



**City of Lauderdale Lakes**

**Commission Meeting Agenda**

**Commission Chambers**

**February 14, 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

---

**Revised: February 10, 2017**

---

**1. CALL TO ORDER**

**2. ROLL CALL**

**3. INVOCATION AND PLEDGE OF ALLEGIANCE**

**A.** SHARON THOMAS, CITY RESIDENT, WILL LEAD THE PLEDGE OF ALLEGIANCE

**4. PROCLAMATIONS/PRESENTATIONS**

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

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

**A.** APPROVAL OF MINUTES

January 23, 2017 Commission Workshop Minutes

January 24, 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**

**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.

**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.

**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.

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

**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.

- 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.

- 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.

- 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.

**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.

- 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.

**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.

---

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

---

# CITY OF LAUDERDALE LAKES

## Agenda Cover Page

Fiscal Impact:

Contract Requirement:

Title
-------

### APPROVAL OF MINUTES

Summary
---------

January 23, 2017 Commission Workshop Minutes

January 24, 2017 Commission Meeting Minutes

Staff Recommendation
----------------------

**Background:**

**Funding Source:**

**Sponsor Name/Department:**

**Meeting Date:** 2/14/2017

#### ATTACHMENTS:

Description	Type
<input type="checkbox"/> January 23, 2017 Commission Workshop Minutes	Backup Material
<input type="checkbox"/> January 24, 2017 Commission Meeting Minutes	Backup Material



## 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

---

### WORKSHOP MEETING MINUTES

Alphonso Gereffi Room

January 23, 2017

5:00 PM

---

#### 1. CALL TO ORDER

Mayor Hazelle Rogers called the Commission Workshop to order at 5:00 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 ATTENDING

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

#### 3. DISCUSSION

##### JANUARY 24, 2017 AGENDA REVIEW

This discussion serves to review the January 24, 2017 Commission Meeting Agenda.

City Manager Phil Alleyne reviewed the January 24, 2017 Commission Agenda with the Commission as follows:

ITEM 7A - ORDINANCE 2017-001 AMENDING DIVISION 2 OF ARTICLE VI OF CHAPTER 46 OF THE CODE OF ORDINANCES; CREATING SECTION 46-293, ENTITLED "INTERIM FIRE RESCUE ASSESSMENT" PERTAINING TO THOSE PROPERTIES RECEIVING A TEMPORARY OR PERMANENT CERTIFICATE OF OCCUPANCY SUBSEQUENT TO THE PASSAGE OF THE ANNUAL FIRE ASSESSMENT RESOLUTION FOR THE FISCAL YEAR IN WHICH SUCH CERTIFICATE OF OCCUPANCY IS ISSUED

There was no discussion related to this item.

ITEM 7B - ORDINANCE 2017-002 OF THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES, BROWARD COUNTY, FLORIDA, RELATING TO CANNABIS DISPENSING FACILITIES; ADOPTING FINDINGS OF FACT; PROVIDING DEFINITIONS; IMPOSING A TEMPORARY

MORATORIUM ON THE OPENING OF ANY NEW CANNABIS DISPENSING FACILITY; DIRECTING THE DIRECTOR OF DEVELOPMENT SERVICES TO RECOMMEND LAND DEVELOPMENT REGULATIONS FOR CANNABIS DISPENSING FACILITIES BY A DATE CERTAIN

There was no discussion related to this item.

ITEM 9A - RESOLUTION 2017-007 APPOINTING OR REAPPOINTING MEMBERS TO THE BEAUTIFICATION ADVISORY BOARD

ITEM 9B - RESOLUTION 2017-008 APPOINTING OR REAPPOINTING MEMBERS TO THE ECONOMIC DEVELOPMENT ADVISORY BOARD

ITEM 9C - RESOLUTION 2017-009 APPOINTING OR REAPPOINTING MEMBERS TO THE HISTORIC PRESERVATION BOARD

ITEM 9D - RESOLUTION 2017-010 APPOINTING OR REAPPOINTING MEMBERS TO THE PARKS AND RECREATION BOARD

ITEM 9E - RESOLUTION 2017-011 APPOINTING OR REAPPOINTING MEMBERS TO THE SCHOOL ADVISORY BOARD

There was no discussion related to Items 9A - 9E.

ITEM 10A - RESOLUTION 2017-002 SETTING FORTH THE CITY'S 2017 STATE LEGISLATIVE AGENDA

Celestine Dunmore, Economic Development Manager provided an overview of the State and Federal Legislative Agenda for 2017. Ms. Dunmore responded to questions from the Commission and advised that there are three priority projects which are Stormwater Conveyance and Water Quality Improvements, Crime Reduction and Comprehensive Sidewalk Improvement Project. Yolanda Cash Jackson, Lobbyist with Becker and Poliakoff was available via telephone.

ITEM 10B - RESOLUTION 2017-003 SETTING FORTH THE CITY'S 2017 FEDERAL LEGISLATIVE AGENDA

Discussed under Item 10A

ITEM 10C - RESOLUTION 2017-012 REPEALING RESOLUTION NO. 2016-13, ADOPTED ON FEBRUARY 23, 2016, AND SUBSTITUTING THIS RESOLUTION RATIFYING THE ACCEPTANCE OF THE OFFER OF DEDICATION BY THE LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY ("CRA"), A BODY POLITIC, REGARDING THAT CERTAIN ROADWAY KNOWN AS "SOMERSET DRIVE," AS MORE FULLY REFLECTED UPON EXHIBIT "A," ATTACHED HERETO.

City Attorney James Brady explained that the dedication was previously done; however, the survey that was attached to the Resolution for recording was incorrect and the Resolution had to be repealed and redone.

ITEM 10D - RESOLUTION 2017-013 AUTHORIZING THE CITY MANAGER TO EXECUTE THE RELEASE OF LIENS PERTAINING TO 3400 NW 33RD AVENUE, LAUDERDALE LAKES, FLORIDA

There was no discussion related to this item.

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

#### **5. ADDITIONAL WORKSHOP ITEMS**



**A. DISCUSSION REGARDING REESTABLISHING THE CIVIL SERVICE BOARD**

This is a discussion regarding the process for reestablishing the Civil Service Board.

D'Andrea Giddens-Jones, Director of Human Resources and Risk Management provided information from the Code of Ordinance regarding the guidelines for establishing the Civil Service Board. Ms. Giddens-Jones stated that she will work with the City Clerk to establish an application and election process for selecting members to the Board. Discussion ensued regarding the application process, qualifications for membership, the employee member, and the employee grievance process.

The consensus of the Commission is to move forward with reestablishing the Civil Service Board.

**B. DISCUSSION REGARDING STORAGE FACILITIES**

This is a discussion at the request of Mayor Hazelle Rogers regarding storage facilities within the City of Lauderdale Lakes.

Mayor Hazelle Rogers spoke as the sponsor of the item and asked if other properties are included in the Development Process for the City and not just storage facilities. Mayor Rogers stated that she does not feel that storage facilities should not be excluded and the City should look at location and design. Mayor Rogers asked City staff what other properties are being developed. City Manager Phil Alleyne informed the Commission of properties within the City that are being developed and those where storage facilities are being proposed. City Attorney James Brady chimed in that the owner of the Bowling Alley wants to build a storage facility.

Tanya Davis-Hernandez, Director of Development Services responded to questions from the Commission parking within the proposed site and other properties within the City that storage is being considered.

Discussion ensued regarding commercial and industrial use, rezoning, the demand for storage facilities within the City, the number of storage facilities within the City, number of storage facilities in surrounding cities, the economic impact storage facilities have on the City. Ms. Hernandez spoke regarding the B-4 District.

The Commission provided directive to staff to look at the parking in Oriole Plaza. City Attorney James Brady stated that for the information of developers in the audience the Commission should provide consensus of whether or not storage will be considered.

Leigh Kerr spoke regarding renovated 3849-3923 N.W. 19th Street to self storage.

The developer for the Bowling Alley asked if the Commission could identify which storage the Commission would be willing to consider.

Discussion ensued regarding the Code of Ordinance Books in the Commission Office.

**C. DISCUSSION REGARDING CODE ENFORCEMENT CITATIONS**

This is a discussion at the request of Mayor Hazelle Rogers regarding code enforcement citations.

Mayor Rogers advised the Commission if they have items of concern they could add it to the Workshop for discussion.

Mayor Rogers spoke regarding the limitations and timelines for Code Enforcement and asked the Commission to be patient with the process.

Discussion ensued regarding the transition period and cost savings for code enforcement, residents concerns that they are reporting and nothing is happening, code violations and citations issued.

Edward Wallace, Code Compliance Supervisor explained the Code Compliance process and explained the difference between notice of courtesy and citations. Mr. Wallace stated that officers are instructed to speak with the homeowner before leaving a notice and if the notice is not abided

by, they allow an extension at the Supervisor discretion, afterwards they would receive a violation, thereafter the special magister gives them reasonable time to comply and if the property is still not bought to compliance fines starts to accumulate. Mr. Wallace stated that state statues allows reasonable time to comply.

Discussion ensued regarding the Town Hall Meeting that will take place February 9, 2017 in the Multipurpose Building.

**D. DISCUSSION REGARDING THE LAUDERDALE LAKES COMMUNITY BALLROOM**

This is a discussion at the request of Mayor Hazelle Rogers regarding the Lauderdale Lakes Community Ballroom.

Tanya Davis-Hernandez provided an update and responded to questions regarding the Community Ballroom. Discussion ensued regarding parking within the Oriole Plaza. Ms. Davis-Hernandez stated that she would provide the Commission with an analysis of the parking within Oriole Plaza.

**E. DISCUSSION REGARDING THE CITY'S POSITION ON RENTALS AND DIVERSITY IN HOUSING STOCK**

This is a discussion at the request of Mayor Hazelle Rogers regarding the City's position on rentals and diversity in housing stock.

Mayor Rogers spoke regarding the diversity of the types of housing in Lauderdale Lakes. Discussion ensued amongst the Commission regarding the number of apartment buildings that are being proposed within the City.

**6. REPORTS**

Meeting was adjourned at 7:28 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."

---

HAZELLE ROGERS, MAYOR

ATTEST:

---

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

---

**COMMISSION MEETING MINUTES**  
**Commission Chambers**  
**January 24, 2017**  
**7:00 PM**

---

**1. CALL TO ORDER**

Mayor Hazelle Rogers called the January 24, 2017 Commission Workshop to order at 7:00 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 ATTENDING**

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**

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

**A. APPROVAL OF MEETING MINUTES**

January 9, 2017 Commission Workshop Minutes  
January 10, 2017 Commission Meeting Minutes

Commissioner Beverly Williams made a motion to approve the January 9, 2017 Commission Workshop Minutes and the January 10, 2017 Commission Meeting Minutes. Vice-Mayor Veronica Edwards Phillips seconded the motion. There was a unanimous voice vote of approval. Minutes were passed 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.

Barbara Smith, City resident, thanked the Commission for their expressions of sympathy during the lost of her loved one.

Byron Maylor, City resident, spoke regarding code enforcement citations, the installation of a 4-Way stop sign on N.W. 34 Street and N.W. 35th Ave, and the time allotted for petitions from the public.

Rondon Forbes, City resident thanked the City for repairing the broken sidewalk in front of his home.

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

- A.** ORDINANCE 2017-001 AMENDING DIVISION 2 OF ARTICLE VI OF CHAPTER 46 OF THE CODE OF ORDINANCES; CREATING SECTION 46-293, ENTITLED "INTERIM FIRE RESCUE ASSESSMENT" PERTAINING TO THOSE PROPERTIES RECEIVING A TEMPORARY OR PERMANENT CERTIFICATE OF OCCUPANCY SUBSEQUENT TO THE PASSAGE OF THE ANNUAL FIRE ASSESSMENT RESOLUTION FOR THE FISCAL YEAR IN WHICH SUCH CERTIFICATE OF OCCUPANCY IS ISSUED

This Ordinance would allow for the City to collect an Interim Fire Assessment to bridge the gap between when properties receiving a temporary or permanent Certificate of Occupancy subsequent to the passage of the Annual Fire Assessment Resolution for the Fiscal Year in which such Certificate of Occupancy is issued. This Ordinance was approved on first reading at the January 10, 2017 Commission Meeting.

City Attorney Brady Read the following Ordinance by title only:

### **ORDINANCE 2017-001**

AN ORDINANCE AMENDING DIVISION 2 OF ARTICLE VI OF CHAPTER 46 OF THE CODE OF ORDINANCES; CREATING SECTION 46-293, ENTITLED "INTERIM FIRE RESCUE ASSESSMENT" PERTAINING TO THOSE PROPERTIES RECEIVING A TEMPORARY OR PERMANENT CERTIFICATE OF OCCUPANCY SUBSEQUENT TO THE PASSAGE OF THE ANNUAL FIRE ASSESSMENT RESOLUTION FOR THE FISCAL YEAR IN WHICH SUCH CERTIFICATE OF OCCUPANCY IS ISSUED; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN CODE; PROVIDING AN EFFECTIVE DATE.

Commissioner Beverly Williams made a motion to move Ordinance 2017-001 to the floor for discussion. Vice-Mayor Veronica Edwards Phillips seconded the motion. There was a unanimous voice vote of approval.

Mayor Rogers asked if there was any discussion. Hearing no discussion, 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.** ORDINANCE 2017-002 OF THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES, BROWARD COUNTY, FLORIDA, RELATING TO CANNABIS DISPENSING FACILITIES; ADOPTING FINDINGS OF FACT; PROVIDING DEFINITIONS; IMPOSING A TEMPORARY MORATORIUM ON THE OPENING OF ANY NEW CANNABIS DISPENSING FACILITY; DIRECTING THE DIRECTOR OF DEVELOPMENT SERVICES TO RECOMMEND LAND DEVELOPMENT REGULATIONS FOR CANNABIS DISPENSING FACILITIES BY A DATE CERTAIN

This Ordinance is imposing a temporary moratorium for twelve months (12) on the opening of any

new cannabis dispensing facility. This Ordinance was approved on first reading at the January 10, 2017 Commission Meeting.

City Attorney Brady Read the following Ordinance by title only:

ORDINANCE 2017-002

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES, BROWARD COUNTY, FLORIDA, RELATING TO CANNABIS DISPENSING FACILITIES; ADOPTING FINDINGS OF FACT; PROVIDING DEFINITIONS; IMPOSING A TEMPORARY MORATORIUM ON THE OPENING OF ANY NEW CANNABIS DISPENSING FACILITY; DIRECTING THE DIRECTOR OF DEVELOPMENT SERVICES TO RECOMMEND LAND DEVELOPMENT REGULATIONS FOR CANNABIS DISPENSING FACILITIES BY A DATE CERTAIN; PROVIDING FOR PENALTIES; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN CODE; PROVIDING AN EFFECTIVE DATE.

Commissioner Beverly Williams made a motion to move Ordinance 2017-002 to the floor for discussion. Vice-Mayor Veronica Edwards Phillips seconded the motion. There was a unanimous voice vote of approval.

Mayor Rogers asked if there was any discussion. Discussion ensued. Mayor Rogers asked if there is any further discussion. Hearing no discussion, 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

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

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

City Attorney Brady read the following Resolutions by title only:

RESOLUTION 2017-007

A RESOLUTION APPOINTING OR REAPPOINTING MEMBERS TO THE BEAUTIFICATION ADVISORY BOARD; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

RESOLUTION 2017-008

A RESOLUTION APPOINTING OR REAPPOINTING MEMBERS TO THE ECONOMIC DEVELOPMENT ADVISORY BOARD; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE

RESOLUTION 2017-009

A RESOLUTION APPOINTING OR REAPPOINTING MEMBERS TO THE HISTORIC PRESERVATION BOARD; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE

RESOLUTION 2017-010

A RESOLUTION APPOINTING OR REAPPOINTING MEMBERS TO THE PARKS AND RECREATION BOARD; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE

RESOLUTION 2017-011

A RESOLUTION APPOINTING OR REAPPOINTING MEMBERS TO THE SCHOOL ADVISORY BOARD; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

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

Mayor Rogers asked if there were any pulls. Hearing no pulls, 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 2017-007 APPOINTING OR REAPPOINTING MEMBERS TO THE BEAUTIFICATION ADVISORY BOARD**

This Resolution serves to appoint designated individuals to the Beautification Advisory Board. The term of the appointed members will run concurrent with the appointing Mayor or Commissioner.

Approved on Consent

**B. RESOLUTION 2017-008 APPOINTING OR REAPPOINTING MEMBERS TO THE ECONOMIC DEVELOPMENT ADVISORY BOARD**

This Resolution serves to appoint designated individuals to the Economic Development Advisory Board. The term of the appointed members will run concurrent with the appointing Mayor or Commissioner. Two (2) additional members are appointed by the entire Commission.

Approved on Consent

**C. RESOLUTION 2017-009 APPOINTING OR REAPPOINTING MEMBERS TO THE HISTORIC PRESERVATION BOARD**

This Resolution appoints designated individuals to the Historic Preservation Board. The term of the appointed members will run concurrent with the appointing Mayor or Commissioner.

Approved on Consent

**D. RESOLUTION 2017-010 APPOINTING OR REAPPOINTING MEMBERS TO THE PARKS AND RECREATION BOARD**

This Resolution appoints designated individuals to the Parks and Recreation Board. The term of the appointed members will run concurrent with the appointing Mayor or Commissioner.

Approved on Consent

**E. RESOLUTION 2017-011 APPOINTING OR REAPPOINTING MEMBERS TO THE SCHOOL ADVISORY BOARD**

This resolution serves to appoint designated individuals to the School Advisory Board. The term of

the appointed members will run concurrent with the appointing Mayor or Commissioner.

Approved on Consent

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

### **A. RESOLUTION 2017-002 SETTING FORTH THE CITY'S 2017 STATE LEGISLATIVE AGENDA**

This is a Resolution adopting the proposed 2017 State Legislative Agenda for the City of Lauderdale Lakes. Upon review and adoption, the City of Lauderdale Lakes State Legislative Agenda will be forwarded to the City's State Lobbyists, Legislative Delegation and other governmental entities for consideration.

City Attorney Brady read the following Resolution by title only:

#### **RESOLUTION 2017-002**

A RESOLUTION SETTING FORTH THE CITY OF LAUDERDALE LAKES 2017 STATE LEGISLATIVE AGENDA; PROVIDING DIRECTIONS TO THE CITY'S STATE LOBBYISTS; PROVIDING INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

Commissioner Gloria Lewis made a motion to move Resolution 2017-002 to the floor for discussion. Commissioner Beverly Williams seconded the motion. There was a unanimous voice vote of approval.

Mayor Rogers asked for a brief update on the Legislative Agenda. Economic Development Manager Celeste Dunmore provided an update. Mayor Rogers asked if there was any discussion. Hearing no discussion, 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 2017-003 SETTING FORTH THE CITY'S 2017 FEDERAL LEGISLATIVE AGENDA**

This is a Resolution adopting the proposed 2017 Federal Legislative Agenda for the City of Lauderdale Lakes. Upon review and adoption, the City of Lauderdale Lakes Federal Legislative Agenda will be forwarded to the City's Federal Lobbyists, Legislative Delegation and other governmental entities for consideration.

City Attorney Brady read the following Resolution by title only:

#### **RESOLUTION 2017-003**

A RESOLUTION SETTING FORTH THE CITY'S 2017 FEDERAL LEGISLATIVE AGENDA; PROVIDING DIRECTIONS TO THE CITY'S FEDERAL LOBBYISTS; PROVIDING INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

Commissioner Beverly Williams made a motion to move Resolution 2017-003 to the floor. Vice-Mayor Veronica Edwards Phillips seconded the motion. There was a unanimous voice vote of approval.

Mayor Rogers asked if there was any discussion. Hearing no discussion, 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

- C. RESOLUTION 2017-012 REPEALING RESOLUTION NO. 2016-13, ADOPTED ON FEBRUARY 23, 2016, AND SUBSTITUTING THIS RESOLUTION RATIFYING THE ACCEPTANCE OF THE OFFER OF DEDICATION BY THE LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY ("CRA"), A BODY POLITIC, REGARDING THAT CERTAIN ROADWAY KNOWN AS "SOMERSET DRIVE," AS MORE FULLY REFLECTED UPON EXHIBIT "A," ATTACHED HERETO.

This Resolution would repeal Resolution No. 2016-13 and ratify the acceptance of the offer of dedication of all of Somerset Drive right-of-way to the City of Lauderdale Lakes made by the CRA.

City Attorney Brady read the following Resolution by title only:

#### RESOLUTION 2017-012

A RESOLUTION REPEALING RESOLUTION NO. 2016-13, ADOPTED ON FEBRUARY 23, 2016, AND SUBSTITUTING THIS RESOLUTION RATIFYING THE ACCEPTANCE OF THE OFFER OF DEDICATION BY THE LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY ("CRA"), A BODY POLITIC, REGARDING THAT CERTAIN ROADWAY KNOWN AS "SOMERSET DRIVE," AS MORE FULLY REFLECTED UPON EXHIBIT A, ATTACHED HERETO; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

Commissioner Beverly Williams made a motion to move Resolution 2017-012 to the floor for discussion. Commissioner Beverly Williams seconded the motion. There was a unanimous voice vote of approval.

Mayor Rogers asked for an explanation of the item. City Attorney James Brady explained the Resolution. Mayor Rogers asked if there was any further discussion. Hearing no discussion, Mayor Rogers requested a roll call:

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

Motion passed: 4-1

- D. RESOLUTION 2017-013 AUTHORIZING THE CITY MANAGER TO EXECUTE THE RELEASE OF LIENS PERTAINING TO 3400 NW 33RD AVENUE, LAUDERDALE LAKES, FLORIDA

This is a Resolution pertaining to a lien reduction. The representative for the owner/buyer of the property located at 3400 NW 33rd Avenue has requested a settlement of \$19,117.90 for code board liens valued at \$251,100.

City Attorney Brady read the following Resolution by title only:

#### RESOLUTION 2017-013

A RESOLUTION ACCEPTING A SETTLEMENT OFFER FOR THE PAYMENT OF A CODE ENFORCEMENT LIEN REGARDING THE PROPERTY HAVING A CIVIL STREET ADDRESS OF 3400 NORTHWEST 33RD AVENUE, LAUDERDALE LAKE, FLORIDA, OWNED BY ELIZABETH GORDON AND



DESORIE STAFFORD, IN CONSIDERATION OF THE PAYMENT OF NINETEEN THOUSAND ONE HUNDRED SEVENTEEN AND 90/100 (\$19,117.90) DOLLARS; PROVIDING FOR A RELEASE; PROVIDING FOR INSTRUCTIONS TO THE CITY MANAGER; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

Commissioner Beverly Williams made a motion to move Resolution 2017-013 to the floor for discussion. Vice-Mayor Veronica Edwards Phillips seconded the motion. There was a unanimous voice vote of approval.

Mayor Rogers asked if there was any discussion. Hearing no discussion, 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

**E. RESOLUTION 2017-014 RATIFYING THE CITY MANAGER'S FILING OF THE CITY'S FISCAL YEAR 2017, PERIOD 2 (NOVEMBER), FINANCIAL ACTIVITY REPORT**

This Resolution serves to ratify the filing and presentation of the City's Fiscal Year 2017 November (Period 2) - Financial Activity Report provided by the Financial Services Department.

City Attorney Brady read the following Resolution by title only:

**RESOLUTION 2017-014**

A RESOLUTION RATIFYING THE CITY MANAGER'S FILING OF THE CITY'S FISCAL YEAR 2017, PERIOD 2 (NOVEMBER), 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.

Commissioner Beverly Williams made a motion to move Resolution 2017-013 to the floor for discussion. Vice-Mayor Veronica Edwards Phillips seconded the motion. There was a unanimous voice vote of approval.

Susan Gooding-Liburd, Director of Financial Services responded to questions from the Commission regarding the November Financial Activity Report

Mayor Rogers asked if there was any discussion. Hearing no discussion, 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 Rogers stated that the city is reinstating the Civil Services Board; that no decision has been made

regarding the storage facility; spoke regarding code enforcement, and the City's position on housing property and diversity in homes.

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

Commissioner Veronica Edwards thanked the residents in attendance and those who came to the workshop; thanked City resident Kim Johnson for her dedication to the City of Lauderdale Lakes, spoke regarding school boundaries proposal; and spoke about programs at Lauderdale Lakes Middle School.

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

- Commissioner Sandra Davey thanked the residents in attendance and those viewing by television; encouraged residents to come to the workshop; and wished everyone a good night.
- Commissioner Beverly Williams congratulated everyone who were appointed or reappointed to Advisory Boards; spoke regarding the good work from police officers in Lauderdale Lakes; spoke regarding the Lauderdale Lakes Community Garden and stated that 31 bags of vegetables were provided to seniors; welcomed everyone to the Community Garden and learn how to grow vegetables; and thanked everyone for coming to the meeting.
- Commissioner Gloria Lewis spoke regarding school boundaries; wished Captain Dunbar Happy Birthday; complimented Commissioner Beverly Williams; spoke regarding code enforcement citations; and address city resident Byron Maylor's concern regarding a 4-Way stop sign at N.W. 34th Street and N.W. 35th Avenue.

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

City Manager Phil Alleyne stated that on Thursday, February 9, 2017 at 6:00 p.m. there will be a Code Enforcement Education at the Multipurpose Center; the Martin Luther King Even will take place at Willie Webb Park on Saturday, February 11 at 9:00 p.m., a Food Distribution will be held on February 11, 2017 at 9:00 a.m. at Willie Webb Park, on Saturday, February 25, 2017 the City of Miramar will be hosting the Dominos Tournament, and six new businesses joined the City in November of 2016.

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

### **17. ADJOURNMENT**

Meeting adjourned at 8:17 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."

---

HAZELLE ROGERS, MAYOR

ATTEST:

---

SHARON HOUSLIN, CITY CLERK

## CITY OF LAUDERDALE LAKES

### Agenda Cover Page

Fiscal Impact: Yes

Contract Requirement:

Title
-------

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

Summary
---------

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.

Staff Recommendation
----------------------

#### **Background:**

In September of 2016, the Lauderdale Lakes City Commission adopted ten ordinances comprising of comprehensive amendments to the City's Code of Ordinances. These amendments added new language to the appearance and safety codes to enable the Code Compliance Division to address matters of concern that were not previously citable under the City's code provisions, incorporated revisions that added additional breadth and/or restrictions to the Code, and also provides for improved administration and enforcement of code provisions. On October 24, 2016, this item was put on the workshop agenda for discussion, the Commission provided feedback and staff responding to that feedback with correction for review tonight.

This Ordinance serves as the final step in the comprehensive amendment of the City's Code, and addresses the following:

1. Jurisdictional designations for the Code Enforcement Board and Special Masters.
2. Appointment of members to the Code Enforcement Board.
3. Revision of notice requirements.
4. Civil penalties for violations of amended code sections.
5. Providing for a funding source for the Code Enforcement Trust Fund.

#### **Funding Source:**

To be determined by the City Commission.

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

**Meeting Date:** 2/14/2017

#### **ATTACHMENTS:**

Description	Type
<input type="checkbox"/> Ordinance 2017-003 - Amendments to Chapter 30 of the Code of Ordinance Providing For Code Enforcement Board and Civil Penalties	Ordinance
<input type="checkbox"/> Chapter 30 Memorandum	Cover Memo

## ORDINANCE 2017-003

AN ORDINANCE AMENDING SECTIONS 30-33, 30-52, 30-86, AND 30-87.1 AND CREATING SECTION 30-96 OF ARTICLES II AND III OF CHAPTER 30, OF THE CODE OF ORDINANCES; PROVIDING FOR THE GOVERNING OF CODE ENFORCEMENT WITHIN THE CITY; PROVIDING FOR CRITERIA FOR TRUST FUND CONFERRING BENEFITS; 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 property values of a community are generally improved by the enhancement of the community's housing stock and environs, and

WHEREAS, a community's clean, well-lighted and safe streets sustain the entire community, giving rise to higher aspirations and improving opportunities, and

WHEREAS, the Code Enforcement and Development Services staffs have reviewed the Code of Ordinances and upon such review made recommendations for improvements to the Code by way of clarification, consistency and modernization, and

WHEREAS, there is a need for and a public purpose in establishing a code enforcement board and citation process within the City, and

WHEREAS, the City Commission has reviewed the recommendations and determined to implement the same,

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 30-33 of Article II of Division 1 of Chapter 30 of the Code of Ordinances is hereby amended to read as follows:

Sec. 30-33. - Jurisdiction of code enforcement board and special master.

- (a) There shall be one City of Lauderdale Lakes Code Enforcement Board and one or more special masters.
- (b) The enforcement board shall have the exclusive jurisdiction to hear and decide cases in which violations are alleged of any provision of the building code, plumbing code, electrical code, gas code, and fire code chapters 18, 38, 46, and 50 of this code, excluding cases resulting from the issuance of citations in accordance with Section 30-87.1 herein.
- (c) Special masters shall have the exclusive jurisdiction to hear and decide cases involving violations of the business tax receipt regulations, and land developmental regulations code, chapters 6, 10, 22, 42, 54, 74, 82, 86 and 90 of this code, and all cases resulting from the issuance of citations in accordance with Section 30-87.1 of this code.
- (d) Should for any reason the enforcement board be unavailable, inactive, vacated or there exists a conflict of interest between a member of the enforcement board and a party to a case or should a hearing held before such enforcement board conclude in a tie vote, such case otherwise within the jurisdiction of the enforcement board shall be heard and decided by a special master. Likewise, should a special master appointed to hear a case be removed from office, unavailable, or there exists a conflict of interest between the appointed special master and a party to a case, the applicable case, otherwise within the jurisdiction of the special masters, shall be heard and decided by the enforcement board.

SECTION 3. AMENDMENT: Section 30-52 of Article II of Division 3 of Chapter 30 of the Code of Ordinances is hereby amended to read as follows:

Sec. 30-52. - Appointment and qualifications of members.

The city commission shall appoint a seven-member code enforcement board. Each member of the five-member city commission shall nominate for ratification by the city commission one member to the code enforcement board, with the remaining two members appointed by majority vote of the city commission. The terms of office of each member shall commence on July 1 and end on June 30 of the last year of the term for

which the appointment is made. Members of the code enforcement board shall be residents of the city and shall not become candidates for election to any public office or

hold any other appointive office or position under federal, state, county or municipal government while serving in this position, except one having extraordinary powers only. Appointments to the board shall be made in accordance with applicable laws and ordinances on the basis of experience or interest in the fields of zoning and building control. The membership of the code enforcement board shall, whenever practicable, include an architect, a businessman, an engineer, a general contractor, a subcontractor and a realtor. If this is not practicable, the city commission may appoint such persons of such qualifications as it deems advisable. The city commission may appoint up to two alternate members for the code enforcement board, each of whom may serve in the absence of an appointed board member by appointment of the chair. In the event of a vacancy on the enforcement board, the city commission shall appoint a person to fill such vacancy for the unexpired term thereof.

SECTION 4. AMENDMENT: Section 30-86 of Article II of Division 4 of Chapter 30 of the Code of Ordinances is hereby amended to read as follows:

Sec. 30-86. - Notices.

(a) All notices required by this article shall be provided to the alleged violator by:

(1) Certified mail, return receipt requested, provided if such notices are sent under this paragraph to the owner of the property in question at to the address listed in the tax collector's office for tax notices or to the address listed in the county property appraiser's database. An additional notice may also be provided, and to any other address provided to the city may find for by such the property owner, and is returned as unclaimed or refused. For property owned by a corporation, notices may be provided by certified mail to the registered agent of the corporation. If any notice sent by certified mail is not signed as received within thirty (30) days after the postmarked date of mailing, notice may be provided by posting as described herein and by first class mail directed to the address furnished to the local government with a properly executed proof of mailing or affidavit confirming the first class mailing;

- (2) ~~by~~ hand delivery by the sheriff or other law enforcement officer, code inspector, or other person designated by the city; or
  - (3) ~~by~~ leaving the notice at the violator's usual place of residence with any person therein who is above fifteen (15) years of age and informing such person of the contents of the notice;
  - (4) in the case of commercial premises, leaving notice with the manager or other person in charge.
- (b) In addition to providing the notice as set forth in subsection (a) of this section, at the option of the enforcement board, or special master, or the city, as applicable, notice may also be served by publication or posting, as follows:
- (1) ~~S~~such notice shall be published once during each week for four consecutive weeks (four publications being sufficient) in a newspaper of general circulation in Broward eCounty. The newspaper shall meet such requirements as are prescribed under F.S. ch. 50 for legal and official advertisements. Proof of publication shall be made as provided in F.S. §§ 50.041 and 50.051.
  - (c) In lieu of publication as described in subsection (b) of this section, such notice may be posted for at least ten (10) calendar days in at least two locations, one of which shall be the property upon which the violation is alleged to exist and the other of which shall be in the city hall.
  - (d) Proof of posting shall be by affidavit of the person placing the notice, which affidavit shall include a copy of a notice posted and the date and places of its posting.
  - (e) Notice by publication or posting may run concurrently with, or may follow, an attempt to provide notice by hand delivery or by mail as required under subsection (a) of this section.
  - (f) Evidence that an attempt has been made to hand deliver or mail notice as provided in subsection (a) of this section, together with proof of publication or posting as provided in subsections (b) and (c) of this section, shall be sufficient to show that the notice



requirements of this article have been met, without regard to whether or not the alleged violator actually received notice.

SECTION 5. AMENDMENT: Section 30-87.1 of Article II of Division 5 of Chapter 30 of the Code of Ordinances is hereby amended to read as follows:

Sec. 30-87.1. - Supplemental code enforcement procedures, citation and schedule of civil penalties.

- (a) *Intent.* It is the intention of this section to further promote, protect and improve the health, safety and welfare of the citizens and residents of the city by providing an equitable, expeditious, effective and inexpensive method of enforcing any code or ordinances in force in the city where a pending or repeated violation continues to exist.
- (b) *Adoption.* The city by this section adopts the alternate code enforcement system set forth in Part II of Chapter 162, Supplemental County or Municipal Code or Ordinance Enforcement Procedures, presently codified at F.S. § 162.21, as the same may be amended.
- (c) *Penalties.* The following schedule sets forth those code violations for which civil penalties may be cited under this section ~~of violations and penalties shall be assessed by code inspectors for violations of city codes or ordinances~~, pursuant to the procedures established in F.S. pt. II of ch. 162. The descriptions of violations are provided for purposes of general identification only. The specific code provisions applicable thereto are indicated in addition to the respective violation description. Amendments affecting the numbering of the referenced sections shall not affect the validity of the fines.

Violation Category	1st Offense	Repeat: 2nd Offense	Repeat: 3rd Offense	Repeat: 4th Offense
<del>Sec. LDR 704.2.3. Prohibited sales.</del>	\$50.00	\$75.00	\$100.00	\$100.00
<del>Sec. LDR 712.6.1. Storage of damaged vehicles.</del>	50.00	75.00	100.00	100.00
<del>Sec. LDR 712.25. Outdoor cooking and barbecuing.</del>	75.00	100.00	125.00	125.00
<del>Sec. LDR 712.26. Outdoor sales, and service/or storage.</del>	50.00	75.00	100.00	100.00

<u>Sec. LDR 905. Sign design, maintenance, and general standards.</u>	<u>100.00</u>	<u>150.00</u>	<u>300.00</u>	<u>500.00</u>
<u>Sec. CO 54 10. Public solicitation. (Car washing, etc.)</u>	<u>50.00</u>	<u>75.00</u>	<u>100.00</u>	<u>100.00</u>
<u>Sec. 6-7. - Hours during which sales are prohibited.</u>	<u>100.00</u>	<u>150.00</u>	<u>300.00</u>	<u>500.00</u>
<u>Sec. 6-8. - Additional requirements for lounges and nightclubs.</u>	<u>100.00</u>	<u>150.00</u>	<u>300.00</u>	<u>500.00</u>
<u>Sec. 6-9. - Music or entertainment creating disturbing noises.</u>	<u>100.00</u>	<u>150.00</u>	<u>300.00</u>	<u>500.00</u>
<u>Sec. 6-10. - Certain activities prohibited at alcoholic beverage establishments.</u>	<u>100.00</u>	<u>150.00</u>	<u>300.00</u>	<u>500.00</u>
<u>Sec. 10-4. - Feeding of wild or stray animals prohibited.</u>	<u>50.00</u>	<u>75.00</u>	<u>100.00</u>	<u>100.00</u>
<u>Sec. 10-10. – Nuisance animals prohibited.</u>	<u>100.00</u>	<u>150.00</u>	<u>300.00</u>	<u>500.00</u>
<u>Sec. 10-11. – Animal cruelty prohibited.</u>	<u>100.00</u>	<u>150.00</u>	<u>300.00</u>	<u>500.00</u>
<u>Sec. 10-32. - Running at large prohibited.</u>	<u>75.00</u>	<u>100.00</u>	<u>125.00</u>	<u>125.00</u>
<u>Sec. GO 10-38. Allowing animal to defecate on public or private property.</u>	<u>100.00</u>	<u>150.00</u>	<u>300.00</u>	<u>500.00</u>
<u>Sec. 18-11. – Placement of Permit Card.</u>	<u>50.00</u>	<u>75.00</u>	<u>100.00</u>	<u>100.00</u>
<u>Sec. 18-12. – Work commencing before permit issuance.</u>	<u>75.00</u>	<u>100.00</u>	<u>125.00</u>	<u>125.00</u>
<u>Sec. 18-13. – Stop work order.</u>	<u>100.00</u>	<u>150.00</u>	<u>300.00</u>	<u>500.00</u>
<u>Sec. 18-21. – Requirements for construction waste.</u>	<u>75.00</u>	<u>100.00</u>	<u>125.00</u>	<u>125.00</u>
<u>Sec. CO 22-143(a) — (f). Certificate of use required.</u>	<u>50.00</u>	<u>75.00</u>	<u>100.00</u>	<u>100.00</u>
<u>Sec. 22-151. - Display of certificate.</u>	<u>50.00</u>	<u>75.00</u>	<u>100.00</u>	<u>100.00</u>
<u>Sec. 22-181. - Use of city address.</u>	<u>50.00</u>	<u>75.00</u>	<u>100.00</u>	<u>100.00</u>
<u>Sec. 22-184. – Business signage.</u>	<u>50.00</u>	<u>75.00</u>	<u>100.00</u>	<u>125.00</u>
<u>Sec. 22-185. – Prohibited Outdoor Uses.</u>	<u>50.00</u>	<u>75.00</u>	<u>100.00</u>	<u>125.00</u>
<u>Sec. 38-36. - Alarms caused by unregistered system or system without permit.</u>	<u>50.00</u>	<u>50.00</u>	<u>50.00</u>	<u>50.00</u>
<u>Sec. 42-6(b)(2). - Trash accumulation.</u>	<u>50.00</u>	<u>75.00</u>	<u>100.00</u>	<u>100.00</u>
<u>Sec. 42-6(b)(11). - Maintenance of irrigation systems.</u>	<u>25.00</u>	<u>50.00</u>	<u>75.00</u>	<u>100.00</u>
<u>Sec. 42-6(b)(12). - Lighting and illumination.</u>	<u>75.00</u>	<u>100.00</u>	<u>125.00</u>	<u>125.00</u>
<u>Sec. 42-6(b)(13). - Drainage systems.</u>	<u>75.00</u>	<u>100.00</u>	<u>125.00</u>	<u>125.00</u>
<u>Sec. 42-6(b)(14). - Building openings and passageways.</u>	<u>50.00</u>	<u>75.00</u>	<u>100.00</u>	<u>100.00</u>
<u>Sec. 42-6(b)(16). - Storage of waste or salvaged materials.</u>	<u>50.00</u>	<u>75.00</u>	<u>100.00</u>	<u>100.00</u>
<u>Sec. 42-6(b)(17). - Garbage disposal.</u>	<u>50.00</u>	<u>75.00</u>	<u>100.00</u>	<u>100.00</u>
<u>Sec. 42-6(b)(18). - Appliances and white goods.</u>	<u>50.00</u>	<u>75.00</u>	<u>100.00</u>	<u>100.00</u>

<u>Sec. 42-6(b)(20). - Garbage containers and enclosures.</u>	<u>50.00</u>	<u>75.00</u>	<u>100.00</u>	<u>100.00</u>
<u>Sec. 42-6(c)(1). - Outside laundry.</u>	<u>25.00</u>	<u>50.00</u>	<u>75.00</u>	<u>100.00</u>
<u>Sec. 42-6(c)(2). - Storage of personal property.</u>	<u>25.00</u>	<u>50.00</u>	<u>75.00</u>	<u>100.00</u>
<u>Sec. 42-6(c)(3). - Outdoor storage.</u>	<u>25.00</u>	<u>50.00</u>	<u>75.00</u>	<u>100.00</u>
<u>Sec. 42-7(d). - Tree abuse prohibited.</u>	<u>75.00</u>	<u>100.00</u>	<u>125.00</u>	<u>125.00</u>
<u>Sec. 42-8. - Temporary storage of portable storage containers and shipping containers.</u>	<u>50.00</u>	<u>75.00</u>	<u>100.00</u>	<u>100.00</u>
<u>Sec. 42-11(c). – Swimming pool inspections; right of entry.</u>	<u>25.00</u>	<u>50.00</u>	<u>75.00</u>	<u>100.00</u>
<u>Sec. 42-13. - Extermination of pests.</u>	<u>50.00</u>	<u>75.00</u>	<u>100.00</u>	<u>100.00</u>
<u>Sec. 42-14. - Placement of play equipment.</u>	<u>25.00</u>	<u>50.00</u>	<u>75.00</u>	<u>100.00</u>
<del>Sec. CO <u>42-32(i). Prohibited conditions. Bulk trash on swale area.</u></del>	<u>50.00</u>	<u>75.00</u>	<u>100.00</u>	<u>100.00</u>
<del>Sec. CO <u>42-32(h)(i). Prohibited conditions. Overgrown grass on/or trees.</u></del>	<u>50.00</u>	<u>75.00</u>	<u>100.00</u>	<u>100.00</u>
<del>Sec. CO <u>42-35. Littering.</u></del>	<u>50.00</u>	<u>75.00</u>	<u>100.00</u>	<u>100.00</u>
<del>Sec. CO <u>42-36. Outdoor storage of junk.</u></del>	<u>50.00</u>	<u>75.00</u>	<u>100.00</u>	<u>100.00</u>
<del>Sec. CO <u>42-6. Patio screen maintenance.</u></del>	<u>50.00</u>	<u>75.00</u>	<u>100.00</u>	<u>100.00</u>
<del>Sec. CO <u>42-6. Pool enclosure screens.</u></del>	<u>50.00</u>	<u>75.00</u>	<u>100.00</u>	<u>100.00</u>
<del>Sec. LDR 1107.10(1). Swimming pools and spas.</del>	<u>50.00</u>	<u>75.00</u>	<u>100.00</u>	<u>100.00</u>
<del>Sec. CO <u>42-7. Graffiti on property.</u></del>	<u>50.00</u>	<u>75.00</u>	<u>100.00</u>	<u>100.00</u>
<u>Sec. 42-61. – Sanitary nuisance.</u>	<u>100.00</u>	<u>150.00</u>	<u>300.00</u>	<u>500.00</u>
<del>Sec. CO <u>42-88. Noise. Prohibited acts. Noise disturbance.</u></del>	<u>50.00</u>	<u>75.00</u>	<u>100.00</u>	<u>100.00</u>
<u>Sec. 42-89. – Noise. Construction sites.</u>	<u>75.00</u>	<u>100.00</u>	<u>125.00</u>	<u>125.00</u>
<u>Sec. 42-91. - Limitation on noise emission of amplifiers.</u>	<u>75.00</u>	<u>100.00</u>	<u>125.00</u>	<u>125.00</u>
<u>Sec. 46-32. - Fire prevention codes. Violations.</u>	<u>75.00</u>	<u>100.00</u>	<u>125.00</u>	<u>125.00</u>
<u>Sec. 54-15. – Standards for the placement of flags.</u>	<u>25.00</u>	<u>50.00</u>	<u>75.00</u>	<u>100.00</u>
<u>Sec. 54-16. – Placement of signs on property of others.</u>	<u>25.00</u>	<u>50.00</u>	<u>75.00</u>	<u>100.00</u>
<u>Sec. 54-17. – Sales events and special events. Permit required.</u>	<u>100.00</u>	<u>150.00</u>	<u>300.00</u>	<u>500.00</u>
<u>Sec. 54-20. – Compliance with land developments regulations.</u>	<u>75.00</u>	<u>100.00</u>	<u>125.00</u>	<u>125.00</u>
<u>Sec. 54-241. – Yard Sales. Prohibition.</u>	<u>25.00</u>	<u>50.00</u>	<u>75.00</u>	<u>100.00</u>
<u>Sec. 74-35. - Unlawful disposal of waste.</u>	<u>75.00</u>	<u>100.00</u>	<u>125.00</u>	<u>125.00</u>
<del>Sec. CO <u>74-37. Removal of receptacle from right-of-way; garbage container(s) removal, storage.</u></del>	<u>25.00</u>	<u>50.00</u>	<del>100.00</del> <u>75.00</u>	<u>100.00</u>

<u>Sec. 78-17. – Obstruction of public streets and sidewalks.</u>	<u>75.00</u>	<u>100.00</u>	<u>125.00</u>	<u>125.00</u>
<u>Sec. 78-18. – Prohibited sprinkling or propelling of water.</u>	<u>25.00</u>	<u>50.00</u>	<u>75.00</u>	<u>100.00</u>
<u>Sec. 78-19. – Unlawful discharge onto public property.</u>	<u>75.00</u>	<u>100.00</u>	<u>125.00</u>	<u>125.00</u>
Sec. <del>CO 82-31</del> . Business tax receipt required.	50.00	75.00	100.00	100.00
<u>Sec. 86-7. - Through truck traffic prohibited.</u>	<u>100.00</u>	<u>150.00</u>	<u>300.00</u>	<u>500.00</u>
<u>Sec. 86-15. - Repair and maintenance of vehicles.</u>	<u>50.00</u>	<u>75.00</u>	<u>100.00</u>	<u>100.00</u>
<u>Sec. 86-16. – Parking of a vehicle for washing or greasing.</u>	<u>25.00</u>	<u>50.00</u>	<u>75.00</u>	<u>100.00</u>
<u>Sec. 86-17. – Displaying a motor vehicle, boat or trailer for sale.</u>	<u>25.00</u>	<u>50.00</u>	<u>75.00</u>	<u>100.00</u>
<u>Sec. 86-18. – Storage of materials, supplies or equipment in or on vehicles.</u>	<u>50.00</u>	<u>75.00</u>	<u>100.00</u>	<u>100.00</u>
<u>Sec. 86-30. - Standing or parking prohibited in specified places.</u>	<u>50.00</u>	<u>75.00</u>	<u>100.00</u>	<u>100.00</u>
<u>Sec. 86-35. - Parking in residential zones.</u>	<u>50.00</u>	<u>75.00</u>	<u>100.00</u>	<u>100.00</u>
Sec. <del>CO 86-35(e)</del> . Repairs to vehicle.	100.00	150.00	300.00	500.00
Sec. <del>CO 86-35(4)</del> . Parking in residential zones. Storage of materials.	35.00	50.00	100.00	100.00
<u>Sec. 86-36. - Use of parking facilities in non-residential zoning districts.</u>	<u>50.00</u>	<u>75.00</u>	<u>100.00</u>	<u>100.00</u>
<u>Sec. 90-73. - Year-round restrictions on landscape irrigation.</u>	<u>25.00</u>	<u>50.00</u>	<u>75.00</u>	<u>100.00</u>
Sec. LDR 704.2.3. Illegal sale of fruit or merchandise	50.00	75.00	100.00	100.00
Sec. LDR 1112.5. Prohibited home occupations.	50.00	75.00	100.00	100.00
Sec. LDR 704.2.3. Prohibited sales.	\$50.00			
Sec. LDR 712.6.1. Storage of damaged vehicles.	50.00			
Sec. LDR 712.25. Outdoor cooking and barbecuing.	75.00			
Sec. LDR 712.26. Outdoor sales, and service/or storage.	50.00			
Sec. LDR 905. Sign design, maintenance, and general standards.	100.00			
Sec. <del>CO 54 10</del> . Public solicitation. (Car washing, etc.)	50.00			
Sec. <del>CO 10 38</del> . Allowing animal to soil on public or private property.	25.00			
Sec. <del>CO 22-143(a) – (f)</del> . Certificate of use required.	50.00			
Sec. <del>CO 42-32(i)</del> . Prohibited conditions. Bulk trash on swale.	50.00			
Sec. <del>CO 42-32(h)(i)</del> . Prohibited conditions. Overgrown	50.00			

<del>grass and/or trees.</del>	
<del>Sec. CO 42-35. Littering.</del>	<del>25.00</del>
<del>Sec. CO 42-36. Outdoor storage of junk.</del>	<del>50.00</del>
<del>Sec. CO 42-6. Patio screen maintenance.</del>	<del>50.00</del>
<del>Sec. CO 42-6. Pool enclosure screens.</del>	<del>50.00</del>
<del>Sec. LDR 1107.10(1). Swimming pools and spas.</del>	<del>50.00</del>
<del>Sec. CO 42-7. Graffiti on property.</del>	<del>50.00</del>
<del>Sec. CO 42-88. Prohibited acts. Noise disturbance.</del>	<del>50.00</del>
<del>Sec. CO 74-37. Removal of receptacle from right of way, garbage container(s) removal, storage.</del>	<del>25.00</del>
<del>Sec. CO 82-31. Business tax receipt required.</del>	<del>50.00</del>
<del>Sec. CO 86-35(e). Repairs to vehicle.</del>	<del>50.00</del>
<del>Sec. CO 86-35(4). Parking in residential zones. Storage of materials.</del>	<del>35.00</del>
<del>Sec. LDR 704.2.3. Illegal sale of fruit or merchandise.</del>	<del>50.00</del>
<del>Sec. LDR 1112.5. Prohibited home occupations.</del>	<del>50.00</del>

(d) *Citations.*

- (1) Code inspectors shall have the authority to initiate enforcement proceedings by issuing a citation to a person that may require the appearance of the violator or property owner at an administrative hearing before a special magistrate.
- (2) Prior to issuing a citation, the code inspector shall provide a written notice to the person or the property owner in violation that there is a violation of a city code or ordinance, and shall establish a reasonable time period, not to exceed thirty (30) calendar days, within which the person must correct the violation. If, upon personal investigation, the code inspector finds that the person has not corrected the violation within the designated time period, the code inspector may issue a citation to the person who has committed the violation or the property owner where the violation has occurred.
- (3) Service of notice of a citation shall be deemed appropriate by hand delivering the citation to the violator or property owner; or posting the citation at the

location of the mailing address identified in the public records of the county property appraiser or sState Division of Corporations, through the registered agent, for the violator or property owner in a conspicuous manner.

- (4) The code inspector is not required to provide the alleged violator or property owner with a reasonable period of time to correct the violation prior to issuing the citation if a repeat violation is found, or if the code inspector has reason to believe that the violation presents a serious threat to the public health, safety or welfare, or that the violator or the property owner is engaged in violations of an itinerant or transient nature, or if the violation is irreparable or irreversible.
- (5) The citation form shall include, but not be limited, to the following:
  - a. Date and time of issuance;
  - b. Name of the code inspector and jurisdiction;
  - c. Name and address of the violator;
  - d. Code section or ordinance that has been violated;
  - e. Brief description of the nature of the violation, including location, date and time of violation;
  - f. Amount of the applicable civil penalty;
  - g. Procedure for the person to follow in order to pay the civil penalty or to contest the citation;
  - h. Notice that if the person fails to pay the civil penalty within the time allowed, ~~and fails to request an administrative hearing before the special master within ten calendar days of service of the citation,~~ the person shall be determined to ~~have waived their rights to~~ contest the citation and ~~that,~~ in such a case, an administrative hearing shall be scheduled before a special magistrate judgment may be entered for the applicable maximum civil penalty; and

i. Notice that the person may be liable for reasonable costs of the hearing should the violator be found guilty of the violation.

(e) Citation issued to appear before a special ~~master~~ magistrate:

- (1) The person who has been served with a citation to appear before a special magistrate shall either correct the violation, and pay the civil penalty in the manner indicated on the citation; or
- (2) Request an administrative hearing before a special magistrate to appeal the decision of the code inspector. ~~Said appeal shall be filed not later than ten calendar days after the service of the citation.~~
- (3) Failure of the violator or property owner to correct the violation and pay the civil penalty ~~appeal the decision of the code inspector~~ within the ~~ten~~ twenty-one (21) calendar days shall ~~constitute a waiver of the violator's right to~~ result in the scheduling of an administrative hearing before a special magistrate. ~~A waiver of the right to an administrative hearing may result in the imposition of a fine against the violator and/or costs which may result in a lien on the property where the violation occurred.~~
- (4) Should the violator ~~appeal the citation and~~ be found in violation by the special magistrate, in addition to the imposition of a fine, the violator shall be assessed an administrative cost of \$35.00, which may result in a lien on the property where the violation occurred. The special magistrate shall not waive the administrative costs.

~~(f) The following table sets forth those code violations for which civil penalties may be cited under this section. The descriptions of violations are provided for purposes of general identification only. The specific code provisions applicable thereto are indicated in addition to the respective violation description. Amendments affecting the numbering of the referenced sections shall not affect the validity of the fines.~~

Violation Category	1st- Offense	Repeat: 2nd-	Repeat: 3rd Offense	Repeat: 4th Offense
--------------------	-----------------	-----------------	------------------------	------------------------

		Offense		
<del>Sec. LDR 704.2.3. Prohibited sales.</del>	<del>\$50.00</del>	<del>\$75.00</del>	<del>\$100.00</del>	<del>\$100.00</del>
<del>Sec. LDR 712.6.1. Storage of damaged vehicles.</del>	<del>50.00</del>	<del>75.00</del>	<del>100.00</del>	<del>100.00</del>
<del>Sec. LDR 712.25. Outdoor cooking and barbecuing.</del>	<del>75.00</del>	<del>100.00</del>	<del>125.00</del>	<del>125.00</del>
<del>Sec. LDR 712.26. Outdoor sales, and service/or storage.</del>	<del>50.00</del>	<del>75.00</del>	<del>100.00</del>	<del>100.00</del>
<del>Sec. LDR 905. Sign design, maintenance, and general standards.</del>	<del>100.00</del>	<del>150.00</del>	<del>300.00</del>	<del>500.00</del>
<del>Sec. CO 54-10. Public solicitation. (Car washing, etc.)</del>	<del>50.00</del>	<del>75.00</del>	<del>100.00</del>	<del>100.00</del>
<del>Sec. CO 10-38. Allowing animal to soil on public or private property.</del>	<del>100.00</del>	<del>150.00</del>	<del>300.00</del>	<del>500.00</del>
<del>Sec. CO 22-143(a)-(f). Certificate of use required.</del>	<del>50.00</del>	<del>75.00</del>	<del>100.00</del>	<del>100.00</del>
<del>Sec. CO 42-32(i). Prohibited conditions. Bulk trash on swale area.</del>	<del>50.00</del>	<del>75.00</del>	<del>100.00</del>	<del>100.00</del>
<del>Sec. CO 42-32(h)(i). Prohibited conditions. Overgrown grass on/or trees.</del>	<del>50.00</del>	<del>75.00</del>	<del>100.00</del>	<del>100.00</del>
<del>Sec. CO 42-35. Littering.</del>	<del>50.00</del>	<del>75.00</del>	<del>100.00</del>	<del>100.00</del>
<del>Sec. CO 42-36. Outdoor storage of junk.</del>	<del>50.00</del>	<del>75.00</del>	<del>100.00</del>	<del>100.00</del>
<del>Sec. CO 42-6. Patio screen maintenance.</del>	<del>50.00</del>	<del>75.00</del>	<del>100.00</del>	<del>100.00</del>
<del>Sec. CO 42-6. Pool enclosure screens.</del>	<del>50.00</del>	<del>75.00</del>	<del>100.00</del>	<del>100.00</del>
<del>Sec. LDR 1107.10(1). Swimming pools and spas.</del>	<del>50.00</del>	<del>75.00</del>	<del>100.00</del>	<del>100.00</del>
<del>Sec. CO 42-7. Graffiti on property.</del>	<del>50.00</del>	<del>75.00</del>	<del>100.00</del>	<del>100.00</del>
<del>Sec. CO 42-88. Prohibited acts. Noise disturbance.</del>	<del>50.00</del>	<del>75.00</del>	<del>100.00</del>	<del>100.00</del>
<del>Sec. CO 74-37. Removal of receptacle from right-of-way, garbage container(s) removal, storage.</del>	<del>25.00</del>	<del>50.00</del>	<del>100.00</del>	<del>100.00</del>
<del>Sec. CO 82-31. Business tax receipt required.</del>	<del>50.00</del>	<del>75.00</del>	<del>100.00</del>	<del>100.00</del>
<del>Sec. CO 86-35(e). Repairs to vehicle.</del>	<del>100.00</del>	<del>150.00</del>	<del>300.00</del>	<del>500.00</del>



<del>Sec. CO 86 35(4). Parking in residential zones. Storage of materials.</del>	<del>35.00</del>	<del>50.00</del>	<del>100.00</del>	<del>100.00</del>
<del>Sec. LDR 704.2.3. Illegal sale of fruit or merchandise</del>	<del>50.00</del>	<del>75.00</del>	<del>100.00</del>	<del>100.00</del>
<del>Sec. LDR 1112.5. Prohibited home-occupations.</del>	<del>50.00</del>	<del>75.00</del>	<del>100.00</del>	<del>100.00</del>

SECTION 6. AMENDMENT: Section 30-91 of Article III of Chapter 30 of the Code of Ordinances is hereby created to read as follows:

Sec. 30-91. - Criteria for conferring trust fund benefits.

In order to be eligible for a trust fund award, an applicant shall be required to show, by substantial, competent evidence, in the record, must be low to moderate income within the meaning of then current HUD guidelines, and in compliance with at least two of the following:

- (1) Senior citizen (55 years of age or older);
- (2) Affected property is homestead property within the meaning of section 4 of article X of the Florida Constitution;
- (3) The death of the applicant's spouse or significant-other, who provided for substantially all of the applicant's support within a one-year period immediately prior to the filing of the application contemplated in section 30-90;
- (4) A debilitating illness, physical or mental condition of the applicant's spouse or significant-other, who provided for substantially all of the applicant's support within a one-year period immediately prior to the filing of the application contemplated in section 30-90;
- (5) The hospitalization of the applicant's spouse or significant-other, who provided for substantially all of the applicant's support for a period in excess of fourteen (14) calendar days within any 30-day period, or twenty-one (21) calendar days within any 90-day period, next preceding the filing of the application;

(6) Unemployment of the applicant's spouse or significant-other, who provided for substantially all of the applicant's support for a period of three or more months next preceding the date of application as a result of a physical or mental impairment; or

(7) Applicant has conceded the propriety of the violation.

(8) The cause of the violation being entirely out of the property owner's control and the direct result of a violation of certain provisions of this Code by an unrelated third- party.

SECTION 7. CREATION: Section 30-96 of Article III of Chapter 30 of the Code of Ordinances is hereby created to read as follows:

Sec. 30-96. – Funding.

A funding source for the Code Enforcement Trust Fund shall be established by a resolution adopted by the city commission.

SECTION 8. CONFLICT: All ordinances or Code provisions in conflict herewith are hereby repealed.

SECTION 9. 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 10. 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 11. EFFECTIVE DATE: This Ordinance shall become effective immediately upon its final passage.

PASSED ON FIRST READING BY THE CITY COMMISSION ON THE 14<sup>TH</sup> DAY OF FEBRUARY, 2017.

PASSED ON SECOND READING BY THE CITY COMMISSION THE \_\_\_\_DAY OF \_\_\_\_\_, 2017.

ADOPTED AND PASSED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES AT ITS REGULAR MEETING HELD ON THE \_\_\_\_DAY OF \_\_\_\_\_, 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**

## ***Development Services Department***

### **INTEROFFICE MEMORANDUM**

**TO: Phil Alleyne  
City Manager**

**DATE: February 14, 2017**

**FROM: Tanya Davis-Hernandez, AICP  
Development Services Director**

**RE: An Ordinance amending Sections 30-33, 30-52, 30-86 and 30-87.1 of Chapter 30 and creating Section 30-96 of the code of Ordinances; Providing for Code Enforcement Board and Civil Penalties.**

---

#### **February 14, 2017 City Commission Agenda – 1st Reading**

#### **RECOMMENDATION**

It is recommended that the City Commission approve the proposed ordinance providing the jurisdiction of, and appointment of members to, the Code Enforcement Board and establishes civil penalties for certain violations of the Code.

#### **THE REQUEST**

Staff has reviewed Sections of Chapter 30 and finds that updating Sections 30-33, 30-86 and 30-87.1 along with creating Section 30-96 are necessary to provide clarity on jurisdictional entities, processes related to appointments, assessing of civil penalties and addressing the funding of the Code Enforcement Trust Fund. Amending these Sections will provide consistency with the other code amendments approved previously by the City Commission and will allow the Code Department to function effectively. These updates will be in the best interest of the public health, safety and welfare of the City as the City continues its effort to improve the overall physical appearance of the City.

#### **BACKGROUND**

In September of 2016, the Lauderdale Lakes City Commission adopted ten ordinances comprising of comprehensive amendments to the City's Code of Ordinances. Then on October 24, 2016 the proposed amendments to chapter 30 were worked shop by the City Commission. These amendments added new language to the appearance and safety codes to enable the Code Compliance Division to address matters of concern that were not previously citable under the City's code provisions, they incorporate revisions that added additional breadth and/or restrictions to the Code, and also provides for improved administration and enforcement of code provisions.

This Ordinance serves as an additional step in the comprehensive amendment of the City's Code, and addresses the following:

1. Jurisdictional designations for the Code Enforcement Board and Special Masters.
2. Appointment of members to the Code Enforcement Board.

3. Revision of notice requirements.
4. Civil penalties for violations of amended code sections.
5. Providing for a funding source for the Code Enforcement Trust Fund.

### **ANALYSIS**

These code amendments provide an alternative to the City of Lauderdale Lakes to take citations through the court system, it does not reduce or remove the need for the special magistrate. It simply gives the City the option to address violations when the property owner is not responsible. For example, the revised code will allow for the Code Division to write a violation for a car parked on public right of way when ownership cannot be determined by routing the citation through the court system.

### **FISCAL IMPACT**

The intent of this ordinance is to have a positive impact on the general appearance of the City and to show the community that administration is listening to their concerns; however a positive financial impact may be derived from the enforcement of the ordinance.

**Attachment(s):** Proposed Ordinance

## CITY OF LAUDERDALE LAKES

### Agenda Cover Page

Fiscal Impact: No

Contract Requirement:

#### Title

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

#### Summary

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.

#### Staff Recommendation

#### Background:

#### Funding Source:

Not Applicable

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

**Meeting Date:** 2/14/2017

#### ATTACHMENTS:

Description	Type
❑ Ordinance 2017-004 - Amending Chapter 86 of the Code of Ordinances Providing For the Governing of Parking	Ordinance
❑ Chapter 86 Memorandum	Cover Memo

ORDINANCE 2017-004

AN ORDINANCE CREATING SECTION 86-5, AMENDING SECTION 86-35 AND CREATING SECTION 86-39 OF CHAPTER 86, ARTICLE II, OF THE CODE OF ORDINANCES; PROVIDING FOR THE GOVERNING OF PARKING, STOPPING AND STANDING OF VEHICLES WITHIN THE CITY; 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 property values of a community are generally improved by the enhancement of the community's housing stock, and

WHEREAS, a community's clean, well-lighted and safe streets sustain the entire community, giving rise to higher aspirations and improving opportunities, and

WHEREAS, the Code Enforcement and Community Development staffs have reviewed the Code of Ordinances and upon such review made recommendations for improvements to the Code by way of clarification, consistency and modernization, and

WHEREAS, there is a need for and a public purpose for regulating parking and the movement of vehicles within the City, and

WHEREAS, the City Commission has reviewed the recommendations and determined to implement the same on a chapter-by-chapter basis,

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. CREATION: Section 86-5 of Chapter 86 of Article II of the Code of Ordinances is hereby created to read as follows:



Sec. 86-5. – ~~Reserved~~ Florida Uniform Traffic Control Law Adopted.

The city hereby adopts the Florida Uniform Traffic Control Law, established in Chapter 316 of the Florida State Statutes, as it may be amended from time to time. Any violation of the Florida Uniform Traffic Control Law warranting a citation or enforcement action shall be hereby considered an enforceable violation of this Code.

SECTION 3. AMENDMENT: Section 86-35 of Chapter 86 Article II of the Code of Ordinances is hereby amended to read as follows:

Sec. 86-35. - Parking in residential zones.

(a) Prohibitions

1. No passenger vehicle shall be parked within a residential district except upon a driveway paved with a hard, dust-free paving material complying with the Florida Building Code, as amended from time to time, or within a carport, garage or screened side yard but not to encroach into any rear setback or easement.
2. No passenger vehicle, recreational vehicle, trailer, or commercial vehicle shall be parked upon a driveway in a manner that is parallel to the right-of-way abutting such driveway, except where a driveway or portion thereof is of a circular or semi-circular design, in which case all vehicles shall be parked parallel to the perimeter edge of such driveway.
3. No passenger vehicle, recreational vehicle, trailer, or commercial vehicle wider than eight feet, longer than 22 feet or taller than eight feet shall be permitted to park in any residentially zoned district. For the purposes of this section, width of vehicles shall be measured using the permanent sides of the vehicle; length shall be measured from front bumper to rear bumper; height shall be measured from level grade to highest permanent point. Trailers used to transport recreational vehicles shall be permitted to exceed the length of the recreational vehicle a maximum of 25 percent.
4. No heavy commercial vehicle or equipment, as defined herein, shall be permitted to park in any residential district, unless otherwise noted.
5. No residentially zoned property shall be utilized for the storage of vehicles for sale by or in the inventory of any motor vehicle dealer. The presence of more than one vehicle displaying a dealer's license plate upon any residential

property shall be prohibited. The same shall be reasonably considered prima facie evidence of the operation of an unlicensed motor vehicle dealership which shall be punishable under the provisions of this code.

6. It shall be unlawful to park any passenger vehicle or commercial vehicle upon any driveway or swale area in a manner which obscures or prevents the visibility of an attached license tag from the nearest right-of-way.

(b) Parking within swale areas

1. No motor vehicle, regardless of ownership, is permitted in the swale areas adjacent to the following designated collector or arterial roads at any time:
  - a. Oakland Park Boulevard.
  - b. State Road 7 (U.S. 441).
  - c. NW 52nd Avenue (between Oakland Park Boulevard and NW 43rd Court and NW 41st Street).
  - d. NW 50th Avenue (between Oakland Park Boulevard and NW 36th Street NW 43rd Court and NW 42nd Street).
  - e. NW 43rd Avenue (between Oakland Park Boulevard and NW 36th Street NW 44th Avenue and NW 37th Street).
  - f. NW 41st Street.
  - g. NW 47th Terrace (between Oakland Park Boulevard and ~~to~~ NW 34th Street).
  - h. NW 44th Street (between SR7 and NW 31st Avenue NW 43rd Avenue and Oakland Park Blvd.).
  - i. NW 33rd Street (between NW 43rd Avenue and NW 46th Avenue Oakland Park Blvd.).
  - j. NW 26th Street (between ~~SR7~~ NW 49th Avenue and NW 39th Way).
  - k. NW 21st Street (between SR7 to the Park).
  - l. NW 19th Street.
  - m. NW 24th Street (between SR 7 and NW 34th Avenue)
  - n. NW 29th Street (between SR 7 and NW 33rd Avenue)
  - o. NW 34th Street (between SR 7 and NW 36th Terrace)
  - p. NW 36th Terrace (between Oakland Park Boulevard and NW 34th Street)
  - q. NW 35th Avenue (between Oakland Park Boulevard and NW 35th Street)
  - r. NW 37th Street (between SR 7 and eastern City Limit)
  - s. NW 39th Street (between NW 31st Avenue and NW 31st Terrace)

- t. NW 36th Street (between SR 7 and Cul-de-sac)
  - u. NW 46th Avenue (between Oakland Park Boulevard and 33rd Street)
  - v. NW 49th Avenue (between Oakland Park Boulevard and southern City Limit)
  - w. The Access Road between Oakland Park Blvd and NW 52nd Avenue.
2. Where an accessway intersects a public right-of-way or where property abuts the intersection of two or more public rights-of-way, it shall be prohibited to park any vehicle within twenty feet of the intersection of any two streets.
  3. Except where prohibited herein, private passenger vehicles owned or operated by the owner, occupant, tenant or their guests of real property within a single-family zoning district (RS-2, RS-3, RS-4) shall be permitted to park within swale areas abutting such property between the hours of 6:00 p.m. to 10:00 a.m.
  4. No person shall drive, operate or park a motor vehicle within a swale area which abuts the private real property of another without the express permission of the owner, lessee and/or occupant of the private real property abutting such swale or swale area, and the city hereby devotes the swale or swale area to the reasonable use of each abutting property owner thereof, his guests, licensees and invitees, to the exclusion of all others; provided that such use shall not be inconsistent with the laws of the city or the rights of the municipal government.
  5. It shall be unlawful for any owner, agent, operator or person in charge of any commercial or recreational vehicle to park, store or keep such commercial or recreational vehicle on the pavement of, or in the swale area adjacent to, any public street within the city except in accordance with subsections (c) and (d) herein.
  6. Any vehicle lawfully parked within a swale area or other right-of-way within the city shall be parked with the flow of traffic, parallel to the paved portion of the right-of-way, with two wheels parked upon such paved portion of the right-of-way. No vehicle, or portion thereof, nor anything therein or thereon shall extend into, onto or over such paved portion of the right-of-way by more than 18 inches.
  7. Nothing contained in this section shall prohibit the operation of a city vehicle, emergency vehicle on an emergency service call, or vehicle owned by a utility which is in the course of official business, to park upon the swale area anywhere within the city.
- (c) Parking of commercial vehicles
1. Commercial or heavy commercial vehicles actively engaged in a lawful repair, moving or construction activity for the owners, lessee or occupants, of a property shall be permitted to park upon such property between the

hours of 7:00 a.m. to 7:00 p.m. Monday through Saturday and 9:00 a.m. to 6:00 p.m. Sundays and national holidays. Construction and moving vehicles actively engaged in a permitted operation may be parked overnight in a residential zone, provided the vehicle is not operating between the hours of 7:00 p.m. to 7:00 a.m. Monday through Saturday and 6:00 p.m. to 9:00 a.m. Sundays and national holidays.

2. Within single-family zoning districts (RS-2, RS-3, RS-4) commercial vehicles shall be parked entirely upon a paved driveway, within a garage, within a carport, or on an area in the side yard located five feet behind the front building setback and a minimum of one foot from the side property line but shall not encroach into any rear setback or easement. Side yard parking areas should be paved if vehicle ingress-egress is frequent enough to cause degradation to the grass area. In all cases the commercial vehicle shall be opaquely screened on three sides by a wall, fence or hedge a minimum of six feet in height.
3. Within single-family zoning districts (RS-2, RS-3, RS-4) commercial vehicles shall be parked on a paved driveway shall not have attached any ladders, or other attachments, which exceed the height of the highest point on the vehicle by more than two feet and such vehicle shall have any signage thereon covered entirely by an opaque cover as permitted in section 86-11 herein. Commercial vehicles may cover signage with a magnetic cover provided it is the same color of the commercial vehicle.
4. Commercial vehicles within multi-family districts (RM-10, RM-16 and RM-20) parked in paved areas that are sufficiently screened from public view. The approved site plan shall dictate the location of areas approved for the parking of commercial and recreational vehicles.
5. Commercial vehicles shall not be used in the conduct of a home business, unless the business has an approved home occupational license from the city. Any person owning or having use of a vehicle parked in a residential district associated with an approved home occupational license shall also abide by the requirements of section 1112 of the land development regulations.
6. No commercial equipment may be stored on a commercial vehicle that is parked on a residentially zoned lot. Such commercial equipment shall be stored only within a fully enclosed structure. No commercial equipment or material which is hazardous, obnoxious, offensive, or has bad odors or dust emanating therefrom may be stored on any residentially zoned property.
7. The restrictions contained herein shall not apply to the temporary parking of any commercial vehicle or equipment while its owner or operator is performing lawful and authorized public or private work, including but not limited to performing service or construction work, making deliveries of merchandise or household items, public utility service work, or any authorized emergency vehicles as defined herein. Additionally, vehicles

owned and operated by a physically impaired individual when a medical doctor has certified that the vehicle is necessary due to said physical impairment shall also be exempt from the restrictions contained herein.

(d) Parking of recreational vehicles

1. Within single-family zoning districts (RS-2, RS-3, RS-4) recreational vehicles shall be parked entirely upon a paved driveway, within a garage, a carport, or on an area in the side yard located five feet behind the front building setback and a minimum of one foot from the side property line but shall not encroach into any rear setback or easement. Side yard parking areas should be paved if vehicle ingress-egress is frequent enough to cause degradation to the grass area. In all cases the recreational vehicle shall be opaquely screened on three sides by a wall, fence or hedge a minimum of six feet in height.
2. Recreational vehicles shall be permitted to be temporarily parked in the front of single-family homes, to allow for loading, unloading, cleaning and minor repairs, provided such time period does not exceed 24 hours prior to or after the recreational vehicles have been used by the resident, but in no case shall the loading and unloading period exceed a total of 48 hours within a seven-day period.
3. Recreational vehicles within multi-family districts (RM-10, RM-16 and RM-20) parked in paved areas that are sufficiently screened from public view. The approved site plan shall dictate the location of areas approved for the parking of commercial and recreational vehicles.
4. Recreational vehicles shall not be occupied and may not maintain electrical, water or sewage connections at any time while parked upon a residentially zoned property except that electrical service connections may be attached for a maximum of 24 hours prior to and in preparation for departure from the property.
5. Parking or storage of recreational vehicles shall be limited to those owned by the occupants of the property or their guests.

SECTION 5. CREATION: Section 86-39 of Chapter 86 of Article II of the Code of Ordinances is hereby created to read as follows:

**Sec. 86-39 Exemptions**

In recognition of the characteristics, configuration or other factors affecting certain areas of the city, the following exemptions shall apply:

1. Motor vehicles, parked in the swale areas adjacent to the following collector or arterial roads shall be exempt from the provisions of Section 86-35(b)(6):

- a. NW 41 Street

SECTION 4. CONFLICT: All ordinances or Code provisions in conflict herewith are hereby repealed.

SECTION 5. 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 6. 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 7. EFFECTIVE DATE: This Ordinance shall become effective immediately upon its final passage.

PASSED ON FIRST READING BY THE CITY COMMISSION, ON THE 14<sup>TH</sup> DAY OF FEBRIARY, 2017.

PASSED ON SECOND READING BY THE CITY COMMISSION THE  
\_\_\_\_DAY OF FEBRUARY, 2017.

ADOPTED AND PASSED BY THE CITY COMMISSION OF THE CITY OF  
LAUDERDALE LAKES AT ITS REGULAR MEETING HELD ON THE \_\_\_\_DAY OF  
\_\_\_\_\_, 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**

## ***Development Services Department***

### **INTEROFFICE MEMORANDUM**

**TO: Phil Alleyne  
City Manager**

**DATE: February 14, 2017**

**FROM: Tanya Davis-Hernandez, AICP  
Development Services Director**

**RE: AN ORDINANCE CREATING SECTION 86-5, AMENDING SECTION 86-35 AND CREATING SECTION 86-39 OF CHAPTER 86, ARTICLE II, OF THE CODE OF ORDINANCES; PROVIDING FOR THE GOVERNING OF PARKING, STOPPING AND STANDING OF VEHICLES WITHIN THE CITY; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN CODE; PROVIDING AN EFFECTIVE DATE.**

---

**February 14, 2017 City Commission Agenda – 1st Reading**

#### **RECOMMENDATION**

It is recommended that the City Commission approve the proposed ordinance providing for the creation and amending of several Sections of Chapter 86 as it relates to parking within the City of Lauderdale Lakes.

#### **THE REQUEST**

Staff has reviewed Sections of Chapter 86 and finds that updating Sections 86-35, 86-39 and adding Section 86-5 are necessary to provide clarity on prohibited parking in residential districts by identifying streets within the City where swale parking is allowed or not allowed. This chapter revision will also address commercial vehicle parking and residential recreational vehicle parking within the City of Lauderdale Lakes. These updates will be in the best interest of the public health, safety and welfare of the City as the City continues its effort to provide a safe community for everyone.

#### **BACKGROUND**

In September of 2016, the Lauderdale Lakes City Commission adopted ten ordinances comprising of comprehensive amendments to the City's Code of Ordinances. The City Commission has been working with staff to address deficiencies with the City Codes and these amendments will provide clear direction to the residents and community in general of what is expected from them in terms of parking within City. It is vital that the community adhere to these parking requirements as they assist emergency personal to



provide efficient service to our community. These amendment changes will also allow for a cleaner appearance of the community and assist with addressing the illegal parking in and around the community as the City provides for improved administration and enforcement of the City Codes.

This Ordinance serves as an additional step in the comprehensive amendment of the City's Code, and addresses the following:

1. Parking in residential zones.
  - (a) Prohibitions
  - (b) Parking within swale areas
2. Parking of commercial vehicles
3. Parking of recreational vehicles

#### **ANALYSIS**

1. These code amendments provide for consistency within the City Ordinance by removing any conflicts and clearly specifying where parking is allowed and not allowed as the City works to address the parking problems that are surfacing within Lauderdale Lakes. For example, Section 86-35 (6) was added to state "It shall be unlawful to park any passenger vehicle or commercial vehicle upon any driveway or swale area in a manner which obscures or prevents the visibility of an attached license tag from the nearest right-of-way." This addition will allow for better monitoring of vehicles by Code Compliance and other Public Safety Personnel.

#### **FISCAL IMPACT**

The intent of this ordinance is to have a positive impact on the general appearance of the City and to show the community that administration is listening to their concerns; however a positive financial impact maybe derived from the enforcement of the ordinances.

**Attachment(s):** Proposed Ordinance

## CITY OF LAUDERDALE LAKES

### Agenda Cover Page

Fiscal Impact: No

Contract Requirement: No

#### Title

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

#### Summary

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.

#### Staff Recommendation

#### 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:** 2/14/2017

#### ATTACHMENTS:

Description	Type
Ordinance 2017-005 - Amending Section 2-315 of the Code of	
<input type="checkbox"/> Ordinance related to requirement of voter's registration for appointment to nonstatutory 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 \_\_\_\_\_DAY OF FEBRUARY, 2017.

ADOPTED AND PASSED BY THE CITY COMMISSION OF THE CITY OF  
LAUDERDALE LAKES AT ITS REGULAR MEETING HELD ON THE \_\_\_\_ 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
-------

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
--

Summary
---------

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.
--

Staff Recommendation
----------------------

**Background:**

Broward County Property Appraiser's Office (BCPA) prepares a tax roll for the Nuisance Abatement on an annual basis and certifies the Non-Ad valorem to the Broward County Revenue Collector on the City's behalf.

There are no contractual changes to this agreement. All operating deadlines remain the same and the rate of \$2.00 per parcel remains the same.

**Funding Source:**

Not applicable

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

**Meeting Date:** 2/14/2017

**ATTACHMENTS:**

Description	Type
☐ Resolution 2017-015 - Agreement With Property Appraiser for Nuisance Abatement Special Assessment	Resolution
☐ Exhibit A - Nuisance Abatement Special Assessment Agreement	Exhibit

## 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.

WHEREAS, the City desires to develop and implement a non-ad valorem assessment roll for the Year 2017, and succeeding years, to provide funds from property owners within the City for Nuisance Abatement, and

WHEREAS, Section 197.3632, Florida Statutes, requires that annually by June 1, the Property Appraiser must provide each local government using the uniform method of levy, collection, and enforcement of non-ad valorem assessments provided in Section 197.3632 certain information by list or compatible electronic medium, and

WHEREAS, Section 197.3632, Florida Statutes, provides that notice of a non-ad valorem assessment levied by taxing authorities located in Broward County may be provided by including the assessment in the Property Appraiser's notice of proposed property taxes and proposed or adopted non-ad valorem assessments under Section 200.069, Florida Statutes, and

WHEREAS, Section 197.3632, Florida Statutes, requires the taxing authority levying the non-ad valorem assessment pursuant to Section 197.3632 to enter into a written agreement with the Property Appraiser for reimbursement of necessary administrative costs incurred, and

WHEREAS, commencing with the 2017 assessment roll, the Property Appraiser will include on the assessment rolls such special assessments as are certified to him by the taxing authority, specifically the Nuisance Abatement Assessment,

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 City Manager is hereby authorized and directed to execute that certain Agreement with Marty Kiar, as Broward County Property Appraiser for Non-Ad Valorem Assessments for Nuisance Abatement Assessment, a summary of which is attached as **Exhibit A**.

Section 3. INSTRUCTIONS TO THE CITY CLERK: The City Clerk is hereby authorized to obtain three (3) fully executed copies of the subject Agreement, with one to be maintained by the City; with one to be delivered to Marty Kiar, as Broward County Property Appraiser, and with one to be directed to the Office of City Attorney.

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 14, 2017.



---

HAZELLE ROGERS, MAYOR

ATTEST:

---

SHARON HOUSLIN, CITY CLERK

JCB:jla

Sponsored by: SUSAN GOODING-LIBURD, Director of Financial 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)

## AGREEMENT

between

MARTY KIAR, AS BROWARD COUNTY PROPERTY APPRAISER

and

CITY OF LAUDERDALE LAKES, FLORIDA

for

### NON-AD VALOREM ASSESSMENTS

This is an Agreement, made and entered into, by, and between: MARTY KIAR, as BROWARD COUNTY PROPERTY APPRAISER ("PROPERTY APPRAISER"), and CITY OF LAUDERDALE LAKES, FLORIDA ("TAXING AUTHORITY").

WHEREAS, Section 197.3632, Florida Statutes, requires that annually by June 1, the Property Appraiser must provide each local government using the uniform method of levy, collection, and enforcement of non-ad valorem assessments provided in Section 197.3632 certain information by list or compatible electronic medium.

WHEREAS, Section 197.3632, Florida Statutes, provides that notice of a non-ad valorem assessment levied by taxing authorities located in Broward County may be provided by including the assessment in the Property Appraiser's notice of proposed property taxes and proposed or adopted non-ad valorem assessments under Section 200.069, Florida Statutes.

WHEREAS, Section 197.3632, Florida Statutes, requires the taxing authority levying the non-ad valorem assessment pursuant to Section 197.3632 to enter into a written agreement with the Property Appraiser for reimbursement of necessary administrative costs incurred.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. The parties herein agree that, commencing with the 2017 assessment roll, the Property Appraiser will include on the assessment rolls such special assessments as are certified to him by the Taxing Authority, specifically the Nuisance Abatement assessment.
3. The Taxing Authority shall meet all relevant requirements of Section 197.3632, Florida Statutes. Failure to do so shall be grounds for immediate termination of this Agreement by the Property Appraiser at any date, and is not subject to the time cancellation restrictions set by Paragraph 18.

4. The Taxing Authority shall furnish the Property Appraiser all up-to-date data concerning the boundaries of the area that are to be assessed, as well as proposed assessments and other information requested from time to time by the Property Appraiser necessary to facilitate his making the assessment.
5. The Property Appraiser shall, using the information provided by the Taxing Authority, place the Taxing Authority's non-ad valorem assessments, as made from time to time and certified to him, on the properties within the specified boundary.
6. The Taxing Authority's assessments shall be uniform (e.g. one uniform assessment for drainage, etc.) to facilitate the making of assessments by mass data techniques utilized by the Property Appraiser.
7. Any material changes of assessment, including, but not limited to, methodology, units of measurement, or creation of additional rates within a single district, must be submitted to the Property Appraiser no later than May 1<sup>st</sup> of the applicable tax year. Any changes submitted to the Property Appraiser after the May 1<sup>st</sup> cutoff date shall be disregarded by the Property Appraiser and will not be reflected on the TRIM Notice, or in the file passed to the Revenue Collector.
8. Failure of the Taxing Authority to provide the Property Appraiser with material changes of assessment by May 1<sup>st</sup> shall not be grounds for a refund of any monies paid, and shall not relieve the Taxing Authority of any outstanding financial obligations to the Property Appraiser, and the Taxing Authority agrees to hold the Property Appraiser harmless for any repercussions resulting from the new material changes of assessment not being reflected on the TRIM Notice, or in the file passed to the Revenue Collector.
9. Within 30 days of invoice, the Property Appraiser shall be compensated by the Taxing Authority for all administrative costs incurred in carrying out this Agreement at the rate of \$2.00 per parcel. However, regardless of the number of parcels covered by this Agreement, the total compensation paid to the Property Appraiser shall be a minimum of \$400.00 for each year in which such assessments are placed on the tax rolls.
10. Within 30 days of invoice, the Taxing Authority shall pay the Property Appraiser the sum of \$1,000.00 in the first year in which the assessment is levied. This sum represents the Taxing Authority's reimbursement for programming changes made to the Property Appraiser's computer system, which are necessary for placement of the Taxing Authority's non-ad valorem assessment on the tax rolls.
11. If the actual costs of performing the services under this Agreement exceed the compensation provided for in Paragraphs 9 and 10 above, the amount of compensation shall be the actual cost of performing the services under this Agreement.

12. This Agreement constitutes the entire Agreement of the parties.

13. Neither party may assign his or its obligations under this Agreement.

14. This Agreement is governed by and construed in accordance with Florida law. Any and all legal action necessary to enforce this agreement will be held in Broward County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or 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 further exercise thereof.

15. All parts of this Agreement not held unenforceable for any reason shall be given full force and effect.

16. If the Property Appraiser or Taxing Authority determines this Agreement needs modification, said modification must be in writing, signed by both parties, and entered into prior to January 1<sup>st</sup> of the tax year in which such modification is to become effective.

17. All communications required by this Agreement shall be in writing and sent by first class mail or email to the other party. Notices to the Taxing Authority shall be addressed to \_\_\_\_\_ at the following address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Email: \_\_\_\_\_

Notices to the Property Appraiser shall be addressed to:

Holly Cimino, Director of Finance, Budget, and Tax Roll  
Broward County Property Appraiser's Office  
115 South Andrews Avenue, Room 111  
Fort Lauderdale, FL 33301  
Email: hcimino@bcpa.net

18. Except as otherwise provided herein, this Agreement shall continue from year to year unless cancelled by either party. Either party may cancel this agreement by providing the other party written notice of the cancellation prior to January 1<sup>st</sup> of the year the Agreement shall stand terminated. Property Appraiser will perform no further work after the written cancellation is received.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: PROPERTY APPRAISER by and through MARTY KIAR and TAXING AUTHORITY, by and through \_\_\_\_\_, \_\_\_\_\_, duly authorized to execute same.

PROPERTY APPRAISER:

\_\_\_\_\_  
MARTY KIAR, BROWARD COUNTY  
PROPERTY APPRAISER

\_\_\_\_\_ day of January, 2017

TAXING AUTHORITY:

\_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_ day of January, 2017

Approved as to form:

\_\_\_\_\_  
Mila Schwartzreich, General Counsel  
Broward County Property Appraiser's Office

## CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: No

Contract Requirement: Yes

Title
-------

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
---

Summary
---------

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.
---

Staff Recommendation
----------------------

**Background:**

Broward County Property Appraiser's Office (BCPA) creates and maintains a non-ad valorem tax roll for the Fire-rescue Special Assessment on an annual basis. The BCPA Office provides a preliminary, certified, and final estimate of each parcel's values and other characteristics; provides notifications of public hearings to property owners via the (Truth-In-Millage) TRIM Notice, and certifies the Non-Ad valorem to the Broward County Revenue Collector on the City's behalf.

There are no contractual changes to this agreement. All operating deadlines remain the same and the rate of \$.50 per parcel remains the same.

**Funding Source:**

Not applicable

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

**Meeting Date:** 2/14/2017

**ATTACHMENTS:**

Description	Type
<input type="checkbox"/> Resolution 2017-016 - Agreement With Property Appraiser for Non-Ad Valorem Assessments For Fire Rescue Services	Resolution
<input type="checkbox"/> Exhibit A - Fire-Rescue Assessment Agreement	Exhibit

## 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.

WHEREAS, the City desires to develop and implement a non-ad valorem assessment roll for the Year 2017, and succeeding years, to provide funds from property owners within the City for Fire Rescue Services, and

WHEREAS, the City desires to use the services of the Broward County Property Appraiser to maintain a non-ad valorem tax roll, and the Property Appraiser is prepared to do so on behalf of the City,

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 City Manager is hereby authorized and directed to execute that certain Agreement with Marty Kiar, as Broward County Property Appraiser for Non-Ad Valorem Assessments for Fire Rescue Services, a summary of which is attached as **Exhibit A**.

Section 3. INSTRUCTIONS TO THE CITY CLERK: The City Clerk is hereby authorized to obtain three (3) fully executed copies of the subject Agreement, with one

to be maintained by the City; with one to be delivered to Marty Kiar, as Broward County Property Appraiser, and with one to be directed to the Office of City Attorney.

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 14, 2017.

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

ATTEST:

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

JCB:jlja

Sponsored by: SUSAN GOODING-LIBURD, Director of Financial 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)



AGREEMENT

between

MARTY KIAR, AS BROWARD COUNTY PROPERTY APPRAISER

and

CITY OF LAUDERDALE LAKES, FLORIDA

for

NON-AD VALOREM ASSESSMENTS

This is an Agreement, made and entered into, by, and between: MARTY KIAR, as BROWARD COUNTY PROPERTY APPRAISER ("PROPERTY APPRAISER"), and CITY OF LAUDERDALE LAKES, FLORIDA ("CITY").

WHEREAS, the City desires to develop and implement a non-ad valorem assessment roll for the year 2017 and succeeding years, to provide funds from property owners within the City for Fire Rescue Services.

WHEREAS, the City desires to use the services of Property Appraiser to create and maintain a non-ad valorem tax roll, and Property Appraiser is prepared to do so on behalf of the City.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. The Property Appraiser agrees to perform the following services for the City:
  - A. Create a Non-Ad Valorem Assessment Roll for the City for tax year 2017 and each succeeding year until this Agreement is terminated pursuant to Paragraph 11 below, using data presently in the Property Appraiser's computer as to the property characteristics the City intends to use for purposes of levying the non-ad valorem assessments. Should the City desire to use additional property characteristics other than those already in the computer records, Property Appraiser will advise City whether this is possible, when it can be accomplished, and the additional cost incurred of so doing.
  - B. Provide the City with an annual preliminary estimate of the number of each type of property within the City (e.g., single family residential, vacant land, condominium, etc.) for the City's planning purposes in establishing its non-ad valorem assessments.

- C. Receive from the City its preliminary non-ad valorem assessment levy for each type of property and preliminarily extend that amount against each parcel of real property within the City.
- D. Furnish the City with a computer-readable data file of the Non-Ad Valorem Roll when such preliminary amounts have been extended.
- E. Upon notification by the City of their proposed date for the scheduled public hearing, the Property Appraiser shall immediately let the City know whether the 20-day advanced notification requirement cannot be met for said proposed public hearing date.
- F. Include the City's non-ad valorem assessment in the TRIM notice sent to the City's property owners in August.
- G. Receive from the City corrections to the roll and update the Non-Ad Valorem Assessment Roll with the changed and corrected information.
- H. Deliver the City's Uniform Non-Ad Valorem Assessment Roll to the Broward County Revenue Collector's office so that the tax bills mailed on or about November 1 will include the amount for the City's assessment levies.

2. City agrees to perform the following acts in connection with this agreement:

- A. Advise the property owners within the City in an appropriate and lawful manner of the City's intention to utilize the uniform non-ad valorem assessment method described in Sections 197.3631 through 197.3635, Florida Statutes and carry out its responsibilities under said Sections.
- B. Timely provide the Property Appraiser with information required to prepare the Uniform Non-Ad Valorem Assessment Roll.
- C. Any material changes of assessment, including, but not limited to, methodology, units of measurement, or creation of additional rates within a single district, must be submitted to the Property Appraiser no later than May 1<sup>st</sup> of the applicable tax year.
- D. Establish an appropriate appeal process for property owners who wish to contest the classification of their property or amounts of uniform non-ad valorem assessments.
- E. Advise the property owners within the City, as appropriate, that the Property Appraiser's office is acting in a ministerial capacity for the City in connection

with the non-ad valorem assessments.

- F. The City shall notify Property Appraiser of the proposed date of the scheduled public hearing to be included in the TRIM Notice no later than July 31.
  - G. Within 30 days of invoice, pay the Property Appraiser the necessary administrative costs incurred in carrying out his functions under this Agreement, including but not limited to those costs associated with personnel, forms, supplies, data processing, computer equipment, postage if necessary, and programming.
- 3. Within 30 days of invoice, the Property Appraiser shall be compensated by the City for all administrative costs incurred in carrying out this Agreement at the rate of \$.50 per parcel. The parties understand this rate per parcel does not include any amount for extraordinary programming or other services required by the City. For purposes of this Agreement, "extraordinary programming" shall mean the creation of customized computer programs, assessment calculation routines or creation of data not normally used by the Property Appraiser. In the event that the use of extraordinary programming or creation of such data is required, the Property Appraiser shall estimate the cost of such programming or creation of such data and inform the City of such cost in writing in advance. The Property Appraiser will not engage in such extraordinary programming or creation of such data without prior written approval from the City.
  - 4. Any changes submitted to the Property Appraiser after the May 1<sup>st</sup> cutoff date shall be disregarded by the Property Appraiser and will not be reflected on the TRIM Notice, or in the file passed to the Revenue Collector. Failure of the City to provide the Property Appraiser with material changes of assessment by May 1<sup>st</sup> shall not be grounds for a refund of any monies paid, and shall not relieve the City of any outstanding financial obligations to the Property Appraiser, and the City agrees to hold the Property Appraiser harmless for any repercussions resulting from the new material changes of assessment not being reflected on the TRIM Notice, or in the file passed to the Revenue Collector.
  - 5. The specific duties to be performed under this Agreement and their respective timeframes are contained in Attachment A, which is incorporated herein by reference.
  - 6. If the Property Appraiser or City determines this Agreement needs modification, said modification must be in writing, signed by both parties, and entered into prior to January 1<sup>st</sup> of the tax year in which such modification is to become effective.
  - 7. Neither party may assign his or its obligations under this Agreement.

8. This Agreement is governed by and construed in accordance with Florida law. Any and all legal action necessary to enforce this Agreement will be held in Broward County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or 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 further exercise thereof.
9. All parts of this Agreement not held unenforceable for any reason shall be given full force and effect.
10. All communications required by this Agreement shall be in writing and sent by first class mail or email to the other party. Notices to the City shall be addressed to \_\_\_\_\_ at the following address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Email: \_\_\_\_\_

Notices to the Property Appraiser shall be addressed to:

Holly Cimino, Director of Finance, Budget, and Tax Roll  
Broward County Property Appraiser's Office  
115 South Andrews Avenue, Room 111  
Fort Lauderdale, Florida 33301  
Email: hcimino@bcpa.net

11. Except as otherwise provided herein, this Agreement shall continue from year to year unless cancelled by either party. Either party may cancel this Agreement by providing the other party written notice of the cancellation prior to January 1<sup>st</sup> of the year the agreement shall stand terminated. Property Appraiser will perform no further work after a written cancellation is received.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: PROPERTY APPRAISER by and through MARTY KIAR and CITY, by and through \_\_\_\_\_, City Manager, duly authorized to execute same.

PROPERTY APPRAISER:

\_\_\_\_\_  
MARTY KIAR, BROWARD COUNTY  
PROPERTY APPRAISER

\_\_\_\_\_ day of January, 2017

CITY:

\_\_\_\_\_  
\_\_\_\_\_, CITY MANAGER

\_\_\_\_\_ day of January, 2017

Approved as to form:

\_\_\_\_\_  
Mila Schwartzreich, General Counsel  
Broward County Property Appraiser's Office

**ATTACHMENT A**

**CITY OF CITY OF LAUDERDALE LAKES, FLORIDA**  
**CALENDAR FOR IMPLEMENTATION OF**  
**NON-AD VALOREM ASSESSMENT**

TASK TO BE PERFORMED ON AN ANNUAL BASIS	DUE DATE
<p>1. Property Appraiser to provide the City with an electronic file that includes owner name, property address and property ID, property classifications, square footage of non-residential property, and number of units for residential property.</p> <p>Note: The file shall be a text file or an excel file and shall include a file layout of all data fields, as well as a description of all Property Appraiser codes.</p>	On or prior to June 1.
2. Property Appraiser certifies City's taxable value.	On or prior to July 1.
3. City reviews assessment data (unit counts, square footage amounts, property classifications, etc.) provided by the Property Appraiser for accuracy, and notifies the Property Appraiser of any corrections.	From June 1 to July 31.
4. City calculates its preliminary <u>Fire Rescue Services</u> assessment rates. If the preliminary rates are different than existing rates, the Property Appraiser shall provide a recap of revenues to be generated based upon the new rates or, if necessary, re-run the assessment data file with the new rates for the City.	From June 1 to July 31.
5. City adopts its preliminary millage rate and preliminary non-ad valorem <u>Fire Rescue Services</u> assessment rates.	On or prior to August 4.
6. City adopts an Initial Assessment Resolution for the <u>Fire Rescue Services</u> assessment program.	On or prior to August 4.
7. City provides the Property Appraiser with its preliminary adopted non-ad valorem <u>Fire Rescue Services</u> assessment rates, and the date, time and place of the public hearing, and any other information necessary to be placed on the TRIM notice.	On or prior to August 4.
8. Property Appraiser shall send TRIM notices, which include the non-ad valorem <u>Fire Rescue Services</u> assessment to all City property owners.	On or prior to August 24.

9. City advertises its public hearing in a newspaper.	On or prior to August 24.
10. City provides Property Appraiser with any corrections for re-TRIM.	September
11. City holds its public hearing and adopts a Final Assessment Resolution.	On or prior to September 15.
12. In conformance with Fla. Stat. 197.3632, the City certifies the final non-ad valorem <u>Fire Rescue Services</u> assessment rates, and provides the Property Appraiser with a certified copy of the resolution adopting the rates.	On or prior to September 15.
13. Property Appraiser delivers the City's non-ad valorem <u>Fire Rescue Services</u> assessment rolls to the Revenue Collector.	At the time of ad valorem tax roll certification.
14. Property Appraiser provides the City a file of the non-ad valorem assessment roll delivered to the Revenue Collector as the final record of current year <u>Fire Rescue Services</u> assessments.	30 days after delivery of non-ad valorem assessment roll to the Revenue Collector.

## CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: No

Contract Requirement: Yes

Title
-------

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
---

Summary
---------

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.
--

Staff Recommendation
----------------------

**Background:**

Broward County Property Appraiser's Office (BCPA) creates and maintains a non-ad valorem tax roll for the Stormwater Assessment on an annual basis. The BCPA Office provides a preliminary, certified, and final estimate of each parcel's values, and other characteristics; provides notifications of public hearings to property owners via the (Truth-In-Millage) TRIM Notice, and certifies the Non-Ad valorem to the Broward County Revenue Collector on the City's behalf.

There are no contractual changes to this agreement. All operating deadlines remain the same and the rate of \$.50 per parcel remains the same.

**Funding Source:**

Not applicable

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

**Meeting Date:** 2/14/2017

**ATTACHMENTS:**

Description	Type
<input type="checkbox"/> Resolution 2017-017 - Agreement with Property Appraiser for NON-AD Valorem Storm Water Assessment	Resolution
<input type="checkbox"/> Exhibit A - Stormwater Special Assessment Agreement	Exhibit



## 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.

WHEREAS, the City desires to develop and implement a non-ad valorem assessment roll for the Year 2017, and succeeding years, to provide funds from property owners within the City for Storm Water Services, and

WHEREAS, the City desires to use the services of the Broward County Property Appraiser to maintain a non-ad valorem tax roll, and the Property Appraiser is prepared to do so on behalf of the City,

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 City Manager is hereby authorized and directed to execute that certain Agreement with Marty Kiar, as Broward County Property Appraiser for Non-Ad Valorem Assessments for Storm Water Services, a summary of which is attached as **Exhibit A**.

Section 3. INSTRUCTIONS TO THE CITY CLERK: The City Clerk is hereby authorized to obtain three (3) fully executed copies of the subject Agreement, with one

to be maintained by the City; with one to be delivered to Marty Kiar, as Broward County Property Appraiser, and with one to be directed to the Office of City Attorney.

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 14, 2017.

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

ATTEST:

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

JCB:jlja

Sponsored by: SUSAN GOODING-LIBURD, Director of Financial 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)

AGREEMENT

between

MARTY KIAR, AS BROWARD COUNTY PROPERTY APPRAISER

and

CITY OF LAUDERDALE LAKES, FLORIDA

for

NON-AD VALOREM ASSESSMENTS

This is an Agreement, made and entered into, by, and between: MARTY KIAR, as BROWARD COUNTY PROPERTY APPRAISER ("PROPERTY APPRAISER"), and CITY OF LAUDERDALE LAKES, FLORIDA ("CITY").

WHEREAS, the City desires to develop and implement a non-ad valorem assessment roll for the year 2017 and succeeding years, to provide funds from property owners within the City for Storm Water Services.

WHEREAS, the City desires to use the services of Property Appraiser to create and maintain a non-ad valorem tax roll, and Property Appraiser is prepared to do so on behalf of the City.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. The Property Appraiser agrees to perform the following services for the City:
  - A. Create a Non-Ad Valorem Assessment Roll for the City for tax year 2017 and each succeeding year until this Agreement is terminated pursuant to Paragraph 11 below, using data presently in the Property Appraiser's computer as to the property characteristics the City intends to use for purposes of levying the non-ad valorem assessments. Should the City desire to use additional property characteristics other than those already in the computer records, Property Appraiser will advise City whether this is possible, when it can be accomplished, and the additional cost incurred of so doing.
  - B. Provide the City with an annual preliminary estimate of the number of each type of property within the City (e.g., single family residential, vacant land, condominium, etc.) for the City's planning purposes in establishing its non-ad valorem assessments.

- C. Receive from the City its preliminary non-ad valorem assessment levy for each type of property and preliminarily extend that amount against each parcel of real property within the City.
- D. Furnish the City with a computer-readable data file of the Non-Ad Valorem Roll when such preliminary amounts have been extended.
- E. Upon notification by the City of their proposed date for the scheduled public hearing, the Property Appraiser shall immediately let the City know whether the 20-day advanced notification requirement cannot be met for said proposed public hearing date.
- F. Include the City's non-ad valorem assessment in the TRIM notice sent to the City's property owners in August.
- G. Receive from the City corrections to the roll and update the Non-Ad Valorem Assessment Roll with the changed and corrected information.
- H. Deliver the City's Uniform Non-Ad Valorem Assessment Roll to the Broward County Revenue Collector's office so that the tax bills mailed on or about November 1 will include the amount for the City's assessment levies.

2. City agrees to perform the following acts in connection with this agreement:

- A. Advise the property owners within the City in an appropriate and lawful manner of the City's intention to utilize the uniform non-ad valorem assessment method described in Sections 197.3631 through 197.3635, Florida Statutes and carry out its responsibilities under said Sections.
- B. Timely provide the Property Appraiser with information required to prepare the Uniform Non-Ad Valorem Assessment Roll.
- C. Any material changes of assessment, including, but not limited to, methodology, units of measurement, or creation of additional rates within a single district, must be submitted to the Property Appraiser no later than May 1<sup>st</sup> of the applicable tax year.
- D. Establish an appropriate appeal process for property owners who wish to contest the classification of their property or amounts of uniform non-ad valorem assessments.
- E. Advise the property owners within the City, as appropriate, that the Property Appraiser's office is acting in a ministerial capacity for the City in connection

with the non-ad valorem assessments.

- F. The City shall notify Property Appraiser of the proposed date of the scheduled public hearing to be included in the TRIM Notice no later than July 31.
  - G. Within 30 days of invoice, pay the Property Appraiser the necessary administrative costs incurred in carrying out his functions under this Agreement, including but not limited to those costs associated with personnel, forms, supplies, data processing, computer equipment, postage if necessary, and programming.
- 3. Within 30 days of invoice, the Property Appraiser shall be compensated by the City for all administrative costs incurred in carrying out this Agreement at the rate of \$.50 per parcel. The parties understand this rate per parcel does not include any amount for extraordinary programming or other services required by the City. For purposes of this Agreement, "extraordinary programming" shall mean the creation of customized computer programs, assessment calculation routines or creation of data not normally used by the Property Appraiser. In the event that the use of extraordinary programming or creation of such data is required, the Property Appraiser shall estimate the cost of such programming or creation of such data and inform the City of such cost in writing in advance. The Property Appraiser will not engage in such extraordinary programming or creation of such data without prior written approval from the City.
  - 4. Any changes submitted to the Property Appraiser after the May 1<sup>st</sup> cutoff date shall be disregarded by the Property Appraiser and will not be reflected on the TRIM Notice, or in the file passed to the Revenue Collector. Failure of the City to provide the Property Appraiser with material changes of assessment by May 1<sup>st</sup> shall not be grounds for a refund of any monies paid, and shall not relieve the City of any outstanding financial obligations to the Property Appraiser, and the City agrees to hold the Property Appraiser harmless for any repercussions resulting from the new material changes of assessment not being reflected on the TRIM Notice, or in the file passed to the Revenue Collector.
  - 5. The specific duties to be performed under this Agreement and their respective timeframes are contained in Attachment A, which is incorporated herein by reference.
  - 6. If the Property Appraiser or City determines this Agreement needs modification, said modification must be in writing, signed by both parties, and entered into prior to January 1<sup>st</sup> of the tax year in which such modification is to become effective.
  - 7. Neither party may assign his or its obligations under this Agreement.

8. This Agreement is governed by and construed in accordance with Florida law. Any and all legal action necessary to enforce this Agreement will be held in Broward County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or 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 further exercise thereof.
9. All parts of this Agreement not held unenforceable for any reason shall be given full force and effect.
10. All communications required by this Agreement shall be in writing and sent by first class mail or email to the other party. Notices to the City shall be addressed to \_\_\_\_\_ at the following address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Email: \_\_\_\_\_

Notices to the Property Appraiser shall be addressed to:

Holly Cimino, Director of Finance, Budget, and Tax Roll  
Broward County Property Appraiser's Office  
115 South Andrews Avenue, Room 111  
Fort Lauderdale, Florida 33301  
Email: hcimino@bcpa.net

11. Except as otherwise provided herein, this Agreement shall continue from year to year unless cancelled by either party. Either party may cancel this Agreement by providing the other party written notice of the cancellation prior to January 1<sup>st</sup> of the year the agreement shall stand terminated. Property Appraiser will perform no further work after a written cancellation is received.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: PROPERTY APPRAISER by and through MARTY KIAR and CITY, by and through \_\_\_\_\_, City Manager, duly authorized to execute same.

PROPERTY APPRAISER:

\_\_\_\_\_  
MARTY KIAR, BROWARD COUNTY  
PROPERTY APPRAISER

\_\_\_\_\_ day of January, 2017

CITY:

\_\_\_\_\_  
\_\_\_\_\_, CITY MANAGER

\_\_\_\_\_ day of January, 2017

Approved as to form:

\_\_\_\_\_  
Mila Schwartzreich, General Counsel  
Broward County Property Appraiser's Office

**ATTACHMENT A****CITY OF CITY OF LAUDERDALE LAKES, FLORIDA****CALENDAR FOR IMPLEMENTATION OF****NON-AD VALOREM ASSESSMENT**

TASK TO BE PERFORMED ON AN ANNUAL BASIS	DUE DATE
<p>1. Property Appraiser to provide the City with an electronic file that includes owner name, property address and property ID, property classifications, square footage of non-residential property, and number of units for residential property.</p> <p>Note: The file shall be a text file or an excel file and shall include a file layout of all data fields, as well as a description of all Property Appraiser codes.</p>	On or prior to June 1.
2. Property Appraiser certifies City's taxable value.	On or prior to July 1.
3. City reviews assessment data (unit counts, square footage amounts, property classifications, etc.) provided by the Property Appraiser for accuracy, and notifies the Property Appraiser of any corrections.	From June 1 to July 31.
4. City calculates its preliminary <u>Storm Water Services</u> assessment rates. If the preliminary rates are different than existing rates, the Property Appraiser shall provide a recap of revenues to be generated based upon the new rates or, if necessary, re-run the assessment data file with the new rates for the City.	From June 1 to July 31.
5. City adopts its preliminary millage rate and preliminary non-ad valorem <u>Storm Water Services</u> assessment rates.	On or prior to August 4.
6. City adopts an Initial Assessment Resolution for the <u>Storm Water Services</u> assessment program.	On or prior to August 4.
7. City provides the Property Appraiser with its preliminary adopted non-ad valorem <u>Storm Water Services</u> assessment rates, and the date, time and place of the public hearing, and any other information necessary to be placed on the TRIM notice.	On or prior to August 4.
8. Property Appraiser shall send TRIM notices, which include the non-ad valorem <u>Storm Water Services</u> assessment to all City property owners.	On or prior to August 24.



9. City advertises its public hearing in a newspaper.	On or prior to August 24.
10. City provides Property Appraiser with any corrections for re-TRIM.	September
11. City holds its public hearing and adopts a Final Assessment Resolution.	On or prior to September 15.
12. In conformance with Fla. Stat. 197.3632, the City certifies the final non-ad valorem <u>Storm Water Services</u> assessment rates, and provides the Property Appraiser with a certified copy of the resolution adopting the rates.	On or prior to September 15.
13. Property Appraiser delivers the City's non-ad valorem <u>Storm Water Services</u> assessment rolls to the Revenue Collector.	At the time of ad valorem tax roll certification.
14. Property Appraiser provides the City a file of the non-ad valorem assessment roll delivered to the Revenue Collector as the final record of current year <u>Storm Water Services</u> assessments.	30 days after delivery of non-ad valorem assessment roll to the Revenue Collector.

## CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: No

Contract Requirement: Yes

Title
-------

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
--

Summary
---------

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.
---

Staff Recommendation
----------------------

**Background:**

Broward County Property Appraiser's Office (BCPA) creates and maintains a non-ad valorem tax roll for the Solid Waste Assessment on an annual basis. The BCPA Office provides a preliminary, certified, and final estimate of each parcel's values, and other characteristics; provides notifications of public hearings to property owners via the (Truth-In-Millage) TRIM Notice, and certifies the Non-Ad valorem to the Broward County Revenue Collector on the City's behalf.

There are no contractual changes to this agreement. All operating deadlines remain the same and the rate of \$.50 per parcel remains the same.

**Funding Source:**

Not applicable

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

**Meeting Date:** 2/14/2017

**ATTACHMENTS:**

Description	Type
<input type="checkbox"/> Resolution 2017-018; Agreement With Property Appraiser for NON-AD Valorem Solid Waste Assessment	Resolution
<input type="checkbox"/> Exhibit A - Solid Waste Special Assessment Agreement	Exhibit

## 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.

WHEREAS, the City desires to develop and implement a non-ad valorem assessment roll for the Year 2017, and succeeding years, to provide funds from property owners within the City for Solid Waste Services, and

WHEREAS, the City desires to use the services of the Broward County Property Appraiser to maintain a non-ad valorem tax roll, and the Property Appraiser is prepared to do so on behalf of the City,

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 City Manager is hereby authorized and directed to execute that certain Agreement with Marty Kiar, as Broward County Property Appraiser for Non-Ad Valorem Assessments for Solid Waste Services, a summary of which is attached as **Exhibit A**.

Section 3. INSTRUCTIONS TO THE CITY CLERK: The City Clerk is hereby authorized to obtain three (3) fully executed copies of the subject Agreement, with one

to be maintained by the City; with one to be delivered to Marty Kiar, as Broward County Property Appraiser, and with one to be directed to the Office of City Attorney.

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 14, 2017.

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

ATTEST:

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

JCB:jlja

Sponsored by: SUSAN GOODING-LIBURD, Director of Financial 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)

AGREEMENT

between

MARTY KIAR, AS BROWARD COUNTY PROPERTY APPRAISER

and

CITY OF LAUDERDALE LAKES, FLORIDA

for

NON-AD VALOREM ASSESSMENTS

This is an Agreement, made and entered into, by, and between: MARTY KIAR, as BROWARD COUNTY PROPERTY APPRAISER ("PROPERTY APPRAISER"), and CITY OF LAUDERDALE LAKES, FLORIDA ("CITY").

WHEREAS, the City desires to develop and implement a non-ad valorem assessment roll for the year 2017 and succeeding years, to provide funds from property owners within the City for Solid Waste Services.

WHEREAS, the City desires to use the services of Property Appraiser to create and maintain a non-ad valorem tax roll, and Property Appraiser is prepared to do so on behalf of the City.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. The Property Appraiser agrees to perform the following services for the City:
  - A. Create a Non-Ad Valorem Assessment Roll for the City for tax year 2017 and each succeeding year until this Agreement is terminated pursuant to Paragraph 11 below, using data presently in the Property Appraiser's computer as to the property characteristics the City intends to use for purposes of levying the non-ad valorem assessments. Should the City desire to use additional property characteristics other than those already in the computer records, Property Appraiser will advise City whether this is possible, when it can be accomplished, and the additional cost incurred of so doing.
  - B. Provide the City with an annual preliminary estimate of the number of each type of property within the City (e.g., single family residential, vacant land, condominium, etc.) for the City's planning purposes in establishing its non-ad valorem assessments.

- C. Receive from the City its preliminary non-ad valorem assessment levy for each type of property and preliminarily extend that amount against each parcel of real property within the City.
- D. Furnish the City with a computer-readable data file of the Non-Ad Valorem Roll when such preliminary amounts have been extended.
- E. Upon notification by the City of their proposed date for the scheduled public hearing, the Property Appraiser shall immediately let the City know whether the 20-day advanced notification requirement cannot be met for said proposed public hearing date.
- F. Include the City's non-ad valorem assessment in the TRIM notice sent to the City's property owners in August.
- G. Receive from the City corrections to the roll and update the Non-Ad Valorem Assessment Roll with the changed and corrected information.
- H. Deliver the City's Uniform Non-Ad Valorem Assessment Roll to the Broward County Revenue Collector's office so that the tax bills mailed on or about November 1 will include the amount for the City's assessment levies.

2. City agrees to perform the following acts in connection with this agreement:

- A. Advise the property owners within the City in an appropriate and lawful manner of the City's intention to utilize the uniform non-ad valorem assessment method described in Sections 197.3631 through 197.3635, Florida Statutes and carry out its responsibilities under said Sections.
- B. Timely provide the Property Appraiser with information required to prepare the Uniform Non-Ad Valorem Assessment Roll.
- C. Any material changes of assessment, including, but not limited to, methodology, units of measurement, or creation of additional rates within a single district, must be submitted to the Property Appraiser no later than May 1<sup>st</sup> of the applicable tax year.
- D. Establish an appropriate appeal process for property owners who wish to contest the classification of their property or amounts of uniform non-ad valorem assessments.
- E. Advise the property owners within the City, as appropriate, that the Property Appraiser's office is acting in a ministerial capacity for the City in connection

with the non-ad valorem assessments.

- F. The City shall notify Property Appraiser of the proposed date of the scheduled public hearing to be included in the TRIM Notice no later than July 31.
  - G. Within 30 days of invoice, pay the Property Appraiser the necessary administrative costs incurred in carrying out his functions under this Agreement, including but not limited to those costs associated with personnel, forms, supplies, data processing, computer equipment, postage if necessary, and programming.
- 3. Within 30 days of invoice, the Property Appraiser shall be compensated by the City for all administrative costs incurred in carrying out this Agreement at the rate of \$.50 per parcel. The parties understand this rate per parcel does not include any amount for extraordinary programming or other services required by the City. For purposes of this Agreement, "extraordinary programming" shall mean the creation of customized computer programs, assessment calculation routines or creation of data not normally used by the Property Appraiser. In the event that the use of extraordinary programming or creation of such data is required, the Property Appraiser shall estimate the cost of such programming or creation of such data and inform the City of such cost in writing in advance. The Property Appraiser will not engage in such extraordinary programming or creation of such data without prior written approval from the City.
  - 4. Any changes submitted to the Property Appraiser after the May 1<sup>st</sup> cutoff date shall be disregarded by the Property Appraiser and will not be reflected on the TRIM Notice, or in the file passed to the Revenue Collector. Failure of the City to provide the Property Appraiser with material changes of assessment by May 1<sup>st</sup> shall not be grounds for a refund of any monies paid, and shall not relieve the City of any outstanding financial obligations to the Property Appraiser, and the City agrees to hold the Property Appraiser harmless for any repercussions resulting from the new material changes of assessment not being reflected on the TRIM Notice, or in the file passed to the Revenue Collector.
  - 5. The specific duties to be performed under this Agreement and their respective timeframes are contained in Attachment A, which is incorporated herein by reference.
  - 6. If the Property Appraiser or City determines this Agreement needs modification, said modification must be in writing, signed by both parties, and entered into prior to January 1<sup>st</sup> of the tax year in which such modification is to become effective.
  - 7. Neither party may assign his or its obligations under this Agreement.

8. This Agreement is governed by and construed in accordance with Florida law. Any and all legal action necessary to enforce this Agreement will be held in Broward County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or 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 further exercise thereof.
9. All parts of this Agreement not held unenforceable for any reason shall be given full force and effect.
10. All communications required by this Agreement shall be in writing and sent by first class mail or email to the other party. Notices to the City shall be addressed to \_\_\_\_\_ at the following address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Email: \_\_\_\_\_

Notices to the Property Appraiser shall be addressed to:

Holly Cimino, Director of Finance, Budget, and Tax Roll  
Broward County Property Appraiser's Office  
115 South Andrews Avenue, Room 111  
Fort Lauderdale, Florida 33301  
Email: hcimino@bcpa.net

11. Except as otherwise provided herein, this Agreement shall continue from year to year unless cancelled by either party. Either party may cancel this Agreement by providing the other party written notice of the cancellation prior to January 1<sup>st</sup> of the year the agreement shall stand terminated. Property Appraiser will perform no further work after a written cancellation is received.



IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: PROPERTY APPRAISER by and through MARTY KIAR and CITY, by and through \_\_\_\_\_, City Manager, duly authorized to execute same.

PROPERTY APPRAISER:

\_\_\_\_\_  
MARTY KIAR, BROWARD COUNTY  
PROPERTY APPRAISER

\_\_\_\_\_ day of January, 2017

CITY:

\_\_\_\_\_  
\_\_\_\_\_, CITY MANAGER

\_\_\_\_\_ day of January, 2017

Approved as to form:

\_\_\_\_\_  
Mila Schwartzreich, General Counsel  
Broward County Property Appraiser's Office

**ATTACHMENT A****CITY OF CITY OF LAUDERDALE LAKES, FLORIDA****CALENDAR FOR IMPLEMENTATION OF****NON-AD VALOREM ASSESSMENT**

TASK TO BE PERFORMED ON AN ANNUAL BASIS	DUE DATE
<p>1. Property Appraiser to provide the City with an electronic file that includes owner name, property address and property ID, property classifications, square footage of non-residential property, and number of units for residential property.</p> <p>Note: The file shall be a text file or an excel file and shall include a file layout of all data fields, as well as a description of all Property Appraiser codes.</p>	On or prior to June 1.
2. Property Appraiser certifies City's taxable value.	On or prior to July 1.
3. City reviews assessment data (unit counts, square footage amounts, property classifications, etc.) provided by the Property Appraiser for accuracy, and notifies the Property Appraiser of any corrections.	From June 1 to July 31.
4. City calculates its preliminary <u>Solid Waste Services</u> assessment rates. If the preliminary rates are different than existing rates, the Property Appraiser shall provide a recap of revenues to be generated based upon the new rates or, if necessary, re-run the assessment data file with the new rates for the City.	From June 1 to July 31.
5. City adopts its preliminary millage rate and preliminary non-ad valorem <u>Solid Waste Services</u> assessment rates.	On or prior to August 4.
6. City adopts an Initial Assessment Resolution for the <u>Solid Waste Services</u> assessment program.	On or prior to August 4.
7. City provides the Property Appraiser with its preliminary adopted non-ad valorem <u>Solid Waste Services</u> assessment rates, and the date, time and place of the public hearing, and any other information necessary to be placed on the TRIM notice.	On or prior to August 4.
8. Property Appraiser shall send TRIM notices, which include the non-ad valorem <u>Solid Waste Services</u> assessment to all City property owners.	On or prior to August 24.

9. City advertises its public hearing in a newspaper.	On or prior to August 24.
10. City provides Property Appraiser with any corrections for re-TRIM.	September
11. City holds its public hearing and adopts a Final Assessment Resolution.	On or prior to September 15.
12. In conformance with Fla. Stat. 197.3632, the City certifies the final non-ad valorem <u>Solid Waste Services</u> assessment rates, and provides the Property Appraiser with a certified copy of the resolution adopting the rates.	On or prior to September 15.
13. Property Appraiser delivers the City's non-ad valorem <u>Solid Waste Services</u> assessment rolls to the Revenue Collector.	At the time of ad valorem tax roll certification.
14. Property Appraiser provides the City a file of the non-ad valorem assessment roll delivered to the Revenue Collector as the final record of current year <u>Solid Waste Services</u> assessments.	30 days after delivery of non-ad valorem assessment roll to the Revenue Collector.

## CITY OF LAUDERDALE LAKES

### Agenda Cover Page

Fiscal Impact: Yes

Contract Requirement: Yes

#### Title

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

#### Summary

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.

#### Staff Recommendation

#### Background:

During the Legislative Session, the City of Lauderdale Lakes submitted a funding request to the State of Florida totaling \$1,000,000 for the Northwest 31 Avenue Corridor Improvement Project. At the culmination of the Legislative Session, the City of Lauderdale Lakes was awarded \$1,000,000. Based on the approved funding amount, the scope of services will entail the installation of a sidewalk on the east side of NW 31 Avenue generally from NW 39 Street to NW 44 Street, roadway reconstruction, lighting modifications and other associated improvements.

The NW 31 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.

Upon execution of the agreement, the designated department will proceed with the appropriate procurement process to complete the project within the three year period allowed by FDOT. It is expected that the project will be complete by December 2019.

#### Funding Source:

Gas Tax

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

**Meeting Date:** 2/14/2017

#### ATTACHMENTS:

Description	Type
<input type="checkbox"/> Resolution - Authorizing agreement with FDOT for NW 31 Avenue Corridor Improvement Project	Resolution
<input type="checkbox"/> Exhibit A - Agreement Florida Department of Transportation for NW 31 Avenue	Backup Material

## 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.

WHEREAS, the City submitted a funding request to the State of Florida to facilitate its Northwest 31 Avenue Corridor Improvement Project, as a result of which it has been awarded a One Million and No/100 (\$1,000,000.00) Dollar grant for such purpose, and

WHEREAS, it is necessary to contract with FDOT to bind such funds and describe 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 Agreement FM# 439409-1-54-01 EDTF, in an amount not to exceed One Million and No/100 (\$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

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 Agreement, with one to be maintained by the City; with three to be delivered to the State of Florida Department of Transportation, 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.

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

ATTEST:

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

JCB:jla

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

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)

**STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION**  
**ECONOMIC DEVELOPMENT TRANSPORTATION**  
**PROJECT FUND AGREEMENT**  
**(OFF-SYSTEM SPECIFIC APPROPRIATIONS)**

This Economic Development Transportation Project Fund Agreement (Off-System Specific Appropriation) ("Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, between the State of Florida, Department of Transportation ("FDOT" or "Department") and City of Lauderdale Lakes ("Agency"). FDOT and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

**RECITALS**

A. The Fiscal Year 2016-17 General Appropriations Act, Chapter 2016-66, Laws of Florida, provides the Agency with an appropriation of \$ 1,000,000.00 from the amount in Specific Appropriation 1906, Economic Development Transportation Projects for NW 31<sup>st</sup> Avenue Corridor Improvements from NW 39<sup>th</sup> Street to NW 44<sup>th</sup> Street.

B. This Agreement provides conditions necessary for the release of the funds appropriated to the Agency by Chapter 2016-66, Laws of Florida. The transportation project is further described in **Exhibit "A"**, attached and incorporated in this Agreement ("Project").

C. The Agency is prepared to complete the Project at an estimated total cost of \$ 1,000,000.00.

D. FDOT is prepared to provide \$ 1,000,000.00 under Financial Project Number 439409-1-54-01 toward the total cost of the Project as set forth in Section 6.0 of the Agreement and the Schedule of Funding in **Exhibit "B"**, which is attached and incorporated in this Agreement.

E. The Agency by Resolution No. \_\_\_\_\_ dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, a copy of which is attached as **Exhibit "C"** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

**AGREEMENT**

In consideration of the mutual covenants contained in this Agreement, the Parties agree as follows:

**1.0 RECITALS:** The recitals above are true and correct and are made a part of this Agreement.

**2.0 TERM:** The term of this Agreement shall commence upon full execution by both Parties (“Effective Date”) and continue through December 31, 2019, unless terminated at an earlier date as provided in this Agreement. If the Project is not completed within the time period allotted, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by FDOT prior to the expiration of the Agreement. Expiration of this Agreement will be considered termination of the Project. Only Project costs incurred on or after the Commencement Date of this Agreement (as defined in paragraph 3.0 below) and on or prior to the termination date of the Agreement are eligible.

**3.0 COMMENCEMENT:** Unless terminated earlier, work on the Project shall commence no later than: the 31<sup>th</sup> day of March, 2018 or within 120 days of the issuance of the Notice to Proceed for the construction phase of the Project, whichever date is earlier (“Commencement Date”), and shall be completed on or before December 31, 2019. FDOT shall have the immediate option to terminate this Agreement should the Agency fail to meet either of the above-required dates.

If construction of the transportation Project does not commence within four (4) years of the date Chapter 2016-66, Laws of Florida, became effective, this Agreement and the Project are immediately terminated.

**4.0 PROJECT DESCRIPTION:** The Agency shall provide quantifiable, measurable and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project, identified as Financial Management Number 439409-1-54-01, and the quantifiable, measurable and verifiable units of deliverables are described more fully in **Exhibit “A”** which is incorporated in this Agreement.

**5.0 NOTICES AND APPROVALS:** All notices pertaining to this Agreement are in effect upon receipt by either Party, shall be in writing, and shall be transmitted either by personal hand delivery; United States Post Office, return receipt requested; or, overnight express mail delivery. E-mail and facsimile may be used if the notice is also transmitted by one of the preceding forms of delivery. The addresses and the



Agreement Administrators set forth below for the respective parties shall be the places where notices shall be sent, unless prior written notice of change of address is given.

**FDOT:**

**STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION**  
**SABRINA AUBERY, DISTRICT 4 ECONOMIC DEVELOPMENT**  
**TRANSPORTATION PROJECT FUND COORDINATOR,**  
**3400 W. COMMERCIAL BLVD.**  
**FORT LAUDERDALE, FLORIDA 33309**  
**PHONE: (954) 777-4585**  
**FAX: (954) 777-4074**

**AGENCY:**

**CITY OF LAUDERDALE LAKES**  
**MAQSOOD MOHAMMAD NASIR**  
**4300 NW 36<sup>TH</sup> STREET**  
**LAUDERDALE LAKES, FLORIDA 33311**  
**PHONE: (954) 535-2712**  
**FAX: (954) 733-4220**

All approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

**6.0 RELEASE OF FUNDS:** Project funds made available by FDOT shall not be released until the following have been satisfied:

(a) The Agency has agreed by resolution to accept future maintenance and other attendant costs occurring after completion of the Project for the portion of the Project on the Agency's system and such resolution is attached and incorporated in this Agreement as **Exhibit "C"**;

(b) The Agency shall certify to FDOT that the Agency's design consultant and/or construction contractor has secured the necessary permits. If the Agency fails to provide such certification to FDOT by March 31, 2018, FDOT may, at its discretion, terminate this Agreement;

(c) The Agency shall invoice FDOT quarterly for actual costs incurred. The Agency shall review and approve all invoices, statements, or other related documents duly submitted to the Agency by the Agency's design consultant or construction contractor. Invoices shall be submitted by the Agency to FDOT in detail sufficient for a proper pre-audit and post audit thereof, based on the quantifiable, measurable, and

verifiable units of deliverables as established in Paragraph 4.0 above and **Exhibit “A”**. Deliverables must be received and accepted in writing by the pre-audit and approval by the Agency;

(d) Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Paragraph 4.0 and **Exhibit “A”** has been met;

(e) FDOT will pay to the Agency, after receipt of a detailed invoice, an amount equal to the invoice received by the Agency from the Agency’s consultant or contractor. The Agency must certify on the invoice that the costs from the consultant or contractor are valid, reasonable, necessary, and allowable and the costs have been incurred by the consultant or contractor prior to the date of the invoices. All invoices submitted to the Department must provide complete documentation, including a copy of the consultant’s or contractor’s invoice(s), to substantiate the cost on the invoice. Each quarterly invoice subsequent to the first invoice from the Agency must contain a statement from the Agency that the previous quarterly costs incurred by the consultant or contractor have been paid by the Agency to the consultant or contractor;

(f) Before using its own forces for any phase of the Project, the Agency shall provide FDOT with the opportunity to review and approve the qualifications of the Agency forces to be utilized. In the event the Agency proceeds with any phase the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead);

(g) The Agency shall provide to FDOT certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project have been obtained; and

(h) Provide FDOT with written notification of either its intent to:

(i) Award the construction of the Project to a contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Agency shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or

(ii) Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame in Section 3.0 of this Agreement.

(i) The Agency shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Agency or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of FDOT shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

(j) Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If FDOT determines that the performance of the Agency is unsatisfactory, FDOT shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by FDOT. The Agency shall, within five days after notice from FDOT, provide FDOT with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to FDOT, the Agency shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the Agency resolves the deficiency. If the deficiency is subsequently resolved, the Agency may bill FDOT for the retained amount during the next billing period. If the Agency is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's term.

(k) If, after Project completion, any claim is made by FDOT resulting from an audit or for work or services performed pursuant to this Agreement, FDOT may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to FDOT. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by FDOT.

(1) The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

#### **6.1 TRANSFER OF FUNDS:**

Entities providing goods and services to FDOT should be aware of the following time frames. Upon receipt of the invoice, FDOT has 20 days to inspect and approve the goods and services. FDOT has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to the Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the FDOT.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for entities who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If FDOT determines that the performance of the Agency is unsatisfactory, FDOT shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by FDOT. The Agency shall, within five days after notice from FDOT, provide FDOT with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to FDOT, the Agency shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the

invoice for the then-current billing period. The retainage shall be withheld until the Agency resolves the deficiency. If the deficiency is subsequently resolved, the Agency may bill FDOT for the retained amount during the next billing period. If the Agency is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's term.

**6.2 USE OF FUNDS:** Funds made available by FDOT pursuant to this Agreement shall be expended in a timely manner and solely for the purpose of the approved Project. No such funds shall be used for the purchase of any landscaping, mitigation planting, water and sewer lines, for any legal action against FDOT, or costs associated with preparation of the application for use of Economic Development Transportation funding. The Schedule of Funding, **Exhibit "B"**, is attached and incorporated in this Agreement.

**6.3 ASSURANCES:** As an inducement to the transfer of funds referred to in Section 6.1 above, the Agency certifies that, if initiated, the Project will be carried through to its completion and will not require the expenditure of any additional funds from FDOT. The Agency is liable for all cost overruns on the Project.

**6.4 PROHIBITION OF LOCAL PREFERENCES IN PROCUREMENT OF CONSTRUCTION SERVICES:** If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.

**7.0 DESIGN AND CONSTRUCTION STANDARDS AND REQUIRED APPROVALS:**

(a) The Agency agrees to undertake the design, construction, and Consultant Construction Engineering Inspection ("CCEI") of the Project in accordance with all applicable federal, state and local statutes, rules and regulations, including Agency standards and specifications. A professional engineer, registered in Florida, shall provide the certification that all design and construction for the Project meets the minimum construction standards established by the Agency.

(b) The Agency understands that it is responsible for the preparation of all design plans for the Project. The Agency shall hire a qualified consultant for the design phase of the Project using the Agency's normal procurement procedures to perform the design services for the Project.

(c) Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Agency for the design phase of the Project. Any work performed prior to the execution of this Agreement is not subject to reimbursement.

(d) The Agency will provide one (1) copy of the final design plans and specifications and final bid documents to FDOT's Construction Project Manager prior to commencing construction of the Project.

(e) The Agency shall hire a qualified contractor using the Agency's normal bid procedures to perform the construction work for the Project.

(f) Prior to commencing the construction work described in this Agreement, the Agency shall request a Notice to Proceed from FDOT's Construction Project Manager, Albert Salas, at (954) 958 - 7628 or from an appointed designee. Any construction work performed prior to the issuance of the Notice to Proceed for construction is not subject to reimbursement.

(g) The Agency shall hire a qualified CCEI to perform construction oversight including the obligation to assure that any and all verification testing is performed in accordance with the 2010 Standard Specifications for Road and Bridge Construction, as amended from time to time. FDOT shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. The CCEI firm shall not be the same firm as that of the Engineer of Record for the Project.

(h) The Agency shall require the Agency's contractor to post a payment and performance bond in accordance with Section 337.18(1), Florida Statutes.

(i) The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Agency standards.

(j) Upon completion of the work authorized by this Agreement, the Agency shall notify FDOT in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto as **Exhibit**

“D”. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

(k) The Agency must submit the final invoice to FDOT within one hundred eighty (180) days after the final acceptance of the Project.

(l) Upon completion of the Project, the Agency shall be responsible for the perpetual maintenance of the facilities on its system that are constructed under this Agreement. The terms of this provision shall survive the termination of this Agreement.

**8.0 AVAILABILITY OF FUNDS:** The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Chapter 339.135(6)(a), F.S., are incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of 25,000 dollars and which have a term for a period of more than 1 year."

**9.0 TERMINATION OF AGREEMENT:** FDOT may terminate this Agreement upon no less than thirty (30) days notice in writing delivered in accordance with the Notices and Approvals provisions of Paragraph 5.0. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall return funds in accordance with Section 11.0 of this Agreement within thirty (30) days of the termination of this Agreement. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in

progress on the FDOT right-of-way will become the property of the FDOT and will be turned over promptly by the Agency.

**9.1 TERMINATION REPORT:** Upon termination prior to the expiration of this Agreement, the Agency will provide the following:

(a) Certification that the portion of the Project that has been completed is in compliance with the terms and conditions of this Agreement and meets minimum construction standards established in accordance with Section 336.045, Florida Statutes.

(b) A report which shall specify the following: (i) the total direct Project costs paid from funds made available by FDOT pursuant to this Agreement; and (ii) the balance of any unexpended Project funds.

**10.0 EXPENDITURES IN VIOLATION OF AGREEMENT:** Any Project funds made available by FDOT pursuant to this Agreement which are determined by FDOT to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to FDOT. Acceptance by FDOT of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of FDOT's rights as the funding agency to verify all information at a later date by audit or investigation.

**11.0 LEGAL REQUIREMENTS:**

(a) This Agreement is executed and entered into in the State of Florida and will be construed, performed, and enforced in all respects in strict conformity with local, state, and federal laws, rules, and regulations. Any and all litigation arising under this Agreement shall be brought in the appropriate court in Leon County, Florida, applying Florida law.

(b) If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder of the Agreement will remain in full force and effect and such term or provision will be deemed stricken.

(c) The Agency shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Agency in



conjunction with this Agreement. Failure by the Agency to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by FDOT.

(d) The Agency shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof.

(e) The Agency and FDOT agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of FDOT as a result of this Agreement.

**12.0 PUBLIC ENTITY CRIME:** The Agency affirms that it is aware of the provisions of Section 287.133(2)(a), Florida Statutes. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. The Agency agrees that it shall not violate Section 287.133(2)(a), Florida Statutes, and further acknowledges and agrees that any conviction during the term of this Agreement may result in the termination of this Agreement.

**12.1 NON-RESPONSIBLE CONTRACTORS:** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by FDOT to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

**13.0 UNAUTHORIZED ALIENS:** FDOT will consider the employment of unauthorized aliens, by any contractor or subcontractor, as described by Section 274A(e) of the Immigration and Nationalization Act, cause for termination of this Agreement.

**14.0 NON-DISCRIMINATION:** The Agency will not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race,

religious belief, disability, national origin, or sex. The Agency shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management. The Agency shall insert similar provisions in all contracts and subcontracts for services by this Agreement.

The Agency affirms that it is aware of the provisions of Section 287.134(2)(a), Florida Statutes. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity. The Agency further agrees that it shall not violate Section 287.134(2)(a), Florida Statutes, and acknowledges and agrees that placement on the list during the term of this Agreement may result in the termination of this Agreement.

**15.0 ATTORNEY FEES:** Unless authorized by law and agreed to in writing by FDOT, FDOT will not be liable to pay attorney fees, interest, or cost of collection.

**16.0 TRAVEL:** There shall be no reimbursement for travel expenses under this Agreement.

**17.0 PRESERVATION OF REMEDIES:** No delay or omission to exercise any right, power, or remedy accruing to either Party upon breach or default by either Party under this Agreement, will impair any such right, power or remedy of either Party; nor will such delay or omission be construed as a waiver of any breach or default or any similar breach or default.

**18.0 AUDIT AND MONITORING REQUIREMENTS:**

(a) The administration of resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

1. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.

2. The Agency, a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:

i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted 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 "E"**, which is attached and incorporated into this Agreement, indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, 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.

ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial

reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a 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 Agency's resources (i.e., the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation  
Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, FL 32399-0405  
Email: [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

And

State of Florida Auditor General  
Local Government Audits/342  
111 West Madison Street, Room 401  
Tallahassee, FL 32399-1450  
Email: [flaudgen\\_localgovt@aud.state.fl.us](mailto:flaudgen_localgovt@aud.state.fl.us)

v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Agency shall permit the Department, or its designee, DFS or the Auditor General access to the Agency's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

3. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

**19.0 LOBBYING:** Funds may not be used for the purpose of lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

**20.0 MINORITY VENDORS:** The Agency is encouraged to use small businesses, including minority and women-owned businesses as subcontractors or sub-vendors under this Agreement. The directory of certified minority and women-owned businesses can be accessed from the website of the Department of

Management Services, Office of Supplier Diversity. The Agency shall report on a quarterly basis its expenditures with minority and women-owned businesses. The report shall contain the names and addresses of the minority and women-owned businesses; the aggregate dollar figure disbursed that quarter for each business; the time period; type of goods or services; and the applicable code. If no expenditures were made to minority or women-owned businesses, the Agency shall submit a statement to this effect.

**21.0 INDEMNITY AND INSURANCE:**

(a) The Agency agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, and subconsultants, who perform work in connection with this Agreement:

"The contractor/subcontractor/consultant/subconsultant shall indemnify, defend, save and hold harmless the State of Florida, Department of Transportation and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor/subcontractor/ consultant/subconsultant, its officers, agents or employees."

(b) The Agency shall carry or require its contractor/subcontractor/consultant/subconsultant to carry and keep in force during the period of this Agreement a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$100,000 per person and \$300,000 each occurrence, and property damage insurance of at least \$100,000 each occurrence, for the services to be rendered in accordance with this Agreement. In addition to any other forms of insurance or bonds required under the terms of the Agreement, when it includes construction within the limits of a railroad right-of-way, the Agency must provide or cause its contractor to provide insurance coverage in accordance with Section 7-13 of FDOT's Standard Specifications for Road and Bridge Construction, as amended.

(c) The Agency shall also carry or cause its contractor/subcontractor/consultant/subconsultant to carry and keep in force Worker's Compensation insurance as required for the State of Florida under the Worker's Compensation Law.

**22.0 MODIFICATION OF AGREEMENT:** In the event the Agency desires to modify any of the terms and conditions of this Agreement, the Agency shall make such request for modification in writing to

FDOT at any time during the term of this Agreement. However, if the request for modification relates to changes in the Project commencement and/or Project completion dates, such request must be received by FDOT prior to the expiration of the current commencement or Project completion date. If such a request is made after the expiration of the above referenced date, FDOT shall have the option to terminate this Agreement.

**23.0 E-VERIFY:** The Agency:

(a) shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and

(b) shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

**24.0 INSPECTOR GENERAL:** The Parties agree to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

**25.0 NON-ASSIGNMENT:** The Agency shall not assign, sublicense, or otherwise transfer its rights, duties, or obligations under this Agreement without the prior written consent of FDOT, which consent will not be unreasonably withheld. Any assignment, sublicense, or transfer occurring without the required written approval will be null and void. FDOT will at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental agency in the State of Florida, upon giving prior written notice to the Agency. In the event that FDOT approves transfer of the Agency's obligations, the Agency remains responsible for all work performed and all expenses incurred in connection with this Agreement.

**26.0 ENTIRE AGREEMENT:** This instrument embodies the entire Agreement of the parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement. This

Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the parties. No amendment will be effective unless reduced to writing and signed by an authorized officer of the Agency and the authorized officer of FDOT or his/her delegate.

**27.0 DUPLICATE ORIGINALS:** This Agreement may be executed in duplicate originals.

*The remainder of this page intentionally left blank.*



IN WITNESS WHEREOF, the Parties have executed this Agreement on the date(s) below.

FDOT

State of Florida, Department of Transportation

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

Print Name: STACY L. MILLER, P.E.

Title: Director of Transportation Development

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

Legal Review:

\_\_\_\_\_

See attached Encumbrance Form for date of  
funding approval by Comptroller

AGENCY

City of Lauderdale Lakes, Florida

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

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

Title: MAYOR

As approved by the Board on:

\_\_\_\_\_

Attest: \_\_\_\_\_

City Clerk

Legal Review:

\_\_\_\_\_

City Attorney

**EXHIBIT “A”**  
**SCOPE OF SERVICES**  
**& DELIVERABLES**

**Financial Management Number:**  
**439409-1-54-01**  
**NW 31<sup>st</sup> Avenue Corridor Reconstruction Improvements**  
**(NW 39<sup>th</sup> Street to NW 44<sup>th</sup> Street)**

**(All work is within the City’s right-of-way)**

**The Scope of Services for this Project is defined below:**

The NW 31<sup>st</sup> Avenue corridor improvements will be designed to the Broward County’s Complete Street standards. The Project will include reconstruction of the east side/northbound lanes, and will accommodate the three lane cross-section, bicycle lane, and sidewalk, 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, and 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. The southbound lanes will not be included in this Project.

**DELIVERABLES**

**DESIGN:** 100% Signed and Sealed plans, including, but not necessarily limited to roadway, signing, and marking plans.

**CONSTRUCTION:**

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QTY.
101-1	MOBILIZATION	LS	1
102-1	MAINTENANCE OF TRAFFIC	DAY	180
104-10-3	SEDIMENTBARRIER	LF	2300
104-18	INLET PROTECTION SYSTEM	EA	5
110-1-1	CLEARING & GRUBBING	AC	1
110-4	REMOVAL OF EXISTING CONCRETE PAVEMENT	SY	2000
120-1	REGULAR EXCAVATION	CY	680
120-6	EMBANKMENT	CY	75

160-4	TYPE B STABILIZATION	SY	1400
162-1-11	PREPARED SOIL LAYER , FINISH SOIL LAYER, 6"	SY	1000
285-70-9	OPTIONAL BASE, BASE GORUP 09	SY	1400
327-70-1	MILLING EXIST ASPHALT PAVEMENT, 1' AVG DEPTH	SY	11600
334-1-12	SUPERPAVE ASPHALTIC CONC., TRAFFIC B	TN	155
337-7-74	ASPHALT CONCRETE FRICTION COURSE, TRAFFIC B, FC-12.5, PG 76-22, ARB	TN	720
425-1-352	INLETS, CURB, TYPE P-5, >10'	EA	5
425-5-1	MANHOLES, ADJUST, UTILITIES	EA	6
430-175-124	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 24" S/CD	LF	150
520-1-10	CONCRETE CURB & GUTTER, TYPE F	LF	3310
520-70	TRAFFIC SEPARATOR CONCRETE-SPECIAL VARIABLE WIDTH	LF	50
522-1	CONCRETE SIDEWALK AND DRIVEWAYS, 4' THICK	SY	1500
527-2	DETECTABLE WARNINGS	SF	100
570-1-2	PERFORMANCE TURF, SOD	SY	750
630-2-11	CONDUIT, FURNISH & INSTALL, OPEN TRENCH	LF	100
632-7-2	SIGNAL CABLE- REPAIR/REPLACE/OTHER, FURNISH & INSTALL	LF	100
635-2-11	PULL & SPLICE BOX, F&I, 13" X 24" COVER SIZE	EA	4
646-1-40	ALUMINUM SIGNALS POLE, RELOCATE	EA	3
650-1-70	TRAFFIC SIGNAL/SIGNAGE, RELOCATE, INCLUDES REMOVAL AND REINSTALLATION	AS	2
700-1-11	SINGLE POST SIGN, F&I, GM < 12SF	AS	10
700-1-60	SIGNLE POST SIGN, REMOVE	AS	10
700-3-101	SIGN PANEL, RF&I GROUND MOUNT, UP TO 12SF	EA	2
700-3-601	SIGN PANEL, REMOVE UP TO 12SF	EA	2
705-11-3	DELINEATOR, FLEXIBLE HIGH VISABILITY MEDIAN	EA	7
706-3	RETRO-REFLECTIVE PAVEMENT MARKER	EA	200
710-111-01	PAINTED PAVEMENT MARKINGS STANDARD, WHITE, SOLID , 6"	GM	1.5
710-111-23	PAINTED PAVEMENT MARKINGS STANDARD, WHITE, SOLID , 12"	LF	500
710-111-25	PAINTED PAVEMENT MARKINGS STANDARD, WHITE, SOLID , 24"	LF	500
710-111-31	PAINTED PAVEMENT MARKINGS STANDARD, WHITE, SKIP, 10-30 OR 3-9 SKIP, 6"	GM	0.1
710-111-60	PAINTED PAVEMENT MARKINGS STANDARD, WHITE, MESSAGE OR SYMBOL	EA	16
710-111-70	PAINTED PAVEMENT MARKINGS STANDARD, WHITE, ARROWS	EA	14
710-112-01	PAINTED PAVEMENT MARKINGS STANDARD, YELLOW, SOLID , 6"	GM	0.8
711-111-23	THERMOPLASTIC, STD, WHITE, SOLID, 12"	LF	500

711-111-24	THERMOPLASTIC, STD, WHITE, SOLID, 18"	LF	0
711-111-25	THERMOPLASTIC, STD, WHITE, SOLID, 24"	LF	500
711-111-41	THERMOPLASTIC, STD, WHITE, DOT GUIDE, 6"	GM	0.05
711-111-60	THERMOPLASTIC, STD, WHITE, MESSAGE	EA	16
711-111-70	THERMOPLASTIC, STD, WHITE, ARROW	EA	14
711-161-01	THERMOPLASTIC, STD-OTH, WHITE, SOLID, 6"	GM	1.5
711-162-01	THERMOPLASTIC, STD-OTH, YELLOW, SOLID, 6"	GM	.08
	LANDSCAPE & IRRIGATION	LS	1
	PEDESTRIAN LIGHTING	LS	1

### **CEI CLASSIFICATIONS**

SR. PROJECT ENGINEER  
PROJECT ADMINISTRATOR

SR. INSPECTOR

INSPECTOR

INSPECTOR'S AIDE

QUALITY CONTROL (QC) MANAGER

EARTHWORK CONSTRUCTION INSPECTOR LEVEL 1

EARTHWORK CONSTRUCTION INSPECTOR LEVEL 2

ASPHALT PAVING TECHNICIAN LEVEL 1

ASPHALT PAVING TECHNICIAN LEVEL 2

The City will need written approval from the Department, if deviating, from the Deliverables shown above.

**EXHIBIT “B”**  
**SCHEDULE OF FUNDING**  
**Financial Management Number:**

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
439409-1	STTF	16/17	55.032	Economic Development Transportation Projects – Road Fund	\$1,000,000.00	088865
Total Award					\$1,000,000.00	

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/catalog.aspx>]. The services/purposes for which the funds are to be used are included in the Agreement scope of services/work. Any match required by the recipient is clearly indicated in the Agreement.

**EXHIBIT “C”**  
**AGENCY RESOLUTION**

## EXHIBIT “D”

### NOTICE OF COMPLETION AND ENGINEER’S CERTIFICATION OF COMPLIANCE

#### NOTICE OF COMPLETION

##### ECONOMIC DEVELOPMENT TRANSPORTATION PROJECT FUND AGREEMENT

Between

THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

and City of Lauderdale Lakes

PROJECT DESCRIPTION: NW 31<sup>st</sup> Avenue Corridor Improvements from NW 39<sup>th</sup> Street to NW 44<sup>th</sup> Street

FINANCIAL MANAGEMENT ID# 439409-1-54-01

In accordance with the Terms and Conditions of the Economic Development Transportation Project Fund Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of \_\_\_\_\_, 20\_\_\_\_.

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

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

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

\_\_\_\_\_

#### ENGINEER’S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the Economic Development Transportation Project Fund Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish FDOT a set of “as-built” plans certified by the Engineer of Record/CEI.

By: \_\_\_\_\_, P.E.

SEAL:

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

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

\_\_\_\_\_

**EXHIBIT “E”**

**STATE FINANCIAL ASSISTANCE  
(FLORIDA SINGLE AUDIT ACT)**

**STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

**SUBJECT TO SECTION 215.97, FLORIDA STATUTES:**

**Awarding Agency:** Florida Department of Transportation  
**State Project Title:** ECONOMIC DEVELOPMENT TRANSPORTATION PROJECTS – ROAD FUND  
**CSFA Number:** 55.032  
**\*Award Amount:** \$1,000,000.00

\*The state award amount may change with supplemental agreements

Specific project information for CSFA Number 55.032 is provided at:  
<https://apps.fldfs.com/fsaa/searchCatalog.aspx>

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED  
PURSUANT TO THIS AGREEMENT:**

State Project Compliance Requirements for CSFA Number 55.032 are provided at:  
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>



## CITY OF LAUDERDALE LAKES

### Agenda Cover Page

Fiscal Impact: No

Contract Requirement: No

Title
-------

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
--

Summary
---------

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

Staff Recommendation
----------------------

**Background:**

The Mayor and City Commission will be attending the Congressional City Conference held in Washington, D.C. from March 11, 2017 through March 15, 2017. The Congressional City Conference is a federal advocacy conference of the National League of Cities where leaders from across the Country will be in attendance.

**Funding Source:**

Not applicable

**Sponsor Name/Department:** Mayor Hazelle Rogers, Office of the Mayor and Commission

**Meeting Date:** 2/14/2017

**ATTACHMENTS:**

Description	Type
Resolution 2017-020 - Cancelling the March 13, 2017	
<input type="checkbox"/> Commission Workshop and March 14, 2017 Commission Meeting	Resolution

## 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.

WHEREAS, the Mayor and City Commissioners will be attending the Congressional City Conference held in Washington, D.C., from March 11, 2017, through March 15, 2017, and

WHEREAS, the regular City Workshop meeting is currently scheduled for March 13, 2017, and the regular City Commission meeting is currently scheduled for March 14, 2017, and

WHEREAS, The Congressional City Conference is the federal advocacy conference of the National League of Cities where leaders from across the Country will be in attendance, and

WHEREAS, for this reason, the City Commission has determined that it would be appropriate to cancel the meetings of March 13, 2017, and March 14, 2017, to facilitate the attendance of the City's legislative group,

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. CANCELLATION OF REGULAR CITY COMMISSION AND WORKSHOP MEETINGS DATED MARCH 13, 2017, AND MARCH 14, 2017: The City

Commission and City Workshop meetings presently scheduled for March 13, 2017, and March 14, 2017, are hereby cancelled.

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 14, 2017.

---

HAZELLE ROGERS, MAYOR

ATTEST:

---

SHARON HOUSLIN, CITY CLERK

JCB:jl

Sponsored by: MAYOR HAZELLE ROGERS

**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)