.2.4. ***CBE*** means a County Business Enterprise, as defined in Section 1-81.1, Broward County Code of Ordinances.

1.2.5. **Centerline Miles** means the aggregate length of roads under the jurisdiction of a Municipality, regardless of the number of lanes in such roads, as reported and updated by FDOT, typically on an annual basis.

1.2.6. **Community Shuttle** means the capital and operating expenses associated with existing, new, and/or expanded public transportation services, operated by one or more Municipalities within their jurisdictions, that supplement fixed-route mass transit service and that are available to persons traveling within the applicable Municipality or Municipalities.

1.2.7. **County Commission** means the Broward County Board of County Commissioners.

1.2.8. **Cycle 1 Ranked Projects** means the municipal projects not currently under a Surtax Funding Agreement listed in **Exhibit A** to this 2025 ILA.

1.2.9. **Effective Date** means the date of complete execution of this 2025 ILA by County, the BCCMA, and by such Municipalities that both (i) constitute a majority of the Municipalities that are a party to the Original ILA, as amended by the First Amendment and the Second Amendment, and (ii) cumulatively represent more than 50% of County's total population.

1.2.10. **Eligible Municipal Project** means a Municipal Capital Project, Municipal R&M Project, or On-demand Transportation Services that, pursuant to Section 212.055(1)(d), Florida Statutes, is statutorily eligible to receive funding from the Transportation Surtax pursuant to this 2025 ILA.

1.2.11. **FDOT** means the Florida Department of Transportation.

1.2.12. **Fiscal Year** means County's fiscal year, which begins on October 1 of each year and ends on September 30 of the following calendar year.

1.2.13. **MAP Administration** means County's Mobility Advancement Program Administration staff.

1.2.14. **Minimum Annual Guarantee** means County's commitment to utilize at least ten percent (10%) of the Transportation Surtax Proceeds to fund, collectively, Community Shuttle and Eligible Municipal Projects pursuant to the terms and conditions of this 2025 ILA.

1.2.15. **Municipal Capital Project Tails** means the remaining phases (e.g., design and/or construction) of Cycles 3 through 5 of Municipal Capital Projects that were approved for Transportation Surtax funding as of the Effective Date, but that included a future phase that was not included in an existing Municipal Five-Year Plan as of the Effective Date.

1.2.16. **Municipal Capital Projects** means design and/or construction phase municipal capital improvement projects for transportation purposes, including new or expanded roads, sidewalks, bike paths, bridges, transportation facilities (e.g., bus shelters, etc.), permanent transportation assets (e.g., motorized/non-motorized sensors), and similar transportation elements. Municipal Capital Projects do not include planning projects.

1.2.17. **Municipal Five-Year Plan** means the program of Transportation Surtax-funded Eligible Municipal Projects over a rolling period of the next five Fiscal Years, which program is subject to County Commission decisions regarding budgeting and appropriation of Transportation Surtax Proceeds for each applicable Fiscal Year. A Fiscal Year reference to a Five-Year Plan means the plan for the five years commencing with the stated Fiscal Year, such that “Fiscal Year 2025 Five-Year Plan” means the Five-Year Plan for the period that begins on October 1, 2024, and ends on September 30, 2029.

1.2.18. **Municipal Capital Project Contingency** means Transportation Surtax Proceeds allocated by the County Commission for the purpose of covering unforeseen Municipal Capital Project costs in a project’s construction phase (e.g., tariffs, inflation/cost escalation, etc.), up to either a maximum of five percent (5%) of the total cost of construction or such higher maximum not-to-exceed amount if approved by County pursuant to Section 4.4.4.

1.2.19. **Municipal R&M Projects** means Eligible Municipal Projects that involve the rehabilitation of a road or other transportation-related capital improvement (e.g., sidewalks, bike paths, road and roadway lighting, road drainage, bus shelter, etc.) or asset (e.g., motorized/non-motorized sensors, etc.) to restore it to a safe and functional condition and/or preventative maintenance of any of the foregoing to preserve it from failure or decline. Municipal R&M Projects do not include, without limitation: mowing; tree trimming; pressure cleaning; painting; irrigation repairs; landscaping repairs and maintenance; cleaning and maintenance of catch basins, storm drains, and pipes; or any rehabilitation and maintenance of pathways or greenways that are purely recreational in nature and not for transportation purposes (including but not limited to self-contained (i) sidewalks, (ii) greenways, (iii), running paths, or (iv) cycling paths).

1.2.20. **Municipal Single Point of Contact** means an individual municipal employee designated in writing by the applicable Municipality to the BCCMA to represent its interests; send and receive communications related to the surtax program; and communicate regarding the Municipality’s approved surtax projects, services, and initiatives.

1.2.21. **New Municipal Capital Projects** means all Municipal Capital Projects other than (a) each Municipal Capital Project approved during Cycles 1 through 5, and (b) Municipal Capital Project Tails.

1.2.22. **On-demand Transportation Services** shall have the meaning as provided in Section 212.055(1)(e), Florida Statutes, as may be amended. As of the Effective Date, the term “On-demand Transportation Services” means transportation provided between flexible points of origin and destination selected by individual users with such service being provided at a time that is agreed upon by the user and the provider of the service and that is not fixed-schedule or fixed-route in nature.

1.2.23. **Oversight Board** means the Independent Transportation Surtax Oversight Board established by the Transportation Surtax Ordinance.

1.2.24. **Road** shall have the general meaning as stated in the Florida Transportation Code, Section 334.03(22), Florida Statutes, as amended. As of the Effective Date, “road” means “a way open to travel by the public, including, but not limited to, a street, highway, or alley.” Absent express conflicting modification to that statutory definition of “road,” for the purposes of this 2025 ILA: a “road” includes, without limitation, a roadway (i.e., a road meant for vehicular travel), a bicycle path, a sidewalk, or other modality whereby pedestrians, cyclists, or drivers of motorized vehicles may travel from one place to another. Notwithstanding anything to the contrary in the Florida Transportation Code definition of “road,” for purposes of this 2025 ILA, a “road” does not include, among other things, privately owned roads or roadways, privately owned rights-of-way, roads or roadways within gated communities, self-contained pathways such as running/walking tracks, self-contained bicycle pathways (such as biking courses within parks), or other pathways intended primarily for recreational (rather than transportation) purposes.

1.2.25. **Surtax Funding Agreement** means an interlocal agreement executed by County and the applicable Municipality, pursuant to Section 212.055(1), Florida Statutes, in the form acceptable to County, that provides for the remittance of Transportation Surtax funds to the Municipality for a specific Eligible Municipal Project or expenditure.

1.2.26. **Transportation Surtax Proceeds**, except where the context indicates otherwise, means the amount of Transportation Surtax funds County received for the applicable Fiscal Year from the Florida Department of Revenue, exclusive of the five percent (5%) set-aside amount required by Section 129.01(2)(b), Florida Statutes.

1.3. Exhibits. The following exhibits are incorporated into this 2025 ILA:

Exhibit A	Cycle 1 Ranked Projects Not Under a Surtax Funding Agreement
Exhibit B	Fiscal Year 2026 Formula-based Funding Amounts
Exhibit C	List of Municipal Capital Project Tails
Exhibit D	Municipal Projects Awarded for Fiscal Years 2020 – 2029

ARTICLE 2. ELIGIBLE MUNICIPAL PROJECTS

To constitute an Eligible Municipal Project, in addition to meeting the requirements contained within Section 212.055(1), Florida Statutes, the proposed project must meet the following eligibility criteria, as applicable:

2.1. Primarily Public Benefit: No proposed Eligible Municipal Project relating to a road is eligible for Transportation Surtax funding unless the primary benefit of such project is associated with a public road or public right-of-way. Proposed projects located within gated communities and other nonpublic roads or nonpublic rights-of-way are not eligible for funding under this 2025 ILA.

2.2. Street Lighting: A proposed Eligible Municipal Project that includes improvements to lighting systems is only eligible if it illuminates the road or public right-of-way primarily for the benefit of vehicles, pedestrians, or bicyclists. Such street lighting work may be a component of a Municipal Capital Project that included phases that were funded earlier with Transportation Surtax funds and/or different funding source. Municipalities must obtain a lighting justification report consistent with any applicable written County and FDOT policies as well as the criteria outlined in the version of the Florida Greenbook in use at the time the design and construction work are being performed.

2.3. Drainage: Public road stormwater drainage system improvements are eligible to the extent the applicable Municipality obtains certification from a licensed Florida professional engineer stating that the drainage improvements primarily address stormwater runoff from public property onto a public road or public right-of-way. Drainage improvements onto or from private roads and/or developments may have partial eligibility if the drainage improvements primarily benefit a public road or right-of-way.

2.4. Sound Walls: Noise abatement projects involving the construction or improvement to sound walls are only eligible for Transportation Surtax funding if the requested sound wall: (1) (a) is part of an Eligible Municipal Project involving the addition of through lanes to an existing roadway; (b) alters the roadway alignment significantly; or (c) involves the construction of a new roadway; and (2) is also consistent with any applicable written County and FDOT policies as well as the criteria outlined in the version of the Florida Greenbook in effect at the time the project design and construction work are being performed.

2.5. Fiber-Optic Improvements/Real-time Transportation Signage: A proposed Eligible Municipal Project relating to the installation or improvement to real-time transportation signage (e.g., traffic warnings, notifications of roadway closures, etc.) that involves fiber-optic improvements or connections is eligible for Transportation Surtax funding only if access to the fiber-optic system has received written approval from all entities that are responsible for maintaining and operating that fiber-optic system.

2.6. Landscaping: Landscaping improvements are only eligible if within the public road right-of-way immediately adjacent to the road improvement project at issue. Such landscaping improvements may be a component of a Municipal Capital Project that included phases that were funded earlier with Transportation Surtax funds and/or different funding source.

2.7. Parking: Improvements used for park-and-ride (or other transit-oriented development parking) that serves the public are eligible, provided that any parking fees charged that exceed the actual costs of operating and maintaining the facility may only be utilized for transportation-related improvements within the applicable Municipality and provided such improvements, if Transportation Surtax funding had been sought, would have been eligible for Transportation Surtax funding.

2.8. ADA Accommodations: Components of Eligible Municipal Projects involving improvements to roads for purposes of ADA compliance are eligible for Transportation Surtax funding.

2.9. Safety Assets: Proposed Eligible Municipal Projects involving traffic calming improvements (i.e., speed control devices or improvements that otherwise comply with Applicable Law other than cameras used to issue citations) on a public road or right-of-way are eligible.

2.10. Decorative Elements/Functional Public Art: Proposed Eligible Municipal Projects that include decorative elements and/or functional public art (e.g., pavers for crosswalks, decorative wayfinding signage for roads, decorative sidewalk benches, artistic road lights, decorative shade structures over sidewalks or public transit shelters, etc.) are eligible for partial Transportation Surtax Funding in an amount equal to the cost of the standard, nondecorative/nonartistic alternative for design and/or construction (as applicable), and provided that Municipality's engineer of record attests in writing that the decorative/functional public art component has a useful life that is at least as long as the standard, nondecorative/nonartistic alternative. Municipalities are encouraged to coordinate the inclusion of decorative elements and/or functional public art components with applicable County agencies (e.g., the Cultural Division, the Public Works Department, etc.).

ARTICLE 3. STATUS AND TERMINATION OF CYCLE 1 RANKED PROJECTS

As of the Effective Date, the Cycle 1 Ranked Projects shown on Exhibit A are not currently under a Surtax Funding Agreement. MAP Administration may, in its discretion, after consultation with the affected Municipality, terminate any such project unless, within ninety (90) days after the Effective Date, Municipality and County have entered into a Surtax Funding Agreement for that project. MAP Administration shall provide the Municipality with at least thirty (30) days' advance written notice of any intention to terminate a Cycle 1 Project pursuant to this section.

Should Municipality believe it has good cause for an extension beyond the ninety (90) day period provided for in this section and disagree with MAP Administration's decision to terminate a

project, Municipality may seek an extension from the County Administrator for up to an additional ninety (90) day period. To exercise this right to seek an extension for such projects, Municipality must provide written notice to MAP Administration between the date it receives the written notice of MAP Administration's intent to terminate but prior to the effective date of termination. Municipality's written request for additional time must include all supporting documentation Municipality believes should be considered as part of the request and must be received by MAP Administration at least fifteen (15) days prior to the noticed date of termination; if such a request and supporting documentation is timely received, the cancellation will be suspended pending consideration of the request by the County Administrator, whose decision regarding the extension request shall be final and not subject to further review. If the County Commission amends the Transportation Surtax Ordinance to authorize the Oversight Board to perform the functions of County Administrator set forth in this section regarding review and consideration of extension requests, all references to the County Administrator in this section relating to extension requests shall be automatically replaced with "Oversight Board."

Notwithstanding the foregoing, any Cycle 1 Ranked Project not under a Surtax Funding Agreement that was completed by a Municipality with a funding source other than the Transportation Surtax may be terminated by MAP Administration at any time with at least thirty (30) days' written notice to Municipality, and such termination shall not be subject to further review or consideration.

All appropriated funds from Cycle 1 Ranked Projects terminated pursuant to this section will be reallocated to Municipalities for Eligible Municipal Projects in the next Fiscal Year as part of the Adopted Municipal Transportation Surtax Funding. Such reallocated funds have already counted towards a prior Fiscal Year's Minimum Annual Guarantee and shall therefore not count towards County's Minimum Annual Guarantee obligations for the next Fiscal Year.

All existing Cycle 1 Ranked Projects shall no longer be eligible to receive separate cost escalation funding from County and the contingency provisions in Section 4.4.4 shall apply.

ARTICLE 4. ELIGIBLE MUNICIPAL PROJECTS AND FUNDING PRIORITIES

4.1. Funding Priorities. Each Fiscal Year, and subject to County's commitment to provide Municipalities at least the Minimum Annual Guarantee, County will advise Municipalities in writing of the Adopted Municipal Transportation Surtax Funding for the upcoming Fiscal Year and the method by which such funding will be divided between the various types of Eligible Municipal Projects, based on the following prioritization:

- **Fiscal Years 2026-2029**
 - **Priority 1:** Community Shuttle as described in Section 4.2. below.
 - **Priority 2:** Existing Eligible Municipal Projects contained in then-current Municipal Five-Year Plan.
 - **Priority 3:** Formula-based Funding for Municipal R&M Projects and On-Demand Transportation Services as described in Section 4.3. below.
 - **Priority 4:** Grant Match Program as described in Section 4.5 below.

- **Fiscal Years 2030-2033**
 - **Priority 1:** Community Shuttle as described in Section 4.2 below.
 - **Priority 2:** Municipal Capital Project Tails as described in Section 4.4 below.
 - **Priority 3:** Formula-based Funding for Municipal R&M Projects and On-Demand Transportation Services as described in Section 4.3 below.
 - **Priority 4:** Grant Match Program as described in Section 4.5 below.
- **Fiscal Years 2034-2048**
 - **Priority 1:** Community Shuttle as described in Section 4.2 below.
 - **Priority 2:** Formula-based Funding for Municipal R&M Projects and On-Demand Transportation Services as described in Section 4.3 below.
 - **Priority 3:** Grant Match Program as described in Section 4.5 below.
 - **Priority 4:** New Municipal Capital Projects as described in Section 4.4 below.

Notwithstanding the prioritization schedule above or any other provision of this 2025 ILA, County shall have no obligation to fund the Municipalities any amounts over the Minimum Annual Guarantee in any Fiscal Year.

4.2. Community Shuttle.

4.2.1. Community Shuttle Funding. A portion of the Transportation Surtax Proceeds will be used to directly fund the applicable Municipalities for the operating, maintenance, and capital costs of existing, expanded, and new Community Shuttle in the amounts provided for in separate Community Shuttle interlocal agreements between each Municipality and County. Funding of Community Shuttle from Transportation Surtax Proceeds is not subject to an evaluation or ranking process (whether by County or any County vendor). Unless otherwise agreed in writing by County, to be eligible for Transportation Surtax Proceeds, a Municipality's Community Shuttle must meet or exceed the minimum passengers per revenue service hour per route or such other County-imposed standards for the applicable Fiscal Year(s). County may, in its sole discretion, modify these standards based on future population and ridership and future County needs. County's Transportation Department participates in the administration of the Community Shuttle program and allocated Community Shuttle funding is included in the Transportation Department's annual Fiscal Year budget. County may suspend minimum ridership standards at any time because of interruptions due to hurricane, other natural disasters, or other unexpected conditions, as deemed appropriate by the County Commission.

4.2.2. Joint Municipal Community Shuttle. Subject to written approval by County's Transportation Department's Director or their written designee, Municipalities may jointly develop a Community Shuttle that crosses municipal jurisdictions. For such joint Municipal Shuttle programs, the written agreement with County must include all

participating Municipalities as parties but will identify one (1) Municipality as the primary administrator and main point of contact for that joint Community Shuttle program.

4.3. Formula-based Funding for Municipal R&M Projects/On-demand Transportation Services.

4.3.1. Purpose of Formula-based Funding. The goal of formula-based funding as set forth herein ("Formula-based Funding") is to ensure that each Municipality receives funding every year to be utilized: (a) to supplement (and not to supplant) their existing municipal budgets for Municipal R&M Projects; and/or (b) for On-demand Transportation Services, in accordance with this 2025 ILA.

4.3.2. Annual Formula-based Funding. Commencing for Fiscal Year 2026 and continuing for each Fiscal Year through Fiscal Year 2033, County will determine the amount of and set aside Formula-based Funding from available Transportation Surtax funds based on amounts appropriated but unused from previous years' Eligible Municipal Projects (e.g., differential between contracted amounts for Community Shuttle and amount actually expended, cost savings on projects that were completed under budget, etc.). For Fiscal Year 2034 through Fiscal Year 2048, Formula-based Funding shall be set at sixty percent (60%) of the remaining Adopted Municipal Transportation Surtax Funding after deducting the full maximum contracted amount for all Municipalities' Community Shuttle. For each Fiscal Year, Formula-Based Funding will be allocated among the Municipalities based on the number of Centerline Miles in each Municipality as identified in the most recent report from FDOT. The distribution of Formula-based Funding for Fiscal Year 2026 (which is based on Fiscal Year 2023 reporting to FDOT) is shown on Exhibit B. Each Fiscal Year, on or about July 31, County will advise Municipalities of County's then-known best estimate of Formula-based Funding that each Municipality will be eligible to receive for Municipal R&M Projects and On-demand Transportation Services for the upcoming Fiscal Year.

4.3.3. Minimum Requirements for Formula-based Funding for Municipal R&M Projects. Formula-based Funding that a Municipality elects to use for Municipal R&M Projects is intended to supplement, and not supplant, the amounts Municipality already spends from non-Transportation Surtax revenue sources for such activities. Supplanting occurs when a Municipality reduces its use of non-Transportation Surtax funds for activities that would otherwise qualify as a Municipal R&M Project because Transportation Surtax funds are available (or expected to be available) to fund that same project or activity. Supplementing occurs when Transportation Surtax funds are provided to a Municipality for Municipal R&M Projects to enhance existing projects, to undertake new projects, or accelerate projects planned in future Fiscal Years. Contemporaneous with a Municipality's submission of its list of proposed Municipal R&M Projects each Fiscal Year, Municipality shall, through its Municipal Single Point of Contact or another individual specifically authorized by the Municipality's elected body, represent and warrant in writing to County that Formula-based Funding for Municipal R&M Projects will not be used to supplant non-Transportation Surtax projects approved and/or adopted in the Municipality's budget. County may annually audit each Municipality's compliance with the requirements of this

section. A Municipality using the Formula-based Funding for Municipal R&M Projects that are currently budgeted may be evidence of supplanting. If County determines at any time that any Municipality has utilized Formula-based Funding to supplant funding for activities from non-Transportation Surtax funding, then County may, in the County Administrator's discretion, withhold future Formula-based Funding up to the amount determined to have been supplanted in the applicable Fiscal Year(s). If circumstances outside the reasonable control of Municipality render it unable to meet the requirements contained in this section in a given Fiscal Year (e.g., change in law regarding ad valorem taxation; act of God causing emergency expenditure of non-Surtax dollars by Municipality such as a hurricane or tropical storm; etc.), or if a Municipality believes that other good cause exists for it to be able to use Formula-based Funding for a Fiscal Year for a Municipal R&M Project that is in that Municipality's adopted budget for that same Fiscal Year, Municipality may request in writing from the County Administrator to have the requirements contained in this section waived or modified for that Fiscal Year, which waiver or modification may be granted or denied, in whole or in part, in the County Administrator's sole discretion.

4.3.4. Application, Review, and Approval of Municipal R&M Projects. Within thirty (30) days after County provides Municipalities with the amounts for Formula-based Funding for the upcoming Fiscal Year, each Municipality must submit, on a form approved by MAP Administration, a list of proposed Municipal R&M Projects on which Municipality intends to utilize its Formula-based Funding for the upcoming Fiscal Year. The list must include at least the following details for each proposed Municipal R&M Project: (i) a description of the geographic areas of the project; (ii) the anticipated start and completion date of work to be performed in connection with the project; (iii) the proposed CBE commitment for the project, which shall be at least the minimum requirements provided for in this 2025 ILA; and (iv) such other details as may be requested by MAP Administration. Upon receipt of the list, County will review the proposed projects for eligibility pursuant to Section 212.055(1)(d), Florida Statutes, and this 2025 ILA, and to determine whether the projects or proposed timing will create negative impacts, including but not limited to potential conflicts with other proposed or ongoing projects (whether municipal, county, state, or federal). Within sixty (60) days after receipt of each Municipality's list, MAP Administration shall notify Municipality, in writing, if (a) the projects are approved as submitted (in which case MAP Administration shall advise what the CBE goals, if any, are required for the project(s)); (b) the projects have been found statutorily eligible or ineligible (in whole or in part) for Transportation Surtax funding; and/or (c) a conflict with another project exists. If a proposed project is deemed statutorily ineligible for funding or a conflict with another project exists, MAP Administration will advise Municipality that it may either delay the commencement date or submit a replacement project (as applicable).

4.3.5. Deferral of Formula-based Funding for Municipal R&M Projects. A Municipality may elect, in any given Fiscal Year, to defer receipt of its Formula-based Funding for Municipal R&M Projects to allow it to receive a larger sum in such later Fiscal Year and

permit it to perform larger Municipal R&M Projects. A Municipality that wishes to defer its Formula-based Funding pursuant to this section must provide MAP Administration with written notification of its intention to defer within sixty (60) days after County notifies Municipality of its Formula-based Funding amount for that Fiscal Year; election to defer does not alleviate Municipality's obligation to timely provide the project details required in Section 4.3.4 above in the Fiscal Year it intends to use the deferred funding. Municipality may, with timely notice to MAP Administration, defer its Formula-based Funding for Municipal R&M Projects for up to three (3) consecutive Fiscal Years. Deferral requests for more than three (3) consecutive Fiscal Years and up to five (5) consecutive Fiscal Years are subject to review and approval of the County Administrator, in their discretion. No Municipality may seek a deferral of Formula-based Funding for more than five (5) consecutive Fiscal Years after the Fiscal Year that Municipality was scheduled to receive such funding. Deferred funds that would otherwise have been allocated to Municipality for R&M Projects but for Municipality's deferral request will be held by County until the Fiscal Year following the deferral period. Such deferred funds will be counted towards the Minimum Annual Guarantee in the Fiscal Year(s) the funds would have been paid to the Municipality but for the deferral request and shall not count towards the Minimum Annual Guarantee in the Fiscal Year(s) such amounts are paid as a result of the deferral request. Deferrals pursuant to this section shall affect only the timing of Municipality's receipt of the Formula-based Funding and shall not impact the amounts allocated to Municipality pursuant to Section 4.3.2. above.

4.3.6. On-demand Transportation Services. Each Municipality shall have the discretion to utilize all or some of its annual Formula-based Funding for On-demand Transportation Services as it deems appropriate, subject to Municipality entering into a written agreement with the On-demand Transportation Service provider and further subject to meeting the eligibility criteria and other requirements stated in this 2025 ILA and the provisions of this section:

4.3.6.1. A Municipality with an existing Community Shuttle may not terminate or reduce the services associated with that program and replace it with On-demand Transportation Services except with the prior written consent of County's Transportation Department Director or written designee, and until after all vehicles purchased for Municipality's Community Shuttle program (including any applicable joint Community Shuttle program) have met or exceeded the minimum useful life expectancy under applicable Federal Transportation Administration ("FTA") regulations and guidelines (currently five (5) years in service and at least two hundred fifty thousand (250,000) miles).

4.3.6.2. Municipality represents and warrants that its agreements with any On-demand Transportation Services provider and all vehicles used by such provider will at all times comply with all Applicable Law, including without limitation all FTA drug and alcohol testing requirements for transit operators, the ADA, and (to the extent applicable) Florida law regarding the operation of low-speed vehicles. In

addition, Municipality agrees that each contract it enters into with an On-demand Transportation Services provider includes a requirement that the provider obtain and maintain automobile business liability insurance (including owned, hired, non-owned, scheduled) in an amount not less than one million dollars (\$1,000,000) per occurrence for property damage and not less than one million dollars (\$1,000,000) per occurrence for bodily injury, with both Municipality and County named as additional insureds under such policies.

4.3.6.3. Prior to the commencement of On-demand Transportation Services funded by Transportation Surtax Proceeds, each Municipality shall provide County, on a form approved by MAP Administration, the name of each On-demand Transportation Services provider with which it has contracted to perform such services, a copy of the contract with such provider, the provider's Certificate of Insurance, and such other information as may be requested by MAP Administration.

4.3.6.4. Each Municipality utilizing Transportation Surtax Proceeds to provide On-demand Transportation Services is solely responsible for administering all contracts it has entered with providers of such services and shall, to the maximum extent allowable under Applicable Law, indemnify, defend, and hold County harmless from all claims, causes of action, and damages of any kind associated with such On-demand Transportation Services.

4.3.7. Payment of Formula-based Funds; Return of Unused Funds. Except if a Municipality has elected to defer receipt of Formula-based Funding for a specific Fiscal Year as provided for in Section 4.3.5, each Municipality will receive its annual Formula-based Funds, in full, within forty-five (45) days after County's approval of Municipality's list of proposed Municipal R&M Projects and On-demand Transportation Services (if applicable). If a Municipality does not wish to receive advance funding and would rather receive its Formula-based Funding quarterly throughout the Fiscal Year on a reimbursement basis, the Municipality may make such request in writing to the County Administrator, who shall have the authority, in their discretion, to approve or reject such request. If a Municipality does not fully encumber all Formula-based Funds in a single Fiscal Year (i.e., not committed to an approved project already under contract), within thirty (30) days after the issuance of Municipality's annual comprehensive financial report, Municipality shall notify the County in writing regarding the status of such unencumbered funds and may request to have those unencumbered funds rolled over to the next Fiscal Year so that the project(s) on which such funds were intended to be used can be completed. The County Administrator, upon receipt of the Municipality's request, may either approve the rolling over of such funds to the same project, which must be completed within the next Fiscal Year, or direct in writing that such unencumbered funds be returned to County within sixty (60) days of such written direction, and such funds may be reallocated by County towards approved Municipal R&M Projects and On-demand Transportation Services for the next Fiscal Year (e.g., a refund of Formula-based Funding

received for Fiscal Year 2026 may be requested by the Municipality for Municipal R&M Projects and On-demand Transportation Services for Fiscal Year 2027).

4.3.8. Small Municipality Formula-based Funding Enhancement. A Municipality that has less than or equal to one percent (1%) of Centerline Miles within Broward County and does not, as of the Effective Date, have a Community Shuttle operating within the Municipality, may elect, at any time, to permanently waive for the term of this 2025 ILA the ability to seek funding for Community Shuttle, the Grant Match Program, and for New Municipal Capital Projects. Such waiver must be in writing, approved by the elected body of Municipality, and delivered to MAP Administration. Should a Municipality provide County with such a waiver, that Municipality's annual Formula-based Funding amount will be increased by an amount equal to the percentage of Centerline Miles owned by that Municipality, divided by the total number Centerline Miles within all Municipalities, and then multiplied by the total amount funded that Fiscal Year for Municipal R&M Projects, On-demand Transportation Services, and the Grant Match Program. For example, if Municipality has 0.5% of the Centerline Miles located within all Municipalities within Broward County, and \$40 million is allocated that Fiscal Year for Municipal R&M Projects and On-demand Transportation Services and the Grant Match Program, the increase in Municipality's Formula-based Funding for that Fiscal Year will be \$200,000 (i.e., \$40 million x 0.5%).

4.4. Funding of Municipal Capital Projects and Municipal Capital Project Tails.

4.4.1. Municipal Capital Projects with Existing Surtax Funding Agreements. Municipalities seeking funding for the next phase(s) of previously approved Municipal Capital Projects that are included in the current or prior Municipal Five-Year Plans and that are already under a Surtax Funding Agreement as of the Effective Date must enter into a new Surtax Funding Agreement that will govern all future phases of that project.

4.4.2. Municipal Capital Projects without a Surtax Funding Agreement. Municipal Capital Projects that have not been the subject of a Surtax Funding Agreement prior to the Effective Date must have a fully executed Surtax Funding Agreement in order to be funded with Transportation Surtax Proceeds.

4.4.3. Municipal Capital Project Tails. Municipal Capital Projects that were approved for planning or design phases prior to the Effective Date, and for which subsequent phases were not included in any Municipal Five-Year Plan prior to the Effective Date, will be prioritized for funding of subsequent phases in future Fiscal Years, subject to the processes described in this section. A list of these projects and currently recommended funding amounts is attached as Exhibit C. Each Fiscal Year, MAP Administration will conduct a readiness review of the projects identified in Exhibit C and identify which

projects are able to receive funding and identify the anticipated Fiscal Year in the Five-Year Plan in which funding will be provided.

4.4.4. Municipal Capital Project Contingency; Cost Escalation. Municipal Capital Project Contingency will only apply to or be available to fund construction-phase Municipal Capital Projects. Contingency amounts included in any Surtax Funding Agreement will be part of the maximum not-to-exceed Transportation Surtax funding amount for that phase of the project, inclusive of any Transportation Surtax funding rolled over from previous phases. A Municipality may request that additional Municipal Capital Project Contingency be added to a Surtax Funding Agreement above and beyond the maximum not-to-exceed amount of Transportation Surtax funding awarded for the project during the negotiation of the Surtax Funding Agreement. If there are appropriated but unallocated Transportation Surtax Funds within the Adopted Municipal Transportation Surtax Funding, the County Administrator may, in their sole discretion and on a case-by-case basis, agree to include in the Surtax Funding Agreement a line item for Municipal Capital Project Contingency up to a maximum amount not-to-exceed twenty-five percent (25%) of the Transportation Surtax-funded portion of the Municipal Capital Project. The Transportation Surtax funds associated with Municipal Capital Project Contingency are payable on a reimbursement basis and may only be requested by Municipality after all work on the applicable project has been completed, as documented by final invoices for the project and certifications of completion from Municipality (including attestations from Municipality's project manager or engineer of record on the applicable project).

4.5. Grant Match Program. Commencing in Fiscal Year 2026 and continuing each subsequent Fiscal Year through Fiscal Year 2033, subject to the prioritization schedule shown in Section 4.1, County may allocate a portion of Adopted Municipal Transportation Surtax Funding towards a Grant Match Program. For Fiscal Year 2034 through Fiscal Year 2048, Grant Match Program funding shall be set at forty percent (40%) of the Adopted Municipal Transportation Surtax Funding after deducting the full maximum contracted amount for all Municipalities' Community Shuttle. The purpose of the Grant Match Program is to allow Municipalities to seek Transportation Surtax funds for use toward required local match amounts in connection with state or federal grant funding or appropriations for otherwise Eligible Municipal Projects. In addition to all other requirements contained in this 2025 ILA, the following shall apply to the Grant Match Program:

4.5.1. Each Municipality seeking funding from the Grant Match Program for an Eligible Municipal Project shall submit an application to MAP Administration providing details of the proposed Eligible Municipal Project for which funding is sought including, without limitation: (a) the geographic area where the project will be constructed; (b) the proposed start and completion date of the project; (c) the state or federal grant program or appropriation; (d) a copy of the grant application or notice of funding award (if applicable); and (e) such other information as MAP Administration may require.

4.5.2. Each proposed project is subject to County review for eligibility under Section 212.055(1)(d), Florida Statutes, and this 2025 ILA.

4.5.3. Approval may be subject to confirmation that the proposed project does not create deleterious competition to a project actively supported by County.

4.5.4. Each Municipality shall only be able to apply for funding from the Grant Match Program one (1) time each Fiscal Year. Multiple Municipalities may apply jointly for funding from the Grant Match Program for projects that are located within their collective jurisdictions. A joint application shall count as an application by each Municipality participating in the joint project.

4.5.5. To be eligible for funding through the Grant Match Program, the Municipality (or Municipalities, if a joint project) must pledge to fund at least twenty-five percent (25%) of the required local match from non-Transportation Surtax Funds.

4.5.6. Depending on availability of funds, County may, at the beginning of each Fiscal Year, establish and notify Municipalities of a per-project limit on match funding from the Grant Match Program.

Funding from the Grant Match Program is generally available on a first-come/first-served basis throughout the Fiscal Year. Funding from the Grant Match Program in the amount requested by each Municipality will be encumbered upon MAP Administration's approval of a completed Grant Match Program application. Municipality must notify MAP Administration in writing regarding the status of their grant or appropriation application no later than thirty (30) days after notices of award are announced by prospective grantors. If a Municipality is not awarded the state or federal grant or appropriation during that grant or legislative cycle, the Grant Match Program approval will be deemed cancelled and the encumbered funds will be made available to other Municipalities that wish to apply for funding from the Grant Match Program. If a Municipality receives a reduced amount of the grant or appropriation, the funding from the Grant Match Program will be reduced in a proportionate amount.

If Municipality is awarded a grant or appropriation for the Eligible Municipal Project and will receive funding from the Grant Match Program, in addition to all other obligations contained in the grant or appropriation agreement, Municipality must comply with all other requirements of this 2025 ILA in connection with its receipt of Transportation Surtax funding for that project, including the obligation to enter into a Surtax Funding Agreement for the project. To the extent there is any express, direct conflict between (a) the terms of this 2025 ILA and/or a Surtax Funding Agreement and (b) the requirements contained in any state or federal grant or appropriation (e.g., prohibitions or limitations on CBE or other County ordinance, etc.), the requirements of the federal or state grant or appropriation shall govern.

Commencing in March of each Fiscal year, MAP Administration will review the status of all previously approved Grant Match Program funding requests and cancel approvals of Grant Match Program funding under the following circumstances: (i) the grant or appropriation was not

awarded to the applicable Municipality; (ii) the Municipality's project was selected for the grant/appropriation but the award level is insufficient to allow the project to move forward without additional (and unavailable) non-Surtax funds from the Municipality; or (iii) the grant program ends without making an award. If a Grant Match Program approval is canceled, the Transportation Surtax funds associated with the County grant for that project will be unencumbered and be made available for other Eligible Municipal Projects, as more fully described in Section 4.6 below.

4.6. Unencumbered Grant Match Program Funds; New Municipal Capital Projects.

If approved Grant Match Program funding is unencumbered as provided in Section 4.5 above, MAP Administration will periodically notify the BCCMA in writing of the amount of funding that has become unencumbered and request that the BCCMA provide a written response regarding how such unencumbered funds should be utilized during the next Fiscal Year (i.e., reapplied to the Grant Match Program, used for additional Formula-based Funding for Municipal R&M Projects and On-demand Transportation Services, or dedicated to fund New Municipal Capital Projects through a competitive application process). If the BCCMA does not provide a written response to MAP Administration within sixty (60) days after receipt of the notice regarding the unencumbered funds, the County Administrator may, in their discretion, determine the disposition of such funds for Eligible Municipal Projects for the next Fiscal Year.

If the BCCMA advises that it wishes to have the unencumbered funds used to pay for New Municipal Capital Projects through a competitive application process, the BCCMA and MAP Administration will collaborate to establish the timeline for submission of such applications, the criteria to be utilized by the BCCMA to rank such applications, and any other material aspects of the program. The details regarding the application process and program will be distributed to all Municipalities at least sixty (60) days prior to the deadline for applications. All applications will be reviewed by County for eligibility for Transportation Surtax Funding pursuant to Section 212.055(1)(d), Florida Statutes, and the terms of this 2025 ILA. After eligibility determinations are made and the BCCMA completes its ranking process, the BCCMA shall provide the County Administrator with its list of recommended New Municipal Capital Projects. Any Municipality recommended for a New Municipal Capital Project that is ultimately approved by the County Commission for Transportation Surtax funding must enter into a Surtax Funding Agreement to receive Transportation Surtax funding.

ARTICLE 5. DISTRIBUTION OF TRANSPORTATION SURTAX PROCEEDS

5.1. County's Minimum Annual Guarantee; Project Funding; Annual True-Up.

5.1.1. For each Fiscal Year, the annual amount of Transportation Surtax appropriated for Eligible Municipal Projects shall be no less than the Minimum Annual Guarantee for the applicable Fiscal Year. Notwithstanding anything else stated in this 2025 ILA, the Parties acknowledge and stipulate that County has no obligation to fund Eligible Municipal Projects in any Fiscal Year in excess of the Minimum Annual Guarantee. In addition, the

Parties acknowledge and stipulate that County may in any Fiscal Year, without any further condition and in its sole discretion, utilize Transportation Surtax Proceeds in excess of the Minimum Annual Guarantee amount allocated to the Municipalities for that Fiscal Year to fund Eligible Municipal Project(s), whether or not the project(s) were ever ranked by the BCCMA and regardless of any ranking priority that had previously been assigned to the project(s). Further, the Parties agree that: (i) any Eligible Municipal Project's previous ranking does not apply to Municipal Capital Projects or Municipal R&M Projects that County elects to fund in excess of the Minimum Annual Guarantee; and (ii) County has complete discretion to fund any such Eligible Municipal Projects in excess of the Minimum Annual Guarantee if, and on such terms and conditions, that County chooses.

5.1.2. Each Fiscal Year, County shall perform an Annual True-Up comparing (i) the Adopted Municipal Transportation Surtax Funding for the previous Fiscal Year against (ii) the actual Transportation Surtax Proceeds received by County and (iii) the actual amount paid out to Municipalities for Eligible Municipal Projects.

5.1.2.1. If, as a result of the Annual True-Up, County determines that County received less Transportation Surtax Proceeds than anticipated and, as a result, the Adopted Municipal Transportation Surtax Funding paid to Municipalities in a Fiscal Year was more than the percentage of Transportation Surtax Proceeds that County advised Municipalities was committed by County to Municipalities for that Fiscal Year (such amount being the "Overpayment Amount"), County may, in the County Administrator's discretion, reduce the Adopted Municipal Transportation Surtax Funding in the next Fiscal Year or delay funding for Municipal Capital Projects (where: (a) a Surtax Funding Agreement for a construction phase has not been executed; or (b) the Municipality has not completed its solicitation or no Notice of Proceed to a contractor has been issued) until a future Fiscal Year, or a combination of both, provided the total amounts reduced or delayed does not exceed the Overpayment Amount. For example, if County anticipated to receive \$500 million in Transportation Surtax Proceeds for Fiscal Year 2025, and County committed 10% (\$50 million) to Municipalities for that Fiscal Year (so the Adopted Municipal Transportation Surtax Funding was budgeted at \$50 million), and upon completing the Annual True-Up in April/May 2026, County determined that only \$480 million in Transportation Surtax Proceeds were actually received by County in Fiscal Year 2025, County may reduce the Adopted Municipal Transportation Surtax Funding in Fiscal Year 2027 by the Overpayment Amount of \$2 million).

5.1.2.2. If, as a result of the Annual True-Up, County determines that either (i) more Transportation Surtax Proceeds were received by County than anticipated; or (ii) the full amount of Adopted Municipal Transportation Surtax Funding was not appropriated in that Fiscal Year for Community Shuttle and/or Eligible Municipal Projects (with the additional funds or the under-appropriated funds being the "Differential Amount"), then County, in its sole discretion, after

consultation with the BCCMA, will: (i) make funding available in the current Fiscal Year for Municipal Capital Project Contingency; and/or (ii) roll over funds to the next Fiscal Year to increase (a) the Formula-based Funding for Municipal R&M Projects and On-demand Transportation Services and/or (b) the funding of the Grant Match Program; the total additional funding available in the current Fiscal Year and the roll over funds to the next Fiscal Year shall not exceed the Differential Amount. For example, if County anticipated receiving \$500 million in Transportation Surtax Proceeds for Fiscal Year 2025, and committed 10% (\$50 million) in Transportation Surtax Proceeds to Municipalities for that Fiscal Year, and upon completing the Annual True-Up in April/May 2026, County determined that \$520 million in Transportation Surtax Proceeds was actually received in Fiscal Year 2025, County may add funding in Fiscal Year 2026 to Municipal Capital Project Contingency and/or increase the Adopted Municipal Transportation Proceeds in Fiscal Year 2027, up to an aggregate total of \$2 million. Any increase in funding to Municipalities due to the Annual True-Up shall not count towards the Minimum Annual Guarantee for the Fiscal Year in which the increase is made.

5.1.3. Upon a written request from a Municipality, County in its sole discretion may apply previously approved funding for a designated phase (i.e., planning and design) of an Eligible Municipal Project previously approved (whether during the term of this 2025 ILA or an earlier version of the ILA) to another phase of the same project (i.e., design or construction) if the following conditions are met: (i) the previously recommended phase(s) are completed or other circumstances render Transportation Surtax funding of those phase(s) futile (e.g., the phase was funded with non-Transportation Surtax funds); (ii) the replacement phase to be funded has been deemed by County to be statutorily eligible for Transportation Surtax funding; and (iii) Municipality demonstrates to MAP Administration that it has committed sufficient non-Transportation Surtax funds necessary to complete the replacement project phase. The funding amount previously approved for the replaced phase is the maximum amount that County will apply to the replacement phase. Any funding reallocated pursuant to this section shall be counted towards County's Minimum Annual Guarantee obligations for the applicable Fiscal Year that such funding was originally allocated.

5.1.4. The timing and process of funding any Eligible Municipal Project shall be consistent with Applicable Law, including Section 129.01, Florida Statutes. Transportation Surtax Proceeds shall not be utilized to fund any Eligible Municipal Project unless County has determined the project is legally eligible for funding with Transportation Surtax Proceeds. Notwithstanding anything in this 2025 ILA to the contrary, Transportation Surtax Proceeds may not be used to fund: (i) an Eligible Municipal Project submitted by a municipality that is not a party to this 2025 ILA; or (ii) any project (or element of a project) that is determined to be statutorily ineligible to be funded with Transportation Surtax Proceeds.

5.1.5. Reimbursements to Municipalities for Eligible Expenditures. Except for Formula-based Funding provided to Municipalities in accordance with this 2025 ILA, all other payments to Municipalities will be based on the funding schedule provided for in the applicable Surtax Funding Agreement (which may include advance funding and/or reimbursement-based funding). To the extent permissible under Applicable Law, the Surtax Funding Agreement may be executed after Municipality has expended non-Surtax funds on an Eligible Municipal Project but must be executed before County provides any Transportation Surtax funds for the Eligible Municipal Project, and the applicable Surtax Funding Agreement shall govern the eligibility (if any) of Municipality's earlier expenditures for reimbursement. Funding shall be limited to the funds budgeted and allocated for that project in the then-current Fiscal Year, as distributed by County consistent with this 2025 ILA.

5.2. County's Annual Budget and Five-Year Plan.

5.2.1. Minimum Annual Guarantee Satisfaction through Fiscal Year 2025. The Parties agree and stipulate that to the best of each Party's knowledge, funding allocated by County for Eligible Municipal Projects through the Effective Date meets all Minimum Annual Guarantee obligations through Fiscal Year 2025.

5.2.2. Fiscal Year Budgets and Five-Year Plans for Fiscal Year 2026 through 2033. For Fiscal Year 2026 and continuing through Fiscal Year 2033, in the normal course of County's annual budget and capital improvement planning process, County will, through the County Commission acting within its discretion, allocate funding for projects funded by the Transportation Surtax for the then-current Fiscal Year and approve a Five-Year Plan, including Eligible Municipal Projects and County projects planned to utilize Transportation Surtax funding.

5.2.3. County Commission Approval; Allocation for Eligible Municipal Projects. Through and including Fiscal Year 2033, MAP Administration will develop a proposed Municipal Five-Year Plan that includes at least the Adopted Municipal Transportation Surtax Funding, consistent with prior rankings made under the Second Amendment (subject to this 2025 ILA and any subsequent amendments) and County funding recommendations for the applicable Fiscal Years. MAP Administration will notify the BCCMA and Municipalities of County's proposed Municipal Five-Year Plan and the recommended municipal Transportation Surtax program for the applicable timeframe. As used in this 2025 ILA, an Eligible Municipal Project (including, as applicable, the designated phase of an Eligible Municipal Project) is "funded" when the allocation of funding for the Eligible Municipal Project (or the designated phase, as applicable) is included in County's adopted budget for that Fiscal Year. A list of all municipal Transportation Surtax funded projects (Municipal Capital Projects and Municipal R&M Projects) for Fiscal Years 2020 through 2029 are attached as Exhibit D.

5.2.4. County's Discretion to Reorder Funding of Eligible Municipal Projects. The Parties agree and stipulate that County, with written approval of the County Administrator or their written designee, under the circumstances set forth herein, may deviate from rankings of Eligible Municipal Projects to accelerate or delay funding of an Eligible Municipal Project for the applicable Fiscal Year with the goal of ensuring Transportation Surtax Proceeds are utilized legally, responsibly, efficiently, and with the least disruption to visitors, residents, and businesses. Deviations from rankings of Eligible Municipal Projects in one Fiscal Year shall not operate to automatically modify the order of priority for funding of Eligible Municipal Projects in any subsequent Fiscal Year, which decision shall remain with the County Administrator or their written designee and subject to the provisions of this section. If County uses its discretion pursuant to this section in any Fiscal Year, it shall provide written notice to the impacted Municipality(ies) of such deviation and the reason(s) for such deviation and commit to promptly fund any delayed Eligible Municipal Project(s) once the reason(s) for the deviation as stated in County's written notice are resolved, subject to the availability of Transportation Surtax funds committed by County for the applicable Fiscal Year. The circumstances under which County may exercise its discretion pursuant to this section include but are not limited to the following:

- a. Demonstrated need, documented in writing, to coordinate the construction timeline of the applicable Eligible Municipal Project and the timing of other projects that affect the same or nearby transportation elements, to avoid waste;
- b. The Eligible Municipal Project is scheduled for construction funding for that Fiscal Year but is not ready for construction to commence for any of the following reasons:
 - (i) The Municipality does not have 100% complete, signed, sealed, design plans and required construction documents for the project;
 - (ii) The Municipality has not obtained the written approval necessary to construct the project from the owner(s) of the impacted road(s);
 - (iii) Right-of-way required to construct the project has not been acquired;
 - (iv) The permits required to construct the project have not been obtained;
 - (v) The utility relocation required for the project to begin construction work has not been completed or a utility relocation plan has not yet been approved by all applicable entities;

(vi) Design plans for the Eligible Municipal Project materially change the project in ways that impact the construction phase or otherwise impact the project's statutory eligibility, as determined by the Transportation Surtax General Counsel;

(vii) Non-Transportation Surtax funding required to construct the project is not available; or

(viii) The construction of the project requires coordination with other projects being constructed in the area.

c. The applicable Municipality(ies) fails to execute or materially breaches a Surtax Funding Agreement or this 2025 ILA;

d. The timing of a Municipality's receipt of non-Transportation Surtax funding in the form of grants and/or appropriations necessitates modifying a project schedule; and/or

e. When necessary to comply with the laws, rules, court decisions, orders, and regulations of applicable governmental authorities.

5.3. County Discretion to Terminate Funding for Municipal Capital Projects. MAP Administration may, in its discretion, terminate funding for a Municipal Capital Project, in any phase, if (i) it fails to meet the construction-ready requirements listed in Section 5.2.4. above, or (ii) Municipality fails to enter into a Surtax Funding Agreement within 180 days after (a) the project's funding is appropriated by the County Commission, and (b) all prior phases and County reviews and approvals of the project have been completed (e.g., OESBD review, etc.). If a project is terminated, it will lose its ranking and its allocated funding will become available to fund other Eligible Municipal Projects for any of the applicable Municipalities in the then-current Fiscal Year or within two (2) Fiscal Years thereafter, whether through the Formula-based Funding or by additional funding being made available to the Grant Match Program or for Municipal Capital Project Contingency (construction projects only). Such reallocated funding from terminated projects shall count towards County's satisfaction of the Minimum Annual Guarantee in the Fiscal Year in which the funding was originally intended to be spent and not in the Fiscal Year in which it was reallocated to other Eligible Municipal Projects. A Municipality may elect to resubmit for consideration, in a subsequent Fiscal Year, an Eligible Municipal Project previously terminated by County. If Municipality disagrees with MAP Administration's termination of a project pursuant to this section, Municipality may, within fifteen (15) days after MAP Administration provides written notice to Municipality of termination, provide MAP Administration with written notice of its intent to seek further review of the termination and request for up to an additional ninety (90) day extension from County to either satisfy the conditions that were the basis of the determination to terminate or have the project be placed under a Surtax Funding Agreement, as applicable. Municipality shall, within thirty (30) days after timely providing notice of its intent to seek further review, provide MAP Administration with all documentation and other materials it wishes to have considered by the County Administrator. The decision of the County Administrator

on whether to confirm the termination or provide the extension to Municipality is final. If the County Commission amends the Transportation Surtax Ordinance to authorize the Oversight Board to perform the functions of County Administrator set forth in this section regarding review and consideration of extension requests, all references to the County Administrator in this section relating to extension requests shall be automatically replaced with "Oversight Board."

5.4. County's Discretion to Deliver an Eligible Municipal Project. County may elect, at any time prior to executing a Surtax Funding Agreement for the project and with the consent of the applicable Municipality(ies) (which consent shall not be unreasonably withheld), to have County or FDOT deliver any Eligible Municipal Project. County will provide written notice to the Municipality of its intent to deliver the project. In such circumstances, the funding that would have been provided to Municipality for it to deliver the Eligible Municipal Project will be retained by County and/or paid to FDOT for the construction of the project. Notwithstanding the delivery of an Eligible Municipal Project by County or FDOT, the funding for the project will be counted toward that Fiscal Year's satisfaction of County's Minimum Annual Guarantee obligations.

5.5. Surtax Funding Agreements. For each Eligible Municipal Project, the Municipalities shall receive Transportation Surtax Proceeds from County subject to and upon execution of a Surtax Funding Agreement between County and Municipality. Transportation Surtax-funded Eligible Municipal Projects must comply with the County Business Enterprise Program (in effect at the time the Surtax Funding Agreement is executed) and include a CBE goal as determined by the Office of Economic and Small Business Development. As of the Effective Date, each Eligible Municipal Project (other than On-demand Transportation Services) shall include, to the extent permitted by Applicable Law, at least a 30% CBE commitment of the Transportation Surtax Proceeds utilized for the project, unless such requirement is determined inapplicable by the Director of County's Office of Economic and Small Business Development or is modified or waived by the County Commission. In addition to the foregoing, each Surtax Funding Agreement will include various requirements that Municipality must agree to in connection with the project, including without limitation requirements that it comply with all Applicable Law relating to the procurement of the contractor performing the work, the utilization of certain provisions contained within County's surtax-funded construction contract, obligations to provide financial and status reports regarding the project for the project's duration, adequate supporting documentation, and such other requirements as may be requested by MAP Administration.

ARTICLE 6. ADDITIONAL REQUIREMENTS

6.1. Each Municipality shall: (a) fully comply and otherwise fully cooperate with the auditing, project review, and oversight requirements stated in Section 31½-71, et seq., Broward County Code of Ordinances, as same may be amended by County; (b) ensure that all of its expenditures of Transportation Surtax Proceeds are consistent with Applicable Law and with any conditions required by the County Commission; and (c) comply with the reporting requirements stated in the applicable Surtax Funding Agreement, which may include requirements to report project financials, performance data, and deliverables, as may be prescribed by MAP Administration.

6.2. Reporting and Accounting. Each Municipality receiving Transportation Surtax Proceeds shall deposit and maintain all Transportation Surtax Proceeds in a segregated fund or account, which shall be subject to annual reporting by Municipality as part of Municipality's required independent financial audit, along with audit by County and/or the Oversight Board. Any interest earned or proceeds received by Municipality for any Transportation Surtax funds shall constitute Transportation Surtax Proceeds and may only be utilized by Municipality for Eligible Municipal Projects and in accordance with the terms of the applicable Surtax Funding Agreement. Upon prior written approval by County, Municipality may utilize other methods of separate accounting for the Transportation Surtax Proceeds provided the accounting method permits a full and complete audit of the funds.

6.3. Permitting. To limit public inconvenience and facilitate the expeditious and efficient completion of projects funded with Transportation Surtax Proceeds, for any project funded by Transportation Surtax Proceeds that is performed by County and is in whole or in part within the geographical boundaries of Municipality, that Municipality shall waive, unless prohibited by applicable state or federal law, all municipal permitting requirements, except that this requirement shall not apply to any portion of construction work performed by County that will be owned, operated, and maintained by that Municipality. This waiver shall apply to, without limitation, the requirements of permit application, permit issuance, inspections, and permitting fees. County shall be responsible for ensuring adequate plan review, inspections, and compliance with state and County standards for work performed by County. County shall waive all County permitting fees for Municipal Capital Projects and Municipal R&M Projects unless and to the extent prohibited by applicable state or federal law.

6.4. Road Closures. To the extent requested by County, each Municipality shall institute and comply with a cooperative notification program, in a format prescribed by County, that ensures County is promptly notified and promptly provided with data reasonably requested by County regarding all municipal roads in Municipality that are closed for any reason, including but not limited to construction of Eligible Municipal Projects, other construction, or flooding.

6.5. Branding and Marketing. Each Municipality shall participate in reasonable branding and marketing efforts in the manner and content prescribed by County, including but not limited to signage prominently acknowledging that the applicable projects are funded with Transportation Surtax Proceeds. Such branding and marketing shall utilize County-approved wording, logos, or other imagery that acknowledges the project contributions of County, the applicable Municipality or Municipalities, and other participating agencies, when applicable. Municipalities receiving Transportation Surtax funds must coordinate with MAP Administration regarding the type, location, and quantities of signage for each project. The costs for all construction signage, memorialized signage, and other branding and marketing materials requested by County pursuant to this section shall be paid by MAP Administration using Transportation Surtax Proceeds. County branding and marketing materials for Eligible Municipal Projects does not count towards the Minimum Annual Guarantee.

6.6. Data Collection and Sharing. To the extent requested by MAP Administration, each Municipality shall ensure that each of its projects funded in whole or in part with Transportation Surtax Proceeds includes incorporation and placement of sensors or other devices on municipal roads, rights-of-way, properties, and assets, for County-approved applications for mobility-related data collection purposes, provided such placement shall not unreasonably interfere with the aesthetics or Municipality's use of such roads, rights-of-way, properties, or assets. County shall fund the costs for any such incorporation and placement requested by County. To the extent that Municipality controls data collection from these sensors or other devices, each Municipality shall ensure the collection of data includes and is consistent with the scope, type, frequency, quantity, and format requested by County to facilitate countywide collection and utilization of transportation data. For the useful life of the applicable Eligible Municipal Project, to the extent requested by MAP Administration, each Municipality shall provide County with all access to such data, including recurring or real-time access or periodic download, as appropriate.

ARTICLE 7. GENERAL PROVISIONS

7.1. Term of Agreement. This 2025 ILA shall remain in full force and effect until all Transportation Surtax Proceeds paid by County for Eligible Municipal Projects have been fully expended by all Municipalities and ninety (90) days have elapsed after the Oversight Board has completed its review of each applicable Party's final audit.

7.2. No Impact on Future Levies. Nothing in this 2025 ILA shall impact in any way, whatsoever, any future ballot question seeking to impose, extend, or increase any levy of any surtax, or impact in any way any distribution from any such new, extended, or increased levy.

7.3. Funding Limited to Transportation Surtax Proceeds. County's funding obligations under this 2025 ILA shall be met using only Transportation Surtax Proceeds, and all funding provided by County shall be consistent with and subject to Applicable Law, including Section 129.01, Florida Statutes. Should there be a change in Applicable Law that results in the elimination or otherwise materially modifies the Transportation Surtax (e.g., a requirement that County reduce *ad valorem* taxes as a condition of keeping the Transportation Surtax, etc.), County shall have the right, in the County Commission's discretion, to terminate this 2025 ILA and any Surtax Funding Agreement then in effect, with such termination(s) effective as of the change in Applicable Law, and no further funding obligations pursuant to this 2025 ILA or the applicable Surtax Funding Agreement shall remain after the effective date of such termination. Notwithstanding the termination right referenced in the prior sentence, Surtax Funding Agreements that were executed prior to the effective date of the change in Applicable Law will not be terminated so long as the change in Applicable Law contains a "grandfathering" provision that permits County to continue funding such Surtax Funding Agreements with Transportation Surtax Proceeds through the expiration of such agreements. Any termination by County pursuant to this section shall not constitute a breach of any obligations to the Municipalities hereunder or under any Surtax Funding Agreement.

7.4. Amendment. This 2025 ILA may be amended, and such amendment shall be binding on all Parties, as follows:

7.4.1. By a written document formally approved by County and by such Municipalities that both (i) constitute a majority of Municipalities that are a Party to this 2025 ILA, and (ii) cumulatively represent more than 50% of Broward County's total population; and

7.4.2. Notwithstanding Section 7.4.1 above, no amendment that directly or indirectly: (i) creates any additional liability or obligation of any one Party (but not all Parties); (ii) disproportionately removes a right of only one Party; or (c) has a disproportionate, material adverse effect on any Party, will be effective unless it is approved by such Party (or Parties) as evidenced by the adoption of a resolution approving the amendment by that Party's (or Parties') elected body.

7.5. Governing Law, Venue, and Waiver of Jury Trial. This 2025 ILA shall be interpreted and construed in accordance with, and governed by, the laws of the State of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, on in connection with this 2025 ILA shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. **BY ENTERING INTO THIS 2025 ILA, EACH PARTY EXPRESSLY WAIVES ANY AND ALL RIGHTS THAT PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CAUSE OF ACTION OR CLAIM ARISING FROM, RELATED TO, OR IN CONNECTION WITH THIS 2025 ILA.**

7.6. Counterparts. This 2025 ILA may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same agreement.

7.7. Further Actions. If an audit conducted in connection herewith or in connection with Chapter 31½, Broward County Code of Ordinances, documents any misspent funds or other violation of this 2025 ILA by one or more Municipalities, the Party in violation shall promptly take all reasonable and required actions to correct the violation. This provision shall survive the expiration or earlier termination of this 2025 ILA.

7.8. Notices. For a notice to a Party to be effective, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). The addresses for notices shall remain as set forth in this section unless and until changed by providing notice of such change in accordance with the provisions of this section.

As to County: Broward County Administrator
 115 S. Andrews Avenue, Room 409
 Fort Lauderdale, FL 33301
 Email: mcepero@broward.org

With a copy to: Broward County Attorney
115 S. Andrews Avenue, Room 423
Fort Lauderdale, FL 33301
Email: nklitsberg@broward.org
ameyers@broward.org

As to Municipality: Manager/Administrator
Name, address, and current email provided on signature page

With a copy to: Municipal Attorney
Name, address, and current email provided on signature page

As to BCCMA: BCCMA President
Name, address, and current email provided on signature page

With a copy to: BCCMA Counsel
Name, address, and current email provided on signature page

A Party's notice address may be changed at any time by that Party giving notice of such change consistent with the requirements of this section.

7.9. Entire Agreement. This 2025 ILA constitutes the final and complete understanding of the Parties regarding the subject matter of the items addressed herein, and except as expressly provided for in this 2025 ILA, supersedes the Original ILA, the First Amendment, the Second Amendment, and all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this 2025 ILA that is not expressly contained herein, except for those contained in Surtax Funding Agreements relating to specific Eligible Municipal Projects (whether associated with Community Shuttle, Municipal R&M Project, Municipal Capital Project, or otherwise). To the extent of any conflict between or among this 2025 ILA, the Original ILA, First Amendment, or Second Amendment, the provisions of this 2025 ILA shall prevail.

7.10. Headings. The section and subsection headings in this 2025 ILA are inserted for convenience only and shall not affect in any way the meaning or interpretation of this 2025 ILA.

7.11. Joint Preparation. The preparation of this 2025 ILA has been a joint effort of the Parties hereto, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against any Party.

7.12. Severability. If any portion of this 2025 ILA is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective and the Parties agree to negotiate in good faith to modify the invalidated portion of this 2025 ILA in a manner designed to effectuate the intent of the Parties.

7.13. Advice of Counsel. Each Party acknowledges and agrees that it has had the opportunity to consult with and be represented by counsel of its choice in connection with the negotiation and preparation of this 2025 ILA.

7.14. Individual Liability. Except for the obligations of Municipalities to defend, indemnify, and/or hold County harmless as provided for in this 2025 ILA or in an individual agreement associated with an Eligible Municipal Project, each Party agrees and commits to fully comply with the obligations of this 2025 ILA for that Party, with each Party only being responsible for its own compliance; a default by any one Party of any obligation under this 2025 ILA shall not constitute a default by any other Party.

7.15. Waiver and Release. Each Party agrees and stipulates that as of the Effective Date, there has been no known breach, by any Party, of any right, obligation, term, or other condition of the Original ILA, the First Amendment, and/or the Second Amendment. To the extent any Party has actual knowledge of any potential claim for a breach or default under the Original ILA, the First Amendment, and/or the Second Amendment that accrued prior to the Effective Date, each Party fully waives and releases such claims against each other Party. Notwithstanding anything in this section to the contrary, this section shall not in any way impact any claims, defenses, or rights that a Party may have pursuant to a Surtax Funding Agreement that was executed prior to the Effective Date and during the effective period of the Original ILA, the First Amendment, or the Second Amendment.

7.16. Measurement of Time; Time of the Essence. All time periods referenced in this 2025 ILA shall be measured in calendar days. Time is of the essence for all Municipality obligations under this 2025 ILA.

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IN WITNESS WHEREOF, the Parties have made and executed this 2025 Amended and Restated Transportation System Surtax Interlocal Agreement (Third Amendment) on the respective dates under each signature: BROWARD COUNTY, through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the 10th day of June, 2025 (Agenda Item 65); the BCCMA, signing by and through its authorized officer or official; and each Municipality, signing by and through its authorized officer or official.

COUNTY

ATTEST:

Broward County, by and through
its Board of County Commissioners

By: _____
Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By: _____
Mayor
____ day of _____, 20__

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By: _____
Nathaniel A. Klitsberg (Date)
Transportation Surtax General Counsel

NAK
Amended and Restated ILA (3rd Amendment) 5-14-25.docx
06/09/2025
#1168734.20

**2025 AMENDED AND RESTATED
TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT (THIRD AMENDMENT)**

CITY/TOWN/VILLAGE OF _____ through its governing body, signing by and through its _____, authorized to execute the same by action of its governing body on the _____ day of _____, 2025.

MUNICIPALITY

WITNESS:

Signature of Witness

By: _____
_____, Mayor

Print or Type Name of Witness

_____ day of _____, 2024

Signature of Witness

By: _____
_____, Municipal Manager

Print or Type Name of Witness

_____ day of _____, 2024

ATTEST:

Notices to Municipality: (name/address/email)

Municipal Clerk

Approved as to legal form by:

Municipal Attorney

With a copy to Municipality Counsel:

**2025 AMENDED AND RESTATED
TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT (THIRD AMENDMENT)**

The Broward County City Managers Association, Inc., through its governing body, signing by and through its _____, authorized to execute the same by BCCMA action on the _____ day of _____, 2025.

BCCMA

WITNESS:

Signature of Witness

Print or Type Name of Witness:

Signature of Witness

Print or Type Name of Witness

Approved as to form by:
BCCMA Counsel

Signature

Print Name

By: _____
Signature

Print Name/Title:

_____ day of _____, 2024

Notices to BCCMA: (name/address/email)

With a copy to BCCMA Counsel:

EXHIBIT A

Cycle 1 Municipal Capital Projects (MCP) Not Under a Surtax Funding Agreement

Project ID	FY Approved	Municipality
COOP-036	2020	Cooper City
DEER-003	2020	Deerfield Beach
LLAK-006	2020	Lauderdale Lakes
MARG-002	2020	Margate
MARG-047	2020	Margate
OAKL-007	2020	Oakland Park
PPIN-039	2020	Pembroke Pines
PPRK-010	2020	Pembroke Park
SUNR-075	2020	Sunrise
TAMA-008	2020	Tamarac
WILT-009	2020	Wilton Manors
WPRK-007	2020	West Park

Cycle 1 Municipal Rehabilitation & Maintenance Projects (R&M) Not Under a Surtax Funding Agreement

Project ID	FY Approved	Municipality
DBEACH-FY2020-00001	2020	Dania Beach
FTLAUD-FY2020-00001	2020	Fort Lauderdale
HBEACH-FY2020-00001	2020	Hallandale Beach
LAHILL-FY2020-00001	2020	Lauderhill
LHPOINT-FY2020-00001	2020	Lighthouse Point
LHPOINT-FY2020-00002	2020	Lighthouse Point
LLAKES-FY2020-00001	2020	Lauderdale Lakes
MARG-FY2020-00001	2020	Margate
MARG-FY2020-00002	2020	Margate
MARG-FY2020-00003	2020	Margate
MARG-FY2020-00004	2020	Margate
NRTHLAUD-FY2020-00006	2020	North Lauderdale
NRTHLAUD-FY2020-00008	2020	North Lauderdale
OAKLAND-FY2020-00003	2020	Oakland Park
SUNRISE-FY2020-00003	2020	Sunrise
SUNRISE-FY2020-00006	2020	Sunrise

EXHIBIT B
Fiscal Year 2026 Formula-based Funding Amounts

Municipal Centerline Mileage (Data as of September 30, 2023)				Formula Allocation by Municipality FY2026	
Municipality	Municipal Roads			Amount: \$30,000,000	
	Paved	Unpaved	Total Miles	Percentage of Centerline Miles ⁽¹⁾	Surtax Allocation ⁽²⁾
Coconut Creek	48.000	0.000	48.000	1.14%	\$343,110
Cooper City	75.040	0.000	75.040	1.79%	\$536,396
Coral Springs	226.100	0.000	226.100	5.39%	\$1,616,193
Dania Beach	93.265	0.000	93.265	2.22%	\$666,671
Davie	310.210	5.500	315.710	7.52%	\$2,256,738
Deerfield Beach	146.600	0.000	146.600	3.49%	\$1,047,917
Ft. Lauderdale	509.500	27.900	537.400	12.80%	\$3,841,408
Hallandale Beach	68.193	0.000	68.193	1.62%	\$487,453
Hillsboro Beach ⁽³⁾	0.500	0.000	0.500	0.01%	\$3,574
Hollywood	365.370	61.100	426.470	10.16%	\$3,048,465
Lauderdale-By-The-Sea	16.680	0.000	16.680	0.40%	\$119,231
Lauderdale Lakes	44.000	0.000	44.000	1.05%	\$314,518
Lauderhill	106.500	0.000	106.500	2.54%	\$761,276
Lazy Lake Village	2.000	0.000	2.000	0.05%	\$14,296
Lighthouse Point	45.500	0.000	45.500	1.08%	\$325,240
Margate	101.090	0.000	101.090	2.41%	\$722,605
Miramar	166.380	0.000	166.380	3.96%	\$1,189,307
North Lauderdale	54.000	0.000	54.000	1.29%	\$385,999
Oakland Park	115.000	0.000	115.000	2.74%	\$822,036
Parkland	29.200	0.000	29.200	0.70%	\$208,726
Pembroke Park	9.900	0.000	9.900	0.24%	\$70,767
Pembroke Pines	469.850	0.000	469.850	11.20%	\$3,358,551
Plantation	219.800	0.000	219.800	5.24%	\$1,571,160
Pompano Beach	279.208	0.000	279.208	6.65%	\$1,995,816
Sea Ranch Lakes	2.040	0.000	2.040	0.05%	\$14,582
Southwest Ranches	67.600	0.300	67.900	1.62%	\$485,358
Sunrise	186.020	8.400	194.420	4.63%	\$1,389,740
Tamarac	136.860	0.000	136.860	3.26%	\$978,294
West Park	51.550	0.000	51.550	1.23%	\$368,486
Weston	100.743	0.000	100.743	2.40%	\$720,125
Wilton Manors	47.000	0.000	47.000	1.12%	\$335,962
TOTALS	4,093.699	103.200	4,196.899	100%	\$30,000,000

Source: 2023 City County Mileage, FDOT City/County Road Mileage Report, Retrieved from https://ftp.fdot.gov/public/folder/nNfLAvm106mshfAabOmyQ/City_and_County_Roads [BCCMA Surtax Subcommittee]

Notes:

- (1) **Percentage of Centerline Miles** is calculated using the Total of Paved + Unpaved Municipal-owned Roads
- (2) **Surtax Allocation** is obtained by applying the **Percentage of Centerline Miles** by Municipality to \$30,000,000
- (3) Hillsboro Beach reports both .5 public miles, and 0; allocation calculated with 0.5 miles

EXHIBIT C
List of Municipal Capital Project Tails

Surtax Municipal Capital Project Information for Projects with Unfunded Tails ⁽¹⁾								
Project Information				Project Phase & Future Programming Information			Unfunded Phase(s) & Future Funding Information	
	Municipality	Project ID	Project Name	Funded Phase	Fiscal Year Programmed	Amount Programmed	Unfunded Phase	Estimated Cost (2)
1	Wilton Manors	WILT-22-001	Five Points Redesign Project Construction Phase	Design	2026	\$ 500,000.00	Construction	\$ 4,725,000
2	Miramar	MIRA-017	Bass Creek Road Expansion from SW 148th Avenue to FL Turnpike	Design	2027	\$ 506,520.00	Construction	\$ 4,280,128
3	Oakland Park	OAKL-22-020	NE 6th Avenue Improvements	Planning	2028	\$ 552,779.00	Design & Construction	\$ 12,823,731
4	Oakland Park	OAKL-22-003	NW 39th Street Improvements	Planning	2028	\$ 235,414.00	Design & Construction	\$ 3,554,459
5	Fort Lauderdale	FORT-22-001	SW 14 Avenue and Middle Street capacity increase and added parking lane	Design	2028	\$ 223,320.00	Construction	\$ 7,882,936
6	West Park	WPRK-001	County Line Road from SW 56th Avenue to South State Road 7 Improvement	Design	2027	\$ 115,400.00	Construction	\$ 1,350,729
7	Weston	WEST-312	South Post Road Roadway Improvements	Design	2027	\$ 1,181,617.00	Construction	\$ 10,851,452
8	Miramar	MIRA-013	SW 184th Avenue Expansion from Miramar Parkway to Pembroke Road	Design	2028	\$ 1,527,120.00	Construction	\$ 25,106,984

Notes:

- (1) Projects #1-5 were recommended by the MPO for construction funding in new fifth year of Municipal Five-Year Plan (FY2030), totaling \$33,266,254.
- (2) Estimated cost utilized for unfunded phases is based on the data and report created by the MPO, titled "Ranking and Recommendations Cycle 6 Results," submitted to the County on April 15, 2025.

Type	Cycle	Municipality	Project ID	FY 2020	PH	FY 2021	PH	FY 2022	PH	FY 2023	PH	FY 2024	PH	FY 2025	PH	FY 2026	PH	FY 2027	PH	FY 2028	PH	Total
RBM	1	Lauderhill	BC-LAHLH-FY2020-00001	\$ 15,500	C																	\$ 15,500
RBM	1	Plantation	BC-PLANT-FY2020-00002	\$ 2,749,823	C																	\$ 2,749,823
RBM	1	Fort Lauderdale	BC-FLAUD-FY2020-00002	\$ 2,553,217	C																	\$ 2,553,217
RBM	1	Hollywood	BC-HLYWD-FY2020-00002	\$ 1,666,863	C																	\$ 1,666,863
RBM	1	Fort Lauderdale	BC-FLAUD-FY2020-00004	\$ 1,617,300	C																	\$ 1,617,300
RBM	1	Hollywood	BC-HLYWD-FY2020-00001	\$ 2,967,457	C																	\$ 2,967,457
RBM	1	Tamarac	BC-TAM-FY2020-00001	\$ 2,817,339	C																	\$ 2,817,339
RBM	1	Coconut Creek	BC-CCKRK-FY2020-00001	\$ 3,000,000	C																	\$ 3,000,000
RBM	1	Deerfield Beach	BC-DFBACH-FY2020-00001	\$ 791,219	C																	\$ 791,219
RBM	1	Southwest Ranches	BC-SWRANCHES-FY2020-0000	\$ 1,223,165	C																	\$ 1,223,165
RBM	1	Lighthouse Point	BC-LHPONT-FY2020-00001	\$ 913,588	C																	\$ 913,588
RBM	1	Oakland Park	BC-OAKLAND-FY2020-00001	\$ 2,981,440	C																	\$ 2,981,440
RBM	1	Miramar	BC-MIRAM-FY2020-00003	\$ 2,234,426	C																	\$ 2,234,426
RBM	1	Southwest Ranches	BC-SWRANCHES-FY2020-0000	\$ 737,005	C																	\$ 737,005
RBM	1	Hollywood	BC-HLYWD-FY2020-00003	\$ 1,038,006	C																	\$ 1,038,006
RBM	1	Hallandale Beach	BC-HBALCH-FY2020-00001	\$ 2,971,710	C																	\$ 2,971,710
RBM	1	Oakland Park	BC-OAKLAND-FY2020-00002	\$ 2,072,800	C																	\$ 2,072,800
RBM	1	Miramar	BC-MIRAM-FY2020-00002	\$ 1,854,177	C																	\$ 1,854,177
RBM	1	Weston	BC-WESTON-FY2020-00004	\$ 72,765	C																	\$ 72,765
RBM	1	Cooper City	BC-COOPHC-FY2020-00001	\$ 1,036,960	C																	\$ 1,036,960
RBM	1	Dania Beach	BC-DBEACH-FY2020-00001	\$ 297,905	C																	\$ 297,905
RBM	1	Miramar	BC-MIRAM-FY2020-00001	\$ 1,995,001	C																	\$ 1,995,001
RBM	1	Coral Springs	BC-CSPRNGS-FY2020-00001	\$ 399,406	C																	\$ 399,406
RBM	1	North Lauderdale	BC-NRTHLAUD-FY2020-00008	\$ 1,440,093	C																	\$ 1,440,093
RBM	1	Margate	BC-MARG-FY2020-00002	\$ 293,350	C																	\$ 293,350
RBM	1	Weston	BC-WESTON-FY2020-00001	\$ 596,268	C																	\$ 596,268
RBM	1	Fort Lauderdale	BC-FLAUD-FY2020-00001	\$ 1,252,300	C																	\$ 1,252,300
RBM	1	Margate	BC-MARG-FY2020-00001	\$ 176,064	C																	

TYPE	CYCLE	MUNICIPALITY	PROJECT ID	FY 2020	PH	FY 2021	PH	FY 2022	PH	FY 2023	PH	FY 2024	PH	FY 2025	PH	FY 2026	PH	FY 2027	PH	FY 2028	PH	FY 2029	PH	Total
MCP	1	Lighthouse Point	LHP-010	\$ 67,500	P							\$ 270,000	D	\$ 1,912,500	C									\$ 2,250,000
MCP	1	North Lauderdale	NLAU-007.2	\$ 360,218	D			\$ 4,639,782	C															\$ 5,000,000
MCP	1	Margate	MARG-002	\$ 20,880	D					\$ 153,120	C													\$ 174,000
MCP	1	Fort Lauderdale	FORT-104	\$ 360,000	D			\$ 2,640,000	C															\$ 3,000,000
MCP	1	Oakland Park	OAKL-007	\$ 150,000	P																			\$ 150,000
MCP	1	Coral Springs	CORA-008	\$ 600,000	P									\$ 250,000	D	\$ 9,450,000	C	\$ 9,700,000	C					\$ 20,000,000
MCP	1	Hollywood	HOLI-038	\$ 150,000	P							\$ 600,000	D	\$ 4,250,000	C									\$ 5,000,000
MCP	1	Miramar	MIRA-020	\$ 144,000	D					\$ 1,056,000	C													\$ 1,200,000
MCP	1	Lauderdale Lakes	LLAK-016	\$ 15,000	P					\$ 60,000	D					\$ 425,000	C							\$ 500,000
MCP	1	Sunrise	SUNR-075	\$ 1,110,000	D					\$ 2,860,000	C					\$ 5,280,000	C							\$ 9,150,000
MCP	1	Davie	DAVI-012	\$ 240,000	D							\$ 1,760,000	C											\$ 2,000,000
MCP	1	Wilton Manors	WILT-003	\$ 240,000	D					\$ 1,760,000	C													\$ 2,000,000
MCP	1	West Park	WPRK-003	\$ 420,000	D							\$ 3,080,000	C											\$ 3,500,000
MCP	1	Weston	WEST-192	\$ 369,600	D							\$ 3,091,549	C											\$ 3,461,149
MCP	1	Deerfield Beach	DEER-006	\$ 300,000	D					\$ 2,200,000	C													\$ 2,500,000
MCP	1	North Lauderdale	NLAU-008	\$ 360,000	D			\$ 2,640,000	C															\$ 3,000,000
MCP	1	Cooper City	COOP-024	\$ 480,000	D							\$ 2,112,000	C	\$ 1,408,000	C									\$ 4,000,000
MCP	1	Parkland	PARK-002	\$ 312,000	D			\$ 2,288,000	C															\$ 2,600,000
MCP	1	Margate	MARG-047	\$ 120,000	D									\$ 880,000	C									\$ 1,000,000
MCP	1	Southwest Ranches	SWRA-022	\$ 5,360	D			\$ 37,840	C															\$ 43,000
MCP	1	Tamarac	TAMA-001	\$ 120,000	P																			\$ 120,000
MCP	1	Dania Beach	DANI-017	\$ 865,440	D			\$ 6,346,560	C															\$ 7,212,000
MCP	1	Coral Springs	CORA-102	\$ 45,000	D									\$ 330,000	C									\$ 375,000
MCP	1	Miramar/Pembroke Pines	MIRA-025	\$ 252,000	D							\$ 1,848,000	C											\$ 2,100,000
MCP	1	Lauderdale Lakes	LLAK-018	\$ 120,000	D											\$ 880,000	C							\$ 1,000,000
MCP	1	Hallandale Beach	HALL-019	\$ 180,000	D											\$ 1,320,000	C							\$ 1,500,000
MCP	1	Davie	DAVI-014	\$ 336,000	D											\$ 2,464,000	C							\$ 2,800,000
MCP	1	Coconut Creek	COCO-016	\$ 330,600	D									\$ 2,424,400	C									\$ 2,755,000
MCP	1	West Park	WPRK-008	\$ 240,000	D							\$ 1,760,000	C											\$ 2,000,000
MCP	1	Pompano Beach	POMP-013	\$ 711,452	D							\$ 5,217,316	C											\$ 5,928,768
MCP	1	Parkland	PARK-007	\$ 72,000	D											\$ 528,000	C							\$ 600,000
MCP	1	Margate	MARG-033	\$ 24,000	D											\$ 176,000	C							\$ 200,000
MCP	1	Hollywood	HOLI-056	\$ 300,000	D							\$ 733,333	C											\$ 833,333
MCP	3	Miramar	MIRA-017													\$ 506,520	D							\$ 506,520
MCP	3	West Park	WPRK-001													\$ 115,400	D							\$ 115,400
MCP	3,4	Davie	DAVI-019													\$ 370,416	D	\$ 5,871,572	C					\$ 6,241,988
MCP	3	Weston	WEST-312													\$ 1,181,617	D							\$ 1,181,617
MCP	3,4	Davie	DAVI-002													\$ 367,726	D	\$ 5,619,520	C					\$ 5,987,246
MCP	3	Oakland Park	OAKL-22-004													\$ 471,137	C							\$ 471,137
MCP	3,4	Davie	DAVI-011													\$ 331,979	D	\$ 5,796,163	C					\$ 6,128,142
MCP	3	Lauderhill	LHR-518													\$ 511,563	D	\$ 10,369,448	C					\$ 10,876,011
R&M	1	Oakland Park	OAKL-2020-003							\$ 510,510	C													\$ 510,510
R&M	1	Coral Springs	CORA-2020-002											\$ 1,712,582	C									\$ 1,712,582
R&M	1	Hallandale Beach	HALL-2020-002							\$ 162,979	C													\$ 162,979
R&M	1	North Lauderdale	NLAU-2020-002													\$ 1,646,365	C							\$ 1,646,365
R&M	1	Lauderdale Lakes	LLAK-2020-002													\$ 2,000,000	C							\$ 2,000,000
R&M	1	Margate	MARG-2020-004							\$ 123,599	C													\$ 123,599
MCP	4,5	Coconut Creek	COCO-23-007																					\$ 123,599
MCP	4,5	Fort Lauderdale	FORT-23-001																	\$ 1,623,055	D	\$ 14,745,559	C	\$ 16,368,614
MCP	4	Coconut Creek	COCO-23-001																	\$ 500,000	D	\$ 9,677,609	C	\$ 10,177,609
MCP	4	Oakland Park	OAKL-22-020																	\$ 6,371,882	C			\$ 6,371,882
MCP	4	Oakland Park	OAKL-22-020																	\$ 552,779	P			\$ 552,779
MCP	4	Wilton Manors	WILT-22-001													\$ 500,000	D							\$ 500,000
MCP	4	Oakland Park	OAKL-22-003																	\$ 235,414	P			\$ 235,414
MCP	4	Fort Lauderdale	FORT-22-001																	\$ 223,320	D			\$ 223,320
MCP	4	Miramar	MIRA-013																	\$ 1,527,120	D			\$ 1,527,120

MCP = Municipal Capital Project; R&M = Rehabilitation & Maintenance Project

PH = Phases: P - Planning, D - Design, R - Right of Way, C - Construction

NOTE: MCPs or R&Ms that have been combined with other awarded municipal projects are referred to as "bundles"; only one Project ID associated with a bundle is shown. MCPs or R&Ms that have been withdrawn or removed from the municipal surtax program are not shown.

APPROVED
RESOLUTION 2019-072

A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA AUTHORIZING THE CITY MANAGER AND THE CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN FIRST AMENDMENT TO TRANSPORTATION SYSTEM SURTAX INTERLOCAL AGREEMENT ("FIRST AMENDMENT") BETWEEN BROWARD COUNTY ("COUNTY"), BROWARD METROPOLITAN PLANNING ORGANIZATION ("MPO") AND MUNICIPALITIES IN BROWARD COUNTY, AS SET FORTH MORE FULLY IN THE FIRST AMENDMENT ATTACHED HERETO AS EXHIBIT "1," A FACSIMILE COPY OF WHICH CAN BE INSPECTED AT THE OFFICE OF THE CITY CLERK; PROVIDING FOR THE ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on June 5, 2018, the Broward County Board of County Commissioners voted to place on the November 6, 2018, ballot, for consideration by the countywide electorate, a proposed transportation surtax levy of one (1%) percent;

WHEREAS, on September 11, 2018, the City Commission of the City of Lauderdale Lakes adopted Resolution No. 2018-083 approving that certain Transportation System Surtax Interlocal Agreement ("Agreement") between Broward County, Broward Metropolitan Planning Organization ("MPO"), and the City of Lauderdale Lakes ("City");

WHEREAS, on November 6, 2018, the voters of Broward County approved the Transportation Surtax; and

WHEREAS, the parties to the Agreement, following additional discussions and information receive, now deem it desirable to amend the Agreement by virtue of that certain First Amendment to Transportation System Surtax Interlocal Agreement ("First Amendment") attached hereto as Exhibit "1," to provide for the following:

1. Clarification of the definition of eligible projects;

2. Amendment to the date municipal project prioritization must be submitted by surtax-funded MPO staff to County staff for inclusion in FY2020 budget (from February to March 2020);
3. Acknowledging the Parties' intent to create a Five-Year Plan (no later than July 2020) that will include all projects funded in part or wholly using surtax proceeds for approval by the Oversight Board;
4. Removing responsibility for prioritizing rehabilitation and maintenance projects from the surtax-funded MPO staff (allowing those projects to be funded earlier in the thirty (30) year program); and
5. Creates other necessary alignment with MPO/County ILA contract terms (establishing funding to develop municipal prioritization process).

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 incorporated by reference and made part of this Resolution.

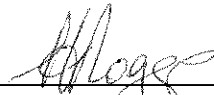
SECTION 2. AUTHORITY: The City Commission hereby authorizes the City Manager and the City Clerk to execute and attest, respectively, that certain First Amendment to Transportation System Surtax Interlocal Agreement, in substantially the form as attached hereto as Exhibit "1" and incorporated herein by reference.

SECTION 3. INSTRUCTIONS TO THE CITY CLERK: The City Clerk is hereby directed to obtain five (5) fully executed copies of the First Amendment, with one (1) to be maintained by

the City; with one (1) to be delivered to Broward County; with one (1) to be delivered to the Broward Metropolitan Planning Organization; and with one (1) to be directed to the Office of the City Attorney.

SECTION 4. EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

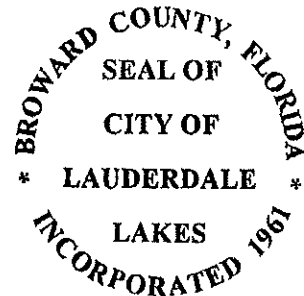
ADOPTED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES AT ITS REGULAR MEETING HELD JULY 9, 2019.


HAZELLE ROGERS, MAYOR

ATTEST:


ALEXIS GIVINGS, DEPUTY CITY CLERK

Sponsored by: Ronald Desbrunes, P.E., Director of Public Works
SCC/jt



VOTE:

Mayor Hazelle Rogers	☒ (For)	____ (Against)	____ (Other)
Vice-Mayor Sandra Davey	☒ (For)	____ (Against)	____ (Other)
Commissioner Marilyn Davis	☒ (For)	____ (Against)	____ (Other)
Commissioner Veronica Edwards Phillips	☒ (For)	____ (Against)	____ (Other)
Commissioner Beverly Williams	☒ (For)	____ (Against)	____ (Other)

1 RESOLUTION 2021-019

2
3 A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES,
4 FLORIDA AUTHORIZING THE CITY MANAGER, MAYOR, AND THE CITY CLERK
5 TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN SECOND
6 AMENDMENT TO AND RESTATEMENT OF THE TRANSPORTATION SYSTEM
7 SURTAX INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY, THE
8 BROWARD METROPOLITAN PLANNING ORGANIZATION, THE CITY OF
9 LAUDERDALE LAKES, AND OTHER MUNICIPALITIES IN BROWARD COUNTY,
10 AS SET FORTH MORE FULLY IN THE SECOND AMENDMENT ATTACHED
11 HERETO AS EXHIBIT A, AND A DRAFT COPY OF WHICH CAN BE INSPECTED
12 IN THE OFFICE OF THE CITY CLERK; PROVIDING FOR THE ADOPTION OF
13 RECITALS; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING
14 AN EFFECTIVE DATE.
15

16 WHEREAS, on June 5, 2018, the Broward County Board of County Commissioners voted
17 to place on the November 6, 2018, ballot, for consideration by the countywide electorate, a
18 proposed transportation surtax levy of one (1%) percent ("Transportation Surtax");

19 WHEREAS, on September 11, 2018, the City Commission of the City of Lauderdale Lakes
20 adopted Resolution No. 2018-083 approving that certain Transportation System Surtax Interlocal
21 Agreement ("Agreement") between Broward County, Broward Metropolitan Planning
22 Organization ("MPO"), and the City of Lauderdale Lakes ("City");

23 WHEREAS, on November 6, 2018, the voters of Broward County approved the
24 Transportation Surtax;

25 WHEREAS, on July 9, 2019, the City Commission adopted Resolution No. 2019-072
26 approving that certain First Amendment to Transportation System Surtax Interlocal Agreement
27 ("First Amendment"); and

28 WHEREAS, the parties to the Agreement and the First Amendment following additional
29 discussions and information received, now deem it desirable to amend the Agreement by virtue

of that certain Second Amendment to and Restatement of the Transportation System Surtax Interlocal Agreement ("Second Amendment"), attached hereto as Exhibit "A", to provide for the following:

1. Document the completion of the MPO's first cycle of evaluating and ranking municipal capital projects to be funded with Transportation Surtax proceeds;
2. Document the allocation of FY2019, FY2020, and FY2021 Transportation Surtax proceeds for approved municipal capital projects;
3. Set forth the MPO's criteria going forward for evaluating, ranking, and recommending funding for municipal capital projects in future County annual five-year capital improvement plans;
4. Outline the County's general process for evaluation and ranking of municipal rehabilitation and maintenance projects and document completion of that process for FY2020;
5. Document the allocation of FY2019 and FY2020 Transportation Surtax proceeds for approved municipal rehabilitation and maintenance projects; and
6. Document an agreed upon process for funding municipal capital projects, including the timing of funding and the process for adjusting County annual five-year capital improvement plans.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF 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. AUTHORITY: The City Commission hereby authorizes the City Manager,
5 the Mayor, and the City Clerk to execute and attest, respectively, that certain Second
6 Amendment to and Restatement of the Transportation System Surtax Interlocal Agreement in
7 substantially the form as attached hereto as Exhibit "A" and incorporated herein by reference.

8 SECTION 3. INSTRUCTIONS TO THE CITY CLERK: The City Clerk is hereby directed to
9 obtain four (4) fully executed copies of the Second Amendment, with one (1) to be maintained
10 by the City; with one (1) to be delivered to Broward County; with one (1) to be delivered to the
11 Broward Metropolitan Planning Organization; and with one (1) to be directed to the Office of the
12 City Attorney.

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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 FEBRUARY 9, 2021.


HAZELLE ROGERS, 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:

APPROVED

Mayor Hazelle Rogers	☒ (For)	____ (Against)	____ (Other)
Vice-Mayor Beverly Williams	☒ (For)	____ (Against)	____ (Other)
Commissioner Marilyn Davis	☒ (For)	____ (Against)	____ (Other)
Commissioner Veronica Edwards Phillips	☒ (For)	____ (Against)	____ (Other)
Commissioner Karlene Maxwell-Williams	☒ (For)	____ (Against)	____ (Other)

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: No

Contract Requirement: No

Title

RESOLUTION 2025-089 AUTHORIZING THE ACTING CITY MANAGER TO APPLY RETROACTIVELY TO JULY 1, 2025, FOR THE FY 2025 COPS HIRING PROGRAM THROUGH THE U.S. DEPARTMENT OF JUSTICE OFFICE OF COMMUNITY ORIENTED POLICING SERVICES (COPS OFFICE), FOR THE PURPOSE OF FUNDING TWO (2) SWORN LAW ENFORCEMENT OFFICER POSITIONS

Summary

This resolution authorizes the Acting City Manager to apply retroactively to July 1, 2025 to the U.S. Department of Justice, through its Office of Community Oriented Policing Services (COPS Office) for the hiring of two (2) sworn law enforcement officers.

Staff Recommendation

Background:

The U.S. Department of Justice, through its Office of Community Oriented Policing Services (COPS Office) announced the FY 2025 COPS Hiring Program (CHP). The City, through consensus of the City Commission at the June 9th, 2025 Workshop, submitted an application by the deadline of July 1, 2025. This application is for the hiring of two (2) sworn officers. The COPS Hiring Program offers up to 75% funding for entry-level salary and fringe benefits for a three-year period for newly hired or rehired officers, with a minimum 25% local match requirement. Additionally, the program requires grantees to retain any officer positions awarded for at least one year beyond the federal funding period.

This competitive grant program provides funding to law enforcement agencies to hire or rehire sworn law enforcement officers in support of community policing strategies.

The City submitted an application under the FY 2025 CHP to request funding for the hiring of **two (2) full-time sworn law enforcement officers**. These positions will be dedicated to enhancing the City's community policing efforts, with a focus on increasing visibility, improving public trust, and addressing localized public safety concerns.

Funding Summary:

- **Number of Officers Requested:** 2
- **Duration of Grant:** 3 years (plus 1-year retention requirement)
- **Maximum Federal Share over 3 years:** \$250,000 for two (2) officers (\$125k per officer)
- **Local Match Requirement:** Minimum of 25% over the 3-year period
- **Estimated Cost per Officer over 3 years:** \$558,157
- **Estimated Cost for 2 officers over 3 years:** \$1,116,314
- **Estimated City Contribution per Officer over 3 years:** \$433,157
- **Estimated City Contribution for 2 officers over 3 years:** \$866,314

Justification:

The hiring of two additional officers will:

- Improve law enforcement coverage and response times.
- Enhance community policing initiatives through neighborhood engagement and proactive patrols.
- Help meet increasing public safety demands while leveraging federal funding support.

Financial Need

The City of Lauderdale Lakes has been significantly impacted by the loss of taxable property values caused

by market declines, foreclosures, short sales, losing approximately 45% of its taxable value since 2007. Although the City's financial position has improved, the City wants to continue to properly manage its finances and control the cost of public safety services. To that end, the City needs to be sensitive to the fact that its' property values and subsequent tax base may decline equating to fewer tax dollars received to fund essential public safety services police services. Public Safety accounts for 48% (Police Services 36%) of the General Fund which is primarily supported by ad valorem tax dollars.

In the past, the City of Lauderdale Lakes reduced police services and eliminated police officer positions to maintain a balanced budget. The 2013 COPS Grant program helped the City add back two (2) police deputy positions. The FY 2014 COPS Grant program allowed the City to maintain an SRD within the schools. The COPS 16 & COPS 2023 Grant programs allowed for two (2) police deputy positions per grant. COPS 2025 can allow for two (2) additional police deputies to aid in policing within the City.

It is important for the city to maintain resources (combination property tax, grant, and alternative sources) to provide adequate police services within the City's boundaries.

Staff recommends City Council authorize the submission of the FY 2025 COPS Hiring Program application retroactive to July 1, 2025.

Funding Source:

FY 2025 COPS Hiring Program (CHP)

Fiscal Impact:

While the COPS grant will subsidize a significant portion of the salaries and benefits, the City must allocate the required matching funds and plan for the long-term retention of the positions post-grant. The Broward Sheriff's Office will work with the City's Finance Department to ensure appropriate budgeting and grant compliance.

Sponsor Name/Department: Venice Howard, Acting City Manager; Captain Warnell Phillips, BSO

Meeting Date: 7/22/2025

ATTACHMENTS:

Description		Type
□	Resolution 2025-089 Authorizing 2025 COPS Hiring Program	Resolution
	Grant Application	

1 RESOLUTION 2025-089

2
3 A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES,
4 FLORIDA; AUTHORIZING THE ACTING CITY MANAGER TO APPLY
5 RETROACTIVELY TO JULY 1, 2025, FOR THE FY 2025 COPS HIRING
6 PROGRAM THROUGH THE U.S. DEPARTMENT OF JUSTICE OFFICE OF
7 COMMUNITY ORIENTED POLICING SERVICES (COPS OFFICE), FOR THE
8 PURPOSE OF FUNDING TWO (2) SWORN LAW ENFORCEMENT OFFICER
9 POSITIONS; PROVIDING FOR THE ADOPTION OF RECITALS; PROVIDING FOR
10 INSTRUCTIONS TO THE DEPUTY CITY CLERK; PROVIDING AN EFFECTIVE
11 DATE.
12

13 WHEREAS, the U.S. Department of Justice, through its Office of Community Oriented
14 Policing Services ("COPS Office"), has announced the FY 2025 COPS Hiring Program ("COPS Hiring
15 Program"), a competitive grant program designed to provide funding to law enforcement
16 agencies to hire or rehire sworn law enforcement officers in support of community policing
17 strategies;

18 WHEREAS, the COPS Hiring Program provides up to \$250,000.00 in federal funding over a
19 three-year grant period for two (2) officers (or \$125,000.00 per officer), with a required minimum
20 25% local match and a mandatory one-year retention period following the conclusion of federal
21 funding;

22 WHEREAS, the City of Lauderdale Lakes ("City") submitted an application on or before the
23 July 1, 2025, deadline, as discussed and supported by the City Commission during its June 9, 2025,
24 workshop, requesting federal funding under the FY 2025 COPS Hiring Program to hire two (2) full-
25 time sworn law enforcement officers;

26 WHEREAS, the positions sought through this grant will enhance the City's community
27 policing efforts, improve police visibility and response times, strengthen neighborhood
28 engagement, and address localized public safety concerns;

1 WHEREAS, the City continues to experience fiscal challenges due to reduced taxable
2 property values and remains committed to managing public safety costs through a combination
3 of local revenues, grants, and other funding sources;

4 WHEREAS, the City has previously benefitted from the COPS Grant Programs (2013, 2014,
5 2016, and 2023) to restore or add police deputy positions, thereby reinforcing the City's capacity
6 to ensure public safety and community engagement;

7 WHEREAS, the estimated total cost for the two (2) officer positions over the three-year
8 grant period is approximately \$1,116,314.00, with the City expected to contribute a local match
9 totaling approximately \$866,314.00 (or \$433,157.00 per officer);

10 WHEREAS, the Broward Sheriff's Office will coordinate with the City's Finance
11 Department to ensure compliance with grant terms, appropriate budgeting, and long-term
12 sustainability of the positions; and

13 WHEREAS, City staff recommends retroactive authorization for submission of the FY 2025
14 COPS Hiring Program application to formally acknowledge and support the City's efforts to secure
15 federal funding.

16 NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF
17 LAUDERDALE LAKES AS FOLLOWS:

18 SECTION 1. ADOPTION OF RECITALS: The foregoing RECITALS are hereby ratified and
19 confirmed as being true, and the same are hereby made a part of this Resolution.

20 SECTION 2. AUTHORITY: The City Commission hereby retroactively authorizes the
21 Acting City Manager to submit, execute, and administer all necessary documents for the FY 2025

COPS Hiring Program application submitted on or before July 1, 2025, to the U.S. Department of Justice, Office of Community Oriented Policing Services.

SECTION 3. INSTRUCTIONS TO THE DEPUTY CITY CLERK: The Deputy City Clerk and other appropriate City Officials are hereby authorized to take any and all action 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 JULY 22, 2025.

VERONICA EDWARDS PHILLIPS, MAYOR

ATTEST:

PAVITRI BENASRIE-WATSON, CMC, DEPUTY 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, Acting City Manager; Captain Warnell Phillips, BSO

VOTE:

Mayor Veronica Edwards Phillips	_____ (For)	_____ (Against)	_____ (Other)
Vice-Mayor Tycie Causwell	_____ (For)	_____ (Against)	_____ (Other)
Commissioner Easton Harrison	_____ (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: No

Contract Requirement: No

Title

RESOLUTION 2025-090 AUTHORIZING THE ACTING CITY MANAGER TO SUBMIT AN APPLICATION TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (“FEMA”) FOR THE FY 2024 STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE (“SAFER”) GRANT PROGRAM, RETROACTIVE TO JULY 3, 2025

Summary

This resolution authorizes the Acting City Manager to submit an application to the Federal Emergency Management Agency (FEMA) for the FY 2024 Staffing for Adequate Fire and Emergency Response (SAFER) grant program, retroactive to July 3, 2025.

Staff Recommendation

Background:

The FY 2024 SAFER Program is one of three grant programs that constitute the Department of Homeland Security (DHS) and the Federal Emergency Management Agency’s (FEMA) focus on enhancing the safety of the public and firefighters with respect to fire and related hazards. The City, through consensus of the City Commission at the June 23rd, 2025 workshop, submitted an application FEMA GO website by the deadline of July 3, 2025.

The Staffing for Adequate Fire and Emergency Response Grants (SAFER) was created to provide funding directly to fire departments and volunteer firefighter interest organizations to help them increase or maintain the number of trained, "front line" firefighters available in their communities. The goal of SAFER is to enhance the local fire departments' abilities to comply with staffing, response and operational standards established by the NFPA (NFPA 1710 and/or NFPA 1720).

Since FY 2005, the SAFER Program has awarded approximately \$5.8 billion in grant funding to provide critically needed resources to hire new, additional firefighters (or to change the status of part-time or paid-on-call firefighters to full-time firefighters). The FY 2024 SAFER Program will award another \$324 million to an estimated 300 eligible fire departments and volunteer firefighter interest organizations to assist fire departments in increasing the number of firefighters to meet industry minimum standards and attain 24-hour staffing to provide adequate fire protection from fire and fire-related hazards.

Funding Summary:

- Hiring Cost Share (for paid departments):
 - o Year 1–2: FEMA pays 75%
 - o Year 3: FEMA pays 35%
- **Number of Officers Requested:** 13 (this is the amount needed to deploy another rescue truck over 3 shifts)
- **Duration of Grant:** 3 years
- **Federal Share:** \$3,337,370.40 over the three (3) year period.
- **Estimated City Contribution:** \$2,074,581 over the three (3) year period

Justification:

The fire department in Lauderdale Lakes is facing a critical strain on its fire-rescue services. This has been caused by a significant increase in emergency calls for service. In 2010, the apparatus assigned in Lauderdale Lakes responded to 5,328 emergency calls. By, 2024, the call volume has increased to 8,260 calls. This is a 55% increase. The city used to respond with an additional suppression unit, until 2010, when this unit was eliminated due to budgetary constraints due to the housing crisis.

The sharp increase in demand for fire rescue services, combined with limited resource availability, is stretching the department beyond sustainable operational levels. If not funded, areas that will continue to be negatively affected include: delayed response times, increased Unit Hour Utilization (UHU), the inability to meet training requirements due to responding to a large call volume, the continued inability to meet 1710, which also compromised OSHA's 2 in 2 out policy due to limited available resources, and the department's continued reliance on automatic aid and mutual aid from surrounding municipalities.

The current Rescue trucks stationed in the city respond to a combined 6,324 emergency calls, with 4,098 of them being medical transports to local hospitals. This delays response times due to decreased availability and forces the city to rely heavily on automatic and mutual aid, which respond from a distance. Both of the city's rescue units (staffed with three (3) full-time fire fighter-paramedics each) have a current UHU of 40%, and the sole suppression unit operating at 34%, which is far above the recommended threshold of 25-30% in a 24-hour period. Obtaining the requested staffing would help the city of Lauderdale Lakes to continue to proactively attain the NFPA 1710 minimum response requirement.

Staff recommends City Council authorize the submission of the FY 2024 SAFER grant program application retroactive to July 3, 2025.

Funding Source:

FY 2024 SAFER Program

Fiscal Impact:

While the SAFER grant will subsidize a significant portion of the salaries and benefits, the City must allocate the required matching funds and plan for the long-term retention of the positions post-grant. The Broward Sheriff's Office will work with the City's Finance Department to ensure appropriate budgeting and grant compliance.

Sponsor Name/Department: Venice Howard, Acting City Manager; Chief Charles Hackett, BSO Fire Rescue

Meeting Date: 7/22/2025

ATTACHMENTS:

Description	Type
▢ Resolution 2025-090 Authorizing Application for SAFER 2024 Grant Program	Resolution

1 RESOLUTION 2025-090

2
3 A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES,
4 FLORIDA; AUTHORIZING THE ACTING CITY MANAGER TO SUBMIT AN
5 APPLICATION TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY
6 ("FEMA") FOR THE FY 2024 STAFFING FOR ADEQUATE FIRE AND
7 EMERGENCY RESPONSE ("SAFER") GRANT PROGRAM, RETROACTIVE TO
8 JULY 3, 2025; PROVIDING FOR THE ADOPTION OF RECITALS; PROVIDING
9 FOR INSTRUCTIONS TO THE DEPUTY CITY CLERK; PROVIDING AN EFFECTIVE
10 DATE.
11

12 WHEREAS, the Federal Emergency Management Agency ("FEMA"), under the Department
13 of Homeland Security (DHS), administers the Staffing for Adequate Fire and Emergency Response
14 (SAFER) Grant Program to provide funding directly to fire departments and volunteer firefighter
15 interest organizations to help increase or maintain the number of trained "front line" firefighters;

16 WHEREAS, the goal of the SAFER Grant Program is to enhance the ability of local fire
17 departments to comply with staffing, response, and operational standards established by the
18 National Fire Protection Association ("NFPA"), including standards 1710 and/or 1720;

19 WHEREAS, since FY 2005, the SAFER Grant Program has awarded approximately \$5.8
20 billion in funding to eligible applicants, and the FY 2024 program will provide \$324 million in
21 additional funding to approximately 300 fire departments;

22 WHEREAS, the City of Lauderdale Lakes ("City") has experienced a 55% increase in
23 emergency call volume from 2010 to 2024, straining existing fire-rescue services, and has
24 identified a critical need to increase staffing to ensure timely emergency response and
25 compliance with NFPA 1710 standards;

1 WHEREAS, at the City Commission Workshop held on June 23, 2025, the Commission
2 provided consensus to authorize staff to prepare and submit an application for the FY 2024 SAFER
3 Grant Program by the federal deadline of July 3, 2025;

4 WHEREAS, the application submitted requests funding for the hiring of thirteen (13) full-
5 time firefighter-paramedics to staff an additional rescue unit across three shifts;

6 WHEREAS, the total estimated cost of the three-year grant program is \$5,411,951.40, of
7 which the federal share is \$3,337,370.40 and the City's required contribution is estimated at
8 \$2,074,581.00;

9 WHEREAS, the Broward Sheriff's Office will coordinate with the City's Finance
10 Department to ensure the appropriate budgeting and grant compliance throughout the grant
11 period; and

12 WHEREAS, the City Commission desires to formally authorize the submission of the SAFER
13 Grant application retroactive to July 3, 2025, in order to ensure the City's continued eligibility for
14 the program.

15 NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF
16 LAUDERDALE LAKES AS FOLLOWS:

17 SECTION 1. ADOPTION OF RECITALS: The foregoing RECITALS are hereby ratified and
18 confirmed as being true, and the same are hereby made a part of this Resolution.

19 SECTION 2. AUTHORITY: The City Commission hereby authorizes and ratifies the
20 submission of the FY 2024 SAFER Grant Program application to FEMA, retroactive to July 3, 2025,
21 for funding in the amount of \$3,337,370.40 in federal funds, with an anticipated City match of
22 \$2,074,581 over a three-year period.

SECTION 3. INSTRUCTIONS TO THE DEPUTY CITY CLERK: The Deputy City Clerk and other appropriate City Officials are hereby authorized to take any and all action necessary to effectuate the intent of this Resolution.

[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 JULY 22, 2025.

VERONICA EDWARDS PHILLIPS, MAYOR

ATTEST:

PAVITRI BENASRIE-WATSON, CMC, DEPUTY 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, Acting City Manager; Chief Charles Hackett, BSO Fire Rescue

VOTE:

Mayor Veronica Edwards Phillips	_____ (For)	_____ (Against)	_____ (Other)
Vice-Mayor Tycie Causwell	_____ (For)	_____ (Against)	_____ (Other)
Commissioner Easton Harrison	_____ (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: No

Contract Requirement: Yes

Title

RESOLUTION 2025-091 AUTHORIZING THE MAYOR AND ACTING CITY MANAGER TO EXECUTE AN AMENDMENT TO FLORIDA RESILIENT GRANT AGREEMENT WITH B&Z DIVING SERVICES, LLC FOR THE CANAL 4 REHABILITATION PROJECT AS IS REQUIRED PER RESILIENT FLORIDA PROGRAM

Summary

This resolution authorizes the Mayor and Acting City Manager to execute an amendment to Florida Resilient Grant Agreement with B&Z Diving Services, LLC, for Canal 4 Rehabilitation Project.

Staff Recommendation

Background:

The City applied and was awarded a grant in the amount of \$1,500,000 under the Florida Resilient Program for Canal Rehabilitation in October 2021. The grant funds were accepted by Resolution 2022-117 in November 2022. The Florida Department of Environmental Protection (FDEP) has since made procedural changes to all their agreements for improved efficiency and oversight and needs to amend the agreement. The grant expires on June 30, 2026. Funds from this grant are currently being used to stabilize Canal #4 along NW 41st and will be used on other canals until the funding is depleted. Staff recommends that the City Commission authorize the amendment to the Agreement with B&Z Diving Services, LLC for Canal-4 as is required per Resilient Florida Program.

Funding Source:

Florida Department of Environmental Protection (FDEP): 401-334900-FRP18

Fiscal Impact:

The resolution is to authorize an amendment to that certain contract awarded to B&Z DIVING SERVICES, the Federal grant compliance requires that City's executed contract with B&Z Construction include Attachment 8-B: Contract Provisions for SLFRF Agreements.

Sponsor Name/Department: Maqsood Nasir: Director, Engineering Services & Construction Management

Meeting Date: 7/22/2025

ATTACHMENTS:

Description	Type
☐ Resolution 2025-091 Authorizing Amendment No. 2 for Canal 4 Project Agreement	Resolution
☐ Exhibit A - Amendment agreement	Exhibit
☐ Contract Provisions	Backup Material

1 RESOLUTION 2025-091

2
3 A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES,
4 FLORIDA; AUTHORIZING THE MAYOR, AND ACTING CITY MANAGER TO
5 EXECUTE AMENDMENT NO. 2 TO THE CONTRACT AGREEMENT #23-6310-
6 14B BY AND BETWEEN THE CITY OF LAUDERDALE LAKES AND B&Z DIVING
7 SERVICES, LLC D/B/A B&Z CONSTRUCTION, PROVIDING FOR
8 INCORPORATION OF ATTACHMENT 8-B: CONTRACT PROVISIONS FOR
9 STATE AND LOCAL FISCAL RECOVERY FUNDS ("SLFRF") AGREEMENTS,
10 PURSUANT TO FEDERAL GRANT REQUIREMENTS UNDER THE FLORIDA
11 RESILIENT PROGRAM; A DRAFT COPY OF AMENDMENT NO. 2 IS ATTACHED
12 HERETO AS **EXHIBIT A**; A COPY OF WHICH MAY BE INSPECTED IN THE
13 OFFICE OF THE CITY CLERK; PROVIDING FOR THE ADOPTION OF RECITALS;
14 PROVIDING FOR INSTRUCTIONS TO THE DEPUTY CITY CLERK; PROVIDING
15 AN EFFECTIVE DATE.
16

17 WHEREAS, the City Commission of the City of Lauderdale Lakes ("City") awarded Contract
18 Agreement #23-6310-14B to B&Z Diving Services, LLC d/b/a B&Z Construction ("Contractor") for
19 the repair, restoration, and stabilization of canal bank erosion for Canal 4 through Resolution
20 2023-092, adopted on July 25, 2023;

21 WHEREAS, the City was awarded a grant in the amount of \$1,500,000.00 from the Florida
22 Department of Environmental Protection ("FDEP") under the Florida Resilient Program for Canal
23 Rehabilitation in October 2021, with funds accepted via Resolution 2022-117 in November 2022;

24 WHEREAS, the FDEP has since made procedural changes requiring that all executed
25 contracts funded with State and Local Fiscal Recovery Funds ("SLFRF") include Attachment 8-B:
26 Contract Provisions for SLFRF Agreements, as part of federal compliance requirements;

27 WHEREAS, in order to remain compliant with SLFRF and FDEP guidelines as well as to
28 continue receiving reimbursement under the grant, it is necessary to amend the agreement with
29 the Contractor to include Attachment 8-B in its entirety;

1 WHEREAS, Amendment No. 2 to Contract Agreement #23-6310-14B which incorporates
2 Attachment 8-B is attached hereto as **Exhibit A**; and

3 WHEREAS, the funding source for the project is the Florida Department of Environmental
4 Protection (FDEP), Fund No. 401-334900-FRP18.

5 NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF
6 LAUDERDALE LAKES AS FOLLOWS:

7 SECTION 1. ADOPTION OF RECITALS: The foregoing RECITALS are hereby ratified and
8 confirmed as being true, and the same are hereby made a part of this Resolution.

9 SECTION 2. AUTHORITY: The City Commission hereby authorizes the Mayor and Acting
10 City Manager, to execute Amendment No. 2 to Contract Agreement #23-6310-14B by and
11 between the City of Lauderdale Lakes and B&Z Diving Services, LLC d/b/a B&Z Construction, to
12 incorporate Attachment 8-B: Contract Provisions for SLFRF Agreements, in accordance with the
13 requirements of the FDEP and federal grant compliance.

14 SECTION 3. INSTRUCTIONS TO THE DEPUTY CITY CLERK: The Deputy City Clerk, through
15 the Acting City Manager, is hereby authorized to obtain three (3) executed copies of the
16 Agreement with one (1) copy of the Agreement to be directed to B&Z Diving Services, LLC; with
17 one (1) copy to be maintained by the City; and with one (1) copy directed to the Office of the City
18 Attorney.

19
20 [REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
21
22

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 JULY 22, 2025.

VERONICA EDWARDS PHILLIPS, MAYOR

ATTEST:

PAVITRI BENASRIE-WATSON, CMC, DEPUTY 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: Maqsood Mohammad Nasir, Director of Engineering Services and Construction Management

VOTE:

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



AMENDMENT NO.2

CONTRACT AGREEMENT #23-6310-148 Canal Bank Stabilization -Canal 4 Project

THIS AMENDMENT , made and entered into the 22nd day of July, 2025, by and between the CITY OF LAUDERDALE LAKES, a municipal corporation, (hereinafter referred to as "CITY"), and B&Z DIVING SERVICES, LLC OBA B& Z CONSTRUCTION (CONTRACTOR) , a corporation authorized to do business in the State of Florida, (hereinafter referred to as "CONTRACTOR") , ("Parties") , whose Federal I.D. number is 45- 3140914.

W I T N E S S E T H:

WHEREAS , on July 25, 2023 (Resolution 2023-092), the CITY OF LAUDERDALE LAKES entered into an agreement with the CONTRACTOR for Canal Bank Stabilization - Canal 4 Project, 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 other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Resolution 2025-091 of the City Commission of Lauderdale Lakes, authorizing an amendment to that certain contract awarded to B&Z DIVING SERVICES, the Federal grant compliance requires that City's executed contract with B&Z Construction include Attachment 8-B: Contract Provisions for SLFRF Agreements. At this stage, the contract must be amended to incorporate this attachment in its entirety, pursuant to that certain Invitation to Bid No. 23-6310-14B , for construction improvement services for repair, restoration, and stabilization of canal bank erosion for canal 4.

Any amendments executed by the CITY and the CONTRACTOR shall become part of the official Contract Agreement.

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 _____, 2025.

B&Z DIVING SERVICES, LLC DBA B & Z CONSTRUCTION

Corporate Seal

Witness

Authorized Name, Title

As to the CITY on the _____ day of _____, 2025.

SEAL OF THE CITY OF LAUDERDALE LAKES

Venice Howard, Acting City Manager

Veronica Edwards Phillips, Mayor

APPROVED AS TO FORM

City Attorney

EXHIBITS 8-B WILL BE ATTACHED HERE

EXHIBIT 8-B

ATTACHMENT 8 Contract Provisions for Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Agreements

The Department, as a Non-Federal Entity as defined by 2 CFR §200.69, shall comply with the following provisions, where applicable. For purposes of this Grant Agreement between the Department and the Grantee, the term “Recipient” shall mean “Grantee.”

Further, the Department, as a pass-through entity, also requires the Grantee to pass on these requirements to all lower tier subrecipients/contractors, and to comply with the provisions of the award, the SLFRF implementing regulation, including applicable provisions of the OMB Uniform Guidance (2 CFR Part 200), and all associated terms and conditions. Therefore, Grantees must include these requirements in all related subcontracts and/or sub-awards. Grantees can include these requirements by incorporating this Attachment in the related subcontract and/or sub-awards, however for all such subcontracts and sub-awards, the Grantee shall assume the role of the Non-Federal Entity and the subrecipients shall assume the role of the Recipient.

2 CFR PART 200 APPENDIX 2 REQUIREMENTS

1. Administrative, Contractual, and Legal Remedies

The following provision is required if the Agreement is for more than \$150,000. In addition to any of the remedies described elsewhere in the Agreement, if the Recipient materially fails to comply with the terms and conditions of this Contract, including any Federal or State statutes, rules, or regulations, applicable to this Contract, the Non-Federal Entity may take one or more of the following actions.

- A. Temporarily withhold payments pending correction of the deficiency by the Recipient.
- B. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- C. Wholly or partly suspend or terminate this Contract.
- D. Take other remedies that may be legally available.

The remedies identified above, do not preclude the Recipient from being subject to debarment and suspension under Presidential Executive Orders 12549 and 12689. The Non-Federal entity shall have the right to demand a refund, either in whole or part, of the funds provided to the Recipient for noncompliance with the terms of this Agreement.

2. Termination for Cause and Convenience

Termination for Cause and Convenience are addressed elsewhere in the Agreement.

3. Equal Opportunity Clause

The following provision applies if the agreement meets the definition of “federally assisted construction contract” as defined by 41 CFR Part 60-1.3:

During the performance of this Agreement, the Recipient agrees as follows:

- A. The Recipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Recipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - i. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. The Recipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's

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essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Recipient's legal duty to furnish information.

- D. The Recipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the Recipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. The Recipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. The Recipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- G. In the event of the Recipient's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Recipient may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- H. The Recipient will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Recipient will take such action with respect to any subcontractor purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

4. Contract Work Hours and Safety Standards Act

Where applicable, if the Agreement is in excess of \$100,000 and involves the employment of mechanics or laborers, the Recipient must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Recipient must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. Rights to Inventions Made Under Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the Non-Federal Entity or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Non-Federal Entity or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

6. Clean air Act (42 U.S.C. 7401-7671q.), the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), and EPA Regulations

If the Agreement is in excess of \$100,000, the Recipient shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and by the EPA (40 CFR Part 15). Violations must be reported to the

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Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

- i. The Grantee shall include these requirements for the Clean Air Act and the Federal Water Pollution Act in each subcontract exceeding \$100,000 financed in whole or in part with SLFRF funds.

7. Debarment and Suspension (Executive Orders 12549 and 12689)

The Recipient certifies that it is not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 and 2 CF 1200 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

8. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

The Recipient certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. If applicable, the Recipient shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award, using form SF-LLL, available at:

https://apply07.grants.gov/apply/forms/sample/SFLLL_1_2_P-V1.2.pdf.

- i. Grantees who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient.

9. Procurement of Recovered Materials

The Recipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act as described in 2 CFR part 200.322.

10. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

The Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. See Section 889 of Public Law 115-232 (National Defense Authorization Act 2019). Also, see 2 CFR 200.216 and 200.471.

11. Domestic Preferences for Procurement

The Recipients and subrecipients must, to the greatest extent practical, give preference to the purchase, acquisition, or use of goods, products, or materials produced in the United States in accordance with 2 CFR 200.322.

ADMINISTRATIVE

1. General Federal Regulations

Recipients shall comply with the regulations listed in 2 CFR 200, 48 CFR 31, and 40 U.S.C. 1101 *et seq.*

2. Rights to Patents and Inventions Made Under a Contract or Agreement

Rights to inventions made under this assistance agreement are subject to federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 U.S.C. 200 through 212.

3. Compliance with the Trafficking Victims Protection Act of 2000 (2 CFR Part 175)

Recipients, their employees, subrecipients under this award, and subrecipients' employees may not:

- A. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- B. Procure a commercial sex act during the period of time that the award is in effect; or
- C. Use forced labor in the performance of the award or subawards under the award.

4. Whistleblower Protection

Recipients shall comply with U.S.C. §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection. This requirement applies to all awards issued after July 1, 2013 and effective December 14, 2016 has been permanently extended (Public Law (P.L.) 114-261).

- A. This award, related subawards, and related contracts over the simplified acquisition threshold and all

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employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).

- B. Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.
- C. The Recipient shall insert this clause, including this paragraph C, in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause, including this paragraph C in any subawards and contracts awarded prior to the effective date of this provision.

5. Notification of Termination (2 CFR § 200.340)

In accordance with 2 CFR § 200.340, in the event that the Agreement is terminated prior to the end of the period of performance due to the Recipient's or subcontractor's material failure to comply with Federal statutes, regulations or the terms and conditions of this Agreement or the Federal award, the termination shall be reported to the Office of Management and Budget (OMB)-designated integrity and performance system, accessible through System for Award Management (SAM) currently the Federal Awardee Performance and Integrity Information System (FAPIS). The Non-Federal Entity will notify the Recipient of the termination and the Federal requirement to report the termination in FAPIS. See 2 CFR § 200.340 for the requirements of the notice and the Recipient's rights upon termination and following termination.

6. Additional Lobbying Requirements

- A. The Recipient certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.
- B. The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 et seq.), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code, from receiving federal funds through an award, grant (and/or subgrant) or loan unless such organization warrants that it does not, and will not engage in lobbying activities prohibited by the Act as a special condition of such an award, grant (and/or subgrant), or loan. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.
- C. Pursuant to 2 CFR §200.450 and 2 CFR §200.454(e), the Recipient is hereby prohibited from using funds provided by this Agreement for membership dues to any entity or organization engaged in lobbying activities.

7. Increasing Seat Belt Use in the United States

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Grantee is encouraged to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles.

8. Reducing Text Messaging While Driving

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Grantee is encouraged to adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.

9. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970

Where applicable, 42 U.S.C. §§ 4601-4655 and implementing regulations apply to this Agreement.

COMPLIANCE WITH ASSURANCES

1. Assurances

Recipients shall comply with all applicable assurances made by the Department or the Recipient to the Federal Government during the Grant application process.

FEDERAL REPORTING REQUIREMENTS

1. FFATA

Grant Recipients awarded a new Federal grant greater than or equal to \$30,000 awarded on or after October 1, 2015, are subject to the FFATA the Federal Funding Accountability and Transparency Act ("FFATA") of 2006. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov. The Grantee agrees to provide the information necessary, within one (1) month of execution, for the Department to comply with this requirement.

Attachment 8

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DEPARTMENT OF TREASURY-SPECIFIC

1. Civil Rights Compliance

Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services or otherwise discriminate on the basis of race, color, national origin, (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following: Title VI of Civil Rights Acts of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department of Treasury implementing regulations at 31 CFR part 23.

The Department of Treasury will request information on recipients' compliance with Title VI of the Civil Rights Act of 1964, as applicable, on an annual basis. This information may include a narrative describing the recipient's compliance with Title VI, along with other questions and assurances.

SLFRF-SPECIFIC

1. Period of Performance

All funds from SLFRF must be obligated by December 31, 2024 and expended by December 31, 2026.

2. Equipment and Real Property Management

Any purchase of equipment or real property with SLFRF funds must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose. Consistent with 2 CFR 200.311 and 2 CFR 200.313, any equipment or real property acquired using SLFRF funds shall vest in the non-Federal entity. Any acquisition and maintenance of equipment or real property must also be in compliance with relevant laws and regulations.

SLFRF INFRASTRUCTURE PROJECTS

For all infrastructure projects, the Grantee shall provide the following project information on a quarterly basis to the Department:

- i. Projected/actual construction start date (month/year)
- ii. Projected/actual initiation of operation date (month/year)
- iii. Location details

SLFRF INFRASTRUCTURE PROJECTS OVER \$10 MILLION

For infrastructure projects over \$10 million, the following provisions apply:

1. Wage Certification

Grantees may provide a certification that all laborers and mechanics employed by Grantee in the performance of such project are paid wages at the rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with the Davis-Bacon Act, for the corresponding classes of laborers and mechanics employed projected of a character similar to the contract work in the civil subdivision of Florida in which the work is to be performed. If the Grantee does not provide such certification, the Grantee must provide a project employment and local impact report detailing:

- i. The number of employees of contractors and sub-contractors working on the project;
- ii. The number of employees on the project hired directly and hired through a third party;
- iii. The wages and benefits of workers on the project by classification; and
- iv. Whether those wages are at rates less than those prevailing.

Grantee must maintain sufficient records to substantiate this information upon request.

2. Project Labor Agreements

Grantees may provide a certification that the project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with the section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the Grantee does not provide such certification, the Grantee must provide a project workforce continuity plan, detailing:

- i. How the Grantee will ensure the project has ready access to a sufficient supply of

appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project;

- ii. How the Grantee will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project;
- iii. How the Grantee will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities;
- iv. Whether workers on the project will receive wages and benefits that will secure and appropriately skilled workforce in the context of the local or regional labor market; and
- v. Whether the project has completed a labor agreement.

3. Other Reporting Requirements

Grantees must report whether the project prioritizes local hires and whether the project has Community Benefit Agreement, with a description of any such agreement, if applicable.

SLFRF WATER & SEWER PROJECTS

For water and sewer projects, Grantees shall provide the following information to the Department once the project starts:

- i. National Pollutant Discharge Elimination System (NPDES) Permit Number
- ii. Public Water System (PWS) ID number
- iii. Median Household Income of service area
- iv. Lowest Quintile Income of the service area

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: No

Contract Requirement: No

Title

RESOLUTION 2025-092 CANCELLING THE CITY COMMISSION WORKSHOP SCHEDULED FOR AUGUST 11, 2025 AND AUGUST 25, 2025, AND THE REGULAR CITY COMMISSION MEETINGS SCHEDULED FOR AUGUST 12, 2025 AND AUGUST 26, 2025

Summary

This resolution cancels the City Commission Workshops and City Commission Meetings scheduled for the month of August.

Staff Recommendation

Background:

The City Commission traditionally takes a break in the summer in order to have a respite from the affairs of governance and particularly, budget preparation.

Funding Source:

Fiscal Impact:

Sponsor Name/Department: Venice Howard, MMC - Acting City Manager/City Clerk - City Manager/ City Clerk's Office

Meeting Date: 7/22/2025

ATTACHMENTS:

Description	Type
☐ Resolution 2025-092 Cancelling August 2025 CC Meetings and Workshops	Resolution

1 RESOLUTION 2025-092

2
3 A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES,
4 FLORIDA; CANCELLING CITY COMMISSION WORKSHOP MEETINGS
5 CURRENTLY SCHEDULED FOR AUGUST 11, 2025, AND AUGUST 25, 2025,
6 AND FURTHER CANCELLING THE CITY COMMISSION REGULAR MEETINGS
7 CURRENTLY SCHEDULED FOR AUGUST 12, 2025, AND AUGUST 26, 2025;
8 PROVIDING FOR THE ADOPTION OF RECITALS; PROVIDING FOR
9 INSTRUCTIONS TO THE DEPUTY CITY CLERK; PROVIDING AN EFFECTIVE
10 DATE.
11

12 WHEREAS, the City of Lauderdale Lakes' ("City") City Commission traditionally recesses in
13 the summer to have respite from the affairs of City governance and, particularly, for budget
14 preparation, and;

15 WHEREAS, the City Commission has determined it to be in the best interest of the City
16 that the City Commission's Workshop and Regular meetings presently scheduled for August 2025
17 be cancelled to provide the City Commission, City Staff, residents, visitors, and the business
18 community an appropriate mid-summer pause.

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.

23 SECTION 2. APPROVAL: The City Commission of Lauderdale Lakes hereby approves the
24 cancellation of the City Commission Workshop meetings currently scheduled for August 11, 2025,
25 and August 25, 2025, and the City Commission Regular meetings scheduled for August 12, 2025,
26 and August 26, 2025.

SECTION 3. INSTRUCTIONS TO THE DEPUTY CITY CLERK: The Deputy City Clerk, through the Acting City Manager, is hereby directed, to publish such required cancellation notices of such City Commission Workshop and Regular meetings as may be necessary and to take any and all actions 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 JULY 22, 2025.

VERONICA EDWARDS PHILLIPS, MAYOR

ATTEST:

PAVITRI BENASRIE-WATSON, CMC, DEPUTY 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: Pavitri Benasrie-Watson, CMC, Deputy City Clerk

VOTE:

Mayor Veronica Edwards Phillips	_____ (For)	_____ (Against)	_____ (Other)
Vice-Mayor Tycie Causwell	_____ (For)	_____ (Against)	_____ (Other)
Commissioner Easton Harrison	_____ (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: No

Contract Requirement: No

Title

RESOLUTION 2025-093 ADOPTING A PRELIMINARY RATE FOR STORMWATER SERVICES FOR FISCAL YEAR 2026 AND SETTING A DATE FOR A PUBLIC HEARING TO ESTABLISH THE FINAL RATE AND ASSESSMENT ROLL

Summary

The resolution establishes the preliminary rates for the stormwater charges to be collected through the Broward County Property Appraiser (BCPA) only. The Stormwater rate is maintained at \$6.25 per month per equivalent residential unit (ERU) or \$75 per year. This rate will generate \$355,725 in revenues for this collection method for Fiscal Year 2026.

Staff Recommendation

Background:

The Stormwater assessment fees were established for the purposes of maintaining and funding the Stormwater Management Program.

In order for the Broward County Property Appraiser (BCPA) to provide these billing services, it is necessary for the City to certify an assessment roll and establish the rate information. This resolution authorizes the City Staff to provide to BCPA the certified property roll and preliminary rate structure for stormwater services prior to the August 4, 2025 deadline. The rate and public hearing date will be published on the Truth in Millage (TRIM) notice. A public hearing to set the final rate is scheduled for the September 15, 2025 City Commission Meeting.

Staff recommends adoption of the resolution to fund Stormwater management services.

Funding Source:

Funding Source: No current year fiscal impact associated with this action.

Fiscal Impact:

No current year fiscal impact associated with this action.

Sponsor Name/Department: Susan Gooding-Liburd, Interim Financial Services Consultant

Meeting Date: 7/22/2025

ATTACHMENTS:

Description	Type
❑ Resolution 2025-093 Preliminary Stormwater Services Rate for FY 2026	Resolution
❑ Exhibit A - FY 2026 Prelim Stormwater Assessment Rate	Exhibit

RESOLUTION 2025-093

A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA, ADOPTING A PRELIMINARY RATE FOR STORMWATER UTILITY SERVICES FOR FY 2025/2026; PROVIDING FOR AN ESTIMATE OF STORMWATER UTILITY COSTS, A DRAFT COPY OF WHICH IS ATTACHED HERETO AS **EXHIBIT A**; PROVIDING FOR THE ADOPTION OF RECITALS; AUTHORIZING THE DATE, TIME, AND PLACE OF A PUBLIC HEARING TO CONSIDER AND ESTABLISH THE FINAL RATE AND TO ADOPT A NON-AD VALOREM ASSESSMENT ROLL; PROVIDING FOR INSTRUCTIONS TO THE DEPUTY CITY CLERK; PROVIDING AN EFFECTIVE DATE

WHEREAS, Chapter 90, Section 90-55(a) of the Lauderdale Lakes Code of Ordinances provides for the implementation of stormwater utility user fees;

WHEREAS, stormwater utility rates are to be collected through the Broward County Property Appraiser ("BCPA") only;

WHEREAS, the stormwater rate is maintained at Six and 25/100 Dollars (\$6.25) per month per equivalent residential unit ("ERU") or Seventy-Five and No/100 Dollars (\$75.00) annually;

WHEREAS, the stormwater rate will generate Three Hundred Fifty-Five Thousand Seven Hundred Twenty-Five Dollars and No/100 (\$355,725.00) in revenue for Fiscal Year 2026;

WHEREAS, in order for BCPA to provide billing services, City staff must certify an assessment roll and establish the rate information;

WHEREAS, City staff shall provide to BCPA the certified property roll and preliminary rate structure for stormwater services prior to August 4, 2025;

WHEREAS, no current-year fiscal impact is associated with this action; and

WHEREAS, City Staff recommends the adoption of the Resolution to fund stormwater management services.

1 NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF
2 LAUDERDALE LAKES AS FOLLOWS:

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

6 SECTION 2. ADOPTION OF PRELIMINARY STORMWATER UTILITY SERVICES RATE FOR
7 FY 2025/2026: The preliminary Stormwater Utility Service rates for the upcoming fiscal year
8 beginning October 1, 2025, through September 30, 2026, are described in **Exhibit A**, attached
9 hereto and made a specific part hereof.

10 SECTION 3. ESTIMATE OF STORMWATER UTILITY SERVICE ASSESSED COSTS: A current
11 estimate for Stormwater Utility Service costs for FY 2025/2026 is set forth in **Exhibit A**, attached
12 hereto and made a specific part hereof.

13 SECTION 4. PUBLIC HEARING: There shall be a public hearing to consider and establish
14 the final rates for Stormwater Utility Services and to adopt a non-ad valorem assessment roll, on
15 September 15, 2025, at 7:00 p.m., or as soon thereafter as the item may be heard, in the
16 Commission Chambers of City Hall, located at 4300 N.W. 36th Street, Lauderdale Lakes, Broward
17 County, Florida.

18 SECTION 5. DIRECTIONS TO DEPUTY CITY CLERK: The Deputy City Clerk, in cooperation
19 with the City's Financial Services Consultant, through the Acting City Manager, is hereby
20 authorized and directed to do the following:

- 21 a) Advise Broward County through the appropriate divisions, including the Property
22 Appraiser's Office and the Records, Taxes, and Treasury Division, of the preliminary

Stormwater Utility rates for FY 2025/2026 and the date, time, and place of the public hearing to consider and establish the final stormwater utility rates for FY 2025/2026, by delivering to the appropriate Broward County Divisions, a certified copy of this Resolution.

b) Publish the notice as required by Florida Statute 197.3632(4)(b).

c) Mail the notice as is required by Florida Statute 197.3632(4)(b), using information then available from the Tax Roll.

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SECTION 6. 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 JULY 22, 2025.

VERONICA EDWARDS PHILLIPS, MAYOR

ATTEST:

PAVITRI BENASRIE-WATSON, CMC, DEPUTY 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: Susan Gooding-Liburd, Financial Services Consultant

VOTE:

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

EXHIBIT A

Preliminary

Storm Water Fees Billed through the
Broward County Property Appraiser

For Fiscal Year 2026
(October 1, 2025 – September 30, 2026)

Rate Component

Certified Rate

Residential Unit (Single-family):

\$6.25 per Equivalent Residential Unit
(ERU) per month or \$75.00 Per Year

Billed through Broward County Property
Appraiser

All other services:

All other units (multifamily and commercial) will be billed through other methods.

Total Amount to be collected through this method of collection: \$355,725.00

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: No

Contract Requirement: No

Title

RESOLUTION 2025-094 ADOPTING A PRELIMINARY RATE FOR SOLID WASTE SERVICES FOR FY 2025/2026

Summary

This resolution establishes the FY 2026 Solid Waste collection fees. Solid waste collection rates are established in the franchise agreement between the City of Lauderdale Lakes and the City's waste hauler, Waste Management.

Staff Recommendation

Background:

The Proposed FY 2026 Solid Waste is \$272.00 per residential parcel. This rate is reflected in Exhibit A, and it generates \$1,455,472 in revenues for Fiscal Year 2026. This resolution establishes the preliminary rates for solid waste service charges to be collected through the Broward County Property Appraiser's Office (BCPA) only.

In order for the Broward County Property Appraiser (BCPA) to provide the billing and collection services, it is necessary for the City to certify an assessment roll and establish the rate information. The City will bill and collect surcharges collectable from single family residences, including optional "back door" pick up services for a limited number of property owners. This resolution authorizes the City Staff to provide to BCPA the certified property roll and preliminary rate structure for solid waste services prior to the August 4, 2025 deadline. The rate and public hearing will be published on the TRIM. A public hearing to set the final rate is scheduled for the City Commission Meeting on September 15, 2025.

Staff recommends adoption of the resolution to fund solid waste services.

Funding Source:

Fiscal Impact:

No current year fiscal impact associated with this action.

Sponsor Name/Department: Susan Gooding-Liburd, Interim Financial Services Consultant

Meeting Date: 7/22/2025

ATTACHMENTS:

Description	Type
☐ Resolution 2025-094 FY 2026 Proposed Solid Waste Assessment Rate	Resolution
☐ Exhibit A - FY 2026 Proposed Solidwaste Assessment Rate	Exhibit

1 RESOLUTION 2025-094

2
3 A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES,
4 FLORIDA, ADOPTING A PRELIMINARY RATE FOR SOLID WASTE
5 SERVICES FOR FY 2025/2026 AS SET FORTH IN THE ATTACHED
6 **EXHIBIT A**; PROVIDING FOR THE ADOPTION OF RECITALS; PROVIDING
7 FOR INSTRUCTIONS TO THE DEPUTY CITY CLERK; AUTHORIZING THE
8 DATE, TIME, AND PLACE OF A PUBLIC HEARING TO RECEIVE AND
9 CONSIDER COMMENTS FROM THE PUBLIC; PROVIDING AN
10 EFFECTIVE DATE.

11
12 WHEREAS, the City of Lauderdale Lakes ("City") has determined that there is a need,
13 within the municipal limits of the City, for the collection and disposal of trash, garbage, and other
14 refuse;

15 WHEREAS, the City has granted an exclusive franchise to Waste Management, Inc. of
16 Florida ("Waste Management") to collect and remove trash, garbage, and other refuse within
17 and throughout the City for the benefit of the City and its residents ("Franchise Agreement");

18 WHEREAS, pursuant to the Franchise Agreement, Waste Management is authorized to
19 charge and collect certain collection and disposal fees;

20 WHEREAS, in order for the Broward County Property Appraiser ("BCPA") to provide the
21 billing and collection services, it is necessary for the City to certify an assessment roll and
22 establish rate information;

23 WHEREAS, the City shall bill and collect surcharges collectable pursuant to the Franchise
24 Agreement from single-family residences by separate billing to the affected property owners,
25 including, but not limited to, optional "back door" pickup services;

26 WHEREAS, the proposed FY 2026 Solid Waste rate is Two Hundred Seventy-Two and
27 No/100 Dollars (\$272.00) per residential parcel as set forth in the attached **Exhibit A**;

WHEREAS, the proposed rate is expected to generate One Million Four Hundred Forty-Seven Thousand Eight Hundred Fifty-Six and No/100 Dollars (\$1,447,856.00) in revenues for FY 2026;

WHEREAS, this Resolution establishes the preliminary rates for solid waste service charges to be collected only by and through BCPA;

WHEREAS, City staff shall provide to BCPA the certified property roll and preliminary rate structure for solid waste services prior to August 4, 2025;

WHEREAS, a public hearing to set the final rate is scheduled for the City Commission Meeting on September 15, 2025, at 7:00pm;

WHEREAS, there is no current-year fiscal impact; and

WHEREAS, City staff recommends the adoption of this Resolution to fund solid waste services.

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 is hereby incorporated by reference and made part of this Resolution.

SECTION 2. ADOPTION OF PRELIMINARY SOLID WASTE SERVICE RATE FOR FY 2025/2026: The preliminary solid waste rates for single-family residences for the upcoming fiscal year beginning October 1, 2025, through September 30, 2026, is set forth and described in **Exhibit A**, attached hereto and made a specific part hereof.

1 SECTION 3. PUBLIC HEARING: There shall be a public hearing to consider and establish
2 the final rates for Solid Waste Services, on September 15, 2025, at 7:00 p.m., or as soon thereafter
3 as the item may be heard, in the Commission Chambers of City Hall, located at 4300 N.W. 36th
4 Street, Lauderdale Lakes, Broward County, Florida.

5 SECTION 4. DIRECTIONS TO THE DEPUTY CITY CLERK: The Deputy City Clerk, in cooperation
6 with the City's Financial Services Consultant, through the Acting City Manager, is hereby authorized
7 and directed to do the following:

8 A. Advise Broward County, through the appropriate divisions, including the
9 Property Appraiser's Office and the Records, Taxes, and Treasury Division, of the final solid
10 waste service rates for single-family residences for FY 2025/2026, and the date time and
11 place of the public hearing to consider and establish the final Solid Waste Service rates for
12 single-family residences, for FY 2025/2026, by delivering to the appropriate Broward County
13 Divisions, a certified copy of this Resolution.

14 B. Publish the notice as required by Florida Statute 197.3632(4)(b).

15 C. Mail the notice as is required by Florida Statute 197.3632(4)(b), using
16 information then available from the Tax Roll.

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SECTION 5. 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 JULY 22, 2025.

VERONICA EDWARDS PHILLIPS, MAYOR

ATTEST:

PAVITRI BENASRIE-WATSON, CMC, DEPUTY 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: Susan Gooding-Liburd, Financial Services Consultant

VOTE:

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

EXHIBIT A

Preliminary

Solid Waste Rates Billed through the
Broward County Property Appraiser

For Fiscal Year 2026
(October 1, 2025 – September 30, 2026)

<u>Rate Component</u>	<u>Proposed Rate</u>
Residential (Single-family):	
Combined Curbside Service and Recycling Billed through Broward County Property Appraiser	\$272.00
Optional Backyard Surcharge \$2.61	
Billed Quarterly through Broward County Office of Water and Wastewater Services	
All other services: Billed through Waste Management per contract	
Total amount to be collected: <u>\$1,455,472.00</u>	

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: No

Contract Requirement: No

Title

RESOLUTION 2025-095 ADOPTING THE PRELIMINARY FIRE-RESCUE SERVICES ASSESSMENT RATES FOR FISCAL YEAR 2026 AND SETTING A DATE FOR A PUBLIC HEARING TO ESTABLISH THE FINAL RATES FOR FIRE RESCUE SERVICES

Summary

This resolution provides for compliance with Section 46-288 of Chapter 46 the City Code of Ordinances and directs compliance with Florida Statutes 197.3632. This preliminary rate resolution accomplishes the following: (a) establishes the City's desire to maintain a fire service function and derive revenue through a fire assessment, (b) provides for an estimate of revenue derived from the non-ad valorem assessment, (c) sets the preliminary fire assessment rates per each category of property, (d) authorizes the preparation of an updated assessment roll, publication of proper notice, and (e) sets the date and time of a public hearing to establish final rates.

Staff Recommendation

Background:

The proposed resolution directs staff to certify the preliminary rate information contained in Exhibit A of the resolution to the Broward County Property Appraiser's (BCPA) Office before the August 4, 2025 deadline. The rate and public hearing will be published on the TRIM notice. A public hearing to set the final rate is scheduled for the September 15, 2025, City Commission Meeting.

Fire Assessment Rate Information: It should be noted that this resolution maintains the existing fire rescue assessment rate schedule. The rates recommended for preliminary certification for FY 2026 year are based upon the amount needed to fund the contract with the Broward Sheriff's Office for all fire response and suppression efforts. The preliminary rates are reflected in Exhibit A.

Funding Source:

Fiscal Impact:

No current year fiscal impact associated with this action.

Sponsor Name/Department: Susan Gooding-Liburd, Interim Financial Services Consultant

Meeting Date: 7/22/2025

ATTACHMENTS:

Description	Type
☐ Resolution 2025-095 Adopting Preliminary Fire Rescue Assessment Rate 2026	Resolution
☐ Exhibit A - FY 2026 Fire Rescue Assessment Rate	Exhibit

1 RESOLUTION 2025-095

2
3 A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES,
4 FLORIDA, PURSUANT TO CHAPTER 46, SECTION 46-288 OF THE
5 LAUDERDALE LAKES CODE OF ORDINANCES, ADOPTING THE PRELIMINARY
6 FIRE-RESCUE SERVICES ASSESSMENT RATES FOR FISCAL YEAR 2025/2026,
7 AS SET FORTH IN **EXHIBIT A** ATTACHED HERETO; PROVIDING FOR THE
8 ADOPTION OF RECITALS; SETTING THE DATE, TIME, AND PLACE OF A
9 PUBLIC HEARING TO RECEIVE PUBLIC COMMENT AND TO CONSIDER FINAL
10 ADOPTION OF THE ANNUAL RATE RESOLUTION; PROVIDING
11 INSTRUCTIONS TO THE DEPUTY CITY CLERK; AND PROVIDING FOR AN
12 EFFECTIVE DATE.
13

14 WHEREAS, Chapter 46 of the Code of Ordinances provides for annual proceedings for the
15 implementation of a Fire Rescue Services Assessment, including the adoption of a "Preliminary Rate
16 Resolution" by the City Commission;

17 WHEREAS, the City of Lauderdale Lakes ("City") has contracted with the Broward Sheriff's
18 Office("BSO") to provide fire rescue services, including fire response, fire suppression, fire
19 prevention, and other services for the enhanced protection of life and property in the City;

20 WHEREAS, all of the real property within the boundaries of the City limits has been
21 determined to receive a special benefit from the provision of services by the fire rescue services
22 provided by BSO to the City;

23 WHEREAS, the preliminary rates recommended for the imposition of the annual fire
24 rescue service assessment for FY 2025/2026, attached hereto as **Exhibit A**, are based upon the
25 amount needed to fund the contract with BSO for all fire response and suppression efforts;

26 WHEREAS, City staff is directed to certify the preliminary rate information provided within
27 **Exhibit A** to the Broward County Property Appraiser's Office prior to August 4, 2025; and

28 WHEREAS, no current-year fiscal impact is associated with this Resolution.

1 NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE
2 LAKES AS FOLLOWS:

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

6 SECTION 2. ADOPTION OF PRELIMINARY RATE RESOLUTION FOR THE FIRE RESCUE
7 SERVICES ASSESSMENT FOR FY 2025/2026: This Resolution constitutes the Preliminary Rate
8 Resolution as is required by Chapter 46, Section 46-288 of the Code of Ordinances, in connection
9 with the proceedings for the imposition of an annual Fire Rescue Services Assessment.

10 SECTION 3. ESTIMATE OF FIRE RESCUE SERVICES ASSESSED COSTS: A current estimate
11 for Fire Rescue Service costs for FY 2025/2026 is set forth in **Exhibit A**, attached hereto and made a
12 specific part hereof.

13 SECTION 4. ESTABLISHMENT OF PRELIMINARY RATE: The preliminary Fire Rescue
14 Service rates for the upcoming fiscal year beginning October 1, 2025, through September 30, 2026,
15 are described in **Exhibit A**, attached hereto and made a specific part hereof.

16 SECTION 5. PUBLIC HEARING: There shall be a public hearing to consider and establish
17 the final rates for Fire Rescue Services on September 15, 2025, at 7:00 p.m., or as soon thereafter
18 as the item may be heard, in the Commission Chambers of City Hall, located at 4300 N.W. 36th
19 Street, Lauderdale Lakes, Broward County, Florida.

20 SECTION 6. DIRECTIONS TO THE DEPUTY CITY CLERK: The Deputy City Clerk, in
21 cooperation with the Interim Director of Financial Services, through the Acting City Manager, is
22 hereby authorized and directed to do the following:

1 A. Advise Broward County through the appropriate divisions, including the Property
2 Appraiser's Office and the Records, Taxes, and Treasury Division, of the preliminary Fire Rescue
3 Service rates for FY 2025/2026, and the date, time, and place of the public hearing to consider and
4 establish the final Fire Rescue Service rates for FY 2025/2026, by delivering to the appropriate
5 Broward County Divisions, a certified copy of this Resolution.

6 B. Publish the notice as required by Florida Statute 197.3632(4)(b).

7 C. Mail the notice as required by Florida Statute 197.3632(4)(b) using information then
8 available from the Tax Roll.

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SECTION 7. 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 JULY 22, 2025.

VERONICA EDWARDS PHILLIPS, MAYOR

ATTEST:

PAVITRI BENASRIE-WATSON, CMC, DEPUTY 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: Susan Gooding-Liburd, Interim Director of Financial Services

VOTE:

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

EXHIBIT A

FIRE RESCUE ASSESSMENT RATES

PRELIMINARY

CITY OF LAUDERDALE LAKES FIRE ASSESSMENT RATE SCHEDULE – FY 2026

October 1, 2025 – September 30, 2026

Type	Class	Rate	# of Parcels	Tax Base	Taxes	# of Ex Parcels	Ex Base	Total	Total Base
R	RESIDENTIAL	333.84	12,099	12,100.00	4,039,464.00	0	0	12,099	12,100.00
M	MULTI-FAMILY	402.35	125	2,193.00	882,353.55	0	0	125	2,193.00
A	ACREAGE	731.28	41	49.15	35,942.44	0	0	41	49.15
C	COMMERCIAL	36.20	121	2,111,525.00	764,372.09	0	0	121	2,111,525.00
W	WAREHOUSE-INDUSTRIAL	4.16	25	941,628.00	39,171.72	0	0	25	941,628.00
I	INSTITUTIONAL	43.88	37	1,283,977.00	563,409.06	0	0	37	1,283,977.00
V	COMMON AREAS		0	-	0.00	69	7,883	69	7,883.00
X	GOVERNMENTAL EXEMPT		0	-	0.00	200	924,023	200	924,023.00
S	SPEC./COMB.		6	1,550,042.00	561,003.02	0	0	6	1,550,042.00
	TOTALS		12,454	5,901,514.15	\$ 6,885,715.88	269	931,906.00	12,723	6,833,420.15

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: No

Contract Requirement: No

Title

RESOLUTION 2025-096 ADOPTING A TENTATIVE MILLAGE RATE FOR FISCAL YEAR 2026 ESTABLISHING OF A ROLLED-BACK RATE AND SETTING A DATE FOR A PUBLIC HEARING ON THE PROPOSED OPERATING AND DEBT SERVICE MILLAGE RATES

Summary

This resolution meets the requirements of Section 200.065 of the Florida Statutes by establishing and advising the Broward County Property Appraiser (BCPA) of the Fiscal Year 2026 proposed millage, proposed voted debt millage, rolled-back rate, and the date, time, and place of the first public hearing to preliminarily adopt the Fiscal Year 2026 millage rates. The preliminary millage, once established, will be the rate advertised on the preliminary tax statements (Truth in Millage/TRIM notices) sent to property owners in August.

Staff Recommendation

Background:

Following the provisions of the Florida Statutes 200.065 regarding Truth in Millage (TRIM), certain actions are required of the City. According to the local government TRIM timetable, the taxing authority (CITY) shall advise the BCPA of the proposed millage, rolled-back rate, and date, time, and place of the first Public Budget Hearing within thirty-five (35) days of receipt of the certified taxable values. In order to meet the time schedule, the City Commission should adopt a proposed millage rate and notify the BCPA no later than August 4, 2025 to be levied on all taxable properties for general operations.

It should be noted that this resolution sets a proposed millage rate of 8.6000 mills for operating purposes. The resolution also includes a proposed millage rate of .4910 for the voted debt service. Therefore, the total proposed millage rate will be 9.0910.

Operating Millage Rate	8.6000 (no change from prior year rate)
Debt Service Millage Rate	.4910 no change from prior year's rate)
	9.0910 (no change from prior year's rate)

The rolled-back rate, calculated at 8.0424 will require the City's advertisement to show a tax increase of 6.93% above the rolled-back rate if the recommended millage rate of 8.6000 is set. The voted debt service rate is not included in this calculation. This resolution also establishes the date, time, and place of the first Public Budget Hearing on the proposed millage rate. The first public hearing on the millage is scheduled for September 10, 2025 at 6:00 p.m. in the Commission Chambers of City Hall.

Staff recommends the resolution be adopted as presented with the understanding that the preliminary rate can decrease; however, it cannot increase from the advertised rate without special procedures.

Funding Source:

Fiscal Impact:

No current year fiscal impact associated with this action.

Sponsor Name/Department: Susan Gooding-Liburd, Interim Financial Services Consultant

Meeting Date: 7/22/2025

ATTACHMENTS:

Description

Type

Resolution 2025-096 Adopting Tentative Millage Rate FY 2025-2026 Resolution

1 RESOLUTION 2025-096

2
3 A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE
4 LAKES, FLORIDA, ADOPTING A TENTATIVE MILLAGE RATE FOR
5 THE FISCAL YEAR 2025/2026 COMMENCING OCTOBER 1, 2025,
6 THROUGH SEPTEMBER 30, 2026; FURTHER SETTING A DATE AND
7 TIME FOR THE FIRST PUBLIC HEARING; PROVIDING FOR THE
8 ADOPTION OF RECITALS; PROVIDING FOR THE ESTABLISHMENT
9 OF A DATE, TIME, AND PLACE FOR A FINAL PUBLIC HEARING;
10 PROVIDING FOR DIRECTIONS TO THE DEPUTY CITY CLERK; AND
11 PROVIDING FOR AN EFFECTIVE DATE.
12

13
14 WHEREAS, Section 200.065, Florida Statutes, establishes specific guidelines and
15 timetables that local taxing authorities must follow in adopting millage rates and budgets,
16 including the requirement to certify a proposed millage rate, a rolled-back rate, and the date,
17 time, and place of the first public budget hearing to the Broward County Property Appraiser
18 ("BCPA");

19 WHEREAS, the City of Lauderdale Lakes ("City") has received the certified taxable
20 values from the BCPA and is required to advise the BCPA of the proposed millage rate(s)
21 no later than August 4, 2025;

22 WHEREAS, the City Commission proposes a Fiscal Year 2026 operating millage rate
23 of 8.6000 mills, which represents no change from the prior year's adopted rate;

24 WHEREAS, the City Commission proposes a Fiscal Year 2026 voted debt service
25 millage rate of 0.4910 mills, which also represents no change from the prior year's
26 adopted rate;

27 WHEREAS, the total proposed millage rate for Fiscal Year 2026 is 9.0910 mills;

1 WHEREAS, the calculated rolled-back rate is 8.0424 mills, which requires the City
2 to advertise a tax increase of 6.93% above the rolled-back rate, as required under the
3 Truth in Millage (TRIM) requirements; and

4 WHEREAS, the public and all interested parties will have the opportunity to
5 address their comments to the City Commission, and the City Commission will consider
6 the comments of the public regarding the tentative millage rate.

7 NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF
8 LAUDERDALE LAKES, FLORIDA, AS FOLLOWS:

9 SECTION 1. ADOPTION OF RECITALS: The foregoing RECITALS are hereby
10 ratified and confirmed as being true, and the same are hereby made a part of this
11 Resolution.

12 SECTION 2. ADOPTION OF TENTATIVE MILLAGE RATE: The City Commission
13 hereby proposes the following millage rates, on each One Thousand Dollars (\$1,000.00) of
14 taxable value for the applicable tax year for the benefit of the City of Lauderdale Lakes, to
15 be levied upon all taxable real and personal property in the City of Lauderdale Lakes, except
16 those properties exempted under the Constitution of the State of Florida, and other laws of
17 the State of Florida:

Tentative General Fund Operating Levy	Mills
Tentative Operating Millage Rate for FY 2025/2026	8.6000

(said millage rate is 6.93 percent (6.93 %) more than the
rolled back rate of 8.0424)

Tentative Voted Debt Service Millage Rate for FY 2025/2026	.4910
--	-------

(not included in Constitutional 10 mil cap)

Total Tentative Millage Rate for FY 2025/2026

9.0910

1 SECTION 3. ESTABLISHMENT OF DATE, TIME, AND PLACE OF PUBLIC HEARING:

2 The City Commission hereby sets that the first public hearing to consider the proposed
3 millage rates and tentative budget for September 10, 2025, at 6:00 p.m., to be held in the
4 Commission Chambers at City Hall, located at 4300 N.W. 36th Street, Lauderdale Lakes,
5 Broward County, Florida.

6 SECTION 4. DIRECTIONS TO THE DEPUTY CITY CLERK: The Deputy City Clerk,
7 through the Acting City Manager, is hereby directed to advertise the public hearing as
8 required by law and further to send a certified copy of this Resolution to the Broward
9 County Property Appraiser, Broward County Records, Taxes, and Treasury Division, and
10 the Broward County Board of County Commissioners.

11

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13

14

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1 SECTION 5. EFFECTIVE DATE: This Resolution shall be effective immediately
2 upon its final passage.

3 ADOPTED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES AT ITS
4 SPECIAL MEETING HELD JULY 22, 2025.

5

6

7

8

9

10 ATTEST:

11

12

13 PAVITRI BENASRIE-WATSON, CMC, DEPUTY CITY CLERK

14

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

18

19

20 Sidney C. Calloway, City Attorney

21 Sponsored by: Susan Gooding-Liburd, Interim Director of Financial Services

22

23 **VOTE:**

24

25	Mayor Veronica Edwards Phillips	(For)	(Against)	(Other)
----	---------------------------------	-------	-----------	---------

26 Vice-Mayor Tycie Causwell _____ (For) _____ (Against) _____ (Other)

27 Commissioner Easton Harrison _____ (For) _____ (Against) _____ (Other)

28 Commissioner Karlene Maxwell-Williams _____ (For) _____ (Against) _____ (Other)

29 Commissioner Sharon Thomas _____ (For) _____ (Against) _____ (Other)

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: Yes

Contract Requirement: Yes

Title

RESOLUTION 2025-097 AUTHORIZING A CONTRACT FOR THE INTERIM FINANCIAL SERVICES CONSULTANT

Summary

This resolution authorizes a contract for the Interim Financial Services Consultant.

Staff Recommendation

Background:

The City of Lauderdale Lakes (“City”) Financial Services Department (“Department”) is in need of a qualified individual or firm to provide expert consulting and advisory services as the Interim Financial Services Director (“Financial Services Consultant”) providing for executive-level decision-making and oversight of the Department’s financial services and information technology operations on a short term and temporary basis. The Financial Services Consultant’s services shall be provided as an independent contractor, not as an employee of the City for the term beginning July 1, 2025, and ending on December 31, 2025, and such services shall be performed not less than a minimum of three (3) business days and a maximum of four (4) business days per week. The Financial Services Consultant shall perform such services during normal business hours at not less than six (6) hours and not more than eight (8) hours per business day and shall be compensated at an hourly rate of \$130.00 per hour, and shall be responsible for payment of local, state, and federal taxes associated with such compensation.

Funding Source:

Fiscal Impact:

Sponsor Name/Department: Venice Howard, MMC - Acting City Manager/City Clerk - City Manager/ City Clerk's Office

Meeting Date: 7/22/2025

ATTACHMENTS:

Description	Type
❑ Resolution 2025-097 Awarding Financial Services Consultant	Resolution
❑ Exhibit A - Contract	Exhibit
❑ Scope of Services	Backup Material

1 RESOLUTION 2025-097

2
3 A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES,
4 FLORIDA; AUTHORIZING THE AWARD EXECUTION OF SHORT TERM
5 CONSULTING CONTRACT TO GOVERNMENT FINANCE TUTORING, LLC TO
6 PROVIDE CONSULTING AND ADVISORY SERVICES AS A FINANCIAL SERVICES
7 CONSULTANT FOR A TERM BEGINNING JULY 1, 2025, AND ENDING
8 DECEMBER 31, 2025; A DRAFT COPY OF THE SAID CONTRACT IS ATTACHED
9 HERETO AS **EXHIBIT A**; A COPY OF WHICH MAY BE INSPECTED IN THE
10 OFFICE OF THE CITY CLERK; PROVIDING FOR THE ADOPTION OF RECITALS;
11 PROVIDING FOR INSTRUCTIONS TO THE DEPUTY CITY CLERK; PROVIDING
12 AN EFFECTIVE DATE.
13

14 WHEREAS, the City of Lauderdale Lakes ("City") Financial Services Department
15 ("Department") is in need of a qualified individual or firm to provide expert financial and advisory
16 consulting services ("Financial Services Consultant") on a short-term basis with such services to
17 providing for executive-level decision-making and oversight of the Department's financial
18 services and information technology operations on a short term and temporary basis;

19 WHEREAS, the Financial Services Consultant will also have responsibility associated with
20 providing oversight of the Department, including accounting, financial reporting, audit
21 coordination, treasury management, grants management, internal controls, policy development,
22 and related financial activities;

23 WHEREAS, the scope of services for the Financial Services Consultant shall also include
24 supporting the City Manager in overseeing daily departmental operations, serving as an integral
25 part of the Lauderdale Lakes Executive Staff, participating in executive-level discussions and
26 decision-making in a variety of areas—most particularly, but not limited to, Financial Services.

27 WHEREAS, it is further contemplated that the Financial Services Consultant shall also
28 oversee the City's Financial Accounting, Procurement, Information Technology, Payroll, and

1 Budget Planning formulation and implementation services, with a special focus on preparing
2 monthly and quarterly financial reports, managing the City's funds and investments, developing
3 financial procedures and goals, evaluating financial trends, attending Commission meetings
4 when requested, ensuring compliance with Generally Accepted Accounting Principles (GAAP),
5 coordinating external audits, and preparing required financial documentation where necessary;

6 WHEREAS, the Financial Services Consultant shall serve at the pleasure of and report
7 directly to the City Manager, and shall participate in executive-level discussions and decision-
8 making, particularly in the areas of Financial Services and Information Technology;

9 WHEREAS, the Financial Services Consultant's services shall be provided as an
10 independent contractor, not as an employee of the City for the term beginning July 1, 2025, and
11 ending on December 31, 2025, and such services shall be performed not less than a minimum of
12 three (3) business days and a maximum of four (4) business days per week. The Financial Services
13 Consultant shall perform such services during normal business hours at not less than six (6) hours
14 and not more than eight (8) hours per business day and shall be compensated at an hourly rate
15 of \$130.00 per hour, and shall be responsible for payment of local, state, and federal taxes
16 associated with such compensation;

17 WHEREAS, the Financial Services Consultant shall submit monthly invoices to the
18 designated Project Manager for review and approval, with each invoice to include the assigned
19 project, number of hours worked on each, and the applicable Purchase Order number;

20 WHEREAS, the Financial Services Consultant understands and acknowledges that the
21 contract provided for by approval of this Resolution is temporary and may be renewed at the

1 sole discretion of the City, and in the event of such renewal, the terms and conditions herein shall
2 apply equally to the renewed term, except where otherwise stated;

3 WHEREAS, the Financial Services Consultant acknowledges that confidential information
4 includes any information reasonably considered proprietary or potentially harmful to the City if
5 disclosed, and agrees not to disclose, reveal, report, or use such information except as authorized
6 by the City or as required by law; and

7 WHEREAS, the contract for the Financial Services Consultant services may be terminated
8 by the City at any time, with or without cause, upon thirty (30) days' written notice.

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 award execution
14 of a contract with Government Finance Tutoring, LLC for a Financial Services Consultant as
15 described herein and in substantially the form and contract attached hereto as **Exhibit A**, and
16 incorporated herein by reference.

17 SECTION 3. INSTRUCTIONS TO THE DEPUTY CITY CLERK: The Deputy City Clerk, through
18 the Acting City Manager, is hereby authorized to obtain three (3) executed copies of the
19 Agreement with one (1) copy of the Agreement to be directed to Government Finance Tutoring,
20 LLC; with one (1) copy to be maintained by the City; and with one (1) copy directed to the Office
21 of the City Attorney.

22

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 JULY 22, 2025.

VERONICA EDWARDS PHILLIPS, MAYOR

ATTEST:

PAVITRI BENASRIE-WATSON, CMC, DEPUTY 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, MPA, MMC, FCRM, Acting City Manager

VOTE:

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

Financial Services Consultant
CONTRACT #25-3410-16R

This Contract is made as of the _____ day of _____, 2025 by and between THE CITY OF LAUDERDALE LAKES, a municipal corporation existing under the laws of the State of Florida, ("CITY"), and GOVERNMENT FINANCE TUTORING, LLC., a corporation authorized to do business in the State of Florida, ("CONSULTANT"), whose Federal I.D. number is 83-3243418.

WHEREAS, the City of Lauderdale Lakes is in need of a qualified firm/individual to provide expert financial and advisory consulting services, and

WHEREAS, at its meeting of _____, 2025, by Resolution # _____, the CITY Commission authorized the proper CITY officials to execute this Contract hereinafter referred to as "Contract #25-3410-16R, and;

WHEREAS, the CONSULTANT is willing and able to render professional services Financial Services Consultant and for the compensation 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 Financial Consulting Services 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 Venice Howard, telephone (954) 535-2707 or by email veniceh@lauderdalelakes.org.

ARTICLE 2 - TERM

The CONSULTANT shall be available to commence services on this Contract beginning **July 1, 2025**, and ending on December 31, 2025, and such services shall be performed not less than a minimum of three (3) business days and a maximum of four (4) business days per week. The Financial Services Consultant shall perform such services during normal business hours at not less than six (6) hours and not more than eight (8) hours per business and shall be responsible for payment of local, state, and federal taxes associated with such compensation upon execution of said Contract by both parties, and to continue the same until December 31, 2025 or notice of Contract termination is issued by the CITY to the CONSULTANT per Article 5 of this Contract.

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 not exceed an hourly rate of \$130.00 per hour,
- B. ~~The CONSULTANT will bill the CITY promptly after the completion of services rendered toward the completion of the Scope of Work. The total billings for the fiscal year shall not exceed Thirty Thousand and No/100 (\$30,000.00) Dollars annually.~~
- 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 "B", 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

- 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 representation 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.

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 Manager

City of Lauderdale Lakes
4300 NW 36th Street
Lauderdale Lakes, FL 33319-5599
Tel (954) 535-2707
Fax (954) 733-7325

Copy to: Human Resources Manager -
Administration
City of Lauderdale Lakes
4300 NW 36th Street
Lauderdale Lakes, FL 33319-5599
Tel (954) 535-2711
Fax (954) 535-8192

and if sent to the CONSULTANT shall be mailed to:

Government Finance Tutoring, LLC.
840 SW 81ST Avenue, Suite 301-G,
North Lauderdale, FL, 33068
Attn: Susan Gooding-Liburd
Tel (954) 562-8840
Email : liburdcpa@gmail.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 by of the same, or any other provision or the enforcement thereof. CITY's consent to of 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 consent or approval, whether or not similar to the act so consented 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 Letters of Interest, Proposer Submission, Contract, Exhibits, Addenda, All Representations, Warranties, to make this Contract.

ARTICLE 33 - DATES: This Contract shall be effective beginning **July 1, 2025**, 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 _____ day of _____,

Corporate Seal

Witness

As to the CITY on the _____ day of _____.

CITY OF LAUDERDALE LAKES

Seal Of The City

_____, City Clerk

_____, Mayor

APPROVED AS TO FORM

City Attorney

ALL EXHIBITS WILL BE ATTACHED HERE



EXHIBIT "A"

Scope Of Services

Class Title: Financial Services Consultant Class: Executive
Department: Financial Services

GENERAL PURPOSE:

Serves as an integral part of the Lauderdale Lakes Executive Staff. Participates in executive level discussions and decision-making in a variety of areas, most particularly, but not limited to Financial Services. Oversees the City's financial accounting procurement, information technology, payroll and budget planning, formulation and implementation services. The (Interim) Director of Financial Services is responsible for the department operating efficiently and effectively. Serves at the pleasure of the City Manager.

SUPERVISION RECEIVED:

Works under the general guidance and direction of the City Manager.

SUPERVISION EXERCISED:

Exercises supervision over all department/division staff, either directly or through subordinate supervisors. Functions under the Department of Financial Services and Information Technology include: Revenue and Fixed Assets; Payroll; Accounts Payable; Information Technology, Purchasing and Grants Management.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

Oversees the day-to-day operations of the Financial Services and Information Technology Department (including accounting, arranges and assists in annual external audit, treasury management, bond issuance and debt management, financial reporting, funds investment, grants management, and other related financial matters).

Oversees the accounting function including revenue and cash receipting, accounts payable, accounts receivable, fixed assets and payroll. Ensures the proper financial controls are in place. Issues annual and interim financial reports. Works with the City's auditors. Ensures compliance with Generally Accepted Accounting Principles (GAAP).



EXHIBIT "A"

Scope Of Services

Serves G\S the custodian of the City's funds. Manages the City's cash. Invests funds in accordance with the City's investment policy and with applicable law. Manages relationships with banking institutions and investment brokers.

Works with other departments to develop long and short run strategies for improving programs to better meet the needs of the City's residents and staff.

Develops policies regarding the city's financial structure and employee related issues related to Finance. Participates in high-level discussions of policy alternatives. Develops estimates of the fiscal impact on the City of each alternative.

With the City's personnel policy framework, hires, trains, supervises, evaluates, promotes and disciplines subordinate staff.

Oversees the development of standard operation procedures and manuals, departmental policies and other Finance related department practices. Developed goals, objectives, spending plans and programs. Keeps abreast of new trends, technologies and policies in municipal Finance.

Manages the collection and maintenance of statistical information necessary to support efficient and effective department operations.

Attends City Commission and other appropriate meetings making presentations and provides input as necessary. Represents the City in dealing with residents, other Cities and outside agencies on Finance issues.

Keeps the City Manager apprised of the department's progress and notifies him or her of any and all significant events, which comes to his/her attention.

Performs any and all other tasks necessary for the successful operation of the Financial Services and Information Technology Department.

Compiles and issues monthly and quarterly financial statements for the use of the City's elected officials and managerial staff. Evaluates spending patterns to identify potential problems. Coordinates the development and implementation of the five-year capital improvement program.

PERIPHERAL DUTIES:

Coordinates the City's annual audit, CAFR, and GASS. Undertakes any necessary analyses and provides required records to the auditors for their successful completion.

Responsible for the development and implementation of the City's internal financial controls.



EXHIBIT "A"

Scope Of Services

DESIRED MINIMUM QUALIFICATIONS:

Education and Experience:

- (A) Bachelor's degree in Accounting, or a related field.
- (B) A minimum of five (5) years of progressively responsible management experience in municipal or county finance.
- (C) CPA and Certified Government Finance Officer designations are preferred.

Necessary Knowledge, Skills and Abilities:

- (A) Thorough command of government finance. Knowledge of municipal policies and procedures; City codes and administrative practices; state and federal laws related to financial and accounting administrations; modern accounting programs and technologies; and supervision and management.
- (B) Ability to communicate effectively orally and in writing with City residents, employees and elected officials. Skill in planning, organizing and supervision the work of others.

SPECIAL REQUIREMENTS:

None.

TOOLS AND EQUIPMENT USED:

Personal computer, including word processing software; calculator; phone; copy and fax machine.

PHYSICAL REQUIREMENTS:

The physical requirements described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The employee must occasionally lift and/or move up to 10 pounds. Specific vision abilities required by this job include close vision, distance vision, peripheral vision, depth perception, and the ability to adjust focus.



EXHIBIT "A"
Scope Of Services

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

SELECTION GUIDELINES:

Formal application, rating of education and experience; oral interview and reference check; job related tests may be required.

DISCLAIMER:

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

Upon acceptance of this agreement with the City of Lauderdale Lakes, please provide the following. Please disregard if you have submitted the items.

- ☐ Waiver of Liability
- ☐ Vendor Registration
- ☐ W9
- ☐ Acceptance of the City's safety guidelines

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: Yes

Contract Requirement: Yes

Title

RESOLUTION 2025-098 AUTHORIZING A CONTRACT FOR THE INTERIM HUMAN RESOURCES AND RISK MANAGEMENT DIRECTOR

Summary

This resolution authorizes a contract for the Interim Human Resources and Risk Management Director.

Staff Recommendation

Background:

The City of Lauderdale Lakes (“City”) is actively seeking short-term consulting services of a qualified individual to provide expert-level consulting and advisory support services for executive-level discussions and decision-making related to the City’s human resources operations and risk management.

Tara H. Williams has demonstrated the knowledge, expertise, and capability to provide such expert-level consulting and advisory services related to the daily operation and oversight of the City’s Office of Human Resources and Risk Management. The Interim HR/RM Director’s services shall be provided as an independent contractor, not as an employee of the City, and shall be compensated monthly at a flat rate not to exceed Six Thousand and No/100 Dollars (\$6,000.00), for a term beginning July 22, 2025, and ending on December 31, 2025, and further Interim HR/RM Director shall be responsible for payment of local, state, and federal taxes associated with such compensation.

Funding Source:

Fiscal Impact:

Sponsor Name/Department: Venice Howard, MMC - Acting City Manager/City Clerk - City Manager/ City Clerk's Office

Meeting Date: 7/22/2025

ATTACHMENTS:

Description	Type
❑ Resolution 2025-098 Authorizing Interim HRRM Director Contract for HR_RM Service	Resolution
❑ Exhibit A - Contract-Interim HRRM Director	Exhibit
❑ Scope of Services	Backup Material

1 RESOLUTION 2025-098

2
3 A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES,
4 FLORIDA; AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE A
5 CONTRACT WITH TARA H. WILLIAMS (“INTERIM HR/RM DIRECTOR”) TO
6 PROVIDE SHORT-TERM HUMAN RESOURCES AND RISK MANAGEMENT
7 SERVICES FOR THE PERIOD BEGINNING JULY 22, 2025, AND ENDING
8 DECEMBER 31, 2025; A DRAFT COPY OF THE SAID CONTRACT IS ATTACHED
9 HERETO AS **EXHIBIT A**; A COPY OF WHICH MAY BE INSPECTED IN THE
10 OFFICE OF THE CITY CLERK; PROVIDING FOR THE ADOPTION OF RECITALS;
11 PROVIDING FOR INSTRUCTIONS TO THE DEPUTY CITY CLERK; PROVIDING
12 AN EFFECTIVE DATE.
13

14 WHEREAS, the City of Lauderdale Lakes (“City”) is actively seeking short-term consulting
15 services of a qualified individual to provide expert-level consulting and advisory support services
16 for executive-level discussions and decision-making related to the City’s human resources
17 operations and risk management;

18 WHEREAS, Tara H. Williams has demonstrated the knowledge, expertise, and capability
19 to provide such expert-level consulting and advisory services related to the daily operation and
20 oversight of the City’s Office of Human Resources and Risk Management;

21 WHEREAS, the scope of services to be provided under the temporary consultant services
22 contract include supervising staff and functions of the City’s Human Resources and Risk
23 Management Office, satisfying responsibilities as the official custodian of personnel files and
24 records, and participating in executive-level discussions and decisions relating to human
25 resources and risk management matters for City administrative and day-to-to day operations;

26 WHEREAS, the City Manager’s office desires to retain “Interim HR/RM Director” as an
27 independently contracted consultant who shall serve at the pleasure of and report directly to the
28 City Manager;

1 WHEREAS, the Interim HR/RM Director's services shall be provided as an independent
2 contractor, not as an employee of the City, and shall be compensated monthly at a flat rate not
3 to exceed Six Thousand and No/100 Dollars (\$6,000.00), for a term beginning July 22, 2025, and
4 ending on December 31, 2025, and further Interim HR/RM Director shall be responsible for
5 payment of local, state, and federal taxes associated with such compensation;

6 WHEREAS, the Interim HR/RM Director understands and acknowledges that the contract
7 provided for by approval of this Resolution is temporary and may be renewed at the sole
8 discretion of the City, and in the event of such renewal, the terms and conditions herein shall
9 apply equally to the renewed term, except where otherwise stated;

10 WHEREAS, the Interim HR/RM Director shall submit invoices on a monthly basis to the
11 designated Project/Contract Manager for review and approval, with a summary of tasks
12 performed;

13 WHEREAS, the Interim HR/RM Director shall maintain confidentiality regarding any
14 proprietary or sensitive information obtained during the course of services provided to the City
15 and shall not disclose such information unless authorized by the City or required by law; and

16 WHEREAS, the contract for the Interim HR/RM Director services may be terminated by
17 the City at any time, with or without cause, upon thirty (30) days' written notice.

18 NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF
19 LAUDERDALE LAKES AS FOLLOWS:

20 SECTION 1. ADOPTION OF RECITALS: The foregoing RECITALS are hereby ratified and
21 confirmed as being true, and the same are hereby made a part of this Resolution.

1 SECTION 2. AUTHORITY: The City Commission hereby authorizes the execution of a
2 short-term consulting contract with Tara H. Williams to provide expert-level consulting and
3 advisory support services for executive-level discussions and decision-making related to the City's
4 human resources operations and risk management operations and responsibilities, and shall be
5 compensated monthly at a flat rate not to exceed Six Thousand and No/100 Dollars (\$6,000.00),
6 for a term beginning July 22, 2025, and ending on December 31, 2025, and upon terms and
7 conditions as are set forth in substantially the form and content of the draft contract attached
8 hereto as **Exhibit A**, and incorporated herein by reference.

9 SECTION 3. INSTRUCTIONS TO THE DEPUTY CITY CLERK: The Deputy City Clerk,
10 through the Acting City Manager, is hereby authorized to obtain three (3) executed copies of the
11 Agreement with one (1) copy of the Agreement to be directed to Tara H. Williams; with one (1)
12 copy to be maintained by the City; and with one (1) copy directed to the Office of the City
13 Attorney.

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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 JULY 22, 2025.

VERONICA EDWARDS PHILLIPS, MAYOR

ATTEST:

PAVITRI BENASRIE-WATSON, CMC, DEPUTY 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, MPA, MMC, FCRM, Acting City Manager

VOTE:

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

**INTERIM HUMAN
RESOURCES AND RISK
MANAGEMENT DIRECTOR
CONTRACT #25-3410-17R**

This Contract is made as of the 22nd day of July, 2025 by and between THE CITY OF LAUDERDALE LAKES, a municipal corporation existing under the laws of the State of Florida, ("CITY"), and TARA WILLIAMS, an individual, residing in the State of Florida, ("CONSULTANT"), whose Social Security Number is xx-xxx-xxxx.

WHEREAS, the City of Lauderdale Lakes is in need of a qualified firm/individual to provide Short-Term Human Services and Risk Management Services consulting services, and

WHEREAS, at its meeting of July 22, by Resolution # 2025-098, the CITY Commission authorized the proper CITY officials to execute this Contract hereinafter referred to as "Contract #25-3410-17R, and;

WHEREAS, the CONSULTANT is willing and able to render professional Human Resource and Risk Management Services and for the compensation 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 Human Resource and Risk Management Consulting Services 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 Venice Howard, telephone (954) 535-2707 or by email veniceh@lauderdalelakes.org.

ARTICLE 2 - TERM

The CONSULTANT shall be available to commence services on this Contract beginning July 22, 2025, and ending on December 31, 2025, and such services shall be performed not less than a minimum of three (3) business days and a maximum of four (4) business days per week. The Financial Services Consultant shall perform such services during normal business hours at not less than six (6) hours and not more than eight (8) hours per business and shall be responsible for payment of local, state, and federal taxes associated with such compensation upon execution of said Contract by both parties, and to continue the same until December 31, 2025 or notice of Contract termination is issued by the CITY to the CONSULTANT per Article 5 of this Contract.

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 not exceed \$6,000.00 monthly,
- B. ~~The CONSULTANT will bill the CITY promptly after the completion of services rendered toward the completion of the Scope of Work. The total billings for the fiscal year shall not exceed Thirty Thousand and No/100 (\$30,000.00) Dollars annually.~~
- 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 "B", 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

- 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 representation 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.

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 Manager

City of Lauderdale Lakes
4300 NW 36th Street
Lauderdale Lakes, FL 33319-5599
Tel (954) 535-2707
Fax (954) 733-7325

Copy to: Financial Services Director –
Administration
City of Lauderdale Lakes
4300 NW 36th Street
Lauderdale Lakes, FL 33319-5599
Tel (954) 535-2700
Fax (954) 535-8192

and if sent to the CONSULTANT shall be mailed to:

Attn: Tara Williams
4300 NW 36th Street
Lauderdale Lakes, FL 33319
Tel (954) 579-1458
Email : Williams200307@gmail.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 by of the same, or any other provision or the enforcement thereof. CITY's consent to of 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 consent or approval, whether or not similar to the act so consented 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 Letters of Interest, Proposer Submission, Contract, Exhibits, Addenda, All Representations, Warranties, to make this Contract.

ARTICLE 33 - DATES: This Contract shall be effective beginning July 22, 2025, 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 _____ day of _____,

Corporate Seal

Witness

As to the CITY on the _____ day of _____.

CITY OF LAUDERDALE LAKES

Seal Of The City

_____, City Clerk

_____, Mayor

APPROVED AS TO FORM

City Attorney

ALL EXHIBITS WILL BE ATTACHED HERE



EXHIBIT "A"

Scope Of Services

Class: Executive

Class Title: Human Resource and Risk Management Consultant

Department: Human Resource and Risk Management

GENERAL PURPOSE:

Serves as an integral part of the Lauderdale Lakes Executive Staff. Participates in executive level discussions and decision-making in a variety of areas, most particularly, but not limited to Human Resource and Risk Management. Oversees the City's Human Resource and Risk Management services. The Human Resource and Risk Management consultant is responsible for the department operating efficiently and effectively. Serves at the pleasure of the City Manager.

SUPERVISION RECEIVED:

Works under the general guidance and direction of the City Manager.

SUPERVISION EXERCISED:

Exercises supervision over all department/division staff, either directly or through subordinate supervisors. Functions under the Department of Human Resource and Risk Management

ESSENTIAL DUTIES AND RESPONSIBILITIES:

Oversees the day-to-day operations of the Human Resource and Risk Management

Oversees the staff and functions of the City's Human Resources and Risk Management Office, satisfying responsibilities as the official custodian of personnel files and records, and participating in executive-level discussions and decisions relating to human resources and risk management matters for City administrative and day-to-to day operations

Works with other departments to develop long and short run strategies for improving programs to better meet the needs of the City's residents and staff.

Develops policies regarding the city's Human Resource and Risk Management related issues. Participates in high-level discussions of policy alternatives.



EXHIBIT "A"
Scope Of Services

With the City's personnel policy framework, hires, trains, supervises, evaluates, promotes and disciplines subordinate staff.

Oversees the development of standard operation procedures and manuals, departmental policies and other Human Resource and Risk Management related department practices. Developed goals, objectives, spending plans and programs. Keeps abreast of new trends in Human Resource and Risk Management.

Manages the collection and maintenance of statistical information necessary to support efficient and effective department operations.

Attends City Commission and other appropriate meetings making presentations and provides input as necessary. Represents the City in dealing with residents, other Cities and outside agencies on Human Resource and Risk Management issues.

Keeps the City Manager apprised of the department's progress and notifies him or her of any and all significant events, which comes to his/her attention.

Performs any and all other tasks necessary for the successful operation of the Human Resource and Risk Management Department.

PERIPHERAL DUTIES:

Responsible for the development and implementation of the City's Human Resource and Risk Management policies.



EXHIBIT "A"
Scope Of Services

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

SELECTION GUIDELINES:

Formal application, rating of education and experience; oral interview and reference check; job related tests may be required.

DISCLAIMER:

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

Upon acceptance of this agreement with the City of Lauderdale Lakes, please provide the following. Please disregard if you have submitted the items.

- ☐ Waiver of Liability
- ☐ Vendor Registration
- ☐ W9
- ☐ Acceptance of the City's safety guidelines

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: No

Contract Requirement: No

Title
RESOLUTION 2025-099 RATIFYING THE CITY MANAGER'S FILING OF THE CITY'S FISCAL YEAR 2025, PERIOD 8 (MAY) AND PERIOD 9 (JUNE); 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
Summary
This resolution serves to ratify the May (Period 8) and June (Period 9) 2025 Financial Activity Reports provided by the Financial Services Department.
Staff Recommendation

Background:

The intended purpose of this agenda item is to provide for the Financial Reporting as required under Ordinance No. 2011-22;

Section 82-304 – Financial Reporting

The city shall provide for the ongoing generation and utilization of financial reports on all funds comparing budgeted revenue and expenditure information to actual on a monthly and year-to-date basis. The Financial Services Department shall be responsible for issuing the monthly reports to departments, the Mayor and City Commission, and provide any information regarding any potentially adverse trends or conditions.

Overall, the City's financial condition is positive and there are no deficiencies noted. The financial reports are included as Exhibit A, which provides the executive summary and financial report.

Comparison Chart: N/A

Funding Source/Budget Impact: N/A

Public Process: N/A

Recommended Action: Staff recommends the City Commission accept the filing of the Fiscal Year 2025 Financial Activity Report for the month of May (Period 8) and June (Period 9) 2025.

Goal/Objective Met: Management Services: Maintain & Enhance Funding

Funding Source:

N/A

Fiscal Impact:

N/A

Sponsor Name/Department: Susan Gooding-Liburd, Financial Consultant

Meeting Date: 7/22/2025

ATTACHMENTS:

Description	Type
☐ Resolution 2025-099 Ratifying May & June 2025 Financial Activity Reports	Resolution
☐ Exhibit A - Combined Executive Summary and Financial Report May and June Period 8 and 9	Exhibit

1 RESOLUTION 2025-099

2
3 A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES,
4 FLORIDA, RATIFYING THE FINANCIAL SERVICES DEPARTMENT'S FILING OF
5 FINANCIAL ACTIVITY REPORTS FOR THE MONTHS OF MAY (PERIOD 8) AND
6 JUNE (PERIOD 9) OF FISCAL YEAR 2025, AS PREPARED FOR THE PURPOSE
7 OF FULFILLING THE REQUIREMENTS OF SEC.82-327 OF THE CITY OF
8 LAUDERDALE LAKES CODE OF ORDINANCES, COPIES OF SUCH FINANCIAL
9 REPORTS ARE ATTACHED HERETO AS **EXHIBIT A**; A COPY OF WHICH CAN
10 BE INSPECTED IN THE OFFICE OF THE CITY CLERK; PROVIDING FOR
11 ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE DEPUTY
12 CITY CLERK; PROVIDING AN EFFECTIVE DATE.
13

14 WHEREAS, the City of Lauderdale Lakes ("City") Commission has deemed it necessary that
15 the City's affairs be conducted in an open and transparent manner;

16 WHEREAS, pursuant to Sec. 82-327, the Financial Services Department shall report the
17 financial affairs of the City to the Mayor and City Commission on a monthly and year-to-date
18 basis;

19 WHEREAS, Sec. 82-327 mandates as follows:

20 The city shall provide for the ongoing generation and utilization of financial reports
21 on all funds comparing budgeted revenue and expenditure information to actual
22 on a monthly and year-to-date basis. The financial services department shall be
23 responsible for issuing the monthly reports to departments, the mayor and city
24 commission, and provide any information regarding any potentially adverse trends
25 or conditions. These reports should be issued within 30 days after the close of each
26 month. The annual external audit of the city shall be prepared and presented to the
27 mayor and city commission within six and one-half months (195 days) of the close
28 of each fiscal year and within six months (180 days) of the close of each subsequent
29 financial year.
30

31 WHEREAS, the Acting City Manager, in compliance with Section 82-327, has adopted a
32 policy of making such reports on a monthly basis through the Financial Services Department;
33
34

WHEREAS, the Department of Financial Services has provided the Financial Activity Reports for May (Period 8) and June (Period 9) of Fiscal Year 2025, inclusive of an executive summary, as per the attached composite **Exhibit A**;

WHEREAS, the City's financial condition is positive, and there are no significant deficiencies noted;

WHEREAS, in compliance with Sec. 82-327, City Staff is seeking the City Commission's acceptance of the monthly Financial Activity Reports for the months of May (Period 8) and June (Period 9) of Fiscal Year 2025; and

WHEREAS, City Staff recommends the City Commission accept the filing of the Financial Activity Reports for the months of May (Period 8) and June (Period 9) of Fiscal Year 2025.

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. RATIFICATION: The City Commission hereby ratifies the Financial Services Department's filing of the Financial Activity Reports for the months of May (Period 8) and June (Period 9) of Fiscal Year 2025, as prepared in fulfillment of the requirements of Sec. 82-327 of the City of Lauderdale Lakes Code of Ordinances, in substantially the same form as attached hereto as composite **Exhibit A** and incorporated herein by reference.

SECTION 3. INSTRUCTIONS TO THE DEPUTY CITY CLERK: The Deputy City Clerk and other appropriate City Officials are hereby authorized to take any and all actions 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 JULY 22, 2025.

VERONICA EDWARDS PHILLIPS, MAYOR

ATTEST:

PAVITRI BENASRIE-WATSON, CMC, DEPUTY 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: Susan Gooding-Liburd, Interim Contractor of the Financial Services Department

VOTE:

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

MAY 2025 FINANCIAL REPORT

FY 2025 General Fund Financial Summary Report

As of MAY 31, 2025 (67% of year elapsed)

Data as of: 07/17/2025

Note. FY2024-25 Budget was revised per Ordinance 2025-001 and 2025-007; increasing the overall budget by \$1,224,750.

General Fund Revenue 49%:

- **Ad Valorem Revenue** is 99% of the budget or \$13,147,081. Approximately 90% of revenue is received in December through March; remaining portions trickles in throughout the year. The BCPA invoiced property owners in November 2024.
- **Franchise Taxes** is 48% of the budget or \$1,822,447. Included in this category are state revenue and revenue from franchise agreements, such as utility services which are collected generally 2 months in arrears.
- **Utility Taxes** is 68% of the budget or \$2,257,778. This category of revenue includes taxes on public services, which are collected generally 2 months in arrears.
- **Sales and Use Taxes** is 56% of the budget or \$3,228,892. Included in this category are State Revenue, which are generally collected 2 months in arrears. Included in this category are intergovernmental revenue from the Federal, State and County governments.
- **Service Revenue** is 52% of the budget or \$989,453. The most significant portion of the Service Revenue is related to EMS services, approximately 70% of the budget.
- **Permits/Licenses/Insp Revenue** is 9% of the budget or \$76,882. This category of revenue includes Business Tax Receipts which are received in the first and second quarters of the fiscal year; remaining revenue trickles in throughout the year. Other significant revenues in this category includes engineering fees, as well as planning and zoning fees.
- **Fines & Forfeitures** is 21% of the budget or \$140,725. A portion of this revenue is generated from the court settlements litigated by the City Attorney. The anticipated revenues from this source are received from Kineret, LLC., at \$17,187.50 monthly. Other revenue sources in this category includes payment of fines and liens from code enforcement actions.
- **Miscellaneous Revenue** is 6% of the budget or \$975,208. A significant portion of this revenue source includes cost allocation revenues and appropriations from the fund balance, of which are processed towards the end of the fiscal year. Additional revenue sources in this category includes earned interest, one-time payments, donations, administrative fees, etc.

General Fund Expenditure 40%:

- **Mayor & City Commission Office** is 45% of the budget or \$195,067. Expenses are less than the budget.
- **City Attorney** is above target at 84% of the budget or \$517,229. The budget for the City Attorney includes a monthly retainage for municipal legal services and funding for general and special litigations that are directed by the Commission.
- **City Clerk's Office** is 56% of budget or \$292,616. Expenses are less than budget.

MAY 2025 FINANCIAL REPORT

FY 2025 General Fund Financial Summary Report

As of MAY 31, 2025 (67% of year elapsed)

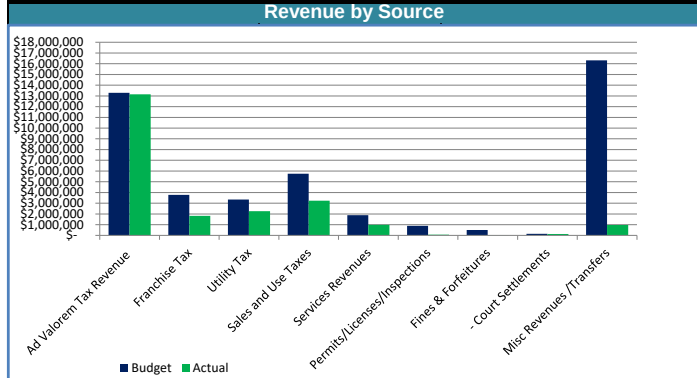
Data as of: 07/17/2025

- **City Manager Office** is 60% of budget or \$720,231. Expenses are less than budget.
- **Financial Services Department** is 45% of the budget or \$925,626. Expenses are less than budget.
- **General Administration** is 10% of the budget or \$1,457,048. Expenses are less than budget. The account is non-departmental and accounts for the City's utility services, tangible insurances, telephone services, and other citywide activities.
- **Human Resources & Risk Management** is 59% of budget or \$235,404. Expenses are less than budget.
- **Development Services** is 34% of budget or \$509,845. Expenses are less than budget.
- **Public Works** is 48% of budget of the budget or \$1,542,364. Expenses are less than budget.
- **Parks and Human Services** is 50% of budget or \$1,779,082. Expenses are less than budget.
- **City Boards** are 25% of the budget or \$11,155. Expenses are less than budget.
- **Gen. Fund Debt** is 8% of the budget or \$96,178. The Debt Service payments are usually due in January and July. This category of expenditures also includes payments for the City's leased vehicles.
- **BSO EMS** is 66% of budget or \$2,911,676.
- **BSO Police** is 64% of budget or \$6,789,227.
- **Revenue Loss** expenditures are \$545,022. Expenses in this budget include the programs and projects approved per Resolution 2022-031, establishing funding under the US Treasury final ruling. City staff provides a quarterly status update during the City Commission Workshops.

MAY 2025
FY 2025 Monthly Financial Activity Report
as of 05/31/2025
(67% of year elapsed)

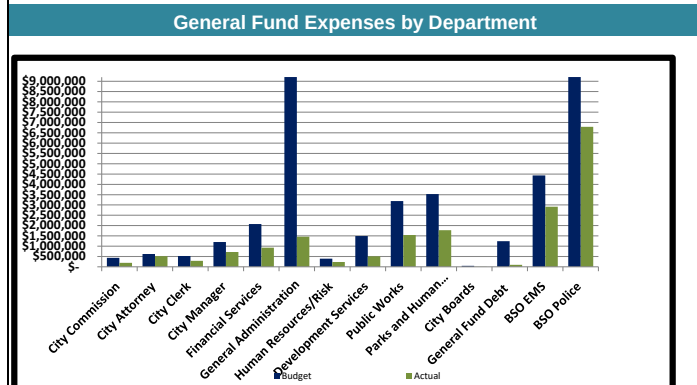
General Fund Summary				Other Major Funds			
	Budget	Year-to-Date	%		Budget	Year-to-Date	%
Revenue	\$ 45,897,086	\$ 22,638,465	49%	101 Fire Rescue Fund	\$ 7,448,085	\$ 6,439,229	86%
Expenditure	\$ 45,897,086	\$ 18,527,768	40%	Expenses	\$ 7,448,085	\$ 4,964,949	67%

General Fund Revenues				
Revenue	Budget	Year-to-Date	%	
Ad Valorem Tax Revenue	\$ 13,282,098	\$ 13,147,081	99%	
Franchise Tax	\$ 3,775,000	\$ 1,822,447	48%	
Utility Tax	\$ 3,340,000	\$ 2,257,778	68%	
Sales and Use Taxes	\$ 5,749,052	\$ 3,228,892	56%	
Services Revenues	\$ 1,892,200	\$ 989,453	52%	
Permits/Licenses/Inspections	\$ 896,000	\$ 76,882	9%	
Fines & Forfeitures	\$ 501,500	\$ 3,225	1%	
- Court Settlements	\$ 150,000	\$ 137,500	92%	
Misc Revenues /Transfers	\$ 16,311,236	\$ 975,208	6%	
Total Revenues	\$ 45,897,086	\$ 22,638,465	49%	



General Fund Expenditures				
Department	Budget	Year-to-Date	%	
City Commission	\$ 434,782	\$ 195,067	45%	
City Attorney	\$ 618,135	\$ 517,229	84%	
City Clerk	\$ 522,850	\$ 292,616	56%	
City Manager	\$ 1,202,826	\$ 720,231	60%	
Financial Services	\$ 2,070,970	\$ 925,626	45%	
General Administration	\$ 14,456,024	\$ 1,457,048	10%	
Human Resources/Risk	\$ 396,888	\$ 235,404	59%	
Development Services	\$ 1,496,152	\$ 509,845	34%	
Public Works	\$ 3,191,733	\$ 1,542,364	48%	
Parks and Human Services	\$ 3,526,576	\$ 1,779,082	50%	
City Boards	\$ 44,140	\$ 11,155	25%	
General Fund Debt	\$ 1,242,970	\$ 96,178	8%	
BSO EMS	\$ 4,433,400	\$ 2,911,676	66%	
BSO Police	\$ 10,567,140	\$ 6,789,227	64%	
Revenue Loss	\$ 1,692,500	\$ 545,022	32%	
Total Expenditures	\$ 45,897,086	\$ 18,527,768	40%	

Note(s):
Overall the General Fund has a positive financial condition.
The current expenditures of 40% are below the target of 67% and less than the revenues received to date.
General Debt Service: 2015 Refunding Bond is complete for FY2025; 2022 Revenue Bond payment is due July 2025.



Other Major Funds				
	Budget	Year-to-Date	%	
112 Alzheimer Care	\$ 766,075	\$ 302,662	40%	
Expenses	\$ 766,075	\$ 304,613	40%	
109 CRA	\$ 18,299,340	\$ 5,706,309	31%	
Expenses	\$ 18,299,340	\$ 2,828,117	15%	
116 Gas Tax	\$ 823,352	\$ 336,896	41%	
Expenses	\$ 823,352	\$ 340,183	41%	
205 Debt Service	\$ 927,812	\$ 924,764	100%	
Expenses	\$ 927,812	\$ 322,773	35%	
401 Stormwater	\$ 12,401,396	\$ 1,253,187	10%	
Expenses	\$ 12,401,396	\$ 1,620,420	13%	
403 Solid Waste	\$ 2,566,285	\$ 1,298,842	51%	
Expenses	\$ 2,566,285	\$ 1,214,430	47%	
405 Building Svcs	\$ 1,691,076	\$ 749,558	44%	
Expenses	\$ 1,691,076	\$ 784,787	46%	

Other Budgeted Funds				
	Budget	Year-to-Date	%	
102 Grants	\$ 5,567,947	\$ 531,356	10%	
Expenses	\$ 5,567,947	\$ 531,356	10%	
103 Impact Fee Fund	\$ 200,000	\$ 58,787	29%	
Expenses	\$ 200,000	\$ 58,787	29%	
107/110 LETF/Arts	\$ 105,000	\$ -	0%	
Expenses	\$ 105,000	\$ 5,295	5%	
113 CDBG Programs	\$ 501,261	\$ 216,100	43%	
Expenses	\$ 501,261	\$ 216,100	43%	
117 Hurr. Loss Mitigation	\$ 250,000	\$ -	0%	
Expenses	\$ 250,000	\$ -	0%	
118 Housing Repair	\$ 50,000	\$ 49,057	98%	
Expenses	\$ 50,000	\$ 49,057	98%	
315 Capital	\$ 10,365,500	\$ 1,115,607	11%	
Expenses	\$ 10,365,500	\$ 1,115,607	11%	
319 Surtax Transport.	\$ 1,458,663	\$ -	0%	
Expenses	\$ 1,458,663	\$ 81,733	6%	

Budget Amendment(s) Reflected as of May 30, 2025			
Fund Impacted	Amt of Change	Justification	Approved
001 & 117	\$101,000	Ordinance 2025-001	1/28/2025
001 & 112 & 113	\$1,123,750	Ordinance 2025-007	5/13/2025

Description of Use: Contingency

None

Current Balance Available \$ 188,964

Signatures

Susan Gooding-Liburd, Consultant

7/16/2025

Financial Services Director

I/We certify the information provided to be true and accurate to the best of my/our knowledge. Amounts subject to adjustment to GAAP/GASB guidelines.

Data does not include encumbrances.

I/We certify the information provided to be true and accurate to the best of my/our knowledge.

CITY OF LAUDERDALE LAKES
FY 2025 Monthly Financial Activity Report
as of 05/31/2025
(67% of year elapsed)

Alzheimer Care Center Fund

112 Alzh. Care Center-Rev.	Budget	Year-to-Date (May 31, 2025)	% Credited
334690 Grant-Alz Disease Initi	\$422,689	\$251,541	60%
334691 Grant-Older Americans A	\$49,299	\$23,644	48%
337604 Alzheimer - American El	\$10,000	\$7,735	77%
337612 Sunshine Health/Tango	\$6,000	\$6,110	102%
337613 Little Havana	\$0	\$0	0%
346900 Client Services - ACFP	\$11,000	\$8,693	79%
346901 Alzheimer - Private Pay	\$1,000	\$0	0%
346902 Client Co - Payments	\$700	\$1,599	228%
369920 Miscellaneous Revenue	\$0	\$0	0%
¹ 381001 Transfer from General F	\$165,387	\$0	0%
01-Revenue Total	\$666,075	\$299,322	45%
1210 Regular Salaries	\$355,042	\$193,762	55%
1250 Vacation Buy Back	\$3,920	\$0	0%
1410 Overtime	\$0	\$458	0%
2110 FICA Taxes	\$27,891	\$14,071	50%
2210 Retirement Contribution	\$34,773	\$19,009	55%
2310 Life & Health Insurance	\$98,354	\$30,956	31%
2350 Cafeteria	\$5,431	\$494	9%
02-Personnel Total	\$525,411	\$258,751	9%
² 3410 Other Contractual Service	\$52,856	\$33,277	63%
4010 Travel & Per Diem	\$500	\$0	0%
4110 Telecommunications	\$0	\$0	0%
4311 Water & Sewer	\$0	\$1,944	0%
4610 Repairs & Maintenance Bui	\$0	\$0	0%
4911 Other Current Charges	\$1,000	\$0	0%
5110 Office Supplies	\$1,000	\$435	43%
5210 Property & Maintenance Su	\$0	\$0	0%
³ 5212 Misc. Operating Supplies	\$83,308	\$10,137	12%
5410 Subscriptions & Membershi	\$1,000	\$0	0%
5510 Training	\$1,000	\$70	7%
03-Operating Expenditures Total	\$140,664	\$45,862	33%
Total Expenses	\$666,075	\$304,613	46%

Note(s):

¹ **Revenues.** The General Fund is committed to transferring up to \$165,387 to support the operating costs.

² Includes the Adult Care Food Program and temporary nursing services (contractual nurses).

³ Includes Broward Meals on Wheels, medical supplies, GA Food Service and operating costs

Data as of: 7/16/2025

**Alzheimer Care Center
Hours of Operation:**
Mon-Fri: 7am-6pm
Sat: 8am-2pm

June 2025 FINANCIAL REPORT

FY 2025 General Fund Financial Summary Report As of June 30, 2025 (75% of year elapsed) Data as of: 07/16/2025

Note. FY2024-25 Budget was revised per Ordinance 2025-001 and 2025-007; increasing the overall budget by \$1,224,750.

General Fund Revenue 52%:

- **Ad Valorem Revenue** is 99% of the budget or \$13,201,393. Approximately 90% of revenue is received in December through March; remaining portions trickles in throughout the year. The BCPA invoiced property owners in November 2024.
- **Franchise Taxes** is 54% of the budget or \$2,041,246. Included in this category are state revenue and revenue from franchise agreements, such as utility services which are collected generally 2 months in arrears.
- **Utility Taxes** is 76% of the budget or \$2,536,653. This category of revenue includes taxes on public services, which are collected generally 2 months in arrears.
- **Sales and Use Taxes** is 63% of the budget or \$3,635,838. Included in this category are State Revenue, which are generally collected 2 months in arrears. Included in this category are intergovernmental revenue from the Federal, State and County governments.
- **Service Revenue** is 52% of the budget or \$989,772. The most significant portion of the Service Revenue is related to EMS services, approximately 70% of the budget.
- **Permits/Licenses/Insp Revenue** is 37% of the budget or \$327,058. This category of revenue includes Business Tax Receipts which are received in the first and second quarters of the fiscal year; remaining revenue trickles in throughout the year. Other significant revenues in this category includes engineering fees, as well as planning and zoning fees.
- **Fines & Forfeitures** is 24% of the budget or \$158,263. A portion of this revenue is generated from the court settlements litigated by the City Attorney. The anticipated revenues from this source are received from Kineret, LLC., at \$17,187.50 monthly. Other revenue sources in this category includes payment of fines and liens from code enforcement actions.
- **Miscellaneous Revenue** is 6% of the budget or \$989,404. A significant portion of this revenue source includes cost allocation revenues and appropriations from the fund balance, of which are processed towards the end of the fiscal year. Additional revenue sources in this category includes earned interest, one-time payments, donations, administrative fees, etc.

General Fund Expenditure 49%:

- **Mayor & City Commission Office** is 53% of the budget or \$230,825. Expenses are less than the budget.
- **City Attorney** is above target at 110% of the budget or \$680,641. The budget for the City Attorney includes a monthly retainage for municipal legal services and funding for general and special litigations that are directed by the Commission.
- **City Clerk's Office** is 63% of budget or \$328,477. Expenses are less than budget.

June 2025 FINANCIAL REPORT

FY 2025 General Fund Financial Summary Report

As of June 30, 2025 (75% of year elapsed)

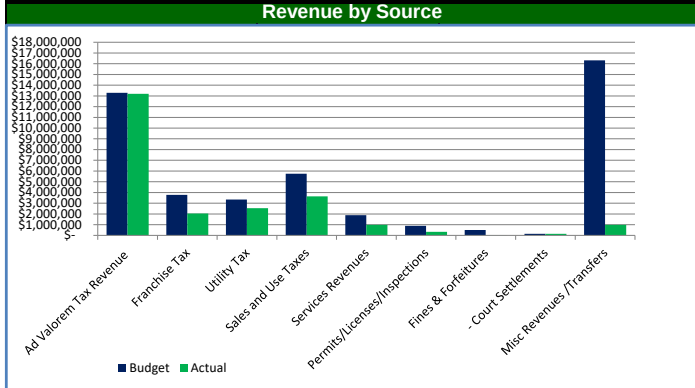
Data as of: 07/16/2025

- **City Manager Office** is 67% of budget or \$807,635. Expenses are less than budget.
- **Financial Services Department** is 51% of the budget or \$1,050,319. Expenses are less than budget.
- **General Administration** is 13% of the budget or \$1,916,814. Expenses are less than budget. The account is non-departmental and accounts for the City's utility services, tangible insurances, telephone services, and other citywide activities.
- **Human Resources & Risk Management** is 89% of budget or \$352,529. Expenses are more than budget. The human resources department has recently processed the outgoing Director and will be using contractual staff for the position until a replacement has been hired.
- **Development Services** is 39% of budget or \$588,962. Expenses are less than budget.
- **Public Works** is 55% of budget of the budget or \$1,739,729. Expenses are less than budget.
- **Parks and Human Services** is 57% of budget or \$2,001,535. Expenses are less than budget.
- **City Boards** are 29% of the budget or \$12,955. Expenses are less than budget.
- **Gen. Fund Debt** is 9% of the budget or \$106,605. The Debt Service payments are usually due in January and July. This category of expenditures also includes payments for the City's leased vehicles.
- **BSO EMS** is 82% of budget or \$3,646,461.
- **BSO Police** is 82% of budget or \$8,657,310.
- **Revenue Loss** expenditures are \$576,796. Expenses in this budget include the programs and projects approved per Resolution 2022-031, establishing funding under the US Treasury final ruling. City staff provides a quarterly status update during the City Commission Workshops.

JUNE 2025
FY 2025 Monthly Financial Activity Report
as of 06/30/2025
(75% of year elapsed)

General Fund Summary				Other Major Funds			
	Budget	Year-to-Date	%		Budget	Year-to-Date	%
Revenue	\$ 45,897,086	\$ 23,879,625	52%	101 Fire Rescue Fund	\$ 7,448,085	\$ 6,763,243	91%
Expenditure	\$ 45,897,086	\$ 22,697,591	49%	Expenses	\$ 7,448,085	\$ 6,204,630	83%

General Fund Revenues			
Revenue	Budget	Year-to-Date	%
Ad Valorem Tax Revenue	\$ 13,282,098	\$ 13,201,393	99%
Franchise Tax	\$ 3,775,000	\$ 2,041,246	54%
Utility Tax	\$ 3,340,000	\$ 2,536,653	76%
Sales and Use Taxes	\$ 5,749,052	\$ 3,635,838	63%
Services Revenues	\$ 1,892,200	\$ 989,772	52%
Permits/Licenses/Inspections	\$ 896,000	\$ 327,058	37%
Fines & Forfeitures	\$ 501,500	\$ 3,575	1%
- Court Settlements	\$ 150,000	\$ 154,688	103%
Misc Revenues /Transfers	\$ 16,311,236	\$ 989,404	6%
Total Revenues	\$ 45,897,086	\$ 23,879,625	52%



General Fund Expenditures			
Department	Budget	Year-to-Date	%
City Commission	\$ 434,782	\$ 230,825	53%
City Attorney	\$ 618,135	\$ 680,641	110%
City Clerk	\$ 522,850	\$ 328,477	63%
City Manager	\$ 1,202,826	\$ 807,635	67%
Financial Services	\$ 2,070,970	\$ 1,050,319	51%
General Administration	\$ 14,456,024	\$ 1,916,814	13%
Human Resources/Risk	\$ 396,888	\$ 352,529	89%
Development Services	\$ 1,496,152	\$ 588,962	39%
Public Works	\$ 3,191,733	\$ 1,739,729	55%
Parks and Human Services	\$ 3,526,576	\$ 2,001,535	57%
City Boards	\$ 44,140	\$ 12,955	29%
General Fund Debt	\$ 1,242,970	\$ 106,605	9%
BSO EMS	\$ 4,433,400	\$ 3,646,461	82%
BSO Police	\$ 10,567,140	\$ 8,657,310	82%
Revenue Loss	\$ 1,692,500	\$ 576,796	34%
Total Expenditures	\$ 45,897,086	\$ 22,697,591	49%

Note(s):
Overall the General Fund has a positive financial condition.
The current expenditures of 49% are below the target of 75% and less than the revenues received to date.
General Debt Service: 2015 Refunding Bond is complete for FY2025; 2022 Revenue Bond payment is due July 2025.

112 Alzheimer Care			
	Budget	Year-to-Date	%
Revenues	\$ 766,075	\$ 302,662	40%
Expenses	\$ 766,075	\$ 345,060	45%

109 CRA			
	Budget	Year-to-Date	%
Revenues	\$ 18,299,340	\$ 5,735,331	31%
Expenses	\$ 18,299,340	\$ 2,986,392	16%

116 Gas Tax			
	Budget	Year-to-Date	%
Revenues	\$ 823,352	\$ 370,810	45%
Expenses	\$ 823,352	\$ 379,307	46%

205 Debt Service			
	Budget	Year-to-Date	%
Revenues	\$ 927,812	\$ 927,889	100%
Expenses	\$ 927,812	\$ 322,773	35%

401 Stormwater			
	Budget	Year-to-Date	%
Revenues	\$ 12,401,396	\$ 1,482,718	12%
Expenses	\$ 12,401,396	\$ 1,954,111	16%

403 Solid Waste			
	Budget	Year-to-Date	%
Revenues	\$ 2,566,285	\$ 1,308,217	51%
Expenses	\$ 2,566,285	\$ 1,364,157	53%

405 Building Svcs			
	Budget	Year-to-Date	%
Revenues	\$ 1,691,076	\$ 799,098	47%
Expenses	\$ 1,691,076	\$ 830,263	49%

Other Budgeted Funds			
	Budget	Year-to-Date	%
102 Grants	\$ 5,567,947	\$ 584,176	10%
Expenses	\$ 5,567,947	\$ 584,176	10%

103 Impact Fee Fund			
	Budget	Year-to-Date	%
Revenues	\$ 200,000	\$ 58,787	29%
Expenses	\$ 200,000	\$ 58,787	29%

107/110 LETF/Arts			
	Budget	Year-to-Date	%
Revenues	\$ 105,000	\$ -	0%
Expenses	\$ 105,000	\$ 5,295	5%

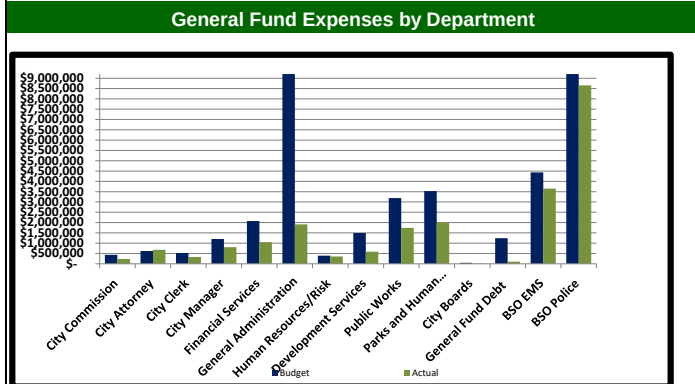
113 CDBG Programs			
	Budget	Year-to-Date	%
Revenues	\$ 501,261	\$ 216,100	43%
Expenses	\$ 501,261	\$ 216,100	43%

117 Hurr. Loss Mitigation			
	Budget	Year-to-Date	%
Revenues	\$ 250,000	\$ -	0%
Expenses	\$ 250,000	\$ -	0%

118 Housing Repair			
	Budget	Year-to-Date	%
Revenues	\$ 50,000	\$ 49,057	98%
Expenses	\$ 50,000	\$ 49,057	98%

315 Capital			
	Budget	Year-to-Date	%
Revenues	\$ 10,365,500	\$ 1,184,877	11%
Expenses	\$ 10,365,500	\$ 1,184,877	11%

319 Surtax Transport.			
	Budget	Year-to-Date	%
Revenues	\$ 1,458,663	\$ -	0%
Expenses	\$ 1,458,663	\$ 85,953	6%



Budget Amendment(s) Reflected as of June 30, 2025			
Fund Impacted	Amt of Change	Justification	Approved
001 & 117	\$101,000	Ordinance 2025-001	1/28/2025
001 & 112 & 113	\$1,123,750	Ordinance 2025-007	5/13/2025

Description of Use: Contingency
None

Current Balance Available \$ 188,964
Signatures

Susan Gooding-Liburd, Consultant

Financial Services Department
I/We certify the information provided to be true and accurate to the best of my/our knowledge. Amounts subject to adjustment to GAAP/GASB guidelines.
Data does not include encumbrances.
I/We certify the information provided to be true and accurate to the best of my/our knowledge.

7/16/2025

Date

CITY OF LAUDERDALE LAKES
FY 2025 Monthly Financial Activity Report
as of 06/30/2025
(75% of year elapsed)

Alzheimer Care Center Fund

112 Alzh. Care Center-Rev.	Budget	Year-to-Date (June 30, 2025)	% Credited
334690 Grant-Alz Disease Initi	\$422,689	\$251,541	60%
334691 Grant-Older Americans A	\$49,299	\$23,644	48%
337604 Alzheimer - American El	\$10,000	\$7,735	77%
337612 Sunshine Health/Tango	\$6,000	\$6,110	102%
337613 Little Havana	\$0	\$0	0%
346900 Client Services - ACFP	\$11,000	\$8,693	79%
346901 Alzheimer - Private Pay	\$1,000	\$0	0%
346902 Client Co - Payments	\$700	\$1,599	228%
369920 Miscellaneous Revenue	\$0	\$0	0%
¹ 381001 Transfer from General F	\$165,387	\$0	0%
01-Revenue Total	\$666,075	\$299,322	45%
1210 Regular Salaries	\$355,042	\$219,513	62%
1250 Vacation Buy Back	\$3,920	\$0	0%
1410 Overtime	\$0	\$458	0%
2110 FICA Taxes	\$27,891	\$15,938	57%
2210 Retirement Contribution	\$34,773	\$21,547	62%
2310 Life & Health Insurance	\$98,354	\$35,262	36%
2350 Cafeteria	\$5,431	\$559	10%
02-Personnel Total	\$525,411	\$293,276	10%
² 3410 Other Contractual Service	\$52,856	\$34,557	65%
4010 Travel & Per Diem	\$500	\$0	0%
4110 Telecommunications	\$0	\$0	0%
4311 Water & Sewer	\$0	\$2,334	0%
4610 Repairs & Maintenance Bui	\$0	\$0	0%
4911 Other Current Charges	\$1,000	\$0	0%
5110 Office Supplies	\$1,000	\$435	43%
5210 Property & Maintenance Su	\$0	\$0	0%
³ 5212 Misc. Operating Supplies	\$83,308	\$14,277	17%
5410 Subscriptions & Membershi	\$1,000	\$112	11%
5510 Training	\$1,000	\$70	7%
03-Operating Expenditures Total	\$140,664	\$51,784	37%
Total Expenses	\$666,075	\$345,060	52%

Note(s):

¹ **Revenues.** The General Fund is committed to transferring up to \$165,387 to support the operating costs.

² Includes the Adult Care Food Program and temporary nursing services (contractual nurses).

³ Includes Broward Meals on Wheels, medical supplies, GA Food Service and operating costs

Data as of: 7/16/2025

**Alzheimer Care Center
Hours of Operation:**
Mon-Fri: 7am-6pm
Sat: 8am-2pm

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: No

Contract Requirement: No

Title	
RESOLUTION 2025-100	APPROVING AND AUTHORIZING THE ESTABLISHMENT OF A LIMITED-TIME AMNESTY PROGRAM FOR REDUCTION OF QUALIFYING CODE ENFORCEMENT LIENS

Summary
This resolution approves and authorizes a Code Enforcement Lien Amnesty Program to address outstanding code enforcement liens.

Staff Recommendation

Background:

Over the past several years, the City has accumulated a growing number of code enforcement liens on properties that remain unresolved, many of which have accrued significant penalties due to prolonged non-compliance. These outstanding liens pose a barrier to property rehabilitation, real estate transactions, and community reinvestment. In response to these challenges within the City, staff has initiated the Amnesty Program as a strategic tool to encourage voluntary compliance and clear title issues while encouraging opportunities for economic recovery and neighborhood improvement while shaping a local policy tailored to the City's needs.

This initiative is designed to encourage compliance, reduce the financial burden on property owners, and improve the City's ability to resolve longstanding liens. The Amnesty Program would provide a temporary opportunity for eligible homestead and non-homestead property owners to settle code enforcement liens at a significantly reduced rate, contingent upon meeting compliance benchmarks.

The program aims to provide:

- Equitable relief to property owners facing liens.
- Incentivize compliance with municipal codes.
- Expedite the settlement of delinquent accounts; and
- Maintain the integrity and deterrent effect of the code enforcement program.

Funding Source:

N/A

Fiscal Impact:

Sponsor Name/Department: Tanja McCoy, AICP, CGC, CFM

Meeting Date: 7/22/2025

ATTACHMENTS:

Description	Type
☐ Resolution 2025-100 Authorizing Code Enforcement Amnesty Program	Resolution
☐ Exhibit A- 2025 Amnesty Program	Exhibit

1 RESOLUTION 2025-100

2
3 A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES,
4 FLORIDA; APPROVING AND AUTHORIZING THE ESTABLISHMENT OF A
5 LIMITED-TIME AMNESTY PROGRAM FOR REDUCTION OF QUALIFYING
6 CODE ENFORCEMENT LIENS; A DRAFT COPY OF THE AMNESTY PROGRAM
7 GUIDELINES IS ATTACHED HERETO AS **EXHIBIT A**; A COPY OF WHICH IS
8 AVAILABLE FOR INSPECTION IN THE OFFICE OF THE CITY CLERK;
9 PROVIDING FOR THE ADOPTION OF RECITALS; PROVIDING FOR
10 INSTRUCTIONS TO THE DEPUTY CITY CLERK; PROVIDING AN EFFECTIVE
11 DATE.
12

13 WHEREAS, the City of Lauderdale Lakes ("City") is committed to maintaining public safety,
14 community standards, and neighborhood integrity through diligent enforcement of its municipal
15 codes;

16 WHEREAS, accumulated code enforcement liens, particularly older and high-balance
17 liens, have presented barriers to property redevelopment, ownership transfer, and community
18 revitalization;

19 WHEREAS, the City Commission recognizes that offering a short-term lien settlement
20 opportunity can incentivize compliance, reward responsible property maintenance, and support
21 the goals of the Code Enforcement Division;

22 WHEREAS, in an effort to mitigate these barriers and promote compliance, the City
23 Commission finds it in the public interest to establish a limited-time Code Enforcement Lien
24 Amnesty Program ("Amnesty Program") to reduce lien burdens for property owners who have
25 brought their properties into full and sustained compliance;

26 WHEREAS, the Amnesty Program shall be available for a defined term of six (6) months,
27 during which eligible applicants may apply for lien settlement consideration;

1 WHEREAS, the City will engage in a public outreach campaign to promote awareness of
2 the Amnesty Program through postings on the City's website, notices in local newspapers, and
3 direct mailings to owners of lien-encumbered properties; and

4 WHEREAS, the Amnesty Program is intended to function as a short-term remedy in
5 tandem with the City's long-term Comprehensive Lien Reduction Program, forming a balanced
6 and strategic approach to sustainable code enforcement and neighborhood revitalization.

7 NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF
8 LAUDERDALE LAKES AS FOLLOWS:

9 SECTION 1. PROGRAM ESTABLISHMENT AND PURPOSE: The City Commission hereby
10 approves and authorizes the establishment of a limited-time Code Enforcement Lien Amnesty
11 Program ("Amnesty Program"), namely a six (6) month term, to reduce the lien burden on
12 qualifying properties and promote long-term compliance, redevelopment, and property
13 ownership transfers.

14 SECTION 2. IMPLEMENTATION AUTHORIZATION: The City Commission hereby
15 authorizes the Acting City Manager, or designee, to administer and oversee the Amnesty
16 Program, including approval of qualifying applications, execution of payment agreements, and
17 settlement approvals within established thresholds set by policy; further authorizing the City
18 Attorney to prepare and review all lien settlement and stipulation agreements for legal
19 sufficiency and enforceability, subject to the City Commission retaining final authority for
20 reduction settlements.

1 SECTION 3. PROGRAM DURATION: The Program shall be open for a limited window of
2 six (6) months, beginning on [start date] and ending on [end date], unless extended or modified
3 by the City Commission.

4 SECTION 4. ADOPTION OF RECITALS: The foregoing RECITALS are hereby ratified and
5 confirmed as being true, and the same are hereby made a part of this Resolution.

6 SECTION 5. INSTRUCTIONS TO THE DEPUTY CITY CLERK: The Deputy City Clerk and
7 other appropriate City Officials are hereby authorized to take any and all action necessary to
8 effectuate the intent of this Resolution.

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SECTION 6. 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 JULY 22, 2025.

VERONICA EDWARDS PHILLIPS, MAYOR

ATTEST:

PAVITRI BENASRIE-WATSON, CMC, DEPUTY 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: Tanja McCoy, AICP, CGC, CFM, Development Services Director

VOTE:

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

Lien Amnesty Program

Purpose

To encourage compliance and reduce the lien burden on qualifying properties through a **limited-time settlement window**, particularly for older, high-balance liens that deter redevelopment or ownership transfer.

Program Characteristics

- **Duration:** The Amnesty window will be open from August 1, 2025 until January 30, 2026.
- **Eligibility Criteria for Amnesty Program:**

This amnesty program applies to all code enforcement liens issued for violations that were fully resolved and brought into full compliance before application.

1. To be eligible for the amnesty program, the following conditions must be met: The subject property must have remained in continuous compliance for the required time period after the violation was resolved:
 - a. At least 6 months for non-homestead properties.
 - b. At least 3 months for homestead properties.
2. All other properties owned by the same individual or entity must also have remained in continuous compliance for a minimum of 18 months following resolution of their respective violations.

By targeting property owners who have demonstrated sustained compliance, this program rewards responsible behavior and promotes good citizenship. It recognizes those who have made a sustained effort to follow city codes and maintain community standards. Providing amnesty relief to these property owners supports the broader goals of the Code Enforcement Division by:

- *Reducing the likelihood of repeat violations, and*
 - *Encouraging voluntary compliance across the City.*
- **Settlement Offer:**

As part of the amnesty program, the City will offer to settle outstanding code enforcement liens based on a fixed percentage of the total lien amount:

 - o **15% of total lien amount**, for all homestead properties
 - o **35% of total lien amount**, for all non-homestead properties

This provides an opportunity for eligible property owners to resolve outstanding liens at a reduced cost while demonstrating continued compliance.

Required Documentation

- Amnesty application including the application fee (\$200 homestead or \$1500 non-homestead property).

- Proof of compliance via a Pre-inspection and Final inspection
- Property ownership verification

Payment Option:

- Payment in full within 30 business days of approval; otherwise, the lien reverts to the original amount.
-

DRAFT

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: No

Contract Requirement: No

Title
RESOLUTION 2025-101 APPROVING AND AUTHORIZING THE ESTABLISHMENT OF A COMPREHENSIVE LIEN REDUCTION PROGRAM TO ADDRESS CODE ENFORCEMENT LIENS THROUGH STRUCTURED REVIEW PATHWAYS

Summary
This resolution approves and authorizes a Code Enforcement Lien Reduction Program to address code enforcement liens.

Staff Recommendation

Background:

Over the past several years, the City has accumulated a growing number of code enforcement liens on properties that remain unresolved, many of which have accrued significant penalties due to prolonged non-compliance. These outstanding liens pose a barrier to property rehabilitation, real estate transactions, and community reinvestment. In response to these challenges within the City, staff has initiated the Comprehensive Lien Reduction Program as a strategic tool to encourage voluntary compliance and clear title issues while encouraging opportunities for economic recovery and neighborhood improvement while shaping a local policy tailored to the City's needs.

his initiative is designed to encourage code compliance while, reducing the financial burden on property owners, and improve the City's ability to resolve new as well as longstanding liens.

The Comprehensive Lien Reduction Program will establish a formal process for reviewing and adjusting liens based on compliance status, property condition, and other qualifying factors for Homestead and Non-Homestead property owner.

The program aims to provide a procedural framework that will:

- Provide equitable relief to property owners facing liens;
- Incentivize compliance with municipal codes.
- Expedite the settlement of delinquent accounts; and
- Maintain the integrity and deterrent effect of the code enforcement program.

Funding Source:

N/A

Fiscal Impact:

Sponsor Name/Department: Tanja McCoy, AICP, CGC, CFM

Meeting Date: 7/22/2025

ATTACHMENTS:

Description	Type
☐ Resolution 2025-101 Authorizing Code Enforcement Lien Reduction Program	Resolution
☐ Exhibit A - Lien Reduction Program Guidelines	Exhibit

1 RESOLUTION 2025-101

2
3 A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES,
4 FLORIDA; APPROVING AND AUTHORIZING THE ESTABLISHMENT OF A
5 COMPREHENSIVE LIEN REDUCTION PROGRAM TO ADDRESS CODE
6 ENFORCEMENT LIENS THROUGH STRUCTURED REVIEW PATHWAYS; A
7 DRAFT COPY OF THE LIEN REDUCTION PROGRAM GUIDELINES IS
8 ATTACHED HERETO AS **EXHIBIT A**; A DRAFT COPY OF WHICH MAY BE
9 INSPECTED IN THE OFFICE OF THE CITY CLERK; PROVIDING FOR THE
10 ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE DEPUTY
11 CITY CLERK; PROVIDING AN EFFECTIVE DATE.
12

13 WHEREAS, the City of Lauderdale Lakes ("City") is committed to maintaining public safety,
14 community standards, and neighborhood integrity through diligent enforcement of its municipal
15 codes;

16 WHEREAS, accumulated code enforcement liens, particularly older and high-balance
17 liens, have presented barriers to property redevelopment, ownership transfer, and community
18 revitalization;

19 WHEREAS, the City has developed a Comprehensive Lien Reduction Program designed to
20 provide equitable, fair, and structured relief pathways for property owners, developers, and
21 other stakeholders who demonstrate a genuine commitment to improving community
22 conditions;

23 WHEREAS, the program serves to balance fairness, code compliance, and the protection
24 of public resources and taxpayer interests; and

25 WHEREAS, the City Commission finds that a structured, tiered, and legally sound approach
26 to lien resolution will promote consistent decision-making, encourage voluntary compliance,
27 stimulate community reinvestment, and facilitate the productive use of encumbered properties.

1 NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF
2 LAUDERDALE LAKES AS FOLLOWS:

3 SECTION 1. PROGRAM ESTABLISHMENT AND PURPOSE: The City Commission hereby
4 approves and authorizes the establishment of a Comprehensive Lien Reduction Program, as
5 described herein and administered through a multi-tiered framework.

6 SECTION 2. IMPLEMENTATION AUTHORIZATION: The City Commission hereby
7 authorizes the Acting City Manager to implement and oversee the program in coordination with
8 the Director of Development Services, the Special Magistrate, and the City Attorney, and further
9 to establish procedures, forms, and timelines consistent with the intent of this Resolution.

10 SECTION 3. ADOPTION OF RECITALS: The foregoing RECITALS are hereby ratified and
11 confirmed as being true, and the same are hereby made a part of this Resolution.

12 SECTION 4. INSTRUCTIONS TO THE DEPUTY CITY CLERK: The Deputy City Clerk and
13 other appropriate City Officials are hereby authorized to take any and all action necessary to
14 effectuate the intent of this Resolution.

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SECTION 5. 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 JULY 22, 2025.

VERONICA EDWARDS PHILLIPS, MAYOR

ATTEST:

PAVITRI BENASRIE-WATSON, CMC, DEPUTY 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: Tanja McCoy, AICP, CGC, CFM, Development Services Director

VOTE:

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

City of Lauderdale Lakes

Comprehensive Lien Reduction Program

Background

The City of Lauderdale Lakes recognizes that outstanding code enforcement liens can impede property rehabilitation, hinder real estate transactions, and contribute to neighborhood blight. This Lien Reduction Program is established to encourage compliance with the City Code, facilitate reinvestment in properties, and return properties to productive use while safeguarding the public interest and recouping taxpayer funds where appropriate.

This Lien Reduction Program is designed to encourage compliance, reinvestment, and fairness while protecting the City's financial interests. It offers structured relief pathways for homeowners, developers, and stakeholders committed to the rehabilitation and improvement of Lauderdale Lakes' neighborhoods.

Purpose

This program is established to reduce long-standing code enforcement liens in a fair and structured manner, promoting neighborhood reinvestment and code compliance while safeguarding the City's financial and policy interests. Providing for a structured framework, encouraging code compliance, facilitating property rehabilitation, and returning blighted properties to productive use. The program includes three integrated tracks:

1. **Standard Lien Reduction Program- Administrative Review-\$1000-\$25,000**
2. **High Lien Reduction Procedure (HLRP)- Special Magistrate Review-\$25,001-\$150,000**
3. **Extremely High Lien Reduction Procedure (EHLRP)-Commission Review-\$150,000+**
4. **Lien Amnesty Program-Any dollar amount**

I. Standard Lien Reduction Program

Applies to properties with **code enforcement liens between \$1000 to \$25,000**. After a complete application, as determined by staff, meeting the basic requirements stated below, the Development Services Director may administratively reduce the lien by a maximum of 85% of the lien amount, subject to the City Manager's final authorization. The final lien determination by the Development Services Director is final and binding.

Additional Fees:

- Enforcement Cost Fee (TBD)
 - Administrative Fee (TBD)
-

II. High Range Lien Reduction Procedure (HRLRP)

Eligibility:

Applies to properties with **code enforcement liens of \$25,001 to \$150,000**. After a complete application, as determined by staff, meeting the basic requirements stated below, the Special Magistrate may reduce the lien by a maximum of 80% of the lien amount. The final lien reduction determination by the Special Magistrate is final and binding.

Additional Fees:

- Special Master Fee (TBD)
 - Enforcement Cost Fee (TBD)
 - Administrative Fee (TBD)
-

III. Extremely High Range Lien Reduction Procedure (EHRLRP)

Eligibility:

Applies to properties with **code enforcement liens of \$150,001 and above**. Upon review of a completed application, as determined by staff, the application will be set for hearing at the Commission workshop and meeting, as applicable. Staff will prepare a staff report and recommendation for the Commission meetings. The Commission may reduce the lien by a maximum of 65% of the lien amount. The Commission shall determine the final lien reduction amount, which is final and binding.

Additional Fees:

- Enforcement Cost Fee (TBD)
 - Administrative Fee (TBD)
-

IV. Basic Eligibility Criteria:

- Property must be in full compliance with the City Code.
- All municipal charges and taxes must be paid in full.
- Applicant must submit a notarized application.
- Applicant must submit a written narrative justifying the request for reduction.

Evaluation Considerations:

- Duration of non-compliance.

- Duration of compliance
- Timeliness of corrective actions.
- Number of Violations.
- Nature of the property: Homestead or Non-Homestead.
- Nature of code enforcement violation: Life Safety (LS)/Florida Building Code (FBC)/Community Standards (CS).
- History of code violations or liens on other properties held by the applicant within the City of Lauderdale Lakes.
- Other unique or material circumstance that may apply.

Application Process:

- Application Submission:
 - o The property owner, or an authorized representative with notarized consent, must submit a completed “Lien Reduction Request Application” along with a non-refundable application fee.
 - o Applications to the Special Magistrate and Commission must be accompanied by a processing fee in the amount of 1% of the lien amount.
 - o A notarized statement explaining the basis for the requested reduction.
 - o Proof of compliance and payment of all ad valorem taxes, assessments, and municipal charges.
 - o Code Enforcement Supervisor/Staff will review the application and forward it to the appropriate Reviewer with a recommendation.

V. Procedural Provisions

1. Application Limits:

- o Homestead owners: maximum two applications per property for 10 years post-2025.
- o Non-homestead owners: maximum one application per property for 10 years post-2025.

2. Legal Agreements:

- o All reductions require a notarized settlement agreement approved by the City Attorney and executed by the City Manager and property owner.

3. Homestead Payment Plan Option:

- o Payment due within 30 business days of approval; otherwise, the lien reverts to the original amount.
- o 50% upfront payment followed by a payment plan for up to 24-months, of equal monthly installments.
- o Homestead property owners may be eligible for income-based payment plans with additional lien forgiveness at the end of the 24-month period.
- o Lien release only upon full payment clearance.

4. Non-Homestead Payment Plan Option:

- o 50% upfront payment followed by a payment plan for up to 18-months, of equal monthly installments.
- o Lien release only upon full payment clearance.

Conclusion

This updated Lien Reduction Program provides a structured path to resolution for both low- and high-value code enforcement liens, ensuring consistent, equitable outcomes while promoting code compliance, property investment, and community revitalization in Lauderdale Lakes. The tiered approach strengthens code compliance, accelerates lien recovery, and fosters community improvement throughout the City of Lauderdale Lakes.

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: No

Contract Requirement: Yes

Title

RESOLUTION 2025-102 APPROVING AND AUTHORIZING THE MAYOR AND DEPUTY CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN CODE ENFORCEMENT LIEN REDUCTION AND SETTLEMENT AGREEMENT BETWEEN THE CITY OF LAUDERDALE LAKES (“CITY”) AND MARKETPLACE PLAZA, LLC (“SETTLEMENT AGREEMENT”)

Summary

This resolution authorizes a Code Enforcement Lien Reduction Agreement for Marketplace Plaza LLC. The intent of the agreement is to promote code compliance by providing financial relief to the property owner, while upholding the integrity and high standards of the City’s Code Enforcement Program.

Staff Recommendation

Background:

The outstanding code enforcement lien on the subject property has created a barrier to its rehabilitation, limited its marketability in real estate transactions, and discouraged potential reinvestment. To address these challenges, City staff worked with the property owner to develop an equitable lien reduction agreement. This effort is intended to promote voluntary compliance, resolve title issues, and support economic recovery and neighborhood improvement in alignment with the City’s goals.

Funding Source:

N/A

Fiscal Impact:

Sponsor Name/Department: Tanja McCoy, AICP, CGC, CFM, Development Services Director

Meeting Date: 7/22/2025

ATTACHMENTS:

Description	Type
❑ Resolution 2025-102 Authorizing Code Enforcement Lien Reduction and Settlement Agreement Marketplace Plaza LLC	Resolution
❑ Exhibit A - Lien Instrument Market Place	Exhibit
❑ Exhibit B - Lien Payoff Calculation Market Place LLC	Exhibit
❑ Exhibit C - Market Place Settlement Agreement	Exhibit

1 RESOLUTION 2025-102

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3 A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES,
4 FLORIDA; APPROVING AND AUTHORIZING THE MAYOR AND DEPUTY CITY
5 CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN CODE
6 ENFORCEMENT LIEN REDUCTION AND SETTLEMENT AGREEMENT
7 BETWEEN THE CITY OF LAUDERDALE LAKES ("CITY") AND MARKETPLACE
8 PLAZA, LLC ("SETTLEMENT AGREEMENT"); PROVIDING FOR THE
9 REDUCTION OF THE CODE ENFORCEMENT LIEN AMOUNT OWED TO THE
10 CITY, PAYMENT TERMS INCLUDING CONDITIONAL SATISFACTION OF THE
11 RECORDED LIEN, AND A COMPLIANCE INSPECTION OF THE PROPERTY
12 LOCATED AT 2900-3784 N. SR-7, LAUDERDALE LAKES, FL, 33311, AS SET
13 FORTH IN LIEN INSTRUMENT NO. 119529044; FURTHER AUTHORIZING THE
14 ACTING CITY MANAGER, OR DESIGNEE, TO TAKE ALL NECESSARY ACTIONS
15 TO EFFECTUATE THE TERMS THEREOF; A COPY OF THE LIEN INSTRUMENT
16 IS ATTACHED HERETO AS **EXHIBIT A**; A COPY OF THE CITY'S LIEN PAYOFF
17 CALCULATION IS ATTACHED HERETO AS **EXHIBIT B**; A DRAFT COPY OF THE
18 SETTLEMENT AGREEMENT IS ATTACHED HERETO AS **EXHIBIT C**; COPIES OF
19 WHICH MAY BE INSPECTED IN THE OFFICE OF THE CITY CLERK; PROVIDING
20 FOR THE ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE
21 DEPUTY CITY CLERK; PROVIDING AN EFFECTIVE DATE.
22

23 WHEREAS, the City of Lauderdale Lakes ("City") has a valid and enforceable code
24 enforcement lien on the commercial property located at 2900-3784 N. SR-7, Lauderdale Lakes,
25 FL, 33311, Parcel ID No. 494230210010, ("Property") as a result of multiple violations of the
26 Lauderdale Lakes Code which remained uncorrected for a period between 412 days up to 867
27 days and resulted in such lien being recorded in the public records of Broward County under
28 Instrument No. 119529044 ("Lien"), attached hereto as **Exhibit A**;

29 WHEREAS, as of July 15, 2025, the amount due and owed by MarketPlace Plaza, LLC, the
30 owner of the Property ("Owner"), to the City as a result of the Lien is Nine Hundred Forty-Three
31 Thousand, One Hundred Forty-Two and 70/100 Dollars (\$943,142.70), see City of Lauderdale
32 Lakes Lien Payoff Calculation for Instrument No. 119529044 attached hereto as **Exhibit B**;

WHEREAS, on April 8, 2025, the City Commission approved Resolution 2025-059, which among other things, authorized the City Attorney's Office, in cooperation with the Development Services Department to negotiate and take such actions as necessary to secure full compliance in certain outstanding code enforcement liens on certain properties, including the Property;

WHEREAS, the Owner of the Property has requested the City Commission to reduce the amount of the Lien owed to the City and, in support of its request, has proposed certain terms and conditions as part of a proposed settlement; this settlement represents an amicable resolution of the Owner's obligation under the Lien and demonstrates responsible corporate ownership concerning the existing and future condition of the Property and compliance with Lauderdale Lakes Code;

WHEREAS, the City and the Owner acknowledge that they have negotiated a Settlement Agreement, a draft copy of which is attached hereto as **Exhibit C**, providing, among other things, for the Owner to pay the City the reduced amount of Three Hundred Thirty Thousand and No/100 Dollars (\$330,000.00), or thirty-five percent (35%) of the total amount due, in full satisfaction of all outstanding code enforcement liens on the Property associated with Instrument No. 119529044, contingent upon and subject to specified compliance conditions, including without limit:

(a) payment of One Hundred Sixty-Five Thousand and No/100 Dollars (\$165,000.00) United States currency payable via cashier's check within three (3) days of City Commission approval of Resolution 2025-102;

(b) payment of the balance of \$165,000.00 in five equal monthly installments of Thirty-Three Thousand and No/100 Dollars (\$33,000.00) beginning August 22, 2025, and ending December 22, 2025, such payment to be paid in United States currency;

(c) Owner and the City's code enforcement officers, shall within fifteen (15) days of approval of Resolution 2025-102, jointly conduct a site inspection of the Property,

including tenant premises. Owner agrees to maintain the Property in good condition and in continued compliance with all applicable codes and regulations; and

(d) Satisfaction of Lien, subject to terms and conditions providing for default remedies and reinstatement of Lien in full amount, plus attorney's fees, interest, and costs.

WHEREAS, the City Commission finds that settlement of the Lien on the terms and conditions set forth in **Exhibit C** is in the public interest and will facilitate the resolution of outstanding violations, promote code compliance, support redevelopment or productive use of the Property, and enhance public safety, health, and welfare.

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. AUTHORIZATION: The City Commission hereby approves and authorizes the Mayor and Deputy City Clerk to execute and attest, respectively, the Reduction in Code Enforcement Lien and Acting City Manager to execute the Settlement Agreement between the City of Lauderdale Lakes and MarketPlace Plaza, LLC for the code enforcement liens recorded under Instrument No. 119529044, in substantially the form and content set forth in draft Settlement Agreement attached hereto as **Exhibit C**, and incorporated herein by reference.

SECTION 3. INSTRUCTION TO THE ACTING CITY MANAGER: The Acting City Manager is hereby authorized and directed to take all necessary and appropriate actions to effectuate the intent of this Resolution.

SECTION 4. INSTRUCTIONS TO THE DEPUTY CITY CLERK: The Deputy City Clerk, through the Acting City Manager, is hereby authorized to obtain three (3) executed copies of the

Agreement with one (1) copy of the Agreement to be directed to Marketplace Plaza, LLC; with one (1) copy to be maintained by the City; and with one (1) copy directed to the Office of the City Attorney.

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SECTION 5. 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 JULY 22, 2025.

VERONICA EDWARDS PHILLIPS, MAYOR

ATTEST:

PAVITRI BENASRIE-WATSON, CMC, DEPUTY 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: Tanja McCoy, AICP, CGC, CFM, Director of Development Services

VOTE:

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



LAUDERDALE LAKES
WE CARE

Development Services Department
Code Compliance Division
4300 Northwest 36th Street
Lauderdale Lakes, Florida 33319-5599
Liens Administration Office: (954) 535-2767

**ORDER IMPOSING
MUNICIPAL CODE ENFORCEMENT LIEN**

REFERENCE NUMBER: 33384

HEARING CASE NUMBER: 23-11-005

Respondent: MARKETPLACE PLAZA LLC
2183 N POWERLINE RD STE 1
POMPANO BEACH, FL 33069-1270

Property Owner(s): MARKETPLACE PLAZA LLC

Site Address/AKA: 2900-3784 N STATE RD 7, LAUDERDALE LAKES, 33309

Folio Number: 494230210010

Legal/Zone Description: PLAT OF LAUDERDALE MARKET PLACE 122-14 B TRACT A

THIS MATTER, having come before the Code Enforcement Special Magistrate for the City of Lauderdale Lakes, for hearing on **Wednesday, March 13, 2024**, pursuant to notice issued **February 14, 2024**, to impose sanctions against said Respondent for failure to comply with the Final Order of the Special Master in this matter, pursuant to the authority of section 162.09, Florida Statutes, and the Special Master having heard the testimony of the City, the counsel for the owner, Attorney Melissa Manganelli and its property manager representative, Liz Horet and having reviewed its file in this matter, finds as follows:

- A. The Respondent has violated the following Section(s) of the City of Lauderdale Lakes Code of Ordinances contrary to the terms of the Final Order entered in this matter on **November 10, 2023**, together with any extensions thereto:

Exterior building surfaces. The exterior of buildings and structures shall be maintained by the owner, operator, or occupant in a state of good repair and shall be structurally sound, in order to facilitate public safety and so the appearance will not constitute a blighting factor leading to the deterioration of the adjacent neighborhood and the city.

Sec. 42-6(a)(1):

- (1) *Wall surfaces.* Exterior wall surfaces shall be maintained in a state of good repair to prevent deterioration and shall be cleaned, repainted or recovered when 25 percent or more of any single sight view becomes discolored or is peeling, molding, or mildewing. All parts of the structure that show dry rot or other deterioration shall be repaired, replaced or refinished. The exterior faces shall be kept free from materials, objects, graffiti, dirt, grime, stains, wall murals and all other adverse conditions. Outside building walls shall not have any holes or loose boards.



LAUDERDALE LAKES
WE CARE

Development Services Department
Code Compliance Division

4300 Northwest 36th Street
Lauderdale Lakes, Florida 33319-5599
Liens Administration Office: (954) 535-2767

Sec. 42-6(b)(7) *Parking areas and infrastructure.* All private sidewalks, roads, streets, driveways, parking areas, and other paved or hard-surfaced areas located within private property and intended for use by vehicular or pedestrian traffic shall be kept clean and in a state of good repair to prevent deterioration and shall be cleaned, repaired, replaced or resurfaced. All curbing and bumper stops shall be replaced if damaged. All striping, including, but not limited to, parking space, traffic lane and directional markings, within any private road, street or parking area located within private property shall be repainted as necessary so that same will be clearly visible at all times. The number of required off-street parking spaces shall be maintained. Paved areas must be repaired or replaced when any deterioration occurs to the extent that the road rock or subbase is exposed.

Sec. 42-6(b)(13) *Drainage systems.* Every building owner shall grade and maintain the exterior of the property, including any site drainage systems, so as to prevent the accumulation of standing water, which may become stagnant. All areas of the property shall provide drainage capabilities and facilities to properly dispose of stormwater runoff in an approved manner. Stormwater runoff shall not be disposed of onto or through other properties. All drainage facilities shall be maintained in good working condition.

Sec. 42-6(b)(20) *Garbage containers and enclosures.* The operator of every establishment producing garbage shall provide, and at all times cause to be utilized, city-approved leak-proof dumpsters or containers provided with close-fitting covers for the storage of such materials until removed from the premises for disposal. Dumpsters or other waste containers must be enclosed within a dumpster enclosure as specified in the approved site plan. All dumpster enclosures shall fully contain the leakage of fluids from dumpsters, including the infiltration of rainwater into the dumpsters resulting from inadequate lids or lids left open, within the enclosure. The floors and the walls of dumpster enclosures shall be clean and free from stains. All new dumpster enclosures shall be constructed of cement or reinforced cinderblock with self-closing, opaque metal doors. All existing dumpster enclosures shall be maintained with the gates kept in a good state of repair, which shall remain closed at all times, except during garbage disposal or collection.

Sec. 42-7 All property owners, tenants or their agents, if any, shall be jointly and severally responsible for the proper maintenance and protection of landscaping, existing or hereafter installed. Maintenance shall include adequate watering, weeding, mowing, fertilization, treating, mulching, pruning, and removal/replacement of dead, diseased, decaying or hazardous plant material on a regular basis so as to continue a healthy growing condition and present a neat, orderly and well-kept appearance, at least equal to the original installation, so as not to detract from the appearance of the general area. This shall include the maintaining of abutting rights-of-way, swales, lakes and canal banks.

Sec. 42-7(2) (2) *Hedges, shrubs, vines or accent plants.* All hedges, shrubs and accent plants shall be planted in accordance with the provisions set forth in chapter 10 of the Land Development Regulations and shall be maintained as follows:

a. *Maintenance.* Hedges, shrubs, vines or accent plants shall be pruned and maintained so as to be free of wild or untamed growth. Vines shall be maintained so as to grow on or along a permissible vertical structure. Hedges, shrubs, vines or accent plants shall not encroach upon any structure, sidewalk, walkway, driveway, street or right-of-way.

b. *Height limitations.* The maximum allowable height for a hedge, shrub or shrubs planted as a hedge, within any front setback area shall be four feet. For the purpose of this section the front setback area shall extend the full width of the lot for all interior and corner lots. The maximum allowable height for a hedge, shrub or shrubs planted as a hedge, within any side or rear setback area shall be eight feet or the height of any allowable fence or wall, whichever is greater. The maximum allowable height for a vine shall be that of the structure on which it is attached.



LAUDERDALE LAKES
WE CARE

Development Services Department
Code Compliance Division

4300 Northwest 36th Street
Lauderdale Lakes, Florida 33319-5599
Liens Administration Office: (954) 535-2767

c. Removal and replacement. Any dead or dying shrub, vine, accent plant, hedge or part thereof shall be removed. If the same should be required according to the provisions of chapter 10 of the Land Development Regulations or an approved site plan, it shall be replaced with an equivalent planting which meets the required standards.

Sec. 86-36(b)(2)

(b) *Limitations on use of required parking facilities.* The following uses and activities shall not be permitted in required parking facilities:

(2) Storage, repair or display of any vehicles, objects, equipment or merchandise, except as may be approved by the city through a temporary use permit.

- B. The aforesaid violation(s) of the aforementioned Section(s) of the City of Lauderdale Lakes Code of Ordinances is a violation of the aforesaid Final Order, which has been duly served upon the Respondent.
- C. The date set for compliance by the aforesaid Final Order was December 13, 2023; however, as of the date of the hearing, the Respondent remained not in compliance of the aforementioned Section(s) of the City of Lauderdale Lakes Code of Ordinances. During the hearing, testimony from the Respondent's property manager and legal counsel confirmed that notice was provided to the Respondent regarding the violations. In addition, the property manager testified that she was waiting for the hearing to take place to determine what was required to comply with the prior orders despite prior communications with the Code Enforcement Officer. Respondent's testimony and argument from legal counsel supported that the Respondent has not submitted any applications for permits or entered into any contract for the parking areas and infrastructure repairs. The parties presented no evidence or testimony to support compliance with the Final Order issued on November 10, 2023. Notwithstanding, the Code Enforcement Officer testified that the Respondent removed debris from its premises curing its violation of Sec. 42-6(b)(3).
- D. The Code Enforcement Officer presented evidence including photographs to demonstrate that the property wall surfaces were not in compliance with the ordinances, parking areas and infrastructure remained in disrepair, garbage containers were not in its proper enclosures; usage of unauthorized vendor for garbage disposal remained not in compliance; landscaping continued to be out of compliance and a variety of vehicles continued to be stored on the premises.
- E. The Respondent has accordingly violated the Final Order of the Special Magistrate as detailed above, and such violation shall be punished by a fine in the amount of \$1,500.00 per day for each day the Respondent should remain not in compliance with the aforementioned Order, the same being \$250.00 per day, per violation commencing, October 22, 2022. This fine shall continue to accrue until such time as the Respondent shall comply with said Final Order and notify the Code Compliance Division of the City of Lauderdale Lakes that there has been compliance or until judgment is rendered in a suit filed pursuant to section 162.09, Florida Statutes, whichever occurs first.

It is thereupon **ORDERED** as follows:

1. Respondent shall be fined the sum of \$1,500.00 per day for each day the Respondent should remain not in compliance with the Special Magistrate's Order in this matter as aforesaid continued to exist after the date set for compliance, which is \$250.00 per day, per violation commencing October 22, 2022, as set forth above. This fine shall continue to accrue until such time as the Respondent shall comply with said Final



LAUDERDALE LAKES
WE CARE

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Order and notify the Code Compliance Division of the City of Lauderdale Lakes that there has been compliance or until judgment is rendered in a suit filed pursuant to section 162.09, Florida Statutes, whichever occurs first.

2. The Office of the City Clerk of the CITY OF LAUDERDALE LAKES is hereby directed to file and record this Order among the Public Records of Broward County, Florida which shall constitute a lien against any personal property of the Respondent, and the herein described real property of the Respondent as provided in section 162.09, Florida Statutes, and to proceed with enforcement and collection of same as provided by law.

For additional information regarding violation(s), the required corrective action(s), or to request a compliance inspection please contact the Code Compliance Liens Administration Office at (954) 535-2767.

DONE AND ORDERED this 24th day of March, 2024 in the City of Lauderdale Lakes, Broward County, Florida.

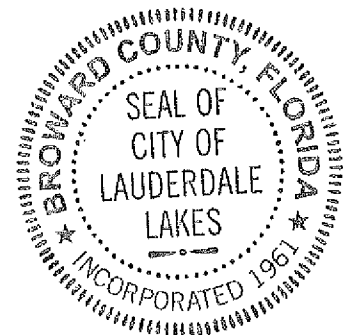
CITY OF LAUDERDALE LAKES

BY:

Celena R. Nash, Esquire
Special Magistrate

Cc:

MARKETPLACE PLAZA LLC
2183 N POWERLINE RD STE 1
POMPANO BEACH, FL 33069-1270



I hereby certify that this document is a true and correct copy of Order Imposing Municipal Code Enforcement Lien and Administrative Fine; the original of which is on file in the City Hall. WITNESS MY HAND AND THE OFFICIAL SEAL OF THE CITY OF LAUDERDALE LAKES, FLORIDA
This 22 day of April 2024
Venne Hernandez City Clerk

**City of Lauderdale Lakes
4300 North West 36 Street
Lauderdale Lakes, FL 33319
Lien Payoff Calculation**

Date: 7/15/2025																																		
Property Address: 2900 -3784 N S 7, Lauderdale Lakes, FL (Marketplace Plaza LLC)																																		
Invoice Number - Instrument No. 119529044																																		
Case No: 23-11-05- VIOLATION(s):(6)																																		
Violation(s)	Daily penalty amount	Lien Start Date	Date violation complied	Non- compliance Date	# of days																													
Sec 42-6-(B) (20)	250	10/22/2022	3/7/2025		867	\$ 216,750.00																												
Sec 42-6 (a) (1)	250	10/22/2022	1/16/2025		817	\$ 204,250.00																												
Sec 42-7	250	10/22/2022	1/16/2025		817	\$ 204,250.00																												
Sec 42--7(c)	250	10/22/2022	12/8/2023		412	\$ 103,000.00																												
Sec 42-6 (b) (13)	250	10/22/2022	12/8/2023		412	\$ 103,000.00																												
Sec 42-6 (b)(3)	250	10/22/2022	1/12/2024		447	\$ 111,750.00																												
	1500					\$ 943,000.00																												
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">Daily Penalty Amount</td> <td style="width: 10%; text-align: right;">\$</td> <td style="width: 65%; text-align: right;">1,500.00</td> <td style="width: 10%;"></td> </tr> <tr> <td>Amount of Invoice:</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">943,000.00</td> <td></td> </tr> <tr> <td>Administrative Fine:</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">45.00</td> <td></td> </tr> <tr> <td>Recording Fee:</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">35.00</td> <td></td> </tr> <tr> <td>Release Fee:</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">35.00</td> <td></td> </tr> <tr> <td>Postage Fee:</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">27.70</td> <td></td> </tr> <tr> <td>Total Due</td> <td style="text-align: right;">\$</td> <td style="text-align: right;"><u>943,142.70</u></td> <td></td> </tr> </table>							Daily Penalty Amount	\$	1,500.00		Amount of Invoice:	\$	943,000.00		Administrative Fine:	\$	45.00		Recording Fee:	\$	35.00		Release Fee:	\$	35.00		Postage Fee:	\$	27.70		Total Due	\$	<u>943,142.70</u>	
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Total Due	\$	<u>943,142.70</u>																																
Please increase the amount due by the daily interest accrual amount for each day payment is delayed beyond the payoff date at the top of this page, if applicable. PLEASE NOTE: If you wish to expedite the Release of Lien, we advise																																		

payment to be made by Cashier's Check or Money Order.

**Please send your payment with this form to the Department of Financial Services at the above address.
Should you require additional information, please email: liens@lauderdalelakes.org**

CODE ENFORCEMENT LIEN REDUCTION AND SETTLEMENT AGREEMENT

This CODE ENFORCEMENT LIEN REDUCTION AND SETTLEMENT AGREEMENT ("Agreement") is made and entered into on this ____ day of July, 2025, by and between the CITY OF LAUDERDALE LAKES, a municipal corporation organized and existing under the laws of the State of Florida, (the "City") and Marketplace Plaza, LLC, a Florida limited liability company ("Owner"), who has stipulated and agreed to settle the code enforcement lien, as further described below, on the following terms and conditions:

RECITALS

WHEREAS, an Order Imposing Municipal Code Enforcement Lien ("Order") was entered by the City's Special Magistrate on March 24, 2024, against the Owner in Case No. 23-11-005 ("Code Case"), in connection with code violations on the Owner's real property located at 2900-3784 N. State Road 7, Lauderdale Lakes, FL 33311, identified by Folio No. 494230210010, which Order provides for per deim \$250 penalty for each of six violations described in the Order; and

WHEREAS, the Order was recorded in the Official Records of Broward County, Florida, on April 23, 2024, and is further identified as Lien Instrument No. 119529044 ("Code Enforcement Lien"), attached hereto as **Exhibit A**; and

WHEREAS, as of July 15, 2025, the amount due and owed by Owner of the Property to the City as a result of the Code Enforcement Lien is Nine Hundred Forty-Three Thousand, One Hundred Forty-Two and 70/100 Dollars (\$943,142.70), see City of Lauderdale Lakes Lien Payoff Calculation for Instrument No. 119529044 attached hereto as **Exhibit B**; and

WHEREAS, Meir Benzaken, represents and warrants that as the Manager of Marketplace Plaza, LLC, he is duly authorized to sign and deliver this Agreement on behalf of Marketplace Plaza, LLC and that this Agreement is binding on Marketplace Plaza, LLC, in accordance with its terms; and

WHEREAS, Owner acknowledges and agrees that the Code Enforcement Lien is valid and enforceable against the Property under Chapter 30 of the Lauderdale Lakes Code, and Chapter 162, Florida

Statutes, in all respects, and further agrees that the amounts described in **Exhibit B** are correct, due, and owing to the City; and

WHEREAS, upon consideration of the Owner's request for a reduction in the amount due and owing to the City as a result of the Code Enforcement Lien, the parties propose to resolve the Code Enforcement Lien as shown in **Exhibit A**, without incurring the time and expense of conducting any further enforcement activities, evidentiary proceedings, or lawsuits; and

WHEREAS, the City confirms that as of the date of the Agreement, there are no active cases for code enforcement violations or liens pertaining to the Property which are not shown on **Exhibit A**; and

WHEREAS, the Owner understands and agrees that this Agreement will only take effect if adopted by the City Commission of the City of Lauderdale Lakes ("Commission").

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter set forth the parties hereto agree as follows:

1. The above recitals are true and correct and are hereby incorporated and made a part of this Agreement.
2. Marketplace Plaza, LLC owns the +/- 1,276,840 square foot Lauderdale Lakes Marketplace shopping mall located at 2900-3784 N State Road 7 (folio 494230210010) ("Property") in the City of Lauderdale Lakes, as more specifically described in **Exhibit C**.
3. The Owner acknowledges and accepts full responsibility for the Code Enforcement Lien and the Order issued by the City's Special Magistrate in Case No. 23-11-005. The Owner further acknowledges and agrees to the validity of said Code Enforcement Lien and Order, and expressly waives any and all rights to contest or challenge the Order or the underlying enforcement proceedings in any forum. All violations associated with the Code Enforcement Lien have been corrected, and as of the date of this Agreement, there are no other cases for code violations or liens on the Property.

4. Based on mitigating factors, the parties have agreed to resolve, satisfy, and release the Code Enforcement Lien upon payment as outlined herein.

5. In consideration of the foregoing, the City and the Owner agree that the total sum of Three Hundred Thirty Thousand Dollars and No/100 (\$330,000.00) ("Lien Reduction Amount"), subject to the additional terms and conditions hereinafter described, shall be paid by the Owner to the City. This payment constitutes consideration for, and is made in detrimental reliance by the City upon, the Owner's agreement, and shall serve to reduce the total amount due and owing as described in **Exhibit B** and to cause a release and satisfaction of the Code Enforcement Lien.

6. As inducement to the City, Owner hereby agrees that it shall make an initial payment of one-half the Lien Reduction Amount; namely, the amount of One Hundred Sixty-Five Thousand Dollars and No/100 (\$165,000.00) within three (3) calendar days following approval of this Agreement by the City Commission. The Owner shall make this payment by certified check payable to Shutts & Bowen LLP, Trust Account, and shall be delivered via FedEx to Sidney C. Calloway, Esquire, Shutts & Bowen LLP, at 201 E. Las Olas Blvd., Suite 2200, Fort Lauderdale, 33301. Upon receipt, the City shall, within three (3) business days, file and record its satisfaction of the Code Enforcement Lien.

7. As further inducement by the City to enter into this Agreement, Owner hereby agrees to pay the remaining balance owed of One Hundred Sixty-Five Thousand Dollars and No/100 (\$165,000.00) in no more than five (5) equal monthly installment payments beginning August 22, 2025, with final payment to be made before December 31, 2025. The City shall allow the Owner to make monthly payments via electronic transfer or via certified check payable to the City of Lauderdale Lakes, Director of Financial Services, City of Lauderdale Lakes, 4300 NW 36th Street, Lauderdale Lakes, FL 33319.

8. Owner further agrees that within fifteen (15) days of approval of Resolution 2025-____, it will contact and cooperate with the City Code Enforcement Department to conduct a site inspection of the Property, including tenant premises, for purposes of confirming both Owner's and any of its respective

tenants' compliance with the Lauderdale Lakes Code. Owner agrees to maintain the Property in good condition and in continued compliance with all applicable codes and regulations; and

9. Failure by the Owner to make any payment or to otherwise comply with the terms and conditions of this Agreement shall constitute a material default and breach of this Agreement which Owner hereby acknowledges and agrees that such default shall render this Agreement null and void in its entirety, without further action of the City. Upon default, Owner further acknowledges and agrees that the City shall be entitled, without further action or notice, rerecord the Code Enforcement Lien and Owner shall be liable for the full amount of the Code Enforcement Lien against the Property as referenced in **Exhibit B**, that is \$943,142.70 minus any amounts paid to the City; and further that the City shall be entitled to pursue all available legal remedies to collect on the outstanding lien amount, including interest, fees, attorney's fees and cost.

10. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

11. This Agreement constitutes the entire agreement, and there are no oral or other representations regarding the subject of this Agreement that are binding on either party. All changes to this Agreement must be in writing and signed by both parties. It is understood and agreed that e-mail correspondence shall not constitute "a writing" to this agreement unless expressly included herein.

12. The failure or delay of the City to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights, no waiver of any rights under or arising from this Agreement shall be binding on any subsequent occasion; and no concession by the City shall be treated as an implied modification of the Agreement.

13. The terms of this Agreement are severable, such that if any term or provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.

IN WITNESS WHEREOF, the parties have executed this Settlement Agreement on the date provided herein and agree to be bound by the terms and conditions of this Settlement Agreement.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

WITNESSETH:

MARKETPLACE PLAZA, LLC

Meir Benzaken, as Manager of
Marketplace Plaza, LLC

Date: _____

ACKNOWLEDGEMENT:

State of Florida)
) SS
County of _____)

The foregoing instrument was acknowledged before me this____ day of _____, 2025, by Meir Benzaken as Manager of Marketplace Plaza, LLC, a Florida limited liability company, freely and voluntarily on behalf of said company. He is personally known to me or has produced _____ as identification.

NOTARY PUBLIC:

(SEAL)

My commission expires:

Print name:

CITY OF LAUDERDALE LAKES

Veronica Edwards-Phillips, Mayor,
for Lauderdale Lakes

Date: _____

ATTEST:

PAVITRI BENASRIE-WATSON, CMC, DEPUTY 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

EXHIBIT A

Lien Instrument No. 119529044

EXHIBIT B

City of Lauderdale Lakes Lien Payoff Calculation

EXHIBIT C
Property Legal Description

PLAT OF LAUDERDALE MARKET PLACE 122-14 B TRACT "A"

LESS POR FOR SR 816 (OAKLAND PARK BLVD) AS SHOWN ON MMB9- 196 B