



**City of Lauderdale Lakes**

**Commission Meeting Agenda**

**Commission Chambers**

**February 28, 2017**

**7:00 PM**

**Mayor Hazelle Rogers - Vice-Mayor Veronica Edwards Phillips  
Commissioner Sandra Davey - Commissioner Gloria Lewis - Commissioner Beverly Williams**



## City of Lauderdale Lakes 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 Commission Meeting. We hope you enjoy the meeting and will attend more of these meetings in the future.

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

Please turn off or silence cellphones. Any person requiring Auxiliary Aids and services at the meeting 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 outline in Sec. 2-54 (2) of the Code of Ordinances.
- **Petitions From the Public** - Each person desiring to petition the city commission will be allotted five-minutes under the applicable order of business for the city commission meeting. Petitions from the Public shall not exceed 30 minutes in aggregate time. The Mayor at his/her discretion may allow more time than the allotted time.
- **Speaking on items not on the Agenda** - Each person who wishes to address the commission must sign in with the City Clerk before 7:00 p.m. and will be seated in a designated area near the Podium. Names will be called in the order received. The speaker shall step up to the speaker's podium and shall give his/her name and address.
- **Speaking on an item on the Agenda** - Individuals wishing to speak on an item on the Agenda need only to raise their hand to be recognized by the Mayor.

The Commission Meeting is a business meeting, 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 Commission as a body through the presiding office and not to the audience or individual commissioner.

As your commission we will abide by the debate and decorum rules which provides for each 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 LED BY DR. W. F. WASHINGTON, SR., GOLDEN HEIGHTS CHURCH OF GOD

**B.** PLEDGE OF ALLEGIANCE LED BY URCIE ANGLIN, CITY RESIDENT

**4. PROCLAMATIONS/PRESENTATIONS**

**A.** PROCLAMATION PROCLAIMING WOMEN'S HISTORY MONTH - SPONSORED BY: MAYOR HAZELLE ROGERS

**B.** PROCLAMATION PROCLAIMING BROWARD SHERIFF'S OFFICE POLICE CAPTAIN ANDREW DUNBAR DAY - SPONSORED BY: COMMISSIONER GLORIA LEWIS

**C.** PROCLAMATION PROCLAIMING BROWARD SHERIFF'S OFFICE FIRE CHIEF KENNETH KRONHEIM DAY - SPONSORED BY: COMMISSIONER GLORIA LEWIS

**5. APPROVAL OF MINUTES FROM PREVIOUS MEETING**

**A.** APPROVAL OF MEETING MINUTES

February 13, 2017 Commission Workshop Minutes

February 14, 2017 Commission Meeting Minutes

**6. PETITIONS FROM THE PUBLIC**

**A.** PETITIONS FROM THE PUBLIC

All petitioners must sign in with the City Clerk and will be seated in a designated area. Petitioners will be allowed to speak for five (5) minutes. Petitions from the Public will not exceed 30 minutes in aggregate time.

**7. CONSIDERATION OF ORDINANCES ON SECOND READING**

**A.** ORDINANCE 2017-005 AMENDING SECTION 2-315 OF THE CODE OF ORDINANCES; PROVIDING FOR QUALIFICATIONS OF MEMBERS OF NON-STATUTORY BOARDS

This ordinance amends Section 2-315 of the Code of Ordinances to provide for expanded opportunities for residents of the City to participate on non-statutory boards.

**8. CONSIDERATION OF ORDINANCES ON FIRST READING**

**9. CONSIDERATION OF RESOLUTIONS ON CONSENT AGENDA**

**A.** RESOLUTION 2017-021 APPROVING THE HOSTING OF THE 2017 UNIFEST EVENT, IN COORDINATION WITH THE GREATER CARIBBEAN AMERICAN CULTURAL COALITION, INC. ("GCACC")

This resolution authorizes the Mayor and Commission to approve hosting the 2017 Unifest Event

coordinated by the Greater Caribbean American Cultural Coalition (GCACC) within the City of Lauderdale Lakes on May 21, 2017 pending that GCACC comply with all facility policies and procedures and all City, County, and State permit obligations, rules and regulations.

**B. RESOLUTION 2017-022 AUTHORIZING THE MAYOR AND CITY CLERK, TO EXECUTE AND ATTEST TO THE RECIPROCAL USE AGREEMENT BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY AND THE CITY OF LAUDERDALE LAKES**

This resolutions authorizes the Mayor and City Clerk, to execute and attest to the Reciprocal Use Agreement between the School Board of Broward County and the City of Lauderdale Lakes.

**10. CONSIDERATION OF RESOLUTIONS ON REGULAR AGENDA**

**A. RESOLUTION 2017-023 AUTHORIZING AN APPLICATION FOR GRANT FUNDING THROUGH THE STATE OF FLORIDA, DIVISION OF EMERGENCY MANAGEMENT FOR THE HURRICANE LOSS MITIGATION PROGRAM ("HLMP") FOR THE 2017/2018 FUNDING YEAR, IN THE AMOUNT OF ONE HUNDRED AND NINETY FOUR THOUSAND AND NO/100 (\$194,000.00) DOLLARS**

This resolution acknowledges the public hearing providing an opportunity for members of the public to provide comments regarding the proposed programs for the application for funding from the State of Florida Division of Emergency Management Program Year 2017/2018 Cycle.

**B. RESOLUTION 2017-024 PROSPECTIVELY APPROVING THE ALLOCATION OF THE 43RD YEAR COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM 2017/2018 FUNDING FROM BROWARD COUNTY AFTER A PUBLIC HEARING;**

This resolution acknowledges the public hearing providing an opportunity for members of the public to provide comments regarding the proposed programs for the 43rd Program Year CDBG Funding Cycle.

**C. RESOLUTION 2017-025 RATIFYING THE CITY MANAGER'S FILING OF THE CITY'S FISCAL YEAR 2017, PERIOD 3 (DECEMBER), FINANCIAL ACTIVITY REPORT AS PREPARED BY THE DEPARTMENT OF FINANCIAL SERVICES**

This resolution serves to ratify the filing and presentation of the City's Fiscal Year 2017 December (Period 3) - Financial Activity Report provided by the Financial Services Department.

**D. RESOLUTION 2017-026 AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN GRANT AGREEMENT NO. LP06062, WITH THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) IN AN AMOUNT NOT TO EXCEED TWO HUNDRED THOUSAND AND NO/100 (\$200,000.00) DOLLARS, FOR THE WATER POLLUTANT REDUCTION TACTICS PROJECT, A SUMMARY OF WHICH IS ATTACHED HERETO AS EXHIBIT A**

This resolution authorizes the execution of an agreement between the City of Lauderdale Lakes and the State of Florida Department of Environmental Protection to provide funding totaling \$200,000 for the Water Pollutant Reduction Tactics Project.

**E. RESOLUTION 2017-027 AUTHORIZING TO REDUCE THAT CERTAIN LIEN ON REAL PROPERTY OWNED BY CAMILE COLA, GABRIEL COLA AND CHRISMENE COLA, AND LOCATED AT 3470 NW 32ND STREET**

This resolution would authorize a lien reduction for the property located at 3470 NW 36th Street, Lauderdale Lakes, Florida in the amount of \$500.00.

**11. CORRESPONDENCE**

**12. REPORT OF THE MAYOR**

**13. REPORT OF THE VICE MAYOR**

**14. REMARKS OF THE 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.

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**Mayor Hazelle Rogers - Vice-Mayor Veronica Edwards Phillips**  
**Commissioner Sandra Davey - Commissioner Gloria Lewis - Commissioner Beverly Williams**

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## **WORKSHOP MEETING MINUTES**

**Alfonso Gereffi Room**

**February 13, 2017**

**5:00 PM**

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### **1. CALL TO ORDER**

Mayor Hazelle Rogers called the Commission Workshop to order at 5:01 p.m. in the Alfonso Gereffi Room, located at 4300 N.W. 36th Street, Lauderdale Lakes, Florida 33319.

### **2. ROLL CALL**

#### **PRESENT**

Mayor Hazelle Rogers  
Vice-Mayor Veronica Edwards Phillips  
Commissioner Sandra Davey  
Commissioner Gloria Lewis  
Commissioner Beverly Williams

#### **ALSO PRESENT**

City Manager Phil Alleyne  
City Attorney James Brady  
City Clerk Sharon Houslin  
Members of City Staff  
Members of the Public

### **3. DISCUSSION**

#### **FEBRUARY 14, 2017 AGENDA REVIEW**

This discussion item serves to review the February 14, 2017 Commission Agenda.

City Manager Phil Alleyne introduced newly hired employees as follows: Public Works Maintenance Worker, Michael Suckoo, Financial Services Administrative Coordinator, Veronica Gongora, and Human Resources and Risk Management Administrator, Paulette Rolle.

**ITEM 9A - RESOLUTION 2017-015 AUTHORIZING THE CITY MANAGER TO EXECUTE THAT CERTAIN AGREEMENT BETWEEN MARTY KIAR, AS BROWARD COUNTY PROPERTY APPRAISER, AND THE CITY OF LAUDERDALE LAKES ("TAXING AUTHORITY") AS THE TAXING AUTHORITY FOR NON-AD VALOREM ASSESSMENTS - NUISANCE ABATEMENT**

**ITEM 9B - RESOLUTION 2017-016 AUTHORIZING THE CITY MANAGER TO EXECUTE THAT CERTAIN AGREEMENT BETWEEN MARTY KIAR, AS BROWARD COUNTY PROPERTY APPRAISER, AND THE CITY OF LAUDERDALE LAKES FOR NON-AD VALOREM ASSESSMENTS FOR FIRE RESCUE SERVICES.**

ITEM 9C - RESOLUTION 2017-017 AUTHORIZING THE CITY MANAGER TO EXECUTE THAT CERTAIN AGREEMENT BETWEEN MARTY KIAR, AS BROWARD COUNTY PROPERTY APPRAISER, AND THE CITY OF LAUDERDALE LAKES FOR NON-AD VALOREM ASSESSMENTS FOR STORM WATER SERVICES

ITEM 9D - RESOLUTION-018 AUTHORIZING THE CITY MANAGER TO EXECUTE THAT CERTAIN AGREEMENT BETWEEN MARTY KIAR, AS BROWARD COUNTY PROPERTY APPRAISER, AND THE CITY OF LAUDERDALE LAKES FOR NON-AD-VALOREM ASSESSMENTS FOR PROPERTY OWNERS WITHIN THE CITY FOR SOLID WASTE SERVICES

Susan Gooding-Liburd, Director of Financial Services stated that the four resolutions on the Consent Agenda are agreements which need to be executed between the City of Lauderdale Lakes and the Broward County Property Appraiser for Nuisance Abatement, Non-ad Valorem Assessments for Fire Rescue Services, Non-ad Valorem Assessments for Stormwater, and Non-ad Valorem Assessments for Solid Waste Services. Mayor Hazelle Rogers chimed in that whenever a constitutional officer is changed new agreements will have to be executed with that officer.

ITEM 10A - RESOLUTION 2017-019 AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN GRANT AGREEMENT FM# 439409-1-54-01 EDTF, WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION IN AN AMOUNT NOT TO EXCEED ONE MILLION AND NO/100 (\$1,000,000.00) DOLLARS, FOR THE NORTHWEST 31 AVENUE CORRIDOR IMPROVEMENT PROJECT, A SUMMARY OF WHICH IS ATTACHED HERETO AS EXHIBIT A.

Celestine Dunmore, Economic Development Manager and Maqsood Mohammad Nasir, City Engineer provided an update on the agreement between the City of Lauderdale Lakes and the State of Florida Department of Transportation to provide funding totaling \$1,000,000 for the Northwest 31st Avenue Corridor Improvement Project.

McMahon and Associates provided a PowerPoint Presentation on Northwest 31st Avenue Corridor Improvement Project. The NW 31st Avenue Corridor Improvement Project will be designed to the Broward County's Complete Street standards. The Project will include reconstruction of the east side/northbound lanes. The three lane cross-section, bicycle lane, and sidewalk will be accommodated by encroaching into the existing 16-foot median, 7-feet maximum. Along the median at existing traffic signal controlled intersections, portions of the median will be removed. The median reconstruction and alignment shifts on travel lanes will provide the required design deflection through the intersections. Reconstruction of the roadway will include milling and resurfacing of the existing roadway, along the east side, and reconstruction to accommodate construction of a new 6ft sidewalk. The existing 16-ft. wide/landscaped median will be reconstructed to accommodate the travel lanes and proposed sidewalk. The other work will include roadway lighting modifications; modifications to existing traffic signalized locations; and inclusion of bicycle lanes (northbound only), transit amenities and ADA features.

Commissioner Gloria Lewis commended the design of the lighting, Vice-Mayor Veronica Edwards Phillips and Commissioners Sandra Davey and Beverly Williams expressed their eagerness for the program to begin. Mayor Hazelle Rogers asked who owns the lights that are being put up and can the City put cameras up. City Manager Phil Alleyne stated that the lighting will be maintained by the City and we can include cameras in the maintenance agreement. Mayor Rogers stated that we are coordinating meetings with surrounding cities to see what they have in their budget to maintain certain areas of the corridor.

ITEM 10B - RESOLUTION 2017-020 CANCELLING THE CITY COMMISSION WORKSHOP MEETING PRESENTLY SCHEDULED FOR MARCH 13, 2017, AND THE REGULAR CITY COMMISSION MEETING SCHEDULED FOR MARCH 14, 2017

City Manager Phil Alleyne stated that this resolution would cancel the first Commission Workshop

and Commission Meeting in March because the Commission will be away at the National League of Cities Congressional Conference beginning March 11 - March 15, 2017.

#### **4. DISCUSSION OF PROPOSED ORDINANCE(S)**

##### **A. DISCUSSION REGARDING PROPOSED ORDINANCE 2017-003 AMENDING SECTIONS 30-33, 30-52, 30-86 AND 30-87.1 OF CHAPTER 30 OF THE CODE OF ORDINANCES**

This is a discussion on a proposed Ordinance which would amend the jurisdiction of, and appointment of members to, the Code Enforcement Board and establishes civil penalties for certain violations of the Code.

Tanya Davis-Hernandez, Director of Development Services and Edward Wallace, Code Compliance Supervisor provided information regarding the proposed Ordinance. Mrs. Davis-Hernandez stated that the Ordinance seeks to reestablish the Code Enforcement Board and a Code Enforcement Trust Fund.

Mayor Rogers stated that comparable to the Law Enforcement Trust Fund she would like to see the Code Enforcement Trust Fund provide funds for the Minor Home Repair.

Discussion ensued regarding the proposed Ordinance. Edward Wallace responded to questions from Commissioner Gloria Lewis regarding the criteria for the Code Enforcement Board and fees and violations related to car washing, appliances stored outside, laundry hanging outside, and tree trimming. Commissioner Sandra Davey expressed her concern with the number of trees on a property. Commissioner Beverly Williams spoke regarding the criteria for trimming trees based on stipulations from Broward County. Vice-Mayor Veronica Edwards Phillips asked a question regarding the fee structure for violations. Mr. Wallace explained that the fees being proposed in the Ordinance are the existing fees; however, the Commission has the authority to change the fees. Mayor Hazelle Rogers spoke regarding trees being overgrown and who is responsible for cutting trees. Mayor Hazelle Rogers asked staff to look at what neighboring cities are charging for tree cutting.

Mayor Rogers stated that we will hear the 5:30 p.m. time certain item and revisit this item afterwards.

City Manager Phil Alleyne stated that the figures being presented are for the Commission's consideration; however, the Commission has the authority to change the figures.

The consensus from the Commission is to table the item to a workshop specifically related to Code Enforcement.

##### **B. ORDINANCE REGARDING PROPOSED ORDINANCE 2017-004 CREATING SECTION 86-5, AMENDING SECTION 86-35 AND CREATING SECTION 86-39 OF CHAPTER 86, ARTICLE II**

This is a discussion regarding a proposed Ordinance which would amend and create Sections in Chapter 86, the Traffic and Vehicles code as it relates to parking in and around the City of Lauderdale Lakes.

The consensus of the Commission is to make a motion tomorrow night to move the two items related to Code Enforcement and hold a workshop related to Code Enforcement.

##### **C. DISCUSSION REGARDING PROPOSED ORDINANCE 2017-005 AMENDING SECTION 2-315 OF THE CODE OF ORDINANCES; PROVIDING FOR QUALIFICATIONS OF MEMBERS OF NON-STATUTORY BOARDS**

This is a discussion regarding a proposed Ordinance which would amend Section 2-315 of the Code of Ordinances to provide for expanded opportunities for citizens of the City to participate on non-statutory boards.

City Clerk Sharon Houslin provided a brief overview of the amendment to the Ordinance. Ms. Houslin stated that currently the Code of Ordinance requires that residents applying to serve on a non-statutory boards present a voters registration card and that the proposed amendment would strikeout



that requirement. Mayor Rogers chimed in and stated that the amendment would expand the opportunity for Lauderdale Lakes residents to serve on non-statutory boards. Mayor Rogers clarified that this requirement would include statutory boards such as Code Enforcement and Planning and Zoning.

## **5. ADDITIONAL WORKSHOP ITEMS**

### **A. DISCUSSION REGARDING HOSTING THE 2017 UNIFEST EVENT COORDINATED BY THE GREATER CARIBBEAN AMERICAN CULTURAL COALITION WITHIN THE CITY OF LAUDERDALE LAKES (5:30 P.M. TIME CERTAIN)**

This is a discussion in reference to hosting the 2017 Unifest Event coordinated by the Greater Caribbean American Cultural Coalition (GCACC) within the City of Lauderdale Lakes on May 21, 2017 pending that GCACC comply with all facility policies and procedures and all City, County, and State permit obligations, rules and regulations.

Treasa Brown Stubbs introduced members of the Greater Caribbean American Cultural Coalition who presented an overview of the Annual Unifest Event. Mr. Mario Zamora spoke on behalf of the organization and presented information regarding marketing and events planned for the Event.

Commissioner Gloria Lewis asked has consideration be given to hold the event on Saturday instead of Sunday and the time of day.

Mr. Zamora stated that Sunday is a better day for attendance. Mayor Hazelle Rogers ask if Mr. Zamora can explain what activities takes place in the day. Mr. Zamora explained that from noon until about 3:00 p.m. there is the parade of flags, the youth essay competition, the youth essay contest, food vendors, health and wellness expo, business expo, fire safety presentation, and a dominos tournament. Mr. Zamora stated that the concert does not start until the afternoon.

Mr. Zamora responded to questions from Commissioner Gloria Lewis regarding the prize amount for scholarships, and in-kind contributions and stated that whatever the City can do to help Unifest they will. Commissioner Lewis stated that she would like for the City to start contributing the \$10,000 they use to contribute.

Ms. Brown Stubbs stated that the Resolution will be available for consideration at the next regular commission.

City Attorney bought up yearly concerns regarding parking and the use of the stage.

Commissioner Beverly Williams stated that the City's stage will not accommodate Unifest and that they have their own stage.

Commissioner Lewis stated that Unifest brings joy to the City and is the largest event beside the Black History Month Parade and the only concerns came from a former Commission.

### **B. DISCUSSION REGARDING THE UPCOMING FY 2017 ANNUAL MID-YEAR BUDGET REPORT**

This is a discussion regarding the FY 2017 Mid-Year Budget Report. The Financial Services Department will prepare the FY 2017 Mid-Year Budget Report in the upcoming months through March 2017. The mid-year report provides a summary of the financial condition of the City.

Mayor Hazelle Rogers stated that the FY 2017 Budget is not her budget and she spoke regarding public roadways in Hawaiian Gardens belonging to the City and that the current budget neglects the upkeep of those roads. City Attorney Brady asked if the Commission is relying on information from a letter from former Commissioner Eileen Rathery. Commissioner Gloria Lewis asked the City Attorney to elaborate on the letter related to the roadways. City Manager Phil Alleyne stated that the letter that was alluded to by the City Attorney was addressed to City Staff and the letter incorrectly implied that all the streets in Hawaiian Gardens were dedicated to the City. Mr. Alleyne stated that

only three streets within Hawaii Gardens were dedicated as public streets.

Discussion ensued regarding the role and responsibility of the Mayor based on the Charter changes. Commissioner Gloria Lewis stated that Code Books should be available in each commissioners office.

Susan Gooding-Liburd, Director of Financial Services stated that the Financial Services Department will be presenting the FY2017 Mid-year Budget Review and explained what the Financial Services Department is proposing to bring forward to the Commission regarding the FY 2017 Budget. Ms. Gooding-Liburd stated that information will be provided regarding the Budget Advisory Board and the Budget Calendar and ask if there is anything else the Commission would like to add. Commissioner Gloria Lewis stated that she would like to see the salary and job description for the three positions that were recently passed with the Budget Amendment. Ms. Gooding-Liburd stated that she would provide that information tomorrow night.

**C. UPDATE REGARDING THE STORMWATER PROJECT**

City staff will provide an update and presentation on the Stormwater project.

Ronald Desbrunes, Director of Public Works and Bobbi Williams, Budget Analyst provided a presentation on the Stormwater Project. Mr. Desbrunes spoke regarding the survey that was conducted on the canals, the bid project and the scope of work based on the priority list.

Vince Richmond, Stormwater and Grounds Administrator provided information on homes that have been identified for canal bank stabilization.

**D. DISCUSSION REGARDING THE INSTALLATION OF A FOUR-WAY STOP SIGN AT THE INTERSECTION OF NW 34TH STREET AND NW 35TH AVENUE**

This is a discussion regarding the proposed installation of a 4-way stop sign at the intersection of NW 34th Street and NW 35th Avenue.

Ronald Desbrunes, Public Works Director stated that this item is related to the concerns from a resident at the last commission meeting. Mr. Desbrunes stated that he researched the issues at N.W. 34th Street and N.W. 35th Avenue. Mr. Desbrunes informed the Commission that due to a traffic agreement between Broward County and the City, all traffic signage within the City are under the jurisdiction of the County. In 2010 and 2012 the Commission requested a 4-way stop sign and all the request were denied by the County. Ms. Desbrunes stated that Staff has requested a new traffic study for that intersection. The traffic report from the County should be received in April 2017.

City Manager Phil Allyne provided options for the intersection. Mayor Rogers suggested that the City speaks with the County Commissioner that represents the area. Mayor Rogers suggest that the City writes a letter asking for intervention.

**E. DISCUSSION REGARDING THE INSTALLATION OF SPEED TABLES THROUGHOUT THE CITY OF LAUDERDALE LAKES**

This is a discussion regarding speed tables throughout the City.

Ronald Desbrunes, Public Works Director stated that speed tables are identified by price which ranges from \$162,000 each to about \$8000 each.

Discussion ensued regarding the types of speed tables, the cost, and the streets that were identified for speed bumps. Vice-Mayor Veronica Edwards asked does speed hump and speed table mean the same thing. Mr. Desbrunes explained the meaning of speed humps and speed tables.

**F. DISCUSSION REGARDING THE GUIDELINES FOR AWARDS AND/OR PRESENTATIONS**

This is a discussion regarding the guidelines for giving Proclamations, Commendations, Certificates of Appreciation and other awards as determined according to Resolution 2006-66.

Mayor Rogers spoke and suggested that proclamations be given out the second meeting of each month and the person requesting the award is responsible for getting information to staff.

**G. DISCUSSION REGARDING TRANSITION PERIOD FOR NEWLY ELECTED OFFICIALS**

This is a discussion related to the guidelines for newly elected officials transitioning to office.

Mayor Rogers stated that when the newly elected came on the new commission did not know what they could not and can not do when elected and asked staff to put together guidelines for a smoother transition.

**H. DISCUSSION REGARDING THE "MY BROTHER'S KEEPER" INITIATIVE**

This is a discussion regarding the "My Brother's" Keeper Initiative.

Mayor Rogers commented that she is trying to get understanding of the My Brothers Keeper Initiative and would like to see if there was a resolution adopted. Mayor Rogers stated that there is a group currently meeting regarding the program and she would like for staff to meet with them to see what their plan is relative to the program.

**I. DISCUSSION REGARDING THE "MY BAG" CAMPAIGN**

This is a discussion regarding the My Bag Campaign. The My Bag Campaign provides children in Foster Homes with luggage and/or backpacks to carry their belongings.

Commissioner Sandra Davey asked to continue the program that was started by former Commissioner Patricia Williams related to the My Bag Campaign. Commissioner Beverly Williams chimed in that the program is a lot of work and City Staff is not involved.

**6. REPORTS**

**A. REPORT ON THE COMMUNITY DEVELOPMENT BLOCK GRANT**

This is a report on the 40th Year Community Development Block Grant (CDBG). The 40th year CDBG Minor Home Repair program was not completed in the time frame required, therefore projects completed outside the program will not be funded.

Tanya Davis-Hernandez, Development Services Director advised the Commission that the 40th Year CDBG Grant related to the Minor Home Repair Program will not be funded. Ms. Davis-Hernandez explained that there was an issue with the Administrator, Community Redevelopment Associates (CRA) and because of the transition projects were not completed in the required timeframe. Any projects completed outside the program timeframe will not be funded. Three projects were behind schedule partly because the contractor changed the scope of work which pushed the project out longer than anticipated. Ms. Davis-Hernandez stated that she wanted to let the Commission know what has occurred because it will be an impact to the general fund. Three residents were not funded in amount of nearly \$60,000.

James Williams and Sylvia Williams, City resident spoke regarding work that was being performed on their home through the Minor Home Repair Program. Mr. Williams stated that the project was not completed on time and that the contractor wanted to place a lien on his home for work they did not complete.

Commissioner Gloria Lewis asked if we are being sanctioned for the 41st and 42nd year. Ms. Davis-Hernandez stated that County has put us on notice because we are not adhering to the HUD Program guidelines and explained the process for completing the program on time. Commissioner Gloria Lewis asked if the City had been reimbursed for any of the money. Susan Gooding-Liburd responded to Commissioner Gloria Lewis's question and explained the expense and reimbursement

process.

City Attorney Brady suggest the files be sent to his office with the background information and a status summary for his review.

**B. REPORT ON THE SHOPPES AT ORIOLE**

This is a report related to the research on "The Shoppes at Oriole" vacant out parcel and how it integrates with the overall development of the site.

Tanya Davis-Hernandez stated that she researched the parking concern at the Shoppes of Oriole and a parcel can not be fenced out from others parcels because there is any easement from N.W. 44th Street to N.W. 41st. Mayor Rogers asked how is the Daycare fenced in. Ms. Davis-Hernandez stated that per the City Code a daycare has to create a playground and the playground can be fenced in.

\*Commissioner Gloria Lewis stated that she has been receiving too many phone calls regarding an article in the Sun Sentinel regarding parking backwards in driveways and expressed her concerns with the Ordinance.

The Meeting was adjourned at 8:02 p.m.

"In accordance with Sec. 2-55 of the Code of Ordinance, the minutes are action minutes and do not record or transcribe debate or argument. The City Clerk maintains an audio recording of the Workshop and Commission Meeting minutes in accordance with state retention regulations. For an audio/video copy of the minutes, please contact the City Clerk's Office at 954-535-2705."

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HAZELLE ROGERS, MAYOR

ATTEST:

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SHARON HOUSLIN, CITY CLERK



**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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**COMMISSION MEETING MINUTES**  
**Commission Chambers**  
**February 14, 2017**  
**7:00 PM**

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**1. CALL TO ORDER**

Mayor Rogers called the February 14, 2017 Commission Meeting to order at 7:01 p.m. in the Commission Chambers, located at 4300 N.W. 36th Street, Lauderdale Lakes, Florida 33319.

**2. ROLL CALL**

**PRESENT**

Mayor Hazelle Rogers  
Vice-Mayor Veronica Edwards Phillips  
Commissioner Sandra Davey  
Commissioner Gloria Lewis  
Commissioner Beverly Williams

**ALSO PRESENT**

City Manager Phil Alleyne  
City Attorney James Brady  
City Clerk Sharon Houslin  
City Staff  
Members of the Public

**3. INVOCATION AND PLEDGE OF ALLEGIANCE**

**4. PROCLAMATIONS/PRESENTATIONS**

**A. PROCLAMATION FOR BRENDA D. FORMAN, BROWARD COUNTY CLERK OF COURTS**

Mayor Hazelle Rogers presented a proclamation to Broward County Clerk of Court Brenda D. Forman proclaiming February 17, 2017 as Brenda D. Forman Day.

**5. APPROVAL OF MINUTES FROM PREVIOUS MEETING**

**A. APPROVAL OF MINUTES**

January 23, 2017 Commission Workshop Minutes  
January 24, 2017 Commission Meeting Minutes

Commissioner Beverly Williams made a motion to approve the January 23, 2017 Commission Meeting Workshop Minutes, and the January 24, 2017 Commission Meeting Minutes. Vice-Mayor Veronica Edwards Phillips seconded the motion. There was a unanimous voice vote of approval.

The minutes were approved unanimously.

## **6. PETITIONS FROM THE PUBLIC**

### **A. PETITIONS FROM THE PUBLIC**

All petitioners must sign in with the City Clerk and will be seated in a designated area. Petitioners will be allowed to speak for five (5) minutes. Petitions from the Public will not exceed 30 minutes in aggregate time.

- Brenda D. Forman, Clerk of Courts thanked the Mayor and Commission for the Proclamation; thanked the City of Lauderdale Lakes; spoke regarding being an advocate for Domestic Violence and children rights; and spoke of fond moments with her grandmother.
- Urcie Anglin, City resident and President of the Westgate Homeowners Association spoke regarding code enforcement and advised that the Homeowners Meetings are the third Thursday of each month.
- Byron Maylor, City resident spoke regarding the Town Hall Meeting and Code Enforcement.
- Former Commissioner Levoyd Williams read quotes from Carter G. Woodson and Fredrick Douglas.
- Barbara Smith, City resident thanked the City for hosting the Martin Luther King event; advised that the Oriole Estates Homeowners Meetings are the third Thursday of each month at Willie Webb Park and invited Code Compliance to attend.

## **7. CONSIDERATION OF ORDINANCES ON SECOND READING**

## **8. CONSIDERATION OF ORDINANCES ON FIRST READING**

### **A. ORDINANCE 2017-003 AMENDING SECTIONS 30-33, 30-52, 30-86 AND 30-87.1 OF CHAPTER 30 OF THE CODE OF ORDINANCES**

This Ordinance amends the jurisdiction of, and appointment of members to the Code Enforcement Board and establishes civil penalties for certain violations of the Code.

Commissioner Gloria Lewis made a motion to move the agenda on items 8A and 8B. Commissioner Beverly Williams seconded the motion. There was a unanimous voice vote of approval.

Items 8A & 8B were removed from the Agenda unanimously.

### **B. ORDINANCE 2017-004 CREATING SECTION 86-5, AMENDING SECTION 86-35 AND CREATING SECTION 86-39 OF CHAPTER 86, ARTICLE II**

This Ordinance amends and creates Sections in Chapter 86, the Traffic and Vehicles code as it relates to parking in and around the City of Lauderdale Lakes.

Removed from the Agenda

### **C. ORDINANCE 2017-005 AMENDING SECTION 2-315 OF THE CODE OF ORDINANCES; PROVIDING FOR QUALIFICATIONS OF MEMBERS OF NON-STATUTORY BOARDS**

This Ordinance amends Section 2-315 of the Code of Ordinances to provide for expanded opportunities for citizens of the City to participate on non-statutory boards.

City Attorney Brady read the following Resolution by title only:

#### **ORDINANCE 2017-005**

AN ORDINANCE AMENDING SECTION 2-315 OF THE CODE OF ORDINANCES; PROVIDING FOR QUALIFICATIONS OF MEMBERS OF NON-STATUTORY BOARDS; PROVIDING FOR IDENTIFICATION; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL

ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN CODE; PROVIDING AN EFFECTIVE DATE.

Commissioner Gloria Lewis made a motion to move Ordinance 2017-005 to the floor. Commissioner Beverly Williams seconded the Motion. There was a unanimous voice vote of approval. Mayor Rogers asked if there is any discussion. Discussion ensued, afterwards Mayor Rogers requested a roll call:

FOR: Mayor Hazelle Rogers, Vice-Mayor Veronica Edwards Phillips, Commissioner Sandra Davey, Commissioner Gloria Lewis, Commissioner Beverly Williams.

Motion passed: 5-0

## **9. CONSIDERATION OF RESOLUTIONS ON CONSENT AGENDA**

City Attorney Brady read the following Resolutions by title only:

### **RESOLUTION 2017-015**

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE THAT CERTAIN AGREEMENT BETWEEN MARTY KIAR, AS BROWARD COUNTY PROPERTY APPRAISER, AND THE CITY OF LAUDERDALE LAKES ("TAXING AUTHORITY") AS THE TAXING AUTHORITY FOR NON-AD-VALOREM ASSESSMENTS FOR PROPERTY OWNERS WITHIN THE CITY, A SUMMARY OF WHICH IS ATTACHED HERETO AS EXHIBIT A; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE

### **RESOLUTION 2017-016**

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE THAT CERTAIN AGREEMENT BETWEEN MARTY KIAR, AS BROWARD COUNTY PROPERTY APPRAISER, AND THE CITY OF LAUDERDALE LAKES FOR NON-AD VALOREM ASSESSMENTS FOR FIRE RESCUE SERVICES FOR PROPERTY OWNERS WITHIN THE CITY, A SUMMARY OF WHICH IS ATTACHED HERETO AS EXHIBIT A; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

### **RESOLUTION 2017-017**

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE THAT CERTAIN AGREEMENT BETWEEN MARTY KIAR, AS BROWARD COUNTY PROPERTY APPRAISER, AND THE CITY OF LAUDERDALE LAKES FOR NON-AD VALOREM ASSESSMENTS FOR STORM WATER SERVICES FOR PROPERTY OWNERS WITHIN THE CITY, A SUMMARY OF WHICH IS ATTACHED HERETO AS EXHIBIT A; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

### **RESOLUTION 2017-018**

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE THAT CERTAIN AGREEMENT BETWEEN MARTY KIAR, AS BROWARD COUNTY PROPERTY APPRAISER, AND THE CITY OF LAUDERDALE LAKES FOR NON-AD-VALOREM ASSESSMENTS FOR PROPERTY OWNERS WITHIN THE CITY FOR SOLID WASTE SERVICES, A SUMMARY OF WHICH IS ATTACHED HERETO AS EXHIBIT A; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE

Commissioner Gloria Lewis made a motion to approve the consent agenda. Commissioner Beverly Williams seconded the Motion. There was a unanimous voice vote of approval.

Mayor Rogers requested a roll call:



FOR: Mayor Hazelle Rogers, Vice-Mayor Veronica Edwards Phillips, Commissioner Sandra Davey, Commissioner Gloria Lewis, Commissioner Beverly Williams.

Motion passed: 5-0

- A.** RESOLUTION 2017-015 AUTHORIZING THE CITY MANAGER TO EXECUTE THAT CERTAIN AGREEMENT BETWEEN MARTY KIAR, AS BROWARD COUNTY PROPERTY APPRAISER, AND THE CITY OF LAUDERDALE LAKES ("TAXING AUTHORITY") AS THE TAXING AUTHORITY FOR NON-AD VALOREM ASSESSMENTS - NUISANCE ABATEMENT

This Resolution authorizes the City Manager to execute an agreement between Marty Kiar, as Broward County Property Appraiser, and the City of Lauderdale Lakes for Non-Ad valorem assessments – Nuisance Abatement Fees.

Approved on Consent

- B.** RESOLUTION 2017-016 AUTHORIZING THE CITY MANAGER TO EXECUTE THAT CERTAIN AGREEMENT BETWEEN MARTY KIAR, AS BROWARD COUNTY PROPERTY APPRAISER, AND THE CITY OF LAUDERDALE LAKES FOR NON-AD VALOREM ASSESSMENTS FOR FIRE RESCUE SERVICES

This Resolution authorizes the City Manager to execute an agreement between Marty Kiar, as Broward County Property Appraiser, and the City of Lauderdale Lakes for Non-Ad valorem assessments for Fire-Rescue Services.

Approved on Consent

- C.** RESOLUTION 2017-017 AUTHORIZING THE CITY MANAGER TO EXECUTE THAT CERTAIN AGREEMENT BETWEEN MARTY KIAR, AS BROWARD COUNTY PROPERTY APPRAISER, AND THE CITY OF LAUDERDALE LAKES FOR NON-AD VALOREM ASSESSMENTS FOR STORM WATER SERVICES

This Resolution authorizes the City Manager to execute an agreement between Marty Kiar, as Broward County Property Appraiser, and the City of Lauderdale Lakes for Non-Ad valorem assessments for Stormwater Services.

Approved on Consent

- D.** RESOLUTION-018 AUTHORIZING THE CITY MANAGER TO EXECUTE THAT CERTAIN AGREEMENT BETWEEN MARTY KIAR, AS BROWARD COUNTY PROPERTY APPRAISER, AND THE CITY OF LAUDERDALE LAKES FOR NON-AD-VALOREM ASSESSMENTS FOR PROPERTY OWNERS WITHIN THE CITY FOR SOLID WASTE SERVICES

This Resolution authorizes the City Manager to execute an agreement between Marty Kiar, as Broward County Property Appraiser, and the City of Lauderdale Lakes for Non-Ad valorem assessments for Solid Waste Services.

Approved on Consent

## **10. CONSIDERATION OF RESOLUTIONS ON REGULAR AGENDA**

- A.** RESOLUTION 2017-019 AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN GRANT AGREEMENT FM# 439409-1-54-01 EDTF, WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION IN AN AMOUNT NOT TO EXCEED ONE MILLION AND NO/100 (\$1,000,000.00) DOLLARS, FOR THE NORTHWEST 31 AVENUE CORRIDOR IMPROVEMENT PROJECT, A SUMMARY OF WHICH IS ATTACHED HERETO AS EXHIBIT A

This Resolution authorizes the execution of an agreement between the City of Lauderdale Lakes and the State of Florida Department of Transportation to provide funding totaling \$1,000,000 for the Northwest 31 Avenue Corridor Improvement Project.

City Attorney Brady read the following Resolution by title only:



## RESOLUTION 2017-019

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN GRANT AGREEMENT FM# 439409-1-54-01 EDTF, IN AN AMOUNT NOT TO EXCEED ONE MILLION (\$1,000,000.00) DOLLARS, TO BE EXPENDED FOR THE NORTHWEST 31 AVENUE CORRIDOR IMPROVEMENT PROJECT, WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ("FDOT"), A SUMMARY OF WHICH IS ATTACHED HERETO AS EXHIBIT A, AND A FACSIMILE COPY OF WHICH CAN BE INSPECTED IN THE OFFICE OF THE CITY CLERK;; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

Commissioner Gloria Lewis made a motion to move Resolution 2017-019 to the floor. Commissioner Beverly Williams seconded the Motion. There was a unanimous voice vote of approval.

Gary Rogers, Community Redevelopment Executive Director provided information related to the Northwest 31st Avenue Corridor Improvement Project.  
Mayor Rogers requested a roll call:

FOR: Mayor Hazelle Rogers, Vice-Mayor Veronica Edwards Phillips, Commissioner Sandra Davey, Commissioner Gloria Lewis, Commissioner Beverly Williams.

Motion passed: 5-0

**B. RESOLUTION 2017-020 CANCELLING THE CITY COMMISSION WORKSHOP MEETING PRESENTLY SCHEDULED FOR MARCH 13, 2017, AND THE REGULAR CITY COMMISSION MEETING SCHEDULED FOR MARCH 14, 2017**

This Resolution cancels the City Commission Workshop presently scheduled for March 13, 2017 and the City Commission Meeting presently scheduled for March 14, 2017.

City Attorney Brad read the following Resolution on title only:

## RESOLUTION 2017-020

A RESOLUTION CANCELLING THE CITY COMMISSION WORKSHOP MEETING PRESENTLY SCHEDULED FOR MARCH 13, 2017, AND THE REGULAR CITY COMMISSION MEETING SCHEDULED FOR MARCH 14, 2017; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

Commissioner Beverly Williams made a motion to move Resolution 2017-020 to the floor. Vice-Mayor Veronica Edwards Phillips seconded the Motion. There was a unanimous voice vote of approval.

Mayor Rogers requested a roll call:

FOR: Mayor Hazelle Rogers, Vice-Mayor Veronica Edwards Phillips, Commissioner Sandra Davey, Commissioner Gloria Lewis, Commissioner Beverly Williams.

Motion passed: 5-0

## 11. CORRESPONDENCE

## 12. REPORT OF THE MAYOR

Mayor Hazelle Rogers: welcomed Clerk of Courts Brenda D. Forman for attending the meeting; thanked City resident, Patsy Jones for attending the meeting; spoke regarding safety related to the Community Bus; spoke regarding the Town Hall meeting and Code Compliance; and recognized City staff for their hard work.

### **13. REPORT OF THE VICE MAYOR**

Vice Mayor Veronica Edwards Phillips: thanked everyone who attended the Town Hall meeting related to code compliance; spoke regarding school boundaries; spoke regarding the media center at Boyd Anderson High School; and read a Valentines Day poem that she wrote;

### **14. REMARKS OF THE COMMISSIONERS**

- Commissioner Beverly Williams: wished everyone a Happy Valentines Day, and Black History Month; thanked everyone who participated in the Black History Month Parade; asked for volunteers for the Black History Committee; spoke regarding the Safe Street Summit held in the City of Sunrise; stated that Gary Rogers, CRA Executive Director received an award from the Metropolitan Planning Area; invited everyone to attend the Street Dedication for Dr. Gwendolyn Hankerson; and spoke regarding the Bus Shelter Program.
- Commissioner Sandra Davey thanked everyone for coming out and provided facts regarding Rebecca Crumpler, the first African American woman to become a physician in the United States; reminded residents to cross at designated areas; and wished everyone Happy Valentines Day.
- Commissioner Gloria Lewis: applauded City resident Byron Maylor for providing feedback regarding the Town Hall meeting related to Code Enforcement; spoke regarding her concerns with the Town Hall meeting; spoke regarding agenda items 8A and 8B; spoke regarding code enforcement fines; asked staff to print out a hardcopy of the code for the Commission; spoke regarding jaywalking; and spoke regarding Unifest.

\*Commissioner Gloria Lewis made a motion that the City donate \$10,000 for scholarships to Unifest. Mayor Rogers asked if Commissioner Gloria Lewis could redraw the motion until the Commission has an opportunity to discuss the item. Commissioner Gloria Lewis agreed to pull the motion until the Commission has an opportunity to discuss the item.

### **15. REPORT OF THE CITY MANAGER**

City Manager Phil Alleyne wished everyone Happy Valentines; advised that applications are being accepted for the Civil Service Board; informed that the 29th Street Dedication honoring Dr. Hankerson will be this Saturday at 10:00 a.m.; the Caregivers Appreciation Luncheon is this Saturday at 11:00 a.m. in the Multipurpose; there will be a Food Distribution, Thursday, February 23, 2017 at 10:00 at Willie Webb Park, and the Dominos Tournament will be held in the City of Miramar on February 25, 2017 at 9:00 a.m.

### **16. REPORT OF THE CITY ATTORNEY**

### **17. ADJOURNMENT**

The Meeting was adjourned at 8:02 p.m.

"In accordance with Sec. 2-55 of the Code of Ordinance, the minutes are action minutes and do not record or transcribe debate or argument. The City Clerk maintains an audio recording of the Workshop and Commission Meeting minutes in accordance with state retention regulations. For an audio/video copy of the minutes, please contact the City Clerk's Office at 954-535-2705."

Signatures on the next page

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HAZELLE ROGERS, MAYOR

ATTEST:

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SHARON HOUSLIN, CITY CLERK

## CITY OF LAUDERDALE LAKES

### Agenda Cover Page

Fiscal Impact: No

Contract Requirement: No

Title
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ORDINANCE 2017-005 AMENDING SECTION 2-315 OF THE CODE OF ORDINANCES; PROVIDING FOR QUALIFICATIONS OF MEMBERS OF NON-STATUTORY BOARDS
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Summary
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This ordinance amends Section 2-315 of the Code of Ordinances to provide for expanded opportunities for residents of the City to participate on non-statutory boards.
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Staff Recommendation
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**Background:**

Currently Section 2-315 of the Code of Ordinances provides that as a prerequisite for appointment to a nonstatutory board, applicants must present a voter's registration card and State of Florida driver's licenses or current State of Florida identification card. If adopted Section 2-315 would be amended and a voter's registration card would not be required for appointment to a nonstatutory board.

**Funding Source:**

Not applicable

**Sponsor Name/Department:** Sharon Houslin, City Clerk

**Meeting Date:** 2/28/2017

**ATTACHMENTS:**

Description	Type
<input type="checkbox"/> Ordinance 2017-005 - Amending Section 2-315 of the Code of Ordinance Related to Qualifications for Non-statutor Boards	Ordinance

## ORDINANCE 2017-005

AN ORDINANCE AMENDING SECTION 2-315 OF THE CODE OF ORDINANCES; PROVIDING FOR QUALIFICATIONS OF MEMBERS OF NON-STATUTORY BOARDS; PROVIDING FOR IDENTIFICATION; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN CODE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission has indicated a desire to provide expanded opportunities for citizens of the City to participate in the governmental processes, and

WHEREAS, legally present immigrants may not register to vote and, presently, Section 2-315 of the Code of Ordinances requires, as a qualification to serve as a member of a non-statutory board, an applicant submit a voter's registration card,

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

SECTION 1. ADOPTION OF REPRESENTATIONS: The foregoing Whereas Clauses are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Ordinance.

SECTION 2. AMENDMENT: Section 2-315 of the Code of Ordinances is hereby amended to read as follows:

### **Sec. 2-315. - Disclosures and application requirements for appointees.**

Each applicant for appointment to a nonstatutory board shall, as a prerequisite to consideration, file an application on a form to be provided by the city clerk, and present a ~~voter's registration card~~ and State of Florida driver's license or current State of Florida identification card. In those situations in which an applicant must take an oath of office, the applicant shall present a voter's registration and a Florida driver's license or current State of Florida identification card. In those situations where board appointments are made at the discretion of the mayor or a member of the city commission from the dais, such board members shall comply with the application

procedures set forth in this section within 30 days of the appointment or the appointment shall be deemed null and void.

SECTION 3. CONFLICT: All ordinances or Code provisions in conflict herewith are hereby repealed.

SECTION 4. SEVERABILITY: If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 5. INCLUSION IN CODE: It is the intention of the City Commission of the City of Lauderdale Lakes that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Lauderdale Lakes and that the sections of this Ordinance may be renumbered or relettered and the word "Ordinance" may be changed to "Chapter," "Section," "Article" or such other appropriate word or phrase, the use of which shall accomplish the intentions herein expressed; provided, however, that Section 1 hereof or the provisions contemplated thereby shall not be codified.

SECTION 6. EFFECTIVE DATE: This Ordinance shall become effective immediately upon its final passage.

PASSED ON FIRST READING BY TITLE ONLY, UPON APPROVAL OF AT LEAST FIVE (5) AFFIRMATIVE VOTES OF THE CITY COMMISSIONERS, ON THE 14<sup>TH</sup> DAY OF FEBRUARY, 2017.

PASSED ON SECOND READING BY TITLE ONLY THE 28<sup>TH</sup> DAY OF FEBRUARY, 2017.

ADOPTED AND PASSED BY THE CITY COMMISSION OF THE CITY OF  
LAUDERDALE LAKES AT ITS REGULAR MEETING HELD ON THE 28<sup>TH</sup> DAY OF  
FEBRUARY, 2017.

\_\_\_\_\_  
HAZELLE ROGERS, MAYOR

ATTEST:

\_\_\_\_\_  
SHARON HOUSLIN, CITY CLERK

JCB:jl

Sponsored by: SHARON HOUSLIN, City Clerk

**VOTE:**

Mayor Hazelle Rogers	_____	(For)	_____	(Against)	_____	(Other)
Vice-Mayor Veronica Edwards Phillips	_____	(For)	_____	(Against)	_____	(Other)
Commissioner Sandra Davey	_____	(For)	_____	(Against)	_____	(Other)
Commissioner Gloria Lewis	_____	(For)	_____	(Against)	_____	(Other)
Commissioner Beverly Williams	_____	(For)	_____	(Against)	_____	(Other)

## CITY OF LAUDERDALE LAKES

### Agenda Cover Page

Fiscal Impact: No

Contract Requirement: Yes

Title
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RESOLUTION 2017-021 APPROVING THE HOSTING OF THE 2017 UNIFEST EVENT, IN COORDINATION WITH THE GREATER CARIBBEAN AMERICAN CULTURAL COALITION, INC. ("GCACC")
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Summary
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This resolution authorizes the Mayor and Commission to approve hosting the 2017 Unifest Event coordinated by the Greater Caribbean American Cultural Coalition (GCACC) within the City of Lauderdale Lakes on May 21, 2017 pending that GCACC comply with all facility policies and procedures and all City, County, and State permit obligations, rules and regulations.
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Staff Recommendation
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**Background:**

The City of Lauderdale Lakes enters into a Facility Use Agreement and completes a Special Events Application with the GCACC to implement the Annual Unifest Event held at Vincent Torres Memorial Park. The City of Lauderdale Lakes has supported the GCACC with the implementation of the Unifest Event for the past 23 years. City support has been in the form of in-kind services primarily from the Parks and Human Services Department, Public Works Department, and the Broward Sheriff's Office Police and Fire.

GCACC has submitted the initial Facility Use Application to the Department of Parks and Human Services and is in the process of completing the Special Events Application requirements with the Department of Development Services. GCACC is requesting Mayor and Commission approval, per resolution granting permission to host the 2017 Unifest Event, as a co-sponsor, within the City at Vincent Torres Park pending that GCACC comply with all facility policies and procedures and all City, County, and State permit obligations, rules and regulations. As a part of the resolution, it is being requested that the Mayor and Commission approve the in-kind services from the City and request any associated costs be received from GCACC to include deposits or facility rental fees if deemed applicable.

Upon Mayor and Commission approval, GCACC will move forward with completing the submission of the Special Events Application to the Development Services Department including payment in full of all permit fees and related deposits to the proper City department. Upon receipt of all permit fees, deposits, and application obligations, the Parks and Human Services Department will prepare a Facility Use Agreement between the City of Lauderdale Lakes and GCACC to host the 2017 Unifest Event.


**Funding Source:**

GCACC

**Sponsor Name/Department:** Treasa Brown Stubbs, Director of Parks and Human Services

**Meeting Date:** 2/28/2017

**ATTACHMENTS:**

Description	Type
 Resolution 2017-021 - Approving the Hosting of the 2017 Unifest Event	Resolution



## RESOLUTION 2017-021

A RESOLUTION APPROVING THE HOSTING OF THE 2017 UNIFEST EVENT, IN COORDINATION WITH THE GREATER CARIBBEAN AMERICAN CULTURAL COALITION, INC. ("GCACC"); AUTHORIZING THE CITY MANAGER TO TAKE SUCH STEPS AS SHALL BE NECESSARY AND APPROPRIATE, ADMINISTRATIVELY, TO CARRY OUT THE PURPOSE CONTEMPLATED HEREIN; PROVIDING LIMITED APPROVAL FOR USE OF THE CITY'S LOGO; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City has hosted a Unifest event in the City of Lauderdale Lakes for the past 23 years, and

WHEREAS, GCACC has made a request for the City to host the Unifest event for the year 2017, and

WHEREAS, the City has a diverse population, a significant portion of which is of Caribbean heritage, and

WHEREAS, the Unifest event is an observation and celebration of the City's diversity, and

WHEREAS, the Unifest event draws interest on a regional basis and affords people of and guests to the region an opportunity to enjoy the rich Caribbean Culture, as well as to be entertained by international talent, and

WHEREAS, the Unifest event draws positive attention to the City and, therefore, serves a public purpose,

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

SECTION 1. ADOPTION OF REPRESENTATIONS: The foregoing Whereas paragraphs are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

SECTION 2. APPROVAL OF HOSTING: The City Commission hereby expresses its approval for the hosting of the 2017 Unifest Event, in coordination with the Greater Caribbean American Cultural Coalition, Inc., subject to the following:

A. GCACC provides evidence satisfactory to the City that it has obtained and possesses, without revocation, all required County and State approvals, and

B. GCACC provides proof of general liability and worker's compensation insurance in amounts approved by the City Manager.

SECTION 3. LIMITED AUTHORIZATION TO USE CITY LOGO: Subject to the review and prior approval of the City Manager, the Greater Caribbean American Coalition, Inc. shall have the right to use the City's logo in pre-approved advertisement and promotion of the event through May 1, 2017.

SECTION 4. AUTHORIZATION TO THE CITY MANAGER: The City Commission hereby authorizes and directs the City Manager to take such steps as shall be necessary and appropriate, administratively, to carry out the purpose contemplated herein.

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 FEBRUARY 28, 2017.

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HAZELLE ROGERS, MAYOR

ATTEST:

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SHARON HOUSLIN, CITY CLERK

JCB:jl

Sponsored by: TREASA BROWN-STUBBS, Director of Parks and Human Services

**VOTE:**

Mayor Hazelle Rogers	_____	(For)	_____	(Against)	_____	(Other)
Vice-Mayor Veronica Edwards Phillips	_____	(For)	_____	(Against)	_____	(Other)
Commissioner Sandra Davey	_____	(For)	_____	(Against)	_____	(Other)
Commissioner Gloria Lewis	_____	(For)	_____	(Against)	_____	(Other)
Commissioner Beverly Williams	_____	(For)	_____	(Against)	_____	(Other)

## CITY OF LAUDERDALE LAKES

### Agenda Cover Page

Fiscal Impact: No

Contract Requirement: Yes

#### Title

RESOLUTION 2017-022 AUTHORIZING THE MAYOR AND CITY CLERK, TO EXECUTE AND ATTEST TO THE RECIPROCAL USE AGREEMENT BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY AND THE CITY OF LAUDERDALE LAKES

#### Summary

This resolutions authorizes the Mayor and City Clerk, to execute and attest to the Reciprocal Use Agreement between the School Board of Broward County and the City of Lauderdale Lakes.

#### Staff Recommendation

#### Background:

On June 2, 2009, the City of Lauderdale Lakes and the School Board of Broward County (SBBC) entered into a Reciprocal Use Agreement. The agreement allows the City and the SBBC to share resources, such as City/SBBC facilities, to meet each organization's goals and objectives.

This resolution will allow the Mayor and City Clerk to renew the agreement for a term of three (3) years commencing on the date of execution by all parties.

#### Funding Source:

Not applicable

**Sponsor Name/Department:** Treasa Brown Stubbs, Director of Parks and Human Services

**Meeting Date:** 2/28/2017

#### ATTACHMENTS:

Description	Type
<input type="checkbox"/> Resolution 2017-022 - Reciprocal Use Agreement	Resolution
<input type="checkbox"/> Exhibit A-SBBC Reciprocal Use Agreement Summary	Exhibit
<input type="checkbox"/> SBBC Reciprocal Use Agreement	Backup Material

## RESOLUTION 2017-022

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK, TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN RECIPROCAL USE AGREEMENT BETWEEN THE SCHOOL BOARD OF BROWARD COUNTY AND THE CITY OF LAUDERDALE LAKES, A SUMMARY OF WHICH IS ATTACHED HERETO AS EXHIBIT A, AND A FACSIMILE COPY OF WHICH CAN BE INSPECTED IN THE OFFICE OF THE CITY CLERK; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City and the School Board of Broward County ("School Board") have negotiated an agreement regarding the reciprocal use of the facilities of the other, which expands the capabilities of both on an efficient, economic basis, and

WHEREAS, the City and School Board have negotiated and agreed upon revision to such Agreement, the implementation of which will enhance the respective abilities of each to provide quality services,

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

Section 1. ADOPTION OF REPRESENTATIONS: The foregoing Whereas paragraphs are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

Section 2. AUTHORITY: The Mayor and City Clerk are hereby authorized and directed to execute and attest, respectively, that certain Reciprocal Use Agreement between the School Board of Broward County and the City of Lauderdale Lakes, a summary of which is attached as **Exhibit A**, and a facsimile copy of which can be inspected in the Office of the City Clerk.

Section 3. INSTRUCTIONS TO THE CITY CLERK: The City Clerk is hereby authorized to obtain five (5) fully executed copies of the subject First Amendment to that certain Agreement, with one to be maintained by the City; with three (3) to be delivered to the School Board of Broward County, and with one to be directed to the Office of 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 FEBRUARY 14, 2017.

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HAZELLE ROGERS, MAYOR

ATTEST:

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SHARON HOUSLIN, CITY CLERK

JCB:jlja

Sponsored by: TREASA BROWN STUBBS, Director of Parks and Human Services

**VOTE:**

Mayor Hazelle Rogers	_____	(For)	_____	(Against)	_____	(Other)
Vice-Mayor Veronica Edwards Phillips	_____	(For)	_____	(Against)	_____	(Other)
Commissioner Sandra Davey	_____	(For)	_____	(Against)	_____	(Other)
Commissioner Gloria Lewis	_____	(For)	_____	(Against)	_____	(Other)
Commissioner Beverly Williams	_____	(For)	_____	(Against)	_____	(Other)

## **Exhibit “A”**

### **Reciprocal Use Agreement Between the School Board of Broward County and the City of Lauderdale Lakes**

This resolution serves to approve the agreement for the Reciprocal Use Agreement between the School Board of Broward County and the City of Lauderdale Lakes. The agreement shall be executed for a term of three (3) years commencing on the date executed by all parties.

## **RECIPROCAL USE AGREEMENT**

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_  
2017, by and between:

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

(hereinafter referred to as "SBBC"),  
a political subdivision of the State of Florida  
having its principal place of business at  
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

**THE CITY OF LAUDERDALE LAKES, FLORIDA**

(hereinafter referred to as "City")  
a municipal corporation of the State of Florida  
whose address is  
4300 NW 36<sup>th</sup> Street, Lauderdale Lakes, Florida 33319

**WHEREAS**, partnerships instill a sense of civic pride and responsibility in students that will last far beyond their educational experience; and

**WHEREAS**, cities and schools may share resources to support each other's goals and objectives; and

**WHEREAS**, this collaboration provides the opportunity to develop a seamless, communication infrastructure between City officials, City staff and their counterparts in the School District; and

**WHEREAS**, City, as part of its recreation program wishes to provide additional outdoor playground recreation facilities for its citizens; and

**WHEREAS**, SBBC, as the controlling body of the district schools of Broward County, Florida owns, operates and maintains various facilities throughout the county, including elementary, middle and high schools, vocational sites, training facilities and equipment in the City of Lauderdale Lakes suitable for use by City in its municipal programs; and

**WHEREAS**, SBBC wishes to provide additional facilities for its programming; and

**WHEREAS**, City owns, operates and maintains numerous facilities suitable for use by SBBC for its educational, and training programs; and

**WHEREAS**, City and District staff have determined that entering into numerous agreements for the use of each other's facilities on a case-by-case basis will result in the expense of additional administrative time and resources; and



**WHEREAS**, City and SBBC believe that a formal agreement providing reciprocal use of each other's facilities will be of mutual benefit to all parties;

**NOW, THEREFORE**, in consideration of the premises and mutual covenants hereinafter contained, the parties hereby agree as follows:

## **ARTICLE 1 - RECITALS**

1.01 **Recitals**. The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

## **ARTICLE 2 – SPECIAL CONDITIONS**

2.01 **Term of Agreement**. Unless terminated earlier pursuant to Section 3.05 of this Reciprocal Use Agreement ("Agreement"), the term of this Agreement shall be for a period of five (5) years commencing on May 14, 2017 and expiring on May 13, 2022.

### **2.02 City Licensed Facilities.**

2.02.1 **Authorized Use of City Licensed Facilities by SBBC.** City owns and operates a number of parks and facilities located in the City of Lauderdale Lakes, Florida, which are suitable for use by SBBC for its educational and training programs. The City agrees to allow SBBC use of City parks and facilities and any improvements thereon (hereinafter referred to as "City Licensed Facilities") including, but not limited to those described in **Exhibit "A"**, on such days and at such times as are mutually agreed upon by the Director, Parks and Human Services or designee and the Superintendent of Schools ("Superintendent") or designee (e.g. school principal).

2.02.2 **Procedure to Request Use of City Licensed Facilities.** The following procedure shall be followed whenever SBBC desires to use any City Licensed Facilities:

2.02.2.1 SBBC shall submit a Notice of Facility Use form, attached hereto and incorporated herein by reference as **Exhibit "C"**, to the Director, Parks and Human Services or designee for use of City Licensed Facilities a minimum of fifteen (15) calendar days in advance of usage. The Notice of Facility Use form must specify the dates, times and facilities desired, to be used by SBBC and any other special terms and conditions pertaining to such usage not in conflict with this Agreement. The Notice of Facility Use Form may be revised by mutual agreement of the Superintendent of Schools or designee and the Director, Parks and Human Services or designee without a formal amendment of this Agreement.

2.02.2.2 The Director, Parks and Human Services or designee shall determine if the requested use conflicts or interferes with any other usage of the City Licensed Facility within eight (8) calendar days of receipt of the request. If there is no conflict in use and human resources are available, the request will be approved and returned to SBBC. If there is a conflict and the request is not approved, SBBC may appeal the denial to the City Manager. The City Manager will determine whether to uphold the denial within seven (7) calendar days of filing the initial request, and the decision of the City Manager upon such appeal shall be final.

2.02.2.3 Said City Licensed Facilities are to be used by SBBC solely for educational and training purposes which are an integral part of the Public Education Program of SBBC and for no other purpose whatsoever without the prior written consent of the City.

2.02.2.4 The use of said City Licensed Facilities by SBBC shall, at all times, be in compliance with the laws of the State of Florida, local laws and City's Code of Ordinances. SBBC shall require its instructors, agents, students and invitees to follow all rules and regulations promulgated by City.

2.02.3 Maintenance of City Licensed Facilities. City shall provide and maintain the parking lot, parking lot lighting, and ingress and egress at all City Licensed Facilities. The City shall have the continuing duty to maintain City Licensed Facilities and equipment in a safe condition and to ensure that any unsafe condition or defect in or upon City Licensed Facilities is remedied and/or repaired within a reasonable time of actual or constructive notice of such condition. If in the course of its maintenance and operation, the City becomes aware of any dangerous or unsafe condition in or upon City Licensed Facilities or equipment, City shall immediately correct the dangerous condition or prevent the use of City Licensed Facilities or equipment by other persons so as not to endanger the life or safety of persons at the Licensed Facilities or equipment. If in the course of SBBC's use and occupancy of City Licensed Facilities or equipment, SBBC becomes aware of any dangerous condition in or upon City Licensed Facilities or equipment, SBBC shall, immediately, notify the City Manager or Director, Parks and Human Services or designee of such dangerous or unsafe condition and cease SBBC'S use of City Licensed Facilities or equipment which is unsafe until such time as City corrects or remedies the condition. The City shall have final determination as to what is deemed "unsafe". If SBBC does not notify the City of such dangerous conditions, and City is not otherwise aware nor should it have been aware of same, City shall not be liable to SBBC, its employees, agents or invitees for loss, personal injury or damage. This paragraph shall not create any rights for any third party to sue the City or SBBC, and there shall be no third party beneficiary.

2.02.4 City Access to City Licensed Facilities. City and its officers, agents and employees engaged in the operation maintenance or repair of the City Licensed Facilities reserve the right, at any time, to enter upon and have free access to any and all parts of the City Licensed Facilities. City shall have the right to observe all operations of SBBC at City Licensed Facilities in regard to ensuring that said facilities are not subjected to risk of loss. City reserves the right to preclude or interrupt any act or use of equipment by SBBC within the reasonable judgment of the City Manager or Director, Parks and Human Services or designee of the affected City Licensed Facilities, if it is necessary in the interest of public safety to protect person or property from exposure to risk of injury, death, damage or loss. City shall have the right to inspect any and all parts of City Licensed Facilities and make or cause to be made necessary repairs thereto, to enforce all necessary and proper rules for the management and operation of the premises and to enforce the license obligations hereunder.

2.02.5 SBBC Property on City Licensed Facilities. City assumes no responsibility whatsoever for any property placed on its premises by SBBC, its agents, employees, representatives, independent contractors or invitees.

2.02.6 Restrictions on Items Brought onto City Licensed Facilities. SBBC agrees not to bring onto City Licensed Facilities, any material, substances, equipment or objects that are likely to endanger the life or to cause bodily injury to any person or damage to the City Licensed Facilities or which are likely to constitute a hazard to property thereon. City shall have the right to refuse to allow any such materials, substances, equipment or objects to be brought onto the City Licensed Facilities and the right to require their immediate removal from the property.

2.02.7 Construction of Improvements. SBBC shall not construct any improvements upon any of City Licensed Facilities during the term of this Agreement without prior written consent of City. Any improvement constructed upon City Licensed Facilities without prior written approval of the City shall be removed or relocated by SBBC within ten (10) days of written demand by City. SBBC is authorized to place items of movable personal property onto the City Licensed Facilities for use therein without prior written approval of City. If SBBC fails to remove items of moveable personal property upon termination of this Agreement, City may remove and store said items and SBBC shall reimburse City for the costs of relocating and storing the items.

2.02.8 Vacation of City Licensed Facilities. Upon vacation of City Licensed Facilities after each use and occupancy, SBBC shall leave said facilities in a condition equal to that at the commencement of that day's usage, ordinary use and wear thereof excepted, and shall remove from the premises all items of movable personal property brought onto the City Licensed Facilities by SBBC.

## 2.03 SBBC Licensed Facilities.

2.03.1 Authorized Use of SBBC Licensed Facilities by City. SBBC owns, operates and maintains various schools and facilities and any improvements thereon (hereinafter referred to as "SBBC Licensed Facilities") throughout the county, including elementary, middle, high and technical schools sites and training facilities located in and around the City of Lauderdale Lakes that may be suitable for use by residents of the City of Lauderdale Lakes and the City may desire to place its programs, special functions, training programs, such as Lauderdale Lakes Police and/or Fire Department's implementing security training geared toward preparation for school related incidents and community meetings at these sites. SBBC agrees to allow City use of SBBC schools and facilities in the City of Lauderdale Lakes, including, but not necessarily limited to those described in **Exhibit "B"**, on such days and at such times as are mutually agreed upon by the Superintendent or designee and the Director, Parks and Human Services or designee.

2.03.2 Procedure to Request Use of SBBC Licensed Facilities. The following procedure shall be followed whenever the City desires to use any SBBC Licensed Facilities:

2.03.2.1 City shall submit a Notice of Facility Use form, attached hereto and incorporated herein by reference as **Exhibit "C"** to the Superintendent or designee for use of SBBC Licensed Facilities a minimum of fifteen (15) calendar days in advance of usage (including training programs by the Lauderdale Lakes Police and/or Fire-Rescue Department). The Notice of Facility Use form must specify the dates, times and facilities to be used by the City or its residents and any other special terms and conditions pertaining to such usage not in conflict with this Agreement. The Notice of Facility Use Form may be revised by mutual agreement of the Superintendent of Schools or designee and the Director, Parks and Human Services or designee without a formal amendment of this Agreement.

2.03.2.2 The Superintendent or designee shall determine if the requested use conflicts or interferes with the regular or extracurricular school program, or with any other prescheduled use of SBBC Licensed Facilities by other parties within eight (8) calendar days of receipt of the request. If there is no conflict in use and human resources are available, the request will be approved and returned to the City. If there is a conflict and the request is not approved, the City may appeal the denial to SBBC's Director, Service Quality or designee. The Director, Service Quality or designee will determine whether to uphold the denial within seven (7) calendar days of filing the initial request, and the decision of the Director, Service Quality or designee upon such appeal shall be final.

2.03.2.3 The use of SBBC Licensed Facilities by the City shall, at all times be in compliance with the applicable local laws of the State of Florida, Federal Laws, and SBBC policies. City shall require its employees, agents, and invitees to follow all SBBC policies.

2.03.3 Maintenance of SBBC Licensed Facilities. SBBC shall provide and maintain the parking lot, parking lot lighting and ingress and egress at all SBBC Licensed Facilities. SBBC shall have the continuing duty to maintain SBBC Licensed Facilities and equipment in a safe condition and to ensure that any unsafe condition or defect in or upon SBBC Licensed Facilities and equipment is remedied and/or repaired within a reasonable time of actual or constructive notice of such condition. If in the course of its maintenance and operation, SBBC becomes aware of any dangerous or unsafe condition in or upon SBBC Licensed Facilities or equipment, SBBC shall immediately correct the dangerous condition or prevent the use of the facilities or equipment by other persons so as not to endanger the life or safety of persons at the facility. If in the course of City's use and occupancy of SBBC Licensed Facilities or equipment, City becomes aware of any dangerous condition in or upon SBBC Licensed Facilities or equipment, City shall, as soon as reasonably possible, notify the principal of SBBC Licensed Facilities being utilized, of such dangerous or unsafe condition and cease City's use of the facilities or equipment which are unsafe until such time as SBBC corrects or remedies the condition. SBBC shall have final determination as to what is deemed "unsafe". If the City does not notify SBBC of such dangerous conditions, and SBBC is not otherwise aware nor should have been aware of same, SBBC shall not be liable to City, its employees, agents or invitees for loss, personal injury or damage. This paragraph shall not create any rights for any third party to sue the City or SBBC, and there shall be no third party beneficiary.

2.03.4 SBBC Access to SBBC Licensed Facilities. SBBC and its officers, agents and employees engaged in the operation, maintenance or repair of SBBC Licensed Facilities reserve the right, at any time, to enter upon and have free access to any and all parts of SBBC Licensed Facilities. SBBC shall have the right to observe all operations of City at SBBC Licensed Facilities in order to ensure that the facilities are not subjected to risk of loss. SBBC reserves the right to preclude or interrupt any act or use of equipment by City within the reasonable judgment of the Superintendent or designee of SBBC Licensed Facilities, if it is necessary in the interest of public safety to protect person or property from exposure to risk of injury, death, damage or loss. SBBC shall have the right to inspect any and all parts of SBBC Licensed Facilities and make or cause to be made necessary repairs thereto, to enforce all necessary and proper rules for the management and operation of the premises and to enforce the license obligations hereunder.

2.03.5 City Property on SBBC Licensed Facilities. SBBC assumes no responsibility whatsoever for any property placed on the premises by City, its agents, employees, representatives, independent contractors or invitees.

2.03.6 Restrictions on Items Brought onto SBBC Licensed Facilities. City agrees not to bring onto SBBC Licensed Facilities, any material, substances, equipment or objects that are likely to endanger the life or to cause bodily injury to any person or damage to SBBC Licensed Facilities or which are likely to constitute a hazard to property thereon. SBBC shall have the right to refuse to allow any such materials, substances, equipment or objects to be brought onto SBBC Licensed Facilities and the right to require their immediate removal from the property.

2.03.7 Construction of Improvements. City shall not construct any improvements upon any of SBBC Licensed Facilities during the term of this Agreement without the prior written consent of SBBC. Any improvement constructed upon SBBC Licensed Facilities without prior written approval of SBBC shall be removed or relocated by City within ten (10) days of written demand by SBBC. City is authorized to place items of personal property onto the licensed facilities for the use thereon by City without prior written approval of SBBC. If City fails to remove items of personal property upon termination of this Agreement, SBBC may remove and store said items and City shall reimburse SBBC for the costs of relocating and storing the items.

2.03.8 Vacation of SBBC Licensed Facilities. Upon vacation of SBBC Licensed Facilities after each use and occupancy, City shall leave SBBC Licensed Facilities in a condition equal to that at the commencement of that day's usage, ordinary use and wear thereof excepted, and shall remove from the premises all items of movable personal property brought onto the SBBC Licensed Facilities by City.

2.03.9 Use of Fixed Kitchen Equipment at SBBC Licensed Facilities. The principal shall require the use of regular food service workers when fixed kitchen equipment on SBBC Licensed Facilities is used for the preparation of food for banquets, etc., and require the organization to pay the cost of the food service worker(s) involved according to the adopted School Food Services salary schedule, including retirement and other fringe benefits. The food service worker shall assist in the preparation serving and clean up.

## 2.04 Additional SBBC Licensed Facilities.

2.04.1 Identification of Additional SBBC Licensed Facilities. The City and SBBC agree to continue to work cooperatively to identify additional school athletic fields and educational facilities available for use by the residents of the City of Lauderdale Lakes that are located outside of the City limits. The use of existing additional athletic facilities outside of the City limits may be covered by a separate agreement between SBBC and another entity, which dictates the terms of its use.

2.04.2 Procedure to Request Use of Additional SBBC Licensed Facilities. The following procedure shall be followed whenever the City desires to use any additional SBBC Licensed Facilities that are located outside of the City limits:

2.04.2.1 The City may submit a Notice of Facility Use form (attached hereto and incorporated herein by reference as **Exhibit “C”**) to the Superintendent of Schools or designee (e.g. school principal) for the use or enjoyment of additional school facilities, outside the City limits, a minimum of thirty (30) calendar days in advance of usage.

2.04.2.2 The Superintendent of Schools or designee shall determine if the requested use conflicts or interferes with any other usage of the proposed additional SBBC Licensed Facility and approve or deny the requested use within fifteen (15) calendar days of receipt of the request. If there is no conflict in use and human resources are available, the request will be approved and returned to the City. If there is a conflict and the request is not approved, the City may appeal the denial to SBBC’s Director, Service Quality or designee. The Director, Service Quality or designee will determine whether to uphold the denial within fifteen (15) calendar days of the initial request, and the decision of the Director, Service Quality or designee upon such appeal shall be final. In the event of a scheduling conflict, priority will be given first to SBBC functions and second to the municipality in which the proposed school is located.

## **2.05 Accessibility to City/SBBC Licensed Facilities and Fees for the Facilities.**

City/SBBC agrees to waive any and all rental and energy fees (excluding during use for summer programs). The City/SBBC will reimburse the other party for any costs that City/SBBC incurs only as a result of the use of City/SBBC Licensed Facilities by the City/SBBC. These reimbursable costs shall be limited to custodial costs to address the operational impact of the event, energy assessment costs only during use for summer programs and personnel costs for providing access to the facility during non-operational hours. No personnel costs will be assessed for providing access to the facility during non-operational hours when an authorized City/SBBC employee and/or employee volunteer provide such access. City/SBBC employee and/or employee volunteers may not remain at City/SBBC Licensed Facilities after providing access to the facility during non-operational hours. In such cases when the City/SBBC is permitted unsupervised use of City/SBBC Licensed Facilities, the City/SBBC will ensure that an agent of the City/SBBC is present during the event to provide appropriate supervision of all activities and that such agent remains on-site until relieved by an authorized City/SBBC employee and/or employee volunteer. The City/SBBC will clean up after every use and will return the Licensed Facilities to its clean, sanitary and free from trash and debris state prior to utilization by the City/SBBC. However if the City/SBBC does not clean up after every use, then custodial costs will apply. If custodial costs apply, the custodial fee will be \$176.00 for a four (4) hour daily minimum, and \$44.00 each additional hour. If additional City/SBBC personnel are needed for City/SBBC event the cost will be \$44.00 per hour. Energy costs will only be assessed for City’s use of SBBC Licensed Facilities for their summer programs with each energy bill charged to the City being reduced by twenty percent (20%). Therefore, the City shall only pay eighty percent (80%) of the total assessed energy bill at twenty-four dollars per hour (\$24.00). The City will be responsible for consumable items costs for the City events with thirty-one (31) or more people attending a function. For 31-100 people expected at a function City will pay \$5.00 per day; for 101-200 people expected at a function \$10.00 per day; and \$5.00 additional per day for each additional 100 people expected, or part thereafter. Fees reflected herein may change due to cost escalation (as cited on the fee schedule in SBBC Policy 1341 as of the effective date of this Agreement and both parties will refer to SBBC Policy 1341 for fee increases) during the term of this Agreement. If such happens the City/SBBC will communicate in writing such fee increases in a timely manner and such fees will become the effective fees and will be charged. City/SBBC will ensure the City/SBBC is provided

with information regarding 24-hour emergency notification and access protocol at the time of the authorization of unsupervised access to City/SBBC Licensed Facilities to ensure the appropriate emergency procedures and agreed upon special terms and conditions are followed. All costs that are the responsibility of the City/SBBC shall be paid within 30 days of receipt of an invoice from City/SBBC. There will be no cost charged to the City by SBBC for training programs conducted by the Lauderdale Lakes Police and/or Fire-Rescue Departments when such training is designed to enhance the City's response to incidents at SBBC's schools and facilities. As cited above, if the City does not clean up after every use and return the Licensed Facilities to its clean, sanitary and free from trash and debris state prior to utilization by the Lauderdale Lakes Police and/or Fire-Rescue Departments, then custodial costs will apply.

2.06 **Additional Services at City/SBBC Licensed Facilities.** The cost for additional services, i.e., security, law enforcement, personnel, etc., for events at City/SBBC Licensed Facilities shall be mutually agreed upon by the parties prior to the scheduled events. Such agreement shall be reduced to writing in the respective Facility Use or Lease Agreement and executed by the parties.

2.07 **Insurance.** Upon execution of this Reciprocal Use Agreement, each party shall submit to the other, copies of its certificate(s) of insurance or self-insurance evidencing the required coverage.

2.08 **Required Insurance Coverages.** Each party acknowledges without waiving its right of sovereign immunity as provided by Section 768.28 Florida Statutes, that each party is self-insured for general liability under Florida Statutes with coverage limits of \$200,000 per person and \$300,000 per occurrence, or such monetary waiver limits that may change and be set forth by the legislature. City further acknowledges to maintain, at its sole discretion, Specific Excess General Liability in the amount of \$1,000,000 combined single limit per occurrence, solely for any liability resulting from entry of a claims-bill pursuant to Section 768.28(5) Florida Statutes, or liability imposed pursuant to Federal Law.

In the event a governmental entity maintains Commercial General Liability, the governmental entity shall maintain a limit of liability not less than \$1,000,000 Each Occurrence / \$2,000,000 General Aggregate. The governmental entity shall procure and maintain at its own expense, and keep in effect during the full term of the Agreement, a policy or policies of insurance or self-insurance under a Risk Management Program in accordance with Section 768.28 Florida Statutes.

2.08.1 Self-insured worker's Compensation Insurance with Florida statutory benefits in accordance with Chapter 440, Florida Statutes, including Employer's Liability limits not less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).

2.08.2 Automobile Liability Insurance: Each party shall maintain Automobile Liability Insurance covering all Owned, Non-Owned and Hired vehicles in an amount of not less than One Million Dollars (\$1,000,000) per occurrence Combined Single Limit for Bodily Injury and Property Damage.

2.08.3 Fire Legal Liability damage to Rented Premises with limits of \$500,000 per occurrence/aggregate as a condition for the reduced limit of insurance. The City is not permitted to utilize stoves, ovens, microwave ovens, hotplates or any devices which have the potential to cause a fire on SBBC Property. SBBC grants permission for the City's vendor to utilize catering warmers during the summer

program. The City's vendor will be required to name "The School Board of Broward County, Florida, its officers, employees and agents" as additional insured with respect to liability on behalf of the vendor. The general liability policy will be primary of all other valid and collectible coverage maintained by the School Board of Broward County, Florida.

2.08.4 Self-insurance and/or insurance requirements shall not relieve or limit the liability of either party, except to the extent provided by Section 768.28 Florida Statute. Both parties reserve the right to require other insurance coverage that both parties deem mutually necessary depending upon the risk of loss and exposure to liability, subject to each party's Commission or Board approval, if necessary.

2.08.5 Violations of the terms of this section and its subparts shall constitute a material breach of the Agreement and the non-breaching party may, at its sole discretion, cancel the Agreement and all rights, title and interest shall thereupon cease and terminate.

2.08.6 Required conditions; self-insurance and/or liability policies must contain the following provisions. In addition, the following wording in section 2.08.6.1 below must be included in the Certificate of Insurance's description of operations:

2.08.6.1 All self-insurance and/or liability policies are primary over all other valid and collectable coverage maintained by The School Board of Broward County, Florida. (Certificate Holder: The School Board of Broward County, 600 Southeast Third Avenue, Fort Lauderdale, Florida 33301).

2.08.7 No activities under this Agreement shall commence until the required proof of self-insurance and/or certificates of insurance have been received and approved by the Risk Managers of each party.

2.09 **Protection of Public Safety**. Each party specifically reserves the right, through its representatives, to eject any person(s) behaving in an objectionable manner from its own facilities or facilities of the other it may be using, and upon the exercise of this authority, each party hereby waives any right and all claims for damages against the other, as a result of the ejection, whether directly or through any of its agents or employees.

2.10 **License not Lease**. This Agreement shall not be deemed to be a lease of any facilities, the use of which is permitted hereunder, but rather a license to use and occupy the respective premises under the terms and conditions stated herein. No leasehold interest in either City Licensed Facilities or SBBC Licensed Facilities is conferred to the using party under the provisions hereof.

2.11 **Notice**. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:



To SBBC: Superintendent of Schools  
The School Board of Broward County, Florida  
600 Southeast Third Avenue  
Fort Lauderdale, Florida 33301

With a Copy to: Director, Facility Planning & Real Estate Department  
School Board of Broward County, Florida  
600 Southeast Third Avenue - 8<sup>th</sup> Floor  
Fort Lauderdale, Florida 33301

To City: City Manager  
4300 NW 36<sup>th</sup> Street  
Lauderdale Lakes, FL 33319

With a Copy to: Director, Parks and Human Services  
City of Lauderdale Lakes  
4331 NW 36<sup>th</sup> Street  
Lauderdale Lakes, FL 33319

With a Copy to: City Attorney  
200 E. Las Olas Blvd.  
Suite 1700  
Fort Lauderdale, FL 33301

2.12 **Background Screening:** City/SBBC agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to city parks and school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of city/school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by City/SBBC in advance of City/SBBC or its personnel providing any services under the conditions described in the previous sentence. City/SBBC shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to City/SBBC and its personnel. The parties agree that the failure of City/SBBC to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling City/SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. To the extent permitted by law, City/SBBC agrees to indemnify and hold harmless City/SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting in City's/SBBC's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes. Nothing herein shall be construed as a waiver by SBBC or City of sovereign immunity or of any rights or limits to liability existing under Section 768.28, Florida Statutes.

2.13 **Indemnification**. Each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any

proceeding brought on account of this Agreement is barred by any applicable statute of limitations. Nothing contained herein is intended nor shall be construed to waive any party's rights, immunities or limits to liability existing under the common law or Section 768.28, Florida Statutes.

### **ARTICLE 3 – GENERAL CONDITIONS**

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3.03 **Independent Contractor.** The parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the City or the City's officers, employees, agents, subcontractors or assignees. No right to City retirement, leave benefits or any other benefits of City employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. City shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for SBBC or SBBC's officers, employees, agents, subcontractors or assignees.

3.04 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed

to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

The City shall have no liability for any property left on City's property by any party to this Agreement after the termination of this Agreement. Any party contracting with City under this Agreement agrees that any of its property placed upon City's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon City's facilities after that time shall be deemed to be abandoned, title to such property shall pass to the City, and City may use or dispose of such property as City deems fit and appropriate.

3.06 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days written notice. This remedy is not 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 now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.07 **Annual Appropriation.** The performance and obligations of SBBC and City under this Agreement shall be contingent upon an annual budgetary appropriation by their respective governing bodies. If funds are not allocated by either governing body for the payment of services or products to be provided under this Agreement, this Agreement may be terminated at the end of the period for which funds have been allocated. The non-allocating party shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to the non-allocating party in the event this provision is exercised, and the non-allocating party shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.08 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

3.09 **Public Records.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. City shall keep and maintain public records required by SBBC to perform the services required under this Agreement. Upon request from SBBC's custodian of public records, City shall provide SBBC with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. City shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if City does not transfer the public records to SBBC. Upon completion of the

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

**IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 754-321-1900, [REQUEL.BELL@BROWARDSCHOOLS.COM](mailto:REQUEL.BELL@BROWARDSCHOOLS.COM), RISK MANAGEMENT DEPARTMENT, PUBLIC RECORDS DIVISION, 600 SE THIRD AVENUE, FORT LAUDERDALE, FL 33301.**

3.10 **Student Records**: Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; FERPA, and any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

3.11 **Compliance with Laws**. Each party shall comply with all applicable federal, state and local laws, SBBC policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.12 **Place of Performance**. All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.13 **Governing Law and Venue**. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.14 **Entirety of Agreement**. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein

and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.15 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.16 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.17 **Incorporation by Reference.** Exhibits “A”, “B” and “C” attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference. In the event of any conflict or inconsistency between this Agreement and the provisions in the incorporated Exhibits, the terms of this Agreement shall supersede and prevail over the terms in the Exhibits.

3.18 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.20 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein express their mutual intent 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.

3.21 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.22 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party’s failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving

such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.23 **Force Majeure**. Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure. In the event any of the licensed facilities, or any part thereof, shall be destroyed by fire or any other cause, or if any other casualty or any unforeseen occurrence shall render the fulfillment of this Agreement by either party impossible, then and thereupon, this Agreement shall be modified to exclude the use of the damaged licensed facility until such time as the owning party, at its discretion, returns the facility to an operable condition.

3.24 **Survival**. All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC and City, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.25 **Contract Administration**. SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.26 **Authority**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have each executed this Agreement for reciprocal use of facilities on the dates indicated below.

[THIS SPACE INTENTIONALLY LEFT BLANK]

**FOR SBBC**

(CORPORATE SEAL)

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

ATTEST:

By: \_\_\_\_\_  
Abby M. Freedman, Chair

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

\_\_\_\_\_  
Robert W. Runcie, Superintendent of Schools

Approved as to form and legal content:

\_\_\_\_\_  
Office of the General Counsel

**FOR CITY**

ATTEST:

THE CITY OF LAUDERDALE LAKES,  
FLORIDA, a municipal corporation of the State of  
Florida

\_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Phil Alleyne, City Manager

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

Endorsed as to Form & Legality for the  
Use and Reliance of the City of Lauderdale Lakes  
Florida, only.

\_\_\_\_\_  
James C. Brady, Esq. City Attorney



**EXHIBIT “A”**

**CITY LICENSED FACILITIES\*\***

\*\*Other City owned facilities within the corporate limits of the City of Lauderdale Lakes may be added by mutual agreement of the Superintendent of Schools (or designee) and the City Manager (or designee) and without formal amendment of this Agreement.

**Vincent Torres Memorial Park**

4331 NW 36<sup>th</sup> Street  
Lauderdale Lakes, FL 33319

**Multi-Purpose Auditorium**

4340 NW 36<sup>th</sup> Street  
Lauderdale Lakes, FL 33319

**Willie Webb Sr. Park**

3601 NW 21<sup>st</sup> Street  
Lauderdale Lakes, FL 33311

**Educational & Cultural Center**

3580 West Oakland Park Boulevard  
2<sup>nd</sup> Floor  
Lauderdale Lakes, FL 33311

**Otis Gray Park**

4800 NW 26<sup>th</sup> Street  
Lauderdale Lakes, FL 33313

**Northgate Park**

3555 W. Oakland Park Boulevard  
Lauderdale Lakes, FL 33311

**Cypress Preserve Park**

2525 NW 49<sup>th</sup> Avenue  
Lauderdale Lakes, FL 33313

**Lauderdale Lakes Swimming Pool**

3077 NW 39<sup>th</sup> Street  
Lauderdale Lakes, FL 33309

## **EXHIBIT “B”**

### **SBBC LICENSED FACILITIES \*\***

\*\* Other SBBC owned facilities within the corporate limits of the City of Lauderdale Lakes, may be added by mutual agreement of the Superintendent of Schools (or designee) and the City Manager (or designee) and without formal amendment of this Agreement.

**Oriole Elementary**

3081 NW 39<sup>th</sup> Street  
Lauderdale Lakes, FL 33309

**Park Lakes Elementary**

3925 N. State Road 7  
Lauderdale Lakes, FL 33319

**Lauderdale Lakes Middle**

3911 NW 30th Avenue  
Lauderdale Lakes, FL 33309

**Boyd H. Anderson High**

3050 NW 41<sup>st</sup> Street  
Lauderdale Lakes, FL 33309

**EXHIBIT "C"**

**NOTICE OF FACILITY USE FORM FOR RECIPROCAL USE AGREEMENT BETWEEN  
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA AND DESIGNATED  
LOCAL GOVERNMENTAL AGENCY**

**Name of Local Government**

Date Filed

Location

Type of Activity

**Facility**

**Date(s) Needed**

**Time(s) Needed**

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

**CHARGES (IF APPLICABLE)**

**Service/Item**

**Fee**

<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

**Total Fee(s) Due**

*NOTE: Please list the Service/Item on additional blank page(s) if you need space for additional information*

**CONTACTS/AUTHORIZED SIGNATURE**

**For School: Principal**

**For Local Government: Parks and Recreation Director or  
Equivalent Position**

Name

Name

Title

Title

Date

Date

Signature:

Signature:

☐

Approve

☐

Disapprove

☐

Approve

☐

Disapprove

**RATIONALE FOR DISAPPROVAL**

**FOR SBBC USE ONLY**

**IF DISAPPROVED APPEAL TO**  
OFFICE OF CHIEF SERVICE QUALITY OFFICER  
1400 NE 6th Street  
Pompano Beach, FL 33060  
Phone: (754) 321-3838; Fax: (754) 321-3885

State Reasons for Appeal

☐ Appeal Approved    ☐ Appeal Disapproved

Authorized Signature: \_\_\_\_\_

Title

Date:

State Rational for Disapproval

**FOR MUNICIPAL USE ONLY**

**IF DISAPPROVED APPEAL TO**  
CITY/TOWN MANAGER

State Reasons for Appeal

☐ Appeal Approved    ☐ Appeal Disapproved

Authorized Signature: \_\_\_\_\_

Title

Date:

State Rational for Disapproval

## CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: Yes

Contract Requirement: Yes

Title
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RESOLUTION 2017-023 AUTHORIZING AN APPLICATION FOR GRANT FUNDING THROUGH THE STATE OF FLORIDA, DIVISION OF EMERGENCY MANAGEMENT FOR THE HURRICANE LOSS MITIGATION PROGRAM ("HLMP") FOR THE 2017/2018 FUNDING YEAR, IN THE AMOUNT OF ONE HUNDRED AND NINETY FOUR THOUSAND AND NO/100 (\$194,000.00) DOLLARS
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Summary
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This resolution acknowledges the public hearing providing an opportunity for members of the public to provide comments regarding the proposed programs for the application for funding from the State of Florida Division of Emergency Management Program Year 2017/2018 Cycle.
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Staff Recommendation
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**Background:**

The City of Lauderdale Lakes substantially completes the CDBG Programs yearly allowing for residents to improve their home through the Minor Home Repair Program. This proposed grant application to the State of Florida Division of Emergency Management will allow for more homes to be hardened and protected from hurricane damage. The Hurricane Loss Mitigation Program grant provides up to \$194,000 to qualified applicants to aid in improving the housing stock within our community. Given that much of the City's housing stock was built in the sixties, it is imperative and vital that when opportunities arrive for the City to assist in helping to improve our homes by applying for grants, that we make every effort to do so.

This program will be administered under the same guidelines as the CDBG program, which the State of Florida uses. Therefore staff recommends approval and support for the proposed grant application to the State of Florida Division of Emergency Management, Hurricane Loss Mitigation Program grant application.

**Funding Source:**

Not applicable

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

**Meeting Date:** 2/28/2017

**ATTACHMENTS:**

Description	Type
<input type="checkbox"/> Resolution 2017-023 - Hurricane Loss Mitigation Program	Resolution

## RESOLUTION 2017-023

A RESOLUTION OF THE CITY OF LAUDERDALE LAKES AUTHORIZING AND DIRECTING THE CITY MANAGER TO TAKE SUCH STEPS AS SHALL BE NECESSARY AND APPROPRIATE TO MAKE AN APPLICATION FOR GRANT FUNDING THROUGH THE STATE OF FLORIDA, DIVISION OF EMERGENCY MANAGEMENT FOR THE HURRICANE LOSS MITIGATION PROGRAM ("HLMP") FOR THE 2017/2018 FUNDING YEAR, IN THE AMOUNT OF ONE HUNDRED AND NINETY FOUR THOUSAND AND NO/100 (\$194,000.00) DOLLARS; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida, Division of Emergency Management has funding available to non-profit entities to perform mitigation retrofit improvements to approved structures, and

WHEREAS, the City has identified the need for this funding within the community, based on the City's housing stock, and

WHEREAS, in order to receive the funds, the City is required to complete an application for funding wherein the City is required to submit a proposal which will qualify and be eligible to be funded through the HLMP Program, and

WHEREAS, City staff has recommended the approval of this resolution, as the funding from the HLMP program will be a significant supplement to the CDBG funding program, and

WHEREAS, the CDBG funding assists about 6 to 7 homes and, by requesting funding from the HLMP program, an additional 12 to 15 homes could benefit from retrofitting improvements including roofs, windows and doors, thus putting the total assistance for the grants program funding year 2017/2018 at 18 to 21 homes,

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

Section 1. ADOPTION OF REPRESENTATIONS: The foregoing whereas paragraphs are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

Section 2. AUTHORIZATION: The City Manager is hereby authorized and directed to take such steps as shall be necessary and appropriate to make an application for grant funding through the State of Florida, Division of Emergency Management for the Hurricane Loss Mitigation Program for the 2017/2018 funding year, in the amount of One Hundred and Ninety-Four Thousand and No/100 (\$194,000.00) Dollars.

Section 3. FUNDING COMMITMENT: The City Commission hereby memorializes its commitment to fund the administration of the program through in-kind contributions, by providing administrative services.

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 28, 2017.

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MAYOR HAZELLE ROGERS

ATTEST:

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SHARON HOUSLIN, CITY CLERK

JCB:jla

Sponsored by: TANYA DAVIS-HERNANDEZ, AICP, Director of Development Services  
and TREASA BROWN STUBBS, Director of Parks and Human Services

**VOTE**

Mayor Hazelle Rogers	_____	(For)	_____	(Against)	_____	(Other)
Vice-Mayor Veronica Edwards Phillips	_____	(For)	_____	(Against)	_____	(Other)
Commissioner Sandra Davey	_____	(For)	_____	(Against)	_____	(Other)
Commissioner Gloria Lewis	_____	(For)	_____	(Against)	_____	(Other)
Commissioner Beverly Williams	_____	(For)	_____	(Against)	_____	(Other)



## CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: Yes

Contract Requirement: Yes

Title
RESOLUTION 2017-024 PROSPECTIVELY APPROVING THE ALLOCATION OF THE 43RD YEAR COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM 2017/2018 FUNDING FROM BROWARD COUNTY AFTER A PUBLIC HEARING;
Summary
This resolution acknowledges the public hearing providing an opportunity for members of the public to provide comments regarding the proposed programs for the 43rd Program Year CDBG Funding Cycle.
Staff Recommendation

### **Background:**

The City of Lauderdale Lakes substantially completed the 40th Year CDBG Programs, including the Minor Home Repair Program, Senior Transportation Program, and the Quality of Life Enhancement Program for the current CDBG Funding Cycle. Broward County has advised that for eligible CDBG Programs for the new CDBG Funding Cycle and the funds will become available at the beginning of Fiscal Year 2017. The City recommends the submission of applications for the 43 rd Year CDBG Funding Cycle for three (3) existing programs to include Minor Home Repair Program, Senior Transportation Program and Quality of Life Enhancement Program. Per Broward County requirements, the CDBG applications must support the objectives of the U.S. Department of Housing and Urban Development (HUD) entitlement programs and must be integral to the goals of the Broward County Consolidated Plan. Proposal applications must fulfill the following HUD National Objectives: 1. Activities benefiting low-and moderate-income persons 2. Activities which aid in the prevention or elimination of slums or blight 3. Activities design to meet community needs having a particular urgency 4. Public Service Program Activities cannot exceed 15% of the total CDBG allocation. The following are the proposed program funding levels and descriptions for your consideration. All the proposed CDBG applications meet the HUD National Objectives.

### **1. Minor Home Repair Program**

This program is designed to provide assistance to low/moderate income residents to undertake home hardening improvement projects. Home hardening includes repair and replacement of roofs, windows, doors, electrical wiring, plumbing systems and major structural elements. Home hardening does not include cosmetic improvements such as floor tile, back splashes, cabinets and painting. The City proposes to assist approximately up to 7 resident homeowners at an average not to exceed \$22,477 per assisted homeowner including delivery costs. The estimated funding amount is \$182,244. This program will be managed by the Development Services Department.

### **2. Senior Transportation Program**

This program provides low/moderate income senior residents with an affordable and comprehensive means of transportation. This program provides portal-to-portal transportation for low/moderate income senior residents of the City of Lauderdale Lakes. The bus will be operated by a private contractor. The estimated funding amount is \$48,649. This program will be managed by Parks and Human Services Department.

### **3. Quality of Life Enhancement Program**

This program is designed for low/moderate income seniors 60 or more years of age. The program is titled Life Long Learning for Seniors. The Life Long Learning for Seniors component is designed to help senior residents of the City maintain an optimum quality of life, while supporting their dignity, self-sufficiency, health and safety. The program provides for programs offered Monday through Friday. The estimated funding is \$15,000. This program will be managed by the Department of Parks and Human Services.

### **Funding Source:**

Not Applicable

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

**Meeting Date:** 2/28/2017

**ATTACHMENTS:**

Description	Type
☐ Resolution 2017-024 - 43rd Year CDBG Program	Resolution
☐ Exhibit A - 43rd Year CDBG Grant Project Summary	Backup Material

## RESOLUTION 2017-024

A RESOLUTION PROSPECTIVELY APPROVING THE ALLOCATION OF THE 43RD YEAR COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM 2017/2018 FUNDING FROM BROWARD COUNTY AFTER A PUBLIC HEARING; AUTHORIZING THE CITY MANAGER TO SUBMIT AN APPLICATION TO BROWARD COUNTY REFLECTING THE ALLOCATIONS AS SHOWN ON EXHIBIT "A" ATTACHED HERETO, INCLUDING MINOR HOME REPAIR, SENIOR TRANSPORTATION AND QUALITY OF LIFE ENHANCEMENT PROGRAMS; AUTHORIZING THE CITY MANAGER TO EXECUTE ALL NECESSARY FUNDING AGREEMENTS RELATED TO THE COMMUNITY DEVELOPMENT BLOCK GRANT 2017/2018 FUNDING PROGRAM; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Broward County's 43<sup>rd</sup> Year Community Development Block Grant 2017/2018 ("CDBG") Program, the City of Lauderdale Lakes is scheduled to receive an estimated Two Hundred Forty-Five Thousand Eight Hundred Ninety-Three and No/100 (\$245,893.00) Dollars in CDBG funds, and

WHEREAS, in order to receive the funds, the City is required to complete an application for funding wherein the City is to propose programs which will be eligible for funding through the CDBG Program, and

WHEREAS, the City Commission has determined a schedule of programs for funding under the CDBG Program, as allocated and as shown on Exhibit "A" attached hereto, an

WHEREAS, the City Commission has held and will hold public hearings to obtain public input on the various programs eligible for participation in the CDBG Program 2017/2018, and

WHEREAS, the City wishes to facilitate the making of an application for such funding based upon the public input, and

WHEREAS, in an effort to expedite the process, the City Commission is authorizing the City Manager to make the appropriate applications and to execute the funding agreements which will be provided by Broward County for each program finally approved for funding,

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

Section 1. ADOPTION OF REPRESENTATIONS: The foregoing whereas paragraphs are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

Section 2. AUTHORIZATION: The City Manager is hereby authorized to recommend and submit an application(s), reflecting the allocations as reflected on Exhibit "A" attached hereto, for eligibility under the 43<sup>rd</sup> Year Community Development Block Grant 2017/2018 Funding Program from Broward County, in connection with the public hearing held one February 28, 2017.

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

ADOPTED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE  
LAKES AT ITS REGULAR MEETING HELD FEBRUARY 28, 2017.

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MAYOR HAZELLE ROGERS

ATTEST:

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SHARON HOUSLIN, CITY CLERK

JCB:jla

Sponsored by: TANYA DAVIS-HERNANDEZ, AICP, Director of Development Services  
and TREASA BROWN-STUBBS, Director of Parks and Human Services

**VOTE:**

Mayor Hazelle Rogers	_____	(For)	_____	(Against)	_____	(Other)
Vice-Mayor Veronica Edwards Phillips	_____	(For)	_____	(Against)	_____	(Other)
Commissioner Sandra Davey	_____	(For)	_____	(Against)	_____	(Other)
Commissioner Gloria Lewis	_____	(For)	_____	(Against)	_____	(Other)
Commissioner Beverly Williams	_____	(For)	_____	(Against)	_____	(Other)

**EXHIBIT "A"****PROJECT DESCRIPTION****Project Name: Minor Home Repair Program****Project Description:**

CDBG Funds in the amount of \$182,244 provided by COUNTY under the Agreement shall be used by CITY to provide minor home repair improvements to a minimum of seven (7) income eligible homeowners as provided herein. CDBG Funds shall be used to provide up to \$22,477 per household, in order to repair conditions that pose a threat to the health, safety, or welfare of the household occupants. For purposes of the Agreement, "income eligible homeowners" shall mean households whose total annual income is at or below eighty percent (80%) of the area median income (AMI) for Broward County. The CDBG Funds shall be used by CITY to primarily address roof, windows, and door replacement, and secondarily, all other safety and health-related code issues.

CITY shall use CDBG Funds for direct service delivery costs associated with the Project. Direct service delivery costs shall consist of the procurement of an outside consultant(s), who will be responsible for tasks associated with the Project. The contractual services will be provided on an as-needed basis, at an estimated cost of \$3,200 per home, for a total amount of \$22,400.

CITY shall use CDBG Funds in the amount of \$2,500 to pay for other eligible program expenses associated with the Project.

CITY's Program Design is attached hereto as Attachment 1 to Exhibit "A," solely for the purpose of providing a more comprehensive description of the overall program; however, CITY's responsibilities and obligations for the Project shall be those described specifically in this Exhibit "A." In the event of any conflict between the terms of Attachment 1 to Exhibit "A" and Exhibit "A," the terms of Exhibit "A" shall control.

**CDBG HUD National Objective: 24 CFR Part 570.208(a)(3), Housing Activities (Low/Mod)**

**ATTACHMENT 1 to EXHIBIT "A"**  
**PROGRAM DESIGN**

**MINOR HOME REPAIR PROGRAM**

**Program Summary:**

The City of Lauderdale Lakes Minor Home Repair Program is designed to provide assistance to eligible low-to-low/moderate income residents, eighty percent (80%) or below the median income, that are experiencing conditions in the home that pose a threat to the safety, health, and welfare of the household occupants. The City proposes to primarily address roof replacement, window replacement, and door replacement; and secondarily all other safety and health-related code issues. The total cost allocated for the Minor Home Repair Program is \$182,244. Through the use of funds provided under this award, the City of Lauderdale Lakes proposes to assist approximately seven (7) Homeowners with up to \$22,477 per home in eligible home repairs, including delivery costs and home inspections.

The objective under this proposed use of funds is to address and eradicate conditions in and around the home that pose a threat to the health, safety, and welfare of the household occupants. Areas of historical concern include leaky roofs, non-compliance (broken, unstable, single-pane, un-shuttered) windows and dilapidated exterior doors. Secondarily, all other safety and health related code issues may be addressed through the identification of elements that contribute to an unsafe and unhealthy environment for low to low/moderate income residents who could not otherwise afford to undertake the necessary home repair. Repayment is not a requirement provided that the assisted Homeowner maintains the home as his or her primary residence for a minimum of ten (10) years. The Homeowner(s) will be required to execute a second mortgage agreement and promissory note with the City of Lauderdale Lakes, wherein the City of Lauderdale Lakes can recapture funds expended in the event of default. During the ten-year residency requirement and each year the Homeowner remains in the home, 10% of the financial assistance provided is forgiven. After ten (10) year residency requirement, the Homeowner will be released from repayment requirements.

A general overview of the program services involves the following:

- Conducting an application workshop
- Reviewing and processing applications for approval according to U.S. Housing and Urban Development (HUD) Income Guidelines
- Completing a home inspection to identify eligible program work in the write-up specifications for inclusion in a Request for Bid
- Issuing work write-up specifications to Contractors
- Reviewing and ranking bid proposals received from Contractors
- Preparing Contractor's Agreement and second Mortgage/Promissory Note
- Scheduling meetings for execution of contract with Contractor and Homeowner
- Issuing Notice to Proceed and filing the Lien with Broward County Records
- Inspecting work while in progress
- Inspecting work for approval and subsequent payment
- Conducting the final walk-through inspection
- Processing payment for reimbursement.

**ATTACHMENT 1 to EXHIBIT "A"**  
**(Continued)**

Upon completion of the Project, the Homeowner will assume full responsibility for the maintenance of the property improvements.

**Program Delivery:**

The City of Lauderdale Lakes Development Services Department will oversee the Minor Home Repair Program, under the direction of the Director of Development Services or designee, in accordance with guidelines adopted by the City Commission and consistent with County policies and HUD regulations. Through a competitive bidding process, the City of Lauderdale Lakes will select a Service Provider that will be responsible for implementing the Minor Home Repair Program. As part of the home improvement process, a Contractor will be selected to perform the required work outlined in the write-up specifications. The responsibilities of each entity will include, but are not limited to, the following:

1. City of Lauderdale Lakes
  - a. Releasing a Request for Proposal to identify and select a Service Provider that will be responsible for implementing the Minor Home Repair Program
  - b. Preparing public notices and announcements regarding the Minor Home Repair Program Application Workshop
  - c. Monitoring the program on a frequent basis to identify and resolve any issues
  - d. Reviewing bids with Service Provider to approve award to qualified Contractors
  - e. Facilitating the execution of documents associated with recording the loan documents
  - f. Monitoring the Minor Home Repair Program expenditures
  - g. Preparing and submitting reimbursement requests.
2. Approved Service Provider
  - a. Conducting an Application Workshop
  - b. Developing, reviewing, and processing applications for approval according to County policies and HUD Guidelines (Income Certification, etc.)
  - c. Conducting a home inspection to identify eligible write-up specifications for inclusion in the Request for Bid
  - d. Issuing work write-up specifications to Contractors, conduct pre-bid and pre-construction meetings
  - e. Reviewing bid proposals received from Contractors
  - f. Preparing Contractor's Agreement and Second Mortgage/Promissory Note
  - g. Scheduling meetings for execution of Contract with Contractor, Homeowner, and City Representative
  - h. Issuing Notice to Proceed and providing information to file the lien with the Broward County Records Division
  - i. Inspecting work while in progress; Overseeing the construction process from permitting to final inspection



**ATTACHMENT 1 to EXHIBIT "A"**  
**(Continued)**

- j. Inspecting work for approval and subsequent payment
  - k. Conducting final walk-through inspection
  - l. Preparing City's closing documents
  - m. Providing the Monthly Progress Report program activities and program status
  - n. Ensuring current status of program for compliance with Broward County policies and HUD guidelines
  - o. Completing all reports required by Broward County and HUD
  - p. Providing all documentation needed by the City of Lauderdale Lakes to submit reimbursement to Broward County.
3. Approved Contractor
- a. Preparing and submitting quotes based on write-up specifications
  - b. Performing all approved work in accordance with the fully executed Agreement between the City of Lauderdale Lakes, Homeowner, and Contractor
  - c. Meeting all of the required Building Services Division and Florida Building Code regulations; pulling all applicable permits from the City of Lauderdale Lakes' Building Services Division.

**Program Implementation:**

Activity 1 (Program Marketing)

The City of Lauderdale Lakes will inform the public about the Minor Home Repair Program Application Workshop. Such outreach efforts will include flyers, City's website, public meeting boards, City activities, and other outlets to reach potential applicants. An announcement will be prepared by the City of Lauderdale Lakes and distributed no less than one week before the Application Workshop. The day and time will be determined by the City of Lauderdale Lakes. The Application Workshop will be held in the City of Lauderdale Lakes. The Service Provider will prepare applications in accordance with HUD Guidelines. The Service Provider will develop, gather, and distribute all documents that must be submitted by potential applicants for program eligibility. Such documents will be prepared prior to the Application Workshop.

Activity 2 (Application Workshop)

The Service Provider will conduct the Application Workshop to discuss all aspects of the Minor Home Repair Program along with the prospective applicants' obligation. The Service Provider will also respond to inquiries regarding the Minor Home Repair Program process. Information regarding the eligibility requirements and deadline for submission will be presented by the Service Provider. Applications will be disseminated by the Service Provider at the Application Workshop, along with a checklist of applicable documents. The list will include, but not be limited to, the following items:

**ATTACHMENT 1 to EXHIBIT "A"**  
**(Continued)**

- Recent pay stubs for income verification
- Bank statements
- Tax returns
- Statement of household size (number of people in household)
- Warranty Deed
- Current mortgage statement
- Broward County Notice of Ad Valorem Taxes
- Award or benefit letter prepared and signed (i.e., Social Security, Disability, Pension)
- Proof of Homeowner's Insurance (Flood insurance, if applicable)
- Third Party Verification on all income and assets.

The participants of the Application Workshop will be instructed to submit a completed Minor Home Repair Application, along with the applicable supporting documentation, to the Service Provider by the designated deadline. After the Application Workshop is conducted, questions and comments pertaining to the Minor Home Repair Program application process will be forwarded to the Service Provider to respond in a timely manner. Any other related inquiries can be forwarded to the Director of Public Works and Development Services or designee for a timely response.

**Activity 3      Income Certification and Program Eligibility**

The Service Provider will maintain a spreadsheet, including the name, contact information, and status of all individuals that submit an application regardless of eligibility. This information shall be maintained and made available to the City of Lauderdale Lakes on a monthly basis or more frequently upon request by the City of Lauderdale Lakes. The Service Provider will maintain all files and related Minor Home Repair Program documents in an orderly manner for inspection, at any time, by the City of Lauderdale Lakes.

The Service Provider will be responsible for facilitating the Income Certification and Minor Home Repair Program eligibility process. This involves the collection of completed applications and supporting documentation. Upon review, written notification will be sent by the Service Provider to the applicant providing for an "eligible," "incomplete," or "not-eligible" status. A brief explanation may be provided via a notice to cure if the application is incomplete or not approved.

The Service Provider will review the applications and supporting documentation to determine if 1) the home is occupied by an income eligible owner 2) the owner has not received prior minor home repair or DRI program assistance within the past five (5) years 3) the first mortgage payments are current 4) there is no outstanding second mortgage payment or equity line of credit on the property 5) there is no outstanding property tax payment 6) Homeowner's insurance and Flood Insurance, if required, are current, and 7) the Household Income is not above the 80% annual median income (AMI) maximum Household Income established by HUD. Eligible Homeowners will be selected on a first come, first qualified basis.

**ATTACHMENT 1 to EXHIBIT "A"**  
**(Continued)**

Activity 4      (Approval Notification)

The Service Provider will coordinate a convenient day and time to visit the applicant's home to complete the required work write-up specifications and photograph conditions. The Service Provider will write the Lead-Based Paint Test up as one of the bid specifications.

Activity 5      (Bid Preparation)

The specifications and cost estimate will be prepared by the Service Provider, along with the Request for Bids reflective of all items in the home that are eligible under the program to include Lead Based Paint testing. The scope of work will be transferred onto the Request for Bid form. An invitation to bid will be emailed to the approved Contractors (Broward County's or City's approved contractor/vendor list) for participation in the City's Minor Home Repair Program.

The Service Provider will coordinate a Pre-Bid Meeting whereby the Contractors will visit the applicant's home on a specified day and time. The Service Provider will identify and address questions from the participating Contractors and issue addendums, if necessary, once reviewed and approved by the City of Lauderdale Lakes. The participating Contractors will be given a designated amount of time to provide their Bids to the Service Provider. The City of Lauderdale Lakes may opt to participate in the Bid Opening. Otherwise, the Bids will be opened, reviewed, and tabulated by the Service Provider. Thereafter, a recommendation will be provided to the City of Lauderdale Lakes. The City may opt to select another Contractor in accordance with its existing procurement policies.

Activity 6      (Contractor Selection)

The Service Provider will utilize a licensed and insured Contractor that is approved by the City of Lauderdale Lakes. For each project, the Service Provider will recommend the most responsive and responsible Bidder in the form of competitive bidding process. The Service Provider will notify the approved Contractor about the award and present details related to the work that will be performed in accordance with the work specifications. Upon approval, and on a case by case basis, the City of Lauderdale Lakes will have the option of utilizing any unspent funds to perform other eligible Minor Home Repair program expenditures.

Activity 7      (Preparation and Execution of Program Documents)

After the specific scope of work has been agreed upon, the following documents will be prepared by the Service Provider for execution between the Homeowner, Contractor, and the City of Lauderdale Lakes:

- a.      Labor and Material Contract
- b.      Home Loan Agreement/Mortgage

**ATTACHMENT 1 to EXHIBIT "A"**  
**(Continued)**

- c. Promissory Note
- d. Notice of Commencement
- e. Authorization to Record
- f. Recording Fees (paid by the City of Lauderdale Lakes)
- g. Notice to Proceed

The final amount granted for minor home repair assistance will be indicated on the recapture agreement that is recorded in the Official Records for Broward County, Florida. As part of the Agreement, the City of Lauderdale Lakes will not require repayment provided that the assisted Homeowner(s) maintains the home as his or her primary residence for a minimum of five (5) years. The Homeowner will be required to execute a Second Mortgage Agreement and Promissory Note with the City of Lauderdale Lakes, wherein the City of Lauderdale Lakes can recapture funds expended in the event of default.

The City of Lauderdale Lakes will commit to providing a Notary, a room wherein applicants can execute the applicable documents, and copying the executed documents. The Service Provider will document and place all copies in the applicant's file and submit them to the City of Lauderdale Lakes. The Mortgage and Promissory Note will be recorded through Broward County. The Service Provider will issue a "Notice to Proceed" to the Contractor to commence the work.

**Activity 8 (Inspections)**

The Service Provider will oversee the completion of each minor home repair project within the specified timeframe. This includes verifying that the Contractors have pulled the appropriate permits, conducting site visits to monitor the Contractor's performance, ensuring that the Lead-Based Paint Test is satisfactory and presenting any related home repair issues that are discovered. During this time, the Service Provider will provide a punch list of any items that should be addressed before the final inspection.

The Service Provider will take "Before" photographs of the proposed home repair and place them in the applicant's file. After the Contractor has initiated work at the home of the applicant, inspections will be pre-scheduled throughout the repair process to ensure compliance with the Labor and Material Contract and compliance with applicable permits.

After the work has been completed, inspected, and approved by the City of Lauderdale Lakes Building Division, the final inspection will be performed for Labor and Material Contract compliance. During this inspection, the Service Provider will take photographs of the final work, and the applicant Homeowner will sign the "Work Satisfaction Agreement." Upon completion, the Service Provider will submit the applicant's complete file (inclusive of photographs, invoices, copies of warranties, and copies of approved permits) to the City of Lauderdale Lakes. The Service Provider will inform the City of Lauderdale Lakes if there are any other issues related to the applicant's file that requires immediate attention. The City of Lauderdale Lakes will, in turn, submit a request for reimbursement to Broward County.

**ATTACHMENT 1 to EXHIBIT "A"**  
**(Continued)**

Activity 9      (Monthly Program Reporting)

The Service Provider will prepare and submit the Monthly Progress Reports required by Broward County in a timely manner. In addition, the Service Provider will provide written and verbal reports to the City Commission, Broward County, and/or other funding agencies. When requested, the Service Provider will also attend all Minor Home Repair program-related meetings facilitated by the City of Lauderdale Lakes and/or other funding agencies. The Service Provider will respond to any program-related inquiries particularly as it relates to applicant files developed and/or compiled by the Service Provider.

Activity 10      (Term and Recapture)

During the ten-year residency requirement and each year the Homeowner remains in the home, 10% of the financial assistance provided is forgiven. After ten (10) years of uninterrupted stay, the Homeowner will be released from repayment requirements. Full repayment will be due during the deferred period if the home is sold, there is an assignment, there is a transfer of title (excluding transfer to income-eligible heirs that stay in the home for the remainder of the required residency years), or refinance (excluding purposes of lowering the interest only; no cash out).

The City of Lauderdale Lakes will manage the following:

- a.      The provision of loan payoff amounts to Lenders and/or Title Companies
- b.      Subordination procedures and requirements to lenders or Title Companies
- c.      Preparation of Satisfaction of Mortgages for execution by the City of Lauderdale Lakes.

(Remainder of Page Intentionally Left Blank)

## EXHIBIT "B"

**BUDGET TABLE/COSTS FOR PROJECT**

Each cost category below reflects the proposed amount necessary to complete the Project by funding source(s).

<b>Funding Sources</b>					
<b>Cost Category</b>		<b>(1) CDBG</b>	<b>(2) Non-CDBG</b>	<b>(3)</b>	<b>Total</b>
<b>A.</b>	Personnel				
<b>B.</b>	Fringe Benefits				
<b>C.</b>	Travel				
<b>D.</b>	Equipment				
<b>E.</b>	Supplies				
<b>F.</b>	Contractual Services	\$ 22,400			\$ 22,400
<b>G.</b>	Construction	\$157,344			\$157,344
<b>H.</b>	Other	\$ 2, 500			\$ 2,500
<b>I.</b>	Total	\$182,244			\$182,244

## EXHIBIT "B"

**BUDGET TABLE/COSTS FOR PROJECT**  
(Continued)**BUDGET NARRATIVE**

The Budget Narrative statements below provide a detailed justification for each cost category shown in the budget table for both CDBG Funds and Non-CDBG funding sources utilized in financing the Project.

**CDBG Funds:        \$182,244**

F.    Contractual services - \$22,400

Direct service delivery costs associated with the Project. CITY shall procure an outside consultant(s), who will be responsible for tasks associated with the Project. The contractual services will be provided on an as-needed basis. The estimated cost of the services is \$22,400 (7 homes @ \$3,200 per home).

G.    Construction - \$157,344

CITY shall use CDBG Funds to provide assistance to approximately seven (7) income eligible homeowners of up to \$22,477 each for eligible home repairs. The total amount of CDBG Funds for construction activities under the Agreement is \$157,344.

H.    Other - CDBG Project Eligible Expenses - \$2,500

CITY shall use CDBG Funds in the amount of \$2,500 to pay for other eligible expenses associated with the Project. Eligible expenses shall include, but are not limited to, specialty types of inspections (e.g. lead based paint) and direct service delivery costs, as determined by CITY's CDBG Program Administrator. CDBG Funds in this category may also be reallocated to the construction category to complete eligible home repairs under the Agreement.

**Non-CDBG Funds:        \$ 0**

**EXHIBIT "B"****BUDGET TABLE/COSTS FOR PROJECT**  
**(Continued)****Allowable Cost for U.S. HUD Share of Budget**

Federal cost principles for grants and contracts with state and local governments are set forth in 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. This document is an extensive and somewhat complicated series of principles governing the allowability of various types of costs under federal grants and contracts. General information concerning the cost principles is summarized below. The following types of costs are specifically unallowable:

- (A) Advertising costs other than those associated with recruitment of personnel and the solicitation of bids for goods and services.
- (B) Bad debts.
- (C) Contingencies.
- (D) Contribution and donations.
- (E) Entertainment.
- (F) Fines and penalties.
- (G) Interest.
- (H) Losses on other grants or contracts.

Most other categories of cost are generally allowable under the cost principles provided the costs are allowable and reasonable. General comments on individual cost elements are listed below:

**Salary** costs are generally allowable provided they are based on actual current salaries adjusted for any anticipated cost-of-living or merit increases during the grant period. Salary costs for unidentified new employees must be consistent with the CITY's overall employee compensation structure. CITY's compensation policy should not change as a result of obtaining a federal grant.

**Fringe Benefit** costs such as pay for vacations, holidays, sick leave, employee insurance, and unemployment benefits are allowable to the extent required by law or established organizational policy.



**EXHIBIT "B"****BUDGET TABLE/COSTS FOR PROJECT**  
**(Continued)**

**Travel** costs consistent with established organizational policy are generally allowable. The difference between first class and coach air fare is specifically unallowable. In the absence of established organizational travel policy, it is a good practice to adopt policies consistent with the federal travel regulations.

**Equipment** costs should be based on the least cost method of acquisition (rent, purchase, lease with option to buy) over the grant period as demonstrated by competitive bidding. Equipment costs are only allowable to the extent the equipment is directly necessary to accomplish the grant. The cost of equipment not fully utilized under the grant must be allocated to other organization costs to assure a fair share distribution. Whenever practical, used equipment should be considered in meeting equipment needs.

**Material** cost directly associated with the Project is allowable. Prices must generally be justified through competitive bids except for nominal purchases.

**Subcontracts** must be awarded on a competitive basis except in extraordinary circumstances. The same principles applicable to individual cost principles for grantees are generally applicable to cost-reimbursement type subcontracts under grants.

**Consultant** agreements should include a certification by the consultant that the consultant rate is equal to or less than the lowest rate the consultant accepts for comparable work. Additionally, Congress prohibits the salary component of consultant fees under HUD grants from exceeding the applicable approved rate schedule.

**Construction** costs include construction of new buildings, structures, or other real property as well as alteration or repair of existing structures. Construction costs should be supported by detailed cost estimates and competitive bidding. Consult with the Housing Finance and Community Redevelopment Division Compliance Officer on applicability of the Davis-Bacon Wage determination to the Project.

**Other** costs include all types of direct costs not specified above. Normally, such costs include space, telephone, utilities, printing, and other basic operating expenses.

**Leverage** is that which the municipality or non-profit organization brings to the Project. It may be in the form of services or contributed operating expenses (in-kind contributions) or cash support from the organization itself or from other sources.

**EXHIBIT "C"****PROJECT SCHEDULE/TIMELINE**

The table below lists the main work tasks required to complete Project objectives before the term of the Agreement expires.

<b>Work Task</b>	<b>Start-Up Date</b>	<b>Date of Completion</b>
Application Workshop	10/1/17	12/31/17
Application Review and Income Certification	12/01/17	02/28/18
Send out Invitations to Bid; and Client's House Bid Walk-Through	02/29/18	04/18/18
Select Contractor, assign Jobs, and prepare Loan Documents	04/25/18	05/25/18
Construction and Job Inspections	05/30/18	07/29/18
Project Completion	08/01/18	09/30/18

## EXHIBIT "D"

**MONTHLY PROGRESS REPORT**

Reporting Period: \_\_\_\_\_

Date Report Prepared: \_\_\_\_\_

**A. Project Information:**

Agency Name		
Person Preparing the Report		
Job Title		
Signature		
Project Name		
Project Start-Up Date		
Project Completion Date		
Amended Completion Date (if applicable)		

**B.1 Project Cost**

		<b>Funds Expended to Date</b>	<b>Percentage</b>
<b>Total Project</b>	\$	\$	%
<b>CDBG Funds</b>	\$	\$	%
<b>Other Funding (specify source below)</b>	\$	\$	%

**B.2 Declaration of Agency Budget Changes**

Program Income: \_\_\_\_\_

Source of Program Income: \_\_\_\_\_

**EXHIBIT "D"****MONTHLY PROGRESS REPORT**  
**(Continued)****B.3 Other Grant Awards**

Date(s): \_\_\_\_\_ Dollar Amount(s): \_\_\_\_\_

Funding Source(s): \_\_\_\_\_

Funding Contract Person(s): \_\_\_\_\_

**B.4 Describe attempts to secure additional funding:****B.5 Percent of Project completed to date: \_\_\_\_\_ %****B.6 Anticipated Changes in Staffing:**

1. Office Hours: \_\_\_\_\_

3. Resignations: \_\_\_\_\_

4. Part-time or Full-time Employee(s):  
\_\_\_\_\_**C.1 Brief Project Description and Project Location (if applicable, include homeowner's name and address, general scope of work performed, and associated expenses):****C. 2. Describe specific work tasks and status completed this month:**

Work Tasks	Status (i.e., underway, completed)

**EXHIBIT "D"**

**MONTHLY PROGRESS REPORT**  
**(Continued)**

- C.3. Describe success or problems encountered with the Project:**
- C.4. Anticipated problems or concerns with the Project.** Please identify technical assistance needed and/or requested from Housing Finance and Community Redevelopment Division staff.
- C.5. Anticipated advertisements and/or other contractual services.** If so, has the Housing Finance and Community Redevelopment Division staff been advised and appropriate steps taken to assure compliance?
- C.6. If applicable, please complete the information on the following Direct Benefit Form for all program participants.**

**EXHIBIT "D"****MONTHLY PROGRESS REPORT**  
**(C.6 - Continued)****Direct Benefit Form**

Indicate persons or households. Only unduplicated counts should be given.

Total number  
served  
this monthTotal number  
served  
year to date***Ethnicity***

Hispanic

Non-Hispanic

**1. Total*****Racial Data******# Hispanic***

- 11. White
- 12. Black/African American
- 13. Asian
- 14. American Indian/Alaskan Native
- 15. Native Hawaiian or other Pacific Islander
- 16. American Indian/Alaskan Native and White
- 17. Asian and White
- 18. Black/African American and White
- 19. American Indian/Alaskan Native and Black/African American
- 20. Other Multi-Racial

**2. Total*****Income Data***

Extremely Low Income ≤30% of area median  
 Low Income ≤50% of area median  
 Moderate Income ≤80% of area median  
 Non-Low Moderate Income

*\*income levels must equal persons benefiting***3. Total*****Other Demographic Data***

Households  
 Persons  
 Homeless  
 Female Head of Household  
 Disabled Persons Assisted  
 Elderly Persons Assisted  
 Census Tract served

## EXHIBIT "D"

**MONTHLY PROGRESS REPORT**  
**(C.6 - Continued)**

**Direct Benefit Form****Applicable if implementing one of the following activities:****Housing and Economic Development Data**

	Total number this quarter	Total number year to date
<b><i>Rehab: Of the total owner units</i></b>		
Occupied by elderly		
Units moved from sub-standard to standard (HQS or local code)		
Units qualified as Energy Star		
Units made accessible		
Units brought into compliance with lead safety rules (24 CFR Part 35)		

**1. Total*****1st Time Homebuyers: of total households***

Number received housing counseling  
 Number down payment assistance/closing costs

**2. Total*****Assistance to Businesses***

Number of *new* businesses assisted  
 Number of *existing* businesses assisted

Number of existing businesses *expanding*  
 Number of existing businesses *relocating*

Number of businesses assisted with commercial facade treatment/  
 business building rehabilitation

Number of businesses assisted that provide goods or services to  
 meet the needs of a service area, neighborhood, or community

Women-owned business

**3. Total*****Name of Each Business Assisted*****DUNS #**

N/A

\*DUNS number required for each business

## EXHIBIT "D"

**MONTHLY PROGRESS REPORT**

(Continued)

**D. Program Objectives**

<b>* Work Tasks</b>	<b>Projected Yearly Total / Performance</b>	<b>Monthly Progress</b>	<b>Progress Yr.-To-Date</b>	<b>Supporting Documentation</b>
Application Workshop	1			Files, log, and advertisements
Application Review and Income Certification	7			Client files, income certifications, and signed eligibility
Send out Invitations to Bid; Client's House Bid Walk-Through	7			Invitation to Bid, emails/documentation, and pre-bid meeting sign in sheets/log
Select Contractor, assign Jobs, and prepare loan documents	7			Bid tabulations, award notifications, contracts between homeowner and contractor, and the Mortgage and other loan documents
Construction and Job Inspections	21			Inspection reports and permits
Project Completion	1			Invoices, reports, and Certificates of Occupancy

**\* Work Tasks as listed in Exhibit "C" (Project Schedule/Timeline) of the Agreement.**



## EXHIBIT "E"

**REQUEST FOR PAYMENT**

Community Development Block Grant Program

43<sup>rd</sup> Year Funding

Contract Period: \_\_\_\_\_ to \_\_\_\_\_

<b>1. Project Name:</b>			
<b>2. Organization:</b>		<b>Telephone Number:</b>	
<b>3. Billing Number:</b>			
<b>4. Billing Period Covered:</b>			
<b>5. % of Total Contract, Expended through this Billing:</b>			
<b>6. Cost Categories</b>	<b>Total Expenditures Up to Last Billing</b>	<b>Expenditures This Billing</b>	<b>Total Expenditures To Date</b>
<b>A. Project Costs</b>			
Salary and Fringes			
Contractual			
Construction			
Other Project Costs			
<b>Total Expenditures</b>			
<b>Funds Obligated: (By Funding Agreement)</b>			
<b>Balance</b>			
<b>B. In-kind</b>			

## EXHIBIT "E"

**REQUEST FOR PAYMENT**  
**(Continued)**

<b>7. Detail of Request for Payment (Attach copies of Invoices, Other Applicable Documentation)</b>			
<b>Vendor Name</b>	<b>Invoice # (If Applicable)</b>	<b>Description of Service</b>	<b>Amount</b>

**Total Request for Reimbursement \$ \_\_\_\_\_****8. Certification:**

I certify that items 1 - 7 of this billing are correct and just and are based upon obligation(s) of record for the Project; that the work and services are in accordance with the Broward County approved Agreement, including any amendments thereto; and that the progress of the work and services under the Agreement are satisfactory and are consistent with the amount billed.

\_\_\_\_\_  
Signature and Title of Authorized Official  
Form 608.700 Revised 06/04

\_\_\_\_\_  
Date

## CITY OF LAUDERDALE LAKES

### Agenda Cover Page

Fiscal Impact: No

Contract Requirement: No

Title
-------

RESOLUTION 2017-025 RATIFYING THE CITY MANAGER'S FILING OF THE CITY'S FISCAL YEAR 2017, PERIOD 3 (DECEMBER), FINANCIAL ACTIVITY REPORT AS PREPARED BY THE DEPARTMENT OF FINANCIAL SERVICES
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Summary
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This resolution serves to ratify the filing and presentation of the City's Fiscal Year 2017 December (Period 3) - Financial Activity Report provided by the Financial Services Department.
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Staff Recommendation
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**Background:**

The intended purpose of this agenda item is to provide for the Financial Reporting as required per City 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. These reports should be issued within thirty (30) days after the close of each month.

Staff recommends the City Commission accept the filing of the City Fiscal Year 2017 December (Period 3)- Financial Activity Report.

**Funding Source:**

Not applicable.

**Sponsor Name/Department:** Susan Gooding-Liburd, MBA, CPA, CGFO, Director of Financial Services

**Meeting Date:** 2/28/2017

**ATTACHMENTS:**

Description	Type
❑ Resolution 2017-025 - FY 2017 Financial Activity Report - December	Backup Material
❑ December 2016 - Monthly Financial Report	Exhibit

## RESOLUTION 2017-025

A RESOLUTION RATIFYING THE CITY MANAGER'S FILING OF THE CITY'S FISCAL YEAR 2017, PERIOD 3 (DECEMBER), 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; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Manager's Office has recommended, and the City Commission has accepted such recommendation, that the affairs of the City should be conducted in a manner which is open and transparent, and

WHEREAS, pursuant to Section 82-304, the Financial Services Department is to report to the Mayor and City Commission on the financial affairs of the City, and

WHEREAS, the City Manager has adopted a policy of making such reports on a monthly basis and seeking the acceptance of the City Commission thereof,

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

Section 1. ADOPTION OF REPRESENTATIONS: The foregoing Whereas paragraphs are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

Section 2. RATIFICATION: The City Commission hereby ratifies the City Manager's filing of the City Fiscal Year 2017, Period 3 (December) Financial Activity Report, as prepared by the Department of Financial Services for the purpose of conforming with the City's Adopted Financial Integrity Principles and Fiscal Policies.

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

ADOPTED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE  
LAKES AT ITS REGULAR MEETING HELD FEBRUARY 28, 2017.

\_\_\_\_\_  
HAZELLE ROGERS, MAYOR

ATTEST:

\_\_\_\_\_  
SHARON HOUSLIN, CITY CLERK

JCB:jl

Sponsored by: SUSAN GOODING-LIBURD, MBA, CPA, CGFO, Financial Services  
Director

**VOTE:**

Mayor Hazelle Rogers	_____ (For)	_____ (Against)	_____ (Other)
Vice-Mayor Veronica Edwards Phillips	_____ (For)	_____ (Against)	_____ (Other)
Commissioner Sandra Davey	_____ (For)	_____ (Against)	_____ (Other)
Commissioner Gloria Lewis	_____ (For)	_____ (Against)	_____ (Other)
Commissioner Beverly Williams	_____ (For)	_____ (Against)	_____ (Other)

**CITY OF LAUDERDALE LAKES**  
**FY 2017 Financial Report as of 12/31/2016**  
**(25% of year elapsed)**

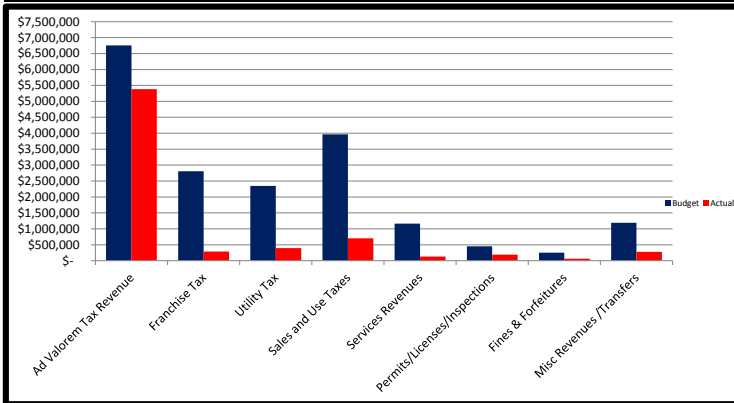
**General Fund Summary**

	Budget	Year-to-Date	%
Revenue	\$ 18,928,862	\$ 7,426,050	39%
Expenditure	\$ 18,928,862	\$ 4,861,025	26%

**General Fund Revenues**

Revenue	Budget	Year-to-Date	%
Ad Valorem Tax Revenue	\$ 6,756,119	\$ 5,385,710	80%
Franchise Tax	\$ 2,806,682	\$ 286,934	10%
Utility Tax	\$ 2,345,000	\$ 394,767	17%
Sales and Use Taxes	\$ 3,966,316	\$ 702,582	18%
Services Revenues	\$ 1,162,250	\$ 130,491	11%
Permits/Licenses/Inspections	\$ 452,639	\$ 189,041	42%
Fines & Forfeitures	\$ 251,200	\$ 61,170	24%
Misc Revenues /Transfers	\$ 1,188,656	\$ 275,354	23%
	\$ 18,928,862	\$ 7,426,050	39%

**Revenue by Source**

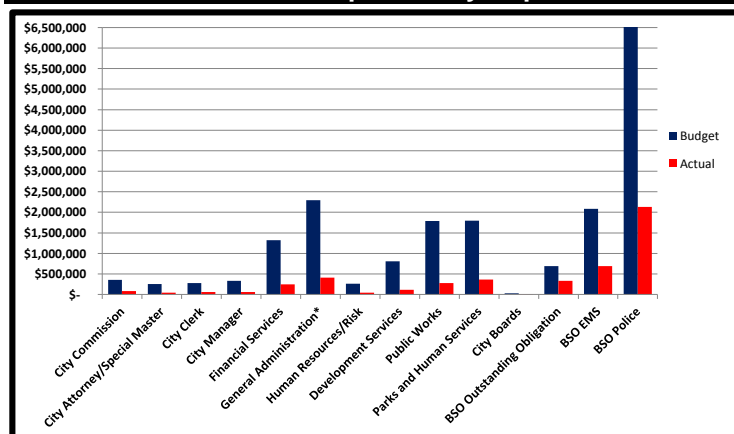


**General Fund Expenditures**

Department	Budget	Year-to-Date	%
City Commission	\$ 359,069	\$ 81,327	23%
City Attorney/Special Master	\$ 252,000	\$ 43,749	17%
City Clerk	\$ 280,776	\$ 57,646	21%
City Manager	\$ 333,187	\$ 56,816	17%
Financial Services	\$ 1,319,442	\$ 247,112	19%
General Administration*	\$ 2,293,511	\$ 411,868	18%
Human Resources/Risk	\$ 262,069	\$ 44,357	17%
Development Services	\$ 805,678	\$ 115,692	14%
Public Works	\$ 1,790,150	\$ 279,383	16%
Parks and Human Services	\$ 1,794,541	\$ 362,053	20%
City Boards	\$ 25,100	\$ 540	2%
BSO Outstanding Obligation	\$ 689,400	\$ 335,200	48.6%
BSO EMS	\$ 2,085,065	\$ 690,796	33.1%
BSO Police	\$ 6,638,874	\$ 2,134,487	32%
	\$ 18,928,862	\$ 4,861,025	26%

\*Includes other debt services payments

**General Fund Expenses by Department**



**Other Major Funds**

101 Fire Rescue Fund	Budget	Year-to-Date	%
Revenues	\$ 6,667,790	\$ 4,629,458	69%
Expenses	\$ 6,667,790	\$ 2,213,371	33%

112 Alzheimer Care	Budget	Year-to-Date	%
Revenues	\$ 551,995	\$ 52,935	10%
Expenses	\$ 551,995	\$ 88,371	16%

116 Gas Tax	Budget	Year-to-Date	%
Revenues	\$ 833,946	\$ 155,655	19%
Expenses	\$ 833,946	\$ 153,684	18%

205 Debt Service	Budget	Year-to-Date	%
Revenues	\$ 1,105,968	\$ 968,039	88%
Expenses	\$ 1,105,968	\$ 539,555	49%

401 Stormwater	Budget	Year-to-Date	%
Revenues	\$ 2,668,246	\$ 378,233	14%
Expenses	\$ 2,668,246	\$ 396,907	15%

403 Solid Waste	Budget	Year-to-Date	%
Revenues	\$ 1,262,707	\$ 1,107,746	88%
Expenses	\$ 1,262,707	\$ 223,595	18%

405 Building Svcs	Budget	Year-to-Date	%
Revenues	\$ 1,054,744	\$ 307,304	29%
Expenses	\$ 1,054,744	\$ 186,711	18%

**Other Budgeted Funds**

102/107 Grants/LETF	Budget	Year-to-Date	%
Revenues	\$ 2,638,086	\$ 20,880	1%
Expenses	\$ 2,638,086	\$ 44,923	2%

103 Impact Fee	Budget	Year-to-Date	%
Revenues	\$ -	\$ 115,830	100%
Expenses	\$ -	\$ -	0%

110 Arts	Budget	Year-to-Date	%
Revenues	\$ 10,000	\$ -	0%
Expenses	\$ 10,000	\$ -	0%

114 MHR	Budget	Year-to-Date	%
Revenues	\$ 389,137	\$ -	0%
Expenses	\$ 389,137	\$ -	0%

315 Capital	Budget	Year-to-Date	%
Revenues	\$ 499,847	\$ -	0%
Expenses	\$ 499,847	\$ 17,389	3%

**Budget Amendment(s) Reflected as of December 2016**

Fund Impacted	Amt of Change	Justification	Date Approved
N/A			

**Use of Contingency Allocation - \$332,539 (Adopted Amt)**

Description of Use	Amt
N/A	

Current Balance Available \$ 332,539

**Signatures**

**Susan Gooding-Liburd**

**2/8/2017**

Financial Services Director

Date

I/We certify the information provided to be true and accurate to the best of my/our knowledge.  
 Amounts subject to adjustments according to GAAP/GASB guidelines.

Data does not include encumbrances.

**CITY OF LAUDERDALE LAKES**  
**FY 2017 Financial Report as of 12/31/2016**  
**(25% of year elapsed)**

**Alzheimer Care Center Fund**

<b>112 Alzheimer Care Center-Revenue</b>	<b>Budget</b>	<b>Year-to-Date (December 31, 2016)</b>	<b>% Credited</b>
Grant-Alz Disease Initiative	\$301,484	\$23,678	8%
Grant-Older Americans Act	\$55,459	\$6,565	12%
Alzheimer - American Eldercare	\$36,432	\$0	0%
Independent Living Systems, LLC	\$0	\$1,542	100%
Alz Caregiver Resource Center	\$35,000	\$0	0%
Sunshine Health/Tango	\$38,981	\$5,200	13%
Little Havana	\$12,000	\$950	8%
Alzheimer - Client Svc	\$6,000	\$0	0%
Alzheimer - Private Pay	\$2,000	\$0	0%
Client Co - Payments	\$8,000	\$840	11%
Transfer from General Fund	\$56,639	\$14,160	25%
<b>Total Revenues</b>	<b>\$551,995</b>	<b>\$52,935</b>	<b>10%</b>
<b>112 Alzheimer Care Center-Expenses</b>	<b>Budget</b>	<b>Year-to-Date (December 31, 2016)</b>	<b>% Spent</b>
Regular Salaries	\$277,941	\$52,848	19%
Vacation Buy Back	\$4,115	\$3,225	78%
Other Salaries & Wages	\$58,546	\$8,184	14%
Overtime	\$4,200	\$1,122	27%
Fica Taxes	\$25,981	\$5,233	20%
Retirement Contribution	\$27,795	\$5,691	20%
Life & Health Insurance	\$42,382	\$6,034	14%
Cafeteria	\$5,431	\$970	18%
<b>Personnel Services</b>	<b>\$446,391</b>	<b>\$83,308</b>	<b>19%</b>
Other Contractual Services <sup>1</sup>	\$50,500	\$2,282	5%
Travel & Per Diem	\$500	\$0	0%
Telecommunications (cell allowance)	\$600	\$450	75%
Electricity	\$8,500	\$1,101	13%
Water & Sewer	\$4,300	\$624	15%
Repairs & Maintenance - Bldg	\$300	\$0	0%
Printing & Binding	\$200	\$0	0%
Other Current Charges <sup>2</sup>	\$2,000	\$0	0%
Office Supplies	\$750	\$0	0%
Property & Maintenance Supply	\$282	\$0	0%
Miscellaneous Operating Supplies <sup>3</sup>	\$32,782	\$527	2%
Uniforms	\$90	\$0	0%
Food and Snacks	\$0	\$0	0%
Subscriptions & Memberships	\$300	\$0	0%
Training	\$4,500	\$80	2%
<b>Operating Expenditures</b>	<b>\$105,604</b>	<b>\$5,064</b>	<b>5%</b>
<b>Alzheimer Care Center</b>	<b>\$551,995</b>	<b>\$88,371</b>	<b>16%</b>

**Note(s):**

<sup>1</sup> Adult Care Food Program and Pioneer Nursing Services (contractual nurses)

<sup>2</sup> Operating costs for special events and programs

<sup>3</sup> Broward Meals on Wheels, medical supplies, GA Food Service and other operating costs

• There are 10 positions funded (7 full-time/3 part-time)

**Alzheimer Care Center**

**Hours of Operation:**

Mon-Fri: 7am-6pm

Sat: 8am-2pm

## CITY OF LAUDERDALE LAKES

### Agenda Cover Page

Fiscal Impact: Yes

Contract Requirement: Yes

#### Title

RESOLUTION 2017-026 AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN GRANT AGREEMENT NO. LP06062, WITH THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) IN AN AMOUNT NOT TO EXCEED TWO HUNDRED THOUSAND AND NO/100 (\$200,000.00) DOLLARS, FOR THE WATER POLLUTANT REDUCTION TACTICS PROJECT, A SUMMARY OF WHICH IS ATTACHED HERETO AS EXHIBIT A

#### Summary

This resolution authorizes the execution of an agreement between the City of Lauderdale Lakes and the State of Florida Department of Environmental Protection to provide funding totaling \$200,000 for the Water Pollutant Reduction Tactics Project.

#### Staff Recommendation

#### Background:

During the Legislative Session, the City of Lauderdale Lakes submitted a funding request to the State of Florida totaling \$500,000 for the Water Pollutant Reduction Tactics Project. At the culmination of the Legislative Session, the City of Lauderdale Lakes was awarded \$200,000.

Based on the approved funding amount, the City of Lauderdale Lakes intends to use various tactics to improve surface water quality. The City intends to purchase and implement approximately twenty (20) canal aerators, approximately six (6) agitators, one (1) mechanical harvester, two (2) small self-propelled vacuum litter collectors, and release eight hundred (800) Grass Carp (*Ctenopharyngodon idella*). The installation of the aerators in the C-13 Canal will help control algae growth and thereby reduce use of the current method of using copper sulfate. The use of a mechanical harvester and the release of Grass Carp will reduce the dependence on herbicides needed to keep the canals open. The implementation of self-propelled litter vacuums will reduce the amount of trash that makes its way into the canal system and often ends up in the sediment stream.

Upon execution of the agreement, the designated department will proceed with the appropriate procurement process to complete the project well within the three year period allowed by FDEP. It is expected that this funded project, including procurement, will be complete within a four to six month period.

#### Funding Source:

Stormwater Fund

**Sponsor Name/Department:** M. Mohammad Nasir, City Engineer

**Meeting Date:** 2/28/2017

#### ATTACHMENTS:

Description	Type
❑ Resoluion - Agreement with FDEP for Water Pollutant Reducation Tactics Projects	Resolution
❑ Exhibit A to Resolution - Agreement with Florida Dept Environmental Protection for Water Pollutant Reduction Tactics Project	Exhibit



## RESOLUTION 2017-026

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN GRANT AGREEMENT NO. LP06062, WITH THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION ("FDEP") IN AN AMOUNT NOT TO EXCEED TWO HUNDRED THOUSAND AND NO/100 (\$200,000.00) DOLLARS, TO BE EXPENDED FOR THE WATER POLLUTANT REDUCTION TACTICS PROJECT, A SUMMARY OF WHICH IS ATTACHED HERETO AS EXHIBIT A, AND A FACSIMILE COPY OF SUCH AGREEMENT WHICH CAN BE INSPECTED IN THE OFFICE OF THE CITY CLERK; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City applied for funding to facilitate its Water Pollutant Reduction Tactics Project, and, as a result thereof, the City received funding of Two Hundred Thousand and No/100 (\$200,000.00) Dollars for such purpose, and

WHEREAS, it is necessary to contract with FDEP to bind such funds and prescribe the program for the use thereof,

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

Section 1. ADOPTION OF REPRESENTATIONS: The foregoing Whereas paragraphs are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

Section 2. AUTHORITY: The Mayor and City Clerk are hereby authorized and directed to execute and attest, respectively, that certain Department of Environmental Protection Division of Water Restoration Assistance Grant Agreement No. LP06062, with the State of Florida Department of Environmental Protection ("FDEP") in an amount not to exceed Two Hundred Thousand and No/100 (\$200,000.00) Dollars, to be

expended for the Water Pollutant Reduction Tactics Project, a summary of which is attached as **Exhibit A**, and a facsimile copy of such Agreement which may be inspected in the offices of the City Clerk.

Section 3. INSTRUCTIONS TO THE CITY CLERK: The City Clerk is hereby authorized to obtain five (5) fully executed copies of the subject Grant Agreement, with one to be maintained by the City; with three to be delivered to the State of Florida Department of Environmental Protection, and with one to be directed to the Office of 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 FEBRUARY 28, 2017.

\_\_\_\_\_  
MAYOR HAZELLE ROGERS

ATTEST:

\_\_\_\_\_  
SHARON HOUSLIN, CITY CLERK

JCB:jla

Sponsored by: MAQSOOD MOHAMMAD NASIR, P. E., City Engineer

**VOTE:**

Mayor Hazelle P. Rogers	_____	(For)	_____	(Against)	_____	(Other)
Vice-Mayor Veronica Edwards Phillips	_____	(For)	_____	(Against)	_____	(Other)
Commissioner Sandra Davey	_____	(For)	_____	(Against)	_____	(Other)
Commissioner Gloria Lewis	_____	(For)	_____	(Against)	_____	(Other)
Commissioner Beverly Williams	_____	(For)	_____	(Against)	_____	(Other)

**DEP AGREEMENT NO. LP06062**

**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
DIVISION OF WATER RESTORATION ASSISTANCE  
GRANT AGREEMENT  
PURSUANT TO LINE ITEM 1600A OF THE FY16-17 GENERAL APPROPRIATIONS ACT**

THIS AGREEMENT is entered into pursuant to Section 215.971, Florida Statutes (F.S.), between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 (hereinafter referred to as the "Department") and the CITY OF LAUDERDALE LAKES, whose address is 4300 NW 36th Street, Lauderdale Lakes, Florida 33319 (hereinafter referred to as "Grantee"), a local government, to provide financial assistance for the Water Pollutant Reduction Tactics Project. Collectively, the Department and the Grantee shall be referred to as "Parties" or individually as a "Party".

In consideration of the mutual benefits to be derived herefrom, the Department and the Grantee do hereby agree as follows:

**1. TERMS OF AGREEMENT:**

The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, **Attachment A, Grant Work Plan**, and all attachments and exhibits named herein which are attached hereto and incorporated by reference. For purposes of this Agreement, the terms "Grantee" and "Recipient" are used interchangeably.

**2. PERIOD OF AGREEMENT:**

This Agreement shall begin upon execution by both parties and shall remain in effect until June 30, 2018, inclusive. The Grantee shall be eligible for reimbursement for work performed on or after July 1, 2016 through the expiration date of this Agreement. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

**3. FUNDING/CONSIDERATION/INVOICING:**

- A. As consideration for the satisfactory completion of services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost reimbursement basis up to a maximum of \$200,000. It is understood that any additional funds necessary for the completion of this project are the responsibility of the Grantee. The parties hereto understand and agree that this Agreement does not require a match on the part of the Grantee.
- B. Prior written approval from the Department's Grant Manager shall be required for changes to this Agreement.
  - i. A Change Order to this Agreement is required when task timelines within the current authorized Agreement period change, and/or when the cumulative transfer of funds between approved budget categories, as defined in Attachment A, are less than ten percent (10%) of the total budget as last approved by the Department. All Change Orders are subject to the mutual agreement of both parties as evidenced in writing.
  - ii. A formal Amendment to this Agreement is required for changes which cause any of the following: an increase or decrease in the Agreement funding amount, a change in the Grantee's match requirements, a change in the expiration date of the Agreement, and/or changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment A, exceeds or is expected to exceed ten percent (10%)

of the total budget as last approved by the Department. All Amendments are subject to the mutual agreement of both parties as evidenced in writing.

- C. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible project costs upon the completion, submittal and approval of each deliverable identified in **Attachment A**, in accordance with the schedule therein. Reimbursement shall be requested utilizing **Attachment B, Payment Request Summary Form**. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: [http://www.myfloridacfo.com/aadir/reference\\_guide/](http://www.myfloridacfo.com/aadir/reference_guide/). All invoices for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. A final payment request should be submitted to the Department no later than sixty (60) calendar days following the completion date of the Agreement, to assure the availability of funds for payment. All work performed pursuant to **Attachment A** must be performed on or before the completion date of the Agreement, and the subsequent sixty-day period merely allows the Grantee to finalize invoices and backup documentation to support the final payment request.
- D. The State Chief Financial Officer requires detailed supporting documentation of all costs under a cost reimbursement agreement. The Grantee shall comply with the minimum requirements set forth in **Attachment C, Contract Payment Requirements**. The Payment Request Summary Form shall be accompanied by supporting documentation and other requirements as follows for each deliverable. Reimbursement shall be limited to the following budget categories:
- i. Contractual (Subcontractors) – Reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the project. All multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) calendar days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration. Subcontracts, which involve equipment purchases as part of an installation/retrofit or that include infrastructure and/or infrastructure improvements, as defined in Florida Chief Financial Officer (CFO) Memorandum No. 5 (2011-2012), must be capitalized in accordance with Chapter 69I-72, Florida Administrative Code (F.A.C.). The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

For fixed-price (vendor) subcontracts, the following provisions shall apply:

- a. The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in **Attachment A**. Invoices submitted to the Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (i.e., Invitation to Bid or Request for Proposals) resulting in the fixed-price subcontract.
- b. The Grantee may request approval from the Department to award a fixed-price subcontract resulting from procurement methods other than those identified in the paragraph above. In this instance, the Grantee shall request the advance written approval from the Department's Grant Manager of the fixed price negotiated by the Grantee. The letter of request shall be supported by a detailed

budget and Scope of Services to be performed by the subcontractor. Upon receipt of the Department Grant Manager's approval of the fixed-price amount, the Grantee may proceed in finalizing the fixed-price subcontract.

- c. All subcontracts are subject to the provisions of paragraph 12 and any other appropriate provisions of this Agreement which affect subcontracting activities.
- ii. **Equipment** – (Capital outlay costing \$1,000 or more) – Reimbursement for the Grantee's direct purchase of equipment is subject to specific approval of the Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed **Attachment F, Property Reporting Form**.
- E. In addition to the invoicing requirements contained in paragraphs 3.C. and D. above, the Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. This information, when requested, must be provided within thirty (30) calendar days of such request. The Grantee may also be required to submit a cost allocation plan to the Department in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at [http://www.myfloridacfo.com/aadir/reference\\_guide/](http://www.myfloridacfo.com/aadir/reference_guide/).
- F.
  - i. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
  - ii. If the Department finds that these funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.
  - iii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by the Department, from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the Department by the Grantee.

#### **4. ANNUAL APPROPRIATION:**

The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. The parties hereto understand that this Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and payment associated therewith may be rescinded with proper notice at the discretion of the Department if Legislative appropriations are reduced or eliminated.

5. **REPORTS:**

- A. The Grantee shall utilize **Attachment D, Progress Report Form**, to describe the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly reports shall be submitted to the Department's Grant Manager no later than twenty (20) calendar days following the completion of the quarterly reporting period. It is hereby understood and agreed by the parties that the term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30 and December 31. The Department's Grant Manager shall have thirty (30) calendar days to review the required reports and deliverables submitted by the Grantee.
- B. The Grantee will identify the expected return on investment for this project and provide this information to the Governor's Office of Policy and Budget (OPB) within three months of execution of this Agreement. For each full calendar quarter thereafter, the Grantee will provide quarterly update reports directly to OPB, no later than 20 days after the end of each quarter, documenting the positive return on investment to the state that results from the Grantee's project and its use of funds provided under this Agreement. Quarterly reports will continue until the Grantee is instructed by OPB that no further reports are needed, or until the end of this Agreement, whichever occurs first. All reports shall be submitted electronically to OPB at [env.roi@laspbs.state.fl.us](mailto:env.roi@laspbs.state.fl.us), and a copy shall also be submitted to the Department at [legislativeaffairs@dep.state.fl.us](mailto:legislativeaffairs@dep.state.fl.us).

6. **RETAINAGE:**

- A. Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement to a maximum of 10%. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- B. Department reserves the right to withhold payment of retainage for Grantee's failure to respond to or correct identified deficiencies within the timeframe stipulated in **Attachment A, Grant Work Plan**. Department shall provide written notification to Grantee of identified deficiencies and Department's intent to withhold retainage. Grantee's failure to rectify the identified deficiency within the timeframe stated in Department's notice will result in forfeiture of retainage by Grantee.
- C. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment for the work and the retainage called for under the entire **Attachment A, Grant Work Plan**. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed.
- D. No retainage shall be released or paid for uncompleted work while this Agreement is suspended.
- E. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held, in accordance with paragraph 3 above.

7. **INDEMNIFICATION:**

Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract or this Agreement.

**8. DEFAULT/TERMINATION/FORCE MAJEURE:**

- A. The Department may terminate this Agreement at any time if any warranty or representation made by Grantee in this Agreement or in its application for funding shall at any time be false or misleading in any respect, or in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.
- B. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar day's written notice. If the Department terminates the Agreement for convenience, the Department shall notify the Grantee of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated. If the Agreement is terminated before performance is completed, the Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated.
- C. If a force majeure occurs that causes delays or the reasonable likelihood of delay in the fulfillment of the requirements of this Agreement, the Grantee shall promptly notify the Department orally. Within seven (7) calendar days, the Grantee shall notify the Department in writing of the anticipated length and cause of the delay, the measures taken or to be taken to minimize the delay and the Grantee's intended timetable for implementation of such measures. If the parties agree that the delay or anticipated delay was caused, or will be caused by a force majeure, the Department may, at its discretion, extend the time for performance under this Agreement for a period of time equal to the delay resulting from the force majeure upon execution of an amendment to this Agreement. Such agreement shall be confirmed by letter from the Department accepting, or if necessary, modifying the extension. A force majeure shall be an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, flood, explosion, failure to receive timely necessary third party approvals through no fault of the Grantee, and any other cause, whether of the kind specifically enumerated herein or otherwise, that is not reasonably within the control of the Grantee and/or the Department. The Grantee is responsible for the performance of all services issued under this Agreement. Failure to perform by the Grantee's consultant(s) or subcontractor(s) shall not constitute a force majeure event.

**9. REMEDIES/FINANCIAL CONSEQUENCES:**

No payment will be made for deliverables deemed unsatisfactory by the Department. In the event that a deliverable is deemed unsatisfactory by the Department, the Grantee shall re-perform the services needed for submittal of a satisfactory deliverable, at no additional cost to the Department, within ten (10) calendar days of being notified of the unsatisfactory deliverable. If a satisfactory deliverable is not submitted within the specified timeframe, the Department may, in its sole discretion, either: 1) terminate this Agreement for failure to perform, or 2) the Department Grant Manager may, by letter specifying the failure of performance under this Agreement, request that a proposed Corrective Action Plan (CAP) be submitted by the Grantee to the Department. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

- A. A CAP shall be submitted within ten (10) calendar days of the date of the letter request from the Department. The CAP shall be sent to the Department Grant Manager for review and approval. Within ten (10) calendar days of receipt of a CAP, the Department shall notify the Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Grantee shall have ten (10) calendar days from receipt of the Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the Department approval of a CAP as specified above shall result in the Department's termination of this Agreement for cause as authorized in this Agreement.
- B. Upon the Department's notice of acceptance of a proposed CAP, the Grantee shall have ten (10) calendar days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the Department does not relieve the Grantee of any of its obligations under the Agreement. In

the event the CAP fails to correct or eliminate performance deficiencies by Grantee, the Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by the Department or steps taken by the Grantee shall preclude the Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the Department as requested by the Department Grant Manager.

- C. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by the Department may result in termination of the Agreement.

The remedies set forth above are not exclusive and the Department reserves the right to exercise other remedies in addition to or in lieu of those set forth above, as permitted by the Agreement.

#### 10. **RECORD KEEPING/AUDIT:**

- A. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.
- B. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subcontracts issued under this Grant, if any, impose this requirement, in writing, on its subcontractors.

#### 11. **SPECIAL AUDIT REQUIREMENTS:**

- A. In addition to the requirements of the preceding paragraph, the Grantee shall comply with the applicable provisions contained in **Attachment E, Special Audit Requirements**, attached hereto and made a part hereof. **Exhibit 1** to **Attachment E** summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment E**. A revised copy of **Exhibit 1** must be provided to the Grantee for each amendment which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of **Exhibit 1**, the Grantee shall notify the Department's Grant Manager to request a copy of the updated information.
- B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in **Attachment E, Exhibit 1** when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

<https://apps.fldfs.com/fsaa>

The Grantee should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.



**12. SUBCONTRACTS:**

- A. The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to paragraph 3.D. of this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
- B. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of minority owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

**13. PROHIBITED LOCAL GOVERNMENT CONSTRUCTION PREFERENCES:**

- A. Pursuant to Section 255.0991, F.S., for a competitive solicitation for construction services in which 50 percent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation, a state college, county, municipality, school district, or other political subdivision of the state may not use a local ordinance or regulation that provides a preference based upon:
  - i. The contractor's maintaining an office or place of business within a particular local jurisdiction;
  - ii. The contractor's hiring employees or subcontractors from within a particular local jurisdiction; or
  - iii. The contractor's prior payment of local taxes, assessments, or duties within a particular local jurisdiction.
- B. For any competitive solicitation that meets the criteria in Paragraph A., a state college, county, municipality, school district, or other political subdivision of the state *shall disclose in the solicitation document* that any applicable local ordinance or regulation does not include any preference that is prohibited by Paragraph A.

**14. LOBBYING PROHIBITION:**

In accordance with Section 216.347, F.S., the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency. Further, in accordance with Section 11.062, F.S., no state funds, exclusive of salaries, travel expenses, and per diem, appropriated to, or otherwise available for use by, any executive, judicial, or quasi-judicial department shall be used by any state employee or other person for lobbying purposes.

**15. COMPLIANCE WITH LAW:**

The Grantee shall comply with all applicable federal, state and local rules and regulations in providing services to the Department under this Agreement. The Grantee acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.

**16. NOTICE:**

All notices and written communication between the parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. Any and all notices required by this Agreement shall be delivered to the parties at the addresses identified under paragraph 17.

**17. CONTACTS:**

The Department's Grant Manager (which may also be referred to as the Department's Project Manager) at the time of execution for this Agreement is identified below:

Casey Marston, or Successor	
Florida Department of Environmental Protection	
Division of Water Restoration Assistance	
3900 Commonwealth Blvd., MS# 3572	
Tallahassee, Florida 32399	
Telephone No.:	850-245-2949
E-mail Address:	Casey.marston@dep.state.fl.us

The Grantee's Grant Manager at the time of execution for this Agreement is identified below:

Maqsood Mohammad Nasir, or Successor	
City of Lauderdale Lakes	
City Engineer/CIP Administrator	
4300 NW 36th Street	
Lauderdale Lakes, Florida 33319	
Telephone No.:	954-535-2712
Fax No.:	954-733-4220
E-mail Address:	mmnasir@lauderdalelakes.org

In the event the Department's or the Grantee's Grant Manager changes, written notice by electronic mail with acknowledgement by the other party will be acceptable. Any subsequent Change Order or Amendment pursuant to paragraph 3.B should include the updated Grant Manager information.

**18. INSURANCE:**

- A. Providing and maintaining adequate insurance coverage is a material obligation of the Grantee. This insurance must provide coverage for all claims that may arise from the performance of the work specified under this Agreement, whether such work is performed by the Grantee, any sub-grantee, or Grantee's contractors. Such insurance shall include the State of Florida, the Department, and the State of Florida Board of Trustees of the Internal Improvement Trust Fund, as Additional Insureds for the entire length of the Agreement.
- B. Coverage may be by private insurance or self-insurance. The Grantee shall provide documentation of all required coverage to the Department's Grant Manager *prior to* performance of any work pursuant to this Agreement. All commercial insurance policies shall be with insurers licensed or eligible to do business in the State of Florida. If the Grantee is self-funded for any category of insurance, then the Grantee shall provide documentation that warrants and represents that it is self-funded for said insurance, appropriate and allowable under Florida law, and that such self-insurance offers protection applicable to the Grantee's officers, employees, servants and agents while acting within the scope of their employment with the Grantee for the entire length of the Agreement. The Grantee shall notify the Department's Grant Manager within 10 calendar days of

any cancellation of insurance or coverage, change in insurance provider, or change in coverage limits. In the event of such changes, the Grantee shall provide documentation of required coverage to the Department's Grant Manager concurrent with such notification.

C. During the life of this Agreement, the Grantee shall secure and maintain insurance coverages as specified below. In addition, the Grantee shall include these requirements in any sub grant or subcontract issued for the performance of the work specified under this Agreement, unless such sub grant or subcontractor employees are covered by the protection afforded by the Grantee.

i. Workers' Compensation Insurance is required for all employees connected with the work of this project. Any self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide proof of adequate insurance satisfactory to the Department, for the protection of its employees not otherwise protected.

ii. Commercial General Liability insurance is required, including bodily injury and property damage. The minimum limits of liability shall be \$200,000 each individual's claim and \$300,000 each occurrence.

iii. Commercial Automobile Liability insurance is required, for all claims which may arise from the services and/or operations under this Agreement, whether such services and/or operations are by the Grantee or any of its contractors. The minimum limits of liability shall be as follows:

\$300,000	Automobile Liability Combined Single Limit for Company-Owned Vehicles, if applicable
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\$300,000	Hired and Non-owned Automobile Liability Coverage
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iv. Other Insurance may be required if any work proceeds over or adjacent to water, including but not limited to Jones Act, Longshoreman's and Harbormaster's, or the inclusion of any applicable rider to worker's compensation insurance, and any necessary watercraft insurance, with limits of not less than \$300,000 each. Questions concerning required coverage should be directed to the U.S. Department of Labor (<http://www.dol.gov/owcp/dlhwc/lscntac.htm>) or to the parties' insurance carrier.

#### 19. **CONFLICT OF INTEREST:**

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

#### 20. **EQUIPMENT:**

The purchase of non-expendable personal property or equipment costing \$1,000 or more purchased for purposes of this Agreement remains the property of the Grantee. Upon satisfactory completion of this Agreement, the Grantee may retain ownership or determine the disposition of the non-expendable personal property or equipment purchased under this Agreement. However, the Grantee shall complete and sign **Attachment F, Property Reporting Form**, and forward it along with the appropriate invoice(s) to the Department's Grant Manager. The following terms shall apply:

A. The Grantee shall have use of the non-expendable personal property or equipment for the authorized purposes of the contractual arrangement as long as the required work is being performed.

B. The Grantee is responsible for the implementation of adequate maintenance procedures to keep the non-expendable personal property or equipment in good operating condition.

- C. The Grantee is responsible for any loss, damage, or theft of, and any loss, damage or injury caused by the use of, non-expendable personal property or equipment purchased with state funds and held in Grantee's possession for use in a contractual arrangement with the Department.

**21. UNAUTHORIZED EMPLOYMENT:**

The employment of unauthorized aliens by any Grantee/subcontractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

**22. RESERVED**

**23. DISCRIMINATION:**

- A. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- B. An entity or affiliate who has been placed on the discriminatory vendor list pursuant to Section 287.134, F.S., may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

**24. LAND ACQUISITION:**

Land acquisition is not authorized under the terms of this Agreement.

**25. PHYSICAL ACCESS AND INSPECTION:**

As applicable, Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, including by any of the following methods:

- A. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
- B. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and
- C. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

**26. PUBLIC RECORDS ACCESS:**

- A. Grantee shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S. Grantee shall keep and maintain public records required by the Department to perform the services under this Agreement.

- B. This Agreement may be unilaterally canceled by the Department for refusal by the Grantee to either provide to the Department upon request, or to allow inspection and copying of all public records made or received by the Grantee in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.
- C. If Grantee meets the definition of “Contractor” found in Section 119.0701(1)(a), F.S.; [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:
- i. Pursuant to Section 119.0701, F.S., a request to inspect or copy public records relating to this Agreement for services must be made directly to the Department. If the Department does not possess the requested records, the Department shall immediately notify the Grantee of the request, and the Grantee must provide the records to the Department or allow the records to be inspected or copied within a reasonable time. If Grantee fails to provide the public records to the Department within a reasonable time, the Grantee may be subject to penalties under s. 119.10, F.S.
  - ii. Upon request from the Department’s custodian of public records, Grantee shall provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
  - iii. Grantee shall identify and ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Grantee does not transfer the records to the Department.
  - iv. Upon completion of the Agreement, Grantee shall transfer, at no cost to Department, all public records in possession of Grantee or keep and maintain public records required by the Department to perform the services under this Agreement. If the Grantee transfers all public records to the Department upon completion of the Agreement, the Grantee shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Grantee keeps and maintains public records upon completion of the Agreement, the Grantee shall meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to Department, upon request from the Department’s custodian of public records, in a format that is accessible by and compatible with the information technology systems of Department.
- D. **IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 245-2118, by email at [ombudsman@dep.state.fl.us](mailto:ombudsman@dep.state.fl.us), or at the mailing address below:**

**Department of Environmental Protection  
ATTN: Office of Ombudsman and Public Services  
Public Records Request  
3900 Commonwealth Blvd, Mail Slot 49**

## **Tallahassee, FL 32399**

### **27. TERMINATION FALSE CERTIFICATION, SCRUTINIZED COMPANIES, BOYCOTTING:**

Grantee certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, Grantee agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement for cause if the Grantee, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Grantee, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

### **28. EXECUTION IN COUNTERPARTS:**

This Agreement, and any Amendments or Change Orders thereto, may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

### **29. SEVERABILITY CLAUSE:**

This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

### **30. ENTIRE AGREEMENT:**

This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed, the day and year last written below.

CITY OF LAUDERDALE LAKES

STATE OF FLORIDA DEPARTMENT OF  
ENVIRONMENTAL PROTECTION

By: \_\_\_\_\_  
\*Signature of Person Authorized to Sign

By: \_\_\_\_\_  
Secretary or designee

\_\_\_\_\_  
Print Name and Title of Authorized Person

\_\_\_\_\_  
Print Name and Title of Authorized Person

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

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

  
Casey Marston, DEP Grant Manager

\_\_\_\_\_  
QC Review by:

FEID No.:59-0974050

\*For Agreements with governmental boards/commissions: If someone other than the Chairman signs this Agreement, a resolution, statement or other document authorizing that person to sign the Agreement on behalf of the Grantee must accompany the Agreement.

List of attachments/exhibits included as part of this Agreement:

Specify Type	Letter/ Number	Description (include number of pages)
<u>Attachment</u>	<u>A</u>	<u>Grant Work Plan (4 Pages)</u>
<u>Attachment</u>	<u>B</u>	<u>Payment Request Summary Form (8 Pages)</u>
<u>Attachment</u>	<u>C</u>	<u>Contract Payment Requirements (1 Page)</u>
<u>Attachment</u>	<u>D</u>	<u>Progress Report Form (1 Page)</u>
<u>Attachment</u>	<u>E</u>	<u>Special Audit Requirements (5 Pages)</u>
<u>Attachment</u>	<u>F</u>	<u>Property Reporting Form (1 Page)</u>

## **ATTACHMENT A GRANT WORK PLAN**

**PROJECT TITLE:** Water Pollutant Reduction Tactics Project

**PROJECT LOCATION:** The project will be located in all Lauderdale Lakes city-owned canals. The aerators and agitators will primarily be located towards the end of canals in different neighborhoods within the City of Lauderdale Lakes in Broward County, Florida. See Figure 1 for location map.

**PROJECT BACKGROUND:** The City of Lauderdale Lakes owns and maintains approximately 11 miles of canals that serve as essential networks to the South Florida Water Management District C-13 Canal. The City is committed to making the necessary improvements to protect these public waterways from pollutants. Such efforts will protect the well-being of the residents and business owners. Currently there is a critical need to remove pollutants and other toxic elements to improve water quality.

**PROJECT DESCRIPTION:** The City of Lauderdale Lakes intends to use aerators and agitators located at different sections of the C-13 Canal throughout the City to improve surface water quality. The City intends to purchase and implement approximately twenty (20) canal aerators, approximately six (6) agitators, one (1) mechanical harvester, two (2) small self-propelled vacuum litter collectors, and release eight hundred (800) Grass Carp (*Ctenopharyngodon idella*). The installation of the aerators in the C-13 Canal will help control algae growth and thereby reduce use of the current method of using copper sulfate. The use of a mechanical harvester and the release of Grass Carp will reduce the dependence on herbicides needed to keep the canals open. The implementation of self-propelled litter vacuums will reduce the amount of trash that makes its way into the canal system and often ends up in the sediment stream.

### **TASKS and DELIVERABLES:**

#### **Task 1: Design and Permitting**

**Task Description:** The Grantee will complete the design and permitting of the installation and use of approximately six (6) agitators and approximately twenty (20) aerators including a map of installation locations and obtain all necessary permits for construction of the project.

**Deliverables:** An electronic copy of the final design, including professional certification as applicable, electronic copy of installation locations map and a list of all required permits identifying issue dates and issuing authorities submitted to the Department's Grant Manager. Upon request, the Grantee will provide copies of obtained permits or permit related correspondence or documentation and/or a paper copy of the final design.

**Performance Standard:** The Department's Grant Manager will review the deliverables to verify that they meet the specifications in the Grant Work Plan and this task description. Upon review and written acceptance by the Department's Grant Manager of all deliverables under this task the Grantee may proceed with payment request submittal.

**Payment Request Schedule:** Grantee may submit a payment request for cost reimbursement upon completion of the task and Department approval of all associated task deliverables.

#### **Task 2: Equipment Purchase**

**Task Description:** The Grantee will purchase the following equipment: one (1) TigerCat Weedoo Boat Model Diesel P-3012 mechanical harvester and two (2) 2016 Billy Goat MV650SPH small self-propelled vacuum litter collectors #BG-MV650SPH. The Grantee will retain possession of the equipment at the end of the grant period.



**Deliverables:** Purchase of the equipment as evidenced by: Purchase order(s); vendor invoice(s) for delivery, installation and start up; proof of payment to vendor; Bills of Lading; and pictures of equipment purchased.

**Performance Standard:** The Department's Grant Manager will review the deliverables to ensure that they meet the specifications in the Grant Work Plan and this task description. Upon review and written acceptance by the Department's Grant Manager of all deliverables under this task, the Grantee may proceed with payment request submittal.

### **Task 3: Construction of Project**

**Task Description:** The Grantee will install approximately six (6) Flo-Gen System agitators and approximately twenty (20) Olympus Series canal aerators., and deploy the mechanical harvester, and two small self-propelled vacuum litter collectors purchased in Task 2, and release eight hundred (800) Grass Carp (*Ctenopharyngodon idella*) in accordance with the final design(s) and required permits which will be submitted to the Department's Grant Manager upon request.

**Deliverables:** Installed agitators and aerators, and deployed mechanical harvester and small self-propelled vacuum litter collectors, and release of Grass Carp as described in this task, as evidenced by: 1) Dated color photographs of the installation site(s) prior to, during, and immediately following completion of the construction task; 2) written verification that the Grantee has received record drawings and any required final inspection report(s) for the project; 3) signed acceptance of the completed work by the Grantee; and 4) signed statement from a Florida Licensed Professional Engineer indicating construction has been completed in accordance with the design.

**Performance Standard:** The Department's Grant Manager will review the deliverables to verify that they meet the specifications in the Grant Work Plan and this task description and that work is being performed in accordance with the Grantee's construction contract documents. Upon review and written approval by the Department's Grant Manager of all deliverables under this task, the Grantee may proceed with payment request submittal.

**PROJECT TIMELINE:** The tasks must be completed and all deliverables received by the corresponding task end date.

<b>Task No.</b>	<b>Task or Deliverable Title</b>	<b>Task Start Date</b>	<b>Task End Date</b>	<b>Deliverable Due Date/ Frequency</b>
1	<b>Design and Permitting</b>	7/01/2016	3/31/2017	3/31/2017
2	<b>Equipment Purchase</b>	7/01/2016	7/31/2017	7/31/2017
3	<b>Construction</b>	7/01/2016	7/31/2017	7/30/2017

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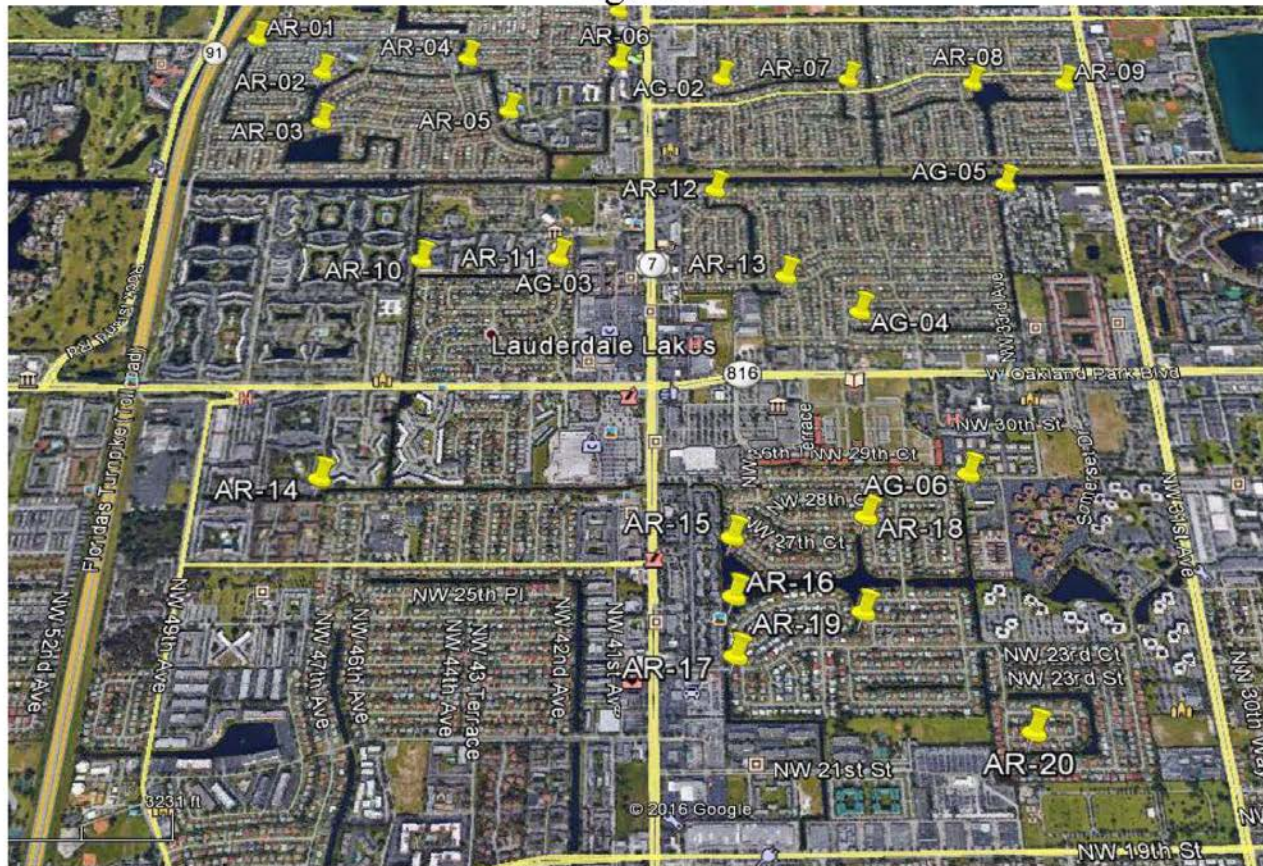
**BUDGET DETAIL BY TASK:**

Task No.	Budget Category	Budget Amount
1	Contractual Services	\$2,000
	<b>Total for Task:</b>	<b>\$2,000</b>
2	Equipment	\$76,800
	<b>Total for Task</b>	<b>\$76,800</b>
3	Contractual Services	\$121,200
	<b>Total for Task</b>	<b>\$121,200</b>

**PROJECT BUDGET SUMMARY:** Cost reimbursable grant funding must not exceed the category totals for the project as indicated below.

Category Totals	Grant Funding, Not to Exceed, \$
Contractual Services Total	\$123,200
Equipment Total	\$76,800
<b>Total:</b>	<b>\$200,000</b>

Figure 1



LEGEND:



AGITATOR



: AERATOR

**ATTACHMENT B**  
**PAYMENT REQUEST SUMMARY FORM**

Payment Request No. \_\_\_\_\_ DEP Agreement No. \_\_\_\_\_ Date \_\_\_\_\_

Performance Period (Start date - End date): \_\_\_\_\_

Deliverables completed to support payment request (*attach additional pages as needed*):

Task/Deliverable

Task Budget

Number(s): \_\_\_\_\_

Amount: \$ \_\_\_\_\_ -

**Grantee:**

(Name & Mailing

Address)

**Grantee Contact:**

(Name & Phone)

**GRANT EXPENDITURES SUMMARY SECTION**

CATEGORY OF EXPENDITURE (As authorized)	AMOUNT OF THIS REQUEST	TOTAL CUMULATIVE PAYMENT REQUESTS	MATCHING FUNDS FOR THIS REQUEST	TOTAL CUMULATIVE MATCHING FUNDS
Salaries/Wages	\$ -	\$ -	\$ -	\$ -
Fringe Benefits	\$ -	\$ -	\$ -	\$ -
Indirect Cost	\$ -	\$ -	\$ -	\$ -
Contractual (Subcontractors)	\$ -	\$ -	\$ -	\$ -
Travel	\$ -	\$ -	\$ -	\$ -
Equipment (Direct Purchases)	\$ -	\$ -	\$ -	\$ -
Rental/Lease of Equipment	\$ -	\$ -	\$ -	\$ -
Miscellaneous/Other Expenses	\$ -	\$ -	\$ -	\$ -
Land Acquisition	\$ -	\$ -	\$ -	\$ -
<b>TOTAL AMOUNT</b>	\$	\$	\$	\$
<b>TOTAL BUDGET (ALL TASKS)</b>	\$		\$	
<b>Less Total Cumulative Payment Requests of:</b>	\$		\$	
<b>TOTAL REMAINING (ALL TASKS)</b>	\$		\$	

**GRANTEE CERTIFICATION**

Complete Grantee's Certification of Payment Request on Page 2 to certify that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

## Grantee's Certification of Payment Request

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

(Print name of Grantee's Grant Manager designated in the Agreement)

\_\_\_\_\_, do hereby certify for

(Print name of Grantee)

DEP Agreement No. \_\_\_\_\_ and Payment Request No. \_\_\_\_\_ that:

- ☒ The disbursement amount requested is for allowable costs for the project described in Attachment A of the Agreement.
- ☒ All costs included in the amount requested have been satisfactorily purchased, performed, received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation as required in the Agreement.
- ☒ The Grantee has paid such costs under the terms and provisions of contracts relating directly to the project; and the Grantee is not in default of any terms or provisions of the contracts.

*Check all that apply:*

- ☐ All permits and approvals required for the construction, which is underway, have been obtained.
- ☐ Construction up to the point of this disbursement is in compliance with the construction plans and permits.
- ☐ The Grantee's Grant Manager relied on certifications from the following professionals that provided services for this project during the time period covered by this Certification of Payment Request, and such certifications are included:

Professional Service Provider (Name / License No.)

Period of Service (mm/dd/yy – mm/dd/yy)


Grantee's Grant Manager's Signature

Grantee's Fiscal Agent Signature

Print Name

Print Name

Telephone Number

Telephone Number

## INSTRUCTIONS FOR COMPLETING PAYMENT REQUEST SUMMARY FORM

**PAYMENT REQUEST NO.:** This is the number of your payment request, not the quarter number.

**DEP AGREEMENT NO.:** This is the number on your grant agreement.

**DATE:** This is the date that you are submitting the payment request.

**PERFORMANCE PERIOD:** This is the beginning and ending date of the performance period for the Task/Deliverable that the request is for (this must be within the timeline shown for the Task/Deliverable in the Agreement).

**TASK/DELIVERABLE NO.:** Identify the number of the Task/Deliverable that you are requesting payment for and/or claiming match for (must agree with the current Grant Work Plan). *Note:* If payment request includes more than one Task/Deliverable, additional pages should identify each Task/Deliverable Number, its corresponding budget amount, and the amount requested.

**TASK BUDGET AMOUNT:** List the Task budget amount as identified in the Grant Work Plan for the corresponding Task/Deliverable. *Note:* If payment request includes more than one Task/Deliverable, additional pages should identify each Task/Deliverable Number, its corresponding budget amount, and the amount requested.

**GRANTEE:** Enter the name of the Grantee's agency and the address to which you want the state warrant sent.

**GRANTEE CONTACT:** List the name and telephone number for the Grantee's grant manager or other point of contact regarding the payment request submittal.

### GRANT EXPENDITURES SUMMARY SECTION:

**"AMOUNT OF THIS REQUEST" COLUMN:** Enter by authorized category of expenditure the amount for which you are requesting reimbursement for this task. This must agree with the currently approved budget in the current Grant Work Plan of your grant Agreement. Do not claim expenses in a budget category that does not have an approved budget. Do not claim items that are not specifically identified in the current Grant Work Plan. Enter the column total on the *"TOTAL AMOUNT"* line. Enter the amount of all Tasks on the *"TOTAL BUDGET (ALL TASKS)"* line. Enter the total cumulative amount of this request **and** all previous payments on the *"LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF"* line. Deduct the *"LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF"* from the *"TOTAL BUDGET (ALL TASKS)"* for the amount to enter on the *"TOTAL REMAINING (ALL TASKS)"* line.

**"TOTAL CUMULATIVE PAYMENT REQUESTS" COLUMN:** Enter the cumulative amounts that have been requested to date for reimbursement by budget category. The final request should show the total of all requests; first through the final request (this amount cannot exceed the approved budget amount for that budget category for the Task(s) you are reporting on). Enter the column total on the *"TOTAL PAYMENT REQUEST"* line. **Do not enter anything in the shaded areas.**

**"MATCHING FUNDS" COLUMN:** Enter the amount to be claimed as match for the performance period for the Task(s) you are reporting on. This needs to be shown under specific budget categories according to the currently approved Grant Work Plan. Enter the total on the *"TOTAL AMOUNT"* line for this column. Enter the match budget amount on the *"TOTAL BUDGET (ALL TASKS)"* line for this column. Enter the total cumulative amount of this and any previous match claimed on the *"LESS TOTAL CUMULATIVE PAYMENTS OF"* line for this column. Deduct the *"LESS TOTAL CUMULATIVE PAYMENTS OF"* from the *"TOTAL BUDGET (ALL TASKS)"* for the amount to enter on the *"TOTAL REMAINING (ALL TASKS)"* line.

**"TOTAL CUMULATIVE MATCHING FUNDS" COLUMN:** Enter the cumulative amounts you have claimed to date for match by budget category. Put the total of all on the line titled *"TOTAL PAYMENT REQUEST."* The final request should show the total of all claims, first claim through the final claim, etc. **Do not enter anything in the shaded areas.**

**GRANTEE'S CERTIFICATION:** Check all boxes that apply. Identify any licensed professional service providers that certified work or services completed during the period included in the request for payment. **Must be signed by both the Grantee's Grant Manager as identified in the grant agreement and the Grantee's Fiscal Agent.**

**Documentation for match claims must meet the same requirements as those expenditures for reimbursement.**

# INVOICE SUMMARY INFORMATION

Contract #:

Grantee:

Payment Request #:

Complete the table below. Use the drop down lists to add categories. Enter one Task number per row and one Category per column.

Select only the categories that are in the contract task budget.

Also complete the **Contractual Detail** spreadsheet if the contractual category is funded in the Agreement/Task.

Also, complete the **Equip-Supplies-Expense** spreadsheet if the contractual category is funded in the Agreement/Task.

Also complete the **Salary/Fringe Detail** spreadsheet if the salary and fringe categories are funded in the Agreement/Task.

\*Include the match amount if match is required in the Agreement and is included in the invoice.

Formulas are included in some of the spreadsheet cells, denoted with "\$ - " .

		Provide Reimbursement Request Amounts by Category					Provide Amounts to Credit Towards Match by Category*				
		Select one budget category per column using the drop down lists					Select one budget category per column using the drop down lists				
Task/ Deliverable #	Performance Period - Date Range	Click here for drop down list	Click here for drop down list	Click here for drop down list	Click here for drop down list	Click here for drop down list	Click here for drop down list	Click here for drop down list	Click here for drop down list	Click here for drop down list	Comments
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Reimbursement Request:		\$ -									
Total Amount to Credit to Match:		\$ -									

## Budget Category Options:

Contractual

Supplies/Expense

Equipment

Salary

Fringe

Travel

Indirect

Land

## CONTRACTUAL DETAIL

Complete one table per Task containing Contractual Reimbursement Requests

Add rows as needed for each table. Add tables as needed, if more than two tasks are in the invoice.

Enter the contractual sum for each task into the Invoice Summary spreadsheet.

\*Include the match amount if match is required in the Agreement and is included in the invoice.

### Task/Deliverable #:

Performance Period - Date Range	Sub-contractor Name	Subcontractor Invoice Number	Sub-contractor Invoice Date	Check Number	Check Amount	Amount requested for reimbursement	Amount to credit towards Match*	Comments
Contractual Total for Task #___ :						\$ -	\$ -	

### Task/Deliverable #:

Performance Period - Date Range	Sub-contractor Name	Subcontractor Invoice Number	Sub-contractor Invoice Date	Check Number	Check Amount	Amount requested for reimbursement	Amount to credit towards Match*	Comments
Contractual Total for Task #___ :						\$ -	\$ -	



### EQUIPMENT AND SUPPLY/EXPENSE DETAIL

Complete one table for each task containing Equipment and Supply/Expense Reimbursement Requests  
 Add rows as needed for each table. Add tables as needed, if more than two tasks are in the invoice.  
 Enter the Equipment and Supplies/Expense sums for each task into the Invoice Summary spreadsheet.  
 \*Include the match amount if match is required in the Agreement and is included in the invoice.

Task/Deliverable #:						Supplies/Expense	Equipment	Supplies/Expense	Equipment	Comments
Performance Period - Date Range	Vendor Name	Invoice/Receipt Number	Invoice/Receipt Date	Check Number	Check Amount	Amount requested for reimbursement	Amount Requested for Reimbursement	Amount to credit towards Match*	Amount to credit towards Match*	
Totals:						\$ -	\$ -	\$ -	\$ -	

Task/Deliverable #:						Supplies/Expense	Equipment	Supplies/Expense	Equipment	Comments
Performance Period - Date Range	Vendor Name	Invoice/Receipt Number	Invoice/Receipt Date	Check Number	Check Amount	Amount requested for reimbursement	Amount Requested for Reimbursement	Amount to credit towards Match*	Amount to credit towards Match*	
Totals:						\$ -	\$ -	\$ -	\$ -	

## SALARY AND FRINGE DETAIL

Complete one table for each task containing Salary and Fringe Reimbursement Requests

Add rows as needed for each table. Add tables as needed, if more than two tasks are in the invoice.

Enter the Salary and Fringe sums for each task into the Invoice Summary spreadsheet.

\*Include the match amount if match is required in the Agreement and is included in the invoice.

Task/Deliverable #:

Position Title	Employee Name	Performance Period - Date Range	Hourly Wage	Fringe Rate (%)	No. Hours Worked for reimbursement	Salary Amount per employee for reimbursement	Fringe Amount per employee for reimbursement	No. hours worked for match	Salary to credit towards Match*	Fringe to credit towards Match*
						\$ -	\$ -		\$ -	\$ -
						\$ -	\$ -		\$ -	\$ -
						\$ -	\$ -		\$ -	\$ -
						\$ -	\$ -		\$ -	\$ -
						\$ -	\$ -		\$ -	\$ -
						\$ -	\$ -		\$ -	\$ -
						\$ -	\$ -		\$ -	\$ -
						\$ -	\$ -		\$ -	\$ -
						\$ -	\$ -		\$ -	\$ -
Totals for Task#						\$ -	\$ -		\$ -	\$ -

Task/Deliverable #:

Position Title	Employee Name	Performance Period - Date Range	Hourly Wage	Fringe Rate (%)	No. Hours Worked for reimbursement	Salary Amount per employee for reimbursement	Fringe Amount per employee for reimbursement	No. hours worked for match	Salary to credit towards Match*	Fringe to credit towards Match*
						\$ -	\$ -		\$ -	\$ -
						\$ -	\$ -		\$ -	\$ -
						\$ -	\$ -		\$ -	\$ -
						\$ -	\$ -		\$ -	\$ -
						\$ -	\$ -		\$ -	\$ -
						\$ -	\$ -		\$ -	\$ -
						\$ -	\$ -		\$ -	\$ -
						\$ -	\$ -		\$ -	\$ -
						\$ -	\$ -		\$ -	\$ -
Totals for Task#						\$ -	\$ -		\$ -	\$ -

## Instructions for Completing Request for Payment - Part II

Include the Grantee Name, Payment Request No., and DEP Agreement Number. List vendor invoices that are associated with the Project by Task/Deliverable.

- 1 **Invoice Amount:** Amount of Invoice being submitted for reimbursement.
- 2 **Local Share or Other Funding or Amount Not Requested:** Portion of invoice paid for by Grantee.  
**Requested Amount:** Subtract Grantee's Local Share or Other Funding or Amount Not Requested (2) from Invoice Amount (1).
- 3 **Deliverable Number:** Must identify completed deliverable(s) for each invoice. If invoice covers multiple deliverables, that invoice would be listed multiple times, a line item for each deliverable with any portion not applicable to that Task/Deliverable identified under (2).

### Submittal Instructions

#### **Instructions for E-mailing:**

The program now accepts reimbursement requests electronically. When scanning please be sure that the minimum scan resolution must be 300 DPI (dots per inch). When reimbursement requests are sent electronically, please do not also send a hard copy by postal mail.

#### **Remit Payment Request by E-mail to the Department's Grant Manager**

##### **Be sure the E-mail payment request includes the following:**

Subject: Project Number\_Disbursement Number: example – LP14025\_Disb\_1

##### *Attachments:*

- 1) Attachment B Payment Request Summary
- 2) Request for Payment Part II Reimbursement Detail
- 3) Copies of invoices
- 4) Other supporting documentation, as needed

**For questions or concerns regarding these forms or if you would like the payment request forms listed above in electronic format please contact the Department's Grant Manager.**

**Budget Category Options:**

[Click here for drop down list](#)

Contractual

Supplies/Expense

Equipment

Salary

Fringe

Travel

Indirect

Land

## ATTACHMENT C

### **Contract Payment Requirements Florida Department of Financial Services, Reference Guide for State Expenditures *Cost Reimbursement Contracts***

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved contract budget should be reimbursed.

Listed below are examples of the types of documentation representing the minimum requirements:

- (1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- (2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.  
  
Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.
- (3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.
- (4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.
- (5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.
- (6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: [http://www.fldfs.com/aadir/reference\\_guide.htm](http://www.fldfs.com/aadir/reference_guide.htm)

## ATTACHMENT D

# PROGRESS REPORT FORM

<b>DEP Agreement No.:</b>	LP06062		
<b>Grantee Name:</b>			
<b>Grantee Address:</b>			
<b>Grantee's Grant Manager:</b>		<b>Telephone No.:</b>	
<b>Reporting Period:</b>			
<b>Project Number and Title:</b>			
<p><b>Provide the following information for all tasks and deliverables identified in the Grant Work Plan: a summary of project accomplishments for the reporting period; a comparison of actual accomplishments to goals for the period; if goals were not met, provide reasons why; provide an update on the estimated time for completion of the task and an explanation for any anticipated delays and identify by task.</b></p> <p><b>NOTE: Use as many pages as necessary to cover all tasks in the Grant Work Plan.</b></p>			
<p><b><u>The following format should be followed:</u></b></p> <p><b>Task 1:</b></p> <p><b>Progress for this reporting period:</b></p> <p><b>Identify any delays or problems encountered:</b></p>			

This report is submitted in accordance with the reporting requirements of DEP Agreement No. LP06062 and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager

Date \_\_\_\_\_

## ATTACHMENT E

### SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement*) to the recipient (*which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

#### MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, 2 CFR Part 200, Subpart F, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

#### AUDITS

##### **PART I: FEDERALLY FUNDED**

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised (for fiscal year start dates prior to December 26, 2014), or as defined in 2 CFR §200.330 (for fiscal year start dates after December 26, 2014).

1. In the event that the recipient expends \$500,000 (\$750,000 for fiscal year start dates after December 26, 2014) or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F.
3. If the recipient expends less than \$500,000 (or \$750,000, as applicable) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, is not required. In the event that the recipient expends less than \$500,000 (or \$750,000, as applicable) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at [www.cfda.gov](http://www.cfda.gov)

## PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.state.fl.us/audgen>.

## PART III: OTHER AUDIT REQUIREMENTS

*(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)*

## PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, by or on behalf of the recipient directly to each of the following:



- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**

Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised, and 2 CFR §200.501(a) (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, and 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10th Street  
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised, and 2 CFR §200.512.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and any management letters issued by the auditor, to the Department of Environmental Protection at one the following addresses:

By Mail:

**Audit Director**

Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**

Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:  
[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

B. The Auditor General's Office at the following address:

State of Florida Auditor General  
Room 401, Claude Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450

4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**

Florida Department of Environmental Protection  
Office of the Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:  
[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, as revised and 2 CFR Part 200, Subpart F, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

## **PART V: RECORD RETENTION**

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of **5** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **3** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

**EXHIBIT – 1**

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

<b>Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:</b>					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

<b>State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:</b>					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

<b>State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:</b>						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	General Revenue Fund, Line Item 1600A	2016-2017	37.039	Statewide Surface Water Restoration and Wastewater Projects	\$200,000	140047

				Total Award	\$200,000	
--	--	--	--	-------------	-----------	--

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [[www.cfda.gov](http://www.cfda.gov)] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

## ATTACHMENT F

### PROPERTY REPORTING FORM FOR DEP AGREEMENT NO. LP06062

**GRANTEE:** List non-expendable equipment/personal property\* costing \$1,000 or more purchased under the above Agreement. Also list all upgrades\* under this Agreement, costing \$1,000 or more, of property previously purchased under a DEP agreement (identify the property upgraded and the applicable DEP agreement on a separate sheet). Complete the serial no./cost, location/address and property control number columns of this form.

DESCRIPTION OF PROPERTY	SERIAL NO. OR OTHER ID NO.	COST**	ACQUISITION DATE	LOCATION/ADDRESS

\*Not including software. \*\*Attach copy of invoice, bill of sale, or other documentation to support purchase.

GRANTEE: City of Lauderdale Lakes	Grantee's Project Manager:	Date:
-----------------------------------	----------------------------	-------

BELOW FOR DEP USE ONLY	
<b>DEP GRANT MANAGER:</b>	<b>MAINTAIN THIS DOCUMENT WITH A COPY OF THE INVOICES SUPPORTING THE COST OF EACH ITEM IDENTIFIED ABOVE IN YOUR AGREEMENT FILE. IF THE AGREEMENT IS A COST REIMBURSEMENT AGREEMENT, SEND THIS COMPLETED FORM ALONG WITH INVOICES SUPPORTING THE COST OF THE ITEMS TO FINANCE AND ACCOUNTING FOR THE PROCESSING OF THE GRANTEE'S/ INVOICE FOR PAYMENT.</b>
DEP Grant Manager Signature: _____	Date: _____

DEP FINANCE AND ACCOUNTING: No processing required by Finance & Accounting as the Grantee/Contractor is responsible for retaining ownership of the equipment/property upon satisfactory completion of the Contract.

DEP PROPERTY MANAGEMENT: No processing required by the Property Management section as the Grantee/Contractor will retain ownership of the equipment/property upon satisfactory completion of the Contract.

## CITY OF LAUDERDALE LAKES

### Agenda Cover Page

Fiscal Impact: Yes

Contract Requirement: No

#### Title

RESOLUTION 2017-027 AUTHORIZING TO REDUCE THAT CERTAIN LIEN ON REAL PROPERTY OWNED BY CAMILE COLA, GABRIEL COLA AND CHRISMENE COLA, AND LOCATED AT 3470 NW 32ND STREET

#### Summary

This resolution would authorize a lien reduction for the property located at 3470 NW 36th Street, Lauderdale Lakes, Florida in the amount of \$500.00.

#### Staff Recommendation

#### Background:

The City received an application for lien reduction at 3470 NW 32nd street for amount of \$500.00. The application states that the owners bought the property with the understanding that fines were attached to the property. The liens on the property were foreclosed with the foreclosure of the property.

The owners of the property Camile Cola and Chrismene Cola request that the liens be waived, if however that is not feasible then they request to pay \$500.00.

#### Funding Source:

General Fund

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

**Meeting Date:** 2/28/2017

#### ATTACHMENTS:

Description	Type
☐ Resolution 2017-027 - Reduction of Lien 3470 NW 32nd Street	Resolution
☐ Calculation Sheet - 3470 NW 32nd Street	Backup Material
☐ Lien Reduction Application - 3470 NW 32ND ST	Backup Material

RESOLUTION 2017-027

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO TAKE SUCH STEPS AS SHALL BE NECESSARY AND PROPER TO REDUCE THAT CERTAIN LIEN ON REAL PROPERTY OWNED BY CAMILE COLA, GABRIEL COLA AND CHRISMENE COLA, AND LOCATED AT 3470 NW 32<sup>ND</sup> STREET, LAUDERDALE LAKES, FLORIDA, ACCEPTING FIVE HUNDRED AND NO/100 (\$500.00) DOLLARS, WHICH REPRESENTS FULL PAYMENT ON CASE NO. 12-1890, ON THE REAL PROPERTY IDENTIFIED UPON EXHIBIT A, ATTACHED HERETO; AUTHORIZING THE DIRECTOR OF FINANCIAL SERVICES TO RELEASE AND SATISFY THE CITY'S CODE ENFORCEMENT LIEN; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, over the course of time, the City, in order to protect the values of the neighborhoods, has had to devote its efforts to abate certain nuisances, particularly overgrown lots, and

WHEREAS, pursuant to the applicable provisions of the Code of Ordinances, in those situations where the City has had to provide labor to abate nuisances on private property, the City has filed liens to recover the monies expended by the City in connection therewith, and

WHEREAS, an analysis of the amounts of such lien, as well as the age thereof, suggests that it would be economically impractical to pursue the collection of such lien in full and penalize the new owners and, therefore, the City has agreed to a reduction and release of its code enforcement lien,

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

Section 1. ADOPTION OF REPRESENTATIONS: The foregoing Whereas paragraphs are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

Section 2. RELEASE OF LIENS: The City Manager is hereby authorized and directed to take such steps as shall be necessary and proper to reduce that certain lien on real property owned by Camile Cola, Gabriel Cola and Chrismene Cola, and located at 3470 NW 32<sup>nd</sup> Street, Lauderdale Lakes, Florida accepting Five Hundred and No/100 (\$500.00) Dollars, which represents full payment on Case No. 12-1890, described upon Exhibit A, attached hereto.

Section 3. AUTHORIZATION: The Director of Financial Services is hereby authorized and directed to provide a release of lien in recordable form and satisfy the City's code enforcement lien.

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 28, 2017.

---

HAZELLE ROGERS, MAYOR

ATTEST:

---

SHARON HOUSLIN, CITY CLERK

JCB:jla

Sponsored by: EDWARD WALLACE, Code Compliance Supervisor/Development Services

**VOTE:**

Mayor Hazelle Rogers	_____	(For)	_____	(Against)	_____	(Other)
Vice-Mayor Veronica Edwards Phillips	_____	(For)	_____	(Against)	_____	(Other)
Commissioner Sandra Davey	_____	(For)	_____	(Against)	_____	(Other)
Commissioner Gloria Lewis	_____	(For)	_____	(Against)	_____	(Other)
Commissioner Beverly Williams	_____	(For)	_____	(Against)	_____	(Other)



**City of Lauderdale Lakes  
4300 North West 36 Street  
Lauderdale Lakes, FL 33319  
Lien Payoff Calculation**

Payoff Date: 3/25/2017  
Property Address: 3670 NW 39th Street  
Invoice Number N/A  
Date of Invoice: 10/23/2009  
Date of Compliance: 7/29/2016

<b>Submit this lien settlement form with payment made Payable to: City of Lauderdale Lakes</b>
<b>Code Board</b>
<b>Case No. 09-1008</b>
<b>Unpermitted patio/porch enclosure</b>

Number of Days: 2000 and Earlier:

2001	
2002	
2003	
2004	
2005	
2006	
2007	
2008	
2009	70
2010	365
2011	365
2012	366
2013	365
2014	365
2015	365
2016	211
	2,472

Total Days

Amount of Invoice:	\$	309,000.00
Administrative Fine:	\$	45.00
Recording Fee:	\$	35.00
Release Fee:	\$	35.00
Postage Fee:	\$	27.70
Total Due	\$	309,142.70

Daily Penalty Accrual: \$ 125.00

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](mailto:liens@lauderdalelakes.org)**

Payoff Date: 3/25/2017  
 Property Address: 3670 NW 39th Street  
 Invoice Number: N/A  
 Date of Invoice: 10/23/2009  
 Date of Compliance: 7/29/2016

<b>Submit this lien settlement form with payment made Payable to: City of Lauderdale Lakes</b>
<b>Code Board</b>
<b>Case No. 09-1009</b>
<b>Unpermitted window installation</b>

Number of Days: 2000 and Earlier:

2001	
2002	
2003	
2004	
2005	
2006	
2007	
2008	
2009	70
2010	365
2011	365
2012	366
2013	365
2014	365
2015	365
2016	211
<hr/>	
	<b>2,472</b>

Total Days

Amount of Invoice: \$ 309,000.00  
 Administrative Fine: \$ 45.00  
 Recording Fee: \$ 35.00  
 Release Fee: \$ 35.00  
 Postage Fee: \$ 27.70  
 Total Due \$ 309,142.70

Daily Penalty Accrual: \$ 125.00

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](mailto:liens@lauderdalelakes.org)**

**City of Lauderdale Lakes  
4300 North West 36 Street  
Lauderdale Lakes, FL 33319  
Lien Payoff Calculation**

Payoff Date: 3/25/2017  
Property Address: 3470 NW 32nd Street  
Invoice Number: 112348773  
Date of Invoice: 2/22/2013  
Date of Compliance: 10/20/2015

<b>Submit this lien settlement form with payment made Payable to: City of Lauderdale Lakes</b>
<b>Code Board</b>
<b>Case No. 12-1890</b>
<b>Residential Landscaping Maintenance</b>

Number of Days: 2000 and Earlier:

2001	
2002	
2003	
2004	
2005	
2006	
2007	
2008	
2009	
2010	
2011	
2012	
2013	313
2014	365
2015	365
	<b>1,043</b>

Total Days

Amount of Invoice:	\$	104,300.00
Administrative Fine:	\$	45.00
Recording Fee:	\$	35.00
Release Fee:	\$	35.00
Postage Fee:	\$	27.70
Lien Reduction:	\$	(90,741.00)
Total Due	\$	13,701.70

Daily Penalty Accrual: \$ 100.00

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](mailto:liens@lauderdalelakes.org)**

Payoff Date: 3/25/2017  
 Property Address: 3410 NW 43 AVE  
 Invoice Number: 51022/1034  
 Date of Invoice: 2/28/2014  
 Date of Compliance: 10/1/2014

<b>Submit this lien settlement form with payment made Payable to: City of Lauderdale Lakes</b>
<b>Code Board</b>
<b>Case No. 13-4380</b>
<b>Unpermitted mechanical work</b>

Number of Days: 2000 and Earlier:

2001	
2002	
2003	
2004	
2005	
2006	
2007	
2008	
2009	
2010	
2011	
2012	
2013	
2014	216
2015	-
<hr/>	
	<b>216</b>

Total Days

Amount of Invoice: \$ 21,600.00  
 Administrative Fine: \$ 45.00  
 Recording Fee: \$ 35.00  
 Release Fee: \$ 35.00  
 Postage Fee: \$ 27.70  
 Total Due \$ 21,742.70

Daily Penalty Accrual: \$ 100.00

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](mailto:liens@lauderdalelakes.org)**

**City of Lauderdale Lakes  
4300 North West 36 Street  
Lauderdale Lakes, FL 33319  
Lien Payoff Calculation**

Payoff Date: 3/25/2017  
Property Address: 3410 NW 43 AVE  
Invoice Number 51022/1032  
Date of Invoice: 2/28/2014  
Date of Compliance: 7/24/2015

<b>Submit this lien settlement form with payment made Payable to: City of Lauderdale Lakes</b>
<b>Code Board</b>
<b>Case No. 13-4381</b>
<b>Unpermitted partition and/or alteration work</b>

Number of Days: 2000 and Earlier:

2001	
2002	
2003	
2004	
2005	
2006	
2007	
2008	
2009	
2010	
2011	
2012	
2013	
2014	307
2015	205
<hr/>	
	<b>512</b>

Total Days

Amount of Invoice:	\$	51,200.00
Administrative Fine:	\$	45.00
Recording Fee:	\$	35.00
Release Fee:	\$	35.00
Postage Fee:	\$	27.70
Total Due	\$	<u><u>51,342.70</u></u>

Daily Penalty Accrual: \$ 100.00

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](mailto:liens@lauderdalelakes.org)**

## Lien Reduction Worksheet

**Property Address:** 3470 NW 32nd Street

**Owner:** Cola, Camile; Gabriel, Chrismene Cola

**Violation:** Residential Landscaping Maintenance **Case No.** 12-1890

**Date lien Started:** 2/22/2013 **Complied:** 10/20/2015

**Amount of Lien:** \$ 104,300.00

Complied Within	0-5 months	6-12 months	13-18 months	19-24 months	25 or more	Percentage:
Comm Standard Vio.					X	5%
Life Safety Vio.						0%
Years Outstanding	1 or less	2	3	4	5 or more	
			X			3%
Number of Violations	1	2	3	4	5 or more	
	X					1%
Homestead	Yes	No				
		X				5%
Unique Circumstances	Yes	No				
	X					-1%
Total Percentage Added:						13%

Reduced Amount: \$13,559.00

Application Fee: \$0.00

Administrative Fee: \$0.00

**Lien Settlement Amount:** **\$13,559.00**

CITY OF LAUDERDALE LAKES  
**LIEN REDUCTION PROGRAM APPLICATION**

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JAN 24 2017

The City **will not** consider a request for reduction if the property **is not** in compliance at the time the application is submitted. All corrections must be verified by the City and deemed in compliance before this application is considered.

CODE COMPLIANCE

Applicant's Name: Nalini Singh, Esq. c/o Jackson Singh, PLLC  
Mailing Address: 3470 NW 32 St, Lauderdale Lakes, FL 33309  
Telephone Number: (754) 245-1714 Fax: ( )  
Property Owner's Name: Camile Cola and Chrismene Cola Gabriel  
(Must include all names listed on the warranty deed)  
Property Address: 3470 NW 32 St, Lauderdale Lakes, FL 33309  
Folio Number or Property ID Number: 494219092100  
Number of Liens Included in this Application for Reduction: 1 - Case No. 12-1890  
Property Currently Occupied by (Check One): Owner ☒ Tenants ☐ Vacant ☐  
Nature of Property (Check One): Homestead ☒ Non-homestead ☐  
Do any of the following circumstances apply (proof required): see attached  
☐ Death of Property Owner or Immediate Family Member  
☐ Pending Foreclosure  
☐ Immediate Family Illness

**Signatures**

Applicant Nalini Singh Date 1/23/17  
If applicant is other than the owner, indicate relationship to owner: Attorney  
Owner(s): Camile Cola Chrismene Cola Gabriel

If this application is completed and presented by a person(s) other than property owner(s), such person(s) must present evidence to the City that the property owner(s) as listed on the warranty deed has consented to the submission of this application. In addition, the applicant is swearing or affirming by her or his signature that the application and contents thereof are accurate and true to the best of his or her belief. If an applicant gives false information to the City, the City may prosecute for making false written statement to a public servant subject to the terms F.S. 837.06.

For Office Use Only

Date of Compliance: \_\_\_\_\_  
Type of Violation:  
Life Safety (specify violation) \_\_\_\_\_  
Community Standard (specify violation) \_\_\_\_\_

	Payment Percentage	Case Criteria
Compliance (# of months in violation)		
Years Lien Outstanding		
Number of Violations (included in application)		
Nature of Property (Homestead/Non-Homestead)		
Unique Circumstances		
Payment Percentage		
X Amount of Lien		
Reduced Amount		
Application Fee	\$200	
Administrative Fee	\$250	
Total Lien Settlement Amount		

Reviewed By: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**City of Lauderdale Lakes  
4300 North West 36 Street  
Lauderdale Lakes, FL 33319  
Lien Payoff Calculation**

Payoff Date: 3/5/2017  
Property Address: 3470 NW 32nd Street  
Invoice Number: 112348773  
Date of Invoice: 2/22/2013  
Date of Compliance: 10/20/2015

Submit this lien settlement form with payment made Payable to: <b>City of Lauderdale Lakes</b>
<b>Code Board</b>
<b>Case No. 12-1890</b>
<b>Residential Landscaping Maintenance</b>

Number of Days: 2000 and Earlier:

2001	
2002	
2003	
2004	
2005	
2006	
2007	
2008	
2009	
2010	
2011	
2012	
2013	313
2014	365
2015	365
<b>Total Days</b>	<b>1,043</b>

Amount of Invoice: \$ 104,300.00

Administrative Fine: \$ 45.00

Recording Fee: \$ 35.00

Release Fee: \$ 35.00

Postage Fee: \$ 27.70

Lien Reduction: \$ (90,741.00)

Total Due \$ 13,701.70

Daily Penalty Accrual: \$ 100.00

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](mailto:liens@lauderdalelakes.org)**



## Lien Reduction Worksheet

**Property Address:** 3470 NW 32nd Street

**Owner:** Cola, Camile; Gabriel, Chrismene Cola

**Violation:** Residential Landscaping Maintenance **Case No.** 12-1890

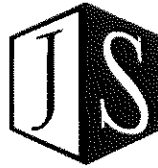
**Date lien Started:** 2/22/2013 **Complied:** ~~2/8/2016~~ 10/21/15

**Amount of Lien:** \$ 104,300.00

						Percentage:
Complied Within	0-5 months	6-12 months	13-18 months	19-24 months	25 or more	
Comm Standard Vio.					X	5%
Life Safety Vio.						0%
Years Outstanding	1 or less	2	3	4	5 or more	
			X			3%
Number of Violations	1	2	3	4	5 or more	
	X					1%
Homestead	Yes	No				
		X				5%
Unique Circumstances	Yes	No				
	X					-1%
Total Percentage Added:						13%

Reduced Amount:	\$13,559.00
Application Fee:	\$0.00
Administrative Fee:	\$0.00
<b>Lien Settlement Amount:</b>	<b>\$13,559.00</b>

+ Admin Fees



**JACKSON SINGH**  
ATTORNEYS AT LAW

January 23, 2017

To whom it may concern,

My clients are applying for a reduction of the fine associated with violation code board case No. 12-1890. My clients recently purchased this property on November 9, 2016 (see Exhibit A). They purchased the property with the understanding that this fine was attached to the property. The lien associated with this violation was extinguished when foreclosure case No. CACE 13-021344 was completed. The property was sold back to the bank on August 11, 2015 (see Exhibit B). It was then sold to Alfonso & Herrera Investments, LLC on February 17, 2016 (see Exhibit C).

This fine was accrued by the original owners, Esther R. Williams, Lauren I Williams, Sr, and Lauren Williams, Jr. They never attempted to pay this fine, nor did the subsequent 2 owners. This property has been in compliance since October 20, 2015. My clients want to clear this fine from the property so they can own it free and clear of any title issues. While my clients are willing and wanting to resolve this fine, they are dealing with hardships. They are caring for their daughter who has small children and are trying to make ends meet.

They ask that they are not penalized for the past owners actions. They respectfully request that the fine be cleared and wiped out. If this is not feasible, they request that it be reduced to an amount that they would be able to afford - \$500.00. Please consider the history of this violation and the roots of the fine, and realize that my clients are only trying to clear up the past actions that are affecting them and their property.

We look forward to your response.

Thank you.

Nalini Singh, Esq.

Partner

RECEIVED

JAN 24 2017

CODE COMPLIANCE

Exhibit A

Prepared by and return to:

Citadel Title & Escrow Company, LLC  
1515 N. University Drive Suite 118  
Coral Springs, FL 33071

File Number: CT16.268  
Will Call No.:

[Space Above This Line For Recording Data]

## Warranty Deed

**This Warranty Deed** made this 9 day of November, 2016 between Alfonso & Herrera Investments, LLC A Florida limited liability company whose post office address is 1840 NW 16 Street, Miami, FL 33125, grantor, and Camile Cola and Chrismene Cola Gabriel husband and wife whose post office address is 3740 NW 32 Street, Lauderdale Lakes, FL 33309, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

**Witnesse**th, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Broward County, Florida to-wit:

**Lot 13, Block 35, LAUDERDALE LAKES NORTH GATE SECTION 6, according to the map or plat thereof as recorded in Plat Book 58, Page 33, Public Records of Broward County, Florida.**

**Parcel Identification Number: 494219092100**

**Property Address: 3470 NW 32nd Street, Lauderdale Lakes, Florida 33309**

**Subject to taxes for 2016 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.**

**Together** with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

**To Have and to Hold**, the same in fee simple forever.

**And** the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2015.

**In Witness Whereof**, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

[Signature]  
Witness Name: Abel Alfonso Gonzales  
[Signature]  
Witness Name: Kathryn M Csapo

Alfonso & Herrera Investments, LLC, a Florida limited liability company

By: [Signature]  
Abel Alfonso Gonzales, Manager

State of Florida  
County of Broward

The foregoing instrument was acknowledged before me this 9 day of November, 2016 by Abel Alfonso Gonzales of Alfonso & Herrera Investments, LLC, on behalf of the company. He/she ☐ is personally known to me or ☒ has produced a driver's license as identification.

[Notary Seal]



[Signature]  
Notary Public  
Printed Name: Kathryn M Csapo  
My Commission Expires: \_\_\_\_\_

\*\*\*\* FILED: BROWARD COUNTY, FL Howard C. Forman, CLERK 8/11/2015 3:35:43 PM.\*\*\*\*

Exhibit B

**In the Circuit Court of the Seventeenth Judicial Circuit  
In and for Broward County, Florida**

GREEN TREE SERVICING LLC  
Plaintiff

CACE-13-021344

VS.

Division: 11

WILLIAMS, ESTHER R. ; BANK OF AMERICA, NATIONAL ASSOCIATION  
; LAUDERDALE LAKES CITY OF ; WILLIAMS, LAUREN I  
Defendant

**Certificate of Title**

The undersigned, Howard C. Forman, Clerk of the Court, certifies that he executed and filed a certificate of sale in this action on July 28, 2015, for the property described herein and that no objections to the sale have been filed within the time allowed for filing objections.

The following property in Broward County, Florida:

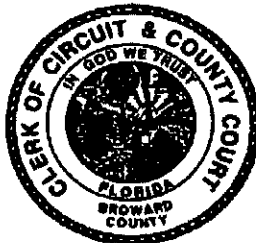
**Property Address: 3470 Northwest 32nd Street, Lauderdale Lakes, FL 33309**

**a. Legal Description: LOT 13, BLOCK 35 OF LAUDERDALE LAKES NORTH GATE SECTION 6, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 58, PAGE 33 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.**

**b. Parcel ID No. 494219-09-2100**

Was sold to: FEDERAL NATIONAL MORTGAGE ASSOCIATION  
7360 S. Kyrene Road Kyrene Building Tempe, AZ, 85283

Witness my hand and the seal of this court on August 11, 2015.



Howard C. Forman, Clerk of Circuit Courts  
Broward County, Florida

Total consideration: \$96,800.00  
Doc Stamps: \$677.60

RECEIVED

JAN 24 2017

CODE COMPLIANCE

Exhibit                     

**\$95,000.00**

This document prepared by and  
return to: Merling Vazquez  
Title & Abstract Agency of America, Inc.  
4630 Woodland Corporate Blvd  
Suite 160  
Tampa, FL 33614  
File # 15-289385  
REO # A150P69  
Parcel ID # 494219-09-2100

**SPECIAL WARRANTY DEED**

10.00  
665.00

**THIS SPECIAL WARRANTY DEED** Made this 17th day of February, 2016 by, Federal National Mortgage Association a/k/a Fannie Mae organized and existing under the laws of the United States of America, whose address is: P.O. Box 650043, Dallas, TX 75265-0043 hereinafter called the grantor, to Alfonso & Herrera Investments LLC, a Florida Limited Liability Company, whose mailing address is 1840 NW 16th Street, Miami, FL 33125, hereinafter called the grantee:

**WITNESSETH:** That the grantor, for and in consideration of the sum of \$10.00 and other good and valuable consideration, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the grantee, all that certain land in Broward County, Florida, to wit:

LOT 13, BLOCK 35, LAUDERDALE LAKES NORTH GATE SECTION 6, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 58, PAGE(S) 33 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

GRANTEE HEREIN SHALL BE PROHIBITED FROM CONVEYING CAPTIONED PROPERTY FOR A SALES PRICE OF GREATER THAN \$114,000.00 FOR A PERIOD OF 3 MONTH(S) FROM THE DATE OF THE RECORDING OF THIS DEED. GRANTEE SHALL ALSO BE PROHIBITED FROM ENCUMBERING SUBJECT PROPERTY WITH A SECURITY INTEREST IN THE PRINCIPAL AMOUNT OF GREATER THAN \$114,000.00 FOR A PERIOD OF 3 MONTH(S) FROM THE DATE OF THE RECORDING OF THIS DEED. THESE RESTRICTIONS SHALL RUN WITH THE LAND AND ARE NOT PERSONAL TO GRANTEE.

THIS RESTRICTION SHALL TERMINATE IMMEDIATELY UPON CONVEYANCE AT ANY FORECLOSURE SALE RELATED TO A MORTGAGE OR DEED OF TRUST.

Subject to taxes for the current year and all subsequent years; and conditions, restrictions, easements, limitations, reservations and zoning ordinances of record.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the grantor hereby covenants with said grantee that it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the said grantor.

IN WITNESS WHEREOF the grantor has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness Signature: Monique Y. Garcia

Printed Name: Monique Y. Garcia

Witness Signature: Merling Vazquez

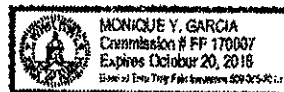
Printed Name: Merling Vazquez

Federal National Mortgage Association  
a/k/a Fannie Mae

By: Shapiro, Fishman and Gaché, LLP, as  
its Attorney-in-Fact

BY: Barbara C. Peddicord, Esq.

as authorized signatory for Shapiro, Fishman  
and Gaché, LLP, as Attorney-in-Fact for  
Federal National Mortgage Association a/k/a  
Fannie Mae



**STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH**

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Barbara C. Peddicord, Esq., as authorized signatory for Shapiro, Fishman and Gaché, LLP, as Attorney-in-Fact for Federal National Mortgage Association a/k/a Fannie Mae to me known and known to be the person described in and who executed the foregoing instrument as Authorized Signatory for the limited liability partnership named therein, and who acknowledged before me that he/she executed the same as such officer in the same and on behalf of said limited liability partnership.

WITNESS my hand and official seal in the county and State last aforesaid this 16 day of February, 2016.

Monique Y. Garcia  
Notary Public  
My Commission Expires:  
(SEAL)

RECEIVED

JAN 24 2017

MISCELLANEOUS PAYMENT RECPT#: 88313

City of Lauderdale Lakes - Liv

4300 NW 36th Street

Lauderdale Lakes FL 33319-5599

DATE: 01/25/17

TIME: 16:15

CLERK: glendab

DEPT: CODE COMPL

CUSTOMER#: 7284

JACKSON SING, PLLC

COMMENT:

CHG: LIENS CITY LIENS - CO 450.00

AMOUNT PAID: 450.00

PAID BY: JACKSON SING, PLLC

PAYMENT METH: CHECK

1147

REFERENCE: LIEN REDUC

AMT TENDERED: 450.00

AMT APPLIED: 450.00

CHANGE: .00

MARTY KIAR  
BROWARD  
COUNTY  
PROPERTY  
APPRAISER



Site Address	3470 NW 32 STREET, LAUDERDALE LAKES	ID #	4942 19 09 2100
Property Owner	COLA,CAMILE GABRIEL,CHRISMENE COLA	Millage	2012
Mailing Address	3740 NW 32 ST LAUDERDALE LAKES FL 33309	Use	01
Abbreviated Legal Description	LAUDERDALE LAKES NORTHGATE SEC 6 58-33 B LOT 13 BLK 35		

**The just values displayed below were set in compliance with Sec. 193.011, Fla. Stat., and include a reduction for costs of sale and other adjustments required by Sec. 193.011(8).**

Property Assessment Values					
Click here to see 2016 Exemptions and Taxable Values to be reflected on the Nov. 1, 2016 tax bill.					
Year	Land	Building	Just / Market Value	Assessed / SOH Value	Tax
2017	\$14,290	\$60,870	\$75,160	\$75,160	
2016	\$14,290	\$60,870	\$75,160	\$75,160	\$2,467.69
2015	\$14,290	\$60,870	\$75,160	\$73,820	\$2,794.29

2017 Exemptions and Taxable Values by Taxing Authority				
	County	School Board	Municipal	Independent
Just Value	\$75,160	\$75,160	\$75,160	\$75,160
Portability	0	0	0	0
Assessed/SOH	\$75,160	\$75,160	\$75,160	\$75,160
Homestead	0	0	0	0
Add. Homestead	0	0	0	0
Wid/Vet/Dis	0	0	0	0
Senior	0	0	0	0
Exempt Type	0	0	0	0
Taxable	\$75,160	\$75,160	\$75,160	\$75,160

Sales History				Land Calculations		
Date	Type	Price	Book/Page or CIN	Price	Factor	Type
11/9/2016	WD-Q	\$185,000	114036925	\$2.25	6,350	SF
2/16/2016	SWD-D	\$95,000	113524718			
7/28/2015	CET-D	\$96,800	113166049			
3/21/2006	QCD	\$34,000	41959 / 789			
10/13/1995	WD	\$65,000	24124 / 613			
				Adj. Bldg. S.F. (Card, Sketch)		1308
				Units/Beds/Baths		1/3/2

Special Assessments								
Fire	Garb	Light	Drain	Impr	Safe	Storm	Clean	Misc
20	L					LS		
R	1							
1								



6

I hereby certify that this document is a true and correct copy of ORDER IMPOSING MUNICIPAL CODE ENFORCEMENT AND ADMINISTRATIVE FINE the original of which is on file in the City Hall. WITNESS MY HAND AND OFFICIAL SEAL OF THE CITY OF LAUDERDALE LAKES, FLORIDA. This 27<sup>TH</sup> day of MARCH, 2013.  
[Signature]  
CITY CLERK

RETURN TO:  
CITY OF LAUDERDALE LAKES  
ATTN: FINANCE DEPARTMENT  
4300 NW 36 STREET  
LAUDERDALE LAKES, FL 33319

THIS INSTRUMENT PREPARED BY:  
ALAN L. GABRIEL, ESQ.  
WEISS SEROTA HELFMAN PASTORIZA  
BONISKE & COLE, PL  
200 East Broward Boulevard, Suite 1900  
Fort Lauderdale, Florida 33301

CITY OF LAUDERDALE LAKES  
CODE ENFORCEMENT  
SPECIAL MAGISTRATE

CITY OF LAUDERDALE LAKES,  
Broward County, Florida, A Florida  
municipal corporation,  
Petitioner,

CASE NO. 12-1890

v.

ESTHER R. WILLIAMS, LAUREN I WILLIAMS, SR.  
And LAUREN WILLIAMS, JR. ET AL  
Respondent(s).

**ORDER IMPOSING  
MUNICIPAL CODE ENFORCEMENT LIEN  
AND ADMINISTRATIVE FINE**

THIS MATTER, having come before the CITY OF LAUDERDALE LAKES, SPECIAL MAGISTRATE on the 13th day of March, 2013 on the Motion of the City Code Enforcement officer, pursuant to notice, to impose sanctions against said Respondent(s), ESTHER R. WILLIAMS, LAUREN I WILLIAMS, SR. And LAUREN WILLIAMS, JR. ET AL, for failure to comply with the Final Order of the Special Magistrate in this matter, pursuant to the authority of section 162.09, Florida Statutes, and the Special Magistrate having heard the testimony of the City Code Enforcement Officer, the witnesses and having reviewed its file in the matter, finds as follows:

- A. That Respondent(s) have violated section(s) LDR1001.16, failure to maintain residential landscaping, of the LAUDERDALE LAKES Code, contrary to the terms of the Final Order entered in the above styled matter on January 7th, 2013, together with any extensions thereto.
- B. The aforesaid violation of the aforementioned section(s) of the LAUDERDALE LAKES Code is a violation of the aforesaid Final Order, which has been served upon Respondent(s).
- C. Since February 21st, 2013, the date set for compliance by the aforesaid Final Order, Respondent(s) failed to comply therewith.
- D. Respondent(s) have accordingly violated the Final Order of the Special Magistrate as detailed above, and the said violation(s) shall be punished by fine of \$100.00 for each day

(2)

each such violation continued to exist after the date set for compliance, the same being \$100.00 per day commencing February 22nd, 2013. This fine shall continue to accrue until such time as the Respondent shall comply with said Final Order and notify the Code Enforcement Officer 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(s) shall be fined the sum of \$100.00 per day for each day each such violation of the Special Magistrate's Final Order in this matter as aforesaid continued to exist after the date set for compliance, for an administrative penalty of ONE HUNDRED and 00/100ths (\$100.00) dollars per day commencing February 22nd, 2013 as set forth above, plus the \$45.00 administrative fine to cover costs incurred by the City in the prosecution of this matter. This fine shall continue to accrue until such time as the Respondent shall comply with said Final Order and notify the Code Enforcement Officer 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 CITY OF LAUDERDALE LAKES Finance Department 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 Respondent(s), and the following described real property of Respondent(s) as provided in section 162.09, Florida Statutes, and to proceed with the enforcement and collection of same as provided by law, to wit:

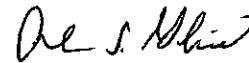
3470 NW 32 Street, Lauderdale Lakes, Florida

LAUDERDALE LAKES NORTHGATE SEC 6 58-33 B LOT 13 BLK 35  
FOLIO #4942 19 09 2100

**DONE AND ORDERED** in LAUDERDALE LAKES, Broward County, Florida, this 13th day of March, 2013.

CITY OF LAUDERDALE LAKES

BY:



ALAN L. GABRIEL, ESQUIRE  
SPECIAL MAGISTRATE

Copies furnished:  
ESTHER R. WILLIAMS, LAUREN I WILLIAMS, SR.  
And LAUREN WILLIAMS, JR. ET AL  
(CERTIFIED MAIL)  
Code Enforcement Division  
City Clerk  
Code Inspector

12-1890