



CITY OF LAUDERDALE LAKES CITY COMMISSION MEETING

NOTICE OF MEETING TO BE CONDUCTED BOTH IN PERSON AND THROUGH THE USE OF COMMUNICATIONS MEDIA TECHNOLOGY (HYBRID MEETING)

The City Commission of the City of Lauderdale Lakes, Florida will be conducting a Regular public meeting held in part through the use of Communications Media Technology (CMT) and in-person attendance in accordance with City of Lauderdale Lakes Emergency Ordinance 2021-010, adopted by the City Commission on December 8, 2020. The City of Lauderdale Lakes City Hall facility is open to the public for this meeting, subject to compliance with applicable City administrative policies, procedures and CDC guidance, which include, without limit, requirements for social distancing and the wearing of facial coverings. The public may also attend this meeting through the following access locations:

- Watch the meeting via Lakes Live TV
- Watch the meeting on Comcast Cable Channel 78
- Join the meeting via Zoom
- Join the meeting via telephone

PUBLIC PARTICIPATION

Any member of the public wishing to submit a petition from the public or make a public comment on an item may do so by submitting a public comment form prior to the meeting. The form can be accessed by visiting the City's Clerks webpage and by selecting City Commission/Workshops/CRA Meetings or by clicking the following link: <https://www.lauderdalelakes.org/FormCenter/City-Clerk-10/Public-Meeting-Comment-Form-58>. Members of the public can also email such to the City Clerk at cityclerk@lauderdalelakes.org prior to 7:00 p.m. on June 28, 2022. You may call 954-535-2709 if you are not able to connect to the zoom meeting via the video link and would like to make a public comment. All submitted public petitions should be no more than three (3) minutes and will be read into the record of the meeting.

****INSTRUCTIONS FOR HYBRID MEETING AND PUBLIC PARTICIPATION****

Watch the meeting via Lakes Live TV:

Go to www.lauderdalelakes.org

Scroll down to Lakes Live TV

Select "Live" to watch it live or "On Demand" to watch it at a later date

Watch the meeting via Comcast/Xfinity Channel 78:

If you are a Comcast/Xfinity customer, please go to Channel 78 to view the meeting

Join the meeting via Zoom:

<https://us06web.zoom.us/j/87060729483>

Join the meeting via telephone:

US: 1 301 715 8592 or 1 312 626 6799

Meeting ID: 870 6072 9483

If any member of the public requires additional information about the City Commission Meeting or has questions about how to submit a petition from the public or make a public comment, please contact the City Clerk:

Venice Howard, City Clerk
City of Lauderdale Lakes
4300 NW 36th Street
Lauderdale Lakes, FL 33319
954-535-2707
cityclerk@lauderdalelakes.org



CITY COMMISSION MEETING AGENDA

City Commission Chambers

June 28, 2022

7:00 PM



Mayor Hazelle Rogers - Vice-Mayor Marilyn Davis
Commissioner Veronica Edwards Phillips - Commissioner Karlene Maxwell-Williams - Commissioner Beverly Williams



City of Lauderdale Lakes City Commission Meeting

Welcome to the City Commission Meeting

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

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

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

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

- **Who May Speak** - Any individual who wishes to address the City Commission may do so providing it is accomplished in an orderly manner and in accordance with the procedures 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 three minutes under the applicable order of business for the City Commission meeting. Petitions from the Public shall not exceed 30 minutes in aggregate time. The Mayor at his/her discretion may allow more time than the allotted time.
- **Speaking on items not on the Agenda** - Each person who wishes to address the City Commission must sign in with the City Clerk before 7:00 p.m.
- **Speaking on an item on the Agenda** - Individuals wishing to speak on an item on the Agenda need to submit a public comment form by accessing the following link
<https://www.lauderdalelakes.org/FormCenter/City-Clerk-10/Public-Meeting-Comment-Form-58> to be recognized by the Mayor.

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

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

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

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



City of Lauderdale Lakes

Office of the City Clerk

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

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

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **INVOCATION AND PLEDGE OF ALLEGIANCE**
 - A. INVOCATION PROVIDED BY PASTOR ASHELEY HEPBURN - MAGNOLIA PARK CHURCH OF CHRIST, MIAMI GARDENS, FL
 - B. PLEDGE OF ALLEGIANCE LED BY TANICHA SAINTIGENE - 2022 MAYOR SAMUEL S. BROWN SCHOLAR
4. **PROCLAMATIONS/PRESENTATIONS**
 - A. PRESENTATION TO THE HISTORIC PRESENTATION ADVISORY BOARD (SPONSORED BY COMMISSIONER BEVERLY WILLIAMS)
 - B. PRESENTATION TO 2022 MAYOR SAMUEL S. BROWN SCHOLARSHIP RECIPIENTS (SPONSORED BY MAYOR HAZELLE ROGERS)
 - Kyndell Baskin
 - Mario Belle
 - Tanicha Saintigene
 - Courtne Williams
5. **APPROVAL OF MINUTES FROM PREVIOUS MEETING**
 - A. JUNE 13, 2022 CITY COMMISSION WORKSHOP MINUTES
 - B. JUNE 14, 2022 CITY COMMISSION MEETING MINUTES
6. **PETITIONS FROM THE PUBLIC**
7. **CONSIDERATION OF ORDINANCES ON SECOND READING**
 - A. PUBLIC HEARING - ORDINANCE 2022-001 AMENDING CHAPTER 2 – ADMINISTRATION, ARTICLE II. – CITY COMMISSION, DIVISION 2. – RULES OF PROCEDURE, SECTION 2-54. – ORDER OF BUSINESS; PROVIDING FOR ORDER OF BUSINESS AND PROCEDURES FOR CITY COMMISSION WORKSHOPS

This ordinance serves to amend the rules of procedures and order of business for city commission workshop meetings.
 - B. PUBLIC HEARING - ORDINANCE 2022-002 AUTHORIZING ISSUANCE OF CAPITAL IMPROVEMENT REVENUE BOND WITH A NOT TO EXCEED AMOUNT OF \$7,000,000 TO FINANCE CERTAIN CAPITAL IMPROVEMENTS

This Ordinance authorizes the issuance of Capital Improvement Revenue Bond Series 2022 in an amount not exceed \$7 Million.
8. **CONSIDERATION OF ORDINANCES ON FIRST READING**
 - A. PUBLIC HEARING - ORDINANCE 2022-003 APPROVING, WITH CONDITIONS,

APPLICATION NO. 03-RZ-21 AND AMENDING THE TEXT OF THE LAUDERDALE LAKES LAND DEVELOPMENT REGULATIONS; FURTHER AMENDING THE CITY OF LAUDERDALE LAKES' OFFICIAL ZONING MAP DESIGNATION FROM COMMUNITY BUSINESS (B2) DISTRICT TO COMMUNITY FACILITIES (CF) DISTRICT

This is a proposed ordinance initiated by Assistance Unlimited, Inc., to amend the zoning designation and official zoning map from the Community business (B-2) district to CF - Community Facilities to allow for the expansion of the existing charter school and daycare center.

9. CONSIDERATION OF RESOLUTIONS ON CONSENT AGENDA

10. CONSIDERATION OF RESOLUTIONS ON REGULAR AGENDA

- A.** RESOLUTION 2022-068 APPROVING, WITH CONDITIONS, APPLICATION NO. 03-VA-21, DATED MAY 5, 2021, SUBMITTED TO THE CITY OF LAUDERDALE LAKES BY KIMLEY-HORN & ASSOCIATES AS AGENT FOR AND ON BEHALF OF ASSISTANCE UNLIMITED, INC., REQUESTING VARIANCES FROM CHAPTER 10 OF THE CITY OF LAUDERDALE LAKES LAND DEVELOPMENT REGULATIONS

This resolution serves to approve (4) Variances from Chapter 10 section 1001.9 (c) perimeter landscaping of the City's LDRs.

- B.** RESOLUTION 2022-067 APPROVING, WITH CONDITIONS, APPLICATION NO. 03-PL-21, FURTHER AUTHORIZING AND DIRECTING THE CITY MANAGER TO PROVIDE A STATEMENT OF NO-OBJECTION TO BROWARD COUNTY GOVERNMENT AS IT PERTAINS TO APPLICATION NO. 03-PL-21, PROVIDING FOR AMENDMENT TO THE NOTE ON THE FACE OF THAT CERTAIN PLAT KNOWN AS "OAKLAND COMMERCIAL PROPERTIES NORTH"

This resolution serves to amend the plat notation change request adding a new tract (Tract A-3) which limits the designated land area to a 80,000 SF K-8 Charter School and 15,000 square foot daycare/preschool.

- C.** RESOLUTION 2022-069 APPROVING, WITH CONDITIONS, THE REVISED FINAL SITE PLAN APPLICATION NO. 04-SP-21 SUBMITTED BY KIMLEY-HORN & ASSOCIATES, ON BEHALF OF AND AS AGENT FOR ASSISTANCE UNLIMITED, INC., REQUESTING APPROVAL OF THAT CERTAIN FINAL SITE PLAN PREPARED BY JOSHUA D. HORNING, P.E. OF KIMLEY HORN AND ASSOCIATES

This resolution is a request for a Final Site Plan approval to replace the existing one story school building with a new +/- 110,000 sq. ft 3 story school facility with 74 classrooms.

- D.** RESOLUTION 2022-070 AWARDING AND AUTHORIZING THE MAYOR AND THE CITY CLERK TO EXECUTE, AND ATTEST, RESPECTIVELY THOSE CERTAIN CONTRACTS TO GARABAR INC., IN AN AMOUNT NOT TO EXCEED TWO HUNDRED SIXTY-EIGHT THOUSAND, SIX HUNDRED SIXTY-ONE AND 63/100 (\$268,661.63) DOLLARS AND TO ARZ BUILDERS, INC., IN AN AMOUNT NOT TO EXCEED THREE HUNDRED SIXTY-SEVEN THOUSAND, SEVEN HUNDRED SEVENTY AND NO/100 (\$367,770.00) DOLLARS, PURSUANT TO THAT CERTAIN INVITATION TO BID NO. ITB 22-6210-08B, FOR CITYWIDE FACILITIES HARDENING (INSTALLATION OF IMPACT WINDOWS AND DOORS); PROVIDING FOR A TOTAL AMOUNT NOT TO EXCEED SIX HUNDRED FIFTY-FIVE THOUSAND FIVE HUNDRED TWENTY-FOUR AND 58/100 (\$655,524.58) DOLLARS

This resolution is to approve the contract award to ARZ Builders, Inc. (\$367,770) and Garabar, Inc. (\$268,661.63) to install impact windows and doors.

- E.** RESOLUTION 2022-071 RATIFYING THE CITY MANAGER'S FILING OF THE CITY'S FISCAL YEAR 2022, PERIOD 8 (MAY); FINANCIAL ACTIVITY REPORTS, AS PREPARED BY THE DEPARTMENT OF FINANCIAL SERVICES

This resolution serves to ratify the filing and presentation of the City's Fiscal Year May FY 2021-2022 (Period 8) Financial Activity Reports prepared by the Financial Services Department.

- F.** RESOLUTION 2022-072 AWARDING CONTRACT TO SECURPOINT CORPORATION IN AN AMOUNT NOT TO EXCEED FORTY THOUSAND AND NO/100 DOLLARS (\$40,000.00) (INCLUDING CONTINGENCY), PURSUANT TO THAT CERTAIN REQUEST FOR PROPOSAL NO. 22-3410-04R, CITYWIDE SECURITY AND ACCESS CONTROL SYSTEMS

This resolution awards the RFP22-3410-04R, Citywide Security and Access Control System in an amount up to \$40,000 with an additional maintenance agreement of \$4,800 annually.

- G.** RESOLUTION 2022-073 AWARDING AND AUTHORIZING THE MAYOR AND THE CITY CLERK TO EXECUTE, AND ATTEST, RESPECTIVELY THAT CERTAIN CONTRACT TO SAFA CONSTRUCTION, LLC, IN AN AMOUNT NOT TO EXCEED ONE HUNDRED THOUSAND AND NO/100 (\$100,000.00) DOLLARS PURSUANT TO THAT CERTAIN INVITATION TO BID NO. ITB22-6210-11B FOR THE PUBLIC WORKS CANOPY PROJECT

This resolution awards the ITB22-6210-11B, Public Work Canopy Project to Safa Construction in an amount up to \$100,000.

- H.** RESOLUTION 2022-074 APPOINTING A MEMBER TO THE ECONOMIC DEVELOPMENT ADVISORY BOARD (SPONSORED BY COMMISSIONER KARLENE MAXWELL-WILLIAMS)

This resolution appoints Dr. Neva Alexander to the Economic Development Advisory Board.

11. CORRESPONDENCE

12. REPORT OF THE MAYOR

13. REPORT OF THE VICE MAYOR

14. REPORTS OF THE CITY COMMISSIONERS

15. REPORT OF THE CITY MANAGER

16. REPORT OF THE CITY ATTORNEY

17. ADJOURNMENT

PLEASE TURN OFF ALL CELL PHONES DURING THE MEETING

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

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

Mayor Hazelle Rogers - Vice-Mayor Marilyn Davis

Commissioner Veronica Edwards Phillips - Commissioner Karlene Maxwell-Williams - Commissioner Beverly Williams

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact:

Contract Requirement:

Title

PRESENTATION TO 2022 MAYOR SAMUEL S. BROWN SCHOLARSHIP RECIPIENTS (SPONSORED BY MAYOR HAZELLE ROGERS)
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Summary

- | |
|---|
| <ul style="list-style-type: none">• Kyndell Baskin• Mario Belle• Tanicha Saintigene• Courtnie Williams |
|---|

Staff Recommendation

Background:

Funding Source:

Fiscal Impact:

Sponsor Name/Department:

Meeting Date: 6/28/2022

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact:

Contract Requirement:

Title
JUNE 13, 2022 CITY COMMISSION WORKSHOP MINUTES
Summary
Staff Recommendation

Background:

Funding Source:

Fiscal Impact:

Sponsor Name/Department:

Meeting Date: 6/28/2022

ATTACHMENTS:

Description	Type
<input type="checkbox"/> June 13th CC Workshop Minutes	Minutes



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

CITY COMMISSION WORKSHOP MINUTES
City Commission Chambers
June 13, 2022
5:00 PM

1. CALL TO ORDER

Vice Mayor, Marilyn Davis, called the June 13, 2022, Hybrid City Commission Workshop to order at 5:03 p.m. and read the virtual meeting procedures into the record.

2. ROLL CALL

PRESENT

Mayor Hazelle Rogers
Vice Mayor Marilyn Davis
Commissioner Veronica Edwards Phillips
Commissioner Beverly Williams

ABSENT

Commissioner Karlene Maxwell-Williams
Assistant City Manager Treasa Brown Stubbs

ALSO PRESENT

City Manager Phil Alleyne
City Attorney Sidney Calloway
City Clerk Venice Howard
City Staff

3. DISCUSSION

REVIEW OF THE JUNE 14, 2022 CITY COMMISSION MEETING AGENDA

City Manager, Phil Alleyne, reviewed the following City Commission agenda items:

ORDINANCE 2022-001

ITEM 8.A. AMENDING CHAPTER 2 – ADMINISTRATION, ARTICLE II. – CITY COMMISSION, DIVISION 2. – RULES OF PROCEDURE, SECTION 2-54. – ORDER OF BUSINESS; PROVIDING FOR ORDER OF BUSINESS AND PROCEDURES FOR CITY COMMISSION WORKSHOPS

City Attorney, Sidney Calloway, advised that the City's code has an Order of Business for both the city commission regular and special meetings. However, it does not have an Order of Business for the commission's workshop meetings. The new procedures outlined for the workshop will be that all initial items will be discussed by the commission, staff or staff designees, following a public meeting on the same workshop items subsequent to the first that includes the opportunity for public comment. This ordinance also has a provision that speaks to the protocol for public comments, which is consistent with what is found

in the city's charter. He added that this ordinance is consistent with the commission's informal policy going forward.

ORDINANCE 2022-002

ITEM 8.B. AUTHORIZING ISSUANCE OF CAPITAL IMPROVEMENT REVENUE BOND WITH A NOT TO EXCEED AMOUNT OF \$7,000,000 TO FINANCE CERTAIN CAPITAL IMPROVEMENTS

Financial Services Director, Asheley Hepburn, spoke briefly about constructing a new community center and replacing and building a new fire station. Both represent an investment of \$18 million, in which only \$7 million are needed due to other revenue resources. Proposals were solicited from multiple banks and evaluated with the assistance of the City's bond attorney, JoLinda Herring, of Bryant Miller Olive law firm. It was recommended to proceed with the debt through Truist Bank with a 10 year term and 2.97% interest rate which is guaranteed through July 15th. The annual debt service payment will be \$819,358. Those dollars will be appropriated as part of the budget each year for the next 10 years and will be paid from all available funds that are legally able to pay for the debt with the exception of ad valorem revenue.

Ms. Herring proceeded to speak about the contractual relationship that will be established with Truist Bank and the City.

RESOLUTION 2022-060

ITEM 9.A. AUTHORIZING THE REPLACEMENT OF THAT CERTAIN CITYOWNED 2016 NISSAN FRONTIER PICK-UP TRUCK WITH A FORD F-350 PICK-UP TRUCK PURSUANT TO ARTICLE XIII, SECTION 82-358(D) OF THE CITY OF LAUDERDALE LAKES' PROCUREMENT CODE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THAT CERTAIN CONTRACT NO. 060618-EFM, FLEET MANAGEMENT SERVICES, COMPETITIVELY SOLICITED AND AWARDED BY SOURCEWELL COOPERATIVE PURCHASING PROGRAM IN AN AMOUNT NOT TO EXCEED FORTY-THREE THOUSAND EIGHT HUNDRED TWENTY AND NO/100 (\$43,820.00) DOLLARS PLUS ANNUAL MAINTENANCE

This item was presented under Consideration of Resolutions on the Consent Agenda. No discussion was held.

RESOLUTION 2022-061

ITEM 9.B. AUTHORIZING THE MAYOR, THE CITY MANAGER, AND THE CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN FIRST AMENDMENT TO THE AGREEMENT FOR LAW ENFORCEMENT SERVICES, BETWEEN THE CITY OF LAUDERDALE LAKES AND BROWARD SHERIFF'S OFFICE (BSO)

This item was presented under Consideration of Resolutions on the Consent Agenda. No discussion was held.

RESOLUTION 2022-062

ITEM 9.C. AUTHORIZING THE MAYOR, CITY MANAGER AND CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY THAT CERTAIN AGREEMENT PROVIDING FOR THE TRANSFER OF ALL PROCEEDS RECEIVED BY THE CITY ARISING FROM ITS PARTICIPATION AS A NON-LITIGATION MUNICIPALITY IN THE SETTLEMENT OF NATIONAL OPIOID LITIGATION CLAIMS AGAINST CERTAIN PHARMACEUTICAL SUPPLY CHAIN PARTICIPANTS TO BROWARD COUNTY TO USE FOR SUCH APPROVED USES AS SUCH TERM IS DEFINED IN THAT CERTAIN FLORIDA OPIOID ALLOCATION AND STATEWIDE RESPONSE AGREEMENT BY AND BETWEEN THE STATE OF FLORIDA DEPARTMENT OF LEGAL AFFAIRS, OFFICE OF THE ATTORNEY GENERAL AND CERTAIN LOCAL GOVERNMENTS IN THE STATE OF FLORIDA

This item was presented under Consideration of Resolutions on the Consent Agenda. No discussion was

held.

RESOLUTION 2022-063

ITEM 9.D. AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH CHEF PATS CUISINE, INC. TO PROVIDE NUTRITIOUS BREAKFAST AND LUNCH FOR THE 2022 SUMMER FOOD PROGRAM AT WILLIE WEBB SR. PARK FUNDED THROUGH THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, SUMMER FOOD SERVICE PROGRAM

This item was presented under Consideration of Resolutions on the Consent Agenda. No discussion was held.

RESOLUTION 2022-064

ITEM 9.E. APPROVING THE SUPERVISOR OF ELECTIONS AGREEMENT FOR THE 2022 MUNICIPAL ELECTION

This item was presented under Consideration of Resolutions on the Consent Agenda. No discussion was held.

RESOLUTION 2022-065

ITEM 10.A. AUTHORIZING THE PURCHASE AND INSTALLATION OF A PLAYGROUND SYSTEM FROM TOPLINE RECREATION, INC., PURSUANT TO ARTICLE XIII, SECTION 82-358(D) OF THE CITY OF LAUDERDALE LAKES' PROCUREMENT CODE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THAT CERTAIN CONTRACT NO. 010521-BUR, PLAYGROUND AND WATER PLAY EQUIPMENT, COMPETITIVELY SOLICITED AND AWARDED BY SOURCEWELL COOPERATIVE PURCHASING PROGRAM IN AN AMOUNT NOT TO EXCEED FIVE HUNDRED TWENTY-ONE THOUSAND ONE HUNDRED THIRTY-FOUR AND NO/100 (\$521,134.00) DOLLARS

Assistant Director of Parks and Human Services, Ericka Lockett, stated that the current playground has met its lifecycle and is in dire need of repair. Bids went out and Topline Recreation, Inc. provided an estimated quote of \$496,000 for an all-inclusive playground.

RESOLUTION 2022-066

ITEM 10.B. SUPPORTING H.R. 7532, THE SECURING ACCESS TO FINANCING FOR EXTERIOR REPAIRS (SAFER) IN CONDOS ACT

City Attorney, Sidney Calloway, advised that this resolution is in support of HR 7532, which is legislation currently pending before the United States Congress and provides for a portion of the United States Code to authorize loans to low income families residing in condominiums to pay for special assessments that may incur for repairs or replacements of common areas in condominiums.

4. DISCUSSION OF PROPOSED ORDINANCE(S)

This item was discussed during the review of the city commission meeting agenda.

5. ADDITIONAL WORKSHOP ITEMS

A. DISCUSSION REGARDING ARTWORK FOR UTILITY BOXES

Assistant Financial Services Director, Bobbi Williams, stated that rating sheets and comments were received from the mayor and commission and staff is awaiting a few more. Staff is currently working on getting the contracts that are needed from the independent artist. Some of the categories of artwork that will be displayed around the city are branding, public messages, the historical monument of having an all-black dais and the city's history and culture. Staff will have a better update by the

next workshop.

B. DISCUSSION REGARDING REPORT OF DELINQUENT TAXES FY 2022

Financial Services Director, Asheley Hepburn, presented a report generated from the Broward County Finance Department showing the taxing districts for the City of Lauderdale Lakes. It represented the city's operating, millage and unpaid or delinquent taxes for debt service, solid waste, stormwater and fire rescue through March 16, 2022 totaling \$919,741.17. He added that one of the great benefits is that although the property owner is delinquent, the City is held harmless by their unpaid payment because a tax certificate is sold and the City reaps the benefit of the payer of that tax certificate because those proceeds come to the City as paying taxes on behalf of that parcel.

Discussion ensued regarding the process of the tax certificate sale and the City's interest in receiving delinquent taxes owed to the City.

This item will be placed on the next workshop agenda for further discussion.

C. DISCUSSION REGARDING THE 911 COMMUNICATION CENTER WITH BROWARD SHERIFF OFFICE (SPONSORED BY MAYOR HAZELLE ROGERS)

This is a discussion regarding the 911 Communication Center with BSO.

No discussion was held. This item will be placed on the next workshop agenda.

D. DISCUSSION REGARDING RESOLUTION NO. 2022-54 OF THE MAYOR AND CITY COMMISSION OF THE CITY OF HALLANDALE BEACH, FLORIDA, SUPPORTING H.R. 7532, THE SECURING ACCESS TO FINANCING FOR EXTERIOR REPAIRS (SAFER) IN CONDOS ACT (SPONSORED BY MAYOR HAZELLE ROGERS)

This is a discussion to explore Resolution No. 2022-054 from the Mayor and City Commission of the City of Hallandale Beach, Florida that supports H.R. 7532, the Securing Access to Financing for Exterior Repairs (Safer) in Condos Act.

This item was discussed during the review of the city commission meeting agenda.

E. DISCUSSION REGARDING BSO'S PROPOSAL TO INSTALL LICENSE PLATE READER CAMERAS (LPR) IN CERTAIN LOCATIONS WITHIN THE CITY

BSO Executive Lieutenant, Ian Solar, advised that they have the opportunity to get a couple License Plate Readers (LPRs) at no cost for the first year to test them out. The LPRs will scan license plates to a particular location looking for stolen vehicles or felony vehicles to help apprehend suspects.

Laura Ann Holland provided additional information about the LPR system as it relates to how it works and answered questions from the city commission.

Further discussion ensued regarding what triggers the the license plates to be captured, what is actually captured, where the LPRs would be placed in the city and how long the license plate information is kept.

Ms. Holland proceeded to show a PowerPoint example of the information the LPRs would be capturing and discussed the details of the contract.

F. DISCUSSION REGARDING CITY COMMISSION EXPENSES

City Manager, Phil Alleyne, advised that he and the city attorney's office will provide a draft ordinance to the commission for their review.

City Attorney, Sidney Calloway, added that his office would provide some contours proposed legislation reflecting some of the guardrails for more accountability; outlining what the regulation should look like as it pertains to expense accounts.

G. DISCUSSION REGARDING PROCEDURE FOR FILLING THE VACANCY OF THE MAYOR

SEAT

City Manager, Phil Alleyne, advised that the mayor has submitted a resignation letter to the City Clerk's Office with an effective date of November 21, 2022.

Commissioner, Beverly Williams, requested an ordinance be prepared for the vacated seat of office of the mayor with a qualifying date of July or wherever deem necessary, proper and in order, for the upcoming November 8th election.

City Attorney, Sidney Calloway, explained the City Charter's process as it relates to the vacancy in the office of the mayor and that the Florida State statue does not conflict with the provision of the City's charter as it pertains to this matter.

Discussion ensued regarding a similar situation during the election back in 2008.

City Manager, Phil Alleyne, advised that he is at a loss as it relates to the direction of the city commission and if an ordinance is to be prepared, he needs to know the language of the ordinance.

Further discussion ensued regarding all members not being present at the workshop to get a consensus to move forward with this item.

6. REPORTS

A. COVID-19 UPDATE

City Manager, Phil Alleyne, advised that the Covid numbers are trending upward and he would have the data regarding the current infection rate in Broward County by the next reporting date.

B. UPDATE ON AMERICAN RESCUE PLAN ACT FUNDING

Financial Services Director, Asheley Hepburn, advised that the American Rescue Plan Act (ARPA) projects have been separated from those projects designated by the allowance for the \$2 million loss revenue. He submitted two reports to the city commission that outlined the progress through May 31, 2022.

C. PETITIONS FROM THE PUBLIC

1. 52nd Avenue between Oakland Park Blvd. & 41st Street - Speeding concerns at Hawaiian Gardens
2. 2999 NW 36th Lane - Issues at Bella Vista
3. 4515 N State Road 7 - Central Charter School Site Plan

1. 52nd Avenue bet/Oakland Park Blvd. & 41st Street - Speeding concerns at Hawaiian Gardens

BSO Executive Lieutenant, Ian Solar, advised that speed trailers have been utilized in this area and in addition to traffic enforcement. Two motorcycle deputies will be conducting speed training once they have graduated.

2. 2999 NW 36th Lane - Issues at Bella Vista

City Manager, Phil Alleyne, advised that the City is staying out of this matter because the issue is between the HOA and the builder.

3. 4515 N State Road 7 - Central Charter School Site Plan

Development Services Director, Tanya Davis-Hernandez, stated that the City is working with the attorney for the Central Charter School and if all goes well, the item will be presented before the commission at the June 28th city commission meeting.

7. ADJOURNMENT

There being no further business to come before the City Commission, the Workshop was adjourned at 8:42 p.m.

HAZELLE ROGERS, MAYOR

ATTEST:

VENICE HOWARD, CMC, CITY CLERK

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact:

Contract Requirement:

Title

JUNE 14, 2022 CITY COMMISSION MEETING MINUTES

Summary

Staff Recommendation

Background:

Funding Source:

Fiscal Impact:

Sponsor Name/Department:

Meeting Date: 6/28/2022

ATTACHMENTS:

Description

Type

□ June 14, 2022 CC Meeting Minutes

Minutes



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

CITY COMMISSION MEETING MINUTES
City Commission Chambers
June 14, 2022
7:00 PM

1. CALL TO ORDER

Mayor Hazelle Rogers called the June 14, 2022, Hybrid City Commission Meeting to order at 7:01 p.m. and read the meeting instructions into the record.

2. ROLL CALL

PRESENT

Mayor Hazelle Rogers
Vice Mayor Marilyn Davis
Commissioner Veronica Edwards Phillips
Commissioner Karlene Maxwell-Williams
Commissioner Beverly Williams

ALSO PRESENT

City Manager Phil Alleyne
City Attorney Sidney Calloway
City Clerk Venice Howard
City Staff

3. INVOCATION AND PLEDGE OF ALLEGIANCE

The invocation was provided by Reverend Lawson Boddie, Assistant Pastor of First Baptist Church Piney Grove.

The Pledge of Allegiance was led by Zaria Gray, Boyd Anderson High School student and cheerleader.

4. PROCLAMATIONS/PRESENTATIONS

5. APPROVAL OF MINUTES FROM PREVIOUS MEETING

A. MAY 23, 2022 CITY COMMISSION WORKSHOP MINUTES

B. MAY 24, 2022 CITY COMMISSION MEETING MINUTES

Commissioner Veronica Edwards Phillips made a motion to approve the May 23, 2022, City Commission Workshop minutes, and the May 24, 2022, City Commission Meeting minutes.

Mayor Rogers requested a roll call:

FOR: Mayor Hazelle Rogers, Vice Mayor Marilyn Davis, Commissioner Veronica Edwards Phillips, Commissioner Karlene Maxwell-Williams, Commissioner Beverly Williams.

Motion passed: 5-0.

6. PETITIONS FROM THE PUBLIC

Kishima Gumbs provided comments about the progress of the site plan approval process for Championship Charter School.

7. CONSIDERATION OF ORDINANCES ON SECOND READING

8. CONSIDERATION OF ORDINANCES ON FIRST READING

A. ORDINANCE 2022-001 AMENDING CHAPTER 2 – ADMINISTRATION, ARTICLE II. – CITY COMMISSION, DIVISION 2. – RULES OF PROCEDURE, SECTION 2-54. – ORDER OF BUSINESS; PROVIDING FOR ORDER OF BUSINESS AND PROCEDURES FOR CITY COMMISSION WORKSHOPS

This ordinance serves to amend the rules of procedures and order of business for city commission workshop meetings.

City Attorney, Sidney Calloway, read Ordinance 2022-001 by title:

Ordinance 2022-001

AN ORDINANCE OF THE CITY OF LAUDERDALE LAKES, FLORIDA AMENDING CHAPTER 2- ADMINISTRATION, ARTICLE II. – CITY COMMISSION, DIVISION 2. – RULES OF PROCEDURE, SECTION 2-54. – ORDER OF BUSINESS; PROVIDING FOR ORDER OF BUSINESS AND PROCEDURES FOR CITY COMMISSION WORKSHOP MEETINGS; PROVIDING FOR ADOPTION OF RECITALS; PROVIDING FOR REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES, CITY OF LAUDERDALE LAKES, FLORIDA; PROVIDING AN EFFECTIVE DATE.

Commissioner Veronica Edwards Phillips made a motion to move Ordinance 2022-001 to the floor for discussion.

Mayor Hazelle Rogers requested a roll call:

FOR: Mayor Hazelle Rogers, Vice Mayor Marilyn Davis, Commissioner Veronica Edwards Phillips, Commissioner Karlene Maxwell-Williams, Commissioner Beverly Williams.

City Attorney Calloway reviewed the item allowing the discussion of original matters amongst the City Commissioners and subsequently having public comment. The ordinance also includes Order of Business at Workshops.

Commissioner Veronica Edwards Phillips made a motion to approve Ordinance 2022-001.

Mayor Hazelle Rogers requested a roll call:

FOR: Mayor Hazelle Rogers, Vice Mayor Marilyn Davis, Commissioner Veronica Edwards Phillips, Commissioner Karlene Maxwell-Williams, Commissioner Beverly Williams.

Motion passed: 5-0

B. ORDINANCE 2022-002 AUTHORIZING ISSUANCE OF CAPITAL IMPROVEMENT REVENUE BOND WITH A NOT TO EXCEED AMOUNT OF \$7,000,000 TO FINANCE CERTAIN CAPITAL IMPROVEMENTS

This Ordinance authorizes the issuance of Capital Improvement Revenue Bond Series 2022 in an amount not exceed \$7 Million.

City Attorney, Sidney Calloway, read Ordinance 2022-002 by title:

Resolution 2022-002

AN ORDINANCE OF THE CITY OF LAUDERDALE LAKES, FLORIDA, AUTHORIZING THE ISSUANCE OF A CAPITAL IMPROVEMENT REVENUE BOND, SERIES 2022 OF THE ISSUER IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED SEVEN MILLION AND NO/100 (\$7,000,000.00) DOLLARS TO FINANCE CERTAIN CAPITAL IMPROVEMENTS; PROVIDING THAT THE SERIES 2022 BOND SHALL BE PAYABLE FROM PLEDGED REVENUES; AUTHORIZING AND DELEGATING TO THE MAYOR OR CITY MANAGER THE SALE OF THE SERIES 2022 BOND TO THE BANK PURSUANT TO THE TERMS AND CONDITIONS OF A FINANCING AGREEMENT WITH THE BANK; APPROVING THE EXECUTION AND DELIVERY OF SAID FINANCING AGREEMENT; PROVIDING FOR THE RIGHTS, SECURITIES AND REMEDIES FOR THE OWNER OF THE SERIES 2022 BOND; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; PROVIDING FOR ADOPTION OF RECITALS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Commissioner Veronica Edwards Phillips made a motion to move Ordinance 2022-002 to the floor for discussion.

Mayor Hazelle Rogers requested a roll call:

FOR: Mayor Hazelle Rogers, Vice Mayor Marilyn Davis, Commissioner Veronica Edwards Phillips, Commissioner Karlene Maxwell-Williams, Commissioner Beverly Williams.

Commissioner Veronica Edwards Phillips made a motion to approve Ordinance 2022-002.

Mayor Hazelle Rogers requested a roll call:

FOR: Mayor Hazelle Rogers, Vice Mayor Marilyn Davis, Commissioner Veronica Edwards Phillips, Commissioner Karlene Maxwell-Williams, Commissioner Beverly Williams.

Motion passed: 5-0

9. CONSIDERATION OF RESOLUTIONS ON CONSENT AGENDA

- A.** RESOLUTION 2022-060 AUTHORIZING THE REPLACEMENT OF THAT CERTAIN CITY-OWNED 2016 NISSAN FRONTIER PICK-UP TRUCK WITH A FORD F-350 PICK-UP TRUCK PURSUANT TO ARTICLE XIII, SECTION 82-358(D) OF THE CITY OF LAUDERDALE LAKES' PROCUREMENT CODE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THAT CERTAIN CONTRACT NO. 060618-EFM, FLEET MANAGEMENT SERVICES, COMPETITIVELY SOLICITED AND AWARDED BY SOURCEWELL COOPERATIVE PURCHASING PROGRAM IN AN AMOUNT NOT TO EXCEED FORTY-THREE THOUSAND EIGHT HUNDRED TWENTY AND NO/100 (\$43,820.00) DOLLARS PLUS ANNUAL MAINTENANCE

This Resolution authorizes the use of the piggyback contract No. 060618-EFM, Fleet Management Services, in accordance with the terms and conditions of the Sourcewell Cooperative Purchasing Program, formerly National Joint Powers Alliance (NJPA) for the purposes of replacing vehicles.

- B.** RESOLUTION 2022-061 AUTHORIZING THE MAYOR, THE CITY MANAGER, AND THE CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN FIRST AMENDMENT TO THE AGREEMENT FOR LAW ENFORCEMENT SERVICES, BETWEEN THE CITY OF LAUDERDALE LAKES AND BROWARD SHERIFF'S OFFICE (BSO)

This resolution amends the contract for law enforcement Services with the Broward County Sheriff's Office.

- C. RESOLUTION 2022-062 AUTHORIZING THE MAYOR, CITY MANAGER AND CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY THAT CERTAIN AGREEMENT PROVIDING FOR THE TRANSFER OF ALL PROCEEDS RECEIVED BY THE CITY ARISING FROM ITS PARTICIPATION AS A NON-LITIGATION MUNICIPALITY IN THE SETTLEMENT OF NATIONAL OPIOID LITIGATION CLAIMS AGAINST CERTAIN PHARMACEUTICAL SUPPLY CHAIN PARTICIPANTS TO BROWARD COUNTY TO USE FOR SUCH APPROVED USES AS SUCH TERM IS DEFINED IN THAT CERTAIN FLORIDA OPIOID ALLOCATION AND STATEWIDE RESPONSE AGREEMENT BY AND BETWEEN THE STATE OF FLORIDA DEPARTMENT OF LEGAL AFFAIRS, OFFICE OF THE ATTORNEY GENERAL AND CERTAIN LOCAL GOVERNMENTS IN THE STATE OF FLORIDA

This resolution grants the authorization to execute an agreement providing for the transfer of all proceeds received by the City arising from its participation as a non-litigation municipality in the settlement of National Opioid litigation claims to Broward County to use for approved uses.

- D. RESOLUTION 2022-063 AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH CHEF PATS CUISINE, INC. TO PROVIDE NUTRITIOUS BREAKFAST AND LUNCH FOR THE 2022 SUMMER FOOD PROGRAM AT WILLIE WEBB SR. PARK FUNDED THROUGH THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, SUMMER FOOD SERVICE PROGRAM

This resolution authorizes the City Manager to execute an agreement with Chef Pat's Cuisine, Inc. to provide nutritious breakfast and lunch for the 2022 Summer Food Program at Willie Webb Sr. Park, funded through the Florida Department of Agriculture and Consumer Services, Summer Food Service Program.

- E. RESOLUTION 2022-064 APPROVING THE SUPERVISOR OF ELECTIONS AGREEMENT FOR THE 2022 MUNICIPAL ELECTION

This resolution provides the Supervisor of Elections (SOE) with the necessary powers, duties, and authority to select and train poll workers and to conduct the City's municipal elections for the calendar year 2022.

City Attorney, Sidney Calloway, read Resolutions 2022-060, 2022-061, 2022-062, 2022-063 and 2022-064 by title:

Resolution 2022-060

A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA AUTHORIZING THE REPLACEMENT OF THAT CERTAIN CITY-OWNED 2016 NISSAN FRONTIER PICK-UP TRUCK WITH A FORD F-350 PICK-UP TRUCK PURSUANT TO ARTICLE XIII, SECTION 82-358(D) OF THE CITY OF LAUDERDALE LAKES' PROCUREMENT CODE (COOPERATIVE PURCHASING), IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THAT CERTAIN CONTRACT NO. 060618-EFM, FLEET MANAGEMENT SERVICES ("CONTRACT"), COMPETITIVELY SOLICITED AND AWARDED BY SOURCEWELL COOPERATIVE PURCHASING PROGRAM IN AN AMOUNT NOT TO EXCEED FORTY-THREE THOUSAND EIGHT HUNDRED TWENTY AND NO/100 (\$43,820.00) DOLLARS PLUS ANNUAL MAINTENANCE; A COPY OF SAID CONTRACT IS ATTACHED HERETO AS EXHIBIT A, A DRAFT COPY OF WHICH CAN BE INSPECTED IN THE OFFICE OF THE CITY CLERK; PROVIDING FOR THE ADOPTION OF RECITALS; PROVIDING AN EFFECTIVE DATE.

Resolution 2022-061

A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA AUTHORIZING THE MAYOR, THE CITY MANAGER, AND THE CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN FIRST AMENDMENT TO THE AGREEMENT FOR LAW ENFORCEMENT SERVICES, BETWEEN THE CITY OF LAUDERDALE LAKES AND BROWARD SHERIFF'S OFFICE ("BSO"); A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT A, AND A DRAFT COPY OF WHICH CAN BE INSPECTED IN THE OFFICE OF

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

Resolution 2022-062

A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA AUTHORIZING THE MAYOR, CITY MANAGER AND CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY THAT CERTAIN AGREEMENT PROVIDING FOR THE TRANSFER OF ALL PROCEEDS RECEIVED BY THE CITY ARISING FROM ITS PARTICIPATION AS A NON-LITIGATION MUNICIPALITY IN THE SETTLEMENT OF NATIONAL OPIOID LITIGATION CLAIMS AGAINST CERTAIN PHARMACEUTICAL SUPPLY CHAIN PARTICIPANTS TO BROWARD COUNTY ("TRANSFER AGREEMENT") TO USE FOR SUCH APPROVED USES AS SUCH TERM IS DEFINED IN THAT CERTAIN FLORIDA OPIOID ALLOCATION AND STATEWIDE RESPONSE AGREEMENT ("FLORIDA PLAN") BY AND BETWEEN THE STATE OF FLORIDA DEPARTMENT OF LEGAL AFFAIRS, OFFICE OF THE ATTORNEY GENERAL AND CERTAIN LOCAL GOVERNMENTS IN THE STATE OF FLORIDA; A COPY OF SAID TRANSFER AGREEMENT AND THE FLORIDA PLAN IS ATTACHED HERETO AS EXHIBIT A AND EXHIBIT B, RESPECTIVELY, AND A COPY OF WHICH CAN BE INSPECTED IN THE OFFICE OF THE CITY CLERK; PROVIDING FOR THE ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING AN EFFECTIVE DATE.

Resolution 2022-063

A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA RATIFYING THE CITY MANAGER'S AUTHORITY TO EXECUTE THAT CERTAIN AGREEMENT BETWEEN THE CITY OF LAUDERDALE LAKES AND CHEF PAT'S CUISINES, INC., PROVIDING FOR NUTRITIOUS BREAKFAST AND LUNCH ITEMS TO CHILDREN FOR THE 2022 SUMMER FOOD PROGRAM AT WILLIE WEBB SR. PARK, SUCH PROGRAM BEING FUNDED THROUGH THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, SUMMER FOOD SERVICE PROGRAM, A COPY OF SAID AGREEMENT IS ATTACHED HERETO AS EXHIBIT A, AND A DRAFT COPY OF WHICH CAN BE INSPECTED IN THE OFFICE OF THE CITY CLERK; PROVIDING FOR THE ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING AN EFFECTIVE DATE.

Resolution 2022-064

A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN AGREEMENT FOR MUNICIPAL ELECTIONS AUTHORIZING THE CITY TO RETAIN THE BROWARD COUNTY SUPERVISOR OF ELECTIONS ("SUPERVISOR OF ELECTIONS") AND FURTHER DELEGATE TO THE SUPERVISOR OF ELECTIONS LIMITED AND NECESSARY POWERS, DUTIES, AND AUTHORITY TO SELECT AND TRAIN POLL WORKERS AND CONDUCT THE CITY'S MUNICIPAL ELECTIONS FOR THE CALENDAR YEAR 2022, A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT A, AND A DRAFT COPY OF WHICH CAN BE INSPECTED IN THE OFFICE OF THE CITY CLERK; PROVIDING FOR THE ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING AN EFFECTIVE DATE.

Commissioner Veronica Edwards Phillips made a motion to approve Resolutions 2022-060, 2022-061, 2022-062, 2022-063 and 2022-064.

Mayor Hazelle Rogers requested a roll call:

FOR: Mayor Hazelle Rogers, Vice Mayor Marilyn Davis, Commissioner Veronica Edwards Phillips, Commissioner Karlene Maxwell-Williams, Commissioner Beverly Williams.

Motion passed: 5-0

10. CONSIDERATION OF RESOLUTIONS ON REGULAR AGENDA

- A.** RESOLUTION 2022-065 AUTHORIZING THE PURCHASE AND INSTALLATION OF A PLAYGROUND SYSTEM FROM TOPLINE RECREATION, INC., PURSUANT TO ARTICLE XIII, SECTION 82-358(D) OF THE CITY OF LAUDERDALE LAKES' PROCUREMENT CODE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THAT CERTAIN CONTRACT NO. 010521-BUR, PLAYGROUND AND WATER PLAY EQUIPMENT, COMPETITIVELY SOLICITED AND AWARDED BY SOURCEWELL COOPERATIVE PURCHASING PROGRAM IN AN AMOUNT NOT TO EXCEED FIVE HUNDRED TWENTY-ONE THOUSAND ONE HUNDRED THIRTY-FOUR AND NO/100 (\$521,134.00) DOLLARS

This Resolution authorizes the purchase and installation of the playground system from TopLine Recreation, Inc. Contract No. 010521-BUR, Playground and Water Play Equipment, in accordance with the terms and conditions of Sourcewell Cooperative Purchasing Program in an amount of \$521,134.

City Attorney, Sidney Calloway, read Resolution 2022-065 by title:

Resolution 2022-065

A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA, AUTHORIZING THE PURCHASE AND INSTALLATION OF A PLAYGROUND SYSTEM FROM TOPLINE RECREATION, INC., PURSUANT TO ARTICLE XIII, SECTION 82-358(D) OF THE CITY OF LAUDERDALE LAKES' PROCUREMENT CODE (COOPERATIVE PURCHASING), IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THAT CERTAIN CONTRACT NO. 010521-BUR, PLAYGROUND AND WATER PLAY EQUIPMENT, COMPETITIVELY SOLICITED AND AWARDED BY SOURCEWELL COOPERATIVE PURCHASING PROGRAM ("CONTRACT") IN AN AMOUNT NOT TO EXCEED FIVE HUNDRED TWENTY-ONE THOUSAND ONE HUNDRED THIRTY-FOUR AND NO/100 (\$521,134.00) DOLLARS, A COPY OF SAID CONTRACT IS ATTACHED HERETO AS EXHIBIT A, AND A DRAFT COPY OF WHICH CAN BE INSPECTED IN THE OFFICE OF THE CITY CLERK; PROVIDING FOR THE ADOPTION OF RECITALS; PROVIDING AN EFFECTIVE DATE.

Commissioner Veronica Edwards Phillips made a motion to move Resolution 2022-065 to the floor for discussion. There was a unanimous vote of approval.

Mayor Hazelle Rogers requested a roll call:

FOR: Mayor Hazelle Rogers, Vice Mayor Marilyn Davis, Commissioner Veronica Edwards Phillips, Commissioner Karlene Maxwell-Williams, Commissioner Beverly Williams.

Commissioner Veronica Edwards Phillips made a motion to approve Resolution 2022-065, seconded by Commissioner Beverly Williams.

Mayor Hazelle Rogers requested a roll call:

FOR: Mayor Hazelle Rogers, Vice Mayor Marilyn Davis, Commissioner Veronica Edwards Phillips, Commissioner Karlene Maxwell-Williams, Commissioner Beverly Williams.

Motion passed: 5-0

- B.** RESOLUTION 2022-066 SUPPORTING H.R. 7532, THE SECURING ACCESS TO FINANCING FOR EXTERIOR REPAIRS (SAFER) IN CONDOS ACT (SPONSORED BY MAYOR HAZELLE ROGERS)

This is a resolution supporting H.R. 7532, the Securing Access to Financing for Exterior Repairs (Safer) in Condos Act.

City Attorney, Sidney Calloway, read Resolution 2022-066 by title:

Resolution 2022-066

A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA SUPPORTING H.R. 7532, THE SECURING ACCESS TO FINANCING FOR EXTERIOR REPAIRS (SAFER) IN CONDOS ACT OF 2022; A COPY 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 THE ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING AN EFFECTIVE DATE.

Commissioner Veronica Edwards Phillips made a motion to move Resolution 2022-066 to the floor for discussion. There was a unanimous vote of approval.

Mayor Hazelle Rogers requested a roll call:

FOR: Mayor Hazelle Rogers, Vice Mayor Marilyn Davis, Commissioner Veronica Edwards Phillips, Commissioner Karlene Maxwell-Williams, Commissioner Beverly Williams.

Commissioner Veronica Edwards Phillips made a motion to approve Resolution 2022-066, seconded by Commissioner Beverly Williams.

Mayor Hazelle Rogers requested a roll call:

FOR: Mayor Hazelle Rogers, Vice Mayor Marilyn Davis, Commissioner Veronica Edwards Phillips, Commissioner Karlene Maxwell-Williams, Commissioner Beverly Williams.

Motion passed: 5-0

11. CORRESPONDENCE

There was none.

12. REPORT OF THE MAYOR

Mayor Hazelle Rogers expressed her appreciation to staff for what they do. She recognized Caribbean Heritage Month. She spoke about the Juneteenth event on June 17th and the upcoming State of the City Address taking place on June 22nd. She announced that the Mayor's Bike/Walk Fair has been rescheduled to August 6th. Mayor Rogers spoke about a virtual community conversation taking place on June 29th. Lastly, she announced that the Broward Sheriff's Office is hiring 911 Communication Operators.

13. REPORT OF THE VICE MAYOR

Vice Mayor Marilyn Davis thanked the residents for attending and thanked staff for their hard work. Lastly, she announced the Keep Lauderdale Lakes Clean event taking place on July 16th.

14. REMARKS OF THE COMMISSIONERS

Commissioner Beverly Williams recognized staff for their work. she spoke about principals being pulled from schools and getting demoted. Lastly, she spoke about educating African Americans about things that are happening.

Commissioner Karlene Maxwell-Williams thanked all who attended the meeting.

Commissioner Veronica Edwards Phillips thanked all for attending and for participating. She encouraged all to attend the Juneteenth event on June 17th. She urged all to get prepared for hurricane season. Lastly, she thanked staff for all that they do.

15. REPORT OF THE CITY MANAGER

City Manager, Phil Alleyne advised that 14 businesses joined the City of Lauderdale Lakes family of businesses. He then announced the upcoming programs and events.

16. REPORT OF THE CITY ATTORNEY

City Attorney, Sidney Calloway advised that he continues to work on matters related to code enforcement. He also advised that he still has work to do with the Oriole Plaza property.

17. ADJOURNMENT

Being that there was no other business to come before the City Commission, the meeting adjourned at 8:18 p.m.

HAZELLE ROGERS, MAYOR

ATTEST:

VENICE HOWARD, CMC, CITY CLERK

CITY OF LAUDERDALE LAKES

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Fiscal Impact: No

Contract Requirement:

Title

PUBLIC HEARING - ORDINANCE 2022-001 AMENDING CHAPTER 2 – ADMINISTRATION, ARTICLE II. – CITY COMMISSION, DIVISION 2. – RULES OF PROCEDURE, SECTION 2-54. – ORDER OF BUSINESS; PROVIDING FOR ORDER OF BUSINESS AND PROCEDURES FOR CITY COMMISSION WORKSHOPS

Summary

This ordinance serves to amend the rules of procedures and order of business for city commission workshop meetings.

Staff Recommendation

Background:

Sec.-2-54. – Order of Business of the Code of Ordinances of the City of Lauderdale Lakes does not contain provision for the order of business and procedures for commission workshop meetings.

On January 26, 2022, the City Commission discussed the appropriateness of providing for rules of procedures for commission workshop meetings as a means of enhancing collegiality and decorum among the city commission, as well as to provide for greater public confidence in the work and consideration of the public interest and business before the City Commission.

Staff recommends approval of this ordinance.

Funding Source:

N/A

Fiscal Impact:

N/A

Sponsor Name/Department: Phil Alleyne/City Manager's Office

Meeting Date: 6/28/2022

ATTACHMENTS:

Description	Type
Ordinance 2022-001 - Order of Business Amendment	Ordinance

ORDINANCE 2022-001

AN ORDINANCE OF THE CITY OF LAUDERDALE LAKES, FLORIDA AMENDING CHAPTER 2- ADMINISTRATION, ARTICLE II. – CITY COMMISSION, DIVISION 2. – RULES OF PROCEDURE, SECTION 2-54. – ORDER OF BUSINESS; PROVIDING FOR ORDER OF BUSINESS AND PROCEDURES FOR CITY COMMISSION WORKSHOP MEETINGS; PROVIDING FOR ADOPTION OF RECITALS; PROVIDING FOR REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES, CITY OF LAUDERDALE LAKES, FLORIDA; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Sec.-2-54. – Order of Business of the Code of Ordinances of the City of

Lauderdale Lakes does not contain provision for the order of business and procedures for commission workshop meetings; and

WHEREAS, on January 26, 2022, the City Commission discussed the appropriateness of providing for rules of procedures for commission workshop meetings as a means of enhancing collegiality and decorum among the city commission, as well as to provide for greater public confidence in the work and consideration of the public interest and business before the City Commission.

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

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

SECTION 2. AMENDMENT: That Section 2-54. – Order of Business, of the Code of Ordinances, City of Lauderdale Lakes, Florida, is hereby amended to read as follows:

Rule 10.

(4) The agenda and order of business for each special commission meeting shall be as follows:

- a. Call to order by the mayor or other presiding officer.
- b. Roll call.
- c. Statement of purpose of the special meeting.
- d. Consideration of business contained in the call for special meetings.
- e. Consideration of other matters by unanimous consent.

(5) The agenda and order of business for each workshop commission meeting shall be as follows;

- a. Call to order by the mayor or other presiding officer.
- b. Roll call.
- c. Discussion of items on regular commission meeting agenda.
- d. Discussion of additional workshop items
- e. Reports
- f. Future meetings

(6) Procedures for discussion of items appearing originally on the workshop commission agenda shall be governed as follows:

- a. Original items may be placed on the workshop commission agenda by any member of the city commission.

1 b. Original items on the workshop commission agenda may presented by
2 the city manager or a designate(s) and shall only be discussed by and
3 amongst the city commission and the city manager or designate(s).

4 c. Following the discussion of any original workshop commission item, the
5 city commission may place the same original item on a second workshop
6 agenda for discussion, upon which the city commission may receive input
7 from the public.

8 d. Public input of discussion items appearing on the workshop commission
9 agenda may be submitted in writing or orally, and shall be limited to a
10 five-minute presentation. Public input shall not exceed a total of 30
11 minutes in the aggregate. Any unfinished items with respect to public
12 input may be considered at the end of the workshop commission meeting
13 under appropriate motion of the commission.

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

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

21 SECTION 5. INCLUSION IN CODE OF ORDINANCES: It is the intention of the City
22 Commission of the City of Lauderdale Lakes that the provisions of this Ordinance shall become
23 and be made a part of the Code of Ordinances, City of Lauderdale Lakes and that the sections of

this Ordinance may be renumbered or re-lettered 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.

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

PASSED ON FIRST READING ON THE 14TH DAY OF JUNE, 2022.

PASSED ON SECOND READING ON THE 28TH DAY OF JUNE, 2022.

HAZELLE ROGERS, MAYOR

ATTEST:

VENICE HOWARD, CMC, CITY CLERK

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

Sidney C. Calloway, City Attorney

Sponsored by: Phil Alleyne, City Manager

VOTE:

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

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: Yes

Contract Requirement: Yes

Title
PUBLIC HEARING - ORDINANCE 2022-002 AUTHORIZING ISSUANCE OF CAPITAL IMPROVEMENT REVENUE BOND WITH A NOT TO EXCEED AMOUNT OF \$7,000,000 TO FINANCE CERTAIN CAPITAL IMPROVEMENTS
Summary
This Ordinance authorizes the issuance of Capital Improvement Revenue Bond Series 2022 in an amount not exceed \$7 Million.
Staff Recommendation

Background:

This Ordinance authorizes the issuance of Capital Improvement Revenue Bond Series 2022 in an amount not to exceed \$7 Million. We solicited multiple banking institutions to provide a term sheet for 10 term loan at the lowest overall borrowing cost and terms most favorable to the City in order to finance the cost of certain capital improvements related to the design and construction of a Community Center and replacement of the existing Fire Station. The City received two responses from Truist Bank and Wells Fargo. The following rates and terms were offered:

Truist Bank 10 year term 2.97% Interest Rate

Wells Fargo 10 year term 3.01% Interest Rate

Attached please find a copy of the Ordinance and Loan Agreement prepared by Bryant Miller Oliver, the City's bond counsel, which provides for issuance of capital improvement Revenue Bonds secured by the City's covenant to budget and appropriate and sets forth the general terms, conditions and covenants applicable to these bonds.

Staff recommends that the City Commission approve the Ordinance and loan agreement and authorize the Mayor to sign the Ordinance and loan agreement.

Funding Source:

Funding will be appropriated, in General Fund account 001-0700-71XX Principal payment and General Fund 001-0700-72XX Interest payment.

Fiscal Impact:

There is no financial impact associated with this agenda item in the current fiscal year. However, in all future fiscal years, the annual debt service payment of \$819,358 will be appropriated in the General Fund.

Sponsor Name/Department: Asheley Hepburn MPA, Director, Financial Services Department

Meeting Date: 6/28/2022

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Ordinance 2022-002 -Authorize Issuance of Capital Improvement Revenue Bond With A Not To Exceed Amount \$7 Million	Ordinance
<input type="checkbox"/> Exhibit A - Financing Agreement	Exhibit
<input type="checkbox"/> Exhibit B - Banks Certificate	Exhibit
<input type="checkbox"/> Exhibit C - Disclosure Letter	Exhibit
<input type="checkbox"/> Exhibit D - Term Sheet	Exhibit

ORDINANCE 2022-002

AN ORDINANCE OF THE CITY OF LAUDERDALE LAKES, FLORIDA, AUTHORIZING THE ISSUANCE OF A CAPITAL IMPROVEMENT REVENUE BOND, SERIES 2022 OF THE ISSUER IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED SEVEN MILLION AND NO/100 (\$7,000,000.00) DOLLARS TO FINANCE CERTAIN CAPITAL IMPROVEMENTS; PROVIDING THAT THE SERIES 2022 BOND SHALL BE PAYABLE FROM PLEDGED REVENUES; AUTHORIZING AND DELEGATING TO THE MAYOR OR CITY MANAGER THE SALE OF THE SERIES 2022 BOND TO THE BANK PURSUANT TO THE TERMS AND CONDITIONS OF A FINANCING AGREEMENT WITH THE BANK; APPROVING THE EXECUTION AND DELIVERY OF SAID FINANCING AGREEMENT; PROVIDING FOR THE RIGHTS, SECURITIES AND REMEDIES FOR THE OWNER OF THE SERIES 2022 BOND; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; PROVIDING FOR ADOPTION OF RECITALS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Lauderdale Lakes, Florida (the “Issuer”) is a municipal corporation duly created and existing pursuant to the Constitution and laws of the State of Florida;

WHEREAS, the Issuer determined that it is necessary and desirable and in the best interest of its residents to finance for the Issuer the costs and expenses associated with the construction of a fire station and community center (collectively, the “Project”);

WHEREAS, it is determined to be in the best interest of the Issuer to issue a not to exceed \$7,000,000 City of Lauderdale Lakes, Florida Capital Improvement Revenue Bond, Series 2022 (the “Series 2022 Bond”) secured by a Financing Agreement between the Issuer and Truist Bank (the “Financing Agreement”) in substantially the form attached hereto as **Exhibit A**, to finance the Project;

WHEREAS, debt service on the Series 2022 Bond will be secured by Pledged Revenues, as defined in the Financing Agreement;

WHEREAS, the Pledged Revenues shall be sufficient to pay all principal of and interest and prepayment premium, if any, on the Series 2022 Bond, as the same becomes due, and to make all deposits or payments required by this Ordinance and the Financing Agreement;

WHEREAS, the Issuer shall never be required to levy ad valorem taxes to pay debt service on the Series 2022 Bond or to make any other payments under this Ordinance or the Financing Agreement. The Series 2022 Bond shall not constitute a lien on any property owned by or situated within the limits of the Issuer. The Pledged Revenues are being pledged for the repayment of the Series 2022 Bond;

WHEREAS, the Issuer has received a commitment from Truist Bank (the “Bank”) and it is hereby found, determined and declared that a negotiated sale of the Series 2022 Bond to the Bank, is in the best interest of the Issuer because a bank loan and consequent impact of duration of maturity of the Series 2022 Bond will save the Issuer considerable time and expense as compared to selling the Series 2022 Bond in a public sale; and

WHEREAS, it is hereby ascertained, determined and declared that it is in the best interest of the Issuer to authorize the Mayor or City Manager to accept the offer from the Bank to purchase the Series 2022 Bond at a negotiated sale upon the terms and conditions set forth in this Ordinance, the Financing Agreement and in the commitment dated May 18, 2022, as revised on June 1, 2022, submitted by the Bank for the purchase of the Series 2022 Bond, a copy of which is attached hereto as **Exhibit D** (the “Commitment”).

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

SECTION 1. RECITALS: The foregoing recitals are true and correct and are incorporated

herein by this reference.

SECTION 2. AUTHORITY: This Ordinance is enacted pursuant to the Florida Constitution; Chapter 166, Florida Statutes; the Charter of the Issuer; and other applicable provisions of law.

SECTION 3. AUTHORIZATION OF THE SERIES 2022 BOND: Subject and pursuant to the provisions of this Ordinance, an obligation of the Issuer to be known as the “City of Lauderdale Lakes, Florida Capital Improvement Revenue Bond, Series 2022” is hereby authorized by the City Commission of Lauderdale Lakes to be issued under and secured by this Ordinance and the Financing Agreement in the principal amount of not to exceed Seven Million and No/100 (\$7,000,000.00) Dollars, for the purposes of (i) financing the cost of the Project; and (ii) paying the transaction costs associated with the Series 2022 Bond.

SECTION 4. AUTHORIZATION OF THE PROJECT: The City Commission of Lauderdale Lakes hereby approves the financing of the Project.

SECTION 5. SALE OF THE SERIES 2022 BOND: Because of the characteristics of the Series 2022 Bond, prevailing market conditions, the ability of the Issuer to access direct purchase with the Bank and for the Issuer to receive the benefits of lower interest rates and issuance costs, the City Commission of Lauderdale Lakes hereby finds that it is in the best interest of the Issuer to accept the offer of the Bank to purchase the Series 2022 Bond at a private negotiated sale pursuant to the terms of the Commitment. Prior to the issuance of the Series 2022 Bond, the Issuer shall receive from the Bank a Bank’s Certificate, the form of which is attached hereto as **Exhibit B** and the Disclosure Letter containing the information required by Section 218.385, Florida Statutes, a form of which is attached hereto as **Exhibit C**.

SECTION 6. DESCRIPTION OF SERIES 2022 BOND: The amount of the Series 2022 Bond shall not exceed Seven Million and No/100 (\$7,000,000.00) Dollars. The Series 2022 Bond shall include costs of issuance incurred by the Issuer and shall bear interest and shall be repayable according to the terms and conditions set forth in the Financing Agreement with such changes, insertions and omissions as may be approved by the Mayor or City Manager with advice and counsel from the City Attorney, as needed.

The Issuer promises that it will promptly pay the principal of and interest on the Series 2022 Bond at the place, on the dates and in the manner provided therein according to the true intent and meaning hereof and thereof. The Series 2022 Bond shall not be or constitute a general obligation or indebtedness of the Issuer as a “bond” within the meaning of Article VII, Section 12 of the Florida Constitution, but shall be payable solely from the Pledged Revenues in accordance with the terms of this Ordinance and the Financing Agreement. No holder of the Series 2022 Bond issued hereunder shall ever have the right to compel the exercise of any ad valorem taxing power or taxation of any real or personal property thereon or be entitled to payment of the Series 2022 Bond from any funds of the Issuer except from the Pledged Revenues as described in the Financing Agreement.

SECTION 7. BANK QUALIFIED: The Issuer hereby designates the Series 2022 Bond as a “qualified tax-exempt obligation” within the meaning of Section 265(b)(3) of the Internal Revenue Code, and as such, the Issuer and any subordinate entities of the Issuer and any issuer of “tax-exempt” debt that issues “on behalf of” the Issuer do not reasonably expect during the calendar year 2022 to issue more than Ten Million and No/100 (\$10,000,000.00) Dollars of “tax-exempt” obligations including the Series 2022 Bond, exclusive of any private activity bonds as

defined in Section 141(a) of the Internal Revenue Code (other than qualified 501(c)(3) bonds as defined in Section 145 of the Internal Revenue Code).

SECTION 8. APPROVAL OF FINANCING AGREEMENT: The City Commission of Lauderdale Lakes hereby authorizes and directs the Mayor or City Manager, and the City Clerk to execute and attest, respectively, and deliver a Financing Agreement to evidence and secure the Series 2022 Bond, to be entered into by and between the Issuer and the Bank in substantially the form attached hereto as **Exhibit A** with such changes, insertions and omissions as may be required by the Mayor or City Manager and approved by the City Attorney, the execution thereof being conclusive evidence of such approval.

SECTION 9. OTHER INSTRUMENTS: The Mayor, the City Clerk, the City Manager, the Financial Services Manager, the City Attorney and other officers, attorneys and other agents and employees of the Issuer are hereby authorized to perform all acts and things required of them by this Ordinance and the Financing Agreement or desirable or consistent with the requirements hereof for the full, punctual and complete performance of all of the terms, covenants and agreements contained in the Series 2022 Bond, this Ordinance and the Financing Agreement and they are hereby authorized to execute and deliver all documents which shall be required by Bond Counsel or the Bank to effectuate the sale of the Series 2022 Bond. The City Commission hereby approves, confirms and ratifies all actions taken to date by the officers, attorneys and any other agents and employees of the Issuer in furtherance of the issuance of the Series 2022 Bond.

SECTION 10. ADDITIONAL INFORMATION: The Series 2022 Bond and Financing Agreement shall not be executed and delivered unless and until the Issuer has received all information required by Section 218.385, Florida Statutes.

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

SECTION 12. 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.

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SECTION 13. EFFECTIVE DATE. This Ordinance shall be effective immediately upon passage on second reading.

PASSED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES ON FIRST READING AT ITS REGULAR COMMISSION MEETING ON THE 14TH DAY OF JUNE, 2022.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES ON SECOND READING AT ITS REGULAR COMMISSION MEETING ON THE 28TH DAY OF JUNE, 2022.

HAZELLE ROGERS, MAYOR

ATTEST:

VENICE HOWARD, CMC, CITY CLERK

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

Sidney C. Calloway, City Attorney

Sponsored by:

VOTE:

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

FINANCING AGREEMENT

By and Between

CITY OF LAUDERDALE LAKES, FLORIDA

and

TRUIST BANK

Dated June _____, 2022

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FINANCING AGREEMENT

THIS FINANCING AGREEMENT (the "Agreement"), made and entered into this ____ day of June, 2022 by and between the CITY OF LAUDERDALE LAKES, FLORIDA (the "Issuer"), a municipal corporation in the State of Florida and its successors and assigns, and TRUIST BANK, a North Carolina banking corporation and its successors and assigns (the "Bank").

WITNESSETH:

WHEREAS, capitalized terms used in these recitals and not otherwise defined shall have the meanings specified in Article I of this Agreement; and

WHEREAS, the Issuer, pursuant to the provisions of the Florida Constitution, Chapter 166, Florida Statutes, as amended, the municipal charter of the Issuer and any other applicable provisions of law (all of the foregoing, collectively, the "Act"), and Ordinance No. _____ enacted by the City Commission of the Issuer on June ____, 2022, is authorized to finance the construction of a fire station and community center (collectively, the "Project"); and

WHEREAS, the Issuer is willing to pledge for the repayment of such debt the Pledged Revenues; and

WHEREAS, the Bank has agreed to make a loan to the Issuer to provide financing for the costs of the Project; and

WHEREAS, the Bank has proposed the financing evidenced by this Agreement in accordance with the Commitment; and

WHEREAS, the Issuer has accepted the Commitment; and the Bank is willing to purchase the Series 2022 Bond, but only upon the terms and conditions set forth in this Agreement; and

WHEREAS, the Series 2022 Bond shall evidence and secure the Issuer's obligation to repay the Series 2022 Bond and any other amounts due and owing by the Issuer to the Bank.

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE I

DEFINITION OF TERMS

Section 1.01. Definitions.

Capitalized terms used in this Agreement shall have the followings meanings:

“Act” shall have the meaning assigned to that term in the recitals hereof.

“Adjusted Essential Expenditures” means essential expenditures for general government and public safety as shown in the City's audited financial statements less any revenues derived from ad valorem taxation on real and personal property that are legally available to pay for such expenditures.

“Agreement” shall mean this Financing Agreement and all modifications, alterations, amendments and supplements hereto made in accordance with the provisions hereof.

“Authorized Officer” or “Authorized Officers” shall mean the Mayor, City Manager, Financial Services Director or any officer or employee of the Issuer authorized to perform specific acts or duties hereunder by ordinance or resolution duly adopted by the City Commission.

“Bank” shall mean Truist Bank, a North Carolina banking corporation, and its successors and assigns.

“Bond Counsel” shall mean Bryant Miller Olive P.A., Miami, Florida, or any other attorney at law or firm of attorneys of nationally recognized standing in matters pertaining to the federal tax exemption of interest on obligations issued by states and political subdivisions.

“Bondholder” shall mean the Bank as the initial holder of the Series 2022 Bond and any subsequent registered holder of the Series 2022 Bond.

“Business Day” shall mean a day other than a Saturday, Sunday, legal holiday or any other day when the Bank is authorized or required by applicable law to be closed.

“City Clerk” shall mean the City Clerk of the Issuer, or any interim, acting or assistant of the Issuer.

“City Manager” shall mean the City Manager of the Issuer, or any interim, acting or assistant City Manager of the Issuer.

“Closing Date” shall mean July [15], 2022 or such later date as may be agreed upon in writing by the Issuer and the Bank.

“Code” shall mean the Internal Revenue Code of 1986, as amended from time to time, and the applicable rules and regulations promulgated thereunder.

“Commitment” shall mean the commitment of the Bank dated May 18, 2022, as revised on June 1, 2022.

“Event of Default” shall mean an Event of Default as defined in Section 5.01 of this Agreement.

“Financial Services Director” shall mean the Financial Services Director of the Issuer.

“Fiscal Year” shall mean the twelve month period commencing October 1 of each year and ending on the succeeding September 30, or such other twelve month period as the Issuer may designate as its “fiscal year” as permitted by law.

“Issuer” shall mean the City of Lauderdale Lakes, Florida, a municipal corporation.

“Maturity Date” shall July _____, 2032.

“Mayor” shall mean the Mayor of the Issuer, or in his or her absence, the Vice Mayor of the Issuer, or such other person as may be duly authorized by the Issuer to act on his or her behalf.

“Net Non-Ad Valorem Revenues Available For Debt Service” means the Non-Ad Valorem Revenues minus Adjusted Essential Expenditures.

“Non-Ad Valorem Revenues” mean legally available revenues of the Issuer derived from any source whatsoever, other than ad valorem taxation on real and personal property, which are legally available for payment by the Issuer of debt service on the Series 2022 Bond, after the payment from the sources of Non-Ad Valorem Revenues pledged thereto of the principal of and interest on any other debt obligations of the Issuer hereafter issued which have a prior pledge on a source of the Non-Ad Valorem Revenues.

“Ordinance” shall mean Ordinance No. _____ related to the Series 2022 Bond which was enacted by the City Commission of the Issuer on June _____, 2022, which, among other things, authorized the execution and delivery of this Agreement and the issuance of the Series 2022 Bond.

“Permitted Transferee” means (i) an “accredited investor” as such term is defined in Regulation D to the Securities Act of 1933, as amended, (ii) an “affiliate” of the Bank as “affiliate” is defined in Regulation D of the Securities Act of 1933, as amended (the “1933 Act”), (iii) an entity that is a qualified institutional buyer as defined in Rule 144A promulgated under the 1933 Act, or (iv) a subsidiary of the Bank.

“Pledged Revenues” shall mean those Non-Ad Valorem Revenues budgeted, appropriated and deposited by the Issuer in each Fiscal Year in accordance with the provisions hereof, and all revenues, together with interest earnings thereon, held in the funds and accounts created pursuant hereto.

“Project” shall have the meaning assigned to that term in the recitals hereof.

“Registrar” shall mean Financial Services Director.

“Series 2022 Bond” means the Capital Improvement Revenue Bond, Series 2022 in the form of Appendix A referred to in Section 3.01 hereof and issued pursuant to the provisions hereof and of the Ordinance.

Section 1.02. Interpretation.

Unless the context clearly requires otherwise, words of masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa. Any capitalized terms used in this Agreement not herein defined shall have the meaning ascribed to such terms in the Ordinance. This Agreement and all the terms and provisions hereof shall be construed to effectuate the purpose set forth herein and to sustain the validity hereof.

Section 1.03. Titles and Headings.

The titles and headings of the Articles and Sections of this Agreement, which have been inserted for convenience of reference only and are not to be considered a part hereof, shall not in any way modify or restrict any of the terms and provisions hereof, and shall not be considered or given any effect in construing this Agreement or any provision hereof or in ascertaining intent, if any question of intent should arise.

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ARTICLE II

REPRESENTATIONS AND WARRANTIES OF THE PARTIES

Section 2.01. Representations and Warranties of Issuer.

The Issuer represents and warrants to the Bank as follows:

(A) Existence. The Issuer is a municipal corporation, duly created and validly existing under the laws of the State of Florida. The making, execution and performance of this Agreement on the part of the Issuer and the issuance and delivery of the Series 2022 Bond have been duly authorized by all necessary action on the part of the Issuer and will not violate or conflict with the Act, or any agreement, indenture or other instrument by which the Issuer or any of its material properties are bound.

(B) Validity, Etc. This Agreement and the Series 2022 Bond are and will be valid and binding obligations of the Issuer enforceable against the Issuer in accordance with their respective terms, except to the extent that enforceability may be subject to valid bankruptcy, insolvency, financial emergency, reorganization, moratorium or similar laws relating to or from time to time affecting the enforcement of creditors' rights and except to the extent that the availability of certain remedies may be precluded by general principles of equity.

(C) Powers of Issuer. The Issuer has the legal power and authority to pledge the Non-Ad Valorem Revenues to repayment of the Series 2022 Bond in the manner and to the extent described herein.

(D) Accuracy of Information. The Bank's commitment to enter into this Agreement is based on the accuracy of the Issuer's representations and warranties. Nothing furnished to the Bank includes any false or misleading statements.

Section 2.02. Representations and Warranties of Bank.

The Bank represents and warrants to the Issuer as follows:

(A) Existence. The Bank is a North Carolina banking corporation, with full power to enter into this Agreement, to perform its obligations hereunder and to make the loan. The performance of this Agreement on the part of the Bank and the making of the loan has been duly authorized by all necessary action on the part of the Bank and will not violate or conflict with applicable law or any material agreement, indenture or other instrument by which the Bank or any of its material properties is bound.

(B) Validity. This Agreement is a valid and binding obligation of the Bank enforceable against the Bank in accordance with its terms, except to the extent that enforceability may be subject to valid bankruptcy, insolvency, financial emergency, reorganization, moratorium or similar laws relating to or from time to time affecting the enforcement of creditors' rights (including creditors' rights as the same relate to banks) and except to the extent that the availability of certain remedies may be precluded by general principles of equity.

(C) Knowledge and Experience. The Bank (i) has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of making the loan and the Series 2022 Bond; (ii) has received and reviewed such financial information concerning the Issuer as it has needed in order to fairly evaluate the merits and risks of purchasing the Series 2022 Bond; and (iii) is purchasing the Series 2022 Bond as an investment for its own account and not with a view toward resale to the public. The Bank will not transfer the Series 2022 Bond except to a Permitted Transferee.

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ARTICLE III

DESCRIPTION OF THE SERIES 2022 BOND

Section 3.01. Terms.

The Series 2022 Bond shall be dated the date of its execution and delivery, which shall be a date agreed upon by the Issuer and the Bank, subject to the following terms:

(A) Interest Rate. The fixed interest rate on the Series 2022 Bond shall be 2.97% per annum calculated on the basis of a 360-day year comprised of twelve 30-day months, subject to adjustment as provided in the Series 2022 Bond (the "Interest Rate"); provided, however the Interest Rate shall in no event exceed the maximum interest rate permitted by law.

(B) Principal and Interest Payment Dates. Principal on the Series 2022 Bond shall be paid each July 1, commencing on July 1, 2023. Interest on the Series 2022 Bond shall be paid each July 1, commencing July 1, 2023. All unpaid principal on the Series 2022 Bond shall be paid on the Maturity Date unless earlier prepaid.

(C) Prepayment of the Series 2022 Bond. The Series 2022 Bond may not be prepaid prior to July 1, 2027. On or after July 1, 2027, the Series 2022 Bond may be subject to prepayment [in whole only] at anytime at a price of par, plus accrued interest to the redemption date, upon five (5) days prior written notice.

(D) Authorization and Form of the Series 2022 Bond. The Issuer hereby authorizes the Mayor to execute and deliver, and the City Clerk to attest, on behalf of the Issuer, the Series 2022 Bond in substantially the form attached hereto as Appendix A, with such changes, insertions, and additions as they may approve, their execution thereof being evidence of such approval.

(E) Original Denomination. The Series 2022 Bond shall originally be issued in a single denomination equal to the original principal amount thereof.

Section 3.02. General Provisions as to Payments.

The Issuer shall make each payment of principal and interest on the Series 2022 Bond to the Bank, when due, in federal or other immediately available funds. All payments by the Issuer to the Bank hereunder shall be nonrefundable and made in lawful currency of the United States. If any payment hereunder is due on a day that is not a Business Day, then such payment shall be due on the immediately succeeding Business Day, and, in the case of the computation of the

interest hereunder, such extension of time shall be included in the computation of the payment due hereunder through the date payment is received.

Section 3.03. Application of Series 2022 Bond Proceeds.

(A) Together with other legally available funds of the Issuer, proceeds from the sale of the Series 2022 Bond shall be used to finance the costs of the Project and pay the costs of issuance of the Series 2022 Bond. At the time of delivery of the Series 2022 Bond, all of the proceeds from the sale of the Series 2022 Bond shall be applied as follows:

(1) The Issuer shall pay all or a portion of the costs and expenses in connection with issuance of the Series 2022 Bond.

(2) The remaining proceeds of the Series 2022 Bond shall be deposited into the Project Fund established hereunder and used to finance the costs of the Project.

(B) The Issuer covenants and agrees to establish a special fund to be designated "City of Lauderdale Lakes, Florida Capital Improvement Revenue Bond, Series 2022 Project Fund" (the "Project Fund"). The designation and establishment of the Project Fund and any other fund or account by this Agreement shall not be construed to require the establishment of a completely independent, self-balancing fund as such term is commonly defined and used in governmental accounting, but rather is intended solely to constitute an earmarking of certain assets of the Issuer for certain purposes and to establish certain priorities for application of such assets as herein provided. Amounts on deposit from time to time in the Project Fund, plus any earnings thereon, are pledged to the repayment of the Series 2022 Bond.

(C) The funds and accounts created and established hereunder shall constitute trust funds for the purpose provided herein for such funds. Moneys on deposit to the credit of all funds and accounts created hereunder may be invested pursuant to applicable law and the Issuer's written investment policy and shall mature not later than the dates on which such moneys shall be needed to make payments in the manner herein provided ("Permitted Investments"). The securities so purchased as an investment of funds shall be deemed at all times to be a part of the account from which the said investment was withdrawn, and the interest accruing thereon and any profit realized therefrom shall be credited to such fund or account, except as expressly provided hereunder, and any loss resulting from such investment shall likewise be charged to said fund or account.

(D) Moneys in the Debt Service Fund (hereinafter described) and/or the Project Fund may be invested and reinvested in the Permitted Investments which mature not later than the dates on which the moneys on deposit therein will be needed for the purpose of such fund. Investment income accrued in the Debt Service Fund shall be used to pay debt service on the

Series 2022 Bond and investment income accrued in the Project Fund shall be used to pay costs of the Project or debt service on the Series 2022 Bond.

(E) After the completion of the Project, in the event proceeds of the Series 2022 Bond remain unexpended, such funds shall be used to prepay principal of the Series 2022 Bond without any fee, premium or penalty for early payment of the Series 2022 Bond. Such prepayment shall be applied pro rata to reduce the principal payment each year, based on a schedule prepared by the Issuer. Until so applied, any investment of funds on deposit therein shall be at a yield less than the yield on the Series 2022 Bond.

Section 3.04. Compliance with Section 215.84, Florida Statutes.

The Issuer represents, warrants, and covenants that the interest rate on the Series 2022 Bond is in compliance with Section 215.84, Florida Statutes.

Section 3.05. Registration of Transfer; Assignment of Rights of Bank.

The Issuer shall keep at the office of the Financial Services Director in the Issuer's records the registration of the Series 2022 Bond and the registration of transfers of the Series 2022 Bond as provided in this Agreement. Subject to the restriction set forth in the fourth paragraph of this Section, the transfer of the Series 2022 Bond may be registered only upon the books kept for the registration of the Series 2022 Bond and registration of transfer thereof upon surrender thereof to the Issuer together with an assignment duly executed by the Bank or its attorney or legal representative in the form of the assignment set forth on the form of the Series 2022 Bond attached as Appendix A to this Agreement; provided, however, that the Series 2022 Bond may be transferred only in whole and not in part. In the case of any such registration of transfer, the Issuer shall execute and deliver in exchange for the Series 2022 Bond a new Series 2022 Bond registered in the name of the transferee. In all cases in which the Series 2022 Bond shall be transferred hereunder, the Issuer shall execute and deliver at the earliest practicable time a new Series 2022 Bond in accordance with the provisions of this Agreement. The Issuer may make a charge for every such registration of transfer of the Series 2022 Bond sufficient to reimburse it for any tax or other governmental charges (other than charges of the Issuer which shall not be assessed) required to be paid with respect to such registration of transfer, but no other charge shall be made for registering the transfer hereinabove granted. The Series 2022 Bond shall be issued in fully registered form.

The registration of transfer of the Series 2022 Bond on the registration books of the Issuer shall be deemed to effect a transfer of the rights and obligations of the Bank under this Agreement to the transferee. Thereafter, such transferee shall be deemed to be the Bank under this Agreement and shall be bound by all provisions of this Agreement that are binding upon the Bank. The Issuer and the transferor shall execute and record such instruments and take such other actions as the Issuer and such transferee may reasonably request in order to confirm that

such transferee has succeeded to the capacity of Bank under this Agreement and the Series 2022 Bond.

In the event the Series 2022 Bond is mutilated, lost, stolen, or destroyed, the Issuer shall execute a new Series 2022 Bond of like date and denomination as that mutilated, lost, stolen or destroyed, provided that, in the case of any mutilated Series 2022 Bond, such mutilated Series 2022 Bond shall first be surrendered to the Issuer, and in the case of any lost, stolen, or destroyed Series 2022 Bond, there first shall be furnished to the Issuer evidence of such loss, theft or destruction together with an indemnity satisfactory to it. Upon such execution and delivery of a new Series 2022 Bond, the mutilated, lost, stolen, or destroyed Bond shall be canceled and shall be of no further force or affect.

Notwithstanding anything herein to the contrary, no transfer shall be permitted absent the Issuer's (and the Bank's) receipt of a certificate in form and substance similar to the one attached to the Ordinance.

Section 3.06. Ownership of the Series 2022 Bond.

The person in whose name the Series 2022 Bond is registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of or on account of the Series 2022 Bond shall be made only to the registered owner thereof or such owner's legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon the Series 2022 Bond, and interest thereon, to the extent of the sum or sums so paid.

Section 3.07. Use of Proceeds of Series 2022 Bond Permitted Under Applicable Law.

The Issuer represents, warrants and covenants that the proceeds of the Series 2022 Bond will be used solely to finance the Project and to pay the costs of issuance related thereto, and that such use is permitted by applicable law.

Section 3.08. Authentication.

Only if the Series 2022 Bond shall have endorsed thereon a certificate of authentication substantially in the form set forth in Appendix A, duly executed by the manual signature of the Registrar and authenticating agent, shall it be entitled to any benefit or security under this Agreement. The Series 2022 Bond shall not be valid or obligatory for any purpose unless and until such certificate of authentication shall have been duly adopted by the Registrar and such certificate of the Registrar upon any such Series 2022 Bond shall be conclusive evidence that such Series 2022 Bond has been duly authenticated and delivered under this Agreement.

Section 3.09. Tax Covenant.

The Issuer covenants to the Bondholder that the Issuer will not make any use of the proceeds of the Series 2022 Bond at any time during the term of the Series 2022 Bond which would cause the Series 2022 Bond to be an "arbitrage bond" within the meaning of the Code. The Issuer will comply with the requirements of the Code and any valid and applicable rules and regulations promulgated thereunder necessary to ensure the exclusion of interest on the Series 2022 Bond from the gross income of the Bondholder thereof for purposes of federal income taxation.

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ARTICLE IV

COVENANTS OF THE ISSUER

Section 4.01. Performance of Covenants.

The Issuer covenants that it will perform faithfully at all times its covenants, undertakings and agreements contained in this Agreement and the Series 2022 Bond or in any proceedings of the Issuer relating to the Series 2022 Bond.

Section 4.02. Payment of Series 2022 Bond.

(A) The Issuer covenants that it will promptly pay the principal of and interest on the Series 2022 Bond at the place, on the dates and in the manner provided herein and in the Series 2022 Bond, in accordance with the terms thereof.

The Issuer hereby establishes a fund to be known as the Debt Service Fund (the “Debt Service Fund”) for the payment of the Series 2022 Bond. The Debt Service Fund shall be maintained through the Maturity Date. Pursuant to Section 4.02(B) hereof, Non-Ad Valorem Revenues appropriated for such purpose shall be deposited or credited at least one (1) Business Day prior to the applicable due date to the Debt Service Fund.

(B) The Series 2022 Bond will be a special obligation of the Issuer secured by the Pledged Revenues, in the manner and to the extent described in Section 4.02(A) hereof. The Series 2022 Bond will not constitute a general obligation or indebtedness of the Issuer as a “bond” (except to the extent provided herein) or the State of Florida or any political subdivision thereof within the meaning of any constitutional or statutory provision. Neither the faith and credit nor the taxing power of the Issuer (except to the extent provided herein) or of the State of Florida or any political subdivision thereof is pledged to the payment of the principal of or interest on the Series 2022 Bond, and the Bondholder shall never have the right to compel any exercise of any ad valorem taxing power of the Issuer or of the State of Florida or any political subdivision thereof, directly or indirectly to enforce such payment.

Subject to the provisions of the paragraph below, the Issuer covenants and agrees to appropriate in its annual budget, by amendment, if required, and to pay when due under this Agreement as promptly as money becomes available for deposit directly into the Debt Service Fund, amounts of Non-Ad Valorem Revenues of the Issuer sufficient to satisfy the payment as required under this Agreement. Such covenant is subject in all respects to the payment of obligations secured by a pledge of such Non-Ad Valorem Revenues heretofore or hereafter entered into. Such covenant and agreement on the part of the Issuer to budget and appropriate such amounts of Non-Ad Valorem Revenues shall be cumulative, and shall continue until such Non-Ad Valorem Revenues or other legally available funds in amounts sufficient to make all

required payments, including delinquent payments, shall have been budgeted, appropriated and actually deposited into the Debt Service Fund.

Anything in this Agreement to the contrary notwithstanding, it is understood and agreed that all obligations of the Issuer hereunder shall be payable from and secured solely by Non-Ad Valorem Revenues budgeted and appropriated as provided for hereunder and nothing herein shall be deemed to pledge ad valorem taxation revenues or to permit or constitute a mortgage or lien upon any assets or property owned by the Issuer and neither the Bank or any other person may compel the levy of ad valorem taxes on real or personal property within the boundaries of the Issuer. Except to the extent expressly set forth in this Agreement, this Agreement and the obligations of the Issuer hereunder shall not be construed as a limitation on the ability of the Issuer to pledge or covenant to pledge said Non-Ad Valorem Revenues or any revenues or taxes of the Issuer for other legally permissible purposes. Notwithstanding any provisions of this Agreement or the Series 2022 Bond to the contrary, the Issuer shall never be obligated to maintain or continue any of the activities of the Issuer which generate user service charges, regulatory fees or any Non-Ad Valorem Revenues or the rates for such services or regulatory fees. Neither this Agreement nor the obligations of the Issuer hereunder shall be construed as a pledge of or a lien on all or any legally available Non-Ad Valorem Revenues of the Issuer, but shall be payable solely as provided herein and is subject in all respects to the provisions of Section 166.241, Florida Statutes, and is subject, further, to the payment of services and programs which are for essential public purposes affecting the health, welfare and safety of the inhabitants of the Issuer.

The Bank and the Issuer understand that the amounts available to be budgeted and appropriated to make payments hereunder are subject to the obligation of the Issuer to provide essential services; however, such obligation is cumulative and would carry over from Fiscal Year to Fiscal Year.

Section 4.03. Budget and Other Financial Information.

The Issuer shall provide the Bondholder with a copy of the Issuer's financial statements audited by a firm of independent certified public accountants and accompanied by an audit opinion of such accountants without qualification within 270 days after the end of the Fiscal Year. In addition, the Issuer shall provide a copy of its annual budget when available. The Issuer shall also provide the Bondholder with such financial information as the Bondholder may reasonably request from time to time.

Section 4.04. Compliance with Laws and Regulations.

The Issuer is in compliance and shall maintain compliance with all federal, state and local laws and regulations regarding the acquisition and maintenance of the Project.

Section 4.05. Insurance.

The Issuer shall maintain such liability, casualty, and other insurance as is reasonable and prudent for a similarly situated municipality on the Project and shall upon request of the Bank, provide evidence of such coverage to the Bank. The insurance company issuing the policy must be acceptable to Bank.

Section 4.06. Records.

Books and records of the Issuer shall be kept in which complete and correct entries shall be made, in accordance with generally accepted accounting principles. The Issuer agrees that any and all records of the Issuer related to the Series 2022 Bond shall be open to inspection by the Bank or its representatives at all reasonable times at the office of the Issuer.

Section 4.07. Notice of Liabilities.

The Issuer shall promptly inform the Bank in writing of any actual or potential contingent liabilities or pending or threatened litigation of any amount that could reasonably be expected to have a material and adverse effect upon the financial condition of the Issuer or upon the ability of the Issuer to perform its obligation under the Series 2022 Bond.

Section 4.08. Existence.

The Issuer will take all reasonable legal action within its control in order to maintain its existence as a municipality and shall not voluntarily dissolve.

Section 4.09. Indemnity.

To the extent allowed by law, the Issuer hereby agrees to indemnify and hold Bank, its affiliates, their successors and assigns and their respective directors, officers, employees and shareholders harmless from and against, any loss, damage, lawsuit, proceeding, judgment, cost, penalty, expense (including all reasonable in-house and outside attorneys' fees, whether or not suit is brought, accountants' fees and/or consultants' fees) or liability whatsoever arising from or otherwise relating to the closing, disbursement, administration or repayment of the Series 2022 Bond, including without limitation: (i) the Issuer's failure to comply with the terms of this Agreement and the other loan documents (ii) the breach of any representation or warranty made to Bank in this Agreement or in any other Loan documents now or hereafter executed in connection with the Commitment; and (iii) the violation of any covenant or agreement contained in this Agreement or any of the other loan documents; provided, however, that the foregoing indemnification shall not be deemed to cover any such loss, damage, lawsuit, proceeding, cost, expense or liability which is finally determined by a court of competent jurisdiction to result

solely from the Bank's negligence or willful misconduct. This indemnity obligation shall survive the payment of the Series 2022 Bond and the termination of this Agreement.

Section 4.10. Anti-Dilution Test.

The Issuer will not issue any additional obligations payable from the Non-Ad Valorem Revenues, nor voluntarily create or cause to be created any debt, lien, pledge, assignment, encumbrance or other charge against the Non-Ad Valorem Revenues, or any part thereof, except as set out below.

No additional indebtedness payable from or secured by Non-Ad Valorem Revenues shall be issued by the Issuer unless the Issuer certifies that the average of the annual Net Non-Ad Valorem Revenues Available for Debt Service for the prior two Fiscal Years equals at least 150% of the maximum annual debt service on all debt payable from such Non-Ad Valorem Revenues including the Series 2022 Bond.

Within this Section, for the purpose of calculating annual debt service on any indebtedness which bears interest at a variable rate, such indebtedness shall be deemed to bear interest at the greater of (i) 1.20 times the most recently published Revenue Bond Index of The Bond Buyer, or (ii) 1.20 times actual average interest rate during the prior Fiscal Year of the Issuer.

In the event any additional obligations are issued for the purpose of refunding any debt then outstanding, the conditions of this anti-dilution shall not apply, provided that the issuance of such additional obligations shall result in a reduction of the aggregate debt service on the applicable debt obligation.

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ARTICLE V

EVENTS OF DEFAULT AND REMEDIES

Section 5.01. Events of Default.

Each of the following is hereby declared an “Event of Default:”

(A) payment of the interest on or principal of the Series 2022 Bond shall not be made when the same shall become due and payable; or

(B) default in the performance or observance of any covenant or agreement contained in this Financing Agreement or the Series 2022 Bond (other than set forth in (a) above) and the Issuer’s failure to cure the same within thirty (30) days after (1) notice thereof to the Issuer by the Bank or (2) the Bank is notified of such noncompliance or should have been notified, whichever is earlier; or

(C) filing of a petition by or against the Issuer relating to bankruptcy, reorganization, arrangement or readjustment of debt of the Issuer or for any other relief relating to the Issuer under the United States Bankruptcy Code, as amended, or any other insolvency act or law now or hereafter existing, or the involuntary appointment of a receiver or trustee for the Issuer, and the continuance of any such event for 90 days undismissed or undischarged; or

(D) any representation or warranty made in writing by or on behalf of the Issuer in any loan documents related to the Series 2022 Bond shall prove to have been false or incorrect in any material respect on the date made or reaffirmed; or

(E) failure of the Issuer to promptly remove an execution, garnishment or attachment of such consequence as will materially impair its ability to carry out its obligations under the Series 2022 Bond.

Section 5.02. Notices of Default.

The Issuer shall within ten (10) days after it acquires knowledge thereof, notify the Bank in writing (a) upon the happening, occurrence, or existence of any Event of Default, and (b) any event or condition which with the passage of time or giving of notice, or both, would constitute an Event of Default, and shall provide the Bank, with such written notice, a detailed statement by a responsible officer of the Issuer of all the relevant facts and the action being taken or proposed to be taken by the Issuer with respect thereto.

Section 5.03. Exercise of Remedies.

Upon the occurrence and during the continuance of an Event of Default, the Bondholder may proceed to protect and enforce its rights under the laws of the State of Florida or under this Agreement by such suits, actions or special proceedings in equity or at law, or by proceedings in the office of any board or officer having jurisdiction, either for the specific performance of any covenant or agreement contained herein or in aid or execution of any power herein granted or for the enforcement of any proper legal or equitable remedy, as the Bondholder shall deem most effective to protect and enforce such rights. Without limiting the generality of the foregoing, the Bondholder shall have the right to bring a mandamus action to require the Issuer to perform its obligations under Article IV of this Agreement.

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ARTICLE VI

MISCELLANEOUS PROVISIONS

Section 6.01. Covenants of Issuer, Etc.; Successors.

All of the covenants, stipulations, obligations and agreements contained in this Agreement shall be deemed to be covenants, stipulations, obligations and agreements of the Issuer to the full extent authorized or permitted by law, and all such covenants, stipulations, obligations and agreements shall be binding upon the successor or successors thereof from time to time, and upon any officer, board, commission, authority, agency or instrumentality to whom or to which any power or duty affecting such covenants, stipulations, obligations and agreements shall be transferred by or in accordance with law.

Section 6.02. Term of Agreement.

This Agreement shall be in full force and effect from the date hereof until the Series 2022 Bond and all other sums payable to the Bank hereunder have been paid in full.

Section 6.03. Amendments and Supplements.

This Agreement may be amended or supplemented from time to time only by a writing duly executed by each of the Issuer and the Bondholder.

Section 6.04. Notices.

Any notice, demand, direction, request or other instrument authorized or required by this Agreement to be given to or filed with the Issuer or the Bank, shall be deemed to have been sufficiently given or filed for all purposes of this Agreement if and when sent by certified mail, return receipt requested:

- (A) As to the Issuer:
City of Lauderdale Lakes, Florida
4300 NW 36TH St.
Lauderdale Lakes, FL 33319
Attention: Mayor
- (B) As to the Bank:
Truist Bank
2320 Cascade Pointe Blvd., Suite 600
Charlotte, North Carolina 28208
Attention: Governmental Finance

Either party may, by notice sent to the other, designate a different or additional address to which notices under this Agreement are to be sent.

Section 6.05. Benefits Exclusive.

Except as herein otherwise provided, nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any person, firm or corporation, other than the Issuer and the Bondholder, any right, remedy or claim, legal or equitable, under or by reason of this Agreement or any provision hereof, this Agreement and all its provisions being intended to be and being for the sole and exclusive benefit of the Issuer and the Bondholder.

Section 6.06. Severability.

In case any one or more of the provisions of this Agreement, any amendment or supplement hereto or of the Series 2022 Bond shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement, any amendment or supplement hereto or the Series 2022 Bond, but this Agreement, any amendment or supplement hereto and the Series 2022 Bond shall be construed and enforced at the time as if such illegal or invalid provisions had not been contained therein, nor shall such illegality or invalidity or any application thereof affect any legal and valid application thereof from time to time. In case any covenant, stipulation, obligation or agreement contained in the Series 2022 Bond or in this Agreement shall for any reason be held to be in violation of law, then such covenant, stipulation, obligation, or agreement shall be deemed to be the covenant, stipulation, obligation or agreement of the Issuer to the full extent from time to time permitted by law.

Section 6.07. Counterparts.

This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same Agreement, and, in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

Section 6.08. Applicable Law.

This Agreement shall be governed exclusively by and construed in accordance with the applicable laws of the State of Florida.

Section 6.09. No Personal Liability.

Notwithstanding anything to the contrary contained herein or in the Series 2022 Bond, or in any other instrument or document executed by or on behalf of the Issuer in connection

herewith, no stipulation, covenant, agreement or obligation of any present or future member of the City Commission, officer, employee or agent of the Issuer, officer, employee or agent of a successor to the Issuer, in any such person's individual capacity, and no such person, in his or her individual capacity, shall be liable personally for any breach or non-observance of or for any failure to perform, fulfill or comply with any such stipulations, covenants, agreements or obligations, nor shall any recourse be had for the payment of the principal of or interest on the Series 2022 Bond or for any claim based thereon or on any such stipulation, covenant, agreement or obligation, against any such person, in his or her individual capacity, either directly or through the Issuer or any successor to the Issuer, under any rule or law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise and all such liability of any such person, in his or her individual capacity, is hereby expressly waived and released.

Section 6.10. Incorporation by Reference.

All of the terms and obligations of the Appendices hereto are hereby incorporated herein by reference as if all of the foregoing were fully set forth in this Agreement. All recitals appearing at the beginning of this Agreement are hereby incorporated herein by reference.

Section 6.11. No Advisory or Fiduciary Relationship.

In connection with the Bank's purchase of the Series 2022 Bond, and all aspects of each transaction contemplated hereunder (including in connection with any amendment, waiver or other modification hereof), the Issuer acknowledges and agrees, that: (a) (i) the Issuer has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, (ii) the Issuer is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated hereby, (iii) the Bank is not acting as a municipal advisor or financial advisor to the Issuer, and (iv) the Bank has no fiduciary duty pursuant to Section 15B of the Securities Exchange Act to the Issuer with respect to the transactions contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Bank has provided other services or is currently providing other services to the Issuer on other matters); (b) (i) the Bank is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary, for the Issuer or any other person and (ii) the Bank has no obligation to the Issuer with respect to the transactions contemplated hereby except those obligations expressly set forth herein; and (c) the Bank may be engaged in a broad range of transactions that involve interests that differ from those of the Issuer, and the Bank has no obligation to disclose any of such interests to the Issuer. The Issuer acknowledges that the Bank is purchasing the Series 2022 Bond pursuant to and in reliance upon the bank exemption and/or the institutional buyer exemption provided under the municipal advisor rules of the Securities and Exchange Commission, Rule 15Ba1-1 *et seq.*, to the extent that such rules apply to the transactions contemplated hereunder.

Section 6.12. Waiver of Jury Trial.

The Issuer and the Bank hereby knowingly, voluntarily and intentionally waive the right either may have to a trial by jury in respect to any litigation based hereon, or arising out of, under or in connection with the ordinance, this agreement or any other agreement contemplated to be executed in conjunction herewith, or any course of conduct, course of dealing, statements (whether verbal or written), or actions of either party.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first set forth herein.

CITY OF LAUDERDALE LAKES, FLORIDA

By: _____
Hazelle P. Rogers
Mayor

(SEAL)

ATTEST:

By: _____
Venice Howard, CMC, City Clerk

[Signature Page to Financing Agreement]

TRUIST BANK

By: _____
Name:
Title:

[Signature Page to Financing Agreement]

APPENDIX A

FORM OF SERIES 2022 BOND

ANY OWNER SHALL, PRIOR TO BECOMING A REGISTERED OWNER, EXECUTE A BANK'S CERTIFICATE IN SUBSTANTIALLY THE FORM ATTACHED TO THE ORDINANCE CERTIFYING, AMONG OTHER THINGS, THAT SUCH REGISTERED OWNER IS A PERMITTED TRANSFEREE, AS DEFINED IN THE FINANCING AGREEMENT.

_____/_____/_____ \$_____

CITY OF LAUDERDALE LAKES, FLORIDA CAPITAL IMPROVEMENT REVENUE BOND, SERIES 2022

For value received, the CITY OF LAUDERDALE LAKES, FLORIDA (the "Issuer"), a municipal corporation duly, organized and existing under the laws of the State of Florida, promises to pay, from the sources as set forth in the Financing Agreement (defined herein), to the order of Truist Bank (the "Bank") at the office of the Bank specified in the Financing Agreement (as hereinafter defined), the principal amount of \$_____ and all other amounts payable to the Bank pursuant to the Financing Agreement, in lawful money of the United States of America in federal or other immediately available funds, and to pay, from the sources set forth in the Financing Agreement, interest on the unpaid principal amount hereof for each day from the date of the date hereof until this Bond is paid in full in like money and funds at such office and on such dates as are specified in such Financing Agreement and at the interest rate specified therein. Principal and interest herein thereon shall be payable in the amounts, at the rates and on the dates specified on Schedule I attached hereto.

Presentation, demand, protest and notice of dishonor are hereby waived by the undersigned.

This Bond is issued pursuant to Ordinance No. _____, enacted by the Issuer on June ___, 2022 (the "Ordinance"). This Bond is subject to the terms of the Financing Agreement dated as of _____ 1, 2022, as amended from time to time, by and between the Issuer and the Bank (the "Financing Agreement"). All terms used herein and not defined shall have the same meaning as in the Financing Agreement. Reference is made to the Financing Agreement for provisions for the prepayment hereof, which prepayment can be made without premium or penalty as provided in the Financing Agreement. If the holder enforces this Bond upon default, the maker shall reimburse the holder for all reasonable costs and expenses incurred by the holder in collection, including reasonable attorneys' fees and expenses. This Bond shall be construed under and governed by the laws of the State of Florida.

This Bond, including the interest hereon, is payable from and secured solely by the sources set forth in the Financing Agreement; and this Bond shall not be deemed to constitute an obligation of the State of Florida, or any political subdivision thereof, and neither the State nor any of its political subdivisions, other than the Issuer, shall be liable hereon. Reference is made to the Financing Agreement and the Ordinance for the provisions relating to the source of security for this Bond and the duties and obligations of the Issuer.

In the event of a payment default, from and after five (5) days after the due date, the interest rate shall increase to the Default Rate while the payment default has occurred and is ongoing. "Default Rate" means the rate of interest that would be borne by this Bond but for the existence of a payment default, plus 2.00%.

Interest on this Bond shall be computed on the basis of a 30-day month and a 360-day year.

In the event of a Determination of Taxability, the interest rate shall be subject to a full gross-up modification, as determined by the Bank (the "Taxable Rate"), effective retroactively to the date on which such Determination of Taxability was made. In addition, upon a Determination of Taxability, the Issuer agrees to pay to the Bank subject to such Determination of Taxability the Additional Amount upon demand. "Additional Amount" means (i) the difference between (a) interest on this Bond for the period commencing on the date on which the interest on this Bond first ceased to be excludable from gross income for federal income tax purposes and ending on the earlier of the date this Bond ceased to be outstanding or such adjustment is no longer applicable to this Bond (the "Taxable Period") at a rate per annum equal to the Taxable Rate, and (b) the aggregate amount of interest paid on this Bond for the Taxable Period under the provisions of this Bond without considering the Determination of Taxability, plus (ii) any penalties and interest paid or payable by such Bank to the Internal Revenue Service by reason of such Determination of Taxability. As used herein, "Determination of Taxability" means (i) a final decree or judgment of any federal court or a final action of the Internal Revenue Service or of the United States Treasury Department determining that any interest payable on this Bond is includable in the gross income of the Owner or (ii) an opinion of Bond Counsel to the effect that any interest payable on this Bond is includable in the gross income of the Owner in either case, based only on an action or inaction by the Issuer and not based on a change in law. No such decree, action or opinion shall be considered final for the purposes of this paragraph unless the Issuer has been given written notice thereof and, if it is so desired by the Issuer and is legally permissible, the Issuer has been afforded the opportunity to contest the same, at its own expense, either directly or in the name of the Bank and until the conclusion of any appellate review, if sought.

IN WITNESS WHEREOF, City of Lauderdale Lakes, Florida has issued this Bond and has caused the same to be executed by the manual signature of the Mayor, attested by the manual

signature of its City Clerk, and its official seal or a facsimile thereof to be affixed or reproduced hereon, all as of the ____ day of _____, 2022.

CITY OF LAUDERDALE LAKES, FLORIDA

[SEAL]

Attest:

By: _____
Mayor

By: _____
Venice Howard, CMC, City Clerk

REGISTRAR'S CERTIFICATE OF AUTHENTICATION

This Bond is being duly executed by the manual signature of the Registrar and authenticating agent and delivered pursuant to the Financing Agreement. This certificate of authentication upon this Bond serves as conclusive evidence that this Bond is now valid and/or obligatory, as duly authenticated and delivered under the Financing Agreement.

Financial Services Director,
as Registrar

By: _____
Name:
Title:

Date of Authentication: _____, 2022

Non-Taxable
Bond Debt Service
City of Lauderdale Lakes, FL Customer No. 9909001606 NAICS: 921140
Fire Station & Community Center BQ
Dated Date 7/15/2022
Delivery Date 7/15/2022

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service	Bond Balance	Total Bond Value
7/15/2022						7,000,000.00	7,000,000.00
7/15/2023	611,457.67	2.970%	207,900.00	819,357.67		6,388,542.33	6,388,542.33
9/30/2023					819,357.67	6,388,542.33	6,388,542.33
7/15/2024	629,617.96	2.970%	189,739.71	819,357.67		5,758,924.37	5,758,924.37
9/30/2024					819,357.67	5,758,924.37	5,758,924.37
7/15/2025	648,317.61	2.970%	171,040.05	819,357.66		5,110,606.76	5,110,606.76
9/30/2025					819,357.66	5,110,606.76	5,110,606.76
7/15/2026	667,572.64	2.970%	151,785.02	819,357.66		4,443,034.12	4,443,034.12
9/30/2026					819,357.66	4,443,034.12	4,443,034.12
7/15/2027	687,399.55	2.970%	131,958.11	819,357.66		3,755,634.57	3,755,634.57
9/30/2027					819,357.66	3,755,634.57	3,755,634.57
7/15/2028	707,815.32	2.970%	111,542.35	819,357.67		3,047,819.25	3,047,819.25
9/30/2028					819,357.67	3,047,819.25	3,047,819.25
7/15/2029	728,837.43	2.970%	90,520.23	819,357.66		2,318,981.82	2,318,981.82
9/30/2029					819,357.66	2,318,981.82	2,318,981.82
7/15/2030	750,483.90	2.970%	68,873.76	819,357.66		1,568,497.92	1,568,497.92
9/30/2030					819,357.66	1,568,497.92	1,568,497.92
7/15/2031	772,773.28	2.970%	46,584.39	819,357.67		795,724.64	795,724.64
9/30/2031					819,357.67	795,724.64	795,724.64
7/15/2032	795,724.64	2.970%	23,633.02	819,357.66			
9/30/2032					819,357.66		
	7,000,000.00		1,193,576.64	8,193,576.64	8,193,576.64		

EXHIBIT B

FORM OF BANK'S CERTIFICATE

This is to certify that Truist Bank (the "Bank") has not required the City of Lauderdale Lakes, Florida (the "Issuer") to deliver any offering document and has conducted its own investigation, to the extent it deems satisfactory or sufficient, into matters relating to business affairs or conditions (either financial or otherwise) of the Issuer in connection with the issuance of the \$7,000,000 City of Lauderdale Lakes, Florida Capital Improvement Revenue Bond, Series 2022 (the "Series 2022 Bond"), and no inference should be drawn that the Bank, in the acceptance of said Series 2022 Bond, is relying on Bryant Miller Olive P.A. ("Bond Counsel") or Shutts & Bowen, LLP ("Issuer's Counsel") as to any such matters other than the legal opinions rendered by Bond Counsel or Issuer's Counsel. Any capitalized undefined terms used herein not otherwise defined shall have the meaning set forth in the Financing Agreement, dated as of _____, 2022, by and between the Issuer and the Bank (the "Financing Agreement").

We are aware that investment in the Series 2022 Bond involves various risks, that the Series 2022 Bond is secured solely by the Pledged Revenues, as described in the Financing Agreement (the "Bond Security").

We have made such independent investigation of the Bond Security as we, in the exercise of sound business judgment, consider to be appropriate under the circumstances. In making our investment decision, we have relied upon the accuracy of information which has been provided to us by the Issuer.

We have knowledge and experience in financial and business matters and are capable of evaluating the merits and risks of our investment in the Series 2022 Bond and can bear the economic risk of our investment in the Series 2022 Bond.

We acknowledge and understand that the Financing Agreement is not being qualified under the Trust Indenture Act of 1939, as amended (the "1939 Act"), and is not being registered in reliance upon the exemption from registration under Section 3(a)(2) of the Securities Act of 1933, Section 517.051(1), Florida Statutes, and/or Section 517.061(7), Florida Statutes, and that neither Bond Counsel nor the Issuer's Counsel shall have any obligation to effect any such registration or qualification.

The Series 2022 Bond has been purchased for the account of the Bank for investment purposes only and not with a present view to the distribution, transfer or resale thereof. The Bank currently intends to hold and book the Series 2022 Bond as a loan in its loan portfolio; the Bank acknowledges that the use of the word "bond" in the name of the debt instrument is not intended to indicate that the instrument is or is not a security within the meaning of the Securities Act of 1933. The Bank currently intends to hold such Series 2022 Bond for its own account and for an indefinite period of time and does not intend to dispose of all or any portion

of such Series 2022 Bond. The Bank hereby covenants that if the Bank subsequently decides to distribute or resell the Series 2022 Bond, it shall comply in all respects with all securities laws then applicable with respect to any such distribution or resale. We understand that the Series 2022 Bond may not be transferred in a denomination less than the par amount outstanding at the time of transfer.

We are a bank, trust company, savings institution, insurance company, dealer, investment company, pension or profit-sharing trust, or qualified institutional buyer as contemplated by Section 517.061(7), Florida Statutes. We are not purchasing the Series 2022 Bond for the direct or indirect promotion of any scheme or enterprise with the intent of violating or evading any provision of Chapter 517, Florida Statutes.

DATED this _____ day of _____, 2022.

TRUIST BANK

By: _____

Name: _____

Title: _____

EXHIBIT C

FORM OF DISCLOSURE LETTER

The undersigned, as Bank, has negotiated with the City of Lauderdale Lakes, Florida (the "Issuer") for the private purchase of its Capital Improvement Revenue Bond, Series 2022 (the "Series 2022 Bond") in the principal amount of Seven Million and No/100 (\$7,000,000.00) Dollars. Prior to the award of the Series 2022 Bond, the following information is hereby furnished to the Issuer:

1. Set forth is an itemized list of the nature and estimated amounts of expenses to be incurred for services rendered to us (the "Bank") in connection with the issuance of the Series 2022 Bond (such fees and expenses to be paid by the Issuer):

Bank Counsel Fees – \$7,500.

2. (a) No other fee, bonus or other compensation is estimated to be paid by the Bank in connection with the issuance of the Series 2022 Bond to any person not regularly employed or retained by the Bank (including any "finder" as defined in Section 218.386(1)(a), Florida Statutes), except as specifically enumerated as expenses to be incurred by the Bank, as set forth in paragraph (1) above.

(b) No person has entered into an understanding with the Bank, or to the knowledge of the Bank, with the Issuer, for any paid or promised compensation or valuable consideration, directly or indirectly, expressly or implied, to act solely as an intermediary between the Issuer and the Bank or to exercise or attempt to exercise any influence to effect any transaction in the purchase of the Series 2022 Bond.

3. The amount of the underwriting spread expected to be realized by the Bank is \$0.00.

4. The management fee to be charged by the Bank is \$0.00.

5. Truth-in-Bonding Statement:

The Series 2022 Bond is being issued primarily to finance for the Issuer the costs and expenses associated with construction of a fire station and community center (collectively, the "Project").

Unless earlier redeemed, the Series 2022 Bond is expected to be repaid by _____ 1, 2032; at an interest rate of _____%, total interest paid over the life of the Series 2022 Bond is estimated to be \$_____.

The Series 2022 Bond will be payable solely from the Pledged Revenues, as such term is

defined in the Financing Agreement, dated as of _____, 2022, between the Issuer and the undersigned. Issuance of the Series 2022 Bond is estimated to result in a maximum annual of approximately \$_____ of Pledged Revenues of the Issuer not being available to finance other projects of the Issuer during the life of the Series 2022 Bond.

6. The name and address of the Bank is as follows:

Truist Bank
2320 Cascade Pointe Blvd., Suite 600
Charlotte, North Carolina 28208

This Disclosure Letter is for informational purposes only and shall not affect or control the actual terms and conditions of the Series 2022 Bond.

IN WITNESS WHEREOF, the undersigned has executed this Disclosure Letter on behalf of the Bank this _____ day of _____, 2022.

TRUIST BANK

By: _____
Name: _____
Title: _____

Governmental Finance

2320 Cascade Pointe Blvd. Suite 600
Charlotte, North Carolina 28208
Phone (704) 954-1700
Fax (704) 954-1799

May 18, 2022

Mr. Asheley Hepburn
City of Lauderdale Lakes Florida
4300 NW 36th St.
Lauderdale Lakes, FL 33319

Revised: June 7, 2022

Dear Mr. Hepburn:

Truist Bank ("Lender") is pleased to offer this proposal for the financing requested by the City of Lauderdale Lakes Florida ("Borrower").

PROJECT: Fire Station & Community Center

AMOUNT: \$7,000,000.00

TERM: 10 years

INTEREST RATE: 2.97% (Bank Qualified)
3.02% (Non-Bank Qualified)

TAX STATUS: Tax Exempt

PAYMENTS: Interest: Annual
Principal: Annual

INTEREST RATE CALCULATION: 30/360

SECURITY: Covenant to Budget and Appropriate legally available non-ad valorem revenues of the Borrower

PREPAYMENT TERMS: Prepayable in whole at any time with a one percent prepayment penalty. Alternatively, the Borrower may elect for the transaction to be non-callable for the first half of the term and callable at par thereafter.

ANTI-DILUTION TEST: 1.50x

RATE EXPIRATION: July 15, 2022

**DOCUMENTATION/
LEGAL REVIEW**

FEE: \$7,500

FUNDING: The financing shall be fully funded at closing and allow for a maximum of four funding disbursements in the form of wires or checks.

DOCUMENTATION: It shall be the responsibility of the Borrower to retain and compensate counsel to appropriately structure the financing documents according to Federal and State statutes. Documents shall include provisions that will outline appropriate changes to be implemented in the event that this transaction is determined to be taxable in accordance with the Internal Revenue Code. These provisions must be acceptable to Lender. In the event of default, any amount due, and not yet paid, shall bear interest at a default rate equal to the interest rate on the Fire Station & Community Center plus 2% per annum from and after five (5) days after the date due.

Lender shall also require the Borrower to provide an unqualified bond counsel opinion, a no litigation certificate, and evidence of IRS Form 8038 filing. Lender and its counsel reserve the right to review and approve all documentation before closing. Lender will not be required to present the bond for payment.

REPORTING

REQUIREMENTS: Lender will require financial statements to be delivered within 270 days after the conclusion of each fiscal year-end throughout the term of the financing or in accordance with state requirements.

Lender shall have the right to cancel this offer by notifying the Borrower of its election to do so (whether this offer has previously been accepted by the Borrower) if at any time prior to the closing there is a material adverse change in the Borrower's financial condition, if we discover adverse circumstances of which we are currently unaware, if we are unable to agree on acceptable documentation with the Borrower or if there is a change in law (or proposed change in law) that changes the economic effect of this financing to Lender.

Costs of counsel for the Borrower and any other costs will be the responsibility of the Borrower.

The stated bank qualified interest rate assumes that the Borrower expects to borrow no more than \$10,000,000 in the current calendar year and that the financing will qualify as qualified tax-exempt financing under the Internal Revenue Code. Lender reserves the right to terminate this bid or to negotiate a mutually acceptable interest rate if the financing is not qualified tax-exempt financing.

We appreciate the opportunity to offer this financing proposal. Please call me at (803) 413-4991 with your questions and comments. We look forward to hearing from you.

Sincerely,

Truist Bank



Andrew G. Smith
Senior Vice President

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: No

Contract Requirement: No

Title

PUBLIC HEARING - ORDINANCE 2022-003 APPROVING, WITH CONDITIONS, APPLICATION NO. 03-RZ-21 AND AMENDING THE TEXT OF THE LAUDERDALE LAKES LAND DEVELOPMENT REGULATIONS; FURTHER AMENDING THE CITY OF LAUDERDALE LAKES' OFFICIAL ZONING MAP DESIGNATION FROM COMMUNITY BUSINESS (B2) DISTRICT TO COMMUNITY FACILITIES (CF) DISTRICT

Summary

This is a proposed ordinance initiated by Assistance Unlimited, Inc., to amend the zoning designation and official zoning map from the Community business (B-2) district to CF - Community Facilities to allow for the expansion of the existing charter school and daycare center.

Staff Recommendation

Background:

Staff recommends approval with conditions based upon the findings and analysis shown within the report.

Funding Source:

N/A

Fiscal Impact:

N/A

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

Meeting Date: 6/28/2022

ATTACHMENTS:

Description	Type
<input type="checkbox"/> Ordinance - 2022-003 Rezone (App# 03-RZ-21)	Ordinance
<input type="checkbox"/> Exhibit A - Application	Exhibit
<input type="checkbox"/> Central Charter- Rezoning Interoffice Memorandum	Backup Material

ORDINANCE 2022-003

AN ORDINANCE OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA APPROVING, WITH CONDITIONS, APPLICATION NO. 03-RZ-21 AND AMENDING THE TEXT OF THE LAUDERDALE LAKES LAND DEVELOPMENT REGULATIONS; FURTHER AMENDING THE CITY OF LAUDERDALE LAKES' OFFICIAL ZONING MAP DESIGNATION FROM COMMUNITY BUSINESS (B2) DISTRICT TO COMMUNITY FACILITIES (CF) DISTRICT, AS TO THAT APPROXIMATELY 4.49 GROSS ACRE PARCEL OF LAND COMMONLY KNOWN AS CENTRAL CHARTER SCHOOL LOCATED AT 4487-4695 NORTH STATE ROAD 7, OWNED BY ASSISTANCE UNLIMITED, INC.; PROVIDING FOR ADOPTION OF RECITALS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Assistance Unlimited, Inc. ("Applicant") has submitted Application No. 03-RZ-21 requesting to rezone a portion of real property located at 4487-4695 North State Road 7, Lauderdale Lakes, Florida 33319, as more particularly described in Exhibit "A" with a map and description of the property being rezoned ("Property") located within the City of Lauderdale Lakes ("City") from the Community Business (B2) District to Community Facilities (CF) District in order to redevelop the Property to provide for expansion of the existing charter school and day care center;

WHEREAS, on August 10, 2021 and September 29, 2021, the City's Development Review Committee ("DRC") reviewed, and found that the proposed rezoning for the Property is (1) consistent with the City's Comprehensive Plan, (2) compatible with the surrounding areas zoning designation(s), (3) physically suitable for the permitted use, (4) will reduce the impact on local traffic as compared to if the parcel was developed as currently zoned, (5) does not reveal or reflect any known adverse environmental impacts within the vicinity, and (6) will not adversely affect the health, safety, and welfare of the neighborhood or the City as a whole;

WHEREAS, at its December 7, 2021 Regular Meeting, the Planning and Zoning Board tabled the item for further consideration at the next meeting. At its January 27, 2022 Regular Meeting, the

1 Planning and Zoning Board unanimously recommended approval of Application No. 03-RZ-21 with
2 conditions;

3 WHEREAS, the City Commission concurs with City Staff and the Planning & Zoning Board's
4 finding that rezoning that portion of Applicant's Property that is currently zoned B2 (Community
5 Business District) to CF (Community Facilities District) will ensure consistency for the entire Property;
6 and

7 WHEREAS, the Applicant has also submitted additional co-pending applications for the
8 Property which are concurrently being considered by the City Commission at its Regular meeting on
9 June 28, 2022, including Application No. 03-VA-21 for Variances from Subsection 1001.9(c) of Chapter
10 10 of the Land Development Regulations (LDRs), Application No. 03-PL-21 requesting a statement of
11 no-objection to Broward County in connection with Applicant's request to amend the note on the
12 face of the plat known as "Oakland Commercial Properties North"; and Application No. 04-SP-21 for
13 Major Site Plan Revision Approval (collectively, the "Development Applications").

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

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

18 SECTION 2. AUTHORITY. This Ordinance is enacted and adopted by the City Commission
19 pursuant to Chapter 5, Section 507 of the City of Lauderdale Lakes Land Development Regulations,
20 and other applicable provisions of law.

21 SECTION 3. CITY COMMISSION FINDINGS FOR AMENDMENT TO OFFICIAL ZONING MAP.
22 In accordance with the applicable provisions of Chapter 166, Florida Statutes, Sec. 507 of the Land
23 Development Regulations ("LDRs"), the City Commission, upon review of the proposed Application

No. 03-RZ-21, the general purpose of and standards set forth in Sec. 507.7 of the LDRs, the report of City Staff, and recommendation of the Planning and Zoning Board, and any oral or written comment received before or at the public hearing, hereby makes the following findings, which are made subject to and contingent upon an official determination by Broward County as to whether a Plat Note Amendment is required; further subject to and contingent upon City Commission approval of Application No. 03-VA-21 for Variances from Subsection 1001.9(c) of Chapter 10 of the LDRs; Application No. 03-PL-21 requesting a statement of no-objection to Broward County in connection with Applicant's request to amend the note on the face of the plat known as "Oakland Commercial Properties North"; and Application No. 04-SP-21 for Major Site Plan Revision Approval:

(a) The proposed amendment is consistent with goals, objectives and policies of the city's comprehensive plan.

(b) The proposed zoning district is compatible with the surrounding area's zoning designation(s) and existing uses.

(c) The subject property is physically suitable for the uses permitted in the proposed district.

(d) There are not sites available in other areas currently zoned for such use.

(e) The proposed change will contribute to redevelopment of an area in accordance with an approved redevelopment plan.

(f) The proposed change would not adversely affect traffic patterns or congestion.

(g) The proposed change would not adversely impact population density such that the demand for water, sewers, streets, recreational areas and facilities, and other public facilities and services would be adversely affected.

(h) The proposed change would not have an adverse environmental impact on the vicinity, and,

(i) The proposed change would not adversely affect the health, safety, and welfare of the neighborhood or the city as a whole.

1 SECTION 4. CITY COMMISSION FINDINGS FOR AMENDMENT TO THE TEXT OF THE LAND
2 DEVELOPMENT REGULATIONS. In accordance with the applicable provisions of the Chapter 166,
3 Florida Statutes, Sec. 507 of the LDR's, the City Commission, upon review of the proposed Application
4 No. 03-RZ-21, the general purpose of and standards set forth in Sec. 507.8 of the LDRs, the report of
5 City Staff, and recommendation of the Planning and Zoning Board, and any oral or written comment
6 received before or at the public hearing, hereby makes the following findings:

7 (a) The proposed amendment is legally required.

8
9 (b) The proposed amendment is consistent with the goals and objectives of the
10 comprehensive plan.

11
12 (c) The proposed amendment is consistent with the authority and purpose of the LDRs.

13
14 (d) The proposed amendment furthers the orderly development of the city, and

15
16 (e) The proposed amendment improves the administration or execution of the
17 development process.

18
19 SECTION 5. CITY COMMISSION ADOPTION OF PROPOSED ZONING AMENDMENTS. Based
20 upon the record developed at the public hearing, and upon additional finding all notices of the public
21 hearing have been provided in accordance with Chapter 166, Florida Statutes, and the provisions of
22 the Lauderdale Lakes Code, the City Commission hereby adopts the proposed amendment of the
23 zoning designation Application No. 03-RZ-21, and amends the official zoning map for that certain
24 property located at 4487-4695 North State Road 7, Lauderdale Lakes, Florida 33319, from Community
25 Business (B-2) District to Community Facilities (CF) District.

26 SECTION 6. CONFLICT: All ordinances or Code provisions in conflict herewith are hereby
27 repealed.

28 SECTION 7. SEVERABILITY: If any section, subsection, sentence, clause, phrase or portion
29 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

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

PASSED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES ON FIRST READING AT ITS REGULAR COMMISSION MEETING ON THE 28TH DAY OF JUNE, 2022.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES ON SECOND READING AT ITS REGULAR COMMISSION MEETING ON THE ____ DAY OF _____ 2022.

HAZELLE ROGERS, MAYOR

ATTEST:

VENICE HOWARD, CMC, CITY CLERK

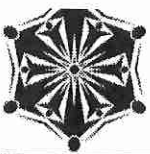
Approved as to form and legality
for the use of and reliance by the
City of Lauderdale Lakes only:

Sidney C. Calloway, City Attorney

Sponsored by: Fernando Leiva, AICP, Assoc. AIA, Development Services Manager and Principal Planner

VOTE:

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



LAND DEVELOPMENT APPLICATION FORM

This application must be completed in full and submitted with the appropriate Affidavit and/or Disclosure Forms. If owner of the property is not the applicant and will not be present at the hearing, the Owner Affidavit and/or Power of Attorney must be completed and signed by the property owner. In addition, if the property owner is a Corporation, Partnership, Limited Partnership, or Trustee, a separate Disclosure of Interest Form must be completed. Refer to the "Submittal Checklist" and "Application Instructions" to determine the supplemental documentation required for each application. Applications are not automatically scheduled for a particular meeting date. Prior to processing applications, staff must determine completeness. All applicants must have a pre-application conference with staff, prior to filing application(s). **PLEASE DATE THIS APPLICATION.**

TYPE OF APPLICATION

(Complete one application for each request)

Date 2/12/2021

- | | |
|---|--|
| <input checked="" type="checkbox"/> Rezoning | <input checked="" type="checkbox"/> Site Plan Approval |
| <input type="checkbox"/> Land Use Plan Amendment | <input type="checkbox"/> Appeal of Administrative Interpretation |
| <input type="checkbox"/> Text Amendment to Modify Zoning Code | <input checked="" type="checkbox"/> Variance |
| <input type="checkbox"/> Conditional Use | |
| <input type="checkbox"/> Right-of-Way Vacation | |
| <input type="checkbox"/> Platting or Replatting of a Subdivision,
or a Portion Thereof | |
| <input checked="" type="checkbox"/> Other <u>Delegation Request</u> | |

PLEASE PRINT OR TYPE

Name of Owner:		ASSISTANCE UNLIMITED INC.	
Mailing Address: 4515 N STATE ROAD 7 LAUDERDALE LAKES, FLORIDA 33319			
Business Telephone: N/A		Home: N/A	Fax: N/A
Name of Applicant (if different from owner):			
I am the (check one): <input type="checkbox"/> Attorney Representing Owner <input type="checkbox"/> Prospective Purchaser <input type="checkbox"/> Contractor and/or Architect <input type="checkbox"/> Representative/Agent <input type="checkbox"/> Tenant			
Mailing Address:			
Business Telephone:		Home:	Fax:
Name of Representative (if different from owner and Applicant):		MARK RICKARDS, AICP, KIMLEY-HORN & ASSOCIATES, INC.	
I am the (check one): <input type="checkbox"/> Attorney Representing Owner/Applicant <input type="checkbox"/> Contractor and/or Architect <input checked="" type="checkbox"/> Other (please specify) REPRESENTATIVE/AGENT			
Mailing Address: 1615 S CONGRESS AVENUE, SUITE 201, DELRAY BEACH, FL 33445			
Business Telephone: 561-404-7244		Home: N/A	Fax: N/A

Location of Subject Property: 4487-4695 N. STATE ROAD 7 AND 4645 N. STATE ROAD 7

Property Size: *PLEASE SEE PROPERTY APPRAISER SHEETS ATTACHED.

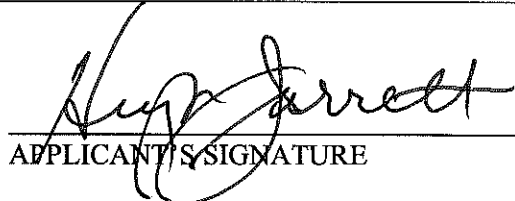
Present Zoning: B-2 COMMUNITY BUSINESS DISTRICT

Present Land Use Designation: 72- PRIVATE SCHOOLS AND COLLEGES

Folio Number: 4941 13 21 0011 AND 4941 13 21 0014

Full Legal Description (attach additional sheets, if necessary): * PLEASE SEE PROPERTY APPRAISER SHEETS ATTACHED.


Brief Description of Request




APPLICANT'S SIGNATURE

IF THE APPLICANT IS THE PROPERTY OWNER, PLEASE COMPLETE AND SIGN BELOW:

I, being duly sworn, depose and say that I am the owner of the described real property. I acknowledge that I am subject to penalties of law, including the laws on perjury, and to possible revocation of any approvals for any false or misleading statements provided in the subject Application.



PROPERTY OWNER'S SIGNATURE



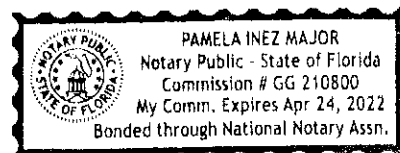
PROPERTY OWNER (PRINT NAME)

Sworn to and subscribed before me this 11th
day of March, 2021



NOTARY PUBLIC, STATE OF FLORIDA

My commission expires: April 24, 2022



DEVELOPMENT APPLICATION OWNER CERTIFICATION

(Please complete all that apply)

For use when petitioner is the Owner of subject property:

This is to certify that I am the owner of the subject lands described in the above application. I understand that I am responsible for complying with all application requirements prior to this petition being scheduled for any public hearing. I also understand that it is my responsibility to comply with the City's requirements regarding quasi-judicial proceedings. This further certifies that I have read this petition and the statements contained herein are true and correct.

Hugh Jarrett
Print name of Petitioner

[Signature]
Signature of Petitioner

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was Sworn to and Subscribed before me this 10th of March, 2021, by Hugh Jarrett, who is personally known to me or who has produced _____ as identification.

Pamela Inez Major
Printed Name of Notary Public

[Signature]
Signature of Notary Public

My Commission Expires: April 24, 2022



For use when petitioner is NOT the Owner of the Subject Property:

This is to certify that I am the owner of subject lands described in the above petition. I have authorized _____ to make and file the aforesaid petition. This further certifies that I have read this petition and the statements contained herein are true and correct.

Print name of Petitioner

Signature of Petitioner

STATE OF _____

COUNTY OF _____

The foregoing instrument was Sworn to and Subscribed before me this _____ of _____, 20____, by _____, who is personally known to me or who has produced _____ as identification.

Printed Name of Notary Public

Signature of Notary Public

My Commission Expires: _____

Tenant or Owner Affidavit

I, _____ being first duly sworn, depose and say that I am the owner/tenant of the property described and which is the subject matter of the proposed hearing; that all the answers to the questions in this application, and all sketch data and other supplementary matter attached and made part of the application are honest and true. I understand this application must be completed and accurate before a hearing can be advertised. In the event that I or any one appearing on my behalf is found to have made a material misrepresentation, either oral or written regarding this application, I understand that any development action may be voidable at the option of the City.

Print Name

Signature

STATE OF _____

COUNTY OF _____

The foregoing instrument was Sworn to and Subscribed before me this _____ of _____, 200__, by _____, who is personally known to me or who has produced _____ as identification.

Printed Name of Notary Public

Signature of Notary Public

My Commission Expires:

Attorney Affidavit

I, _____, being first duly sworn, depose and say that I am a State of Florida Attorney at Law, and I am the Attorney for the Owner/Applicant of the property described and which is the subject matter of the proposed hearing, that all the answers to the questions in this application, and all sketch data and other supplementary matter attached to and made a part of this application are honest and true. I understand this application must be complete and accurate before a hearing can be advertised. In the event that I or any one appearing on my behalf is found to have made a material misrepresentation, either oral or written, regarding this application, I understand that any development action may be voidable at the option of the City.

Print name of Petitioner

Signature of Petitioner

STATE OF _____

COUNTY OF _____

The foregoing instrument was Sworn to and Subscribed before me this _____ of _____, 200__, by _____, who is personally known to me or who has produced _____ as identification.

Printed Name of Notary Public

Signature of Notary Public

My Commission Expires:

Corporation Affidavit

I/We, _____ being first duly sworn, depose and say that I/we am the President/Vice President, and Secretary of the aforesaid corporation, and as such, have been authorized by the corporation to file this application for public hearing; that all answers to the questions in said application and all sketches, data and other supplementary matter attached to and made a part of this application are honest and true; that said corporation is the owner/tenant of the property described herein and which is the subject matter of the proposed hearing. We understand that this application must be complete and accurate before a hearing can be advertised. In the event that I or any one appearing on our behalf is found to have made a material misrepresentation, either oral or written, regarding this application, I understand that any development action may be voidable at the option of the City.

Print Name

Signature



Development Services Department

INTEROFFICE MEMORANDUM

TO: Phil Alleyne, City Manager

DATE: JANUARY 28, 2022
REV. February 10, 2022

THRU: Tanya Davis-Hernandez, AICP
Development Services Director

FROM: Fernando Leiva, AICP, Assoc. AIA
Development Services Manager/
Principal Planner

RE: APPLICATION NO. 03-RZ-21
AMENDING THE ZONING
DESIGNATION AND THE
OFFICIAL ZONING MAP FOR A
PORTION OF A +/- 4.49 GROSS-
ACRE PARCEL OF LAND
COMMONLY KNOWN AS
CENTRAL CHARTER SCHOOL,
LOCATED AT 4487-4695 NORTH
STATE ROAD 7, FROM THE
COMMUNITY BUSINESS (B2)
DISTRICT TO THE COMMUNITY
FACILITIES (CF) DISTRICT.

I. General Data

Project Name/Request:	APPLICATION NO. 03-RZ-21 AMENDING THE ZONING DESIGNATION AND THE OFFICIAL ZONING MAP FOR A PORTION OF A +/- 4.49 GROSS-ACRE PARCEL OF LAND COMMONLY KNOWN AS CENTRAL CHARTER SCHOOL, LOCATED AT 4487-4695 NORTH STATE ROAD 7, FROM THE COMMUNITY BUSINESS (B2) DISTRICT TO THE COMMUNITY FACILITIES (CF) DISTRICT.
Staff Recommendation:	Staff recommends approval of this application with conditions based upon the findings, analysis and recommendations shown within this report.
Prepared By:	Fernando Leiva, AICP, Assoc. AIA Principal Planner/Development Services Manager
Forwarded By:	Planning and Zoning Staff

Review Timeline:

May 5, 2021 -	Application Filed
August 10, 2021 –	Development Review Committee (First Round)
September 29, 2021 –	Development Review Committee (Second Round)
December 7, 2021 –	Planning and Zoning Board Public Hearing (Tabled)
January 27, 2022 -	Planning and Zoning Board Hearing (Continued)
February 22, 2022	City Commission Workshop
February 22, 2022	City Commission Regular Meeting (First Reading) (Tabled)
June 28, 2022	City Commission Regular Meeting (First Reading) (Pending)
TBD –	City Commission Regular Meeting (Second Reading) (Pending)

II. Project Information

PROJECT NAME	CENTRAL CHARTER K-8 SCHOOL
EXISTING USE	CHARTER SCHOOL/OFFICE/DAY CARE
PROPOSED USE	CHARTER SCHOOL/DAYCARE
CURRENT ZONING	B-2 BUSINESS
PROPOSED ZONING	CF
FUTURE LAND USE DESIGNATION	COMMERCE
LOCATION OF PROPERTY	4487 – 4695 N SR 7 APPROXIMATELY ¼ MILE SOUTH OF COMMERCIAL BOULEVARD AND N SR 7
PARCEL ID	494113210011
TOTAL ACREAGE	+/- 4.49 GROSS ACRES
PROPERTY OWNER	ASSISTANCE UNLIMITED INC

ADJACENT PROPERTIES:

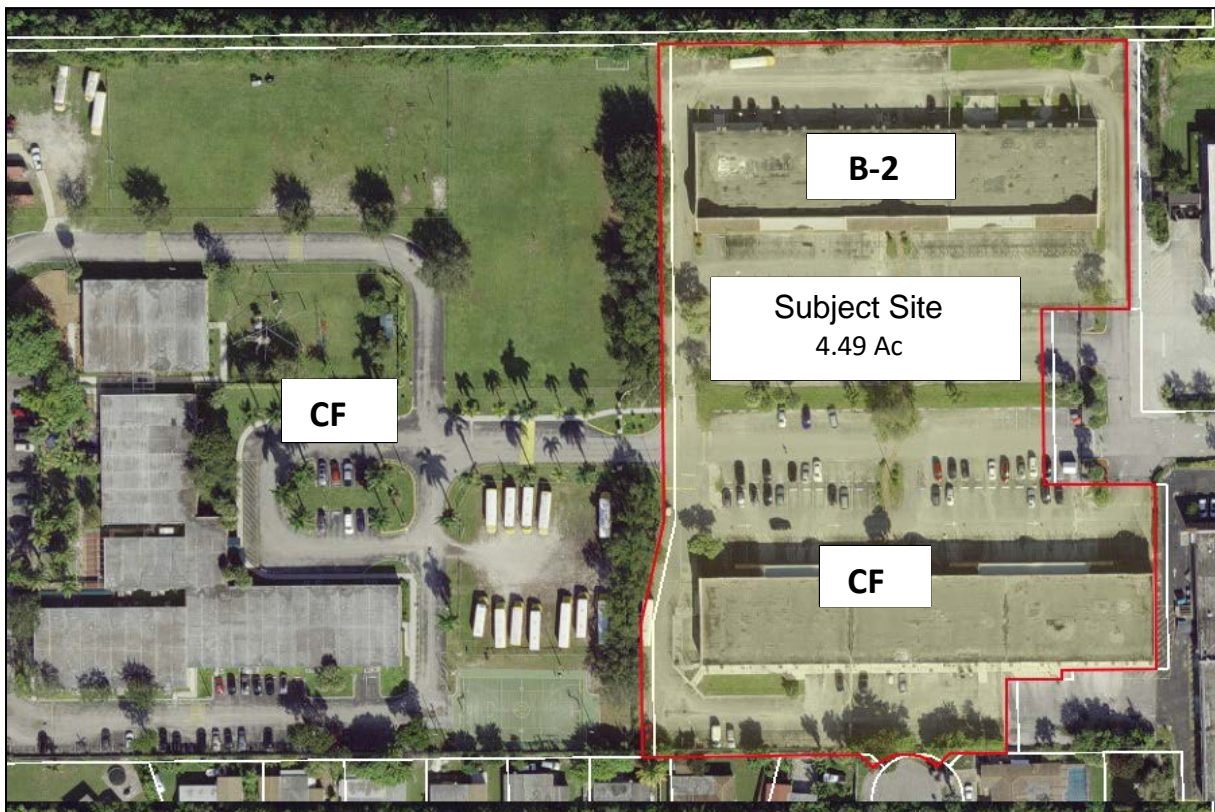
EXISTING USE	LAND USE FUTURE DESIGNATION	ZONING
NORTH: SINGLE-FAMILY HOMES	LOW-MEDIUM RESIDENTIAL (MAINLANDS SEC. 1, CITY OF TAMARAC)	RC / R-1
SOUTH:	LOW RESIDENTIAL (OAKLAND ESTATES)	RS-3
EAST:	COMMERCIAL (RACETRACK/LAKES MEDICAL CENTER)	B-2
WEST:	COMMUNITY FACILITIES (CENTRAL CHARTER K-8 SCHOOL)	CF

III. Item Summary

The Request: The subject property is a split zoned parcel as shown on the aerial map below. The northern portion is currently zoned Community business B-2, while the southern portion (+/- 2.26 acres) is CF.

The Owner/Petitioner, Assistance Unlimited Inc., has applied for rezoning approval for the portion zoned Community business (B-2) to the CF, Community Facilities district to allow for the expansion of the existing charter school and daycare center. The rezoning, if approved, would also allow for the entire campus to be zoned CF. The Applicant has also applied for other zoning/land use and site plan approvals in conjunction with this application.

The Site: Although the overall site is +/- 11.44 acres of developed land, the acreage on subject eastern split zoned parcel is +/- 4.49 acres of developed land and has an underlying land use designation of Commercial on the City and County Future Land Use Maps. Access to the subject site is via NW 46th Street (shared access road). The shared easement provides access to each of the properties within the "Oakland Commercial Properties North" Plat.



Aerial Picture of Overall Site

IV. Related Applications

Application # 03-PL-21:	Plat Note Amendment (Delegation Request).
Application # 04-SP-21:	Major Site Plan Revision Approval to allow for +/- 80,000 sq. ft. charter school and 15,000 sq. ft. daycare/preschool expansion to a total school enrollment capacity of 1,600 students.
Application # 03-VA-21:	Variance(s) Approval from Subsection 1001.9(c) of Chapter 10 of the Land Development Regulations.

V. Background

The Development Review Committee (DRC) first reviewed this application on August 10, 2021 offering comments and concerns related to traffic and student pick-up/drop-off area(s) as well as the overall limited access to/from N SR 7.

As part of the rezoning submittal requirements, the Applicant submitted a traffic impact study, economic impact analysis and available capacity letters from service providers as follows:

- > A Traffic study prepared by Kimley-Horn and Associates Inc., showing traffic distribution, existing and future (2026) traffic volumes to include impacts on the surrounding transportation network and intersection analysis at N SR7 and NW 46th Street.
- > An Economic impact analysis prepared by Kimley-Horn and Associates, indicating that the Property Tax Status for both parcels (4941 13 21 0011 and 4941 13 21 0014) is exempt; therefore, the proposed change of zoning would not be any negative or positive change to taxes collected associated with this project

The DRC lead agency, Planning and Zoning, raised some concerns about buffering the single-family homes from the proposal, internal circulation for school buses, associated access points from/to N SR 7, and the lack of architectural details to make the project more interesting. The Applicant then considered staff comments and submitted a revised Site Plan showing necessary building, landscape, buffering, parking, and internal circulation improvements, making the overall project more desirable for use compatibility, safety and walkways. Although in order to ensure safety of ongoing and increased pedestrian and vehicular circulation from the proposed development, the proposed site plan would have to assist in addressing needed improvements along the access easement.

On February 3, 2022, staff conducted field observations after the planning and zoning board hearing and consideration of the potential impacts on pedestrian and vehicular circulation. The observations are listed below:

RaceTrac Site

Figure 1: Students after school gathering at RaceTrac



Figure 2 Cars turning from RaceTrac cutting the line



Figure 3 Cars on SR 441 in the pickup line

Pedestrian/Bus Conflicts



Figure 4: Children and Parent walking alongside bus - going east

Figure 5: Traffic delays



VI. Analysis

Under Chapter 163, Part II, F.S. no public or private development shall be permitted except in conformity with the City's Comprehensive Plan, or elements or portions thereof, prepared and adopted as set out in the Community Planning Act.

New Future Land Use Element, Policy 1.2.1: The intensities of all land uses shall be further restricted by enforcing Lauderdale Lakes' zoning map and the specific requirements of each zoning district, the City's code of ordinances and the City and County platting and subdivision regulations.

Future Land Use Element, Policy 1.2.19: The City shall, through its Land Development Regulations, promote pedestrian orientation by providing for pedestrian linkages between developments and neighborhoods.

New Future Land Use Element, Policy 1.3.3. The Lauderdale Lakes Land Development Regulations shall continue to provide for the discontinuation of non- conforming land and building uses which are incompatible or inconsistent with the Land Use Plan. Regulations for buffering of incompatible land uses shall continue to be enforced as set forth in the Lauderdale Lakes Land Development Regulations, consistent with s.163.3202, F.S.

The subject property is platted as a portion of Tract "A-2" of the "Oakland Commercial Properties North" Plat as recorded in Plat Book 118, Page 30 of the Public Records of Broward County, Florida. The site(s) is part of a larger piece of a unified land, which has already been carved out to allow for the existing RaceTrac gas station directly to the east. The current notation shown on the face of the plat was recorded by RaceTrac Petroleum in ORB 51051 997 and amended to:

Tract A-1 is restricted to a service station with 24 fueling positions which includes a convenience store and carwash. Tract A-2 is limited to 51,000 square feet of office, 144,900 square feet of retail and 25,600 square feet of warehouse.

Staff is required to review a development proposal based on its own merits and regulate a permitted use of land in a manner that will ensure an orderly and balanced distribution of uses, intensities and building forms in response to individual site and contextual settings.

In evaluating a request for rezoning of land, whether with or without conditions of approval, factors that should be considered by the Planning and Zoning Board and the City Commission include, but are not limited to, the following:

1. Whether the rezoning is consistent with the policies and uses proposed for that area in the City's Comprehensive Plan Land Use Plan;
2. Whether all of the uses allowed under the proposed rezoning would be compatible with other zones and uses in the surrounding area;

3. Whether any public services and facilities would be significantly adversely impacted by a development or use allowed under the requested rezoning; and
4. Whether the uses allowed under the proposed rezoning would be equally or better suited to the area than uses allowed under the current zoning of the land.

Policy 1.2.5 of Future Land Use Element of the City's Comprehensive Plan states: "... ensure compatibility between redeveloping properties and established single-family residential neighborhoods through regulation of building scale, design, building placement, open space, buffering, and use."

Staff has reviewed the proposed request for rezoning consistent with the Future Land Use Element of the City's Comprehensive Plan as well as those provisions and standards set forth in Section 507 of the Land Development Regulations (LDRs). The following is an abbreviated version of the Applicant's and Staff's analysis of the proposed amendment using the standards of review in Section 507.7 of the LDRs (for complete documentation refer to Exhibit C at the end of this report).

Sec. 507.7. *Standards for reviewing proposed amendments to the official map.* In deciding whether to recommend approval of a proposed amendment, the administration, planning and zoning board and the city commission shall determine whether or not:

- (a) The proposed amendment is consistent with goals, objectives and policies of the city's comprehensive plan.

Applicant's Response: The expansion of an existing school facility is directly aligned with the goals and policies of the City's Comprehensive Plan.

Staff's Response: The proposed rezoning is consistent with the Comprehensive Plan.

- (b) The proposed zoning district is compatible with the surrounding area's zoning designation(s) and existing uses.

Applicant's Response: The property is currently in service as a charter school, a contributor to the provision of local options for school-age children, and compatible with the surrounding and adjacent residential and commercial uses.

Staff's Response: The proposed CF district is related and compatible with the adjacent residential, office and commercial uses and zoning classifications. An existing canal (waterway) along the northern boundary line provides a buffer to the existing single-family homes within the City of Tamarac.

- (c) The subject property is physically suitable for the uses permitted in the proposed district.

Applicant's Response: The subject site is currently in service as a charter school, the proposed changes would provide for an expansion in the number of students but also a more efficient and orderly queuing route for bus service, additional parking for staff and parents, and provide additional school-oriented recreational facilities and playing fields. The subject site is suitable for use, and redevelopment, as a charter school, and pre-school.

Staff's Response: The subject property is suitable for the expansion of school/daycare uses as requested. The proposed use is generally compatible with the scale and character of the neighborhood. The one area of concern regarding aesthetic compatibility is buffering and landscaping at the western property line, due to the proximity of single-family residences.

- (d) There are sites available in other areas currently zoned for such use.

Combined Response: Sites are not available in other areas currently zoned for such use.

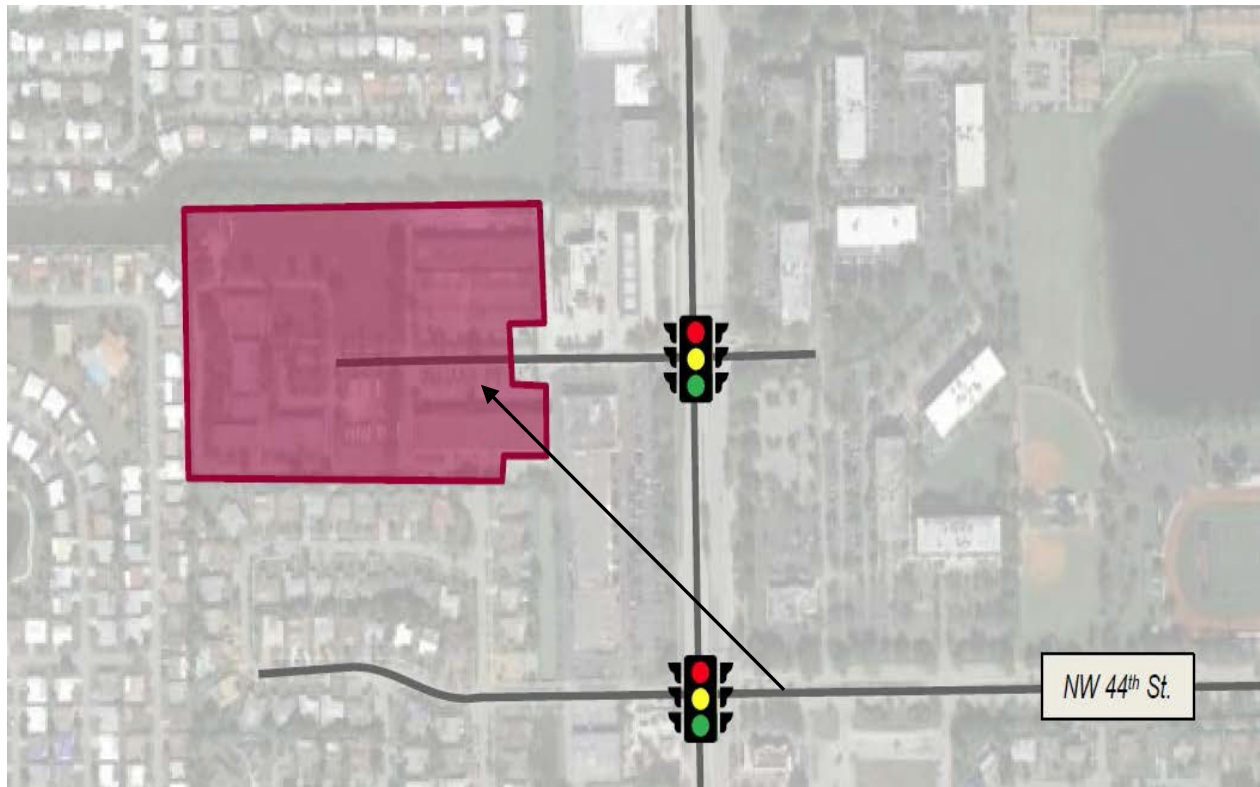
- (e) If applicable, the proposed change will contribute to redevelopment of an area in accordance with an approved redevelopment plan.

Combined Response: Yes, the proposed change will contribute to redevelopment as set forth in the CRA's Redevelopment Plan.

- (f) The proposed change would adversely affect traffic patterns or congestion.

Applicant's Response: While the redevelopment proposed does expand the school enrollment, according to Kimley-Horn and Associates, the proposed rezoning will not adversely affect traffic pattern or congestion. The addition of project traffic will not significantly impact any of the roadway links within the vicinity of the site. Additionally, the intersection of N SR7 and NW 46th Street will continue to operate at a LOS B or better during the AM and PM peak hours.

Staff's Response: According to the traffic study conducted by the Applicant's consultant, the proposed rezoning would not adversely affect the local street network. The proposed project is to increase the existing school capacity to a total of 1,600 students and the net change in trip generation potential is an increase of 1,644 net external daily trips. It should be noted that traffic counts and intersection turning movements were conducted on June 22, 2021 when school was out and during the COVID-19 pandemic; therefore, the findings may not be a true representation of current traffic conditions. Should significant adverse impacts associated with the proposal occur after buildout, the Applicant shall evaluate and mitigate accordingly.



Subject Site

- (g) The proposed change would adversely impact population density such that the demand for water, sewers, streets, recreational areas and facilities, and other public facilities and services would be adversely affected.

Combined Response: Included with this rezoning application are documents supporting how the request will meet concurrency requirements/impacts on public facilities. This proposed change will not have adversely affect demand for City utilities and/or facilities.

- (h) Whether the proposed change would have an adverse environmental impact on the vicinity.

Combined Response: The proposed change will not have an adverse environmental impact on the vicinity. An Environmental Assessment report has been provided with the application package.

- (i) Whether the proposed change would adversely affect the health, safety, and welfare of the neighborhood or the city as a whole.

Combined Response: The proposed change will not adversely affect the health, safety and welfare of the neighborhood or the city as a whole.

Staff's Conclusion: Staff finds that the rezoning application works in conjunction with the requests for a major site plan and plat note change approvals. Existing/proposed uses near or adjacent to the subject site will not likely be impacted directly or indirectly by the proposed rezoning. The Applicant also had a traffic study prepared by a traffic engineer that was reviewed and approved by the City Engineer's Office. The study addressed traffic counts to/from the project site and intersection turning movements.

Analysis of Public Facilities and Services

The net change in trip generation potential of the proposed school expansion is an increase of 1,644 net external daily trips. As shown in the traffic study, the future total 2026 peak hour intersection LOS and delay at N SR 7 and NW 46th Street meets the adopted Broward County LOS and delay standards.

Per Sec. 508 of the LDRs, the applicant has submitted a written statement demonstrating that the proposed use will conform to the level of service standards as required by Code.

As determined by DRC staff, the Applicant ~~will~~ shall be required to pay for its proportionate share of any necessary improvements on drainage and the shared access road to/from N SR 7, this means that the proposal, if approved, will be required to provide a sidewalk that measures between 5-6' wide with concrete pavers and edging, including drainage improvements.

Lauderdale Lakes has traditionally being underserved in regard to usable open space, parks and trails for existing and new residents, especially in this area of the City. Currently, there is not a park located near the subject site. Based upon the 2018 population projections from Broward County projecting 34,433 residents, the City's LOS for parks and open space would be 1.66 acres per thousand residents, if no changes occur. For the 2040 comprehensive plan long-range planning horizon, the projected 39,610 residents require 119 acres of public parks. The adopted LOS for the City is 3 acres per thousand population. As such, the City is still below of what is required to meet the adopted LOS for the current and proposed population. The proposed project should address the impact of the amendment by sharing use of sports/facilities/auditorium to meet the needs of the surrounding area, in accordance with pertinent School Board growth management policy.

Based on letters from the applicable utility providers, there is sufficient planned supply of potable water, sewer and related infrastructure to serve the proposed site. However, the City will incur new operational costs which will require City Services funded by tax revenues including without limitation the provision of police, emergency medical services and fire rescue services generated by the project, which the Owner and Developer are vital to the Project, the Property, and to the good and welfare of their employees, students and parents. Therefore, City staff believes that is fair and reasonable to contribute annually a sum of money to offset a portion of the costs of any municipal services that may be provided to the project.

VII. Staff Recommendations and Conclusions

Staff is recommending that the City Commission approve this rezoning contingent upon the following:

1. Approval of a Final Site Plan, pursuant to a Development Agreement in accordance with Section 1108.3 of the City's Land Development Regulations.
2. Prior to City Commission consideration, the Applicant shall agree to pay a proportionate fee/share of proposed expansion in lieu of taxes of \$15,000 payable October 1 for the next ten fiscal years following approval. The Applicant and City believe that it is fair and reasonable for the Applicant to contribute annually this sum of money intended to offset a portion of the costs of any municipal services which are funded by tax revenues that may be provided to the Property, and that this payment will serve the good and welfare of the owners, employees, students and parents of Central Charter School.
3. Developer shall acknowledge and agree to voluntarily contribute its fair share (not to exceed Twenty-Five percent (25%)) for design and construction of a Five (5) Foot sidewalk along the shared (easement) access road from/to North SR 7 ("Sidewalk Improvements"). The estimated cost for the design and construction of the Sidewalk Improvements is approximately Seventy Thousand and No/100 (\$70,000.00) Dollars as of June, 2022. Accordingly, Developer acknowledges and agrees that its contribution for the Side Improvements would be approximately Seventeen Thousand Five Hundred and No/100 (\$17,500.00) Dollars ("Developer's Sidewalk Improvement Contribution"). In the event the City, the Developer and the other adjacent property owners are unable to reach agreement concerning the Sidewalk Improvements within One Hundred Eighty (180) days from the date of Developer's execution of this Agreement, then Developer shall pay Developer's Sidewalk Improvement Contribution to the City and such payment shall be used by the City solely for the purposed of constructing the Sidewalk Improvements. Upon payment of Developer's Sidewalk Improvement Contribution, Developer shall have no further obligation to the City concerning such Sidewalk Improvements.

4. In consideration of Developer's intended development of the Property in accordance with Final Site Plan, the Parties' acknowledges Developer's prospective intent to expand the operation of its public charter school to accommodate a maximum buildout of One Thousand Six Hundred (1,600) students, grades K through 12 ("Buildout"). In the event of the occurrence of Developer's Buildout, which written notice of buildout ("Notice of Buildout") shall be provided by Developer to the City within ninety (90) days prior to Buildout, the Parties agree that the City may provide a written notice of material traffic impacts ("Notice of Material Traffic Impact") to Developer not later than 180 days after the actual Buildout date. In such event, Developer shall provide the City with Developer's updated traffic impact analysis report, within One Hundred Eighty (180) days of receipt of the Notice of Material Traffic Impact and shall within ninety (90) days mitigate such traffic impacts in accordance with Developer's updated traffic impact analysis report. Such mitigation may include, but is not limited to signage, traffic signalization at N SR 7 and NW 46th Street, and traffic patrol. Nothing herein shall be construed to exempt Developer from complying with the LDRs, and all other applicable rules, regulations, codes and laws in effecting or employing any mitigation plans.
5. Developer agrees and will cooperate, in good faith, with the City to share the use of Developer's sports and recreational facilities, as stated in Article IX, Section 9 of the Third Amended and Restated Interlocal Agreement for Public School Facility Planning and allow at least six (6) official City sponsored athletic league tournaments on its exterior recreational areas. The City shall provide security, and indemnify the School for such activities, however nothing herein is intended or shall be construed to as a waiver of its sovereign immunity, nor the City's consent to be sued by any third parties in any matters arising out of such activities. Advance notice shall be provided by City to School. In the event of a conflict of scheduling, the School event shall take priority;
6. Pursuant to LDR 508.15 (Drainage) and as determined by the Director of Engineering/City Engineer, the Developer shall require a duly licensed engineer to prepare the drainage report including analysis and calculations necessary to (a) assess the existing conditions within the access easement and (b) determine if any

off-site drainage improvements are required per South Florida Water Management District (SFWMD) standards/regulations ("Report"). Applicant shall design and construct any necessary on-site drainage improvements within One Hundred Eighty (180) days from the receipt of the Report and shall eliminate the need for any off-site drainage improvements.

7. Developer shall submit letters from all utility companies stating "no objection" to or having enough capacity to serve the proposed development.

VIII. Planning and Zoning Board Action & Recommendation(s):

At its December 7, 2021 special meeting, the Planning & Zoning Board made a motion to continue the meeting to the next regular meeting to allow resolution on the conditions of approval of this rezoning, as proposed by staff.

At the January 27, 2022 Planning & Zoning Board meeting, a favorable recommendation (Motion carried 4-0) was forwarded to the City Commission. Board member Janet Thompson made a motion, seconded by Odessa Bennett to recommend approval provided the City (staff and City Commission) further examine recommendations 3 & 6, as stated above, to ensure adequacy of the development conditions of approval and compliance with applicable state legislature.

In addition, the Applicant acknowledged and agreed to voluntarily contribute ¼ or 25% for the design and construction of a 5' sidewalk along the shared access road from/to North SR 7.

IX. Attachments/Exhibits:

- A. Location Map
- B. Future Land Use and Zoning Map
- C. Applicant's Documentation

EXHIBIT A Location Map

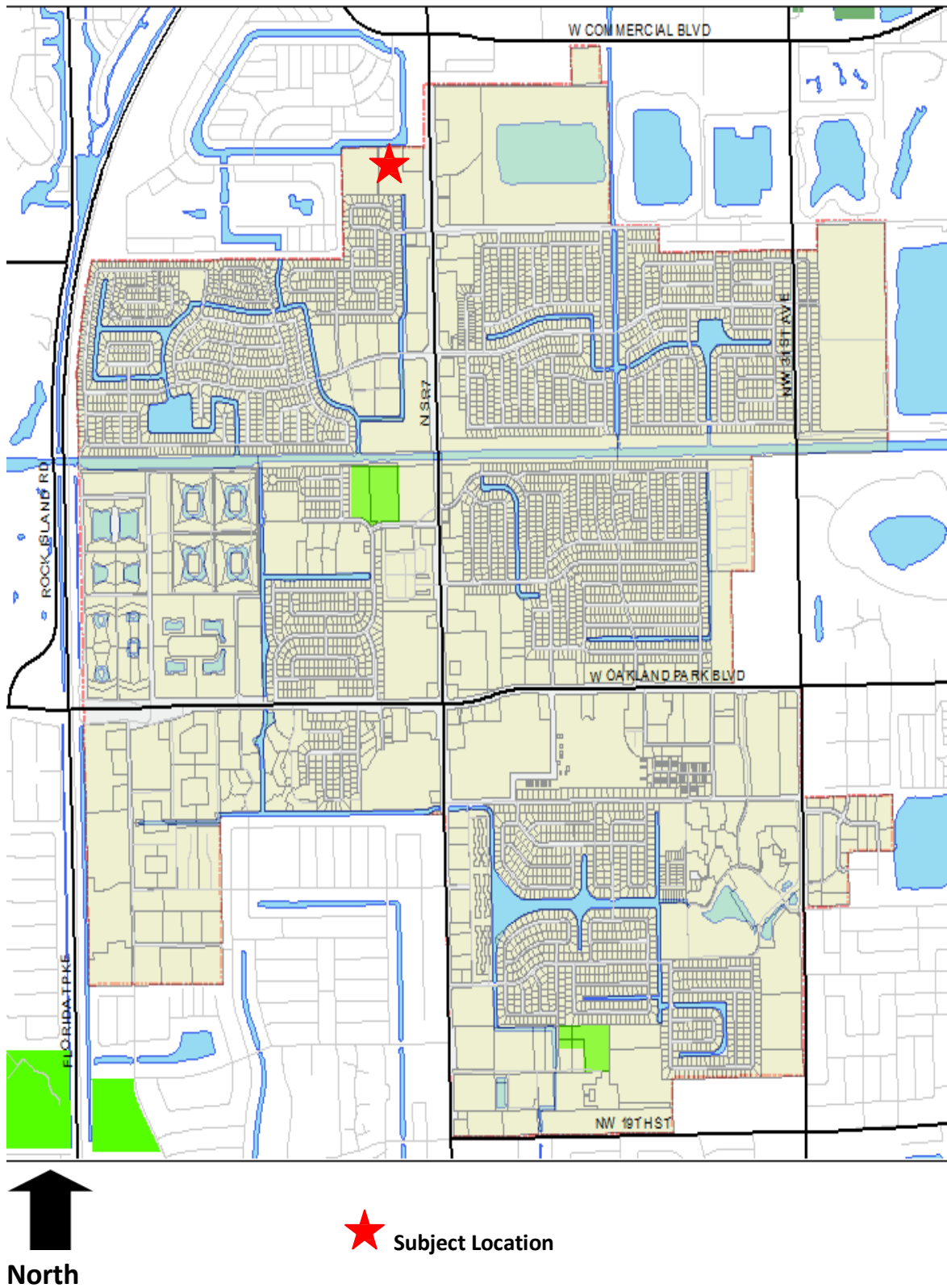
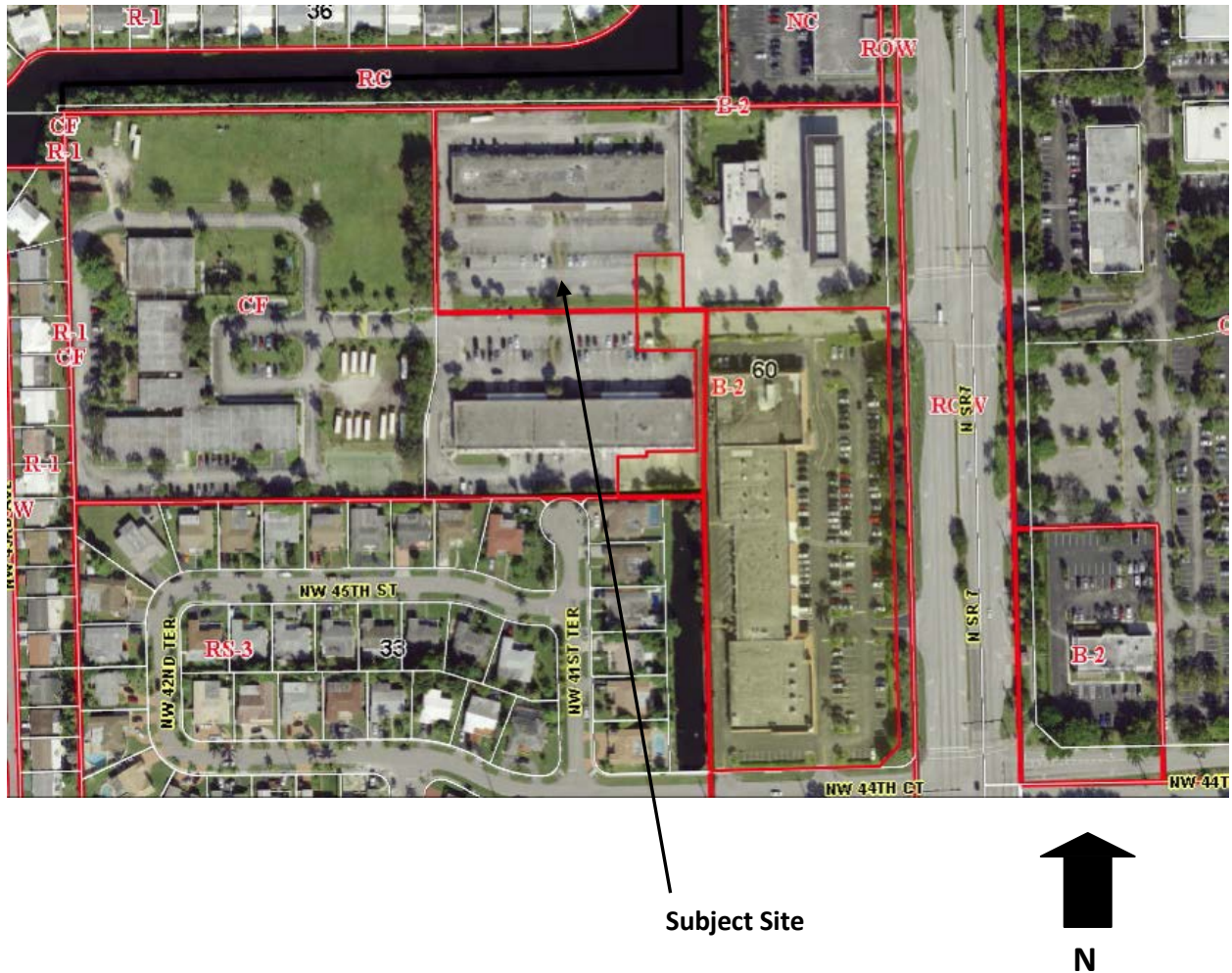


EXHIBIT B Land Use and Zoning Map




	Land Use and Zoning Map
Application No. 03-RZ-21 Central Charter K-8 School	Development Services Department 11/22/2021

EXHIBIT C
Applicant's Documentation

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: No

Contract Requirement: No

Title

RESOLUTION 2022-068 APPROVING, WITH CONDITIONS, APPLICATION NO. 03-VA-21, DATED MAY 5, 2021, SUBMITTED TO THE CITY OF LAUDERDALE LAKES BY KIMLEY-HORN & ASSOCIATES AS AGENT FOR AND ON BEHALF OF ASSISTANCE UNLIMITED, INC., REQUESTING VARIANCES FROM CHAPTER 10 OF THE CITY OF LAUDERDALE LAKES LAND DEVELOPMENT REGULATIONS
--

Summary

This resolution serves to approve (4) Variances from Chapter 10 section 1001.9 (c) perimeter landscaping of the City's LDRs.
--

Staff Recommendation

Background:

Staff recommends approval with conditions based upon the findings and analysis shown within the report.

Funding Source:

N/A

Fiscal Impact:

N/A

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

Meeting Date: 6/28/2022

ATTACHMENTS:

Description	Type
❑ Resolution 2022-068 Variance (App# 03-VA-21)	Resolution
❑ Exhibit A - Variance Application	Exhibit
❑ Central Charter - Variance Interoffice Memorandum	Backup Material

RESOLUTION 2022-068

A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA APPROVING, WITH CONDITIONS, APPLICATION NO. 03-VA-21, DATED MAY 5, 2021, SUBMITTED TO THE CITY OF LAUDERDALE LAKES BY KIMLEY-HORN & ASSOCIATES AS AGENT FOR AND ON BEHALF OF ASSISTANCE UNLIMITED, INC., REQUESTING VARIANCES FROM SUBSECTION 1001.9(C) OF CHAPTER 10 OF THE CITY OF LAUDERDALE LAKES LAND DEVELOPMENT REGULATIONS, TO REDUCE REQUIRED "PERIMETER LANDSCAPING" BUFFERS FROM THE REQUIRED TEN (10) FEET TO ZERO (0) FEET BUFFER ALONG THE NORTHEAST SIDE OF THE PROPERTY (AN EXISTING CONDITION); (2) REDUCTION FROM TEN (10) FEET TO ZERO (0) FEET BUFFER ALONG THE SOUTHEAST SIDE OF THE PROPERTY (AN EXISTING CONDITION); (3) REDUCTION FROM TEN (10) FEET TO FIVE FEET FOUR INCHES (5.4) BUFFER ALONG THE SOUTH SIDE OF THE PROPERTY; AND (4) REDUCTION FROM TEN (10) FEET TO THREE FEET FOUR INCHES (3.4) BUFFER ALONG THE WEST SIDE OF THE PROPERTY; TO FACILITATE THE EXPANSION AND REDEVELOPMENT OF THE EXISTING K-8 CHARTER SCHOOL AND CHILD CARE CENTER COMMONLY KNOWN AS CENTRAL CHARTER SCHOOL; PROVIDING FOR THE ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Assistance Unlimited, Inc. ("Applicant") is the owner of that certain developed land located at 4487-4695 North State Road 7 and 4645 North State Road 7 ("Property") within the City of Lauderdale Lakes ("City"). The Property is currently zoned B-2 (Community Business) District and Community Facilities (CF) District;

WHEREAS, the Applicant, through its agent, Kimley Horn & Associates ("Site Planner"), submitted Application No. 03-VA-21 ("Application") to the City seeking variance approval from subsections 1001.9(c) (Perimeter Landscaping) of Chapter 10 of the City Land Development Regulations ("LDRs") in connection with the proposed redevelopment and expansion of the charter school and daycare center on the Property;

WHEREAS, Section 1001.9(c) of the LDRs provides:

(c) All non-residential districts developments, the following landscaping along the perimeters of the development not covered by building structures shall be provided:

(1) The landscaping shall include two trees for each 40 lineal feet or fraction thereof. A minimum of one of these trees shall be a shade tree. Shade trees shall be planted no further apart than 60-foot intervals and no closer than 15 feet apart. Palms utilized to meet portions of this requirement shall be planted in groups of three unless a specimen palm is planted and can be planted no closer than 100 feet apart. The trees shall be located along the perimeters of the development not covered by building structures.

(2) In addition, a hedge, wall or other durable landscape barrier of at least four feet in height shall be placed along the interior perimeter of the landscape strip. If the durable barrier is of non-living material, for each five feet thereof, one shrub or vine shall be planted along the street side of the barrier. Walls shall have a continuous hedge on the exterior side of the wall. Both wall and hedge shall be within the property limits.

(3) The remainder of the required landscaped areas shall be landscaped with grass, ground cover or other landscape treatment except paving.

(4) These provisions shall not be applicable where the development abuts an existing landscape strip containing the required hedges and trees of the subsection or when zero side yard setbacks are utilized.

WHEREAS, the Applicant seeks the following variances from Subsection 1001.9(c) (Perimeter Landscaping): (1) reduction from Ten (10) feet to Zero (0) feet buffer along the northeast side of the Property (an existing condition); (2) reduction from Ten (10) feet to Zero (0) feet buffer along the southeast side of the Property (an existing condition); (3) reduction from Ten (10) feet to Five Feet Four Inches (5.4) buffer along the south side of the Property; and (4) reduction from Ten (10) feet to Three Feet Four Inches (3.4) buffer along the west side of the Property;

WHEREAS, the City's Development Service Department has reviewed the Application and compiled a written Interoffice Memorandum ("Memorandum"), to be discussed at the City

Commission Meeting to be held on June 28, 2022, as revised, summarizing the facts of the Applicant's request including all relevant documents and transmitted such Memorandum and Application to the Planning and Zoning Board ("Board");

WHEREAS, at its December 7, 2021 Special Meeting, the Board tabled the Memorandum and Application for further consideration at the next meeting. At its January 27, 2022 Regular Meeting, the Board unanimously provided a favorable recommendation for the Application and Memorandum with conditions to be forwarded to the City Commission;

WHEREAS, at its February 22, 2022 Regular Meeting, the City Commission tabled the Memorandum and Application for further consideration at the next meeting;

WHEREAS, in addition to the Application, Applicant also has the following applications for the Property which are co-pending and being considered by the City Commission concurrently: (1) Application No. 3-RZ-21 Rezoning from B2 to CF District, (2) Application No. 04-SP-21 for Major Site Plan Revision Approval, and (3) Application No. 03-PL-21 requesting a statement of no-objection to Broward County in connection with Applicant's request to amend the note on the face of the plat known as "Oakland Commercial Properties North" (collectively, the "Development Applications");

WHEREAS, based on the assessment and findings contained within this report, City Staff is recommending that the City Commission approve the Application subject to the following conditions:

(1) Concurrent approval by the City Commission of the Development Applications, including all such conditions as may be applicable to each respective application;

(2) Specifically delineate/represent tract A-2 and tract A-3 on a new survey/sketch of description for "Oakland Commercial Properties North" plat;

1 (3) Approval of that certain Final Site Plan prepare by Joshua D. Horning, P.E. of Kimley
2 Horn and Associates, under Project 140553000, dated December 3, 2021 (including Sheet
3 Numbers C0.00 through C1.02) (Exhibit B of Resolution 2022-069) and execution by
4 Applicant of that certain Development Agreement (Exhibit C of Resolution 2022-069) in
5 accordance with Section 1108.3 of the City's Land Development Regulations;
6

7 (4) Applicant's agreement to pay a proportionate fee/share of proposed expansion in lieu
8 of taxes in an amount not to exceed Fifteen Thousand and No/100 (\$15,000.00) Dollars
9 payable on or before October 1 for the next ten (10) consecutive fiscal years following
10 approval by the City of the Development Applications. Applicant and City deem
11 Applicant's annual contribution to be a fair and reasonable offset to a portion of the total
12 costs of municipal services, which are funded by tax revenues, to be provided to the
13 Property, and further such annual contribution will serve the best interest and welfare of
14 the owners, employees, students and parents of the Central Charter School;
15

16 (5) Applicant shall acknowledge and agree to voluntarily contribute their fair share (not
17 to exceed Twenty-Five percent (25%)) for design and construction of a Five (5) Foot
18 sidewalk along the shared (easement) access road from/to North SR 7. The estimated cost
19 for the design and construction of the sidewalk is approximately Seventy Thousand and
20 No/100 (\$70,000.00) Dollars as of June, 2022; accordingly, Applicant acknowledges that
21 its estimated contribution would be approximately Seventeen Thousand Five Hundred
22 and No/100 (\$17,500.00) Dollars. In the event the City, the Applicant and the other
23 adjacent property owners fail to come to an agreement on moving forward with the
24 design and construction of the sidewalk within One Hundred Eighty (180) days from the
25 date of approval of this Application by the City Commission, this condition shall be null
26 and void;
27

28 (6) In conjunction with the Site Plan's proposed school expansion to One Thousand Six
29 Hundred (1,600) students at buildout, should the City notify the Applicant within One
30 Hundred Eighty (180) days of significant adverse traffic impacts after buildout, the
31 Applicant shall provide the City with an updated traffic impact analysis report, within One
32 Hundred Eighty (180) days of receiving notice from the City, and shall within ninety (90)
33 days mitigate such traffic impacts in accordance with the updated traffic impact analysis
34 report. Such mitigation may include, but is not limited to signage, traffic signalization at
35 N SR 7 and NW 46th Street, and traffic patrol;
36

37 (7) Applicant shall agree and cooperate with the City to share the use of Applicant's sports
38 and recreational facilities, as stated in Article IX, Section 9 of the Third Amended and
39 Restated Interlocal Agreement for Public School Facility Planning and allow at least six (6)
40 official City sponsored athletic league tournaments on its exterior recreational areas. The
41 City shall provide security, and indemnify the School for such activities, however nothing
42 herein is intended or shall be construed to as a waiver of its sovereign immunity, nor the
43 City's consent to be sued by any third parties in any matters arising out of such activities.

1 Advance notice shall be provided by City to School. In the event of a conflict of scheduling,
2 the School event shall take priority;

3
4 (8) Pursuant to LDR 508.15 (Drainage) and as determined by the Director of
5 Engineering/City Engineer, the Applicant shall require a duly licensed engineer to prepare
6 the drainage report including analysis and calculations necessary to (a) assess the existing
7 conditions within the access easement and (b) determine if any off-site drainage
8 improvements are required per South Florida Water Management District (SFWMD)
9 standards/regulations ("Report"). Applicant shall design and construct any necessary on-
10 site drainage improvements within One Hundred Eighty (180) days from the receipt of the
11 Report and shall eliminate the need for any off-site drainage improvements; and

12
13 (9) Developer shall submit letters from all utility companies to the City confirming that
14 each respective utility company either has "no objection" to or has sufficient capacity to
15 serve the Applicant's Project.

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

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

21 SECTION 2. FINDINGS: The City Commission hereby finds, upon review of the
22 Memorandum and Application, the general purpose and standards set forth in this section for
23 the granting of variances, staff reports, and any oral and written comments received before or at
24 the public hearing, that the Applicant, Assistance Unlimited, Inc. has established by competent
25 and substantial evidence that Application No. 03-VA-21 meets all of the following standards of
26 review:

27 (a) The particular physical surroundings, shape, topographical condition, or other physical
28 or environmental condition of the specific property involved would result in a particular
29 hardship upon the owner, as distinguished from a mere inconvenience, if the regulations
30 were carried out literally.

1 (b) The conditions upon which the request for a variance is based are unique to the parcel
2 and would not be generally applicable to other property within the vicinity.

3 (c) The alleged difficulty or hardship is not economic and has not been deliberately
4 created to establish a use or structure which is not otherwise consistent with the LDRs,
5 and the applicant has not come to the condition, but it has been cast upon the applicant.

6 (d) The granting of the variance will not be detrimental to the public welfare or injurious
7 to other property or improvements in the vicinity.

8 (e) The proposed variance will not substantially increase the congestion in the public
9 streets, or increase the danger of fire, or endanger the public safety, or substantially
10 diminish or impair property values within the vicinity.

11 SECTION 3. APPROVAL: Based upon the findings set forth in Section 2, the City
12 Commission hereby approves, with conditions, Application No. 03-VA-21, namely the Application
13 is granted as to the requested (1) reduction from ten (10) feet to zero (0) feet buffer along the
14 northeast side of the Property (an existing condition); (2) reduction from ten (10) feet to zero (0)
15 feet buffer along the southeast side of the Property (an existing condition); (3) reduction from
16 ten (10) feet to Five Feet Four Inches (5.4) buffer along the south side of the Property; and (4)
17 reduction from Ten (10) feet to Three Feet Four Inches (3.4) buffer along the west side of the
18 Property located at 4487-4695 North State Road 7 and 4645 North State Road 7, as is legally
19 described in attached Exhibit A (collectively, the "Variance"). The City Commission's approval of
20 the Application is subject to Applicant's compliance with the City's Codes and Ordinances, the
21 specific conditions enumerated and set forth on pages 3 through 5 of this Resolution, and such

1 other conditions imposed by the City Commission during the public hearings wherein this
2 Application was considered.

3 SECTION 4. The issuance of this Variance approval by the City does not create any right
4 on the part of the Applicant to obtain a permit from a state or federal agency and does not create
5 any liability on the part of the City for issuance of the permit if the Applicant fails to obtain
6 requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes
7 actions that result in a violation of state or federal law. All other applicable local state or federal
8 permits must be obtained before commencement of the development.

9 SECTION 5. INSTRUCTIONS TO THE CITY CLERK: The City Clerk and other appropriate
10 City Officials are hereby authorized to take any and all action necessary to effectuate the intent
11 of this Resolution.

12
13 [REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]
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23

SECTION 6. EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

ADOPTED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES AT ITS REGULAR MEETING HELD JUNE 28, 2022.

HAZELLE ROGERS, MAYOR

ATTEST:

VENICE HOWARD, CMC, CITY CLERK

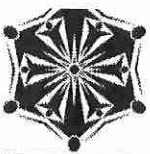
Approved as to form and legality
for the use of and reliance by the
City of Lauderdale Lakes only:

Sidney C. Calloway, City Attorney

Sponsored by: Tanya Davis-Hernandez, Director of Development Services

VOTE:

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



LAND DEVELOPMENT APPLICATION FORM

This application must be completed in full and submitted with the appropriate Affidavit and/or Disclosure Forms. If owner of the property is not the applicant and will not be present at the hearing, the Owner Affidavit and/or Power of Attorney must be completed and signed by the property owner. In addition, if the property owner is a Corporation, Partnership, Limited Partnership, or Trustee, a separate Disclosure of Interest Form must be completed. Refer to the "Submittal Checklist" and "Application Instructions" to determine the supplemental documentation required for each application. Applications are not automatically scheduled for a particular meeting date. Prior to processing applications, staff must determine completeness. All applicants must have a pre-application conference with staff, prior to filing application(s). **PLEASE DATE THIS APPLICATION.**

TYPE OF APPLICATION

(Complete one application for each request)

Date 2/12/2021

- | | |
|---|--|
| <input checked="" type="checkbox"/> Rezoning | <input checked="" type="checkbox"/> Site Plan Approval |
| <input type="checkbox"/> Land Use Plan Amendment | <input type="checkbox"/> Appeal of Administrative Interpretation |
| <input type="checkbox"/> Text Amendment to Modify Zoning Code | <input checked="" type="checkbox"/> Variance |
| <input type="checkbox"/> Conditional Use | |
| <input type="checkbox"/> Right-of-Way Vacation | |
| <input type="checkbox"/> Platting or Replatting of a Subdivision,
or a Portion Thereof | |
| <input checked="" type="checkbox"/> Other <u>Delegation Request</u> | |

PLEASE PRINT OR TYPE

Name of Owner:	ASSISTANCE UNLIMITED INC.		
Mailing Address: 4515 N STATE ROAD 7 LAUDERDALE LAKES, FLORIDA 33319			
Business Telephone:	N/A	Home:	N/A
		Fax:	N/A
Name of Applicant (if different from owner):			
I am the (check one): <input type="checkbox"/> Attorney Representing Owner <input type="checkbox"/> Prospective Purchaser <input type="checkbox"/> Contractor and/or Architect <input type="checkbox"/> Representative/Agent <input type="checkbox"/> Tenant			
Mailing Address:			
Business Telephone:		Home:	
		Fax:	
Name of Representative (if different from owner and Applicant):		MARK RICKARDS, AICP, KIMLEY-HORN & ASSOCIATES, INC.	
I am the (check one): <input type="checkbox"/> Attorney Representing Owner/Applicant <input type="checkbox"/> Contractor and/or Architect <input checked="" type="checkbox"/> Other (please specify) REPRESENTATIVE/AGENT			
Mailing Address: 1615 S CONGRESS AVENUE, SUITE 201, DELRAY BEACH, FL 33445			
Business Telephone:	561-404-7244	Home:	N/A
		Fax:	N/A

Location of Subject Property: 4487-4695 N. STATE ROAD 7 AND 4645 N. STATE ROAD 7

Property Size: *PLEASE SEE PROPERTY APPRAISER SHEETS ATTACHED.

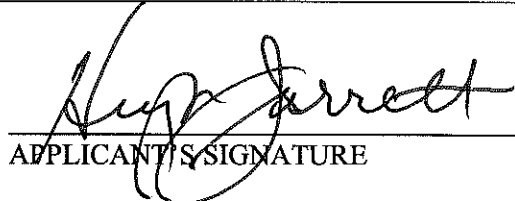
Present Zoning: B-2 COMMUNITY BUSINESS DISTRICT

Present Land Use Designation: 72- PRIVATE SCHOOLS AND COLLEGES

Folio Number: 4941 13 21 0011 AND 4941 13 21 0014

Full Legal Description (attach additional sheets, if necessary): * PLEASE SEE PROPERTY APPRAISER SHEETS ATTACHED.


Brief Description of Request




APPLICANT'S SIGNATURE

IF THE APPLICANT IS THE PROPERTY OWNER, PLEASE COMPLETE AND SIGN BELOW:

I, being duly sworn, depose and say that I am the owner of the described real property. I acknowledge that I am subject to penalties of law, including the laws on perjury, and to possible revocation of any approvals for any false or misleading statements provided in the subject Application.



PROPERTY OWNER'S SIGNATURE



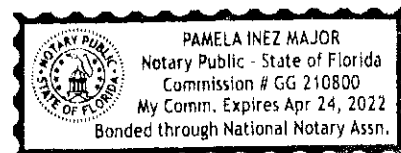
PROPERTY OWNER (PRINT NAME)

Sworn to and subscribed before me this 11th
day of March, 2021



NOTARY PUBLIC, STATE OF FLORIDA

My commission expires: April 24, 2022



DEVELOPMENT APPLICATION OWNER CERTIFICATION

(Please complete all that apply)

For use when petitioner is the Owner of subject property:

This is to certify that I am the owner of the subject lands described in the above application. I understand that I am responsible for complying with all application requirements prior to this petition being scheduled for any public hearing. I also understand that it is my responsibility to comply with the City's requirements regarding quasi-judicial proceedings. This further certifies that I have read this petition and the statements contained herein are true and correct.

Hugh Jarrett
Print name of Petitioner

[Signature]
Signature of Petitioner

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was Sworn to and Subscribed before me this 10th of March, 2021, by Hugh Jarrett, who is personally known to me or who has produced _____ as identification.

Pamela Inez Major
Printed Name of Notary Public

[Signature]
Signature of Notary Public

My Commission Expires: April 24, 2022



For use when petitioner is NOT the Owner of the Subject Property:

This is to certify that I am the owner of subject lands described in the above petition. I have authorized _____ to make and file the aforesaid petition. This further certifies that I have read this petition and the statements contained herein are true and correct.

Print name of Petitioner

Signature of Petitioner

STATE OF _____

COUNTY OF _____

The foregoing instrument was Sworn to and Subscribed before me this _____ of _____, 20____, by _____, who is personally known to me or who has produced _____ as identification.

Printed Name of Notary Public

Signature of Notary Public

My Commission Expires: _____

Tenant or Owner Affidavit

I, _____ being first duly sworn, depose and say that I am the owner/tenant of the property described and which is the subject matter of the proposed hearing; that all the answers to the questions in this application, and all sketch data and other supplementary matter attached and made part of the application are honest and true. I understand this application must be completed and accurate before a hearing can be advertised. In the event that I or any one appearing on my behalf is found to have made a material misrepresentation, either oral or written regarding this application, I understand that any development action may be voidable at the option of the City.

Print Name

Signature

STATE OF _____

COUNTY OF _____

The foregoing instrument was Sworn to and Subscribed before me this _____ of _____, 200__, by _____, who is personally known to me or who has produced _____ as identification.

Printed Name of Notary Public

Signature of Notary Public

My Commission Expires:

Attorney Affidavit

I, _____, being first duly sworn, depose and say that I am a State of Florida Attorney at Law, and I am the Attorney for the Owner/Applicant of the property described and which is the subject matter of the proposed hearing, that all the answers to the questions in this application, and all sketch data and other supplementary matter attached to and made a part of this application are honest and true. I understand this application must be complete and accurate before a hearing can be advertised. In the event that I or any one appearing on my behalf is found to have made a material misrepresentation, either oral or written, regarding this application, I understand that any development action may be voidable at the option of the City.

Print name of Petitioner

Signature of Petitioner

STATE OF _____

COUNTY OF _____

The foregoing instrument was Sworn to and Subscribed before me this _____ of _____, 200__, by _____, who is personally known to me or who has produced _____ as identification.

Printed Name of Notary Public

Signature of Notary Public

My Commission Expires:

Corporation Affidavit

I/We, _____ being first duly sworn, depose and say that I/we am the President/Vice President, and Secretary of the aforesaid corporation, and as such, have been authorized by the corporation to file this application for public hearing; that all answers to the questions in said application and all sketches, data and other supplementary matter attached to and made a part of this application are honest and true; that said corporation is the owner/tenant of the property described herein and which is the subject matter of the proposed hearing. We understand that this application must be complete and accurate before a hearing can be advertised. In the event that I or any one appearing on our behalf is found to have made a material misrepresentation, either oral or written, regarding this application, I understand that any development action may be voidable at the option of the City.

Print Name

Signature

June 4, 2021 (revised)

Fernando Leiva; AICP
City of Lauderdale Lakes Planning and Zoning Department
3521 NW 43rd Avenue
Lauderdale Lakes, FL 33319
Phone: 954-535-2495

NOTE: This application includes four requests (Site Plan/Rezoning/Variance/Delegation); this justification statement has been separated to specifically address the Variance application, with separate letters addressing each of the other requests, please refer to those as well for the full picture of this redevelopment application.

**RE: Central Charter School – Variance Request
Justification Statement / Letter of Intent**

Dear Fernando;

On behalf of the Owner and Petitioner, please find attached our formal request for the review of a modified site plan showing the expansion of the existing charter school at 4487 and 4645 North State Road 7, approximately ¼ mile south of the intersection of Commercial Boulevard and State Road 7/441. The subject property is shown below for reference and is currently zoned CF (Community Facilities) in part and B-2 (Community Business) in part.



The request is in four parts, but this letter specifically address the variance requests, please refer to the additional letters as needed for reference or additional information:

- Variance requests (4) to incorporate existing landscape buffers into the project, which do not meet current code requirements for perimeter buffer widths.
- (see separate justification letter) Change of Zoning District for the portion of the project site zoned B-2, such that the entire campus will be zoned CF.
- (see separate justification letter) Revised Final Site Plan (Charter School and Daycare Redevelopment)
- (see separate justification letter) Delegation Request (Plat Note Amendment)

PROPERTY HISTORY AND SITE CHARACTERISTICS

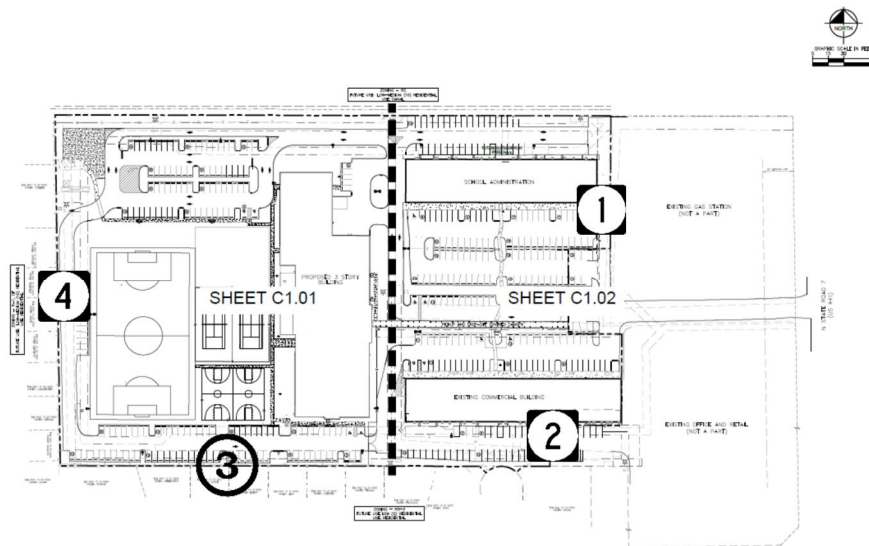
The subject property currently supports a charter school, with two outbuildings which will be incorporated into the school functions. Central Charter School was the second charter school to open in Broward County, opening its doors in August 1997 with an initial enrollment of 159 students in grades K-6th. The Mission stated:

"Central Charter School provides an enriched innovative educational program focusing on reading, writing, mathematics, and language arts for at-risk students in the Broward County School District. The curriculum shall emphasize proper manners and behavior in an environment that is positive and safe. It shall further emphasize high expectation for success of all students enrolled. Finally, the curriculum shall provide opportunities to enhance parenting skills for the parents of students enrolled at Central Charter School."

In May of 2013, seventh grade was added, and overall, enrollment once again increased. from approximately 800 to approximately 1,200 students. Furthermore, the instructional staff grew to 65 teachers. Today, Central Charter School is a K-8 (Kindergarten through the Eighth Grade) Center. It has become an essential organization in the community, and they continue to be committed to the path of excellence in education, impacting the local and global communities positively. The redevelopment would allow the school to expand to 1,200 students (remaining a K-8 school), to continue to provide the highest educational opportunities for the neighborhood and community.

STANDARDS FOR VARIANCES

The proposed site plan includes the incorporation of several site conditions, which result in requests for variances associated with perimeter landscape buffering required in Chapter 10 of the Land Development Code. As shown below, the areas for this relief are shown for reference, the justification for these requests are provided below, as they are related.



Variance Table			
Request #	Land Development Code	Required	Provided
1	1001.9 (c) Perimeter Landscaping	10' buffer (northeast buffer)	0' (existing condition)
2	1001.9 (c) Perimeter Landscaping	10' buffer (southeast buffer)	0' (existing condition)
3	1001.9 (c) Perimeter Landscaping	10' buffer (south buffer)	5.4'
4	1001.9 (c) Perimeter Landscaping	10' buffer (west buffer)	3.4'

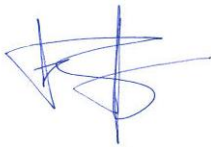
Variance Criteria Responses:

- (a) The particular physical surroundings, shape, topographical condition, or other physical or environmental condition of the specific property involved would result in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the regulations were carried out literally. **The subject property has evolved over time, relative to the commercial and community facility elements of the properties originally platted as Oakland Commercial Properties, with a parcel line delineated to provide the commercial development to the southeast with enough parking, and the shared drive aisle between the existing buildings and the Racetrac development, as well as the existing fence and walls on the west and south, and existing parking and curbing to remain. The unique nature of the subject site as an existing charter school seeking to redevelop while remaining in service for existing students creates a need to preserve these existing conditions as part of the urban infill development plan.**
- (b) The conditions upon which the request for a variance is based are unique to the parcel and would not be generally applicable to other property within the vicinity. **The current conditions prompting the variance are unique, in that the property line between the project and the Racetrac property is an existing condition could only be remedied by demolishing an existing building to re-route the shared drive aisle, which would also be the case for variance request #2, a shared property line that functions a two way drive aisle. For Variance request 3 and 4, the existing wall and fence combination provide a mature level of buffering that can remain in place to facilitate interior circulation and parking functionality.**
- (c) The alleged difficulty or hardship is not economic and has not been deliberately created to establish a use or structure which is not otherwise consistent with the LDR, and the applicant has not come to the condition, but it has been cast upon the applicant. **The difficulty outlined above is not self-created in that the adjacent properties have developed over time, with property lines on the east portion of the site that do not follow the development patterns of curbs and drive aisles in a natural fashion. In the case of the south and west sides, existing non-conforming buffers remaining in place, although requiring a variance, are requested to remain as constructed; to facilitate the existing school function as well as proposed redevelopment and improved vehicular circulation within the project site.**
- (d) The granting of the variance will not be detrimental to the public welfare or injurious to other property or improvements in the vicinity. **Granting the proposed variances would not be detrimental to the public welfare, or injurious to property or improvements, the variances as requested demonstrate the preservation of existing drive aisles and existing buffering of the project.**

- (e) The proposed variance will not substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the vicinity. **The proposed project improves the internal queuing and vehicular circulation in a manner that focuses on the safety of the school children, as well as improved fire truck circulation and emergency vehicle access. The existing of a robust and expanded charter school in the area is a positive element that weighs into discussions of property value and increased options for education to the surrounding neighborhoods and communities.**

In closing, we appreciate your review and consideration of this request, please feel free to reach out via phone at (561) 404-7244 or via email, Mark.Rickards@kimley-horn.com, with any questions or concerns.

Best Regards;



Mark Rickards, AICP

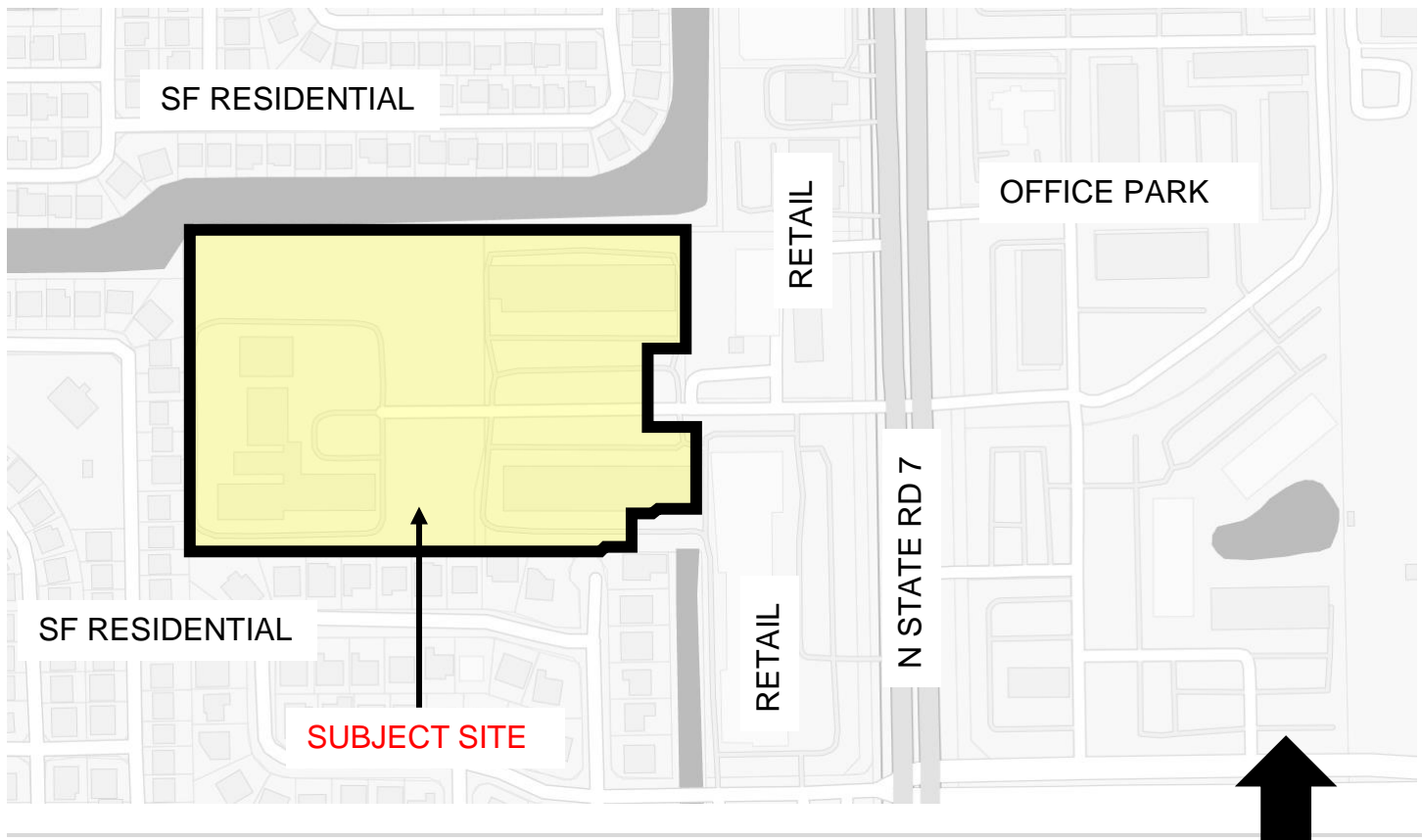


Interoffice Memorandum to the City Commission June 28, 2022

App No.
03-VA-21

TO:	Phil Alleyne, City Manager	REVIEW TIMELINE:	
		Dates	Boards
THRU:	Tanya Davis-Hernandez, AICP Development Services Director Fernando Leiva, AICP Assoc. AIA, Principal Planner	May 05, 2021	Application Received
		August 10, 2021	Development Review Committee (1 st)
		September 29, 2021	Development Review Committee (2 nd)
		December 07, 2021	Planning & Zoning Board (Tabled)
		January 27, 2022	Planning & Zoning Board (Continued)
		February 22, 2022	City Commission Regular Meeting (Tabled)
		June 28, 2022	City Commission Regular Meeting (Pending)
FROM:	Stephen Smith Planner II		

RE: Central Charter School



LOCATION MAP

I. PROJECT DESCRIPTION

<u>Project Name:</u> Central Charter School	<u>Project Location:</u> 4487-4695 N State Rd 7 and 4645 N State Rd 7 Parcel ID: 494113210011; 494113210014	<u>Staff Recommendation:</u> Staff recommends approval of this application with conditions based upon the findings, analysis and recommendations shown within this report.
<u>Project Applicant:</u> Assistance Unlimited, Inc.	<u>Requested Action: 03-VA-21</u> Requesting Variance approvals (4) from subsections 1001.9(c) of Chapter 10 of the Land Development Regulations to reduce required “Perimeter Landscaping” buffers from 10 ‘ to 0’ (1) & (2), and from 10’ to 5’-4” (3) and 3’-4”(4) to facilitate the expansion of the existing K-8 Charter School and Daycare.	
<u>Project Petitioner:</u> Kimley-Horn & Assoc.		
<u>Project Planner:</u> Stephen Smith, Planner II		

II. SITE DATA

Existing	
Use:	Charter School
Zoning:	Community Facility (CF) and Community Business (B-2) District
County Land Use	Commerce
Acreage	+/- 11.44 acres (498,415 S.F.)
Proposed	
Use:	+/- 110,000 sq. ft. School Facility
Zoning	Community Facility
Land Use	To remain the same (Commerce)

III. PROJECT OVERVIEW

REQUEST:

The "Petitioner", Kimley Horn & Assoc., on behalf of the Property Owner/Applicant, is requesting for variance approvals from Chapter 10- Landscaping Requirements to allow for deviations to perimeter landscape buffering. Below is a summary of each requested variance against the existing zoning regulations:

Proposed Variances				
Variance	Code Section	Code Requirements	Proposed	Deviation
V1	1001.9 (c) Perimeter Landscaping	10' buffer	0' (existing condition)	10' – 0"
V2			0' (existing condition)	10' – 0"
V3			5.4'	4' – 8"
V4			3.4'	6' – 8"

The figure below illustrates the location of the variance requests:

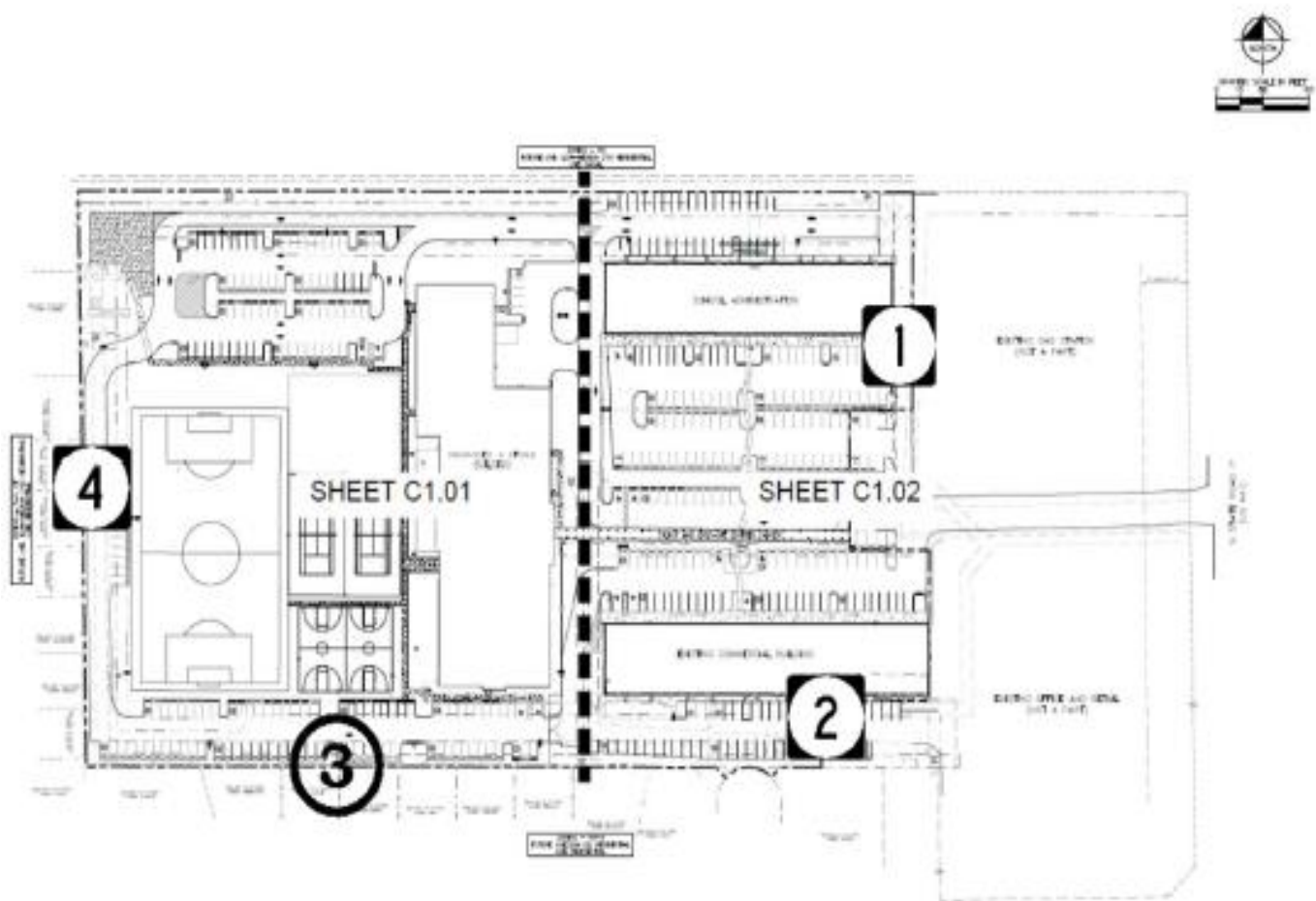


FIGURE 1

In conjunction with this application, the Applicant has also applied for: An Amendment to the Official Zoning Map (Rezone) (03-RZ-21) and a Major Site Plan Revision (04-SP-21) applications.

IV. ANALYSIS

PURPOSE:

Staff is tasked to evaluate whether any proposed variance complies with the general purpose and standards set forth in Chapter 5 section 506 of the LDRs for the granting of variances. Pursuant to Chapter 5 section 506.1, the variance process is intended to provide limited relief from the requirements of the LDRs in those cases where strict application of those requirements will create unnecessary hardship not the result of any action by the Applicant.

The Applicant's information included a letter of intent describing the reasoning behind the request and those special conditions applying to the site/building for which the variances are sought.

STANDARDS OF REVIEW

A variance shall be granted only where competent and substantial evidence is presented and the particular case shows that all of the following are met:

a) The particular physical surroundings, shape, topographical condition, or other physical or environmental condition of the specific property involved would result in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the regulations were carried out literally.

Applicant Response: *The subject property has evolved over time, relative to the commercial and community facility elements of the properties originally platted as Oakland Commercial Properties, with a parcel line delineated to provide the commercial development to the southeast with enough parking, and the shared drive aisle between the existing buildings and the RaceTrac development, as well as the existing fence and walls on the west and south, and existing parking and curbing to remain. The unique nature of the subject site as an existing charter school seeking to redevelop while remaining in service for existing students creates a need to preserve these existing conditions as part of the urban infill development plan.*

Staff Response: Staff agrees that current exhibited conditions, particularly the commercial elements to the property would create a hardship to the owner if the regulations were carried out literally.

b) The conditions upon which the request for a variance is based are unique to the parcel and would not be generally applicable to other property within the vicinity.

Applicant Response: *The current conditions prompting the variance are unique, in that the property line between the project and the RaceTrac property is an existing condition could only be remedied by demolishing an existing building to re-route the shared drive aisle, which would also be the case for variance request #2, a shared property line that functions a two-way drive aisle. For Variance request 3 and 4, the existing wall and fence combination provide a mature level of buffering that can remain in place to facilitate interior circulation and parking functionality.*

Staff Response: Staff agrees that the conditions are unique to the parcel and would not be generally applicable to other property in the vicinity.

c) *The alleged difficulty or hardship is not economic and has not been deliberately created to establish a use or structure which is not otherwise consistent with the LDR, and the applicant has not come to the condition, but it has been cast upon the applicant.*

Applicant Response: *The difficulty outlined above is not self-created in that the adjacent properties have developed over time, with property lines on the east portion of the site that do not follow the development patterns of curbs and drive aisles in a natural fashion. In the case of the south and west sides, existing nonconforming buffers remaining in place, although requiring a variance, are requested to remain as constructed; to facilitate the existing school function as well as proposed redevelopment and improved vehicular circulation within the project site.*

Staff Response: Staff agrees that the hardship is not economic and has not been deliberately created to establish a use or structure.

d) *The granting of the variance will not be detrimental to the public welfare or injurious to other property or improvements in the vicinity.*

Applicant Response: *Granting the proposed variances would not be detrimental to the public welfare, or injurious to property or improvements, the variances as requested demonstrate the preservation of existing drive aisles and existing buffering of the project.*

Staff Response: Staff agrees that the proposed variances will not be detrimental to the public welfare or injurious to property or improvements.

e) *The proposed variance will not substantially increase the congestion in the public streets, or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the vicinity.*

Applicant Response: *The proposed project improves the internal queuing and vehicular circulation in a manner that focuses on the safety of the school children, as well as improved fire truck circulation and emergency vehicle access. The existing of a robust and expanded charter school in the area is a positive element that weighs into discussions of property value and increased options for education to the surrounding neighborhoods and communities.*

Staff Response: Staff agrees that the Applicant has worked with Staff to improve upon the internal vehicular and pedestrian circulation routes, as such, there should be a decrease in the amount of congestion in the public street.

Based upon the material submitted by the Applicant and findings presented in this report, Staff finds the proposed application is in general conformance with the applicable standards of review for granting variances.

V. STAFF RECOMMENDATIONS

Based upon the assessment and findings contained within this report, Staff is recommending that the Planning and Zoning Board approve this application contingent upon the following:

1. Approval of a Final Site Plan, pursuant to a Development Agreement in accordance with Section 1108.3 of the City's Land Development Regulations.
2. Prior to City Commission consideration, the Applicant shall agree to pay a proportionate fee/share of proposed expansion in lieu of taxes of \$15,000 payable October 1 for the next ten fiscal years following approval. The Applicant and City believe that it is fair and reasonable for the Applicant to contribute annually this sum of money intended to offset a portion of the costs of any municipal services which are funded by tax revenues that may be provided to the Property, and that this payment will serve the good and welfare of the owners, employees, students and parents of Central Charter School.
3. Developer shall acknowledge and agree to voluntarily contribute its fair share (not to exceed Twenty-Five percent (25%)) for design and construction of a Five (5) Foot sidewalk along the shared (easement) access road from/to North SR 7 ("Sidewalk Improvements"). The estimated cost for the design and construction of the Sidewalk Improvements is approximately Seventy Thousand and No/100 (\$70,000.00) Dollars as of June, 2022. Accordingly, Developer acknowledges and agrees that its contribution for the Side Improvements would be approximately Seventeen Thousand Five Hundred and No/100 (\$17,500.00) Dollars ("Developer's Sidewalk Improvement Contribution"). In the

event the City, the Developer and the other adjacent property owners are unable to reach agreement concerning the Sidewalk Improvements within One Hundred Eighty (180) days from the date of Developer's execution of this Agreement, then Developer shall pay Developer's Sidewalk Improvement Contribution to the City and such payment shall be used by the City solely for the purposed of constructing the Sidewalk Improvements. Upon payment of Developer's Sidewalk Improvement Contribution, Developer shall have no further obligation to the City concerning such Sidewalk Improvements.

4. In consideration of Developer's intended development of the Property in accordance with Final Site Plan, the Parties' acknowledges Developer's prospective intent to expand the operation of its public charter school to accommodate a maximum buildout of One Thousand Six Hundred (1,600) students, grades K through 12 ("Buildout"). In the event of the occurrence of Developer's Buildout, which written notice of buildout ("Notice of Buildout") shall be provided by Developer to the City within ninety (90) days prior to Buildout, the Parties agree that the City may provide a written notice of material traffic impacts ("Notice of Material Traffic Impact") to Developer not later than 180 days after the actual Buildout date. In such event, Developer shall provide the City with Developer's updated traffic impact analysis report, within One Hundred Eighty (180) days of receipt of the Notice of Material Traffic Impact and shall within ninety (90) days mitigate such traffic impacts in accordance with Developer's updated traffic impact analysis report. Such mitigation may include, but is not limited to signage, traffic signalization at N SR 7 and NW 46th Street, and traffic patrol. Nothing herein shall be construed to exempt Developer from complying with the LDRs, and all other applicable rules, regulations, codes and laws in effecting or employing any mitigation plans.
5. Developer agrees and will cooperate, in good faith, with the City to share the use of Developer's sports and recreational facilities, as stated in Article IX, Section 9 of the Third Amended and Restated Interlocal Agreement for Public School Facility Planning and allow at least six (6) official City sponsored athletic league tournaments on its exterior recreational areas. The City shall provide security, and indemnify the School for such activities, however nothing herein is intended or shall be construed to as a waiver of its sovereign immunity, nor the City's consent to be sued by any third parties in any matters arising out of such activities. Advance notice shall be provided by City to School. In the event of a conflict of scheduling, the School event shall take priority.
6. Pursuant to LDR 508.15 (Drainage) and as determined by the Director of Engineering/City Engineer, the Developer shall require a duly licensed engineer to prepare the drainage

report including analysis and calculations necessary to (a) assess the existing conditions within the access easement and (b) determine if any off-site drainage improvements are required per South Florida Water Management District (SFWMD) standards/regulations ("Report"). Applicant shall design and construct any necessary on-site drainage improvements within One Hundred Eighty (180) days from the receipt of the Report and shall eliminate the need for any off-site drainage improvements.

7. Developer shall submit letters from all utility companies stating "no objection" to or having enough capacity to serve the proposed development.

VI. PLANNING AND ZONING BOARD RECOMMENDATION(S):

At its December 7, 2021 special meeting, the Planning & Zoning Board made a motion to continue the meeting to the next regular meeting to allow resolution on the conditions of approval of the variance application, as proposed by Staff.

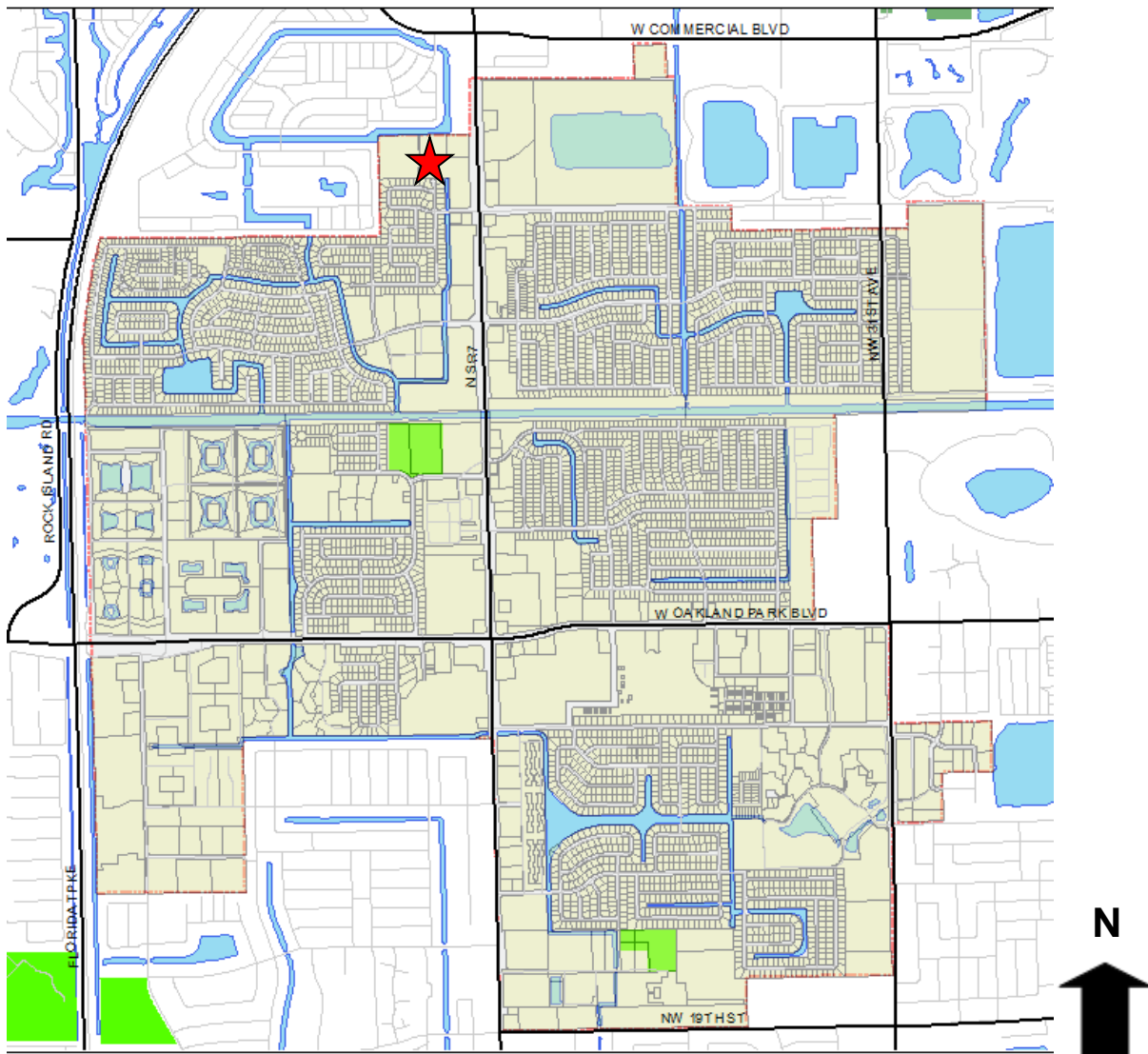
At the January 27, 2022 Planning & Zoning Board meeting, a favorable recommendation (Motion carried 4-0) was forwarded to the City Commission. Board member Janet Thompson made a motion, seconded by Odessa Bennett to recommend approval provided the City (Staff and City Commission) further examine recommendations 3 & 7, as stated above, to ensure adequacy of the development conditions of approval and compliance with applicable state legislature.

In addition, the Applicant acknowledged and agreed to voluntarily contribute ¼ or 25% for the design and construction of a 5' sidewalk along the shared access road from/to North SR 7.

VII. ATTACHMENTS/EXHIBITS

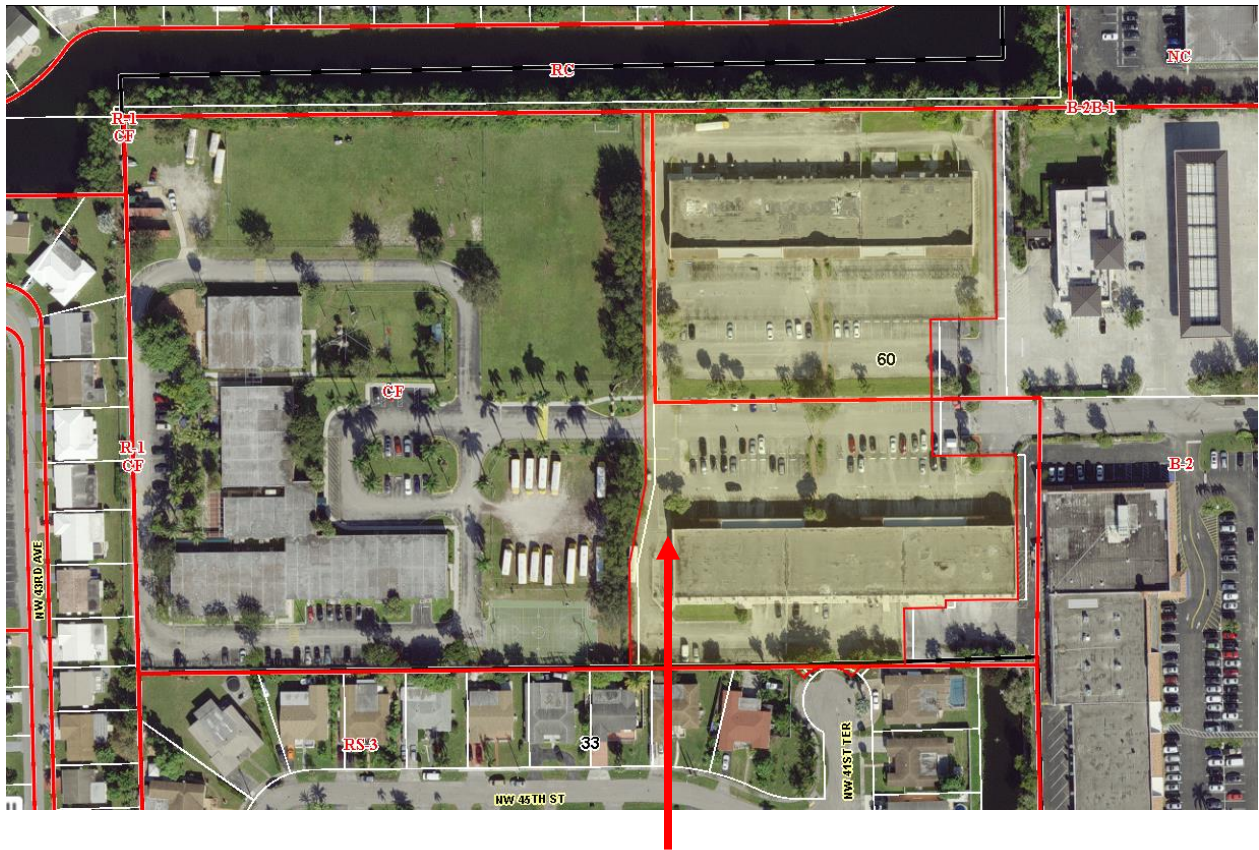
- A. Location Map
- B. Zoning Map
- C. Site Plan
- D. Justification Statement

LOCATION MAP



★ SUBJECT SITE

ZONING MAP



SUBJECT SITE

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: No

Contract Requirement: No

Title

RESOLUTION 2022-067 APPROVING, WITH CONDITIONS, APPLICATION NO. 03-PL-21, FURTHER AUTHORIZING AND DIRECTING THE CITY MANAGER TO PROVIDE A STATEMENT OF NO-OBJECTION TO BROWARD COUNTY GOVERNMENT AS IT PERTAINS TO APPLICATION NO. 03-PL-21, PROVIDING FOR AMENDMENT TO THE NOTE ON THE FACE OF THAT CERTAIN PLAT KNOWN AS "OAKLAND COMMERCIAL PROPERTIES NORTH"
--

Summary

This resolution serves to amend the plat notation change request adding a new tract (Tract A-3) which limits the designated land area to a 80,000 SF K-8 Charter School and 15,000 square foot daycare/preschool.

Staff Recommendation

Background:

Staff recommends approval with conditions based upon the findings and analysis shown within the report.

Funding Source:

N/A

Fiscal Impact:

N/A

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

Meeting Date: 6/28/2022

ATTACHMENTS:

Description	Type
❑ Resolution 2022-067 - Plat Note (App# 03-PL-21)	Resolution
❑ Exhibit A - Plat Application	Exhibit
❑ Central Charter- Rezoning Interoffice Memorandum	Backup Material

RESOLUTION 2022-067

A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA APPROVING, WITH CONDITIONS, APPLICATION NO. 03-PL-21, FURTHER AUTHORIZING AND DIRECTING THE CITY MANAGER TO PROVIDE A STATEMENT OF NO-OBJECTION TO BROWARD COUNTY GOVERNMENT AS IT PERTAINS TO APPLICATION NO. 03-PL-21, PROVIDING FOR AMENDMENT TO THE NOTE ON THE FACE OF THAT CERTAIN PLAT KNOWN AS "OAKLAND COMMERCIAL PROPERTIES NORTH" PARCEL ON A PORTION OF TRACT "A" AS SUCH IS RECORDED IN PLAT BOOK 118, PAGE 30 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, FROM "TRACT A-1 IS RESTRICTED TO A SERVICE STATION WITH 24 FUELING POSITIONS WHICH INCLUDES A CONVENIENCE STORE AND CARWASH. TRACT A-2 IS LIMITED TO 51,000 SQUARE FEET OF OFFICE, 144,900 SQUARE FEET OF RETAIL AND 25,600 SQUARE FEET OF WAREHOUSE" TO "TRACT A-1 IS RESTRICTED TO A SERVICE STATION WITH 24 FUELING POSITIONS WHICH INCLUDES A CONVENIENCE STORE AND CARWASH. TRACT A-2 IS LIMITED TO 51,000 SQUARE FEET OF OFFICE, 144,900 SQUARE FEET OF RETAIL AND 25,600 SQUARE FEET OF WAREHOUSE. TRACT A-3 IS LIMITED TO A 80,000 SF K-8 CHARTER SCHOOL AND 15,000 SQUARE FOOT DAYCARE/PRESCHOOL", A COPY OF SAID APPLICATION IS ATTACHED HERETO AS EXHIBIT A, AND A DRAFT COPY OF WHICH CAN BE INSPECTED IN THE OFFICE OF THE CITY CLERK; PROVIDING FOR THE ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Assistance Unlimited, Inc. ("Applicant") is the owner of that certain developed land located at 4487-4695 North State Road 7 and 4645 North State Road 7 ("Property") within the City of Lauderdale Lakes ("City"). The Property is currently zoned B-2 (Community Business District) and Community Facilities (CF) District;

WHEREAS, the Applicant, through its agent, Kimley Horn & Associates ("Site Planner"), submitted Application No. 03-PL-21 ("Application") to the City requesting an amendment to the note on the face of the Plat known as the "Oakland Commercial Properties North" parcel on a portion of Tract "A" as recorded in Plat Book 118, Page 30 of the Public Records of Broward County, Florida, from "Tract A-1 is restricted to a service station with 24 fueling positions which

1 includes a convenience store and carwash. Tract A-2 is limited to 51,000 square feet of office,
2 144,900 square feet of retail and 25,600 square feet of warehouse” to “Tract A-1 is restricted to
3 a service station with 24 fueling positions which includes a convenience store and carwash. Tract
4 A-2 is limited to 51,000 square feet of office, 144,900 square feet of retail and 25,600 square feet
5 of warehouse. Tract A-3 is limited to an 80,000 SF K-8 Charter school and 15,000 square foot
6 daycare/preschool” within the City in connection with the proposed redevelopment and
7 expansion of the charter school and daycare center on the Property;

8 WHEREAS, the overall site is +/- 11.44 acres of developed land and zoned CF and B-2 (+/-
9 2.25-acre parcel, located at the northeast corner of the Property) with an underlying land use
10 designation of Commercial both on the City and Broward County Future Land Use Maps. Access
11 to the subject site is via NW 46th Street (shared access road);

12 WHEREAS, the City’s Development Service Department has reviewed the Application and
13 compiled a written Interoffice Memorandum (“Memorandum”), to be discussed at the City
14 Commission Meeting to be held on June 28, 2022, as revised, summarizing the facts of the
15 Applicant’s request including all relevant documents and transmitted such Memorandum and
16 Application to the Planning and Zoning Board (“Board”);

17 WHEREAS, at its December 7, 2021 Special Meeting, the Planning and Zoning Board tabled
18 the Memorandum and Application for further consideration at the next meeting. At its May 26,
19 2022 Regular Meeting, the Planning and Zoning Board unanimously provided a favorable
20 recommendation for the Application and Memorandum with conditions to be forwarded to the
21 City Commission;

1 WHEREAS, in addition to the Application, Applicant also has the following application for
2 the Property which are co-pending and being considered by the City Commission concurrently:
3 (1) Application No. 3-RZ-21 Rezoning from B2 to CF District, (2) Variance(s) Approval from
4 Subsection 1001.9(c) of Chapter 10 of the Land Development Regulations, and (3) Application
5 No. 04-SP-21 for Major Site Plan Revision Approval (collectively the “Development Applications”);
6 and

7 WHEREAS, based on the assessment and findings contained within this report, City Staff
8 is recommending that the City Commission approve the Application subject to the following
9 conditions:

10 (1) Concurrent approval by the City Commission of the Development Applications,
11 including all such conditions as may be applicable to each respective application.

12 (2) That Applicant specifically delineate/represent tract A-2 and tract A-3 on a new
13 survey/sketch of description for “Oakland Commercial Properties North” plat;

14 (3) Approval of that certain Final Site Plan prepare by Joshua D. Horning, P.E. of
15 Kimley Horn and Associates, under Project 140553000, dated December 3, 2021
16 (including Sheet Numbers C0.00 through C1.02) (Exhibit B of Resolution 2022-069)
17 and execution by Applicant of that certain Development Agreement (Exhibit C of
18 Resolution 2022-069) in accordance with Section 1108.3 of the City’s Land
19 Development Regulations;

20 (4) Applicant’s agreement to pay a proportionate fee/share of proposed
21 expansion in lieu of taxes in an amount not to exceed Fifteen Thousand and
22 No/100 (\$15,000.00) Dollars payable on or before October 1 for the next ten (10)
23 consecutive fiscal years following approval by the City of the Development
24 Applications. Applicant and City deem Applicant’s annual contribution to be a fair
25 and reasonable offset to a portion of the total costs of municipal services, which
26 are funded by tax revenues, to be provided to the Property, and further such
27 annual contribution will serve the best interest and welfare of the owners,
28 employees, students and parents of the Central Charter School;

29 (5) Applicant shall acknowledge and agree to voluntarily contribute their fair share
30 (not to exceed Twenty-Five percent (25%)) for design and construction of a Five
31 (5) Foot sidewalk along the shared (easement) access road from/to North SR 7.

1 The estimated cost for the design and construction of the sidewalk is
2 approximately Seventy Thousand and No/100 (\$70,000.00) Dollars as of June,
3 2022; accordingly, Applicant acknowledges that its estimated contribution would
4 be approximately Seventeen Thousand Five Hundred and No/100 (\$17,500.00)
5 Dollars. In the event the City, the Applicant and the other adjacent property
6 owners fail to come to an agreement on moving forward with the design and
7 construction of the sidewalk within One Hundred Eighty (180) days from the date
8 of approval of this Application by the City Commission, this condition shall be null
9 and void;

10 (6) In conjunction with the Site Plan's proposed school expansion to One
11 Thousand Six Hundred (1,600) students at buildout, should the City notify the
12 Applicant within One Hundred Eighty (180) days of significant adverse traffic
13 impacts after buildout, the Applicant shall provide the City with an updated traffic
14 impact analysis report, within One Hundred Eighty (180) days of receiving notice
15 from the City, and shall within ninety (90) days mitigate such traffic impacts in
16 accordance with the updated traffic impact analysis report. Such mitigation may
17 include, but is not limited to signage, traffic signalization at N SR 7 and NW 46th
18 Street, and traffic patrol.

19 (7) Applicant shall agree and cooperate with the City to share the use of
20 Applicant's sports and recreational facilities, as stated in Article IX, Section 9 of the
21 Third Amended and Restated Interlocal Agreement for Public School Facility
22 Planning and allow at least six (6) official City sponsored athletic league
23 tournaments on its exterior recreational areas. The City shall provide security, and
24 indemnify the School for such activities, however nothing herein is intended or
25 shall be construed to as a waiver of its sovereign immunity, nor the City's consent
26 to be sued by any third parties in any matters arising out of such activities.
27 Advance notice shall be provided by City to School. In the event of a conflict of
28 scheduling, the School event shall take priority.

29 (8) Pursuant to LDR 508.15 (Drainage) and as determined by the Director of
30 Engineering/City Engineer, the Applicant shall require a duly licensed engineer to
31 prepare the drainage report including analysis and calculations necessary to (a)
32 assess the existing conditions within the access easement and (b) determine if any
33 off-site drainage improvements are required per South Florida Water
34 Management District (SFWMD) standards/regulations ("Report"). Applicant shall
35 design and construct any necessary on-site drainage improvements within One
36 Hundred Eighty (180) days from the receipt of the Report and shall eliminate the
37 need for any off-site drainage improvements; and

38 (9) Developer shall submit letters from all utility companies to the City confirming
39 that each respective utility company either has "no objection" to or has sufficient
40 capacity to serve the Applicant's Project.

1
2 NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF
3 LAUDERDALE LAKES AS FOLLOWS:

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

6 SECTION 2. AUTHORITY: Subject to Applicant's compliance with the City's Codes and
7 Ordinances, the specific conditions enumerated and set forth herein on pages 3 and 4 of this
8 Resolution, and such other conditions imposed by the City Commission during the public hearings
9 wherein this Application was considered, the City Commission hereby approves, authorizes and
10 directs the City Manager to provide a statement of no-objection or letter to such effect to
11 Broward County, Florida with respect to the Application, requesting an amendment to the note
12 on the face of the Plat known as the "Oakland Commercial Properties North" parcel on a portion
13 of Tract "A" as recorded in Plat Book 118, Page 30 of the Public Records of Broward County,
14 Florida, in substantially the form as attached hereto as Exhibit A, and incorporated herein by
15 reference.

16 SECTION 3. INSTRUCTIONS TO THE CITY CLERK: The City Clerk is hereby authorized to
17 take any and all action necessary to effectuate the intent of this Resolution.

18
19 [REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]
20
21
22
23

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 JUNE 28, 2022.

HAZELLE ROGERS, MAYOR

ATTEST:

VENICE HOWARD, CMC, CITY CLERK

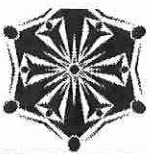
Approved as to form and legality
for the use of and reliance by the
City of Lauderdale Lakes only:

Sidney C. Calloway, City Attorney

Sponsored by: Tanya Davis-Hernandez, Director of Development Services

VOTE:

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



LAND DEVELOPMENT APPLICATION FORM

This application must be completed in full and submitted with the appropriate Affidavit and/or Disclosure Forms. If owner of the property is not the applicant and will not be present at the hearing, the Owner Affidavit and/or Power of Attorney must be completed and signed by the property owner. In addition, if the property owner is a Corporation, Partnership, Limited Partnership, or Trustee, a separate Disclosure of Interest Form must be completed. Refer to the "Submittal Checklist" and "Application Instructions" to determine the supplemental documentation required for each application. Applications are not automatically scheduled for a particular meeting date. Prior to processing applications, staff must determine completeness. All applicants must have a pre-application conference with staff, prior to filing application(s). **PLEASE DATE THIS APPLICATION.**

TYPE OF APPLICATION

(Complete one application for each request)

Date 2/12/2021

- | | |
|---|--|
| <input checked="" type="checkbox"/> Rezoning | <input checked="" type="checkbox"/> Site Plan Approval |
| <input type="checkbox"/> Land Use Plan Amendment | <input type="checkbox"/> Appeal of Administrative Interpretation |
| <input type="checkbox"/> Text Amendment to Modify Zoning Code | <input checked="" type="checkbox"/> Variance |
| <input type="checkbox"/> Conditional Use | |
| <input type="checkbox"/> Right-of-Way Vacation | |
| <input type="checkbox"/> Platting or Replatting of a Subdivision,
or a Portion Thereof | |
| <input checked="" type="checkbox"/> Other <u>Delegation Request</u> | |

PLEASE PRINT OR TYPE

Name of Owner:	ASSISTANCE UNLIMITED INC.		
Mailing Address: 4515 N STATE ROAD 7 LAUDERDALE LAKES, FLORIDA 33319			
Business Telephone:	N/A	Home:	N/A
		Fax:	N/A
Name of Applicant (if different from owner):			
I am the (check one): <input type="checkbox"/> Attorney Representing Owner <input type="checkbox"/> Prospective Purchaser <input type="checkbox"/> Contractor and/or Architect <input type="checkbox"/> Representative/Agent <input type="checkbox"/> Tenant			
Mailing Address:			
Business Telephone:		Home:	
		Fax:	
Name of Representative (if different from owner and Applicant):	MARK RICKARDS, AICP, KIMLEY-HORN & ASSOCIATES, INC.		
I am the (check one): <input type="checkbox"/> Attorney Representing Owner/Applicant <input type="checkbox"/> Contractor and/or Architect <input checked="" type="checkbox"/> Other (please specify) REPRESENTATIVE/AGENT			
Mailing Address: 1615 S CONGRESS AVENUE, SUITE 201, DELRAY BEACH, FL 33445			
Business Telephone:	561-404-7244	Home:	N/A
		Fax:	N/A

Location of Subject Property: 4487-4695 N. STATE ROAD 7 AND 4645 N. STATE ROAD 7

Property Size: *PLEASE SEE PROPERTY APPRAISER SHEETS ATTACHED.

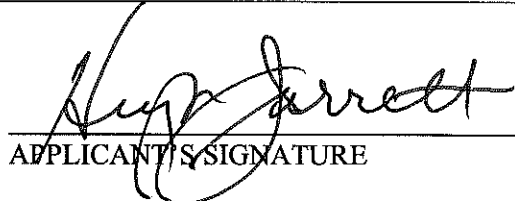
Present Zoning: B-2 COMMUNITY BUSINESS DISTRICT

Present Land Use Designation: 72- PRIVATE SCHOOLS AND COLLEGES

Folio Number: 4941 13 21 0011 AND 4941 13 21 0014

Full Legal Description (attach additional sheets, if necessary): * PLEASE SEE PROPERTY APPRAISER SHEETS ATTACHED.


Brief Description of Request




APPLICANT'S SIGNATURE

IF THE APPLICANT IS THE PROPERTY OWNER, PLEASE COMPLETE AND SIGN BELOW:

I, being duly sworn, depose and say that I am the owner of the described real property. I acknowledge that I am subject to penalties of law, including the laws on perjury, and to possible revocation of any approvals for any false or misleading statements provided in the subject Application.



PROPERTY OWNER'S SIGNATURE



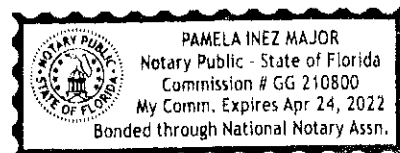
PROPERTY OWNER (PRINT NAME)

Sworn to and subscribed before me this 11th
day of March, 2021



NOTARY PUBLIC, STATE OF FLORIDA

My commission expires: April 24, 2022



DEVELOPMENT APPLICATION OWNER CERTIFICATION

(Please complete all that apply)

For use when petitioner is the Owner of subject property:

This is to certify that I am the owner of the subject lands described in the above application. I understand that I am responsible for complying with all application requirements prior to this petition being scheduled for any public hearing. I also understand that it is my responsibility to comply with the City's requirements regarding quasi-judicial proceedings. This further certifies that I have read this petition and the statements contained herein are true and correct.

Hugh Jarrett
Print name of Petitioner

Hugh Jarrett
Signature of Petitioner

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was Sworn to and Subscribed before me this 10th of March, 2021, by Hugh Jarrett, who is personally known to me or who has produced _____ as identification.

Pamela Inez Major
Printed Name of Notary Public

Pamela Inez Major
Signature of Notary Public

My Commission Expires: April 24, 2022



For use when petitioner is NOT the Owner of the Subject Property:

This is to certify that I am the owner of subject lands described in the above petition. I have authorized _____ to make and file the aforesaid petition. This further certifies that I have read this petition and the statements contained herein are true and correct.

Print name of Petitioner

Signature of Petitioner

STATE OF _____

COUNTY OF _____

The foregoing instrument was Sworn to and Subscribed before me this _____ of _____, 20____, by _____, who is personally known to me or who has produced _____ as identification.

Printed Name of Notary Public

Signature of Notary Public

My Commission Expires: _____

Tenant or Owner Affidavit

I, _____ being first duly sworn, depose and say that I am the owner/tenant of the property described and which is the subject matter of the proposed hearing; that all the answers to the questions in this application, and all sketch data and other supplementary matter attached and made part of the application are honest and true. I understand this application must be completed and accurate before a hearing can be advertised. In the event that I or any one appearing on my behalf is found to have made a material misrepresentation, either oral or written regarding this application, I understand that any development action may be voidable at the option of the City.

Print Name

Signature

STATE OF _____

COUNTY OF _____

The foregoing instrument was Sworn to and Subscribed before me this _____ of _____, 200__, by _____, who is personally known to me or who has produced _____ as identification.

Printed Name of Notary Public

Signature of Notary Public

My Commission Expires:

Attorney Affidavit

I, _____, being first duly sworn, depose and say that I am a State of Florida Attorney at Law, and I am the Attorney for the Owner/Applicant of the property described and which is the subject matter of the proposed hearing, that all the answers to the questions in this application, and all sketch data and other supplementary matter attached to and made a part of this application are honest and true. I understand this application must be complete and accurate before a hearing can be advertised. In the event that I or any one appearing on my behalf is found to have made a material misrepresentation, either oral or written, regarding this application, I understand that any development action may be voidable at the option of the City.

Print name of Petitioner

Signature of Petitioner

STATE OF _____

COUNTY OF _____

The foregoing instrument was Sworn to and Subscribed before me this _____ of _____, 200__, by _____, who is personally known to me or who has produced _____ as identification.

Printed Name of Notary Public

Signature of Notary Public

My Commission Expires:

Corporation Affidavit

I/We, _____ being first duly sworn, depose and say that I/we am the President/Vice President, and Secretary of the aforesaid corporation, and as such, have been authorized by the corporation to file this application for public hearing; that all answers to the questions in said application and all sketches, data and other supplementary matter attached to and made a part of this application are honest and true; that said corporation is the owner/tenant of the property described herein and which is the subject matter of the proposed hearing. We understand that this application must be complete and accurate before a hearing can be advertised. In the event that I or any one appearing on our behalf is found to have made a material misrepresentation, either oral or written, regarding this application, I understand that any development action may be voidable at the option of the City.

Print Name

Signature

June 4, 2021 (revised)

Fernando Leiva; AICP
City of Lauderdale Lakes Planning and Zoning Department
3521 NW 43rd Avenue
Lauderdale Lakes, FL 33319
Phone: 954-535-2495

NOTE: This application includes four requests (Site Plan/Rezoning/Variance/Delegation); this justification statement has been separated to specifically address the Delegation Request, with separate letters addressing each of the other requests, please refer to those as well for the full picture of this redevelopment application.

**RE: Central Charter School – Delegation Request
Justification Statement / Letter of Intent**

Dear Fernando;

On behalf of the Owner and Petitioner, please find attached our formal request for the review of a modified site plan showing the expansion of the existing charter school at 4487 and 4645 North State Road 7, approximately ¼ mile south of the intersection of Commercial Boulevard and State Road 7/441. The subject property is shown below for reference and is currently zoned CF (Community Facilities) in part and B-2 (Community Business) in part.



The request is in four parts, but this letter specifically address the variance requests, please refer to the additional letters as needed for reference or additional information:

- Delegation Request (Plat Note Amendment)
- (see separate justification letter) Variance requests (4) to incorporate existing landscape buffers into the project, which do not meet current code requirements for perimeter buffer widths.
- (see separate justification letter) Change of Zoning District for the portion of the project site zoned B-2, such that the entire campus will be zoned CF.
- (see separate justification letter) Revised Final Site Plan (Charter School and Daycare Redevelopment)

PROPERTY HISTORY AND SITE CHARACTERISTICS

The subject property currently supports a charter school, with two outbuildings which will be incorporated into the school functions. Central Charter School was the second charter school to open in Broward County, opening its doors in August 1997 with an initial enrollment of 159 students in grades K-6th. The Mission stated:

"Central Charter School provides an enriched innovative educational program focusing on reading, writing, mathematics, and language arts for at-risk students in the Broward County School District. The curriculum shall emphasize proper manners and behavior in an environment that is positive and safe. It shall further emphasize high expectation for success of all students enrolled. Finally, the curriculum shall provide opportunities to enhance parenting skills for the parents of students enrolled at Central Charter School."

In May of 2013, seventh grade was added, and overall, enrollment once again increased. from approximately 800 to approximately 1,200 students. Furthermore, the instructional staff grew to 65 teachers. Today, Central Charter School is a K-8 (Kindergarten through the Eighth Grade) Center. It has become an essential organization in the community, and they continue to be committed to the path of excellence in education, impacting the local and global communities positively. The redevelopment would allow the school to expand to 1,200 students (remaining a K-8 school), to continue to provide the highest educational opportunities for the neighborhood and community.

DELEGATION REQUEST

This project will require a plat note amendment to accommodate the school expansion and preschool/daycare use on site. The existing plat is Oakland Commercial Properties North, recorded in Plat Book 118 Page 30, The latest amendment to the plat notation was recorded by RaceTrac Petroleum (attached) in ORB 51051 997.

The proposed plat note indication will be changed from:

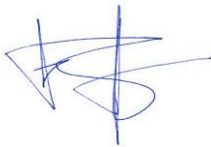
Tract A-1 is restricted to a service station with 24 fueling positions which includes a convenience store and carwash. Tract A-2 is limited to 51,000 square feet of office, 144,900 square feet of retail and 25,600 square feet of warehouse.

To:

Tract A-1 is restricted to a service station with 24 fueling positions which includes a convenience store and carwash. Tract A-2 is limited to 51,000 square feet of office, 144,900 square feet of retail and 25,600 square feet of warehouse. Tract A-3 is limited to a 80,000 SF K-8 Charter school and 15,000 square foot daycare/preschool.

In closing, we appreciate your review and consideration of this request, please feel free to reach out via phone at (561) 404-7244 or via email, Mark.Rickards@kimley-horn.com, with any questions or concerns.

Best Regards;



Mark Rickards, AICP



Interoffice Memorandum To The City Commission

June 28, 2022

I. General Data

PROJECT NAME/REQUEST:	APPLICATION NO. 03-PL-21, REQUESTING A STATEMENT OF NO-OBJECTION TO BROWARD COUNTY IN CONNECTION WITH ASSISTANCE UNLIMITED INC'S REQUEST TO AMEND THE NOTE ON THE FACE OF THE PLAT KNOWN AS "OAKLAND COMMERCIAL PROPERTIES NORTH" ON A PORTION OF TRACT "A," AS RECORDED IN PLAT BOOK 118, PAGE 30 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
STAFF RECOMMENDATION:	Staff recommends approval of this application with conditions based upon the findings and analysis shown within this report.
PREPARED BY:	Fernando Leiva, AICP, Assoc. AIA FL Principal Planner/Development Services Manager
FORWARDED BY:	Planning and Zoning Staff

May 5, 2021 - Application Filed
 August 10, 2021 – Development Review Committee (First Round)
 September 29, 2021 – Development Review Committee (Second Round)
 May 26, 2022 – Planning and Zoning Board Public Hearing (4-0)
 June 27, 2022 – City Commission Workshop
 June 28, 2022 – City Commission Regular Meeting (**Pending**)

Project Information

PROJECT NAME	CENTRAL CHARTER K-8 SCHOOL
EXISTING USE	CHARTER SCHOOL/OFFICE/DAY CARE
PROPOSED USE	CHARTER SCHOOL/DAYCARE

CURRENT ZONING	CF/B-2		
PROPOSED ZONING	CF		
FUTURE LAND USE DESIGNATION	COMMERCE		
LOCATION OF PROPERTY	4487 – 4695 N SR 7 APPROXIMATELY ¼ MILE SOUTH OF COMMERCIAL BOULEVARD AND N SR 7		
PARCEL ID	494113210011		
TOTAL ACREAGE	+/- 11.44 GROSS ACRES		
PROPERTY OWNER	ASSISTANCE UNLIMITED INC		
ADJACENT PROPERTIES:			
	EXISTING LAND USE	FUTURE LAND USE	ZONING
NORTH	SINGLE FAMILY RESIDENTIAL	LOW-MEDIUM RESIDENTIAL	RC/R-1 (MAINLANDS SEC.1, CITY OF TAMARAC)
SOUTH	SINGLE FAMILY RESIDENTIAL	LOW (5) RESIDENTIAL	RS-3
EAST	RACETRAC/LAKES MEDICAL CENTER	COMMERCE	B-2
WEST	SINGLE FAMILY RESIDENTIAL	LOW-MEDIUM RESIDENTIAL	RC/R-1 (MAINLANDS SEC.1, CITY OF TAMARAC)
REPORT DATE	DECEMBER 1, 2021		

II. Item Summary

The Request: The Owner/Petitioner, Assistance Unlimited Inc., is requesting a plat note (delegation request) as follows:

From:

> Tract A-1 is restricted to a service station with 24 fueling positions which includes a convenience store and carwash. Tract A-2 is limited to 51,000 square feet of office, 144,900 square feet of retail and 25,600 square feet of warehouse.

To:

> Tract A-1 is restricted to a service station with 24 fueling positions which includes a convenience store and carwash. Tract A-2 is limited to 51,000 square feet of office, 144,900 square feet of retail and 25,600

square feet of warehouse. Tract A-3 is limited to a 80,000 SF K-8 Charter school and 15,000 square foot daycare/preschool.

The Site: The overall site is +/-11.44 acres of developed land and zoned CF and B-2 (+/- 2.25 acre parcel, located at northeast corner of the development) with an underlying land use designation of Commercial both on the City and County Future Land Use Maps. Access to the subject site is via NW 46th Street (shared access road).

III. Related Applications

Application # 03-RZ-21: Rezoning from Commercial to Community Facilities (Northeast portion)

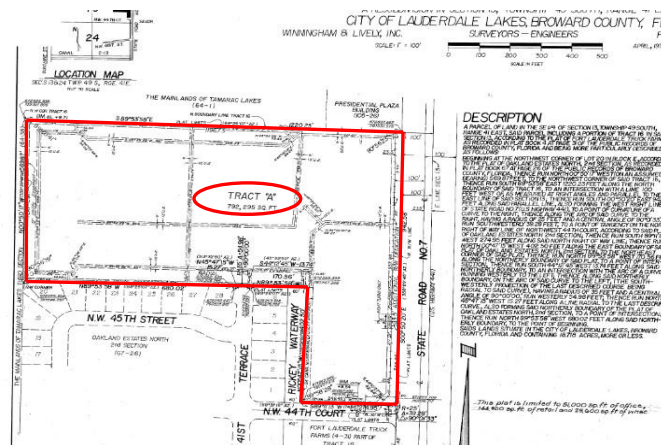
Application # 04-SP-21: Major Site Plan Revision Approval to allow for +/- 80,000 sq. ft. charter school and 15,000 sq. ft. daycare/preschool expansion to a total school enrollment capacity of 1,600 students.

Application # 03-VA-21: Variance(s) Approval from Subsection 1001.9(c) of Chapter 10 of the Land Development Regulations.

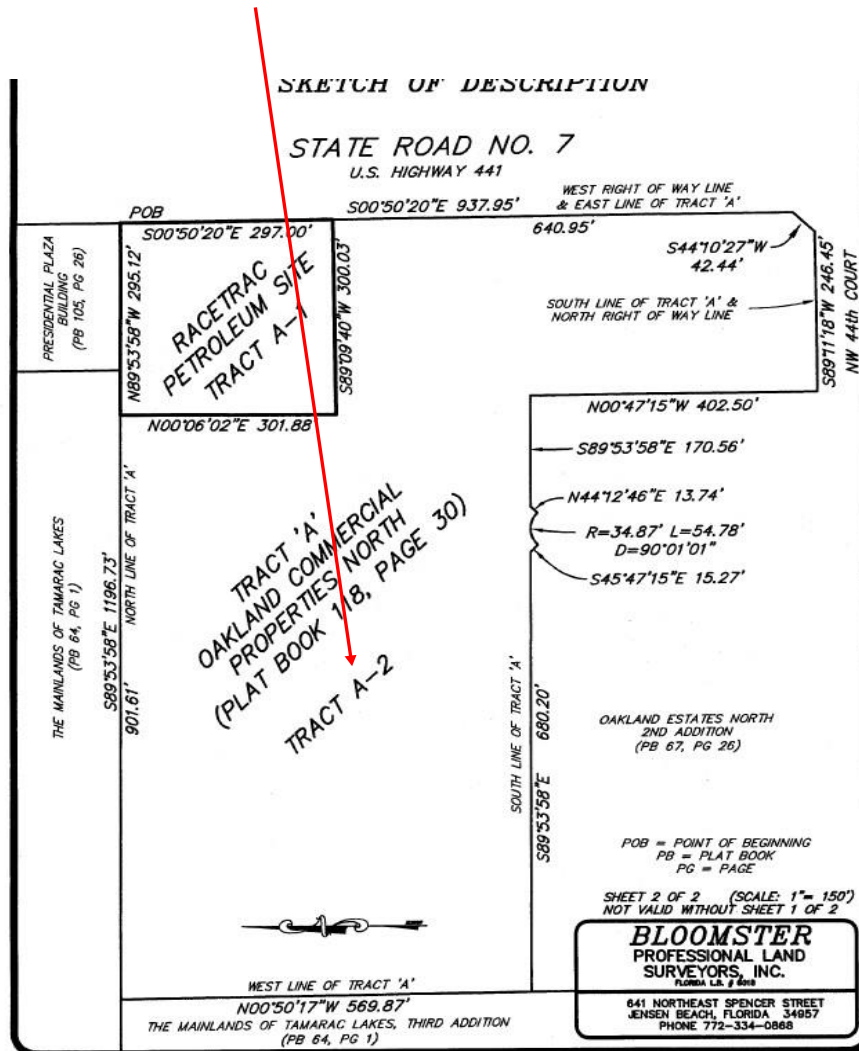
IV. Background

Plat note amendments require City Commission approval. Additionally, Broward County requires that the City of Lauderdale Lakes concur with this request prior to a review of the proposal by Broward County Commission. Plat note amendments may be amended by Agreement with Broward County.

The Plat of "Oakland Properties North," a replat was approved by the Lauderdale Lakes City Commission on December 11, 1979, Broward County Planning Council on October 28, 1982, and recorded in O.R. Book 118, Page 30, of Broward County on December 21, 1982.



The current notation on Tract "A-1," according to the plat thereof as recorded in book 118, page 30, of the public records of Broward County, was amended on November 5, 2013 by Agreement between the Board of County Commissioners of Broward County and RaceTrac Petroleum, Inc. The current notation shown on the face of the plat was recorded by RaceTrac Petroleum in ORB 51051 997. The Central Charter School property is platted as a portion of Tract "A-2."



The Development Review Committee (DRC) first reviewed this application on August 10, 2021 offering comments related to a specifically delineated lot/parcel (Tract A-3) that the Committee believed was missing from the proposed sketch of description, as particularly described in the proposed plat note below:

- > Tract A-1 is restricted to a service station with 24 fueling positions which includes a convenience store and carwash. Tract A-2 is limited to 51,000 square feet of office, 144,900 square feet of retail and 25,600 square feet of warehouse. Tract A-3 is limited to an 80,000 SF K-8 Charter school and 15,000 square foot daycare/preschool.

V. Analysis

Standards for reviewing plat amendments are shown in Section 509. *Subdivision plat approval* of the LDRs. Pursuant to Subsection 509.11, modification to recorded plats may require that any or all of the following items be provided and approved:

- Current survey
- Sketch plat
- Master parking plan
- Secondary access plan
- Alley, access, drainage, utility, planting, or other easements
- Paving and drainage plan
- Sewer and water.

The Applicant has complied with submittal of the above requirements, as part of the petitions for rezoning, site plan and variances. The school expansion is proposed to be gated with the main entrance along the eastern property line off the shared access road (easement) with RaceTrac and Lakes Medical Center, LLC. The Development Review Committee (DRC) voiced some concerns about lack of adequate drainage, vehicular and pedestrian safety at the project access to/from North SR 7, and made the following recommendations:

- Applicant should verify that the main entrance gate and guard house be relocated within the property boundary; or
- Verify that project (sketch of description and plans) be revised showing a boundary lot line adjustment (relocation of property boundaries) along the main entrance prior to City Commission consideration.
- Provide an external sidewalk connection from the end of the proposed internal covered walkway at the gate, through/along the access road, to the sidewalk on North State Road 7;
- Confirm that an integrated approach to drainage (catch basin and storm pipes) issues be addressed at the main entrance and along the shared access road; and

In response to the DRC recommendations, On November 16, 2021, the Applicant met with staff and representatives from adjoining property owners (interested parties) to look at ways on how the drainage and sidewalk improvements can be carried out. At this

meeting, the adjacent property owners (Lakes Medical Center and Central Charter) also looked for ways to transfer a small portion of land between their adjacent parcels.

VI. Staff Recommendations and Conclusions

Staff recommends approval of this application with conditions based upon the findings and analysis shown within this report. Should the Planning and Zoning Board move to recommend approval of this plat note change, staff recommends the following conditions:

1. Specifically delineate/represent tract a-2 and tract a-3 on a new survey/sketch of description for "Oakland Commercial Properties North" plat.
2. Approval of a Final Site Plan, pursuant to a Development Agreement in accordance with Section 1108.3 of the City's Land Development Regulations.
3. Prior to City Commission consideration, the Applicant shall agree to pay a proportionate fee/share of proposed expansion in lieu of taxes of \$15,000 payable October 1 for the next ten fiscal years following approval. The Applicant and City believe that it is fair and reasonable for the Applicant to contribute annually this sum of money intended to offset a portion of the costs of any municipal services which are funded by tax revenues that may be provided to the Property, and that this payment will serve the good and welfare of the owners, employees, students and parents of Central Charter School.
4. Developer shall acknowledge and agree to voluntarily contribute its fair share (not to exceed Twenty-Five percent (25%)) for design and construction of a Five (5) Foot sidewalk along the shared (easement) access road from/to North SR 7 ("Sidewalk Improvements"). The estimated cost for the design and construction of the Sidewalk Improvements is approximately Seventy Thousand and No/100 (\$70,000.00) Dollars as of June, 2022. Accordingly, Developer acknowledges and agrees that its contribution for the Side Improvements would be approximately Seventeen Thousand Five Hundred and No/100 (\$17,500.00) Dollars ("Developer's Sidewalk Improvement Contribution"). In the event the City, the Developer and the other adjacent property owners are unable to reach agreement concerning the Sidewalk Improvements within One Hundred Eighty (180) days from the date of Developer's execution of this Agreement, then Developer shall pay Developer's Sidewalk Improvement Contribution to the City and such payment shall be used by the City solely for the purpose of constructing the Sidewalk Improvements. Upon payment of Developer's Sidewalk Improvement Contribution, Developer shall have no further obligation to the City concerning such Sidewalk Improvements.

5. In consideration of Developer's intended development of the Property in accordance with Final Site Plan, the Parties' acknowledges Developer's prospective intent to expand the operation of its public charter school to accommodate a maximum buildout of One Thousand Six Hundred (1,600) students, grades K through 12 ("Buildout"). In the event of the occurrence of Developer's Buildout, written notice of buildout ("Notice of Buildout") shall be provided by Developer to the City within ninety (90) days prior to Buildout, the Parties agree that the City may provide a written notice of material traffic impacts ("Notice of Material Traffic Impact") to Developer not later than 180 days after the actual Buildout date. In such event, Developer shall provide the City with Developer's updated traffic impact analysis report, within One Hundred Eighty (180) days of receipt of the Notice of Material Traffic Impact and shall within ninety (90) days mitigate such traffic impacts in accordance with Developer's updated traffic impact analysis report. Such mitigation may include, but is not limited to signage, traffic signalization at N SR 7 and NW 46th Street, and traffic patrol. Nothing herein shall be construed to exempt Developer from complying with the LDRs, and all other applicable rules, regulations, codes and laws in effecting or employing any mitigation plans.
6. Developer agrees and will cooperate, in good faith, with the City to share the use of Developer's sports and recreational facilities, as stated in Article IX, Section 9 of the Third Amended and Restated Interlocal Agreement for Public School Facility Planning and allow at least six (6) official City sponsored athletic league tournaments on its exterior recreational areas. The City shall provide security, and indemnify the School for such activities, however nothing herein is intended or shall be construed to as a waiver of its sovereign immunity, nor the City's consent to be sued by any third parties in any matters arising out of such activities. Advance notice shall be provided by City to School. In the event of a conflict of scheduling, the School event shall take priority.
7. Pursuant to LDR 508.15 (Drainage) and as determined by the Director of Engineering/City Engineer, the Developer shall require a duly licensed engineer to prepare the drainage report including analysis and calculations necessary to (a) assess the existing conditions within the access easement and (b) determine if any off-site drainage improvements are required per South Florida Water Management District (SFWMD) standards/regulations ("Report"). Applicant shall design and construct any necessary on-site drainage improvements within One Hundred Eighty (180) days from the receipt of the Report and shall eliminate the need for any off-site drainage improvements.
8. Developer shall submit letters from all utility companies stating "no objection" to or having enough capacity to serve the proposed development.

Planning and Zoning Board Recommendation:

At its December 7, 2021 special meeting, the Planning & Zoning Board made a motion to continue the meeting to the next regular meeting to allow resolution on the conditions of approval of the rezoning application, as proposed by staff.

At the May 26, 2022 Planning & Zoning Board meeting, a favorable recommendation (Motion carried 4-0) was forwarded to the City Commission.

Attachments/Exhibits:

- A. Location Map
- B. Future Land Use and Zoning Map
- C. Applicant's Documentation

EXHIBIT A Location Map



EXHIBIT B Land Use and Zoning Map




	Land Use and Zoning Map
Application No. 03-PL-21 Central Charter K-8 School	Development Services Department 05/26/2022

EXHIBIT C
Applicant's Documentation

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: No

Contract Requirement: No

Title

RESOLUTION 2022-069 APPROVING, WITH CONDITIONS, THE REVISED FINAL SITE PLAN APPLICATION NO. 04-SP-21 SUBMITTED BY KIMLEY-HORN & ASSOCIATES, ON BEHALF OF AND AS AGENT FOR ASSISTANCE UNLIMITED, INC., REQUESTING APPROVAL OF THAT CERTAIN FINAL SITE PLAN PREPARED BY JOSHUA D. HORNING, P.E. OF KIMLEY HORN AND ASSOCIATES

Summary

This resolution is a request for a Final Site Plan approval to replace the existing one story school building with a new +/- 110,000 sq. ft 3 story school facility with 74 classrooms.

Staff Recommendation

Background:

Staff recommends approval with conditions based upon the findings and analysis shown within the report.

Funding Source:

Fiscal Impact:

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

Meeting Date: 6/28/2022

ATTACHMENTS:

Description	Type
❑ Resolution 2022-069 Major Site Plan (App# 04-SP-21)	Resolution
❑ Exhibit A - Site Plan Application	Exhibit
❑ Exhibit B - Site Plan Drawings	Exhibit
❑ Exhibit C - Development Agreement	Exhibit
❑ Central Charter- Site Plan Interoffice Memorandum	Backup Material

RESOLUTION 2022-069

A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA APPROVING, WITH CONDITIONS, THE REVISED FINAL SITE PLAN APPLICATION NO. 04-SP-21 ("APPLICATION") SUBMITTED BY KIMLEY-HORN & ASSOCIATES, ON BEHALF OF AND AS AGENT FOR ASSISTANCE UNLIMITED, INC., REQUESTING APPROVAL OF THAT CERTAIN FINAL SITE PLAN PREPARED BY JOSHUA D. HORNING, P.E. OF KIMLEY HORN AND ASSOCIATES, UNDER PROJECT 140553000, DATED DECEMBER 3, 2021, 2022 (INCLUDING SHEET NUMBERS C0.00 THROUGH C1.02) ("FINAL SITE PLAN") PROVIDING FOR EXPANSION AND REDEVELOPMENT OF THE EXISTING K-8 CHARTER SCHOOL AND CHILD CARE CENTER COMMONLY KNOWN AS CENTRAL CHARTER SCHOOL BY REPLACING EXISTING ONE STORY SCHOOL BUILDING ON THE WESTERN PARCEL WITH NEW +/- 110,000 SQ. FT. THREE-STORY CORE CHARTER SCHOOL FACILITY; FURTHER PROVIDING FOR RECONFIGURATION AND PLACEMENT OF ATHLETIC FIELDS, LANDSCAPING AND PARKING AREA IMPROVEMENTS; PROVIDING FOR APPROVAL OF THAT CERTAIN DEVELOPMENT AGREEMENT BY AND BETWEEN APPLICANT AND THE CITY ("DEVELOPMENT AGREEMENT"); SAID APPLICATION, FINAL SITE PLAN AND DEVELOPMENT AGREEMENT ARE ATTACHED HERETO AS **EXHIBIT A**, **EXHIBIT B** AND **EXHIBIT C** RESPECTIVELY, COPIES OF WHICH MAY INSPECTED IN THE OFFICE OF THE CITY CLERK; PROVIDING FOR THE ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Assistance Unlimited, Inc. ("Applicant") is the owner of that certain developed land located at 4487-4695 North State Road 7 and 4645 North State Road 7 within the City of Lauderdale Lakes ("City") and identified by the Broward County Property Appraiser under Folio Nos. 494113210011 and 494113210014 ("Property"). The Property is currently zoned B-2 (Community Business District) and Community Facilities (CF) District;

WHEREAS, the Applicant, through its agent, Kimley Horn & Associates ("Site Planner"), submitted Application No. 04-SP-21 ("Application") to the City requesting a Major Site Plan Revision for the expansion of the existing Central Charter School Campus located at 4487 and

1 4645 North State Road 7, approximately ¼ mile south of the intersection of Commercial
2 Boulevard and State Road 7/441;

3 WHEREAS, Applicant proposes to replace the existing one-story school building on the
4 western parcel with a new +/- 110,000 sq. ft. three-story core school facility with Seventy-Four
5 (74) classrooms in its place and reconfigure the placement of the athletic fields and provide
6 improvements to landscaping in the parking lot areas to beautify the Property all as depicted and
7 set forth in the Final Site Plan, attached hereto as Exhibit B;

8 WHEREAS, the City's Development Service Department has reviewed the Application,
9 including the Final Site Plan, and further compiled a written Interoffice Memorandum
10 ("Memorandum"), to be presented and discussed at the City Commission Meeting to be held on
11 June 28, 2022, as revised, summarizing the facts of the Applicant's Final Site Plan and including
12 all relevant documents and transmitted such Memorandum and Application to the Planning and
13 Zoning Board ("Board");

14 WHEREAS, at its December 7, 2021 Special Meeting, the Planning and Zoning Board tabled
15 the Memorandum and Application for further consideration at the next meeting. At its January
16 27, 2022 Regular Meeting, the Planning and Zoning Board unanimously provided a favorable
17 recommendation, with conditions, for the Application, including the Final Site Plan, and City Staff'
18 Memorandum to be forwarded to the City Commission;

19 WHEREAS, at its February 22, 2022 Regular Meeting, the City Commission tabled the
20 Memorandum and Application for further consideration at the next meeting;

21 WHEREAS, in addition to the Application, Applicant also has the following applications for
22 the Property which are co-pending and being considered by the City Commission concurrently:

(1) Application No. 3-RZ-21 Rezoning from B2 to CF District, (2) Application No. 03-VA-21 requesting variances from subsection 1001.9(s) of Chapter 10 of the City Land Development Regulations, and (3) Application No. 03-PL-21 requesting a statement of no-objection to Broward County in connection with Applicant's request to amend the note on the face of the plat known as "Oakland Commercial Properties North" (collectively, the "Development Applications");

WHEREAS, based on the assessment and findings contained within this report, City Staff is recommending that the Planning and Zoning Board approve the Application subject to the following conditions:

(1) Concurrent approval by the City Commission of the Development Applications, including all such conditions as may be applicable to each co-pending application;

(2) That the Applicant specifically delineate/represent Tract A-2 and Tract A-3 on a new survey/sketch of description for "Oakland Commercial Properties North" plat;

(3) Approval of that certain Final Site Plan prepare by Joshua D. Horning, P.E. of Kimley Horn and Associates, under Project 140553000, dated December 3, 2021 (including Sheet Numbers C0.00 through C1.02) (Exhibit B of this Resolution) and execution by Applicant of that certain Development Agreement (Exhibit C of this Resolution) in accordance with Section 1108.3 of the City's Land Development Regulations;

(4) Applicant's agreement to pay a proportionate fee/share of proposed expansion in lieu of taxes in an amount not to exceed Fifteen Thousand and No/100 (\$15,000.00) Dollars payable on or before October 1 for the next ten (10) consecutive fiscal years following approval by the City of the Development Applications. Applicant and City deem Applicant's annual contribution to be a fair and reasonable offset to a portion of the total costs of municipal services, which are funded by tax revenues, to be provided to the Property, and further such annual contribution will serve the best interest and welfare of the owners, employees, students and parents of the Central Charter School;

(5) Applicant shall acknowledge and agree to voluntarily contribute their fair share (not to exceed Twenty-Five percent (25%)) for design and construction of a Five (5) Foot sidewalk along the shared (easement) access road from/to North SR 7. The estimated cost for the design and construction of the sidewalk is approximately Seventy Thousand and No/100 (\$70,000.00) Dollars as of June, 2022; accordingly, Applicant acknowledges that its estimated contribution would be approximately Seventeen Thousand Five Hundred and No/100 (\$17,500.00) Dollars. In the event the City, the Applicant and the other

1 adjacent property owners fail to come to an agreement on moving forward with the
2 design and construction of the sidewalk within One Hundred Eighty (180) days from the
3 date of approval of this Application by the City Commission, this condition shall be null
4 and void;

5
6 (6) In conjunction with the Site Plan's proposed school expansion to One Thousand Six
7 Hundred (1,600) students at buildout, should the City notify the Applicant within One
8 Hundred Eighty (180) days of significant adverse traffic impacts after buildout, the
9 Applicant shall provide the City with an updated traffic impact analysis report, within One
10 Hundred Eighty (180) days of receiving notice from the City, and shall within ninety (90)
11 days mitigate such traffic impacts in accordance with the updated traffic impact analysis
12 report. Such mitigation may include, but is not limited to signage, traffic signalization at
13 N SR 7 and NW 46th Street, and traffic patrol;

14
15 (7) Applicant shall agree and cooperate with the City to share the use of Applicant's sports
16 and recreational facilities, as stated in Article IX, Section 9 of the Third Amended and
17 Restated Interlocal Agreement for Public School Facility Planning and allow at least six (6)
18 official City sponsored athletic league tournaments on its exterior recreational areas. The
19 City shall provide security, and indemnify the School for such activities, however nothing
20 herein is intended or shall be construed to as a waiver of its sovereign immunity, nor the
21 City's consent to be sued by any third parties in any matters arising out of such activities.
22 Advance notice shall be provided by City to School. In the event of a conflict of scheduling,
23 the School event shall take priority;

24
25 (8) Pursuant to LDR 508.15 (Drainage) and as determined by the Director of
26 Engineering/City Engineer, the Applicant shall require a duly licensed engineer to prepare
27 the drainage report including analysis and calculations necessary to (a) assess the existing
28 conditions within the access easement and (b) determine if any off-site drainage
29 improvements are required per South Florida Water Management District (SFWMD)
30 standards/regulations ("Report"). Applicant shall design and construct any necessary on-
31 site drainage improvements within One Hundred Eighty (180) days from the receipt of the
32 Report and shall eliminate the need for any off-site drainage improvements; and

33
34 (9) Developer shall submit letters from all utility companies to the City confirming that
35 each respective utility company either has "no objection" to or has sufficient capacity to
36 serve the Applicant's Project.

37
38 WHEREAS, the following co-pending applications for the Property are being reviewed by
39 the Commission concurrently: (1) Application No. 3-RZ-21 Rezoning from B2 to CF District, (2)
40 Application No. 03-VA-21 requesting variances from subsection 1001.9(s) of Chapter 10 of the
41 City Land Development Regulations, and (3) Application No. 03-PL-21 requesting a statement of

no-objection to Broward County in connection with Applicant's request to amend the note on the face of the plat known as "Oakland Commercial Properties North."

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

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

SECTION 2. APPROVAL WITH CONDITIONS: Revised Final Site Plan Application No. 04-SP-21 submitted by Assistance Unlimited, Inc. as agent for and on behalf of Kimley-Horn & Associates, a copy of which is attached to this Resolution as **Exhibit A**; and further Final Site Plan, prepared by Joshua D. Horning, P.E. of Kimley Horn and Associates, under Project 140553000, dated December 3, 2021 (including Sheet Numbers C0.00 through C1.02, attached hereto as **Exhibit B**; and further the Development Agreement, attached hereto as **Exhibit C**, all providing for the development of the Property described herein are hereby approved, however subject to each of the specific conditions set forth and described on pages 3 and 4 of this Resolution, and subject to such further restrictions, limitations, and conditions which were imposed by the City Commission during the public hearings wherein this Resolution was considered and subject to Applicant's compliance with all of the applicable City's Codes and Ordinances.

SECTION 3. INSTRUCTIONS TO THE CITY CLERK: The City Clerk is hereby authorized to take any and all action necessary to effectuate the intent of this Resolution.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

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

ADOPTED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES AT ITS REGULAR MEETING HELD JUNE 28, 2022.

HAZELLE ROGERS, MAYOR

ATTEST:

VENICE HOWARD, CMC, CITY CLERK

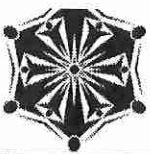
Approved as to form and legality
for the use of and reliance by the
City of Lauderdale Lakes only:

Sidney C. Calloway, City Attorney

Sponsored by: Tanya Davis-Hernandez, Director of Development Services

VOTE:

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



LAND DEVELOPMENT APPLICATION FORM

This application must be completed in full and submitted with the appropriate Affidavit and/or Disclosure Forms. If owner of the property is not the applicant and will not be present at the hearing, the Owner Affidavit and/or Power of Attorney must be completed and signed by the property owner. In addition, if the property owner is a Corporation, Partnership, Limited Partnership, or Trustee, a separate Disclosure of Interest Form must be completed. Refer to the "Submittal Checklist" and "Application Instructions" to determine the supplemental documentation required for each application. Applications are not automatically scheduled for a particular meeting date. Prior to processing applications, staff must determine completeness. All applicants must have a pre-application conference with staff, prior to filing application(s). **PLEASE DATE THIS APPLICATION.**

TYPE OF APPLICATION

(Complete one application for each request)

Date 2/12/2021

- | | |
|---|--|
| <input checked="" type="checkbox"/> Rezoning | <input checked="" type="checkbox"/> Site Plan Approval |
| <input type="checkbox"/> Land Use Plan Amendment | <input type="checkbox"/> Appeal of Administrative Interpretation |
| <input type="checkbox"/> Text Amendment to Modify Zoning Code | <input checked="" type="checkbox"/> Variance |
| <input type="checkbox"/> Conditional Use | |
| <input type="checkbox"/> Right-of-Way Vacation | |
| <input type="checkbox"/> Platting or Replatting of a Subdivision,
or a Portion Thereof | |
| <input checked="" type="checkbox"/> Other <u>Delegation Request</u> | |

PLEASE PRINT OR TYPE

Name of Owner:	ASSISTANCE UNLIMITED INC.		
Mailing Address: 4515 N STATE ROAD 7 LAUDERDALE LAKES, FLORIDA 33319			
Business Telephone:	N/A	Home:	N/A
		Fax:	N/A
Name of Applicant (if different from owner):			
I am the (check one): <input type="checkbox"/> Attorney Representing Owner <input type="checkbox"/> Prospective Purchaser <input type="checkbox"/> Contractor and/or Architect <input type="checkbox"/> Representative/Agent <input type="checkbox"/> Tenant			
Mailing Address:			
Business Telephone:		Home:	
		Fax:	
Name of Representative (if different from owner and Applicant):		MARK RICKARDS, AICP, KIMLEY-HORN & ASSOCIATES, INC.	
I am the (check one): <input type="checkbox"/> Attorney Representing Owner/Applicant <input type="checkbox"/> Contractor and/or Architect <input checked="" type="checkbox"/> Other (please specify) REPRESENTATIVE/AGENT			
Mailing Address: 1615 S CONGRESS AVENUE, SUITE 201, DELRAY BEACH, FL 33445			
Business Telephone:	561-404-7244	Home:	N/A
		Fax:	N/A

Location of Subject Property: 4487-4695 N. STATE ROAD 7 AND 4645 N. STATE ROAD 7

Property Size: *PLEASE SEE PROPERTY APPRAISER SHEETS ATTACHED.

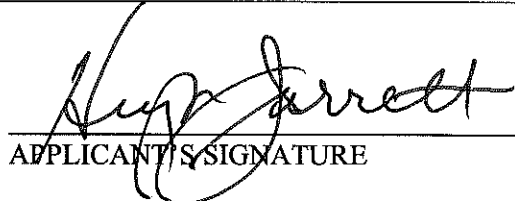
Present Zoning: B-2 COMMUNITY BUSINESS DISTRICT

Present Land Use Designation: 72- PRIVATE SCHOOLS AND COLLEGES

Folio Number: 4941 13 21 0011 AND 4941 13 21 0014

Full Legal Description (attach additional sheets, if necessary): * PLEASE SEE PROPERTY APPRAISER SHEETS ATTACHED.


Brief Description of Request




APPLICANT'S SIGNATURE

IF THE APPLICANT IS THE PROPERTY OWNER, PLEASE COMPLETE AND SIGN BELOW:

I, being duly sworn, depose and say that I am the owner of the described real property. I acknowledge that I am subject to penalties of law, including the laws on perjury, and to possible revocation of any approvals for any false or misleading statements provided in the subject Application.



PROPERTY OWNER'S SIGNATURE



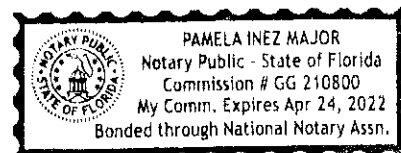
PROPERTY OWNER (PRINT NAME)

Sworn to and subscribed before me this 11th
day of March, 2021



NOTARY PUBLIC, STATE OF FLORIDA

My commission expires: April 24, 2022



DEVELOPMENT APPLICATION OWNER CERTIFICATION

(Please complete all that apply)

For use when petitioner is the Owner of subject property:

This is to certify that I am the owner of the subject lands described in the above application. I understand that I am responsible for complying with all application requirements prior to this petition being scheduled for any public hearing. I also understand that it is my responsibility to comply with the City's requirements regarding quasi-judicial proceedings. This further certifies that I have read this petition and the statements contained herein are true and correct.

Hugh Jarrett
Print name of Petitioner

Hugh Jarrett
Signature of Petitioner

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was Sworn to and Subscribed before me this 10th of March, 2021, by Hugh Jarrett, who is personally known to me or who has produced _____ as identification.

Pamela Inez Major
Printed Name of Notary Public

Pamela Inez Major
Signature of Notary Public

My Commission Expires: April 24, 2022



For use when petitioner is NOT the Owner of the Subject Property:

This is to certify that I am the owner of subject lands described in the above petition. I have authorized _____ to make and file the aforesaid petition. This further certifies that I have read this petition and the statements contained herein are true and correct.

Print name of Petitioner

Signature of Petitioner

STATE OF _____

COUNTY OF _____

The foregoing instrument was Sworn to and Subscribed before me this _____ of _____, 20____, by _____, who is personally known to me or who has produced _____ as identification.

Printed Name of Notary Public

Signature of Notary Public

My Commission Expires: _____

Tenant or Owner Affidavit

I, _____ being first duly sworn, depose and say that I am the owner/tenant of the property described and which is the subject matter of the proposed hearing; that all the answers to the questions in this application, and all sketch data and other supplementary matter attached and made part of the application are honest and true. I understand this application must be completed and accurate before a hearing can be advertised. In the event that I or any one appearing on my behalf is found to have made a material misrepresentation, either oral or written regarding this application, I understand that any development action may be voidable at the option of the City.

Print Name

Signature

STATE OF _____

COUNTY OF _____

The foregoing instrument was Sworn to and Subscribed before me this _____ of _____, 200__, by _____, who is personally known to me or who has produced _____ as identification.

Printed Name of Notary Public

Signature of Notary Public

My Commission Expires:

Attorney Affidavit

I, _____, being first duly sworn, depose and say that I am a State of Florida Attorney at Law, and I am the Attorney for the Owner/Applicant of the property described and which is the subject matter of the proposed hearing, that all the answers to the questions in this application, and all sketch data and other supplementary matter attached to and made a part of this application are honest and true. I understand this application must be complete and accurate before a hearing can be advertised. In the event that I or any one appearing on my behalf is found to have made a material misrepresentation, either oral or written, regarding this application, I understand that any development action may be voidable at the option of the City.

Print name of Petitioner

Signature of Petitioner

STATE OF _____

COUNTY OF _____

The foregoing instrument was Sworn to and Subscribed before me this _____ of _____, 200__, by _____, who is personally known to me or who has produced _____ as identification.

Printed Name of Notary Public

Signature of Notary Public

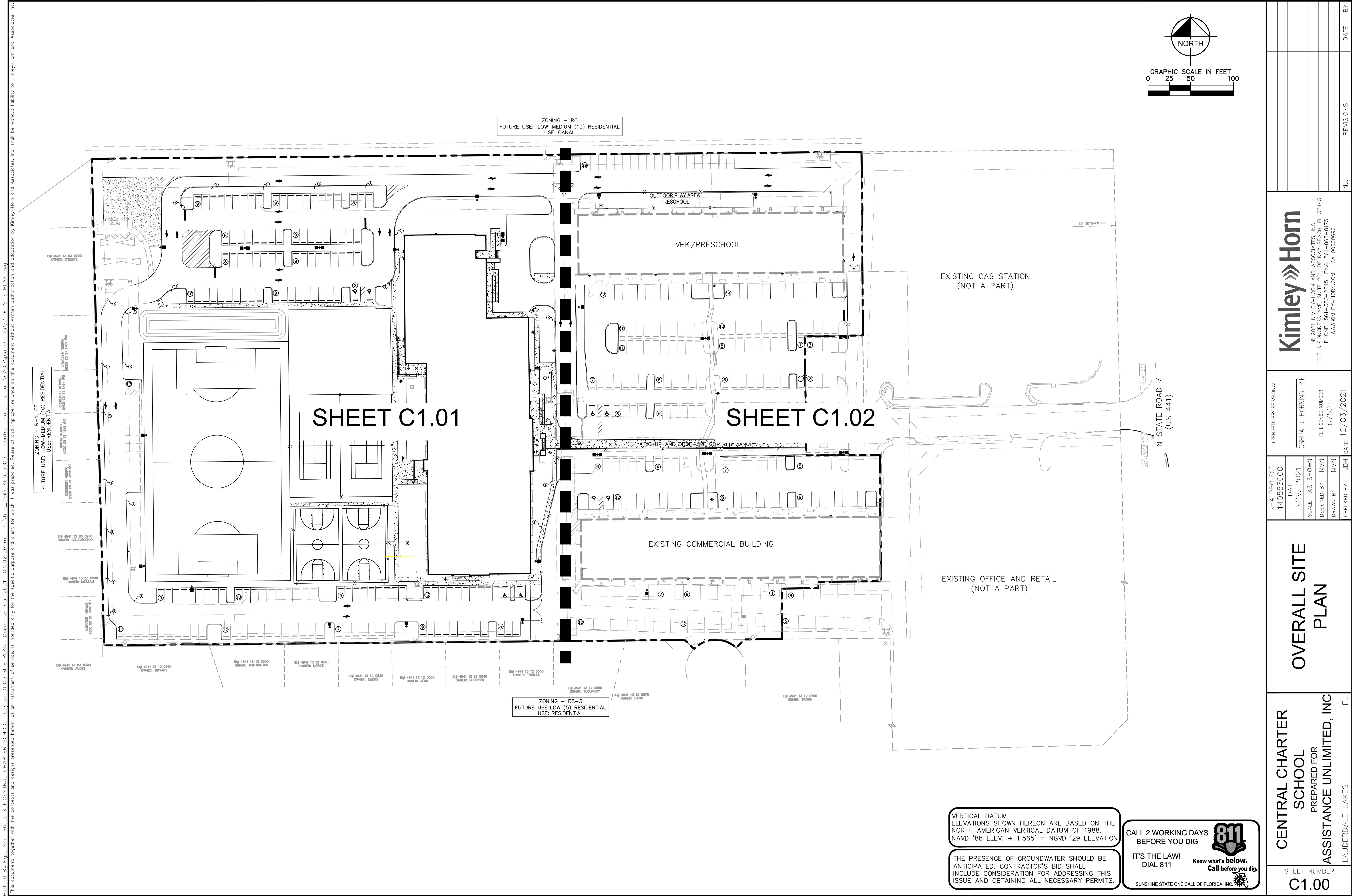
My Commission Expires:

Corporation Affidavit

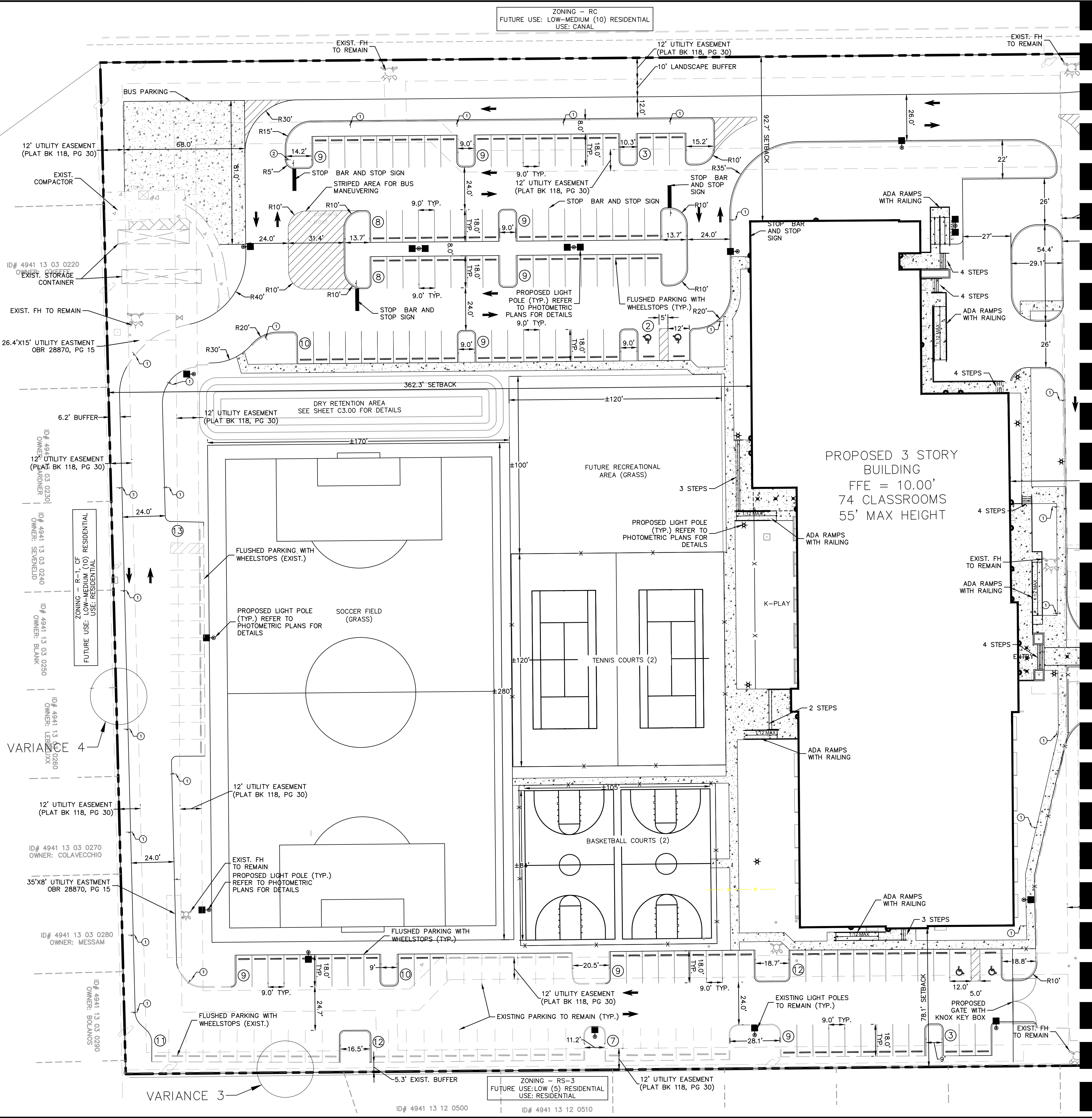
I/We, _____ being first duly sworn, depose and say that I/we am the President/Vice President, and Secretary of the aforesaid corporation, and as such, have been authorized by the corporation to file this application for public hearing; that all answers to the questions in said application and all sketches, data and other supplementary matter attached to and made a part of this application are honest and true; that said corporation is the owner/tenant of the property described herein and which is the subject matter of the proposed hearing. We understand that this application must be complete and accurate before a hearing can be advertised. In the event that I or any one appearing on our behalf is found to have made a material misrepresentation, either oral or written, regarding this application, I understand that any development action may be voidable at the option of the City.

Print Name

Signature



Plotted By: Nps, NHI. Sheet Set: CENTRAL CHARTER SCHOOL. Layout: C1.01 SITE PLAN. December 03, 2021. 03:02:33pm. K:\bcd-civil\140553000 - central charter school\CADD\plansheets\C1.00 SITE PLAN.dwg
This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



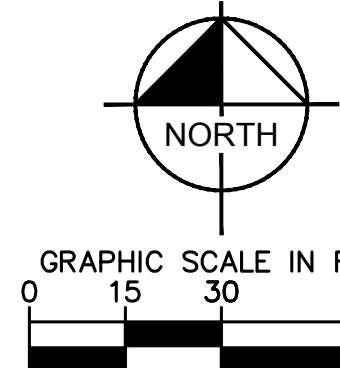
12"x18"
RED TEXT ON WHITE
BACKGROUND

1



R5-1 SIGN
NTS

2



SITE DATA:

SITE AREA	
TOTAL SITE AREA	11.44 AC. (498,281 SF)
ZONING CLASSIFICATION	
JURISDICTION	LAUDERDALE LAKES
EXISTING & PROPOSED ZONING	CF
TAX FOLIO NUMBER	
494113-21-0014	
494113-21-0011	
USES PROPOSED	
EXISTING	CHARTER SCHOOL
PROPOSED DEVELOPMENT	CHARTER SCHOOL
FLOOR AREA RATIO	
DENSITY	109,731 SF / 498,325 SF = 0.22 N/A
BUILDING SPACE	
PERVIOUS AREA	91,040 SF/2.09 AC
IMPERVIOUS AREA	141,134 SF/3.24 AC 266,151 SF/6.11 AC

PARKING SUMMARY		SPACES REQ'D	SPACES PROVIDED
CHARTER SCHOOL	RATIO REQUIRED		
	1 SP PER CLASSROOM (74)	209	
EXIST. NORTH BLDG	+5 FOR VISITORS		
	+1 SP PER STAFF (130)		386
PRE-SCHOOL	1 SP PER 250 SF (6,673)	65	
EXIST. SOUTH BLDG	1 SP PER 400 SF (15,000 SF)		
	1 SP PER 250 SF (24,472 SF)	98	
TOTAL		372	386
HANDICAP			9
LANDSCAPE BUFFERS			
NORTH			10'
SOUTH			5.4'
EAST			0.0'
WEST			3.4'
SETBACKS		REQUIRED	PROVIDED
FRONT		0'	322.7'
SIDE		25'	78.1', 92.1'
REAR		20'	362.3'

SITE PLAN NOTES

- ALL RADII ARE 3' UNLESS OTHERWISE NOTED.
- REFER TO LANDSCAPE PLANS FOR PLANTING AND DETAILS.

VARIANCE CHART			
	ULDC CODE	REQUIRED	PROVIDED
VARIANCE 1	1001.9 (C) PERIMETER LANDSCAPING	10' BUFFER	0' (EXISTING CONDITION)
VARIANCE 2	1001.9 (C) PERIMETER LANDSCAPING	10' BUFFER	0' (EXISTING CONDITION)
VARIANCE 3	1001.9 (C) PERIMETER LANDSCAPING	10' BUFFER	5.4'
VARIANCE 4	1001.9 (C) PERIMETER LANDSCAPING	10' BUFFER	6.2'

VERTICAL DATUM
ELEVATIONS SHOWN HEREON ARE BASED ON THE
NORTH AMERICAN VERTICAL DATUM OF 1988.
NAVD '88 ELEV. + 1.565' = NGVD '29 ELEVATION

THE PRESENCE OF GROUNDWATER SHOULD BE
ANTICIPATED. CONTRACTOR'S BID SHALL
INCLUDE CONSIDERATION FOR ADDRESSING THIS
ISSUE AND OBTAINING ALL NECESSARY PERMITS.

CALL 2 WORKING DAYS
BEFORE YOU DIG

IT'S THE LAW!
DIAL 811

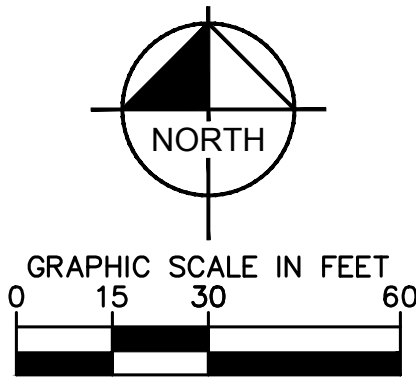
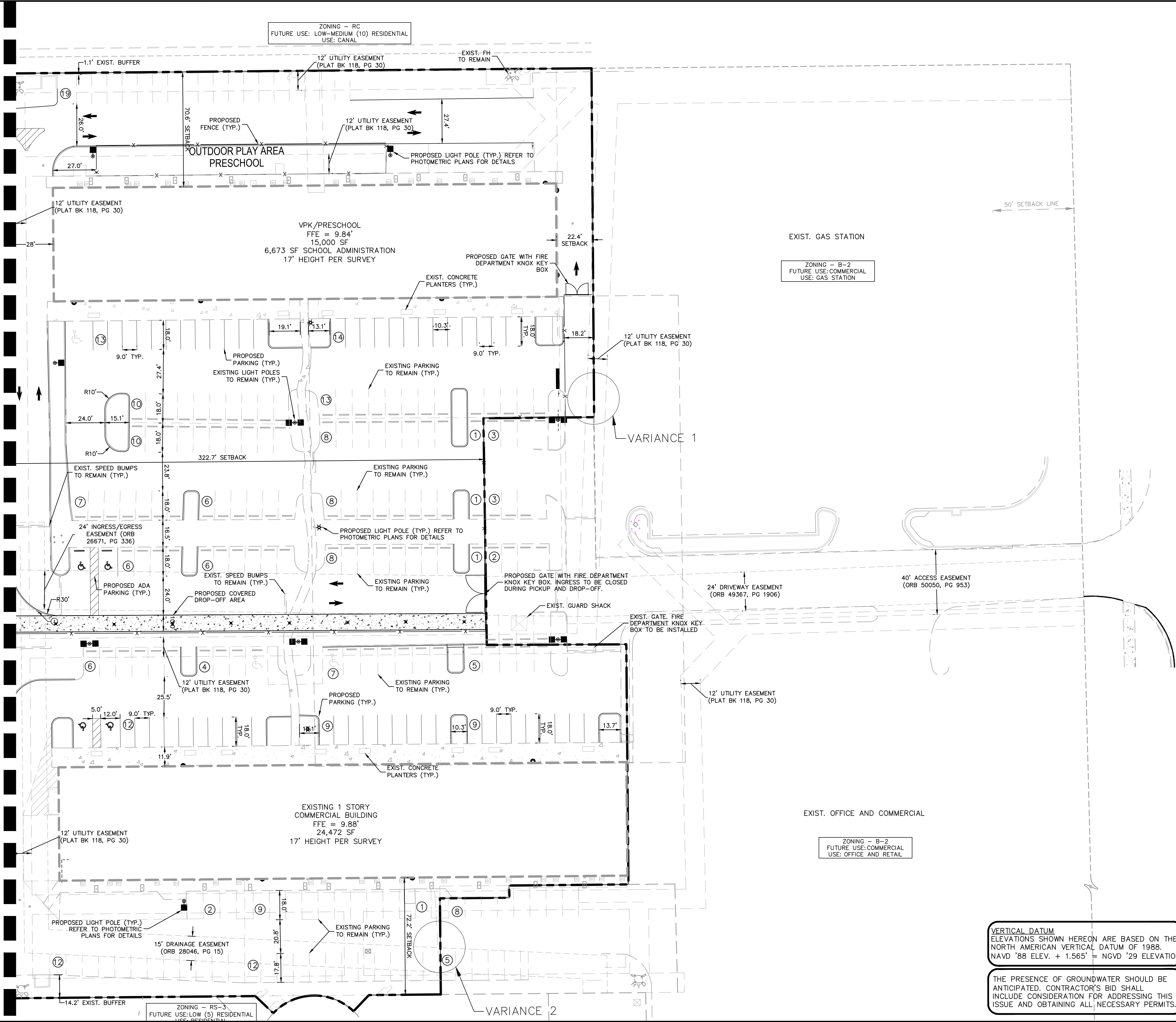
Know what's below.
Call before you dig.

SUNSHINE STATE ONE CALL OF FLORIDA, INC.

KHA PROJECT 140553000		DATE NOV. 2021		SCALE AS SHOWN		DESIGNED BY NHN		DRAWN BY NHN		CHECKED BY JDH		DATE 12/03/2021													
LISCENSED PROFESSIONAL		JOSHUA D. HORNING, P.E.		FL LICENSE NUMBER 67505																					
SHEET NUMBER C1.01																									
CENTRAL CHARTER SCHOOL PREPARED FOR ASSISTANCE UNLIMITED, INC LAUDERDALE LAKES																									
Kimley»Horn																									
© 2021 KIMLEY-HORN AND ASSOCIATES, INC. 1815 S. CONGRESS AVE., SUITE 200, BOCA RATON, FL 33445 PHONE: 561-330-2345 FAX: 561-863-8175 WWW.KIMLEY-HORN.COM CA 00000696																									
REVISIONS																									
DATE																									
BY																									

Plotted By: Nps, NHI - Sheet Set: CENTRAL CHARTER SCHOOL - Layout: C1.02 SITE PLAN - December 03, 2021 03:02:37pm K:\bld_civil\140553000 - central charter school\CADD\plansheets\C1.00 SITE PLAN.dwg
This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

MATCHLINE - SEE SHEET C1.01



12"x18"
RED TEXT ON WHITE
BACKGROUND
1

N STATE ROAD 7
(US 441)

VERTICAL DATUM
ELEVATIONS SHOWN HEREON ARE BASED ON THE
NORTH AMERICAN VERTICAL DATUM OF 1988.
NAVD '88 ELEV. + 1.565' = NGVD '29 ELEVATION

THE PRESENCE OF GROUNDWATER SHOULD BE
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Know what's below.
Call before you dig.

SUNSHINE STATE ONE CALL OF FLORIDA, INC.

KHA PROJECT 140553000				LICENSED PROFESSIONAL			
DATE NOV. 2021				JOSHUA D. HORNING, P.E.			
SCALE AS SHOWN				FL LICENSE NUMBER 67505			
DESIGNED BY NHN				DATE 12/03/2021			
DRAWN BY NHN				CHECKED BY JDH			
CENTRAL CHARTER SCHOOL				SITE PLAN			
PREPARED FOR ASSISTANCE UNLIMITED, INC				SHEET NUMBER C1.02			
LAUDERDALE LAKES, FL				REVISIONS			
				DATE			
				BY			

Kimley»Horn

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1815 S. CONGRESS AVE., SUITE 200, BOCA RATON, FL 33445
PHONE: 561-330-2345 FAX: 561-863-8175
WWW.KIMLEY-HORN.COM CA 00000696

Return to: (enclose self-addressed
stamped envelope)

Name: Sidney C. Calloway, Esq.
Address: Shutts & Bowen LLP
200 East Broward Blvd.,
Suite 2100
Fort Lauderdale, FL 33301

This Instrument Prepared by:
Sidney C. Calloway, Esq.
Shutts & Bowen LLP
200 East Broward Blvd.
Suite 2100
Fort Lauderdale, FL 33301

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR PROCESSING DATA

**DEVELOPMENT AGREEMENT
BETWEEN
ASSISTANCE UNLIMITED, INC. AND THE CITY OF LAUDERDALE LAKES**

This Development Agreement ("Agreement") is made as of this __ day of ____ 2022, and in accordance with that certain Resolution No. 2022-____, adopted by the City Commission of Lauderdale Lakes on June 28, 2022 ("Resolution"), by and between ASSISTANCE UNLIMITED, INC., doing business as the Central Charter School, a Florida not for profit corporation ("Developer") and the CITY OF LAUDERDALE LAKES, a Florida municipal corporation of the State of Florida ("City"), each a "Party," and collectively, the "Parties," as follows:

RECITALS

WHEREAS, Developer is the owner of record of that certain real property located at the 4487-4695 N State Road 7 (Broward County Folio # 494113210011) and 4645 North State Road 7 (Broward County Folio # 494113210014) located in Lauderdale Lakes, Broward County, Florida and which is more particularly described in **Exhibit A**, attached hereto (collectively, the "Property"); and

WHEREAS, the Property is located within the corporate limits of the City, and is currently being used by Developer for the operation of a public charter school governed by, *inter alia*, Chapter 1002, Florida Statutes, the City's Comprehensive Land Use Plan, the Lauderdale Lakes Code ("City Code"), and the applicable Land Development Regulations ("LDRs") existing as of the Effective Date of this Agreement, and as the same may be amended from time; and

WHEREAS, the Property constitutes a development parcel in accordance with the City's LDRs, and Developer intends to redevelop portions of the charter school improvements currently existing on the western portion of the Property; and

WHEREAS, Developer has, through its agent, Kimley-Horn & Associates, Inc. ("Kimley-Horn"), submitted Application No. 04-SP-21 ("Site Plan Application") to the City Commission seeking a development approval for that certain Major Site Plan Revision, prepared by Joshua D. Horning, P.E. of Kimley Horn & Associates, under Project 140553000, signed and sealed on December 3, 2021, including sheet numbers C0.00 through C1.02, together with the architectural submittals and brochure (hereinafter "Final Site Plan") providing for the expansion of the existing Central Charter School Campus located at 4487 and 4645 North State Road 7. Developer has also submitted co-pending applications for development orders for consideration by the City Commission, to wit: Application No. 03-RZ-21 ("Rezoning") seeking a development order amending the zoning amending the City's Official Zoning Map from B-2 (Community Business) to CF (Community Facility); Application No. 03-VA-21 ("Variance") for development order approval variances from Subsections 1001.9, Chapter 10 (Perimeter Landscaping), of the City's Land Development Regulations, respectively; and Application No. 03-PL-21 ("Plat Amendment") seeking a development order authorizing the City Manager to provide a letter of "no objection" to Developer's proposed amendment to the note on the face of the Plat known as "Oakland Commercial Properties North to Broward County Government for" (collectively the "Development Applications"); and

WHEREAS, the Parties recognize the benefits of public-private cooperation and are desirous of finalizing a development agreement which outlines a plan for permitting and development of the Property, including improvements to the existing buffer wall along the eastern property boundary adjacent to the single-family residential neighborhood, and other ancillary infrastructure and roadway improvements; and

WHEREAS, this Agreement is the culmination of negotiations and mutual understandings held by the Parties, and the Parties wish to establish by agreement the terms and conditions under which the Property may be developed; and

NOW, THEREFORE, for and in consideration of mutual covenants and the public interest and other good and valuable considerations herein contained, the receipt and legal sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Recitals.** The foregoing RECITALS are hereby ratified and confirmed as being true, and the same are hereby incorporated by reference and made part of this Agreement.
2. **Purpose.** The purpose of this Agreement is to set forth the procedures, rights and obligations of the Parties with regard to the development of the Property consistent with the City's Comprehensive Plan, LDR and other applicable provisions of the Code of Ordinances, and LDRs, and to otherwise provide for the requirements, commitments and vested rights for developing the Property.

3. **Permitted Land Uses.** Developer shall develop the Property in accordance with the Final Site Plan, attached as Exhibit B to Resolution No. 2022-____, adopted by the City Commission and approving the development of improvements generally known as “Central Charter School ” (the “Development”) on the Property in conformance with the City’s Comprehensive Plan, Land Development Regulations (“LDRs”) and all other applicable local, state and federal rules, regulations, codes and laws; and

4. **Conditions of Approval.** In the event the Final Site Plan submitted under Application No. 04-SP-21 is approved by the City Commission pursuant to Resolution No. 2022-____, such approval is subject to and contingent upon the following terms and conditions:

- A. The Parties’ mutual agreement and Developer’s execution of this Agreement not later than five (5) days of the City Commission adoption of Resolution No. 2022-____;
- B. City Commission’s approval of the Development Applications, as evidenced by the City Commission’s concurrent adoption of such ordinances and resolutions providing for Developer’s Development Applications;
- C. Approval by Broward County of the Plat Amendment to specifically delineate Tract A-2 and Tract A-3 on a new survey and sketch of the description for the “Oakland Commercial Properties North” plat as follows:

From:

Tract A-1 is restricted to a service station with 24 fueling positions which includes a convenience store and carwash. Tract A-2 is limited to 51,000 square feet of office, 144,900 square feet of retail and 25,600 square feet of warehouse.

To:

Tract A-1 is restricted to a service station with 24 fueling positions which includes a convenience store and carwash. Tract A-2 is limited to 51,000 square feet of office, 144,900 square feet of retail and 25,600 square feet of warehouse. Tract A-3 is limited to an 80,000 SF K-8 Charter school and 15,000 square foot daycare/preschool.

- D. Developer’s agreement to pay a proportionate fee/share of proposed expansion in lieu of taxes in an amount not to exceed Fifteen Thousand and No/100 (\$15,000.00) Dollars payable not later than October 1st of each consecutive year for the period beginning October 1, 2022, and ending on October 1, 2031. Developer and City deem Developer’s annual contribution to be a fair and reasonable offset to a portion of the

total costs of municipal services, which are funded by tax revenues, to be provided to the Property, and further such annual contribution will serve the best interest and welfare of the owners, employees, students and parents of the Central Charter School;

- E. Developer shall acknowledge and agree to voluntarily contribute its fair share (not to exceed Twenty-Five percent (25%)) for design and construction of a Five (5) Foot sidewalk along the shared (easement) access road from/to North SR 7 ("Sidewalk Improvements"). The estimated cost for the design and construction of the Sidewalk Improvements is approximately Seventy Thousand and No/100 (\$70,000.00) Dollars as of June, 2022. Accordingly, Developer acknowledges and agrees that its contribution for the Side Improvements would be approximately Seventeen Thousand Five Hundred and No/100 (\$17,500.00) Dollars ("Developer's Sidewalk Improvement Contribution").

In the event the City, the Developer, and the other adjacent property owners are unable to reach agreement concerning the Sidewalk Improvements within One Hundred Eighty (180) days from the date of Developer's execution of this Agreement, then Developer shall pay Developer's Sidewalk Improvement Contribution to the City and such payment shall be used by the City solely for the purposed of constructing the Sidewalk Improvements. Upon payment of Developer's Sidewalk Improvement Contribution, Developer shall have no further obligation to the City concerning such Sidewalk Improvements;

- F. In consideration of Developer's intended development of the Property in accordance with the Final Site Plan, the Parties acknowledge Developer's prospective intent to expand the operation of its public charter school to accommodate a maximum buildout of One Thousand Six Hundred (1,600) students, grades K through 12 ("Buildout"). In the event of the occurrence of Developer's Buildout, which written notice of buildout ("Notice of Buildout") shall be provided by Developer to the City within Ninety (90) days prior to Buildout, the Parties agree that the City may provide a written notice of material traffic impacts ("Notice of Material Traffic Impact") to Developer not later than One Hundred Eighty (180) days after the actual Buildout date. In such event, Developer shall provide the City with Developer's updated traffic impact analysis report, within One Hundred Eighty (180) days of receipt of the Notice of Material Traffic Impact and shall within Ninety (90) days mitigate such traffic impacts in accordance with Developer's updated traffic impact analysis report. Such mitigation may include, but is not limited to signage, traffic signalization at N SR 7 and NW 46th Street, and traffic patrol. Nothing herein shall be construed to exempt

Developer from complying with the LDRs, and all other applicable rules, regulations, codes and laws in effecting or employing any mitigation plans;

- G. Developer agrees and will cooperate, in good faith, with the City to share the use of Developer's sports and recreational facilities, as stated in Article IX, Section 9 of the Third Amended and Restated Interlocal Agreement for Public School Facility Planning and allow at least six (6) official City sponsored athletic league tournaments on its exterior recreational areas. The City shall provide security, and indemnify the School for such activities, however nothing herein is intended or shall be construed to as a waiver of its sovereign immunity, nor the City's consent to be sued by any third parties in any matters arising out of such activities. Advance notice shall be provided by City to Central Charter School. In the event of a conflict of scheduling, the Central Charter School event shall take priority;
- H. Pursuant to LDR 508.15 (Drainage) and as determined by the Director of Engineering/City Engineer, the Developer shall require a duly licensed engineer to prepare the drainage report including analysis and calculations necessary to (a) assess the existing conditions within the access easement, and (b) determine if any off-site drainage improvements are required per South Florida Water Management District ("SFWMD") standards and/or regulations ("Report"). Developer shall design and construct any necessary on-site drainage improvements within One Hundred Eighty (180) days from the receipt of the Report and shall eliminate the need for any off-site drainage improvements;
- I. Developer shall submit letters from all utility companies to the City confirming that each respective utility company either has "no objection" to or has sufficient capacity to serve the Developer's Development;
- J. Developer shall, at all times, comply with all terms, conditions, and provisions imposed by the City Commission, Florida Building and Fire Codes pertaining to life, health, and safety codes for the Development;
- K. The construction and completion of the improvements contemplated herein shall be in strict accordance with the Final Site Plan and rendering as approved at the City Commission meeting of June 28, 2022; provided, however, that allowance shall be made for non-material differences in coloration resulting from the duplication process;
- L. In the event of a disagreement between the City and the Developer, the Final Site Plan, the certified transcript of the June 28, 2022 City Commission meeting, and the Development Applications approved and adopted by the City Commission, shall be the best evidence of the intent of the parties concerning the matters contemplated in this Agreement;

- M. Developer shall ensure strict compliance with the landscape requirements in conformance with the LDRs and DRC comments, including approval for tree mitigation/removal by the County, as applicable;
- N. In the event of Developer's failure to comply with any of the Conditions of Approval set forth above within thirty (30) days (or such other time agreed to by the City in its sole discretion) after delivery by the City of a written notice of breach, the City may avail itself of any and all legal and equitable remedies available to it, including without limit:
 - i. The Issuance of a Stop Work Order; the Issuance of a Cease and Desist Order; the Denial or Revocation of a Building Permit; the Denial or Revocation of a Certificate of Occupancy and/or Certificate of Use; the Denial of any other Permit, License or Approval to any developer, owner, lessee, or user of the subject property; the Revocation of any other permit, license or approval from any developer, owner, lessee, or user of the subject property; the Revocation of any concurrency, and/or;
 - ii. A requirement that the Development conform with the standards of the Unified Land Development Code at the time of the finding of non-compliance, or the addition or modification of conditions reasonably related to the failure to comply with existing Conditions of Approval; and/or
 - iii. Referral to Code Enforcement for appropriate action in accordance with Section 30 of the Lauderdale Lakes Code.

5. **Consistency with the City's Comprehensive Plan and Land Development Regulations.** Upon approval of the Development Applications, which shall occur prior to the Effective Date (as defined herein), the Development will be consistent with the City's Comprehensive Plan, City Code, and the LDRs.

6. **Compliance.** The failure of this Agreement to address a particular development permit, approval or order, or condition, term, or restriction shall not relieve the Developer of the necessity of complying with all applicable local, state and federal laws governing the requirements conditions, terms or restrictions pertaining to the Development, Property and operation of a public charter school.

7. **Warranties and Representations.** Developer warrants and represents that:

- A. Developer is duly organized, validly existing and in good standing as a not for profit corporation under the laws of the State of Florida, and has all requisite power and authority to carry on its business as now conducted and contemplated under this Agreement.

- B. The execution and performance of the conditions, terms, restrictions and other requirements of this Agreement are within Developer's organizational powers and have been duly authorized by all necessary organizational, and if required, member, action. This Agreement has been duly executed and delivered by Developer and constitutes valid and binding obligations of Developer, enforceable against it, and all successors in interests, in accordance with their respective terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws affecting the enforcement of the City's rights generally and by general principles of equity.
- C. The execution and performance by Developer of this Agreement, do not require any consent or approval of or filing with, or any action by any governmental authority, except those as have been obtained or made, or are necessary and typical for completing the development and construction of the Development.

8. **Inconsistencies with Site Plan Approval: Controlling Documents.** In the event of a specific inconsistency in the terms and condition of this Agreement, and a provision of Resolution No. 2022-__ pursuant to which the Final Site Plan is approved, then Resolution No. 2022-__ approving the Final Site Plan shall control.

9. **Duration of Agreement.** This Agreement shall remain in full force and effect for a period of thirty-six (36) months from the Effective Date. The duration of this Agreement may be extended for additional one (1) year periods with the Parties' mutual written consent, or the mutual written consent of their successors in interest.

10. **Effective Date.** This Agreement shall become effective upon execution by all parties and recordation in the Official Records of Broward County, Florida.

11. **Acknowledgment.** Developer acknowledges and agrees that in development of the subject Property, failure to abide by the terms of this Agreement, or any other applicable regulation or ordinance shall constitute grounds for refusal by the City, or appropriate authority thereof, to allow such development, to issue building permits, or to permit occupancy of the completed improvements. The Parties further agree that the terms and conditions set forth in paragraphs 3 through 6, and 8 of this Agreement shall survive the expiration, termination or completion of this Agreement and shall remain enforceable, and legally binding upon the Parties.

12. **Non-Waiver.** The making of this Agreement does not constitute a waiver of any other statute, ordinance or other regulation affecting the proposed development, all of which must be followed and complied with by the Developer, nor does this Agreement waive other fees, as provided by statute, ordinance or regulation to be paid by the Developer in connection with the project.

13. **Time.** Time is of the essence with respect to the Parties' obligations and responsibilities under this Agreement.

14. **No Third Party Beneficiaries.** This Agreement is for the sole benefit of the parties hereto and their respective successors and assigns; and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.
15. **Attorneys' Fees.** Should any dispute arise hereunder, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs, expenses and attorneys' fees incurred by the prevailing party in such dispute, whether or not suit be brought, and such right shall include all of such costs, expenses and attorneys' fees through all appeals or other actions.
16. **Waiver.** No waiver by City of any provision of the Agreement shall be deemed to be a waiver of any other provisions or the enforcement thereof. City's consent to or approval of any act by Developer requiring City's consent or approval shall not be deemed to render unnecessary the obtaining of City's consent to or approval of any subsequent consent or approval of City, whether or not similar to the act so consented to or approved.
17. **Binding Effect.** All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective assigns, successors, legal representatives, heirs and beneficiaries, as applicable.
18. **Entire Agreement; Modification.** No statements, representations, warranties, either written or oral, from whatever source arising, except as expressly stated in this Agreement, shall have any legal validity between the parties or be binding upon any of them. The Parties acknowledge that this Agreement contains the entire understanding and agreement of the parties. No modifications hereof shall be effective unless made in writing and executed by the parties hereto with the same formalities as this Agreement is executed.
19. **Headings.** The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.
20. **Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed to be one and the same Agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission (to which a signed PDF copy is attached) will be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
21. **Recording.** This Agreement shall be recorded in the official records of Broward County within three (3) days after execution by the Parties.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have made this Agreement as of the Effective Date.

ATTEST:

CITY OF LAUDERDALE LAKES

_____, CITY CLERK

By: _____
Hazelle Rogers, Mayor

APPROVED AS TO FORM:

Sidney C. Calloway, City Attorney

WITNESSES:

Printed Name: _____

Printed Name: _____

Printed Name: _____

Printed Name: _____

DEVELOPER:

ASSISTANCE UNLIMITED, INC., a Florida not for
profit corporation

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

State of Florida)
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by
_____, as _____ of **ASSISTANCE UNLIMITED, INC.**, a Florida not
for profit corporation, who is personally known to me or has produced _____ as
identification.

Notary Public

Typed, printed or stamped name of Notary
Public

My commission expires:

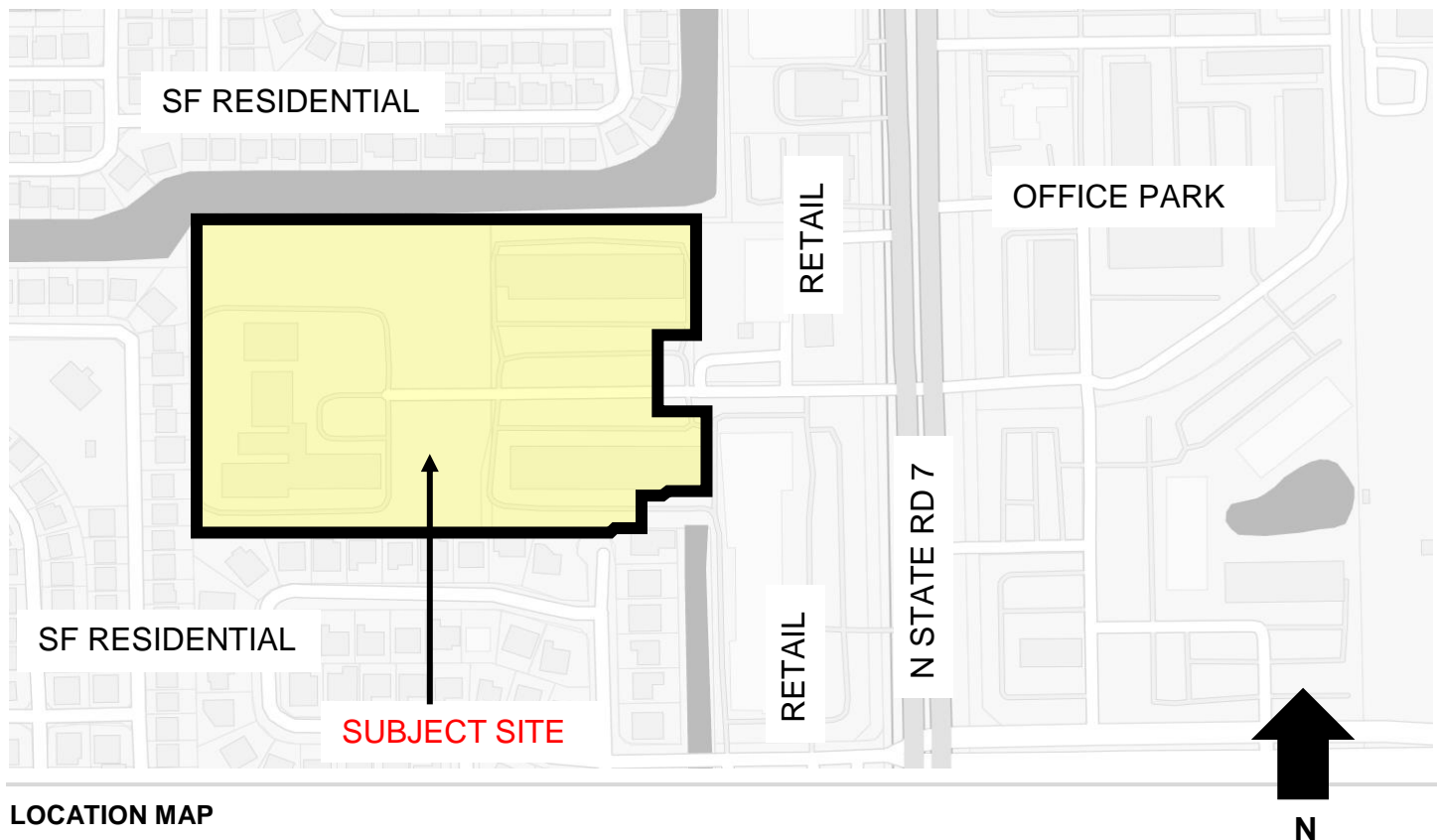


Interoffice Memorandum to the City Commission June 28, 2022

App No.
04-SP-21

TO:	Phil Alleyne, City Manager	REVIEW TIMELINE:	
		Dates	Boards
THRU:	Tanya Davis-Hernandez, AICP Development Services Director Fernando Leiva, AICP Assoc. AIA, Principal Planner	May 05, 2021	Application Received
		August 10, 2021	Development Review Committee (1 st)
		September 29, 2021	Development Review Committee (2 nd)
		December 07, 2021	Planning & Zoning Board (Tabled)
		January 27, 2022	Planning & Zoning Board (Continued)
		February 22, 2022	City Commission Regular Meeting (Tabled)
		June 28, 2022	City Commission Regular Meeting (Pending)
FROM:	Stephen Smith Planner II		

RE: Central Charter School



LOCATION MAP

I. PROJECT DESCRIPTION

<u>Project Name:</u> Central Charter School	<u>Project Location:</u> 4487-4695 N State Rd 7 and 4645 N State Rd 7 Parcel ID: 494113210011; 494113210014	<u>Staff Recommendation:</u> Staff recommends approval of this application with conditions based upon the findings, analysis and recommendations shown within this report.
<u>Project Applicant:</u> Assistance Unlimited, Inc.	<u>Requested Action: 04-SP-21</u> Requesting a Major Final Site Plan Approval for Expansion of the Existing Central Charter K-8 School on 11.44 Acres of Land, Located at 4487-4695 North State Road 7, approximately ¼ mile south of Commercial Boulevard and North State Road 7.	
<u>Project Petitioner:</u> Kimley-Horn & Assoc.		
<u>Project Planner:</u> Stephen Smith, Planner II		

II. SITE DATA

Existing	
Use:	Charter School
Zoning:	Community Facility (CF) and Community Business (B-2) District
County Land Use	Commerce
Acreage	+/- 11.44 acres (498,415 S.F.)
Proposed	
Use:	+/- 110,000 sq. ft. School Facility
Zoning	Community Facility
Land Use	To remain the same (Commerce)

III. PROJECT OVERVIEW

REQUEST:

The “Petitioner”, Kimley Horn & Assoc., on behalf of the “Property Owner/Applicant”, Assistance Unlimited Inc., is requesting a Major Site Plan Revision for the expansion of the existing Central Charter School Campus located at 4487 and 4645 North State Rd 7, approximately ¼ mile south of the intersection of Commercial Blvd. and State Road 7/441. The proposal seeks to replace the existing one story school building on the western parcel with a new +/- 110,000 sq. ft. 3-story core school facility with 74 classrooms in its place.

As well as, reconfigure the placement of the athletic fields and provide improvements to landscaping in the parking lot areas to beautify the site.

In conjunction with this application, the Applicant has also applied for an amendment to the Official Zoning Map (Rezone) (03-RZ-21) and Variance (03-VA-21) applications.

IV. EXISTING CONDITIONS

SITE CONTEXT:

The overall site is comprised of two separate parcels with two folios and zoning designations: Community Facilities (CF) and Community Business (B-2), which is the northern portion of the eastern parcel. The existing land use, zoning and future land use designations of the surrounding properties are shown below:

Surrounding Properties			
	Existing Land Use	Zoning	Future Land Use
North	Single Family Residential	R-1 (Tamarac)	Low-Medium (10) Residential
East	Retail	B-2	Commerce
South	Single Family Residential	RS-3	Low (5) Residential
West	Retail	R-1 (Tamarac)	Low-Medium (10) Residential

ACCESS:

Access/egress to the subject site is through a 40' wide access easement owned by the adjacent property owner to the south. Presently, there are no existing sidewalks on either side of the access way.

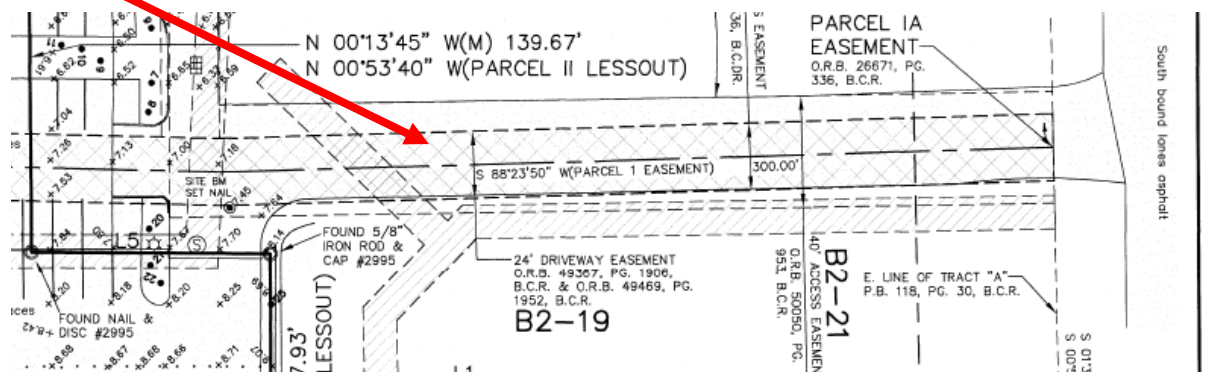


FIGURE 1

SITE AERIAL:

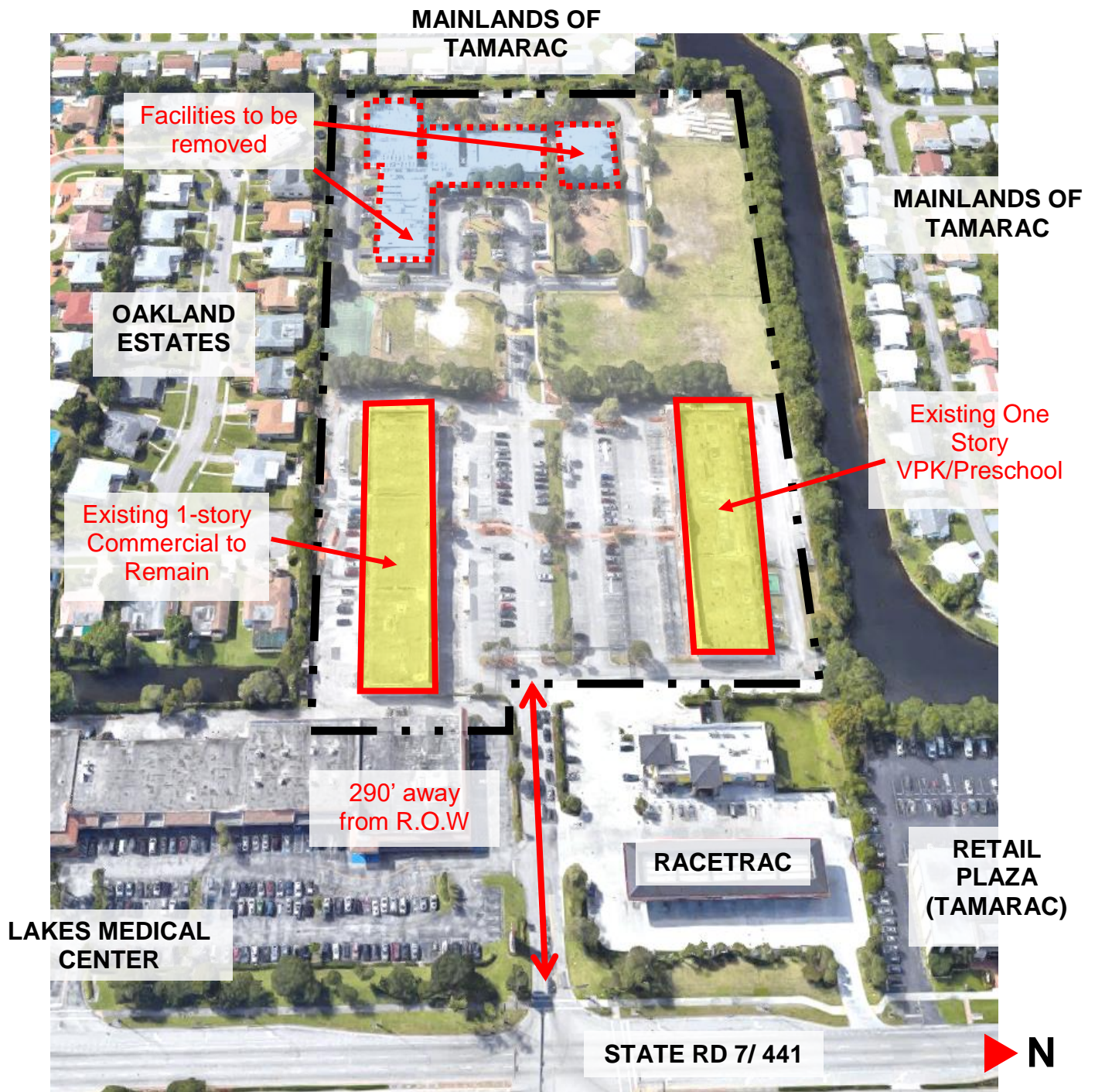


FIGURE 2

PARKING:

Parking for the campus is currently being serviced by on-site parking totaling roughly 310 parking spaces – 282 standard spaces, 8 handicap spaces and 28 standard spaces out of the property boundary. Based on the parking regulations, the Applicant would need to provide 372 spaces for the entire campus and there are currently 393 spaces being proposed. The condition of a number of the parking stalls are extremely faded and need to be restriped.

LANDSCAPING AND BUFFERING:

The subject property is bordered by a +/- 60' canal along the north property boundary as well as, a 10' landscape buffer that diminishes visual and acoustic impact from the existing single family neighborhood. Along the remaining property boundaries, the Applicant has applied for Variances to perimeter buffering due to existing non-conforming buffers.

The interior parking landscape areas were also not compliant with current regulations. The amount of parking stalls between parking islands are exceeded at a number of different locations (as shown in figure 3) and some of the plant material and ground cover in the islands need to be brought up to present landscape standards.

INTERNAL LANDSCAPE CONDITIONS OF CHARTER SCHOOL



FIGURE 3

V. BACKGROUND

DRC FINDINGS:

The request was first filed with the City May 05, 2021 and it was reviewed and discussed by the Development Review Committee (DRC) on two occasions. Pursuant to Chapter 5 section 511.7 of the LDRs, the DRC shall evaluate the site plan as it relates to conformance to the requirements of the Application No. 04-SP-21 – Kimley Horn & Assoc.

LDRs, and shall consider internal site circulation, ingress and egress, conformance to the surrounding context, architectural design of structures and whether the development as presented will enhance the quality of life in the city and promote the health, safety and welfare of its citizens.

The DRC raised concerns about landscape buffering along the perimeter of the property, internal vehicular and pedestrian circulation for morning and afternoon student pickup, as well as providing a safe walkway that allows students to traverse from the site to the adjacent R.O.W. (State Road 7).

The Applicant reviewed staff comments and submitted a revised Site Plan showing necessary landscape improvements and a more comprehensive internal circulation strategy. All the same, Staff has not yet received all necessary capacity letters from the applicable utility providers (potable water/sewer, solid waste, etc.) to determine adequate public facilities to serve the project.

VI. ANALYSIS

CONFORMANCE WITH THE COMPREHENSIVE PLAN:

The project has been reviewed for compliance with the City of Lauderdale Lakes Comprehensive Plan and is consistent with the Future Land Use Element (FLU) (Goal 1) of the Comprehensive Plan:

To achieve and maintain a sustainable distribution of land uses, intensities, and building forms with engaging architecture that line safe and attractive street corridors, all of which elements combine to foster community identity, citizen interaction and community pride, and to protect and enhance the public health, safety, welfare, and convenience. Other applicable policies include the following:

(FLU)(Policy 1.2.1): The intensities of all land uses shall be further restricted by enforcing the Lauderdale Lakes' zoning map and the specific requirements of each zoning district, the City's Code of Ordinances and the City and Broward County platting and subdivision regulations. The vertical mixing of land uses along main thoroughfares shall be encouraged.

(FLU)(Policy 1.3.3): The Lauderdale Lakes Land Development Regulations shall continue to provide for the discontinuation of non-conforming land and building uses which are incompatible or inconsistent with the Land Use Plan. Regulations for buffering of incompatible land uses shall continue to be enforced as set forth in the Lauderdale Lakes Land Development Regulations, consistent with s.163.3202, F.S.

The proposal continues to comply with the above requirement by offering a CF use surrounded by ancillary intensities (residential) on the north and west property boundaries and higher intensities (commercial) along the eastern boundary.

CONFORMANCE WITH THE LAND DEVELOPMENT REGULATIONS:

The City's Land Development Regulations listed below are applicable and listed in no order of priority:

- Sec. 302. Planning and zoning board. The P&Z board shall act as an advisory board to the city commission on applications for site plan approvals.
- Sec.501. Procedures of general applicability such as public hearing and notice procedures as well as community meetings.
- Sec. 511. Site Plan Review. General site plan evaluation criteria. Site plan submission requirements. Review procedures.
- Sec. 709. Community Facilities zoning district (CF)
- Sec. 801. Off-street parking and loading requirements.
- Sec. 905. Sign Regulations. Design, maintenance, and general standards.
- Sec. 1001. Landscaping requirements.
- Sec. 1103. Architectural design standards.

DEVELOPMENT STANDARDS:

The following are tables of the proposed development standards for the project:

District Regulations			
Criteria	Required/Permitted	Proposed	Compliant?
Front Setback	25'	322.7'	Yes
Side Setback	25'	78.1'	Yes
Rear Setback	25'	362.3'	Yes
Floor Area Ratio FAR	.25	.22	Yes
Building Height	Five stories of 60'	50'	Yes

Off-Street Parking Requirements				
Uses	Criteria	Required	Proposed	Compliant?
Charter School	1 space per classroom +5 for visitors	209		Yes
North Building	1 space per 250 sf (6,673)	65		
North Building- Pre School	1 space per 400 sf (15,000)			
South Building	1 space per 250 sf (24,472)	98		
Total		372	393	

ARCHITECTURAL DESIGN GUIDELINES:

The projected school facility is designed in a contemporary architectural style. The proposed rectangular building mass has a flat parapet roof, white stucco finish on the exterior facades and aluminum screens that provide shading for the glazed surfaces and help break up the massing.

As a focal point for the entrance, the Applicant was tasked to provide a more colorful and inviting façade treatment, which they complied by painting one of the exterior walls with multicolor reveals to provide more visual interest.

Although not in the original project scope, the Applicant was also tasked to provide exterior/façade improvements on the existing buildings to remain. The Applicant has confirmed that the buildings will all be painted in the same white color to match the new facility.



FIGURE 3

VII. STAFF RECOMMENDATIONS

Based upon the assessment and findings contained within this report, Staff is recommending that the Planning and Zoning Board approve this application contingent upon the following:

1. Approval of a Final Site Plan, pursuant to a Development Agreement in accordance with Section 1108.3 of the City's Land Development Regulations.
2. Prior to City Commission consideration, the Applicant shall agree to pay a proportionate fee/share of proposed expansion in lieu of taxes of \$15,000 payable October 1 for the next ten fiscal years following approval. The Applicant and City believe that it is fair and

reasonable for the Applicant to contribute annually this sum of money intended to offset a portion of the costs of any municipal services which are funded by tax revenues that may be provided to the Property, and that this payment will serve the good and welfare of the owners, employees, students and parents of Central Charter School.

3. Developer shall acknowledge and agree to voluntarily contribute its fair share (not to exceed Twenty-Five percent (25%)) for design and construction of a Five (5) Foot sidewalk along the shared (easement) access road from/to North SR 7 ("Sidewalk Improvements"). The estimated cost for the design and construction of the Sidewalk Improvements is approximately Seventy Thousand and No/100 (\$70,000.00) Dollars as of June, 2022. Accordingly, Developer acknowledges and agrees that its contribution for the Side Improvements would be approximately Seventeen Thousand Five Hundred and No/100 (\$17,500.00) Dollars ("Developer's Sidewalk Improvement Contribution"). In the event the City, the Developer and the other adjacent property owners are unable to reach agreement concerning the Sidewalk Improvements within One Hundred Eighty (180) days from the date of Developer's execution of this Agreement, then Developer shall pay Developer's Sidewalk Improvement Contribution to the City and such payment shall be used by the City solely for the purposed of constructing the Sidewalk Improvements. Upon payment of Developer's Sidewalk Improvement Contribution, Developer shall have no further obligation to the City concerning such Sidewalk Improvements.
4. In consideration of Developer's intended development of the Property in accordance with Final Site Plan, the Parties' acknowledges Developer's prospective intent to expand the operation of its public charter school to accommodate a maximum buildout of One Thousand Six Hundred (1,600) students, grades K through 12 ("Buildout"). In the event of the occurrence of Developer's Buildout, which written notice of buildout ("Notice of Buildout") shall be provided by Developer to the City within ninety (90) days prior to Buildout, the Parties agree that the City may provide a written notice of material traffic impacts ("Notice of Material Traffic Impact") to Developer not later than 180 days after the actual Buildout date. In such event, Developer shall provide the City with Developer's updated traffic impact analysis report, within One Hundred Eighty (180) days of receipt of the Notice of Material Traffic Impact and shall within ninety (90) days mitigate such traffic impacts in accordance with Developer's updated traffic impact analysis report. Such mitigation may include, but is not limited to signage, traffic signalization at N SR 7 and NW 46th Street, and traffic patrol. Nothing herein shall be construed to exempt Developer from complying with the LDRs, and all other applicable rules, regulations, codes and laws

in effecting or employing any mitigation plans. Applicant shall agree to share the use of sports and recreational facilities, as stated in Article IX, Section 9 of the Third Amended and Restated Interlocal Agreement for Public School Facility Planning and allow at least six (6) official City sponsored athletic league tournaments on its exterior recreational areas. The City will accept all liability, provide security, and indemnify the School for this Activity. Advance notice shall be provided by City to School. In the event of a conflict of scheduling, the School event shall take priority.

5. Developer agrees and will cooperate, in good faith, with the City to share the use of Developer's sports and recreational facilities, as stated in Article IX, Section 9 of the Third Amended and Restated Interlocal Agreement for Public School Facility Planning and allow at least six (6) official City sponsored athletic league tournaments on its exterior recreational areas. The City shall provide security, and indemnify the School for such activities, however nothing herein is intended or shall be construed to as a waiver of its sovereign immunity, nor the City's consent to be sued by any third parties in any matters arising out of such activities. Advance notice shall be provided by City to School. In the event of a conflict of scheduling, the School event shall take priority.
6. Pursuant to LDR 508.15 (Drainage) and as determined by the Director of Engineering/City Engineer, the Developer shall require a duly licensed engineer to prepare the drainage report including analysis and calculations necessary to (a) assess the existing conditions within the access easement and (b) determine if any off-site drainage improvements are required per South Florida Water Management District (SFWMD) standards/regulations ("Report"). Applicant shall design and construct any necessary on-site drainage improvements within One Hundred Eighty (180) days from the receipt of the Report and shall eliminate the need for any off-site drainage improvements.
7. Developer shall submit letters from all utility companies stating "no objection" to or having enough capacity to serve the proposed development.

VIII. PLANNING AND ZONING BOARD RECOMMENDATION(S):

At its December 7, 2021 special meeting, the Planning & Zoning Board made a motion to continue the meeting to the next regular meeting to allow resolution on the conditions of approval of the site plan application, as proposed by Staff.

At the January 27, 2022 Planning & Zoning Board meeting, a favorable recommendation (Motion carried 4-0) was forwarded to the City Commission. Board member Janet Thompson made a motion, Application No. 04-SP-21 – Kimley Horn & Assoc.

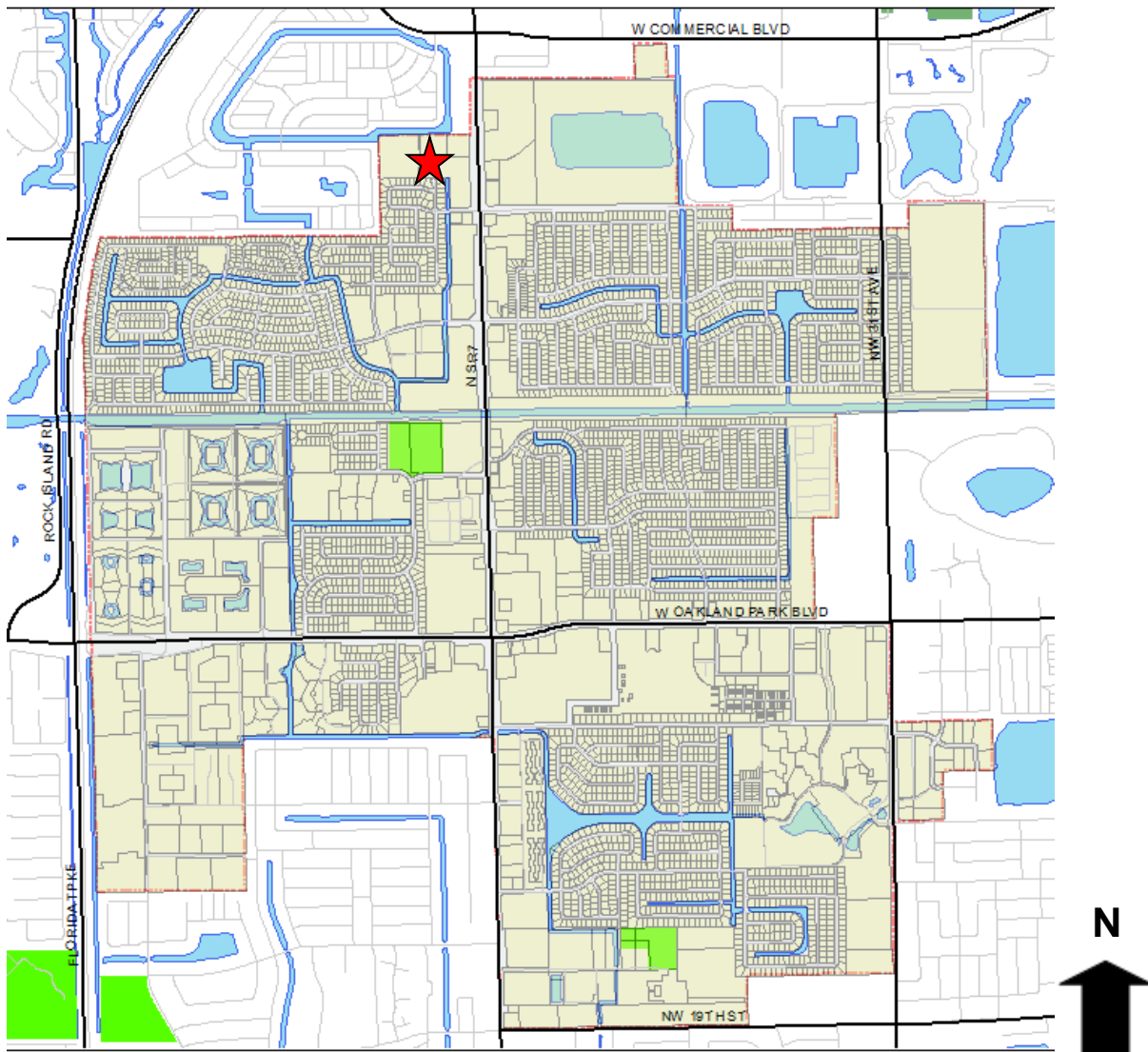
seconded by Odessa Bennett to recommend approval provided the City (Staff and City Commission) further examine recommendations 3 & 7, as stated above, to ensure adequacy of the development conditions of approval and compliance with applicable state legislature.

In addition, the Applicant acknowledged and agreed to voluntarily contribute $\frac{1}{4}$ or 25% for the design and construction of a 5' sidewalk along the shared access road from/to North SR 7.

IX. ATTACHMENTS/EXHIBITS

- A. Location Map
- B. Site Plan
- C. Architectural Plans
- D. Application
- E. Justification Statement

LOCATION MAP



 SUBJECT SITE

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: Yes

Contract Requirement: Yes

Title
RESOLUTION 2022-070 AWARDING AND AUTHORIZING THE MAYOR AND THE CITY CLERK TO EXECUTE, AND ATTEST, RESPECTIVELY THOSE CERTAIN CONTRACTS TO GARABAR INC., IN AN AMOUNT NOT TO EXCEED TWO HUNDRED SIXTY-EIGHT THOUSAND, SIX HUNDRED SIXTY-ONE AND 63/100 (\$268,661.63) DOLLARS AND TO ARZ BUILDERS, INC., IN AN AMOUNT NOT TO EXCEED THREE HUNDRED SIXTY-SEVEN THOUSAND, SEVEN HUNDRED SEVENTY AND NO/100 (\$367,770.00) DOLLARS, PURSUANT TO THAT CERTAIN INVITATION TO BID NO. ITB 22-6210-08B, FOR CITYWIDE FACILITIES HARDENING (INSTALLATION OF IMPACT WINDOWS AND DOORS); PROVIDING FOR A TOTAL AMOUNT NOT TO EXCEED SIX HUNDRED FIFTY-FIVE THOUSAND FIVE HUNDRED TWENTY-FOUR AND 58/100 (\$655,524.58) DOLLARS

Summary
This resolution is to approve the contract award to ARZ Builders, Inc. (\$367,770) and Garabar, Inc. (\$268,661.63) to install impact windows and doors.

Staff Recommendation

Background:

The City of Lauderdale Lakes solicited qualified Contractors to provide and install impact windows and doors for the various locations throughout the City of Lauderdale Lakes. Impact doors and windows have the ability to withstand flying debris and offers the best protection against hurricane-force winds that threaten properties.

The solicitation to install impact windows and doors was solicited in the City's electronic bid system, Demandstar.com from March 11, 2022 until April 20, 2022. The solicitation was broadcast to 501 suppliers and there were 26 planholders. The solicitation was further advertised in the Sun Sentinel, a newspaper of general circulation, on March 11, 2022.

The solicitation was declared closed April 20, 2022 and proposal opened. The City received two (2) responses from Arz Builders, Inc. and Garabar, Inc. The results of complete bids are shown below:

Firm	Location	Est. Cost
Arz Builders, Inc.	Boca Raton, FL	\$729,860.00
Garabar, Inc.	Lake Worth, FL	\$699,812.59

Both Contractors are responsive and responsible; therefore, City staff recommends that both Contractors are awarded based upon the lowest price per facility or location.

Garabar, Inc.			
LOCATIONS	Doors	Windows	Total Price
CITY HALL 2nd FLOOR. 4300 NW 36ST	-	17,864.14	17,864.14
EMERGENCY OPERATION CENTER /EOC.	-	32,122.99	32,122.99
VINCENT TORRES PARK. 4331 NW 36 ST	-	62,511.96	62,511.96
MULTIPURPOSE. 4340 NW 36 ST	9,990.07	49,941.36	59,931.43
FITNESS CENTER	12,372.96	14,516.59	26,889.55
FIRE STATION. 3461 NW 43RD AVE	6,334.49	63,007.07	69,341.56
			268,661.63
Arz Builders, Inc.			
LOCATIONS	Doors	Windows	Total Price
ALZHEIMER'S CENTER. 4320 NW 36 ST	11,800.00	10,000.00	21,800.00
CITY HALL MAIN BUILDING. 4300 NW 36ST	9,570.00	122,000.00	131,570.00
WILLIE WEBB MAIN BUILDING. 3601 NW 21ST	11,700.00	202,700.00	214,400.00
			367,770.00

It is recommended that the City award a contract to Garabar, Inc. for an amount of \$268,661.63 and to Arz Builders, Inc. for an amount of \$367,770.00 for a total of \$636,431.63. In addition, is recommended that a contingency of 3%, \$19,092.95 for a total of \$655,524.58.

It is anticipated that the City Hall (Main Building, 2nd Floor, & Emergency Operations Center) will be completed in the current fiscal year for a total of \$181,557.13 and the remaining locations will be completed in the subsequent fiscal year.

If approved, City staff will commence execution upon acceptance and approval of all required documents.

Funding Source:

Funding available in the Capital Improvement Program Fund, 3151319-6210-FaHrd.

Fiscal Impact:

The projected cost of this project is \$655,524.58, of which \$150,000 is budgeted in Fiscal Year 2022. The balance of the projected cost, \$506,524.58 will be budgeted in the subsequent fiscal year.

Sponsor Name/Department: Asheley A. Hepburn, Director, Financial Services and Ron Desbrunes, Director, Public Works

Meeting Date: 6/28/2022

ATTACHMENTS:

Description	Type
❑ Resolution 2022-070 - Contract Award	Resolution
❑ Exhibit A - Contract - Arz Builders, Inc.	Exhibit
❑ Exhibit B - Contract - Garabar, Inc.	Exhibit
❑ Proposal - Arz Builders, Inc.	Backup Material
❑ Proposal - Garabar, Inc.	Backup Material
❑ Purchasing Memo	Backup Material

RESOLUTION 2022-070

A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA, IN ACCORDANCE WITH SECTION 82-356 OF THE LAUDERDALE LAKES PROCURMENT CODE, AWARDING AND AUTHORIZING THE MAYOR AND THE CITY CLERK TO EXECUTE, AND ATTEST, RESPECTIVELY THOSE CERTAIN CONTRACTS TO GARABAR, INC., IN AN AMOUNT NOT TO EXCEED TWO HUNDRED SIXTY-EIGHT THOUSAND, SIX HUNDRED SIXTY-ONE AND 63/100 (\$268, 661.63) DOLLARS AND TO ARZ BUILDERS, INC., IN AN AMOUNT NOT TO EXCEED THREE HUNDRED SIXTY-SEVEN THOUSAND, SEVEN HUNDRED SEVENTY AND NO/100 (\$367,770.00) DOLLARS, PURSUANT TO THAT CERTAIN INVITATION TO BID NO. ITB 22-6210-08B, FOR CITYWIDE FACILITIES HARDENING (INSTALLATION OF IMPACT WINDOWS AND DOORS); PROVIDING FOR A TOTAL AMOUNT NOT TO EXCEED SIX HUNDRED FIFTY-FIVE THOUSAND FIVE HUNDRED TWENTY-FOUR AND 58/100 (\$655,524.58) DOLLARS, DRAFT COPIES SAID CONTRACTS IS ATTACHED HERETO AS EXHIBIT A AND EXHIBIT B, RESPECTIVELY, COPIES OF WHICH CAN BE INSPECTED IN THE OFFICE OF THE CITY CLERK; PROVIDING FOR ADOPTION OF RECITALS, PROVIDING INSTRUCTIONS TO THE CITY CLERK; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lauderdale Lakes ("City") solicited qualified contractors to provide and install impact windows and doors for various facilities throughout the City;

WHEREAS, the City's solicitation for responses and proposals to Invitation to Bid #ITB22-6210-08B, Citywide Facilities Hardening (Installation of Impact Windows & Doors) (the "ITB") was implemented through the City's electronic bid system, Demandstar.com for the time period beginning on March 11, 2022, and ending on April 20, 2022;

WHEREAS, on March 11, 2022, the City's solicitation of the ITB was also advertised in the Sun Sentinel, a local newspaper of general circulation;

WHEREAS, the City's solicitation of the ITB was provided to 501 contractors, and the City received responses from two (2) firms: Arz Builders, Inc. and Garabar, Inc.;

WHEREAS, based on the analysis of the bids from Arz Builders, Inc. and Garabar, Inc., City Staff has determined that the bid proposals from each of these firms are both responsive and responsible;

WHEREAS, City Staff recommends that the City award Contract No. ITB22-6210-08B to Arz Builders, Inc. and to Garabar, Inc. for the installation of impact windows and doors at various facilities throughout the City, based upon the lowest prices per facility or per location being awarded as set forth below:

Garabar, Inc.			
LOCATIONS	Doors	Windows	Total Price
CITY HALL 2nd FLOOR. 4300 NW 36ST	-	17,864.14	17,864.14
EMERGENCY OPERATION CENTER /EOC.	-	32,122.99	32,122.99
VINCENT TORRES PARK. 4331 NW 36 ST	-	62,511.96	62,511.96
MULTIPURPOSE. 4340 NW 36 ST	9,990.07	49,941.36	59,931.43
FITNESS CENTER	12,372.96	14,516.59	26,889.55
FIRE STATION. 3461 NW 43RD AVE	6,334.49	63,007.07	69,341.56
			268,661.63
Arz Builders, Inc.			
LOCATIONS	Doors	Windows	Total Price
ALZHEIMER'S CENTER. 4320 NW 36 ST	11,800.00	10,000.00	21,800.00
CITY HALL MAIN BUILDING. 4300 NW 36ST	9,570.00	122,000.00	131,570.00
WILLIE WEBB MAIN BUILDING. 3601 NW 21ST	11,700.00	202,700.00	214,400.00
			367,770.00

WHEREAS, the contract award to Garabar, Inc. is for an amount not to exceed Two Hundred Sixty-Eight Thousand Six Hundred Sixty-One and 63/100 (\$268,661.63) Dollars, and the contract award to Arz Builders, Inc. is for an amount not to exceed Three Hundred Sixty-Seven Thousand Seven Hundred Seventy and No/100 (\$367,770.00) Dollars, plus an additional three percent (3%) contingency, for a total contract award not to exceed Six Hundred Fifty-Five Thousand Five Hundred Twenty-Four and 58/100 (\$655,524.58) Dollars ("Contract"); and

1 WHEREAS, there is adequate funding available for this Contract in the budget for the
2 current fiscal year to complete the installation of impact windows and doors in City Hall (Main
3 Building, second floor, and Emergency Operations Center), and the funding for the remainder of
4 the renovations will be allocated in the budget for the next fiscal year.

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

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

9 SECTION 2. AWARD AND AUTHORITY: The City Commission hereby awards Contract
10 ITB22-6210-08B ("Contract") respectively to Arz Builders, Inc., and to Garabar, Inc., in
11 substantially the form as attached hereto as Exhibits A and Exhibit B, which are incorporated
12 herein by reference, and the Mayor and the City Clerk are further authorized to execute and
13 attest, respectively, said Contracts.

14 SECTION 3. INSTRUCTIONS TO THE CITY CLERK: The City Clerk, through the City
15 Manager, is hereby instructed to obtain four (4) fully executed copies of said Contracts with one
16 (1) to be delivered to Arz Builders, Inc., with one (1) to be delivered to Garabar, Inc., with one (1)
17 to be maintained by the City, and with one (1) to be directed to the Office of the City Attorney,
18 and further to take any and all action necessary to effectuate the intent of this Resolution.

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

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

ADOPTED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES AT ITS REGULAR MEETING HELD JUNE 28, 2022.

HAZELLE ROGERS, MAYOR

ATTEST:

VENICE HOWARD, CMC, CITY CLERK

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

Sidney C. Calloway, City Attorney

Sponsored by: Asheley Hepburn, MPA, Financial Services Director

VOTE:

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



CITY OF LAUDERDALE LAKES CONSTRUCTION CONTRACT AGREEMENT

THIS AGREEMENT is made and entered into as of this _____ day of _____, 2022, between the CITY OF LAUDERDALE LAKES FLORIDA, a Florida municipal corporation, (CITY), and _____ (CONTRACTOR), (Parties).

WHEREAS, the CITY desires to retain a CONTRACTOR for the Project as expressed in its Invitation to Bid No. **ITB#xx-xxxx-xxB** for _____, which closed on _____, 2022; and

WHEREAS, the CONTRACTOR has expressed its willingness and capability to perform the necessary work to accomplish the Project.

NOW, THEREFORE, in consideration of the mutual covenants and conditions, the Parties agree as follows:

ARTICLE 1 - DEFINITIONS

Wherever used in this Agreement or in the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural forms:

- 1.1 Agreement** - The written agreement between CITY and CONTRACTOR covering the Work to be performed including other Contract Documents that are attached to or incorporated in the Agreement. Also referred to as "Contract".
- 1.2 Change Order** - A document which is signed by the CITY and authorizes an addition, deletion or revision in the Work within the general scope of this Agreement, or an adjustment in the Term or Compensation, issued on or after the Effective Date of the Agreement.
- 1.3 CITY** - The City of Lauderdale Lakes or its authorized agents, inspectors or representatives acting within the scope of duties entrusted to them by the CITY.
- 1.4 Contractor** - The individual, partnership, corporation, joint-venture, or other legal entity with whom the CITY has entered into the Agreement.
- 1.5 Contract Documents** - The Contract Documents shall consist of the Drawings, Plans and Specifications, Notice to Proceed, Certificate(s) of Insurance, Payment and Performance Bonds and any additional documents which are required to be submitted under the Contract, and all amendments, modifications and supplements, change orders and work directive changes issued on or after the effective date of the Agreement.
- 1.6 Drawings** - The drawings which show the character and scope of the Work to be performed and which are referred to in the Contract Documents.
- 1.7 Engineer** - The CITY'S Engineer of the City of Lauderdale Lakes, Florida, or the authorized agents, inspectors or representatives acting within the scope of duties entrusted to them by the CITY.

1.8 Notice to Proceed - A written notice given by CITY to CONTRACTOR fixing the date on which the Work shall commence and the CONTRACTOR begins to perform its obligations under the Contract Documents.

1.9 Specifications - Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship regarding the project.

1.10 Worksite – Location(s) inclusive of each site described in the plans and/or specifications.

ARTICLE 2 - CONTRACT DOCUMENTS

2.1 Enumeration of Contract Documents:

The Contract Documents comprise the entire agreement between CITY and CONTRACTOR and consist of the following:

- (1) This Agreement.
- (2) Construction performance bond.
- (3) Construction payment bond.
- (4) Insurance certificate(s) per ITB requirements.
- (5) Notice of Award and Notice to Proceed.
- (6) Request for Proposal and the Specifications prepared by the CITY (Exhibit 1)
- (7) CONTRACTOR's Response to the CITY's Invitation to Bid No. ITB#xx-xxxx-xxB dated _____, 2022 (Exhibit 2).
- (8) Schedule of Prices.
- (9) Standard General Conditions of the Construction contract for the City of Lauderdale Lakes Florida (Exhibit 3).

Any amendments executed by the CITY and the CONTRACTOR shall become part of this Agreement. Documents not included in this Article do not, and shall not, form any part of this Agreement. In the event of any conflict between the documents or any ambiguity or missing specification or instruction, the following priority is established:

- a. Specific direction from the City Commission (or designee).
- b. This Agreement dated _____.
- c. Exhibit 1. Invitation to Bid xx-xxxx-xxB
- d. Exhibit 2. Bid submitted _____, 2022
- e. Exhibit 3. Standard General Conditions of the Construction Contract.

2.2 Conflict, Error or Discrepancy:

If, during the performance of the Work, CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, CONTRACTOR shall so report to the CITY, in writing at once and, before proceeding with the Work affected, shall obtain a written interpretation or clarification from CITY.

2.3 Representation of CONTRACTOR:

Execution of the Contract by the CONTRACTOR is a representation that CONTRACTOR has visited the Work site and is familiar with the local conditions under which the Work is to be performed.

ARTICLE 3 - SCOPE OF WORK

The CONTRACTOR shall furnish all labor, materials and equipment and perform all the necessary work in the manner and form provided in the contract documents.

ARTICLE 4 - TERM

The Work to be performed under this Agreement shall commence upon the date specified in the _____ of 441

Notice to Proceed and, subject to authorized adjustments, shall be completed no later than one (1) year after the execution of this Agreement. CONTRACTOR agrees that all Work under this Agreement shall be pursued on schedule, diligently and uninterrupted at a rate of progress which will ensure full completion within the agreed term. Failure to achieve timely, substantial and/or final completion shall be regarded as a material breach of this Agreement, and shall be subject to the appropriate remedies including but not limited to liability for liquidated damages in accordance with Article 10.

ARTICLE 5 - COMPENSATION

CITY shall pay CONTRACTOR for the performance of all work, in accordance with Article 13, subject to additions and deductions by Change Order as provided in this Agreement, up to as full compensation for this Project only. Compensation for future performance and work must be approved by City Commission.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.1 Liability for Contracted Work:

As an inducement for CITY to enter into this Agreement, CONTRACTOR has represented an expertise in professional construction of public construction projects by qualified and licensed general construction contractors. In reliance upon those representations, CITY hired CONTRACTOR to construct the Project. CONTRACTOR shall be liable for any defective or negligent work, whether patent or latent, and/or any negligence, strict liability or breach of other legal duty.

6.2 Shop Drawings and Samples:

6.2.1 CONTRACTOR shall submit to CITY for review and approval five (5) copies of all Shop Drawings for all equipment, apparatus, machinery, fixtures, piping, wiring, fabricated structures and manufactured articles seven (7) calendar days before the scheduled commencement of the construction work. The purpose of the Shop Drawing is to show the suitability, efficiency, technique of manufacture, installation requirements, details of the item and evidence of compliance with the Contract Documents. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to enable CITY to review the information as required.

6.2.2 CONTRACTOR shall also submit to CITY, for review and approval, all samples required by the Contract Documents which shall clearly identify material, supplier, pertinent data such as catalog numbers and the intended use.

6.2.3 Before submission of each Shop Drawing or sample, CONTRACTOR shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar data and reviewed or coordinated each Shop Drawing or sample with other Shop Drawings and samples and with the requirements of the Work and the Contract Documents.

6.2.4 At the time of each submission, CONTRACTOR shall give CITY specific written notice of each variation that the Shop Drawings or samples may have from the requirements of the Contract Documents, and, in addition, shall specifically note each variation on each Shop Drawing submitted for review and approval. Failure by the CITY to notice or identify CONTRACTOR's failure to make the notation shall not relieve CONTRACTOR from the responsibility to comply with the Contract Documents.

6.2.5 Approval of the Shop Drawings by CITY shall be general and shall not relieve CONTRACTOR of responsibility for the accuracy of such drawings nor for the proper fittings and construction of the Work, nor for the furnishing of material or work required by the Agreement and not indicated on the drawings. No work called for by any Shop Drawing shall be done until the drawings have been approved by CITY.

6.3 Supervision:

CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention and

applying CONTRACTOR's best skill, attention and expertise. CONTRACTOR shall be solely responsible for and have control over the means, methods, techniques, sequences and procedures of construction. CONTRACTOR shall ensure that the finished Work complies accurately with the Contract Documents.

6.4 On Site Management:

CONTRACTOR shall keep on the Work site at all times during its progress a competent on-site manager and any necessary personnel who shall not be replaced without written notice to CITY unless the personnel proves to be unsatisfactory to CONTRACTOR or to the CITY. The on-site Manager shall be CONTRACTOR's representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications given to the on-site Manager shall be as binding as if given to CONTRACTOR.

6.5 Labor:

6.5.1 Construction services shall be performed by qualified construction contractors licensed to do business in the State of Florida. Suppliers shall be selected and paid by the CONTRACTOR; the CITY reserves the right to approve all suppliers and materials.

6.5.2 CONTRACTOR shall provide and pay for competent, suitably qualified personnel to perform the work as required by the Contract Documents. CONTRACTOR shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. CONTRACTOR shall at all times maintain good discipline and order at the Work site. Except in connection with the safety or protection of persons, the Work, or property adjacent to the site, and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed during the hours of 7:30 a.m. and 6:00 p.m. CONTRACTOR will not permit overtime Work or the performance of Work on Saturday, Sunday or any legal holiday without CITY's written consent.

6.6 Materials:

6.6.1 Unless otherwise specified in this Agreement, CONTRACTOR shall furnish, pay for and assume full responsibility for all materials, equipment, transportation, machinery, tools, appliances, water, heat, utilities and all other facilities and services necessary for the furnishing, performance, testing, start-up and proper completion of the Work.

6.6.2 CONTRACTOR warrants that all materials and equipment shall be of good quality and new, unless otherwise provided in the Contract Documents and that the work will be free from defects whether patent or latent in nature. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable supplier except as otherwise provided in the Contract Documents.

6.7 Subcontractors, Suppliers and Others:

6.7.1 Prior to the execution of this Agreement and in any event prior to the commencement of any work, CONTRACTOR shall furnish, in writing to the CITY, the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. CITY shall advise CONTRACTOR, in writing, of any proposed person or entity to which CITY has an objection. CONTRACTOR shall not contract with a proposed person or entity to whom CITY has made an objection. If CITY objects to a person or entity proposed by CONTRACTOR, CONTRACTOR shall propose another to whom CITY has no objection. CONTRACTOR shall not change a subcontractor, person or entity previously selected if CITY makes objection to the change.

6.7.2 CONTRACTOR shall be fully responsible to CITY for all acts and omissions of the CONTRACTOR, its employees, subcontractors, suppliers, other persons directly or indirectly employed by its subcontractors or suppliers, persons for whose acts any of them may be liable and any other persons or organizations performing or furnishing supplies under a direct or indirect Contract with CONTRACTOR. Nothing in the Contract Documents shall create any contractual relationship between CITY and any such Subcontractor, supplier or other person or organization, nor shall it create any obligation on the part of CITY to pay or to cause the payment of any money due any subcontractor, supplier, employee or agent except as may otherwise be required by law.

6.7.3 All Work performed for CONTRACTOR by a Subcontractor will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor which specifically binds the Subcontractor to all applicable terms and conditions of the Contract Documents for the benefit of CITY.

6.8 Patent Fees and Royalties:

CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use of the license in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others.

6.9 Permits:

CONTRACTOR shall obtain and pay for all permits and licenses and all related costs for inspection and administration. There will be no cost for permits issued by the CITY.

6.10 Compliance with Laws and Regulations:

CONTRACTOR shall comply with and give all notices required by laws, ordinances, rules, regulations and lawful orders of public authorities applicable to the performance of the Work. CITY shall not be responsible for monitoring CONTRACTOR's compliance with any laws and regulations. CONTRACTOR shall promptly notify CITY if the Contract Documents as observed by CONTRACTOR are at variance with applicable laws and regulations.

6.11 Risk of Loss; Ownership:

The risk of loss, injury or destruction shall be on CONTRACTOR until acceptance of the Work by CITY. Title to the Work shall pass to CITY upon acceptance of the Work by CITY.

6.12 Taxes:

CONTRACTOR shall pay all sales, consumer, use and other similar taxes. CONTRACTOR is responsible for reviewing the pertinent state laws and regulations involving such taxes and complying with all requirements.

6.13 Use of Premises:

6.13.1 CONTRACTOR shall confine equipment, the storage of materials and equipment and the operations of workers to the work site and areas identified in and permitted by the Contract Documents and shall not unreasonably encumber the premises with equipment or other materials. CONTRACTOR shall assume full responsibility for any damage to any land or areas or to the owner or occupant of any contiguous land or areas, resulting from the performance of the Work. Should any owner or occupant because of the performance of the Work make any claim against CITY, CONTRACTOR shall promptly attempt to settle with the claimant by agreement or otherwise resolve the claim.

6.13.2 During the progress of the Work, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by CITY. CONTRACTOR shall restore to original condition all property not designated for alteration by the Contract Documents including fencing, parking lots and grounds.

6.13.3 CONTRACTOR shall not permit any part of any structure or land to be treated in any manner that will endanger the structure or any land, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or processes that will endanger it.

6.14 Access to Work:

CONTRACTOR shall provide CITY, its consultants, representatives and personnel, independent testing laboratories and governmental agencies with jurisdictional interests with access to the work at reasonable times for their observation, inspection and testing. CONTRACTOR shall provide proper and safe conditions for access and shall advise these authorized persons of CONTRACTOR's site safety procedures and programs.

6.15 Safety and Protection:

6.15.1 CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work to prevent damage, injury or loss to all employees on the work site and other persons and organizations who may be affected. This paragraph applies to all the Work, materials and equipment, whether in storage on or off the site; and other property at the site or adjacent to the site.

6.15.2 CONTRACTOR shall comply with all applicable laws and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss.

6.16 Environmental:

The CONTRACTOR has fully inspected the worksite and agrees to accept the worksite in an "as is" physical condition, without representation or warranty by the CITY of any kind, including, without limitation, any and all existing environmental claims or obligations that may arise from the presence of any "contamination" on, in or about the worksite. Further CONTRACTOR and all entities claiming by, through or under CONTRACTOR, releases and discharges the CITY from any claim, demand, or cause of action arising out of or relating to the CONTRACTOR's use, handling, storage, release, discharge, treatment, removal, transportation, decontamination, cleanup, disposal and/or presence of any hazardous substances including asbestos on, under, from or about the worksite. The CONTRACTOR shall have no liability for any pre-existing claims or "contamination" on the worksite.

CONTRACTOR shall not use, handle, store, discharge, treat, remove, transport or dispose of Hazardous Substances including asbestos at, in, upon, under, to or from the worksite until receipt of instructions from the CITY. At such time, a CITY approved change order, which shall not include any profit, shall authorize the CONTRACTOR to perform such services.

CONTRACTOR shall immediately deliver to CITY complete copies of all notices, demands or other communications received by CONTRACTOR from any governmental or quasi-governmental authority or any insurance company or board of fire underwriters or like or similar entities regarding in any way alleged violations or potential violations of any Environmental Law or otherwise asserting the existence or potential existence of any condition or activity on the worksite which is or could be dangerous to life, limb, property or the environment.

CONTRACTOR indemnifies and agrees to protect, defend, and hold harmless, the CITY and its respective employees, agents, successors, and assigns from and against any and all claims, demands, losses, damages, costs, expenses, including but not limited to mitigation, restoration, and natural restoration expenses, liabilities, assessments, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, causes of action, in law or in equity, remedial action requirements and/or enforcement actions of any kind (including, without limitation, attorneys' fees and costs) directly or indirectly arising out of or attributable to, in whole or in part, the CONTRACTOR's (or any of its employees, agents, invitees, contractors or sub-contractors) use, handling, storage, release, threatened release, discharge, treatment, removal, transportation, decontamination, cleanup, disposal and/or presence of a Hazardous Substance on, under, from, to or about the worksite or any other activity carried on or undertaken on or off the worksite by the CONTRACTOR or its employees, agents or subcontractors, in connection with the use, handling, storage, release, threatened release, discharge, treatment, mitigation, natural resource restoration, removal, transportation, decontamination, cleanup, disposal and/or presence or any Hazardous Substance located, transported, or present on, under, from, to, or about the worksite. This indemnity is intended to be operable under 42 U.S.C. section 9607, as amended, and any successor section.

The scope of the indemnity obligations includes, but is not limited to: (a) all consequential damages; (b) the cost of any required or necessary repair, cleanup, or detoxification of the applicable real estate and the preparation and implementation of any closure, remedial or other required plan, including without limitation: (i)

the costs of removal or remedial action incurred by the United States government or the State of Florida or response costs incurred by any other person, or damages from injury to, destruction of, or loss of, natural resources, including the cost of assessing such injury, destruction, or loss, incurred pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, as amended; (ii) the clean-up costs, fines, damages, or penalties incurred pursuant to any applicable provisions of Florida law; and (iii) the cost and expenses of abatement, correction or cleanup, fines, damages, response costs, or penalties which arise from the provisions of any other statute, law, regulation, code, ordinance, or legal requirement, state or federal; and (c) liability for personal injury or property damage arising under any statutory or common law tort theory, including damages assessed for the maintenance of a public private nuisance, response costs, or for the carrying on of an abnormally dangerous activity.

The indemnification obligations contained herein are supported by separate consideration of \$10.00 which the proposer acknowledges as adequate.

6.17 Indemnification:

6.17.1 In addition to, CONTRACTOR shall indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, from or on account of all claims, damages, losses, liabilities and expenses, direct, indirect or consequential including but not limited to fees and charges of engineers, architects, attorneys, consultants and other professionals and court costs arising out of or in consequence of the performance of this Agreement at all trial and appellate levels. Indemnification shall specifically include but not be limited to claims, damages, losses, liabilities and expenses arising out of or from (a) the negligent or defective design of the project and Work of this Agreement; (b) any act, omission or default of the CONTRACTOR, its Subcontractors, agents, servants or employees; (c) any and all bodily injuries, sickness, disease or death; (d) injury to or destruction of tangible property, including any resulting loss of use; (e) other such damages, liabilities, or losses received or sustained by any person or persons during or on account of any operations connected with the construction of this Project including the warranty period; (f) the use of any improper materials; (g) any construction defect including both patent and latent defects; (h) failure to timely complete the work; (i) the violation of any federal, state, county or city laws, ordinances or regulations by CONTRACTOR, its subcontractors, agents, servants, independent contractors or employees; (j) the breach or alleged breach by CONTRACTOR of any term of the Contract, including the breach or alleged breach of any warranty or guarantee.

6.17.2 CONTRACTOR agrees to indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, from all damages, liabilities, losses, claims, fines and fees, and from any and all suits and actions of every name and description that may be brought against CITY, its officers, agents and employees, on account of any claims, fees, royalties, or costs for any invention or patent and/or for the infringement of any and all copyrights or patent rights claimed by any person, firm, or corporation.

6.17.3 CONTRACTOR shall pay all claims, losses, liens, settlements or judgments of any nature in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees and costs at trial and appellate levels.

6.17.4 If any Subcontractor, supplier, laborer, or materialmen of CONTRACTOR or any other person directly or indirectly acting for or through CONTRACTOR files or attempts to file a mechanic's or construction lien against the real property on which the work is performed or any part or against any personal property or improvements or make a claim against any monies due or to become due from the CITY to CONTRACTOR or from CONTRACTOR to a Subcontractor, for or on account of any work, labor, services, material, equipment, or other items furnished in connection with the Work or any change order, CONTRACTOR agrees to satisfy, remove, or discharge such lien or claim at its own expense by bond, payment, or otherwise within five (5) calendar days of the filing or from receipt of written notice from the CITY.

Additionally, until such time as such lien or claim is satisfied, removed or discharged by CONTRACTOR, all monies due to CONTRACTOR, or that become due to CONTRACTOR before the lien or claim is satisfied, removed or otherwise discharged, shall be held by CITY as security for the satisfaction, removal and discharge of such lien and any expense that may be incurred while obtaining the discharge. If CONTRACTOR shall fail to do so, CITY shall have the right, in addition to all other rights and remedies provided by this Agreement or by law, to satisfy, remove, or discharge such lien or claim by whatever means CITY chooses at the entire and sole cost and expense of CONTRACTOR which costs and expenses shall, without limitation, include attorney's fees, litigation costs, fees and expenses and all court costs and assessments, and which shall be deducted from any amount owing to CONTRACTOR. In the event the

amount due CONTRACTOR is less than the amount required to satisfy CONTRACTOR'S obligation under this, or any other section of the Agreement, the CONTRACTOR shall be liable for the deficiency due the CITY.

6.18 Survival of Obligations:

All representations, indemnifications, warranties and guarantees made in, required by, or given in accordance with this Agreement, as well as all continuing obligations indicated in the Contract Documents, shall survive final payment, completion and acceptance of the work and termination or completion of the Agreement.

6.19 Correction or Removal of Defective Work:

If required by CITY, CONTRACTOR shall promptly correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by CITY, remove it from the site and replace it with non-defective Work. CONTRACTOR shall bear all direct, indirect and consequential costs for the correction or removal of defective work (including but not limited to fees and charges of engineers, architects, attorneys and other professionals).

If the work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, CITY may order CONTRACTOR to stop the Work, or any portion, until the cause for such order has been eliminated; however, this right of CITY to stop the Work shall not give rise to any duty on the part of CITY to exercise this right for the benefit of CONTRACTOR or any other party.

6.20 Force Majeure:

No party shall hold the other responsible for damages or for delays in performance caused by force majeure, acts of God, or other acts or circumstances beyond the control of the other party or that could not have been reasonably foreseen and prevented. For this purpose, such acts or circumstances shall include, but not be limited to, weather conditions affecting performance, floods, epidemics, war, riots, strikes, lockouts, or other industrial disturbances, or protest demonstrations. Should such acts or circumstances occur, the parties shall use their best efforts to overcome the difficulties and to resume the Work as soon as reasonably possible with the normal pursuit of the Work.

Inclement weather, continuous rain for less than three (3) days or the acts or omissions of subcontractors, third-party contractors, materialmen, suppliers, or their subcontractors, shall not be considered acts of force majeure.

No party shall be liable for its failure to carry out its obligations under the Agreement during a period when such party is rendered unable by force majeure to carry out its obligation, but the obligation of the party or parties relying on such force majeure shall be suspended only during the continuance of the inability and for no longer period than the unexpected or uncontrollable event.

The CONTRACTOR further agrees and stipulates that its right to excuse its failure to perform by reason of force majeure shall be conditioned upon giving written notice of its assertion that a Force Majeure delay has commenced within two (2) hours after such an occurrence.

ARTICLE 7 - CITY'S RESPONSIBILITIES

7.1 CITY shall furnish data required of CITY under the Contract Documents.

7.2 CITY shall make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents.

7.3 Technical Clarifications and Interpretations:

7.3.1 CITY shall issue, with reasonable promptness, such written clarifications or interpretations of the technical requirements of the Contract Documents as it may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. Should CONTRACTOR fail

to request interpretation of questionable items in the Contract Documents, CITY shall not entertain any excuse for failure to execute the work in a satisfactory manner.

7.3.2 CITY shall interpret and decide matters concerning performance under the requirements of the Contract Documents, and shall make decisions on all claims, disputes or other matters in question. Written notice of each claim, dispute or other matter will be delivered by claimant to the other party but in no event later than five (5) days after the occurrence of the event, and written supporting data will be submitted to the other party within five (5) calendar days after such occurrence. All written decisions of the CITY on any claim or dispute will be final and binding.

ARTICLE 8 - BONDS AND INSURANCE

8.1 Payment and Performance Bonds:

8.1.1 Prior to commencing work, the CONTRACTOR shall execute and furnish to CITY a performance bond and a payment bond, in a form approved by the CITY and as provided by state law, each written by a corporate surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years. The surety company shall have at least the following minimum qualification in accordance with the latest edition of A.M. Best's Insurance Guide, published by Alfred M. Best Company, Inc., Ambest Road, Oldwick, New Jersey 08858: B+ to A+.

8.1.2 The penal sum stated in each bond shall be the amount equal to the total amount payable under the terms of this Agreement. The performance bond shall be conditioned that the CONTRACTOR performs the contract in the time and manner prescribed in the Agreement. The payment bond shall be conditioned that the CONTRACTOR promptly makes payments to all persons who supply the CONTRACTOR with labor, materials and supplies used directly or indirectly by the CONTRACTOR in the performance of the Work provided for in this Agreement and any change orders and shall provide that the surety shall pay the amount not exceeding the sum provided in the bonds, together with interest at the maximum rate allowed by law and that the CONTRACTOR and surety shall indemnify and save harmless the CITY to the extent of any and all payments in connection with the performance of this Agreement which the CITY may be required to make by law.

8.1.3 Pursuant to the requirements of Section 255.05(1)(a), Florida Statutes, the CONTRACTOR shall record the payment and performance bonds in the public records of Broward County, at its own expense.

8.2 Bonds, Reduction After Final Payment:

The performance and payment bonds shall continue in effect for one (1) year after final payment becomes due except as otherwise provided by law or regulation or by the Contract Documents with the final sum of these bonds reduced after final payment to an amount equal to twenty five percent (25%) of the Agreed Compensation, or an additional bond shall be conditioned that CONTRACTOR shall correct any defective or faulty Work or material which appears within one (1) year after final completion of the Agreement, upon notification by the CITY.

8.3 Duty to Substitute Surety:

If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Florida or it ceases to meet the requirements of other applicable laws or regulations, CONTRACTOR shall within three (3) days substitute another bond and surety, both of which must be acceptable to CITY. The CITY shall have the right to disapprove any CONTRACTOR or subcontractor selected by any surety.

8.4 Insurance:

8.4.1 At the time of execution of the Agreement, the CONTRACTOR shall submit certificate(s) of insurance evidencing the required coverage and specifically providing that the CITY is an additional, named, first party insured with respect to the required coverage and the operations of the CONTRACTOR under the Agreement. The certificates of insurance shall not only name the types of policies provided, but shall also specifically refer to this Agreement and shall state that the insurance is as required by Article 8 and its subparts of this Agreement. CONTRACTOR shall not commence work under this Agreement until after

CONTRACTOR has obtained all of the minimum insurance described and the policies of such insurance detailing the provisions of coverage have been received and approved by CITY. CONTRACTOR shall not permit any subcontractor to begin work until after similar minimum insurance to cover subcontractor has been obtained and approved. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the term of this Agreement, then in that event, CONTRACTOR shall furnish, at least thirty (30) calendar days prior to expiration of the date of the insurance, a renewed certificate of insurance as proof that equal and like coverage and extension is in effect. CONTRACTOR shall not continue to perform the services required by this Agreement unless all required insurance remains in full force and effect.

8.4.2 Insurance Companies selected by CONTRACTOR must be acceptable to the CITY. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) Calendar days written notice has been given to CITY by certified mail.

8.4.3 The CONTRACTOR shall procure and maintain at its own expense and keep in effect during the full term of this Agreement a policy or policies of insurance which must include the following coverage and minimum limits of liability:

(a) Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws.

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

\$1,000,000.00 - Combined Single Limit, Bodily Injury and Property Damage Liability, per occurrence

Coverage must be offered in a form no more restrictive than the latest edition of the Comprehensive General Liability Policy without restrictive endorsements, as filed with the Florida Department of Insurance and shall specifically include the following minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:

1. Premises and Operations;
2. Independent Contractors;
3. Product and Completed Operations Liability;
4. Broad Form Property Damage;
5. Broad Form Contractual Coverage applicable to this Agreement and specifically confirming the indemnification and hold harmless provision in this Agreement; and
6. Personal Injury coverage with employment contractual exclusions removed and deleted.

(c) Builder's Risk Insurance in an amount not less than the replacement cost for the construction of the Work. Coverage shall be "All Risk" coverage for one hundred percent (100%) of the completed value with a deductible of not more than Five Thousand Dollars (\$5,000.00) per claim.

8.4.4 CONTRACTOR shall maintain the Products and Completed Operations Liability Insurance for a period of at least two (2) years after final payment for the Work and furnish CITY with evidence of the continued insurance coverage at the time of final payment.

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

8.4.6 All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against CITY with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.

8.4.7 The CONTRACTOR shall ensure that any company issuing insurance to cover the requirements contained in this Agreement agrees that they have no recourse against CITY for payment or assessments in any form on any policy of insurance.

8.4.8 The clauses "Other Insurance Provisions" and "Insurers Duties in the Event of an Occurrence, Claim or

Suit" as it appears in any policy of insurance in which CITY is named as an additional named insured shall not apply to CITY. CITY shall provide written notice of occurrence to the Insurer within fifteen (15) working days of CITY's actual notice of such an event.

8.4.9 The CONTRACTOR shall not commence performance of its obligations under this Agreement until after it has obtained all of the minimum insurance described and the CITY's approved.

8.4.10 The CONTRACTOR agrees to perform the work under the Agreement as an independent CONTRACTOR, and not as a subcontractor, agent or employee of CITY.

8.4.11 CONTRACTOR shall require each of its subcontractors to maintain the insurance required for each category, and CONTRACTOR shall provide verification to CITY upon its request.

8.4.12 Violation of the terms of this paragraph and its subparts shall constitute a material breach of the Agreement, and CITY, at its sole discretion, may cancel the Agreement and all rights, title and interest of the CONTRACTOR shall cease and terminate.

8.4.13 CITY shall not be responsible for purchasing and maintaining any insurance to protect the interests of CONTRACTOR, subcontractors or others performing the Work. CITY specifically reserves all statutory and common law rights and immunities. Nothing contained in this Agreement is intended to limit or waive any rights or immunities including, but not limited to, the procedural and substantive provisions of Chapter 768, Florida Statutes.

ARTICLE 9 - WARRANTIES: TESTS AND INSPECTIONS: CORRECTION OF DEFECTIVE WORK

9.1 Warranty of Title:

The CONTRACTOR warrants to the CITY that it possesses good, clear and marketable title to all equipment and materials provided and that there are no pending liens, claims or encumbrances against the equipment and materials.

9.2 Warranty of Specifications:

The CONTRACTOR warrants that all equipment, materials and workmanship furnished, whether furnished by the CONTRACTOR, its subcontractors or suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted and that all services will be performed in a workmanlike manner.

9.3 Warranty of Merchantability:

CONTRACTOR warrants that any and all equipment to be supplied pursuant to the Agreement is merchantable, free from defects, whether patent or latent in material or workmanship, and fit for the ordinary purposes for which it is intended.

9.4 Correction Period:

CONTRACTOR warrants all material and workmanship for a minimum of two (2) year(s) from date of acceptance by the CITY. If, within two (2) year(s) after the date of final completion or such longer period of time as may be prescribed by laws or regulations, or by the terms of any applicable special guarantee required by the Contract Documents, any work is found to be defective, whether observed before or after acceptance by CITY, CONTRACTOR shall promptly, without cost to CITY and in accordance with CITY's written instructions, either correct such defective work, or, if it has been rejected by CITY, remove it from the site and replace it with Work that is not defective and that is satisfactorily correct, and remove and replace any damage to other Work. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, CITY may have the defective workmanship corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) shall be paid by CONTRACTOR.

9.4.1 Where defective Work (and damage to other work) has been corrected, removed or replaced under this Article, the correction period with respect to such Work will be extended for an additional period of two (2) year(s) after such correction, removal or replacement has been satisfactorily completed.

9.4.2 Nothing contained in this Article shall be construed to establish a period of limitation with respect to other obligations which CONTRACTOR might have under the Contract Documents. Establishment of the time period of two (2) year(s) as described in above paragraph relates only to the specific obligation of the CONTRACTOR to correct the work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish CONTRACTOR's liability with respect to the CONTRACTOR's obligation other than specifically to correct the Work.

9.5 CONTRACTOR warrants to the CITY that it will comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under this Agreement.

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

9.7 CONTRACTOR warrants to the CITY that the performance of the work provided for in the Contract Documents will not result in the breach of any term or provision, or constitute a default under any indenture, mortgage, contract, or agreement to which the CONTRACTOR is a party.

9.8 CONTRACTOR warrants that there has been no violation or copyrights of patent rights either in the United States of America or in foreign countries in connection with the Work of the Agreement.

9.9 No warranty, either express or implied, may be modified, excluded or disclaimed in any way by CONTRACTOR. All warranties shall remain in full force and effect, notwithstanding acceptance and payment by CITY.

9.10 Tests and Inspections:

9.10.1 CONTRACTOR shall give CITY timely notice of readiness of the work for all required inspections, tests or approvals. CONTRACTOR shall assume full responsibility, pay all costs and furnish CITY the required certificates of inspection, testing or approval for all materials, equipment or the Work or any part unless otherwise specified.

9.10.2 Neither CITY nor other inspectors shall have authority to permit deviations from nor to relax any of the provisions of the Contract Documents, nor to delay the Agreement by failure to inspect the materials and work with reasonable promptness.

9.10.3 The payment of any compensation, the giving of any gratuity or the granting of any favor by the CONTRACTOR to any inspectors, directly or indirectly, is strictly prohibited and punishable to the full extent of the law, and any such action on the part of the CONTRACTOR will constitute a termination of this Agreement.

9.11 Warranty Information

The CONTRACTOR shall deliver to the CITY and the CITY shall execute all applicable product and equipment registration, manuals, instructions, keys, accessories and warranty documents in accordance with manufacturers' policies and procedures. CONTRACTOR shall facilitate any necessary warranty claims free of charge.

ARTICLE 10 - LIQUIDATED DAMAGES

If the awarded BIDDER fails to complete the project by the completion date stated on the Bid Form, it is understood that five-hundred dollars (\$500.00) per calendar day will be deducted as liquidated damages, for each day beyond the substantial completion time and five-hundred dollars (\$500.00) per calendar

day will be deducted as liquidated damages, for each day beyond the final completion time unless time extension is approved by the City Manager, it being agreed that the damage suffered by the CITY for such delay(s) cannot be specifically ascertained.

ARTICLE 11 - CHANGES IN THE WORK

11.1 One or more changes to the work within the general scope of this Agreement may be ordered by Change Order. The Contractor shall proceed with any such changes, and they shall be accomplished in strict accordance with the Contract Documents and the terms and conditions described in this Article.

11.2 A Change Order shall mean a written order to the CONTRACTOR executed by the parties after execution of this Agreement, directing a change in the work and may include a change in the agreed compensation in accordance with Article 12 or the time for the CONTRACTOR's performance.

11.3 The execution of a Change Order by the CONTRACTOR shall constitute conclusive evidence of the CONTRACTOR's agreement to the ordered changes in the work and the CONTRACTOR, by executing the Change Order, waives and forever releases any claim against the CITY for additional time or compensation for matters relating to or arising out of or resulting from the work included within or affected by the executed Change Order.

11.4 The CONTRACTOR shall notify and obtain the consent and approval of the CONTRACTOR's surety with reference to all Change Orders if such notice, consent or approval is required by the CONTRACTOR's surety or by law. The CONTRACTOR's execution of the Change Order shall constitute the CONTRACTOR's warranty to the CITY that the surety has been notified of, and consents to, such Change Order and the respective increase in the Performance bond amount commensurate with the Change Order(s). Furthermore, upon the CONTRACTOR's execution of the Change Order(s), the surety shall be conclusively deemed to have been notified of such Change Order by the CONTRACTOR in the increase in the required Performance Bond amount, and to have expressly consented.

ARTICLE 12 - CHANGE IN COMPENSATION

Change orders approved by CITY shall be computed as follows:

12.1 Cost of the Work:

The term "Cost of the Work" means the sum of all direct costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by CITY, these costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in Paragraph 12.2:

12.1.1 Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by CITY and CONTRACTOR. Payroll costs for employees not employed full time on the work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, worker's compensation, health and retirement benefits, bonuses, sick leave, vacation and applicable holiday pay.

12.1.2 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage, and required suppliers and field services. All cash discounts, rebates and refunds and all returns from sale of surplus materials and equipment shall accrue to CITY, and CONTRACTOR shall make provisions so that they may be obtained.

12.1.3 Supplemental costs including the following:

12.1.3.1 Cost, including transportation and maintenance of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are

consumed in the performance of the Work.

12.1.3.2 Rentals of all construction equipment and machinery and the parts whether rented from CONTRACTOR or others in accordance with rental agreements approved by CITY, and the costs of transporting, loading, unloading, installing, dismantling and removal. The rental of any such equipment, machinery or parts shall cease when the use is no longer necessary for the Work.

12.1.3.3 Sales, consumer, use or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by laws or regulations.

12.1.3.4 Royalty payments and fees for permits or licenses.

12.1.3.5 The cost of utilities, fuel and sanitary facilities at the Work site.

12.1.3.6 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

12.1.3.7 Cost of premiums for additional bonds and insurance required because of changes in the Work.

12.2 Not Included in the Cost of the Work:

The term "cost of the Work" shall not include any of the following.

12.2.1 Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in CONTRACTOR's principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 12.1.1, all of which are to be considered administrative costs covered by CONTRACTOR's fee.

12.2.2 Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the site.

12.2.3 Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

12.2.4 Cost of premiums for all bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain them.

12.2.5 Costs due to the negligence of CONTRACTOR, any subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

12.2.6 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.1.

12.3 Cost Breakdown Required:

Whenever the cost of any Work is to be determined pursuant to this Article, CONTRACTOR will submit in form acceptable to the CITY an itemized cost breakdown together with supporting documentation. Whenever a change in the Work is to be based upon mutual acceptance of a lump sum, whether the amount is an addition, credit, or no-change-in-cost, the CONTRACTOR shall submit an estimate substantiated by a complete itemized breakdown as follows:

- (a) The breakdown shall list quantities and unit prices for materials, labor, equipment and other items of cost.
- (b) Whenever a change involves the CONTRACTOR and one (1) or more subcontractors and the change is an increase in the agreed compensation, the overhead and profit percentage for the CONTRACTOR and each subcontractor shall be itemized separately.

ARTICLE 13 - PAYMENTS TO CONTRACTOR AND COMPLETION OF WORK

13.1 Progress Payments:

13.1.1 CONTRACTOR may request payments for work completed during the project at intervals of not more than once a month. The CONTRACTOR's requisition shall show a complete breakdown of the project components, the quantities completed and the amount due, together with a certification by the CONTRACTOR that the CONTRACTOR has disbursed to all subcontractors and suppliers their pro-rata shares of the payment out of previous progress payments received by the CONTRACTOR for all work completed and materials furnished in the previous period or properly executed releases of liens by all subcontractors, suppliers and materialmen who were included in the CONTRACTOR's previous applications for payment, and any other supporting documentation as may be required by the CITY, the ENGINEER or Contract Documents. Each requisition shall be submitted in triplicate to the CITY for approval. The CITY shall make payment to the CONTRACTOR within thirty (30) calendar days after approval of the CONTRACTOR's requisition for payment. Any rejection by the CITY of any specific item (s) shall result in CONTRACTOR being notified of the rejection within five (5) Business days of the rejection.

13.1.2 Five percent (5%) of all monies earned by the CONTRACTOR shall be retained by the CITY until the work is totally completed and accepted by the CITY.

13.2 Inspection:

CITY shall make an inspections as necessary and notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take the necessary measures to remedy any deficiencies within five (5) calendar days of the inspection.

13.3 Final Application for Payment:

After CONTRACTOR has completed all corrections to the satisfaction of CITY and delivered all maintenance and operating instructions, schedules, warranties, guarantees, bonds, certificates of inspection, marked up record documents and other documents required by the Contract Documents or requested by the CITY, CONTRACTOR may make application for final payment. The final application for payment shall be accompanied by (1) complete and legally effective releases or waivers of all liens arising out of or filed in connection with the work; or (2) CONTRACTOR's receipts in full covering all labor, materials and equipment for which a lien could be filed; or (3) a final affidavit stating that all laborers, materialmen, suppliers and subcontractors who worked for CONTRACTOR under this Contract have been paid in full or if the fact be otherwise, identifying the name of each lien or who has not been paid in full and the amount due or to become due each for labor, services or materials furnished. If any subcontractor or supplier fails to furnish a release or receipt in full, CONTRACTOR shall furnish a bond satisfactory to CITY to indemnify CITY against any lien, or the CITY may directly pay any subcontractor or supplier and deduct that amount due to CONTRACTOR.

In addition, CONTRACTOR shall also submit with the final application for payment, the completed set of "As-Built" drawings for review and approval. The "As-Built" drawings shall be prepared, sealed and certified by a professional surveyor licensed by the State of Florida. Final payment to CONTRACTOR shall not be made until the shop drawings have been reviewed and approved by the CITY. Prior to approval, if necessary, the drawings may be returned to CONTRACTOR for changes or modifications if in the opinion of CITY they do not represent correct or accurate "As-Built" drawings.

13.4 Final Payment and Acceptance:

13.4.1 If, on the basis of observing the Work during construction and final inspection, and review of the final Application for Payment and accompanying documentation, the CITY is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, CITY will give written notice to CONTRACTOR that the Work is acceptable. Otherwise, the Application will be returned to CONTRACTOR indicating in writing the reasons for refusing to make final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application. Thirty (30) days after presentation to CITY of the Application and accompanying documentation, in appropriate form and substance, the amount will become due and will be paid by CITY to CONTRACTOR.

13.4.2 If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed and the occurrence is confirmed, CITY shall, upon receipt of CONTRACTOR's final Application for Payment, without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by CITY for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to the CITY with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims held by the CITY.

13.5 Final payment, constituting the entire unpaid balance of the agreed compensation, shall be paid by the CITY to CONTRACTOR when the work has been completed, the Contract fully performed, and a final certificate for payment has been issued by the CITY ENGINEER. The making of final payment shall constitute a waiver of claims by CITY except those arising from:

- (1) Faulty or defective work and latent defects discovered after acceptance.
- (2) Failure of the work to comply with the requirements of the contract documents.
- (3) Terms of special warranties required by those contract documents.
- (4) Any of CONTRACTOR's continuing obligations under this Agreement.

The acceptance of final payment by CONTRACTOR or the subcontractor for materials and supplies shall constitute a waiver of claims except those previously made in writing and identified as unsettled at the time of final application for payment.

13.6 CITY's Right to Withhold Payment:

The CITY may withhold in whole or in part, final payment or any progress payment to such extent as may be necessary to protect itself from loss on account of:

13.6.1 Defective work not remedied.

13.6.2 Claims filed or evidence indicating the probable filing of claims by other parties against the CONTRACTOR.

13.6.3 Failure of the CONTRACTOR to make payment to subcontractors or suppliers for materials or labor.

13.6.4 Damage to another contractor, subcontractor or supplier not remedied.

13.6.5 Liability for liquidated damages has been incurred by the CONTRACTOR.

13.6.6 Evidence that the Work cannot be completed for the unpaid balance of the agreed compensation.

13.6.7 Evidence that the work will not be completed within the Agreement's term.

13.6.8 Failure to carry out the Work in accordance with the Contract Documents.

When the above grounds are removed or resolved or the CONTRACTOR provides a surety bond or a consent of surety satisfactory to the CITY which will protect the CITY in the amount withheld, payment may be made in whole or in part.

ARTICLE 14 - TERMINATION OF THE CONTRACT

The CITY retains the right to terminate this Agreement with or without cause, with thirty (30) days prior written notice. Additionally, the CITY may also terminate this Agreement upon fifteen (15) days notice upon the occurrence of any one or more of the following events:

14.1 If CONTRACTOR commences a voluntary case or a petition is filed against CONTRACTOR, under any chapter of the Bankruptcy Code, or if CONTRACTOR takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency.

14.2 If CONTRACTOR makes a general assignment for the benefit of creditors.

14.3 If a trustee, receiver, custodian or agent of CONTRACTOR is appointed under applicable law or under Contract, whose appointment or authority to take charge of property of CONTRACTOR is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of CONTRACTOR's creditors.

14.4 If CONTRACTOR persistently fails to perform the Work in accordance with the Contract Documents, including but not limited to, failure to supply sufficient skilled Workers or suitable materials or equipment or failure to adhere to the progress schedule as same may be revised from time to time.

14.5 If CONTRACTOR disregards any local, state or federal laws or regulations.

14.6 If CONTRACTOR otherwise violates any provisions of this Agreement.

Further, CONTRACTOR may be excluded from the Work site and the CITY take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment and machinery at the site and use them without liability to CONTRACTOR for trespass or conversion, incorporate in the Work all materials and equipment stored at the site or for which CITY has paid CONTRACTOR but which are stored elsewhere, and finish the Work as CITY may deem expedient. In this instance, CONTRACTOR shall not be entitled to receive any further compensation until the Work is finished.

14.7 If CONTRACTOR commits a default due to its insolvency or bankruptcy, the following shall apply:

14.7.1 Should this Agreement be entered into and fully executed by the parties, funds released and the CONTRACTOR (Debtor) files for bankruptcy, the following shall occur:

a. In the event the Debtor files a voluntary petition under 11 U.S.C. 301 or 302, or an order for relief is entered under 11 U.S.C. 303, the Debtor shall acknowledge the extent, validity, and priority of the lien recorded in favor of the CITY. The Debtor further agrees that in the event of this default, the CITY shall, at its option, be entitled to seek relief from the automatic stay provisions in effect pursuant to 11 U.S.C. 362. The CITY shall be entitled to relief from the automatic stay pursuant to 11 U.S.C. 362(d)(1) or (d)(2), and the Debtor agrees to waive the notice provisions in effect pursuant to 11 U.S.C. 362 and any applicable Local Rules of the United States Bankruptcy Court. The Debtor acknowledges that such waiver is done knowingly and voluntarily.

b. Alternatively, in the event the CITY does not seek stay relief, or if stay relief is denied, the CITY shall be entitled to monthly adequate protection payments within the meaning of 11 U.S.C. 361. The monthly adequate protection payments shall each be in an amount determined in accordance with the Note and Mortgage executed by the Debtor in favor of the CITY.

c. In the event the Debtor files for bankruptcy under Chapter 13 of Title 11, United States Code, in addition to the foregoing provisions, the Debtor agrees to cure any amounts in arrears over a period not to exceed twenty-four (24) months from the date of the confirmation order, and such payments shall be made in addition to the regular monthly payments required by the Note and Mortgage. Additionally, the Debtor shall agree that the CITY is over secured and, therefore, entitled to interest and attorney's fees pursuant to 11 U.S.C. 506(b). Such fees shall be allowed and payable as an administrative expense. Further, in the event the CONTRACTOR has less than five (5) years of payments remaining on the Note, the CONTRACTOR agrees that the treatment afforded to the claim of the CITY under any confirmed plan of reorganization shall provide that the remaining payments shall be satisfied in accordance with the Note, and that the remaining payments or claim shall not be extended or amortized over a longer period than the time remaining under the Note.

14.7.2 Should this Agreement be entered into and fully executed by the parties, and the compensation has not been forwarded to Debtor, the following shall occur:

In the event the Debtor files a voluntary petition pursuant to 11 U.S.C. 301 or 302, or an order for relief is entered under 11 U.S.C. 303, the Debtor acknowledges that the commencement of a bankruptcy proceeding constitutes an event of default under the terms of this Agreement. Further, the Debtor acknowledges that this Agreement constitutes an executory contract within the meaning of 11 U.S.C. 365. The CONTRACTOR acknowledges that the Agreement is not capable of being assumed pursuant to 11 U.S.C. 365(c) (2), unless the CITY expressly consents in writing to the assumption. In the event the

CITY consents to the assumption, the Debtor agrees to file a motion to assume the Agreement within ten (10) days after receipt of written consent from the CITY, regardless of whether the bankruptcy proceeding is pending under Chapter 7, 11, or 13 of Title 11 of the United States Code. The Debtor further acknowledges that this Agreement is not capable of being assigned pursuant to 11 U.S.C. 365(b)(1).

ARTICLE 15 – OWNERSHIP OF DOCUMENTS

All documents, as-built plans and specifications resulting from the Project under this Agreement shall be deemed the sole property of the CITY, and the CITY shall have all rights incident to the sole ownership.

The CONTRACTOR shall agree to indemnify and hold harmless the CITY, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR.

ARTICLE 16 – COMPLIANCE WITH LAWS

CONTRACTOR shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

ARTICLE 17 - NOTICE

All notices required by any of the Contract Documents shall be in writing and shall be deemed delivered upon mailing by certified mail, return receipt requested to the following:

Attn: Project Manager

City of Lauderdale Lakes
4300 NW 36th Street
Lauderdale Lakes, FL 33319-5599
Tel (954) 535-xxxx
Email:

Copy to: Financial Services

City of Lauderdale Lakes
4300 NW 36th Street
Lauderdale Lakes, FL 33319-5599
Tel (954) 535-2700
Fax (954) 535-1892

and if sent to the CONTRACTOR shall be mailed to:

Contractor
Address of Record
Attn: Contact Name, Title
Tel: xxx-xxx-xxxx
Fax: xxx-xxx-xxxx

ARTICLE 18 - LIMITATION OF LIABILITY

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action arising out of the Agreement, so that its liability never exceed the agreed sum of \$1,000.00. CONTRACTOR expresses its willingness to enter into this Agreement with CONTRACTOR'S recovery from the City for any action or claim arising from this Agreement to be limited to \$1,000.00.

Accordingly, and notwithstanding any other term or condition of this Agreement, CONTRACTOR agrees that the City shall not be liable to CONTRACTOR for damages in an amount in excess of \$1,000.00, for any action or claim of the CONTRACTOR or any third party arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Chapter 768, Florida Statutes. Additionally, the City does not waive sovereign immunity, and no claim or award against the City,

shall include attorney's fees, investigative costs or pre-judgment interest.

ARTICLE 19 – MISCELLANEOUS

19.1 The duties and obligations imposed by this Agreement and the rights and remedies available to the parties and, in particular but without limitation, the warranties, guaranties and obligations imposed upon CONTRACTOR and all of the rights and remedies available to CITY are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by laws or regulations, by special warranty or guarantee or by other provisions of the Contract Documents. This Article will be as effective as if repeated specifically in the Contract Documents will survive final payment and termination or completion of the Agreement.

19.2 CONTRACTOR shall not assign or transfer the Contract or its rights, title or interests. The obligations undertaken by CONTRACTOR pursuant to the Agreement shall not be delegated or assigned to any other person or firm. Violation of the terms of this Article shall constitute a material breach of Agreement by CONTRACTOR and the CITY may, at its discretion, cancel the Contract and all rights, title and interest of CONTRACTOR which shall immediately cease and terminate.

19.3 CONTRACTOR and its employees, volunteers and agents shall be and remain an independent contractors and not agents or employees of CITY with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking or venture between the parties.

19.4 CITY reserves the right to audit the records of CONTRACTOR relating in anyway to the work to be performed pursuant to this Agreement at any time during the performance and term of this Agreement and for a period of three (3) years after completion and acceptance by CITY. If required by CITY, CONTRACTOR agrees to submit to an audit by an independent certified public accountant selected by CITY. CONTRACTOR shall allow CITY to inspect, examine and review the records of CONTRACTOR at any and all times during normal business hours during the term of the Contract.

19.5 The remedies expressly provided in this Agreement to CITY shall not be deemed to be exclusive but shall be cumulative and in addition to all other remedies in favor of CITY now or later existing at law or in equity.

19.6 This Agreement shall be governed by the laws of the State of Florida, and venue for any action shall be in Broward County, Florida.

19.7 Should any part, term or provision of this Agreement be decided by the courts to be invalid, illegal or in conflict with any state or federal law, the validity of the remaining portion or provision shall not be affected.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the date first written above.

As to the CONTRACTOR on the _____ day of _____, 2022.

Contractor

Corporate Seal

Witness

Authorized Name, Title

As to the CITY on the _____ day of _____, 2022.

SEAL OF THE CITY OF LAUDERDALE LAKES

Venice Howard, City Clerk

Hazelle Rogers, Mayor

APPROVED AS TO FORM

City Attorney

ALL EXHIBITS WILL BE ATTACHED HERE



CITY OF LAUDERDALE LAKES CONSTRUCTION CONTRACT AGREEMENT

THIS AGREEMENT is made and entered into as of this _____ day of _____, 2022, between the CITY OF LAUDERDALE LAKES FLORIDA, a Florida municipal corporation, (CITY), and _____ (CONTRACTOR), (Parties).

WHEREAS, the CITY desires to retain a CONTRACTOR for the Project as expressed in its Invitation to Bid No. **ITB#xx-xxxx-xxB** for _____, which closed on _____, 2022; and

WHEREAS, the CONTRACTOR has expressed its willingness and capability to perform the necessary work to accomplish the Project.

NOW, THEREFORE, in consideration of the mutual covenants and conditions, the Parties agree as follows:

ARTICLE 1 - DEFINITIONS

Wherever used in this Agreement or in the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural forms:

1.1 Agreement - The written agreement between CITY and CONTRACTOR covering the Work to be performed including other Contract Documents that are attached to or incorporated in the Agreement. Also referred to as "Contract".

1.2 Change Order - A document which is signed by the CITY and authorizes an addition, deletion or revision in the Work within the general scope of this Agreement, or an adjustment in the Term or Compensation, issued on or after the Effective Date of the Agreement.

1.3 CITY - The City of Lauderdale Lakes or its authorized agents, inspectors or representatives acting within the scope of duties entrusted to them by the CITY.

1.4 Contractor - The individual, partnership, corporation, joint-venture, or other legal entity with whom the CITY has entered into the Agreement.

1.5 Contract Documents - The Contract Documents shall consist of the Drawings, Plans and Specifications, Notice to Proceed, Certificate(s) of Insurance, Payment and Performance Bonds and any additional documents which are required to be submitted under the Contract, and all amendments, modifications and supplements, change orders and work directive changes issued on or after the effective date of the Agreement.

1.6 Drawings - The drawings which show the character and scope of the Work to be performed and which are referred to in the Contract Documents.

1.7 Engineer - The CITY'S Engineer of the City of Lauderdale Lakes, Florida, or the authorized agents, inspectors or representatives acting within the scope of duties entrusted to them by the CITY.

1.8 Notice to Proceed - A written notice given by CITY to CONTRACTOR fixing the date on which the Work shall commence and the CONTRACTOR begins to perform its obligations under the Contract Documents.

1.9 Specifications - Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship regarding the project.

1.10 Worksite – Location(s) inclusive of each site described in the plans and/or specifications.

ARTICLE 2 - CONTRACT DOCUMENTS

2.1 Enumeration of Contract Documents:

The Contract Documents comprise the entire agreement between CITY and CONTRACTOR and consist of the following:

- (1) This Agreement.
- (2) Construction performance bond.
- (3) Construction payment bond.
- (4) Insurance certificate(s) per ITB requirements.
- (5) Notice of Award and Notice to Proceed.
- (6) Request for Proposal and the Specifications prepared by the CITY (Exhibit 1)
- (7) CONTRACTOR's Response to the CITY's Invitation to Bid No. ITB#xx-xxxx-xxB dated _____, 2022 (Exhibit 2).
- (8) Schedule of Prices.
- (9) Standard General Conditions of the Construction contract for the City of Lauderdale Lakes Florida (Exhibit 3).

Any amendments executed by the CITY and the CONTRACTOR shall become part of this Agreement. Documents not included in this Article do not, and shall not, form any part of this Agreement. In the event of any conflict between the documents or any ambiguity or missing specification or instruction, the following priority is established:

- a. Specific direction from the City Commission (or designee).
- b. This Agreement dated _____.
- c. Exhibit 1. Invitation to Bid xx-xxxx-xxB
- d. Exhibit 2. Bid submitted _____, 2022
- e. Exhibit 3. Standard General Conditions of the Construction Contract.

2.2 Conflict, Error or Discrepancy:

If, during the performance of the Work, CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, CONTRACTOR shall so report to the CITY, in writing at once and, before proceeding with the Work affected, shall obtain a written interpretation or clarification from CITY.

2.3 Representation of CONTRACTOR:

Execution of the Contract by the CONTRACTOR is a representation that CONTRACTOR has visited the Work site and is familiar with the local conditions under which the Work is to be performed.

ARTICLE 3 - SCOPE OF WORK

The CONTRACTOR shall furnish all labor, materials and equipment and perform all the necessary work in the manner and form provided in the contract documents.

ARTICLE 4 - TERM

The Work to be performed under this Agreement shall commence upon the date specified in the _____ of 441

Notice to Proceed and, subject to authorized adjustments, shall be completed no later than one (1) year after the execution of this Agreement. CONTRACTOR agrees that all Work under this Agreement shall be pursued on schedule, diligently and uninterrupted at a rate of progress which will ensure full completion within the agreed term. Failure to achieve timely, substantial and/or final completion shall be regarded as a material breach of this Agreement, and shall be subject to the appropriate remedies including but not limited to liability for liquidated damages in accordance with Article 10.

ARTICLE 5 - COMPENSATION

CITY shall pay CONTRACTOR for the performance of all work, in accordance with Article 13, subject to additions and deductions by Change Order as provided in this Agreement, up to as full compensation for this Project only. Compensation for future performance and work must be approved by City Commission.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.1 Liability for Contracted Work:

As an inducement for CITY to enter into this Agreement, CONTRACTOR has represented an expertise in professional construction of public construction projects by qualified and licensed general construction contractors. In reliance upon those representations, CITY hired CONTRACTOR to construct the Project. CONTRACTOR shall be liable for any defective or negligent work, whether patent or latent, and/or any negligence, strict liability or breach of other legal duty.

6.2 Shop Drawings and Samples:

6.2.1 CONTRACTOR shall submit to CITY for review and approval five (5) copies of all Shop Drawings for all equipment, apparatus, machinery, fixtures, piping, wiring, fabricated structures and manufactured articles seven (7) calendar days before the scheduled commencement of the construction work. The purpose of the Shop Drawing is to show the suitability, efficiency, technique of manufacture, installation requirements, details of the item and evidence of compliance with the Contract Documents. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to enable CITY to review the information as required.

6.2.2 CONTRACTOR shall also submit to CITY, for review and approval, all samples required by the Contract Documents which shall clearly identify material, supplier, pertinent data such as catalog numbers and the intended use.

6.2.3 Before submission of each Shop Drawing or sample, CONTRACTOR shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar data and reviewed or coordinated each Shop Drawing or sample with other Shop Drawings and samples and with the requirements of the Work and the Contract Documents.

6.2.4 At the time of each submission, CONTRACTOR shall give CITY specific written notice of each variation that the Shop Drawings or samples may have from the requirements of the Contract Documents, and, in addition, shall specifically note each variation on each Shop Drawing submitted for review and approval. Failure by the CITY to notice or identify CONTRACTOR's failure to make the notation shall not relieve CONTRACTOR from the responsibility to comply with the Contract Documents.

6.2.5 Approval of the Shop Drawings by CITY shall be general and shall not relieve CONTRACTOR of responsibility for the accuracy of such drawings nor for the proper fittings and construction of the Work, nor for the furnishing of material or work required by the Agreement and not indicated on the drawings. No work called for by any Shop Drawing shall be done until the drawings have been approved by CITY.

6.3 Supervision:

CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention and

applying CONTRACTOR's best skill, attention and expertise. CONTRACTOR shall be solely responsible for and have control over the means, methods, techniques, sequences and procedures of construction. CONTRACTOR shall ensure that the finished Work complies accurately with the Contract Documents.

6.4 On Site Management:

CONTRACTOR shall keep on the Work site at all times during its progress a competent on-site manager and any necessary personnel who shall not be replaced without written notice to CITY unless the personnel proves to be unsatisfactory to CONTRACTOR or to the CITY. The on-site Manager shall be CONTRACTOR's representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications given to the on-site Manager shall be as binding as if given to CONTRACTOR.

6.5 Labor:

6.5.1 Construction services shall be performed by qualified construction contractors licensed to do business in the State of Florida. Suppliers shall be selected and paid by the CONTRACTOR; the CITY reserves the right to approve all suppliers and materials.

6.5.2 CONTRACTOR shall provide and pay for competent, suitably qualified personnel to perform the work as required by the Contract Documents. CONTRACTOR shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. CONTRACTOR shall at all times maintain good discipline and order at the Work site. Except in connection with the safety or protection of persons, the Work, or property adjacent to the site, and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed during the hours of 7:30 a.m. and 6:00 p.m. CONTRACTOR will not permit overtime Work or the performance of Work on Saturday, Sunday or any legal holiday without CITY's written consent.

6.6 Materials:

6.6.1 Unless otherwise specified in this Agreement, CONTRACTOR shall furnish, pay for and assume full responsibility for all materials, equipment, transportation, machinery, tools, appliances, water, heat, utilities and all other facilities and services necessary for the furnishing, performance, testing, start-up and proper completion of the Work.

6.6.2 CONTRACTOR warrants that all materials and equipment shall be of good quality and new, unless otherwise provided in the Contract Documents and that the work will be free from defects whether patent or latent in nature. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable supplier except as otherwise provided in the Contract Documents.

6.7 Subcontractors, Suppliers and Others:

6.7.1 Prior to the execution of this Agreement and in any event prior to the commencement of any work, CONTRACTOR shall furnish, in writing to the CITY, the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. CITY shall advise CONTRACTOR, in writing, of any proposed person or entity to which CITY has an objection. CONTRACTOR shall not contract with a proposed person or entity to whom CITY has made an objection. If CITY objects to a person or entity proposed by CONTRACTOR, CONTRACTOR shall propose another to whom CITY has no objection. CONTRACTOR shall not change a subcontractor, person or entity previously selected if CITY makes objection to the change.

6.7.2 CONTRACTOR shall be fully responsible to CITY for all acts and omissions of the CONTRACTOR, its employees, subcontractors, suppliers, other persons directly or indirectly employed by its subcontractors or suppliers, persons for whose acts any of them may be liable and any other persons or organizations performing or furnishing supplies under a direct or indirect Contract with CONTRACTOR. Nothing in the Contract Documents shall create any contractual relationship between CITY and any such Subcontractor, supplier or other person or organization, nor shall it create any obligation on the part of CITY to pay or to cause the payment of any money due any subcontractor, supplier, employee or agent except as may otherwise be required by law.

6.7.3 All Work performed for CONTRACTOR by a Subcontractor will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor which specifically binds the Subcontractor to all applicable terms and conditions of the Contract Documents for the benefit of CITY.

6.8 Patent Fees and Royalties:

CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use of the license in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others.

6.9 Permits:

CONTRACTOR shall obtain and pay for all permits and licenses and all related costs for inspection and administration. There will be no cost for permits issued by the CITY.

6.10 Compliance with Laws and Regulations:

CONTRACTOR shall comply with and give all notices required by laws, ordinances, rules, regulations and lawful orders of public authorities applicable to the performance of the Work. CITY shall not be responsible for monitoring CONTRACTOR's compliance with any laws and regulations. CONTRACTOR shall promptly notify CITY if the Contract Documents as observed by CONTRACTOR are at variance with applicable laws and regulations.

6.11 Risk of Loss; Ownership:

The risk of loss, injury or destruction shall be on CONTRACTOR until acceptance of the Work by CITY. Title to the Work shall pass to CITY upon acceptance of the Work by CITY.

6.12 Taxes:

CONTRACTOR shall pay all sales, consumer, use and other similar taxes. CONTRACTOR is responsible for reviewing the pertinent state laws and regulations involving such taxes and complying with all requirements.

6.13 Use of Premises:

6.13.1 CONTRACTOR shall confine equipment, the storage of materials and equipment and the operations of workers to the work site and areas identified in and permitted by the Contract Documents and shall not unreasonably encumber the premises with equipment or other materials. CONTRACTOR shall assume full responsibility for any damage to any land or areas or to the owner or occupant of any contiguous land or areas, resulting from the performance of the Work. Should any owner or occupant because of the performance of the Work make any claim against CITY, CONTRACTOR shall promptly attempt to settle with the claimant by agreement or otherwise resolve the claim.

6.13.2 During the progress of the Work, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by CITY. CONTRACTOR shall restore to original condition all property not designated for alteration by the Contract Documents including fencing, parking lots and grounds.

6.13.3 CONTRACTOR shall not permit any part of any structure or land to be treated in any manner that will endanger the structure or any land, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or processes that will endanger it.

6.14 Access to Work:

CONTRACTOR shall provide CITY, its consultants, representatives and personnel, independent testing laboratories and governmental agencies with jurisdictional interests with access to the work at reasonable times for their observation, inspection and testing. CONTRACTOR shall provide proper and safe conditions for access and shall advise these authorized persons of CONTRACTOR's site safety procedures and programs.

6.15 Safety and Protection:

6.15.1 CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work to prevent damage, injury or loss to all employees on the work site and other persons and organizations who may be affected. This paragraph applies to all the Work, materials and equipment, whether in storage on or off the site; and other property at the site or adjacent to the site.

6.15.2 CONTRACTOR shall comply with all applicable laws and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss.

6.16 Environmental:

The CONTRACTOR has fully inspected the worksite and agrees to accept the worksite in an "as is" physical condition, without representation or warranty by the CITY of any kind, including, without limitation, any and all existing environmental claims or obligations that may arise from the presence of any "contamination" on, in or about the worksite. Further CONTRACTOR and all entities claiming by, through or under CONTRACTOR, releases and discharges the CITY from any claim, demand, or cause of action arising out of or relating to the CONTRACTOR's use, handling, storage, release, discharge, treatment, removal, transportation, decontamination, cleanup, disposal and/or presence of any hazardous substances including asbestos on, under, from or about the worksite. The CONTRACTOR shall have no liability for any pre-existing claims or "contamination" on the worksite.

CONTRACTOR shall not use, handle, store, discharge, treat, remove, transport or dispose of Hazardous Substances including asbestos at, in, upon, under, to or from the worksite until receipt of instructions from the CITY. At such time, a CITY approved change order, which shall not include any profit, shall authorize the CONTRACTOR to perform such services.

CONTRACTOR shall immediately deliver to CITY complete copies of all notices, demands or other communications received by CONTRACTOR from any governmental or quasi-governmental authority or any insurance company or board of fire underwriters or like or similar entities regarding in any way alleged violations or potential violations of any Environmental Law or otherwise asserting the existence or potential existence of any condition or activity on the worksite which is or could be dangerous to life, limb, property or the environment.

CONTRACTOR indemnifies and agrees to protect, defend, and hold harmless, the CITY and its respective employees, agents, successors, and assigns from and against any and all claims, demands, losses, damages, costs, expenses, including but not limited to mitigation, restoration, and natural restoration expenses, liabilities, assessments, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, causes of action, in law or in equity, remedial action requirements and/or enforcement actions of any kind (including, without limitation, attorneys' fees and costs) directly or indirectly arising out of or attributable to, in whole or in part, the CONTRACTOR's (or any of its employees, agents, invitees, contractors or sub-contractors) use, handling, storage, release, threatened release, discharge, treatment, removal, transportation, decontamination, cleanup, disposal and/or presence of a Hazardous Substance on, under, from, to or about the worksite or any other activity carried on or undertaken on or off the worksite by the CONTRACTOR or its employees, agents or subcontractors, in connection with the use, handling, storage, release, threatened release, discharge, treatment, mitigation, natural resource restoration, removal, transportation, decontamination, cleanup, disposal and/or presence or any Hazardous Substance located, transported, or present on, under, from, to, or about the worksite. This indemnity is intended to be operable under 42 U.S.C. section 9607, as amended, and any successor section.

The scope of the indemnity obligations includes, but is not limited to: (a) all consequential damages; (b) the cost of any required or necessary repair, cleanup, or detoxification of the applicable real estate and the preparation and implementation of any closure, remedial or other required plan, including without limitation: (i)

the costs of removal or remedial action incurred by the United States government or the State of Florida or response costs incurred by any other person, or damages from injury to, destruction of, or loss of, natural resources, including the cost of assessing such injury, destruction, or loss, incurred pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, as amended; (ii) the clean-up costs, fines, damages, or penalties incurred pursuant to any applicable provisions of Florida law; and (iii) the cost and expenses of abatement, correction or cleanup, fines, damages, response costs, or penalties which arise from the provisions of any other statute, law, regulation, code, ordinance, or legal requirement, state or federal; and (c) liability for personal injury or property damage arising under any statutory or common law tort theory, including damages assessed for the maintenance of a public private nuisance, response costs, or for the carrying on of an abnormally dangerous activity.

The indemnification obligations contained herein are supported by separate consideration of \$10.00 which the proposer acknowledges as adequate.

6.17 Indemnification:

6.17.1 In addition to, CONTRACTOR shall indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, from or on account of all claims, damages, losses, liabilities and expenses, direct, indirect or consequential including but not limited to fees and charges of engineers, architects, attorneys, consultants and other professionals and court costs arising out of or in consequence of the performance of this Agreement at all trial and appellate levels. Indemnification shall specifically include but not be limited to claims, damages, losses, liabilities and expenses arising out of or from (a) the negligent or defective design of the project and Work of this Agreement; (b) any act, omission or default of the CONTRACTOR, its Subcontractors, agents, servants or employees; (c) any and all bodily injuries, sickness, disease or death; (d) injury to or destruction of tangible property, including any resulting loss of use; (e) other such damages, liabilities, or losses received or sustained by any person or persons during or on account of any operations connected with the construction of this Project including the warranty period; (f) the use of any improper materials; (g) any construction defect including both patent and latent defects; (h) failure to timely complete the work; (i) the violation of any federal, state, county or city laws, ordinances or regulations by CONTRACTOR, its subcontractors, agents, servants, independent contractors or employees; (j) the breach or alleged breach by CONTRACTOR of any term of the Contract, including the breach or alleged breach of any warranty or guarantee.

6.17.2 CONTRACTOR agrees to indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, from all damages, liabilities, losses, claims, fines and fees, and from any and all suits and actions of every name and description that may be brought against CITY, its officers, agents and employees, on account of any claims, fees, royalties, or costs for any invention or patent and/or for the infringement of any and all copyrights or patent rights claimed by any person, firm, or corporation.

6.17.3 CONTRACTOR shall pay all claims, losses, liens, settlements or judgments of any nature in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees and costs at trial and appellate levels.

6.17.4 If any Subcontractor, supplier, laborer, or materialmen of CONTRACTOR or any other person directly or indirectly acting for or through CONTRACTOR files or attempts to file a mechanic's or construction lien against the real property on which the work is performed or any part or against any personal property or improvements or make a claim against any monies due or to become due from the CITY to CONTRACTOR or from CONTRACTOR to a Subcontractor, for or on account of any work, labor, services, material, equipment, or other items furnished in connection with the Work or any change order, CONTRACTOR agrees to satisfy, remove, or discharge such lien or claim at its own expense by bond, payment, or otherwise within five (5) calendar days of the filing or from receipt of written notice from the CITY.

Additionally, until such time as such lien or claim is satisfied, removed or discharged by CONTRACTOR, all monies due to CONTRACTOR, or that become due to CONTRACTOR before the lien or claim is satisfied, removed or otherwise discharged, shall be held by CITY as security for the satisfaction, removal and discharge of such lien and any expense that may be incurred while obtaining the discharge. If CONTRACTOR shall fail to do so, CITY shall have the right, in addition to all other rights and remedies provided by this Agreement or by law, to satisfy, remove, or discharge such lien or claim by whatever means CITY chooses at the entire and sole cost and expense of CONTRACTOR which costs and expenses shall, without limitation, include attorney's fees, litigation costs, fees and expenses and all court costs and assessments, and which shall be deducted from any amount owing to CONTRACTOR. In the event the

amount due CONTRACTOR is less than the amount required to satisfy CONTRACTOR'S obligation under this, or any other section of the Agreement, the CONTRACTOR shall be liable for the deficiency due the CITY.

6.18 Survival of Obligations:

All representations, indemnifications, warranties and guarantees made in, required by, or given in accordance with this Agreement, as well as all continuing obligations indicated in the Contract Documents, shall survive final payment, completion and acceptance of the work and termination or completion of the Agreement.

6.19 Correction or Removal of Defective Work:

If required by CITY, CONTRACTOR shall promptly correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by CITY, remove it from the site and replace it with non-defective Work. CONTRACTOR shall bear all direct, indirect and consequential costs for the correction or removal of defective work (including but not limited to fees and charges of engineers, architects, attorneys and other professionals).

If the work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, CITY may order CONTRACTOR to stop the Work, or any portion, until the cause for such order has been eliminated; however, this right of CITY to stop the Work shall not give rise to any duty on the part of CITY to exercise this right for the benefit of CONTRACTOR or any other party.

6.20 Force Majeure:

No party shall hold the other responsible for damages or for delays in performance caused by force majeure, acts of God, or other acts or circumstances beyond the control of the other party or that could not have been reasonably foreseen and prevented. For this purpose, such acts or circumstances shall include, but not be limited to, weather conditions affecting performance, floods, epidemics, war, riots, strikes, lockouts, or other industrial disturbances, or protest demonstrations. Should such acts or circumstances occur, the parties shall use their best efforts to overcome the difficulties and to resume the Work as soon as reasonably possible with the normal pursuit of the Work.

Inclement weather, continuous rain for less than three (3) days or the acts or omissions of subcontractors, third-party contractors, materialmen, suppliers, or their subcontractors, shall not be considered acts of force majeure.

No party shall be liable for its failure to carry out its obligations under the Agreement during a period when such party is rendered unable by force majeure to carry out its obligation, but the obligation of the party or parties relying on such force majeure shall be suspended only during the continuance of the inability and for no longer period than the unexpected or uncontrollable event.

The CONTRACTOR further agrees and stipulates that its right to excuse its failure to perform by reason of force majeure shall be conditioned upon giving written notice of its assertion that a Force Majeure delay has commenced within two (2) hours after such an occurrence.

ARTICLE 7 - CITY'S RESPONSIBILITIES

7.1 CITY shall furnish data required of CITY under the Contract Documents.

7.2 CITY shall make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents.

7.3 Technical Clarifications and Interpretations:

7.3.1 CITY shall issue, with reasonable promptness, such written clarifications or interpretations of the technical requirements of the Contract Documents as it may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. Should CONTRACTOR fail

to request interpretation of questionable items in the Contract Documents, CITY shall not entertain any excuse for failure to execute the work in a satisfactory manner.

7.3.2 CITY shall interpret and decide matters concerning performance under the requirements of the Contract Documents, and shall make decisions on all claims, disputes or other matters in question. Written notice of each claim, dispute or other matter will be delivered by claimant to the other party but in no event later than five (5) days after the occurrence of the event, and written supporting data will be submitted to the other party within five (5) calendar days after such occurrence. All written decisions of the CITY on any claim or dispute will be final and binding.

ARTICLE 8 - BONDS AND INSURANCE

8.1 Payment and Performance Bonds:

8.1.1 Prior to commencing work, the CONTRACTOR shall execute and furnish to CITY a performance bond and a payment bond, in a form approved by the CITY and as provided by state law, each written by a corporate surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years. The surety company shall have at least the following minimum qualification in accordance with the latest edition of A.M. Best's Insurance Guide, published by Alfred M. Best Company, Inc., Ambest Road, Oldwick, New Jersey 08858: B+ to A+.

8.1.2 The penal sum stated in each bond shall be the amount equal to the total amount payable under the terms of this Agreement. The performance bond shall be conditioned that the CONTRACTOR performs the contract in the time and manner prescribed in the Agreement. The payment bond shall be conditioned that the CONTRACTOR promptly makes payments to all persons who supply the CONTRACTOR with labor, materials and supplies used directly or indirectly by the CONTRACTOR in the performance of the Work provided for in this Agreement and any change orders and shall provide that the surety shall pay the amount not exceeding the sum provided in the bonds, together with interest at the maximum rate allowed by law and that the CONTRACTOR and surety shall indemnify and save harmless the CITY to the extent of any and all payments in connection with the performance of this Agreement which the CITY may be required to make by law.

8.1.3 Pursuant to the requirements of Section 255.05(1)(a), Florida Statutes, the CONTRACTOR shall record the payment and performance bonds in the public records of Broward County, at its own expense.

8.2 Bonds, Reduction After Final Payment:

The performance and payment bonds shall continue in effect for one (1) year after final payment becomes due except as otherwise provided by law or regulation or by the Contract Documents with the final sum of these bonds reduced after final payment to an amount equal to twenty five percent (25%) of the Agreed Compensation, or an additional bond shall be conditioned that CONTRACTOR shall correct any defective or faulty Work or material which appears within one (1) year after final completion of the Agreement, upon notification by the CITY.

8.3 Duty to Substitute Surety:

If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Florida or it ceases to meet the requirements of other applicable laws or regulations, CONTRACTOR shall within three (3) days substitute another bond and surety, both of which must be acceptable to CITY. The CITY shall have the right to disapprove any CONTRACTOR or subcontractor selected by any surety.

8.4 Insurance:

8.4.1 At the time of execution of the Agreement, the CONTRACTOR shall submit certificate(s) of insurance evidencing the required coverage and specifically providing that the CITY is an additional, named, first party insured with respect to the required coverage and the operations of the CONTRACTOR under the Agreement. The certificates of insurance shall not only name the types of policies provided, but shall also specifically refer to this Agreement and shall state that the insurance is as required by Article 8 and its subparts of this Agreement. CONTRACTOR shall not commence work under this Agreement until after

CONTRACTOR has obtained all of the minimum insurance described and the policies of such insurance detailing the provisions of coverage have been received and approved by CITY. CONTRACTOR shall not permit any subcontractor to begin work until after similar minimum insurance to cover subcontractor has been obtained and approved. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the term of this Agreement, then in that event, CONTRACTOR shall furnish, at least thirty (30) calendar days prior to expiration of the date of the insurance, a renewed certificate of insurance as proof that equal and like coverage and extension is in effect. CONTRACTOR shall not continue to perform the services required by this Agreement unless all required insurance remains in full force and effect.

8.4.2 Insurance Companies selected by CONTRACTOR must be acceptable to the CITY. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) Calendar days written notice has been given to CITY by certified mail.

8.4.3 The CONTRACTOR shall procure and maintain at its own expense and keep in effect during the full term of this Agreement a policy or policies of insurance which must include the following coverage and minimum limits of liability:

(a) Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws.

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

\$1,000,000.00 - Combined Single Limit, Bodily Injury and Property Damage Liability, per occurrence

Coverage must be offered in a form no more restrictive than the latest edition of the Comprehensive General Liability Policy without restrictive endorsements, as filed with the Florida Department of Insurance and shall specifically include the following minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:

1. Premises and Operations;
2. Independent Contractors;
3. Product and Completed Operations Liability;
4. Broad Form Property Damage;
5. Broad Form Contractual Coverage applicable to this Agreement and specifically confirming the indemnification and hold harmless provision in this Agreement; and
6. Personal Injury coverage with employment contractual exclusions removed and deleted.

(c) Builder's Risk Insurance in an amount not less than the replacement cost for the construction of the Work. Coverage shall be "All Risk" coverage for one hundred percent (100%) of the completed value with a deductible of not more than Five Thousand Dollars (\$5,000.00) per claim.

8.4.4 CONTRACTOR shall maintain the Products and Completed Operations Liability Insurance for a period of at least two (2) years after final payment for the Work and furnish CITY with evidence of the continued insurance coverage at the time of final payment.

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

8.4.6 All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against CITY with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.

8.4.7 The CONTRACTOR shall ensure that any company issuing insurance to cover the requirements contained in this Agreement agrees that they have no recourse against CITY for payment or assessments in any form on any policy of insurance.

8.4.8 The clauses "Other Insurance Provisions" and "Insurers Duties in the Event of an Occurrence, Claim or

Suit" as it appears in any policy of insurance in which CITY is named as an additional named insured shall not apply to CITY. CITY shall provide written notice of occurrence to the Insurer within fifteen (15) working days of CITY's actual notice of such an event.

8.4.9 The CONTRACTOR shall not commence performance of its obligations under this Agreement until after it has obtained all of the minimum insurance described and the CITY's approved.

8.4.10 The CONTRACTOR agrees to perform the work under the Agreement as an independent CONTRACTOR, and not as a subcontractor, agent or employee of CITY.

8.4.11 CONTRACTOR shall require each of its subcontractors to maintain the insurance required for each category, and CONTRACTOR shall provide verification to CITY upon its request.

8.4.12 Violation of the terms of this paragraph and its subparts shall constitute a material breach of the Agreement, and CITY, at its sole discretion, may cancel the Agreement and all rights, title and interest of the CONTRACTOR shall cease and terminate.

8.4.13 CITY shall not be responsible for purchasing and maintaining any insurance to protect the interests of CONTRACTOR, subcontractors or others performing the Work. CITY specifically reserves all statutory and common law rights and immunities. Nothing contained in this Agreement is intended to limit or waive any rights or immunities including, but not limited to, the procedural and substantive provisions of Chapter 768, Florida Statutes.

ARTICLE 9 - WARRANTIES: TESTS AND INSPECTIONS: CORRECTION OF DEFECTIVE WORK

9.1 Warranty of Title:

The CONTRACTOR warrants to the CITY that it possesses good, clear and marketable title to all equipment and materials provided and that there are no pending liens, claims or encumbrances against the equipment and materials.

9.2 Warranty of Specifications:

The CONTRACTOR warrants that all equipment, materials and workmanship furnished, whether furnished by the CONTRACTOR, its subcontractors or suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted and that all services will be performed in a workmanlike manner.

9.3 Warranty of Merchantability:

CONTRACTOR warrants that any and all equipment to be supplied pursuant to the Agreement is merchantable, free from defects, whether patent or latent in material or workmanship, and fit for the ordinary purposes for which it is intended.

9.4 Correction Period:

CONTRACTOR warrants all material and workmanship for a minimum of two (2) year(s) from date of acceptance by the CITY. If, within two (2) year(s) after the date of final completion or such longer period of time as may be prescribed by laws or regulations, or by the terms of any applicable special guarantee required by the Contract Documents, any work is found to be defective, whether observed before or after acceptance by CITY, CONTRACTOR shall promptly, without cost to CITY and in accordance with CITY's written instructions, either correct such defective work, or, if it has been rejected by CITY, remove it from the site and replace it with Work that is not defective and that is satisfactorily correct, and remove and replace any damage to other Work. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, CITY may have the defective workmanship corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) shall be paid by CONTRACTOR.

9.4.1 Where defective Work (and damage to other work) has been corrected, removed or replaced under this Article, the correction period with respect to such Work will be extended for an additional period of two (2) year(s) after such correction, removal or replacement has been satisfactorily completed.

9.4.2 Nothing contained in this Article shall be construed to establish a period of limitation with respect to other obligations which CONTRACTOR might have under the Contract Documents. Establishment of the time period of two (2) year(s) as described in above paragraph relates only to the specific obligation of the CONTRACTOR to correct the work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish CONTRACTOR's liability with respect to the CONTRACTOR's obligation other than specifically to correct the Work.

9.5 CONTRACTOR warrants to the CITY that it will comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under this Agreement.

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

9.7 CONTRACTOR warrants to the CITY that the performance of the work provided for in the Contract Documents will not result in the breach of any term or provision, or constitute a default under any indenture, mortgage, contract, or agreement to which the CONTRACTOR is a party.

9.8 CONTRACTOR warrants that there has been no violation or copyrights of patent rights either in the United States of America or in foreign countries in connection with the Work of the Agreement.

9.9 No warranty, either express or implied, may be modified, excluded or disclaimed in any way by CONTRACTOR. All warranties shall remain in full force and effect, notwithstanding acceptance and payment by CITY.

9.10 Tests and Inspections:

9.10.1 CONTRACTOR shall give CITY timely notice of readiness of the work for all required inspections, tests or approvals. CONTRACTOR shall assume full responsibility, pay all costs and furnish CITY the required certificates of inspection, testing or approval for all materials, equipment or the Work or any part unless otherwise specified.

9.10.2 Neither CITY nor other inspectors shall have authority to permit deviations from nor to relax any of the provisions of the Contract Documents, nor to delay the Agreement by failure to inspect the materials and work with reasonable promptness.

9.10.3 The payment of any compensation, the giving of any gratuity or the granting of any favor by the CONTRACTOR to any inspectors, directly or indirectly, is strictly prohibited and punishable to the full extent of the law, and any such action on the part of the CONTRACTOR will constitute a termination of this Agreement.

9.11 Warranty Information

The CONTRACTOR shall deliver to the CITY and the CITY shall execute all applicable product and equipment registration, manuals, instructions, keys, accessories and warranty documents in accordance with manufacturers' policies and procedures. CONTRACTOR shall facilitate any necessary warranty claims free of charge.

ARTICLE 10 - LIQUIDATED DAMAGES

If the awarded BIDDER fails to complete the project by the completion date stated on the Bid Form, it is understood that five-hundred dollars (\$500.00) per calendar day will be deducted as liquidated damages, for each day beyond the substantial completion time and five-hundred dollars (\$500.00) per calendar

day will be deducted as liquidated damages, for each day beyond the final completion time unless time extension is approved by the City Manager, it being agreed that the damage suffered by the CITY for such delay(s) cannot be specifically ascertained.

ARTICLE 11 - CHANGES IN THE WORK

11.1 One or more changes to the work within the general scope of this Agreement may be ordered by Change Order. The Contractor shall proceed with any such changes, and they shall be accomplished in strict accordance with the Contract Documents and the terms and conditions described in this Article.

11.2 A Change Order shall mean a written order to the CONTRACTOR executed by the parties after execution of this Agreement, directing a change in the work and may include a change in the agreed compensation in accordance with Article 12 or the time for the CONTRACTOR's performance.

11.3 The execution of a Change Order by the CONTRACTOR shall constitute conclusive evidence of the CONTRACTOR's agreement to the ordered changes in the work and the CONTRACTOR, by executing the Change Order, waives and forever releases any claim against the CITY for additional time or compensation for matters relating to or arising out of or resulting from the work included within or affected by the executed Change Order.

11.4 The CONTRACTOR shall notify and obtain the consent and approval of the CONTRACTOR's surety with reference to all Change Orders if such notice, consent or approval is required by the CONTRACTOR's surety or by law. The CONTRACTOR's execution of the Change Order shall constitute the CONTRACTOR's warranty to the CITY that the surety has been notified of, and consents to, such Change Order and the respective increase in the Performance bond amount commensurate with the Change Order(s). Furthermore, upon the CONTRACTOR's execution of the Change Order(s), the surety shall be conclusively deemed to have been notified of such Change Order by the CONTRACTOR in the increase in the required Performance Bond amount, and to have expressly consented.

ARTICLE 12 - CHANGE IN COMPENSATION

Change orders approved by CITY shall be computed as follows:

12.1 Cost of the Work:

The term "Cost of the Work" means the sum of all direct costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by CITY, these costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in Paragraph 12.2:

12.1.1 Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by CITY and CONTRACTOR. Payroll costs for employees not employed full time on the work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, worker's compensation, health and retirement benefits, bonuses, sick leave, vacation and applicable holiday pay.

12.1.2 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage, and required suppliers and field services. All cash discounts, rebates and refunds and all returns from sale of surplus materials and equipment shall accrue to CITY, and CONTRACTOR shall make provisions so that they may be obtained.

12.1.3 Supplemental costs including the following:

12.1.3.1 Cost, including transportation and maintenance of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are

consumed in the performance of the Work.

12.1.3.2 Rentals of all construction equipment and machinery and the parts whether rented from CONTRACTOR or others in accordance with rental agreements approved by CITY, and the costs of transporting, loading, unloading, installing, dismantling and removal. The rental of any such equipment, machinery or parts shall cease when the use is no longer necessary for the Work.

12.1.3.3 Sales, consumer, use or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by laws or regulations.

12.1.3.4 Royalty payments and fees for permits or licenses.

12.1.3.5 The cost of utilities, fuel and sanitary facilities at the Work site.

12.1.3.6 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

12.1.3.7 Cost of premiums for additional bonds and insurance required because of changes in the Work.

12.2 Not Included in the Cost of the Work:

The term "cost of the Work" shall not include any of the following.

12.2.1 Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in CONTRACTOR's principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 12.1.1, all of which are to be considered administrative costs covered by CONTRACTOR's fee.

12.2.2 Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the site.

12.2.3 Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

12.2.4 Cost of premiums for all bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain them.

12.2.5 Costs due to the negligence of CONTRACTOR, any subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

12.2.6 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.1.

12.3 Cost Breakdown Required:

Whenever the cost of any Work is to be determined pursuant to this Article, CONTRACTOR will submit in form acceptable to the CITY an itemized cost breakdown together with supporting documentation. Whenever a change in the Work is to be based upon mutual acceptance of a lump sum, whether the amount is an addition, credit, or no-change-in-cost, the CONTRACTOR shall submit an estimate substantiated by a complete itemized breakdown as follows:

- (a) The breakdown shall list quantities and unit prices for materials, labor, equipment and other items of cost.
- (b) Whenever a change involves the CONTRACTOR and one (1) or more subcontractors and the change is an increase in the agreed compensation, the overhead and profit percentage for the CONTRACTOR and each subcontractor shall be itemized separately.

ARTICLE 13 - PAYMENTS TO CONTRACTOR AND COMPLETION OF WORK

13.1 Progress Payments:

13.1.1 CONTRACTOR may request payments for work completed during the project at intervals of not more than once a month. The CONTRACTOR's requisition shall show a complete breakdown of the project components, the quantities completed and the amount due, together with a certification by the CONTRACTOR that the CONTRACTOR has disbursed to all subcontractors and suppliers their pro-rata shares of the payment out of previous progress payments received by the CONTRACTOR for all work completed and materials furnished in the previous period or properly executed releases of liens by all subcontractors, suppliers and materialmen who were included in the CONTRACTOR's previous applications for payment, and any other supporting documentation as may be required by the CITY, the ENGINEER or Contract Documents. Each requisition shall be submitted in triplicate to the CITY for approval. The CITY shall make payment to the CONTRACTOR within thirty (30) calendar days after approval of the CONTRACTOR's requisition for payment. Any rejection by the CITY of any specific item (s) shall result in CONTRACTOR being notified of the rejection within five (5) Business days of the rejection.

13.1.2 Five percent (5%) of all monies earned by the CONTRACTOR shall be retained by the CITY until the work is totally completed and accepted by the CITY.

13.2 Inspection:

CITY shall make an inspections as necessary and notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take the necessary measures to remedy any deficiencies within five (5) calendar days of the inspection.

13.3 Final Application for Payment:

After CONTRACTOR has completed all corrections to the satisfaction of CITY and delivered all maintenance and operating instructions, schedules, warranties, guarantees, bonds, certificates of inspection, marked up record documents and other documents required by the Contract Documents or requested by the CITY, CONTRACTOR may make application for final payment. The final application for payment shall be accompanied by (1) complete and legally effective releases or waivers of all liens arising out of or filed in connection with the work; or (2) CONTRACTOR's receipts in full covering all labor, materials and equipment for which a lien could be filed; or (3) a final affidavit stating that all laborers, materialmen, suppliers and subcontractors who worked for CONTRACTOR under this Contract have been paid in full or if the fact be otherwise, identifying the name of each lien or who has not been paid in full and the amount due or to become due each for labor, services or materials furnished. If any subcontractor or supplier fails to furnish a release or receipt in full, CONTRACTOR shall furnish a bond satisfactory to CITY to indemnify CITY against any lien, or the CITY may directly pay any subcontractor or supplier and deduct that amount due to CONTRACTOR.

In addition, CONTRACTOR shall also submit with the final application for payment, the completed set of "As-Built" drawings for review and approval. The "As-Built" drawings shall be prepared, sealed and certified by a professional surveyor licensed by the State of Florida. Final payment to CONTRACTOR shall not be made until the shop drawings have been reviewed and approved by the CITY. Prior to approval, if necessary, the drawings may be returned to CONTRACTOR for changes or modifications if in the opinion of CITY they do not represent correct or accurate "As-Built" drawings.

13.4 Final Payment and Acceptance:

13.4.1 If, on the basis of observing the Work during construction and final inspection, and review of the final Application for Payment and accompanying documentation, the CITY is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, CITY will give written notice to CONTRACTOR that the Work is acceptable. Otherwise, the Application will be returned to CONTRACTOR indicating in writing the reasons for refusing to make final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application. Thirty (30) days after presentation to CITY of the Application and accompanying documentation, in appropriate form and substance, the amount will become due and will be paid by CITY to CONTRACTOR.

13.4.2 If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed and the occurrence is confirmed, CITY shall, upon receipt of CONTRACTOR's final Application for Payment, without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by CITY for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to the CITY with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims held by the CITY.

13.5 Final payment, constituting the entire unpaid balance of the agreed compensation, shall be paid by the CITY to CONTRACTOR when the work has been completed, the Contract fully performed, and a final certificate for payment has been issued by the CITY ENGINEER. The making of final payment shall constitute a waiver of claims by CITY except those arising from:

- (1) Faulty or defective work and latent defects discovered after acceptance.
- (2) Failure of the work to comply with the requirements of the contract documents.
- (3) Terms of special warranties required by those contract documents.
- (4) Any of CONTRACTOR's continuing obligations under this Agreement.

The acceptance of final payment by CONTRACTOR or the subcontractor for materials and supplies shall constitute a waiver of claims except those previously made in writing and identified as unsettled at the time of final application for payment.

13.6 CITY's Right to Withhold Payment:

The CITY may withhold in whole or in part, final payment or any progress payment to such extent as may be necessary to protect itself from loss on account of:

13.6.1 Defective work not remedied.

13.6.2 Claims filed or evidence indicating the probable filing of claims by other parties against the CONTRACTOR.

13.6.3 Failure of the CONTRACTOR to make payment to subcontractors or suppliers for materials or labor.

13.6.4 Damage to another contractor, subcontractor or supplier not remedied.

13.6.5 Liability for liquidated damages has been incurred by the CONTRACTOR.

13.6.6 Evidence that the Work cannot be completed for the unpaid balance of the agreed compensation.

13.6.7 Evidence that the work will not be completed within the Agreement's term.

13.6.8 Failure to carry out the Work in accordance with the Contract Documents.

When the above grounds are removed or resolved or the CONTRACTOR provides a surety bond or a consent of surety satisfactory to the CITY which will protect the CITY in the amount withheld, payment may be made in whole or in part.

ARTICLE 14 - TERMINATION OF THE CONTRACT

The CITY retains the right to terminate this Agreement with or without cause, with thirty (30) days prior written notice. Additionally, the CITY may also terminate this Agreement upon fifteen (15) days notice upon the occurrence of any one or more of the following events:

14.1 If CONTRACTOR commences a voluntary case or a petition is filed against CONTRACTOR, under any chapter of the Bankruptcy Code, or if CONTRACTOR takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency.

14.2 If CONTRACTOR makes a general assignment for the benefit of creditors.

14.3 If a trustee, receiver, custodian or agent of CONTRACTOR is appointed under applicable law or under Contract, whose appointment or authority to take charge of property of CONTRACTOR is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of CONTRACTOR's creditors.

14.4 If CONTRACTOR persistently fails to perform the Work in accordance with the Contract Documents, including but not limited to, failure to supply sufficient skilled Workers or suitable materials or equipment or failure to adhere to the progress schedule as same may be revised from time to time.

14.5 If CONTRACTOR disregards any local, state or federal laws or regulations.

14.6 If CONTRACTOR otherwise violates any provisions of this Agreement.

Further, CONTRACTOR may be excluded from the Work site and the CITY take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment and machinery at the site and use them without liability to CONTRACTOR for trespass or conversion, incorporate in the Work all materials and equipment stored at the site or for which CITY has paid CONTRACTOR but which are stored elsewhere, and finish the Work as CITY may deem expedient. In this instance, CONTRACTOR shall not be entitled to receive any further compensation until the Work is finished.

14.7 If CONTRACTOR commits a default due to its insolvency or bankruptcy, the following shall apply:

14.7.1 Should this Agreement be entered into and fully executed by the parties, funds released and the CONTRACTOR (Debtor) files for bankruptcy, the following shall occur:

a. In the event the Debtor files a voluntary petition under 11 U.S.C. 301 or 302, or an order for relief is entered under 11 U.S.C. 303, the Debtor shall acknowledge the extent, validity, and priority of the lien recorded in favor of the CITY. The Debtor further agrees that in the event of this default, the CITY shall, at its option, be entitled to seek relief from the automatic stay provisions in effect pursuant to 11 U.S.C. 362. The CITY shall be entitled to relief from the automatic stay pursuant to 11 U.S.C. 362(d)(1) or (d)(2), and the Debtor agrees to waive the notice provisions in effect pursuant to 11 U.S.C. 362 and any applicable Local Rules of the United States Bankruptcy Court. The Debtor acknowledges that such waiver is done knowingly and voluntarily.

b. Alternatively, in the event the CITY does not seek stay relief, or if stay relief is denied, the CITY shall be entitled to monthly adequate protection payments within the meaning of 11 U.S.C. 361. The monthly adequate protection payments shall each be in an amount determined in accordance with the Note and Mortgage executed by the Debtor in favor of the CITY.

c. In the event the Debtor files for bankruptcy under Chapter 13 of Title 11, United States Code, in addition to the foregoing provisions, the Debtor agrees to cure any amounts in arrears over a period not to exceed twenty-four (24) months from the date of the confirmation order, and such payments shall be made in addition to the regular monthly payments required by the Note and Mortgage. Additionally, the Debtor shall agree that the CITY is over secured and, therefore, entitled to interest and attorney's fees pursuant to 11 U.S.C. 506(b). Such fees shall be allowed and payable as an administrative expense. Further, in the event the CONTRACTOR has less than five (5) years of payments remaining on the Note, the CONTRACTOR agrees that the treatment afforded to the claim of the CITY under any confirmed plan of reorganization shall provide that the remaining payments shall be satisfied in accordance with the Note, and that the remaining payments or claim shall not be extended or amortized over a longer period than the time remaining under the Note.

14.7.2 Should this Agreement be entered into and fully executed by the parties, and the compensation has not been forwarded to Debtor, the following shall occur:

In the event the Debtor files a voluntary petition pursuant to 11 U.S.C. 301 or 302, or an order for relief is entered under 11 U.S.C. 303, the Debtor acknowledges that the commencement of a bankruptcy proceeding constitutes an event of default under the terms of this Agreement. Further, the Debtor acknowledges that this Agreement constitutes an executory contract within the meaning of 11 U.S.C. 365. The CONTRACTOR acknowledges that the Agreement is not capable of being assumed pursuant to 11 U.S.C. 365(c) (2), unless the CITY expressly consents in writing to the assumption. In the event the

CITY consents to the assumption, the Debtor agrees to file a motion to assume the Agreement within ten (10) days after receipt of written consent from the CITY, regardless of whether the bankruptcy proceeding is pending under Chapter 7, 11, or 13 of Title 11 of the United States Code. The Debtor further acknowledges that this Agreement is not capable of being assigned pursuant to 11 U.S.C. 365(b)(1).

ARTICLE 15 – OWNERSHIP OF DOCUMENTS

All documents, as-built plans and specifications resulting from the Project under this Agreement shall be deemed the sole property of the CITY, and the CITY shall have all rights incident to the sole ownership.

The CONTRACTOR shall agree to indemnify and hold harmless the CITY, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR.

ARTICLE 16 – COMPLIANCE WITH LAWS

CONTRACTOR shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

ARTICLE 17 - NOTICE

All notices required by any of the Contract Documents shall be in writing and shall be deemed delivered upon mailing by certified mail, return receipt requested to the following:

Attn: Project Manager

City of Lauderdale Lakes
4300 NW 36th Street
Lauderdale Lakes, FL 33319-5599
Tel (954) 535-xxxx
Email:

Copy to: Financial Services

City of Lauderdale Lakes
4300 NW 36th Street
Lauderdale Lakes, FL 33319-5599
Tel (954) 535-2700
Fax (954) 535-1892

and if sent to the CONTRACTOR shall be mailed to:

Contractor
Address of Record
Attn: Contact Name, Title
Tel: xxx-xxx-xxxx
Fax: xxx-xxx-xxxx

ARTICLE 18 - LIMITATION OF LIABILITY

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action arising out of the Agreement, so that its liability never exceed the agreed sum of \$1,000.00. CONTRACTOR expresses its willingness to enter into this Agreement with CONTRACTOR'S recovery from the City for any action or claim arising from this Agreement to be limited to \$1,000.00.

Accordingly, and notwithstanding any other term or condition of this Agreement, CONTRACTOR agrees that the City shall not be liable to CONTRACTOR for damages in an amount in excess of \$1,000.00, for any action or claim of the CONTRACTOR or any third party arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Chapter 768, Florida Statutes. Additionally, the City does not waive sovereign immunity, and no claim or award against the City,

shall include attorney's fees, investigative costs or pre-judgment interest.

ARTICLE 19 – MISCELLANEOUS

19.1 The duties and obligations imposed by this Agreement and the rights and remedies available to the parties and, in particular but without limitation, the warranties, guaranties and obligations imposed upon CONTRACTOR and all of the rights and remedies available to CITY are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by laws or regulations, by special warranty or guarantee or by other provisions of the Contract Documents. This Article will be as effective as if repeated specifically in the Contract Documents will survive final payment and termination or completion of the Agreement.

19.2 CONTRACTOR shall not assign or transfer the Contract or its rights, title or interests. The obligations undertaken by CONTRACTOR pursuant to the Agreement shall not be delegated or assigned to any other person or firm. Violation of the terms of this Article shall constitute a material breach of Agreement by CONTRACTOR and the CITY may, at its discretion, cancel the Contract and all rights, title and interest of CONTRACTOR which shall immediately cease and terminate.

19.3 CONTRACTOR and its employees, volunteers and agents shall be and remain an independent contractors and not agents or employees of CITY with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking or venture between the parties.

19.4 CITY reserves the right to audit the records of CONTRACTOR relating in anyway to the work to be performed pursuant to this Agreement at any time during the performance and term of this Agreement and for a period of three (3) years after completion and acceptance by CITY. If required by CITY, CONTRACTOR agrees to submit to an audit by an independent certified public accountant selected by CITY. CONTRACTOR shall allow CITY to inspect, examine and review the records of CONTRACTOR at any and all times during normal business hours during the term of the Contract.

19.5 The remedies expressly provided in this Agreement to CITY shall not be deemed to be exclusive but shall be cumulative and in addition to all other remedies in favor of CITY now or later existing at law or in equity.

19.6 This Agreement shall be governed by the laws of the State of Florida, and venue for any action shall be in Broward County, Florida.

19.7 Should any part, term or provision of this Agreement be decided by the courts to be invalid, illegal or in conflict with any state or federal law, the validity of the remaining portion or provision shall not be affected.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the date first written above.

As to the CONTRACTOR on the _____ day of _____, 2022.

Contractor

Corporate Seal

Witness

Authorized Name, Title

As to the CITY on the _____ day of _____, 2022.

SEAL OF THE CITY OF LAUDERDALE LAKES

Venice Howard, City Clerk

Hazelle Rogers, Mayor

APPROVED AS TO FORM

City Attorney

ALL EXHIBITS WILL BE ATTACHED HERE

Lauderdale
Lakes
BID

BID COVER PAGE CHECKLIST

THIS SHOULD BE THE FIRST PAGE OF YOUR BID

Contractor/Firm Name

ARZ BUILDERS, INC.

Contact Name:

GEORGE JAWDE

Contact Phone:

561 239 9923

Contact Email:

george@ARZBUILDERS.com

Before sealing your bid envelope make sure the following items are included in your bid submittal:

1. Bid Form: Carefully read all Bid Documents, review the project scope and properly fill out the Bid Form. (Failure to properly complete and sign this document shall cause the Bid submittal to be rejected as non-responsive.)
2. Bidder's Qualification Statement: Complete and sign the Bidder's Qualification Statement. (Failure to properly complete and sign this document shall cause the Bid submittal to be rejected as non-responsive.)
3. Non-Collusion Affidavit: Sign the Non-Collusion Affidavit and have it properly notarized.
4. Trench Safety Act: Complete and sign the Trench Safety Act form (if applicable).
5. Warranties: Complete and sign the Warranties form.
6. E-Verify Form: Complete and sign the E-Verify form.
7. Bid Bond (If Applicable): Include a five percent (5%) Bid Bond. Failure to provide a Bid guarantee will result in automatic rejection of your Bid. All required Bonds must be submitted on the CITY'S Bond forms, included in this document. (Failure to properly complete and sign this document shall cause the Bid submittal to be rejected as non-responsive.)
8. Proof of Insurance: Include proof of insurance containing a provision or endorsement that the coverage afforded will not be canceled, reduced in coverage, or renewal refused until at least 30 days' prior written notice has been given to the CITY and additional insured by certified mail. All such insurance required herein (except for worker's compensation and employer's liability) shall name the CITY and their officers, directors, agents, and employees as "additional insured".
9. License: Attach certificate of competency, state registration and any other applicable licenses.

IF "NO BID" IS OFFERED, PLEASE PROVIDE THE FOLLOWING INFORMATION:

Please indicate reason(s) why a Bid Form is not being submitted at this time. Return this page to the Financial Services Department to avoid removal from the City of Lauderdale Lakes vendor listing.

BID FORM

Citywide Facilities Hardening (Installation of Impact Windows & Doors)

Submitted By: ARZ BUILDERS, INC. Date: 4-20-2022

to furnish and deliver all materials and to do and perform all WORK as is required for the project scope.

In order to be considered for this project, **the BIDDER should** have successfully completed a minimum of three (3) projects of similar scope and complexity over the past five (5) years, in the State of Florida, and must be able to document the required experience.

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Contract with the CITY to perform and furnish all WORK as specified herein for the Contract Price and within the Contract Period indicated in this Bid.
2. This Bid will remain subject to acceptance for ninety (90) days after the day of Bid opening. BIDDER will sign and submit the necessary documents required by the CITY within fifteen (15) days after the date of CITY'S Notice of Tentative Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Contract, that

- a. BIDDER has examined the Bid Documents, including the following addenda:

Number	Date	Number	Date
<u>1</u>	<u>3-16-2022</u>	<u>4</u>	<u>4-14-22</u>
<u>2</u>	<u>3-17-2022</u>	_____	_____
<u>3</u>	<u>3-24-2022</u>	_____	_____

of all of which is hereby acknowledged;

- b. BIDDER has familiarized itself with the nature and extent of the Bid Documents, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the WORK.
 - c. BIDDER has given the CITY written notice of all conflicts, errors or discrepancies that it has discovered in the Bid Documents and the written resolution thereof by the CITY is acceptable to BIDDER.
4. BIDDER proposes to furnish the WORK in conformity with the specifications and at the Bid Prices referenced below in the Schedule of Bid Prices. The Bid Prices quoted have been checked and certified to be correct. Said Bid Prices are fixed and firm and shall be paid to BIDDER for the successful completion of its obligation as specified in the Bid Documents.
5. It is the intent of the CITY to award this bid to the lowest responsible and responsive BIDDER. The CITY reserves the right to accept or reject any or all bids and to waive any informality concerning the bids when such rejection or waiver is deemed to be in the best interest of The CITY OF LAUDERDALE LAKES. The CITY reserves the right to award the bid on a split order basis, lump sum or individual item basis unless otherwise stated.

*If a contingency is added, it can only be used with pre-approval from City Management.

All proposed items shall include costs for all materials, equipment, labor, supervision, permit fees, taxes, insurance, bonds, miscellaneous costs and Contractor's overhead and profit. Note that change orders are not considered for costs related to any of the above.

This is a unit price project and the proposed price must be in accordance with the attached set of plans and specifications for this project. If a contingency is included, this should not be considered a guaranteed amount available to the Contractor. Use of the Contingency must be pre-approved by City Management.

CONTRACTOR shall furnish all labor, materials, and equipment and perform all the necessary WORK in the manner and form provided in the Contract Documents.

Total Project Cost Written: SEVEN HUNDRED + TWENTY NINE THOUSAND EIGHT Dollars and 0 Cents

Total Project Completion Time: HUNDRED + SIXTY Calendar Days

6. BIDDER accepts the provisions of the Contract as to liquidated damages in the event of failure to complete the WORK on time. DEPENDS ON CITY AWARD. (APP 200 DAY)

7. Communications concerning this Bid shall be as follows:

Contact Person GEORGE JAWDE

Business Address 1515 N. FEDERAL Hwy #300

CITY, State, Zip Code Boca Raton, FL 33432

Business Phone Number 561-239-9923

Email Address george@ARZBUILDERS.com

Cell Phone Number 561-239-9923

8. Other pertinent information is as follows:

License Number CBC036305 (Please Attach Copy)

Federal Tax ID# 59-2791554

Federal Employment ID # _____

Submitted on this 20th day of April, 20 22

a. (If an individual, partnership, or non-incorporated organization)

(Signature)

(Title)

PRESIDENT

b. (If a corporation)

(Affix Seal)

Signature of
BIDDER

By

GEORGE JAWDE

Attested by

Secretary

Incorporated under the laws of the State of FLORIDA.

BID PRICES WITHOUT THE MANUAL SIGNATURE OF AN AUTHORIZED AGENT OF THE
BIDDER SHALL BE REJECTED AS NON-RESPONSIVE, NON-CONFORMING AND
INELIGIBLE FOR AWARD.

CERTIFICATE
(For Corporation)

I HEREBY CERTIFY that a meeting of the Board of Directors of ARZ BUILDERS, INC. a corporation under the laws of the State of FLORIDA held on DEC 16, 20 22, the following resolution was duly passed and adopted:

"RESOLVED, that GEORGE JAWDE, as PRESIDENT of the Corporation, is hereby authorized to execute the Bid Form dated April 24, 2022, 20 22 between the City of Lauderdale Lakes, Florida, and this Corporation, and that the execution thereof, attested by the Secretary of the Corporation and with corporate seal affixed, shall be the official act and deed of this Corporation".

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 4 day of April, 20 22.

Secretary

STATE OF FLORIDA

COUNTY OF Palm Beach

Sworn to (or affirmed) and subscribed before me via ☐ physical presence OR ☐ online notarizations this 4 day of April, 20 22

By GEORGE JAWDE

Personally known X OR produced identification _____

Type of identification produced: -

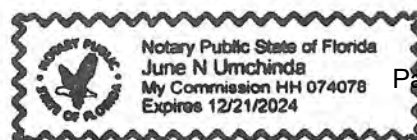
Signature of Notary Public, State of Florida

June Umchinda

Notary seal (stamped in black ink)

OR

Printed, typed or stamped name of Notary and Commission Number



BIDDER'S QUALIFICATIONS STATEMENT

BIDDER'S GENERAL INFORMATION:

BIDDER shall furnish the following information. Failure to comply with this requirement will render Bid non-responsive and may cause its rejection. Additional sheets shall be attached as required.

1. BIDDER'S Name, Principal Address, Phone, Fax Number and Email:

ARZ BUILDERS, INC

GEORGE JAWDE

1515 N. Federal Hwy #300 Boca Raton, FL 33432

561 2399923 - 561 4477536 george@ARZBUILDERS.com

2. Number of years as a CONTRACTOR in this type of work: 35 YEARS

3. Names and titles of all officers, partners or individuals doing business under trade name:

GEORGE JAWDE

PRESIDENT.

4. The business is a: Sole Proprietorship ☐ Partnership ☐ Corporation ☒

5. Name, address, and telephone number of surety company and agent who will provide the required bonds on this contract:

NIELSON, WOJCIWICZ, New & ASSO. 1000 Central Ave
#200 St. Petersburg, FL. 33705 (904) 314-9819
(Jenica Reno) jreno@Nielsonbonds.com

6. What is the last project of this nature that you have completed? Include the project value.

907 SW 37th Boynton Bch, FL. 33435 (\$200,000.00)

7. Have you ever failed to complete work awarded to you. If so, when, where and why?

NO

8. Have you personally inspected the proposed WORK and do you have a complete plan for its performance?

YES

9. List CM's or GC's your company has worked for within the past three years.

CM/GC No. 1 ALL DAY USA Contact Person: BEN SUICKIND Tel: 561 600 8830
Fax:

CM/GC No. 2 BIG DOG Const. Contact Person: Frank Finicani Tel: 561 756 3514
Fax:

10. List three SIGNIFICANT PROJECTS completed within the past five years.

Project No. 1 4 pavers Renovation Location: CITY OF GREENACRES Date Completed: 2018
Your \$ contract Amount: \$175000.00

Contracting CITY OF GREENACRES Contact Carlos Cedeno Tel: 561 642 2074
Agency/Owner: Person: Public Works Dist. Fax: 561 642 2094

Project No. 2 N. 8th St REBUILD Location: TOWN OF FLANTANA Date Completed: 2018
Your \$ contract Amount: \$475000.00

Contracting TOWN OF FLANTANA Contact Rebecca Tel: 561-655-6175 ext 7715
Agency/Owner: Person: TRAVIS P.E. Fax: 561-308-7544 Cell

Project No. 3 Type "B" curb Inventory BLVD Location: CITY OF LAUDERHILL Date Completed: Feb 2018
Your \$ contract Amount: \$350000.00

Contracting CITY OF LAUDERHILL Contact DAVID CAMPBELL Tel: 954 730 3098
Agency/Owner: Person: Fax: 954 730 4227

11. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

GEORGE JAWDE (35 years)

12. State the name and licensing of the individual who will have personal supervision of the WORK.

GEORGE JAWDE CBC036305

13. Will you sublet any part of this WORK? If so, give details.

MATERIAL SUPPLY ONLY will be sublet.

14. What equipment do you own that is available for the WORK? (Attach additional sheets as necessary)

All needed equipment

15. What equipment will you purchase for the proposed WORK?

N/A

16. What equipment will you rent for the proposed WORK?

A LIFT (IF needed)

17. Principal Materials Manufacturer and SUB-CONTRACTORS. The BIDDER who proposes to perform WORK per the project scope is submitting this Bid Form. The Schedule of Bid Prices shown on the preceding pages(s) has been calculated and tabulated using basic material prices. The following is a list of material manufacturers and SUB-CONTRACTORS whose materials and services said BIDDER proposes to furnish and utilize if awarded a CONTRACT for the WORK specified herein. It is understood that the following list is not complete, but includes the names of manufacturers of the principal components and SUB- CONTRACTORS supplying principal services to said project. It is also understood that if awarded a Contract, the BIDDER will furnish the materials of the manufacturers and utilize the services of the SUB-CONTRACTORS stated herein and that if for any reason whatsoever BIDDER wishes to substitute materials or SUB-CONTRACTORS BIDDER shall request permission in writing from the CITY stating fully the reason for making such a request prior to ordering same.

All manufacturers or their authorized vendors have been made aware of all the appropriate portions of the Bid Documents and agree that their materials will meet all of the requirements stated therein and deliveries will be scheduled so as not to impede the progress of the WORK.

Materials:

Item	Manufacturer
IMPACT WINDOWS	ECO WINDOW systems LLC
+ DOORS	ECO WINDOW systems LLC

THE Glazers: Champion + GAC glass
 who Aldora directed us to work with because
 Aldora does not supply Contractors
 directly.
 Both suppliers as of today April 19-2022
 failed to supply us with any prices.

SUB-CONTRACTORS:

[illegible]

The BIDDER acknowledges and understands that the information contained in response to this Qualification's Statement shall be relied upon by CITY in awarding the contract and such information is warranted by BIDDER to be true. The discovery of any omission or misstatement that materially affects the BIDDER'S qualifications to perform under the contract shall cause the CITY to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

The BIDDER also acknowledges that all information listed above may be checked by the CITY and authorizes all entities or persons listed above to answer any and all questions. BIDDER hereby indemnifies the CITY and persons or entities listed above and hold them harmless from any claim arising from such authorization or the exercise thereof, including the dissemination of information requested above.

BIDDER'S Signature
GEORGE JAWDE
(Print or Type Name)
4-18-2022
Date

DRUG FREE WORKPLACE CERTIFICATION

IDENTICAL TIE BIDS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quantity, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program (Florida Statutes Section 287.087). In order to have a drug-free workplace program, a business shall:

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

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



BIDDER'S Signature

GEORGE JAWDE
(Print or Type Name)

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA

COUNTY OF

Palm Beach

GEORGE JAWDE

being first duly sworn, deposes and says that:

1. BIDDER ARZ Builders is the

OWNER

(Owner, Partner, Officer, Representative or Agent)

2. BIDDER is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said BIDDER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any BIDDER, firm, or person to fix the price or prices in the attached Bid or any other BIDDER, or to fix any overhead, profit, or cost element of the Bid Price or the Bid Price of any other BIDDER, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against CITY, or any person interested in the proposed Contract;

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

BIDDER'S Signature

GEORGE JAWDE

(Print or Type Name)

Sworn to (or affirmed) and subscribed before me via ☐ physical presence OR ☐ online notarizations this

4 day of April, 2022

By

GEORGE JAWDE

Personally known X OR produced identification _____

Type of identification produced: _____

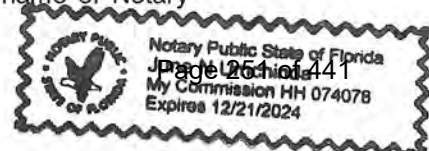
Signature of Notary Public, State of Florida

Jane Umchrinda

Notary seal (stamped in black ink)

OR

Printed, typed or stamped name of Notary and Commission Number



TRENCH SAFETY ACT COMPLIANCE

BIDDER acknowledges that the Florida Trench Safety Act, Section 553.60 et. seq., which became effective October 1, 1990, shall be in effect during the period of construction of the project. The BIDDER by signing and submitting the Bid is, in writing, assuring that it will perform any trench excavation in accordance with the applicable trench safety standards. The BIDDER further identifies the following separate item of cost of compliance with the applicable trench safety standards as well as the method of compliance.

Method of Compliance	Cost
N/A	

BIDDER acknowledges that this cost is included in the applicable items of the Bid Form and in the Grand Total Bid Price. Failure to complete the above and sign below may result in the bid being declared non-responsive.

The BIDDER is, and the CITY are not, responsible to review or assess CITY's safety precautions, programs or costs, or the means, methods, techniques or technique adequacy, reasonableness of cost, sequences or procedures of any safety precaution, program or cost, including but not limited to, compliance with any and all requirements of Florida Statute Section 553.60 et. seq. cited as the "Trench Safety Act". BIDDER is, and the CITY are not, responsible to determine if any safety or safety related standards apply to the project, including, but not limited to, the "Trench Safety Act".


BIDDER'S Signature

GEORGE JAWDE
(Print or Type Name)

WARRANTIES

In consideration of, and to induce the Award of **THE CITY OF LAUDERDALE LAKES, FLORIDA**, Construction Contract described in these Bid Documents, the CONTRACTOR represents and warrants to the City of Lauderdale Lakes, Florida:

1. The CONTRACTOR is financially solvent and sufficiently experienced and competent to perform all of the work required of the CONTRACTOR in the Construction Contract; and
2. That the facts stated in the CONTRACTOR's Bid and information given the CONTRACTOR pursuant to the request or proposal for Bids, instructions to CONTRACTORS and Specifications are true and correct in all respects; and
3. That the CONTRACTOR has read and complied with all of the requirements set forth in the request for Bids, instructions to CONTRACTORS and Specifications; and
4. That the CONTRACTOR warrants all materials supplied by it under the terms of the Construction Contract are delivered to the City of Lauderdale Lakes, Florida, free from any security interest, and other lien, and that the CONTRACTOR is a lawful owner having the right to sell the same and will defend the conveyance to the City of Lauderdale Lakes, Florida, against all persons claiming the whole or any part thereof; and
5. That the materials supplied to the City of Lauderdale Lakes, Florida, under the Construction Contract are free from the rightful claims of any persons whomsoever, by way of patent or trademark infringement or the like; and
6. That the materials supplied under the Construction Contract are merchantable within the meaning of the Uniform Commercial Code Section 2-314; and
7. That the materials supplied under the Construction Contract are free from defects in materials and workmanship under normal use and service and that any such materials found to be defective shall be replaced by the CONTRACTOR as per the attached Warranty.
8. That the materials supplied pursuant to the Construction Contract are fit for the purposes for which they are intended to be used; that under normal use and maintenance the material will continue to be fit for such purposes for the warranty period after delivery, provided that the CITY shall give the CONTRACTOR notice that the materials failed to fulfill the warranty; such notice shall state in what respect the materials have failed to fulfill the warranty, where upon the CONTRACTOR shall be allowed a reasonable time after receipt of such notice to correct the defect and the CITY agrees to cooperate in this regard. If the materials cannot be made to fulfill the Contract within the warranty period the CONTRACTOR will either furnish duplicate materials, or at its option refund the amount paid, which shall constitute a settlement in full for all damages occasioned by reason at this warranty of fitness; and
9. That this Warranty is included in exposures for which the CONTRACTOR has products liability and completed operations insurance, in minimum amounts of Two Million (\$2,000,000.00) Dollars for property damage and Two Million (\$2,000,000.00) Dollars for personal injury as shown on the Certificates of such Insurance attached hereto, and the CONTRACTOR agrees to keep such insurance coverage during the period of this Warranty; and
10. That it is an express condition of this Warranty that the item(s) hereby warranted shall be operated and maintained by the CITY in accordance with the manufacturer's recommendations as to those portions of the item(s) that are not fabricated by the CONTRACTOR, and in accordance with the CONTRACTOR's recommendations, a

copy of which has either been supplied to the City of Lauderdale Lakes should maintain complete and accurate records made at the time of performance of maintenance showing compliance with such instructions, and by acceptance of this Warranty, the City of Lauderdale Lakes, Florida, agrees to present such records to the CONTRACTOR upon request in the event of a claim hereunder by the CITY;


11. The foregoing Warranties apply as a minimum and are supplemental to other Warranties offered. They are not substituted, but in addition to, any other Warranties offered; and
12. That it is agreed and understood by the CONTRACTOR that the City of Lauderdale Lakes, Florida, is induced to enter the Construction Contract in reliance upon this Warranty.

SIGNED, sealed and delivered on this 18 day of April, 20 22

(SEAL)

CONTRACTOR:





BIDDER'S Signature

GEORGE JAWDE

(Print or Type Name)

ATTEST:



Secretary

CITY OF LAUDERDALE LAKES
E-VERIFY AFFIRMATION STATEMENT

ITB/Bid/Contract No: ITB 22-6210-08B

Project Description: Citywide Facilities Hardening (Installation of Impact Windows & Doors)

Per Florida State Statutes, Chapter 448.095(2), effective January 1, 2021, no public contract can be entered into without an E-Verify certificate. This applies to both prime Contractors and Subcontractors. It is the responsibility of the prime Contractor to verify compliance with Subcontractors.

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of:

- a) All persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
- b) All persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify system during the term of the Contract is a condition of the Contract.

GEORGE JAWDE
ARZ BUILDERS, INC.
Contractor/Proposer/Bidder Company Name

[Signature]
Authorized Company Signature

ARZ BUILDERS, INC.
Authorized Company Printed Name

PRESIDENT
Title

April 20-2022
Date

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than THREE

No. 0 21600

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
KEVIN WOJTOWICZ	ALL OF	ALL
EILEEN C. HEARD	ST. PETERSBURG, FLORIDA	\$100,000,000
JESSICA P. RENO		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 9TH day of FEBRUARY, 2021

Attest

GREAT AMERICAN INSURANCE COMPANY



My L C. B.

Assistant Secretary

Mark V. Vicario

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

MARK VICARIO (877-377-2405)

On this 9TH day of FEBRUARY, 2021, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

Susan A Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this

20 day of April 2022



My L C. B.

Assistant Secretary



City of Lauderdale Lakes
4300 NW 36th Street
Lauderdale Lakes, FL, 33319

Department of Financial Services
Phone: (954) 535-2828
Fax: (954) 535-1892

ADDENDUM No. 1

ADDENDUM NO. 1

ITB NO.: 22-6210-08B

TITLE: Citywide Facilities Hardening
(Installation of Impact Windows & Doors)

ITB CLOSING DATE: April 20, 2022 @ 10:00am

DATE: March 16, 2022

NUMBER OF PAGES: 1

This Addendum to the contract documents is issued to provide additional information and clarification to the original solicitation requirements and is hereby declared a part of the original contract documents. In case of conflict, this Addendum shall govern. Bidders shall acknowledge receipt of this Addendum by signature of this form to be included with their intended Bid submission. Failure to sign and provide with bid submission shall deem your company as non-responsive.

Clarifications & Announcements:

Please note that this addendum clarifies the closing date is **April 20, 2022 @ 10:00am**

Questions & Answers:

N/A

ALL ELSE REMAINS THE SAME

ACKNOWLEDGED BY:

ARZ BUILDERS, INC.

COMPANY NAME

[Signature]

4-14-2022

SIGNATURE/DATE

GEORGE JAWDE

PRINTED NAME

CITY OF LAUDERDALE LAKES

[Signature: Bobbi Williams]

Bobbi Williams, MPA
Assistant Director, Financial Services



City of Lauderdale Lakes
4300 NW 36th Street
Lauderdale Lakes, Fl., 33319

Department of Financial Services
Phone: (954) 535-2828
Fax: (954) 535-1892

ADDENDUM No. 2

ADDENDUM NO. 2

ITB NO.: 22-6210-08B

TITLE: Citywide Facilities Hardening
(Installation of Impact Windows & Doors)

ITB CLOSING DATE: April 20, 2022 @ 10:00am

DATE: March 17, 2022

NUMBER OF PAGES: 2

This Addendum to the contract documents is issued to provide additional information and clarification to the original solicitation requirements and is hereby declared a part of the original contract documents. In case of conflict, this Addendum shall govern. Bidders shall acknowledge receipt of this Addendum by signature of this form to be included with their intended Bid submission. Failure to sign and provide with bid submission shall deem your company as non-responsive.

Clarifications & Announcements:

N/A

Questions & Answers:

- Q.1. What's the aluminum frame finish and glass make up desired for the windows and doors?
A.1. All specifications should be on the NOAs. Frame finish should be in bronze color and all glass slightly tinted unless noted otherwise. The City will approve all color and tint prior to installation.
- Q.2. Are you open to other manufacturers that can match specifications (besides Aldora)?
A.2. We have used this brand in the past. However, if there are proof of a better product we are open for discussion.

ALL ELSE REMAINS THE SAME



City of Lauderdale Lakes
4300 NW 36th Street
Lauderdale Lakes, Fl., 33319

Department of Financial Services
Phone: (954) 535-2828
Fax: (954) 535-1892

ACKNOWLEDGED BY:

ARZ BUILDERS, INC

COMPANY NAME

[Signature] 4-19-22

SIGNATURE/DATE

GEORGE JAWDE

PRINTED NAME

CITY OF LAUDERDALE LAKES

[Signature]

Bobbi Williams, MPA
Assistant Director, Financial Services



City of Lauderdale Lakes
4300 NW 36th Street
Lauderdale Lakes, FL, 33319

Department of Financial Services
Phone: (954) 535-2828
Fax: (954) 535-1892

ADDENDUM No. 3

ADDENDUM NO. 3

ITB NO.: 22-6210-08B

**TITLE: Citywide Facilities Hardening
(Installation of Impact Windows & Doors)**

ITB CLOSING DATE: April 20, 2022 @ 10:00am

DATE: March 24, 2022

NUMBER OF PAGES: 4

This Addendum to the contract documents is issued to provide additional information and clarification to the original solicitation requirements and is hereby declared a part of the original contract documents. In case of conflict, this Addendum shall govern. Bidders shall acknowledge receipt of this Addendum by signature of this form to be included with their intended Bid submission. Failure to sign and provide with bid submission shall deem your company as non-responsive.

Clarifications & Announcements:

- 1) The Schedule of Bid Items has been revised to reflect the removal of the Public Works Building located at 3463 NW 43rd Avenue and the Aquatic Center located at 3077 NW 39th Street. This is the only version that will be accepted.
- 2) The sign in sheet for the non-mandatory pre-bid conference and site visit is enclosed.

Questions & Answers:

Q.1 Is there a plan holders list maintained?

A.1. Not available until award is made.

Q.2. Is there an actual cost for the project?

A.2. No

Q.3. Is there an actual start date for the project?

A.3. Upon issuance of Notice to Proceed

City Hall

Q.1. Do the buildings have asbestos inspections documentation?

A.1. Only if it's necessary, the City will provide this information in a subsequent addendum.

Q.2. Will all the hurricane shutters have to be removed?

A.2. Yes. The contractor is responsible for removal and storage of hurricane shutters close to site on all locations. The City will retrieve afterwards. Also, the City will provide a staging area, if needed and will work with the contractor on the logistics.

Q.3. Does all window shades have to be removed?

A.3. Yes and reinstalled after window installation. All blinds attached to the frame or structure will have to be reinstalled. If they are attached to the doors they do not need to be reinstalled.

Q.4. When removing windows and shutters does any holes or damaged caused from the removal need to be repaired?

A.4. Yes, all damaged caused by the removal must be repaired at all locations and any disturb areas must be restored to its original or improved condition.



City of Lauderdale Lakes
4300 NW 36th Street
Lauderdale Lakes, FL, 33319

Department of Financial Services
Phone: (954) 535-2828
Fax: (954) 535-1892

- Q.5. Do the window frames and windows need to be replaced also?
A.5. Yes, entire window systems need to be replaced at all locations and properly disposed.
Q.6. Does the City Hall Atrium entrance doors need to be replaced?
A.6. No

Fire Station

- Q.1. Does every window have a screen?
A.1. No. Only the sliding windows.
Q.2. Specify which windows have a vertical slide?
A.2. The revised Schedule of Bid items identifies all the vertical and horizontal sliding windows.
Q.3. What color framing is wanted for this building?
A.3. Color will be determined prior to an agreement for all locations.
Q.4. Does the 2nd floor weight room and equipment room need an egress window?
A.4. Yes. The revised Schedule of Bid items identifies all the vertical and horizontal sliding windows.
Q.5. Does the 2nd floor recreation room need egress windows?
A.5. Yes. The revised Schedule of Bid items identifies all the vertical and horizontal sliding windows.

Multipurpose Building

- Q.1. Does the 2nd floor need egress windows?
A.1. Yes. The revised Schedule of Bid items identifies the number of windows.

Alzheimer Center

- Q.1. Do the alarm system contacts need to be replaced.
A.1. Yes. Anything removed will need to be replaced. This is for all locations
Q.2. Do the Northeast patio double doors entrance blinds need to be reinstalled after removal?
A.2. No. All blinds attached to the frame or structure will have to be reinstalled. If they are attached to the doors they do not need to be reinstalled.
Q.3. How is the work expected to be completed?
A.3. Work can be done in phases. This will be determined prior to commencement.

Vincent Torres Park

- Q.1. The main entrance stationary panels under the canopy above the doors need to be replaced?
A.1. No. Not at this time.
Q.2. Do the doors need to be replaced as well?
A.2. No.
Q.3. Are all the classroom windows being replaced? And how many egress windows?
A.3. Yes. The revised Schedule of Bid items identifies the number of windows.
Q.4. Do the basketball court windows need the cross bars replaced to protect from balls hitting the windows reinstalled?
A.4. No.

Willie Webb Park

- Q.1. Do you want to keep the same size windows?
A.1. Yes, all sizes remain the same.
Q.2. Do the hurricane shutters need to be removed here also?
A.2. Yes. The contractor is responsible for removal and storage of hurricane shutters close to site on all locations. The City will retrieve afterwards. Also, the City will provide a staging area, if needed and will work with the contractor on the logistics.
Q.3. What color frames do you want?
A.3. Basic standard colors like bronze, white or aluminum. The final color will be determined prior to an agreement.



City of Lauderdale Lakes
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Lauderdale Lakes, FL, 33319

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Q.4. Some windows are missing.

A.4. Yes. The revised Schedule of Bid items identifies the additions.

Q.5. Auditorium North side windows have 8 total existing windows, not two.

A.5. Correct. The revised Schedule of Bid items identifies the changes.

Q.6. What is meant by the 2 year time frame?

A.6. Work that is not completed in this Fiscal year will be scheduled for next year.

ALL ELSE REMAINS THE SAME

ACKNOWLEDGED BY:

ARZ BUILDERS, INC.
COMPANY NAME

[Signature] 4-18-2022
SIGNATURE/DATE

GEORGE JAWDE
PRINTED NAME

CITY OF LAUDERDALE LAKES

[Signature]

Bobbi Williams, MPA
Assistant Director, Financial Services



City of Lauderdale Lakes
4300 NW 36th Street
Lauderdale Lakes, FL, 33319

Department of Financial Services
Phone: (954) 535-2828
Fax: (954) 535-1892

ADDENDUM No. 4

ADDENDUM NO. 4

ITB NO.: 22-6210-08B

TITLE: Citywide Facilities Hardening
(Installation of Impact Windows & Doors)

ITB CLOSING DATE: April 20, 2022 @ 10:00am

DATE: April 14, 2022

NUMBER OF PAGES: 2

This Addendum to the contract documents is issued to provide additional information and clarification to the original solicitation requirements and is hereby declared a part of the original contract documents. In case of conflict, this Addendum shall govern. Bidders shall acknowledge receipt of this Addendum by signature of this form to be included with their intended Bid submission. Failure to sign and provide with bid submission shall deem your company as non-responsive.

Clarifications & Announcements:

N/A

Questions & Answers:

Q.1. Can proposed substitutes or equal items be submitted for the Aldora Aluminum and Glass Products?

A.1. Yes, proposed substitutes may submitted for this project. However an approved Notice of Acceptance (NOA) must be provided.

ALL ELSE REMAINS THE SAME

ACKNOWLEDGED BY:

ARZ BUILDERS, INC.
COMPANY NAME

[Signature] 4-18-22
SIGNATURE/DATE

GEORGE JAWDE
PRINTED NAME



City of Lauderdale Lakes
4300 NW 36th Street
Lauderdale Lakes, FL, 33319

Department of Financial Services
Phone: (954) 535-2828
Fax: (954) 535-1892

CITY OF LAUDERDALE LAKES

Bobbi Williams

Bobbi Williams, MPA
Assistant Director, Financial Services

INVITATION TO BID

CITYWIDE FACILITIES HARDENING (INSTALLATION OF IMPACT WINDOWS & DOORS)

BID NO.: 22-6210-08B

Issued on behalf of the Public Works

We Care

CITY OF LAUDERDALE LAKES

Financial Services Department

4300 NW 36th Street

Lauderdale Lakes, FL 33319

Phone: (954) 535-2700

Fax: (954) 535-1892

Email: purchasing@lauderdalelakes.org

City of Lauderdale Lakes, Florida
Administration Division
Lauderdale Lakes, FL 33319
www.lauderdalelakes.org
purchasing@lauderdalelakes.org
954-535-2700

Solicitation: ITB 22-6210-08B	ITB Issue Date: March 11, 2022	
Bid Description:	Citywide Facilities Hardening (Installation of Impact Windows & Doors)	
Strategic Goal Alignment:	Maintain and Improve Public Infrastructure	
Pre-Bid Conference & Site Visit:	N/A	
Bid Submittal Deadline:	April 20, 2022	Time: 10:00am

BID RESPONSES MUST BE RECEIVED NO LATER THAN THE DATE AND TIME SPECIFIED ABOVE. BIDS WILL BE ACCEPTED AND NAMES OF BIDDERS READ ALOUD AT THAT TIME. LATE BIDS WILL NOT BE CONSIDERED.

Purpose/Project Description:	<p>City of Lauderdale Lakes is seeking a qualified contractor to provide and install impact windows and doors per the plans and specifications per the various locations.</p> <p>Scope of Work: Replace existing doors and windows per the plans and specifications per the required measurement per door and/or window for the various locations throughout the City. Contractor is responsible for inside and outside trim/finishing work to include but not limited to patching, stucco, caulking, painting, etc. Refer to plans and specifications.</p>
-------------------------------------	--

Event	Location	Date	Time
ITB Published	City of Lauderdale Lakes, FL	March 11, 2022	N/A
Non-Mandatory Pre-Bid Conference & Site Inspection (if available)	City of Lauderdale Lakes, FL, City Hall, 1st Floor	March 22, 2022	10:00am
Deadline for Questions	City of Lauderdale Lakes, FL	April 13, 2022	12:00PM
ITB Close Date/Bids Due	City of Lauderdale Lakes, FL	April 20, 2022	10:00am
Evaluation Committee Review	City of Lauderdale Lakes, FL	N/A	N/A
Presentation	City of Lauderdale Lakes, FL	TBD	TBD
Anticipated Award Date	City of Lauderdale Lakes, FL	May 24, 2022 ¹	7:00pm

Note:

¹ The City of Lauderdale Lakes reserves the right to delay and/or change the date for this event.

Point of Contact: Requests for Information related to this solicitation must be directed to:

Bobbi J. Williams, MPA
Assistant Director
954-535-2700
bobbjw@lauderdalelakes.org

Please send written questions in the form of an email.

INVITATION TO BID (ITB)

CITY OF LAUDERDALE LAKES, FLORIDA

The City of Lauderdale Lakes, Florida, hereinafter referred to as the "City", is hereby soliciting bids from qualified contractors to provide and install impact windows and doors per the plans and specifications per the various locations throughout the City of Lauderdale Lakes in the ITB22-6210-08B to be received electronically in the Administration Division, City of Lauderdale Lakes, 4300 NW 36th Street, Lauderdale Lakes, Florida 33319-5599, **until 10:00 a.m. Local Time, on April 20, 2022,** at which time this ITB will be publicly declared closed.

Please submit electronically to Demandstar by Onvia at www.demandstar.com. A hard copy of the bid is no longer accepted. However, if this proposal requires a bid bond, the original must be submitted in a sealed envelope bearing the name of the firm, individual and/or company, the address, as well as the ITB number and the title of this solicitation no later than the date and time stipulated in the timetable provided. Bid Bonds received after the submittal deadline noted will not be considered and there will be no extensions permitted.

Solicitation documents shall be obtained by contacting DemandStar by Onvia at www.demandstar.com or toll-free: 1-800-711-1712. Proposers who obtain solicitation documents from other sources than DemandStar.com are cautioned that the solicitation package may be incomplete. Furthermore, all addendums will be posted and disseminated by DemandStar.

RFP: 22-6210-08B

Title: Citywide Facilities Hardening (Installation of Windows & Doors)

Deadline for Receipt of Proposals: April 20, 2022 at 10:00 am

Bid Opening: ITB22-6210-08B, Facilities Hardening (Impact Windows and Doors)
Wed, Apr 20, 2022 10:00 AM - 10:30 AM (EDT)

Please join my meeting from your computer, tablet or smartphone.

<https://meet.goto.com/287082805>

You can also dial in using your phone.

United States: [+1 \(872\) 240-3212](tel:+18722403212)

Access Code: 287-082-805

Pre-Bid Conference: The non-mandatory pre-bid conference will be held, March 22, 2022 at 10am. Meeting location is at City Hall, 4300 NW 36th Street, Lauderdale Lakes, FL 33319.

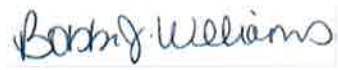
Bonding Requirements. This project requires a bid bond of 5% of the bid amount. In addition, a performance and payment bond at 100% of the contract amount is required.

Acceptance and Rejections: The City of Lauderdale Lakes, Florida, reserves the right to reject any and all proposals, waive informalities, re-advertise and award the Contract in its best interest.

Prohibition Against Lobbying: Please be advised that this solicitation is subject to the City of Lauderdale Lakes' Purchasing Code Section 82-366, Ethics in Public Contracting, prohibiting communication related to this solicitation except with the designated representative during the formal solicitation process.

Advertisement Dates:
March 11, 2022

City of Lauderdale Lakes, Florida

By: _____

Bobbi J. Williams, MPA
Assistant Director, Financial Services

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When completed and executed, these documents, along with the Plans/exhibits, Specifications and applicable Power of Attorney certifications for bond agents and Certificates of Insurance for the CONTRACTOR, will, collectively, form the Contract for this Project.

DEFINITIONS

Whenever the following terms appear in the Bid, the intent and meaning shall be interpreted as follows:

1.1 "Bid" or "Invitation to Bid" (ITB): terms used interchangeably in this Invitation to Bid while retaining the same meaning.

1.2 CITY OR Owner: City of Lauderdale Lakes, Florida, the public body, agency or instrumentality for which a Contract is to be performed. In all respects hereunder, CITY's performance is pursuant to CITY's position as the owner of a construction project. In the event CITY exercises its regulatory authority as a governmental body, the exercise of such regulatory authority and the enforcement of any rules, regulations, laws and ordinances shall be deemed to have occurred pursuant to CITY's authority as a governmental body and shall not be attributable in any manner to CITY as a party to the Contract.

1.3 "Contractor", "BIDDER", "Successful Proposer", "Vendor", "Firm" or "Consultant: the individual(s) or firm(s) to whom the award is made and who executes the Contract Documents.

1.4 Contract: The written agreement for performance of the Scope of Work entered into between the City and the successful BIDDER. The term "Agreement" used interchangeably retaining the same meaning.

1.5 Contract Administrator: The Purchasing Agent, Financial Service Department, or some other employee expressly designated as Contract Administrator in writing by the City Manager, who is the representative of the CITY concerning the Contract Documents.

1.6 Notice to Proceed: A written notice to Contractor authorizing the commencement of work.

1.7 Plans and/or Drawings: The official graphic representations of this construction project.

1.8 Proposer: Any individual, firm, or corporation submitting a bid for this project, acting directly or through a duly authorized representative. For the purpose of this Contract, Proposer shall mean the same thing as the BIDDER.

1.9 Purchasing Division: The Purchasing Division, Financial Services Department.

1.10 Sub-Proposer/Sub-consultant: Any person, firm, entity, or organization, other than the employees of the successful Proposer, who contract with the Successful Proposer to furnish labor, or labor and materials, in connection with the Work or Services to the City, whether directly or indirectly, on behalf of the Successful Proposer.

1.11 Work, Services, Program, Project, or Engagement: All matters that will be required to be done by the successful Proposer in accordance with the Scope of Work, and the Terms and Conditions of this RFP.

SCOPE OF SERVICES

I. Background

The City of Lauderdale Lakes is located near the geographic center of Broward County, immediately east of the Florida Turnpike. State Road 7 (U.S. 441) and Oakland Park Boulevard are the major arterial roadways traversing the City. Lauderdale Lakes is approximately 4 square miles in size. The predominant land use is residential with approximately 70% of the total housing stock in multi-family units. The City also contains a full range of commercial, industrial and institutional land uses, located primarily along arterial roadways.

The City of Lauderdale Lakes has a diverse population and is estimated at 36,769.

The City is governed by a Commission/City Manager form of government. Mayor and Commissioners are elected officials and serve for a four year term. The City Manager is appointed by the City Commission. The current City Manager was appointed November 2017. The City employs a skilled and diverse workforce of approximately 144 full-time and part-time employees across nine (9) departments: Mayor and City Commission, City Manager, City Clerk, Community Redevelopment Agency (CRA), Development Services, Financial Services, Human Resources and Risk Management, Parks and Human Services, and Public Works.

II. Scope of Services

A. The project includes removal and installation of impact doors and windows per the ITB 22-6210-08B. Approved plans and specifications are included.

Contractor must be provide all labor, materials, tools, equipment for this project.

Bidder should attend the site visit to become familiar with the existing conditions. Change orders will NOT be approved due to existing conditions that were not considered by Bidder.

B. Facilities will require doors and storefront or stationary windows at the locations listed below.

Facility	Address
Alzheimer Care Center	4320 NW 36 th Street
City Hall (Main Building)	4300 NW 36 th Street
City Hall (2 nd Floor)	4300 NW 36 th Street
Emergency Operations Center (EOC)	4300 NW 36 th Street
Vincent Torres Memorial Park	4331 NW 36 th Street
Aquatic Center	3077 NW 39 th Street
Multi-Purpose Building	4340 NW 36 th Street
Public Works	3463 NW 43 rd Avenue
Willie Web Senior Park	3601 NW 21 st Street
Willie Web Senior Park (Fitness center)	3601 NW 21 st Street
Fire Station No.37	3461 NW 43 rd Avenue

GENERAL CONDITIONS

ADDITIONAL TERMS AND CONDITIONS: No additional terms and conditions included with the proposal response shall be evaluated or considered, have no force or effect, and are inapplicable to this proposal unless agreed to in writing by the City. It is understood and agreed that the conditions in these Proposal Documents are the only conditions applicable to this proposal and the Proposer's authorized signature on the Proposal Form attests to this.

ANNUAL APPROPRIATION: Any Contract issued is conditional upon the approval of the annual budget appropriations to implement the Contract.

ASSIGNMENT: Any Purchase Order or Contract issued pursuant to this solicitation and the monies which may become due hereunder are not assignable, in whole or part without prior consent and approval by the City Manager or designated representative.

AWARD OF CONTRACT. The CITY reserves the right to accept any Bid or combination of Bid alternates which, in the CITY'S judgment will best serve the CITY'S interest, reject any and all Bids, waive any and all informalities and/or irregularities, and disregard all nonconforming, nonresponsive, unbalanced or conditional Bids. Also, the CITY reserves the right to reject the Bid of any BIDDER, if the CITY believes that it would not be in the best interest of the CITY to make an award to that BIDDER, whether because the Bid is non-conforming, non-responsive, unqualified, of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the CITY.

The Successful Contractor(s) shall not begin work until a Contract has been awarded by the City Commission (if required) and a notice to proceed has been issued. Contractor(s) agree and understand that the issuance of a Purchase Order and/or Task Order shall be issued and provided to the Contractor(s) following Commission award.

BID FORM. Bids must be submitted on the Bid Form provided by the CITY. The BIDDER will be responsible for correctly completing all blanks on the Bid Form.

Bids by partnerships must be executed in the partnership name, signed by a partner, and accompanied by evidence of authority to sign. The name of the person executing the Bid Document shall be typed or printed below the signature.

Bids by corporations must be executed in the corporate name by the president, vice-president or other corporate officer, attested by the secretary of the corporation and accompanied by evidence of authority to sign. The name of the person executing the Bid Document and state of incorporation shall be typed or printed below the signature. The Bid shall contain an acknowledgement of receipt of all Addenda.

BID SECURITY. Each Bid must be accompanied by a Bid security made payable to the City of Lauderdale Lakes in an amount of five percent (5%) of the BIDDER'S maximum Bid price and in the form of a certified check or cashier's check drawn upon any State or National Bank of Florida or a Bid Bond issued by a surety meeting the requirements of Paragraph 5.1 of the General Conditions. Said check or Bid Bond shall be made payable to the CITY and shall be given as a guarantee that BIDDER, upon receipt of Notice of Tentative Award of the contract, will enter into the Contract with the CITY, and furnish the necessary documents including, but not limited to: insurance certificates, Payment Bond and Performance Bond; each of the said Bonds to be in the amount stated on the Invitation to Bid.

The Bid Security of the SUCCESSFUL BIDDER will be retained until such BIDDER has

executed the Construction Contract and furnished the required contract security whereupon the Bid security will be returned. If the apparent SUCCESSFUL BIDDER fails to execute and deliver the Construction Contract and furnish the required contract security within fifteen (15) calendar days after the Notice of Tentative Award, which is issued prior to CITY Commission award of Construction Contract, the CITY may annul the Notice of Tentative Award, and the Bid security of that BIDDER will be forfeited. The CITY may then accept the Bid of the next lowest responding BIDDER, or re-advertise for bids. If the Bid of the next lowest BIDDER is accepted, this acceptance shall bind such BIDDER as though it was the original SUCCESSFUL BIDDER. There shall be no binding contract until such time as the CITY accepts the Construction Contract and makes final award of the contract. The Bid Security of other BIDDERS whom CITY believes to have a reasonable chance of receiving the award may be retained by the CITY until the earlier of the seventh day after the effective date of the Construction Contract or the ninety-first day after the Bid opening, whereupon Bid security furnished by such BIDDERS will be returned. Bid security with Bids which are not competitive or responsive will be returned upon award of the Bid.

BONDING. Prior to commencing work, the CONTRACTOR shall execute and furnish to CITY a performance bond and a payment bond, in a form approved by the CITY and as provided by state law, each written by a corporate surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years. The surety company shall have at least the following minimum qualification in accordance with the latest edition of A.M. Best's Insurance Guide, published by Alfred M. Best Company, Inc., Ambest Road, Oldwick, New Jersey 08858: B+ to A+.

The penal sum stated in each bond shall be the amount equal to the total amount payable under the terms of this Agreement. The performance bond shall be conditioned that the CONTRACTOR performs the contract in the time and manner prescribed in the Agreement. The payment bond shall be conditioned that the CONTRACTOR promptly makes payments to all persons who supply the CONTRACTOR with labor, materials and supplies used directly or indirectly by the CONTRACTOR in the performance of the Work provided for in this Agreement and any change orders and shall provide that the surety shall pay the amount not exceeding the sum provided in the bonds, together with interest at the maximum rate allowed by law and that the CONTRACTOR and surety shall indemnify and hold harmless the CITY to the extent of any and all payments in connection with the performance of this Agreement which the CITY may be required to make by law.

Pursuant to the requirements of Section 255.05(1) (a), Florida Statutes, the CONTRACTOR shall record the payment and performance bonds in the public records of Broward County, at its own expense.

CLEAN AIR ACT AND FEDERAL POLLUTION CONTROL ACT: CONTRACTOR shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387).

COORDINATION. The Contractor shall notify all utilities, transportation department, etc., in writing, with a copy to the Public Works Director before construction is started and shall coordinate his Work with them. The Contractor shall cooperate with the owners of any underground or overhead utility lines in their removal, construction and rearrangement operations in order that services rendered by these parties will not be unnecessarily interrupted.

The Contractor shall arrange his Work and dispose of his materials so as to not interfere with the operation of other Contractors engaged upon adjacent work and to join his Work to that of others in a proper manner and to perform his Work in the proper sequence in relation to that of other Contractors all as may be directed by the Public Works Director. **Each Contractor shall be**

responsible for any damage done by him or his agents to the work performed by another Contractor.

The Contractor shall contact the Broward County Transportation Department and the Florida Department of Transportation, as applicable, to verify and obtain location of any and all traffic conduits, loops, and street light underground services.

CONFLICT OF INTEREST: All BIDDERS must disclose with their Bid the name of each of its employees, agents, or relatives who are employees of the CITY. Further, all BIDDERS must disclose the name of any CITY employee known to it, who owns, directly or indirectly, any interest in the BIDDER'S firm or any of its affiliated companies.

CONTRACT EXTENSION: The City reserves the right to automatically extend any Contract for up to ninety (90) calendar days beyond the stated Contract term, under the same terms and conditions of said Contract. The City shall notify the Successful Proposer in writing of such extensions. Additional extensions over the first ninety (90) day extension may occur, if the City and the Successful Proposer are in mutual agreement of such extensions.

COMPLIANCE WITH FEDERAL LAWS, REGULATIONS AND EXECUTIVE ORDERS: Proposers are required to comply with all provisions of federal, state, county and local laws, ordinances rules and regulations that are applicable to the services being offered in the ITB. Lack of knowledge of the Proposer shall in no way be a cause for relief from responsibility.

DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS: The bidder or proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency.

DELETION/OVERSIGHT/MISSTATEMENT: Any deletion, oversight or misstatement of the Specifications shall not release the Proposer from the responsibility of supplying complete and fully operational units, together with all appurtenances necessary for unrestricted operation as determined by the City in its sole discretion.

DUST PREVENTION. The Contractor shall, by means of a water spray, or temporary asphalt pavement, take all necessary precautions to prevent or abate a dust nuisance arising from dry weather or Work in an incomplete stage. All costs of this Work shall be included in cost of other parts of the Work.

Should the Contractor fail to abate a dust nuisance by the above methods, and then he will be required to immediately construct temporary patches per City standards.

EMPLOYEES: Employees of the Contractor shall at all times be under its sole direction and not be an employee or agent of the City. The Contractor shall supply competent employees. The City may require the Contractor to remove an employee or subcontractor it deems careless, incompetent, insubordinate or otherwise objectionable without any cost to the City or without any increase in Contract Price. Contractor shall be responsible to the City for the acts and omissions of all employees working under its directions whether or not the actions taken go beyond the normal scope of employment.

EQUAL EMPLOYMENT OPPORTUNITY: CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. To include any revisions and/or amendments to the 41 C.F.R, 60-1.4(b), in accordance with Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, Amending Executive

Order 11246 Relating to Equal employment Opportunity, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor).

EXAMINATION OF BID DOCUMENTS AND SITE. Pursuant to Article 4, General Conditions of the Construction Contract, BIDDER must satisfy itself by personal and thorough examination of the location of the proposed WORK, Bid Documents, requirements of the WORK and the accuracy of the estimate of the quantities of the WORK to be done; and BIDDER shall not at any time after the submission of a Bid dispute or complain of such estimate nor the nature or amount of WORK to be done.

By submission of its Bid, BIDDER affirms that it has, at its own expense, made or obtained any additional examinations, investigations, explorations, tests, and studies and obtained any additional information and data which pertain to the physical conditions (surface, subsurface, and Underground Utilities) at or contiguous to the site or otherwise, prior to bidding which may affect cost, progress, or performance of the WORK and which BIDDER deems necessary to determine its Bid for performing the WORK in accordance with the time, price, and other terms and conditions of the Bid Documents and/or BIDDER has satisfied itself with respect to such conditions and it shall make no claims against the CITY if on carrying out the WORK it finds that the actual conditions do not conform to those indicated.

On request, the CITY will provide BIDDER access to the site to conduct such investigations and tests, as BIDDER deems necessary for submission of its Bid. BIDDER shall schedule such access in advance with the CITY.

Upon completion of such additional field investigations and tests, BIDDER shall completely restore disturbed areas.

EXPENSES: Neither the CITY nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this ITB. All expenses in the preparation of this ITB are the sole responsibility of the Proposer. All Submittals should be prepared to provide a straightforward and concise description of the respondents' qualifications and ability to meet the requirements of the ITB.

FLORIDA TRENCH SAFETY ACT COMPLIANCE: In the event this contract requires trench excavation, the requirement of Fla. Stat. 553.60, et seq., shall be adhered to by all BIDDERS. Every BIDDER shall provide a certification on the form provided and other required documentation.

INDEMNIFICATION: Proposer agrees to protect, defend, indemnify, and hold harmless the City, its employees, representatives, and elected officials from any and all claims and liabilities including all attorney's fees and court costs, including appeals, for which the City, its employees, representatives, and elected officials can or may be held liable as a result of injury (including death) to persons or damage to property occurring by reason of any negligence, recklessness, or intentional wrongful misconduct of the Proposer, its employees, or agents, arising out of or connected with this Contract. The Proposer shall not be required to indemnify the City or its agents, employees, representatives, or elected officials when an occurrence results solely from the wrongful acts or omissions of the City, or its agents, employees or representatives.

The parties agree that one per cent (1%) of the total compensation paid to the Proposer for performance of this Contract shall represent the specific consideration for the Proposer's indemnification of the Owner.

It is the specific intent of the parties hereto that the foregoing indemnification complies with F.S. 725.06 (Chapter 725). It is further the specific intent and agreement of the parties that all of the Contract Documents on this Project are hereby amended to include the foregoing indemnification and the "Specific Consideration" therefore.

INSURANCE. If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Purchasing Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance, and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

Comprehensive or Commercial General Liability – Minimum Limits of total coverage shall be \$2,000,000 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability, the basic policy to be in said form with any excess coverage (and the carrier) to meet \$2,000,000 minimum to be acceptable to the CITY

Commercial/Business Auto Policy - Minimum limit of \$1,000,000 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability for owned vehicles, hired and non-owned vehicles; employee non-ownership

Workers Compensation and Employer's Liability - Coverage to apply for all employees for Statutory Limits in compliance with the applicable State and Federal laws. CONTRACTOR shall require each SUB- CONTRACTOR similarly to maintain workers compensation during the term of the Contract and up to the date of final acceptance. CONTRACTOR shall defend, indemnify and save the CITY harmless from any damage resulting to them for failure of either CONTRACTOR or any SUB- CONTRACTOR to take out or maintain such insurance.

INTERPRETATIONS AND ADDENDA: All Proposers shall carefully examine the Proposal Documents. Any ambiguities or inconsistencies shall be brought to the attention of the City in writing prior to the opening of Proposals; failure to do so on the part of the Proposer will constitute an acceptance by the Proposer of any subsequent decision by the City. Any questions concerning the intent, meaning and interpretations of the Proposal Documents shall be requested in writing, and received by the City at least fourteen (14) days prior to the Proposal Opening. Inquiries shall be addressed to the Purchasing Agent. No person is authorized to give oral interpretations of, or make oral changes to the Proposal. Therefore, oral statements given before the proposal opening will not be binding. Any interpretation of, or changes to the proposal will be made in the form of a written Addendum to the proposal and will be furnished to all Proposers. Receipt of all addenda shall be acknowledged by the Proposers in the appropriate place on the Proposal Form. The CITY will endeavor to send any addenda to all prospective BIDDERS via the electronic bidding platform. All Special Conditions, Drawings and Technical Specifications shall have precedence over General Conditions. If there is a conflict between the General Conditions, Special Conditions, Technical Specifications and Drawings, the more stringent specification shall apply.

LOCAL PREFERENCE. Any qualified local business shall receive bidding preferences pursuant to Section 82-356 (l) of the CITY's Code of Ordinances, which states:

"If a qualified local business submits a response to either an inquiry made pursuant to informal competitive conditions or a formal solicitation as required in Section 82-356 of the code, and the original Bid of the qualified local business is within ten percent (10%) of the low Bid, then the CITY shall give the qualified local business the opportunity to meet the price of the low Bid. The order of preference by which the qualified local business shall be given the opportunity to match the low Bid shall be from the lowest to the highest Bid, as long as the initial Bid was within ten percent (10%) of the low Bid." NOT APPLICABLE FOR THIS SOLICITATION

MINIMUM QUALIFICATIONS To be eligible for award of a contract in response to this solicitation, the Bidder must demonstrate that they have successfully completed services, as specified in the Technical Specifications / Scope of Services section of this solicitation, are normally and routinely engaged in performing such services for a minimum of three (3) years, and are properly and legally licensed to perform such work. In addition, the Bidder must have no conflict of interest with regard to any other work performed by the Bidder for the City of Lauderdale Lakes. Master Electrician is preferred.

MODIFICATION OF AN OFFER: Any modification of an Offer by the Proposer shall be submitted to the Department of Financial Services prior to the Solicitation Closing Date & Time. The Proposer shall submit the new Offer and a letter, on company letterhead, signed by an authorized agent of the Proposer stating that the new submittal supersedes the previously submitted Offer. The proposer must present certification to assure that they are indeed an authorized representative of the Proposer's firm at the time such communication to modify the Proposal is presented. A City representative will verify this information prior to acceptance of the modified proposal. The sealed envelope shall contain the same information as required for submitting the original Offer. In addition the envelope shall be marked with a statement that this Offer replaces the previously submitted Offer. No modifications of an Offer shall be accepted after the Solicitation Closing Date & Time.

NO EXCLUSIVE CONTRACT .Proposer agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services from another vendor at the City's sole option.

NON-COLLUSION: Every BIDDER shall provide an affidavit on the form provided indicating that it has not divulged, discussed or compared its Bid with other BIDDERS and has not colluded with any other BIDDER or parties to a Bid whatsoever. (Note: Premiums, rebates or gratuities are not permitted with, prior to, or after any delivery of material.) Any such violation will result in the cancellation and/or return of materials (as applicable) as being non-conforming and removal from the CITY'S Bid list(s).

PAYMENTS/INVOICES. Payment terms will be considered to be net 30 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last, in accordance with the Florida Local Government Prompt Payment Act. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award.

PAYMENT METHOD: The City requires all vendors to receive payment by electronic funds transfer (EFT). This allows you as a vendor of the City of Lauderdale Lakes to receive your payment fast and safely. Accordingly, firms must presently have the ability to accept electronic funds transfer payments or take whatever steps necessary to implement acceptance before the commencement of a contract. EFT application is provided in the Vendor Registration Application.

The City is further transitioning to vendor payments using the Purchasing Card (P-Card) Program utilizing the MASTERCARD and VISA networks. Purchases from this contract will be eventually

made utilizing the City's Purchasing Card. Contractors will receive payment from the purchasing card in the same manner as other credit card purchases. Once fully implemented, the City will provide a deadline or window in which Contractors must have the ability to accept credit card payments. Note that any costs associated with the participation in this payment program shall be borne by the Contractor. The City reserves the right to revise this program as necessary.

PAYMENT SCHEDULE: Payments will be based on a schedule of payment to be developed upon award of this Contract. In addition, the City reserves the right to inspect records supporting the firm's billings.

PERMITS, TAXES, LICENSES. The successful Contractor shall, at their own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.

PLACING BARRICADES AND WARNING LIGHTS. The Contractor shall furnish and place, at his own expense, all barricades, warning lights, automatic blinker lights and such devices necessary to properly protect the work and vehicular and pedestrian traffic. Should the Contractor fail to erect or maintain such barricades, warning lights, etc., the Public Works Director may, after 24 hours' notice to the Contractor, proceed to have such barricades and warning lights placed and maintained by City or other forces and all costs incurred thereof charged to the Contractor and may be retained by the City from any monies due, or to become due, to the Contractor.

PROPOSALS TO REMAIN OPEN: All proposals shall remain open for the number of days after the day of the proposal opening stated in the special provisions, or if no such number of days is stated, all proposals shall remain open for ninety (90) days after the date of proposal opening prior to award. The City may, in its sole discretion, release any proposal prior to that date.

PROTESTS. Any actual or prospective bidder, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Director of Financial Services or designee. The protest shall be submitted in writing within five business days after such aggrieved person knows or should have known of the facts giving rise thereto. Service of a protest by mail or courier shall not expand the time frame period allowed for delivery of a protest. Upon the filing of a formal written protest the contractor or vendor shall post a bond, payable to the City of Lauderdale Lakes, in an amount equal to five percent of the total bid or estimated contract amount, or \$5,000.00, whichever is less. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protesting contractor or vendor in the event the protest is resolved adversely to the protester. **Please refer to the City's Procurement Code, Article XIII, Lauderdale Lakes Procurement Code, Sec 82-364.**

PUBLIC ENTITY CRIMES: Pursuant to F.S. 287.133. as amended: 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 proposal on a Contract to provide any goods or services to a public entity, may not submit a proposal on a Contract with a public entity for the construction or repair of a public building or public work, may not submit proposals 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 s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

RECORDS/AUDIT. The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available

to the City's designee, all books of account, reports and records relating to this contract should be retained for the duration of the contract and for three years after the final payment under this Agreement, or until all pending audits, investigations or litigation matters relating to the contract are closed, whichever is later.

RESPONSIBILITY In order to be considered as a responsible Contractor, Contractor shall be fully capable to meet all of the requirements of the solicitation and subsequent contract, must possess the full capability, including financial and technical, to perform as contractually required, and must be able to fully document the ability to provide good faith performance.

RESPONSIVENESS. In order to be considered responsive to the solicitation, the Contractor's bid shall fully conform in all material respects to the solicitation and all of its requirements, including all form and substance.

SCRUTINIZED COMPANIES: Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2018), that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2018), as may be amended or revised. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2018), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2018), or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2018), as may be amended or revised.

SUB-CONTRACTORS, SUPPLIERS AND OTHERS. If the Bid Form requires the identity of certain SUB-CONTRACTORS, Suppliers and other persons and organizations, including those who are to furnish the principal items of material and equipment, to be submitted, the BIDDER shall provide such identification. If requested by the CITY, BIDDER shall provide an experience statement with pertinent information regarding similar projects and other evidence of qualification for each SUB-CONTRACTOR, Supplier, person or organization. If the CITY after due investigation has reasonable objection to any proposed SUB-CONTRACTOR, Supplier, other person or organization, either may, before the Notice of Tentative Award is given, request the apparent SUCCESSFUL BIDDER to submit an acceptable substitute without an increase in Bid price. If the apparent SUCCESSFUL BIDDER declines to make any such substitution, the CITY may award the contract to the next lowest BIDDER that proposes to use acceptable SUB-CONTRACTORS, Suppliers and other persons and organizations. The declining to make requested substitutions will not constitute grounds for sacrificing the Bid Security of any BIDDER. Any SUB- CONTRACTOR, Supplier, other person or organization listed and to whom the CITY does not make written objection prior to the giving of the Notice of Tentative Award will be deemed acceptable to the CITY subject to revocation of such acceptance after the Effective Date of the Contract as provided in Paragraph 6.5.2 of the General Conditions. SUB- CONTRACTORS shall not be changed without the approval of the CITY. No acceptance by the CITY of any such SUB-CONTRACTOR, Supplier or other person or organization shall constitute a waiver of any right of the CITY to reject defective WORK or materials not conforming to these specifications.

In contracts where the Contract Price is on the basis of Cost-of-the-WORK Plus a Fee, the apparent SUCCESSFUL BIDDER, prior to the Notice of Tentative Award, shall identify in writing

to the CITY those portions of the WORK that such BIDDER proposes to subcontract and after the Notice of Tentative Award the Successful BIDDER may only subcontract other portions of the WORK with the CITY'S written consent.

No BIDDER shall be required to employ any SUB-CONTRACTOR, other person or organization against which BIDDER has reasonable objection.

No more than seventy percent (70%) of the dollar value of the total contract WORK may be accomplished by SUB-CONTRACTORS. Balance of the WORK must be accomplished by the SUCCESSFUL BIDDER'S own forces. Each BIDDER must furnish with its Bid Form, a list of the items it proposes to subcontract and the estimated cost of these items.

SUBSTITUTE OR "OR-EQUAL" ITEMS. The Contract, if awarded, will be on the basis of material and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by SUCCESSFUL BIDDER if acceptable to CITY, application for such acceptance must be made fifteen (15) Calendar days prior to the Bid opening date, or such application will not be considered by CITY. The procedure for submittal of any such application, including those applications made after award of the Construction Contract by SUCCESSFUL BIDDER for consideration by CITY, is set forth in Section 6.4 of the General Conditions which may be supplemented in the General Requirements.

SUBSTITUTION OF KEY PERSONNEL. It is the intention of the City that the Contractor's personnel proposed for the contract will be available for the contract term. In the event the Consultant wishes to substitute personnel, he shall propose personnel of equal or higher qualifications and all replacement personnel are subject to City approval. In the event substitute personnel are not satisfactory to the City and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the Contract for cause.

TERMINATION FOR CAUSE: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.

TERMINATION FOR CONVENIENCE: The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.

USE OF FLORIDA LUMBER TIMBER AND OTHER FOREST PRODUCTS. In accordance with Florida Statute 255.20 (3), the City specifies that lumber, timber, and other forest products used for this project shall be produced and manufactured in the state of Florida if such products are available and their price, fitness, and quality are equal. This requirement does not apply to plywood specified for monolithic concrete forms, if the structural or service requirements for timber for a particular job cannot be supplied by native species, or if the construction is financed in whole or in

part from federal funds with the requirement that there be no restrictions as to species or place of manufacture.

The Bidder affirms by submitting a bid response to this solicitation that they will comply with section 255.20 (3) Florida Statutes.

VENUE: All contracts shall be governed by the laws of the State of Florida and venue shall be in Broward County, Florida.

WITHDRAWAL OF AN OFFER: An Offer shall be irrevocable unless the Offer is withdrawn as provided herein. A Proposal may be withdrawn only by written communication delivered to the Department of Financial Services prior to the Solicitation Closing Date & Time. The proposer must present certification to assure that they are indeed an authorized representative of the Proposer's firm at the time such communication to withdraw the Proposal is presented. A representative will verify this information prior to return of Proposer's proposal. An Offer may also be withdrawn after one hundred and eighty (180) calendar days after the Solicitation Closing Date & Time, provided that it is withdrawn prior to the recommendation for award, by submitting a letter to the Department of Financial Services at the address identified in this Solicitation. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Proposer.

PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT. The Proposer's response to the Solicitation is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this Solicitation and the Contract to be executed for this Solicitation, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the Solicitation purporting to require confidentiality of any portion of the Proposer's response to the Solicitation, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the Solicitation constitutes a Trade Secret. The City's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE SOLICITATION AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE SOLICITATION OR ANY PART THEREOF AS COPYRIGHTED.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Telephone Number: 954-535-2700

Mailing Address: City Clerk's Office
4300 NW 36th Street, Lauderdale Lakes, FL 33309
EMAIL: cityclerk1@lauderdalelakes.org

Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2018), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

BID COVER PAGE CHECKLIST

THIS SHOULD BE THE FIRST PAGE OF YOUR BID

Contractor/Firm Name	Garabar Inc.
Contact Name:	Victor Leon
Contact Phone:	561-701-6887
Contact Email:	victor@garabar.com

Before sealing your bid envelope make sure the following items are included in your bid submittal:

1. Bid Form: Carefully read all Bid Documents, review the project scope and properly fill out the Bid Form. (Failure to properly complete and sign this document shall cause the Bid submittal to be rejected as non-responsive.)
2. Bidder's Qualification Statement: Complete and sign the Bidder's Qualification Statement. (Failure to properly complete and sign this document shall cause the Bid submittal to be rejected as non-responsive.)
3. Non-Collusion Affidavit: Sign the Non-Collusion Affidavit and have it properly notarized.
4. Trench Safety Act: Complete and sign the Trench Safety Act form (if applicable).
5. Warranties: Complete and sign the Warranties form.
6. E-Verify Form: Complete and sign the E-Verify form.
7. Bid Bond (If Applicable): Include a five percent (5%) Bid Bond. Failure to provide a Bid guarantee will result in automatic rejection of your Bid. All required Bonds must be submitted on the CITY'S Bond forms, included in this document. (Failure to properly complete and sign this document shall cause the Bid submittal to be rejected as non-responsive.)
8. Proof of Insurance: Include proof of insurance containing a provision or endorsement that the coverage afforded will not be canceled, reduced in coverage, or renewal refused until at least 30 days' prior written notice has been given to the CITY and additional insured by certified mail. All such insurance required herein (except for worker's compensation and employer's liability) shall name the CITY and their officers, directors, agents, and employees as "additional insured".
9. License: Attach certificate of competency, state registration and any other applicable licenses.

IF "NO BID" IS OFFERED, PLEASE PROVIDE THE FOLLOWING INFORMATION:

Please indicate reason(s) why a Bid Form is not being submitted at this time. Return this page to the Financial Services Department to avoid removal from the City of Lauderdale Lakes vendor listing.

BID FORM

Citywide Facilities Hardening (Installation of Impact Windows & Doors)

Submitted By: Victor Leon

Date: 4/19/2022

to furnish and deliver all materials and to do and perform all WORK as is required for the project scope.

In order to be considered for this project, **the BIDDER should** have successfully completed a minimum of three (3) projects of similar scope and complexity over the past five (5) years, in the State of Florida, and must be able to document the required experience.

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Contract with the CITY to perform and furnish all WORK as specified herein for the Contract Price and within the Contract Period indicated in this Bid.
2. This Bid will remain subject to acceptance for ninety (90) days after the day of Bid opening. BIDDER will sign and submit the necessary documents required by the CITY within fifteen (15) days after the date of CITY'S Notice of Tentative Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Contract, that

- a. BIDDER has examined the Bid Documents, including the following addenda:

Number	Date	Number
	Date	
<u>1</u>	<u>3-16-2022</u>	<u> </u>
<u>2</u>	<u>3-17-2022</u>	<u> </u>
<u>3</u>	<u>3-24-2022</u>	<u> </u>

of all of which is hereby acknowledged;

- b. BIDDER has familiarized itself with the nature and extent of the Bid Documents, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the WORK.
- c. BIDDER has given the CITY written notice of all conflicts, errors or discrepancies that it has discovered in the Bid Documents and the written resolution thereof by the CITY is acceptable to BIDDER.
4. BIDDER proposes to furnish the WORK in conformity with the specifications and at the Bid Prices referenced below in the Schedule of Bid Prices. The Bid Prices quoted have been checked and certified to be correct. Said Bid Prices are fixed and firm and shall be paid to BIDDER for the successful completion of its obligation as specified in the Bid Documents.
5. It is the intent of the CITY to award this bid to the lowest responsible and responsive BIDDER. The CITY reserves the right to accept or reject any or all bids and to waive any informality concerning the bids when such rejection or waiver is deemed to be in the best interest of The CITY OF LAUDERDALE LAKES. The CITY reserves the right to award the bid on a split order basis, lump sum or individual item basis unless otherwise stated.

SCHEDULE OF BID ITEMS

Use the separate excel version to calculate price.

Schedule of Bid Items												
		DOORS				WINDOWS						
	LOCATIONS	DOORS	DOOR MEASUREMENTS	Qty	Unit Cost	Total Cost	Storefront & Stationary Windows	MEASUREMENTS	Qty	Unit Cost	Total Cost	
ALZHEIMER'S CENTER, 4820NW 36 ST												
1	Northeast exit	1 Double Door	DOOR - W" 71 BY H" 85	1	-	-	2 Storefront Windows	W" 22 7/8 BY H" 85	2	-	-	
2	Southeast exit	1 Double Door	DOOR - W" 72 BY H" 85	1	-	-	2 Storefront Windows	W" 70 BY H" 85	2	-	-	
				Sub-Total	-	-					Sub-Total	
CITY HALL 2nd FLOOR, 4300 NW 56ST												
3	Northwest Back Stairwell				-	-	1 Stationary Window	W" 39 BY 54 1/2	1	-	-	
4	West Back Stairwell				-	-	1 Stationary Window	W" 45 1/2 BY H" 54 1/2	1	-	-	
5	South Back Stairwell				-	-	1 Stationary Window	W - 46" by H - 55"	1	-	-	
6	Southeast Back Stairwell				-	-	1 Stationary Window	W" 55 1/2 BY H" 67 1/2	1	-	-	
7	Geraffi Room				-	-	3 Stationary Windows	W" 44 1/4 BY H" 55	3	-	-	
8	SAMUEL S BROWN ROOM				-	-	3 Stationary Windows	W" 43 1/2 BY H" 53 1/4	3	-	-	
				Sub-Total	-	-					Sub-Total	
EMERGENCY OPERATION CENTER /EOC												
9	Kitchen				-	-	3 Stationary Windows	W" 44 1/2 BY H" 54	3	-	-	
10	Studio				-	-	8 Stationary Windows	W" 50 1/2 BY H" 52 3/4	8	-	-	
11	HR Office				-	-	4 Stationary Windows	W" 44 BY H" 54 1/2	4	-	-	
12	HR Director Office				-	-	3 Stationary Windows	W" 44 BY H" 54 1/2	3	-	-	
				Sub-Total	-	-					Sub-Total	
CITY HALL MAIN BUILDING, 4300 NW 36ST												
13	Room 129 & 130				-	-	2 Stationary Windows	W" 39 3/4 BY H" 39 3/4	2	-	-	
14	Offices				-	-	9 Stationary Windows	W" 39 1/2 BY H" 55 5/8	9	-	-	
15	Break Room				-	-	1 Storefront window above door	W" 36 BY H" 10	1	-	-	
16	Break Room	1 Single door	W" 36 BY H" 83	1	-	-	2 Storefront Windows	W 40 BY H" 83	2	-	-	
17	Atrium				-	-	20 Storefront Windows	W - 4ft 8" by H - 7ft 7"	20	-	-	
18	Employees Entrance				-	-	2 Storefront Windows	W" 38 1/4 BY H" 59	2	-	-	
19	Employees Entrance				-	-	1 Storefront Window Above Door	W" 35 3/4 BY H" 10	1	-	-	
20	Employees Entrance	1 Single door	W" 36 BY H" 84	1	-	-	2 Storefront Windows	W" 39 3/4 BY H" 93 3/4	2	-	-	
21	Finance Area				-	-	7 Stationary Windows	W-39 1/2 BY 55 5/8	7	-	-	
				Sub-Total	-	-					Sub-Total	
VICENT TORRES PARK, 4331 NW 36 ST												
22	Kitchen				-	-	2 Stationary Windows	W" 32 BY H" 45 1/2	2	-	-	
23	Teen Center				-	-	4 Stationary Windows	W" 41 1/2 BY H" 53 3/8	4	-	-	
24	Basketball Court				-	-	11 Stationary Windows	W" 37 1/8 BY H" 38 3/4	11	-	-	
25	PHS Program Supervisor Office				-	-	2 Stationary Windows	W" 29 3/4 BY 54 3/4	2	-	-	
26	Classroom 1& 2				-	-	2 IMPACT EGRESS Window	W-3 FT 2" by H - 4 ft. 2"	2	-	-	
27	Classroom 1& 2				-	-	8 Stationary Windows	W-3 FT 2" by H - 4 ft. 2"	8	-	-	
28	Front of Building				-	-	4 glass panels	W - 2 ft. 10" by H - 7 ft. 9"	4	-	-	
29	Parks Admin. Coordinator Office				-	-	3 Stationary Windows	W" 37 1/2 BY H" 53 3/4	3	-	-	
30	East Office				-	-	8 Stationary Windows	W-3 ft. 2" by H - 4 ft. 2"	8	-	-	
				Sub-Total	-	-					Sub-Total	
Aquatic Center, 3077 NW 39 ST												
31	North Side Window				-	-	1 Sliding Window	W - 5 ft. 7" by H - 4 ft.	1	-	-	
32	Breezeway West				-	-	1 Sliding Window	W - 6ft by H - 4 ft.	1	-	-	
33	Breezeway West				-	-	1 Stationary Window	W - 7 ft. 7" by H - 3 ft. 6"	1	-	-	
34	Eastside				-	-	1 Stationary Window	W - 5 ft. 2" by H - 4 ft.	1	-	-	
				Sub-Total	-	-					Sub-Total	
MULTIPURPOSE, 4540 NW 36 ST												
35	Auditorium				-	-	24 Storefront Windows	W-6 ft. 9" by H- 2ft.	24	-	-	
35	Front Entrance Small Window, East Side				-	-	1 Stationary Window	W" 15 3/4 BY H" 48 3/4	1	-	-	
35	Front Sliding Door	1 Double Door	W- 5 ft. 6" by H- 6ft 11"	1	-	-	2 Storefront Windows	W- 35" by H - 81"	2	-	-	
35	Second Floor				-	-	2 Stationary Windows	W 48" by H - 50 1/2	2	-	-	
				Sub-Total	-	-	1 Egress window	W 48" by H - 50 1/2	1	-	-	
PUBLIC WORKS, 3463 NW 43DRIVE												
38	Back Door	1 Double Door	W - 71 1/2 by H 85"	1	-	-	2 Storefront Windows	W- 1 ft. 4" by H 6ft 10"	2	-	-	
39	Admin. Coordinator + Stormwater And Grounds Administrator Office				-	-	5 Storefront Windows	W- 16 3/4 by H- 81 1/4	5	-	-	
40	Break Room Small Window				-	-	1 Stationary window	W - 37 1/4 H 50 1/4	1	-	-	
41	Front Door	1 Double Door	W - 71 1/2 by H 85"	1	-	-	2 Storefront Windows	W - 1 ft. 4" by H - 6 ft. 10"	2	-	-	
				Sub-Total	-	-					Sub-Total	
WILLIE WYER MAIN BUILDING, 3401 NW 21ST												
42	Main Building	1 Double Doors	W -6 ft. by H- 6 ft. 11"	1	-	-	2 Storefront Windows	W- 1 ft. 2" by H- 6 ft. 11"	2	-	-	
43	Hallway Windows on the West Side				-	-	40 Storefront Windows	W- 7 ft. 4" by 2 ft. 4"	40	-	-	
44	Hallway Doors	2 Single Doors	W- 3 ft. by H- 6 ft. 10"	2	-	-				-	-	
45	Hallway Window On The East Side				-	-	2 Storefront Windows	W- 2 ft. 8" by H- 6 ft. 11"	2	-	-	
46	Auditorium				-	-	2 Stationary Windows	W- 4 ft. 8" by H- 10 ft. 7"	2	-	-	
				Sub-Total	-	-					Sub-Total	
FITNESS CENTER												
47	Front Door	1 Double Doors	W - 6 ft by H - 6 ft 11"	1	-	-	2 Storefront Windows	W - 1 ft. 2" by H - 6 ft. 11"	2	-	-	
48	Windows Around Fitness Center Building				-	-	11 Stationary Windows	W - 3 ft. by H- 3 ft.	11	-	-	
				Sub-Total	-	-					Sub-Total	
FIRE STATION, 3461 NW 43RD AVE												
49	Admin offices 1st floor	1 Single Door	W- 36" by H 83"	1	-	-	Above Door 1 Stationary Window	W- 36" by H - 10"	1	-	-	
50	Admin. Offices 1st floor				-	-	1 Storefront Windows	W- 35" by H- 56 1/4"	1	-	-	
51	Admin. Offices 1st floor				-	-	3 Storefront Windows	W- 36" by H- 56 1/4"	3	-	-	
52	Admin. Offices 1st floor				-	-	1 Stationary Window	W- 25 3/4" by H- 62 1/4"	1	-	-	
53	Admin. Offices 1st floor				-	-	9 Storefront Windows	W- 39 3/4" by H- 56 1/4"	9	-	-	
54	Admin. Offices 1st floor				-	-	4 Storefront Windows	W- 39 1/4" by H- 34"	4	-	-	
55	Admin. Offices 1st floor				-	-	3 Storefront Windows	W- 36" by H- 34"	3	-	-	
56	Admin. Offices 1st floor				-	-	5 Storefront Windows	W- 39 3/4" by H- 34"	5	-	-	
57	Admin. Offices 1st floor				-	-	1 Storefront Window	W- 35 1/4" by H- 34 1/4"	1	-	-	
58	North Offices by A/C units				-	-	2 Stationary Windows	W- 26" by H- 62 1/4"	2	-	-	
59	West Office 1st floor				-	-	1 Stationary Window	W- 26" by H- 61 3/4"	1	-	-	
60	Kitchen/Pantry				-	-	1 Stationary Window	W- 35 1/4" by H- 47 3/4"	1	-	-	
61	Kitchen/Pantry				-	-	1 Stationary Window	W- 35 3/4" by H- 39 1/4"	1	-	-	
62	Kitchen/Pantry				-	-	1 Stationary Window	W- 36 1/4" by H- 48 3/4"	1	-	-	
63	Recreation Room 2nd floor				-	-	10 Stationary Windows	W- 34 1/4" by H- 52"	10	-	-	
64	Fitness Room 2nd floor				-	-	1 Stationary Window	H- 34 3/4" by H- 46 3/4"	1	-	-	
65	Fitness Room 2nd floor				-	-	3 Stationary Window	W- 35 1/4" by H- 47"	3	-	-	
66	Equipment Room 2nd floor				-	-	2 Stationary Window	W- 36 1/4" by H- 47 1/4"	2	-	-	
67	North Stairwell 2nd Floor				-	-	1 Stationary Window	W- 26" by H- 62 1/4"	1	-	-	
				Sub-Total	-	-					Sub-Total	
Grand Total					96,666.70		Grand Total					613,143.89

*If a contingency is added, it can only be used with pre-approval from City Management.

All proposed items shall include costs for all materials, equipment, labor, supervision, permit fees, taxes, insurance, bonds, miscellaneous costs and Contractor's overhead and profit. Note that change orders are not considered for costs related to any of the above.

This is a unit price project and the proposed price must be in accordance with the attached set of plans and specifications for this project. If a contingency is included, this should not be considered a guaranteed amount available to the Contractor. Use of the Contingency must be pre-approved by City Management.

CONTRACTOR shall furnish all labor, materials, and equipment and perform all the necessary WORK in the manner and form provided in the Contract Documents.

Six hundred ninety nine thousand
Total Project Cost Written: eight hundred and twelve Dollars and fifty nine Cents
Total Project Completion Time: 160 to 180 - Not accounting for manuf. delays Calendar Days

6. BIDDER accepts the provisions of the Contract as to liquidated damages in the event of failure to complete the WORK on time.

7. Communications concerning this Bid shall be as follows:

Contact Person Victor Leon
Business Address 3575 23rd Ave. South, Suite 104
CITY, State, Zip Code Lake Worth, FL, 33461
Business Phone Number 561-701-6887
Email Address victor@garabar.com
Cell Phone Number 786-451-8963

8. Other pertinent information is as follows:

License Number CGC1510976 (Please Attach Copy)
Federal Tax ID# _____
Federal Employment ID # 56-2563387
Submitted on this 20 day of 4, 20 22.

a. (If an individual, partnership, or non-incorporated organization)

(Signature)

(Title) _____

b. (If a corporation)

(Affix Seal)

Signature of
BIDDER



By Victor Leon

Attested by

Secretary



Mari Nora Schinyan
Coribian

Incorporated under the laws of the State of Florida

BID PRICES WITHOUT THE MANUAL SIGNATURE OF AN AUTHORIZED AGENT OF THE
BIDDER SHALL BE REJECTED AS NON-RESPONSIVE, NON-CONFORMING AND
INELIGIBLE FOR AWARD.

CERTIFICATE
(For Partnership)

N/A

I HEREBY CERTIFY that a meeting of the partners of _____, a Partnership under the laws of the State of _____, held on _____, 20____, the following resolution was duly passed and adopted:

"RESOLVED, that _____ as _____ of the Partnership, is hereby authorized to execute the Bid Form dated _____, 20____, between the City of Lauderdale Lakes, Florida, and this Partnership, and that the execution thereof, attested by the _____ of the Partnership be the official act and deed of this Partnership."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 20____.

(Title)

(Signature)

STATE OF FLORIDA

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me via ☐ physical presence OR ☐ online notarizations this ____ day of _____, 20____.

By _____

Personally known _____ OR produced identification _____

Type of identification produced: _____

Signature of Notary Public, State of Florida

Notary seal (stamped in black ink)
OR
Printed, typed or stamped name of Notary
and Commission Number


CERTIFICATE
(For Corporation)

I HEREBY CERTIFY that a meeting of the Board of Directors of Garabar Inc, a corporation under the laws of the State of Florida held on April, 20th, 2022, the following resolution was duly passed and adopted:

"RESOLVED, that Victor Leon, as Estimator of the Corporation, is hereby authorized to execute the Bid Form dated 4/20/2022, 20 , between the City of Lauderdale Lakes, Florida, and this Corporation, and that the execution thereof, attested by the Secretary of the Corporation and with corporate seal affixed, shall be the official act and deed of this Corporation".

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 20 day of April, 2022.



Secretary

STATE OF FLORIDA

COUNTY OF Palm Beach

Sworn to (or affirmed) and subscribed before me via ☒ physical presence OR ☐ online notarizations this 20 day of April, 2022.

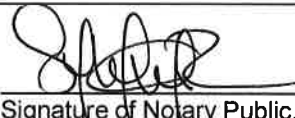
By Victor Leon

Personally known ☒ OR produced identification ☐

Type of identification produced: _____



Sylvia Rosales
Comm. #HH097506
Expires: Feb. 25, 2025
Bonded Thru Aaron Notary



Signature of Notary Public, State of Florida

Notary seal (stamped in black ink)
OR
Printed, typed or stamped name of Notary
and Commission Number



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

THOMAS O. CHAMBERS, TODD SCHAAP, ERIC A. OLSON OF FRANKSVILLE, WI

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, **(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds)**, as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 8th day of JULY, 2019


Assistant Secretary



OLD REPUBLIC SURETY COMPANY


President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 8th day of JULY, 2019, personally came before me, Alan Pavlic and Kevin Abitz, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.




Notary Public

My Commission Expires: September 28, 2022

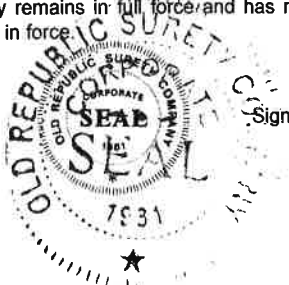
(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

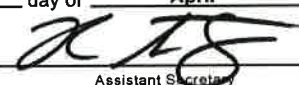
I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

24 0011

ORSC 22262 (3-06)



Signed and sealed at the City of Brookfield, WI this 20th day of April, 2022


Assistant Secretary

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)
Garabar, Inc.

3575 23rd Avenue South, Suite 101
Lake Worth, FL 33461

OWNER:

(Name, legal status and address)

City of Lauderdale Lakes
4300 NW 36th Street
Lauderdale Lakes, FL 33319

BOND AMOUNT: *FIVE PERCENT OF AMOUNT BID*****

SURETY:

(Name, legal status and principal place
of business)

Old Republic Surety Company
445 S. Moorland Road, Suite 200
Brookfield, WI 53005

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

PROJECT:

(Name, location or address, and Project number, if any)

Citywide Facilities Hardening Installation of Impact Windows and Doors - ITB 22-6210-08B

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 20th day of April, 2022

Garabar, Inc.

(Principal)

ARA GARIBIAN, PRESIDENT (Seal)

(Title)

Old Republic Surety Company

(Surety)

(Seal)

(Title)

Todd Schaap, Attorney-In-Fact

Signed and sealed this

20th

day of

April

2022

(Witness)

(Witness)

Init.

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STATE OF WISCONSIN)

COUNTY OF **Kenosha**)

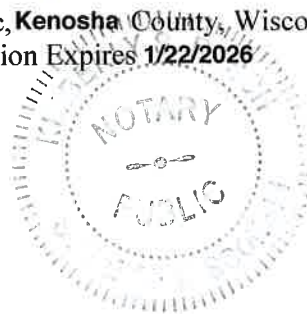
ON THIS 20th day of April, 2022,

before me, a notary public, within and for said County and State, personally appeared ____
Todd Schaap to me personally known, who being duly sworn,
upon oath did say that he is the Attorney-in-Fact of and for the _____
Old Republic Surety Company, a corporation
of Wisconsin, created, organized and existing under and
by virtue of the laws of the State of Wisconsin; that the corporate seal
affixed to the foregoing within instrument is the seal of the said Company; that the seal
was affixed and the said instrument was executed by authority of its Board of Directors;
and the said Todd Schaap did acknowledge that he/she
executed the said instrument as the free act and deed of said Company.



Kimberly S. Rasch

Notary Public, **Kenosha** County, Wisconsin
My Commission Expires **1/22/2026**



10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable provision of this Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "bid" as used herein includes a bid, offer or proposal as applicable.

CERTIFICATE AND AFFIDAVIT FOR BONDS

TO: CITY OF LAUDERDALE LAKES CITY COMMISSIONERS

RE: Bid Number: 22-6210-08B

BIDDER: Garabar Inc.

Name: Victor Leon

Address: 3575 23rd Ave. South, Suite 104

CITY/ State: Lake Worth, FL ZIP: 33461

Phone: 561-701-6887

Bond Amount: 5% of amount bid

SURETY BOND COMPANY:

Name: Old Republic Surety Company

Address: 445 S Moorland Road, Suite 200

CITY/ State: Brookfield, WI ZIP: 53005

Phone: 800-277-2663

This is to certify that in accordance with Section 287.0935, Florida Statutes the insurer named above:

1. Holds a certificate of authority authorizing it to write surety bonds in the state of Florida;
2. Has twice the minimum surplus and capital required by the Florida Insurance Code; and
3. Holds a current valid certificate of authority issued by the United States Department of Treasury under 31 U.S.C.ss.9304-9308.

4/20/2022

Date

Agent and Attorney-in-Fact

PERFORMANCE BOND

(This bond meets and exceeds the requirements of Florida Statutes Section 255.05)

STATE OF FLORIDA

COUNTY OF _____

Know ALL MEN BY THESE PRESENTS that we,

_____, as Principal, hereinafter called Contractor, and _____ as Surety, are firmly bound unto the City of Lauderdale Lakes, Florida, as Obligee, hereinafter called the City, in the Penal sum of _____ Dollars (\$ _____), for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor, on the _____ day of _____, 2022, entered into a certain contract with the City, hereto attached, for **ITB #22-6210-08B**, for the Project Entitled, "**Citywide Facilities Hardening (Installation of Impact Windows & Doors)**" which Contract is made a part hereof by reference thereto.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said Contract, and all duly authorized modifications of said Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, then this obligation shall be void; otherwise to remain in full force and effect.

WHENEVER the Principal shall be and is declared by the City to be in default under the Contract, or whenever the Contract has been terminated by default of the Contractor, the City having performed the City's obligations thereunder, the Surety shall:

Complete the Contract in accordance with its terms and conditions, or at the City's sole option, shall:

1. Obtain a Proposal or Proposals for submission to the City for completing the Contract in accordance with its terms and conditions, and upon determination by the City and the Surety of the responsible Proposer, arrange for a Contract between such Proposer and the City, and make available as Work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price" as used in this paragraph, shall mean the total amount payable by the City to the D- B Firm under the Contract and any amendments thereto, less the amount properly paid by the City to the Contractor.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the City named herein or the successors or assignees thereof.

The Surety shall and does hereby agree to indemnify the City and hold it harmless of, from and against any and all liability, loss, cost, damage or expense, including reasonable attorney's fees, engineering and architectural fees or other professional services which the City may incur or which may accrue or be imposed upon it by reason of any negligence, default, act and/or omission on the part of the Contractor, any Subcontractor and Contractor's or Subcontractor's agents, servants and/or employees, in, about or on account of the Construction of the work and performance of said Contract by the Contractor.

This Bond shall remain in full force and effect for such period or periods of time after the date of acceptance of the project by the City as are provided for in the Contract Documents, and the Contractor hereby guarantees to repair or replace for the said periods all work performed and materials and equipment furnished, which were

not performed or furnished according to the terms of the Contract Documents. If no specific periods of warranty are stated in the Contract Documents for any particular item of work, material or equipment, the Contractor hereby guarantees the same for a minimum period of one (1) year from the date of final acceptance by the CITY of the entire project.

Any suit on this bond must be instituted within such period or periods as may be provided by law.

IN WITNESS WHEREOF, the above bounded parties have caused this Bond to be executed by their appropriate officials on the _____ day of _____, 2022.

WITNESS:

PRINCIPAL: (If sole Proprietor or partnership)

(Firm Name)

BY: _____

Title: (Sole Proprietor or Partner)

PRINCIPAL: (If Corporation)

(Corporate Name)

(President)

Attest: _____

(Secretary)

(CORPORATE SEAL)

COUNTERSIGNED BY RESIDENT
FLORIDA AGENT OF SURETY:

SURETY:

(Copy of Agent's current
License as issued by State
of Florida Insurance
Commissioner
attached)

By: _____
Attorney-in-fact (Power of Attorney must be
attached)

Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder's bid and the total amount of the bid of the next lowest, responsible and responsive bidder as determined by Owner for the Work required by the Contract Documents, provided that:

- 1.1. If there is no such next lowest, responsible and responsive bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the penal sum set forth on the face of this Bond, and
- 1.2. In no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.
3. This obligation shall be null and void if:
 - 3.1. Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or
 - 3.2. All bids are rejected by Owner, or
 - 3.3. Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of and any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the total time for issuing notice of award including extensions shall not in the aggregate exceed 120 days from Bid Due Date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid Due Date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable provision of this Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "bid" as used herein includes a bid, offer or proposal as applicable.

BIDDER'S QUALIFICATIONS STATEMENT

BIDDER'S GENERAL INFORMATION:

BIDDER shall furnish the following information. Failure to comply with this requirement will render Bid non-responsive and may cause its rejection. Additional sheets shall be attached as required.

1. BIDDER'S Name, Principal Address, Phone, Fax Number and Email:

Garabar Inc.

3575 23rd Ave South, Suite 104

561-701-6887

victor@garabar.com

2. Number of years as a CONTRACTOR in this type of work: 16

3. Names and titles of all officers, partners or individuals doing business under trade name:

Ara Garibian - President

4. The business is a: Sole Proprietorship ☐ Partnership ☐ Corporation ☒

5. Name, address, and telephone number of surety company and agent who will provide the required bonds on this contract:

Old Republic Surety Company - 445 S. Moorland Road, Suite 200, Brookfield,

WI 53005 - (800) 277-2663

6. What is the last project of this nature that you have completed? Include the project value.

7300 N Federal Hwy, Boca Raton, FL - 215,000.00

7. Have you ever failed to complete work awarded to you. If so, when, where and why?

No

8. Have you personally inspected the proposed WORK and do you have a complete plan for its performance?

Yes

9. List CM's or GC's your company has worked for within the past three years.

CM/GC No. 1	CJM	Contact Person:	Ashley Raccioppi	Tel: Fax:	954-426-1180
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CM/GC No. 2	RK Builders	Contact Person:	Robert Kirchgessner	Tel: Fax:	561-239-0319
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10. List three SIGNIFICANT PROJECTS completed within the past five years.

Project No. 1	Location:	215 N Federal	Date Completed:	April, 2022
		Your \$ contract Amount:	65,000.00	

Contracting	Contact	Tel:	201-803-7104
Agency/Owner:	Investments Limited	Person:	Jayne Ndeto
		Fax:	

Project No. 2	Location:	830 NE 72nd St Boca Raton, FL	Date Completed:	February 2022
		Your \$ contract Amount:	100,503.00	

Contracting	Contact	Tel:	
Agency/Owner:	RK Builders	Person:	Robert Kirchgessner
		Fax:	561-239-0319

Project No. 3	Location:	7300 N Federal Hwy Boca Raton, FL	Date Completed:	April 2022
		Your \$ contract Amount:	215,000.00	

Contracting	Contact	Tel:	201-803-7104
-------------	---------	------	--------------

Agency/Owner:	Investments Limited	Person:	Jayne Ndeto	Fax:	
---------------	---------------------	---------	-------------	------	--

11. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

Field manager over 10yr of property management/construction experience

Cost estimator with over 12yr of experience in project management/cost estimating

12. State the name and licensing of the individual who will have personal supervision of the WORK.

Harry Keshishian

13. Will you sublet any part of this WORK? If so, give details.

No

14. What equipment do you own that is available for the WORK? (Attach additional sheets as necessary)

Box trucks, flat beds, man-lifts, scaffolding, forklift

15. What equipment will you purchase for the proposed WORK?

None

16. What equipment will you rent for the proposed WORK?

None

17. Principal Materials Manufacturer and SUB-CONTRACTORS. The BIDDER who proposes to perform WORK per the project scope is submitting this Bid Form. The Schedule of Bid Prices shown on the preceding pages(s) has been calculated and tabulated using basic material prices. The following is a list of material manufacturers and SUB-CONTRACTORS whose materials and services said BIDDER proposes to furnish and utilize if awarded a CONTRACT for the WORK specified herein. It is understood that the following list is not complete, but includes the names of manufacturers of the principal components and SUB- CONTRACTORS supplying principal services to said project. It is also understood that if awarded a Contract, the BIDDER will furnish the materials of the manufacturers and utilize the services of the SUB-CONTRACTORS stated herein and that if for any reason whatsoever BIDDER wishes to substitute materials or SUB-CONTRACTORS BIDDER shall request permission in writing from the CITY stating the reason for making such a request prior to ordering same.

All manufacturers or their authorized vendors have been made aware of all the appropriate portions of the Bid Documents and agree that their materials will meet all of the requirements stated therein and deliveries will be scheduled so as not to impede the progress of the WORK.

Materials:

Item	Manufacturer
ES-8000 Storefront	ES Windows
ES-9000 Swing Doors	ES Windows
EL-150 Fixed Window	ES Windows
ES-100 Single Hung Window	ES Windows
EL-200 Horizontal Sliding Win.	ES Windows

1

[illegible]

The BIDDER acknowledges and understands that the information contained in response to this Qualification's Statement shall be relied upon by CITY in awarding the contract and such information is warranted by BIDDER to be true. The discovery of any omission or misstatement that materially affects the BIDDER'S qualifications to perform under the contract shall cause the CITY to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

The BIDDER also acknowledges that all information listed above may be checked by the CITY and authorizes all entities or persons listed above to answer any and all questions. BIDDER hereby indemnifies the CITY and persons or entities listed above and hold them harmless from any claim arising from such authorization or the exercise thereof, including the dissemination of information requested above.

BIDDER'S Signature

Victor Leon
(Print or Type Name)

4/20/2022
Date

DRUG FREE WORKPLACE CERTIFICATION

IDENTICAL TIE BIDS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quantity, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program (Florida Statutes Section 287.087). In order to have a drug-free workplace program, a business shall:

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

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



BIDDER'S Signature

Victor Leon
(Print or Type Name)

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA

COUNTY OF Palm Beach

Victor Leon being first duly sworn, deposes and says that:

1. BIDDER Victor Leon is a representative the
(Owner, Partner, Officer, Representative or Agent)

2. BIDDER is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said BIDDER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any BIDDER, firm, or person to fix the price or prices in the attached Bid or any other BIDDER, or to fix any overhead, profit, or cost element of the Bid Price or the Bid Price of any other BIDDER, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against CITY, or any person interested in the proposed Contract;

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

[Signature]
BIDDER'S Signature

Victor Leon
(Print or Type Name)

Sworn to (or affirmed) and subscribed before me via ☒ physical presence OR ☐ online notarizations this
20 day of April, 2022.

By Victor Leon

Personally known ☒ OR produced identification ☐

Type of identification produced: _____



Sylvia Rosales
Comm. #HH097506
Expires: Feb. 25, 2025
Bonded Thru Aaron Notary

[Signature]
Signature of Notary Public, State of Florida

Notary seal (stamped in black ink)
OR
Printed, typed or stamped name of Notary
and Commission Number


TRENCH SAFETY ACT COMPLIANCE

BIDDER acknowledges that the Florida Trench Safety Act, Section 553.60 et. seq., which became effective October 1, 1990, shall be in effect during the period of construction of the project. The BIDDER by signing and submitting the Bid is, in writing, assuring that it will perform any trench excavation in accordance with the applicable trench safety standards. The BIDDER further identifies the following separate item of cost of compliance with the applicable trench safety standards as well as the method of compliance.

Method of Compliance	Cost
N/A	

BIDDER acknowledges that this cost is included in the applicable items of the Bid Form and in the Grand Total Bid Price. Failure to complete the above and sign below may result in the bid being declared non-responsive.

The BIDDER is, and the CITY are not, responsible to review or assess CITY's safety precautions, programs or costs, or the means, methods, techniques or technique adequacy, reasonableness of cost, sequences or procedures of any safety precaution, program or cost, including but not limited to, compliance with any and all requirements of Florida Statute Section 553.60 et. seq. cited as the "Trench Safety Act". BIDDER is, and the CITY are not, responsible to determine if any safety or safety related standards apply to the project, including, but not limited to, the "Trench Safety Act".



BIDDERS Signature
Victor Leon

(Print or Type Name)

WARRANTIES

In consideration of, and to induce the Award of **THE CITY OF LAUDERDALE LAKES, FLORIDA**, Construction Contract described in these Bid Documents, the CONTRACTOR represents and warrants to the City of Lauderdale Lakes, Florida:

1. The CONTRACTOR is financially solvent and sufficiently experienced and competent to perform all of the work required of the CONTRACTOR in the Construction Contract; and
2. That the facts stated in the CONTRACTOR's Bid and information given the CONTRACTOR pursuant to the request or proposal for Bids, instructions to CONTRACTORS and Specifications are true and correct in all respects; and
3. That the CONTRACTOR has read and complied with all of the requirements set forth in the request for Bids, instructions to CONTRACTORS and Specifications; and
4. That the CONTRACTOR warrants all materials supplied by it under the terms of the Construction Contract are delivered to the City of Lauderdale Lakes, Florida, free from any security interest, and other lien, and that the CONTRACTOR is a lawful owner having the right to sell the same and will defend the conveyance to the City of Lauderdale Lakes, Florida, against all persons claiming the whole or any part thereof; and
5. That the materials supplied to the City of Lauderdale Lakes, Florida, under the Construction Contract are free from the rightful claims of any persons whomsoever, by way of patent or trademark infringement or the like; and
6. That the materials supplied under the Construction Contract are merchantable within the meaning of the Uniform Commercial Code Section 2-314; and
7. That the materials supplied under the Construction Contract are free from defects in materials and workmanship under normal use and service and that any such materials found to be defective shall be replaced by the CONTRACTOR as per the attached Warranty.
8. That the materials supplied pursuant to the Construction Contract are fit for the purposes for which they are intended to be used; that under normal use and maintenance the material will continue to be fit for such purposes for the warranty period after delivery, provided that the CITY shall give the CONTRACTOR notice that the materials failed to fulfill the warranty; such notice shall state in what respect the materials have failed to fulfill the warranty, where upon the CONTRACTOR shall be allowed a reasonable time after receipt of such notice to correct the defect and the CITY agrees to cooperate in this regard. If the materials cannot be made to fulfill the Contract within the warranty period the CONTRACTOR will either furnish duplicate materials, or at its option refund the amount paid, which shall constitute a settlement in full for all damages occasioned by reason at this warranty of fitness; and
9. That this Warranty is included in exposures for which the CONTRACTOR has products liability and completed operations insurance, in minimum amounts of Two Million (\$2,000,000.00) Dollars for property damage and Two Million (\$2,000,000.00) Dollars for personal injury as shown on the Certificates of such Insurance attached hereto, and the CONTRACTOR agrees to keep such insurance coverage during the period of this Warranty; and
10. That it is an express condition of this Warranty that the item(s) hereby warranted shall be operated and maintained by the CITY in accordance with the manufacturer's recommendations as to those portions of the item(s) that are not fabricated by the CONTRACTOR, and in accordance with the CONTRACTOR's recommendations, a

copy of which has either been supplied to the City of Lauderdale Lakes should maintain complete and accurate records made at the time of performance of maintenance showing compliance with such instructions, and by acceptance of this Warranty, the City of Lauderdale Lakes, Florida, agrees to present such records to the CONTRACTOR upon request in the event of a claim hereunder by the CITY;

11. The foregoing Warranties apply as a minimum and are supplemental to other Warranties offered. They are not substituted, but in addition to, any other Warranties offered; and
12. That it is agreed and understood by the CONTRACTOR that the City of Lauderdale Lakes, Florida, is induced to enter the Construction Contract in reliance upon this Warranty.

SIGNED, sealed and delivered on this day of April 20th, 2022.

(SEAL)

CONTRACTOR: Garabar Inc.

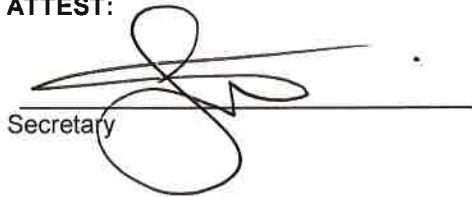


BIDDER'S Signature

Victor Leon

(Print or Type Name)

ATTEST:



Secretary

CITY OF LAUDERDALE LAKES
E-VERIFY AFFIRMATION STATEMENT

ITB/Bid/Contract No: ITB 22-6210-08B

Project Description: Citywide Facilities Hardening (Installation of Impact Windows & Doors)

Per Florida State Statutes, Chapter 448.095(2), effective January 1, 2021, no public contract can be entered into without an E-Verify certificate. This applies to both prime Contractors and Subcontractors. It is the responsibility of the prime Contractor to verify compliance with Subcontractors.

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of:

- a) All persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
- b) All persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify system during the term of the Contract is a condition of the Contract.

Garabar Inc.

Contractor/Proposer/Bidder Company Name



Authorized Company Signature

4/20/2022

Date

Victor Leon

Authorized Company Printed Name

Window & Door Estimator

Title



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/19/2022

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

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

PRODUCER Marsh & McLennan (CLW) 101 N Starcrest Dr Clearwater FL 33765	CONTACT NAME:	
	PHONE (A/C, No, Ext): 727-447-6481	FAX (A/C, No): 727-449-1267
INSURED Garabar Inc. 3575 23rd Avenue S, Unit 101 Lake Worth FL 33461	E-MAIL ADDRESS: certificates@bouchardinsurance.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Bridgefield Casualty Ins. Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		
NAIC # 10335		

COVERAGES**CERTIFICATE NUMBER:** 1982113723**REVISION NUMBER:**


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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						
	<input type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> NON-OWNED AUTOS ONLY						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR						AGGREGATE \$
	EXCESS LIAB						\$
	<input type="checkbox"/> CLAIMS-MADE						\$
	DED						\$
	RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y	19651291	7/17/2021	7/17/2022	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					X PER STATUTE
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					OTHER
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Blanket Waiver of Subrogation applies to Workers Compensation when required by written contract, agreement or permit and subject to the provisions and limitations of the policy.

CERTIFICATE HOLDER**CANCELLATION**

City of Lauderdale Lakes 4300 NW 36th Street Lauderdale Lakes FL 33319	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Blanket Waiver of Subrogation Applies

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Countersigned by:

A handwritten signature in black ink, appearing to be "S. J. [unclear]", written over a horizontal line.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/19/2022

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PRODUCER Marsh & McLennan (CLW) 101 N Starcrest Dr Clearwater FL 33765		CONTACT NAME: PHONE (A/C, No, Ext): 727-447-6481 E-MAIL ADDRESS: certificates@bouchardinsurance.com FAX (A/C, No): 727-449-1267		
INSURED Garabar Inc. 3575 23rd Avenue S, Unit 101 Lake Worth FL 33461		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Bridgefield Casualty Ins. Company		10335
		INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** 1982113723**REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A	Y		19651291	7/17/2021	7/17/2022	X PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Blanket Waiver of Subrogation applies to Workers Compensation when required by written contract, agreement or permit and subject to the provisions and limitations of the policy.

CERTIFICATE HOLDER**CANCELLATION**

City of Lauderdale Lakes
4300 NW 36th Street
Lauderdale Lakes FL 33319

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

AUTHORIZED REPRESENTATIVE

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Blanket Waiver of Subrogation Applies

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

Countersigned by:

A handwritten signature in black ink, appearing to be "G. Garabar", written over a horizontal line.



**CITY OF LAUDERDALE LAKES
INTEROFFICE MEMORANDUM
FINANCIAL SERVICES DEPARTMENT**

TO: Phil Alleyne, City Manager
FROM: Asheley A. Hepburn, MPA
Director, Financial Services

DATE: June 21, 2022
SUBJECT: ITB22-6210-08B-
Recommendation of Award –
Facilities Hardening (Impact
Windows and Doors)

The City of Lauderdale Lakes solicited qualified Contractors to provide and install impact windows and doors for the various locations throughout the City of Lauderdale Lakes. Impact doors and windows have the ability to withstand flying debris and offers the best protection against hurricane-force winds that threaten properties.

The solicitation to install impact windows and doors was solicited in the City's electronic bid system, Demandstar.com from March 11, 2022 until April 20, 2022. The solicitation was broadcast to 501 suppliers and there were 26 planholders. The solicitation was further advertised in the Sun Sentinel, a newspaper of general circulation, on March 11, 2022.

The solicitation was declared closed April 20, 2022 and proposal opened. The City received two (2) responses from Arz Builders, Inc. and Garabar, Inc. The results of complete bids are shown below:

Firm	Location	Original Cost	Proposed Cost
Arz Builders, Inc.	Boca Raton, FL	\$729,860.00	\$367,770.00
Garabar, Inc.	Lake Worth, FL	\$699,812.59	\$268,661.63

Both Contractors are responsive and responsible; therefore, City staff recommends that both Contractors are awarded based upon the lowest price per facility or location.

Garabar, Inc.			
LOCATIONS	Doors	Windows	Total Price
CITY HALL 2nd FLOOR. 4300 NW 36ST	-	17,864.14	17,864.14
EMERGENCY OPERATION CENTER /EOC.	-	32,122.99	32,122.99
VINCENT TORRES PARK. 4331 NW 36 ST	-	62,511.96	62,511.96
MULTIPURPOSE. 4340 NW 36 ST	9,990.07	49,941.36	59,931.43
FITNESS CENTER	12,372.96	14,516.59	26,889.55
FIRE STATION. 3461 NW 43RD AVE	6,334.49	63,007.07	69,341.56
			268,661.63
Arz Builders, Inc.			
LOCATIONS	Doors	Windows	Total Price
ALZHEIMER'S CENTER. 4320 NW 36 ST	11,800.00	10,000.00	21,800.00
CITY HALL MAIN BUILDING. 4300 NW 36ST	9,570.00	122,000.00	131,570.00
WILLIE WEBB MAIN BUILDING. 3601 NW 21ST	11,700.00	202,700.00	214,400.00
			367,770.00

It is recommended that the City award a contract to Garabar, Inc. for an amount of \$268,661.63 and to Arz Builders, Inc. for an amount of \$367,770.00 for a total of \$636,431.63. In addition, is recommended that a contingency of 3%, \$19,092.95 for a total of \$655,524.58.

It is anticipated that the City Hall (Main Building, 2nd Floor, & Emergency Operations Center) will be completed in the current fiscal year and the remaining locations will be completed in the subsequent fiscal year.

If approved, City staff will commence execution upon acceptance and approval of all required documents.

Encl. (s)
Summary of Pricing

Award Recommendation and Summary**Garabar, Inc.**

FEIN: 56-2563387

Location: Lake Worth, FL

Sunbiz: Active

Completion: 180 days (does not include manuf. delays)

LOCATIONS	Doors	Windows	Total Price
CITY HALL 2nd FLOOR. 4300 NW 36ST	-	17,864.14	17,864.14
EMERGENCY OPERATION CENTER /EOC.	-	32,122.99	32,122.99
VINCENT TORRES PARK. 4331 NW 36 ST	-	62,511.96	62,511.96
MULTIPURPOSE. 4340 NW 36 ST	9,990.07	49,941.36	59,931.43
FITNESS CENTER	12,372.96	14,516.59	26,889.55
FIRE STATION. 3461 NW 43RD AVE	6,334.49	63,007.07	69,341.56
			268,661.63

Arz Builders, Inc.

FEIN: 59-2791554

Location: Boca Raton, FL

Sunbiz: Active

Completion: 200 days (does not include manuf. delays)

LOCATIONS	Doors	Windows	Total Price
ALZHEIMER'S CENTER. 4320 NW 36 ST	11,800.00	10,000.00	21,800.00
CITY HALL MAIN BUILDING. 4300 NW 36ST	9,570.00	122,000.00	131,570.00
WILLIE WEBB MAIN BUILDING. 3601 NW 21ST	11,700.00	202,700.00	214,400.00
			367,770.00

Grand Total 636,431.63

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: No

Contract Requirement: No

Title

RESOLUTION 2022-071 RATIFYING THE CITY MANAGER'S FILING OF THE CITY'S FISCAL YEAR 2022, PERIOD 8 (MAY); FINANCIAL ACTIVITY REPORTS, AS PREPARED BY THE DEPARTMENT OF FINANCIAL SERVICES

Summary

This resolution serves to ratify the filing and presentation of the City's Fiscal Year May FY 2021-2022 (Period 8) Financial Activity Reports prepared by the Financial Services Department.

Staff Recommendation

Background:

Staff recommends the City Commission accept the filing of the City's Fiscal Year 2022 Financial Activity Reports for the month of May FY 2021-2022 (Period 8) Financial Activity Reports.

The intended purpose of this agenda item is to provide for the Financial Reporting as required under Ordinance No. 2011-22;

Section 82-304 – Financial Reporting

The city shall provide for the ongoing generation and utilization of financial reports on all funds comparing budgeted revenue and expenditure information to actual on a monthly and year-to-date basis. The Financial Services Department shall be responsible for issuing the monthly reports to departments, the Mayor and City Commission, and provide any information regarding any potentially adverse trends or conditions.

Funding Source:

Not Applicable

Fiscal Impact:

Not Applicable

Sponsor Name/Department: Asheley Hepburn MPA, Director, Financial Services Department

Meeting Date: 6/28/2022

ATTACHMENTS:

Description	Type
❑ Resolution 2022-071 Financial Report	Resolution
❑ Exhibit A - Financial Report	Exhibit

1 RESOLUTION 2022-071

2
3 A RESOLUTION RATIFYING THE CITY MANAGER'S FILING OF THE CITY'S
4 FISCAL YEAR 2022, PERIOD 8 (MAY); FINANCIAL ACTIVITY REPORTS, AS
5 PREPARED BY THE DEPARTMENT OF FINANCIAL SERVICES, FOR THE
6 PURPOSE OF CONFORMING TO THE CITY'S ADOPTED FINANCIAL
7 INTEGRITY PRINCIPLES AND FISCAL POLICIES; A COPY IS ATTACHED HERETO
8 AS EXHIBIT A; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS;
9 PROVIDING AN EFFECTIVE DATE.

10
11 WHEREAS, the City of Lauderdale Lakes' ("City") City Manager's Office has recommended,
12 and the City Commission has accepted such recommendation, that the affairs of the City should
13 be conducted in a manner which is open and transparent;

14 WHEREAS, pursuant to Section 82-327, City of Lauderdale Lakes Code of Ordinances, the
15 Financial Services Department shall report the financial affairs of the City to the Mayor and City
16 Commission on a monthly basis; and

17 WHEREAS, the City Manager, in compliance Section 82-327, has adopted a policy of
18 making such reports on a monthly basis and is seeking the City Commission's acceptance of such
19 monthly reports.

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

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

25 Section 2. RATIFICATION: The City Commission hereby ratifies the City Manager's
26 filing of the City Fiscal Year 2022, May (Period 8); Financial Activity Report, as prepared by the

Department of Financial Services for the purpose of conforming with the City's Adopted Financial Integrity Principles and Fiscal Policies.

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

ADOPTED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES AT ITS REGULAR MEETING HELD JUNE 28, 2022.

HAZELLE ROGERS, MAYOR

ATTEST:

VENICE HOWARD, CMC, CITY CLERK

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

Sidney C. Calloway, City Attorney

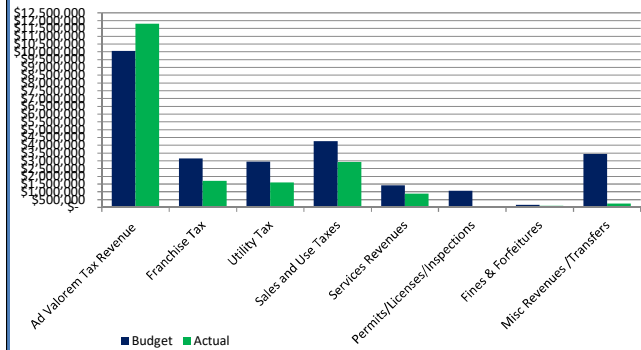
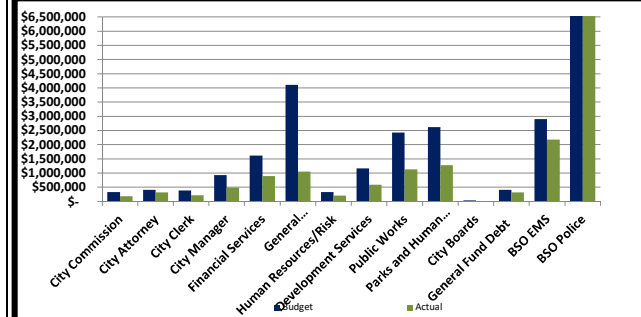
Sponsored by: ASHELEY A. HEPBURN, MPA, DIRECTOR, FINANCIAL SERVICES DEPARTMENT

VOTE:

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

CITY OF LAUDERDALE LAKES
FY 2022 Monthly Financial Activity Report
as of 5/31/2022
(67% of year elapsed)

EXHIBIT A

General Fund Summary					Other Major Funds				
	Budget	Year-to-Date	%		Budget	Year-to-Date			%
Revenue	\$ 26,469,656	\$ 19,333,006	73%	101 Fire Rescue Fund	Revenues	\$ 7,045,831	\$ 6,369,035		90%
Expenditure	\$ 26,469,656	\$ 15,423,242	58%		Expenses	\$ 7,045,831	\$ 5,063,637		72%
General Fund Revenues					112 Alzheimer Care		Budget	Year-to-Date	%
Revenue	Budget	Year-to-Date	%		Revenues	\$ 676,943	\$ 158,709		23%
Ad Valorem Tax Revenue	\$ 10,039,833	\$ 11,800,705	118%		Expenses	\$ 676,943	\$ 253,915		38%
Franchise Tax	\$ 3,149,200	\$ 1,708,658	54%	109 CRA		Budget	Year-to-Date		%
Utility Tax	\$ 2,935,000	\$ 1,611,413	55%	Revenues	\$ 13,189,242	\$ 4,147,814			31%
Sales and Use Taxes	\$ 4,250,191	\$ 2,909,530	68%	Expenses	\$ 13,189,242	\$ 1,281,045			10%
Services Revenues	\$ 1,418,602	\$ 890,847	63%	116 Gas Tax		Budget	Year-to-Date		%
Permits/Licenses/Inspections	\$ 1,073,281	\$ 68,797	6%	Revenues	\$ 648,596	\$ 495,591			76%
Fines & Forfeitures	\$ 162,500	\$ 103,726	64%	Expenses	\$ 648,596	\$ 292,148			45%
Misc Revenues /Transfers	\$ 3,441,049	\$ 239,331	7%	205 Debt Service		Budget	Year-to-Date		%
Total Revenues	\$ 26,469,656	\$ 19,333,006	73%	Revenues	\$ 1,560,497	\$ 1,502,225			96%
Revenue by Source					Expenses	\$ 1,560,497	\$ 574,007		37%
					401 Stormwater		Budget	Year-to-Date	%
					Revenues	\$ 8,147,651	\$ 1,163,290		14%
					Expenses	\$ 8,147,651	\$ 831,999		10%
					403 Solid Waste		Budget	Year-to-Date	%
					Revenues	\$ 1,658,899	\$ 1,218,155		73%
					Expenses	\$ 1,658,899	\$ 754,947		46%
					405 Building Svcs		Budget	Year-to-Date	%
					Revenues	\$ 1,291,237	\$ 958,166		74%
					Expenses	\$ 1,291,237	\$ 488,697		38%
General Fund Expenditures					Other Budgeted Funds				
Department	Budget	Year-to-Date	%		102/107 Grants/LETF	Budget	Year-to-Date		%
City Commission	\$ 326,378	\$ 185,674	57%		Revenues	\$ 4,655,136	\$ 675,393		15%
City Attorney	\$ 410,810	\$ 321,228	78%		Expenses	\$ 4,655,136	\$ 675,393		15%
City Clerk	\$ 389,127	\$ 215,980	56%	103 Impact Fee		Budget	Year-to-Date		%
City Manager	\$ 927,519	\$ 492,035	53%	Revenues	\$ 680,000	\$ 4,200			1%
Financial Services	\$ 1,614,098	\$ 889,693	55%	Expenses	\$ 680,000	\$ 4,200			1%
General Administration	\$ 4,109,211	\$ 1,053,198	26%	110 Arts in Public..		Budget	Year-to-Date		%
Human Resources/Risk	\$ 325,263	\$ 209,430	64%	Revenues	\$ 18,000	\$ -			0%
Development Services	\$ 1,168,983	\$ 592,853	51%	Expenses	\$ 18,000	\$ -			0%
Public Works	\$ 2,432,355	\$ 1,130,269	43%	111 Code Enforcement		Budget	Year-to-Date		%
Parks and Human Services	\$ 2,624,395	\$ 1,281,756	53%	Revenues	\$ 10,000	\$ -			0%
City Boards	\$ 31,300	\$ 7,171	23%	Expenses	\$ 10,000	\$ -			0%
General Fund Debt	\$ 412,740	\$ 318,562	77%	113 CDBG Programs		Budget	Year-to-Date		%
BSO EMS	\$ 2,904,986	\$ 2,179,536	75%	Revenues	\$ 220,485	\$ 33,881			15%
BSO Police	\$ 8,792,491	\$ 6,530,530	74%	Expenses	\$ 220,485	\$ -			0%
COVID-19 Reporting	\$ -	\$ 15,328	100%	118 Housing Repair		Budget	Year-to-Date		%
Total Expenditures	\$ 26,469,656	\$ 15,423,242	58%	Revenues	\$ 35,000	\$ 31,435			90%
Note(s):					Expenses	\$ 35,000	\$ 31,435		90%
					315 Capital		Budget	Year-to-Date	%
					Revenues	\$ 2,084,250	\$ 83,754		4%
					Expenses	\$ 2,084,250	\$ 83,754		4%
					319 Surtax Transport.		Budget	Year-to-Date	%
					Revenues	\$ 1,424,163	\$ -		0%
					Expenses	\$ 1,424,163	\$ -		0%
General Fund Expenses by Department					Budget Amendment(s) Reflected as of May 31, 2022				
					Fund Impacted	Amt of Change	Justification	Approved	
					N/A				N/A
					Use of Contingency Allocation - \$142,511 (Adopted Amt)				
					Description of Use			Amt	
					N/A			N/A	
					Current Balance Available				
					Signatures				
					Asheley Hepburn, MPA			06/16/2022	
					Financial Services Director			Date	
					I/We certify the information provided to be true and accurate to the best of my/our knowledge. Amounts subject to adjustment to GAAP/GASB guidelines.				

FY 2022 General Fund Financial Summary Report
As of May 31, 2022 (67% of year elapsed)
Data as of: 6/16/2022

EXHIBIT A

General Fund Revenue 73%:

- **Ad Valorem Revenue** is 118% of the budget or \$11,800,705. These proceeds include prior year Ad Valorem Revenue. Annually, 90% of these revenues are received in December through March; remaining 10% are collected throughout the year.
- **Franchise Taxes** are 54% of the budget or \$1,708,658. Included in this category are state revenue and revenue from franchise agreements, which are collected generally 2 months in arrears.
- **Utility Taxes** are 55% of the budget or \$1,611,413. This category of revenue includes taxes on public services, which are collected generally 2 months in arrears.
- **Sales and Use Taxes** are 68% of the budget or \$2,909,530. Included in this category are State Revenue, which are generally collected 2 months in arrears. Included in this category are intergovernmental revenue from the Federal, State and County governments.
- **Service Revenues** are 63% of the budget or \$890,847. The most significant portion of the Service Revenue is related to EMS services, approximately 85% of the budget.
- **Permits/Licenses/Insp Revenue** is 6% of the budget or \$68,797. This category of revenue includes Business Tax Receipts which are received in the first quarter of the fiscal year; remaining revenue trickles in throughout the year.
- **Fines & Forfeitures** are 64% of the budget or \$103,726. The year to date activity is reflective of the Sopher Investment settlement. Additional revenue sources in this category includes payment of fines and liens from code enforcement actions.
- **Miscellaneous Revenue** is 7% of the budget or \$239,331. A significant portion of this revenue source includes cost allocation revenues and appropriations from the fund balance, of which are processed towards the end of the fiscal year. Additional revenue sources in this category includes earned interest, one-time payments, donations, administrative fees, etc.

General Fund Expenditure 58%:

- **Mayor & City Commission Office** expenditures are 57% of the budget or \$185,674.
- **City Attorney** expenditures are 78% of the budget or \$321,228. Please note legal services related to the Sopher Building Settlement, which we received additional revenue from, offset these expenses.
- **City Clerk's Office** is 56% of budget or \$215,980. Expenses are less than budget.
- **City Manager Office** is 53% of budget the budget or \$492,035. Expenses are less than budget.
- **Financial Services Department** is 55% of the budget or \$889,693. Expenses are less than budget.
- **General Administration** is 26% of the budget or \$1,053,198. Expenses are less than budget.
- **Human Resources & Risk Management** is 64% of budget or \$209,430.

FY 2022 General Fund Financial Summary Report
As of May 31, 2022 (67% of year elapsed)
Data as of: 6/16/2022

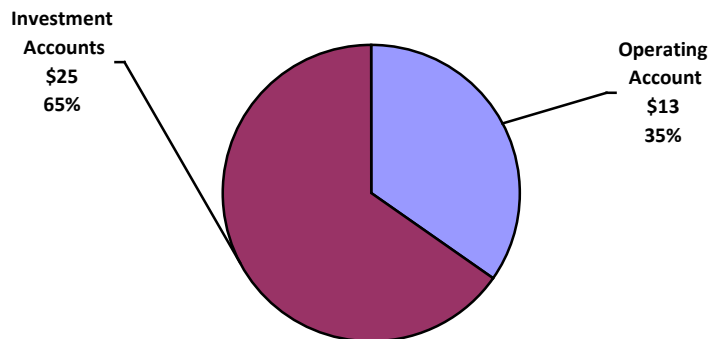
EXHIBIT A

- **Development Services** is 51% of budget or \$592,853. Expenses are less than budget due to personnel savings resulting from vacancies.
- **Public Works** is 43% of budget of the budget or \$1,130,269. Expenses are less than budget.
- **Parks and Human Services** is 53% of budget or \$1,281,756. Expenses are less than budget.
- **City Boards** are 23% of the budget or \$7,171. Expenses are less than budget.
- **Gen. Fund Debt** is 77% of the budget or \$318,562. Invoices are being processed and will reflect in future reports.
- **BSO EMS** is 75% of budget or \$2,179,536. Payments to BSO include an advance payment.
- **BSO Police** is 74% of budget or \$6,530,530. Payments to BSO include an advance payment.
- **COVID-19** expenses are \$15,328. All of the expenses falls under emergency activities in our response to the Coronavirus.

General Government Cash Management

Description	Balances		
	May 31, 2022	May 31, 2021	Difference
Operating Account	\$13,483,063.89	\$12,019,139.83	\$1,463,924.06
Investments	\$25,414,396.02	\$14,842,840.92	\$10,571,555.10
Total	\$38,897,459.91	\$26,861,980.75	\$12,035,479.16

(IN MILLIONS)



CITY OF LAUDERDALE LAKES
FY 2022 Monthly Financial Activity Report
as of 5/31/2022
(67% of year elapsed)

EXHIBIT A

Alzheimer Care Center Fund

112 Alzh. Care Center-Rev.	Budget	Year-to-Date (May 31, 2022)	% Credited
334691 Grant-Older Americans A	\$55,459.00	\$21,818.89	39%
337604 Alzheimer - American El	\$31,000.00	\$12,730.28	41%
337611 Alz Caregiver Resource	\$0.00	\$8,739.39	0%
337612 Sunshine Health/Tango	\$25,000.00	\$1,037.09	4%
337613 Little Havana	\$5,000.00	\$0.00	0%
346900 Client Services	\$6,000.00	\$1,918.49	32%
346901 Alzheimer - Private Pay	\$1,000.00	\$0.00	0%
346902 Client Co - Payments	\$2,000.00	\$801.45	40%
334690 GrantAlz Disease Initi	\$551,484.00	\$111,663.24	20%
01-Revenue Total	\$676,943.00	\$158,708.83	23%
1210 Regular Salaries	\$271,247.00	\$172,448.57	64%
1250 Vacation Buy Back	\$3,500.00	\$0.00	0%
1410 Overtime	\$4,800.00	\$116.19	2%
2110 FICA Taxes	23681.83	\$12,764.44	54%
2210 Retirement Contribution	\$30,125.17	\$16,194.91	54%
2310 Life & Health Insurance	\$88,023.00	\$30,200.62	34%
2350 Cafeteria	\$5,432.00	\$942.10	17%
02-Personnel Total	\$426,809.00	\$232,666.83	55%
3410 Other Contractual Service	\$218,967.00	\$7,135.99	3%
4010 Travel & Per Diem	\$500.00	\$0.00	0%
¹ 4110 Telecommunications	\$1,053.00	\$128.50	12%
4311 Water & Sewer	\$0.00	\$2,488.33	0%
4610 Repairs & Maintenance Bui	\$300.00	\$0.00	0%
5110 Office Supplies	\$750.00	\$235.24	0%
5210 Property & Maintenance Su	\$282.00	\$0.00	0%
5212 Misc. Operating Supplies	\$26,982.00	\$11,215.19	42%
5410 Subscriptions & Membershi	\$300.00	\$44.66	15%
² 5510 Training	\$1,000.00	\$0.00	0%
03-Operating Expenditures Total	\$250,134.00	\$21,247.91	8%
Total Expenses	\$676,943.00	\$253,914.74	37.51%
Alzheimer Care Center	\$0	(\$95,205.91)	

Note(s):

¹ Adult Care Food Program and Pioneer Nursing Services (contractual nurses)

² Broward Meals on Wheels, medical supplies, GA Food Service and operating costs

**Alzheimer Care Center Hours
of Operation:**
 Mon-Fri: 7am-6pm
 Sat: 8am-2pm

Data as of: 06/16/2022

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: Yes

Contract Requirement: Yes

Title
RESOLUTION 2022-072 AWARDING CONTRACT TO SECURPOINT CORPORATION IN AN AMOUNT NOT TO EXCEED FORTY THOUSAND AND NO/100 DOLLARS (\$40,000.00) (INCLUDING CONTINGENCY), PURSUANT TO THAT CERTAIN REQUEST FOR PROPOSAL NO. 22-3410-04R, CITYWIDE SECURITY AND ACCESS CONTROL SYSTEMS

Summary
This resolution awards the RFP22-3410-04R, Citywide Security and Access Control System in an amount up \$40,000 with an additional maintenance agreement of \$4,800 annually.

Staff Recommendation

Background:

The solicitation for the security and control access system was solicited in the City's electronic bid system, Demandstar.com from December 17, 2021 until February 4, 2022. The solicitation was broadcast to 462 suppliers and there were 37 planholders. The solicitation was further advertised in the Sun Sentinel, a newspaper of general circulation, on December 17, 2021.

The solicitation was declared closed February 4, 2022 and proposals opened. The City received six (6) responses from Securpoint, Triad Security Group, Inc., IFSS, Innuvo Inc., Lockman Security and Miguel Casanova. The proposals were further reviewed by an evaluation committee comprised of three (3) members. The evaluation process included a thorough review of the written proposals and short list presentations. The final results yielded the following:

Firm	Final Evaluation Score	Estimated Cost
Securpoint Corporation	14	\$35,999.00
Innuvo, Inc.	10	\$84,136.35
Triad Security Group, Inc.	9	\$166,560.76

It is recommended that the City award the contract to Securpoint Corporation, which represents the best value to the City for an amount not to exceed \$35,999.00; however, the City would like to include a contingency of \$4,000 for a total award of \$40,000. In addition, the City would like to include a maintenance agreement in the amount of \$4,800 annually.

If approved, City staff will commence execution upon acceptance and approval of all required documents.

Funding Source:

General CIP Fund, 3151319-6310-SECSY

Fiscal Impact:

There is a fiscal impact associated with contract award in the amount up to \$40,000 as a one-time implementation fee and an annual maintenance agreement fee of \$4,800.

Sponsor Name/Department: Asheley A. Hepburn, Director, Financial Services and Ron Desbrunes, Director, Public Works

Meeting Date: 6/28/2022

ATTACHMENTS:

Description

Type

▢	Resolution 2022-072 - Contract Award - SecurPoint	Resolution
▢	Exhibit A - Contract - SecurPoint, Inc.	Resolution
▢	Proposal - SecurPoint, Inc.	Backup Material
▢	Purchasing Memo - SecurPoint, Inc.	Backup Material

1 RESOLUTION 2022-072

2
3 A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES,
4 FLORIDA IN ACCORDANCE WITH SECTION 82-356 OF THE LAUDERDALE
5 LAKES PROCURMENT CODE, AWARING CONTRACT TO SECURPOINT
6 CORPORATION IN AN AMOUNT NOT TO EXCEED FORTY THOUSAND AND
7 NO/100 DOLLARS (\$40,000.00) (INCLUDING CONTINGENCY), PURSUANT
8 TO THAT CERTAIN REQUEST FOR PROPOSAL NO. 22-3410-04R, CITYWIDE
9 SECURITY AND ACCESS CONTROL SYSTEMS, A DRAFT COPY OF SAID
10 CONTRACT IS ATTACHED HERETO AS EXHIBIT A, AND A COPY OF WHICH
11 CAN BE INSPECTED IN THE OFFICE OF THE CITY CLERK; PROVIDING FOR
12 ADOPTION OF RECITALS, PROVIDING INSTRUCTIONS TO THE CITY CLERK;
13 PROVIDING AN EFFECTIVE DATE.
14

15 WHEREAS, the City of Lauderdale Lakes ("City") solicited qualified firms to provide the
16 City with comprehensive security and access control systems for various offices and facilities
17 throughout the City;

18 WHEREAS, the City's solicitation for responses and proposals to Request for Proposal #22-
19 3410-04R, Citywide Security and Access Control System (the "RFP") was implemented through
20 the City's electronic bid system, Demandstar.com for the time period beginning on December 17,
21 2021 and ending on February 4, 2022;

22 WHEREAS, on December 17, 2021, the City's solicitation of the RFP was also advertised in
23 the Sun Sentinel, a local newspaper of general circulation;

24 WHEREAS, the City's solicitation of the RFP was provided to four hundred sixty-two (462)
25 vendors and the City received responses from six (6) vendors: —SecurPoint Corporation, Triad
26 Security Group, Inc., IFSS, Innuvo Inc., Lockman Security and Miguel Casanova;

27 WHEREAS, the proposals were further reviewed by an evaluation committee comprised
28 of three (3) members. The evaluation process included a thorough review of the written
29 proposals;

1 WHEREAS, City Staff's analysis of the proposal from SecurPoint Corporation has
2 determined it to be the lowest responsive and responsible bid; and further such vendor was
3 found to offer the best value for the services;

4 WHEREAS, City Staff recommends that the City award Contract No. 22-3410-04R to
5 SecurPoint Corporation to provide the City with comprehensive security and access control
6 systems for an amount not to exceed Forty Thousand and No/100 (\$40,000.00) Dollars which
7 includes Thirty-Five Thousand Nine Hundred Ninety-Nine and No/100 (\$35,999.00) Dollars for
8 the services plus a contingency of Four Thousand and No/100 (\$4,000.00) Dollars ("Contract").
9 In addition, the City would like to include a maintenance agreement between the City and
10 SecurPoint Corporation in the amount of Four Thousand Eight Hundred and No/100 (\$4,800.00)
11 Dollars annually; and

12 WHEREAS, there is adequate funding available for this Contract in the budget for the
13 current fiscal year.

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

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

18 SECTION 2. AWARD AND AUTHORITY: The City Commission hereby awards Contract
19 22-3410-04R to SecurPoint Corporation in substantially the form as attached hereto as Exhibit A
20 and incorporated herein by reference. The City Manager is authorized to execute Contract 22-
21 3410-04R.

1 SECTION 3. INSTRUCTIONS TO THE CITY CLERK: The City Clerk, through the City
2 Manager, is hereby instructed to obtain three fully executed copies of the subject agreement
3 with one (1) to be delivered to SecurPoint Corporation, with one (1) to be maintained by the City,
4 and with one (1) to be directed to the Office of the City Attorney, and further to take any and all
5 action necessary to effectuate the intent of this Resolution.

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

ADOPTED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES AT ITS REGULAR MEETING HELD JUNE 28, 2022.

HAZELLE ROGERS, MAYOR

ATTEST:

VENICE HOWARD, CMC, CITY CLERK

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

Sidney C. Calloway, City Attorney

Sponsored by: Asheley Hepburn, MBA, Financial Services Director

VOTE:

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



**CITY OF LAUDERDALE LAKES
4300 N.W. 36TH STREET
LAUDERDALE LAKES, FLORIDA, 33319-5599
TEL (954) 535-2700
FAX (954) 733-1982**

**CONTRACT AGREEMENT NO.: 22-3410-04R
CITYWIDE SECURITY AND ACCESS CONTROL SYSTEM**

THIS AGREEMENT is dated as of the ____ day of _____, 2022 between the CITY OF LAUDERDALE LAKES, a municipal corporation, hereinafter referred to as ("CITY"), and _____, a corporation authorized to do business in the State of Florida, (hereinafter referred to as ("CONTRACTOR")), whose Federal I.D. number is _____.

WHEREAS, on _____, 2022 the CITY entered into a Contract No. 22-3410-04R with the CONTRACTOR for Citywide Security and Access Control System, and

WHEREAS, at its meeting of _____, 2022, by Resolution #2022-XXX, the CITY Commission authorized the proper City officials to execute this non-exclusive Contract hereinafter referred to as "Contract No. 22-3410-04R", and

NOW, THEREFORE, CITY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - SCOPE OF WORK

The CONTRACTOR shall furnish all labor, materials, supplies, service and supervision necessary to perform per the Request for Proposal document No.: 22-3410-04R for Citywide Security and Access Control System.

The CONTRACTOR responsibility under this contract is to provide services outlined in the Scope of Work Description in Exhibit "A" attached hereto and made part hereof.

The CITY's Representative/Liaison during the performance of this Contract shall be _____, Project Manager, Public Works Department, telephone (954) 535-XXXX.

ARTICLE 2 - TERM

The initial contract term shall be for five (5) years, beginning when the notice to proceed is issued, in accordance with the other terms and conditions set forth herein. At the CITY's sole option, the Term may be renewed for one (1) additional five (5) year term, in the absolute discretion of the CITY for a total of ten (10) years. In the event of an exercise of the option(s) to renew, the terms and conditions set forth herein, exclusive of the rights set forth in the specific subsection, shall apply equally to such renewed Term. The CITY may provide a minimum of ten

(10) calendar days notice before the end of any effective Term, of its intent to renew the Term. Price may be adjusted per Article 3, Payments to CONTRACTOR.

Extension of Contract:

The CITY reserves the right to automatically extend the Contract for up to ninety (90) calendar days beyond the stated Contract term, under the same terms and conditions of said Contract. The CITY shall notify the CONTRACTOR in writing of such extensions. Additional extensions over the first ninety (90) day extension may occur, if the CITY and the CONTRACTOR are in mutual agreement of such extensions.

ARTICLE 3 - CONTRACT PRICE

The total amount to be paid by the CITY under this Contract for all services and materials shall be priced using the pricing structure according to Exhibit "C", Schedule of Professional Fees. Such payment shall be made within thirty (30) days from the last day of each respective month in which CONTRACTOR has performed the Services and issued an invoice to the CITY.

Based on the Contract prices shown in the Cost Schedule submitted to the CITY being a part of the Contract Documents, the aggregate amount of the Base Contract **(obtained from either the lump sum price, the application of unit prices to the quantities shown in the Request For Proposal Form or the combination of both)** not to exceed:

Written amount _____

\$ _____

Appropriations: Payment under this Contract is subject to annual appropriations of the governing body. The CITY will immediately notify the CONTRACTOR to stop work if funds are not appropriated and will pay CONTRACTOR for all work performed up to the time of the stop work notice.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the CONTRACTOR shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, overhead charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the CONTRACTOR'S most favored customer for the same or substantially similar service.

ARTICLE 5 - TERMINATION

This Contract may be cancelled by the CONTRACTOR upon ninety (90) days prior written notice to the CITY's representative in the event of substantial failure by the CITY to perform in accordance with this Contract through no fault of the CONTRACTOR. The Contract may also be terminated, in whole or in part, by the CITY, with or without cause, immediately upon written Termination Notice to the CONTRACTOR. Unless the CONTRACTOR is in breach of this Contract, the CONTRACTOR shall be paid for services rendered to the CITY's satisfaction through the date of termination. In the event the CITY elects to terminate this Contract without cause, however, the CITY shall pay the CONTRACTOR a termination fee of One Hundred Dollars (\$100). After receipt of a Termination Notice and except as otherwise directed by the CITY, the CONTRACTOR shall:

- A. Stop work on the date to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work and other materials related to the terminated work to the CITY.
- D. Continue and complete all parts of the work that have not been terminated.

Termination for Convenience: The CITY, by written notice, may terminate this Contract, in whole or in part, when it is in the CITY's best interest. If this Contract is terminated, the CITY shall be liable only for the goods and services delivered and accepted. The CITY may provide the CONTRACTOR thirty (30) days prior notice before said termination becomes effective. However, at the CITY's prerogative, a termination for convenience may be effective immediately and may apply to release orders (if applicable) or to the Contract in whole.

ARTICLE 6 - PERSONNEL

The CONTRACTOR represents that it has or will secure at its own expense all necessary personnel required to perform this Contract. Such personnel shall not be employees of or have any contractual relationship with the CITY.

All of the services required hereunder shall be performed by the CONTRACTOR or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under State and local laws to perform such services.

Any changes or substitutions in the CONTRACTOR's key personnel, as may be listed in Exhibit "B", must be made known to the CITY's Representative and written approval must be granted by the CITY's Representative before said change or substitution can become effective.

The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel.

ARTICLE 7 - SUBCONTRACTING

The CITY reserves the right to accept the use of a subContractor or to reject the selection of a particular subContractor and to inspect all facilities of any subContractors in order to make a determination as to the capability of the subContractor to perform properly under this Contract. The CONTRACTOR is encouraged to seek local vendors for participation in subcontracting opportunities. If the CONTRACTOR uses any subContractors on this project the following provisions of this Article shall apply:

If a subContractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subContractor to complete the work in a timely fashion, the CONTRACTOR shall promptly do so, subject to acceptance of the new subContractor by the CITY. The substitution of a subContractor shall not be adequate cause to excuse a delay in the performance any portion of this Contract as set forth in the Scope of Work.

The CONTRACTOR, its subContractors, agents, servants, or employees agree to be bound by the Terms and Conditions of this Contract and its agreement with the subContractor for work to be performed for the CITY the CONTRACTOR must incorporate the terms of this Contract.

ARTICLE 8 – INSURANCE

- A. The CONTRACTOR shall not commence work under this Contract until it has obtained all insurance required under this paragraph and such insurance has been approved by the CITY.
- B. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The CONTRACTOR shall furnish Certificates of Insurance to the CITY's Representative prior to the commencement of operations. The Certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount, and classification as required for strict compliance with this paragraph and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the CITY'S Representative. Compliance with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract.
- C. The CONTRACTOR shall maintain during the term of this Contract, standard

Professional Liability Insurance in the minimum amount of \$1,000,000 per occurrence.

- D. The CONTRACTOR shall maintain, during the life of this Contract, Comprehensive General Liability Insurance in the amount of \$1,000,000 per occurrence to protect the CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.
- E. The CONTRACTOR shall maintain, during the life of this Contract, Comprehensive Automobile Liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damage liability to protect the CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use or maintenance of owned and non owned automobiles, including rented automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.
- F. The CONTRACTOR shall maintain, during the life of this Contract, adequate Workers' Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by law for all of its employees per Florida Statute 440.02.
- G. It shall be the responsibility of the CONTRACTOR to insure that all subContractors comply with the same insurance requirements referenced above.
- H. Compliance with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligation under this section or under any other section if this Section or under any other section of the Contract.
- I. CONTRACTOR shall be responsible for assuring that the insurance certificate required in conjunction with this Section remain in force for the duration of the period of performance for any contractual agreement(s) resulting from this solicitation. If insurance certificates are scheduled to expire during the term hereof, the CONTRACTOR shall be responsible for submitting new or renewed insurance certificates to the CITY at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the term hereof, the CITY shall suspend the Contract until such time as the new or renewed certificates are received by the CITY in a manner prescribed in this Section; provided however, that this suspension period does not exceed thirty (30) days, the CITY may at its sole discretion, terminate the Contract and seek re-purchasing charges from the CONTRACTOR.
- J. In the judgment of the CITY, prevailing conditions warrant the provision by CONTRACTOR of additional liability insurance coverage or coverage which is different in kind, the CITY reserves the right to require the provision by CONTRACTOR of an amount of coverage different from the amounts or kind previously required and shall afford written notice of such change in requirements thirty (30) days prior to the date on which the requirements shall take effect. Should the CONTRACTOR fail or refuse to satisfy the requirement of changed coverage within thirty (30) days following the CITY's written notice, the CITY, at its sole option, may terminate the Contract upon written notice to the CONTRACTOR, said termination taking effect on the date that the required change in policy coverage would otherwise take effect.
- K. All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the CONTRACTOR shall specifically include the CITY of Lauderdale Lakes as "Additional Insured" and shall unequivocally provide thirty (30) days written notice to the CITY prior to any adverse changes, cancellation or non-renewal of coverage thereunder.

ARTICLE 9 - INDEMNIFICATION

The CONTRACTOR shall indemnify and hold harmless the CITY and its officers and employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR, and other persons employed or utilized by CONTRACTOR in the performance of this Contract.

The parties agree that 1% of the total compensation paid to the CONTRACTOR for performance of this Contract shall represent the specific consideration for the CONTRACTOR's indemnification of the Owner. It is the specific intent of the parties hereto that the foregoing indemnification complies with applicable Florida Statutes.

The CONTRACTOR, without exemption, shall indemnify and hold harmless the CITY, its employees, representatives and elected officials from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or item manufactured by the CONTRACTOR. Further, if such a claim is made, or is pending, the CONTRACTOR may, at its option and expense, procure for the CITY the right to use, replace, or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the CITY agrees to return the article on request to the CONTRACTOR and receive reimbursement. If the CONTRACTOR used any design, device or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the Contract prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

It is further the specific intent of the parties that all of the Contract Documents on this Project are hereby amended to include the foregoing indemnification and the "Specific Consideration" thereof.

ARTICLE 10 - SUCCESSORS AND ASSIGNS

The CITY and the CONTRACTOR each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Contract. Except as above noted, neither the CITY nor the CONTRACTOR shall assign, sublet, convey or transfer its interest in this Contract without express notification and acceptance. Nothing herein shall be construed as creating any rights or benefits hereunder to anyone other than the CITY and the CONTRACTOR.

ARTICLE 11 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. The venue of all actions in State or Federal Court relating to this Contract will be held in Broward County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law or in equity. No single or partial exercise by any part of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 12 - CONFLICT OF INTEREST

The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, in the CITY, which would conflict in any manner with the performance or services required hereunder, as provided for in Florida Statutes 112.311. The CONTRACTOR further represents that no person having such interest shall be employed in the performance hereof.

The CONTRACTOR shall promptly notify the CITY's Representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONTRACTOR'S judgment or

quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONTRACTOR undertakes and request an opinion of the CITY, whether or not such association, interest or circumstances will in the CITY's opinion constitute a conflict of interest if entered into by the CONTRACTOR. The CITY agrees to notify the CONTRACTOR of its opinion by certified mail within 30 days of receipt of notification by the CONTRACTOR. If, in the opinion of the CITY, the prospective business association, interest or circumstances would not constitute a conflict of interest by the CONTRACTOR, the CITY shall so state in the notification and the CONTRACTOR may enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the CITY by the CONTRACTOR under the terms of this Contract.

ARTICLE 13 - EXCUSABLE DELAYS

The CONTRACTOR shall not be considered in default by reason of any failure in performance if such failure arises as a result of a "Force Majeure." Force Majeure shall mean any delay occasioned by superior or irresistible force occasioned by violence in nature without the interference of human agency such as hurricanes, tornados, flood and total loss caused by fire and other similar unavoidable casualties, changes in federal, state or local laws, ordinances, codes or regulations, enacted after the date of this Agreement and having a substantial impact on the project, or other causes beyond the CONTRACTOR's control or by any other such causes which the CONTRACTOR and the CITY Commission decide in writing justify the delay. Provided, however, that market conditions, labor conditions, construction industry price trends and similar matters which normally impact on the bidding process shall not be considered a Force Majeure.

ARTICLE 14 - PLEDGE OF CREDIT, ARREARS

The CONTRACTOR shall not pledge the CITY's credit or make it a guarantor of payment of surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 15 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONTRACTOR shall deliver to the CITY for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials, in both hard copy and electronic mail, prepared by and for the CITY under this Contract.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the CITY or at its expense will be kept confidential by the CONTRACTOR and will not be disclosed to any other party directly or indirectly, without the CITY's prior written consent, unless required by a lawful order. All drawings, maps, sketches, programs, database, reports and other data developed or purchased under this Contract for or at the CITY's expense shall be and remain the CITY's property and may be reproduced and reused at the discretion of the CITY.

The CITY and the CONTRACTOR shall comply with provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, contracts, representations and warranties made herein, or otherwise made in writing by any party hereto including, but not limited to, representations herein related to the disclosure or ownership of documents, shall survive this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 16 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONTRACTOR and all employees and/or agents of the CONTRACTOR are, and shall be, in the performance of all work services and activities under this Contract, an independent

contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times and in all places be subject to the CONTRACTOR'S sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work and in all respects the CONTRACTOR'S relationship and the relationship of its employees to the CITY shall be that of an independent Contractor and not as employees or agents of the CITY.

The CONTRACTOR does not have the power or authority to bind the CITY in any promise, agreement or representation other than specifically provided for in this Agreement. The CONTRACTOR shall be responsible to the CITY for all work or services performed by the Contractor or any person or entity on the CONTRACTOR's behalf, in fulfillment of this Contract.

ARTICLE 17 - CONTINGENT FEES

The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than it's bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or any other consideration contingent upon resulting from the Award or making of this Contract.

ARTICLE 18 - ACCESS AND AUDITS

The CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of this Contract. The CITY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONTRACTOR'S place of business.

ARTICLE 19 - NONDISCRIMINATION

The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

ARTICLE 20 - ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, expenses and court costs, including appellate fees incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 21 - AUTHORITY TO PRACTICE

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the CITY's Representative on an annual basis.

ARTICLE 22 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 23 - ENTIRETY OF CONTRACTUAL CONTRACT

The CITY and the CONTRACTOR agree that this Contract sets forth the entire Contract between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25 - Modifications of Work.

ARTICLE 24 - MODIFICATIONS OF WORK

The CITY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONTRACTOR of the CITY's notification of a contemplated change, the CONTRACTOR shall, **in writing**:

- (1) Provide a detailed estimate for the increase or decrease in cost due to the contemplated change,
- (2) Notify the CITY of any estimated change in the completion date, and
- (3) Advise the CITY if the contemplated change shall effect the CONTRACTOR'S ability to meet the completion dates or schedules of this Contract.

If the CITY so instructs in writing, the CONTRACTOR shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the CITY's decision to proceed with the change.

If the CITY elects to make the change, the CITY shall initiate a contract amendment and the CONTRACTOR shall not commence work on any such change until such written amendment is signed by the authorized representative for the CITY.

Such changes, if any, shall be set forth in writing, which may be transmitted, at the CITY'S discretion, digitally.

ARTICLE 25 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the CITY shall be mailed to:

Attn: Phil Alleyne, City Manager
City of Lauderdale Lakes
4300 NW 36th Street
Lauderdale Lakes, FL 33319-5599
A. Tel (954) 535-2700
B. Fax (954) 535-1892

Copy to: Financial Services Department
City of Lauderdale Lakes
4300 NW 36th Street
Lauderdale Lakes, FL 33319-5599
Tel (954) 535-2700
C. Fax (954) 535-1892

and if sent to the CONTRACTOR shall be mailed to:

Contractor Information
Address, Suite #XXX
City, State Zip
Attn: Contractor Designated Representative
TEL: xxx-xxx-xxxx
FAX: xxx-xxx-xxxx

ARTICLE 26 - CAPTIONS AND PARAGRAPH HEADINGS

Captions and paragraph headings contained in this Contract are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this Contract, nor the intent of any provisions hereof.

ARTICLE 27 - JOINT PREPARATION

The preparation of this Contract has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. It is the parties' further intention that this Contract be construed liberally to achieve its intent.

ARTICLE 28 - WAIVER

No waiver by the CITY of any provision of this Contract shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach of the same or any other provision or the enforcement hereof. CITY's consent to or approval of any act by Contractor requiring consent or approval shall not be deemed to render unnecessary the obtaining of CITY's consent or approval of any subsequent act by Contractor requiring the CITY'S consent or approval, whether or not similar to the act so consented to or approved.

ARTICLE 29 - COUNTERPARTS

This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same Contract.

ARTICLE 30 - EXHIBITS ARE INCLUSIONARY

All exhibits attached hereto or mentioned herein which contain additional terms shall be deemed incorporated by reference. Typewritten or handwritten provisions inserted in this form or attached hereto shall control all printed provisions in conflict therewith.

ARTICLE 10 – AUTHORITY FOR PIGGYBACK SERVICES

CONTRACTOR acknowledges and agrees that during the term of this Contract, including any mutually agreed extensions and/or options, at the option of the CITY, other municipal corporations, public agencies school districts, or not-for-profit entities, may purchase CONTRACTORS' services at the same price, upon the same terms and conditions as this Contract between the CITY and CONTRACTOR.

ARTICLE 31 - CONTRACT DOCUMENTS

The Contract documents are as follows: Request for Proposal, Contract, Exhibits, Addenda, All Representations, and Warranties, to make this Contract.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year set forth below their respective signatures.

CITY OF LAUDERDALE LAKES, FLORIDA

CONTRACTOR/FIRM NAME

By: _____
Hazelle Rogers, Mayor

By: _____
(Signature)

Date: _____

Name: _____
(Type or Print)

(CITY SEAL)

Date: _____

(CORPORATE SEAL)

Attest: _____
Venice Howard
City Clerk

License No.: _____

Agent for service of process: _____

APPROVED AS TO FORM:

(City Attorney)

(If CONTRACTOR is a Corporation or
Partnership, attach evidence of authority to sign.)

SAMPLE

Tab 1

City of Lauderdale Lakes
ATTACHMENT "A"
PROPOSER'S QUALIFICATIONS STATEMENT

PROPOSER shall furnish the following information. Failure to comply with this requirement will render Bid non-responsive and shall cause its rejection. Additional sheets shall be attached as required.

PROPOSER'S Name and Principal Address:

SECURPOINT CORP
1814 SAND RD
MELBOURNE, FL 32935

Contact Person's Name and Title: ROGER G. BLACK DIRECTOR

PROPOSER'S Telephone and Fax Number: 321-676-7894 NO FAX

PROPOSER'S Email Address: OFFICE @ SECURPOINT.NET

PROPOSER'S License Number: EF 0000334
(Please attach certificate of competency and/or state registration.)

PROPOSER'S Federal Identification Number: 27-1725245

Number of years your organization has been in business, in this type of work: 12

Names and titles of all officers, partners or individuals doing business under trade name:

ROGER G. BLACK DIRECTOR
CORPORATION

The business is a: Sole Proprietorship ☐ Partnership ☐
Corporation ☒

Name, address, and telephone number of surety company and agent who will provide the required bonds on this contract: **Not Required.**

TAB 2

Executive Summary

SecurPoint is a locally owned and operated single source provider of security systems, access control, IP Video, fire alarm, intrusion detection systems and monitoring services. SecurPoint has quickly become the choice for large commercial and governmental installations in central Florida.

Our team has built a reputation by providing comprehensive and cost-effective security solutions, using the latest in video technology, access control products, security intrusion detection systems, fire alarm technologies, wireless cell and IP alarm monitoring.

Municipal and Governmental History

Since our inception in 2010 SecurPoint has completed security installations in over 500 city and county governmental facilities on the east coast of Florida.

SecurPoint's management and installation team offer more than 100 years of combined experience in the commercial and governmental electronic security field. SecurPoint performs all its work with the highest possible standards and strives to exceed expectations.

Because of the commercial and governmental installation experience of our team, SecurPoint can insure that your installation, service and repairs will be efficient and as non-intrusive as possible, insuring that your operations will not be disrupted.

Summary of Qualifications

SecurPoint is the proven choice for security solutions not only within Brevard County, but all of the east coast of Florida. SecurPoint's corporate office is located at 1814 Sarno Rd. in Melbourne, FL. Giving you fast and reliable service, every time.

Our lead technicians have an average of 20 years of security experience each and are factory trained and certified on our entire product line including the Continental Access, IEI Emerge and many others.

SecurPoint believes in offering the customer the best product installation and service experience. We accomplish this through experience, manufacturer training and constant customer service satisfaction. SecurPoint employees are also factory trained and experienced with hundreds of highly successful governmental installations to their credit.

Over the past 12 years, our staff has performed hundreds of new and retrofit installations of IP Video, Access Control, Fire and Security Systems, in government facilities, giving us the experience to meet and exceed your installation experience and timeline.

SecurPoint offers the most value-added services for service, installation, customer training, and customer satisfaction.

Our Training and Experience

SecurPoint has a direct relationship with Continental Access, the manufacture of the controllers and equipment we are proposing for the city's RFP. SecurPoint is a preferred vender, which allows us to provide direct support from the manufacturer ensuring our customers have the most recent product portfolio offerings, technician training, and escalated support response.

All of our staff have been trained on the Continental Access and certified service and are installation technicians.

How SecurPoint Stands Out

Unlike most companies in the area SecurPoint is completely an employee-based business and does not use any subcontractors to perform our work. This allows us to hire and train more qualified personnel. We also have and will continue to meet and exceed state regulation with comprehensive background checks, driving histories and work qualifications.

SecurPoint also has a floating technician that is unscheduled during normal business operation hours to assist and respond to emergency calls for service that need immediate attention.

We have a fully stocked warehouse, and service vehicles that carry additional parts, control boards, readers, locks, so that we are ready to handle any service issue that may arise, quickly and efficiently.

In short, it's all about our firm's experience, SecurPoint has installed and maintained more systems for government facilities than any other firm in the area.

TAB 3

Experience

Brevard County Tax Collector, Viera

- New installation of 30 door access control system
- Installation of new security system
- Installation of emergency lockdown system for shelter in place scenarios.
- Provide alarm monitoring and maintenance contract for all facilities.

Brevard County Tax Collector Titusville, Six Story Administration Building

- New installation of access control system with Wireless Access control locks
- New installation security system

Brevard County Tax Collector Titusville, Park Ave.

- New installation of access control system 16 Doors
- New installation security system

Brevard County Tax Collector Merritt Island

- New installation of access control system 16 Doors
- New installation security system

Brevard County Tax Collector Indian Harbor Beach

- New installation of access control system 16 Doors
- New installation security system

Brevard County Tax Collector Melbourne

- New installation of access control system 20 Doors
- New installation security system

Brevard County Tax Collector Palm Bay

- New installation of access control system 18 Doors
- New installation security system

Contact: Tracy Ballington

PO Box 2500 Titusville FL 32781

321-264- 6923

Primary Contractor Since 2012, contract ongoing.

Contract value approximately \$250,000

Roger Black is point of contact for this customer

City of Palm Bay

- Design and install new CCTV/Video camera system including digital video recorder, low light cameras and outdoor cameras for the perimeter of the facility.
- Expanded installation of access control system with system software upgrade from version 3.2 to 4.0.
- Installed new access control system at the SRWTF facility.
- Upgraded and serviced NRWTF and WRF facilities.
- Currently have the awarded fire alarm monitoring contract for the city.
- Installed and maintained the EOC/Fire HQ building for service and repairs.
- Installed the stand alone cell locking system at the police department.
- Designed and installed the gate vehicle transponder system for utilities.

City of Palm Bay

120 Malabar Rd. Palm Bay, 32907

321-952-3437

Primary Contractor, Contract expires 2023

Contract value approximately \$50,000

Roger Black is point of contact for this customer

Our Lady of Lourdes School

- New installation of access control system of 100 doors
- Complete Access Control Lock down system on each classroom door
- Wireless Door and entry system for Office, Church and School buildings
- Provide Access control Cloud Hosting and Maintenance for all 6 facilities

Contact:

Donna Witherspoon

4290 E Fee Ave. Melbourne, Fl. 32901

321-723-3636

Primary Contractor, Contract 2014-current

Contract value approximately \$250,000

Roger Black is point of contact for this customer

TAB 4

Implementation

Upon Receiving an authorized Purchase Order, SecurPoint will begin working behind the scenes to ensure your equipment and FOBS are enroute to us as quickly as possible. Usually about a two-week turnaround time, to begin your installation.

During the two weeks we will be in contact to schedule a “kick off meeting” to address any questions and to solidify a timeline that works best for your operation.

Once scheduling is decided will begin your installation by setting up your systems hardware and software. We will begin performing a soft install the control units at all sites, close to your existing Emerge system. This is done so we can get all our new units to communicate together and so that your staff can access them, to begin to create access levels and distribute FOBS, etc. All can be done before any doors are brought live onto a new system.

Training: We will provide initial training for your staff, at this point. We will be able to provide a comprehensive hands-on support, with any and all data you may need to enter into the new system, such as door schedules, access groups, entering FOB Data, Holiday schedules and personal data you may want in the system. This usually only takes a few hours, but we will be on site the whole day, incase more questions arise.

Once you are comfortable with the operation and navigation of the system, we will begin migrating doors from the old Emerge Access panel to the new Continental Access CA4K system.

Final Cut over will be done one door at a time, to limit the disturbance to your operations and provide a smooth transition. Since your current door locks and readers are compatible, this will move rather quickly.

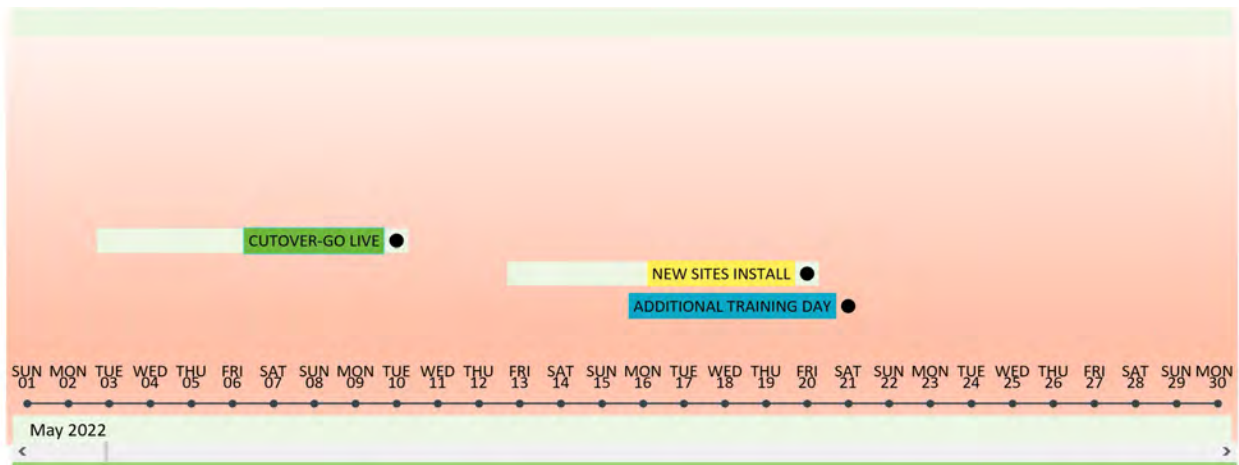
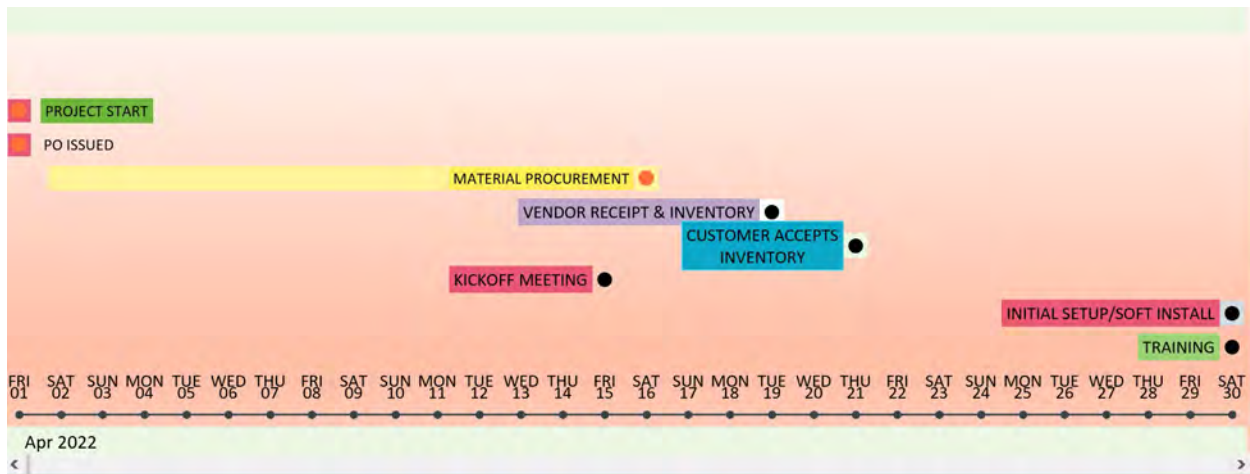
Or staff will test and ensure proper operation of each door before moving to the next one, to ensure your facility is always secure during this process.

Once all existing doors and systems are operational, we will begin on the new doors to be added, utilizing the same approach.

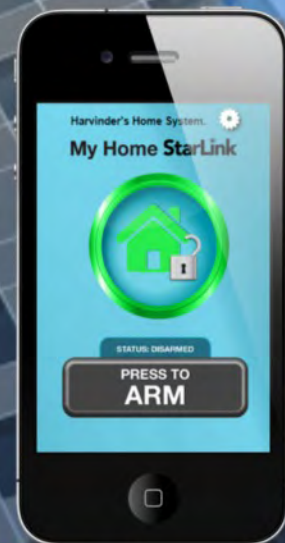
Our goal is to keep our footprint minimal at each site, so that your day-to-day servicing of the public is not interrupted.

Upon Final completion of the systems and installation new sites, we will once again offer training for anyone that might require it. And we offer the ability to remote into the system remotely, if and technical problems arise or for future questions.

Warranty Phase: We offer a one-year warranty of all parts and labor for anything installed by SecurPoint. We also offer and comprehensive Maintenance Plan moving forward, that would cover all future service-related issues.



Commercial Security Solutions



Security . Video . Automation .

Your Local Security Experts:

SecurPoint



The Total Enterprise Security Solution for Government



- ✓ Scalable, Enterprise Class Security & Access System
- ✓ Universal Identity Management Solution
- ✓ Integrated Video & Security
- ✓ Multiphase Threat-Level Management
- ✓ Visitor Management Solution
- ✓ Super-fast Processing
- ✓ Open Architecture Integration
- ✓ Remote System Management with Web Client
- ✓ Synergistic Panels & Software
- ✓ Global Lockdown
- ✓ Robust multi-database partitioning



Continental CA4K® Enterprise Access Control & Security Solution for Government

DEFENSE AND MILITARY FACILITIES

Continental' software and hardware team up for the latest identification government compliance, FIPS/TWIC/ Biometric Compliant FIPS201 full reader support & multiple credential and reader formats. Continental panels' firmware supports FASC-N autonomous badge expiration evaluation for fast accurate processing; validation of ID card certificate and monitoring of Government Revocation List; PKI, and TSA Hotlist. CA4K® Enterprise Access Control & Security Management Platform has complete Disaster recovery/redundant systems option for volatile environments.

POLICE, SHERIFF AND CORRECTIONAL DEPARTMENTS

Criminal, high-risk environments require absolute access control & surveillance, asset management and tightly controlled credentials, and immediate facility control. Continental offers law and peace officers all this, including **easy visitor management** with automatic badge-creation based on scannable state ID forms, auto-expiring visitor badging. **Global and local lockdown** activated by badgeholder, system operator or script, including free access doors, deployed by single or multiple APBs with "2-Person Control" option. Anti passback, timed anti passback and assigned occupancy limits are all standard.

MUNICIPAL UTILITIES

"Soft targets" such as Water and Power utilities, can be well-secured and managed by Continental systems' real time monitoring and faster response capabilities via central office reporting or **remote web client control**. CA4K enables tracking of authorized and unauthorized activity on site or remotely with enhanced remote web hardware & software system configuration control and reporting. The system also offers easily deployed and time-scheduled built-in

elevator control and **Global inputs/outputs** and activity links provide systemwide and individual device control, including global control using high/low counters, e.g, parking facilities.

PORTS & HARBORS

These bustling environments are characterized by high traffic areas where multi-variate people and international shipments converge. Continental Systems help maritime security and port authorities keep a tight ship, with high capacities for personnel IDs and automatic validations; support for asset tracking, including asset & vehicle tags; long range cards, credentials and readers. Also CA4K supports multilingual operator support, with language preference auto-loaded on user log-in: Arabic, Danish, Dutch, Russian, English, French, Greek, Polish, Portuguese, Russian and Spanish, custom language entry supported too.

GOVERNMENT & MUNICIPAL BUILDINGS

As national, state and local government security concerns increased exponentially, Continental anticipated heightened demands. **Threat Level Management**, with an unlimited amount of assignable threat level groups, 5 color-coded states, that with a click, can instantly deactivate access privileges, by badge, or badgeholder groups. To meet high-peak-times, these systems support the fastest processing, at a fraction of a second for door-open times, with PIV/TWIC and FIPS 201 evaluated at the panel, even processing full cardholder CHUID numbers. And the system supports onboard storage for up to 1 million cards or 500,000 full data PIVs. ID enrollment is data-entry error-proof, supporting an Enrollment Station Reader, which both validates certificate from the Government website and auto-populates cardholder data. Speed system changes with 50 to 75% faster downloads, direct connection with speeds in excess of 921 Kbps, using accelerated 32-bit controller processing up to 54 MIPS).

Robust, Scalable, CA4K Enterprise Access Control & Security Platform for minimal TOC

- Control from 1 to 32,000 doors; up to 1,000,000 carholders/panel.
- Event transactions storage limited only to hard drive size
- 30,000 access groups and over 32,000 readers/ location, with no software to upgrade
- 5 Holiday calendars with 100 Holidays each
- Over 12,000 readers with 112,000 relay outputs per location
- Over 124,000 supervised alarm inputs per location

Universal Identity Management Solution

- ID credential, smart card, and biometrics management system
- Onboard storage for up to 1 million cards or 500,000 full data PIVs
- LDAP compliant single sign-ons
- Supports Active Directory at cardholder level with popular third-party utilities; Javelin Software - AD Reporter*; Netwrix Auditor*; Management Engine - ADManager Plus*

Multiphase threat level management and/or Lockdown by group, area or systemwide

Visitor Management solution & custom photo badging utility

Open Architecture Integration

- Microsoft SQL Server database based. Competitively priced - no annual software licensing fees for low total cost of ownership

- InterAccess - Open API support allowing third parties to seamlessly integrate Continental software and harness the power and speed of hardware

- Supports a wide range of technologies and databases including partitioning, as well as importing of Microsoft® Active Directory® and Oracle® exports

- Advanced Import / Export Utilities. Open data exchange of badge and personnel, ERP & other databases (e.g. Oracle)

Seamless Universal Video, Security and ID Integration solution from single station

- Integration with most security systems and offers a central reporting option
- Email and SMS notification
- Integrates with third-party manufacturers of video cameras, NVRs/DVRs, biometric devices and readers, intrusion, fire, etc
- Remote System Management via web client
- Seamless integration with your preference or existing video - Video Insight*, Exacq*, Milestone*, Pelco* DS & DX, Salient*, Hitron*, Integral* & Avigilon*

Continental Hardware

- Flexible range of super-fast hardware from single-door POE solution, to wireless PIN/ Prox door locks, to expandable conventional controllers from 2 to 16 doors
- Designed and built by Continental's ISO9001; 2000 Certified manufacturing facility, onboard power supplies, relay- and lightning/ESL-protection, etc

- Built-in labor savings, upgrade migration, low maintenance costs
- Long product line continuity even in legacy systems; field upgradeable
- Industry's longest 3-year warranty.

Super fast speeds even at peak hours

- Fastest processing performance available on the market, (up to 921.6 Kbps communications) i.e., door opens in a fraction of a second, rapid reports and full data downloads in minutes
- Global inputs/outputs and activity links for systemwide and individual device control

Elevator Control - Hardware & Software Integration control, Including OTIS Elevator* support



Continental Access



INTEGRATED SECURITY & ACCESS CONTROL MANAGEMENT PLATFORM

Continental's all-new CA4K® Security Management Software Platform is the single solution that makes access control, wireless locking, alarm monitoring & IP video integration easier than ever - *wherever you are.*



➤ **A truly scalable single solution that is easy and economical to use, program, deploy and maintain-** CA4K is the right fit, for right now and the future. Whether used on a small system of a few doors, or a multi-site global enterprise with thousands of doors, multiple credential/reader types and unlimited users, the budget-friendly/IT-friendly secure platform is designed to grow with the requirement, eliminating the costly need to upgrade software packages or replace hardware, or both, "down the road", as occurs with other manufacturers. Also, the CA4K one-box solution, frees you from pricey add-on modules for functionality and there's no annual software licensing, not to like. (Yearly upgrade program available.)

➤ **Powerful, all-new security management system delivers smartly and easily on all fronts,** new intuitively-designed easy-icon user interface with multiview-windows, trees & more; active visitor management with live cross-check; streamlined LDAP Active Directory-compliant and custom multi-language auto-load operator log-ins; enhanced security with unlimited threat level, lockdown- and multi-area APB-configurations. CA4K's full-function webclient,(creation,assignment&control)providestoday'simportant mobile convenience, plus robust multi-database partitioning, combines for ideal, easy dealer-managed services, too.

➤ **For dramatic labor savings, CA4K has seamless integration with a full line of Wireless Networkx® & ArchiTech™ Customizable locks and keypads with built-in HID®, iClass® or multi-technology smart readers;** as well as ultra-high-speed support for Continental's new POE uniVerse™ single door controller or expandable, field-upgradable conventional controllers, i.e., SuperTwo™, SuperTerm™ or AccelaTerm™ for the fastest processing performance available on the market, (up to 921.6KBPS communications) i.e., door opens in a fraction of a second, rapid reports and full data downloads occur in mere minutes - There's even a new non-polling mode option for max. performance, at certain times.

➤ **New CA4K works extremely well with others, for easy, dependable integration, and featuring more integration partners than ever-** for video, VMS, NVR/DVR, badging, biometrics and building management, additionally, it features an enhanced API for other third party integration; as well as configurable custom menus to launch external applications, and customizable-menus, -links and -queries. With the exception of custom utilities, all CA4K applications run as Windows® Services and with the ability to support mobile credentials and multiple credentials per badge holder, leading-edge ease and future needs are accommodated. The platform's comprehensive alarm monitoring integration also features dynamic alarm mapping, as well as fast, time-saving, 'First-Manager-In' badge /alarm system disarm capability, and options for email or SMS notifications to be sent in certain alarm events, for example, upon priority alarms.

Single solution, integrated, interoperable enterprise Security Management Platform:

- Access control
- Alarm monitoring
- Video DVR/NVR interface
- Visitor management control
- Time and attendance and payroll functions
- Photo badging
- Import/export utilities
- Email and SMS notification
- Wireless lock, Intrusion and fire alarm systems integration
- Turnkey Managed Services Option
- Open API support
- Threat level management
- Multiple area Anti-Passback (APBs)
- Dynamic map control
- FIPS /TWIC/CAC/PIV/PIV I card support
- LDAP compliant single sign-ons
- Elevator control
- Global input/outputs and global links
- Global lockdown or lockdown by APB area
- Remote management / web client

Robust CA4K Platform Capabilities:

- Card capacity up to 1,000,000 cards on later generation panels
- Event Transaction storage limited only to hard drive size
- 30,000 access groups
- 5 Holiday calendars with 100 holidays each
- Over 12,000 readers and 112,000 relay outputs per location
- Database partitioning (Ideal for Dealer hosted business model)
- Over 124,000 supervised alarm inputs per location

The configuration used for the per location capacities include CA4KSQL software, AccelaTerm panels and two secondary com servers.



CA4K PLATFORM FEATURES

- Threat Level Management- Unlimited
- Facility Lockdown and enhanced security features
- Labor saving access manager features
- Visitor management with live cross-check against Gov't Watch Lists, etc
- Unsurpassed card/reader processing speeds and multitasking
- Comprehensive Web Client, built in (full access - create, assign, control all)
- Built-in elevator control, easiest programming
- Dynamic maps view option and on screen control
- Comprehensive cross time zone support
- Napco Security System Integration
- Central station reporting option -Ideal for Security Offices
- Multilingual operator support & custom language entry
- Open API facilitates third-party integration
- Plug-In architecture
- Import / Export Utilities - Open exchange between HR & IT databases, etc.

WIRELESS LOCK & POE INTEGRATION

- **Single-Door Wireless Access Lock Integration** Alarm Lock Trilogy Network's act as single-door controllers on the CA4K System in real time. One-hour wireless lock installation, brings power, HID reader and door-position contact to any opening without any wires. All Alarm Lock Network and customizable ArchiTech Network Models supported, now including DL/PDL8200, 8600 & Exit Trim Models for pushbars (ETs), as well as Networkx wireless, 802.11 and POE gateways and repeaters, for expanded reach in any construction.
- **Single-Door POE Controller** - Continental's new uniVerse™CICP2100 Controller is tiny but powerful, fitting in as double gang box for easy, concealed installation anywhere, controlling up to 2 readers for one door. Use as Power over Ethernet or RS485 option (to downstream up to 10 units on one network address). IT-friendly with AES 256bit advanced encryption and diagnostic LEDs. 2 Form C relay outputs, door and auxiliary; 4 supervised inputs + tamper. High-speed 921.6KBPS comm. **Intermix with full family of conventional Continental Controllers:** 8 or 16 door CICP2800 AccelaTerm™, 8-Door CICP1800T Turbo SuperTerm™, 1-2 Door CICP1300 SuperTwo™, etc.

ALARM INTEGRATION

Security System Integration (using any Napco Gemini™ System & iBridge® interface)

- Fast arm/disarm response times
- First Manager-In Option for Badge-activated arm/disarm of system or areas, saves time & labor
- Dynamic Mapping view option of Napco Events
- Send SMS/Email notifications on alarm events, e.g. for priority alarms

Central Station Reporting Option -Ideal for Security Offices

- Report alarm inputs to a central station over an ethernet connection saving valuable time & toll calls
- Alarm inputs can be configured for optional local reporting for faster response (via Napco NetLink™ Receiver, in addition to the CA4K system alert grid)

SIMULTANEOUS MULTI-READER INTEGRATION

Multi-Reader Technology Support for use in retrofit and new construction, at once - saves (existing) equipment and labor

- Simultaneous multiple credential and reader format support, from cards and fobs to biometrics: Biometric, Smart Card, Proximity, Wiegand, X-Y matrix keypad, barcode, magnetic stripe
- Processing of full cardholder CHUID numbers, without degrading super-fast door open times under a fraction of a second
- FIPS/TWIC Full reader support, including Biometric compliant FIPS201, TWIC; FRAC, CAC-NG; 26 to 256 bit cards.
- Complete FASC-N software support

Mobile Access Control via Smart Devices - Bluetooth LE & NFC

- **HID®-M** support of virtual credentials (in lieu of cards) with HID® App & Smart Readers, using a Bluetooth LE Solution in Readers ("M" suffix).
- **XceedID®** Reader support, all standardly include an NFC Solution, used in conjunction with their App & series of purchased virtual credentials
- **iLock® App** for smartphone/device entry thru Alarm Lock Networkx & ArchiTech Access Locks, securely encrypted comm. and paired to lock via Bluetooth LE technology. App available thru GooglePlay® & iTunes®

ENHANCED VIDEO INTEGRATION

Seamless integration with Video Insight®, Exacq®, Milestone®, Pelco® DS & DX, Salient®, Hitron®, Integral® & Avigilon®+ video partners -

For real-time video that can be automatically associated to any alarm event from a reader, input, NAPCO alarm zone or Networkx Wireless Lock, in the CA4K system. Then, from any workstation, the operator can instantly retrieve recorded video associated with the event with a simple click of an icon.

- Single seat administration tightens security and lowers costs.
- Manage video from a single desktop, locally or remote.
- View up to 64 cameras from a single screen or choose the views you want. Unlimited viewing layouts per user, with multiple monitor support
- Recorded Video Window with play button, stop button and a scroll bar for intuitive simplicity. New events will have priority over video review.
- Remotely search for recorded video from 1, to as many as 99, DVR servers on the network by using the CA4K Integrated Search Feature. Smart Search technology saves time by applying motion filters to highlight activity.
- CA4K DVR Integration features include: Remote 4/9 camera viewing, video picture enhancement, PTZ control, camera preset recall, zoom, focus and iris control.
- TCP/IP protocol Communications with any supported DVR Server on the network; time-synchronized with the CA4K Server.
- Trigger pre & post recording, viewing of live & recorded video associated with an event; recording indicators, displaying motion triggered recording as an alarm event & one click viewing of recorded video, all from the CA4K event screen.
- Export images & video evidence files. Access synchronized video from multiple servers including time-/date-stamp.
- Instant retrieval from any camera or server by time, date or motion events.

† Note: Avigilon® Integration (available Fall 2017, CA4K v1.1 or greater)

ROBUST MULTI-PARTITIONING & REMOTE MANAGED SERVICES

Ideal Turnkey Dealer Management Service Model (ask for details)

- High-Performance Multi-Database design includes five databases (separate Configuration and Events databases)
- Complete remote system management & updates through standard web browsers - No proprietary software to load - use LAN or Internet
- Full capability to create, assign and control all remotely:
 - Full hardware configuration of panels, relays, inputs; Remote unlocking/locking of doors and relay activation
 - Real-Time event viewing, time & attendance: personnel/ and badging changes and in-list reports

SYSTEM REQUIREMENTS

- **CPU** Intel Dual Core, 2.6 GHz, min. (server w/ 1 to 4 workstations, workstation or report station); Xeon Quad Core, 2.0 GHz, min. (5-19 workstations)**
- **RAM** 8 GiB, min. (server w/ 1 to 4 workstations, workstation or report station); 16 GiB, min. (server w/ 5-19 workstations, workstation or report station)
- **Hard Drive** 300GB, min. (server w/ 1 to 4 workstations, workstation or report station); 500GB, min. (server w/ 5-19 workstations)**
- **Backup** Network, DVD, CD
- **USB Ports** 4, min.
- **Serial Ports, Optional** 1 Expandable to 64
- **Ethernet (NIC)** 100/1000Mbit
- **Display** 17" or greater (1500 x 900, min. resolution)

** Note: All configuration specs, not shown. For complete configuration reqts. including server w/ 20+ workstations or database server, etc. please see Full CA4K Technical Documentation or consult factory.

SINGLE & MULTI-SERVER SYSTEMS OPERATING SYSTEMS

- Microsoft Windows 8.1 Professional
- Microsoft Windows 10 Professional
- Microsoft Windows Server 2012 R2

DATABASE ENGINE

- Microsoft SQL Server 2008 R2 Express, Standard or Enterprise
- Microsoft SQL Server 2012 Express, Standard or Enterprise

CONTINENTAL ACCESS, A DIVISION OF NAPCO SECURITY TECHNOLOGIES, INC.

355 BAYVIEW AVE., AMITYVILLE, NY 11701 1.800.645.9445 ++ (631) 842-9400 FAX 631.842.9135 WWW.CICACCESS.COM

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Page 18

Accelaterm: CICIP2800 Super-Speed 8 or 16 Door Access Controller



CICIP2800

The Eight or Sixteen reader Accelaterm supports 8 readers (standard) or 16 readers (with optional Eight Reader Expansion Plug-in PCB) and has 24 inputs (Expandable to 72), 1 tamper alarm and 17 relay outputs (Expandable to 65). The Accelaterm also includes a locking steel enclosure, power supply and room for 2-12AH batteries (batteries are not included and must be purchased separately). Additional features include the Plug-in network interface (included on all units), memory expansion (optional) and input/output expansion (optional). In addition to power for the controller and eight readers, 600ma at 12VDC is provided for accessories, including power for strikes and maglocks.

Accelaterm is an expandable, high speed intelligent controller capable of supporting all access control functions for eight or sixteen doors. This distributed processor-based controller will operate as a standalone unit in the event communications with the server are interrupted. The Accelaterm is programmed via CardAccess@software (V2.9 and Higher), a Windows based access control, security management and video integration solution. Once programmed, the controller does not require continuous server communications, as it automatically stores system transactions in its internal memory. The Accelaterm's memory is field expandable, allowing for greater cardholders population and/or larger transaction buffer. The controller Flash EPROM firmware is easily upgraded when additional features or system enhancements are required. The Accelaterm offers a Virtually Environment & Power Outage Proof-Full onboard multi-stage lightning protection, for maximum reliability, even in harsh environment. The Accelaterm accepts

Weigand output devices and supports virtually all card/reader technologies. Proximity, Smart, Biometric, Magnetic Stripe, Barcode, Weigand and Keypad readers are easily connected and controlled. The Accelaterm can store multiple (up to 10) card bit formats in its internal memory, making it a cost-effective retrofit panel. Supporting multiple bit formats allows existing card populations and readers to remain in place when upgrading to the Accelaterm controller.

To allow the Accelaterm to have the lowest acquisition & maintenance costs, Continental has integrated a network interface as a standard feature (included with all units) to allow the Accelaterm to be directly connected to a local area-network (LAN). Combine that with a total of 20MB of memory (4MB Standard, expandable to 20MB) and you have a high-speed, eight or sixteen reader network panel capable of storing Million+ badges.

Accelaterm Specifications

- Minimum 40,000 card capacity, 100,000 to 200,000 typical, expandable to Million+
- Eight or Sixteen Weigand Output Readers (Eight standard onboard), Eight additional readers with Optional Reader Expansion Plug-in PCB
- Eight or Sixteen Keypads (Weigand Format only)
- Superfast 54 MHz 32 bit processor
- Onboard direct-connect LAN adapter for speeds 921K BPS (standard on all units)
- Downloadable Firmware loaded to Flash memory 2 sec or less
- Under 5 minutes for full downloads (firmware and data).
- 24 Supervised inputs (Standard), Expandable to 72 using I/O Expander (3 I/O Expander Boards Max. on 8 Door and 2 I/O Expander Boards Max. on 16 Door)
- 17 Form C rated relay outputs (Standard-All relays 2.5 AMP PTC Limited), Expandable to 65 using I/O Expander (If 3 I/O Expander boards are used on a 16 Door Accelaterm, the inputs are not available on the third I/O Expander Board)
- 4MB on-board memory, expandable to 20MB
- 1000 Standard transaction buffer, Expandable to 10,000 (software dependent)
- 256 Time schedules
- 30,000 Access groups
- 5 Sets of 100 holidays
- Unsurpassed FIPS/CAC/TWIC performance
- Super-capacity power supply for max. standby and reader power
- Reader Power 1.5A@5VDC (total for all readers), 350mA@12VDC(max. for each reader)
- Accessory Power 600mA@12VDC
- Switchable P.S. 120 VAC/240 VAC, 120W Nominal
- Battery Backup 3-4 hours with 2-12 AH Batteries at Max. Load (Batteries not included)
- Enclosure Size 24.18"H x 16.13"W x 5"D, 48lbs.

Accelaterm Ordering & Options:

Expansion boards

In addition to memory expansion capabilities, the Accelaterm will accept up to three input/output expansion boards.

The input and output expansion boards are mounted in a separate enclosure(s) within 24 inches of the Accelaterm enclosure. One Alarm/Relay Expander Board provides 16 supervised inputs and 16 relay outputs.

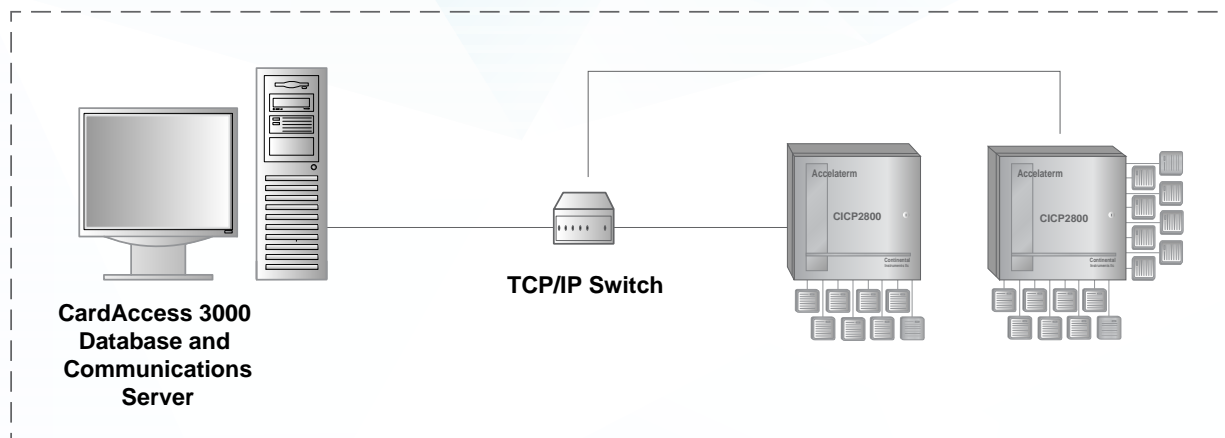
Network interface

To allow the Accelaterm to be the most retrofit-ready controller to date, Continental Access included a Network Interface (included with all units) to provide an onboard direct-connect LAN adapter for speeds over 921K.

Part No.	Description
CICP2800	Accelaterm Eight/Sixteen (8 /16) Reader processing panel (for use with CA3000 v.2.9 and above), super-fast 54MHz 32-bit processor; 4MB on-board memory capacity, expandable to 20MB; supports up to 40,000 cards, expandable to over a million; 24 supervised inputs, expandable to 72, 17 Form C-rated relay outputs (expandable to 65), tamper. Supports multiphase threat level management and lock-down. On-board direct-connect LAN adapter for speeds over 921Kbps, 30,000 access groups; 5x100 holidays; 256 time schedules. Unit shipped complete in a lockable steel enclosure including relay board for 8/16 doors, on-board ethernet adapter, power supply/charger and battery standby(batteries not included) for memory and system operation. UL294 and CUL Listed.
CICP2800EXPRDBD	Optional 8-Input Wiegand/Mag plug-in board, for door-contact monitoring and power.
CICP1300IOCOMBO	Optional Input/Output Relay Board provides 16 supervised alarm inputs and 16 Form C relay outputs. Supplied with RJ12 connector cable and within enclosure with power supply, charger and battery. (Can house one additional board, CICP1300IOBD.)
CICP18ACCEIABD	Optional High Speed Serial Comm. Board for Host Comm. only (NOT for repeat comm.)
CICP2800RS485BD	Optional Full-duplex EIA485 Repeater Board with ground fault isolation. (Plug-in board).
CICP1800NETBD	Ethernet Adapter (Best Option: Alternative to EIA and 485 communications).
CICP18ACCMEMBD	Optional 8MB Memory expansion board (stick), add up to 2ea. for 20MB memory, on CICP2800.
CICP2800RLYBD	17-Relay expansion board, provides 16 Form C-rated outputs plus tamper for CICP2800. (Replacement use.)
CICP2800PMBD	Accelaterm Mother board circuit board only. (Replacement use.)
CICP2800PCHGBD	Power charger board for CICP2800. (Replacement use.)
CICP2800PS150	12A power supply for CICP2800. (Replacement use.)

CICP2800 Eight/Sixteen Door intelligent Controller

The Accelaterm can connect to the CardAccess Server via 10 /100 Base-T LAN/WAN (Standard), EIA-232 (Optional) and EIA485 (optional). Refer to the Accelaterm Service and Installation manual for additional detailed system wiring information.



For more information, please contact your local sales representative or contact Continental Access directly at (631) 842-9135.



TAB 5

Management Team

The Project Manager will be Roger Black is certified in a variety of security products and is a State of Florida Alarm Contractor 1 and has been for more than 20 years.

Mr. Black has worked in the Electronic Security industry since 1978 specializing in access control, CCTV, fire and security system design, installation, and implementation. Roger will be on site **daily** to ensure a smooth transition. He is also available to you after hours; in case a question arises during the project.

TAB 6

Pricing

Initial Install, Set Up

Installation of new access control Panels at the 8 locations, 2 New Locations and 8 new doors

10 Control Panels

8 Door Locks

8 Card Readers

8 Exit Devices, as required.

1 5 user software

1 Complete installation and testing of new systems

300 Key Fobs

Total Installation Investment: \$38,999.00

Includes Warranty for 1 year

Optional Maintenance Plan \$400/mo

Yearly Software Updates are approximately \$1500/year

Hosted System Option

Our Hosting platform provides cloud-based services several other municipalities. You can access your information at anytime from a web address, just as you would on an onsite server. The advantage to the city is that all your data is stored off site, and is ideal for disaster recovery, or system failures. It also eliminates the need for software updates moving forward, and eliminates the need for any remote access to your network.

10 Control Panels

8 Door Locks

8 Card Readers

8 Exit Devices, as required.

1 Complete installation and testing of new systems

300 Key Fobs

Total Installation Investment: \$35,999.00

Hosting and remote data storage per year \$2000

Our Hosting program also gives your city a 10% discount on part, moving forward, and includes two annual service calls at no charge.

Service Rates

Hourly Service rate \$95, per hour

After Hours and holiday rates is \$125, per hour

Hosted Access Control

Leveraging the Cloud to Make Access Control Easier

Hosted access control solutions from SecurPoint provide you an integrated, flexible, and intelligent way to manage every point of entry and exit in your facility using the cloud and an easy-to-use web-based interface. You get all the power and features of our sophisticated access control solutions in a robust, easy-to-manage package. Our internet-ready panels to connect facilities of any size and complexity to offer flexible remote management and easy configuration.

Cloud-based

Access control through a simple web-based application, credentialed and secure.

Customizable

Configure access control to meet the unique needs of your facility, people, and property through a single web interface.

Intelligent

Gather valuable data and generate business intelligence from how people enter and exit your facility or campus.

Simplify Security With a Secure, Cloud-based Approach

Electronic access control solutions from SecurPoint enable you to centralize your security system, to manage any and every access point in your facility, and to generate useful data to

drive business intelligence and insights. When you choose a hosted solution, you gain flexibility and savings through the use of the cloud as infrastructure.

- Hosted access control solutions, customized to any size business or enterprise
- Network multiple facilities easily
- Manage remote facilities online through any web browser
- Complete access history with instant notification of critical events
- Secure, credentialed access through web browser
- Manage user permissions and group access control in real-time
- Visual verification from central monitoring center

TAB 7

Have you ever failed to complete work awarded to you. If so, when, where and why?

No

Have you personally inspected the proposed WORK and do you have a complete plan for its performance?

YES

Will you subcontract any part of this WORK? If so, give details including a list of each sub-Proposer(s) that will perform work in excess of ten percent (10%) of the contract amount and the work that will be performed by each Sub-Contractor(s).

No

The foregoing list of Sub-Contractor(s) may not be amended after award of the contract without the prior written approval of the Contract Administrator, whose approval shall not be reasonably withheld.

List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.

NONE

List and describe all successful Bond claims made to your surety (ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Proposer and its predecessor organization(s).

NONE

List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organizations(s) during the last (5) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.

NONE

List and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants.

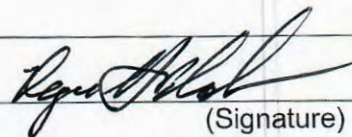
NONE

Has the Proposer, its principals, officers or predecessor organization(s) been CONVICTED OF A Public Entity Crime, debarred or suspended from bidding by any government during the last five (5) years? If so, provide details.

NO

The PROPOSER acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by CITY in awarding the contract and such information is warranted by PROPOSER to be true. The discovery of any omission or misstatement that materially affects the PROPOSER'S qualifications to perform under the contract shall cause the CITY to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

By


(Signature)

CLIENT REFERENCE LISTING

Please list government agencies and/or private firms with whom you have done business during the last five years.

Your Company Name: SECURPOINT CORP
Address: 1814 SARNO RD
City, State & Zip: MELBOURNE, FL 32935
Phone/Fax: 321-676-7894 NO FAX
Email: OFFICE @ SECURPOINT.NET

Agency/Firm Name: CITY OF PALM BAY
Address: 120 MALABAR RD
City, State, Zip: PALM BAY, FL 32907
Phone/Fax: 321-932-3457
Email: _____

Agency/Firm Name: CITY OF MELBOURNE
Address: 900 E STRAWBRIDGE
City, State, Zip: MELBOURNE, FL 32904
Phone/Fax: 321-608-7000
Email: _____

Agency/Firm Name: BREVARD COUNTY TAX COLLECTOR
Address: P.O. BOX 2500
City, State, Zip: TITUSVILLE, FL 32781
Phone/Fax: 321-264-6923
Email: _____

Agency/Firm Name: TOWN OF MALABAR
Address: 2725 MALABAR RD
City, State, Zip: MALABAR FL 32950
Phone/Fax: 321-727-7764
Email: _____

Agency/Firm Name: _____
Address: _____
City, State, Zip: _____
Phone/Fax: _____
Email: _____

I UNDERSTAND THAT ALL INFORMATION LISTED ABOVE MAY BE CHECKED BY THE CITY OF LAUDERDALE LAKES AND I AUTHORIZE ALL ENTITIES OR PERSONS LISTED ABOVE TO ANSWER ANY AND ALL QUESTIONS. I HEREBY INDEMNIFY THE CITY OF LAUDERDALE LAKES AND THE PERSONS AND ENTITIES LISTED ABOVE AND HOLD THEM HARMLESS FROM ANY CLAIM ARISING FROM SUCH AUTHORIZATION OR THE EXERCISE THEREOF, INCLUDING THE DISSEMINATION OF INFORMATION PURSUANT THERETO.

The PROPOSER acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by CITY in awarding the contract and such

information is warranted by PROPOSER to be true. The discovery of any omission or misstatement that materially affects the PROPOSER'S qualifications to perform under the contract shall cause the CITY to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

SECURPOINT CORP
Contractor/Proposer/Bidder Company Name

Authorized Company Signature
ROGER G. BLACK
Authorized Company Printed Name
DIRECTOR
Title

2/2/2022
Date

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

STATE OF Florida
COUNTY OF Brevard

SECURPOINT CORP being first duly sworn, deposes and says that:

PROPOSER is the ROGER G. Blesh Director
(Owner, Partner, Officer, Representative or Agent)

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

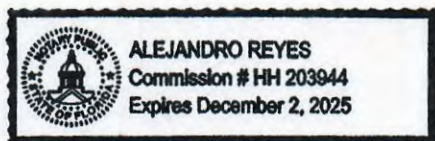
Such Bid is genuine and is not a collusive or sham Bid;

Neither the said PROPOSER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other PROPOSER, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any PROPOSER, firm, or person to fix the price or prices in the attached Bid or any other PROPOSER, or to fix any overhead, profit, or cost element of the Bid Price or the Bid Price of any other PROPOSER, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

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

By [Signature]

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization on this 2 day of February, ²⁰²²2021 by Alejandro Reyes who ☐ is personally known to me or who ☒ has presented the following type of identification: PL DL



[Signature]
Signature of Notary Public, State of Florida

Notary seal (stamped in black ink)
OR
Printed, typed or stamped name of Notary and
Commission Number

City of Lauderdale Lakes
ATTACHMENT "C"
CONFIRMATION OF DRUG-FREE WORKPLACE

In order to have a drug-free workplace program, a business shall:

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

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

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

SECURPOINT CORP
Contractor/Proposer/Bidder Company Name

Authorized Company Signature
ROGER G. BLACK
Authorized Company Printed Name
DIRECTOR
Title

02/02/2022
Date

**City of Lauderdale Lakes
ATTACHMENT "D"
WARRANTIES**

In consideration of, and to induce the Award of **THE CITY OF LAUDERDALE LAKES, FLORIDA**, Contract described in these Bid Documents, the Contractor represents and warrants to the City of Lauderdale Lakes, Florida:

1. The Contractor is financially solvent and sufficiently experienced and competent to perform all of the work required of the Contractor in the Contract; and
2. That the facts stated in the Contractor's Bid and information given the Contractor pursuant to the request or proposal for Bids, instructions to Contractors and Specifications are true and correct in all respects; and
3. That the Contractor has read and complied with all of the requirements set forth in the request for proposals, instructions to Contractors and Specifications; and
4. That the materials supplied under the Contract are merchantable within the meaning of the Uniform Commercial Code Section 2-314; and
5. That this Warranty is included in exposures for which the Contractor has products liability and completed operations insurance, in minimum amounts of one million dollars (\$1,000,000) for general liability, one million dollars (\$1,000,000) for commercial automobile liability, and the statutory requirement for Worker's Compensation shown on the certificates of such Insurance attached hereto, and the Contractor agrees to keep such insurance coverage during the period of this Warranty; and
6. That it is agreed and understood by the Contractor that the City of Lauderdale Lakes, Florida, is induced to enter the Contract in reliance upon this Warranty.

Submitted on this 2 day of February, 2022

(If an individual, partnership, or non-incorporated organization)

Alexandro Reyes
Witness
Alexandro Reyes
Printed
member Service Specialist
Title

Seapoint Corp
Company
[Signature]
By
Roger G. Bloch Director
Printed Name, Title

(If a corporation, affix seal)

Company

By

Printed Name, Title

Attested by Secretary
Incorporated under the laws of the State of _____.

**City of Lauderdale Lakes
ATTACHMENT "E"
SIGNATURE PAGE**

The undersigned attests to his (her, their) authority to submit this Submittal and to bind the firm(s) herein named to perform as per agreement. Further, by signature, the undersigned attests to the following:

1. The Proposer is financially solvent and sufficiently experienced and competent to perform all of the work required of the Proposer in the Contract;
2. The facts stated in the Proposer's response pursuant to Request for Submittals, instructions to Proposer and Specifications are true and correct in all respects;
3. The Proposer has read and complied with, and submits their proposal agreeing to all of the requirements, terms and conditions as set forth in the Request for Proposals.
4. The Proposer warrants all materials supplied by it are delivered to the CITY of Lauderdale Lakes, Florida, free from any security interest, and other lien, and that the Proposer is a lawful owner having the right to supply the same and will defend the conveyance to the CITY of Lauderdale Lakes, Florida, against all persons claiming the whole or any part thereof.
5. **Proposer understands that if a team is short listed and selected to make oral presentations to the selection committee and/or CITY, only the team members evaluated in the written submissions may present at the oral presentations. Any changes to the team at the oral presentations will result in that team's disqualification.**
6. The undersigned certifies that if the firm is selected by the City the firm will negotiate in good faith to establish an agreement.
7. Proposer understands that all information listed above may be checked by the City of Lauderdale Lakes and Proposer authorizes all entities or persons listed above to answer any and all questions. Proposer hereby indemnifies the City of Lauderdale Lakes and the persons and entities listed above and holds them harmless from any claim arising from such authorization or the exercise thereof, including the dissemination of information pursuant thereto.

Submitted on this 2 day of February, 2022

(If an individual, partnership, or non-incorporated organization)

Alejandro Reyes
Witness
Alejandro Reyes
Printed
Member Service Specialist
Title

SECURITY COM
Company
Roger G. Blah Dierda
By
Roger G. Blah Dierda
Printed Name, Title

(If a corporation, affix seal)

Company

By

Printed Name, Title

Attested by Secretary
Incorporated under the laws of the State of _____.

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

Per Florida State Statutes, Chapter 448.095(2), effective January 1, 2021, no public contract can be entered into without an E-Verify certificate. This applies to both prime Contractors and Subcontractors. It is the responsibility of the prime Contractor to verify compliance with Subcontractors.

A certificate of compliance must accompany this affirmation.

Proposal/Contract No: RFP 22-3410-04R

Project Description: Citywide Security & Access Control System

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of:

- a) All persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
- b) All persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify system during the term of the Contract is a condition of the Contract.

SECURPOINT CORP
Contractor/Proposer/Bidder Company Name
[Signature]
Authorized Company Signature
ROGER G. BARKER
Authorized Company Printed Name
DIRECTOR
Title

02/04/2022
Date

CERTIFICATE
(For Corporation)

I HEREBY CERTIFY that a meeting of the Board of Directors of
.57 G c U?19 10-r-, a corporation under the laws of the State of '7 1/4, U I/-
held on -24- 2 he following resolution was duly passed and adopted:

"RESOLVED, that (fj/er;J(, as /lt; c.TO/L of the
Corporation, is hereby authorized to execute the Bid Form dated :/J/-;Jb -...,
20 between the City of Lauderdale Lakes, Florida, and this Corporation, and that the
execution thereof, attested by the Secretary of the Corporation and with corporate seal affixed,
shall be the official act and deed of this Corporation".

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 28 day of b; f:11ru4,
2024.


Secretary

STATE OF FLORIDA

couNTY of 13vevud

Sworn to and subscribed before me on this d day of b- r/fADN-,
20 by Koger 13/qpd who is personally known to me or who vihas presented the
following type of identification: FIBL, BLct AJ t 1.e3L;30


Signature of Notary Public, State of Florida
MARIAL HIGHTOWER
Commission # GG 948898
Expires January 20, 2024
Bonded Thru Troy Pain Insurance 800-385-7019
Notary seal (stamped in black ink)
OR
Printed, typed or stamped name of Notary
and Commission Number



**CITY OF LAUDERDALE LAKES
INTEROFFICE MEMORANDUM
FINANCIAL SERVICES DEPARTMENT**

TO: Phil Alleyne, City Manager

DATE: June 13, 2022

**FROM: Asheley A. Hepburn, MPA
Director, Financial Services**

**SUBJECT: RFP 22-3410-04R Citywide
Security and Access Control
System - Recommendation of
Award**

The City of Lauderdale Lakes solicited qualified firms to provide comprehensive security and control access system for various offices/facilities throughout City of Lauderdale Lakes as listed in the RFP 22-3410-04R. Contractor must provide hardware, software, installation, maintenance, repair and upgrade services for the security system and control access compatible with the City's systems.

The solicitation for the security and control access system was solicited in the City's electronic bid system, Demandstar.com from December 17, 2021 until February 4, 2022. The solicitation was broadcast to 462 suppliers and there were 37 planholders. The solicitation was further advertised in the Sun Sentinel, a newspaper of general circulation, on December 17, 2021.

The solicitation was declared closed February 4, 2022 and proposals opened. The City received six (6) responses from Securpoint, Triad Security Group, Inc., IFSS, Innuvo Inc., Lockman Security and Miguel Casanova. The proposals were further reviewed by an evaluation committee comprised of three (3) members. The evaluation process included a thorough review of the written proposals and short list presentations. The final results yielded the following:

Firm	Evaluation Score	Estimated Cost
Securpoint Corporation	14	\$35,999.00
Innuvo, Inc.	10	\$84,136.35
Triad Security Group, Inc.	9	\$166,560.76

It is recommended that the City award the contract to Securpoint Corporation, which represents the best value to the City for an amount not to exceed \$35,999.00; however, the City would like to include a contingency of \$4,000 for a total award of \$40,000. In addition, the City would like to include a maintenance agreement in the amount of \$4,800 annually.

If approved, City staff will commence execution upon acceptance and approval of all required documents.

Encl. (s)
Evaluation Results

RFP NO.: 22-3410-04B

Citywide Security and Access Control System

Evaluation Summary Report

Solicitation Number: 22-3410-04B		Max Score	Robin Sooden, Assistant Director, Public Works	Wayne Satar, Facilities Coordinator, Public Works	Kurt Brown, IT Manager, Financial Services	Actual Total / Category
Summary Description: Citywide Security & Control Access System						
Closing date: February 4, 2022 @ 11am						
Evaluation Meeting held: February 24, 2022 @ 10am; March 15, 2022 @ 1:30pm						
Final Presentations held: June 9, 2022 @ 10am-12pm						
	Criteria					
Innuvo, Inc @ 10am						
Sunbiz: Yes, 65-0570929						
1	Overall Presentation	5	3	3	4	10
Total Score		5	3	3	4	10
Securpoint Corporation @11:30am						
Sunbiz: Yes, 27-1725245						
1	Overall Presentation	5	4	5	5	14
Total Score		5	4	5	5	14
Triad Security Group, Inc. @10:45am						
Sunbiz: Yes, 20-3009238						
1	Overall Presentation	5	3	2	4	9
Total Score		5	3	2	4	9
Legal Ad: 12/17/2021			Prepared by:	Bobbi Williams		
Published: 12/17/2021 - 2/04/2022			Verified by:	Geeta Ramharry		
Planholders: 37						
Broadcast List: 462						
Proposals Received: 5						

RFP NO.: 22-3410-04B

Evaluation Summary Report

Solicitation Number: 22-3410-04B		Max Score	Robin Sooden, Assistant Director, Public Works	Wayne Satar, Facilities Coordinator, Public Works	Kurt Brown, IT Manager, Financial Services	Actual Total / Category
Summary Description: Citywide Security & Control Access System						
Closing date: February 4, 2022 @ 11am						
Evaluation Meeting held: February 24, 2022 @ 10am; March 15, 2022 @ 1:30pm						
Criteria						
Integrated Fire & Security Solutions						
Sunbiz: Yes, 75-3213855						
1	Qualifications	25	10	10	10	30
2	Experience	25	12	15	25	52
3	Methodology & Implementation	30	0	10	15	25
4	Proposed Fees -\$0	15	0	0	15	15
5	Location: Coral Springs, FL (16 years in business)	5	4	4	4	12
Total Score		100	26	39	69	134
Innuvo, Inc						
Sunbiz: Yes, 65-0570929						
1	Qualifications	25	20	15	25	60
2	Experience	25	20	20	25	65
3	Methodology & Implementation	30	25	15	30	70
4	Proposed Fees - \$84,136.85; Annual Fee \$4,150	15	15	10	15	40
5	Location: Weston, FL (27 years in business)	5	4	4	4	12
Total Score		100	84	64	99	247
Securpoint Corporation						
Sunbiz: Yes, 27-1725245						
1	Qualifications	25	20	20	25	65
2	Experience	25	15	20	25	60
3	Methodology & Implementation	30	25	15	30	70
4	Proposed Fees - \$38,999 one-time AND \$6,300 annually	15	0	10	15	25
5	Location: Melbourne, FL (12 years in business)	5	1	1	1	3
Total Score		100	61	66	96	223
Triad Security Group, Inc.						
Sunbiz: Yes, 20-3009238						
1	Qualifications	25	20	20	25	65
2	Experience	25	20	20	25	65
3	Methodology & Implementation	30	25	20	30	75
4	Proposed Fees - \$166,560.76	15	5	5	15	25
5	Location: Davie, FL (17 years in business)	5	4	4	4	12
Total Score		100	74	69	99	242
Legal Ad: 12/17/2021			Prepared by:	Bobbi Williams		
Published: 12/17/2021 - 2/04/2022			Verified by:			
Planholders: 37						
Broadcast List: 462						
Proposals Received: 5						

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact: Yes

Contract Requirement: Yes

Title

RESOLUTION 2022-073 AWARDING AND AUTHORIZING THE MAYOR AND THE CITY CLERK TO EXECUTE, AND ATTEST, RESPECTIVELY THAT CERTAIN CONTRACT TO SAFA CONSTRUCTION, LLC, IN AN AMOUNT NOT TO EXCEED ONE HUNDRED THOUSAND AND NO/100 (\$100,000.00) DOLLARS PURSUANT TO THAT CERTAIN INVITATION TO BID NO. ITB22-6210-11B FOR THE PUBLIC WORKS CANOPY PROJECT

Summary

This resolution awards the ITB22-6210-11B, Public Work Canopy Project to Safa Construction in an amount up to \$100,000.

Staff Recommendation

Background:

The solicitation for Public Works canopy was solicited in the City's electronic bid system, Demandstar.com from April 26, 2022 until June 2, 2022. The solicitation was broadcast to 732 suppliers and there were 25 planholders. The solicitation was further advertised in the Sun Sentinel, a newspaper of general circulation, on April 26, 2022.

The solicitation was declared closed June 2, 2022 and bids opened. The City received two (2) responses from Naysac Corporation and Safa Construction, LLC. MCC Building, Inc. responded to the bid; however, the bid was incomplete and not included in the bid tabulation summary. The results of complete bids are shown below:

Firm	Location	Est. Co
Naysac Corporation	Miami, FL	\$150,000.00
Safa Construction, LLC	Davie, FL	\$96,000.00

It is recommended that the City award the contract to Safa Construction, LLC, which represents the lowest, responsive and responsible bid in an amount of \$96,000. In addition, the City would like to include a contingency of \$4,000 for a total of \$100,000.

It is anticipated that the project will be substantially completed within 120 days upon mobilization activities.

If approved, City staff will commence execution upon acceptance and approval of all required documents.

Funding Source:

General CIP Fund, 3151319-6310-CANOP

Fiscal Impact:

There is a fiscal impact associated with this project. There is adequate funding available for this project in an amount up to \$100,000.

Sponsor Name/Department: Asheley A. Hepburn, MPA – Director, Financial Services Department and Ronald Desbrunes, Director

Meeting Date: 6/28/2022

ATTACHMENTS:

Description	Type
☐ Resolution 2022-073 Contract Award - Safa Construction, LLC	Resolution

- ▢ Exhibit A - Contract - Safa Construction, LLC
- ▢ Bid -Safa Construction, LLC
- ▢ Purchasing Memo - Safa Construction, LLC

Exhibit
Backup Material
Backup Material

RESOLUTION 2022-073

A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA, IN ACCORDANCE WITH SECTION 82-356 OF THE LAUDERDALE LAKES PROCURMENT CODE, AWARDDING AND AUTHORIZING THE MAYOR AND THE CITY CLERK TO EXECUTE, AND ATTEST, RESPECTIVELY THAT CERTAIN CONTRACT TO SAFA CONSTRUCTION, LLC, IN AN AMOUNT NOT TO EXCEED ONE HUNDRED THOUSAND AND NO/100 (\$100,000.00) DOLLARS PURSUANT TO THAT CERTAIN INVITATION TO BID NO. ITB22-6210-11B FOR THE PUBLIC WORKS CANOPY PROJECT, A DRAFT COPY OF SAID CONTRACT IS ATTACHED HERETO AS EXHIBIT A, A COPY OF WHICH CAN BE INSPECTED IN THE OFFICE OF THE CITY CLERK; PROVIDING FOR ADOPTION OF RECITALS, PROVIDING INSTRUCTIONS TO THE CITY CLERK; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lauderdale Lakes ("City") solicited qualified contractors to construct and install an exterior canopy according to approved plans and specifications at the City's Public Works Building;

WHEREAS, the City's solicitation for responses and proposals to Invitation to Bid #ITB22-6210-11B, Public Works Canopy Project (the "ITB") was implemented through the City's electronic bid system, Demandstar.com for the time period beginning on April 26, 2022, and ending on June 2, 2022;

WHEREAS, on April 26, 2022, the City's solicitation of the ITB was also advertised in the Sun Sentinel, a local newspaper of general circulation;

WHEREAS, the City's solicitation of the ITB was provided to seven hundred thirty-two (732) contractors, and the City received responses from the following firms: Naysac Corporation; Safa Construction, LLC; and MCC Building, Inc. The response received from MCC Building, Inc. was incomplete and therefore not evaluated further;

1 WHEREAS, based on the analysis of the proposals from Naysac Corporation and Safa
2 Construction, LLC, City Staff has determined that the bid proposal from Safa Construction, LLC to
3 be the lowest, responsive and responsible bid;

4 WHEREAS, City Staff recommends that the City award Contract No. ITB22-6210-11B to
5 Safa Construction, LLC for the construction and installation – including all labor, materials, tools,
6 equipment, permitting, and related expenses – of an exterior canopy at the City’s Public Works
7 Building in an amount not to exceed Ninety-Six Thousand and No/100 (\$96,000.00) Dollars plus
8 a contingency amount of Four Thousand and No/100 (\$4,000.00) Dollars, for a total contract
9 award not to exceed One Hundred Thousand and No/100 (\$100,000.00) Dollars (“Contract”); and

10 WHEREAS, there is adequate funding available for this Contract in the budget for the
11 current fiscal year.

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

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

16 SECTION 2. AWARD AND AUTHORITY: The City Commission hereby awards Contract
17 ITB22-6210-11B (“Contract”) to Safa Construction, LLC, in substantially the form as attached
18 hereto as Exhibit A, which is incorporated herein by reference, and the Mayor and the City Clerk
19 are further authorized to execute and attest, respectively, said Contract.

20 SECTION 3. INSTRUCTIONS TO THE CITY CLERK: The City Clerk, through the City
21 Manager, is hereby instructed to obtain three (3) fully executed copies of the subject agreement
22 with one (1) to be delivered to Safa Construction, LLC, with one (1) to be maintained by the City,

and with one (1) to be directed to the Office of the City Attorney, and further to take any and all action necessary to effectuate the intent of this Resolution.

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 JUNE 28, 2022.

HAZELLE ROGERS, MAYOR

ATTEST:

VENICE HOWARD, CMC, CITY CLERK

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

Sidney C. Calloway, City Attorney

Sponsored by: Asheley Hepburn, MPA, Financial Services Director

VOTE:

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



CITY OF LAUDERDALE LAKES CONSTRUCTION CONTRACT AGREEMENT

THIS AGREEMENT is made and entered into as of this _____ day of _____, 2022, between the CITY OF LAUDERDALE LAKES FLORIDA, a Florida municipal corporation, (CITY), and _____ (CONTRACTOR), (Parties).

WHEREAS, the CITY desires to retain a CONTRACTOR for the Project as expressed in its Invitation to Bid No. **ITB#xx-xxxx-xxB** for _____, which closed on _____, 2022; and

WHEREAS, the CONTRACTOR has expressed its willingness and capability to perform the necessary work to accomplish the Project.

NOW, THEREFORE, in consideration of the mutual covenants and conditions, the Parties agree as follows:

ARTICLE 1 - DEFINITIONS

Wherever used in this Agreement or in the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural forms:

1.1 Agreement - The written agreement between CITY and CONTRACTOR covering the Work to be performed including other Contract Documents that are attached to or incorporated in the Agreement. Also referred to as "Contract".

1.2 Change Order - A document which is signed by the CITY and authorizes an addition, deletion or revision in the Work within the general scope of this Agreement, or an adjustment in the Term or Compensation, issued on or after the Effective Date of the Agreement.

1.3 CITY - The City of Lauderdale Lakes or its authorized agents, inspectors or representatives acting within the scope of duties entrusted to them by the CITY.

1.4 Contractor - The individual, partnership, corporation, joint-venture, or other legal entity with whom the CITY has entered into the Agreement.

1.5 Contract Documents - The Contract Documents shall consist of the Drawings, Plans and Specifications, Notice to Proceed, Certificate(s) of Insurance, Payment and Performance Bonds and any additional documents which are required to be submitted under the Contract, and all amendments, modifications and supplements, change orders and work directive changes issued on or after the effective date of the Agreement.

1.6 Drawings - The drawings which show the character and scope of the Work to be performed and which are referred to in the Contract Documents.

1.7 Engineer - The CITY'S Engineer of the City of Lauderdale Lakes, Florida, or the authorized agents, inspectors or representatives acting within the scope of duties entrusted to them by the CITY.

1.8 Notice to Proceed - A written notice given by CITY to CONTRACTOR fixing the date on which the Work shall commence and the CONTRACTOR begins to perform its obligations under the Contract Documents.

1.9 Specifications - Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship regarding the project.

1.10 Worksite – Location(s) inclusive of each site described in the plans and/or specifications.

ARTICLE 2 - CONTRACT DOCUMENTS

2.1 Enumeration of Contract Documents:

The Contract Documents comprise the entire agreement between CITY and CONTRACTOR and consist of the following:

- (1) This Agreement.
- (2) Construction performance bond.
- (3) Construction payment bond.
- (4) Insurance certificate(s) per ITB requirements.
- (5) Notice of Award and Notice to Proceed.
- (6) Request for Proposal and the Specifications prepared by the CITY (Exhibit 1)
- (7) CONTRACTOR's Response to the CITY's Invitation to Bid No. ITB#xx-xxxx-xxB dated _____, 2022 (Exhibit 2).
- (8) Schedule of Prices.
- (9) Standard General Conditions of the Construction contract for the City of Lauderdale Lakes Florida (Exhibit 3).

Any amendments executed by the CITY and the CONTRACTOR shall become part of this Agreement. Documents not included in this Article do not, and shall not, form any part of this Agreement. In the event of any conflict between the documents or any ambiguity or missing specification or instruction, the following priority is established:

- a. Specific direction from the City Commission (or designee).
- b. This Agreement dated _____.
- c. Exhibit 1. Invitation to Bid xx-xxxx-xxB
- d. Exhibit 2. Bid submitted _____, 2022
- e. Exhibit 3. Standard General Conditions of the Construction Contract.

2.2 Conflict, Error or Discrepancy:

If, during the performance of the Work, CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, CONTRACTOR shall so report to the CITY, in writing at once and, before proceeding with the Work affected, shall obtain a written interpretation or clarification from CITY.

2.3 Representation of CONTRACTOR:

Execution of the Contract by the CONTRACTOR is a representation that CONTRACTOR has visited the Work site and is familiar with the local conditions under which the Work is to be performed.

ARTICLE 3 - SCOPE OF WORK

The CONTRACTOR shall furnish all labor, materials and equipment and perform all the necessary work in the manner and form provided in the contract documents.

ARTICLE 4 - TERM

The Work to be performed under this Agreement shall commence upon the date specified in the _____ of 441

Notice to Proceed and, subject to authorized adjustments, shall be completed no later than one (1) year after the execution of this Agreement. CONTRACTOR agrees that all Work under this Agreement shall be pursued on schedule, diligently and uninterrupted at a rate of progress which will ensure full completion within the agreed term. Failure to achieve timely, substantial and/or final completion shall be regarded as a material breach of this Agreement, and shall be subject to the appropriate remedies including but not limited to liability for liquidated damages in accordance with Article 10.

ARTICLE 5 - COMPENSATION

CITY shall pay CONTRACTOR for the performance of all work, in accordance with Article 13, subject to additions and deductions by Change Order as provided in this Agreement, up to as full compensation for this Project only. Compensation for future performance and work must be approved by City Commission.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.1 Liability for Contracted Work:

As an inducement for CITY to enter into this Agreement, CONTRACTOR has represented an expertise in professional construction of public construction projects by qualified and licensed general construction contractors. In reliance upon those representations, CITY hired CONTRACTOR to construct the Project. CONTRACTOR shall be liable for any defective or negligent work, whether patent or latent, and/or any negligence, strict liability or breach of other legal duty.

6.2 Shop Drawings and Samples:

6.2.1 CONTRACTOR shall submit to CITY for review and approval five (5) copies of all Shop Drawings for all equipment, apparatus, machinery, fixtures, piping, wiring, fabricated structures and manufactured articles seven (7) calendar days before the scheduled commencement of the construction work. The purpose of the Shop Drawing is to show the suitability, efficiency, technique of manufacture, installation requirements, details of the item and evidence of compliance with the Contract Documents. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to enable CITY to review the information as required.

6.2.2 CONTRACTOR shall also submit to CITY, for review and approval, all samples required by the Contract Documents which shall clearly identify material, supplier, pertinent data such as catalog numbers and the intended use.

6.2.3 Before submission of each Shop Drawing or sample, CONTRACTOR shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar data and reviewed or coordinated each Shop Drawing or sample with other Shop Drawings and samples and with the requirements of the Work and the Contract Documents.

6.2.4 At the time of each submission, CONTRACTOR shall give CITY specific written notice of each variation that the Shop Drawings or samples may have from the requirements of the Contract Documents, and, in addition, shall specifically note each variation on each Shop Drawing submitted for review and approval. Failure by the CITY to notice or identify CONTRACTOR's failure to make the notation shall not relieve CONTRACTOR from the responsibility to comply with the Contract Documents.

6.2.5 Approval of the Shop Drawings by CITY shall be general and shall not relieve CONTRACTOR of responsibility for the accuracy of such drawings nor for the proper fittings and construction of the Work, nor for the furnishing of material or work required by the Agreement and not indicated on the drawings. No work called for by any Shop Drawing shall be done until the drawings have been approved by CITY.

6.3 Supervision:

CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention and

applying CONTRACTOR's best skill, attention and expertise. CONTRACTOR shall be solely responsible for and have control over the means, methods, techniques, sequences and procedures of construction. CONTRACTOR shall ensure that the finished Work complies accurately with the Contract Documents.

6.4 On Site Management:

CONTRACTOR shall keep on the Work site at all times during its progress a competent on-site manager and any necessary personnel who shall not be replaced without written notice to CITY unless the personnel proves to be unsatisfactory to CONTRACTOR or to the CITY. The on-site Manager shall be CONTRACTOR's representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications given to the on-site Manager shall be as binding as if given to CONTRACTOR.

6.5 Labor:

6.5.1 Construction services shall be performed by qualified construction contractors licensed to do business in the State of Florida. Suppliers shall be selected and paid by the CONTRACTOR; the CITY reserves the right to approve all suppliers and materials.

6.5.2 CONTRACTOR shall provide and pay for competent, suitably qualified personnel to perform the work as required by the Contract Documents. CONTRACTOR shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. CONTRACTOR shall at all times maintain good discipline and order at the Work site. Except in connection with the safety or protection of persons, the Work, or property adjacent to the site, and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed during the hours of 7:30 a.m. and 6:00 p.m. CONTRACTOR will not permit overtime Work or the performance of Work on Saturday, Sunday or any legal holiday without CITY's written consent.

6.6 Materials:

6.6.1 Unless otherwise specified in this Agreement, CONTRACTOR shall furnish, pay for and assume full responsibility for all materials, equipment, transportation, machinery, tools, appliances, water, heat, utilities and all other facilities and services necessary for the furnishing, performance, testing, start-up and proper completion of the Work.

6.6.2 CONTRACTOR warrants that all materials and equipment shall be of good quality and new, unless otherwise provided in the Contract Documents and that the work will be free from defects whether patent or latent in nature. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable supplier except as otherwise provided in the Contract Documents.

6.7 Subcontractors, Suppliers and Others:

6.7.1 Prior to the execution of this Agreement and in any event prior to the commencement of any work, CONTRACTOR shall furnish, in writing to the CITY, the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. CITY shall advise CONTRACTOR, in writing, of any proposed person or entity to which CITY has an objection. CONTRACTOR shall not contract with a proposed person or entity to whom CITY has made an objection. If CITY objects to a person or entity proposed by CONTRACTOR, CONTRACTOR shall propose another to whom CITY has no objection. CONTRACTOR shall not change a subcontractor, person or entity previously selected if CITY makes objection to the change.

6.7.2 CONTRACTOR shall be fully responsible to CITY for all acts and omissions of the CONTRACTOR, its employees, subcontractors, suppliers, other persons directly or indirectly employed by its subcontractors or suppliers, persons for whose acts any of them may be liable and any other persons or organizations performing or furnishing supplies under a direct or indirect Contract with CONTRACTOR. Nothing in the Contract Documents shall create any contractual relationship between CITY and any such Subcontractor, supplier or other person or organization, nor shall it create any obligation on the part of CITY to pay or to cause the payment of any money due any subcontractor, supplier, employee or agent except as may otherwise be required by law.

6.7.3 All Work performed for CONTRACTOR by a Subcontractor will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor which specifically binds the Subcontractor to all applicable terms and conditions of the Contract Documents for the benefit of CITY.

6.8 Patent Fees and Royalties:

CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use of the license in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others.

6.9 Permits:

CONTRACTOR shall obtain and pay for all permits and licenses and all related costs for inspection and administration. There will be no cost for permits issued by the CITY.

6.10 Compliance with Laws and Regulations:

CONTRACTOR shall comply with and give all notices required by laws, ordinances, rules, regulations and lawful orders of public authorities applicable to the performance of the Work. CITY shall not be responsible for monitoring CONTRACTOR's compliance with any laws and regulations. CONTRACTOR shall promptly notify CITY if the Contract Documents as observed by CONTRACTOR are at variance with applicable laws and regulations.

6.11 Risk of Loss; Ownership:

The risk of loss, injury or destruction shall be on CONTRACTOR until acceptance of the Work by CITY. Title to the Work shall pass to CITY upon acceptance of the Work by CITY.

6.12 Taxes:

CONTRACTOR shall pay all sales, consumer, use and other similar taxes. CONTRACTOR is responsible for reviewing the pertinent state laws and regulations involving such taxes and complying with all requirements.

6.13 Use of Premises:

6.13.1 CONTRACTOR shall confine equipment, the storage of materials and equipment and the operations of workers to the work site and areas identified in and permitted by the Contract Documents and shall not unreasonably encumber the premises with equipment or other materials. CONTRACTOR shall assume full responsibility for any damage to any land or areas or to the owner or occupant of any contiguous land or areas, resulting from the performance of the Work. Should any owner or occupant because of the performance of the Work make any claim against CITY, CONTRACTOR shall promptly attempt to settle with the claimant by agreement or otherwise resolve the claim.

6.13.2 During the progress of the Work, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by CITY. CONTRACTOR shall restore to original condition all property not designated for alteration by the Contract Documents including fencing, parking lots and grounds.

6.13.3 CONTRACTOR shall not permit any part of any structure or land to be treated in any manner that will endanger the structure or any land, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or processes that will endanger it.

6.14 Access to Work:

CONTRACTOR shall provide CITY, its consultants, representatives and personnel, independent testing laboratories and governmental agencies with jurisdictional interests with access to the work at reasonable times for their observation, inspection and testing. CONTRACTOR shall provide proper and safe conditions for access and shall advise these authorized persons of CONTRACTOR's site safety procedures and programs.

6.15 Safety and Protection:

6.15.1 CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work to prevent damage, injury or loss to all employees on the work site and other persons and organizations who may be affected. This paragraph applies to all the Work, materials and equipment, whether in storage on or off the site; and other property at the site or adjacent to the site.

6.15.2 CONTRACTOR shall comply with all applicable laws and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss.

6.16 Environmental:

The CONTRACTOR has fully inspected the worksite and agrees to accept the worksite in an "as is" physical condition, without representation or warranty by the CITY of any kind, including, without limitation, any and all existing environmental claims or obligations that may arise from the presence of any "contamination" on, in or about the worksite. Further CONTRACTOR and all entities claiming by, through or under CONTRACTOR, releases and discharges the CITY from any claim, demand, or cause of action arising out of or relating to the CONTRACTOR's use, handling, storage, release, discharge, treatment, removal, transportation, decontamination, cleanup, disposal and/or presence of any hazardous substances including asbestos on, under, from or about the worksite. The CONTRACTOR shall have no liability for any pre-existing claims or "contamination" on the worksite.

CONTRACTOR shall not use, handle, store, discharge, treat, remove, transport or dispose of Hazardous Substances including asbestos at, in, upon, under, to or from the worksite until receipt of instructions from the CITY. At such time, a CITY approved change order, which shall not include any profit, shall authorize the CONTRACTOR to perform such services.

CONTRACTOR shall immediately deliver to CITY complete copies of all notices, demands or other communications received by CONTRACTOR from any governmental or quasi-governmental authority or any insurance company or board of fire underwriters or like or similar entities regarding in any way alleged violations or potential violations of any Environmental Law or otherwise asserting the existence or potential existence of any condition or activity on the worksite which is or could be dangerous to life, limb, property or the environment.

CONTRACTOR indemnifies and agrees to protect, defend, and hold harmless, the CITY and its respective employees, agents, successors, and assigns from and against any and all claims, demands, losses, damages, costs, expenses, including but not limited to mitigation, restoration, and natural restoration expenses, liabilities, assessments, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, causes of action, in law or in equity, remedial action requirements and/or enforcement actions of any kind (including, without limitation, attorneys' fees and costs) directly or indirectly arising out of or attributable to, in whole or in part, the CONTRACTOR's (or any of its employees, agents, invitees, contractors or sub-contractors) use, handling, storage, release, threatened release, discharge, treatment, removal, transportation, decontamination, cleanup, disposal and/or presence of a Hazardous Substance on, under, from, to or about the worksite or any other activity carried on or undertaken on or off the worksite by the CONTRACTOR or its employees, agents or subcontractors, in connection with the use, handling, storage, release, threatened release, discharge, treatment, mitigation, natural resource restoration, removal, transportation, decontamination, cleanup, disposal and/or presence or any Hazardous Substance located, transported, or present on, under, from, to, or about the worksite. This indemnity is intended to be operable under 42 U.S.C. section 9607, as amended, and any successor section.

The scope of the indemnity obligations includes, but is not limited to: (a) all consequential damages; (b) the cost of any required or necessary repair, cleanup, or detoxification of the applicable real estate and the preparation and implementation of any closure, remedial or other required plan, including without limitation: (i)

the costs of removal or remedial action incurred by the United States government or the State of Florida or response costs incurred by any other person, or damages from injury to, destruction of, or loss of, natural resources, including the cost of assessing such injury, destruction, or loss, incurred pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, as amended; (ii) the clean-up costs, fines, damages, or penalties incurred pursuant to any applicable provisions of Florida law; and (iii) the cost and expenses of abatement, correction or cleanup, fines, damages, response costs, or penalties which arise from the provisions of any other statute, law, regulation, code, ordinance, or legal requirement, state or federal; and (c) liability for personal injury or property damage arising under any statutory or common law tort theory, including damages assessed for the maintenance of a public private nuisance, response costs, or for the carrying on of an abnormally dangerous activity.

The indemnification obligations contained herein are supported by separate consideration of \$10.00 which the proposer acknowledges as adequate.

6.17 Indemnification:

6.17.1 In addition to, CONTRACTOR shall indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, from or on account of all claims, damages, losses, liabilities and expenses, direct, indirect or consequential including but not limited to fees and charges of engineers, architects, attorneys, consultants and other professionals and court costs arising out of or in consequence of the performance of this Agreement at all trial and appellate levels. Indemnification shall specifically include but not be limited to claims, damages, losses, liabilities and expenses arising out of or from (a) the negligent or defective design of the project and Work of this Agreement; (b) any act, omission or default of the CONTRACTOR, its Subcontractors, agents, servants or employees; (c) any and all bodily injuries, sickness, disease or death; (d) injury to or destruction of tangible property, including any resulting loss of use; (e) other such damages, liabilities, or losses received or sustained by any person or persons during or on account of any operations connected with the construction of this Project including the warranty period; (f) the use of any improper materials; (g) any construction defect including both patent and latent defects; (h) failure to timely complete the work; (i) the violation of any federal, state, county or city laws, ordinances or regulations by CONTRACTOR, its subcontractors, agents, servants, independent contractors or employees; (j) the breach or alleged breach by CONTRACTOR of any term of the Contract, including the breach or alleged breach of any warranty or guarantee.

6.17.2 CONTRACTOR agrees to indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, from all damages, liabilities, losses, claims, fines and fees, and from any and all suits and actions of every name and description that may be brought against CITY, its officers, agents and employees, on account of any claims, fees, royalties, or costs for any invention or patent and/or for the infringement of any and all copyrights or patent rights claimed by any person, firm, or corporation.

6.17.3 CONTRACTOR shall pay all claims, losses, liens, settlements or judgments of any nature in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees and costs at trial and appellate levels.

6.17.4 If any Subcontractor, supplier, laborer, or materialmen of CONTRACTOR or any other person directly or indirectly acting for or through CONTRACTOR files or attempts to file a mechanic's or construction lien against the real property on which the work is performed or any part or against any personal property or improvements or make a claim against any monies due or to become due from the CITY to CONTRACTOR or from CONTRACTOR to a Subcontractor, for or on account of any work, labor, services, material, equipment, or other items furnished in connection with the Work or any change order, CONTRACTOR agrees to satisfy, remove, or discharge such lien or claim at its own expense by bond, payment, or otherwise within five (5) calendar days of the filing or from receipt of written notice from the CITY.

Additionally, until such time as such lien or claim is satisfied, removed or discharged by CONTRACTOR, all monies due to CONTRACTOR, or that become due to CONTRACTOR before the lien or claim is satisfied, removed or otherwise discharged, shall be held by CITY as security for the satisfaction, removal and discharge of such lien and any expense that may be incurred while obtaining the discharge. If CONTRACTOR shall fail to do so, CITY shall have the right, in addition to all other rights and remedies provided by this Agreement or by law, to satisfy, remove, or discharge such lien or claim by whatever means CITY chooses at the entire and sole cost and expense of CONTRACTOR which costs and expenses shall, without limitation, include attorney's fees, litigation costs, fees and expenses and all court costs and assessments, and which shall be deducted from any amount owing to CONTRACTOR. In the event the

amount due CONTRACTOR is less than the amount required to satisfy CONTRACTOR'S obligation under this, or any other section of the Agreement, the CONTRACTOR shall be liable for the deficiency due the CITY.

6.18 Survival of Obligations:

All representations, indemnifications, warranties and guarantees made in, required by, or given in accordance with this Agreement, as well as all continuing obligations indicated in the Contract Documents, shall survive final payment, completion and acceptance of the work and termination or completion of the Agreement.

6.19 Correction or Removal of Defective Work:

If required by CITY, CONTRACTOR shall promptly correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by CITY, remove it from the site and replace it with non-defective Work. CONTRACTOR shall bear all direct, indirect and consequential costs for the correction or removal of defective work (including but not limited to fees and charges of engineers, architects, attorneys and other professionals).

If the work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, CITY may order CONTRACTOR to stop the Work, or any portion, until the cause for such order has been eliminated; however, this right of CITY to stop the Work shall not give rise to any duty on the part of CITY to exercise this right for the benefit of CONTRACTOR or any other party.

6.20 Force Majeure:

No party shall hold the other responsible for damages or for delays in performance caused by force majeure, acts of God, or other acts or circumstances beyond the control of the other party or that could not have been reasonably foreseen and prevented. For this purpose, such acts or circumstances shall include, but not be limited to, weather conditions affecting performance, floods, epidemics, war, riots, strikes, lockouts, or other industrial disturbances, or protest demonstrations. Should such acts or circumstances occur, the parties shall use their best efforts to overcome the difficulties and to resume the Work as soon as reasonably possible with the normal pursuit of the Work.

Inclement weather, continuous rain for less than three (3) days or the acts or omissions of subcontractors, third-party contractors, materialmen, suppliers, or their subcontractors, shall not be considered acts of force majeure.

No party shall be liable for its failure to carry out its obligations under the Agreement during a period when such party is rendered unable by force majeure to carry out its obligation, but the obligation of the party or parties relying on such force majeure shall be suspended only during the continuance of the inability and for no longer period than the unexpected or uncontrollable event.

The CONTRACTOR further agrees and stipulates that its right to excuse its failure to perform by reason of force majeure shall be conditioned upon giving written notice of its assertion that a Force Majeure delay has commenced within two (2) hours after such an occurrence.

ARTICLE 7 - CITY'S RESPONSIBILITIES

7.1 CITY shall furnish data required of CITY under the Contract Documents.

7.2 CITY shall make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents.

7.3 Technical Clarifications and Interpretations:

7.3.1 CITY shall issue, with reasonable promptness, such written clarifications or interpretations of the technical requirements of the Contract Documents as it may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. Should CONTRACTOR fail

to request interpretation of questionable items in the Contract Documents, CITY shall not entertain any excuse for failure to execute the work in a satisfactory manner.

7.3.2 CITY shall interpret and decide matters concerning performance under the requirements of the Contract Documents, and shall make decisions on all claims, disputes or other matters in question. Written notice of each claim, dispute or other matter will be delivered by claimant to the other party but in no event later than five (5) days after the occurrence of the event, and written supporting data will be submitted to the other party within five (5) calendar days after such occurrence. All written decisions of the CITY on any claim or dispute will be final and binding.

ARTICLE 8 - BONDS AND INSURANCE

8.1 Payment and Performance Bonds:

8.1.1 Prior to commencing work, the CONTRACTOR shall execute and furnish to CITY a performance bond and a payment bond, in a form approved by the CITY and as provided by state law, each written by a corporate surety, having a resident agent in the State of Florida and having been in business with a record of successful continuous operation for at least five (5) years. The surety company shall have at least the following minimum qualification in accordance with the latest edition of A.M. Best's Insurance Guide, published by Alfred M. Best Company, Inc., Ambest Road, Oldwick, New Jersey 08858: B+ to A+.

8.1.2 The penal sum stated in each bond shall be the amount equal to the total amount payable under the terms of this Agreement. The performance bond shall be conditioned that the CONTRACTOR performs the contract in the time and manner prescribed in the Agreement. The payment bond shall be conditioned that the CONTRACTOR promptly makes payments to all persons who supply the CONTRACTOR with labor, materials and supplies used directly or indirectly by the CONTRACTOR in the performance of the Work provided for in this Agreement and any change orders and shall provide that the surety shall pay the amount not exceeding the sum provided in the bonds, together with interest at the maximum rate allowed by law and that the CONTRACTOR and surety shall indemnify and save harmless the CITY to the extent of any and all payments in connection with the performance of this Agreement which the CITY may be required to make by law.

8.1.3 Pursuant to the requirements of Section 255.05(1)(a), Florida Statutes, the CONTRACTOR shall record the payment and performance bonds in the public records of Broward County, at its own expense.

8.2 Bonds, Reduction After Final Payment:

The performance and payment bonds shall continue in effect for one (1) year after final payment becomes due except as otherwise provided by law or regulation or by the Contract Documents with the final sum of these bonds reduced after final payment to an amount equal to twenty five percent (25%) of the Agreed Compensation, or an additional bond shall be conditioned that CONTRACTOR shall correct any defective or faulty Work or material which appears within one (1) year after final completion of the Agreement, upon notification by the CITY.

8.3 Duty to Substitute Surety:

If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Florida or it ceases to meet the requirements of other applicable laws or regulations, CONTRACTOR shall within three (3) days substitute another bond and surety, both of which must be acceptable to CITY. The CITY shall have the right to disapprove any CONTRACTOR or subcontractor selected by any surety.

8.4 Insurance:

8.4.1 At the time of execution of the Agreement, the CONTRACTOR shall submit certificate(s) of insurance evidencing the required coverage and specifically providing that the CITY is an additional, named, first party insured with respect to the required coverage and the operations of the CONTRACTOR under the Agreement. The certificates of insurance shall not only name the types of policies provided, but shall also specifically refer to this Agreement and shall state that the insurance is as required by Article 8 and its subparts of this Agreement. CONTRACTOR shall not commence work under this Agreement until after

CONTRACTOR has obtained all of the minimum insurance described and the policies of such insurance detailing the provisions of coverage have been received and approved by CITY. CONTRACTOR shall not permit any subcontractor to begin work until after similar minimum insurance to cover subcontractor has been obtained and approved. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the term of this Agreement, then in that event, CONTRACTOR shall furnish, at least thirty (30) calendar days prior to expiration of the date of the insurance, a renewed certificate of insurance as proof that equal and like coverage and extension is in effect. CONTRACTOR shall not continue to perform the services required by this Agreement unless all required insurance remains in full force and effect.

8.4.2 Insurance Companies selected by CONTRACTOR must be acceptable to the CITY. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) Calendar days written notice has been given to CITY by certified mail.

8.4.3 The CONTRACTOR shall procure and maintain at its own expense and keep in effect during the full term of this Agreement a policy or policies of insurance which must include the following coverage and minimum limits of liability:

(a) Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws.

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

\$1,000,000.00 - Combined Single Limit, Bodily Injury and Property Damage Liability, per occurrence

Coverage must be offered in a form no more restrictive than the latest edition of the Comprehensive General Liability Policy without restrictive endorsements, as filed with the Florida Department of Insurance and shall specifically include the following minimum limits not less than those required for Bodily Injury Liability and Property Damage Liability:

1. Premises and Operations;
2. Independent Contractors;
3. Product and Completed Operations Liability;
4. Broad Form Property Damage;
5. Broad Form Contractual Coverage applicable to this Agreement and specifically confirming the indemnification and hold harmless provision in this Agreement; and
6. Personal Injury coverage with employment contractual exclusions removed and deleted.

(c) Builder's Risk Insurance in an amount not less than the replacement cost for the construction of the Work. Coverage shall be "All Risk" coverage for one hundred percent (100%) of the completed value with a deductible of not more than Five Thousand Dollars (\$5,000.00) per claim.

8.4.4 CONTRACTOR shall maintain the Products and Completed Operations Liability Insurance for a period of at least two (2) years after final payment for the Work and furnish CITY with evidence of the continued insurance coverage at the time of final payment.

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

8.4.6 All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against CITY with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above described insurance.

8.4.7 The CONTRACTOR shall ensure that any company issuing insurance to cover the requirements contained in this Agreement agrees that they have no recourse against CITY for payment or assessments in any form on any policy of insurance.

8.4.8 The clauses "Other Insurance Provisions" and "Insurers Duties in the Event of an Occurrence, Claim or

Suit" as it appears in any policy of insurance in which CITY is named as an additional named insured shall not apply to CITY. CITY shall provide written notice of occurrence to the Insurer within fifteen (15) working days of CITY's actual notice of such an event.

8.4.9 The CONTRACTOR shall not commence performance of its obligations under this Agreement until after it has obtained all of the minimum insurance described and the CITY's approved.

8.4.10 The CONTRACTOR agrees to perform the work under the Agreement as an independent CONTRACTOR, and not as a subcontractor, agent or employee of CITY.

8.4.11 CONTRACTOR shall require each of its subcontractors to maintain the insurance required for each category, and CONTRACTOR shall provide verification to CITY upon its request.

8.4.12 Violation of the terms of this paragraph and its subparts shall constitute a material breach of the Agreement, and CITY, at its sole discretion, may cancel the Agreement and all rights, title and interest of the CONTRACTOR shall cease and terminate.

8.4.13 CITY shall not be responsible for purchasing and maintaining any insurance to protect the interests of CONTRACTOR, subcontractors or others performing the Work. CITY specifically reserves all statutory and common law rights and immunities. Nothing contained in this Agreement is intended to limit or waive any rights or immunities including, but not limited to, the procedural and substantive provisions of Chapter 768, Florida Statutes.

ARTICLE 9 - WARRANTIES: TESTS AND INSPECTIONS: CORRECTION OF DEFECTIVE WORK

9.1 Warranty of Title:

The CONTRACTOR warrants to the CITY that it possesses good, clear and marketable title to all equipment and materials provided and that there are no pending liens, claims or encumbrances against the equipment and materials.

9.2 Warranty of Specifications:

The CONTRACTOR warrants that all equipment, materials and workmanship furnished, whether furnished by the CONTRACTOR, its subcontractors or suppliers, will comply with the specifications, drawings and other descriptions supplied or adopted and that all services will be performed in a workmanlike manner.

9.3 Warranty of Merchantability:

CONTRACTOR warrants that any and all equipment to be supplied pursuant to the Agreement is merchantable, free from defects, whether patent or latent in material or workmanship, and fit for the ordinary purposes for which it is intended.

9.4 Correction Period:

CONTRACTOR warrants all material and workmanship for a minimum of two (2) year(s) from date of acceptance by the CITY. If, within two (2) year(s) after the date of final completion or such longer period of time as may be prescribed by laws or regulations, or by the terms of any applicable special guarantee required by the Contract Documents, any work is found to be defective, whether observed before or after acceptance by CITY, CONTRACTOR shall promptly, without cost to CITY and in accordance with CITY's written instructions, either correct such defective work, or, if it has been rejected by CITY, remove it from the site and replace it with Work that is not defective and that is satisfactorily correct, and remove and replace any damage to other Work. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, CITY may have the defective workmanship corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) shall be paid by CONTRACTOR.

9.4.1 Where defective Work (and damage to other work) has been corrected, removed or replaced under this Article, the correction period with respect to such Work will be extended for an additional period of two (2) year(s) after such correction, removal or replacement has been satisfactorily completed.

9.4.2 Nothing contained in this Article shall be construed to establish a period of limitation with respect to other obligations which CONTRACTOR might have under the Contract Documents. Establishment of the time period of two (2) year(s) as described in above paragraph relates only to the specific obligation of the CONTRACTOR to correct the work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish CONTRACTOR's liability with respect to the CONTRACTOR's obligation other than specifically to correct the Work.

9.5 CONTRACTOR warrants to the CITY that it will comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under this Agreement.

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

9.7 CONTRACTOR warrants to the CITY that the performance of the work provided for in the Contract Documents will not result in the breach of any term or provision, or constitute a default under any indenture, mortgage, contract, or agreement to which the CONTRACTOR is a party.

9.8 CONTRACTOR warrants that there has been no violation or copyrights of patent rights either in the United States of America or in foreign countries in connection with the Work of the Agreement.

9.9 No warranty, either express or implied, may be modified, excluded or disclaimed in any way by CONTRACTOR. All warranties shall remain in full force and effect, notwithstanding acceptance and payment by CITY.

9.10 Tests and Inspections:

9.10.1 CONTRACTOR shall give CITY timely notice of readiness of the work for all required inspections, tests or approvals. CONTRACTOR shall assume full responsibility, pay all costs and furnish CITY the required certificates of inspection, testing or approval for all materials, equipment or the Work or any part unless otherwise specified.

9.10.2 Neither CITY nor other inspectors shall have authority to permit deviations from nor to relax any of the provisions of the Contract Documents, nor to delay the Agreement by failure to inspect the materials and work with reasonable promptness.

9.10.3 The payment of any compensation, the giving of any gratuity or the granting of any favor by the CONTRACTOR to any inspectors, directly or indirectly, is strictly prohibited and punishable to the full extent of the law, and any such action on the part of the CONTRACTOR will constitute a termination of this Agreement.

9.11 Warranty Information

The CONTRACTOR shall deliver to the CITY and the CITY shall execute all applicable product and equipment registration, manuals, instructions, keys, accessories and warranty documents in accordance with manufacturers' policies and procedures. CONTRACTOR shall facilitate any necessary warranty claims free of charge.

ARTICLE 10 - LIQUIDATED DAMAGES

If the awarded BIDDER fails to complete the project by the completion date stated on the Bid Form, it is understood that five-hundred dollars (\$500.00) per calendar day will be deducted as liquidated damages, for each day beyond the substantial completion time and five-hundred dollars (\$500.00) per calendar

day will be deducted as liquidated damages, for each day beyond the final completion time unless time extension is approved by the City Manager, it being agreed that the damage suffered by the CITY for such delay(s) cannot be specifically ascertained.

ARTICLE 11 - CHANGES IN THE WORK

11.1 One or more changes to the work within the general scope of this Agreement may be ordered by Change Order. The Contractor shall proceed with any such changes, and they shall be accomplished in strict accordance with the Contract Documents and the terms and conditions described in this Article.

11.2 A Change Order shall mean a written order to the CONTRACTOR executed by the parties after execution of this Agreement, directing a change in the work and may include a change in the agreed compensation in accordance with Article 12 or the time for the CONTRACTOR's performance.

11.3 The execution of a Change Order by the CONTRACTOR shall constitute conclusive evidence of the CONTRACTOR's agreement to the ordered changes in the work and the CONTRACTOR, by executing the Change Order, waives and forever releases any claim against the CITY for additional time or compensation for matters relating to or arising out of or resulting from the work included within or affected by the executed Change Order.

11.4 The CONTRACTOR shall notify and obtain the consent and approval of the CONTRACTOR's surety with reference to all Change Orders if such notice, consent or approval is required by the CONTRACTOR's surety or by law. The CONTRACTOR's execution of the Change Order shall constitute the CONTRACTOR's warranty to the CITY that the surety has been notified of, and consents to, such Change Order and the respective increase in the Performance bond amount commensurate with the Change Order(s). Furthermore, upon the CONTRACTOR's execution of the Change Order(s), the surety shall be conclusively deemed to have been notified of such Change Order by the CONTRACTOR in the increase in the required Performance Bond amount, and to have expressly consented.

ARTICLE 12 - CHANGE IN COMPENSATION

Change orders approved by CITY shall be computed as follows:

12.1 Cost of the Work:

The term "Cost of the Work" means the sum of all direct costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by CITY, these costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in Paragraph 12.2:

12.1.1 Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by CITY and CONTRACTOR. Payroll costs for employees not employed full time on the work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, worker's compensation, health and retirement benefits, bonuses, sick leave, vacation and applicable holiday pay.

12.1.2 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage, and required suppliers and field services. All cash discounts, rebates and refunds and all returns from sale of surplus materials and equipment shall accrue to CITY, and CONTRACTOR shall make provisions so that they may be obtained.

12.1.3 Supplemental costs including the following:

12.1.3.1 Cost, including transportation and maintenance of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are

consumed in the performance of the Work.

12.1.3.2 Rentals of all construction equipment and machinery and the parts whether rented from CONTRACTOR or others in accordance with rental agreements approved by CITY, and the costs of transporting, loading, unloading, installing, dismantling and removal. The rental of any such equipment, machinery or parts shall cease when the use is no longer necessary for the Work.

12.1.3.3 Sales, consumer, use or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by laws or regulations.

12.1.3.4 Royalty payments and fees for permits or licenses.

12.1.3.5 The cost of utilities, fuel and sanitary facilities at the Work site.

12.1.3.6 Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

12.1.3.7 Cost of premiums for additional bonds and insurance required because of changes in the Work.

12.2 Not Included in the Cost of the Work:

The term "cost of the Work" shall not include any of the following.

12.2.1 Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in CONTRACTOR's principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 12.1.1, all of which are to be considered administrative costs covered by CONTRACTOR's fee.

12.2.2 Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the site.

12.2.3 Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

12.2.4 Cost of premiums for all bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain them.

12.2.5 Costs due to the negligence of CONTRACTOR, any subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

12.2.6 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.1.

12.3 Cost Breakdown Required:

Whenever the cost of any Work is to be determined pursuant to this Article, CONTRACTOR will submit in form acceptable to the CITY an itemized cost breakdown together with supporting documentation. Whenever a change in the Work is to be based upon mutual acceptance of a lump sum, whether the amount is an addition, credit, or no-change-in-cost, the CONTRACTOR shall submit an estimate substantiated by a complete itemized breakdown as follows:

- (a) The breakdown shall list quantities and unit prices for materials, labor, equipment and other items of cost.
- (b) Whenever a change involves the CONTRACTOR and one (1) or more subcontractors and the change is an increase in the agreed compensation, the overhead and profit percentage for the CONTRACTOR and each subcontractor shall be itemized separately.

ARTICLE 13 - PAYMENTS TO CONTRACTOR AND COMPLETION OF WORK

13.1 Progress Payments:

13.1.1 CONTRACTOR may request payments for work completed during the project at intervals of not more than once a month. The CONTRACTOR's requisition shall show a complete breakdown of the project components, the quantities completed and the amount due, together with a certification by the CONTRACTOR that the CONTRACTOR has disbursed to all subcontractors and suppliers their pro-rata shares of the payment out of previous progress payments received by the CONTRACTOR for all work completed and materials furnished in the previous period or properly executed releases of liens by all subcontractors, suppliers and materialmen who were included in the CONTRACTOR's previous applications for payment, and any other supporting documentation as may be required by the CITY, the ENGINEER or Contract Documents. Each requisition shall be submitted in triplicate to the CITY for approval. The CITY shall make payment to the CONTRACTOR within thirty (30) calendar days after approval of the CONTRACTOR's requisition for payment. Any rejection by the CITY of any specific item (s) shall result in CONTRACTOR being notified of the rejection within five (5) Business days of the rejection.

13.1.2 Five percent (5%) of all monies earned by the CONTRACTOR shall be retained by the CITY until the work is totally completed and accepted by the CITY.

13.2 Inspection:

CITY shall make an inspections as necessary and notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take the necessary measures to remedy any deficiencies within five (5) calendar days of the inspection.

13.3 Final Application for Payment:

After CONTRACTOR has completed all corrections to the satisfaction of CITY and delivered all maintenance and operating instructions, schedules, warranties, guarantees, bonds, certificates of inspection, marked up record documents and other documents required by the Contract Documents or requested by the CITY, CONTRACTOR may make application for final payment. The final application for payment shall be accompanied by (1) complete and legally effective releases or waivers of all liens arising out of or filed in connection with the work; or (2) CONTRACTOR's receipts in full covering all labor, materials and equipment for which a lien could be filed; or (3) a final affidavit stating that all laborers, materialmen, suppliers and subcontractors who worked for CONTRACTOR under this Contract have been paid in full or if the fact be otherwise, identifying the name of each lien or who has not been paid in full and the amount due or to become due each for labor, services or materials furnished. If any subcontractor or supplier fails to furnish a release or receipt in full, CONTRACTOR shall furnish a bond satisfactory to CITY to indemnify CITY against any lien, or the CITY may directly pay any subcontractor or supplier and deduct that amount due to CONTRACTOR.

In addition, CONTRACTOR shall also submit with the final application for payment, the completed set of "As-Built" drawings for review and approval. The "As-Built" drawings shall be prepared, sealed and certified by a professional surveyor licensed by the State of Florida. Final payment to CONTRACTOR shall not be made until the shop drawings have been reviewed and approved by the CITY. Prior to approval, if necessary, the drawings may be returned to CONTRACTOR for changes or modifications if in the opinion of CITY they do not represent correct or accurate "As-Built" drawings.

13.4 Final Payment and Acceptance:

13.4.1 If, on the basis of observing the Work during construction and final inspection, and review of the final Application for Payment and accompanying documentation, the CITY is satisfied that the Work has been completed and CONTRACTOR's other obligations under the Contract Documents have been fulfilled, CITY will give written notice to CONTRACTOR that the Work is acceptable. Otherwise, the Application will be returned to CONTRACTOR indicating in writing the reasons for refusing to make final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application. Thirty (30) days after presentation to CITY of the Application and accompanying documentation, in appropriate form and substance, the amount will become due and will be paid by CITY to CONTRACTOR.

13.4.2 If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed and the occurrence is confirmed, CITY shall, upon receipt of CONTRACTOR's final Application for Payment, without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by CITY for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to the CITY with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims held by the CITY.

13.5 Final payment, constituting the entire unpaid balance of the agreed compensation, shall be paid by the CITY to CONTRACTOR when the work has been completed, the Contract fully performed, and a final certificate for payment has been issued by the CITY ENGINEER. The making of final payment shall constitute a waiver of claims by CITY except those arising from:

- (1) Faulty or defective work and latent defects discovered after acceptance.
- (2) Failure of the work to comply with the requirements of the contract documents.
- (3) Terms of special warranties required by those contract documents.
- (4) Any of CONTRACTOR's continuing obligations under this Agreement.

The acceptance of final payment by CONTRACTOR or the subcontractor for materials and supplies shall constitute a waiver of claims except those previously made in writing and identified as unsettled at the time of final application for payment.

13.6 CITY's Right to Withhold Payment:

The CITY may withhold in whole or in part, final payment or any progress payment to such extent as may be necessary to protect itself from loss on account of:

13.6.1 Defective work not remedied.

13.6.2 Claims filed or evidence indicating the probable filing of claims by other parties against the CONTRACTOR.

13.6.3 Failure of the CONTRACTOR to make payment to subcontractors or suppliers for materials or labor.

13.6.4 Damage to another contractor, subcontractor or supplier not remedied.

13.6.5 Liability for liquidated damages has been incurred by the CONTRACTOR.

13.6.6 Evidence that the Work cannot be completed for the unpaid balance of the agreed compensation.

13.6.7 Evidence that the work will not be completed within the Agreement's term.

13.6.8 Failure to carry out the Work in accordance with the Contract Documents.

When the above grounds are removed or resolved or the CONTRACTOR provides a surety bond or a consent of surety satisfactory to the CITY which will protect the CITY in the amount withheld, payment may be made in whole or in part.

ARTICLE 14 - TERMINATION OF THE CONTRACT

The CITY retains the right to terminate this Agreement with or without cause, with thirty (30) days prior written notice. Additionally, the CITY may also terminate this Agreement upon fifteen (15) days notice upon the occurrence of any one or more of the following events:

14.1 If CONTRACTOR commences a voluntary case or a petition is filed against CONTRACTOR, under any chapter of the Bankruptcy Code, or if CONTRACTOR takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency.

14.2 If CONTRACTOR makes a general assignment for the benefit of creditors.

14.3 If a trustee, receiver, custodian or agent of CONTRACTOR is appointed under applicable law or under Contract, whose appointment or authority to take charge of property of CONTRACTOR is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of CONTRACTOR's creditors.

14.4 If CONTRACTOR persistently fails to perform the Work in accordance with the Contract Documents, including but not limited to, failure to supply sufficient skilled Workers or suitable materials or equipment or failure to adhere to the progress schedule as same may be revised from time to time.

14.5 If CONTRACTOR disregards any local, state or federal laws or regulations.

14.6 If CONTRACTOR otherwise violates any provisions of this Agreement.

Further, CONTRACTOR may be excluded from the Work site and the CITY take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment and machinery at the site and use them without liability to CONTRACTOR for trespass or conversion, incorporate in the Work all materials and equipment stored at the site or for which CITY has paid CONTRACTOR but which are stored elsewhere, and finish the Work as CITY may deem expedient. In this instance, CONTRACTOR shall not be entitled to receive any further compensation until the Work is finished.

14.7 If CONTRACTOR commits a default due to its insolvency or bankruptcy, the following shall apply:

14.7.1 Should this Agreement be entered into and fully executed by the parties, funds released and the CONTRACTOR (Debtor) files for bankruptcy, the following shall occur:

a. In the event the Debtor files a voluntary petition under 11 U.S.C. 301 or 302, or an order for relief is entered under 11 U.S.C. 303, the Debtor shall acknowledge the extent, validity, and priority of the lien recorded in favor of the CITY. The Debtor further agrees that in the event of this default, the CITY shall, at its option, be entitled to seek relief from the automatic stay provisions in effect pursuant to 11 U.S.C. 362. The CITY shall be entitled to relief from the automatic stay pursuant to 11 U.S.C. 362(d)(1) or (d)(2), and the Debtor agrees to waive the notice provisions in effect pursuant to 11 U.S.C. 362 and any applicable Local Rules of the United States Bankruptcy Court. The Debtor acknowledges that such waiver is done knowingly and voluntarily.

b. Alternatively, in the event the CITY does not seek stay relief, or if stay relief is denied, the CITY shall be entitled to monthly adequate protection payments within the meaning of 11 U.S.C. 361. The monthly adequate protection payments shall each be in an amount determined in accordance with the Note and Mortgage executed by the Debtor in favor of the CITY.

c. In the event the Debtor files for bankruptcy under Chapter 13 of Title 11, United States Code, in addition to the foregoing provisions, the Debtor agrees to cure any amounts in arrears over a period not to exceed twenty-four (24) months from the date of the confirmation order, and such payments shall be made in addition to the regular monthly payments required by the Note and Mortgage. Additionally, the Debtor shall agree that the CITY is over secured and, therefore, entitled to interest and attorney's fees pursuant to 11 U.S.C. 506(b). Such fees shall be allowed and payable as an administrative expense. Further, in the event the CONTRACTOR has less than five (5) years of payments remaining on the Note, the CONTRACTOR agrees that the treatment afforded to the claim of the CITY under any confirmed plan of reorganization shall provide that the remaining payments shall be satisfied in accordance with the Note, and that the remaining payments or claim shall not be extended or amortized over a longer period than the time remaining under the Note.

14.7.2 Should this Agreement be entered into and fully executed by the parties, and the compensation has not been forwarded to Debtor, the following shall occur:

In the event the Debtor files a voluntary petition pursuant to 11 U.S.C. 301 or 302, or an order for relief is entered under 11 U.S.C. 303, the Debtor acknowledges that the commencement of a bankruptcy proceeding constitutes an event of default under the terms of this Agreement. Further, the Debtor acknowledges that this Agreement constitutes an executory contract within the meaning of 11 U.S.C. 365. The CONTRACTOR acknowledges that the Agreement is not capable of being assumed pursuant to 11 U.S.C. 365(c) (2), unless the CITY expressly consents in writing to the assumption. In the event the

CITY consents to the assumption, the Debtor agrees to file a motion to assume the Agreement within ten (10) days after receipt of written consent from the CITY, regardless of whether the bankruptcy proceeding is pending under Chapter 7, 11, or 13 of Title 11 of the United States Code. The Debtor further acknowledges that this Agreement is not capable of being assigned pursuant to 11 U.S.C. 365(b)(1).

ARTICLE 15 – OWNERSHIP OF DOCUMENTS

All documents, as-built plans and specifications resulting from the Project under this Agreement shall be deemed the sole property of the CITY, and the CITY shall have all rights incident to the sole ownership.

The CONTRACTOR shall agree to indemnify and hold harmless the CITY, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR.

ARTICLE 16 – COMPLIANCE WITH LAWS

CONTRACTOR shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

ARTICLE 17 - NOTICE

All notices required by any of the Contract Documents shall be in writing and shall be deemed delivered upon mailing by certified mail, return receipt requested to the following:

Attn: Project Manager

City of Lauderdale Lakes
4300 NW 36th Street
Lauderdale Lakes, FL 33319-5599
Tel (954) 535-xxxx
Email:

Copy to: Financial Services

City of Lauderdale Lakes
4300 NW 36th Street
Lauderdale Lakes, FL 33319-5599
Tel (954) 535-2700
Fax (954) 535-1892

and if sent to the CONTRACTOR shall be mailed to:

Contractor
Address of Record
Attn: Contact Name, Title
Tel: xxx-xxx-xxxx
Fax: xxx-xxx-xxxx

ARTICLE 18 - LIMITATION OF LIABILITY

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action arising out of the Agreement, so that its liability never exceed the agreed sum of \$1,000.00. CONTRACTOR expresses its willingness to enter into this Agreement with CONTRACTOR'S recovery from the City for any action or claim arising from this Agreement to be limited to \$1,000.00.

Accordingly, and notwithstanding any other term or condition of this Agreement, CONTRACTOR agrees that the City shall not be liable to CONTRACTOR for damages in an amount in excess of \$1,000.00, for any action or claim of the CONTRACTOR or any third party arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Chapter 768, Florida Statutes. Additionally, the City does not waive sovereign immunity, and no claim or award against the City,

shall include attorney's fees, investigative costs or pre-judgment interest.

ARTICLE 19 – MISCELLANEOUS

19.1 The duties and obligations imposed by this Agreement and the rights and remedies available to the parties and, in particular but without limitation, the warranties, guaranties and obligations imposed upon CONTRACTOR and all of the rights and remedies available to CITY are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by laws or regulations, by special warranty or guarantee or by other provisions of the Contract Documents. This Article will be as effective as if repeated specifically in the Contract Documents will survive final payment and termination or completion of the Agreement.

19.2 CONTRACTOR shall not assign or transfer the Contract or its rights, title or interests. The obligations undertaken by CONTRACTOR pursuant to the Agreement shall not be delegated or assigned to any other person or firm. Violation of the terms of this Article shall constitute a material breach of Agreement by CONTRACTOR and the CITY may, at its discretion, cancel the Contract and all rights, title and interest of CONTRACTOR which shall immediately cease and terminate.

19.3 CONTRACTOR and its employees, volunteers and agents shall be and remain an independent contractors and not agents or employees of CITY with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking or venture between the parties.

19.4 CITY reserves the right to audit the records of CONTRACTOR relating in anyway to the work to be performed pursuant to this Agreement at any time during the performance and term of this Agreement and for a period of three (3) years after completion and acceptance by CITY. If required by CITY, CONTRACTOR agrees to submit to an audit by an independent certified public accountant selected by CITY. CONTRACTOR shall allow CITY to inspect, examine and review the records of CONTRACTOR at any and all times during normal business hours during the term of the Contract.

19.5 The remedies expressly provided in this Agreement to CITY shall not be deemed to be exclusive but shall be cumulative and in addition to all other remedies in favor of CITY now or later existing at law or in equity.

19.6 This Agreement shall be governed by the laws of the State of Florida, and venue for any action shall be in Broward County, Florida.

19.7 Should any part, term or provision of this Agreement be decided by the courts to be invalid, illegal or in conflict with any state or federal law, the validity of the remaining portion or provision shall not be affected.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the date first written above.

As to the CONTRACTOR on the _____ day of _____, 2022.

Contractor

Corporate Seal

Witness

Authorized Name, Title

As to the CITY on the _____ day of _____, 2022.

SEAL OF THE CITY OF LAUDERDALE LAKES

Venice Howard, City Clerk

Hazelle Rogers, Mayor

APPROVED AS TO FORM

City Attorney

ALL EXHIBITS WILL BE ATTACHED HERE

BID COVER PAGE CHECKLIST

THIS SHOULD BE THE FIRST PAGE OF YOUR BID

Contractor/Firm Name	Safa Construction, LLC
Contact Name:	MD Shahinur Rahman
Contact Phone:	(954) 326-8295
Contact Email:	md.rahman@safaconstruction.net

Before sealing your bid envelope make sure the following items are included in your bid submittal:

1. Bid Form: Carefully read all Bid Documents, review the project scope and properly fill out the Bid Form. (Failure to properly complete and sign this document shall cause the Bid submittal to be rejected as non-responsive.)
2. Bidder's Qualification Statement: Complete and sign the Bidder's Qualification Statement. (Failure to properly complete and sign this document shall cause the Bid submittal to be rejected as non-responsive.)
3. Non-Collusion Affidavit: Sign the Non-Collusion Affidavit and have it properly notarized.
4. Trench Safety Act: Complete and sign the Trench Safety Act form (if applicable).
5. Warranties: Complete and sign the Warranties form.
6. E-Verify Form: Complete and sign the E-Verify form.
7. Bid Bond (If Applicable): Include a five percent (5%) Bid Bond. Failure to provide a Bid guarantee will result in automatic rejection of your Bid. All required Bonds must be submitted on the CITY'S Bond forms, included in this document. (Failure to properly complete and sign this document shall cause the Bid submittal to be rejected as non-responsive.)
8. Proof of Insurance: Include proof of insurance containing a provision or endorsement that the coverage afforded will not be canceled, reduced in coverage, or renewal refused until at least 30 days' prior written notice has been given to the CITY and additional insured by certified mail. All such insurance required herein (except for worker's compensation and employer's liability) shall name the CITY and their officers, directors, agents, and employees as "additional insured".
9. License: Attach certificate of competency, state registration and any other applicable licenses.

IF "NO BID" IS OFFERED, PLEASE PROVIDE THE FOLLOWING INFORMATION:

Please indicate reason(s) why a Bid Form is not being submitted at this time. Return this page to the Financial Services Department to avoid removal from the City of Lauderdale Lakes vendor listing.

1. Bid Form:

BID FORM

Public Works Canopy Project (Re-bid)

Submitted By: Safa Construction, LLC

Date: 05/10/2022

to furnish and deliver all materials and to do and perform all WORK as is required for the project scope.

In order to be considered for this project, **the BIDDER should** have successfully completed a minimum of three (3) projects of similar scope and complexity over the past five (5) years, in the State of Florida, and must be able to document the required experience.

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Contract with the CITY to perform and furnish all WORK as specified herein for the Contract Price and within the Contract Period indicated in this Bid.
2. This Bid will remain subject to acceptance for ninety (90) days after the day of Bid opening. BIDDER will sign and submit the necessary documents required by the CITY within fifteen (15) days after the date of CITY'S Notice of Tentative Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Contract, that

- a. BIDDER has examined the Bid Documents, including the following addenda:

Number

Date

Number

Date

1

March 30,2022

Addendum No. 1



of all of which is hereby acknowledged;

- b. BIDDER has familiarized itself with the nature and extent of the Bid Documents, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the WORK.
- c. BIDDER has given the CITY written notice of all conflicts, errors or discrepancies that it has discovered in the Bid Documents and the written resolution thereof by the CITY is acceptable to BIDDER.
4. BIDDER proposes to furnish the WORK in conformity with the specifications and at the Bid Prices referenced below in the Schedule of Bid Prices. The Bid Prices quoted have been checked and certified to be correct. Said Bid Prices are fixed and firm and shall be paid to BIDDER for the successful completion of its obligation as specified in the Bid Documents.
5. It is the intent of the CITY to award this bid to the lowest responsible and responsive BIDDER. The CITY reserves the right to accept or reject any or all bids and to waive any informality concerning the bids when such rejection or waiver is deemed to be in the best interest of The CITY OF LAUDERDALE LAKES. The CITY reserves the right to award the bid on a split order basis, lump sum or individual item basis unless otherwise stated.

SCHEDULE OF BID ITEMS – LUMP SUM PRICING

The bid price is lump sum and shall include costs for all materials, equipment, labor, supervision, permit fees, taxes, insurance, bonds, project sign, miscellaneous costs and Contractor's overhead and profit. Costs for materials and equipment shall be included where applicable. Note that change orders are not considered for costs related to any of the above. The bid proposal is lump sum.

Budget for this project: \$60,000 (maximum)

Price include the following but limited to:	Price Estimate
all materials, equipment, labor, supervision, permit fees, taxes, insurance, bonds, project sign, miscellaneous costs, Contractor's overhead and profit, meeting with staff, etc.	\$ 96,000.00

Total Project Cost Written: Ninety Six thousand Dollars and Zero Cents

Total Project Completion Time: Ninety (90) Calendar Days

A. Proposer accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the work on time.

B. The correct legal name of Bidder/Proposer is: Safa Construction, LLC

C. Communications concerning this Proposal shall be addressed to:

Contact Name: MD Shahinur Rahman

City/State/Zip: Davie, FL-33324

Phone & Fax: (954) 326-8295

E-Mail: md.rahman@safaconstruction.net

Cell Phone/Phone Contact: (954) 326-8295

*If a contingency is added, it can only be used with pre-approval from City Management.

D. Other pertinent information is as follows:

License Number CGC 1531601 (Please Attach Copy)

Federal Tax ID# 87-2712692

Federal Employment ID # _____

Submitted on this May day of 12, 2022.

a. (If an individual, partnership, or non-incorporated organization)

(Signature)

(Title)

b. (If a corporation)



(Affix Seal)

Signature of
BIDDER

By MD Shahinur Rahman

Attested by

Secretary

Incorporated under the laws of the State of Florida.

BID PRICES WITHOUT THE MANUAL SIGNATURE OF AN AUTHORIZED AGENT OF THE BIDDER SHALL BE REJECTED AS NON-RESPONSIVE, NON-CONFORMING AND INELIGIBLE FOR AWARD.

CERTIFICATE
(For Corporation)

I HEREBY CERTIFY that a meeting of the Board of Directors of Safa Construction, LLC, a corporation under the laws of the State of Florida held on May, 03, 2022, the following resolution was duly passed and adopted:

"RESOLVED, that MD Shahinur Rahman, as Owner of the Corporation, is hereby authorized to execute the Bid Form dated April 25, 2022, between the City of Lauderdale Lakes, Florida, and this Corporation, and that the execution thereof, attested by the Secretary of the Corporation and with corporate seal affixed, shall be the official act and deed of this Corporation".

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this May day of 10, 2022.

Dikshu Shuvo
Secretary

STATE OF FLORIDA

COUNTY OF Broward

Sworn to (or affirmed) and subscribed before me via ☐ physical presence OR ☐ online notarizations this 10 day of May, 2022

By MD Shahinur Rahman

Personally known ☒ OR produced identification ☐

Type of identification produced: _____

Ayesha Mack
Signature of Notary Public, State of Florida
Commission # HH 222913
My Comm. Expires Apr 17, 2026
Bonded through National Notary Assn.

Notary seal (stamped in black ink)
OR
Printed, typed or stamped name of Notary
and Commission Number

2. Bidder's Qualification Statement:

BIDDER'S QUALIFICATIONS STATEMENT

BIDDER'S GENERAL INFORMATION:

BIDDER shall furnish the following information. Failure to comply with this requirement will render Bid non-responsive and may cause its rejection. Additional sheets shall be attached as required.

1. BIDDER'S Name, Principal Address, Phone, Fax Number and Email:

Safa Construction, LLC

11186 SW 17th MNR

Davie, FL 33324

(954) 326-8295 [Email : md.rahman@safaconstruction.net]

2. Number of years as a CONTRACTOR in this type of work: Nineteen (19) years

3. Names and titles of all officers, partners or individuals doing business under trade name:

<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

4. The business is a: Sole Proprietorship ☐ Partnership ☐ Corporation ☒

5. Name, address, and telephone number of surety company and agent who will provide the required bonds on this contract:

N/A

6. What is the last project of this nature that you have completed? Include the project value.

1. Equipment Shelter (17551 NW 137th Avenue, Hialeah, FL 33018) EOR and Contractor for this project

2. Sabal Pines Park - Maintenance Building Addition - 5005 NW 39th Avenue - Coconut Creek, Florida 33073 EOR for this project

7. Have you ever failed to complete work awarded to you. If so, when, where and why?

No

8. Have you personally inspected the proposed WORK and do you have a complete plan for its performance?

I always do that.

9. List CM's or GC's your company has worked for within the past three years.

(MY Company is new, but my experience is not new. I am working this engineering and construction industry for last 19 years in south-Florida.)

CM/GC No. 1	Contact Person:	Tel: Fax: Email:
CM/GC No. 2	Contact Person:	Tel: Fax: Email:

10. List three SIGNIFICANT PROJECTS completed within the past five years.

Project No. 1	Multipurpose Building Flooring Replacement	Location: CITY OF LAUDERDALE LAKES	Date Completed: 04/13/2022
		Your \$ contract Amount: 11,000.00	
Contracting	Agency/Owner: CITY OF LAUDERDALE LAKES	Contact Person: Maqsood M Nasir, P.E.	Tel: 954-535-2712 Fax: Email: mmnasir@lauderdalelakes.org
Project No. 2	Erica's office Flooring Replacement	Location: CITY OF LAUDERDALE LAKES	Date Completed: 04/13/2022
		Your \$ contract Amount: 2,490.00	
Contracting	Agency/Owner: CITY OF LAUDERDALE LAKES	Contact Person: Maqsood M Nasir, P.E.	Tel: 954-535-2712 Fax: Email: mmnasir@lauderdalelakes.org
Project No. 3	Repair Sewer Line at Bahman Ave Phase-1 (Pump 11-A)	Location: CITY OF OPA-LOCKA	Date Completed: Jan,2019
		Your \$ contract Amount: 349,000	
Contracting	City of Opa-Locka 780 Fisherman Street Opa-locka, FL 33054	Contact Person: Carlos Gonzalez Project Manager, City of Opa-Locka Email: cgonzalez@Opalockafl.gov	Tel: (305) 206-0279 Fax: Email:

11. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

MD Shahinur Rahman, CGC, PMP, MS, PE (CA,FL), OSHA certified

Direct supervision : Midtown Miami Project (One of Largest project in Miami)

City of Opa-Lock repair sewer pipe (Phase I + Phase II)

Direct work : City Lauderdale Lake (Floor replacement work)

4- Story Building (Bangladesh- Work on Excavation, Foundation, Wall, Canopy, welding etc)

12. State the name and licensing of the individual who will have personal supervision of the WORK.

I will directly supervise and work in this project. I believe has that I have enough experience to handle this project.

13. Will you sublet any part of this WORK? If so, give details.

No

14. What equipment do you own that is available for the WORK? (Attach additional sheets as necessary)

I rent all large mechanical equipments. I have hand tools, like hammer, cutter and small maniacal tools like drill, cutter etc.

15. What equipment will you purchase for the proposed WORK?

I am planing to rent all equipment not purchase.

16. What equipment will you rent for the proposed WORK?

Breaker hammer, small excavator, Scissor Lift

17. Principal Materials Manufacturer and SUB-CONTRACTORS. The BIDDER who proposes to perform WORK per the project scope is submitting this Bid Form. The Schedule of Bid Prices shown on the preceding pages(s) has been calculated and tabulated using basic material prices. The following is a list of material manufacturers and SUB-CONTRACTORS whose materials and services said BIDDER proposes to furnish and utilize if awarded a CONTRACT for the WORK specified herein. It is understood that the following list is not complete, but includes the names of manufacturers of the principal components and SUB- CONTRACTORS supplying principal services to said project. It is also understood that if awarded a Contract, the BIDDER will furnish the materials of the manufacturers and utilize the services of the SUB-CONTRACTORS stated herein and that if for any reason whatsoever BIDDER wishes to substitute materials or SUB-CONTRACTORS BIDDER shall request permission in writing from the CITY stating fully the reason for making such a request prior to ordering same.

All manufacturers or their authorized vendors have been made aware of all the appropriate portions of the Bid Documents and agree that their materials will meet all of the requirements stated therein and deliveries will be scheduled so as not to impede the progress of the WORK.

Materials:

Item	Manufacturer
6" Insulated Metal roof	Elite Aluminum Corporation (10 year warranty)
6x6x.5 Steel	Industrial Tube and Steel Corp

SUB-CONTRACTORS:

(Still working on couple of sub-contractor, planing to sub 60% of the work)

Name	License#	Duties	Contract Amount \$	% of Contract
Ali Welding		Welding	7,000.00	7.29%

The BIDDER acknowledges and understands that the information contained in response to this Qualification's Statement shall be relied upon by CITY in awarding the contract and such information is warranted by BIDDER to be true. The discovery of any omission or misstatement that materially affects the BIDDER'S qualifications to perform under the contract shall cause the CITY to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

The BIDDER also acknowledges that all information listed above may be checked by the CITY and authorizes all entities or persons listed above to answer any and all questions. BIDDER hereby indemnifies the CITY and persons or entities listed above and hold them harmless from any claim arising from such authorization or the exercise thereof, including the dissemination of information requested above.



BIDDER'S Signature

MD Shahinur Rahman

(Print or Type Name)

05/14/2022

Date

3. Non-Collusion Affidavit

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA

COUNTY OF Broward

_____ being first duly sworn, deposes and says that:

1. BIDDER MD Shahinur Rahman is Owner the
(Owner, Partner, Officer, Representative or Agent)

2. BIDDER is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said BIDDER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any BIDDER, firm, or person to fix the price or prices in the attached Bid or any other BIDDER, or to fix any overhead, profit, or cost element of the Bid Price or the Bid Price of any other BIDDER, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against CITY, or any person interested in the proposed Contract;

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

[Signature]
BIDDER'S Signature

MD Shahinur Rahman

(Print or Type Name)

Sworn to (or affirmed) and subscribed before me via ☐ physical presence OR ☐ online notarizations this

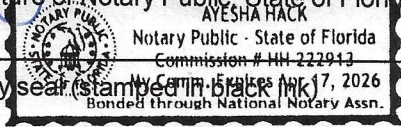
10 day of May, 2022

By MD Shahinur Rahman

Personally known ☒ OR produced identification _____

Type of identification produced: _____

[Signature]
Signature of Notary Public, State of Florida


Notary seal (stamped in black ink)
OR

Printed, typed or stamped name of Notary and Commission Number

4. Trench Safety Act:

TRENCH SAFETY ACT COMPLIANCE

BIDDER acknowledges that the Florida Trench Safety Act, Section 553.60 et. seq., which became effective October 1, 1990, shall be in effect during the period of construction of the project. The BIDDER by signing and submitting the Bid is, in writing, assuring that it will perform any trench excavation in accordance with the applicable trench safety standards. The BIDDER further identifies the following separate item of cost of compliance with the applicable trench safety standards as well as the method of compliance.

Method of Compliance	Cost

BIDDER acknowledges that this cost is included in the applicable items of the Bid Form and in the Grand Total Bid Price. Failure to complete the above and sign below may result in the bid being declared non-responsive.

The BIDDER is, and the CITY are not, responsible to review or assess CITY's safety precautions, programs or costs, or the means, methods, techniques or technique adequacy, reasonableness of cost, sequences or procedures of any safety precaution, program or cost, including but not limited to, compliance with any and all requirements of Florida Statute Section 553.60 et. seq. cited as the "Trench Safety Act". BIDDER is, and the CITY are not, responsible to determine if any safety or safety related standards apply to the project, including, but not limited to, the "Trench Safety Act".

No Trench



BIDDERS Signature

MD Shahinur Rahman

(Print or Type Name)

5. Warranties:

WARRANTIES

In consideration of, and to induce the Award of **THE CITY OF LAUDERDALE LAKES, FLORIDA**, Construction Contract described in these Bid Documents, the CONTRACTOR represents and warrants to the City of Lauderdale Lakes, Florida:

1. The CONTRACTOR is financially solvent and sufficiently experienced and competent to perform all of the work required of the CONTRACTOR in the Construction Contract; and
2. That the facts stated in the CONTRACTOR's Bid and information given the CONTRACTOR pursuant to the request or proposal for Bids, instructions to CONTRACTORS and Specifications are true and correct in all respects; and
3. That the CONTRACTOR has read and complied with all of the requirements set forth in the request for Bids, instructions to CONTRACTORS and Specifications; and
4. That the CONTRACTOR warrants all materials supplied by it under the terms of the Construction Contract are delivered to the City of Lauderdale Lakes, Florida, free from any security interest, and other lien, and that the CONTRACTOR is a lawful owner having the right to sell the same and will defend the conveyance to the City of Lauderdale Lakes, Florida, against all persons claiming the whole or any part thereof; and
5. That the materials supplied to the City of Lauderdale Lakes, Florida, under the Construction Contract are free from the rightful claims of any persons whomsoever, by way of patent or trademark infringement or the like; and
6. That the materials supplied under the Construction Contract are merchantable within the meaning of the Uniform Commercial Code Section 2-314; and
7. That the materials supplied under the Construction Contract are free from defects in materials and workmanship under normal use and service and that any such materials found to be defective shall be replaced by the CONTRACTOR as per the attached Warranty.
8. That the materials supplied pursuant to the Construction Contract are fit for the purposes for which they are intended to be used; that under normal use and maintenance the material will continue to be fit for such purposes for the warranty period after delivery, provided that the CITY shall give the CONTRACTOR notice that the materials failed to fulfill the warranty; such notice shall state in what respect the materials have failed to fulfill the warranty, where upon the CONTRACTOR shall be allowed a reasonable time after receipt of such notice to correct the defect and the CITY agrees to cooperate in this regard. If the materials cannot be made to fulfill the Contract within the warranty period the CONTRACTOR will either furnish duplicate materials, or at its option refund the amount paid, which shall constitute a settlement in full for all damages occasioned by reason at this warranty of fitness; and
9. That this Warranty is included in exposures for which the CONTRACTOR has products liability and completed operations insurance, in minimum amounts of Two Million (\$2,000,000.00) Dollars for property damage and Two Million (\$2,000,000.00) Dollars for personal injury as shown on the Certificates of such Insurance attached hereto, and the CONTRACTOR agrees to keep such insurance coverage during the period of this Warranty; and
10. That it is an express condition of this Warranty that the item(s) hereby warranted shall be operated and maintained by the CITY in accordance with the manufacturer's recommendations as to those portions of the item(s) that are not fabricated by the CONTRACTOR, and in accordance with the CONTRACTOR's recommendations, a

copy of which has either been supplied to the City of Lauderdale Lakes should maintain complete and accurate records made at the time of performance of maintenance showing compliance with such instructions, and by acceptance of this Warranty, the City of Lauderdale Lakes, Florida, agrees to present such records to the CONTRACTOR upon request in the event of a claim hereunder by the CITY;

11. The foregoing Warranties apply as a minimum and are supplemental to other Warranties offered. They are not substituted, but in addition to, any other Warranties offered; and
12. That it is agreed and understood by the CONTRACTOR that the City of Lauderdale Lakes, Florida, is induced to enter the Construction Contract in reliance upon this Warranty.

SIGNED, sealed and delivered on this day of May, 10, 2022.

(SEAL)



CONTRACTOR:

BIDDER'S Signature

MD. Shahinur Rahman

(Print or Type Name)

ATTEST:

Secretary

6. E-Verify Form:

CITY OF LAUDERDALE LAKES
E-VERIFY AFFIRMATION STATEMENT

ITB/Bid/Contract No: ITB 22-6210-11B

Project Description: Public Works Canopy Project (Re-bid)

Per Florida State Statutes, Chapter 448.095(2), effective January 1, 2021, no public contract can be entered into without an E-Verify certificate. This applies to both prime Contractors and Subcontractors. It is the responsibility of the prime Contractor to verify compliance with Subcontractors.

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of:

- a) All persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
- b) All persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify system during the term of the Contract is a condition of the Contract.

Safa Construction, LLC

Contractor/Proposer/Bidder Company Name



Authorized Company Signature

May, 10, 2022

Date

Authorized Company Printed Name

owner
Title

7. Bid Bond (Cashier's check has been added instead of a Bid Bond):

CASHIER'S CHECK

0066135

11-24

Office AU #

1210(8)

Remitter: MD RAHMAN
Purchaser: MD RAHMAN
Purchaser Account: xxxxxx0084
Operator I.D.: u851623 u851623
Funding Source: Paper Item(s)

PAY TO THE ORDER OF ***CITY OF LAUDERDALE LAKES***

****Four Thousand Eight Hundred and 00/100 -US Dollars ****

Payee Address:

Memo:

WELLS FARGO BANK, N.A.
5830 S UNIVERSITY DR
DAVIE, FL 33328
FOR INQUIRIES CALL (480) 394-3122

NOTICE TO PURCHASER-IF THIS INSTRUMENT IS LOST,
STOLEN OR DESTROYED, YOU MAY REQUEST CANCELLATION
AND REISSUANCE. AS A CONDITION TO CANCELLATION AND
REISSUANCE, WELLS FARGO & COMPANY MAY IMPOSE A FEE
AND REQUIRE AN INDEMNITY AGREEMENT AND BOND.

Purchaser Copy

SERIAL #: 6613505017

ACCOUNT#: 4861-513257

May 10, 2022

****\$4,800.00****

VOID IF OVER US \$ 4,800.00

NON-NEGOTIABLE

FB004 (10/19) M4203 10152154

PRINTED ON LINEMARK PAPER - HOLD TO LIGHT TO VIEW. FOR ADDITIONAL SECURITY FEATURES SEE BACK.

CASHIER'S CHECK

0066135

11-24

Office AU #

1210(8)

Remitter: MD RAHMAN
Operator I.D.: u851623 u851623

PAY TO THE ORDER OF ***CITY OF LAUDERDALE LAKES***

****Four Thousand Eight Hundred and 00/100 -US Dollars ****

Payee Address:

Memo:

WELLS FARGO BANK, N.A.
5830 S UNIVERSITY DR
DAVIE, FL 33328
FOR INQUIRIES CALL (480) 394-3122

6613505017

May 10, 2022

****\$4,800.00****

VOID IF OVER US \$ 4,800.00

Murana P. Can
CONTROLLER

Page 428 of 441

⑈6613505017⑈ ⑆121000248⑆4861 513257⑈

Security Features Included. Details on Back.

8. Proof of Insurance:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/11/2022

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

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

PRODUCER Insurance by Rob 4851 Hillsboro Blvd Coconut Creek FL 33073		CONTACT NAME: Boris Garipov PHONE (A/C, No, Ext): 954-331-4468 E-MAIL ADDRESS: boris@insurancebyrob.com FAX (A/C, No):	
INSURED SAFA CONSTRUCTION, LLC 11186 SW 17th Mnr Davie FL 33324		INSURER(S) AFFORDING COVERAGE INSURER A: EVANSTON INS CO INSURER B: BIBERK BERKSHIRE HATHAWAY DIRECT INSUR INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 35378 10391	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			3AA565057	05/06/2022	05/06/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			EZXS3079011	05/06/2022	05/06/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input checked="" type="checkbox"/> N	N / A	N9WC539114	04/02/2022	04/02/2023	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

CITY OF LAUDERDALE LAKES 4300 NW 36th Street Lauderdale Lakes FL 33319	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Boris Garipov</i>
--	---

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9. License:



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

RAHMAN, MD SHAHINUR

SAFA CONSTRUCTION, LLC
11186 SW 17TH MNR
DAVIE FL 33324

LICENSE NUMBER: CGC1531601

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



**CITY OF LAUDERDALE LAKES
INTEROFFICE MEMORANDUM
FINANCIAL SERVICES DEPARTMENT**

TO: Phil Alleyne, City Manager
FROM: Asheley A. Hepburn, MPA
Director, Financial Services

DATE: June 13, 2022
SUBJECT: ITB22-6210-11B-
Recommendation of Award –
Public Works Canopy Project

The City of Lauderdale Lakes solicited qualified contractors to construct/install an exterior canopy per the approved plans and specifications in the ITB22-6210-11B located at the rear of the Public Works Building. Contractor is responsible for providing all labor, materials, tools, equipment, permitting, etc., to complete the project.

The solicitation for Public Works canopy was solicited in the City's electronic bid system, Demandstar.com from April 26, 2022 until June 2, 2022. The solicitation was broadcast to 732 suppliers and there were 25 planholders. The solicitation was further advertised in the Sun Sentinel, a newspaper of general circulation, on April 26, 2022.

The solicitation was declared closed June 2, 2022 and bids opened. The City received two (2) responses from Naysac Corporation and Safa Construction, LLC. MCC Building, Inc. responded to the bid; however, the bid was incomplete. The results of complete bids are shown below:

Firm	Location	Est. Co
Naysac Corporation	Miami, FL	150,000.00
Safa Construction, LLC	Davie, FL	\$96,000.00

It is recommended that the City award the contract to Safa Construction, LLC, which represents the lowest, responsive and responsible bid in an amount not-to-exceed \$96,000.00. In addition, the City would like to include a contingency of \$4,000 for a total of \$100,000.

It is anticipated that the project will be substantially completed within 120 days upon acceptance of the Notice to Proceed.

If approved, City staff will commence execution upon acceptance and approval of all required documents.

Encl. (s)
Bid Tabulation Summary
Contractor Pricing

Tabulation Sheet

Agency Name City of Lauderdale Lakes, FL

Bid Number ITB-22-6210-11B-0-2022/bw

Bid Name Public Works Canopy Project (Re-bid)

Bid Due Date 06/02/2022 10:00:00 Eastern

Bid Opening **Closed**

2 responses found. ✓ online,  offline, ● not submitting,  not received

	Company	Responded	Address	Bid Amount	Alt Bid Amount	Declared Attributes	Documents	Sent
Complete								
1	Naysac Corporation	06/01/2022 12:02:25 Eastern	782 NW 42 AVE STE 635, Miami, FL, 33126	\$150000.0000	0.0000		Bid Package Submittal	✓
2	Safa Construction, LLC	05/28/2022 12:04:11 Eastern	11186 SW 17TH MNR, DAVIE, FL, 33324	\$94000.0000 \$96,000.0000	85000.0000		Bid Package Submittal	✓

MCC Building, Inc. - was incomplete

SCHEDULE OF BID ITEMS – LUMP SUM PRICING

The bid price is lump sum and shall include costs for all materials, equipment, labor, supervision, permit fees, taxes, insurance, bonds, project sign, miscellaneous costs and Contractor's overhead and profit. Costs for materials and equipment shall be included where applicable. Note that change orders are not considered for costs related to any of the above. The bid proposal is lump sum.

Budget for this project: \$60,000 (maximum)

Price include the following but limited to:	Price Estimate
all materials, equipment, labor, supervision, permit fees, taxes, insurance, bonds, project sign, miscellaneous costs, Contractor's overhead and profit, meeting with staff, etc.	\$ 96,000.00

Total Project Cost Written: Ninety Six thousand Dollars and Zero Cents

Total Project Completion Time: Ninety (90) Calendar Days

A. Proposer accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the work on time.

B. The correct legal name of Bidder/Proposer is: Safa Construction, LLC

C. Communications concerning this Proposal shall be addressed to:

Contact Name: MD Shahinur Rahman

City/State/Zip: Davie, FL-33324

Phone & Fax: (954) 326-8295

E-Mail: md.rahman@safaconstruction.net

Cell Phone/Phone Contact: (954) 326-8295

*If a contingency is added, it can only be used with pre-approval from City Management.

D. Other pertinent information is as follows:

License Number CGC 1531601 (Please Attach Copy)

Federal Tax ID# 87-2712692

Federal Employment ID # _____

Submitted on this May day of 12, 2022.

a. (If an individual, partnership, or non-incorporated organization)

CITY OF LAUDERDALE LAKES

Agenda Cover Page

Fiscal Impact:

Contract Requirement: No

Title

RESOLUTION 2022-074 APPOINTING A MEMBER TO THE ECONOMIC DEVELOPMENT ADVISORY BOARD (SPONSORED BY COMMISSIONER KARLENE MAXWELL-WILLIAMS)

Summary

This resolution appoints Dr. Neva Alexander to the Economic Development Advisory Board.

Staff Recommendation

Background:

The Economic Development Advisory Board was created pursuant to Section 2-401 of the City of Lauderdale Lakes Code of Ordinances and is comprised of seven (7) members, five (5) of whom are each respectively appointed by and serve at the pleasure of the Mayor and members of the City Commission, and one of whom is appointed by the entire City Commission as a resident-at-large, and further, the two largest employers in the city shall each nominate one at-large member for appointment to the *economic development* advisory board subject to confirmation by the City Commission.

The City Commission hereby appoints Dr. Neva Alexander to serve as a member of the Economic Development Advisory Board.

Funding Source:

N/A

Fiscal Impact:

N/A

Sponsor Name/Department: Commissioner Karlene Maxwell-Williams/Office of the Mayor and City Commission

Meeting Date: 6/28/2022

ATTACHMENTS:

Description	Type
❑ Resolution 2022-074 - Appointing Member to the EDAB	Resolution
❑ Application - Dr. Neva Alexander	Backup Material

1 RESOLUTION 2022-074

2
3 A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES,
4 FLORIDA APPOINTING MEMBER TO THE ECONOMIC DEVELOPMENT
5 ADVISORY BOARD; PROVIDING FOR THE ADOPTION OF RECITALS;
6 PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING AN
7 EFFECTIVE DATE.
8

9 WHEREAS, the Economic Development Advisory Board ("Board"), was created pursuant
10 to Section 2-401 of the City of Lauderdale Lakes Code of Ordinances ("City Code") and is
11 comprised of seven (7) members, five (5) of whom are each respectively appointed by and serve
12 at the pleasure of the Mayor and members of the City Commission, and one of whom is
13 appointed by the entire City Commission as a resident-at-large, and further, the two largest
14 employers in the city shall each nominate one at-large member for appointment to the *economic*
15 *development* advisory board subject to confirmation by the City Commission;

16 WHEREAS, the City Mayor and City Commissioners have respectively determined the
17 appointment of certain members of the Board, subject to such members' compliance with the
18 disclosures and application requirements for appointee as set forth in Section 2-311 and Section
19 2-315 of the City Code; and

20 WHEREAS, the City Commission has received an application from Dr. Neva Alexander
21 requesting appointment to serve as a member on the Board.

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

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

1 SECTION 2. APPOINTMENT OF BOARD MEMBERS: The City Commission hereby
2 appoints Dr. Neva Alexander (“Applicant”) to serve as a member of the Economic Development
3 Advisory Board, subject to Applicant’s qualification and compliance with the disclosures and
4 application requirements for appointee as set forth in Section 2-311 and Section 2-315 of the City
5 Code;

6 SECTION 3. INSTRUCTIONS TO THE CITY CLERK: The City Clerk is hereby instructed and
7 authorized to take any and all action necessary to effectuate the intent of this Resolution.

8
9 [REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

ADOPTED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES AT ITS REGULAR MEETING HELD JUNE 28, 2022.

HAZELLE ROGERS, MAYOR

ATTEST:

VENICE HOWARD, CMC, CITY CLERK

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

Sidney C. Calloway, City Attorney

Sponsored by: Venice Howard, CMC, City Clerk

VOTE:

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



**CITY OF LAUDERDALE LAKES
ADVISORY BOARD/COMMITTEE APPLICATION**

Service on an Advisory Board or Committee provides citizens with an opportunity to help shape policy and direction for the City of Lauderdale Lakes. Please indicate your interest in serving on an Advisory Board and/or Committee by completing this application.

This application is for: ☒ New Appointment ☐ Re-Appointment

If you currently serve on a Board or Committee, please provide the name of the Advisory Board or Committee. _____

Please check the Advisory Board and/or Committee for which you wish to be considered:

<input type="checkbox"/> Beautification Advisory Board	<input type="checkbox"/> Military Affairs Board
<input type="checkbox"/> Budget Advisory Committee	<input type="checkbox"/> Parks and Recreation Board
<input checked="" type="checkbox"/> Economic Development Advisory Board	<input type="checkbox"/> Planning and Zoning Board *
<input type="checkbox"/> Historic Preservation Board	<input type="checkbox"/> School Advisory Board

**Per Section 112.317 Florida Statutes, Members of some Advisory Boards are required to file a Financial Disclosure Report.*

Please type or print information.

PERSONAL:

Name Dr. Nwa Alexander E-Mail Address: naalexander@newalliance.co

Residential Address 4220 NW 51 Ave
City Lauderdale Lakes State FL Zip 33319

Daytime Number: 305-504-9311 Alternate Number _____

EDUCATION:

High School: Boys & Girls High Location: New York
College (if applicable): Argosy Location: Atlanta
Years Completed: 2012 Degree: Doctorate in educational leadership
Other professional or technical training: _____

EMPLOYMENT:

Current or Last Employer: Newalliance Inc
Address: 6635 W Commercial Blvd Tomball FL 33319
Position Held: CEO Years of Service 9

Please describe professional, voluntary or other experience that best qualifies you for the selected advisory board/committee:

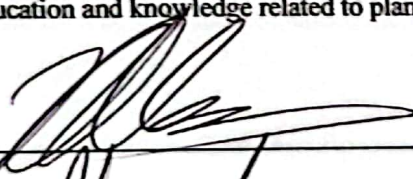
- Training, Development & Consulting
- Small Business Consulting

If you are applying for an Advisory Board which has specific requirements, please explain how your experience and/or educational background meets the criteria (additional backup may be provided):

ACKNOWLEDGMENT (Check Below):

- ☒ I understand that in accordance with the Florida Sunshine Law, this information will be available for public review and I waive any objections to such publication.
- ☒ If appointed, I agree to faithfully and fully perform the duties of the Board, make every endeavor to serve my full term, and will comply with all laws or Ordinances of the City, County, and State of Florida.
- ☒ I understand, if appointed, an updated application must be submitted to seek appointment to another advisory board.
- ☒ I understand that if I am appointed to the Planning and Zoning Board I may be required to have additional experience, education and knowledge related to planning, zoning, redevelopment or related disciplines.

SIGNATURE:


Dr. Neva Alexander

NAME (printed)

DATE

June 11, 2022

Please complete and return this information:

City of Lauderdale Lakes
City Clerk's Office
4300 Northwest 36th Street
Lauderdale Lakes, Florida 33319
954-535-2705