



THE CITY OF POSITIVE PROGRESSION

CITY OF WEST PARK
CITY COMMISSION MEETING AGENDA
COMMISSION CHAMBER
1965 SOUTH STATE ROAD 7, WEST PARK, FL 33023

WEDNESDAY, MARCH 2, 2016
7:00 P.M.

www.cityofwestpark.org
Phone: 954-989-2688 Fax: 954-989-2684

Mayor: Eric H. Jones
Vice Mayor: Rita "Peaches" Mack
Commissioner: Thomas Dorsett
Commissioner: Brian Johnson
Commissioner: Kristine Judeikis

City Manager: W. Ajibola Balogun
City Attorney: Burnadette Norris-Weeks
City Clerk: Alexandra Grant

City of West Park Ordinance No. 2012-05 requires all lobbyists before engaging in any lobbying activities to register with the City Clerk and pay an annual fee of \$100.00 per **Resolution No. 2012-43**. This applies to all persons who are retained (whether paid or not) to represent a business entity or organization to influence “City” action. “City” action is broadly described to include the ranking and selection of professional consultants and virtually all legislative, quasi-judicial and administrative action.

1. CALL TO ORDER

2. ROLL CALL

3. INVOCATION

4. PLEDGE OF ALLEGIANCE

5. PRESENTATIONS

1. Consolidation Communication System
2. Redefining Transit Oriented Corridor Boundary & Codification of Guidelines

6. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE COMMISSION

7. APPROVAL OF MINUTES

1. January 20, 2016 – Regular Commission Meeting

8. RESOLUTIONS – CONSENT ITEMS

1. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WEST PARK, FLORIDA, AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE THE ATTACHED AGREEMENT REGARDING THE BROWARD REDEVELOPMENT PROGRAM FOR FUNDING OF THE CITY’S COMPLETE STREET IMPROVEMENT PROJECT ON BARACK OBAMA BOULEVARD (SW 40TH AVENUE); PROVIDING FOR AN EFFECTIVE DATE
Resolution 2016-17
2. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WEST PARK, FLORIDA, ADOPTING THE CITY OF WEST PARK’S 2016 FEDERAL LEGISLATIVE PRIORITY LIST ATTACHED HERETO; AUTHORIZING THE CITY ADMINISTRATOR TO TAKE NECESSARY ACTION TO CARRY OUT THE AIMS OF THIS RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE
Resolution 2016-18
3. A RESOLUTION OF THE CITY OF WEST PARK, FLORIDA, AUTHORIZING CITY STAFF TO PREPARE ALL NECESSARY DOCUMENTS; SCHEDULE

PUBLIC WORKSHOPS AND HEARINGS AND COORDINATE WITH BROWARD COUNTY FOR PROPOSED FUTURE EXPANSION OF THE TRANSIT ORIENTED CORRIDOR ZONING DISTRICT; PROVIDING AN EFFECTIVE DATE.

Resolution 2016-19

9. ORDINANCES: (FIRST READING)

1. AN ORDINANCE OF THE CITY OF WEST PARK, FLORIDA AMENDING PART II, CHAPTER 28, ARTICLE II, ENTITLED VARIANCES AND SPECIAL EXCEPTIONS TO CREATE SECTION 28-37 ENTITLED "DURATION OF SPECIAL EXCEPTIONS"; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR AN EFFECTIVE DATE

Ordinance 2016-01

2. AN ORDINANCE OF THE CITY OF WEST PARK, FLORIDA AMENDING PART II, CHAPTER 42, ARTICLE VII, SECTION 42-421 (b) ENTITLED "PERMITTED FACILITIES" REQUIRING ALL WIRELESS COMMUNICATION FACILITIES WITHIN THE CITY OF WEST PARK TO BE STEATH FACILITIES; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR AN EFFECTIVE DATE

Ordinance 2016-02

10. CITY MANAGER'S REPORT – W. Ajibola Balogun, City Manager

A. Updates / Status

- i. Update on Broward Redevelopment Program – 2013 Property Acquisition Funding
- ii. Update on Resurfacing of Countyline Road from SW 48 Avenue to SW 56 Avenue
- iii. Update on Small Business Grant Program
- iv. Florida Retirement Systems Issue

11. NEW BUSINESS

12. FUTURE AGENDA ITEMS

13. FOR THE GOOD OF THE ORDER & COMMISSIONER COMMENTS / ANNOUNCEMENTS

14. ADJOURNMENT

RULES OF PROCEDURE

WHO MAY SPEAK

Meetings of the City Commission are open to the public. They are not, however, public forums. Any resident who wishes to address the Commission on any subject within the scope of the Commission's authority may do so, providing it is accomplished in an orderly manner and in accordance with the procedures outlined below.

SPEAKING ON ITEMS ON THE AGENDA

- **Consent Agenda Items** – These are items, which the Commission does not need to discuss individually, and which are voted on as a group. Any Commissioner who wishes to discuss any individual item on the consent agenda may request the Mayor to pull such item from the consent agenda. Those items pulled will be discussed and voted upon individually.
- **Regular Agenda Items** – These are items, which the Commission will discuss individually in the order listed on the agenda. By majority vote, the City Commission may permit any person to be heard on an item at a non-public hearing.
- **Public Hearing Items** – This portion of the agenda is to obtain input from the public on some ordinances, resolutions and zoning applications. The chair will permit any person to be heard on the item during formal public hearings.

SPEAKING ON SUBJECTS NOT ON THE AGENDA

Any resident may address the Commission on any items pertaining to City business during the Opportunity For The Public To Address the Commission portion of the agenda. Persons wishing to speak must sign in with the City Clerk before the start of the meeting.

ADDRESSING THE COMMISSION, MANNER & TIME

By majority vote the City Commission may invite citizen discussion on any agenda item. In every case where a citizen is recognized by the Mayor to discuss an agenda item, the citizen shall step to the podium/microphone, state his or her name and address for the benefit of the city clerk, identify any group or organization he or she represents and shall then succinctly state his or her position regarding the item before the city commission. Any question, which shall be related to the business of the City and deemed appropriate by the Mayor, shall be directed to the Mayor and the Mayor shall then re-direct the question to the appropriate Commissioner or City staff to answer the citizen question which shall be related to the business of the City.

All comments or questions of the public are to be directed to the Mayor as presiding officer only. There shall be no cross conversations or questions of any other persons. The length of time each individual may speak should be limited in the interest of order and conduct of the business at hand. Comments to the Commission by individual citizens shall be limited to two (2) minutes during the citizens request period. The City Clerk shall be charged with the responsibility of notifying each citizen thirty (30) seconds before said time shall elapse and when said time limit has expired.

APPEALS

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.

DECORUM

If a member of the audience becomes unruly, the Mayor has the right to require the person to leave the room. If a crowd becomes unruly, the mayor may recess or adjourn the meeting. Please turn off all cell phones and pagers.

CONTACT INFORMATION

If anyone has questions or comments about anything on the meeting agenda, please contact the City Administrator at 954-989-2688.

AMERICANS WITH DISABILITY ACT

In accordance with the Americans with Disability Act and Florida Statute 286.26, persons with disabilities needing special accommodation to participate in this proceeding should contact the city clerk no later than three (3) days prior to the meeting at (954)-989-2688 for assistance.

**THE CITY OF WEST PARK
CITY COMMISSION MEETING MINUTES
JANUARY 20, 2016
7:00 p.m.**

1. CALL TO ORDER

The **Regular Meeting** of the City Commission of the City of West Park was held in the Commission Chamber, 1965 South State Road 7, West Park, Florida on **Wednesday, January 20, 2016.**

Mayor Jones called the meeting to order at 7:00 p.m.

2. ROLL CALL

The city clerk called the roll. The following were present: Mayor Eric Jones, Vice Mayor Rita Mack, and Commissioners Thomas Dorsett, Brian Johnson, and Kristine Judeikis.

Also present were: W. Ajibola Balogun, City Manager; Burnadette Norris-Weeks, City Attorney; Christopher Wallace, Finance Director; Lavelle Jenrette, Assistant to the City Manager; Wiener Chalvire, Permit and Accounts Analyst; Chief Danzell Brooks, Police Department; Chief Michael Kane, Fire Department; Richard Cannone, Planning Department; Maritza Prebal, Supervisor of Administrative Services; Gia Lagana, Administrative Assistant to the City Manager; and Alexandra Grant, City Clerk.

3. INVOCATION

Mayor Jones led everyone present in the invocation.

4. PLEDGE OF ALLEGIANCE

Mayor Jones led all present in the Pledge of Allegiance.

5. PRESENTATIONS

Commendations: 10th Anniversary Event Sponsors

Mayor Jones presented Commendations to various sponsors of the City's 10th Year Anniversary Celebration Events.

6. OPPORTUNITY FOR THE PUBLIC TO ADDRESS COMMISSION

Mayor Jones opened the Public Comments portion of the meeting.

As no one spoke, Mayor Jones closed the Public Comments portion of the meeting.

7. APPROVAL OF MINUTES

1. December 2, 2016 – Regular Meeting

A motion was made by Commissioner Judeikis, and seconded by Commissioner Johnson, to approve the December 2, 2016 Regular Meeting Minutes.

Mayor Jones asked for a roll call vote. In a roll call vote, all voted in favor.

8. RESOLUTIONS – CONSENT ITEMS

A motion was made by Commissioner Dorsett, and seconded by Commissioner Judeikis, to approve the Consent Agenda.

Mayor Jones asked for a roll call vote. In a roll call vote, all voted in favor and the following actions were taken:

- 1. ADOPTED RESOLUTION 2016-05: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WEST PARK, FLORIDA, CANCELLING THE REGULARLY SCHEDULED FEBRUARY 3, 2016 MEETING OF THE CITY COMMISSION; AUTHORIZING THE CITY ADMINISTRATOR TO TAKE ALL NECESSARY AND EXPEDIENT ACTION; PROVIDING FOR AN EFFECTIVE DATE**
- 2. ADOPTED RESOLUTION 2016-06: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WEST PARK, FLORIDA, AUTHORIZING THE CITY ADMMINISTRATOR TO SUBMIT AN APPLICATION FOR THE COMMUNITY FOUNDATION OF BROWARD’S “DIGNITY IN AGING” GRANT PROGRAM FOR AN AMOUNT UP TO ONE HUNDRED THOUSAND DOLLARS (\$100,000.00); PROVIDING FOR AN EFFECTIVE DATE.**
- 3. ADOPTED RESOLUTION 2016-07: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WEST PARK, FLORIDA, AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR THE EDWARD BYRNE MEMORIAL JUSTICE ASSSISTANCE GRANT FROM THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT FOR THE PURCHASE AND INSTALLATION OF COMPUTER LABORATORY SURVEILLANCE CAMERAS AT MARY SAUNDERS PARK; AUTHORIZING CITY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTATION FOR SUBMITTAL; PROVIDING FOR AN EFFECTIVE DATE**
- 4. ADOPTED RESOLUTION 2016-08: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WEST PARK, FLORIDA, RE-APPOINTING MARIAN PRATT TO THE EDUCATION ADVISORY COMMITTEE; PROVIDING FOR AN EFFECTIVE DATE**

5. **ADOPTED RESOLUTION 2016-09:** A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WEST PARK, FLORIDA, FULLY SUPPORTING BROWARD COUNTY ORDINANCE 2015-45; PROVIDING FOR AN EFFECTIVE DATE.
6. **ADOPTED RESOLUTION 2016-10:** A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WEST PARK, FLORIDA, PIGGYBACKING THE TOWN OF PALM BEACH, FLORIDA'S REQUEST FOR PROPOSAL #2015-30 TO PROVIDE BILLING ACCOUNT COLLECTIONS FOR EMERGENCY MEDICAL SERVICES AND OTHER ACCOUNTS RECEIVABLE FROM APPLIED BUSINESS SERVICES, INC.; AUTHORIZING THE CITY ADMINISTRATOR TO TAKE NECESSARY AND EXPEDIENT ACTION; PROVIDING FOR AN EFFECTIVE DATE

9. **CITY MANAGER'S REPORT – W. Ajibola Balogun**

A. **Status/Updates:**

i. **Update on FY 2014-15 Audit Preparation**

Mr. Balogun indicated that a memo was included in the Agenda packet concerning the tentative meeting schedule with the City's auditing firm.

(Supplemental materials for this item were submitted and are filed with the records of this meeting).

ii. **Concern Regarding the need for left turn signal at the intersection of Hallandale Beach Boulevard and SW 48 Avenue**

Mr. Balogun said he has secured a consultant to work on this matter and advised that Staff would bring an update in the future.

Commissioner Judeikis asked that Staff continue to pay attention to the concern for similar improvements on SW 40th Avenue and Hallandale Beach Boulevard.

(Supplemental materials for this item were submitted and are filed with the records of this meeting).

iii. **Consolidated Communication System**

Mr. Balogun referred to a memorandum previously received from Mayor Ryan of the City of Sunrise regarding the Consolidated

Communication System. He said he had spoken with the County Administrator's office and requested a meeting with County personnel to be better informed regarding this issue.

(Supplemental materials for this item were submitted and are filed with the records of this meeting).

iv. Annual Meeting with Legislators in Tallahassee – February 3 and 4, 2016

Mr. Balogun advised that the City Commission has been scheduled for the Annual meeting with legislators in Tallahassee on February 3 and 4.

(Supplemental materials for this item were submitted and are filed with the records of this meeting).

v. Ribbon Cutting Ceremony for New Computer Lab at Mary Saunders Park

Mr. Balogun advised that the new computer lab at Mary Saunders Park was complete and announced that Staff is tentatively planning a ribbon cutting ceremony for Monday, February 1 or Thursday, February 11, pending availability of the Commission members.

Commissioner Johnson said he thought it would be a good idea to look into programs to teach coding as part of the after school program or as part of the computer lab activities.

(Supplemental materials for this item were submitted and are filed with the records of this meeting).

vi. Monthly Free Fresh Produce and Dried Foods Giveaway – Thursday, January 28, 2016

Mr. Balogun announced that the next Free Fresh Produce and Dried Foods Giveaway was scheduled for Thursday, January 28, 2016 on the City Hall front lawn.

(Supplemental materials for this item were submitted and are filed with the records of this meeting).

B. Monthly Budget Report – December, 2015 – Chris Wallace, Finance Director

Mr. Wallace briefly presented the December, 2015 Budget Report.

10. NEW BUSINESS

11. FUTURE AGENDA ITEMS

**12. FOR THE GOOD OF THE ORDER & COMMISSIONER
COMMENTS/ANNOUNCEMENTS**

Commissioner Judeikis wished Happy Birthday to Ms. Pat Prutsman, a pioneer of the City.

Commissioner Johnson expressed gratitude to the Delta Sigma Beta for their service event on the Martin Luther King Jr. Holiday at the Carver Ranches Elementary School.

Vice Mayor Mack asked for a moment of silence in memory of Ms. Pearl Frazier, a pioneer of the City.

13. ADJOURNMENT

There being no further business to come before this Body, the meeting adjourned at 7:30 p.m.

Respectfully Submitted By:

Alexandra Grant, City Clerk

Approved at the _____ City Commission Meeting

Eric H. Jones, Mayor

RESOLUTION NO. 2016-17

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WEST PARK, FLORIDA, AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE THE ATTACHED AGREEMENT REGARDING THE BROWARD REDEVELOPMENT PROGRAM FOR FUNDING OF THE CITY'S COMPLETE STREET IMPROVEMENT PROJECT ON BARACK OBAMA BOULEVARD (SW 40TH AVENUE); PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, City of West Park, is a municipal corporation existing under the laws of the State of Florida, hereinafter referred to as "City;" and

WHEREAS, this Agreement is entered into pursuant to Section 163.01, Florida Statutes, also known as the "Florida Interlocal Cooperation Act of 1969"; and

WHEREAS, the Board of County Commissioners of Broward County, Florida, hereinafter referred to as the "Board," on April 23, 2013, approved the Broward Redevelopment Program as Agenda Item #34, for the public purpose of removing blighting conditions, job creation, and economic development in Broward County; and

WHEREAS, all projects to be funded through the Broward Redevelopment Program are either within the boundaries of a community redevelopment area or areas that have been designated in a county or municipal resolution or ordinance defining the area boundary and determining that the area meets the blighting conditions as described in Chapter 163, Part III, Florida Statutes; and

WHEREAS, projects that are eligible to apply for Broward Redevelopment Program funding include public improvements; and

WHEREAS, the project is the reconstruction of a portion S.W. 40th Avenue (Barack Obama Boulevard) within the City, including sidewalks, bicycle lanes, street lighting, landscaping and irrigation, for a total funding amount not to exceed Nine Hundred Fifty Thousand and 00/100 Dollars (\$950,000.00), hereinafter referred to as the "Project"; and

WHEREAS, the Board approved the Project on September 17, 2015, as part of Agenda Item #31; and

WHEREAS, the City and the County hereby agree that the Project, during the term of this Agreement and any amendments thereto, shall be funded through non ad

valorem revenue sources pursuant to the requirements of the Broward Redevelopment Program; and

WHEREAS, the Project has been deemed to be eligible for the Broward Redevelopment Program as the Project addresses the public purposes of economic development, job creation, and removal of blighting conditions so as to have long-term positive impacts on the community by providing a decent, secure, and attractive living and working environment; and

WHEREAS, the City has submitted design plans as part of the application, the cost estimate of the County staff compares favorably with the City's submitted cost estimate, and the submitted contributions from non-County sources appear reasonable for the estimated total project cost; and

WHEREAS, the City, as part of the application, has submitted that thirteen (13) new permanent jobs will be created as a result of this Project; and

WHEREAS, the parties desire to enter into an agreement to delineate their areas of responsibility with respect to the Project and funding, hereinafter referred to as "Agreement" which is attached hereto as Exhibit "A."

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WEST PARK, FLORIDA, AS FOLLOWS:

Section 1. Adoption of Representations. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

Section 2. Authority of City Administrator. The City Commission of the City of West Park, Florida hereby authorizes the Mayor and City Administrator to execute the Agreement between the City of West Park and Broward County for the provision of grant funding for the City's Complete Street Improvement project on Barack Obama Boulevard (SW 40th Avenue), as described in Exhibit "A" attached hereto. The City Administrator is further authorized to take all necessary and expedient action to carry out the aims of this Resolution, including such modifications to the application as may be necessary to facilitate timely submission thereof.

Section 3. Effective Date. This Resolution shall be effective immediately upon its passage and adoption.

PASSED and ADOPTED this 2nd day of March 2016.

Eric H. Jones, Jr., Mayor

ATTEST:

Alexandra Grant, City Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

Burnadette Norris-Weeks, Esq.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Dorsett	_____ (Yes)	_____ (No)
Commissioner Johnson	_____ (Yes)	_____ (No)
Commissioner Judeikis	_____ (Yes)	_____ (No)
Vice-Mayor Mack	_____ (Yes)	_____ (No)
Mayor Jones	_____ (Yes)	_____ (No)

Return recorded document to:
Broward County Housing Finance and
Community Redevelopment Division
110 NE 3rd Street, 3rd Floor
Fort Lauderdale Florida, 33301

Document prepared by:
Maite Azcoitia, Deputy County Attorney
Broward County Attorney's Office
Governmental Center, Room 423
115 South Andrews Avenue
Fort Lauderdale, FL 33301

INTERLOCAL AGREEMENT

This is an Interlocal Agreement, made and entered into by and between BROWARD COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY,"

AND

CITY OF WEST PARK, a municipal corporation existing under the laws of the State of Florida, hereinafter referred to as "CITY."

WHEREAS, this Agreement is entered into pursuant to Section 163.01, Florida Statutes, also known as the "Florida Interlocal Cooperation Act of 1969"; and

WHEREAS, the Board of County Commissioners of Broward County, Florida, hereinafter referred to as the "Board," on April 23, 2013, approved the Broward Redevelopment Program as Agenda Item #34, for the public purpose of removing blighting conditions, job creation, and economic development in Broward County; and

WHEREAS, no Broward Redevelopment Program funds will be awarded to a community redevelopment area created pursuant to Chapter 163, Part III, Florida Statutes, that is receiving the COUNTY's tax increment financing, or to a specific project that has previously received funding through the Broward County Redevelopment Capital Program as set forth in Chapter 19, Part III, of the Broward County Administrative Code; and

WHEREAS, all projects to be funded through the Broward Redevelopment Program are either within the boundaries of a community redevelopment area or areas that have been designated in a county or municipal resolution or ordinance defining the area boundary and determining that the area meets the blighting conditions as described in Chapter 163, Part III, Florida Statutes; and

WHEREAS, projects that are eligible to apply for Broward Redevelopment Program funding include public improvements; and

WHEREAS, the Board approved Broward Redevelopment Program funding for Fiscal Year 2015 on March 17, 2015, and CITY submitted an application for funding for a project, said project having been reviewed and recommended for approval to the Board; and

WHEREAS, the project is the reconstruction of a portion S.W. 40th Avenue (Barack Obama Boulevard) within the CITY, including sidewalks, bicycle lanes, street lighting, landscaping and irrigation, for a total funding amount not to exceed Nine Hundred Fifty Thousand and 00/100 Dollars (\$950,000.00), hereinafter referred to as the "Project"; and

WHEREAS, the Board approved the Project on September 17, 2015, as part of Agenda Item #31; and

WHEREAS, the CITY and the COUNTY hereby agree that the Project, during the term of this Agreement and any amendments thereto, shall be funded through non ad valorem revenue sources pursuant to the requirements of the Broward Redevelopment Program; and

WHEREAS, the Project has been deemed to be eligible for the Broward Redevelopment Program as the Project addresses the public purposes of economic development, job creation, and removal of blighting conditions so as to have long-term positive impacts on the community by providing a decent, secure, and attractive living and working environment; and

WHEREAS, the CITY has submitted design plans as part of the application, the cost estimate of the COUNTY staff compares favorably with the CITY's submitted cost estimate, and the submitted contributions from non-County sources appear reasonable for the estimated total project cost; and

WHEREAS, the CITY, as part of the application, has submitted that thirteen (13) new permanent jobs will be created as a result of this Project; and

WHEREAS, the parties desire to enter into an agreement to delineate their areas of responsibility with respect to the Project and funding, hereinafter referred to as "Agreement,"

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, the COUNTY and the CITY agree as follows:

ARTICLE 1 - DEFINITIONS

For the purpose of this Agreement, the following definitions apply unless the context in which the word or phrase is used clearly indicates a different meaning:

1.1 Application shall mean the application for funding for the Project under the Broward Redevelopment Program that was submitted to the COUNTY by the CITY. The terms, conditions, certifications, requirements, and statements contained within the application are specifically incorporated into this Agreement as obligations of the CITY. The Application is kept on file in the office of the Director, Broward County Housing Finance and Community Redevelopment Division.

1.2 County Administrator shall mean the administrative head of Broward County appointed by the Board of County Commissioners.

1.3 Economic development shall mean a project or activity that creates an identified number of new permanent jobs as detailed in the application for funding under the Broward Redevelopment Program.

1.4 Public improvements shall mean improvements which further redevelopment including:

Utility improvements (upsizing to accommodate development or redevelopment);
Transportation improvements (roadways, turn lanes, crosswalks, etc.);
Construction or expansion of public parking;
Streetscaping to facilitate access to businesses, employment, and transit; and
Landscaping and irrigation associated with the utility, transportation, public parking, or streetscaping improvement, not to exceed twenty percent (20%) of the cost of the improvement.

1.5 Redevelopment shall mean projects which address public purposes of removing blighting conditions and facilitating economic development opportunities and job creation, which public purposes have long-term positive impacts on the community by providing a decent, secure, and attractive living and working environment.

ARTICLE 2 - SCOPE/PROJECT

2.1 The Project is located on S.W. 40th Avenue (Barack Obama Boulevard), between Countyline Road and Pembroke Road, in West Park, Florida, within the redevelopment area as described in Exhibit "A."

2.2 The CITY and the COUNTY hereby agree that the Project was approved by the COUNTY as follows:

The City of West Park proposes to address slum and blight within an underserved community of low-to-moderate income residents by improving the current public infrastructure:

- Roadway reconstruction with sidewalk that includes Americans with Disabilities Act (ADA) accessibility

- Construction of bike lanes
- Installation of streetlights
- Installation of landscaping materials, with irrigation system

2.3 The CITY hereby agrees to comply with all the terms, requirements, and conditions of this Agreement.

2.4 No Broward Redevelopment Program funds shall be used to clean up or remediate a contaminated site.

2.5 The CITY is responsible for implementing and conforming to the terms and conditions of this Agreement. The CITY shall provide to the COUNTY advance notice of all public meetings related to the Project. The CITY shall keep the COUNTY informed throughout the planning, design, and construction of the Project.

2.6 The CITY shall establish and maintain a separate account for funds received from the COUNTY pursuant to the Broward Redevelopment Program.

ARTICLE 3 - TERM OF AGREEMENT

3.1 The effective date of this Agreement shall be the date of the last signature of the parties to the Agreement.

3.2 The termination date of this Agreement shall be August 31, 2019.

ARTICLE 4 - PAYMENTS/OBLIGATIONS

4.1 The total maximum financial grant of the COUNTY for the Project shall not exceed Nine Hundred Fifty Thousand and 00/100 Dollars (\$950,000.00). Landscaping and irrigation costs associated with the Project shall not exceed One Hundred Ninety Thousand and 00/100 Dollars (\$190,000.00), which is twenty percent (20%) of Nine Hundred Fifty Thousand and 00/100 Dollars (\$950,000.00), or the actual cost of the landscaping and irrigation, whichever is less.

4.2 No COUNTY disbursement shall be made until each milestone identified for the approved Project is achieved. The milestones for this Project are as follows:

- a. The first milestone shall be submittal by the CITY to the COUNTY of evidence of Project site control acceptable to the COUNTY, an executed construction contract, approved plans to commence the Project, and all required development and permit approvals to commence construction of the Project.

Upon approval by the COUNTY of the construction contract, the plans, and the development and permit approvals for the Project, a disbursement in the amount of Three Hundred Sixteen Thousand Six Hundred Sixty-seven and

00/100 Dollars (\$316,667.00) shall be made to the CITY.

- b. The second milestone shall be at the completion of the Project, which shall be no later than three (3) years after the effective date of this Agreement. Completion will be deemed to have occurred when the CITY submits all receipts, approved permits, certificates of completion, if any, copies of all permits with all required sign-offs, and all other necessary documentation indicating the work for the Project has been completed in a satisfactory manner. Final required sign-off shall include a professional engineer's signing and sealing that the Project is complete and operational, in substantial conformance with the plans and specifications.

At the completion of the Project, the CITY shall provide verified actual costs satisfactorily demonstrated to have been expended by the CITY for completion of the Project, in the minimum amount of the initial disbursement of Three Hundred Sixteen Thousand Six Hundred Sixty-seven and 00/100 Dollars (\$316,667.00), and in an amount not to exceed Nine Hundred Fifty Thousand and 00/100 Dollars (\$950,000.00). Upon satisfactory review and approval of all required documentation from the CITY, the COUNTY shall pay the CITY an amount not to exceed Six Hundred Thirty-three Thousand Thirty-three and 00/100 Dollars (\$633,333.00), the balance on the total contract amount after the initial disbursement.

- c. The CITY agrees that all COUNTY funds disbursed to the CITY for the Project shall be returned to the COUNTY if the Project is not completed and operational within three (3) years after the effective date of this Agreement.

4.3 At a minimum, documentation required for the COUNTY's payment shall include:

- a. A signed letter from the Mayor or City Manager certifying completion of the milestone;
- b. As applicable, all contracts entered into in connection with the Project, detailing the scope of work and Project costs;
- c. For the second milestone, itemized actual costs with copies of supporting invoices; and
- d. For the second milestone, evidence of payment of Project costs by the CITY, which at a minimum will include copies of canceled checks or wire transfers.

4.4 All documentation is subject to the COUNTY's review and approval prior to payment. The documentation shall be submitted in electronic format acceptable to the COUNTY. The COUNTY may require that the CITY furnish such additional materials and information as the COUNTY believes relevant to support the request for payment. Funds shall be

processed for disbursement within thirty (30) days after completion of the COUNTY's review and approval of the complete documentation.

ARTICLE 5 - REPORTING REQUIREMENTS

In addition to the reporting requirements listed in Sections 163.356, 163.362, and 163.387, Florida Statutes, which are due by March 31 of each year, the CITY shall submit to the COUNTY on the anniversary date of the effective date of this Agreement, a detailed Annual Report of the progress made in carrying out the Project. This Annual Report shall include the Project development schedule, showing updates as appropriate, and a critical path timeline as to overall redevelopment within the declared redevelopment area. Additionally, the Annual Report shall include time frames and benchmarks including, but not limited to, accounting of COUNTY funding, enhancements to the tax base, any leverage of private or public funds, costs and revenues, growth in new business, number of jobs created and maintained, removal of blighting conditions, reduction in code violations, improvements to infrastructure, and ongoing benefits to the broader community. Financial information must include both expenditures for the current fiscal year and cumulative financial information for the Project. Also, a detailed six (6) month Progress Report shall be delivered to the COUNTY every six (6) months after the effective date herein, except that the second Progress Report may be combined with the Annual Report. Each Progress Report shall contain Project performance information to include descriptions of the implementation activities undertaken, the achievement of milestones and benchmarks, the compliance with the established development schedule/time frames, the actual costs/expenditures, and the number of jobs created and maintained. The Annual Report and Progress Reports shall contain sufficient information for the COUNTY to determine if the Project conforms to this Agreement and the Broward Redevelopment Program, and shall be in a format acceptable to the COUNTY.

ARTICLE 6 - TERMINATION

6.1 This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in a written notice provided by the COUNTY, which termination date shall be not less than thirty (30) days after the date of such written notice. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances in the event the County Administrator determines that termination is necessary to protect the public health, safety, or welfare, or upon request of the CITY. If the COUNTY erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

6.2 This Agreement may be terminated for cause for reasons including, but not limited to, the CITY's repeated (whether negligent or intentional) submission for payment of false

or incorrect bills or invoices, failure to suitably perform the work, or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement. The Agreement may also be terminated for cause if the CITY is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, or if the CITY provides a false certification submitted pursuant to Section 287.135, Florida Statutes.

6.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by the County Administrator, which the County Administrator deems necessary to protect the public health, safety, or welfare, may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement. In the event this Agreement is terminated for cause, the CITY shall return all sums paid by the COUNTY under the Agreement through the termination date specified in the written notice of termination.

6.4 In the event this Agreement is terminated for convenience to protect the public health, safety, or welfare, the CITY shall be paid for all work executed and actual expenses incurred prior to termination, including commitments which had become firm prior to the termination. All actual expenses incurred shall have sufficient back-up documentation to verify that such expenses were actually incurred by the CITY. The CITY acknowledges that it has received good, valuable, and sufficient consideration from the COUNTY, the receipt and adequacy of which are hereby acknowledged by the CITY, for the COUNTY's right to terminate this Agreement for convenience.

ARTICLE 7 - MISCELLANEOUS PROVISIONS

7.1 The parties and their counsel have participated fully in the drafting of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

7.2 Nothing herein is intended to serve as a waiver of sovereign immunity by any party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. Pursuant to Section 768.28, Florida Statutes, CITY shall be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law.

7.3 The CITY is an entity subject to Section 768.28, Florida Statutes, and shall furnish the COUNTY with written verification of liability protection in accordance with state law prior to final execution of this Agreement.

7.4 The COUNTY shall have the right to audit the books, records, and accounts of the CITY and its subcontractors that are related to this Project. The CITY and its

subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of the CITY and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, the CITY or its subcontractors, as applicable, shall make same available at no cost to the COUNTY in written form.

The CITY and its subcontractors shall preserve and make available, at reasonable times for examination and audit by the COUNTY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by the COUNTY to be applicable to the CITY and its subcontractors' records, the CITY and its subcontractors shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by the CITY or its subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for the COUNTY's disallowance and recovery of any payment upon such entry. The CITY shall ensure that the requirements of this Section 7.4 are included in all agreements with its subcontractors.

7.5 This Agreement incorporates and includes all prior negotiations, correspondence, agreements, or understandings applicable to the matter contained herein; and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or incorporated into this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no change, amendment, alteration, or modification in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith by all parties to this Agreement.

7.6 The respective obligations of the parties set forth in this Agreement shall not be assigned, in whole or in part, without the written consent of the other party.

7.7 If the performance of this Agreement, or any obligation hereunder is prevented by reason of hurricane, earthquake, or other casualty caused by nature, or by labor strike, war, or by a law, order, proclamation, regulation, or ordinance of any governmental agency, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, provided that the party so affected shall first have taken reasonable steps to avoid and remove such cause of non-performance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other party in writing and resume performance hereunder whenever such causes are removed; provided, however, that if such non-performance exceeds sixty

(60) days, the party that is not prevented from performance by the force majeure event shall have the right to terminate this Agreement upon written notice to the party so affected. This section shall not supersede or prevent the exercise of any right the parties may otherwise have to terminate this Agreement.

7.8 Whenever either party desires to give notice to the other, such notice must be in writing and sent by United States mail, return receipt requested, courier evidenced by a delivery receipt, electronically or facsimile, evidenced by a delivery receipt, or by an overnight express delivery service, evidenced by a delivery receipt, addressed to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice. Notice shall be effective upon delivery as evidenced by a delivery receipt.

FOR THE COUNTY: Director, Housing Finance and Community
Redevelopment Division
110 N.E. 3rd Street
Fort Lauderdale, Florida 33301

With a copy to: Broward County Attorney's Office
Suite 423, Governmental Center
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

FOR THE CITY: City Manager
City of West Park
1965 South SR7
West Park, FL 33023

With a copy to: City Clerk
City of West Park
1965 South SR7
West Park, FL 33023

7.9 The parties may amend this Agreement to conform to changes in federal, state, or local laws, regulations, directives, and objectives. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed with the same formality and of equal dignity herewith or other delegated authority to or otherwise authorized to execute same on their behalf.

7.10 Each party shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

7.11 The waiver by either party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing similar or dissimilar failure.

7.12 In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless the CITY or the COUNTY elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) calendar days after notice of the court's final determination. For the purposes of this section, final shall mean the expiration of time within which to file an appeal or the conclusion of any appellate proceeding and the granting of an order. In such event, the parties agree to cooperate fully with each other to effectuate a smooth transition of services.

7.13 The COUNTY and the CITY are each an independent contractor under this Agreement. Services provided by each party pursuant to this Agreement shall be subject to the supervision of said party. In providing such services, neither the CITY nor its agents shall act as officers, employees, or agents of the COUNTY. No partnership, joint venture, or other joint relationship is created hereby. The COUNTY does not extend to the CITY or its agents any authority of any kind to bind the COUNTY in any respect whatsoever.

7.14 This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The parties acknowledge that jurisdiction of any controversies or legal disputes arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, THE CITY AND THE COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, ARISING FROM, OR IN CONNECTION WITH THIS AGREEMENT.**

7.15 The truth and accuracy of each "Whereas" clause set forth above are acknowledged by the parties and each clause is hereby incorporated into this Agreement.

7.16 This Agreement shall be recorded in the Public Records of Broward County, in accordance with the Florida Interlocal Cooperation Act of 1969.

7.17 Multiple copies of this Agreement may be fully executed by all parties, each of which shall be deemed to be an original.

7.18 Neither the CITY nor the COUNTY intends that any person shall have a cause of action against either of them as a third party beneficiary under this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this

Agreement. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

7.19 Whenever any words are used in this Agreement in the masculine gender, they shall be construed as though they were also used in the feminine or neuter gender in all situations where they would so apply, and whenever any words are used in this Agreement in the singular form, they shall be construed as though they were also used in the plural form in all situations where they would so apply.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the 17th day of September, 2015; and the CITY OF WEST PARK, signing by and through its _____, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through its Board of County Commissioners

Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners

By _____
Mayor
____ day of _____, 2015

Insurance requirements
approved by Broward County
Risk Management Division

Approved as to form by
Joni Armstrong Coffey
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By _____
Signature (Date)

By _____
Maite Azcoitia (Date)
Deputy County Attorney

Print Name and Title above

MA/
01/11/16
#15-129
BRPWestPark-a02

INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF WEST PARK

CITY OF WEST PARK

ATTEST:

CITY OF WEST PARK

City Clerk

By: _____
Mayor

_____ day of _____ 20__

Approved as to form:

By: _____
City Attorney

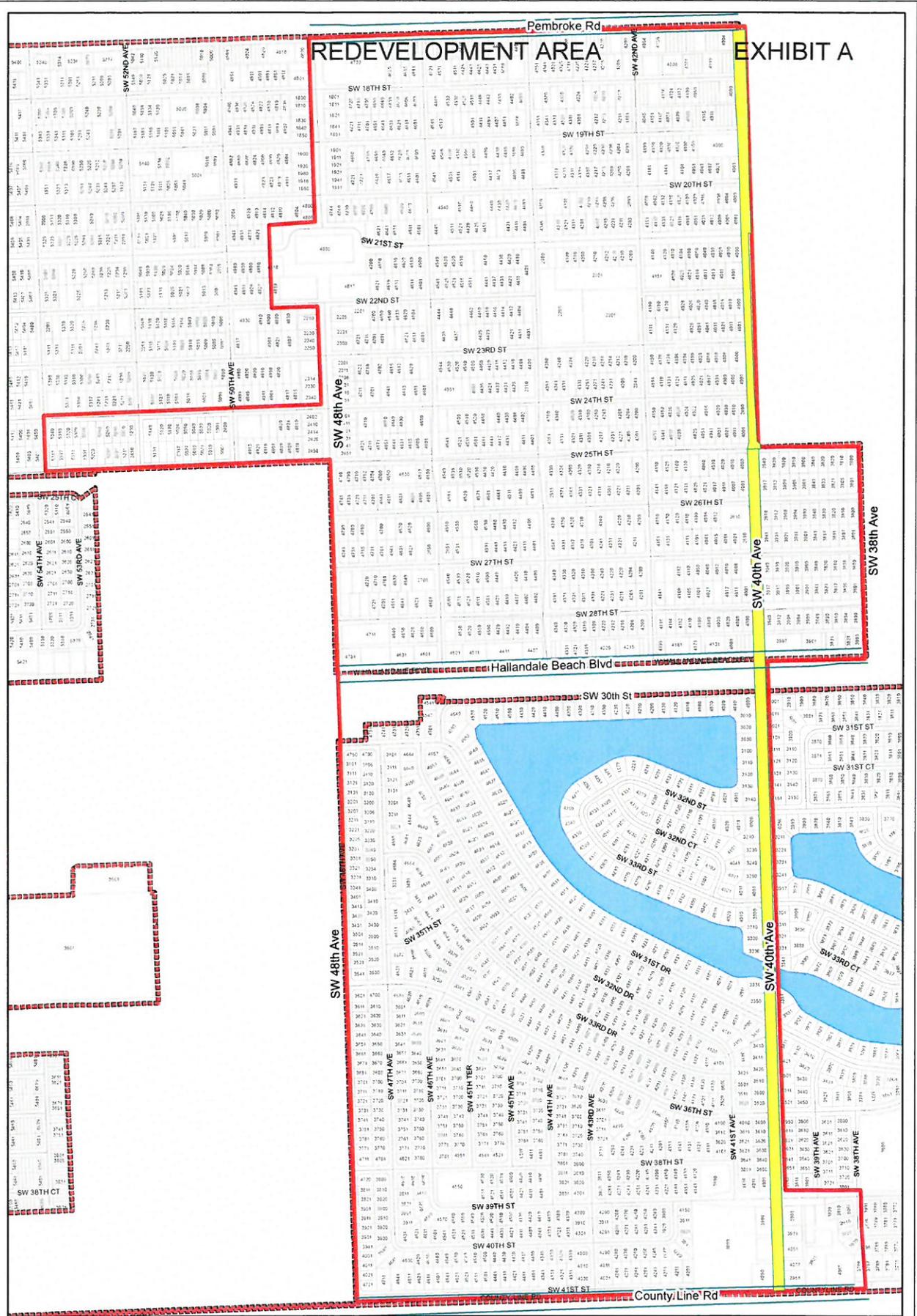
_____ day of _____ 20__

EXHIBIT "A"

Redevelopment Area

REDEVELOPMENT AREA

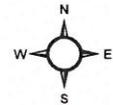
EXHIBIT A



- Legend**
- Project Area
 - Subject Area
 - ROW Highlight
 - Parcels
 - Streets



The City of West Park East Address Map



GIS Produced and maintained by the CGA Geographic Information Systems Center

Calvin, Giordano & Associates, Inc. PROFESSIONAL CORPORATION

Map ID: WP MS-15-01.5
Print Date: 2/12/2016

RESOLUTION NO. 2016-18

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WEST PARK, FLORIDA, ADOPTING THE CITY OF WEST PARK'S 2016 FEDERAL LEGISLATIVE PRIORITY LIST ATTACHED HERETO; AUTHORIZING THE CITY ADMINISTRATOR TO TAKE NECESSARY ACTION TO CARRY OUT THE AIMS OF THIS RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of West Park desires to target federal funding in order to enhance and improve City streets, parks, infrastructure and programs; and

WHEREAS, the City Administrator has recommended a federal legislative priority list for the 2016 legislative session; and

WHEREAS, the City Commission of the City of West Park, Florida desires to adopt the recommended federal legislative priority list.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WEST PARK, FLORIDA, THAT:

Section 1. Adoption of Representations. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and the same are hereby made a specific part of this Resolution.

Section 2. Adoption of 2016 Legislative Priority List. The City of West Park's 2016 Federal Legislative Priority List, attached hereto as Exhibit "A", is hereby adopted. The City Administrator is authorized to take all action necessary to implement the purpose of this Resolution, including transmittal to the proper agencies.

Section 3. Effective Date. This Resolution shall be effective immediately upon adoption hereof.

PASSED and ADOPTED this 2nd day of March 2016.

Eric H. Jones, Jr., Mayor

ATTEST:

Alexandra Grant, City Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

Burnadette Norris-Weeks, Esq.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Dorsett	_____ (Yes)	_____ (No)
Commissioner Johnson	_____ (Yes)	_____ (No)
Commissioner Judeikis	_____ (Yes)	_____ (No)
Vice-Mayor Mack	_____ (Yes)	_____ (No)
Mayor Jones	_____ (Yes)	_____ (No)

"EXHIBIT A"

City of West Park

Federal Legislative Priority List

2016 Congress Session

City of West Park Legislative Request 2016 Congress Session

- | | |
|---|-----------------|
| 1. S.W. 40 th Avenue Complete Street Improvement
(From County line Road to Pembroke Road) | \$1,500,000.00 |
| 2. Cultural Center at McTyre Park– Phase I | \$20,000,000.00 |
| 3. Economic Development- Preparation of Retention Pond
For Redevelopment (Public Private Partnership
Development) | \$3,900,000.00 |
| 4. Neighborhood Traffic Calming – Implementation
(Study Areas A, B, & C) | \$2,500,000.00 |
| 5. Senior Programing
\$250,000.00 | |
| 6. Youth Crime Prevention | \$250,000.00 |

City of West Park Legislative Request 2016 Congress Session

1. SW 40th Avenue Complete Street Improvement (Pembroke Road to County Line Road)

This much needed transportation enhancement project will provide complete street improvements along SW 40th Avenue. This project consists of the construction of approximately 1.5 miles of a transportation enhancement roadway that includes storm water system upgrades, approximately 3,500 square yards of concrete sidewalk; resurfacing of 1.5 miles of roadway; installation of pedestrian streetlights; construction of approximately 4,000 linear feet of a 4 ft. bike lane; construction of landscaped traffic calming elements; installation of trees with ground covers and sod. The project corridor benefits four cities and serves as a transportation route for a total population of 267,037.

Project Cost: 1,500,000,000.

2. Cultural Center at McTyre Park-Phase-I (Building Construction)

The City of West Park adopted the McTyre Park Master Plan. This project consists of design and construction of a Multi-purpose Center on the 18.4 acres of Public Park. The Multipurpose cultural center will house a performing theater, multipurpose room, three multipurpose courts for basketball, tennis, volleyball and other activities. This new facility will create much needed jobs for the surrounding community. The plan was approved by the City Commission with input from the community.

Project Cost: \$20,000,000.00

3. Economic Initiative - Preparation of Retention Ponds for Redevelopment

This project consists of the preparation of active retention ponds for redevelopment. The process includes the installation of a single precast concrete modular storm water management system. This system will allow for the ponds to be retrofitted with the concrete modular which will retain and clean the storm water and allow the area to be covered for the use of building a structure in the footprint of an area where the pond exists. Upon development of the retention ponds the areas will be viable and sustainable to create jobs, and increase property values while maintaining clean water in the precast structure. This funding would also allow for the development of vacant and under-utilized parcels along Federal Highway 411, and it would create new jobs.

Project Cost: \$3,900,000.00

Location of Retention Pond 1:

South State Road 7 & Hallandale Beach Blvd

Project Cost: \$2,031,202.00

Location of Retention Pond 2:

3151 South State Road 7

Project Cost: \$799,369.73

Location of Retention Pond 3:

South State Road 7 & S.W. 36th Street

Project Cost: \$979,361.01

**4. Neighborhood Traffic Calming
(Study Areas A, B, & C)**

Plan – Phase I:

This project will address neighborhood traffic calming with the overall concern for safety on local residential streets. Traffic calming will include redesign of streets, traffic circles, street humps, chokers, roadway striping, median closures, speed lump/speed cushions, textured pavements, Center Island narrowing, and other traffic calming improvements elements. Following are the three areas that are being proposed for traffic:

Area A

North Boundary: Hallandale Beach Boulevard

South Boundary: County line Road (NE 215th St.)

Western Boundary: State Road 7

Eastern Boundary: SW 56th Avenue

Area B

North Boundary: Pembroke Road

South Boundary: Hallandale Beach Blvd.

Western Boundary: SW 58th Avenue

Eastern Boundary: SW 40th Avenue

Area C

North Boundary: Hallandale Beach Boulevard

South Boundary: County line Road

Western Boundary: SW 48th Avenue

Eastern Boundary: SW 32nd Avenue

Estimated cost: 2,500,000.00

Phase 1: 500,000.00

Phase 2: 500,000.00

Phase 3: 500,000.00

Phase 4: 500,000.00

Phase 5: 500,000.00

5. Senior Programming

In keeping with the nation's desire to enhance the quality of life for our senior residents, the Senior Program will support high quality low-cost activities and nutrition for senior residents. The program will provide weekly activities through shuttle bus transportation, credentialed and courteous staff services, social interaction, recreational outings, health fairs, exercise and nutrition. This program will minimize service gaps for our senior population that may suffer from depression, anxiety, loneliness and other ailments that plague our elderly residents.

Estimated cost is \$250,000.00

6. Youth Crime Prevention

The City of West Park is in need of assistance to address the issue of truancy and crime prevention within South Broward. The City is ranked as the third (3rd) highest community with schools that have multiple risk factors. These risk factors include, but are not limited to suicide, truancy, juvenile crime, teenage pregnancy, alcohol and drug abuse, and other negative behavior patterns. According to the Association of Supervision and Curriculum Development (ASCD), these risk factors can lead to the detriment of a student's capacity to envision or achieve success. As part of the City's commitment to provide quality Youth Programming that will deter truancy, bullying and other negative behavior among school-age children, funding is being requested to support after school and summer programming, and the production of a skit that will feature the City and students as actors. Early intervention is essential to preventing and deterring negative behavior and any potential for criminal activity. Our low-income, at risk community is seeking support that will create a positive impact on students. Support is needed for this community outreach for crime prevention and anti-bullying.

Project Cost: 250,000.00

RESOLUTION NO. 2016-19

A RESOLUTION OF THE CITY OF WEST PARK, FLORIDA, AUTHORIZING CITY STAFF TO PREPARE ALL NECESSARY DOCUMENTS; SCHEDULE PUBLIC WORKSHOPS AND HEARINGS AND COORDINATE WITH BROWARD COUNTY FOR PROPOSED FUTURE EXPANSION OF THE TRANSIT ORIENTED CORRIDOR ZONING DISTRICT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of West Park ("City") desires to expand the Transit Oriented Corridor Zoning District ("TOC Zoning District") to include: 1) non-residential parcels immediately east of the present-day boundary to approximately SW 58th Avenue between Pembroke Road and Hallandale Beach Boulevard; 2) parcels east of the present-day boundary to approximately SW 59th Terrace between Hallandale Beach Boulevard and County-line Road, and 3) all parcels along the entire northern boundary of the City along Pembroke Road from SR7/US 441 east to SW 40th Avenue, south to SW 19th Street; and

WHEREAS, the rationale for the expansion of the boundary seeks to: 1) increase the City's stock of commercial land-use, reduce the burden on residential property tax payers, who presently carry the majority of the burden of paying for city-related expenses; 2) facilitate the aggregation of land for "smart", transit-oriented development; 3) provide the City of West Park with destination-scale development opportunities to increase the tax base; 4) enhance the quality of life of the residents by providing greater access to nearby goods and services and jobs to increase the image and brand of the City; and 5) generate opportunities for investors and local businesses to invest in West Park in a manner that will provide greater economic sustainability and return on investment for the City; and

WHEREAS, due to the proposed increase in area, the TOC Zoning District will foster changes in the City and it is important to ensure that these changes are controlled in manners that go beyond what zoning policies presently allow; and

WHEREAS, it is a critical component of the proposed changes to ensure that the residential properties will front or abut the newly defined TOC Zoning District and be buffered in a manner that is conducive to an increase in access to well-designed and high-quality public space, urban elements that facilitate alternate means of transportation and ultimately situate those properties in a position where they too can receive economic benefits from the zoning changes and which will provide an increase in quality of life for their residents, and

WHEREAS, to ensure, because development will not occur all at once, that as development and projects come to fruition that they are in keeping with a consistent 'look' and 'feel' with the goal of creating a well-conceived, consistent and contiguous quality along the corridors; and

WHEREAS, a second critical component of the project is the public outreach necessary to ensure that all residents are given an opportunity to be exposed to the parameters and proposals of the zoning change are provided with all the information and are given the opportunity to comprehend the benefits that the proposed zoning changes will have both for the City of West Park and for their individual properties; and

WHEREAS, the City intends to begin the public outreach component in order to expand the TOC Zoning District to include a two-fold strategy that will include: 1) holding two (2) public outreach meetings at easily accessible park locations; 2) holding two (2) public outreach meetings at City Hall in the Commission Chambers; 3) the City plans to produce an informational, printed brochure that will outline the description of the project, its benefits, and its impacts so meeting attendees can distribute to other residents in their respective communities who, for one reason or another, may not have had an opportunity to attend any of the four (4) public meetings.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WEST PARK, FLORIDA, AS FOLLOWS:

Section 1. Adoption of Representations. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Ordinance.

Section 2. Authorization of City Staff. The City Commission of the City of West Park, Florida hereby authorizes City staff to prepare all necessary documents, schedule public workshops, hearings and coordinate with Broward County for the proposed future expansion of the Transit Oriented Corridor Zoning District.

Section 3. Effective Date. This Resolution shall be effective immediately upon its passage and adoption.

PASSED and ADOPTED this 2nd day of March 2016.

Eric H. Jones, Jr., Mayor

ATTEST:

Alexandra Grant, City Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

Burnadette Norris-Weeks, Esq.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Dorsett	_____ (Yes)	_____ (No)
Commissioner Johnson	_____ (Yes)	_____ (No)
Commissioner Judeikis	_____ (Yes)	_____ (No)
Vice-Mayor Mack	_____ (Yes)	_____ (No)
Mayor Jones	_____ (Yes)	_____ (No)



MEMORANDUM

To: W. Ajibola Balogun, City Administrator
From: Richard D. Cannone, AICP, Planning Administrator
Gianno Feoli, Director of Landscape Urbanism
Date: February 22, 2016
Re: SR7-US441 Zoning – Status Update
Project #: 15-7529

Following the Phase I analysis of the approved scope, which included analyses on spatial characteristics and conditions, existing land use and ownership patterns, potential probabilities for land aggregation to drive development and beautification standards and thresholds, we have developed a preliminary strategy for re-envisioning the TOC

A fundamental part of this new vision is recommended as the expansion of the present-day boundaries of the TOC to include

- non-residential parcels immediately east of the present-day boundary until approximately SW 58th Avenue between Pembroke Road and Hallandale Beach Boulevard,
- parcels east of the present-day boundary until approximately SW 59th Terrace between Hallandale Beach Boulevard and County-line Road, and
- all parcels along the entire northern boundary of the City along Pembroke Road from SR7/US 441 east to SW 40th Avenue, south to SW 19th Street.

The rationale for the expansion of the boundary seeks to

- increase the City's stock of commercial land-use to reduce the burden on residential property tax payers, who presently carry the majority of the burden of paying for city-related expenses
- it will facilitate the aggregation of land for "smart", transit-oriented development
- it will provide the City of the West Park with destination-scale development opportunities to increase the tax base,
- it will enhance the quality of life of the residents by providing greater access to nearby goods and services and jobs,
- it will increase the image and brand of the City, and
- it will generate opportunities for investors and local businesses to invest in West Park in a manner that provides greater economic sustainability and return on investment.

Because the increase in area for the TOC Zoning District will foster changes in the City, it is important to ensure that these changes are controlled in manners that go beyond what zoning policies allow for. This is a critical component to ensure that (a) the residential properties that will be fronting or abutting the newly defined TOC will be buffered in a manner that is conducive to an increase in their access to well-designed and high-quality public

space, urban elements that facilitate alternate means of transportation and ultimately situate those properties in a position where they too can receive economic benefits from the zoning changes and which will provide an increase in quality of life for their residents, and (b) to ensure, because development will not occur all at once, that as development and projects come to fruition that they are in keeping with a consistent 'look' and 'feel' with the goal of creating a well-conceived, consistent and contiguous quality along the corridors. Attached is included an Additional Services scope that includes the drafting of a Public Realm and Streetscape Master Plan which will serve as the guiding document, together with the TOC Zoning, to ensure that this good urban quality is provided by all development.

A second critical component of the project is the public outreach necessary to ensure that all residents are given an opportunity to be exposed to the parameters and proposals of the zoning change, that they are provided with all the information and are given the opportunity to comprehend the benefits this zoning change will have both for the City of West Park and for their individual properties. The public outreach component is presently consisting of a two-fold strategy provided for in the attached Additional Services Agreement:

- we will be holding 2 public outreach meetings at easily accessible park locations and we will be holding 2 public outreach meetings at City Hall in the Commission Chambers. These public outreach meetings will be held at different times during the day and at different days of the week to provide for flexibility in residents' schedules.
- we will be producing an informational, printed brochure that will outline the description of the project, its benefits, and its impacts so attendees to meetings can distribute to other residents in their respective communities who, for one reason or another, may not have had an opportunity to attend any of the 4 public meetings.

Request

We respectfully request that the City Commission approve the recommendation of expanding the boundaries of the TOC.

ORDINANCE NO. 2007-05

AN ORDINANCE OF THE CITY OF WEST PARK, FLORIDA, AMENDING ORDINANCE 2007-03 BY CHANGING THE ZONING DESIGNATION FOR THE PROPERTY GENERALLY LOCATED ALONG STATE ROAD 7/441, BETWEEN PEMBROKE ROAD AND COUNTY LINE ROAD, WEST PARK FLORIDA, AS MORE SPECIFICALLY SET FORTH IN EXHIBIT "A" FROM THE ZONING DESIGNATIONS OF B-3, R-1P, R-1C AND C-1 TO THE TRANSIT ORIENTED CORRIDOR (TOC); AND AMENDING THE CITY' S ZONING MAP TO REFLECT SAID CHANGES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of West Park ("City") was incorporated on March 1, 2005; and

WHEREAS, pursuant to Ordinance 2007-02, the City adopted a Zoning Code Ordinance (Zoning Code) to be in effect until such time as it is modified, amended or replaced by the West Park City Commission; and

WHEREAS, the adopted Zoning Code provides for certain zoning designations; and

WHEREAS, for several months, the City has been in the process of submitting applications to change designations for property generally located along State Road 7/US 441, between Pembroke Road and County Line Road, West Park, Florida, as more specifically set forth in Exhibit "A" from designations of commercial, industrial and residential to Transit Oriented Corridor (TOC); and

WHRERAS, the proposed change in the zoning code will amend the use for certain parcels of property between Pembroke Road and County Line Road and

otherwise consistent with the TOC amendments that have been approved by the Broward County Planning Council; the Broward County Board of County Commissioners and the Department of Community Affairs; and

WHEREAS, the subject roadway is 88 acres and has adjacent parcels which include Commercial Industrial and Low Residential (5) designations; and

WHEREAS, the TOC would permit a maximum of 1,500 residential units to include 1,000 high rise units, 450 garden apartments and 50 townhouses; a hotel with 200 rooms; 500,000 square feet of commercial; and 575,000 square feet of office/flex space; and

WHEREAS, an amendment to the zoning code would allow greater densities and intensities within the corridor to support transit opportunities; and

WHEREAS, the City Administrator for the City of West Park has performed an analysis of the benefits of the TOC zoning changes and recommends that it be approved.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF WEST PARK, FLORIDA, AS FOLLOWS:

Section 1. Adoption of Representations.

The foregoing "Whereas" clauses are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Ordinance.

Section 2. Designation of Transit Oriented Corridor (TOC).

The land use designation of the property generally located along State Road 7/US 441, between Pembroke Road and County Line Road in West Park,

Florida, as more specifically set forth in Exhibit "A" attached hereto and incorporated by reference, is hereby changed from designations of B-3, R-1P, R-1C and C-1 to transit oriented corridor (TOC).

Section 3. Description of Transit Oriented Corridor (TOC).

The Transit Oriented Corridor for the subject property shall be developed in accordance with the design guidelines, uses, and standards as more specifically set forth in Exhibit "A", attached hereto and incorporated by reference.

Section 4. Amendment of Official Zoning Map.

The official zoning map of the City of West Park, as set forth in Exhibit "B", is hereby amended to incorporate the above-described change in zoning designation from the zoning designations of B-3, R-1P, R-1C and C-1 to the Transit Oriented Corridor (TOC).

Section 5. Severability.

If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

Section 6. Conflict & Repealer.

All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

Section 7. Inclusion In Code.

It is the intention of the City Commission of the City of West Park that the provisions of this Ordinance shall, at some time in the future, become and be made a part of the General Code of Ordinances of the City of West Park 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 8. No Orders, Permits or Land Uses to be Issued before Effective Date.

No development orders, development permits, or land uses dependent on this amendment may be issued or commenced before it has become effective.

Section 9. Effective Date.

This Ordinance shall take effect immediately upon its adoption on second reading.

Advertised this 8th day of April, 2007.

PASSED FIRST READING this 18th day of April 2007.

PASSED SECOND READING AND ADOPTED this 1st day of May 2007.



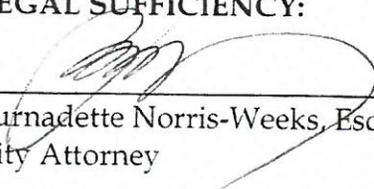
Eric H. Jones, Jr., Mayor

ATTEST:


Esther Coulson, City Clerk



**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**



Burnadette Norris-Weeks, Esq.
City Attorney

Moved by: Dorsett

Seconded by: Fyffe

VOTE:

Commission Member Brunson	<input checked="" type="checkbox"/> (Yes)	<input type="checkbox"/> (No)
Commission Member Fyffe	<input checked="" type="checkbox"/> (Yes)	<input type="checkbox"/> (No)
Commission Member Mack	<input checked="" type="checkbox"/> (Yes)	<input type="checkbox"/> (No)
Vice-Mayor Dorsett	<input checked="" type="checkbox"/> (Yes)	<input type="checkbox"/> (No)
Mayor Jones	<input checked="" type="checkbox"/> (Yes)	<input type="checkbox"/> (No)

ORDINANCE NO. 2016-01

AN ORDINANCE OF THE CITY OF WEST PARK, FLORIDA AMENDING PART II, CHAPTER 28, ARTICLE II, ENTITLED VARIANCES AND SPECIAL EXCEPTIONS TO CREATE SECTION 28-37 ENTITLED "DURATION OF SPECIAL EXCEPTIONS"; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in order to create consistency and transparency in the City of West Park's special exception process, the City desires to create measures that will require the City to review new owners and occupants of properties; and

WHEREAS, the City Commission finds that this Amendment to the Code of Ordinances is in the best interests of the residents of the City of West Park.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF WEST PARK, FLORIDA AS FOLLOWS:

Section 1. Adoption of Representations.

The foregoing "Whereas" clauses are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Ordinance.

Section 2. Amendment of Part II Chapter 28, Article II, adding Section 28-37

The City Commission of the City of West Park hereby amends Part II Chapter 28, Article II, entitled *VariANCES and Special Exceptions* to add Section 28-37 entitled *Duration of Special Exceptions* to read as follows:

Section 28-37. Duration of Special Exceptions

Approval of a special exception shall be for the applicant/operator of record only.

Approval shall not be transferable to any other owner/occupant of the property. In the event the property is sold or the applicant/operator ceases to reside on the property, the special exception approval shall not run with the land and shall be null and void. Any new applicant/operator shall be required to submit a new application as provided in the section.

Section 3. Conflict & Repealer.

All ordinances, parts of ordinances or code provisions in conflict herewith ordinance are hereby repealed.

Section 4. Severability.

If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions of the Code or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

Section 5. Inclusion in Code.

It is the intention of the City Commission of the City of West Park that the provisions of this Ordinance shall at some time in the future become and be made a part of the Code of Ordinances of the City of West Park 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; provided, however, that Section 1 hereof or the provisions contemplated thereby shall not be codified.

Section 6. Effective Date.

This Ordinance shall take effect immediately upon final passage and adoption.

PASSED FIRST READING this ___ day of _____ 2016.

PASSED SECOND READING this ___ day of _____ 2016.

Eric H. Jones, Jr., Mayor

ATTEST:

Alexandra Grant, City Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

Burnadette Norris-Weeks, Esq.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Dorsett	_____ (Yes)	_____ (No)
Commissioner Johnson	_____ (Yes)	_____ (No)
Commissioner Judeikis	_____ (Yes)	_____ (No)
Vice-Mayor Mack	_____ (Yes)	_____ (No)
Mayor Jones	_____ (Yes)	_____ (No)

ORDINANCE NO. 2016-02

AN ORDINANCE OF THE CITY OF WEST PARK, FLORIDA AMENDING PART II, CHAPTER 42, ARTICLE VII, SECTION 42-421 (b) ENTITLED "PERMITTED FACILITIES" REQUIRING ALL WIRELESS COMMUNICATION FACILITIES WITHIN THE CITY OF WEST PARK TO BE STEALTH FACILITIES; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Commission of the City of West Park, Florida ("City Commission") deems it appropriate to continue to permit the construction of wireless communication facilities by accommodating the growing needs and demand for wireless communication facilities; providing for the appropriate location and development of wireless communication towers and antennas within the city and minimizing adverse visual effects of wireless communication towers and antennas through careful design, siting, landscape screening and innovative camouflaging techniques; and

WHEREAS, the City Commission finds that this Amendment to the Code of Ordinances is in the best interests of the residents of the City of West Park.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF WEST PARK, FLORIDA AS FOLLOWS:

Section 1. Adoption of Representations.

The foregoing "Whereas" clauses are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Ordinance.

Section 2. Amendment of Part II Chapter 42, Article VII, Section 42-421 (b)

The City Commission of the City of West Park hereby amends Part II Chapter 42, Article VIII, Section 42-421 (b) entitled "Permitted Facilities" to read as follows:

Sec. 42-421(b)

Permitted facilities. The following are permitted wireless communication facilities:

- (1) ~~Only~~ Stealth facilities shall be a permitted ~~as a principal~~ use in any residential zoning district. Within high-density residential zoning districts, only rooftop stealth antennas are permitted.*
- (2) Except as otherwise provided, wireless communication facilities may be permitted as a principal use in all nonresidential zoning districts, provided the wireless communications facility is a stealth facility.*

Section 3. Conflict & Repealer.

All ordinances, parts of ordinances or code provisions in conflict herewith ordinance are hereby repealed.

Section 4. Severability.

If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions of the Code or applications of this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

Section 5. Inclusion in Code.

It is the intention of the City Commission of the City of West Park that the provisions of this Ordinance shall at some time in the future become and be made a part of the Code of Ordinances of the City of West Park 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; provided, however, that Section 1 hereof or the provisions contemplated thereby shall not be codified.

Section 6. Effective Date.

This Ordinance shall take effect immediately upon final passage and adoption.

PASSED FIRST READING this ___ day of _____ 2015.

PASSED SECOND READING this ___ day of _____ 2015.

Eric H. Jones, Jr., Mayor

ATTEST:

Alexandra Grant, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Burnadette Norris-Weeks, Esq.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Dorsett	_____ (Yes)	_____ (No)
Commissioner Johnson	_____ (Yes)	_____ (No)
Commissioner Judeikis	_____ (Yes)	_____ (No)
Vice-Mayor Mack	_____ (Yes)	_____ (No)
Mayor Jones	_____ (Yes)	_____ (No)



**CITY OF WEST PARK
INTER-OFFICE MEMORANDUM**

Agenda #: 10A (ii)

To: City Commission

Date: March 2, 2016

Through: W. Ajibola Balogun, City Manager

**Re: Update on Resurfacing of County Line Road
from SW 48th to SW 56th Avenue**

For the past couple of years, we have been working with both Broward County Public Works (BCPW) and Miami-Dade County Public Works (DCPW) on the resurfacing of County Line Road from SW 48th Avenue to SW 58th Avenue. According to all available maps, the portion to be resurfaced appears to abut the City limit of the Town of Pembroke Park. However, to our dismay, the BCPW staff pointed out that during the City's incorporation, they had to make the Lake Forest area congruent with the western portion of the City (Miami Gardens area) by using the northern 15 feet (from back of sidewalk) along County Line Road to connect both sides. See attached aerial map that shows the 15 feet portion of County Line Road that connects both areas.

After much discussion and meetings with BCPW, we were able to convince BCPW and the County Administrator that even with the 15 feet connecting strip, the roadway (asphalt area) is still the responsibility of the County. With such understanding, the County decided to award \$425,000.00 to the City for resurfacing of the northern portion of the roadway. The \$425,000.00 was estimated by DCPW as BCPW's share of the cost to resurface the road. (See the attached chain of emails labeled Exhibit "A".)

Attached is the draft funding agreement submitted by Broward County as Exhibit "B". While we are currently reviewing the agreement, we are also coordinating with DCPW for their funds to cover the southern half of the roadway (portion within Miami-Dade County). According to the latest email from DCPW staff (see attached chain of emails labeled Exhibit "C"), DCPW has secured funding for the project. They are working on a Joint Partnership Agreement (JPA) for the project. As soon as we receive the JPA, we plan to bring the agreements for your consideration, following a thorough review.

Should you have any questions, please do not hesitate to call me.

/attch

END OF MEMORANDUM

EXHIBIT "A"

Lavelle Jenrette

From: Rabassa, Joaquin (PWWM) <jra@miamidade.gov>
Sent: Thursday, January 22, 2015 11:54 AM
To: Lavelle Jenrette
Subject: FW: County Line Road (District 1)

FYI

Thanks,

Joaquin A. Rabassa, P.E., Construction Coordinator
Public Works and Waste Management Department
Miami Dade County
(305) 375-4338
jra@miamidade.gov
"Delivering Excellence Every Day"

From: Trujillo, Joel (OMB)
Sent: Thursday, January 22, 2015 10:41 AM
To: 'Lavelle Jenrette '
Cc: Gardner, Larry Jr. (DIST1); Garcia, Manuel (PWWM); Moubayed, Bassam (PWWM); Idarraga, Rene (PWWM); Rabassa, Joaquin (PWWM)
Subject: FW: County Line Road (District 1)

Good morning Mr. Jenrette,,

As per our conversation this morning, below you will find the cost estimates for the resurfacing of County Line Rd shared by MDC & Broward.

Joel

From: Moubayed, Bassam (PWWM)
Sent: Wednesday, January 21, 2015 2:16 PM
To: Trujillo, Joel (OMB)
Cc: Idarraga, Rene (PWWM); Garcia, Manuel (PWWM); Rabassa, Joaquin (PWWM)
Subject: County Line Road (District 1)

Hi Joel,

Per your request, please find below the estimated cost for resurfacing for County Line Road:

Total Cost: \$740 K
MDC \$340 K
Broward \$400 K

This estimate may vary and subject to change depending on the contract prices at the time of construction.

Thanks

Bassam Moubayed, CFM, Chief, Construction Division
Miami-Dade County, Public Works and Waste Management Department
305-375-2111 Phone 305-375-2547 Fax
miamidade.gov
"Delivering Excellence Every Day"

DRAFT v3

AGREEMENT

Between

BROWARD COUNTY

and

CITY OF WEST PARK

for

FUNDING OF IMPROVEMENTS TO COUNTY LINE ROAD FROM
SW 32ND AVENUE TO STATE ROAD 7 WITHIN THE CITY OF WEST PARK

This is an Agreement, made and entered into by and between: BROWARD COUNTY, a political subdivision of the State of Florida ("COUNTY"), and CITY OF WEST PARK, a municipal corporation organized and existing under the laws of the State of Florida ("CITY"), (collectively referred to as the "Parties").

WITNESSETH:

WHEREAS, the northern portion of County Line Road is a city road located within COUNTY, having been annexed into the CITY upon the CITY's creation; and

WHEREAS, prior to CITY's annexation of County Line Road, COUNTY and Town of Pembroke Park owned portions of County Line Road; and

WHEREAS, the southern portion of County Line Road is located within Miami-Dade County; and

WHEREAS, CITY desires to repave the northern portion of County Line Road, between SW 32nd Avenue and State Road 7; and

WHEREAS, COUNTY repaved most streets currently within the CITY limits prior to CITY's incorporation, except for COUNTY's portion of County Line Road; and

WHEREAS, COUNTY has determined that it is of mutual benefit to the residents of COUNTY and CITY to repave County Line Road; NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, the Parties agree as follows:

ARTICLE 1 - DEFINITIONS AND IDENTIFICATIONS

The following definitions apply unless the context in which the word or phrase is used requires a different definition:

- 1.1 Agreement – Articles 1 through 8, the exhibits and documents that are expressly incorporated herein by reference.
- 1.2 Board – The Board of County Commissioners of Broward County, Florida.
- 1.3 Contract Administrator – The Director of the Broward County Highway Construction and Engineering Division, or designee. The primary responsibilities of the Contract Administrator are to coordinate and communicate with CITY regarding the execution and completion of the Scope of Participation and the terms and conditions of this Agreement as set forth herein.
- 1.4 County Administrator – The administrative head of COUNTY appointed by the Board.
- 1.5 County Attorney – The chief legal counsel for COUNTY appointed by the Board.
- 1.6 Project – The improvements to County Line Road, from SW 32nd Avenue to State Road 7, within the CITY limits, as described in Article 2 and Exhibit "A," Scope of Work, attached hereto and incorporated herein.

ARTICLE 2 - SCOPE OF PARTICIPATION

- 2.1 CITY shall:
 - 2.1.1 Prepare or cause to be prepared design plans and specifications for the construction of the Project in accordance with the Florida Department of Transportation ("FDOT") Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Greenbook") and applicable sections of the FDOT Standard Specifications for Road and Bridge Construction. CITY shall provide a set of the final design plans, signed and sealed by a professional engineer, to the COUNTY.
 - 2.1.2 Apply for and obtain all necessary permits and licenses from all agencies having jurisdiction over the Project.
 - 2.1.3 Construct, manage, and complete the Project either through a contractor, in-house work force, another governmental agency, or a combination thereof, depending upon necessity.
 - 2.1.4 In the event that the Project is to be designed or constructed by other than CITY staff, CITY shall ensure that the contracts for design and construction of the

Project follow the CITY's or the other governmental agency's competitive solicitation and bidding process and any and all applicable state and federal laws.

2.1.5 Provide full access to COUNTY to inspect the ongoing progress and completion of the Project.

2.1.6 Provide a set of certified construction record drawings to the COUNTY upon completion of the Project.

2.1.7 Continue to be responsible for the operation and maintenance of CITY's portion of County Line Road.

2.2 COUNTY shall:

2.2.1 Review and approve, through its Contract Administrator, the plans and specifications for the Project; Said approval shall not be unreasonably withheld.

2.2.2 Reimburse CITY for the design and construction costs of the Project, in the amount and as described in Article 3, provided CITY completes the construction of the Project within twenty-four (24) months of execution of this Agreement, and the Project is completed pursuant to plans and specifications previously reviewed and approved by COUNTY through its Contract Administrator.

2.3 For purposes of this Agreement, the Project shall be considered completed upon final inspection and approval by the Contract Administrator.

ARTICLE 3 - COSTS

3.1 The design and construction cost for the Project is estimated to be Four Hundred Twenty-five Thousand Dollars (\$425,000). COUNTY agrees to reimburse CITY, in the manner specified in Section 3.2, in the amount not to exceed Four Hundred Twenty-five Thousand Dollars (\$425,000) for work actually performed and completed pursuant to this Agreement. Any and all additional costs and expenses of any type or nature over the above estimated amount shall be the sole responsibility of CITY. The above amount shall not include any costs for CITY staff or project management expenses. COUNTY shall not make any payments to CITY in advance of the rendition of work or services.

3.2 Method Of Billing And Payment

3.2.1 CITY shall submit periodic invoices which are identified by the specific project number and name on a monthly basis in a timely manner, but only after the work for which the invoices are submitted have been completed. These billings shall identify the nature of the work performed, estimated percentage of work accomplished, and, as applicable, the personnel, hours, tasks, or other detail as requested by the Contract Administrator. The statement shall show a summary of

fees with accrual of the total and credits for portions paid previously. The total amount paid shall not exceed the total percentage of work performed.

3.2.2 COUNTY shall pay CITY within thirty (30) calendar days from receipt of CITY's statement. The invoice for the final ten percent (10%) of the reimbursement shall not be submitted to COUNTY until Completion of the Project, as defined in Section 2.3, above.

ARTICLE 4 - TERM AND TERMINATION

4.1 The term of this Agreement shall begin on the date it is fully executed by the Parties and shall terminate upon completion of the Project or as provided for below. The continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and availability of funds in accordance with Chapter 129, Florida Statutes.

4.2 This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in the written notice provided by COUNTY, which termination date shall be not less than thirty (30) days after the date of such written notice. If COUNTY erroneously, improperly, or unjustifiably terminates for cause, such termination shall, at COUNTY's sole election, be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

4.3 This Agreement may be terminated for cause for reasons including, but not limited to, CITY's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work, or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives set forth in this Agreement.

4.4 In the event this Agreement is terminated for convenience by COUNTY, CITY shall be paid for any services properly performed under this Agreement through the termination date specified in the written notice of termination. CITY acknowledges that it has received good, valuable, and sufficient consideration from COUNTY, the receipt and adequacy of which are hereby acknowledged by CITY, for COUNTY's right to terminate this Agreement for convenience.

4.5 In the event this Agreement is terminated for any reason, any amounts due CITY shall be withheld by COUNTY until all documents are provided to COUNTY pursuant to Section 8.1 of Article 8.

ARTICLE 5 - NOTICES

In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail with a contemporaneous copy via e-mail to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this article.

FOR COUNTY:

Broward County Highway Construction and Engineering Division
Attn: Richard Tornese, P.E., Director
One North University Drive
Plantation, FL 33324
Email address: rtornese@broward.org

FOR CITY:

City of West Park
Attn: W. Ajobola Balogun, City Manager
1965 South State Road 7
West Park, FL 33023
Email address: abalogun@cityofwestpark.org

ARTICLE 6 – INDEMNIFICATION

6.1 Nothing herein is intended to serve as a waiver of sovereign immunity by any party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. COUNTY and CITY are entities subject to Section 768.28, Florida Statutes, as may be amended from time to time, and agree to be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law.

6.2 In the event that CITY contracts with a third party to provide the services set forth herein, any contract with such third party shall include the following provisions:

6.2.1 Indemnification: CITY's contractor shall indemnify and hold harmless COUNTY, its officers, agents, and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of CITY's contractor, and other persons employed or utilized by CITY's contractor in the performance of this Agreement. These indemnifications shall survive the term of this Agreement. To the extent permitted by law, in the event that any action or proceeding is brought against COUNTY by reason of any such claim or demand, CITY's contractor shall, upon written notice from COUNTY, resist and defend such action or proceeding by counsel satisfactory to COUNTY.

6.2.2 To the extent permitted by law, the indemnification provided above shall

obligate CITY's contractor to defend, at its own expense, to and through appellate, supplemental, or bankruptcy proceeding, or to provide for such defense, at COUNTY's option, any and all claims of liability and all suits and actions of every name and description covered by subsection 6.2.1 above which may be brought against COUNTY, whether services were performed by CITY's contractor or persons employed or utilized by CITY's contractor.

6.3 The provisions of this article shall survive the expiration, termination upon completion of the Project, or earlier termination of this Agreement

ARTICLE 7 – INSURANCE

7.1 CITY shall furnish Contract Administrator with written verification of liability protection in accordance with state law prior to final execution of this Agreement. Additionally, if CITY elects to purchase excess liability coverage, CITY agrees that COUNTY will be furnished with a Certificate of Insurance listing "Broward County" as certificate holder and an additional insured.

7.2 In the event that CITY contracts with a third party to provide the services set forth herein, any contract with such third party shall include, at a minimum, the following provisions:

7.2.1 Insurance: CITY's contractor shall keep and maintain, at the contractor's sole cost and expense, insurance of the types and minimum amounts as set forth on Exhibit "B," and specifically protect COUNTY by naming "Broward County" as an additional insured under the Commercial General Liability Insurance policy as well as any Excess Liability policy.

7.2.2 CITY's contractor, upon request, shall furnish to the Contract Administrator, Certificates of Insurance and Endorsements evidencing the insurance coverage specified above.

7.2.3 Coverage is not to cease and is to remain in full force and effect until all performance required of CITY's contractor is completed.

ARTICLE 8 – MISCELLANEOUS

8.1 Rights in Documents. Any and all reports, photographs, surveys, plans, and other data and documents provided or created in connection with this Agreement shall be made available to COUNTY at no cost.

8.2 Audit Right and Retention of Records. COUNTY shall have the right to audit the books, records, and accounts of CITY and its subcontractors that are related to this Agreement. CITY and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Agreement and performance thereunder. All books, records, and accounts of CITY and

its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, CITY or its subcontractor, as applicable, shall make same available at no cost to COUNTY in written form.

CITY and its subcontractors shall preserve and make available, at reasonable times within Broward County for examination and audit by COUNTY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for COUNTY's disallowance and recovery of any payment upon such entry.

CITY shall ensure that the requirements of this section are included in all agreements with its subcontractor(s).

8.3 Nondiscrimination. No party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement.

8.4 Independent Contractor. CITY is an independent contractor under this Agreement. In performing under this Agreement, neither CITY nor its agents shall act as officers, employees, or agents of the COUNTY. CITY shall not have the right to bind COUNTY to any obligation not expressly undertaken by COUNTY under this Agreement.

8.5 Third Party Beneficiaries. Neither CITY nor COUNTY intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

8.6 Assignment and Performance. Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered by CITY without the prior written consent of COUNTY. If CITY violates this provision, COUNTY shall have the right to immediately terminate this Agreement. CITY represents that each person and entity that will perform services under this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render services. CITY agrees that all services under this Agreement shall be performed in a skillful and respectful manner, and that the quality of all such services shall equal or exceed prevailing industry standards for the provision of such services.

8.7 [Intentionally left blank.]

8.8 Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term hereof. COUNTY's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

8.9 Compliance with Laws. CITY shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

8.10 Severability. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

8.11 Joint Preparation. This Agreement has been jointly prepared by the Parties hereto, and shall not be construed more strictly against either Party.

8.12 Interpretation. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

8.13 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached hereto or referenced or incorporated herein and any provision of Articles 1 through 8 of this Agreement, the provisions contained in Articles 1 through 8 shall prevail and be given effect.

8.14 Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court

or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, CITY AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

8.15 Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Board and CITY or others delegated authority to or otherwise authorized to execute same on their behalf.

8.16 Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

8.17 Payable Interest

8.17.1 Payment of Interest. Except as required by the Broward County Prompt Payment Ordinance, COUNTY shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof CITY waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

8.17.2 Rate of Interest. In any instance where the prohibition or limitations of subsection 8.17.1 are determined to be invalid or unenforceable, the annual rate of interest payable by COUNTY under this Agreement, whether as prejudgment interest or for any other purpose, shall be .025 percent simple interest (uncompounded).

8.18 Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated herein by reference. The attached Exhibits "A" and "B" are incorporated into and made a part of this Agreement.

8.19 Representation of Authority. Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or

she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

8.20 Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 20__, and CITY OF WEST PARK, signing by and through its _____, duly authorized to execute same.

COUNTY

[Standard County signature block will be inserted, when agreement is finalized by CAO]

AAD
2/8/16
WestParkJPA(CountyLineRd-32AveToSR7)_v3

AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF WEST PARK FOR FUNDING OF IMPROVEMENTS TO COUNTY LINE ROAD FROM SW 32ND AVENUE TO STATE ROAD 7 WITHIN THE CITY OF WEST PARK

CITY

ATTEST:

CITY OF WEST PARK

City Clerk

By _____
Mayor-Commissioner

(Print or Type Name)

(Print or Type Name)

(SEAL)

____ day of _____, 20____.

City Manager

(Print or Type Name)

APPROVED AS TO FORM:

By _____
City Attorney

****This page is not part of the agreement; it is a page marker, detailing what exhibits should be attached****

Insert the following (your exhibit) into the hard-copy of the agreement:

EXHIBIT A

Scope Of Work

(Project Description and Sketch/Legal Description)

EXHIBIT B

Minimum Insurance Requirements

**As referenced in subsection 7.2.1

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 20__, and CITY OF WEST PARK, signing by and through its _____, duly authorized to execute same.

COUNTY

[Standard County signature block will be inserted, when agreement is finalized by CAO]

AAD
2/8/16
WestParkJPA(CountyLineRd-32AveToSR7)_v3

EXHIBIT "C".

Balogun, W. Ajibola

From: Lavelle Jenrette
Sent: Tuesday, February 23, 2016 3:38 PM
To: Balogun, W. Ajibola
Subject: FW: County line road

Mr. Balogun,

In the email below is Mr. Rabassa response

From: "Rabassa, Joaquin (PWWM)" <jra@miamidade.gov>
Date: February 23, 2016 at 8:53:00 AM EST
To: Lavelle Jenrette <lavellejenrette11@gmail.com>
Cc: "Garcia, Manuel (PWWM)" <mga@miamidade.gov>, "Miranda, Gaspar (PWWM)" <Gaspar.Miranda@miamidade.gov>, "Heredia, Javier (PWWM)" <JavierH@miamidade.gov>, "Martinez-Esteve, Alejandro (PWWM)" <alexm@miamidade.gov>, "Moubayed, Bassam (PWWM)" <MoubaB@miamidade.gov>, "Idarraga, Rene (PWWM)" <idarr@miamidade.gov>, "Aragon, Armando (PWWM)" <aragon@miamidade.gov>
Subject: Re: County line road

Good Morning Lavelle:

I just tried to contact you over the phone but you was not available.

As previously mentioned, Funds for the milling and resurfacing of the south side of NW 215 Street (County jurisdiction) are secured for FY 2015/2016. Since this work should be done in conjunction with the portions corresponding to the City and Broward County it is necessary to develop the corresponding JPA. Therefore, I am copying our Assistant Director for Engineering (Mr. Miranda) and Highway Division Staff (Mr. Heredia) so this issue can be coordinated by you and Broward County with them to reach an agreement regarding the implementation of the improvements.

If I can be of further assistance please do not hesitate to contact me at any time on my cellular (305) 299-9822.

Please give my best regards to my old friend Ajibola

I expect this situation can be resolved promptly.

Regards, Joaquin

Joaquin A. Rabassa, P.E.
Construction Coordinator
DTPW Miami Dade County
(305) 375-4338

Sent from my iPhone

On Feb 23, 2016, at 5:43 AM, Lavelle Jenrette <lavellejenrette11@gmail.com> wrote:

Good morning Mr. Rabassa,

This is Lavelle Jenrette with the city of West Park, I am writing to ask has Miami Dade county secured the funds for the resurfacing of county line road, The city has secured the funds to resurface the northern side of the street. The last communication we had you stated the funds would be secured during the 2015-2016 budget process. I tried to contact your office but your voicemail is full. Please give me a call at 954-989-2688 ext.209 so that we may discuss the project and move forward.

Regards,

Lavelle Jenrette
Assistant to the City Manager
City of West Park
954-989-2688

Sent from my iPad



**CITY OF WEST PARK
INTER-OFFICE MEMORANDUM**

Agenda Item #: 10A (iii)

To: City Commission

Date: March 2, 2016

From: W. Ajibola Balogun, City Manager

Re: Small Business Grant Program

As I indicated during the budget process for the current Fiscal Year, we plan to continue investing in our local businesses by continuing to offer the Small Business Grant Program. Last year, we awarded \$5,000 each to three small businesses. The three businesses have successfully completed their funded activities, and they have been fully reimbursed for the awarded \$5,000.

We are about to start this year's application process. Like last year, this grant program is funded through revenues received from Business Tax Receipts. The program is intended to provide financial and technical assistance to qualified small businesses that meet the eligibility criteria as provided in the attached draft grant application. This year, we are proposing to award five \$5,000 grants to qualified small businesses. We intend to finalize the grant application packet and advertise the application within the next couple of months. So, if you have any recommendations or proposed revisions to the application or eligible criteria, please let me know as soon as possible.

Should you have any questions or comments, please do not hesitate to call me.

/attch

END OF MEMORANDUM



CITY OF WEST PARK “MOM AND POP” SMALL BUSINESS GRANT PROGRAM

The City will receive applications for the small business grant program until **3:00 pm, local time, Monday, May 30, 2016**. Qualified applicants will receive a maximum \$5,000 grant.

Interested applicants may pick up grant application at City Hall, 1965 South State Road 7, West Park, FL or download from the homepage of the City’s website at www.cityofwestpark.org.

Following is brief description of the grant program:

BRIEF DESCRIPTION

The **Mom and Pop Small Business Grant Program** was created to provide financial and technical assistance to qualified small businesses that are approved for funding. This program has allowed small owned and operated businesses the opportunity to interact with local government under favorable conditions, ultimately bridging the gap between the two entities.

- The program provides financial assistance to further the economic viability of recipients.

Eligible uses of Funding:

Inventory/Supplies	Minor Interior/Exterior Renovations
Businesses Equipment	Security System
Marketing/Advertising	Commercial Liability Insurance
Work Vehicle (must be purchased and registered under business name and with business name and or logo permanently affix to the vehicle)	

Ineligible uses of funding:

Rent/Lease or Mortgage	Local or State Licenses
Rental Deposits	Taxes
Late Payment Fees	Purchases of Alcohol, Tobacco or Medicine
Salaries	Utility Bills

- Technical assistance is made available to small businesses in order to create a better working and business environment, and to promote economic development opportunities.

The grant package is *only* for the City of West Park.

GUIDELINES

The City of West Park is offering a “**Mom and Pop**” **Small Business Grant** application to qualified businesses located in the City. All businesses *must* meet the following criteria in order to qualify:

1. Be in business for at least two year(s).
2. Provide a **photocopy** of your **active** State of Florida Corporation **and/or** Fictitious Name; a FEIN # must be listed on your State of Florida Sunbiz.org listing in Active status.
3. Cannot have more than seven (7) full-time employees; Two (2) part-time employees will count as 1 full-time employee. See EXHIBIT (A)
4. Cannot be a part of a national chain.
5. Have no more than two (2) businesses.
6. Submit **photocopies** for the current year **and** past **TWO** fiscal years of the City of West Park Business Tax License and Broward County Business Tax License at the time of application. Business name on application must match the name on license.
7. A physical address is required. A P.O. Box as a mailing address is NOT acceptable.
8. All businesses applying must be located within the City of West Park.
9. Home-based businesses apply (**ONLY** for inventory/supplies, business equipment and marketing/advertising).
10. A business owner can only submit one application per funding cycle.
11. Non-profit agencies are not eligible.
12. The gross income for eligibility must be \$250,000.00 or less.

13. Submit income tax returns for past **TWO** fiscal years. (Please remove any and all Social Security Numbers before submitting applications).
14. Businesses that relocate out of the City during the application, award and payment processing of the grant will be disqualified.
15. Business or owner must not have outstanding debt, open permits, or code violations with the City of West Park.
16. Application must be **typed** or **printed** only. If the application not legible, it will automatically be disqualified.
17. Applicants must sign and submit all requested documents. Incomplete applications will not be considered and will automatically be disqualified.
18. **Must provide picture of business location (building, office, and work vehicle).**
19. Business that received grant from the City within the last two years is not eligible.
20. Applications will not be accepted after the deadline.

SMALL BUSINESS GRANT PROGRAM

APPLICATION

(Please print or type. Illegible and incomplete forms will not be considered)

A. Business Information

Business Name (as it appears on Business Tax License)

Owner(s) Name

Business Address (as it appears on Business Tax License)

Owner(s) Home Address

City

Zip Code

Business Phone

Business Fax

Cell Phone

Email Address

Type of Business You Operate

\$

Amount of Funding Requested

B. Program Usage

USAGE

DESCRIPTION

ESTIMATES

Inventory/Supplies

\$ _____

Business Equipment

\$ _____

Marketing/Advertising

\$ _____

Commercial Liability Insurance

\$ _____

Minor Renovations

\$ _____

Security System

\$ _____

*Applicants **MUST** fill in the blanks. If area is incomplete, application will not be considered.*

Business owners are required to provide the following information:

1. How long have you been in business? Number of years: _____.
2. **Copies** of my Broward County Business Tax License (2013-2014, 2014-2015, and 2015-2016) are attached to the application. Yes _____ No _____.
3. **Copies** of my City of West Park Business Tax License (2013-2014, 2014-2015, and 2015-2016) are attached to the application. Yes _____ No _____.
4. **Photographs of the inside and outside of the business are attached.** Yes _____ No _____
5. Are you or any of the shareholders employed by the City West Park? Yes _____ No _____.
6. If yes, what department? _____ Yes _____ No _____
7. Will you be contributing any funding to the project? Yes _____ No _____
8. If yes, how much? \$ _____
9. Do you own the building that you occupy? Yes _____ No _____
10. Are you willing to participate in Business Development Workshops? Yes _____ No _____
11. Do you currently market your business? Yes _____ No _____
12. If yes, how do you market? Please explain (ex: newspaper ads, internet, coupons):

13. Do you belong to any networking groups? Yes _____ No _____
14. If yes, which groups? _____
15. Number of employees? _____ Full-time: _____ Part-time: _____

EXHIBIT (A)

Please provide the following information regarding your current employee(s)

Name	Home Address	City-Zip Code	White/Black/Hispanic/ Other
			W B H O
			W B H O
			W B H O
			W B H O
			W B H O
			W B H O
			W B H O

My signature below indicates that I have read this document and fully understand contents.

The information submitted on this document is true to the best of my knowledge.

Signature

Date

****Application will be considered incomplete unless a copy of County and City Occupational license is attached****

SMALL BUSINESS GRANT PROGRAM

GRANT AGREEMENT

BETWEEN

City of West Park

and

Business Name: _____

Owner Address: _____

City, State, Zip Code: _____

_____/_____
(Federal Employer ID Number or Owner's Social Security Number (If not incorporated))

This **GRANT AGREEMENT** is entered into between the City of West Park located at 1965 South State Road 7, West Park, FL 33023, _____,
(Business Name)

_____, _____, _____, _____
Address City State Zip

“Recipient” and _____, the owner of the Recipient (hereinafter referred to as “Owner”).

NOW, THEREFORE, Recipient / Owner agree to grant funds under the following conditions:

1. USE OF GRANT FUNDS

The Recipient / Owner shall use the funds only for:

- The purchase of Inventory and Supplies (excludes alcoholic beverages, cigarettes, tobacco, etc.)
- Business Equipment
- Publicity, Marketing and Advertising (signs, pamphlets, wall plaques, cornerstones, dedications, notices, flyers, brochures, news releases, media packages, promotions, and/or stationary)
- Security Systems
- Commercial Liability Insurance
- Minor Interior/Exterior Renovations
- Minor Code Corrections
- Purchase of work vehicle (cargo van or pickup truck only), if allowed under the Commission District guidelines
- Professional Services
- Staff Training

The Recipient/Owner must use these funds only for the business listed herein. The funds may be used only for the activities listed; any other use is prohibited. Use of these funds

or any purpose other than those listed herein, shall constitute a breach of this grant agreement and the owner shall be required to repay the entire grant amount immediately. The Recipient/Owner agrees that none of the items purchased with the grant funds will be returned, transferred or sold except in the normal course of businesses.

The Recipient/Owner agrees to adhere and be governed by the entire requirement as stated above.

2. GRANT PERIOD

This Grant Agreement shall be in effect during the period of _____ through _____. All purchases made with grant funds shall be completed by the grant expiration date. The Recipient / Owner shall forfeit any grant funds which have not been expended and/or requested in a form acceptable to the City Manager (original invoice, quote, proposal, or statement) before or on the grant's expiration date. The Recipient/Owner must ensure all documentation is submitted to the City Manager within 30 business days after the grant agreement expiration date.

3. GRANT AMOUNT

The maximum amount of this grant is \$_____. Any amount not expended or requested in a form acceptable to the City Manager (original invoice, quote, proposal, or statement) before or on expiration date may not be awarded to the Recipient/Owner.

4. METHOD OF DISBURSEMENT

Subject to the availability of grant funds, payments will be made for approved goods and services only according to the terms and conditions contained within this contract in an amount not to exceed the total maximum amount listed in Section 3 of this agreement. These funds will be released either as a single disbursement or multiple disbursements at the discretion of the City Manager contingent on the submission by the Recipient/Owner of all required documentation in a form acceptable to the City Manager (original invoice, quote, proposal, or statement, executed Form W-9 of the authorized vendor, if not currently registered to do business with City of West Park). Only after the Recipient/Owner submits all required documentation shall payment(s) be made payable only in the name of the authorized vendor(s) and checks will be released on the behalf of the Recipient/Owner.

5. TRANSFER OF OWNERSHIP OR DISCONTINUENACE OF BUSINESS OPERATION

This grant is awarded on the condition that the Owner maintains ownership of or continues to operate the Recipient business for a period of eighteen (18) months from the effective date of this agreement. If the Owner transfers ownership of the Recipient business or discontinues business operations before the expiration of the eighteen-month (18) period, the total amount awarded under this agreement may be due payable to the City of West Park at the sole and absolute discretion of the City Manager.

6. TERMS AND CONDITIONS

For the purpose of this program, this grant Agreement is a binding contract and the Recipient/Owner shall be and is bound to comply with all legally applicable City of West

Park requirement including but not limited to maintaining all required businesses and commercial licenses and insurance, conducting background checks as may be legally required and complying with any and all applicable federal, state and local laws and requirements.

Recipient/Owner is responsible for any insurance or other fringe benefits, e.g., social security, income tax withholdings, retirement or leaves benefits, for the employees of the Recipient. The Recipient/Owner assumes full responsibility for the provision of all insurance and fringe benefits to the employees of the Recipient in order to satisfy this Grant Agreement.

The Recipient/Owner shall maintain all business records in accordance with generally accepted accounting principles, procedures, and practices. The office of the City Manager may perform on-site reviews to ensure compliance with contract terms. The Recipient/Owner shall ensure that the business records are at all times subject to and available for full access and review by the City of West Park and any other personnel duly authorized by the City of West Park.

This includes but is not limited to original receipt for asset(s) and/or inventory purchased under this agreement. The review will also include visual inspection of the asset(s) purchased and/or record to support inventory purchase and sale of inventory cannot be made available at the time of review, the Recipient/Owner may be liable to the City, at the sole and absolute discretion of City Manager for the total cost of the asset(s) and/or inventory purchased with grant funds.

Recipient/Owner agrees to comply with all reporting request from City Manager pursuant to this grant agreement.

7. INDEMNIFICATION

The Recipient/Owner shall indemnify and hold harmless the City of West Park and its officers, employees, agents, and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the City of West Park or its officers, employees, agents, or instrumentalities that may occur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of relating to or resulting from the performance of this Agreement by the Recipient/Owner or its employees, agents, servants, partners, principals, or subcontractors. The Recipient/Owner shall pay all claims and loses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City of West Park, where applicable, including appellate proceedings, and shall pay all cost, judgments and attorney's fees which may issue thereon. The Recipient/Owner expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Recipient/Owner shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City of West Park and its officers, employees, agents, and instrumentalities as herein provided.

8. TERMINATION

Recipient/Owner agrees to comply with the purpose of this Grant Agreement. Failure to do so by the Recipient/Owner or violation of any terms and conditions of this Grant Agreement by the Recipient/Owner shall warrant termination of this Grant Agreement

and the total amount paid under this Grant Agreement may be due and payable to the City of West Park at the sole and absolute discretion of the City Manager.

9. PUBLIC RECORDS

Public Records – Pursuant to Section to 119.0701 of the Florida Statutes, if the Recipient meets the definition of “Contractor” as defined in Section 119.0701(1)(a), the Recipient shall:

- (a) Keep and maintain records that ordinarily and necessarily would be required by the public agency in order to perform the service;
- (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and that at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- (d) Meet all requirements for retaining public records and transfer to the County, at no cost, all public records created, received, maintained and or directly related to the Performance of this Agreement that are in possession of the Recipient upon termination of this Agreement. Upon termination of this Agreement, the Recipient shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirement. All records stored electronically must be provided to the City in a format that is compatible with the information technology system of the City.

Recipient’s failure to comply with the public records disclosure requirement set forth in Section 119.0701 of the Florida Statutes, the City may, at the City’s sole discretion, avail itself of the remedies set forth under this Agreement and available at law.

In the event the Recipient does not comply with the public records disclosure requirement set forth in Section 119.0701 of the Florida Statutes, the City may, at the City’s sole discretion, avail itself of the remedies set forth under this Agreement and available at law.

NOTICE: This Grant Agreement and all other documentation pertaining to the program is not binding unless Recipient is approved for funding and Grant Agreement is notarized and signed by Recipient/Owner, and executed by the City designated representative.

STATE OF FLORIDA

COUNTY (_____)

In WITNESS THEREOF, the parties hereto have caused the six (6) page Grant Agreement to be executed by their undersigned officials as duly authorized.

RECIPIENT

GRANTOR

BY: _____
Business Name

BY: City of West Park
Mayor

NAME: _____
Print Owner's Name

NAME: _____
Mayor

TITLE: _____

DATE: _____

DATE: _____

CITY MANAGER: _____

OWNER

DATE: _____

BY: _____
Owner's Signature

DATE: _____

NOTARY for RECIPIENT/OWNER

The foregoing instrument was acknowledge before me this _____ day of _____, 20____, by _____ on behalf of _____ () who is personally known to me or () has produced _____, as identification.

I.D. Type: _____

(Print, Type or Stamp Commissioned Name of Notary Public)

SEAL

MEMORANDUM

Finance Department

TO: Ajibola Balogun, City Administrator

FROM: Christopher Wallace, Finance Director

DATE: Thursday, February 25, 2016

SUBJECT: Florida Retirement System Issue

Agenda Item #: 10A (iv)

We have recently become aware of a problem with the Florida Retirement System (FRS). The City of West Park is a member of the multi-employer pension plan. Employees of the City are required to be participants in FRS if otherwise qualified to be a participant.

The City has an employee who was a participant in the Investment Plan within FRS. The Investment Plan is essentially a "defined contribution" plan that does not result in a liability to FRS other than to ultimately return the participant's and the employer's contributions, together with any investment returns on those contributions, back to the participant upon withdrawal from FRS. The employee in question worked for the City a few years ago. Upon separation from service, the employee elected to take a full distribution from their account. Under FRS rules, the employee is considered "retired" or no longer a participant in FRS. However, the employee was re-hired by the City. Under FRS rules, the City must contribute as if the employee was still a participant. The employee is not required to contribute the 3% mandated by the State. This creates two issues:

1. The employee is not receiving the promised benefit of a retirement plan, even though the City is legally required to pay contributions to FRS (FS §121.122) based upon the employee's salary.
2. FRS is receiving contributions on behalf of an employee who is neither receiving any retirement benefit from FRS nor is eligible to re-enter the Investment Plan. While one could argue that the employee should not be able to re-enter the FRS defined benefit plan (a "traditional" retirement plan), it makes no sense to disallow participation into the defined contribution plan that has no future liability to the State or FRS beyond the contributions and earnings thereon placed there by the employer (West Park) and the employee. FRS is essentially subsidizing the plan by "taxing" the employer for an employee who receives no benefit (past, present, and future) from the plan.

In order for the City to address the inequity to the employee who is not covered by FRS, we recommend that employees now and in the future who fall into this situation be covered by the

City's 401(a) Money Purchase Plan (a defined contribution plan) and the City and Employee contribute the amounts that would have been contributed had the employee been eligible for the FRS plan. This will require the City to effectively contribute twice to a pension plan unless and until the FRS plan is amended by the State. It is also recommended that the City's state lobbyist investigate this issue further with the goal of amending the statutes to correct this inequity for members of the Investment Plan.

Select Year:

The 2015 Florida Statutes

[Title X](#)
PUBLIC OFFICERS, EMPLOYEES, AND
RECORDS

[Chapter 121](#)
FLORIDA RETIREMENT
SYSTEM

[View Entire
Chapter](#)

121.122 Renewed membership in system.—

(1) Except as provided in s. [121.053](#), effective July 1, 1991, through June 30, 2010, any retiree of a state-administered retirement system who is initially reemployed in a regularly established position with a covered employer, including an elective public office that does not qualify for the Elected Officer's Class, shall be enrolled as a compulsory member of the Regular Class of the Florida Retirement System. Effective July 1, 1997, through June 30, 2010, any retiree of a state-administered retirement system who is initially reemployed in a position included in the Senior Management Service Class shall be enrolled as a compulsory member of the Senior Management Service Class of the Florida Retirement System as provided in s. [121.055](#). A retiree is entitled to receive an additional retirement benefit, subject to the following conditions:

- (a) Such member must resatisfy the age and service requirements as provided in this chapter for initial membership under the system, unless such member elects to participate in the Senior Management Service Optional Annuity Program in lieu of the Senior Management Service Class, as provided in s. [121.055\(6\)](#).
- (b) Such member is not entitled to disability benefits as provided in s. [121.091\(4\)](#).
- (c) Such member must meet the reemployment after retirement limitations as provided in s. [121.091\(9\)](#), as applicable.
- (d) Upon renewed membership or reemployment of a retiree, the employer of such member shall pay the applicable employer contributions as required by ss. [112.363](#), [121.71](#), [121.74](#), and [121.76](#).
- (e) Such member is entitled to purchase additional retirement credit in the Regular Class or the Senior Management Service Class, as applicable, for any postretirement service performed in a regularly established position as follows:
 1. For regular class service prior to July 1, 1991, by paying the Regular Class applicable employee and employer contributions for the period being claimed, plus 4 percent interest compounded annually from first year of service claimed until July 1, 1975, and 6.5 percent interest compounded thereafter, until full payment is made to the Florida Retirement System Trust Fund; or
 2. For Senior Management Service Class prior to June 1, 1997, as provided in s. [121.055\(1\)\(j\)](#).

The contribution for postretirement service between July 1, 1985, and July 1, 1991, for which the reemployed retiree contribution was paid, shall be the difference between such contribution and the total applicable contribution for the period being claimed, plus interest. The employer of such member may pay the applicable employer contribution in lieu of the member. If a member does not wish to claim credit for all of the postretirement service for which he or she is eligible, the service the member claims must be the most recent service.

(f) No creditable service for which credit was received, or which remained unclaimed, at retirement may be claimed or applied toward service credit earned following renewed membership. However, service earned

as an elected officer with renewed membership in the Elected Officers' Class may be used in conjunction with creditable service earned under this section, provided the applicable vesting requirements and other existing statutory conditions required by this chapter are met.

(g) Notwithstanding any other limitations provided in this section, a participant of the State University System Optional Retirement Program, the State Community College Optional Retirement Program, or the Senior Management Service Optional Annuity Program who terminated employment and commenced receiving a distribution under the optional program, who initially renews membership as required by this section upon reemployment after retirement, and who had previously earned creditable Florida Retirement System service that was not included in any retirement benefit may include such previous service toward vesting and service credit in the second career benefit provided under renewed membership.

(h) A renewed member who is not receiving the maximum health insurance subsidy provided in s. [112.363](#) is entitled to earn additional credit toward the maximum health insurance subsidy. Any additional subsidy due because of such additional credit may be received only at the time of payment of the second career retirement benefit. The total health insurance subsidy received by a retiree receiving benefits from initial and renewed membership may not exceed the maximum allowed in s. [112.363](#).

(2) A retiree of a state-administered retirement system who is initially reemployed in a regularly established position on or after July 1, 2010, may not be enrolled as a renewed member.

History.—s. 14, ch. 90-274; s. 8, ch. 92-122; s. 9, ch. 93-193; s. 6, ch. 93-285; s. 14, ch. 97-180; s. 12, ch. 98-138; s. 10, ch. 98-413; s. 7, ch. 99-9; s. 12, ch. 99-392; s. 21, ch. 2000-151; s. 12, ch. 2009-209; s. 7, ch. 2012-222.