



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, MAY 4, 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. **PRESENTATION**

1. Proclamation: *National Boating Safety Month*
2. Commendations: *Home Depot and Feeding South Florida*

6. **OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE COMMISSION**

7. **APPROVAL OF MINUTES**

1. April 6, 2016 – Regular Commission Meeting

8. **RESOLUTIONS –CONSENT ITEMS**

1. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WEST PARK, BROWARD COUNTY, FLORIDA, IMPOSING A ONE CENT PER DOLLAR LOCAL GOVERNMENT INFRASTRUCTURE SURTAX ON ALL AUTHORIZED TAXABLE TRANSACTIONS OCCURRING WITHIN BROWARD COUNTY, FLORIDA, AS AUTHORIZED BY SECTION 212.055(2), FLORIDA STATUTES, PROVIDING THAT THE IMPOSITION OF THE SURTAX SHALL NOT BE EFFECTIVE UNLESS APPROVED AT A REFERENDUM ELECTION; PROVIDING THAT THE IMPOSITION SHALL BE EFFECTIVE BEGINNING JANUARY 1, 2017 AND SHALL CONTINUE UNTIL REPEALED; PROVIDING FOR DISTRIBUTION OF SURTAX REVENUES PURSUANT TO LAW; DIRECTING THE SUPERVISOR OF ELECTIONS TO HOLD A REFERENDUM ELECTION ON NOVEMBER 8, 2016; PROVIDING BALLOT LANGUAGE AND A BRIEF DESCRIPTION OF INFRASTRUCTURE CAPITAL PROJECTS; PROVIDING FOR ADOPTION OF A

RESOLUTION DETAILING PROJECT EXAMPLES; PROVIDING FOR PUBLIC DISTRIBUTION OF THIS RESOLUTION; DIRECTING THE CITY CLERK TO ADVERTISE THE SPECIAL REFERENDUM ELECTION IN ACCORDANCE WITH STATE LAW OR COORDINATE SUCH ADVERTISEMENT IN ACCORDANCE WITH STATE LAW WITH THE SUPERVISOR OF ELECTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Resolution 2016-37

2. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WEST PARK, FLORIDA, AUTHORIZING THE CITY ADMINISTRATOR TO SUBMIT A 2017-2018 GRANT FUNDING APPLICATION TO THE FLORIDA DEPARTMENT OF STATE FOR THE CONSTRUCTION OF A CULTURAL CENTER AT MCTYRE PARK AND AUTHORIZING MATCHING FUNDS OF FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) FROM THE UNDESIGNATED FUND BALANCE; PROVIDING FOR AN EFFECTIVE DATE

Resolution 2016-38

3. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WEST PARK, FLORIDA, APPROVING THE IMPLEMENTATION OF AN EXPEDITED DEVELOPMENT REVIEW AND PERMITTING PROCESS FOR NEW, EXPANDING OR RELOCATED BUSINESSES IN ORDER TO BECOME A PLATINUM PERMITTING CITY; PROVIDING FOR AN EFFECTIVE DATE

Resolution 2016-39

4. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WEST PARK, FLORIDA, ACCEPTING THE QUOTE FROM KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC. FOR THE LEASE OF ONE (1) KONICA MINOLTA BIZHUB C368 COLOR COPIER FOR USE BY THE PARKS AND RECREATION DEPARTMENT AT MARY SAUNDERS PARK; AUTHORIZING THE CITY ADMINISTRATOR TO TAKE NECESSARY AND EXPEDIENT ACTION; PROVIDING FOR AN ALLOCATION OF FUNDS; PROVIDING FOR AN EFFECTIVE DATE

Resolution 2016-40

5. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WEST PARK, FLORIDA, ACCEPTING THE QUOTE FROM KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC. FOR THE LEASE OF ONE (1) KONICA MINOLTA BIZHUB C368 COLOR COPIER FOR USE BY THE PARKS AND RECREATION DEPARTMENT AT MCTYRE PARK; AUTHORIZING THE CITY ADMINISTRATOR TO TAKE NECESSARY AND EXPEDIENT ACTION; PROVIDING FOR

AN ALLOCATION OF FUNDS; PROVIDING FOR AN EFFECTIVE DATE

Resolution 2016-41

6. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WEST PARK, FLORIDA, ACCEPTING THE QUOTE FROM KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC. FOR LEASE OF ONE (1) KONICA MINOLTA BIZHUB C454E COLOR COPIER FOR USE AT CITY HALL; AUTHORIZING THE CITY ADMINISTRATOR TO TAKE NECESSARY AND EXPEDIENT ACTION; PROVIDING FOR AN ALLOCATION OF FUNDS; PROVIDING FOR AN EFFECTIVE DATE

Resolution 2016-42

7. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WEST PARK, FLORIDA, AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE THE ATTACHED INTERLOCAL AGREEMENT BETWEEN THE CITY OF WEST PARK AND BROWARD COUNTY FOR A BROWARD REDEVELOPMENT PROGRAM GRANT REGARDING A STATE ROAD 7 PROPERTY ACQUISITION; PROVIDING FOR AN EFFECTIVE DATE

Resolution 2016-43

9. ORDINANCES (SECOND READING; PUBLIC HEARING)

1. AN ORDINANCE OF THE CITY OF WEST PARK, FLORIDA, AMENDING THE OPERATING BUDGET FOR FISCAL YEAR 2015-16 COMMENCING OCTOBER 1, 2015, THROUGH SEPTEMBER 30, 2016, BY APPROPRIATING A PORTION OF THE GENERAL FUND UNRESERVED FUND BALANCE TO COVER COSTS RELATING TO ADDITIONAL CONTRIBUTIONS TO THE AGING AND DISABILITY RESOURCE CENTER OF BROWARD COUNTY AND COSTS FOR PROVIDING PAYMENTS TO FLORIDA POWER AND LIGHT FOR POWER POLES; APPROPRIATING A PORTION OF THE GENERAL FUND RESERVATION OF FUND BALANCE FOR FIRE RESCUE EQUIPMENT; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR AN EFFECTIVE DATE.

Ordinance 2016-03

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

A. Updates / Status

- i. Proposed Adjustments to the Schedule of Permit Fees
- ii. Upcoming Minor Upgrades and Improvements to Mary Saunders & McTyre Parks

- iii. McTyre Park's Lease with the County, through Miami-Dade County School Board
- iv. Proposed Boundary Change / Annexation – Update from our City's Lobbyist
- v. Scheduling One-On-One Meetings for Audit Review
- vi. Mother's Day Event – Saturday, May 7, 2016
- vii. Updated Free Fresh Produce and Dried Foods Giveaway Schedule

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.

CITY OF WEST PARK
CITY COMMISSION MEETING MINUTES
APRIL 6, 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, April 6, 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 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; Carol Aubrun, Programs and Services Manager; Dan Millien, Public Works Superintendent; Chief Danzell Brooks, Police Department; Chief Michael Kane, Fire Department; Richard Cannone, Planning Department; Maritza Prebal, Supervisor of Administrative Services; Gia Lagana, Administrative Assistant; 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

1. Proclamation: Water Conservation Month - April 2016

Mayor Jones read aloud a proclamation declaring April, 2016 as *Water Conservation Month* in the City of West Park.

6. OPPORTUNITY FOR THE PUBLIC TO ADDRESS COMMISSION

Mayor Jones opened the Public Comments portion of the meeting.

Ms. Cynthia Strachan Saunders, announced the 100th Birthday of resident Ms. Lula Bell King, a longstanding resident of the City. She announced that a birthday celebration would be held on April 16, 2016 at the Carver Ranches Day Care Center. Ms. Saunders requested a commendation from the City

Commission in honor of Ms. King in an upcoming newspaper.

Ms. Strachan-Saunders announced that the Bowles-Strachan House a historical landmark, had finally completed installation of the handicap ramp and encouraged the public to come and tour the house.

Mayor Jones closed the Public Comments portion of the meeting.

7. RECESS CITY COMMISSION MEETING AND CONVENE THE TWIN LAKES WATER CONTROL DISTRICT BOARD MEETING

A motion was made by Commissioner Dorsett, and seconded by Commissioner Johnson, to recess the City Commission meeting and convene the Twin Lakes Water Control District Board Meeting.

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

8. APPROVAL OF MINUTES

1. March 2, 2016 – Regular Meeting

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

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

9. RESOLUTIONS – CONSENT ITEMS

A motion was made by Commissioner Dorsett, and seconded by Vice Mayor Mack, 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 2016-26: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WEST PARK, FLORIDA, AUTHORIZING THE MAYOR AND THE CITY ADMINISTRATOR TO EXECUTE THE ATTACHED WORK ORDER BETWEEN THE CITY OF WEST PARK AND R.J. BEHAR & COMPANY, INC. FOR THE PROVISION OF PROFESSIONAL ENGINEERING CONSULTING SERVICES FOR TRAFFIC CALMING IMPROVEMENTS AT THE INTERSECTION OF SW 20th STREET AND SW 57TH AVENUE; PROVIDING FOR AN ALLOCATION OF FUNDS; PROVIDING FOR AN EFFECTIVE DATE.**

- 2. ADOPTED RESOLUTION 2016-27: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WEST PARK, FLORIDA, REAPPOINTING DR. COREY ALLEN MONTGOMERY TO THE EDUCATION ADVISORY COMMITTEE; PROVIDING FOR AN EFFECTIVE DATE**

3. **ADOPTED RESOLUTION 2016-28:** A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WEST PARK, FLORIDA, AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A WORK AUTHORIZATION BETWEEN THE CITY OF WEST PARK AND CALVIN, GIORDANO & ASSOCIATES, INC. RELATED TO FUTURE EXPANSION OF THE TRANSIT ORIENTED CORRIDOR ZONING DISTRICT; PROVIDING FOR AN ALLOCATION OF FUNDS; PROVIDING FOR AN EFFECTIVE DATE.
4. **ADOPTED RESOLUTION 2016-29:** A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WEST PARK, FLORIDA, WAIVING COMPETITIVE SOLICITATION FOR AN ENGAGEMENT WITH S. DAVIS & ASSOCIATES RELATED TO REVIEW OF AGREED UPON PROCEDURES OF THE CITY'S CONTRACT WITH CALVIN, GIORDANO & ASSOCIATES FOR BUILDING PLAN REVIEW AND INSPECTION SERVICES; PROVIDING FOR AN ALLOCATION OF FUNDS; PROVIDING FOR AN EFFECTIVE DATE.
5. **ADOPTED RESOLUTION 2016-30:** A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WEST PARK, FLORIDA, AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE THE ATTACHED 2016 AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF WEST PARK FOR THE DIVISION AND DISTRIBUTION OF THE PROCEEDS OF THE ONE CENT LOCAL OPTION GAS TAX IMPOSED BY THE BROWARD COUNTY LOCAL OPTION GAS TAX ORDINANCE; PROVIDING FOR AN EFFECTIVE DATE
6. **ADOPTED RESOLUTION 2016-31:** A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WEST PARK, FLORIDA, AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE THE ATTACHED 2016 AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF WEST PARK FOR THE DIVISION AND DISTRIBUTION OF THE PROCEEDS OF THE THREE CENT LOCAL OPTION GAS TAX IMPOSED BY THE BROWARD COUNTY LOCAL OPTION GAS TAX ORDINANCE; PROVIDING FOR AN EFFECTIVE DATE
7. **ADOPTED RESOLUTION 2016-32:** A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WEST PARK, FLORIDA, AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE THE ATTACHED 2016 AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF WEST PARK FOR THE DIVISION AND DISTRIBUTION OF THE PROCEEDS OF THE FIVE CENT LOCAL OPTION GAS TAX IMPOSED BY THE BROWARD COUNTY LOCAL OPTION GAS TAX ORDINANCE; PROVIDING FOR AN EFFECTIVE DATE
8. **ADOPTED RESOLUTION 2016-33:** A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WEST PARK, FLORIDA, AUTHORIZING

THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE THE ATTACHED 2016 AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF WEST PARK FOR THE DIVISION AND DISTRIBUTION OF THE PROCEEDS OF THE SIX CENT LOCAL OPTION GAS TAX IMPOSED BY THE BROWARD COUNTY LOCAL OPTION GAS TAX ORDINANCE; PROVIDING FOR AN EFFECTIVE DATE

10. CITY MANAGER'S REPORT – W. Ajibola Balogun

A. Status/Updates:

i. Satisfactory Survey and Review of Agreed Upon Procedures for the Building Department's Services

Mr. Balogun deferred to Staff for this item.

Ms. Prebal and Ms. Lagana gave a PowerPoint presentation covering a recent survey of the Building Department's service to residents.

Commissioner Johnson asked whether the City was considering a written policy and procedure to conduct satisfaction surveys which would include consumer input. Mr. Balogun stated that this survey was conducted by Staff in this particular instance; however this was a starting point and future efforts would expand on the process further.

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

ii. Children's Services Council of Parks and Recreation Youth Force Program

Mr. Balogun advised that the Children's Services Council recently reviewed the City's Parks and Recreation Youth Force Program and provided a favorable report showing no findings in any parks and recreation related categories; he stated that as a result of this finding the City would receive even higher funding in future.

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

iii. Follow Up to Memorandum Issued on March 16, 2016 regarding our request during this year's State Legislative Session

Mr. Balogun indicated that an update to the memorandum provided on March 16, 2016 concerning this year's legislative session was included in the Agenda packet. He advised that

since the legislative session was held earlier in the year, only one item of the City's submitted requests had been approved for \$500,000 in funding for stormwater improvements.

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

iv. Grant Awards from Florida Recreation Development Assistance Program

Mr. Balogun advised that the City was recently approved for funding from Florida Recreation Development Assistance Program (FRDAP) for \$100,000 for the McTyre Park Cultural Center project and Water Tower Park development project.

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

v. Update from Broward Sheriff's Office Regarding Body Worn Camera Program

Mr. Balogun advised that the Broward Sheriff's Office would provide an update on the selection of cameras to be used in the body worn camera program. He announced that the Sheriff's Office would hold a press release in May concerning this item.

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

vi. Aging and Disability Resource Center of Broward County

Mr. Balogun advised that the invoice received from the ADRC was \$1,100 more than this year's budgeted amount. He stated that he informed the ADRC of his intent to request a resolution approving funding for the \$1,100 difference to the agency.

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

1. Revised Draft Small Business Grant Program Application

Mr. Balogun indicated that a revised draft of the Small Business Grant Application was provided in the Agenda packet. He stated that Staff would await any additional comments or input from the Commission before proceeding.

Commissioner Johnson commended Staff for the enhancements to the application and

asked when the Cone of Silence would open on this application. Mr. Balogun stated he had planned to wait until after the next Commission meeting to advertise this program, which would initiate the Cone of Silence.

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

2. Update on FY 2014 – 2015 Audit Preparation / Report

Mr. Balogun deferred to Chris Wallace, Finance Director.

Mr. Wallace advised that Staff expected to deliver the audit by the second meeting in May.

3. Update on Earth Day Event Planning

Mr. Balogun deferred to Dan Millien, Public Works Superintendent, Cesar Garcia, Parks and Recreation Superintendent, and Kenneth Rivera, of Waste Pro, to present this item.

Mr. Millien, Mr. Garcia and Mr. Rivera gave a brief presentation announcing this year's free **Earth Day Recycling Fair Celebration** on **Saturday, April 23, 2016 at 10:00 a.m. at 3501 SW 56 Avenue** and all the family activities that would be offered.

Mr. Rivera announced that Waste Pro was eager to partner with the City to host this event. He briefly explained items that would and would not be acceptable for recycling.

Additionally, he announced that the monthly **Free Fresh Foods Distribution** would be held at the same event.

Mr. Balogun announced that flyers were available for the public.

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

11. NEW BUSINESS

1. Kickball Group Event

Mayor Jones stated that Vice Mayor Mack had requested this item at the previous meeting.

Mr. Balogun advised that based on discussion at the last Commission meeting along with follow up meetings with the group coordinating the kickball event scheduled for Sunday, April 3, 2016 at Mary Saunders Park, he had chosen to waive \$560.00 in permit fees as a one-time occurrence. He requested that the City Commission make a motion ratifying the one-time waiver of the \$560.00 permit fees for the April 3, 2016 event.

A motion was made by Commissioner Dorsett, and seconded by Commissioner Johnson, to ratify the previously issued one-time waiver of \$560 for the kickball group's

event held on April 3, 2016.

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

Mr. Balogun deferred to Chief Danzell Brooks.

Chief Brooks gave a report on the police department's security assessment and complaints received concerning the April 3, 2016 kickball event held at Mary Saunders Park.

Commissioner Johnson stated that in his view the event was generally a success based on the majority of people governing themselves accordingly. He stated that during the permitted event, things appeared to go well. He stated that he would be open to hearing what more could be done to usher people out once the permitted event was finished. Chief Brooks stated that one measure would involve adding more detail officers; also, the event organizers could be asked to cooperate in getting participants to leave once the event was finished.

A motion was made by Commissioner Dorsett, and seconded by Commissioner Johnson, to allow a member of the public to speak.

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

Ms. Katrina Touchstone, 4821 SW 20 Street, thanked the City Commission and Staff for their assistance with the permit process for this event. Ms. Touchstone stated that participants of the kickball event started to clear the park and exit at 7 p.m. She stated that the complaints and incidents reported by Chief Brooks referred to activities that occurred after the event was finished. She stated that she did not want the activities mentioned by the Chief to overshadow the hard work and success of the event.

Mayor Jones requested that the logistics be worked out more smoothly going forward. He stressed that the community was not one entity and that all residents' concerns must be considered when it comes to events.

Commissioner Dorsett said the main concern of the Commission and Staff was protecting the safety of the community.

12. FUTURE AGENDA ITEMS

A motion was made by Commissioner Johnson, and seconded by Vice Mayor Mack, to request a status report from Staff on traffic calming initiatives on the next agenda.

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

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

14. ADJOURNMENT

There being no further business to come before this Body, the meeting adjourned at 8:16 p.m.

Respectfully Submitted By:

Alexandra Grant, City Clerk

Approved at the _____ City Commission Meeting

Eric H. Jones, Mayor



Office of the City Manager

W. Ajibola Balogun
City Manager

April 29, 2016

Mr. Michael Paul
Interstate Developers, LLC
5853 SW 21st Street
West Park, Florida 33023

Dear Mr. Paul:

Enclosed is **Check # 13945** in the amount of Twelve Thousand, Six Hundred Sixty-One Dollars and Ninety-Eight Cents (\$12,661.98) for city hall lease payment for **May, 2016**.

Please confirm receipt of the check with your signature below.

Thank you.

Sincerely,

W. Ajibola Balogun
City Manager

/Enclosure

Signed:

Interstate Developers, LLC

Date

RESOLUTION NO. 2016-37

Local Government Infrastructure Surtax

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WEST PARK, BROWARD COUNTY, FLORIDA, IMPOSING A ONE CENT PER DOLLAR LOCAL GOVERNMENT INFRASTRUCTURE SURTAX ON ALL AUTHORIZED TAXABLE TRANSACTIONS OCCURRING WITHIN BROWARD COUNTY, FLORIDA, AS AUTHORIZED BY SECTION 212.055(2), FLORIDA STATUTES, PROVIDING THAT THE IMPOSITION OF THE SURTAX SHALL NOT BE EFFECTIVE UNLESS APPROVED AT A REFERENDUM ELECTION; PROVIDING THAT THE IMPOSITION SHALL BE EFFECTIVE BEGINNING JANUARY 1, 2017 AND SHALL CONTINUE UNTIL REPEALED; PROVIDING FOR DISTRIBUTION OF SURTAX REVENUES PURSUANT TO LAW; DIRECTING THE SUPERVISOR OF ELECTIONS TO HOLD A REFERENDUM ELECTION ON NOVEMBER 8, 2016; PROVIDING BALLOT LANGUAGE AND A BRIEF DESCRIPTION OF INFRASTRUCTURE CAPITAL PROJECTS; PROVIDING FOR ADOPTION OF A RESOLUTION DETAILING PROJECT EXAMPLES; PROVIDING FOR PUBLIC DISTRIBUTION OF THIS RESOLUTION; DIRECTING THE CITY CLERK TO ADVERTISE THE SPECIAL REFERENDUM ELECTION IN ACCORDANCE WITH STATE LAW OR COORDINATE SUCH ADVERTISEMENT IN ACCORDANCE WITH STATE LAW WITH THE SUPERVISOR OF ELECTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Broward County and the municipalities of Broward County are presently without sufficient revenues to adequately fund the infrastructure needs within the County and are without sufficient fiscal resources to adequately fund infrastructure and equipment to address transportation and safety needs to benefit the local economy and the citizens of Broward County and the municipalities within Broward County; and

WHEREAS, the provision of adequate and efficient infrastructure facilities upon which the public depends on a day to day basis is a matter of great public concern to the citizens of Broward County and the City of West Park; and

WHEREAS, *Section 212.055(2), Florida Statutes*, entitled "Local Government Infrastructure Surtax", (the "Infrastructure Surtax Law") authorizes the imposition of a 0.5 percent or 1.0 percent local government infrastructure surtax upon transactions occurring within Broward County that are taxable pursuant to Chapter 212, Florida Statutes, subject to referendum approval; and

WHEREAS, the Infrastructure Surtax Law provides that "if the governing bodies of the municipalities representing a majority of the county's population adopt uniform resolutions establishing the rate of the surtax and calling for a referendum on the surtax, the levy of the surtax shall be placed on the ballot and shall take effect if approved by a majority of the electors of the

county voting in the referendum on the surtax"; and

WHEREAS, moneys received from the local government infrastructure surtax may be utilized to finance, plan, construct, renovate and improve needed infrastructure, establish an economic development trust fund, provide public safety vehicles, equipment and infrastructure, acquire land for public recreation, conservation or the protection of natural resources, improve infrastructure to address transportation and safety needs to benefit the local economy and the citizens of Broward County and the municipalities within Broward County, and such infrastructure projects will be for the use and benefit of the citizens of Broward County and municipalities within Broward County; and

WHEREAS, a brief description of the projects to be funded with revenues from the proposed infrastructure surtax is set forth in the ballot language contained in this Resolution, while a more specific project listing will be contained in a Resolution adopted by the City Commission of the City of West Park with the purpose of and intent of stating specific identified public infrastructure projects which would be specific projects to be funded from the revenues derived from the surtax; and

WHEREAS, the City of West Park, being a municipality representing a portion of the majority of the population of Broward County and together with other municipalities in Broward County representing a majority of the County's population, has the power and authority, pursuant to *Section 212.055(2) (a) 1, Florida Statutes*, to impose the local government infrastructure surtax, subject to approval at a referendum election and to call for the referendum election on the surtax; and

WHEREAS, *Section 212.055, Florida Statutes*, requires voter approval in a referendum election prior to imposition of the local government infrastructure surtax.

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

Section 1. Legislative Findings/Recitals. The above recitals are hereby adopted by the City Commission of the City of West Park as its legislative findings relative to the subjects and matters set forth in this Resolution.

Section 2. Authorization. This Resolution is specifically authorized by *Section 212.055(2), Florida Statutes*, and other applicable Florida law.

Section 3. Imposition of Local Government Infrastructure Surtax. There is hereby imposed a one cent per dollar local governmental infrastructure surtax upon all authorized taxable transactions occurring within Broward County from January 1, 2017 until the surtax is repealed.

Section 4. Distribution of Surtax Revenues. In accordance with *Section 212.055(2), Florida Statutes*, the Florida Department of Revenue shall distribute the proceeds of the revenues of the surtax hereby imposed in accordance with *Section 218.62, Florida Statutes*, or pursuant to interlocal agreement as set forth at *Section 212.055(2)(c), Florida Statutes*.

Section 5. Referendum Election.

(a) The surtax imposed in Section 3 of this Resolution shall not take effect unless and until approved by a majority of the electors of Broward County voting in a referendum election on the surtax.

(b) Upon receipt of this Resolution and uniform resolutions adopted by municipalities within Broward County representing a majority of the county's population, the Supervisor of Elections of Broward County is hereby directed to hold such referendum election on November 8, 2016.

(c) The Supervisor of Elections of Broward County shall cause the following question to be placed on the ballot:

**BROWARD COUNTY 1 CENT SALES SURTAX TO
FUND INFRASTRUCTURE IMPROVEMENTS**

To provide the funding for necessary public capital projects, Broward County and Broward cities require additional revenue. The proposed revenue source is a 1 cent (1.0¢) per dollar sales surtax on taxable transactions occurring within Broward County. These revenues would be used for funding public projects and improvements such as the renovation, reconstruction and construction of roads, streets, pedestrian safety projects, transportation projects, public buildings and associated capital facilities and equipment throughout Broward County.

 X

FOR THE 1-CENT SALES TAX

AGAINST THE 1-CENT SALES TAX

(d) A Resolution adopted by the City Commission of the City of West Park shall generally identify the public specific projects within the City of West Park, which would be funded by the surtax imposed herein subject to voter approval. A certified copy of said Resolution shall be provided to the Board of County Commissioners of Broward County and to each municipality within Broward County by the City Clerk, and that Resolution and this Resolution shall be made generally available to the public.

Section 6. Advertisement. The City Clerk shall ensure that notice of this referendum shall be advertised in accordance with the provisions of *Section 100.342, Florida Statutes*, or coordinate with the Supervisor of Elections relative to the publication of the advertisement. Proof of publication shall be provided to the City Administrator.

Section 7. Implementing Actions. The City Administrator is hereby authorized to take any actions necessary to implement the aims of this Resolution.

Section 8. Severability. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, it is the intent of the City Commission that such

invalidity shall not affect other provisions or applications of the Resolution which can be given effect without the invalid provision or application and, to this end, the provisions of this Resolution are declared severable.

Section 9. Conflicts. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

Section 10. Distribution of Resolution. The City Clerk is directed to distribute this Resolution to the Board of County Commissioners for Broward County, the Broward County League of Cities, the Broward County Supervisor of Elections, and each of the municipalities in Broward County.

Section 11. Effective Date.

(a) The surtax imposed herein shall be effective beginning January 1, 2017, if approved in the referendum election to be held on November 8, 2016.

(b) This Resolution shall take effect immediately upon adoption.

PASSED and ADOPTED this 4th day of May 2016 at the meeting of the City Commission of the City of West Park.

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
Commissioner Johnson
Commissioner Judeikis
Vice-Mayor Mack
Mayor Jones

_____ (Yes)
_____ (Yes)
_____ (Yes)
_____ (Yes)
_____ (Yes)

_____ (No)
_____ (No)
_____ (No)
_____ (No)
_____ (No)

RESOLUTION NO. 2016-____

Local Government Infrastructure Surtax

A RESOLUTION OF THE CITY _____ OF THE CITY OF _____, BROWARD COUNTY, FLORIDA, IMPOSING A ONE CENT PER DOLLAR LOCAL GOVERNMENT INFRASTRUCTURE SURTAX ON ALL AUTHORIZED TAXABLE TRANSACTIONS OCCURRING WITHIN BROWARD COUNTY, FLORIDA, AS AUTHORIZED BY SECTION 212.055(2), FLORIDA STATUTES, PROVIDING THAT THE IMPOSITION OF THE SURTAX SHALL NOT BE EFFECTIVE UNLESS APPROVED AT A REFERENDUM ELECTION; PROVIDING THAT THE IMPOSITION SHALL BE EFFECTIVE BEGINNING JANUARY 1, 2017 AND SHALL CONTINUE UNTIL REPEALED; PROVIDING FOR DISTRIBUTION OF SURTAX REVENUES PURSUANT TO LAW; DIRECTING THE SUPERVISOR OF ELECTIONS TO HOLD A REFERENDUM ELECTION ON NOVEMBER 8, 2016; PROVIDING BALLOT LANGUAGE AND A BRIEF DESCRIPTION OF INFRASTRUCTURE CAPITAL PROJECTS; PROVIDING FOR ADOPTION OF A RESOLUTION DETAILING PROJECT EXAMPLES; PROVIDING FOR PUBLIC DISTRIBUTION OF THIS RESOLUTION; DIRECTING THE CITY CLERK TO ADVERTISE THE SPECIAL REFERENDUM ELECTION IN ACCORDANCE WITH STATE LAW OR COORDINATE SUCH ADVERTISEMENT IN ACCORDANCE WITH STATE LAW WITH THE SUPERVISOR OF ELECTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Broward County and the municipalities of Broward County are presently without sufficient revenues to adequately fund the infrastructure needs within the County and are without sufficient fiscal resources to adequately fund infrastructure and equipment to address transportation and safety needs to benefit the local economy and the citizens of Broward County and the municipalities within Broward County; and

WHEREAS, the provision of adequate and efficient infrastructure facilities upon which the public depends on a day to day basis is a matter of great public concern to the citizens of Broward County and the City of _____; and

WHEREAS, Section 212.055(2), Florida Statutes, entitled "Local Government Infrastructure Surtax", (the "Infrastructure Surtax Law") authorizes the imposition of a 0.5 percent or 1.0 percent local government infrastructure surtax upon transactions occurring within Broward County that are taxable pursuant to Chapter 212, Florida Statutes, subject to referendum approval; and

WHEREAS, the Infrastructure Surtax Law provides that "if the governing bodies of the municipalities representing a majority of the county's population adopt uniform resolutions establishing the rate of the surtax and calling for a referendum on the surtax, the levy of the surtax shall be placed on the ballot and shall take effect if approved by a majority of the electors of the county voting in the referendum on the surtax"; and

52 **WHEREAS**, moneys received from the local government infrastructure surtax may be
53 utilized to finance, plan, construct, renovate and improve needed infrastructure, establish an
54 economic development trust fund, provide public safety vehicles, equipment and infrastructure,
55 acquire land for public recreation, conservation or the protection of natural resources, improve
56 infrastructure to address transportation and safety needs to benefit the local economy and the
57 citizens of Broward County and the municipalities within Broward County, and such infrastructure
58 projects will be for the use and benefit of the citizens of Broward County and municipalities within
59 Broward County; and

60 **WHEREAS**, a brief description of the projects to be funded with revenues from the proposed
61 infrastructure surtax is set forth in the ballot language contained in this Resolution, while a more
62 specific project listing will be contained in a Resolution adopted by the City _____ of the City
63 of _____ with the purpose of and intent of stating specific identified public
64 infrastructure projects which would be specific projects to be funded from the revenues derived from
65 the surtax; and

66
67 **WHEREAS**, the City of _____, being a municipality representing a portion of the
68 majority of the population of Broward County and together with other municipalities in Broward
69 County representing a majority of the County's population, has the power and authority, pursuant to
70 *Section 212.055(2)(a)1, Florida Statutes*, to impose the local government infrastructure surtax,
71 subject to approval at a referendum election and to call for the referendum election on the surtax; and

72
73 **WHEREAS**, *Section 212.055, Florida Statutes*, requires voter approval in a referendum
74 election prior to imposition of the local government infrastructure surtax.

75
76 **NOW, THEREFORE, BE IT RESOLVED BY THE CITY _____ OF THE CITY OF**
77 **_____ THAT:**

78
79 **Section 1. Legislative Findings/Recitals.** The above recitals are hereby adopted
80 by the City _____ of the City of _____ as its legislative findings relative to the
81 subjects and matters set forth in this Resolution.

82
83 **Section 2. Authorization.** This Resolution is specifically authorized by *Section*
84 *212.055(2), Florida Statutes*, and other applicable Florida law.

85
86 **Section 3. Imposition of Local Government Infrastructure Surtax.** There
87 is hereby imposed a one cent per dollar local governmental infrastructure surtax upon all authorized
88 taxable transactions occurring within Broward County from January 1, 2017 until the surtax is
89 repealed.

90
91 **Section 4. Distribution of Surtax Revenues.** In accordance with *Section 212.055(2),*
92 *Florida Statutes*, the Florida Department of Revenue shall distribute the proceeds of the revenues of
93 the surtax hereby imposed in accordance with *Section 218.62, Florida Statutes*, or pursuant to interlocal
94 agreement as set forth at *Section 212.055(2)(c), Florida Statutes*.

95
96 **Section 5. Referendum Election.**

97
98 (a) The surtax imposed in Section 3 of this Resolution shall not take effect
99 unless and until approved by a majority of the electors of Broward County voting in a
100 referendum election on the surtax.
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(b) Upon receipt of this Resolution and uniform resolutions adopted by municipalities within Broward County representing a majority of the county's population, the Supervisor of Elections of Broward County is hereby directed to hold such referendum election on November 8, 2016.

(c) The Supervisor of Elections of Broward County shall cause the following question to be placed on the ballot:

**BROWARD COUNTY 1 CENT SALES SURTAX TO
FUND INFRASTRUCTURE IMPROVEMENTS**

To provide the funding for necessary public capital projects, Broward County and Broward cities require additional revenue. The proposed revenue source is a 1 cent (1.0¢) per dollar sales surtax on taxable transactions occurring within Broward County. These revenues would be used for funding public projects and improvements such as the renovation, reconstruction and construction of roads, streets, pedestrian safety projects, transportation projects, public buildings and associated capital facilities and equipment throughout Broward County.

_____ FOR THE 1-CENT SALES TAX

_____ AGAINST THE 1-CENT SALES TAX

(d) A Resolution adopted by the City _____ of the City of _____ shall generally identify the public specific projects within the City of _____, which would be funded by the surtax imposed herein subject to voter approval. A certified copy of said Resolution shall be provided to the Board of County Commissioners of Broward County and to each municipality within Broward County by the City Clerk, and that Resolution and this Resolution shall be made generally available to the public.

Section 6. Advertisement. The City Clerk shall ensure that notice of this referendum shall be advertised in accordance with the provisions of *Section 100.342, Florida Statutes*, or coordinate with the Supervisor of Elections relative to the publication of the advertisement. Proof of publication shall be provided to the City Manager.

Section 7. Implementing Actions. The City Manager is hereby authorized to take any actions necessary to implement the aims of this Resolution.

Section 8. Severability. If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, it is the intent of the City Council that such invalidity shall not affect other provisions or applications of the Resolution which can be given effect without the invalid provision or application and, to this end, the provisions of this Resolution are declared severable.

Section 9. Conflicts. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

LOCAL GOVERNMENT INFRASTRUCTURE SURTAX

(“INFRASTRUCTURE SURTAX”)

Resolution Approval Requirements for Infrastructure Surtax Initiated by Municipalities

Authority: Section 212.055(2), F.S., authorizes municipalities representing a majority of the county’s population to initiate the Infrastructure Surtax through the adoption of uniform resolutions (a) establishing the rate of the surtax, and (b) calling for a countywide referendum on the Infrastructure Surtax.

Uniform Resolutions: A model “uniform” resolution has been prepared and distributed to the municipalities within Broward County in word format. We have enclosed the model resolution, and added line numbers for ease of reference with these instructions (Remove line numbers for agenda purposes). For municipalities that desire to adopt the resolution calling for a referendum on the Infrastructure Surtax, please follow the following steps:

Completion of Uniform Resolution

- 1) **Line 5 (in the Resolution title):** Fill in the blank with either “Commission” or “Council” as appropriate for your particular municipality. If your municipality is a Town or Village revise the word “City” (both instances) in line 5 to reference “Town” or Village” as appropriate.
- 2) **Line 6 (in the Resolution title):** Fill in the blank with the name of your municipality (ex. “Davie”, “Pembroke Pines”, “Weston”).
- 3) **Line 37:** Fill in the blank with the name of your municipality (ex. “Davie”, “Pembroke Pines”, “Weston”). If your municipality is a “Town” or “Village” revise the word “City” in line 37 to reference “Town” or Village” as appropriate.
- 4) **Line 63:** Fill in the blank with either “Commission” or “Council” as appropriate for your particular municipality. If your municipality is a Town or Village revise the word “City” (both instances) in line 63 to reference “Town” or Village” as appropriate.
- 5) **Line 64:** Fill in the blank with the name of your municipality (ex. “Davie”).
- 6) **Line 68:** Fill in the blank with the name of your municipality. If your municipality is a Town or Village revise the word “City” in line 68 to reference “Town” or Village” as appropriate.
- 7) **Line 77:** Fill in the blank with either “Commission” or “Council” as appropriate for your particular municipality. If your municipality is a Town or Village revise the word “City” (both instances) in line 77 to reference “Town” or Village” as appropriate.

- 8) **Line 78:** Fill in the blank with the name of your municipality (ex. "Davie").
- 9) **Line 81:** Fill in the first blank with either "Commission" or "Council"; fill in the second blank with the name of your municipality (ex. "Davie"). If your municipality is a "Town" or "Village" revise the word "City" (both instances) in line 81 to reference "Town" or Village" as appropriate.
- 10) **Line 124:** Fill in the first blank with either "Commission" or "Council"; fill in the second blank with the name of your municipality (ex. "Davie"). If your municipality is a "Town" or "Village" revise the word "City" (both instances) in line 124 to reference "Town" or Village" as appropriate.
- 11) **Line 125:** Fill in the blank with the name of your municipality (ex. "Davie"). If your municipality is a "Town" or "Village" revise the word "City" in line 125 to reference "Town" or Village" as appropriate.
- 12) **Line 128:** If your municipality is a "Town" or "Village" revise the word "City" before "Clerk" in line 128 to reference "Town" or Village" as appropriate.
- 13) **Line 131:** If your municipality is a "Town" or "Village" revise the word "City" before "Clerk" in line 131 to reference "Town" or Village" as appropriate.
- 14) **Line 134:** If your municipality is a "Town" or "Village" revise the word "City" before "Manager" in line 134 to reference "Town" or Village" as appropriate.
- 15) **Line 136:** If your municipality is a "Town" or "Village" revise the word "City" before "Manager" in line 136 to reference "Town" or Village" as appropriate.
- 16) **Line 140:** If your municipality's governing body is a Commission vs. a Council, revise the word "Council" after "City" in line 140 to reflect "Commission".
- 17) **Line 151:** If your municipality is a "Town" or "Village" revise the word "City" before "Clerk" in line 151 to reference "Town" or Village" as appropriate.
- 18) **Line 162:** Fill in the blank with either "Commission" or "Council" as appropriate for your particular municipality. If your municipality is a Town or Village revise the word "City" (both instances) in line 162 to reference "Town" or Village" as appropriate.
- 19) **Line 163:** Fill in the first blank with the name of your municipality (ex. "Davie").
- 20) **Signature lines:** Revise signature lines to conform to your municipality's standard practice.

Approval of Resolution

- 1) Once you have completed the Resolution as specified above, place the Resolution on your next available Commission or Council agenda.
- 2) If the Resolution is approved by your governing body, distribute signed and certified copies of the approved Resolution to (a) the Board of County Commissioners of Broward County, (b) each municipality within Broward County, and (c) the Broward League of Cities.
- 3) Your clerk should be prepared to publish notice of the referendum in accordance with Section 100.342, Fla. Stat.



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

Agenda #: 11A (ii)

To: City Commission
Through: W. Ajibola Balogun, City Manager
Re: **Proposed One-Cent Local Option
Transportation Sales Tax**

Date: April 20, 2016

During the most recent meetings of the Broward County Commission (BCC) and the Broward Metropolitan Planning Organization (MPO), the issue of the proposed one-cent local option transportation sales tax was discussed. On April 12, 2016, BCC approved a motion to discuss the issue with MPO to encompass a 70/30 split (70% of the annual revenue will be used by the County, while 30% will be distributed among the Cities); to establish the program through a trust account fund; to establish an oversight board; and that the 30% to be distributed among the Cities, will be on a per capita basis. Attached is BCC's summary of the agenda item discussed on April 12, 2016.

On April 14, 2016 the MPO Board discussed the issue and adopted the County's request for a 70/30 split. To comply with the statutory requirements in Section 212.055(2) which in part specifies that, "*if the governing bodies of municipalities representing a majority of the County's population adopt uniform resolutions establishing the rate of the surtax and calling for a referendum on the surtax, the levy of the surtax shall be placed on the ballot and shall take effect if approved by a majority of the electors of the County voting in the referendum on the surtax*", the MPO board provided the attached Local Government Infrastructure Surtax Resolution for all cities to consider. We plan to place the resolution on our next agenda for your consideration.

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

END OF MEMORANDUM

RESOLUTION NO. 2016-38

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WEST PARK, FLORIDA, AUTHORIZING THE CITY ADMINISTRATOR TO SUBMIT A 2017-2018 GRANT FUNDING APPLICATION TO THE FLORIDA DEPARTMENT OF STATE FOR THE CONSTRUCTION OF A CULTURAL CENTER AT MCTYRE PARK AND AUTHORIZING MATCHING FUNDS OF FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) FROM THE UNDESIGNATED FUND BALANCE; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of West Park ("City") desires to submit a grant funding application to the Florida Department of State for the construction of a Cultural Center at McTyre Park; and

WHEREAS, the Florida Department of State's Cultural Facilities Program coordinates and guides the State of Florida's support and funding of renovation, new construction, or acquisition of cultural facilities; and

WHEREAS, pursuant to Section 265.283(7), Florida Statutes, a cultural facility is a building which, shall be used for the programming, production, presentation, and exhibition of any of the arts and cultural disciplines; and

WHEREAS, such disciplines include: music, dance, theatre, creative writing, literature, architecture painting, sculpture, folk arts, photography, crafts, media arts, visual arts, and programs of museums; and

WHEREAS, the City Commission, upon recommendation of the City Administrator, desires to authorize the City Administrator to submit an application to the Florida Department of State for its 2017-2018 Cultural Facilities grant funding cycle; and

WHEREAS, the City Commission hereby authorizes matching funds of Five Hundred Thousand Dollars (\$500,000.00) to be allocated from the City's undesignated fund balance pursuant to the requirements for consideration as outlined in the grant funding application.

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 City Administrator to submit an application for the 2017-2018 Florida Department of State's Cultural Facilities grant, which is marked and attached hereto as Exhibit "A". 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. Allocation of Matching Funds. The City Commission hereby authorizes the allocation of Five Hundred Thousand (\$500,000.00) in matching funds from the City's undesignated fund balance.

Section 4. Effective Date. This Resolution shall be effective immediately upon its passage and adoption.

PASSED and ADOPTED this 4th day of May 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)

RESOLUTION NO. 2015-35

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WEST PARK, FLORIDA, AUTHORIZING THE CITY ADMINISTRATOR TO SUBMIT A 2016-2017 GRANT FUNDING APPLICATION TO THE FLORIDA DEPARTMENT OF STATE FOR THE CONSTRUCTION OF A CULTURAL CENTER AT MCTYRE PARK AND AUTHORIZING MATCHING FUNDS OF TWO HUNDRED FIFTY THOUSAND FROM THE UNDESIGNATED FUND BALANCE; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of West Park ("City") desires to submit a grant funding application to the Florida Department of State for the construction of a Cultural Center at McTyre Park; and

WHEREAS, the Florida Department of State's Cultural Facilities Program coordinates and guides the State of Florida's support and funding of renovation, new construction, or acquisition of cultural facilities; and

WHEREAS, pursuant to Section 265.283(7), Florida Statutes, a cultural facility is a building which, shall be used for the programming, production, presentation, and exhibition of any of the arts and cultural disciplines; and

WHEREAS, such disciplines include: music, dance, theatre, creative writing, literature, architecture painting, sculpture, folk arts, photography, crafts, media arts, visual arts, and programs of museums; and

WHEREAS, the City Commission, upon recommendation of the City Administrator, desires to authorize the City Administrator to submit an application to the Florida Department of State for its 2016-2017 Cultural Facilities grant funding cycle; and

WHEREAS, the City Commission, hereby authorizes matching funds of Two Hundred Fifty Thousand Dollars (\$250,000.00) to be allocated from the City's undesignated fund balance per the requirements for consideration as outlined in the grant funding application.

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 City Administrator to submit an application for the 2016-2017 Florida Department of State's Cultural Facilities grant, which is marked and attached hereto as Exhibit "A". 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. Allocation of Matching Funds. The City Commission hereby authorizes the allocation of Two Hundred Fifty Thousand (\$250,000.00) in matching funds from the City's undesignated fund balance.

Section 4. Effective Date. This Resolution shall be effective immediately upon its passage and adoption.

PASSED and ADOPTED this 6th day of May 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
Commissioner Johnson
Commissioner Judeikis
Vice-Mayor Mack
Mayor Jones

_____ (Yes)	_____ (No)

City of West Park
2017-2018 Cultural Facilities

Go to page:

Don't forget to save first at the bottom of the page!

- 1. Introduction
- 2. Project Documents
- 3. Proposal Budget
- 4. Matching Funds
- 5. Scope of Work
- 6. Need for Project and Operating Forecast
- 7. Project Impact
- 8. Project Team
- 9. Applicant Profile
- 10. Attachments and Support Materials
- 11. Review and Submit

PAGE 1 OF 11

Introduction

The introduction page has the following errors. You will not be able to submit until all errors are resolved.

- **Project Type** is blank.

- **Proposal Title** is blank.
- **Proposal Synopsis** is blank.
- Please provide the **Project Address**.
- Please provide the **Project City**.
- Please provide the **Project State**.
- Please provide the **Project Zip**.
- Please provide the **Project County**.
- Please provide the **Project Florida house district**.
- Please provide the **Project Florida senate district**.
- Please indicate if this is a **Multiphase Project**.
- Please provide your **Total Support and Revenue**.

1. Applicant Legal Status

Select the **legal status** of the applicant. Applicants must be either a Florida public entity or a Florida nonprofit, tax exempt corporation to be eligible. See program guidelines for details.

- Public Entity** (county or municipality)
- Nonprofit, Tax-Exempt**
- Other** (not an eligible response)
- This question has not been answered yet.**

2. Will the facility be used as a **Cultural Facility** at least 85% of the time?

A cultural facility is defined as a building which shall be used for the programming, production, presentation, exhibition of any of the arts and cultural disciplines (Section 265.283(7), Florida Statutes). These disciplines include music, dance, theatre, creative writing, literature, architecture, painting, sculpture, folk arts, photography, crafts, media arts, visual arts, and programs of museums.

- Yes
- No (not an eligible response)
- This question has not been answered yet.

3. Project **Type**

You may only choose one project type.

- Acquisition
- Renovation
- New Construction
- This question has not been answered yet.

4. Project **Title**

Include the facility name and project type. Do not repeat the applicant name. Example: "Sun Theatre Education Wing: Renovation Phase 1"

5. Project **Synopsis**

Briefly summarize the project narrative. Indicate how you will use grant funds, the major work items involved and the end product. Your synopsis will be published if your project is recommended for funding.

Character Count = 0/140 (save page to update)

[Empty text area for project narrative]

6. Project Location

Provide the physical address of the proposed facility.

Street Address

City

State

Zip

County

FL House #

FL Senate #

7. Is this a multiphase project?

Projects that have requested or will request more than 1 grant from the state over a 5 year period are considered multiphase. See [Guidelines: Number of Applications per Project](#) for details.

Yes

- No
- This question has not been answered yet.

8. How many phases are planned?

See [Guidelines: Number of Application per Project](#) or [Help: Phase Numbering](#) for information on phase numbering.

9. What phase number is this application?

See [Guidelines: Number of Application per Project](#) or [Help: Phase Numbering](#) for information on phase numbering.

10. What was your Total Support and Revenue for the last completed fiscal year?

Include the amount reported by a review, audit, or detailed operating budget. You will need to provide documentation of this number as an attachment. See [Guidelines: Total Support and Revenue](#) for details.

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Save

[Preview](#) (you must save first)

Save and Next

City of West Park
2017-2018 Cultural Facilities

Go to page:

Don't forget to save first at the bottom of the page!

- 1. Introduction
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Project Documents

1. Preliminary **design and development documents** are...

- Complete (required for eligibility)
- Not complete
- This question has not been answered yet.

2. Construction documents are...

- Complete
- Not complete
- This question has not been answered yet.

3. Construction permits are...

- In hand
- Applied for
- Neither in-hand nor applied for
- This question has not been answered yet.

Project Land and Building

4. Are you leasing the project land or building?

If leasing, the owner(s) must be:

- a not-for-profit, tax-exempt Florida corporation
- a public entity governed by a municipality or county
- No
- Yes, the land *and* the building
- Yes, the building
- Yes, the land

- This question has not been answered yet

5. Who currently **owns the land**?

You must provide documentation of unrestricted use of the land or of intent to sell (for acquisitions). See [Guidelines: Unrestricted Use of Land and/or Building](#) for details.

6. If leasing: How many years will remain on the **land lease** as of July 1 of the award year?

There must be at least 10 years left on the lease for the application to be eligible.

years

7. Who currently **owns the building**?

You must provide documentation of unrestricted use of the land or of intent to sell (for acquisitions). See [Guidelines: Unrestricted Use of Land and/or Building](#) for details. You must be able to record a Restrictive Covenant on the property for a period of ten (10) years after the grant is awarded.

8. If leasing: How many years will remain on the **building lease** as of July 1 of the award year?

There must be at least 10 years left on the lease for the application to be eligible.

years

9. How old is the building in years?

If the building is 50 years old or older, you must get the project plans approved by the Bureau of Historic Preservation. See [Guidelines: Current Architectural Plans](#) for information. No later than May 1, you must provide BHP Office with information and plans via email and copy elsie.rogers@dos.myflorida.com

years old

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City of West Park
2017-2018 Cultural Facilities

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Proposal Budget

Budget Overview

1. Proposal Budget Summary

Enter the request amount or matching funds for this proposal only. See [Guidelines: Matching Funds](#) for details on required match. Round amounts to the nearest dollar.

Project cost will be automatically calculated as the sum of request amount and confirmed matching funds.

Contingency is an amount of money dedicated to the project that can be used to pay for problems that might occur. It is not included in project cost. State funds may not be used to pay contingencies.

Request Amount	\$
Confirmed Matching Funds	\$
Project Cost	\$0
Contingency	\$

2. Are you requesting REDI match reduction?

Applicants in Rural Economic Development Initiative counties or communities may be eligible for a reduction in match. See [Guidelines: REDI Waiver](#) for more information. The State of Florida cannot waive all matching for this program; the match must be at least a one to one match.

- Yes
- No
- This question has not been answered yet.

3. What other state dollars will go into the project?

Identify the source and amount of any in-kind contributions, pledges, or cash from the State of Florida that will be used for the project. Remember: no state dollars from any source may be used as match.

# Source	Amount
1	\$

[Add row](#)

4. Have you requested or received funding from the Division of Historical Resources for this project?

- Yes
- No
- This question has not been answered yet.

5. Proposal Expense Details

List your estimated expenses and how they will be paid (from match, the grant, or both). Only include expenses that are specifically related to the project. Expenses may include an actual amount to be paid or the value of an in-kind contribution. See [Help: Proposal Budget Terms](#) for expense category descriptions and columns. Round amounts to the nearest dollar.

Rows must have a value in State, or Cash Match, or In-Kind Match. If all three columns are 0 or blank, the row will not be saved.

# Category	Description	State	Cash Match	In-Kind Match
1	<input type="text"/>	\$	\$	\$

[Add row](#)

6. Proposal Income (Match) Details

List your confirmed matching funds (resources presently available to designate to the project). Include cash on hand, irrevocable pledges, and in-kind or donated services and materials. See [Help: Proposal Budget Terms](#) for descriptions of income categories and columns. Round amounts to the nearest dollar.

Rows must have a value in Cash Match or In-Kind Match. If both columns are 0 or blank, the row will not be saved.

#	Category	Description	Cash Match	In-Kind Match
1	<input type="text"/>	<input type="text"/>	\$	\$

[Add row](#)

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[Preview](#) (you must save first)

City of West Park
2017-2018 Cultural Facilities

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Matching Funds

1. Matching Funds Statement

Describe the availability of your matching funds. See [Guidelines: Matching Funds](#) for specific match requirements.

[Text Formatting Options](#)

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2. Match Summary

Summarize your match by type. The total should match the total reported in your proposal budget and should be greater than or equal to the match required. See [Guidelines: Types of Match](#) for more information.

Project cost will be automatically calculated as the sum of request amount and confirmed matching funds.

Match Type	Amount	% of confirmed match (\$0)
Cash on Hand	\$ 0	0.0%
Expenditures	\$ 0	0.0%

Irrevocable Pledges	\$	0	0.0%
Documented In-Kind	\$	0	0.0%
Total	\$	\$0	0.0%

3. Are these matching funds being used to match any other **Department of State grants**?

You are not allowed to use the same dollars to match more than one Department of State grant.

- Yes
 No (required for eligibility)
 This question has not been answered yet.

Donor Profile

4. How many **donors** are supporting the project?

5. What is the **smallest contribution** received for the project? \$

6. What is the **largest contribution** received for the project? \$

7. What is the **population size** of the community?

8. Donor Profile: **Description of Donors**

Describe your donors (individual, local artist guild, parent teacher association, etc.). Additional donor information (including names) may be provided at your discretion. All information provided will become a part of public record. The Division must provide this information to the public on request.

[Text Formatting Options](#)

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9. Donor Profile: **Percentage of Community Support**

What percentage of the community supports your project? You may wish to group like donors (individual, organizations, corporations, government, etc.)

[Text Formatting Options](#)

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2017-2018 Cultural Facilities

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Scope of Work

The Scope of Work section contains different questions based on the number of phases in the project. Please indicate if your project is multiphase or single phase on [page 1](#) of the application.

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2017-2018 Cultural Facilities

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Need for Project and Operating Forecast

1. Need for Project

Describe your need for the project (or portion of the project on which grant funds will be spent). Discuss need for additional space (performance, exhibition, office, work, or storage) and your history of organization growth. Discuss increased square footage or increased utility. Reference long term

construction or renovation needs documented in a long-range plan.

[Text Formatting Options](#)

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2. Operating Forecast Detail

Describe how the space will be used and the related costs. Incorporate budgetary figures where appropriate. You may reference a budget spreadsheet (provided as support material) or incorporate the revenue and expense figures into the narrative. Consider both staffing and programming needs. Include:

- New staff that will be needed
- Programs that will be added, expanded or improved
- Additional expenses to the organization
- New revenue sources that will be used to offset the added expense

[Text Formatting Options](#)

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3. Fiscal Stability

Provide a statement on your sustained fiscal stability. Explain all deficits, losses, or negative trends. Explain how causes for concern will be overcome. Consider in your response whether your organization's financial record shows increasing fund balance deficits or unrestricted operating deficits.

[Text Formatting Options](#)

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Changes in Operation

4. Changes in Operating Expenses

Provide a summary of how your operating expenses will change after the project is completed.

#	Description	FYE 2017	FYE 2018 (Project Completed)	FYE 2019	FYE 2020
1		\$	\$	\$	\$

[Add row](#)

5. Changes in Operating Income

Provide a summary of how your operating income will change after the project is completed.

#	Description	FYE 2017	FYE 2018 (Project Completed)	FYE 2019	FYE 2020
1		\$	\$	\$	\$

[Add row](#)

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2017-2018 Cultural Facilities

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Project Impact

1. Community Impact of Project

Discuss how the *project* will serve the city, county, or region, especially regarding new or improved programming and community services. Include information on:

- organizations and local artists that will use the facility

- educational or research opportunities
- access for underserved groups
- economic, historical, environmental or architectural significance

[Text Formatting Options](#)

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2. Financial Impact of Project

Discuss the financial impact the project will have on your operations, maintenance, and programming? Address plans for community development, fundraising campaigns, operational grants, and endowment opportunities.

[Text Formatting Options](#)

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3. Environmental Impact of Project

Discuss the impact your construction or renovation will have on Florida's environment. Describe any environmentally friendly/sustainable aspects of your facility (existing or planned). Consider:

- Impact on human health and the environment (light pollution, low emitting materials, etc.)
- LEED, Energy Star or green building certifications
- Water and energy efficiencies
- Site features (building reuse, habitat preservation, etc.)

See [Help: Environmentally Friendly/Sustainable Design](#) for more information.

Also consider how the project meets the fourth key element of the Culture Builds Florida Strategic Plan: Advancing Design and Development.

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Project Team

1. Organization Staff

List the organization staff dedicated to the completion of the project or phase and their project related responsibilities. How many paid staff will be dedicated to this project?

[Text Formatting Options](#)

Character Count = 0/1655 (save page to update)

2. Project Team

List the project team including the names and addresses of the architect, engineer, design consultants, and general contractor. If the project does not require an architect, then list the person who will be responsible for the construction, renovation, or acquisition. A project team must be named to be considered for funding. Will you hire a certified contractor to manage the project?

[Text Formatting Options](#)

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3. Project Architect/Engineer

Honorific

First Name

Last Name

Address

City

State

Zip

4. Project Contractor

Honorific

First Name

Last Name

Address

City

State

Zip

Project Officials and Contact

5. Official with Authority to contract for the Property Owner

Honorific

First Name

Last Name

Title

Phone

6. Official with Authority to contract for the Applicant

Typically the executive director or a board member

Honoric

First Name

Last Name

Title

Phone

7. Chief Financial Officer for the Applicant

Honoric

First Name

Last Name

Title

Phone

8. Grant Contact

Select a person from your organization to serve as the primary contact for this grant application. The contact should be able to answer direct questions about the application, provide update information or materials (if requested) and complete required reports. The contact may be different from the authorizing official who is typically the executive director or a board member.

Provide a direct email address and phone number (if possible).

Honoric

First Name

Last Name

Title

Phone

Email Address

Please note that under Florida law, e-mail addresses are public records. The grant contact email address will be available to the public on request.

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Applicant Profile

Please review the following applicant profile information.

1. Corporate Name

City of West Park

2. Phone

954-989-2688

3. Principal Address

Note: You are required to provide the 9-digit zip code (ex: 12345-6789) for your principal address so that we can verify your district numbers. You can [look up your zip+4](#) at USPS.gov.

Street 1965 South State Road 7

City West Park

County Broward

State Florida

Zip + 4 33023-6333

Fl House # 36

Fl Senate # 101

US Cong. # 24

4. Mailing Address

Street 1965 South State Road 7

City West Park

State Florida

Zip 33023

5. Payment Address

Street 1965 South State Road 7

City West Park

State Florida

Zip 33023

6. National Endowment for the Arts Descriptors

Applicant Status Government - Municipal

- Elementary School
- Middle School
- Parent-Teacher Organization
- School District
- School of the Arts
- Secondary School
- Vocational/Technical School
- Other School
- Government**
- Government - Executive

Institution Type

Applicant Race No Single Group Listed Above

Applicant Discipline Multidisciplinary

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2017-2018 Cultural Facilities

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Street 1965 South State Road 7

City West Park

County Broward ▾

State Florida ▾

Zip + 4 33023-6333

Fl House # 36

Fl Senate # 101

US Cong. # 24

4. Mailing Address

Street 1965 South State Road 7

City West Park

State Florida ▾

Zip 33023

5. Payment Address

Street 1965 South State Road 7

City West Park

State

Zip 33023

6. National Endowment for the Arts Descriptors

Applicant Status

- Elementary School
- Middle School
- Parent-Teacher Organization
- School District
- School of the Arts
- Secondary School
- Vocational/Technical School
- Other School
- Government**
 - Government - Executive

Institution Type

Applicant Race

Applicant Discipline

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Attachments and Support Materials

1. Attachments

Attachments may be any of the following formats:

- documents (.pdf, .txt) up to 10MB
- images (.jpg, .gif) up to 5MB

- audio (.mp3) up to 10MB or
- video (.mp4, or .mov) up to 200MB

See [Guidelines: Attachments and Support Materials \(opens in a new window\)](#) for additional details and requirements.

1. **Matching Funds** Documentation

Browse

2. Documentation of **Unrestricted Use or Intent to Sell**

Browse

3. Documentation of **Total Support and Revenue**

Browse

4. 8.5 x 11 inch reduction of **Current Architectural Plans**

Browse

5. Documentation of **Local Support**

Up to 6 letters of support from local officials and community groups, OR a list of officials with signatures.

Browse

6. **BHP Determination Letter**

If the facility is 50 years old or older, you must submit a determination letter from the Bureau of Historic Preservation (BHP) approving the project plans. If the determination letter is not available at the time you submit this application, you must submit it to the Division prior to the panel meeting.

[Browse](#)

Support Materials (Optional)

2. Will you be submitting support materials?

Support materials are suggested but not required. See the guidelines for additional information.

- I will upload my support materials below
- I will not be submitting support materials (skip the next question)
- This question has not been answered yet

3. Support Materials List

You have 0/10 support materials uploaded.

4. Add Support Material

To add a support material enter a title and optional description. Then select a file and click the Upload File button. See [Guidelines: Attachments and Support Materials \(opens in a new window\)](#) for additional details and requirements.

Title

A few brief but descriptive words. Example: "Support Letter from John Doe".

File

Select a file from your computer.

Browse

It may be any of these formats:

- document (.pdf, .txt) up to 10MB
- image (.jpg, .gif) up to 5MB
- audio (.mp3) up to 10MB or
- video (.mp4, or .mov) up to 200MB

Description (optional)

Additional details about the support materials that may be helpful to staff or panelists.

Upload File

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Review and Submit

The application has the following errors. You will not be able to submit until all errors are resolved.

Introduction Errors

You must correct the following **Introduction** errors.

1. **Project Type** is blank.
2. **Proposal Title** is blank.
3. **Proposal Synopsis** is blank.
4. Please provide the **Project Address**.
5. Please provide the **Project City**.
6. Please provide the **Project State**.
7. Please provide the **Project Zip**.
8. Please provide the **Project County**.
9. Please provide the **Project Florida house district**.
10. Please provide the **Project Florida senate district**.
11. Please indicate if this is a **Multiphase Project**.

Project Documents Errors

You must correct the following **Project Documents** errors.

1. Please indicate the status of your **preliminary design and development documents**.
2. Please indicate the status of your **construction documents**.
3. Please indicate the status of your **construction permits**.
4. Please indicate your **leasing status**.
5. Please indicate who currently **owns the land**.
6. Please indicate who currently **owns the building**.
7. Please indicate the **age of the building**.

Proposal Budget Errors

You must correct the following **Proposal Budget** errors.

1. Please enter your **request amount**.
2. Please enter the amount of **confirmed match**.
3. Please indicate if you are **requesting REDI**.
4. Please indicate if you have received or requested **funding from the Division of Historical Resources**.
5. You have not entered any **proposal expenses**.

6. You have not entered any **proposal income**.

Matching Funds Errors

You must correct the following **Matching Funds** errors.

1. **Matching Funds Statement** is blank.
2. At least 25% of the required match must be **cash on hand**.
3. Expenditures plus cash-on-hand must be at least 50% of the **required match**.
4. Your **match summary total** (\$0) does not equal your **confirmed match** from page 3 (\$0).
5. Please indicate if matching funds are being used to **match any other Department of State grants**.
6. Please indicate the **number of donors** supporting this project.
7. Please indicate the **smallest contribution** received for the project.
8. Please indicate the **largest contribution** received for the project.
9. Please indicate the **population size** of the community.
10. **Donor description** is blank.
11. **Community support** is blank.

Scope of Work Errors

You must correct the following **Scope of Work** errors.

1. **Single Phase Project Description** is blank.
2. **Single Phase Spending Plan** is blank.
3. **Single Phase Project Timeline** is blank.

Need for Project and Operating Forecast Errors

You must correct the following **Need for Project and Operating Forecast** errors.

1. **Need for Project** is blank.
2. **Operating Forecast Detail** is blank.
3. **Fiscal Stability** is blank.

Project Impact Errors

You must correct the following **Project Impact** errors.

1. **Community Impact of Project** is blank.
2. **Financial Impact of Project** is blank.
3. **Environmental Impact of Project** is blank.

Project Team Errors

You must correct the following **Project Team** errors.

1. **Organization Staff** is blank.
2. **Project Team** is blank.
3. **Project Architect/Engineer** is missing the following information.

- o Honorific
- o First Name
- o Last Name
- o Address
- o City
- o State
- o Zip

4. **Project Contractor** is missing the following information.

- o Honorific
- o First Name
- o Last Name
- o Address
- o City
- o State
- o Zip

5. **Property Owner Authorized Official** is missing the following information.

- o Honorific
- o First Name
- o Last Name
- o Title
- o Phone

6. **Applicant Authorized Official** is missing the following information.

- o Honorific
- o First Name
- o Last Name
- o Title
- o Phone

7. **Applicant Chief Financial Officer** is missing the following information.

- o Honorific
- o First Name
- o Last Name
- o Title
- o Phone

8. **Grant Contact** is missing the following information.

- o Honorific
- o First Name
- o Last Name
- o Title
- o Phone
- o Email

Attachments and Support Materials Errors

You must correct the following **Attachments and Support Materials** errors.

1. Your **Matching Funds Documentation** is not uploaded. Please select a file and use the save button below to upload it.
2. Your **Documentation of Unrestricted Use or Intent to Sell** is not uploaded. Please select a file and use the save button below to upload it.
3. Your **Documentation of Total Support and Revenue** is not uploaded. Please select a file and use the save button below to upload it.
4. Your **Current Architectural Plans** are not uploaded. Please select a file and use the save button below to upload it.
5. Your **Documentation of Local Support** is not uploaded. Please select a file and use the save button below to upload it.
6. You have not indicated **if you will be submitting support materials**.

Preview

[Preview application](#)

Certification

Your application still has errors. **You will not be able to submit this application until they are fixed.** Please **review and correct the errors** at the top of the page.

I have reviewed the application and am ready to submit. I understand that the electronic submission of this application serves as the signature of the authorized official. I understand that I will not be able to make changes to the application after it has been submitted.

By submitting this application, I certify that I am the authorized official or a delegated representative of

the applicant and that the information contained in this application is true and accurate to the best of my knowledge.

Submit

I have reviewed the application and read the certification and I am ready to submit the application.

Submit Application

RESOLUTION NO. 2016-39

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WEST PARK, FLORIDA, APPROVING THE IMPLEMENTATION OF AN EXPEDITED DEVELOPMENT REVIEW AND PERMITTING PROCESS FOR NEW, EXPANDING OR RELOCATED BUSINESSES IN ORDER TO BECOME A PLATINUM PERMITTING CITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Greater Fort Lauderdale Alliance ("Alliance") is strongly encouraging Broward County municipalities to implement an expedited development review and permitting process for new, expanding or relocated businesses; and

WHEREAS, promoting economic development is important for the City of West Park ("City"); and

WHEREAS, in order to be recognized as a Platinum Permitting City, participating municipalities must adopt a streamlined permitting resolution focused on permitting excellence; and

WHEREAS, the Mayor and City Commission of the City of West Park have determined that becoming recognized as a "Platinum Permitting City" is in the best interests of the City and its residents.

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. Approval of Permitting Plan. The City Commission of the City of West Park hereby approves the implementation of an expedited development review and permitting process for new, expanding or relocated businesses in order to become a Platinum Permitting City.

Section 3. Authorization of City Administrator. The City Administrator is hereby authorized to take all necessary and expedient action to effectuate the intent of this Resolution.

Section 4. Effective Date. This Resolution shall be effective immediately upon its passage and adoption.

PASSED and ADOPTED this 4th day of May 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)

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RESOLUTION NO. R-2015-818

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA, APPROVING THE IMPLEMENTATION OF AN EXPEDITED DEVELOPMENT REVIEW AND PERMITTING PROCESS FOR NEW, EXPANDING, OR RELOCATED BUSINESSES IN ORDER TO BECOME A PLATINUM PERMITTING TOWN; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Greater Fort Lauderdale Alliance (“Alliance”) is strongly encouraging Broward County municipalities to implement an expedited development review and permitting process for new, expanding, or relocated businesses; and

WHEREAS, promoting economic development is important for the Town of Hillsboro Beach; and

WHEREAS, in order to be recognized as a Platinum Permitting Town, participating municipalities must adopt a streamlined permitting resolution focused on permitting excellence; and

WHEREAS, the Mayor and Town Commission have determined that becoming recognized as a Platinum Town is in the best interest of the Town and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF HILLSBORO BEACH, FLORIDA THAT:

SECTION 1. The foregoing "WHEREAS" clauses are true and correct and hereby ratified and confirmed by the Town Commission. All exhibits attached hereto are hereby incorporated herein.

SECTION 2. The Town Commission of the Town of Hillsboro Beach, Florida, hereby approves the implementation of an expedited development review and permitting process for new, expanding, or relocated businesses in order to become a Platinum Permitting Town.

SECTION 3. The appropriate Town officials are authorized and directed to execute the necessary documents to comply with this Resolution.

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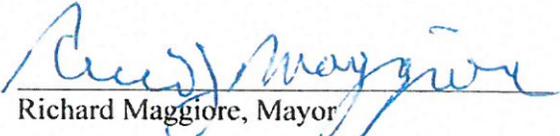
SECTION 4. All Resolutions or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

SECTION 5. If any clause, section or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered eliminated and will in no way affect the validity of the other provisions of this Resolution.

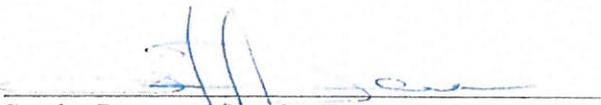
SECTION 6. This Resolution shall become effective immediately upon its passage and adoption.

ADOPTED by the Town Commission of the Town of Hillsboro Beach, Florida this 3 day of November, 2015.

TOWN OF HILLSBORO BEACH, FLORIDA


Richard Maggiore, Mayor

ATTEST:


Sandra Demarco, Interim Town Clerk

RESOLUTION NO. 2016-40

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WEST PARK, FLORIDA, ACCEPTING THE QUOTE FROM KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC. FOR THE LEASE OF ONE (1) KONICA MINOLTA BIZHUB C368 COLOR COPIER FOR USE BY THE PARKS AND RECREATION DEPARTMENT AT MARY SAUNDERS PARK; AUTHORIZING THE CITY ADMINISTRATOR TO TAKE NECESSARY AND EXPEDIENT ACTION; PROVIDING FOR AN ALLOCATION OF FUNDS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of West Park ("City") presently leases a color copier from Konica Minolta Business Solutions U.S.A., Inc. ("KMBSI") a/k/a CopySource Incorporated which is utilized by the City's Parks and Recreation Department at Mary Saunders Park; and

WHEREAS, during the process of planning of the City's budget for the upcoming fiscal year, the City Administrator identified potential costs savings measures connected with the lease of a color copier for Mary Saunders Park and solicited quotes from various vendors for copiers that met certain City specifications; and

WHEREAS, KMBSI provided the lowest quote for a leased copier that met the City's specifications; and

WHEREAS, the lease of a color copier for Mary Saunders Park will be financed by Konica Minolta Premier Finance and subject to the City's annual budgeted fiscal year appropriation of funds; and

WHEREAS, the City Commission of the City of West Park, upon recommendation of the City Administrator, desires to accept the quote from Konica Minolta Business Solutions U.S.A., Inc. for the lease of one (1) Konica Minolta Bizhub C368 Color Copier for Mary Saunders Park, not to exceed the unit prices for services as set forth in the quotation marked Exhibit "A" attached hereto.

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. Acceptance of Quote. The City Commission of the City of West Park hereby accepts the quote from Konika Minolta Business Solutions U.S.A., Inc. a/k/a CopySource Incorporated for the lease one (1) Konika Minolta Bizhub C368 Color Copier for Mary Saunders Park, not to exceed the prices and terms for services as set forth in Exhibit "A" attached hereto.

Section 3. Authorization of City Administrator. The City Administrator of the City of West Park is hereby authorized to take all necessary and expedient action to carry out the intent of this Resolution.

Section 4. Allocation of Funds. The City Commission hereby authorizes the expenditure for the Mary Saunders Park color copier lease, from budget account number 01-72-00-572-440-00.

Section 5. Effective Date. This Resolution shall be effective immediately upon its passage and adoption.

PASSED and ADOPTED this 4th day of May 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)



CUSTOMER AGREEMENT



M/A	SALES REP NAME	SALES REP NO.	DATE	ORDER STAGE NO.
<input type="checkbox"/> Y <input type="checkbox"/> N	SKYE		APRIL 29, 2016	
ACCOUNT <input type="checkbox"/> NEW <input type="checkbox"/> EXISTING				NATURE OF BUSINESS

B COMPANY CITY OF WEST PARK	S COMPANY MARY SANDERS & MCTYRE PARK
I CONTACT MARITZA PREBAL	H CONTACT
L ADDRESS 1965 SOUTH STATE ROAD 7	I ADDRESS
L CITY WEST PARK STATE FL ZIP + 4 33023	P CITY STATE ZIP + 4
T PHONE 954.989.2688 FAX 954.989.2684	T PHONE FAX
O EMAIL MPREBAL@CITYOFWESTPARK.ORG COUNTY	O EMAIL COUNTY

EQUIPMENT					
QTY	MODEL #	DESCRIPTION	SERIAL NO.	UNIT PRICE	EXTENDED PRICE
2	1 C368	KONICA MINOLTA BIZHUB C368			
	2	PRINT/SCAN/FAX			
	3	STAPLE & HOLE PUNCH FINISHER			
	4				
	5				
	6				
	7				
	8				
	9				
	10				
	11				

If out of service area Billing performed by <input type="checkbox"/> Servicing Dealer <input type="checkbox"/> Original Dealer		SUB TOTAL
Customer <input checked="" type="checkbox"/> accepts <input type="checkbox"/> declines auto meter read and auto supply	<input type="checkbox"/> LEASE <input type="checkbox"/> RENTAL TERMS No. of Months <u>63</u> Monthly Payments <u>\$1,282.00</u> plus tax. \$ <u>0</u> First & Last <u>0</u> month's rent. \$ <u>0</u> Security Deposit	DELIVERY
Accessibility <input type="checkbox"/> Stairs <input type="checkbox"/> Ramp <input type="checkbox"/> Loading Dock	PAYOFF TO: <u>GE CAPITAL</u> UPGRADE <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO ACCOUNT NUMBER: <u>7692687-006 & -007</u>	TAX
Special Instructions: _____ _____ _____		DIGITAL INSTALL
Customer will receive final invoice for current meters.		Meter Read Contact: Name: _____ Tele: _____ Fax: _____ E-mail: _____
		THIS IS A NON-CANCELABLE CONTRACT

ACCEPTANCE: THIS AGREEMENT IS NOT VALID UNLESS SIGNED BY AN OFFICER OF COPYSOURCE INCORPORATED. X _____ OFFICER APPROVAL	X _____ SALES REPRESENTATIVE X _____ MANAGER APPROVAL	X _____ AUTHORIZED CUSTOMER SIGNATURE X _____ PRINTED CUSTOMER SIGNATURE
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ADDITIONAL TERMS AND CONDITIONS

1. This Agreement, which only covers the purchase or lease of the equipment described on the front page, shall not be binding or otherwise in effect unless and until signed by an officer of CopySource, Incorporated ("CSI").
2. Delivery of equipment to Customer shall be F.O.B. CSI's warehouse locations with freight, packaging, insurance, and other transportation charges to be prepaid by Customer on or before the shipping date. CSI may prepay the charges, in which case Customer shall promptly reimburse CSI. All equipment shall be transported in CSI's or manufacturers' standard packaging to Customer at the ship to address set forth in this Agreement. Delivery of equipment to common carrier (selected by CSI) shall constitute satisfactory delivery by CSI to Customer.
3. Shipping dates, if any, are mere estimates. CSI shall not be liable for any loss or expense (consequential or otherwise) incurred by Customer as a result of any delay in delivery for any reason other than arbitrary refusal by CSI to perform. CSI may deliver equipment in installments and invoice accordingly. If shipment is delayed at Customer's request, CSI may invoice customer for all equipment prior to shipment and delivery.
4. Title to the equipment shall remain with CSI at all times (except, in the case of purchased equipment upon Customer having fully satisfied all of its obligations under this Agreement), and Customer shall have no right, title or interest except as otherwise provided herein. Customer, at its expense, shall protect and defend CSI's title to the equipment and shall keep the equipment free and clear from any and all claims, liens, and encumbrances (except for those created or expressly authorized in writing by CSI), and shall not assign or encumber the equipment. In the event of default by Customer of any of its obligations to CSI or the financing company, as applicable, CSI shall have the right, without liability to customer, to enter upon any premises of Customer where the equipment is stored and repossess the equipment with or without legal process. In the event the equipment is not paid for and therefore picked-up there will also be a \$.05 per copy usage and reasonable pick-up charge.
5. Risk of loss shall pass to Customer upon earlier of date that CSI is prepared to deliver (in case of Customer delay) or delivers the equipment to common carrier regardless of whether the equipment conforms to terms of this Agreement, and no damage, loss, theft, or destruction of the equipment, in whole or in part, shall impair the obligations of Customer under this Agreement, all of which shall continue in full force and effect. If the equipment shall suffer damage, loss, theft, or destruction, Customer, at CSI's option, shall repair or replace the equipment, or compensate CSI for the loss.
6. Customer shall, at its own expense, procure and maintain such insurance coverage on equipment as may be required by CSI or financing company, as applicable, with coverage to include provisions for protection of CSI notwithstanding any act, neglect, default of or by Customer, payment of insurance proceeds to be made to CSI or financing company, as applicable, and also provide that policy may not be modified or terminated unless CSI is given sixty days prior written notice. Customer shall promptly provide CSI with certificate of insurance.
7. If any payment is not made as and when due, whether by acceleration or otherwise, late payment shall bear interest at maximum rate permitted by applicable law, or if applicable law provides no maximum rate, at annual rate of eighteen percent ("default rate"). CSI or financing company, as applicable, may also at any time revoke any credit extended to Customer if for any reason CSI or financing company is insecure or otherwise concerned about creditworthiness of Customer, in CSI's or financing company's, as applicable, sole discretion, in which case all payments shall be accelerated and immediately due and payable, and, until paid, shall bear interest at default rate.
8. This Agreement may not be cancelled by Customer unless herein, in which case, Customer shall as a condition of such cancellation promptly pay CSI's reasonable costs and expenses incurred prior to the date of cancellation, plus an additional amount to compensate CSI for all profits that CSI expected to realize under this Agreement (reduced only by the amount of any previously received payments from Customer). CSI may cancel this Agreement at any time if CSI determines that its performance is commercially impracticable, in which case CSI shall inform Customer of its determination and shall not be obligated to pay any damages alleged or compensation demanded by to Customer.
9. CSI warrants to Customer only that the equipment, upon installation or delivery, if Customer delays installation, will conform in all material respects to CSI's written specifications and will be free from defects in material and workmanship. CSI's obligation under this warranty is limited, at CSI's sole option, to repairing at CSI's office or at the location of the equipment, or replacing any equipment or parts thereof that CSI determines to be nonconforming and otherwise covered by the limited warranty. Customer shall promptly notify CSI in writing of any alleged defects in the equipment. CSI shall have no obligation under or in respect of this limited warranty unless it receives written notice and description of the alleged defect within thirty days of installation or delivery, as applicable. Upon receipt of such notice, and determination by CSI that there is a covered defect, CSI shall either inform Customer that the equipment will be serviced at the location of the equipment or otherwise instruct Customer as to the part or parts to be returned to CSI for repair or replacement, in which case CSI will pay the cost of transporting repaired or replaced equipment back to Customer, and reimburse Customer for the reasonable transportation costs incurred by Customer in returning the equipment to CSI that CSI determines to have been defective and otherwise required repair or replacement. Otherwise, Customer shall be solely responsible for all transportation costs (to and from CSI). Notwithstanding, and without limiting the generality of the foregoing, the limited warranty shall not apply to any equipment which has been (a) used or otherwise operated in a manner inconsistent with the use intended by CSI, (b) modified or repaired by anyone other than CSI's authorized service representative in a manner which adversely affects its operation or reliability, or (c) damaged because of accident, neglect, or misuse by anyone other than CSI personnel, failure or surge of electrical power, air conditioning or humidity control, transportation, or other causes other than ordinary use. THE FOREGOING WARRANTY APPLIES ONLY TO CUSTOMER AND IS IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
10. This Agreement and any, maintenance, leasing, and financing agreement executed in connection herewith contain the sole and entire agreement between the parties with respect to subject matter hereof and supersede any and all prior written or oral agreements among the parties with respect to such subject matter. No maintenance or servicing of equipment is contemplated unless and to extent agreed in a separately executed maintenance or service agreement. No amendment or modification of this Agreement shall be valid unless in writing and duly executed by the parties to this Agreement. For purposes of this Agreement, only an officer of CSI is authorized to execute documents on behalf of, and otherwise bind, CSI.
11. Customer may not assign any rights or obligations under this Agreement. Waiver by any party of any breach of this Agreement shall not constitute a continuing waiver or a waiver of any other breach of this Agreement. The invalidity of any one or more of the provisions of this Agreement shall not affect the enforceability of the remaining portions of this Agreement, all of which are inserted conditionally on their being valid in law, and, in the event that any one or more provisions in this Agreement are declared invalid, this Agreement shall be construed as if such invalid provision had not been inserted.
12. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Any claim, suit, action or proceeding arising out of or relating to this Agreement shall be submitted for adjudication exclusively in any state or federal court sitting in Broward County, Florida and each party hereto expressly agrees to be bound by such selection of jurisdiction and venue for purposes of such adjudication.
13. In any action to enforce this Agreement, or where any provision is validly asserted as a defense, prevailing party shall be entitled to recover reasonable attorneys' fees, including attorneys' fees for appeal and costs incurred in action, in addition to any other available remedy. Such party shall be deemed successful if such action is concluded pursuant to court order or final judgment not subject to appeal, settlement or dismissal of principal claims.

Customer Initials



MAINTENANCE AGREEMENT



<input type="checkbox"/> M/A <input type="checkbox"/> Y <input type="checkbox"/> N	SALES REP NAME SKYE	SALES REP NO.	DATE APRIL 29, 2016	ORDER STAGE NO	
ACCOUNT <input type="checkbox"/> NEW <input type="checkbox"/> EXISTING		CUSTOMER NO.		NATURE OF BUSINESS	
BILL TO	COMPANY CITY OF WEST PARK		SHIP TO		
	CONTACT				
	ADDRESS 1965 SOUTH STATE ROAD 7				
	CITY WEST PARK	STATE FL			ZIP + 4 33023
	PHONE 954.989.2688	FAX			
	EMAIL	COUNTY			
COMPANY MARY SANDERS & MCTYRE PARK		CONTACT			
ADDRESS		CITY		STATE	
CITY		STATE	ZIP + 4		
PHONE		FAX			
EMAIL		COUNTY			
EQUIPMENT					
QTY	MODEL #	DESCRIPTION	SERIAL NO.	UNIT PRICE	EXTENDED PRICE
2	1 C368	KONICA MINOLTA BIZHUB C368			
	2	PRINT/SCAN/FAX			
	3	STAPLE & HOLE PUNCH FINISHER			
	4				
	5				
	6				
	7				
	8				
	9				
	10				
	11				
If out of service area Billing performed by <input type="checkbox"/> Servicing Dealer <input type="checkbox"/> Original Dealer					
Maintenance Agreement does not include network connectivity and related issues outside scope of initial installation (billed at \$165.00 per hour).				CUSTOMER P.O. NO	

MAINTENANCE AGREEMENT PLAN TYPES

- Plans**
- A.** Covers only parts, labor, drums, PM kits, and **black toner** (excludes, without limitation, paper, staples, color toner, optional color units, and shipping). 3000 black and white copies minimum billed quarterly.
 - B.** Covers only parts, labor, and toner for wide format (excludes, without limitation, paper rolls & shipping). Billed monthly based on "per square foot" usage
 - C.** Covers only parts and labor (excludes, without limitation, paper, drums, PM kits, toner, staples, and shipping).
 - D.** Covers only parts, labor, drums, PM kits, and **color toner** (excludes, without limitation, paper, staples, and shipping). 600 color copies minimum billed quarterly.
 - E.** Covers external Fiery/controller parts and labor.
 - F.** Covers parts and labor for non-copier equipment (excludes, without limitation, supplies and shipping).
 - G.** No coverage

Equipment Line No.			
Is Covered by plan:			
At a Base Rate of:			\$
Base to be Billed (interval):			
Includes allowable copies of:			
Excess copies will be billed at a per copy price of :			
Overage to be billed (interval):			

*****SEE PREMIER ADVANTAGE DOC**

PERFORMANCE COMMITMENTS

- 1. Delivery, Installation, and Training** - CSI will deliver, install, set-up, and confirm connectivity of multi-functional products (MFPs) with Customer's network, and, to assist Customer with proper operation of Equipment. CSI will perform initial key operational training for Customer employee(s) responsible for operating Equipment.
- 2. Replacement Guarantee** - Equipment covered by Maintenance Plans A through D is also covered by CSI's total quality commitment to replace a unit that is deemed unrepairable during the term of this Agreement.

<p>I have reviewed the Terms and Conditions above and DO wish to participate at this time</p> <p><input checked="" type="checkbox"/> _____ AUTHORIZED CUSTOMER SIGNATURE</p> <p><input checked="" type="checkbox"/> _____ PRINTED CUSTOMER SIGNATURE</p>	<p>I have reviewed COPYSOURCE, INC (CSI) Maintenance Agreement Programs and DO NOT want to participate at this time.</p> <p><input checked="" type="checkbox"/> _____ AUTHORIZED CUSTOMER SIGNATURE</p> <p><input checked="" type="checkbox"/> _____ PRINTED CUSTOMER SIGNATURE</p>
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All transactions from the 25th to the 31st of the month shall be prorated to the 15th of the following month.
- ADDITIONAL TERMS AND CONDITIONS CONTINUED ON REVERSE SIDE -

ADDITIONAL TERMS AND CONDITIONS

1. Installations will be scheduled by CopySource (CSI) after Customer provides CSI with contact information for Customer's network/IT administrator, and shall be carried-out in accord with timetable established by CSI, in its sole discretion, after identifying product placement criteria, port assignments/defaults, and availability of CSI technicians; provided that, Customer signs CSI's Network/Connectivity Survey, provides proper power/phone line connections, sufficient active Network Drop(s) in proximity to equipment, and workstations in good working order that meet operating requirements for equipment, installed all recommended updates/service packs, and backed-up all network data, and makes Network Administrator available on-site day of installation.
2. CSI covered applications limited to Workstation and Network Operating Systems (Win 95/98, Win 2000, Win NT4, Win XP, Windows 7, Windows 8, NT Server 4.0, Win 2000, Netware 3.x and above, Terminal Server/Meta Frame, and SAP, Unix/AS400), and other applications that CSI, in its sole discretion, determines may be reasonably serviced by CSI with availability of vendor support. Customer shall be responsible for any non-CSI technical support charges incurred in connection with CSI support re any non-Workstation and Network Operating Systems, and any non-Novell and Microsoft applications. CSI makes no representations or warranties that it will be able to resolve all or even substantially all issues, and shall not be responsible for any system failures or data loss regardless of cause. Technical hotline and onsite support at CSI service area subject to 30 minute and one hour, respective, minimums.
3. Customer shall promptly notify CSI if any covered equipment requires service under this Agreement, and shall immediately cease using such equipment until repaired or otherwise serviced and properly functioning. CSI agrees to respond to requests for service during regular business hours - Monday through Friday (excluding bank holidays) during hours of 8:30 am and 5:00 pm, provided, however, that CSI may charge Customer at CSI's then prevailing rate for repetitive service calls in any month in which it is determined by CSI, in its sole discretion, that no service is required or the service that is required is the result of operator error. CSI may by separate written agreement and for an additional charge, agree to make a service call outside of regular business hours. If equipment requires service, in CSI's sole discretion, CSI will either service equipment at location of equipment or instruct Customer as to part or parts to be returned to CSI for repair or replacement, in which case CSI will pay cost of transporting part or parts to CSI and returning repaired or replaced parts to Customer. CSI may, in its sole discretion, provide Customer with loaner unit ("loaner") if CSI determines that estimated downtime to repair, replace, or otherwise service equipment or any part is expected to be of significant duration. Customer shall be fully responsible for paying standard monthly/quarterly/annual charges and overages during period and to extent of Customer's use of loaner (without set-off). CSI may also, if it determines, in its sole discretion, equipment requires reconditioning, replacement, or it is not commercially practicable to service equipment, whether initially or at any time thereafter, because, for example, equipment's useful life has been exceeded or the cost to maintain would be prohibitive, whether on account of then existing or anticipated mechanical or software failures (without limiting generality of foregoing, service takeovers are expressly subject hereto), CSI may submit estimated cost of reconditioning/replacement, which shall be additional obligation of Customer, or otherwise terminate this agreement as to that equipment (Customer shall not be entitled to an offsetting credit, set-off, or any compensation with respect thereto).
4. CSI's obligation to service equipment under this Agreement is expressly qualified and shall exclude service/repairs of equipment and any part thereof, including without limitation copier drums, that CSI determines, in its sole discretion, to have been used or operated in manner inconsistent with use intended by CSI or manufacturer, modified or repaired by anyone other than CSI's authorized service representative in manner which adversely affects its operation/reliability, use of unauthorized parts/supplies, damaged because of accident, neglect, or misuse by anyone other than CSI personnel, failure or surge of electrical power, fire, water, air conditioning or humidity control, transportation, failure to provide suitable office environment or space requirements recommended by manufacturer, other causes other than ordinary use, or relocation of equipment to location that is not within CSI's normal service area (if equipment is transferred to different county, CSI may increase service rate commensurate with rate charged by CSI in that county). This Agreement does not cover purchase, delivery or installation charges, including, without limitation, installation of optical accessories, equipment options or add-ons, in-shop reconditioning, or major modifications, and also does not cover support for software solutions, document workflow solutions, and related applications unless otherwise expressly stated on front page of this Agreement. CSI reserves right, upon reasonable notice to Customer, to inspect all equipment covered by this Agreement.
5. CSI will replace without charge parts covered by applicable plan determined by CSI, in its sole discretion, to be broken or worn through normal use, and necessary to equipment servicing and maintenance adjustment. Customer shall only use supplies, toner, and other consumables in equipment identified in this Agreement as covered by applicable plan. CSI will deliver authorized supplies and drums at intervals and in quantities determined by CSI, in its sole discretion based on prior usage history. All supplies furnished, including, for example, copier drums, shall remain property of CSI. In event of default by Customer of any of its obligations under this Agreement, CSI shall have right, without liability to Customer, to enter upon premises of Customer to repossess supplies with/without legal process. Customer shall pay CSI for any supplies not covered by this Agreement at CSI's published rates.
6. CSI offers remote diagnostic application that captures and automatically forwards meter counts, device names, makes, models, serial numbers, IP addresses, toner levels, and service history to improve service support/enhance Customer experience. If Customer does not use remote diagnostic application there will be an additional \$5 per unit per month administrative charge.
7. Customer agrees that secrecy of information relating to CSI which is made available to Customer, including without limitation, software, disks, specifications, and other proprietary information, regardless of whether any such information, data or documents qualify as "trade secrets" under applicable law (collectively, "Confidential Information") gives CSI a significant competitive business advantage, and, therefore, Confidential Information shall, at all times, be kept in strict confidence by Customer and shall not at any time, except as required by law, with prior written consent of CSI, or when otherwise generally available to public, be disclosed to any person or otherwise used for Customer's direct or indirect benefit.
8. Notwithstanding, and without limiting generality of foregoing, CSI shall not be liable for any failure or delay in performance or damages unless result of willful neglect on part of CSI or its authorized agents. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND CSI SHALL IN NO EVENT BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES UNDER, IN CONNECTION WITH, OR OTHERWISE ON ACCOUNT OF THIS AGREEMENT. Customer's exclusive remedy and CSI's entire liability under this Agreement is for CSI to make necessary repairs (or, at CSI's sole option, replace or substitute equipment) to keep equipment in good operating condition but subject to terms and conditions of this Agreement.
9. Customer shall designate an equipment operator responsible for training employees of Customer and otherwise ensuring equipment is properly operated and care for, shall promptly provide CSI with true and correct copy meter count readings within ten days following immediately preceding calendar month, and as may otherwise be requested by CSI (such readings are important for maintaining equipment and billing for usage under this Agreement). If CSI does not have an accurate copy meter count reading, CSI may, in its sole discretion, bill Customer based on prior usage history. All copies in excess of amount included in base charge are subject to maintenance meter coverage billing. Customer shall pay all invoices, which will include charge for shipping/handling of consumables, and all applicable taxes, upon receipt (to CSI at its principal office in Broward County, Florida or as invoiced).
10. The term of this Agreement shall commence on date hereof, and shall, except as otherwise provided herein, continue for one year term, and automatically renew for three successive one year terms unless either party hereto delivers written notice to other party at least sixty days prior to expiration of then current term expressly stating that party is electing not to renew this Agreement upon expiration of then current term. You agree that after the first twelve (12) months of the Term (or any extension of renewal) of this Agreement, and at the end of each following twelve (12) month period thereafter, the Minimum Payments and Excess Copies charges may be increased by an amount equal to the lesser of: (a) up to 10% of the Minimum Payments and Excess Copies charges in effect at the end of the prior twelve (12) month period; or (b) the maximum percentage permitted by applicable law. This Agreement may not otherwise be terminated or cancelled by Customer unless otherwise expressly provided herein, in which case, Customer shall as condition of cancellation promptly pay CSI's reasonable costs and expenses incurred prior to date of cancellation, plus additional amount to compensate CSI for all profits CSI expected to realize under this Agreement (reduced only by amount of previously received payments from Customer). CSI may cancel this Agreement, in whole or in part, or otherwise withhold service at any time if CSI determines, in its sole discretion, that (a) its performance is commercially impracticable, (b) any equipment is not being used in ordinary course, or is not being properly maintained by Customer, or (c) Customer otherwise fails to comply with any of the terms or conditions of this Agreement.
11. If any payment is not made when due, whether by acceleration or otherwise, late payment shall bear interest at maximum rate permitted by applicable law, or if applicable law provides no maximum rate, at annual rate of eighteen percent ("default rate"). CSI may also at any time revoke any credit extended to Customer if for any reason CSI is insecure or otherwise concerned about creditworthiness of Customer, for non-payment, in which case all payments shall be accelerated and immediately due and payable, and, until paid, shall bear interest at default rate. Notwithstanding, and without limiting the generality of the foregoing provisions of this Agreement, CSI may also, in its sole discretion and without notice, discontinue servicing equipment under this Agreement, furnish service on COD basis, or terminate this Agreement. In event that this Agreement is terminated or otherwise cancelled Customer shall promptly pay CSI all amounts due and that would otherwise accrue through remaining period of then current term of this Agreement calculated as if this Agreement were to have continued until expiration of then current term. Additional amounts paid by Customer shall be deemed earned and nonrefundable.
12. This Agreement and any customer, leasing and financing agreement executed in connection herewith contain sole and entire agreement between parties with respect to subject matter hereof and supersede any and all prior written/oral agreements with respect to subject matter. No amendment/modification of this Agreement shall be valid unless in writing and duly executed by parties.
13. Customer may not assign any rights or obligations under this Agreement. Waiver of any breach of this Agreement shall not constitute a continuing waiver or a waiver of any other breach of this Agreement. Invalidity of any one or more provisions of this Agreement shall not affect enforceability of remaining portions of this Agreement, all of which are inserted conditionally on being valid in law, and, in event any one or more provisions in this Agreement are declared invalid, this Agreement shall be construed as if such invalid provision had not been inserted.
14. This Agreement shall be governed by and construed in accord with laws of State of Florida. Any claim, suit, action or proceeding arising out of or relating to this Agreement shall be submitted for adjudication exclusively in any state or federal court sitting in Broward County, Florida and each party hereto expressly agrees to be bound by such selection of jurisdiction and venue for purposes of such adjudication. In any action to enforce this Agreement, or where any provision is validly asserted as a defense, prevailing party shall be entitled to recover reasonable attorneys' fees, including attorneys' fees for appeal and costs incurred in action, in addition to any other available remedy. Such party shall be deemed successful if such action is concluded pursuant to court order or final judgment not subject to appeal, settlement or dismissal of principal claims.

Customer Initials

RESOLUTION NO. 2016-41

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WEST PARK, FLORIDA, ACCEPTING THE QUOTE FROM KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC. FOR THE LEASE OF ONE (1) KONIKA MINOLTA BIZHUB C368 COLOR COPIER FOR USE BY THE PARKS AND RECREATION DEPARTMENT AT MCTYRE PARK; AUTHORIZING THE CITY ADMINISTRATOR TO TAKE NECESSARY AND EXPEDIENT ACTION; PROVIDING FOR AN ALLOCATION OF FUNDS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of West Park ("City") presently leases a color copier from Konica Minolta Business Solutions U.S.A., Inc. ("KMBSI") a/k/a CopySource Incorporated which is utilized by the City's Parks and Recreation Department at McTyre Park; and

WHEREAS, during the process of planning of the City's budget for the upcoming fiscal year, the City Administrator identified potential costs savings measures connected with the lease of a color copier for McTyre Park and solicited quotes from various vendors for copiers that met certain City specifications; and

WHEREAS, KMBSI provided the lowest quote for a leased copier that met the City's specifications; and

WHEREAS, the lease of a color copier for McTyre Park will be financed by Konica Minolta Premier Finance and subject to the City's annual budgeted fiscal year appropriation of funds; and

WHEREAS, the City Commission of the City of West Park, upon recommendation of the City Administrator, desires to accept the quote from Konica Minolta Business Solutions U.S.A., Inc. for the lease of one (1) Konica Minolta Bizhub C368 Color Copier for McTyre Park, not to exceed the unit prices for services as set forth in the quotation marked Exhibit "A" attached hereto.

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Section 4. Allocation of Funds. The City Commission hereby authorizes the expenditure for the McTyre Park color copier lease, from budget account number 01-72-00-572-440-00.

Section 5. Effective Date. This Resolution shall be effective immediately upon its passage and adoption.

PASSED and ADOPTED this 4th day of May 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)



CUSTOMER AGREEMENT



M/A <input type="checkbox"/> Y <input type="checkbox"/> N	SALES REP NAME SKYE	SALES REP NO.	DATE APRIL 29, 2016	ORDER STAGE NO.
--	------------------------	---------------	------------------------	-----------------

ACCOUNT <input type="checkbox"/> NEW <input type="checkbox"/> EXISTING	CUSTOMER NO.	NATURE OF BUSINESS
---	--------------	--------------------

B COMPANY CITY OF WEST PARK	S COMPANY MARY SANDERS & MCTYRE PARK
I CONTACT MARITZA PREBAL	H CONTACT
L ADDRESS 1965 SOUTH STATE ROAD 7	I ADDRESS
L CITY WEST PARK STATE FL ZIP + 4 33023	P CITY STATE ZIP + 4
T PHONE 954.989.2688 FAX 954.989.2684	T PHONE FAX
O EMAIL MPREBAL@CITYOFWESTPARK.ORG COUNTY	O EMAIL COUNTY

EQUIPMENT					
QTY	MODEL #	DESCRIPTION	SERIAL NO.	UNIT PRICE	EXTENDED PRICE
2	1 C368	KONICA MINOLTA BIZHUB C368			
	2	PRINT/SCAN/FAX			
	3	STAPLE & HOLE PUNCH FINISHER			
	4				
	5				
	6				
	7				
	8				
	9				
	10				
	11				

If out of service area Billing performed by Servicing Dealer Original Dealer

Customer <input checked="" type="checkbox"/> accepts <input type="checkbox"/> declines auto meter read and auto supply	<input type="checkbox"/> LEASE <input type="checkbox"/> RENTAL TERMS No. of Months <u>63</u> Monthly Payments <u>\$1,282.00</u> plus tax. \$ <u>0</u> First & Last <u>0</u> month's rent. \$ <u>0</u> Security Deposit	SUB TOTAL DELIVERY TAX DIGITAL INSTALL
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Accessibility Stairs Ramp Loading Dock

Special Instructions: _____	PAYOFF TO: <u>GE CAPITAL</u> UPGRADE <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO ACCOUNT NUMBER: <u>7692687-006 & -007</u>	Meter Read Contact: Name: _____ Tele: _____ Fax: _____ E-mail: _____ THIS IS A NON-CANCELABLE CONTRACT
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Customer will receive final invoice for current meters.

ACCEPTANCE: THIS AGREEMENT IS NOT VALID UNLESS SIGNED BY AN OFFICER OF COPYSOURCE INCORPORATED. X _____ OFFICER APPROVAL	X _____ SALES REPRESENTATIVE X _____ MANAGER APPROVAL	X _____ AUTHORIZED CUSTOMER SIGNATURE X _____ PRINTED CUSTOMER SIGNATURE
--	--	---

ADDITIONAL TERMS AND CONDITIONS

1. This Agreement, which only covers the purchase or lease of the equipment described on the front page, shall not be binding or otherwise in effect unless and until signed by an officer of CopySource, Incorporated ("CSI").
2. Delivery of equipment to Customer shall be F.O.B. CSI's warehouse locations with freight, packaging, insurance, and other transportation charges to be prepaid by Customer on or before the shipping date. CSI may prepay the charges, in which case Customer shall promptly reimburse CSI. All equipment shall be transported in CSI's or manufacturers' standard packaging to Customer at the ship to address set forth in this Agreement. Delivery of equipment to common carrier (selected by CSI) shall constitute satisfactory delivery by CSI to Customer.
3. Shipping dates, if any, are mere estimates. CSI shall not be liable for any loss or expense (consequential or otherwise) incurred by Customer as a result of any delay in delivery for any reason other than arbitrary refusal by CSI to perform. CSI may deliver equipment in installments and invoice accordingly. If shipment is delayed at Customer's request, CSI may invoice customer for all equipment prior to shipment and delivery.
4. Title to the equipment shall remain with CSI at all times (except, in the case of purchased equipment upon Customer having fully satisfied all of its obligations under this Agreement), and Customer shall have no right, title or interest except as otherwise provided herein. Customer, at its expense, shall protect and defend CSI's title to the equipment and shall keep the equipment free and clear from any and all claims, liens, and encumbrances (except for those created or expressly authorized in writing by CSI), and shall not assign or encumber the equipment. In the event of default by Customer of any of its obligations to CSI or the financing company, as applicable, CSI shall have the right, without liability to customer, to enter upon any premises of Customer where the equipment is stored and repossess the equipment with or without legal process. In the event the equipment is not paid for and therefore picked-up there will also be a \$.05 per copy usage and reasonable pick-up charge.
5. Risk of loss shall pass to Customer upon earlier of date that CSI is prepared to deliver (in case of Customer delay) or delivers the equipment to common carrier regardless of whether the equipment conforms to terms of this Agreement, and no damage, loss, theft, or destruction of the equipment, in whole or in part, shall impair the obligations of Customer under this Agreement, all of which shall continue in full force and effect. If the equipment shall suffer damage, loss, theft, or destruction, Customer, at CSI's option, shall repair or replace the equipment, or compensate CSI for the loss.
6. Customer shall, at its own expense, procure and maintain such insurance coverage on equipment as may be required by CSI or financing company, as applicable, with coverage to include provisions for protection of CSI notwithstanding any act, neglect, default of or by Customer, payment of insurance proceeds to be made to CSI or financing company, as applicable, and also provide that policy may not be modified or terminated unless CSI is given sixty days prior written notice. Customer shall promptly provide CSI with certificate of insurance.
7. If any payment is not made as and when due, whether by acceleration or otherwise, late payment shall bear interest at maximum rate permitted by applicable law, or if applicable law provides no maximum rate, at annual rate of eighteen percent ("default rate"). CSI or financing company, as applicable, may also at any time revoke any credit extended to Customer if for any reason CSI or financing company is insecure or otherwise concerned about creditworthiness of Customer, in CSI's or financing company's, as applicable, sole discretion, in which case all payments shall be accelerated and immediately due and payable, and, until paid, shall bear interest at default rate.
8. This Agreement may not be cancelled by Customer unless herein, in which case, Customer shall as a condition of such cancellation promptly pay CSI's reasonable costs and expenses incurred prior to the date of cancellation, plus an additional amount to compensate CSI for all profits that CSI expected to realize under this Agreement (reduced only by the amount of any previously received payments from Customer). CSI may cancel this Agreement at any time if CSI determines that its performance is commercially impracticable, in which case CSI shall inform Customer of its determination and shall not be obligated to pay any damages alleged or compensation demanded by to Customer.
9. CSI warrants to Customer only that the equipment, upon installation or delivery, if Customer delays installation, will conform in all material respects to CSI 's written specifications and will be free from defects in material and workmanship. CSI's obligation under this warranty is limited, at CSI 's sole option, to repairing at CSI 's office or at the location of the equipment, or replacing any equipment or parts thereof that CSI determines to be nonconforming and otherwise covered by the limited warranty. Customer shall promptly notify CSI in writing of any alleged defects in the equipment. CSI shall have no obligation under or in respect of this limited warranty unless it receives written notice and description of the alleged defect within thirty days of installation or delivery, as applicable. Upon receipt of such notice, and determination by CSI that there is a covered defect, CSI shall either inform Customer that the equipment will be serviced at the location of the equipment or otherwise instruct Customer as to the part or parts to be returned to CSI for repair or replacement, in which case CSI will pay the cost of transporting repaired or replaced equipment back to Customer, and reimburse Customer for the reasonable transportation costs incurred by Customer in returning the equipment to CSI that CSI determines to have been defective and otherwise required repair or replacement. Otherwise, Customer shall be solely responsible for all transportation costs (to and from CSI). Notwithstanding, and without limiting the generality of the foregoing, the limited warranty shall not apply to any equipment which has been (a) used or otherwise operated in a manner inconsistent with the use intended by CSI, (b) modified or repaired by anyone other than CSI 's authorized service representative in a manner which adversely affects its operation or reliability, or (c) damaged because of accident, neglect, or misuse by anyone other than CSI personnel, failure or surge of electrical power, air conditioning or humidity control, transportation, or other causes other than ordinary use. THE FOREGOING WARRANTY APPLIES ONLY TO CUSTOMER AND IS IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
10. This Agreement and any, maintenance, leasing, and financing agreement executed in connection herewith contain the sole and entire agreement between the parties with respect to subject matter hereof and supersede any and all prior written or oral agreements among the parties with respect to such subject matter. No maintenance or servicing of equipment is contemplated unless and to extent agreed in a separately executed maintenance or service agreement. No amendment or modification of this Agreement shall be valid unless in writing and duly executed by the parties to this Agreement. For purposes of this Agreement, only an officer of CSI is authorized to execute documents on behalf of, and otherwise bind, CSI.
11. Customer may not assign any rights or obligations under this Agreement. Waiver by any party of any breach of this Agreement shall not constitute a continuing waiver or a waiver of any other breach of this Agreement. The invalidity of any one or more of the provisions of this Agreement shall not affect the enforceability of the remaining portions of this Agreement, all of which are inserted conditionally on their being valid in law, and, in the event that any one or more provisions in this Agreement are declared invalid, this Agreement shall be construed as if such invalid provision had not been inserted.
12. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Any claim, suit, action or proceeding arising out of or relating to this Agreement shall be submitted for adjudication exclusively in any state or federal court sitting in Broward County, Florida and each party hereto expressly agrees to be bound by such selection of jurisdiction and venue for purposes of such adjudication.
13. In any action to enforce this Agreement, or where any provision is validly asserted as a defense, prevailing party shall be entitled to recover reasonable attorneys' fees, including attorneys' fees for appeal and costs incurred in action, in addition to any other available remedy. Such party shall be deemed successful if such action is concluded pursuant to court order or final judgment not subject to appeal, settlement or dismissal of principal claims.

Customer Initials



MAINTENANCE AGREEMENT



<input type="checkbox"/> M/A <input checked="" type="checkbox"/> Y <input type="checkbox"/> N	SALES REP NAME SKYE	SALES REP NO.	DATE APRIL 29, 2016	ORDER STAGE NO.
--	-------------------------------	---------------	-------------------------------	-----------------

ACCOUNT	<input type="checkbox"/> NEW	<input type="checkbox"/> EXISTING	CUSTOMER NO.	NATURE OF BUSINESS
---------	------------------------------	-----------------------------------	--------------	--------------------

BILL TO COMPANY CITY OF WEST PARK CONTACT ADDRESS 1965 SOUTH STATE ROAD 7 CITY WEST PARK STATE FL ZIP + 4 33023 PHONE 954.989.2688 FAX EMAIL COUNTY	SHIP TO COMPANY MARY SANDERS & MCTYRE PARK CONTACT ADDRESS CITY STATE ZIP + 4 PHONE FAX EMAIL COUNTY
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EQUIPMENT					
QTY	MODEL #	DESCRIPTION	SERIAL NO.	UNIT PRICE	EXTENDED PRICE
2	1 C368	KONICA MINOLTA BIZHUB C368			
	2	PRINT/SCAN/FAX			
	3	STAPLE & HOLE PUNCH FINISHER			
	4				
	5				
	6				
	7				
	8				
	9				
	10				
	11				

If out of service area Billing performed by <input type="checkbox"/> Servicing Dealer <input type="checkbox"/> Original Dealer Maintenance Agreement does not include network connectivity and related issues outside scope of initial installation (billed at \$165.00 per hour).	CUSTOMER P.O. NO.
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MAINTENANCE AGREEMENT PLAN TYPES

- Plans**
- A.** Covers only parts, labor, drums, PM kits, and **black toner** (excludes, without limitation, paper, staples, color toner, optional color units, and shipping). 3000 black and white copies minimum billed quarterly.
 - B.** Covers only parts, labor, and toner for wide format (excludes, without limitation, paper rolls & shipping). Billed monthly based on "per square foot" usage
 - C.** Covers only parts and labor (excludes, without limitation, paper, drums, PM kits, toner, staples, and shipping).
 - D.** Covers only parts, labor, drums, PM kits, and **color toner** (excludes, without limitation, paper, staples, and shipping). 600 color copies minimum billed quarterly.
 - E.** Covers external Fiery/controller parts and labor.
 - F.** Covers parts and labor for non-copier equipment (excludes, without limitation, supplies and shipping).
 - G.** No coverage

Equipment Line No.			
Is Covered by plan:			
At a Base Rate of:			\$
Base to be Billed (interval):			
Includes allowable copies of:			
Excess copies will be billed at a per copy price of:			
Overage to be billed (interval):			

*****SEE PREMIER ADVANTAGE DOC**

PERFORMANCE COMMITMENTS

- 1. Delivery, Installation, and Training** - CSI will deliver, install, set-up, and confirm connectivity of multi-functional products (MFPs) with Customer's network, and, to assist Customer with proper operation of Equipment. CSI will perform initial key operational training for Customer employee(s) responsible for operating Equipment.
- 2. Replacement Guarantee** - Equipment covered by Maintenance Plans A through D is also covered by CSI's total quality commitment to replace a unit that is deemed unrepairable during the term of this Agreement.

I have reviewed the Terms and Conditions above and DO wish to participate at this time <input checked="" type="checkbox"/> _____ AUTHORIZED CUSTOMER SIGNATURE <input checked="" type="checkbox"/> _____ PRINTED CUSTOMER SIGNATURE	I have reviewed COPYSOURCE, INC (CSI) Maintenance Agreement Programs and DO NOT want to participate at this time. <input checked="" type="checkbox"/> _____ AUTHORIZED CUSTOMER SIGNATURE <input checked="" type="checkbox"/> _____ PRINTED CUSTOMER SIGNATURE
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ADDITIONAL TERMS AND CONDITIONS

1. Installations will be scheduled by CopySource (CSI) after Customer provides CSI with contact information for Customer's network/IT administrator, and shall be carried-out in accord with timetable established by CSI, in its sole discretion, after identifying product placement criteria, port assignments/defaults, and availability of CSI technicians; provided that, Customer signs CSI's Network/Connectivity Survey, provides proper power/phone line connections, sufficient active Network Drop(s) in proximity to equipment, and workstations in good working order that meet operating requirements for equipment, installed all recommended updates/service packs, and backed-up all network data, and makes Network Administrator available on-site day of installation.
2. CSI covered applications limited to Workstation and Network Operating Systems (Win 95/98, Win 2000, Win NT4, Win XP, Windows 7, Windows 8, NT Server 4.0, Win 2000, Netware 3.x and above, Terminal Server/Meta Frame, and SAP, Unix/AS400), and other applications that CSI, in its sole discretion, determines may be reasonably serviced by CSI with availability of vendor support. Customer shall be responsible for any non-CSI technical support charges incurred in connection with CSI support re any non-Workstation and Network Operating Systems, and any non-Novell and Microsoft applications. CSI makes no representations or warranties that it will be able to resolve all or even substantially all issues, and shall not be responsible for any system failures or data loss regardless of cause. Technical hotline and onsite support at CSI service area subject to 30 minute and one hour, respective, minimums.
3. Customer shall promptly notify CSI if any covered equipment requires service under this Agreement, and shall immediately cease using such equipment until repaired or otherwise serviced and properly functioning. CSI agrees to respond to requests for service during regular business hours - Monday through Friday (excluding bank holidays) during hours of 8:30 am and 5:00 pm, provided, however, that CSI may charge Customer at CSI's then prevailing rate for repetitive service calls in any month in which it is determined by CSI, in its sole discretion, that no service is required or the service that is required is the result of operator error. CSI may by separate written agreement and for an additional charge, agree to make a service call outside of regular business hours. If equipment requires service, in CSI's sole discretion, CSI will either service equipment at location of equipment or instruct Customer as to part or parts to be returned to CSI for repair or replacement, in which case CSI will pay cost of transporting part or parts to CSI and returning repaired or replaced parts to Customer. CSI may, in its sole discretion, provide Customer with loaner unit ("loaner") if CSI determines that estimated downtime to repair, replace, or otherwise service equipment or any part is expected to be of significant duration. Customer shall be fully responsible for paying standard monthly/quarterly/annual charges and overages during period and to extent of Customer's use of loaner (without set-off). CSI may also, if it determines, in its sole discretion, equipment requires reconditioning, replacement, or it is not commercially practicable to service equipment, whether initially or at any time thereafter, because, for example, equipment's useful life has been exceeded or the cost to maintain would be prohibitive, whether on account of then existing or anticipated mechanical or software failures (without limiting generality of foregoing, service takeovers are expressly subject hereto), CSI may submit estimated cost of reconditioning/replacement, which shall be additional obligation of Customer, or otherwise terminate this agreement as to that equipment (Customer shall not be entitled to an offsetting credit, set-off, or any compensation with respect thereto).
4. CSI's obligation to service equipment under this Agreement is expressly qualified and shall exclude service/repairs of equipment and any part thereof, including without limitation copier drums, that CSI determines, in its sole discretion, to have been used or operated in manner inconsistent with use intended by CSI or manufacturer, modified or repaired by anyone other than CSI's authorized service representative in manner which adversely affects its operation/reliability, use of unauthorized parts/supplies, damaged because of accident, neglect, or misuse by anyone other than CSI personnel, failure or surge of electrical power, fire, water, air conditioning or humidity control, transportation, failure to provide suitable office environment or space requirements recommended by manufacturer, other causes other than ordinary use, or relocation of equipment to location that is not within CSI's normal service area (if equipment is transferred to different county, CSI may increase service rate commensurate with rate charged by CSI in that county). This Agreement does not cover purchase, delivery or installation charges, including, without limitation, installation of optical accessories, equipment options or add-ons, in-shop reconditioning, or major modifications, and also does not cover support for software solutions, document workflow solutions, and related applications unless otherwise expressly stated on front page of this Agreement. CSI reserves right, upon reasonable notice to Customer, to inspect all equipment covered by this Agreement.
5. CSI will replace without charge parts covered by applicable plan determined by CSI, in its sole discretion, to be broken or worn through normal use, and necessary to equipment servicing and maintenance adjustment. Customer shall only use supplies, toner, and other consumables in equipment identified in this Agreement as covered by applicable plan. CSI will deliver authorized supplies and drums at intervals and in quantities determined by CSI, in its sole discretion based on prior usage history. All supplies furnished, including, for example, copier drums, shall remain property of CSI. In event of default by Customer of any of its obligations under this Agreement, CSI shall have right, without liability to Customer, to enter upon premises of Customer to repossess supplies with/without legal process. Customer shall pay CSI for any supplies not covered by this Agreement at CSI's published rates.
6. CSI offers remote diagnostic application that captures and automatically forwards meter counts, device names, makes, models, serial numbers, IP addresses, toner levels, and service history to improve service support/enhance Customer experience. If Customer does not use remote diagnostic application there will be an additional \$5 per unit per month administrative charge.
7. Customer agrees that secrecy of information relating to CSI which is made available to Customer, including, without limitation, software, disks, specifications, and other proprietary information, regardless of whether any such information, data or documents qualify as "trade secrets" under applicable law (collectively, "Confidential Information") gives CSI a significant competitive business advantage, and, therefore, Confidential Information shall, at all times, be kept in strict confidence by Customer and shall not at any time, except as required by law, with prior written consent of CSI, or when otherwise generally available to public, be disclosed to any person or otherwise used for Customer's direct or indirect benefit.
8. Notwithstanding, and without limiting generality of foregoing, CSI shall not be liable for any failure or delay in performance or damages unless result of willful neglect on part of CSI or its authorized agents. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND CSI SHALL IN NO EVENT BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES UNDER, IN CONNECTION WITH, OR OTHERWISE ON ACCOUNT OF THIS AGREEMENT. Customer's exclusive remedy and CSI's entire liability under this Agreement is for CSI to make necessary repairs (or, at CSI's sole option, replace or substitute equipment) to keep equipment in good operating condition but subject to terms and conditions of this Agreement.
9. Customer shall designate an equipment operator responsible for training employees of Customer and otherwise ensuring equipment is properly operated and care for, shall promptly provide CSI with true and correct copy meter count readings within ten days following immediately preceding calendar month, and as may otherwise be requested by CSI (such readings are important for maintaining equipment and billing for usage under this Agreement). If CSI does not have an accurate copy meter count reading, CSI may, in its sole discretion, bill Customer based on prior usage history. All copies in excess of amount included in base charge are subject to maintenance meter coverage billing. Customer shall pay all invoices, which will include charge for shipping/handling of consumables, and all applicable taxes, upon receipt (to CSI at its principal office in Broward County, Florida or as invoiced).
10. The term of this Agreement shall commence on date hereof, and shall, except as otherwise provided herein, continue for one year term, and automatically renew for three successive one year terms unless either party hereto delivers written notice to other party at least sixty days prior to expiration of then current term expressly stating that party is electing not to renew this Agreement upon expiration of then current term. You agree that after the first twelve (12) months of the Term (or any extension of renewal) of this Agreement, and at the end of each following twelve (12) month period thereafter, the Minimum Payments and Excess Copies charges may be increased by an amount equal to the lesser of: (a) up to 10% of the Minimum Payments and Excess Copies charges in effect at the end of the prior twelve (12) month period; or (b) the maximum percentage permitted by applicable law. This Agreement may not otherwise be terminated or cancelled by Customer unless otherwise expressly provided herein, in which case, Customer shall as condition of cancellation promptly pay CSI's reasonable costs and expenses incurred prior to date of cancellation, plus additional amount to compensate CSI for all profits CSI expected to realize under this Agreement (reduced only by amount of previously received payments from Customer). CSI may cancel this Agreement, in whole or in part, or otherwise withhold service at any time if CSI determines, in its sole discretion, that (a) its performance is commercially impracticable, (b) any equipment is not being used in ordinary course, or is not being properly maintained by Customer, or (c) Customer otherwise fails to comply with any of the terms or conditions of this Agreement.
11. If any payment is not made when due, whether by acceleration or otherwise, late payment shall bear interest at maximum rate permitted by applicable law, or if applicable law provides no maximum rate, at annual rate of eighteen percent ("default rate"). CSI may also at any time revoke any credit extended to Customer if for any reason CSI is insecure or otherwise concerned about creditworthiness of Customer, for non-payment, in which case all payments shall be accelerated and immediately due and payable, and, until paid, shall bear interest at default rate. Notwithstanding, and without limiting the generality of the foregoing provisions of this Agreement, CSI may also, in its sole discretion and without notice, discontinue servicing equipment under this Agreement, furnish service on COD basis, or terminate this Agreement. In event that this Agreement is terminated or otherwise cancelled Customer shall promptly pay CSI all amounts due and that would otherwise accrue through remaining period of then current term of this Agreement calculated as if this Agreement were to have continued until expiration of then current term. Additional amounts paid by Customer shall be deemed earned and nonrefundable.
12. This Agreement and any customer, leasing, and financing agreement executed in connection herewith contain sole and entire agreement between parties with respect to subject matter hereof and supersede any and all prior written/oral agreements with respect to subject matter. No amendment/modification of this Agreement shall be valid unless in writing and duly executed by parties.
13. Customer may not assign any rights or obligations under this Agreement. Waiver of any breach of this Agreement shall not constitute a continuing waiver or a waiver of any other breach of this Agreement. Invalidity of any one or more provisions of this Agreement shall not affect enforceability of remaining portions of this Agreement, all of which are inserted conditionally on being valid in law, and, in event any one or more provisions in this Agreement are declared invalid, this Agreement shall be construed as if such invalid provision had not been inserted.
14. This Agreement shall be governed by and construed in accord with laws of State of Florida. Any claim, suit, action or proceeding arising out of or relating to this Agreement shall be submitted for adjudication exclusively in any state or federal court sitting in Broward County, Florida and each party hereto expressly agrees to be bound by such selection of jurisdiction and venue for purposes of such adjudication. In any action to enforce this Agreement, or where any provision is validly asserted as a defense, prevailing party shall be entitled to recover reasonable attorneys' fees, including attorneys' fees for appeal and costs incurred in action, in addition to any other available remedy. Such party shall be deemed successful if such action is concluded pursuant to court order or final judgment not subject to appeal, settlement or dismissal of principal claims.

Customer Initials

RESOLUTION NO. 2016-42

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WEST PARK, FLORIDA, ACCEPTING THE QUOTE FROM KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC. FOR LEASE OF ONE (1) KONICA MINOLTA BIZHUB C454E COLOR COPIER FOR USE AT CITY HALL; AUTHORIZING THE CITY ADMINISTRATOR TO TAKE NECESSARY AND EXPEDIENT ACTION; PROVIDING FOR AN ALLOCATION OF FUNDS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of West Park ("City") presently leases a color copier from Konika Minolta Business Solutions U.S.A., Inc. ("KMBSI") a/k/a CopySource Incorporated which is utilized at City Hall; and

WHEREAS, during the process of planning the City's budget for the upcoming fiscal year, the City Administrator identified potential costs savings measures connected with the lease of a color copier for City Hall and solicited quotes from various vendors for copiers that met certain City specifications; and

WHEREAS, KMBSI provided the lowest quote for a leased copier that met the City's specifications; and

WHEREAS, the lease of a color copier for City Hall will be financed by Konika Minolta Premier Finance and subject to the City's annual budgeted fiscal year appropriation of funds; and

WHEREAS, the City Commission of the City of West Park, upon recommendation of the City Administrator, desires to accept the quote from Konika Minolta Business Solutions U.S.A., Inc. for the lease of one (1) Konika Minolta Bizhub C454E Color Copier for City Hall, not to exceed the prices and terms for services as set forth in the quotation marked Exhibit "A" attached hereto.

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. Acceptance of Quote. The City Commission of the City of West Park hereby accepts the quote from Konika Minolta Business Solutions U.S.A., Inc. a/k/a CopySource Incorporated for the lease of one (1) Konika Minolta Bizhub C454E Color Copier for City Hall, not to exceed the prices and terms for services as set forth in Exhibit "A" attached hereto.

Section 3. Authorization of City Administrator. The City Administrator of the City of West Park is hereby authorized to take all necessary and expedient action to carry out the intent of this Resolution.

Section 4. Allocation of Funds. The City Commission hereby authorizes the expenditure for the City Hall color copier lease from budget account number 01-12-01-512-440-00.

Section 5. Effective Date. This Resolution shall be effective immediately upon its passage and adoption.

PASSED and ADOPTED this 4th day of May 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)



CUSTOMER AGREEMENT



M/A <input type="checkbox"/> Y <input type="checkbox"/> N	SALES REP NAME SKYE	SALES REP NO.	DATE APRIL 29, 2016	ORDER STAGE NO.
ACCOUNT <input type="checkbox"/> NEW <input type="checkbox"/> EXISTING				NATURE OF BUSINESS
B COMPANY CITY OF WEST PARK		CUSTOMER NO.		
I CONTACT MARITZA PREBAL		S COMPANY CITY HALL		
L ADDRESS 1965 SOUTH STATE ROAD 7		H CONTACT		
L CITY WEST PARK STATE FL ZIP + 4 33023		I ADDRESS		
T PHONE 954.989.2688 FAX 954.989.2684		P CITY STATE ZIP + 4		
O EMAIL MPREBAL@CITYOFWESTPARK.ORG COUNTY		T PHONE FAX		
		O EMAIL COUNTY		

EQUIPMENT					
QTY	MODEL #	DESCRIPTION	SERIAL NO.	UNIT PRICE	EXTENDED PRICE
1	1 C454E	KONICA MINOLTA BIZHUB C454E			
	2	PRINT/SCAN/FAX(2)			
	3	STAPLE & HOLE PUNCH FINISHER			
	4	LARGE CAPACITY			
	5				
	6				
	7				
	8				
	9				
	10				
	11				

If out of service area Billing performed by <input type="checkbox"/> Servicing Dealer <input type="checkbox"/> Original Dealer		SUB TOTAL DELIVERY TAX DIGITAL INSTALL
Customer <input checked="" type="checkbox"/> accepts <input type="checkbox"/> declines auto meter read and auto supply	<input type="checkbox"/> LEASE <input type="checkbox"/> RENTAL TERMS No. of Months <u>63</u> Monthly Payments <u>\$1,344.00</u> plus tax. \$ <u>0</u> First & Last <u>0</u> month's rent. \$ <u>0</u> Security Deposit	
Accessibility <input type="checkbox"/> Stairs <input type="checkbox"/> Ramp <input type="checkbox"/> Loading Dock	PAYOFF TO: <u>GE CAPITAL</u> UPGRADE <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO ACCOUNT NUMBER: <u>7692687-005</u>	Meter Read Contact: Name: _____ Tele: _____ Fax: _____ E-mail: _____
Special Instructions: <u>CITY OF WEST PARK TO RECEIVE \$6,000.00 REBATE CHECK</u>	<input type="checkbox"/> LEASE <input type="checkbox"/> RENTAL TERMS	THIS IS A NON-CANCELABLE CONTRACT
Customer will receive final invoice for current meters.		

ACCEPTANCE: THIS AGREEMENT IS NOT VALID UNLESS SIGNED BY AN OFFICER OF COPYSOURCE INCORPORATED. X _____ OFFICER APPROVAL	X _____ SALES REPRESENTATIVE X _____ MANAGER APPROVAL	X _____ AUTHORIZED CUSTOMER SIGNATURE X _____ PRINTED CUSTOMER SIGNATURE
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ADDITIONAL TERMS AND CONDITIONS

1. This Agreement, which only covers the purchase or lease of the equipment described on the front page, shall not be binding or otherwise in effect unless and until signed by an officer of CopySource, Incorporated ("CSI").
2. Delivery of equipment to Customer shall be F.O.B. CSI's warehouse locations with freight, packaging, insurance, and other transportation charges to be prepaid by Customer on or before the shipping date. CSI may prepay the charges, in which case Customer shall promptly reimburse CSI. All equipment shall be transported in CSI's or manufacturers' standard packaging to Customer at the ship to address set forth in this Agreement. Delivery of equipment to common carrier (selected by CSI) shall constitute satisfactory delivery by CSI to Customer.
3. Shipping dates, if any, are mere estimates. CSI shall not be liable for any loss or expense (consequential or otherwise) incurred by Customer as a result of any delay in delivery for any reason other than arbitrary refusal by CSI to perform. CSI may deliver equipment in installments and invoice accordingly. If shipment is delayed at Customer's request, CSI may invoice customer for all equipment prior to shipment and delivery.
4. Title to the equipment shall remain with CSI at all times (except, in the case of purchased equipment upon Customer having fully satisfied all of its obligations under this Agreement), and Customer shall have no right, title or interest except as otherwise provided herein. Customer, at its expense, shall protect and defend CSI's title to the equipment and shall keep the equipment free and clear from any and all claims, liens, and encumbrances (except for those created or expressly authorized in writing by CSI), and shall not assign or encumber the equipment. In the event of default by Customer of any of its obligations to CSI or the financing company, as applicable, CSI shall have the right, without liability to customer, to enter upon any premises of Customer where the equipment is stored and repossess the equipment with or without legal process. In the event the equipment is not paid for and therefore picked-up there will also be a \$.05 per copy usage and reasonable pick-up charge.
5. Risk of loss shall pass to Customer upon earlier of date that CSI is prepared to deliver (in case of Customer delay) or delivers the equipment to common carrier regardless of whether the equipment conforms to terms of this Agreement, and no damage, loss, theft, or destruction of the equipment, in whole or in part, shall impair the obligations of Customer under this Agreement, all of which shall continue in full force and effect. If the equipment shall suffer damage, loss, theft, or destruction, Customer, at CSI's option, shall repair or replace the equipment, or compensate CSI for the loss.
6. Customer shall, at its own expense, procure and maintain such insurance coverage on equipment as may be required by CSI or financing company, as applicable, with coverage to include provisions for protection of CSI notwithstanding any act, neglect, default of or by Customer, payment of insurance proceeds to be made to CSI or financing company, as applicable, and also provide that policy may not be modified or terminated unless CSI is given sixty days prior written notice. Customer shall promptly provide CSI with certificate of insurance.
7. If any payment is not made as and when due, whether by acceleration or otherwise, late payment shall bear interest at maximum rate permitted by applicable law, or if applicable law provides no maximum rate, at annual rate of eighteen percent ("default rate"). CSI or financing company, as applicable, may also at any time revoke any credit extended to Customer if for any reason CSI or financing company is insecure or otherwise concerned about creditworthiness of Customer, in CSI's or financing company's, as applicable, sole discretion, in which case all payments shall be accelerated and immediately due and payable, and, until paid, shall bear interest at default rate.
8. This Agreement may not be cancelled by Customer unless herein, in which case, Customer shall as a condition of such cancellation promptly pay CSI's reasonable costs and expenses incurred prior to the date of cancellation, plus an additional amount to compensate CSI for all profits that CSI expected to realize under this Agreement (reduced only by the amount of any previously received payments from Customer). CSI may cancel this Agreement at any time if CSI determines that its performance is commercially impracticable, in which case CSI shall inform Customer of its determination and shall not be obligated to pay any damages alleged or compensation demanded by to Customer.
9. CSI warrants to Customer only that the equipment, upon installation or delivery, if Customer delays installation, will conform in all material respects to CSI 's written specifications and will be free from defects in material and workmanship. CSI's obligation under this warranty is limited, at CSI 's sole option, to repairing at CSI 's office or at the location of the equipment, or replacing any equipment or parts thereof that CSI determines to be nonconforming and otherwise covered by the limited warranty. Customer shall promptly notify CSI in writing of any alleged defects in the equipment. CSI shall have no obligation under or in respect of this limited warranty unless it receives written notice and description of the alleged defect within thirty days of installation or delivery, as applicable. Upon receipt of such notice, and determination by CSI that there is a covered defect, CSI shall either inform Customer that the equipment will be serviced at the location of the equipment or otherwise instruct Customer as to the part or parts to be returned to CSI for repair or replacement, in which case CSI will pay the cost of transporting repaired or replaced equipment back to Customer, and reimburse Customer for the reasonable transportation costs incurred by Customer in returning the equipment to CSI that CSI determines to have been defective and otherwise required repair or replacement. Otherwise, Customer shall be solely responsible for all transportation costs (to and from CSI). Notwithstanding, and without limiting the generality of the foregoing, the limited warranty shall not apply to any equipment which has been (a) used or otherwise operated in a manner inconsistent with the use intended by CSI, (b) modified or repaired by anyone other than CSI 's authorized service representative in a manner which adversely affects its operation or reliability, or (c) damaged because of accident, neglect, or misuse by anyone other than CSI personnel, failure or surge of electrical power, air conditioning or humidity control, transportation, or other causes other than ordinary use. THE FOREGOING WARRANTY APPLIES ONLY TO CUSTOMER AND IS IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
10. This Agreement and any, maintenance, leasing, and financing agreement executed in connection herewith contain the sole and entire agreement between the parties with respect to subject matter hereof and supersede any and all prior written or oral agreements among the parties with respect to such subject matter. No maintenance or servicing of equipment is contemplated unless and to extent agreed in a separately executed maintenance or service agreement. No amendment or modification of this Agreement shall be valid unless in writing and duly executed by the parties to this Agreement. For purposes of this Agreement, only an officer of CSI is authorized to execute documents on behalf of, and otherwise bind, CSI.
11. Customer may not assign any rights or obligations under this Agreement. Waiver by any party of any breach of this Agreement shall not constitute a continuing waiver or a waiver of any other breach of this Agreement. The invalidity of any one or more of the provisions of this Agreement shall not affect the enforceability of the remaining portions of this Agreement, all of which are inserted conditionally on their being valid in law, and, in the event that any one or more provisions in this Agreement are declared invalid, this Agreement shall be construed as if such invalid provision had not been inserted.
12. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Any claim, suit, action or proceeding arising out of or relating to this Agreement shall be submitted for adjudication exclusively in any state or federal court sitting in Broward County, Florida and each party hereto expressly agrees to be bound by such selection of jurisdiction and venue for purposes of such adjudication.
13. In any action to enforce this Agreement, or where any provision is validly asserted as a defense, prevailing party shall be entitled to recover reasonable attorneys' fees, including attorneys' fees for appeal and costs incurred in action, in addition to any other available remedy. Such party shall be deemed successful if such action is concluded pursuant to court order or final judgment not subject to appeal, settlement or dismissal of principal claims.

Customer Initials



MAINTENANCE AGREEMENT



<input type="checkbox"/> M/A <input type="checkbox"/> Y <input type="checkbox"/> N	SALES REP NAME SKYE	SALES REP NO.	DATE APRIL 29, 2016	ORDER STAGE NO.			
ACCOUNT <input type="checkbox"/> NEW <input type="checkbox"/> EXISTING			CUSTOMER NO.	NATURE OF BUSINESS			
BILL TO	COMPANY CITY OF WEST PARK		SHIP TO	COMPANY CITY HALL			
	CONTACT			CONTACT			
	ADDRESS 1965 SOUTH STATE ROAD 7			ADDRESS			
	CITY WEST PARK	STATE FL		ZIP + 4 33023	CITY	STATE	ZIP + 4
	PHONE 954.989.2688	FAX			PHONE	FAX	
EMAIL	COUNTY		EMAIL	COUNTY			
EQUIPMENT							
QTY	MODEL #	DESCRIPTION	SERIAL NO.	UNIT PRICE	EXTENDED PRICE		
1	1 C454E	KONICA MINOLTA BIZHUB C454E					
	2	PRINT/SCAN/FAX(2)					
	3	STAPLE & HOLE PUNCH FINISHER					
	4	LARGE CAPACITY					
	5						
	6						
	7						
	8						
	9						
	10						
	11						
If out of service area Billing performed by <input type="checkbox"/> Servicing Dealer <input type="checkbox"/> Original Dealer				CUSTOMER P.O. NO.			
Maintenance Agreement does not include network connectivity and related issues outside scope of initial installation (billed at \$165.00 per hour).							

MAINTENANCE AGREEMENT PLAN TYPES

- Plans**
- A.** Covers only parts, labor, drums, PM kits, and **black toner** (excludes, without limitation, paper, staples, color toner, optional color units, and shipping). 3000 black and white copies minimum billed quarterly.
 - B.** Covers only parts, labor, and toner for wide format (excludes, without limitation, paper rolls & shipping). Billed monthly based on "per square foot" usage
 - C.** Covers only parts and labor (excludes, without limitation, paper, drums, PM kits, toner, staples, and shipping).
 - D.** Covers only parts, labor, drums, PM kits, and **color toner** (excludes, without limitation, paper, staples, and shipping). 600 color copies minimum billed quarterly.
 - E.** Covers external Fiery/controller parts and labor.
 - F.** Covers parts and labor for non-copier equipment (excludes, without limitation, supplies and shipping).
 - G.** No coverage

Equipment Line No.			
Is Covered by plan:			
At a Base Rate of:			\$
Base to be Billed (interval):			
Includes allowable copies of:			
Excess copies will be billed at a per copy price of :			
Overage to be billed (interval):			

*****SEE PREMIER ADVANTAGE DOC**

PERFORMANCE COMMITMENTS

- 1. Delivery, Installation, and Training** – CSI will deliver, install, set-up, and confirm connectivity of multi-functional products (MFPs) with Customer's network, and, to assist Customer with proper operation of Equipment. CSI will perform initial key operational training for Customer employee(s) responsible for operating Equipment.
- 2. Replacement Guarantee** – Equipment covered by Maintenance Plans A through D is also covered by CSI's total quality commitment to replace a unit that is deemed unrepairable during the term of this Agreement.

<p>I have reviewed the Terms and Conditions above and DO wish to participate at this time</p> <p><input checked="" type="checkbox"/> _____ AUTHORIZED CUSTOMER SIGNATURE</p> <p><input checked="" type="checkbox"/> _____ PRINTED CUSTOMER SIGNATURE</p>	<p>I have reviewed COPYSOURCE, INC (CSI) Maintenance Agreement Programs and DO NOT want to participate at this time.</p> <p><input type="checkbox"/> _____ AUTHORIZED CUSTOMER SIGNATURE</p> <p><input type="checkbox"/> _____ PRINTED CUSTOMER SIGNATURE</p>
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All transactions from the 25th to the 31st of the month shall be prorated to the 15th of the following month.

- ADDITIONAL TERMS AND CONDITIONS CONTINUED ON REVERSE SIDE -

ADDITIONAL TERMS AND CONDITIONS

1. Installations will be scheduled by CopySource (CSI) after Customer provides CSI with contact information for Customer's network/IT administrator, and shall be carried-out in accord with timetable established by CSI, in its sole discretion, after identifying product placement criteria, port assignments/defaults, and availability of CSI technicians; provided that, Customer signs CSI's Network/Connectivity Survey, provides proper power/phone line connections, sufficient active Network Drop(s) in proximity to equipment, and workstations in good working order that meet operating requirements for equipment, installed all recommended updates/service packs, and backed-up all network data, and makes Network Administrator available on-site day of installation.
2. CSI covered applications limited to Workstation and Network Operating Systems (Win 95/98, Win 2000, Win NT4, Win XP, Windows 7, Windows 8, NT Server 4.0, Win 2000, Netware 3.x and above, Terminal Server/Meta Frame, and SAP, Unix/AS400), and other applications that CSI, in its sole discretion, determines may be reasonably serviced by CSI with availability of vendor support. Customer shall be responsible for any non-CSI technical support charges incurred in connection with CSI support re any non-Workstation and Network Operating Systems, and any non-Novell and Microsoft applications. CSI makes no representations or warranties that it will be able to resolve all or even substantially all issues, and shall not be responsible for any system failures or data loss regardless of cause. Technical hotline and onsite support at CSI service area subject to 30 minute and one hour, respective, minimums.
3. Customer shall promptly notify CSI if any covered equipment requires service under this Agreement, and shall immediately cease using such equipment until repaired or otherwise serviced and properly functioning. CSI agrees to respond to requests for service during regular business hours - Monday through Friday (excluding bank holidays) during hours of 8:30 am and 5:00 pm, provided, however, that CSI may charge Customer at CSI's then prevailing rate for repetitive service calls in any month in which it is determined by CSI, in its sole discretion, that no service is required or the service that is required is the result of operator error. CSI may by separate written agreement and for an additional charge, agree to make a service call outside of regular business hours. If equipment requires service, in CSI's sole discretion, CSI will either service equipment at location of equipment or instruct Customer as to part or parts to be returned to CSI for repair or replacement, in which case CSI will pay cost of transporting part or parts to CSI and returning repaired or replaced parts to Customer. CSI may, in its sole discretion, provide Customer with loaner unit ("loaner") if CSI determines that estimated downtime to repair, replace, or otherwise service equipment or any part is expected to be of significant duration. Customer shall be fully responsible for paying standard monthly/quarterly/annual charges and overages during period and to extent of Customer's use of loaner (without set-off). CSI may also, if it determines, in its sole discretion, equipment requires reconditioning, replacement, or it is not commercially practicable to service equipment, whether initially or at any time thereafter, because, for example, equipment's useful life has been exceeded or the cost to maintain would be prohibitive, whether on account of then existing or anticipated mechanical or software failures (without limiting generality of foregoing, service takeovers are expressly subject hereto), CSI may submit estimated cost of reconditioning/replacement, which shall be additional obligation of Customer, or otherwise terminate this agreement as to that equipment (Customer shall not be entitled to an offsetting credit, set-off, or any compensation with respect thereto).
4. CSI's obligation to service equipment under this Agreement is expressly qualified and shall exclude service/repairs of equipment and any part thereof, including without limitation copier drums, that CSI determines, in its sole discretion, to have been used or operated in manner inconsistent with use intended by CSI or manufacturer, modified or repaired by anyone other than CSI's authorized service representative in manner which adversely affects its operation/reliability, use of unauthorized parts/supplies, damaged because of accident, neglect, or misuse by anyone other than CSI personnel, failure or surge of electrical power, fire, water, air conditioning or humidity control, transportation, failure to provide suitable office environment or space requirements recommended by manufacturer, other causes other than ordinary use, or relocation of equipment to location that is not within CSI's normal service area (if equipment is transferred to different county, CSI may increase service rate commensurate with rate charged by CSI in that county). This Agreement does not cover purchase, delivery or installation charges, including, without limitation, installation of optical accessories, equipment options or add-ons, in-shop reconditioning, or major modifications, and also does not cover support for software solutions, document workflow solutions, and related applications unless otherwise expressly stated on front page of this Agreement. CSI reserves right, upon reasonable notice to Customer, to inspect all equipment covered by this Agreement.
5. CSI will replace without charge parts covered by applicable plan determined by CSI, in its sole discretion, to be broken or worn through normal use, and necessary to equipment servicing and maintenance adjustment. Customer shall only use supplies, toner, and other consumables in equipment identified in this Agreement as covered by applicable plan. CSI will deliver authorized supplies and drums at intervals and in quantities determined by CSI, in its sole discretion based on prior usage history. All supplies furnished, including, for example, copier drums, shall remain property of CSI. In event of default by Customer of any of its obligations under this Agreement, CSI shall have right, without liability to Customer, to enter upon premises of Customer to repossess supplies with/without legal process. Customer shall pay CSI for any supplies not covered by this Agreement at CSI's published rates.
6. CSI offers remote diagnostic application that captures and automatically forwards meter counts, device names, makes, models, serial numbers, IP addresses, toner levels, and service history to improve service support/enhance Customer experience. If Customer does not use remote diagnostic application there will be an additional \$5 per unit per month administrative charge.
7. Customer agrees that secrecy of information relating to CSI which is made available to Customer, including, without limitation, software, disks, specifications, and other proprietary information, regardless of whether any such information, data or documents qualify as "trade secrets" under applicable law (collectively, "Confidential Information") gives CSI a significant competitive business advantage, and, therefore, Confidential Information shall, at all times, be kept in strict confidence by Customer and shall not at any time, except as required by law, with prior written consent of CSI, or when otherwise generally available to public, be disclosed to any person or otherwise used for Customer's direct or indirect benefit.
8. Notwithstanding, and without limiting generality of foregoing, CSI shall not be liable for any failure or delay in performance or damages unless result of willful neglect on part of CSI or its authorized agents. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND CSI SHALL IN NO EVENT BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES UNDER, IN CONNECTION WITH, OR OTHERWISE ON ACCOUNT OF THIS AGREEMENT. Customer's exclusive remedy and CSI's entire liability under this Agreement is for CSI to make necessary repairs (or, at CSI's sole option, replace or substitute equipment) to keep equipment in good operating condition but subject to terms and conditions of this Agreement.
9. Customer shall designate an equipment operator responsible for training employees of Customer and otherwise ensuring equipment is properly operated and care for, shall promptly provide CSI with true and correct copy meter count readings within ten days following immediately preceding calendar month, and as may otherwise be requested by CSI (such readings are important for maintaining equipment and billing for usage under this Agreement). If CSI does not have an accurate copy meter count reading, CSI may, in its sole discretion, bill Customer based on prior usage history. All copies in excess of amount included in base charge are subject to maintenance meter coverage billing. Customer shall pay all invoices, which will include charge for shipping/handling of consumables, and all applicable taxes, upon receipt (to CSI at its principal office in Broward County, Florida or as invoiced).
10. The term of this Agreement shall commence on date hereof, and shall, except as otherwise provided herein, continue for one year term, and automatically renew for three successive one year terms unless either party hereto delivers written notice to other party at least sixty days prior to expiration of then current term expressly stating that party is electing not to renew this Agreement upon expiration of then current term. You agree that after the first twelve (12) months of the Term (or any extension of renewal) of this Agreement, and at the end of each following twelve (12) month period thereafter, the Minimum Payments and Excess Copies charges may be increased by an amount equal to the lesser of: (a) up to 10% of the Minimum Payments and Excess Copies charges in effect at the end of the prior twelve (12) month period; or (b) the maximum percentage permitted by applicable law. This Agreement may not otherwise be terminated or cancelled by Customer unless otherwise expressly provided herein, in which case, Customer shall as condition of cancellation promptly pay CSI's reasonable costs and expenses incurred prior to date of cancellation, plus additional amount to compensate CSI for all profits CSI expected to realize under this Agreement (reduced only by amount of previously received payments from Customer). CSI may cancel this Agreement, in whole or in part, or otherwise withhold service at any time if CSI determines, in its sole discretion, that (a) its performance is commercially impracticable, (b) any equipment is not being used in ordinary course, or is not being properly maintained by Customer, or (c) Customer otherwise fails to comply with any of the terms or conditions of this Agreement.
11. If any payment is not made when due, whether by acceleration or otherwise, late payment shall bear interest at maximum rate permitted by applicable law, or if applicable law provides no maximum rate, at annual rate of eighteen percent ("default rate"). CSI may also at any time revoke any credit extended to Customer if for any reason CSI is insecure or otherwise concerned about creditworthiness of Customer, for non-payment, in which case all payments shall be accelerated and immediately due and payable, and, until paid, shall bear interest at default rate. Notwithstanding, and without limiting the generality of the foregoing provisions of this Agreement, CSI may also, in its sole discretion and without notice, discontinue servicing equipment under this Agreement, furnish service on COD basis, or terminate this Agreement. In event that this Agreement is terminated or otherwise cancelled Customer shall promptly pay CSI all amounts due and that would otherwise accrue through remaining period of then current term of this Agreement calculated as if this Agreement were to have continued until expiration of then current term. Additional amounts paid by Customer shall be deemed earned and nonrefundable.
12. This Agreement and any customer, leasing, and financing agreement executed in connection herewith contain sole and entire agreement between parties with respect to subject matter hereof and supersede any and all prior written/oral agreements with respect to subject matter. No amendment/modification of this Agreement shall be valid unless in writing and duly executed by parties.
13. Customer may not assign any rights or obligations under this Agreement. Waiver of any breach of this Agreement shall not constitute a continuing waiver or a waiver of any other breach of this Agreement. Invalidity of any one or more provisions of this Agreement shall not affect enforceability of remaining portions of this Agreement, all of which are inserted conditionally on being valid in law, and, in event any one or more provisions in this Agreement are declared invalid, this Agreement shall be construed as if such invalid provision had not been inserted.
14. This Agreement shall be governed by and construed in accord with laws of State of Florida. Any claim, suit, action or proceeding arising out of or relating to this Agreement shall be submitted for adjudication exclusively in any state or federal court sitting in Broward County, Florida and each party hereto expressly agrees to be bound by such selection of jurisdiction and venue for purposes of such adjudication. In any action to enforce this Agreement, or where any provision is validly asserted as a defense, prevailing party shall be entitled to recover reasonable attorneys' fees, including attorneys' fees for appeal and costs incurred in action, in addition to any other available remedy. Such party shall be deemed successful if such action is concluded pursuant to court order or final judgment not subject to appeal, settlement or dismissal of principal claims.

Customer Initials

RESOLUTION NO. 2016-43

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WEST PARK, FLORIDA, AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE THE ATTACHED INTERLOCAL AGREEMENT BETWEEN THE CITY OF WEST PARK AND BROWARD COUNTY FOR A BROWARD REDEVELOPMENT PROGRAM GRANT REGARDING A STATE ROAD 7 PROPERTY ACQUISITION; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the attached Agreement is entered into between the City of West Park ("City") and Broward County ("County") 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 property acquisition projects that bring new permanent jobs; and

WHEREAS, the Board approved Broward Redevelopment Program funding for Fiscal Year 2015 on March 17, 2015, and the City submitted an application for funding relating to the acquisition of two (2) vacant parcels of land within the City (2417 S. South State Road 7 and 5925 S.W. 25th Street) for a portion of the acquisition costs in a total funding amount not to exceed Fifty Thousand and 00/100 Dollars (\$50,000.00), 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 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 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;" and

WHEREAS, the City Commission, upon recommendation of the City Administrator, desires to authorize the Mayor and City Administrator to execute said Interlocal Agreement.

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. Authorization of Mayor and City Administrator. The City Commission of the City of West Park hereby authorizes the Mayor and the City Administrator to execute the Interlocal Agreement for a Broward Redevelopment Program Grant between the City of West Park and Broward County, attached hereto as Exhibit "A." The City Administrator is further authorized to take all necessary and expedient action to effectuate the aims of this Resolution.

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

PASSED and ADOPTED this 4th day of May 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 Development 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 property acquisition projects that bring new permanent jobs; and

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

WHEREAS, the CITY's application provided for the acquisition of two (2) vacant parcels of land within the City (2417 S. South State Road 7 and 5925 S.W. 25th Street) for a portion of the acquisition costs in a total funding amount not to exceed Fifty Thousand and 00/100 Dollars (\$50,000.00), 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, consistent with the Broward Redevelopment Program requirements for property acquisition projects, the CITY submitted a current appraisal from an approved vendor from the COUNTY's list of qualified appraisers, meeting County standard requirements, and an environmental audit; and

WHEREAS, the COUNTY conducted a review of the appraisal and the environmental audit and found both to be acceptable; 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, as part of the application and subsequent conversations during the project presentation to County staff on June 17, 2015, CITY staff stated that up to ten (10) 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 Property acquisition shall mean the acquisition of land and associated structures (if any) to facilitate economic development that brings new permanent jobs.

1.5 Redevelopment shall mean projects which address the 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 at 2417 South State Road 7 and 5925 S.W. 25th Street, in West Park, Florida, within the Redevelopment Area described in Exhibit "A." The Project consists of the acquisition of two (2) vacant parcels of land, for which the CITY obtained a Quit Claim Deed from the Florida Department of Transportation (FDOT), located within the Redevelopment Area, said vacant lands being legally described in Exhibit "B," attached hereto and made a part hereof (the "Property").

2.2 The CITY and the COUNTY hereby acknowledge that the Project was approved by the COUNTY based upon the Application, and in accordance with the Application and subsequent representations by CITY during the project presentation to COUNTY staff on June 17, 2015, agree that CITY has acquired title to the Property for the purpose of conveyance to a party ("New Owner"), or execution of a lease with a party ("Lessee") for a

minimum term of five (5) years ("Acquisition"). No later than three (3) years after the effective date of this Agreement, the CITY shall ensure that either the conveyance to the New Owner has occurred or a lease with the Lessee for a minimum term of five (5) years is effective, and that the Property is enrolled as a taxable property and is committed to the generation of ad valorem tax revenues ("Tax Roll Placement").

Prior to receipt of the Acquisition Payment, as described in Section 4.2.1, the CITY shall provide in a declaration of restrictive covenants, if the Property is leased to the Lessee or conveyed to the New Owner, or in its deed of conveyance to the New Owner, if the Property is conveyed, a restriction binding the Property and running in favor of and enforceable by the COUNTY requiring that the Property be utilized so as to be subject to ad valorem taxation.

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

2.4 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 marketing, planning, design, acquisition, and construction of the Project.

2.5 The CITY shall establish and maintain a separate account for funds received from the COUNTY pursuant to this Agreement.

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 September 30, 2020.

ARTICLE 4 - PAYMENTS/OBLIGATIONS

4.1 The grant of funds by the COUNTY is only on a reimbursement cost basis. The maximum financial grant of the COUNTY for the Project costs shall not exceed Fifty Thousand and 00/100 Dollars (\$50,000.00).

4.2 No COUNTY reimbursement shall be made until the milestone identified for the approved Project is achieved. The milestone for the Project is as follows:

4.2.1 Within three (3) years after the effective date of the Agreement, the CITY shall submit to the COUNTY documents evidencing that:

- a. Payment has been made to FDOT for the subject property in accordance with the terms of the Quit Claim Deed referenced in Section 2.1 (Instrument # 112550082 OR BK 51119 PG 1780 to 1785;
- b. The property has been conveyed to the New Owner, or has been leased to the Lessee for a minimum term of five (5) years; and
- c. The property is enrolled as a taxable property and is committed to the generation of ad valorem tax revenues.

Upon COUNTY review and approval of said documents as evidence of the actions required for the CITY's achievement of the milestone, the COUNTY shall provide payment to the CITY ("Acquisition Payment") in an amount not to exceed Fifty Thousand and 00/100 Dollars (\$50,000.00).

4.2.2. Within one (1) year of the completed conveyance of title to the New Owner or lease to the Lessee, the CITY shall provide the COUNTY with documentation, satisfactory to the COUNTY which details how the property is being marketed, planned, designed and constructed. It should include the anticipated number of new permanent jobs to be created and any other economic benefit anticipated for the project and redevelopment area.

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

- a. A signed letter from the Mayor/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. Itemized actual costs; and
- d. Evidence of payment of Project costs by the CITY, which at a minimum will include copies of invoices and canceled checks or wire transfers, as appropriate. This includes costs associated with payment to the Florida Department of Transportation (FDOT) per provisions set forth in the aforementioned Quit Claim Deed (Instrument #112550082, OR BK 51119 PG 1780 to 1785) recorded for subject property on September 25, 2014.

4.4 All documentation is subject to the COUNTY's review and approval prior to disbursement. 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 disbursement. 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 the 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 maybe 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/timeframes, the actual cost/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 the request of 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 in order 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 nondisclosure 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 nonperformance 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 nonperformance 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 State Road 7
West Park, Florida 33023

With a copy to: City Clerk
City of West Park
1965 South State Road 7
West Park, Florida 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 is 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 Interlocal 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 _____ day of _____, 2016 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 _____, 20__

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

INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF WEST PARK

CITY OF WEST PARK

ATTEST:

CITY OF WEST PARK

City Clerk

By: _____

_____ day of _____ 20__

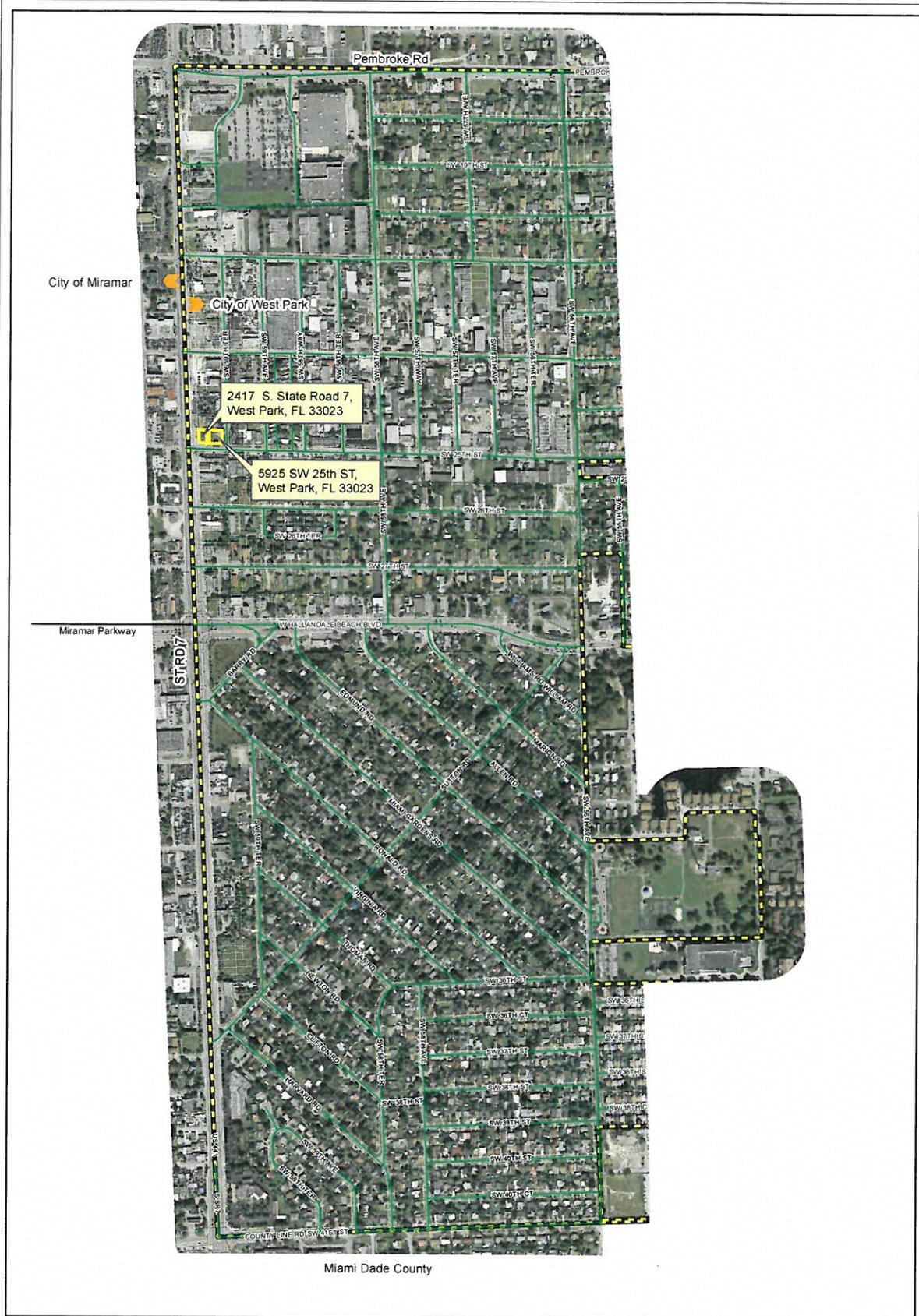
Approved as to form: _____

By: _____
City Attorney

_____ day of _____ 20__

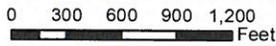
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1/11/16
#15-129
BRPwestpkacquis.a01

Exhibit "A"
Redevelopment Area

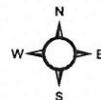


Legend

-  Project Area
-  Redevelopment Area
-  Parcels



**BRP
REDEVELOPMENT
AREA**



GIS Product and maintained by the CGA
Geographic Information Systems & Services

Calvin, Giordano & Associates, Inc.
PROFESSIONAL ENGINEERS

Map ID: WP_MS-13-01.3
Print Date: 4/14/2016

Exhibit "B"

Legal Description

LEGAL DESCRIPTION

EXHIBIT B

PROPERTY OWNER NAME AND ADDRESS

City of West Park
1965 S. State Road 7
West Park, Florida 33023

PROPERTY LOCATION

The northeast corner of State Road 7 and SW 25 Street in West Park, Florida. Its street address is 2417 S. State Road 7 and 5925 SW 25 Street, West Park, FL 33312.

LEGAL DESCRIPTION

The following legal description was provided by FDOT and is also included as Exhibit A, Parcel Sketch in the Addendum of the report and completely describes the subject property.

A portion of Lots 11 and 12, and all of Lots 13 and 14, Block 20, STURDEVANTS 2nd ADDITION TO WEST HOLLYWOOD, according to the plat thereof, as recorded in Plat Book 4, Page 18 of the Public Records of Broward County, Florida, lying in Section 24, Township 51 South, Range 41 East, as shown here on the Florida Department of Transportation Parcel Sketch of State Road 7 (U.S. 441), Item/Segment No. 2277741, Section 86100-2527, being more particularly described as follows:

BEGIN at Southeast Corner of said Lot 13, also being a point on the Northerly Existing Right of Way line of S.W. 25th Street; thence North $88^{\circ}32'01''$ West, along the South line of said Lots 12 and 13 and said Northerly Existing Right of Way line, a distance of 164.96 feet; thence North $45^{\circ}19'25''$ West, a distance of 18.95 feet to a point on the Easterly Existing Right of Way line of said State Road 7 (U.S. 441); thence North $02^{\circ}06'49''$ West along said Easterly Existing Right of Way line, a distance of 95.25 feet to a point on the North line of said Lot 11; thence South $88^{\circ}56'10''$ East along the North line of said Lots 11 and 14, a distance of 177.67 feet to the Northeast corner of said Lot 14; thence South $02^{\circ}13'34''$ East along the East line of said Lots 13 and 14, a distance of 109.52 feet to the POINT OF BEGINNING.

Containing 19,242 square feet, more or less.

Reserving unto the Florida Department of Transportation a 10.00 foot wide Temporary Easement along the Easterly Existing Right of Way line of State Road 7 (U.S. 441) for the purpose of construction of sidewalk, signs, embankment, utility poles, and other roadway features within the right of way of said State Road 7 (U.S. 441).

It is understood and agreed by the parties hereto that the Temporary Easement rights granted herein shall terminate upon completion of the project, but no later than the last day of November, 2017.

ORDINANCE NO. 2016-03

AN ORDINANCE OF THE CITY OF WEST PARK, FLORIDA, AMENDING THE OPERATING BUDGET FOR FISCAL YEAR 2015-16 COMMENCING OCTOBER 1, 2015, THROUGH SEPTEMBER 30, 2016, BY APPROPRIATING A PORTION OF THE GENERAL FUND UNRESERVED FUND BALANCE TO COVER COSTS RELATING TO ADDITIONAL CONTRIBUTIONS TO THE AGING AND DISABILITY RESOURCE CENTER OF BROWARD COUNTY AND COSTS FOR PROVIDING PAYMENTS TO FLORIDA POWER AND LIGHT FOR POWER POLES; APPROPRIATING A PORTION OF THE GENERAL FUND RESERVATION OF FUND BALANCE FOR FIRE RESCUE EQUIPMENT; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on September 23, 2015, the City of West Park ("City") passed Ordinance No. 2015-05, thereby adopting an annual budget for the fiscal year commencing October 1, 2015, through September 30, 2016; and

WHEREAS, subsequent to the passage of Ordinance No. 2015-05 and the adoption of the annual budget for Fiscal Year 2015-16, the City Commission desired to contribute additional funding for the Aging and Disability Resource Center of Broward County (AADRC) and additional funding for costs associated with the installation of power poles by Florida Power and Light along 40th Avenue within the city limits; and

WHEREAS, the City has elected to prepay a portion of the funds borrowed but unspent for fire rescue equipment, which funds are restricted as to use and are a reserve of fund balance; and

WHEREAS, the City Administrator has recommended that the City amend its adopted General Fund budget in order to provide additional funds as noted herein; and

WHEREAS, the City Commission desires to amend its annual budget for Fiscal Year 2015-16.

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. Appropriation of Unreserved Fund Balance for FY 2015-16.

The City Commission of the City of West Park hereby appropriates the total sum of Twelve Thousand Seven Hundred Fifteen Dollars (\$12,715.00) from the City's General Fund Unreserved and Undesignated Fund Balance to provide funds to cover the additional contribution to the Aging and Disability Resource Center in an amount of One Thousand One Hundred Forty-Eight Dollars (\$1,148.00) and for SW 40th Avenue Improvements for the FP&L power pole installation in the amount of Eleven Thousand Five Hundred Sixty-Seven Dollars (\$11,567.00); in the City's General Fund for Fiscal Year 2015-16, as set forth in Attachment "A" hereto.

Section 3. Appropriation of Reserved Fund Balance for FY 2015-16.

The City Commission of the City of West Park hereby appropriates the total sum of Twenty-Five Thousand Dollars (\$25,000.00) from the City's General Fund Reserved Fund Balance For Fire Rescue Equipment for the provision of having funds to cover the prepayment of a portion of the principal on the TD Bank Equipment Finance Loan in the City's General Fund for Fiscal Year 2015-16, as set forth in Attachment "A" hereto.

Section 4. Amendment of Budget for FY 2015-15.

The City of West Park's annual budget for Fiscal Year 2015-16, commencing October 1, 2015, through September 30, 2016, is hereby amended to reflect the additional appropriations and expenditures set forth in Attachment "A" hereto, which is hereby incorporated into and made a part of this Ordinance. The City Commission of the City of West Park hereby reaffirms that expenditures shall be controlled at the fund level, as set forth in Ordinance No. 2015-05, and hereby directs the City Administrator to reflect the appropriations and expenditures in the various accounts and departments in the General Fund.

Section 5. Severability.

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

Section 6. Conflict & Repealer.

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

Section 7. Effective Date.

This Ordinance shall become effective immediately upon final passage.

PASSED AND ADOPTED on first reading the ___ day of April 2016.

PASSED AND ADOPTED on second reading the ___ day of May 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)

ATTACHMENT "A"

General Fund:

Other Financing Sources:

Unreserved and Undesignated Fund Balance	\$12,715.00
Fund Balance Reserved For Fire Rescue Equipment	<u>25,000.00</u>
Total Financing Sources	<u>\$37,715.00</u>

Appropriations:

01-80-00-580-820 AADRC	\$1,148.00
01-41-00-541-637 SW 40 th Avenue Improvements	11,567.00
01-22-00-522-700 Debt Service on EMS Truck	<u>25,000.00</u>
Total Appropriations	<u>\$37,715.00</u>



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

Agenda #: 10A (i)

To: City Commission

Date: May 4, 2016

Through: W. Ajibola Balogun, City Manager

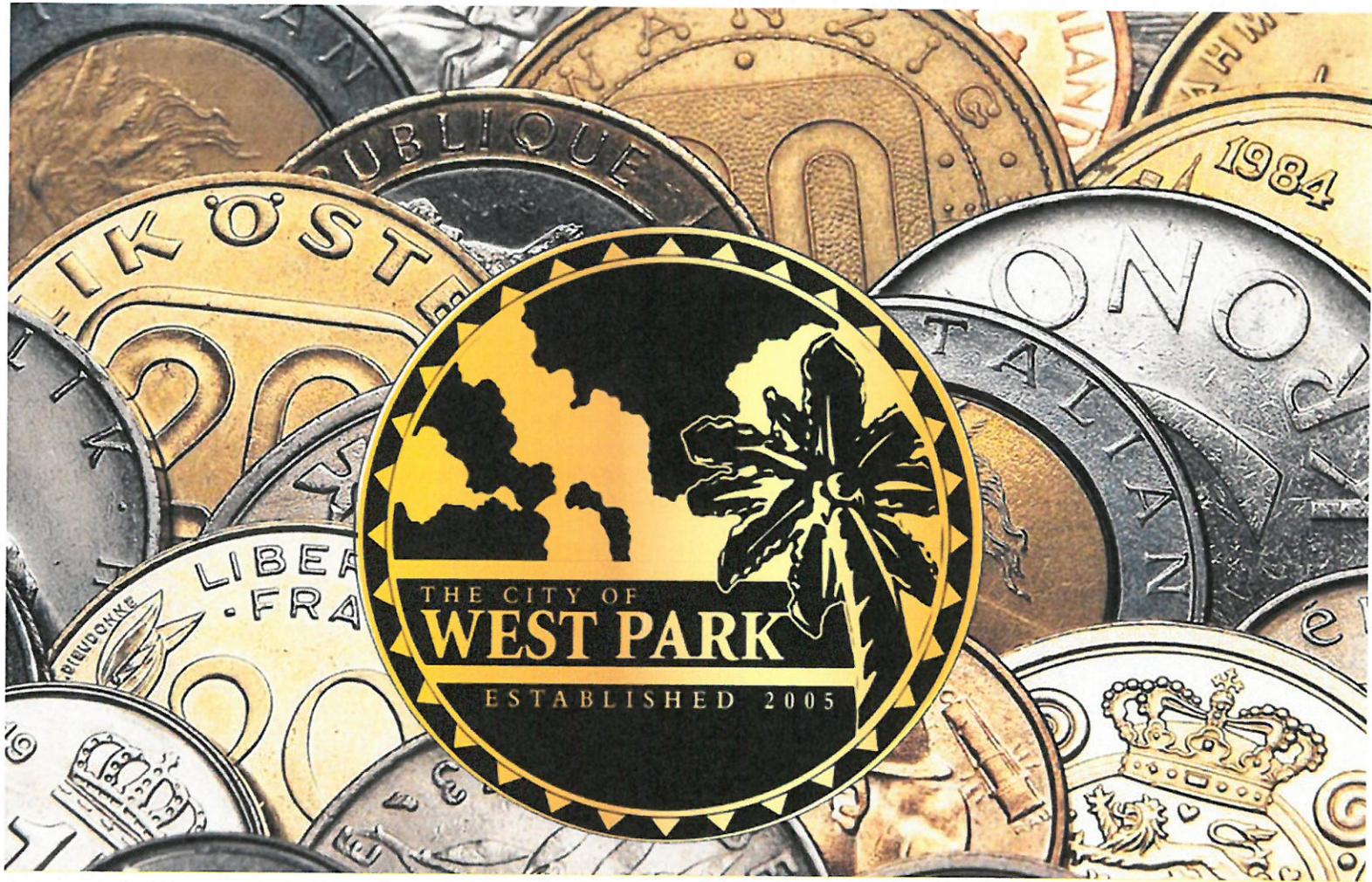
Re: Proposed Adjustments for the Schedule of Permit Fees.

As we did in 2012, we have started reviewing our Schedule of Permit Fees and we are considering adjustments. For the past few weeks, departments have been reviewing their respective fees, per requirements of the City's code, Florida Statutes and making comparisons to neighboring cities' fees. Attached is a draft (working progress) of the proposed schedule of Permit Fees that we plan to propose for the Commission's consideration during the upcoming Commission meeting.

Please let us know if you have any suggestions or formatting recommendations.

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

END OF MEMORANDUM



CITY OF WEST PARK

Proposed Schedule of Permit Fees

May 2016

SECTIONS

ENGINEERING FEES

PUBLIC WORKS FEES

ZONING FEES

PLANNING FEES – COST RECOVERY

LIENS & INFORMATION REQUEST

ADMINISTRATIVE DISHONORED CHECKS

PARKS & RECREATION FEES

MISCELLANEOUS FEES

FIRE DEPARTMENT FEES

BUILDING CODE SERVICE FEES

ENGINEERING FEES

Permit Type	Adopted	Proposed
Plan reviews for work/improvements done to each existing single-family home	\$220	\$220
All other plan reviews have a fee of 4% of the cost of construction plus administrative fee	\$416	\$416
Plan review beyond 2 submittals	\$400	\$400
Failed inspections, required party is not present, requester fails to cancel within one hour of inspection	\$150	\$150
Single-family residence earthwork fees	\$200	\$200
Subdivision, commercial, industrial, office earthwork fees	\$561 of certified cost estimate	\$561 of certified cost estimate

PUBLIC WORKS FEES

Permit Type	Adopted	Proposed
Fees for public works construction, under permit issued by the City of West Park, within right-of-way including utilities or easements, and for paving and drainage within swales or approaches to roadway in the City of West Park. These fees are not consultant's cost recovery fees but rather the City's administrative fee for construction within right-of-ways within the City. The fees are in addition to consultant's cost recovery fees listed in Engineering Fees Schedule:		
1) For installation or repair of sanitary and storm sewers, water lines, gas lines, buried electric, telephone, CATV or other underground utilities:		
- For 100 linear feet or less	\$120	\$120
- For each additional 100 linear feet or fraction thereof	\$40	\$40
- For installation of manhole (each)	\$40	\$40
2) For exfiltration drains consisting of catch basin, exfiltration trench, or slab covered trench:		
- For each linear feet or fraction thereof	\$60	\$60

- For installation of manhole (each)	\$150	\$150
3) For installation of poles or down guys for overhead utilities:		
- For each pole or down guy	\$500	\$500
4) For construction or replacement of sidewalks, curbs and gutters:		
- For 100 linear feet or less	\$50	\$50
5) For utility attachment to each utility pole / light pole	\$300	\$300
6) Above ground utility cabinet (ground mounted)	\$1,500	\$1,500
7) Utility cabinet attached to utility pole	\$450	\$450
- For each additional 100 linear feet or fraction thereof	\$25	\$25
- For construction of street pavements, including paving of parkways and shoulders (includes base and subgrade):		
- One lane or two lane pavements (width of pavement being 0 to 24 feet):		
8) For 100 linear feet or less	\$185	\$185
9) For additional 100 linear feet or fraction thereof	\$30	\$30
- For installation of bus shelter:		
- For each shelter or bus bench	\$110	\$110
10) Fees for temporary use of City's owned and controlled land or easements or right-of-way for construction related activities, to include staging:	\$132	\$132
11) \$0.35 per square foot per week with a \$132.00 minimum weekly fee for residential use and the fair market rental rate per square foot as determined by the City Administrator with a minimum fee of \$1,311.00 per week for commercial use or non-residential use.	\$1,311	\$1,311
12) Performance Bond or Certificate of Credit shall be provided for all work within the City's right-of-way.	110%	110%

ZONING FEES

Permit Type	Adopted	Proposed
Single-family home, pool, addition, fences, decks, enclosures, driveways, patios, slabs and other miscellaneous	\$150	\$150
Site plan review for work in right-of-way only	\$50	\$50
Site plan review for multi-family building	\$225+ \$15 / Unit	\$225+ \$15 / Unit
Site plan review for non-residential building	\$225+\$3.50 /100 sq. ft.	\$225+\$3.50 /100 sq. ft.
Site plan review for signs and other miscellaneous permits	\$150	\$150
Interior tenant improvements P & Z Review	\$150	\$150
Certificate of Use – Residential	\$100	\$100
Certificate of Use – Commercial Building Fee	\$225	\$225
Special event where applicant is owner & no road closures	\$100	\$100
Special event where applicant is not owner & no road closures	\$200	\$200
Special event where applicant is owner & require road closures	\$300	\$300
Special event where applicant is not owner & require road closures	\$500	\$500
Zoning review of Alcohol Beverage License	\$100	\$100

PLANNING FEES- COST RECOVERY

Application Type	Adopted	Proposed
Land Use Plan Amendment – Application review by Planning, GIS, Survey, Traffic Engineering and Civil Engineering. Billed hourly from deposit.	\$8,000	\$8,000 Deposit
Rezoning - – Application review by Planning, GIS, Survey, Traffic Engineering and Civil Engineering. Billed hourly from deposit.	\$8,000	\$8,000 Deposit
Plat - – Application review by Planning, GIS, Survey, Traffic Engineering and Civil Engineering. Billed hourly from deposit.	\$8,000	\$8,000 Deposit

Permit Type	Adopted	Proposed
Site plan - – Application review by Planning, Landscape, GIS, Survey, Traffic Engineering and Civil Engineering. Billed hourly from deposit.	\$12,000	\$12,000 Deposit
Site Plan Amendment - – Application review by Planning, GIS, Landscape, Survey, Traffic Engineering and Civil Engineering. Billed hourly from deposit.	\$7,5000	\$7,500 Deposit
Modifications to conditions of plat approval - – Application review by Planning, GIS, Survey, Traffic Engineering and Civil Engineering. Billed hourly from deposit.	\$4,200	\$4,200 Deposit
Vacations - – Application review by Planning, Landscape, GIS, Survey, Traffic Engineering and Civil Engineering. Billed hourly from deposit.	\$2,240	\$2,400 Deposit
Requests for encroachments, variances, etc. – single family - – Application review by Planning, Landscape, GIS, Survey, Traffic Engineering and Civil Engineering. Billed hourly from deposit.	\$1,250	\$1,250 Deposit
Requests for encroachments, variances, etc. – other than single family - – Application review by Planning, Landscape, GIS, Survey, Traffic Engineering and Civil Engineering. Billed hourly from deposit.	\$3,000	\$3,000 Deposit
Development of Regional Impact - – Application review by Planning, Landscape, GIS, Survey, Traffic Engineering and Civil Engineering. Billed hourly from deposit.	\$25,000	\$25,000 Deposit
Special Exception - – Application review by Planning, Landscape, GIS, Survey, Traffic Engineering and Civil Engineering. Billed hourly from deposit.	\$3,000	\$3,000 Deposit
Special Exception Annual Inspection - – Inspection by Planning, Landscape, GIS, Survey, Traffic Engineering and Civil Engineering. Billed hourly from deposit.	Check Ord.	\$500 Deposit

In accordance with Section 2-118 of the City's Code of Ordinances, Persons who file any review request which necessitates administrative or outside fee consultant review and processing shall pay prior to or at the time the review request is made, an initial preliminary deposit which shall be credited toward the fee charged for such review and processing, and shall pay additional deposits as may be required from time to time. When the person pays the initial deposit, a financial account for said person's review request (the "project account") will be opened and maintained throughout the entire review process until:

- (1) The person receives a certificate of occupancy;
- (2) The building and zoning department determines that no further action is necessary for the review and processing of the review request; or
- (3) The applicant voluntarily withdraws. At any of these times, the project account will be closed and any remaining funds therein shall be refunded to the person depositing same, no later than two months after the project account's closing date. The project account will be monitored on a periodic basis. Whenever the account balance is zero or negative, a supplemental deposit will be required before any further review or processing continues. The person making the initial deposit will be notified when a supplemental deposit will be required. The amount of the supplemental deposit will be 50 percent of the initial deposit. Several supplemental deposits may be necessary depending on the complexity of the review request.

LIENS AND INFORMATION REQUESTS

Permit Type	Adopted	Proposed
Lien request service fee	\$35	\$60
Lien satisfaction preparation & recording	\$100	\$100
Zoning letter	\$100 (additional zoning research – hourly rate)	\$100 (additional zoning research – hourly rate)
FEMA Certification Letter	\$100 (additional research – hourly rate)	\$100 (additional research – hourly rate)

ADMINISTRATIVE – DISHONORED CHECKS

Permit Type	Adopted	Proposed
Face value of check does not exceed \$50	\$25	\$25
Face value of check is more than \$50 but does not exceed \$300	\$30	\$30

Face value of the check is more than \$300 but does not exceed \$800	\$40	\$40
Face value of the check is more than \$800	\$5% of the face amount	\$5% of the face amount

PARKS & RECREATION FEES

Permit Type	Adopted	Proposed Non-Resident	Proposed Resident
Hall Rental before 8pm - 4hr min.	\$50/hr	\$55	\$48
Hall Rental after 8pm to midnight – 4 hr. min.	\$60/hr	\$66	\$57
Program Room # 1– Small – 2 hr min.	\$20/hr	\$22	\$19
Program Room # 2– Large – 2 hr min.	\$25/hr	\$28	\$24
Large Pavilion	\$125	\$138	\$119
Small Pavilion	\$100	\$110	\$95
Hall & Program Room Deposit Fees	\$125	\$138	\$119
Pavilion Deposit Fee	\$75	\$83	\$71
Softball/Baseball/T-Ball Field Rental	\$20	\$22	\$19
Full Soccer/Football Field Rental	\$30	\$33	\$28
Jr. Soccer/Football Field Rental	\$20	\$22	\$19
Basketball Court Rental /Court	\$20/hr/ct	\$22	\$19
Field/Court Light Usage Fee	\$5/hr	\$5	\$5
Softball/Baseball/T-Ball Field Lining/Re-lining	\$20/\$15	\$22/\$16	\$19/\$14
Full Soccer/Football Field Lining/Re-lining	\$250/\$50	\$275/\$55	\$238/\$48
Jr. Soccer/Football Field Lining/Re-lining	\$150/\$30	\$165/\$33	\$142/\$28
Tournament/League Rental Rates may vary depending on activity and Day	\$150/\$25	\$165/\$28	\$142/\$24
Camp Prices vary on the type of camp and the activity proposed for Camp. Fees are on a sliding scale policy.	TBD		

MISCELLANEOUS FEES

Permit Type	Adopted	Proposed
Notary Services – Per event	\$10.00	\$10.00
Yard Sales & Markets – Per event	\$10.00	\$10.00
A. Public Records Request		
One Copy Single-Sided Paper	\$1.00	\$1.00
Double Sided Paper	\$1.00	\$1.00
Certified Copies	\$1.50	\$1.50
Compact Disk	\$8.00	\$8.00
B. Copies		
Copies of Documents – Per Page	\$1.00	\$1.00
Copies of Documents Color	\$1.50	\$1.50
Copies of Document 11 / 17	\$2.00	\$2.00
Copies of Document 11 / 17 - color	\$2.50	\$2.50
Plan reproductions from microfilm – per sheet	\$7.00	\$7.00
Single-sided – per page	\$1.00	\$1.00
Double-sided – per page	\$1.20	\$1.20
Certified copies – per page	\$2.00	\$2.00

FIRE DEPARTMENT
FEES

FIRE FEES

Charge Code Range		Category	Fee Name	Fee description	Factor	Adopted	Proposed
FP	6000	Fire Safety Inspection	Regulatory License Inspections	Structures (up to 1,500 sq. ft.)	1	\$192	\$192
FP	6000	Fire Safety Inspection	Regulatory License Inspections	Structures (>1,500 - 2,500 sq. ft.)	1	\$240	\$240
FP	6000	Fire Safety Inspection	Regulatory License Inspections	Structures (> 2,500 - 3,500 sq. ft.)	1	\$288	\$288
FP	6000	Fire Safety Inspection	Regulatory License Inspections	Structures (> 3,500 - 5,000 sq. ft.)	1	\$336	\$336
FP	6000	Fire Safety Inspection	Regulatory License Inspections	Structures (> 5,000 - 7,500 sq. ft.)	1	\$384	\$384
FP	6000	Fire Safety Inspection	Regulatory License Inspections	Structures (> 7,500 - 10,000 sq. ft.)	1	\$432	\$432
FP	6000	Fire Safety Inspection *	Regulatory License Inspections	Structures (>10,000 - 15,000 sq. ft.)	1	\$480	\$480
FP	6000	Fire Safety Inspection	Regulatory License Inspections	Structures (>15,000 - 20,000 sq. ft.)	1	\$528	\$528
FP	6000	Fire Safety Inspection	Regulatory License Inspections	Structures (>20,000 - 40,000 sq. ft.)	1	\$1,010.40	\$1,010.40
FP	6000	Fire Safety Inspection	Regulatory License Inspections	Structures (>40,000 - 60,000 sq. ft.)	1	\$1,298.40	\$1,298.40
FP	6000	Fire Safety Inspection	Regulatory License Inspections	Structures (>60,000 - 80,000 sq. ft.)	1	\$1,587.60	\$1,587.60
FP	6000	Fire Safety Inspection	Regulatory License Inspections	Structures (>80,000 - 100,000 sq. ft.)	1	\$1,875.60	\$1,875.60
FP	6010	Fire Safety Inspection	Regulatory License Inspections	Structures (>100K (\$1,563.00 +) per ea + sq. ft.)	TBE		
FP	6020	Fire Safety Inspection	Certificate of Use (CU)	CU for Home Office	1	\$144	\$144
FP	6030	Fire Safety Inspection	Certificate of Use (CU)	CU - except Home Office	1	\$240	\$240
FP	6040	Fire Safety Inspection	Periodic/Annual Inspections-Existing Commercial	Structures (up to 1,500 sq. ft.)	1	\$192	\$192

FP	6040	Fire Safety Inspection	Periodic/Annual Inspections-Existing Commercial	Structures (>1,500 - 2,500 sq. ft.)	1	\$240	\$240
FP	6040	Fire Safety Inspection	Periodic/Annual Inspections-Existing Commercial	Structures (> 2,500 - 3,500 sq. ft.)	1	\$288	\$288
FP	6040	Fire Safety Inspection	Periodic/Annual Inspections-Existing Commercial	Structures (> 3,500 - 5,000 sq. ft.)	1	\$336	\$336
FP	6040	Fire Safety Inspection	Periodic/Annual Inspections-Existing Commercial	Structures (> 5,000 - 7,500 sq. ft.)	1	\$384	\$384
FP	6040	Fire Safety Inspection	Periodic/Annual Inspections-Existing Commercial	Structures (> 7,500 - 10,000 sq. ft.)	1	\$432	\$432
FP	6040	Fire Safety Inspection	Periodic/Annual Inspections-Existing Commercial	Structures (>10,000 - 15,000 sq. ft.)	1	\$480	\$480
FP	6040	Fire Safety Inspection	Periodic/Annual Inspections-Existing Commercial	Structures (>15,000 - 20,000 sq. ft.)	1	\$528	\$528
FP	6040	Fire Safety Inspection	Periodic/Annual Inspections-Existing Commercial	Structures (>20,000 - 40,000 sq. ft.)	1	\$1,010.40	\$1,010.40
FP	6040	Fire Safety Inspection	Periodic/Annual Inspections-Existing Commercial	Structures (>40,000 - 60,000 sq. ft.)	1	\$1,298.40	\$1,298.40
FP	6040	Fire Safety Inspection	Periodic/Annual Inspections-Existing Commercial	Structures (>60,000 - 80,000 sq. ft.)	1	\$1,587.60	\$1,587.60
FP	6040	Fire Safety Inspection	Periodic/Annual Inspections-Existing Commercial	Structures (>80,000 - 100,000 sq. ft.)	1	\$1,875.60	\$1,875.60

FP	6050	Fire Safety Inspection	Periodic/Annual Inspections-Existing Commercial	Structures (>100K (\$1,563.00 +) per ea + sq. ft.	TBE		
FP	6060	Fire Safety Inspection	Periodic/Annual Inspections-Existing Residential	Multi-fam (3 to 12 units)	1	\$96	\$96
FP	6060	Fire Safety Inspection	Periodic/Annual Inspections-Existing Residential	Multi-fam (> 12 to 25 units)	1	\$144	\$144
FP	6060	Fire Safety Inspection	Periodic/Annual Inspections-Existing Residential	Multi-fam (> 25 to 50 units)	1	\$192	\$192
FP	6060	Fire Safety Inspection	Periodic/Annual Inspections-Existing Residential	Multi-fam (>50 to 75 units)	1	\$240	\$240
FP	6060	Fire Safety Inspection	Periodic/Annual Inspections-Existing Residential	Multi-fam (> 75 to 100 units)	1	\$288	\$288
FP	6060	Fire Safety Inspection	Periodic/Annual Inspections-Existing Residential	Multi-fam (> 100 to 150 units)	1	\$384	\$384
FP	6060	Fire Safety Inspection	Periodic/Annual Inspections-Existing Residential	Multi-fam (>150 to 200 units)	1	\$480	\$480
FP	6070	Fire Safety Inspection	Periodic/Annual Inspections-Existing Residential	Multi-fam (>200 units (\$400.00 +)	TBE	\$2.11 per ea add'l Unit	\$2.11 per ea add'l Unit
FP	6080	Fire Safety Inspection	Inspection Mobile home & Recreational vehicle parks	Inspection of park and common grounds	1	\$384	\$384
FP	6090	Fire Safety Inspection	Inspection Mobile home & Recreational vehicle parks	Individual mobile home & recreational vehicle sites, each site	1	\$12	\$12

FP	6100	Fire Safety Inspection	Inspection of docks	Docks (up to 30 lineal ft., inclusive)	1	\$192	\$192
FP	6110	Fire Safety Inspection	Inspection of docks	Docks (> to 30 lineal ft., per ea. Additional 10 lineal ft.)	TBE	\$19.20	\$19.20
FP	6120	Fire Safety Inspection	Misc.	Fire inspections not classified above	1	\$192	\$192
FP	6130	Fire* Safety Inspection	Re-inspection	First re-inspection	1	\$102	\$102
FP	6140	Fire Safety Inspection	Re-inspection	Second and subsequent shall be equal to the original inspection fee	1	TBE	TBE
FP	7000	Special Permit & License fee	Pre-inspection	Required before issuance of a permit or license	1	\$192	\$192
FP	7010	Special Permit & License fee	Follow-up	Follow-up inspections of permitted or licensed activities required for monitoring for code compliance	1	\$78	\$78
FP	7020	Special Permit & License fee	Special Permit Fees	Controlled burn permit, per site (standby fire watch may be required)	1	\$384	\$384

FP	7030	Special Permit & License fee	Special Permit Fees	Wayside stand permit per stand	1	\$384	\$384
FP	7040	Special Permit & License fee	Special Permit Fees	Outdoor/indoor retail sales of legal sparklers and pyrotechnical items, per site	1	\$480	\$480
FP	7050	Special Permit & License fee	Special Permit Fees	Outdoor/indoor retail sales of legal sparklers and pyrotechnical items, per site(renewal required)	1	\$480	\$480
FP	7060	Special Permit & License fee	Special Permit Fees	Fireworks display permit - standby fire watch by certified fire inspector is required. Firework display inspections required after hours or on holidays shall require an additional fee of \$65.00 per hour, (or fraction thereof), per inspector. Minimum four (4) hours.	1	\$576	\$576
FP	7070	Special Permit & License fee	Special Permit Fees	Shooter's Competency Certification annual fee per shooter	1	\$120	\$120
FP	7070	Special Permit & License fee	Hazardous Process Permit Fee	Includes permit fees for hot work, cutting, welding, etc.), standby Firewatch may be required.		\$156	\$156
FP	7080	Special Permit & License fee	Hazardous Materials	Annual permit fee for storage, use processing, or handling	1	\$240	\$240

FP	7090	Special Permit & License fee	Hazardous Materials	Additional fee for each type of listed hazardous material at property	1	\$30	\$30
FP	7100	Special Permit & License fee	Hazardous Materials	Annual permit fee per company for fumigation and insect fogging	1	\$120	\$120
FP	7110	Special Permit & License fee	Hazardous Materials	Fumigation permit per site	1	\$192	\$192
FP	7120	Special Permit & License fee	Hazardous Materials	Annual permit fee for the application of flammable finishes - annual renewal required	1	\$120	\$120
FP	7130	Special Permit & License fee	Hazardous Materials	Annual permit fee for liquefied petroleum gas storage. Annual renewal required.	1	\$192	\$192
FP	7140	Special Permit & License fee	Hazardous Materials	Annual permit fee for explosives, ammunition and blasting agents. Annual renewal required.	1	\$576	\$576
FP	7150	Special Permit & License fee	Hazardous Materials	Demolition of structures, removal or abandonment of flammables and combustible liquid, or compressed gas tanks, and temp, construction trailers, each (standby fire watch may be required)	1	\$288	\$288

FP	7160	Special Permit & License fee	Special Event Permit Fees for Outdoor Events	Events for up to a total of 5 rides, games or booths (Standby fire watch may be required)	1	\$192	\$192
FP	7160	Special Permit & License fee	Special Event Permit Fees for Outdoor Events	Events with a total of 6 to 10 rides, games or booths (Standby fire watch may be required)	1	\$288	\$288
FP	7160	Special Permit & License fee	Special Event Permit Fees for Outdoor Events	Events with a total of 11 to 15 rides, games or booths (Standby fire watch may be required)	1	\$384	\$384
FP	7160	Special Permit & License fee	Special Event Permit Fees for Outdoor Events	Events with a total of 16 to 20 rides, games or booths (Standby fire watch may be required)	1	\$480	\$480
FP	7160	Special Permit & License fee	Special Event Permit Fees for Outdoor Events	Events with a total exceeding 20 rides, games or booths (Standby fire watch may be required)	1	\$576	\$576
FP	7170	Special Permit & License fee	Special Event Permit Fees for Indoor Events	Events within structures up to 5000 sq ft (standby fire watch & standby rescue service may be required)	1	\$336	\$336
FP	7170	Special Permit & License fee	Special Event Permit Fees for Indoor Events	Events within structures over 5000 and up to 10,000 sq ft (standby fire watch & standby rescue service may be required)	1	\$432	\$432
FP	7170	Special Permit & License fee	Special Event Permit Fees for Indoor Events	Events within structures over 10,000 sq ft (standby fire watch & standby rescue service may be required)	1	\$576	\$576

FP	7180	Special Permit & License fee	Special Event Permit Fees for Indoor Events	Misc special events not classified above (standby fire watch & standby rescue service may be required)	1	\$192	\$192
FP	7190	Special Permit & License fee	Renewal of expired permits	50% of the original fee	1	TBE	TBE
FP	7200	Special Permit & License fee	Renewal of expired permits	Pre-permit inspection is required at an add'l fee	1	TBE	TBE
FP	8000	Special Service Fees	Standby fire watch, standby rescue services	Min. fee, per ea Certified fire inspector or cert firefighter, per hour or fraction thereof, 4 hrs min.	TBE	\$78	\$78
FP	8001	Special Service Fees	Standby fire watch requiring fire rescue apparatus	Fee per fire rescue apparatus, per hour or fraction thereof, 4 hr min.	TBE	\$330	\$330
FP	8001	Special Service Fees	Standby fire watch requiring fire rescue apparatus	Each additional fire rescue personnel, per hour or fraction thereof		\$90	\$90
FP	8010	Special Service Fees	Standby rescue service	Min fee, per ea. Certified FF-EMT or paramedic, per hour or fraction thereof, 4 hours min.	TBE	\$78	\$78
FP	8020	Special Service Fees	Standby rescue service	Emergency medical service unit min 2 utilizing either a FR/EMS vehicle (2 paramedics EMS vehicle or bikes per unit)- per hour or fraction thereof	TBE	\$180	\$180
FP	8030	Special Service Fees	Standby rescue service	Basic paramedic service plus additional paramedic per hour or fraction thereof	TBE	\$78	\$78

FP	8040	Special Service Fees	Standby rescue service	Additional EMS unit per hr or fraction thereof	TBE	\$180	\$180
FP	8050	Special Service Fees	Fire or Rescue apparatus for Misc. Functions	Min. fee per apparatus, per hour or fraction thereof, includes 1 fire rescue person	TBE	\$180	\$180
FP	8060	Special Service Fees	Fire or Rescue apparatus for Misc. Functions	Additional fire rescue personnel, per hour	TBE	\$90	\$90
FP	8070	Special Service Fees	Overtime Inspection fee	Inspections before 8:00 AM and after 4:30 AM min. fee, per inspector, per hour or fraction thereof. 4 hr min. fee per inspector, per hour or fraction thereof, may be required	TBE	\$78	\$78
FP	8090	Special Service Fees	Code Enforcement. Hearing / Adm. Appeal filling fee		1	\$192	\$192
FP	8100	Special Service Fees	Illegal burn, Hazardous Material Incident, Technical Rescue Incident, Suspicious/Incendiary fire or fire life safety hazard response fee	Min. fee per response, per fire rescue apparatus, first hour or fraction thereof	1	\$330	\$330
FP	8110	Special Service Fees	Illegal burn, Hazardous Material Incident, Technical Rescue Incident, Suspicious/Incendiary fire or fire life safety hazard response fee	Each additional hour or fraction thereof, per fire rescue apparatus	TBE	\$390	\$390

FP	8120	Special Service Fees	Illegal burn, Hazardous Material Incident, Technical Rescue Incident, Suspicious/Incendiary fire or fire life safety hazard response fee	Min. fee per response, per fire rescue personnel, per hour or fraction thereof (4 hours minimum may be required)	TBE	\$90	\$90
FP	8130	Special Service Fees	Fire investigations, Hazardous Material Investigation, or Hazardous Condition-Complaint Investigations fees	Min. fee per each fire investigation/fire inspector per hour or fraction thereof	TBE	\$90	\$90
FP	8140	Special Service Fees	Fire investigations, Hazardous Material Investigation, or Hazardous Condition-Complaint Investigations fees	Additional fee for each fire rescue apparatus required for assistance with incident investigation, per hour or fraction thereof	TBE	\$330	\$330
FP	8150	Special Service Fees	Fire investigations, Hazardous Material Investigation, or Hazardous Condition-Complaint Investigations fees	Four hour min. fee may be required	TBE	TBE	TBE
FP	8160	Special Service Fees	Maximum Capacity Determination Inspection	Required or requested, per hour or fraction thereof	TBE	\$192	\$192
FP	8170	False Alarms	First two	No Charge			

TBE	To Be Entered	Third 275.00, Fourth 325.00, Fifth and each subsequent false alarms within a calendar year \$450.00					
RE	9000	Plan Examination	Site & Plat	Site & Plat	1	\$672	\$672
RE	9010	Plan Examination	Site & Plat	Re-examination of Plat/Site Plans (corrections, amendments, etc)., per hr. or fraction thereof	TBE \	\$192	\$192
RE	9020	Plan Examination	Dev. Order	Fire protection review for Dev. Order approval for 1 and 2 family dwellings	1	\$96	\$96
RE	9030	Plan Examination	Residential Plan Review	Multi-fam (up to 1,500 sq. ft.)	1	\$432	\$432
RE	9030	Plan Examination	Residential Plan Review	Multi-fam (>1,500 - 2,500 sq. ft.)	1	\$528	\$528
RE	9030	Plan Examination	Residential Plan Review	Multi-fam (> 2,500 - 3,500 sq. ft.)	1	\$624	\$624
RE	9030	Plan Examination	Residential Plan Review	Multi-fam (> 3,500 - 5,000 sq. ft.)	1	\$720	\$720
RE	9030	Plan Examination	Residential Plan Review	Multi-fam (> 5,000 - 7,500 sq. ft.)	1	\$768	\$768
RE	9030	Plan Examination	Residential Plan Review	Multi-fam (> 7,500 - 10,000 sq. ft.)	1	\$816	\$816

RE	9030	Plan Examination	Residential Plan Review	Multi-fam (>1 0,000 - 15,000 sq. ft.)	1	\$864	\$864
RE	9030	Plan Examination	Residential Plan Review	Multi-fam (>1 5,000 - 20,000 sq. ft.)	1	\$960	\$960
RE	9040	Plan Examination	Residential Plan Review	Multi-fam>20K (800 +) per ea + sq. ft.	TBE	\$0.03	\$0.03
RE	9050	Plan Examination	Parking Garage Plan Review	Structures (up to 50 ft.in height)	1	\$624	\$624
RE	9050	Plan Examination	Parking Garage Plan Review	Structures (> 50 - 75 ft.in height)	1	\$816	\$816
RE	9050	Plan Examination	Parking Garage Plan Review	Structures (> 75 ft.in height)	1	\$912	\$912
RE	9060	Plan Examination	Commercial Plan Review	(up to 1,500 sq.ft.)	1	\$432	\$432
RE	9060	Plan Examination	Commercial Plan Review	(>1, 500- 2,500 sq. ft.)	1	\$528	\$528
RE	9060	Plan Examination	Commercial Plan Review	(> 2,500 - 3,500 sq. ft.)	1	\$624	\$624
RE	9060	Plan Examination	Commercial Plan Review	(> 3,500 - 5,000 sq. ft.)	1	\$720	\$720
RE	9060	Plan Examination	Commercial Plan Review	(> 5,000 - 7,500 sq. ft.)	1	\$768	\$768
RE	9060	Plan Examination	Commercial Plan Review	(> 7, 500 -10,000 sq.ft.)	1	\$816	\$816
RE	9060	Plan Examination	Commercial Plan Review	(>1 0,000 -15,000 sq.ft.)	1	\$864	\$864
RE	9060	Plan Examination	Commercial Plan Review	(>15,000- 20,000 sq.ft.)	1	\$960	\$960
RE	9070	Plan Examination	Commercial Plan Review	(>20K (800.00 +) per ea + sq. ft.	TBE	\$0.03	\$0.03
RE	9080	Plan Examination	Special Systems Plan Review	Fire sprinkler system, 1st 12 heads	1	\$192	\$192
RE	9090	Plan Examination	Special Systems Plan Review	Fire sprinkler system, ea additional head	TBE	\$0.60	\$0.60

RE	9100	Plan Examination	Special Systems Plan Review	Fire standpipe system (wet/dry)	1	\$192	\$192
RE	9110	Plan Examination	Special Systems Plan Review	Fire alarm system, 1st. 12 devices	1	\$192	\$192
RE	9120	Plan Examination	Special Systems Plan Review	Fire alarm system, ea additional device	TBE	\$0.60	\$0.60
RE	9130	Plan Examination	Special Systems Plan Review	Early warning system or devices, 1st. 12 devices	1	\$192	\$192
RE	9140	Plan Examination	Special Systems Plan Review	Early warning system or devices, ea additional device	TBE	\$0.60	\$0.60
RE	9150	Plan Examination	Special Systems Plan Review	Special Hazard Extinguishing System	1	\$192	\$192
RE	9160	Plan Examination	Special Systems Plan Review	LP Gas Compressed Gas System	1	\$192	\$192
RE	9170	Plan Examination	Special Systems Plan Review	Fire Pump (all types)	1	\$336	\$336
RE	9180	Plan Examination	Special Systems Plan Review	Smoke Control System	1	\$768	\$768
RE	9190	Plan Examination	Special Systems Plan Review	Emergency generator (all types)	1	\$192	\$192
RE	9200	Plan Examination	Misc.	Plans examination not classified above	1	\$192	\$192
RE	9210	Plan Examination	Pre-application		TBE	\$192	\$192
RE	9220	Plan Examination	Re-examination	Based on time consumed, fee per hr. or fraction thereof	TBE	\$192	\$192
RE	9500	Systems Testing	Fire Sprinkler System	Underground rough/Pressure test	1	\$384	\$384
RE	9510	Systems Testing	Fire Sprinkler System	Aboveground rough/Pressure test	1	\$384	\$384

RE	9520	Systems Testing	Fire Sprinkler System	Final Sprinkler Test	1	\$384	\$384
RE	9530	Systems Testing	Fire Sprinkler System	Additional fee for F/R apparatus use for inspection and/or testing - per hr. or fraction thereof	TBE	\$192	\$192
RE	9540	Systems Testing	Fire standpipe	Acceptance inspection and test verification	1	\$384	\$384
RE	9550	Systems Testing	Fire standpipe	Additional fee for F/R apparatus use for inspection and/or testing -per hr. or fraction thereof	TBE	\$192	\$192
RE	9560	Systems Testing	Fire Pump	Acceptance inspection and test verification	1	\$576	\$576
RE	9570	Systems Testing	Fire Pump	Additional fee for F/R apparatus use for inspection and/or testing - per hr. or fraction thereof	TBE	\$192	\$192
RE	9580	Systems Testing	Fire protection system Underground piping	Acceptance inspection and test verification	1	\$384	\$384
RE	9590	Systems Testing	Fire protection system Underground piping	Additional fee for F/R apparatus use for inspection and/or testing- per hr. or fraction thereof	TBE	\$192	\$192
RE	9600	Systems Testing *	Fire protection water supply device inspection/testing & fire flow testing	Fire hydrants / farewells	1	\$192	\$192
RE	9610	Systems Testing	Special Hazard Extinguishing Systems	Acceptance inspection and test verification of system with 1 cylinder and up to 6 heads, each	1	\$384	\$384

RE	9610	Systems Testing	Special Hazard Extinguishing Systems	Acceptance inspection and test verification of system with more than 1 cylinder and more than to 6 heads, each	1	\$576	\$576
RE	9620	Systems Testing	Fire Alarm Systems	Acceptance inspection and test verification min. fee for up to 4 staff hours	1	\$678	\$678
RE	9630	Systems Testing	Fire Alarm Systems	Fee per hour or fraction thereof for additional staff hours required.	TBE	\$78	\$78
RE	9640	Systems Testing	Fire Alarm Systems	Additional fee for F/R apparatus use for inspection and/or testing - per hr. or fraction thereof	TBE	\$192	\$192
RE	9650	Systems Testing	Early Warning Devices or systems	Acceptance inspection and test verification	1	\$384	\$384
RE	9660	Systems Testing	Early Warning Devices or systems	Fee per hour or fraction thereof for additional staff hours required.	TBE	\$78	\$78
RE	9670	Systems Testing	Early Warning Devices or systems	Additional fee for F/R apparatus use for inspection and/or testing - per hr. or fraction thereof	TBE	\$192	\$192
RE	9680	Systems Testing	Smoke Management & Evacuation systems	Acceptance inspection and test verification min. fee for up to 16 staff hours	1	\$3,072	\$3,072
RE	9690	Systems Testing	Smoke Management & Evacuation systems	Fee per hour or fraction thereof for additional staff hours required.	TBE	\$78	\$78

RE	9700	Systems Testing	Smoke Management & Evacuation systems	Additional fee for F/R apparatus use for inspection and/or testing - per hr. or fraction thereof	TBE	\$192	\$192
RE	9710	Systems Testing	LP Gas Compressed Gas systems	Acceptance inspection and test verification	1	\$384	\$384
RE	9720	Systems Testing	Flammable/Combustible Liquid aboveground and Underground tanks & Piping systems	Acceptance inspection and test verification	1	\$384	\$384
RE	9730	Systems Testing	Fire stopping/Penetration Protection inspections	Inspection	1	\$288	\$288
RE	9740	Systems Testing	Emergency Generator Inspection/Testing	Inspection/testing (full load bank test)	1	\$768	\$768
RE	9750	Systems Testing	Emergency Life Safety System inspection/testing	Inspection/testing	1	\$384	\$384
RE	9760	Systems Testing	Misc.	Acceptance inspection and test verification not classified above	1	\$192	\$192
RE	9750	Systems Testing	Emergency Life Safety System inspection/testing	Inspection / testing	1	\$384	\$384
RE	9760	Systems Testing	Misc.	Acceptance inspection and test verification not classified above	1	\$192	\$192
RE	9770	Systems Testing	Re-inspection	Fee for each re-inspection of systems or devices	1	\$192	\$192
RE	9780	Systems Testing	Re-test	Equal to original inspection & test fees for the applicable systems or devices	1	TBE	TBE

RE	9800	Fire Safety Inspection	Certificate of Occupancy - New Residential	Multi-fam (up to 1,500 sq. ft.)	1	\$192	\$192
RE	9800	Fire Safety Inspection	Certificate of Occupancy - New Residential	Multi-fam (>1,500 - 2,500 sq. ft.)	1	\$240	\$240
RE	9800	Fire Safety Inspection	Certificate of Occupancy - New Residential	Multi-fam (> 2,500 - 3,500 sq. ft.)	1	\$288	\$288
RE	9800	Fire Safety Inspection	Certificate of Occupancy - New Residential	Multi-fam (> 3,500 - 5,000 sq. ft.)	1	\$336	\$336
RE	9800	Fire Safety Inspection	Certificate of Occupancy - New Residential	Multi-fam (> 5,000 - 7,500 sq. ft.)	1	\$320	\$320
RE	9800	Fire Safety Inspection	Certificate of Occupancy - New Residential	Multi-fam (> 7,500 - 10,000 sq. ft.)	1	\$432	\$432
RE	9800	Fire Safety Inspection	Certificate of Occupancy - New Residential	Multi-fam (>10,000 - 15,000 sq. ft.)	1	\$480	\$480
RE	9800	Fire Safety Inspection	Certificate of Occupancy - New Residential	Multi-fam (>15,000 - 20,000 sq. ft.)	1	\$528	\$528
RE	9800	Fire Safety Inspection	Certificate of Occupancy - New Residential	Multi-fam (>20,000 - 40,000 sq. ft.)	1	\$1,010.40	\$1,010.40
RE	9800	Fire Safety Inspection	Certificate of Occupancy - New Residential	Multi-fam (>40,000 sq. ft. - 60,000 sq. ft.)	1	\$1,298.40	\$1,298.40
RE	9800	Fire Safety Inspection	Certificate of Occupancy - New Residence	Multi-fam (>60,000 sq. ft. - 80,000 sq. ft.)	1	\$1,587.60	\$1,587.60

RE	9800	Fire Safety Inspection	Certificate of Occupancy - New Residence	Multi-fam (>80,000 sq. ft. - 100,000 sq. ft.)	1	\$1,875.60	\$1,875.60
RE	9810	Fire Safety Inspection	Certificate of Occupancy - New Residential	Multi-fam (>100K (\$1,563.00 +) per ea + sq. ft.	TBE	\$0.018 each addt'l sq.ft.	\$0.018 each addt'l sq.ft.
RE	9820	Fire Safety Inspection	Certificate of Occupancy - New Commercial	Structures (up to 1,500 sq. ft.)	1	\$192	\$192
RE	9820	Fire Safety Inspection	Certificate of Occupancy - New Commercial	Structures (>1,500 - 2,500 sq. ft.)	1	\$240	\$240
RE	9820	Fire Safety Inspection	Certificate of Occupancy - New Commercial	Structures (> 2,500 - 3,500 sq. ft.)	1	\$288	\$288
RE	9820	Fire Safety Inspection	Certificate of Occupancy - New Commercial	Structures (> 3,500 - 5,000 sq. ft.)	1	\$336	\$336
RE	9820	Fire Safety Inspection	Certificate of Occupancy - New Commercial	Structures (> 5,000 - 7,500 sq. ft.)	1	\$384	\$384
RE	9820	Fire Safety Inspection	Certificate of Occupancy - New Commercial	Structures (> 7,500 - 10,000 sq. ft.)	1	\$432	\$432
RE	9820	Fire Safety Inspection	Certificate of Occupancy - New Commercial	Structures (>10,000 - 15,000 sq. ft.)	1	\$480	\$480
RE	9820	Fire Safety Inspection	Certificate of Occupancy - New Commercial	Structures (>15,000 - 20,000 sq. ft.)	1	\$528	\$528

RE	9820	Fire Safety Inspection	Certificate of Occupancy - New Commercial	Structures (>20,000 - 40,000 sq. ft.)	1	\$1,010.40	\$1,010.40
RE	9820	Fire Safety Inspection	Certificate of Occupancy - New Commercial	Structures (>40,000 - 60,000 sq. ft.)	1	\$1,298.40	\$1,298.40
RE	9820	Fire Safety Inspection	Certificate of Occupancy - New Commercial	Structures (>60,000 - 80,000 sq. ft.)	1	\$1,587.60	\$1,587.60
RE	9820	Fire Safety Inspection	Certificate of Occupancy - New Commercial	Structures (>80,000 - 100,000 sq. ft.)	1	\$1,875.60	\$1,875.60
RE	9830	Fire Safety Inspection	Certificate of Occupancy - New Commercial	Structures (>1000K (\$1,563.00 +) per ea + sq. ft.)	TBE	\$0.018 ea addt'l sq.ft.	\$0.018 ea addt'l sq.ft.
RE	9840	Fire Safety Inspection	Certificate of Occupancy -Parking Garages	Structures (up to 50 ft. in height)	1	\$672	\$672
RE	9840	Fire Safety Inspection	Certificate of Occupancy -Parking Garages	Structures (> 50 ft. to 75 ft. in height)	1	\$864	\$864
RE	9840	Fire Safety Inspection	Certificate of Occupancy -Parking Garages	Structures (>75 ft. in height)	1	\$960	\$960

BUILDING CODE
SERVICES
FEES

ADMINISTRATIVE DISHONORED CHECKS

Permit Type	Adopted	Proposed
A person presenting a check, draft, or other order for the payment of money that is returned to the City dishonored for any reason shall be obligated to pay a service fee.		
1. Face value of the check does not exceed \$50.00	\$25	\$25
2. Face value of the check is more than \$50.00 but does not exceed \$300.00	\$30	\$30
3. Face value of the check is more than \$300.00 but does not exceed \$800.00	\$40	\$40
4. Face value of the check is more than \$800.00	5%	5%

BUILDING CODE SERVICES PERMIT FEES STRUCTURES

Permit Type	Adopted	Proposed
The Building Permit Fee shall be based upon the cost of construction as attested to by the applicant on the submitted permit application. The Building Official, in addition to verifying the completeness and accuracy of the application, shall review the application for the cost of construction. If the Building Official determines that the cost of construction attested to does not accurately reflect the cost of construction for the scope of work covered by the permit, he or she can use any of the following to calculate the fee:		
1. Copy of a signed contract for work to be completed under requested permit.		
2. Apply the values in the most current edition of the RS Means Construction Valuation system.		
The greatest of the methods of the applicant's statement of value, or (1.) or (2.) above shall be used in calculating the permit fee.		
<p>NOTE:</p> <p>The initial permit fee shall be based on the total cost of construction. Each of the remaining main permits for the completion of the building (Mechanical, Electrical and Plumbing) shall be a minimum fee of \$80.00. All additional sub permit fees shall be based on the job value for the work covered by that particular permit.</p>	\$80.00	\$80.00

Permit Type	Adopted	Proposed
Construction costs up to \$1,000.00 – per structure per trade	\$80.00	\$80.00
Construction costs greater than \$1,000.00 and up to \$1,250,000.00	\$80.00	\$80.00
3. Construction costs greater than \$1,250,000.00 and up to \$3,000,000.00 plus 1.6% of the construction costs over \$1,250,000.00	\$28,807.00	\$28,807.00
4. Construction costs greater than \$3,000,000.00 5. plus 1.3% of the construction cost	\$56,807.00	\$56,807.00
6. Besides the fees as described in items one (1) through four (4) above, the minimum permit application fees shall not be less than the number of mandatory inspections multiplied by the minimum inspection fee; minimum inspection fee	\$80.00	\$80.00
Demolition of Buildings		
Single-family residential – per structure per trade	\$112.00	\$112.00
7. All other – per floor per structure per trade	\$177.00	\$177.00

NON STRUCTURES

Permit Type	Adopted	Proposed
A. Shutters		
1. First Opening	\$112.00	\$112.00
2. Each Additional Opening	\$5.00	\$5.00
B. Swimming Pool, Spas, hot tubs (includes all trades)		
1. Single Family residential	\$1,213.00	\$1,213.00
2. All Other	\$2,352.00	\$2,352.00
C. Temporary Platforms and bleachers used for assembly		
	\$118.00	\$118.00
D. Tents		
1. Up to five	\$162.00	\$162.00
2. Each additional five or fraction thereof	\$30.00	\$30.00
3. Certificate of Use Inspections	\$210.00	\$210.00

IV. REQUIRED COUNTY AND STATE FEES

A. Board of Rules & Appeals Fee – per each \$1,000.00 or any fraction thereof of the total cost of construction	\$0.60	\$0.60
B. Educational Fee – Fees reserved for training and continuing education of Building Department including materials, equipment code books, reference materials, and conference	\$0.03% of cost of construction	\$0.03% of cost of construction

Permit Type	Adopted	Proposed
C. Radon Fee	\$0.005 per square foot	\$0.005 per square foot
D. Florida Homeowner Recovery Fund	\$0.005 per square foot	\$0.005 per square foot
E. Building Code Administrators & Inspectors Fund	\$0.005 per square foot	\$0.005 per square foot

FEES FOR CERTIFICATES

Permit Type	Adopted	Proposed
A. Backflow Certification		
1. First device per parcel	\$74.00	\$74.00
2. Each additional device per parcel	\$15.00	\$15.00
B. Certificate of Completion	\$162.00	\$162.00
C. Certificate of Occupancy	\$112.00	\$112.00
D. Electric Meter Release Certificate	\$112.00	\$112.00
E. Temporary Certificate of Occupancy (each occurrence)	\$448.00	\$448.00

ADDITIONAL SERVICES

Permit Type	Adopted	Proposed
A. Change of contractor qualifier	\$125.00	\$125.00
B. Extension Permit	\$125.00	\$125.00
C. Hourly services Charges for plan review, inspections and other Building Code related services other than those listed herein		
1. Per hour per trade for normal Building Department business hours	\$112.00	\$112.00
2. Per hour per trade for other than normal Building Department business hours	\$168.00	\$168.00
D. Duplicate plans - for lost plans after required permit is issued. Per hour per trade	\$112.00	\$112.00
E. Renewal of expired permit - for renewal within six months of permit expiration for the same permit, same plans on the same property, provided that no refund has been made 50% of original fee		
F. Filing fee for the review of the Forty Year Building Safety Inspection, Structural and Electrical Report:	\$224.00	\$224.00

REFUNDS

Permit Type	Adopted	Proposed
A. No refunds shall be granted for permits revoked by the Building Official; permits cancelled by a Court Order; conditional permits; expired permits; permits for work that has any recorded inspection; for a change of contractor; or any up-front fees, such as fees collected for other agencies, educational fees, or fees for construction costs from \$0.00 up to \$1,000.00.		
B. No refunds shall be granted for permits revoked by the Building Official; permits cancelled by a Court Order; conditional permits; expired permits; permits for work that has any recorded inspection; for a change of contractor; or any up-front fees, such as fees collected for other agencies, educational fees, or fees for construction costs from \$0.00 up to \$1,000.00.		
C. Refunds for fees for construction costs over \$1,000.00 prior to the issuance of a permit		
1. If no plan review has been commenced, 90% of the fee will be refunded on the balance of the fee paid minus \$118.00 per structure per trade.	\$118.00	\$118.00
2. If plan review has commenced, 75% of the fee will be refunded on the balance of the fee paid minus \$118.00 per structure per trade.	\$118.00	\$118.00

RE-INSPECTION FEES

Permit Type	Adopted	Proposed
1. Partial approval or 1 st disapproval of mandatory inspection	\$112.00	\$112.00
2. 2 nd disapproval (1.5 X 1 st disapproval fee)	\$168.00	\$168.00
3. 3 rd and subsequent disapprovals (2 X 1 st disapproval fee)	\$224.00	\$224.00

REJECTION OF PLANS

Permit Type	Adopted	Proposed
A. A penalty for failure to correct a code violation specifically and continuously noted in each rejection, shall be charged each time after the third such review the plans are rejected.	\$112.00	\$112.00

REPLACEMENT OF PERMIT CARD

Permit Type	Adopted	Proposed
A. Replacement of Permit card	\$37.00	\$37.00

IX. REVISIONS TO PLANS

Permit Type	Adopted	Proposed
B. Per trade	\$112.00	\$112.00

X. WORK WITHOUT A PERMIT

Permit Type	Adopted	Proposed
A. First offense double the required permit fee		
B. Second offense double the required permit fee plus \$294.00	\$294.00	\$294.00
C. Each offense thereafter double the required permit fee plus \$735.00	\$735.00	\$735.00

XI. ANNUAL INCREASE

A. On October 1st of each year, the fees referred to above shall be increased in accordance with the Consumer Price Index for urban consumers in the United States published by the Bureau of Labor Statistics for the twelve (12) months ending April of each year unless otherwise instructed by the City Commission. Notwithstanding the foregoing, any fees quoted as a percentage of either total estimated construction cost or original fee (for re-inspections) shall remain unchanged by the City Commission. These adjustments will be effective on the following October 1. This increase does not apply to State or County fees.		
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BUSINESS TAX LICENSE

FEES

Adopted Proposed

(10)	ABSTRACT, TITLE, TITLE INSURANCE, PROP CLOSING...	150.00	157.50
(20)	ACTIVITY COORDINATORS/DIRECTORS-RECREATION...	100.00	105.00
(30)	ADOLESCENT/TEEN RECREATIONS CENTERS...	100.00	105.00
(40)	ADVERTISING-PRODUCTS AND SERVICES...	100.00	105.00
(50)	AMBULANCE SERVICE...	100.00	105.00
(60)	AMUSEMENT CENTERS...	200.00	210.00
(70)	AMUSEMENT CENTERS 1 TO 25 MACHINES...	200.00	210.00
(80)	AMUSEMENT CENTERS 26 TO 50 MACHINES...	300.00	315.00
(90)	AMUSEMENT CENTERS 51 TO 75 MACHINES...	450.00	472.50
(100)	AMUSEMENT CENTERS 76 TO 100 MACHINES...	500.00	525.00
(110)	AMUSEMENT CENTERS OVER 100 MACHINES EACH MACHINE...	7.00	7.35
(120)	AMUSEMENT MACHINES - DISTRIBUTORS...	125.00	131.25
(130)	AMUSEMENT MACHINES-EACH MACHINE AS ACCESSORY USE...	30.00	31.50
(140)	AMUSEMENT PART PER MACHINE...	100.00	105.00
(150)	AMUSEMENT PARKS...	100.00	105.00
(160)	ANIMAL GROOMING...	100.00	105.00
(170)	ANIMAL-CLINIC/HOSPITAL...	100.00	105.00
(180)	ANIMAL-EXHIBITIONS PER DAY...	125.00	131.25
(190)	ANIMAL-EXHIBITIONS PER WEEK...	300.00	315.00
(200)	ANIMAL-KENNEL...	200.00	210.00
(210)	ANSWERING SERVICE...	100.00	105.00
(220)	ANTIQUÉ SHOP...	125.00	131.25
(230)	APARTMENT EACH UNIT...	6.00	6.30

(240)	ARCHERY/GUN RANGES...	100.00	105.00
(250)	ARMORED CAR SERVICES...	100.00	105.00
(260)	ASTROLOGERS/CLAIRVOYANTS...	150.00	157.50
(270)	AUCTION COMPANIES/STORE...	700.00	735.00
(280)	AUCTIONEERS...	40.00	42.00
(290)	AUTO DEALER RENTAL CARS 1 TO 25...	100.00	105.00
(300)	AUTO DEALER RENTAL-EACH ADDITIONAL CAR OVER 25...	9.00	9.45
(310)	AUTO DETAILING...	100.00	105.00
(320)	AUTO DRIVING SCHOOL...	100.00	105.00
(330)	AUTO PAINT AND BODY...	80.00	84.00
(340)	AUTO SHIPPING AGENCY...	100.00	105.00
(350)	AUTO TAG AGENCIES...	60.00	63.00
(360)	AUTO WRECKING...	80.00	84.00

B

(370)	BAKERY'S-AS ACCESSORY USE...	100.00	105.00
(380)	BAKERY'S-RETAIL...	100.00	105.00
(390)	BAKERY'S-WHOLESALE...	100.00	105.00
(400)	BALLROOMS/DANCE CLUB...	100.00	105.00
(410)	BANQUET/PARTY CATERERS...	40.00	42.00
(420)	BANQUET/PARTY CATERERS - AS ACCESSORY USE...	50.00	52.50
(430)	BARBER SHOP-FOR EACH ACCESS ACTIVITY...	30.00	31.50
(440)	BARBER SHOP - EACH CHAIR OVER 5 CHAIRS...	10.00	10.50
(450)	BARBER SHOP - UP TO 5 CHAIRS...	100.00	105.00
(460)	BAR/LOUNGE (W/LIVE, SEE NIGHT CLUB)...	200.00	210.00

(470)	BEAUTY SHOP - FOR EACH ACCESS ACTIVITY...	50.00	52.50
(480)	BEAUTY SHOP/NAIL SALON - 1 TO 5 TECHNICIAN/OPERATORS	100.00	105.00
(490)	BEAUTY SHOP/NAIL SALON, EACH ADDITIONAL OPERATOR OVER 5...	10.00	10.50
(500)	BICYCLE SCOOTERS, MOPEDS, ETC...(SALES, RENTAL, REPAIR)...	100.00	105.00
(510)	BILLIARD HALL - EACH TABLE...	15.00	15.75
(520)	BILLING SERVICE...	125.00	131.25
(530)	BINGO HALL...	250.00	262.50
(540)	BLOOD BANKS/STORAGE FACILITIES...	200.00	210.00
(550)	BLUEPRINTING...	100.00	105.00
(560)	BOATS FOR SALE/RENTAL...	100.00	105.00
(570)	BOILER/MACHINE/FOUNDRIES-SHOPS...	140.00	147.00
(580)	BONDSMEN PROFESSIONAL (CASH)...	350.00	367.50
(590)	BONDSMEN PROFESSIONAL (SURETY)...	150.00	157.50
(600)	BOWLING ALLEY - EACH LAND...	25.00	26.25
(610)	BROKER - CEMETARY...	125.00	131.25
(620)	BROKERAGE FIRMS-COMMODITIES...	150.00	157.50
(630)	BROKERAGE FIRMS - STOCKS, BONDS...	150.00	157.50
(640)	BROKERAGE FIRMS - YACHTS...	100.00	105.00
(650)	BROKERS MORTGAGE LOANS...	150.00	157.50
(660)	BROKERS- CUSTOMS AND OTHERS...	125.00	131.25
(670)	BROKERS - FUTURES OR OPTIONS...	125.00	131.25
(680)	BURGULAR ALARM/MONITORING COMPANIES...	100.00	105.00

(690)	BUS COMPANIES - INTRASTATE ONLY...	125.00	131.25
(700)	BUS COMPANIES - PER EACH BUS...	50.00	52.50

C

(710)	CANTEEN WAGON OR CAFÉ - EACH VEHICLE...	100.00	105.00
(720)	CAR WASH...	80.00	84.00
(730)	CARPENTER SHOPS...	100.00	105.00
(740)	CARPET AND RUG CLEANING...	90.00	94.50
(750)	CARPET INSTALLATION...	100.00	105.00
(760)	CARPET SALES (NO INVENTORY)...	100.00	105.00
(770)	CEMETARY/MAUSOLEUM...	120.00	126.00
(780)	CHECK CASHING STORE...	200.00	210.00
(790)	CHEMICAL TOILETS...	100.00	105.00
(800)	CHILD CARE SERVICES...	40.00	42.00
(810)	CONCRETE MIXER - EACH TRUCK...	40.00	42.00
(820)	CONSULTANTS - EACH	150.00	157.50
(830)	CONTRACTORS - BUILDING...	120.00	126.00
(840)	CONTRACTORS - GENERAL	120.00	126.00
(850)	CONTRACTORS - SPECIALTY...	100.00	105.00
(860)	CONTRACTORS- SUB BUILDING...	100.00	105.00
(870)	CONVALESCENT/NURSING HOME...	80.00	84.00
(880)	COUNTRY CLUB...	450.00	472.50
(890)	CREDIT BUREAUS...	100.00	105.00

D

(900)	DATA PROCESSING - SERVICE AGENCY...	125.00	131.25
(910)	DAT PROCESSING - SOFTWARE DEVELOPMENT...	150.00	157.50
(920)	DEALERS - SECONDHAND FIREARMS...	200.00	210.00
(930)	DEALERS - SECONDHAND GOODS/CONSIGNMENT...	125.00	131.25
(940)	DELIVERY SERVICES...	100.00	105.00
(950)	DELIVERY SERVICES - PER EACH VEHICLE...	20.00	21.00
(960)	DIALYSIS CENTERS...	200.00	210.00
(970)	DISC JOCKEY (SEE ENTERTAINMENT)...	100.00	105.00
(980)	DRESSMAKING AND ALTERATIONS...	100.00	105.00
(990)	DRY CLEANING PLANT...	100.00	105.00
(1000)	DRY CLEANING PLANY PICKUP STATION...	100.00	105.00

E

(1010)	ELECTRIC LIGHT AND POWER COMPANIES...	500.00	525.00
(1020)	EMPLOYMENT AGENCIES...	125.00	131.25
(1030)	ENTERTAINMENT - MOBILE (CLOWN, MAGICIAN ETC)...	100.00	105.00
(1040)	ESCORT SERVICE...	300.00	315.00
(1050)	EXPRESS COMPANIES - INTRASTATE BUSINESS ONLY...	225.00	236.25
(1060)	EXTERMINATORS	25.00	26.25

F

(1070)	FINANCIAL INSTITUTIONS - BANKS AND TRUST COMPANIES...	250.00	262.50
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(1080) FINANCIAL INSTITUTIONS - BUILDING AND LOAN ASSOC...	250.00	262.50
(1090) FINANCIAL INSTITUTIONS - MONEY LENDERS EXCEPT BANKS..	250.00	262.50
(1100) FINANCIAL INSTITUTIONS - MORTGAGE LOAN COMPANY...	200.00	210.00
(1110) FINANCIAL INSTUTIONS - PERSONAL FINANCE CO...	250.00	262.50
(1120) FIRE EXTINGUISHER SERVICES...	125.00	131.25
(1130) FLEA MARKET...	1,500.00	1575.00
(1140) FLORIST...	100.00	105.00
(1150) FUNERAL HOME...	250.00	262.50
(1160) FUNITURE REFINISHERS...	100.00	105.00

G

(1170) GAS COMPANIES - SELLING BOTTLED GAS...	100.00	105.00
(1180) GAS COMPANIES SELLING THRU PIPELINE...	400.00	420.00
(1190) GOLF COURSE...	400.00	420.00
(1200) GOLF-DRIVING RANGES/MINIATURE GOLF...	120.00	126.00
(1210) GRAVEL, SAND, SOD, DIRT, SALES...	100.00	105.00

H

(1220) HALLS FOR HIRE...	150.00	157.50
(1230) HEALTH CLUBS	125.00	131.25
(1240) HOME HEALTH CARE SERVICES...	100.00	105.00
(1250) HOSPITALS UP TO 50 BEDS...	375.00	393.00
(1260) HOSPITALS - EACH BED OVER 50...	5.00	5.25

(1270) HOTELS, LODGING HOUSES AND MOTELS - PERROOM...	4.00	4.20
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(1280) ICE CREAM VENDORS...	100.00	105.00
(1290) ICE CREAM VENDORS-EACH ADDITIONAL VEHICLE...	20.00	21.00
(1300) IMPORT AND/OR EXPORT COMPANY...	125.00	131.25
(1310) INSTRUCTIONAL CLASSES...	125.00	131.25
(1320) INSURANCE ADJUSTER-EACH...	60.00	63.00
(1330) INSURANCE AGENCY OFFICE-LOCATED IN CITY...	125.00	131.25
(1340) INSURANCE AGENCY - EACH...	80.00	84.00
(1350) INSURANCE COMPANIES...	200.00	210.00
(1360) INSURANCE - TITLE (WITH AN OFFICE)...	125.00	131.25
(1370) INTERIOR DECORATORS...	120.00	126.00

J

(1380) JANITORIAL...	125.00	131.25
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L

(1390) LABOR UNION ORGANIZATIONS...	250.00	262.50
(1400) LANDSCAPING/GARDENING...	125.00	131.25
(1420) LAUNDROMAT - EACH MACHINE...	5.00	5.25
(1430) LAWN MAINTENANCE...	125.00	131.25
(1440) LAWN MAINTENANCE-EACH ADDITIONAL VEHICLE OR TRUCK	20.00	21.00

(1450) LEASING - EQUIPMENT TRUCKS, TRACTORS...	200.00	210.00
(1460) LEASING - FURNITURE, TOOLS, ELECTRONICS, EQUIPMENT...	200.00	210.00
(1470) LIMOUSINE SERVICE...	200.00	210.00
(1480) LIMOUSINE SERVICE - PER EACH ADDITIONAL LIMOUSINE...	20.00	21.00
(1490) LOCKSMITHS...	125.00	131.25

M

(1500) MACHINE SHOPS...	150.00	157.50
(1510) MAIL ORDER BUSINESSES...	125.00	131.25
(1520) MAINTENANCE COMPANIES...	125.00	131.25
(1530) MANUFACTURE & MANUFACTURING 1 - 10 PEOPLE...	100.00	105.00
(1540) MANUFACTURE & MANUFACTURING 11-25 PEOPLE...	150.00	157.50
(1550) MANUFACTURE & MANUFACTURING OVER 25 PEOPLE...	200.00	210.00
(1560) MANUFACTURE & MANUFACTURING -EA TRUCK IF TRANSPORTING	50.00	52.50
(1570) MARBLE AND GRANITE WORKS...	100.00	105.00
(1580) MASSAGE SALONS...	125.00	131.25
(1590) MEDICAL CLINICS...	200.00	210.00
(1600) MEDICAL/DENTAL LABS...	200.00	210.00
(1610) MERCHANTS, RETAIL	200.00	210.00
PLUS PER \$1,000 OR FRACTION INVENTORY (MAX - \$6,000)	13.00	13.65
(1620) MERCHANTS WHOLESALE	150.00	157.50
PLUS PER EA \$1,000 OR FRACTION INVENTORY (MAX - \$90,000)	0.75	0.78
(1650) MESSENGER SERVICE...	60.00	63.00
(1660) MESSENGER SERVICE-EACH VEHICLE...	20.00	21.00
(1670) MICRO FILM STORAGE...	150.00	157.50
(1680) MOBILE HOME PARK...	300.00	315.00

(1690) MOBILE HOME SALES...	150.00	157.50
(1700) MONUMENTS AND TOMBSTONES...	100.00	105.00
(1710) MOTION PICTURE THEATRE 500-1,000 SEATS...	375.00	393.75
(1720) MOTION PICTURE THEATRE <u>MORE THAN</u> 1000 SEATS...	450.00	472.50
(1740) MOTION PICTURE THEATRE - CANDY AND POPCORN CONCESSION	40.00	42.00
(1750) MOVING COMPANY W/STORAGE...	150.00	157.50
(1760) MUSIC/RECORDING STUDIO...	120.00	126.00

N

(1770) NEWSPAPER PUBLISHERS BUREAU AGENCY...	125.00	131.25
(1780) NEWSPAPER PUBLISHERS DAILY...	200.00	210.00
(1790) NEWSPAPER PUBLISHERS NEWSSTANDS-VENDING MACHINE	10.00	10.50
(1800) NEWSPAPERS PUBLISHED WKLY, SEMI-MONTH OR MONTHLY	120.00	126.00
(1810) NEWSSTANDS	50.00	52.50
(1820) NIGHT CLUB...	400.00	420.00
(1830) NURSERIES TREES/PLANTS...	100.00	105.00

P

(1840) PACKERS OR SHIPPERS...	100.00	105.00
(1850) PACKING HOUSES...	80.00	84.00
(1860) PARCEL DROP SERVICE...	100.00	105.00
(1870) PARCEL/MESSENGER DELIVER...	60.00	63.00
(1880) PARCEL MESSENGER DELIVER PER VEHICLE...	10.00	10.50
(1890) PARKING LOTS 1 TO 25 CARS...	100.00	105.00
(1900) PARKING LOTS OVER 26 CARS...	125.00	131.25

(1910) PAWNBROKERS...	400.00	420.00
(1920) PEDDLERS- STREET VENDORS...	100.00	105.00
(1930) PHOTO LAB...	125.00	131.25
(1940) PHOTOGRAPHERS...	100.00	105.00
(1950) PHOTOGRAPHERS STUDIO - ACCESSORY USE...	125.00	131.25
(1960) PHOTOGRAPHY STUDIOS...	100.00	105.00
(1970) PIANO TUNERS...	40.00	42.00
(1980) PRINTING...	125.00	131.25
(1990) PRIVATE SCHOOLS LESS THAN 50 PUPILS...	100.00	105.00
(2000) PRIVATE SCHOOLS MORE THAN 50 PUPILS...	150.00	157.50
(2010) PRODUCTION STUDIO...	150.00	157.50
(2020) PROFESSIONALS - EACH...	120.00	126.00
(2030) PROMOTERS...	250.00	262.50

R

(2040) REAL ESTATE BROKER WITH NO AGENTS...	120.00	126.00
(2041) REAL ESTATE BROKER WITH 2-4 AGENTS...	175.00	183.75
(2042) REAL ESTATE BROKER WITH 5-25 AGENTS...	225.00	236.25
(2043) REAL ESTATE BROKE WITH 26-60 AGENTS...	325.00	341.25
(2044) REAL ESTATE BROKER WITH OVER 60 AGENTS...	525.00	551.25
(2050) REAL ESTATE PROPERTY MGMT...	125.00	131.25
(2060) OPEN		
(2070) RENTAL CLOTHING/UNIFORMS...	125.00	131.25
(2080) RENTAL FURNITURE, TOOLS, ELECTRONICS, EQUIPMENT...	125.00	131.25
(2090) REPAIR WATCH AND JEWELRY...	100.00	105.00

(2100) REPAIR- APPLIANCES AND ELECTRONICS...	100.00	105.00
(2110) REPAIR - AUTOMOTIVE...	125.00	131.25
(2120) REPAIR- BUSINESS MACHINES...	100.00	105.00
(2130) REPAIR- HEAVY EQUIPMENT...	125.00	131.25
(2140) REPAIR - MISCELLANEOUS...	100.00	105.00
(2150) REPRODUCTION - XEROX PHOTOCOPY...	100.00	105.00
(2160) RESEARCH LABORATORIES...	150.00	157.50
(2170) RESTAURANTS 0 TO 25 SEATS...	100.00	105.00
(2180) RESTAURANTS 26 TO 100 PERSONS...	200.00	210.00
(2190) RESTAURANTS 101 OR MORE...	300.00	315.00
(2200) RESTAURANTS DRIVE IN...	100.00	105.00
(2210) RETIREMENT ADULT LIVING 1 TO 25 BEDS...	150.00	157.50
(2220) RETIREMENT ADULT LIVING OVER 26 BEDS...	300.00	315.00
(2230) RINKS - SAKTING, ROLLER...	200.00	210.00

S

(2240) SALES OFFICE NO STOCK...	100.00	105.00
(2250) SALESPERSON...	100.00	105.00
(2260) SANITATION PER TRUCK...	100.00	105.00
(2270) SECRETARIAL SERVICE...	150.00	157.50
(2280) SECURITY COMPANIES...	125.00	131.25
(2290) SEPTIC TANK CLEANING...	150.00	157.50
(2300) SERVICE STATIONS/FUEL BASE...	100.00	105.00

(2310) SERVICE STATIONS/FUEL-EACH ADDITIONAL PUMP...	5.00	5.25
(2320) SIGN SHOPS...	125.00	131.25
(2330) SNACK BARS AS ACCESSORY USE...	60.00	63.00
(2340) STORAGE 1 - 50 UNITS FOR RENT...	150.00	157.50
(2350) STORAGE 51 - OVER UNITS FOR RENT...	300.00	315.00
(2360) STORAGE WAREHOUSE...	120.00	126.00
(2370) STORAGE-BLASTING MATERIALS...	2,000.00	2100.00
(2380) SWIMMING POOL MAINTENANCE...	125.00	131.25
(2390) SWIMMING POOL MAINTENANCE-EACH TRUCK...	20.00	21.00

T

(2400) TANNING SALONS 1 TO 5 UNITS...	100.00	105.00
(2410) TANNING SALONS (AS ACCESSORY USE)...	50.00	52.50
(2420) TANNING SALONS-EACH ADDITIONAL UNIT OVER 5 UNITS...	10.00	10.50
(2430) TATTOO PARLOR...	150.00	157.50
(2440) TAX PREPARATION SERVICE...	150.00	157.50
(2450) TAXICABS 1 TO 3...	100.00	105.00
(2460) TAXICABS OVER 3 -PER EACH CAB...	20.00	21.00
(2470) TAXIDERMISTS...	60.00	63.00
(2480) TELECOMMUNICATION SERVICES...	100.00	105.00
(2490) TELEMARKETING SALES...	100.00	105.00
(2500) TELEPHONE COMPANIES...	300.00	315.00
(2510) TELEVISION AND RADIO STATION...	200.00	210.00
(2520) TOWING SERVICE (WRECKING, HAULING, SALVAGE)...	80.00	84.00
(2530) TRANSPORTATION PRIVATE SCHOOL - EACH VEHICLE...	50.00	52.50

(2540) TRAVEL AGENCY...	125.00	131.25
(2550) TRUCKING OR TRANSPORT CO...	150.00	157.50
(2560) TRUCKING OR TRANSPORT CO-PER EACH TRUCK	40.00	42.00
(2570) TRUCK/TRAILER RENTAL OR LEASING...	150.00	157.50
(2580) TRUCK/TRAILER RENTAL OR LEASING-EACH VEHICLE...	20.00	21.00

U

(2590) UNCLASSIFIED...	120.00	126.00
(2600) UNIFORM SERVICE (TOWEL, LINEN, DIAPER)...	125.00	131.25
(2610) UPHOLSTERER...	100.00	105.00

V

(2620) VEHICLE LEASING CO...	150.00	157.50
(2630) VEHICLE SHOWROOM-NEW VEHICLES...	150.00	157.50
(2640) VEHICLE SHOWROOM - USED VEHICLES...	200.00	210.00
(2650) VEHICLE UPHOLSTERY/TOP SHOP...	125.00	131.25
(2660) VEHICLES WINDOW TINTING...	125.00	131.25
(2670) VENDING DISTRIBUTOR...	125.00	131.25
(2680) VENDING-EACH MACHINE AS ACCESSORY USE...	30.00	31.50

W

(2690) WINDOW AND HOUSE CLEANING...	80.00	84.00
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**CITY OF WEST PARK
INTER-OFFICE MEMORANDUM**

Agenda #: 10 A(ii)

To: City Commission **Date:** May 4, 2016
Through: W. Ajibola Balogun, City Manager
Re: **Upcoming Minor Upgrades and Improvements to Mary Saunders
and McTyre Parks.**

With our continued effort to improve and upgrade our parks annually, we are planning the following upgrades and installations within the coming weeks;

Mary Saunders Park:

- Installation of lightning detector
- Painting of structures at the park
- Interior building rehabilitation
- Installation of Park Rules signs

McTyre Park:

- Painting of facilities
- Installation of Park Rules signs

Attached is a picture of the lightning detector that is proposed for Mary Saunders and a draft upgraded signage that we plan to install at both parks. For the most part, the rules listed on the proposed sign are consistent with current policy, but we are open to suggestions or modifications. It's our intent to finalize the sign and install within the next couple of weeks, so please forward your suggestions as soon as possible.

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

END OF MEMORANDUM



29/04/2016 10:28 AM



29/04/2016 10:27 AM

Mc Tyre Park

3501 Dr. Martin Luther King, Jr. Blvd / SW 56 Avenue





CITY OF WEST PARK

THIS PARK IS SHARED PUBLIC SPACE FOR YOUR ENJOYMENT AND RECREATION. PLEASE BE COURTEOUS AND RESPECTFUL TO OTHERS AND PLEASE KEEP THE PARK CLEAN.

HOURS OF OPERATION:
MON. - FRI. 8:00 AM TO 8:00 PM - SAT. & SUN. 8:00 AM TO 6:00 PM
EXCEPT FOR A PERMITTED EVENT

PARK RULES:

- ❖ No Motorized Vehicles (Except Authorized Vehicles)
- ❖ No Animals Of Any Kind (Except Licensed Service Animals)
- ❖ No Drugs, Tobacco, Or Smoking Of Any Kind
- ❖ No Littering, Food, Gum, Candy, Vandalism, Graffiti, Tagging, Or Stickers
- ❖ No Alcoholic Beverages Or Glass Containers Of Any Kind
- ❖ No Fireworks, Explosives Or Weapons Of Any Kind
- ❖ No Disorderly Conduct, Fighting, Or Foul Language
- ❖ No Loitering Or Trespassing Onto The Premises While Park Not Open To Public
- ❖ No Drones, Unless Permitted By The City As Part Of Commercial Filming

PLAYGROUND RULES:

- ❖ Adults Are Only Allowed When Caring For Children 5 Years Old Or Younger
- ❖ Youth Over The Age Of 14 Are Not Allowed
- ❖ Children Must Wear Shirts And Shoes At All Times
- ❖ No Littering, Food, Gum, Candy, Vandalism, Graffiti, Tagging, Or Stickers
- ❖ No Disorderly Conduct, Fighting, Horseplay, Or Foul Language
- ❖ No Bicycles, Roller Skates, Scooters, Skateboards, Hover Boards Or Motorized Bikes

PERMIT REQUIRED FOR:

- ❖ Amplified Sound Or Music Performances And Rallying
- ❖ Engaging In Any Commercial Activity
- ❖ Barbequing, Open Fires And Grilling
- ❖ Event Stages Or Raised Platforms
- ❖ Commercial Filming Or Photography
- ❖ Organized Or Unorganized Tournaments And Competitions
- ❖ Bounce Houses, Obstacle Courses, Rock Climbing Walls, Etc.
- ❖ Parties, Organized Events, Gatherings Or Group Activities

For more information please contact Parks and Recreation at 954-985-1990 or visit our website at:
www.cityofwestpark.org

Report any violations to rules above or property damage to the Parks and Recreation Department.
For Emergencies please contact 911.
All Rules Pursuant to City Code.





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

Agenda #: 10A(v)

To: City Commission

Date: May 4, 2016

Through: W. Ajibola Balogun, City Manager

Re: **Scheduling One-On-One Meeting for FY15 Audit Review.**

Our Finance Director has been working with our auditors to complete the audit by the end of May. As we do every year, we are planning to schedule the one-on-one meetings with the Commission and the auditors for the week of May 23, 2016. To assist with scheduling the meetings, we plan to send you the alternative dates and times, so that you can select your preferred date. However, if you prefer you may forward your available dates and times during the week of May 23, 2016.

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

END OF MEMORANDUM



THE CITY OF WEST PARK

INVITES YOU TO JOIN US FOR A

DIVAS IN DENIM

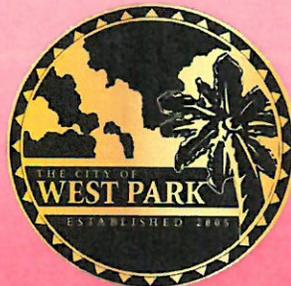
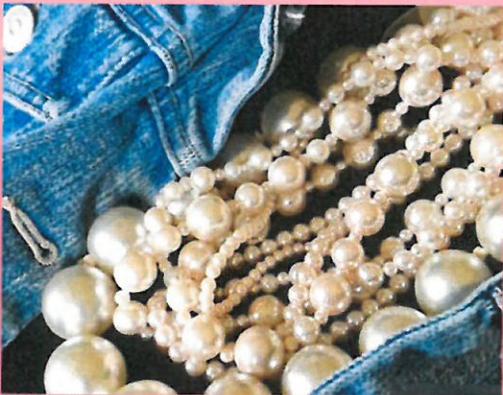
Mother's Day Celebration

WHEN: Saturday, May 7, 2016

TIME: 10:00 am

PLACE: McTyre Park

3501 SW 56 Avenue, West Park, FL 33023



FREE EVENT!



Brunch



Raffles



Performances



Hat Contest

For more information please call Parks and Recreation at: 954-985-1990



THE CITY OF WEST PARK

IN PARTNERSHIP WITH

FEEDING SOUTH FLORIDA

INVITES RESIDENTS TO OUR MONTHLY
FREE FRESH PRODUCE AND/OR DRY, SHELF STABLE
FOOD AND BEVERAGE GIVEAWAYS!



FIRST COME, FIRST SERVED, WHILE SUPPLIES LAST!
DISTRIBUTION SCHEDULE

DATE	TIME	LOCATION
Thursday May 26, 2016	1:00 pm	City Hall Front Lawn 1965 South State Road 7, West Park
Saturday June 25, 2016	10:00 am	Mary Saunders Park 4750 SW 21 Street, West Park
Saturday July 16, 2016	10:00 am	McTyre Park 3501 SW 56 Avenue, West Park

For more information, please call the City of West Park at 954.989.2688.
www.cityofwestpark.org