



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, OCTOBER 19, 2016
7:00 P.M.



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

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

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

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

1. CALL TO ORDER

2. ROLL CALL

3. INVOCATION

4. PLEDGE OF ALLEGIANCE

5. PRESENTATIONS

1. **Proclamation:** *National Domestic Violence Awareness Month 2016*

6. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE COMMISSION

7. APPROVAL OF MINUTES

1. September 7, 2016 - First Budget Public Hearing
2. September 7, 2016 – Regular Commission Meeting

8. RESOLUTIONS – CONSENT ITEMS

1. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WEST PARK, FLORIDA, APPOINTING (1) MEMBER TO THE BEAUTIFICATION ADVISORY COMMITTEE; PROVIDING FOR AN EFFECTIVE DATE
Resolution 2016-105
2. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WEST PARK, FLORIDA, REAPPOINTING EDDIE H. ZEIGLER TO THE BEAUTIFICATION ADVISORY COMMITTEE; PROVIDING FOR AN EFFECTIVE DATE
Resolution 2016-106
3. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WEST PARK, FLORIDA, AUTHORIZING THE MAYOR AND THE CITY ADMINISTRATOR TO EXECUTE THE ATTACHED AGREEMENT BETWEEN THE CITY OF WEST PARK AND FLORIDA DEPARTMENT

OF ENVIRONMENTAL PROTECTION (DEP) FOR FUNDING AND ADMINISTRATION OF THE WEST PARK STORMWATER UPGRADES PROJECT; PROVIDING FOR AN EFFECTIVE DATE.

Resolution 2016-107

9. **RESOLUTIONS: NON CONSENT ITEMS: PUBLIC HEARING**

1. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WEST PARK, FLORIDA, AUTHORIZING THE CITY ADMINISTRATOR TO SUBMIT A 2016-2017 GRANT APPLICATION TO THE STATE OF FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP) FOR MARY SAUNDERS PARK REHABILITATION PROJECT; PROVIDING FOR AN EFFECTIVE DATE

Resolution 2016-108

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

A. Updates / Status

- i. Update on Disaster Declaration Preparation and Recovery Activities for Hurricane Matthew
- ii. Update on Cultural Facilities Grant Application Presentation to Department of State
- iii. Update on Activities Regarding Surtax Referendum
- iv. Holiday Schedule
- v. Free Fresh Produce Distribution – Saturday, October 22, 2016
- vi. Upcoming Holiday Events: *Halloween Spooktacular, Thanksgiving Feed The Needy Feast, and Holiday Toy Giveaway*

B. Monthly Budget Report: September, 2016 – Christopher Wallace, Finance Director

11. **NEW BUSINESS**

12. **FUTURE AGENDA ITEMS**

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

14. **ADJOURNMENT**

RULES OF PROCEDURE

WHO MAY SPEAK

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

SPEAKING ON ITEMS ON THE AGENDA

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

SPEAKING ON SUBJECTS NOT ON THE AGENDA

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

ADDRESSING THE COMMISSION, MANNER & TIME

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

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

APPEALS

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

DECORUM

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

CONTACT INFORMATION

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

AMERICANS WITH DISABILITY ACT

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

**THE CITY OF WEST PARK
FIRST BUDGET PUBLIC HEARING MINUTES
SEPTEMBER 7, 2016
6:00 p.m.**

1. CALL TO ORDER

The **First Budget Public Hearing** of the City of West Park was held in the Commission Chamber, 1965 South State Road 7, West Park, Florida on **Wednesday, September 7, 2016**.

Mayor Jones called the meeting to order at 6:00 p.m.

2. ROLL CALL

The city clerk called the roll. The following were present: Mayor 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; Carol Aubrun, Programs and Services Manager; Wiener Chalvire, Permit and Account Analyst; Debon Campbell, Intergovernmental Liaison; Dan Millien, Public Works Superintendent; Maritza Prebal, Supervisor of Administrative Services; Gia Lagana, Administrative Assistant; and Alexandra Grant, City Clerk.

3. INVOCATION

Mayor Jones led the invocation.

4. PLEDGE OF ALLEGIANCE

Mayor Jones led the Pledge of Allegiance.

5. BUDGET PRESENTATION – W. Ajibola Balogun, City Manager

Mr. Balogun gave a PowerPoint presentation summarizing the proposed FY 2016-2017 Operating Budget.

Commissioner Johnson requested clarification on portions of the proposed budget. Mr. Balogun provided responses accordingly.

Vice Mayor Mack thanked Mr. Balogun for providing the proposed budget earlier for review.

Mayor Jones thanked Mr. Balogun for the work done on the proposed budget.

6. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE COMMISSION

Mayor Jones opened the public comments portion of the meeting.

As no one spoke, Mayor Jones closed the public comments portion of the meeting.

7. RESOLUTIONS – PUBLIC HEARING

The City Clerk read the following resolution title into the record:

1. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WEST PARK, FLORIDA, ADOPTING A TENTATIVE MILLAGE RATE FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2016, THROUGH SEPTEMBER 30, 2017, PURSUANT TO SECTION 200.065, FLORIDA STATUTES; PROVIDING FOR AN EFFECTIVE DATE
Resolution 2016-87

A motion was made by Commissioner Dorsett, and seconded by Commissioner Johnson, to approve.

Mayor Jones opened the Public Hearing.

As no one spoke, Mayor Jones closed the Public Hearing.

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

8. ORDINANCES – FIRST READING (PUBLIC HEARING)

The City Clerk read the following ordinance title into the record:

1. AN ORDINANCE OF THE CITY OF WEST PARK, FLORIDA, ADOPTING AN OPERATING BUDGET FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2016, THROUGH SEPTEMBER 30, 2017, PURSUANT TO FLORIDA STATUTES SECTION 200.065 (TRIM BILL) AUTHORIZING EXPENDITURES OF FUNDS ESTABLISHED BY THE BUDGET; AUTHORIZING ENCUMBRANCES; AUTHORIZING ISSUANCE OF CHECKS; PROVIDING FOR GRANTS AND GIFTS; PROVIDING FOR POST AUDIT; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR AN EFFECTIVE DATE
Ordinance 2016-05

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

Mayor Jones opened the Public Hearing.

As no one spoke, Mayor Jones closed the Public Hearing.

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

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

Mr. Christopher Wallace, Finance Director, read a statement advising that the City had approved Resolution 2016-87 setting a tentative millage rate, and that a Public Hearing to adopt the final millage rate and the Operating Budget would be held on Wednesday, September 21, 2016 at 6 p.m. at City Hall.

11. ADJOURNMENT

There being no further business, the public hearing was adjourned at 6:49 p.m.

Respectfully Submitted By:

Alexandra Grant, City Clerk

Approved at the _____ City Commission Meeting

Eric H. Jones, Mayor

**THE CITY OF WEST PARK
CITY COMMISSION MEETING MINUTES
SEPTEMBER 7, 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, September 7, 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 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 Account Analyst; Debon Campbell, Intergovernmental Liaison; Dan Millien, Public Works Superintendent; Matine Jou, Planning Department; Maritza Prebal, Supervisor of Administrative Services; Gia Lagana, Administrative Assistant; and Alexandra Grant, City Clerk.

3. INVOCATION

Mayor Jones led the invocation.

4. PLEDGE OF ALLEGIANCE

Mayor Jones led the Pledge of Allegiance.

5. PRESENTATIONS

1. Presentation: National Blood Cancer Awareness Month

Mayor Jones announced that the City issued a proclamation in recognition of September, 2016 as *National Blood Cancer Awareness Month*.

2. Presentation: National Sickle Cell Awareness Month

Mayor Jones announced that the City issued a proclamation in recognition of September, 2016 as *National Sickle Cell Awareness Month*.

6. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE COMMISSION

Mayor Jones opened the public comments portion of the meeting.

Ms. Karen Goldstein, 3341 SW 35 Street, voiced concern about bulk trash being placed on sidewalks after the scheduled bulk trash collection date. She suggested possibly installing signage in the City to indicate scheduled bulk trash pickup dates per area. Mr. Balogun advised that Staff would look into other

Ms. Shirley Johnson, 5511 SW 18 Street, voiced concern about an incident involving an impact between a BSO deputy vehicle and her vehicle.

Mayor Jones requested that Chief Brooks of the police department address this.

Chief Brooks stated that the accident was still under investigation and advised there were some discrepancies in the accounts of the incident. He explained that the protocol involved for a police vehicle involved accident will result in multiple cars coming to the scene. He added that to his knowledge, the resident did not receive a citation for the accident itself, but for having no proof of insurance. Chief Brooks apologized for the multiple police vehicles that responded and said they were responding in the course of doing their job.

Mr. Robert Goetz, of the Pembroke Park/West Park Chamber of Commerce, spoke of new programs in place being offered by the Chamber.

Mayor Jones closed the public comments portion of the meeting.

7. APPROVAL OF MINUTES

1. August 3, 2016 Regular Commission Meeting

A motion was made by Vice Mayor Mack, and seconded by Commissioner Johnson, to approve the August 3, 2016 Regular Meeting Minutes.

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

8. RESOLUTIONS – CONSENT ITEMS

A motion was made by Commissioner Judeikis, and seconded by Commissioner Johnson, 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 2016-88:** A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WEST PARK, FLORIDA, REAPPOINTING KATRINA TOUCHSTONE TO THE EDUCATION ADVISORY COMMITTEE; PROVIDING FOR AN EFFECTIVE DATE
2. **ADOPTED RESOLUTION 2016-89:** A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WEST PARK, FLORIDA RESCINDING RESOLUTION 2016-04; EXPRESSING SUPPORT FOR THE ATTACHED CONCEPTUAL DESIGN RELATING TO THE SW 48th AVENUE STREETScape IMPROVEMENT PROJECT IN PARTNERSHIP WITH THE TOWN OF PEMBROKE PARK, BROWARD METROPOLITAN PLANNING

ORGANIZATION (BROWARD MPO) AND THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT); PROVIDING FOR AN EFFECTIVE DATE

3. **ADOPTED RESOLUTION 2016-90:** A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WEST PARK, FLORIDA, AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE THE ATTACHED AGREEMENT BETWEEN THE CITY OF WEST PARK AND FLORIDA SELECT SOCCER ACADEMY, INC. FOR USAGE OF CITY PARK RECREATIONAL FACILITIES; PROVIDING FOR AN EFFECTIVE DATE
4. **ADOPTED RESOLUTION 2016-91:** A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WEST PARK, FLORIDA, REAPPOINTING NENA FLOYD TO THE BUSINESS ADVISORY COMMITTEE; PROVIDING FOR AN EFFECTIVE DATE
5. **ADOPTED RESOLUTION 2016-92:** A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WEST PARK, FLORIDA, AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE THE ATTACHED AGREEMENT BETWEEN THE CITY OF WEST PARK AND FEEDING SOUTH FLORIDA, INC.; PROVIDING FOR AN EFFECTIVE DATE
6. **ADOPTED RESOLUTION 2016-93:** A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WEST PARK, FLORIDA, AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE THE ATTACHED AGREEMENT BETWEEN THE CITY OF WEST PARK AND THE CHILDREN'S SERVICES COUNCIL OF BROWARD COUNTY FOR FUNDING OF THE CITY'S JUVENILE CRIME PREVENTION PROGRAM; PROVIDING FOR AN EFFECTIVE DATE

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

1. **Status/Updates:**

Mr. Jerrick Leonard, Legislative Aide for State Representative Shevrin Jones, announced that Representative Jones had put the community tour on hold and was organizing a roundtable discussion for elected officials and Broward Sheriff's Office personnel to be held at a future date. He added that Representative Jones would convene another community meeting on Saturday, September 10, 2016 at 11:00 a.m. at City Hall.

i. **Update on Concerns from Residents during the last Commission Meeting**

Mr. Balogun deferred to Staff.

Mr. Debon Campbell gave a brief update on Staff's responses to concerns and complaints voiced by residents at the last Commission Meeting.

Mr. Balogun said Staff would pursue the option of installing a ceremonial brick on SW 56 Avenue/Dr. Martin Luther King, Jr. Boulevard in an effort to honor Ms. Brayboy's father, a pioneer of the City.

Commissioner Johnson stated that the Commission should consider any precedent that might be set with regard to residents' street naming requests. Mr. Balogun clarified that Staff explained the City's street naming policy and process and Ms. Brayboy had chosen the second option of a commemorative brick instead.

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

ii. Response from Florida Department of State Regarding the City's 2018 Cultural Facilities Grant Application

Mr. Balogun advised that the City had received a response from the State regarding its application for the Cultural Facilities Grant. He stated that the City's application has been moved to the next phase; however the State had some follow up requests. He explained that the State was requesting a resolution that either stated the City would provide a 2:1 match (of \$1 million) or reduce the application funding request to \$250,000 and keep the current resolution. He stated that in order to meet this requirement he recommended amending the resolution to state the City would change its match from \$0.5 million to \$1 million. Additionally, he advised that the State requested that the City renew its lease with the Miami-Dade School Board for McTyre Park. He said Staff secured a draft agreement that the County prepared for the School Board to consider, and settled for an extension of the lease to 2050, which would help the City meet the October deadline to continue submittal to the State. He advised that the County Administrator would place this item on its September 20 Agenda or provide a letter to the City in support of the lease extension to 2050. Mr. Balogun recommended that at the next meeting the Commission consider a resolution agreeing to match the grant funds 2:1 by changing the resolution from a \$0.5 million match to a \$1 million match. He added that due to the application panel interview, he was requesting a resolution to cancel the October 5, 2016 Commission Agenda so he could attend the interview in Orlando as he did not anticipate any time sensitive items scheduled for that Agenda.

Commissioner Johnson asked what would happen to the ownership and structures on the McTyre Park property if the School Board chose not to extend the lease. Mr. Balogun said there was an understanding that the property would always remain a park. He said he hoped that since the City has maintained the property, there will be a drive to continue maintaining the site as a park in 2050. Mr. Balogun spoke of the history of previous efforts several years ago to

acquire the entire park. He said if there were no objections, he would bring a resolution at the next meeting canceling the October 5, 2016 Commission Meeting.

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

iii. Funding Request Submitted to Vice Mayor Barbara Sharief for Park Development

Mr. Balogun indicated that in response to Broward County Vice Mayor Barbara Sharief, Staff submitted a funding request to the County for the development of Water Tower Park, for \$300,000.00.

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

iv. Update on Proposed Transportation and Infrastructure Surtax Items

Mr. Balogun advised that Broward Metropolitan Planning Organization was engaging all Broward municipalities to educate the public in regards to the proposed Transportation and Infrastructure Surtax ballot item.

Mr. Debon Campbell gave a brief report on Staff's attendance at the public education outreach meeting and advised that the educational materials in the agenda packet would be posted on the City's website and at City Hall.

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

v. Broward School's Superintendent's Call To Action Inaugural Attendance Symposium

Mr. Balogun indicated that a copy of the Broward School's *Superintendents Call to Action Attendance Symposium* was included in the agenda packet and asked whether the Commission would like Staff to present this information to the Education Advisory Committee.

Vice Mayor Mack stated she wished to attend the Symposium.

Commissioner Johnson commended the Superintendent of Broward County Schools for this effort.

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

vi. Phase 1 Report - Assessment of Broward County's E911 Consolidated Communications Systems

Mr. Balogun indicated that a report on the County's E911 Consolidated Communications System was included in the agenda packet. He said the system was working and met national standards.

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

vii. Discussion Regarding Broward Sheriff's Office's Fire Rescue / EMS Health Insurance Line Item

Mr. Balogun said he was requesting direction from the Commission on a portion of the proposed budget concerning the following two items:

1. The Fire Rescue life and health insurance line item which increased from 9% to 16.44%. He said the City's contract with BSO did not contemplate this increase and he did not wish to set a precedent by approving it.
2. The projected EMS vehicle repair and maintenance costs remained the same despite having a brand new EMS truck for a few months.

Mr. Balogun said he brought these points to the Commission for consideration and that he would await their direction before the next hearing.

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

10. NEW BUSINESS

11. FUTURE AGENDA ITEMS

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

Vice Mayor Mack asked whether Staff had a response concerning her previous question about the wattage of street lights. Mr. Balogun advised that Mr. Millien, Public Works Superintendent, was still working on this.

13. ADJOURNMENT

There being no further business to come before this Body, the meeting adjourned at 8:01 p.m.

Respectfully Submitted By:

Alexandra Grant, City Clerk

Approved at the _____ City Commission Meeting

Eric H. Jones, Mayor

RESOLUTION NO. 2016-105

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WEST PARK, FLORIDA, APPOINTING (1) MEMBER TO THE BEAUTIFICATION ADVISORY COMMITTEE; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on November 7, 2007 the City Commission of the City of West Park ("City Commission") adopted Resolution 2007-67, which established a Beautification Advisory Committee; and

WHEREAS, on March 19, 2008, the City Commission adopted Resolution 2008-18, which appointed members to the Beautification Advisory Committee; and

WHEREAS, due to the resignation of one (1) appointed member, it is necessary for the City Commission to appoint one (1) member to the Beautification Advisory Committee in accordance with Resolution 2007-67.

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. Appointment to the Beautification Advisory Committee. The City Commission of the City of West Park hereby appoints the following individual to serve on the Beautification Advisory Committee:

Mardie Holloway for a nine (9) month term (Appointed by Commissioner Judeikis)

Section 3. Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED and ADOPTED this 19th day of October 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. 2016-106

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WEST PARK, FLORIDA, REAPPOINTING EDDIE H. ZEIGLER TO THE BEAUTIFICATION ADVISORY COMMITTEE; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, on November 7, 2007 the City Commission of the City of West Park ("City Commission") adopted Resolution 2007-67, which established a Beautification Advisory Committee; and

WHEREAS, on March 19, 2008, the City Commission adopted Resolution 2008-18, which appointed members to the Beautification Advisory Committee; and

WHEREAS, due to the expiration of a term of an appointed member, it is necessary for the City Commission to appoint one (1) member to the Beautification Advisory Committee in accordance with Resolution 2007-67.

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. Reappointment of Member. The City Commission of the City of West Park hereby reappoints the following member to serve on the Beautification Advisory Committee:

(1) Eddie H. Zeigler (Reappointed by Commissioner Brian Johnson) for a term of one (1) year.

Section 3. Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED and ADOPTED this 19th day of October 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. 2016-107

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WEST PARK, FLORIDA, AUTHORIZING THE MAYOR AND THE CITY ADMINISTRATOR TO EXECUTE THE ATTACHED AGREEMENT BETWEEN THE CITY OF WEST PARK AND FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (DEP) FOR FUNDING AND ADMINISTRATION OF THE WEST PARK STORMWATER UPGRADES PROJECT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of West Park ("City Commission") and the Florida Department of Environmental Protection ("DEP") desire to enter into an agreement for the provision of stormwater upgrades within the City of West Park ("City"); and

WHEREAS, the project will be located in the three (3) neighborhood areas of SW 40th Avenue, SW 20th Street and 57th Avenue and SW 25th Street, which are all within the City limits; and

WHEREAS, the City has been approved by DEP for grant funding on a cost reimbursement basis in the amount not to exceed Five Hundred Thousand Dollars (\$500,000.00); and

WHEREAS, funding obtained will be used for upgrade of the existing infrastructure in the neighborhood areas of SW 40th Avenue, SW 20th Street and 57th Avenue, and design/permit, only, for SW 25th Street (entire corridor - 1.6 miles), pursuant to the recommendations provided in the Grantee's Stormwater Master Plan; and

WHEREAS, the City Commission desires to authorize the Mayor and the City Administrator to execute the Agreement between the City and DEP for funding and administration of the West Park Stormwater Upgrades Project.

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 Mayor and City Administrator are hereby authorized to execute the Agreement between the City of West Park and the Florida Department of Environmental Protection for funding and administration of the West Park Upgrades Project, in the contract form attached hereto as Exhibit "A", together with such non-material changes as may be acceptable to the City Administrator and approved as to form and legality by the City Attorney.

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

PASSED and ADOPTED this 19th day of October 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)

DEP AGREEMENT NO. LP06223

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

THIS AGREEMENT is entered into pursuant to Section 215.971, Florida Statutes (F.S.), between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 (hereinafter referred to as the "Department") and the CITY OF WEST PARK, whose address is 1965 South State Road 7, West Park, Florida 33023 (hereinafter referred to as "Grantee"), a local government, to provide financial assistance for the West Park Stormwater Upgrades. Collectively, the Department and the Grantee shall be referred to as "Parties" or individually as a "Party".

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

1. TERMS OF AGREEMENT:

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

2. PERIOD OF AGREEMENT:

This Agreement shall begin upon execution by both parties and shall remain in effect until December 31, 2019, inclusive. The Grantee shall be eligible for reimbursement for work performed on or after July 1, 2016 through the expiration date of this Agreement. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

3. FUNDING/CONSIDERATION/INVOICING:

- A. As consideration for the satisfactory completion of services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost reimbursement basis up to a maximum of \$500,000. It is understood that any additional funds necessary for the completion of this project are the responsibility of the Grantee. The parties hereto understand and agree that this Agreement does not require a match on the part of the Grantee.
- B. Prior written approval from the Department's Grant Manager shall be required for changes to this Agreement.
 - i. A Change Order to this Agreement is required when task timelines within the current authorized Agreement period change, and/or when the cumulative transfer of funds between approved budget categories, as defined in Attachment A, are less than ten percent (10%) of the total budget as last approved by the Department. All Change Orders are subject to the mutual agreement of both parties as evidenced in writing.
 - ii. A formal Amendment to this Agreement is required for changes which cause any of the following: an increase or decrease in the Agreement funding amount, a change in the Grantee's match requirements, a change in the expiration date of the Agreement, and/or changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment A, exceeds or is expected to exceed ten percent (10%)

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

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

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

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

negotiated by the Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of the Department Grant Manager's approval of the fixed-price amount, the Grantee may proceed in finalizing the fixed-price subcontract.

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

4. ANNUAL APPROPRIATION:

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

5. REPORTS:

- A. The Grantee shall utilize **Attachment D, Progress Report Form**, to describe the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly reports shall be submitted to the

Department's Grant Manager no later than twenty (20) calendar days following the completion of the quarterly reporting period. It is hereby understood and agreed by the parties that the term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30 and December 31. The Department's Grant Manager shall have thirty (30) calendar days to review the required reports and deliverables submitted by the Grantee.

- B. The Grantee will identify the expected return on investment for this project and provide this information to the Governor's Office of Policy and Budget (OPB) within three months of execution of this Agreement. For each full calendar quarter thereafter, the Grantee will provide quarterly update reports directly to OPB, no later than 20 days after the end of each quarter, documenting the positive return on investment to the state that results from the Grantee's project and its use of funds provided under this Agreement. Quarterly reports will continue until the Grantee is instructed by OPB that no further reports are needed, or until the end of this Agreement, whichever occurs first. All reports shall be submitted electronically to OPB at env.roi@laspbs.state.fl.us, and a copy shall also be submitted to the Department at legislativeaffairs@dep.state.fl.us.

6. RETAINAGE:

Retainage is not required under this Agreement.

7. INDEMNIFICATION:

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

8. DEFAULT/TERMINATION/FORCE MAJEURE:

- A. The Department may terminate this Agreement at any time if any warranty or representation made by Grantee in this Agreement or in its application for funding shall at any time be false or misleading in any respect, or in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.
- B. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar day's written notice. If the Department terminates the Agreement for convenience, the Department shall notify the Grantee of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated. If the Agreement is terminated before performance is completed, the Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated.
- C. If a force majeure occurs that causes delays or the reasonable likelihood of delay in the fulfillment of the requirements of this Agreement, the Grantee shall promptly notify the Department orally. Within seven (7) calendar days, the Grantee shall notify the Department in writing of the anticipated length and cause of the delay, the measures taken or to be taken to minimize the delay and the Grantee's intended timetable for implementation of such measures. If the parties agree that the delay or anticipated delay was caused, or will be caused by a force majeure, the Department may, at its discretion, extend the time for performance under this Agreement for a period of time equal to the delay resulting from the force majeure upon execution of an amendment to this Agreement. Such agreement shall be confirmed by letter from the Department accepting, or if necessary, modifying the extension. A force majeure shall be an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, flood, explosion, failure to receive timely necessary third party approvals through no fault of the Grantee, and any other cause, whether

of the kind specifically enumerated herein or otherwise, that is not reasonably within the control of the Grantee and/or the Department. The Grantee is responsible for the performance of all services issued under this Agreement. Failure to perform by the Grantee's consultant(s) or subcontractor(s) shall not constitute a force majeure event.

9. REMEDIES/FINANCIAL CONSEQUENCES:

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

- A. A CAP shall be submitted within ten (10) calendar days of the date of the letter request from the Department. The CAP shall be sent to the Department Grant Manager for review and approval. Within ten (10) calendar days of receipt of a CAP, the Department shall notify the Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Grantee shall have ten (10) calendar days from receipt of the Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the Department approval of a CAP as specified above shall result in the Department's termination of this Agreement for cause as authorized in this Agreement.
- B. Upon the Department's notice of acceptance of a proposed CAP, the Grantee shall have ten (10) calendar days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the Department does not relieve the Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, the Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by the Department or steps taken by the Grantee shall preclude the Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the Department as requested by the Department Grant Manager.
- C. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by the Department may result in termination of the Agreement.

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

10. RECORD KEEPING/AUDIT:

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

11. **SPECIAL AUDIT REQUIREMENTS:**

- A. In addition to the requirements of the preceding paragraph, the Grantee shall comply with the applicable provisions contained in **Attachment E, Special Audit Requirements**, attached hereto and made a part hereof. **Exhibit 1 to Attachment E** summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment E**. A revised copy of **Exhibit 1** must be provided to the Grantee for each amendment which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of **Exhibit 1**, the Grantee shall notify the Department's Grants Development and Review Manager at (850) 245-2361 to request a copy of the updated information.
- B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in **Attachment E, Exhibit 1** when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

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

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

12. **SUBCONTRACTS:**

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

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

- A. Pursuant to Section 255.0991, F.S., for a competitive solicitation for construction services in which 50 percent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation, a state college, county, municipality, school district, or other political subdivision of the state may not use a local ordinance or regulation that provides a preference based upon:

- i. The contractor's maintaining an office or place of business within a particular local jurisdiction; or
 - ii. The contractor's hiring employees or subcontractors from within a particular local jurisdiction; or
 - iii. The contractor's prior payment of local taxes, assessments, or duties within a particular local jurisdiction.
- B. For any competitive solicitation that meets the criteria in Paragraph A., a state college, county, municipality, school district, or other political subdivision of the state *shall disclose in the solicitation document* that any applicable local ordinance or regulation does not include any preference that is prohibited by Paragraph A.

14. LOBBYING PROHIBITION:

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

15. COMPLIANCE WITH LAW:

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

16. NOTICE:

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

17. CONTACTS:

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

Connie Becker, or Successor	
Florida Department of Environmental Protection	
Division of Water Restoration Assistance	
3900 Commonwealth Blvd., MS# 3570	
Tallahassee, Florida 32399	
Telephone No.:	850-245-2945
E-mail Address:	Connie.L.Becker@dep.state.fl.us

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

Carol Aubrun, or Successor	
City of West Park	
1965 South State Road 7	
West Park, Florida 33023	
Telephone No.:	954-989-2688 Ext. 211
E-mail Address:	caubrun@cityofwestpark.org

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

18. INSURANCE:

- A. Providing and maintaining adequate insurance coverage is a material obligation of the Grantee. This insurance must provide coverage for all claims that may arise from the performance of the work specified under this Agreement, whether such work is performed by the Grantee, any sub-grantee, or Grantee's contractors. Such insurance shall include the State of Florida, the Department, and the State of Florida Board of Trustees of the Internal Improvement Trust Fund, as Additional Insureds for the entire length of the Agreement.
- B. Coverage may be by private insurance or self-insurance. The Grantee shall provide documentation of all required coverage to the Department's Grant Manager *prior to* performance of any work pursuant to this Agreement. All commercial insurance policies shall be with insurers licensed or eligible to do business in the State of Florida. The Grantee's current certificate of insurance shall contain a provision that the insurance will not be canceled for any reason except after thirty (30) calendar days' written notice (with the exception of non-payment of premium, which requires a 10-calendar-day notice) to the Department's Grant Manager. If the Grantee is self-funded for any category of insurance, then the Grantee shall provide documentation that warrants and represents that it is self-funded for said insurance, appropriate and allowable under Florida law, and that such self-insurance offers protection applicable to the Grantee's officers, employees, servants and agents while acting within the scope of their employment with the Grantee for the entire length of the Agreement.
- C. During the life of this Agreement, the Grantee shall secure and maintain insurance coverages as specified below. In addition, the Grantee shall include these requirements in any sub grant or subcontract issued for the performance of the work specified under this Agreement, unless such sub grant or subcontractor employees are covered by the protection afforded by the Grantee.
- i. Workers' Compensation Insurance is required for all employees connected with the work of this project. Any self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide proof of adequate insurance satisfactory to the Department, for the protection of its employees not otherwise protected.
 - ii. Commercial General Liability insurance is required, including bodily injury and property damage. The minimum limits of liability shall be \$200,000 each individual's claim and \$300,000 each occurrence.
 - iii. Commercial Automobile Liability insurance is required, for all claims which may arise from the services and/or operations under this Agreement, whether such services and/or

operations are by the Grantee or any of its contractors. The minimum limits of liability shall be as follows:

\$300,000	Automobile Liability Combined Single Limit for Company-Owned Vehicles, if applicable
\$300,000	Hired and Non-owned Automobile Liability Coverage

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

19. CONFLICT OF INTEREST:

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

20. EQUIPMENT:

The purchase of non-expendable personal property or equipment costing \$1,000 or more purchased for purposes of this Agreement remains the property of the Grantee. Upon satisfactory completion of this Agreement, the Grantee may retain ownership and will require its subcontractor to account for and report on all non-expendable personal property or equipment purchased under its subcontract. Non-expendable personal property or equipment purchased by a subcontractor that meets the parameters set forth in paragraph 3.D. of this Agreement shall be capitalized in accordance with Chapter 69I-72, F.A.C., with property records maintained by the Grantee for audit purposes. The following terms shall apply:

- A. The Grantee and/or its subcontractor shall have use of the non-expendable personal property or equipment for the authorized purposes of the contractual arrangement as long as the required work is being performed.
- B. The Grantee is responsible for the implementation of adequate maintenance procedures to keep the non-expendable personal property or equipment in good operating condition.
- C. The Grantee is responsible for any loss, damage, or theft of, and any loss, damage or injury caused by the use of, non-expendable personal property or equipment purchased with state funds and held in Grantee's possession for use in a contractual arrangement with the Department.

21. UNAUTHORIZED EMPLOYMENT:

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

22. RESERVED

23. DISCRIMINATION:

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

24. LAND ACQUISITION:

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

25. PHYSICAL ACCESS AND INSPECTION:

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

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

26. PUBLIC RECORDS ACCESS:

- A. Grantee shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S. Grantee shall keep and maintain public records required by the Department to perform the services under this Agreement.
- B. This Agreement may be unilaterally canceled by the Department for refusal by the Grantee to either provide to the Department upon request, or to allow inspection and copying of all public records made or received by the Grantee in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.
- C. If Grantee meets the definition of "Contractor" found in Section 119.0701(1)(a), F.S.; [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:
 - i. Pursuant to Section 119.0701, F.S., a request to inspect or copy public records relating to this Agreement for services must be made directly to the Department. If the Department does not possess the requested records, the Department shall immediately notify the Grantee of the request, and the Grantee must provide the records to the Department or allow the records to be inspected or copied within a reasonable time. If Grantee fails to

provide the public records to the Department within a reasonable time, the Grantee may be subject to penalties under s. 119.10, F.S.

- ii. Upon request from the Department's custodian of public records, Grantee shall provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- iii. Grantee shall identify and ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Grantee does not transfer the records to the Department.
- iv. Upon completion of the Agreement, Grantee shall transfer, at no cost to Department, all public records in possession of Grantee or keep and maintain public records required by the Department to perform the services under this Agreement. If the Grantee transfers all public records to the Department upon completion of the Agreement, the Grantee shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Grantee keeps and maintains public records upon completion of the Agreement, the Grantee shall meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to Department, upon request from the Department's custodian of public records, in a format that is accessible by and compatible with the information technology systems of Department.

D. IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 245-2118, by email at ombudsman@dep.state.fl.us, or at the mailing address below:

**Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Blvd, Mail Slot 49
Tallahassee, FL 32399**

27. TERMINATION FALSE CERTIFICATION, SCRUTINIZED COMPANIES, BOYCOTTING:

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

28. EXECUTION IN COUNTERPARTS:

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

29. SEVERABILITY CLAUSE:

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

30. ENTIRE AGREEMENT:

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

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

CITY OF WEST PARK

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
*Signature of Person Authorized to Sign

By: _____
Secretary or designee

Print Name and Title of Authorized Person

Print Name and Title of Authorized Person

Date: _____

Date: _____

Connie Becker, DEP Grant Manager

QC Review by:

FEID No.: 26-0111664

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

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

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

ATTACHMENT A GRANT WORK PLAN

PROJECT TITLE: West Park Stormwater Upgrades

PROJECT LOCATION: The Project will be located in the three (3) neighborhood areas of SW 40th Avenue, SW 20th Street and 57th Avenue, and SW 25th Street, which are located within the City of West Park, in Broward County, Florida. See Figures 1 and 2 for a location map and site plan.

PROJECT BACKGROUND: In November 2007, the City of West Park (Grantee) completed a comprehensive Stormwater Master Plan (SWMP) in order to identify and prioritize flooding areas within the City and to eliminate or reduce this problem. In addition, the City has been providing street sweeping, catch basin and pipe cleaning in order to minimize flooding and provide a clear path for stormwater flow. Drainage improvements in the three (3) neighborhood areas, previously defined, were identified as one of the top priorities in the City.

PROJECT DESCRIPTION: The Grantee will upgrade the existing infrastructure in the neighborhood areas of SW 40th Avenue, SW 20th Street and 57th Avenue, and will design/permit, only, for SW 25th Street (entire corridor – 1.6 miles), to the recommendations provided in the Grantee's Stormwater Master Plan. While subject to final engineering design, the proposed stormwater improvements will consist of design and construction as follows: upgrading existing pipe sizes, replacing failing storm structures and corrugated piping, addressing grading, alleviating overcapacity by redirecting flow, and by removing pipes with negative slopes. Proposed improvements will eliminate flooding for 25-year critical events and reduce 100-year critical event flooding by fifty percent.

TASKS and DELIVERABLES:

Task 1: Design and Permitting

Task Description: The Grantee will complete the design of the entire 1.6-mile corridor of SW 25th Street and obtain all necessary permits for construction of the project.

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

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

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

Task 2: Project Management

Task Description: The Grantee will perform project management, to include field engineering services, construction observation, site meetings with construction contractor and design professionals, and overall project coordination and supervision. If the Grantee contracts these services, the Grantee will procure such services in accordance with state law.

Deliverables: Completed project management activities to date as evidenced by: 1) An electronic copy of the Grantee's executed contract(s) and scope of services for project management submitted to the

Department's Grant Manager provided prior to submitting any invoices for the subcontracted work; 2) interim progress status summaries including summary of inspection(s), representative photos, meeting minutes and field notes, as applicable. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to project management.

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

Payment Request Schedule: Grantee may submit a payment request for cost reimbursement no more frequently than once per month. The deliverables must be submitted 5 days prior to each payment request and may be submitted no more frequently than monthly.

Task 3: Construction

Task Description: The Grantee will construct stormwater upgrades (drainage structures, catch basins, curb and gutter, landscape with irrigation, and roadway resurfacing) in accordance with the final design(s) and required permits for SW 40th Avenue plus SW 20th Street and 57th Avenue, which will be submitted to the Department's Grant Manager upon request.

Deliverable 3a: Construction completed to date as described in this task, as evidenced by these interim deliverables: 1) Signed acceptance of the completed work by the Grantee, 2) Contractor's Application and Certification for Payment, 3) dated color photographs of on-going work representing time period covered in payment request. These interim deliverables must be submitted prior to each payment request and may be submitted no more frequently than quarterly.

Performance Standard: The Department's Grant Manager will review each submitted interim deliverable to verify that that it meets the specifications in the Grant Work Plan and this task description and that work is being performed in accordance with the Grantee's construction contract documents and specifications. Upon review and written acceptance of each quarterly interim deliverables submittal by the Department's Grant Manager, the Grantee may proceed with payment request submittal for costs associated with that quarter submittal period under this task.

Contractor's Application and Certification for Payment should include the following supporting documentation:

1. An itemized summary of the materials, labor, and/or services utilized during the period for which payment is being requested.
2. The summary should identify the nature of the work performed; the amount expended for such work; the name of the person/entity providing the service or performing the work; proof of payment of the invoices; and evidence of all work conducted for which a request for payment is being made.
3. Evidence may include references to any drafts or partially-complete designs, surveys, environmental documents and/or permit applications, drawings, and specifications (which must be made available upon request); and documentation demonstrating partial completion of construction activities.

Deliverable 3b: Stormwater upgrades within the neighborhood areas for drainage structures, catch basins, curb and gutter, landscape with irrigation, and roadway resurfacing constructed as described in this task, as evidenced by these final deliverables: 1) Dated color photographs of the construction site(s) prior to, during, and immediately following completion of the construction task; 2) written verification that the Grantee has received record drawings and any required final inspection report(s) for the project; 3) signed acceptance of the completed work by the Grantee; and 4) signed statement from a Florida Licensed Professional Engineer indicating construction has been completed in accordance with the design.

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

Payment Request Schedule: Grantee may submit a payment request for cost reimbursement no more frequently than once per quarter. The outlined Interim Deliverable(s) and/or Final Deliverable(s) must have been submitted and accepted in writing by the Department’s Grant Manager prior to payment request submittal.

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

Task/ Deliverable No.	Task or Deliverable Title	Task Start Date	Task End Date	Deliverable Due Date/ Frequency
1	Design and Permitting	07/01/2016	06/30/2018	06/30/2018
2	Project Management	07/01/2016	06/30/2018	06/30/2018
3	Construction	07/01/2016	06/30/2018	
3a	Construction – Interim Deliverables			Not more than once per quarter
3b	Construction – Final Deliverables			06/30/2018

BUDGET DETAIL BY TASK:

Task No.	Budget Category	Budget Amount
1	Contractual Services	\$200,000
	Total for Task:	\$200,000
2	Contractual Services	\$60,000
	Total for Task	\$60,000
3	Contractual Services	\$240,000
	Total for Task	\$240,000

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

Category Totals	Grant Funding, Not to Exceed, \$
Contractual Services	\$500,000
Total:	\$500,000

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FIGURE 1:

Location Map

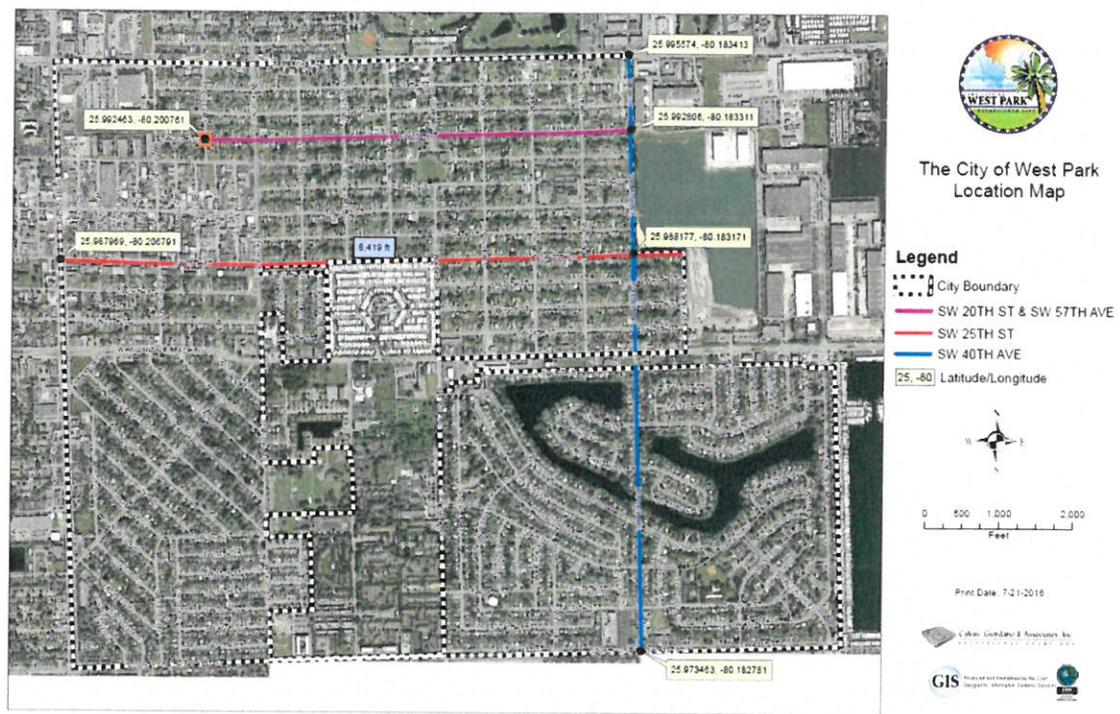


FIGURE 2:

Site Map



**ATTACHMENT B
PAYMENT REQUEST SUMMARY FORM**

Payment Request No. _____ DEP Agreement No. _____ Date _____

Performance Period (Start date - End date): _____

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

Task/Deliverable Number(s): _____ Task Budget Amount: \$ _____ -

Grantee:
(Name & Mailing Address) _____

Grantee Contact:
(Name & Phone) _____

GRANT EXPENDITURES SUMMARY SECTION

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

GRANTEE CERTIFICATION

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

Grantee's Certification of Payment Request

I, _____, on behalf of
(Print name of Grantee's Grant Manager designated in the Agreement)

_____, do hereby certify for
(Print name of Grantee)

DEP Agreement No. _____ and Payment Request No. _____ that:

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

Check all that apply:

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

Professional Service Provider (Name / License No.)	Period of Service (mm/dd/yy – mm/dd/yy)

_____ Grantee's Grant Manager's Signature	_____ Grantee's Fiscal Agent Signature
_____ Print Name	_____ Print Name
_____ Telephone Number	_____ Telephone Number

INSTRUCTIONS FOR COMPLETING PAYMENT REQUEST SUMMARY FORM

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

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

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

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

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

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

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

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

GRANT EXPENDITURES SUMMARY SECTION:

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

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

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

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

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

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

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

REQUEST FOR PAYMENT – PART II

REIMBURSEMENT DETAIL

Grantee Name:						Payment Request No.:		
DEP Agreement No.:								
Vendor Name	Invoice Number	Invoice Date	Invoice Amount (1)	Local Share or Other Funding or Amount Not Requested (2)	Requested Amount (3)	Check Number	Task/Deliverable Number (4)	
				\$ -	\$ -			
				\$ -	\$ -			
				\$ -	\$ -			
				\$ -	\$ -			
				\$ -	\$ -			
				\$ -	\$ -			
				\$ -	\$ -			
				\$ -	\$ -			
				\$ -	\$ -			
				\$ -	\$ -			
				\$ -	\$ -			
				\$ -	\$ -			
				\$ -	\$ -			
Totals:				\$ -	\$ -			

Instructions for Completing Request for Payment - Part II

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

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

Submittal Instructions

Instructions for E-mailing:

The program now accepts reimbursement requests electronically. When scanning please be sure that the minimum scan resolution must be 300 DPI (dots per inch). When reimbursement requests are sent electronically, please do not also send a hard copy by postal mail. You should anticipate a response from program staff within 2 business days.

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

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

Cc: Department's Grant/Project Manager

Subject: Project Number_Disbursement Number: example – LP14025_Disb_1

Attachments:

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

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

ATTACHMENT C

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

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

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

- (1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- (2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.
- (3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.
- (4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.
- (5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.
- (6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

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

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

ATTACHMENT D

PROGRESS REPORT FORM

DEP Agreement No.:	LP06223		
Grantee Name:			
Grantee Address:			
Grantee's Grant Manager:		Telephone No.:	
Reporting Period:			
Project Number and Title:			
<p>Provide the following information for all tasks and deliverables identified in the Grant Work Plan: a summary of project accomplishments for the reporting period; a comparison of actual accomplishments to goals for the period; if goals were not met, provide reasons why; provide an update on the estimated time for completion of the task and an explanation for any anticipated delays and identify by task.</p> <p>NOTE: Use as many pages as necessary to cover all tasks in the Grant Work Plan.</p> <p><u>The following format should be followed:</u></p> <p>Task 1:</p> <p>Progress for this reporting period:</p> <p>Identify any delays or problems encountered:</p>			

This report is submitted in accordance with the reporting requirements of DEP Agreement No. LP06223 and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager

Date

ATTACHMENT E

SPECIAL AUDIT REQUIREMENTS

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

MONITORING

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

AUDITS

PART I: FEDERALLY FUNDED

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

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

PART II: STATE FUNDED

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

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

PART III: OTHER AUDIT REQUIREMENTS

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

PART IV: REPORT SUBMISSION

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

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

By Mail:

Audit Director

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

Electronically:

FDEPSingleAudit@dep.state.fl.us

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

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

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

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

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

By Mail:

Audit Director

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

Electronically:

FDEPSingleAudit@dep.state.fl.us

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

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

By Mail:

Audit Director

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

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

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

Electronically:
FDEPSingleAudit@dep.state.fl.us

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, as revised and 2 CFR Part 200, Subpart F, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of **5** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **3** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

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EXHIBIT - 1

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

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	General Revenue Fund, Line Item 1600A	2016-2017	37.039	Statewide Surface Water Restoration and Wastewater Projects	\$500,000	140047

Total Award					\$500,000	
--------------------	--	--	--	--	------------------	--

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

RESOLUTION NO. 2016-108

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WEST PARK, FLORIDA, AUTHORIZING THE CITY ADMINISTRATOR TO SUBMIT A 2016-2017 GRANT APPLICATION TO THE STATE OF FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP) FOR MARY SAUNDERS PARK REHABILITATION PROJECT; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of West Park ("City") is desirous of renovating Mary Saunders Park located at 4750 SW 21st Street within the City; and

WHEREAS, specifically, the City Commission desires to renovate the basketball courts along with shelter area at Mary Saunders Park with an estimated cost of Fifty Thousand Dollars (\$50,000.00); and

WHEREAS, the City Administrator is requesting authorization from the City Commission to apply for a Florida Recreation Development Assistance Program ("FRDAP") Grant from the State of Florida Department of Environmental Protection for fiscal year 2016-2017 for the aforementioned dollar amount, attached hereto as Exhibit "A"; and

WHEREAS, the grant would require no local matching funds; and

WHEREAS, the purpose of the grant is for funding of the Mary Saunders Park Rehabilitation project; and

WHEREAS, a public hearing will be held on Wednesday, October 19, 2016, and comments and objections of all interested persons will be heard regarding the FRDAP grant application for the Mary Saunders Park Rehabilitation project; and

WHEREAS, the City Commission has determined that the Mary Saunders Park Rehabilitation project would be in the best interests to the residents of the City.

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 City Administrator. The City Commission of the City of West Park hereby authorizes the City Administrator to apply for a 2016-2017 Florida Recreation Development Assistance Program ("FRDAP") Grant from the State of Florida Department of Environmental Protection, for the rehabilitation of Mary Saunders Park. The City Administrator is further authorized to take all necessary and expedient action to effectuate the intent of this Resolution consistent with FRDAP requirements and Exhibit "A" hereto.

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

PASSED and ADOPTED this 19th day of October 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)



Florida Department of Environmental Protection

FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM GRANT APPLICATION PACKAGE

Required Signatures: Adobe Signature

PART I — GENERAL INFORMATION

(DEP USE ONLY)

Received: _____

Postmarked: _____

Application Number: _____

1. APPLICANT INFORMATION

A. Name of Applicant: City of West Park _____

B. Federal Employer Identification Number: ** 260-11-1664
**(This number must be registered at My Florida Market Place with the address the warrant will be forwarded)

C. Population: 14,156 _____

D. Current Operating Budget: \$15,189,884.00
(This is the operating budget for the city, county or special district, and not just the department budget)

E. Contact Person: W. Ajibola Balogun Title: City Manager
(The contact person is someone who will be in direct contact with DEP and be responsible for administering this grant if awarded)

F. Mailing Address: 1965 South State Road 7 _____

City/State: West Park, FL Zip Code: 33023

Telephone: (954) 989-2688 E-mail: abalogun@cityofwestpark.org

FAX: 954-989-2684 _____

I hereby certify that the information provided in this application is true and accurate. I further certify that I possess the authority to apply for this grant on behalf of the applicant.

Signature of City or County Manager/Title
DRP-106 (Effective 06-05-2015)

Date
Page 1 of 28

2. PROJECT INFORMATION

A. Name of Project: Mary Saunders Park Rehabilitation

B. Project Type (Check One): Project cannot be a combination of acquisition and development

Acquisition:

Development:

On land owned by applicant

On land currently under site control by applicant

Date site control expires: _____

Trail Construction:

On land owned by applicant

On land currently under site control by applicant

Date site control expires: _____

Development projects must be under site control (owned by deed, or leased or dedicated for minimum of 30 years from the date of application) by the close of the submission period (October 28, 2016).

- **School board property is ineligible** either by lease or ownership.
- Include a copy of the site control documents (e.g., deed, lease, etc.). **If providing a Quit Claim Deed, please attach a copy of a 30 year title search or title opinion.**

(Tab as Exhibit "N")

C. PROJECT LOCATION:

Street Address: 4750 SW 21st Street

City: West Park County: Broward Zip Code: 33023 -

GIS Coordinates: Latitude: 80 Degrees West Longitude: 25 Degrees North

1. Submit a boundary map of the project area providing a description and sketch of the project area boundaries, display known easements and be legally sufficient to identify the project area. **Aerial photographs are accepted as boundary maps, as long as the boundaries are identified (Visit website for example).**

(Tab as Exhibit "K")

2. Submit color, on-site photographs for **all three copies** of your application, sufficient to depict the physical characteristics of the project area.

(Tab as Exhibit "L")

3. Location map and directions: Submit a detailed road map precisely locating the project site along with clear written driving instructions from the nearest federal or state highway. **NOTE:** Confirm that street names listed are the same as those posted on street signs in the area. Please do not use Map Quest or any other computer mapping program for this.

(Tab as Exhibit "M")

D. LEGISLATIVE DISTRICTS IN WHICH THE PROJECT SITE IS LOCATED:

This should be the Florida Senate and Florida House district in which the **proposed project site is located**. If you are not sure of the district, contact your local office of the Supervisor of Elections. **(There is only one each.)**

State Senator: Oscar Braynon Senate District Number: 36

State Representative: Shevrin Jones House District Number: 101

E. TOTAL NUMBER OF ACRES BEING ACQUIRED OR TOTAL NUMBER OF ACRES BEING DEVELOPED: 4.43

F. DESCRIBE THE PHYSICAL CHARACTERISTICS OF THE PROJECT.

1) For Development Projects:

- (a) Provide a description of the proposed project which includes existing and future uses, existing and proposed physical improvements, natural and historical resources, any proposed resource protection/conservation and any existing buildings on site.

Presently, Mary Saunders Park has multi-use buildings, restrooms, parking, tennis area, baseball/softball area, basketball court and playground and open-green space, The City is desirous to enhance the quality of life of our residents and visitors by improving this facility that has some outdated recreational facilities. The proposed project consists of basketball court and shelter.

- (b) Indicate if a natural spring is located on project site: Yes No

- (c) Indicate if there is public access to the park either through an existing street or easement: Yes No

Describe Public Access:

This park facility is accessible on all four (4) sides (north, south, east and west). The facility has sidewalks, The facility is operational Monday-Friday from 8:00am -8:00pm, and on Saturday-Sunday from 8:00am-6:00pm. Mary Saunders Park is accessible through walking, bicycling, driving, and public transit.

(If additional room needed - Tab as Exhibit "P")

2) For Acquisition Projects: (in addition to the above information)

- (a) If the proposed project consists of acquiring multiple parcels or from multiple owners, identify specific order in which the parcels will be acquired to ensure that in the event that all parcels cannot be acquired, the purposes of the project can be achieved. Also address the ability to have public access to the park either through an existing street or easement.

Not applicable.

(If additional room needed - Tab as Exhibit "P")

3. FINANCIAL INFORMATION

GRANT MATCH RATIOS: (Based on the grant cap of \$200,000)

Project Cost	State Share	Grantee Share
\$50,000 or less	100%	0%
\$50,001 to \$150,000	75%	25%
\$150,001 up to \$400,000	50%	50%

Project Cost = State Share + Grantee Share

Refer to Chapter 62D-5.055(4), F.A.C. for complete information on match requirements and match types. **The Total Project Cost (Line F) must equal the grant request (Line A) plus the total local match (Line E). This figure (Line F) should not total more than \$400,000 for the purpose of this application.**

A. FRDAP Funds Requested (State Share) Line A \$ 50,000.00

B. Local Funds Available: (Grantee Share)

1. Cash: Line B \$ _____

2. In-Kind: Line C \$ _____

3. Land Value: Line D \$ _____

If property is developed, land value CANNOT be used as a match.

Total Local Match: Line E \$ 0.00
Sum of lines B, C and D

C. Total Cost of Proposed Project: Line F \$ 50,000.00

**Sum of Lines A and E
(Should not total more than \$400,000)**

(If approved for REDI Match Waiver, fill out REDI Waiver Form located under FRDAP Administrative Forms at <http://dep.state.fl.us/lands/Land and Recreation/Land Recreation.htm>). (Tab as Exhibit "O")

D. PROJECT WORK PLAN (COMPLETE FOR ALL PROJECTS, DEVELOPMENT AND ACQUISITION):

On page 7 & 8 as attachment 1, list the project Work Plan for the elements for this application. The Project elements are listed with the related tasks and deliverables. Primary elements and support elements should be listed separately. Use as many project elements and tasks needed to complete the project.

Remember to include each element in your conceptual site plan. Submit a conceptual site plan displaying the areas and facilities to be developed as proposed on page 7 & 8 of this application. The site plan must correlate with the project boundary map and work plan elements. The site plan must CLEARLY DELINEATE using color codes between facilities/opportunities currently existing, facilities proposed for funding (page 7 & 8) in this application and facilities planned for future development. If project is an acquisition project, be sure to submit on the site plan the proposed elements to be developed as listed on page 17 of this application. Also identify different FRDAP phases on the site plan and any LWCF phases.

DEVELOPMENT PROJECTS:

PRIMARY RECREATION AREAS AND FACILITIES: Primary facilities include all recreation facilities and opportunities. **Primary cost must be equal to or greater than fifty percent (50%) of the total cost.** Primary examples are: beach access, picnic facilities, fishing piers, ball fields, tennis courts, trails, trailheads, shade structures for recreational facilities, etc. Enclosed structures are not eligible costs. Costs of planning and site preparation should be included within the cost of each element. If land value is used as match, it should be included under primary cost. If this is a trail project, list the uses or types of trails. If developing one trail for multi-purposes state multi-purpose trail, but if doing several different trails list separately with each use (example: walking trail or bike trail).

SUPPORT FACILITIES AND IMPROVEMENTS: Support facilities are facilities which cannot stand alone, or which would have little or no public outdoor recreational value without the primary facility. No enclosed structures are eligible except restrooms, bathhouses or restroom/concession stands. Other support examples are: parking, landscaping, and security lighting. Amenities such as benches, or bike racks will receive no points when being scored. The enclosed structures listed above cannot be phased and must be completed with one grant.

ACQUISITION PROJECTS:

If acquisition project, on page 7 & 8, list the project work plan for the acquisition phase of the project.

(Tab as Exhibit "H")

**FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP)
DEVELOPMENT
PROJECT BUDGET DETAIL**

Project Name: Mary Saunders Park Rehabilitation

Grantee Name: City of West Park

The project reimbursement is limited to one (1) invoice upon completion of all Project Elements listed below and submittal of all Deliverables and required documentation identified in the table below. Completion Documentation required prior to Reimbursement Request.

Project Tasks, Deliverables and Required Documentation

Task #1: Development of: <u>Mary Saunders Park Renovatic</u>	Amount of Costs to be Paid with Grant Funds	Amount of Costs to be Paid with Grantee Match	Deliverables and Documentation To Be Submitted Upon Completion And Before Reimbursement Can Be Approved
<p><u>(List each Primary project element)</u></p> <p>Basketball Court with Shelters</p>	<p>Provide Budget Detail</p> <p>\$50,000.00</p>	<p>Provide Budget Detail</p>	<p>Project Completion Certification</p> <p>Final as-built site plan</p> <p>Florida Recreation and Parks Inventory Form</p> <p>Color Photographs of Project</p> <p>Notice of Limitation of Use</p> <p>Boundary Survey</p>

INSTRUCTIONS FOR COMPLETING PROJECT WORK PLAN:

DELIVERABLES/ELEMENTS/WORK TO BE COMPLETED: Identify ALL elements that will be completed under this Agreement.

DELIVERABLE/ELEMENT BUDGET AMOUNT FOR REIMBURSEMENT: Must provide a budget for each element and identify the expense category and budget detail. Provide description of the costs as follows: **Salaries:** identify the position title/hourly rate/# of hours to complete the deliverable; **Fringe benefits:** identify the % used to calculate the fringe benefits; **Contractual Services:** identify what service will be paid for under the contract for services; **Equipment:** the purchase of equipment is not allowed under this Agreement, the rental of equipment is the only costs allowed that are associated with equipment; **Supplies and Materials:** identify what supplies/materials will be purchased; **Other costs:** identify what other costs are being requested (such as printing costs, other costs that do not fit into the other established cost categories (salaries, fringe benefits, equipment, supplies, indirect, contractual services); **Indirect Costs:** identify the percentage that is used for the indirect being claimed for reimbursement (cannot exceed 15% unless prior approval has been obtained by the Department)..

MATCH AMOUNT TO BE CLAIMED: The same level of detail must be provided for match as for reimbursement.

DOCUMENTATION/DELIVERABLES TO BE SUBMITTED UPON COMPLETION: All of these deliverables must be submitted before final reimbursement can be processed.

Completion Documentation required prior to Reimbursement

PART II — EVALUATION CRITERIA

GENERAL CRITERIA

1. CAPITAL IMPROVEMENT PLAN

- A. Is the proposed project identified, in whole or in part, in the applicant’s capital improvement plan or schedule during the current or next three (3) fiscal years?

Provide:

1) A letter from the agency’s city or county manager certifying the five year capital improvement schedule is **officially adopted and date adopted**. **Project will not receive points if letter is not submitted and does not state the date CIP was adopted.**

- AND -

2) A copy of the five-year capital improvement schedule included in the applicant’s adopted Local Comprehensive Plan, stating project by name, amount and year (County or City budgets are not the same as capital improvement schedules) **Please highlight project name, amount and year.**

(20 points)

Yes No

--- OR ---

- B. Is the proposed project identified as part of the plan through an adopted resolution committing the applicant to amend their capital improvement plan or schedule and complete the project should it receive program funds?

Provide: a copy of a fully executed resolution amending the existing schedule to include the proposed project. The resolution must **clearly indicate the proposed project by name, amount and year and cannot be older than 3 years.**

(10 points)

Yes No

(Tab as Exhibit “A”)

2. STATE COMPREHENSIVE OUTDOOR RECREATION PLAN

- A. Explain how the proposed project would address one or more of the issues or goals identified in the State Comprehensive Outdoor Recreation Plan. Use the **OUTDOOR RECREATION IN FLORIDA-2008 (Chapter 6 & 7)**. **Provide quotations or other appropriate references with explanations to justify the correlation.** To receive points, must give a detailed explanation as to how the project meets the goals, cannot only list the goals.

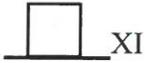
(Tab as Exhibit “B”) (4 points)

B. 2008 Relative Need Index by Region

The proposed project provides for a priority resource or facility need in the applicant's planning region identified in the Statewide Comprehensive Outdoor Recreation Plan. Locate the applicant's region and circle each priority resource/facility need as **proposed in the project** cost on page 7 & 8 of this application:

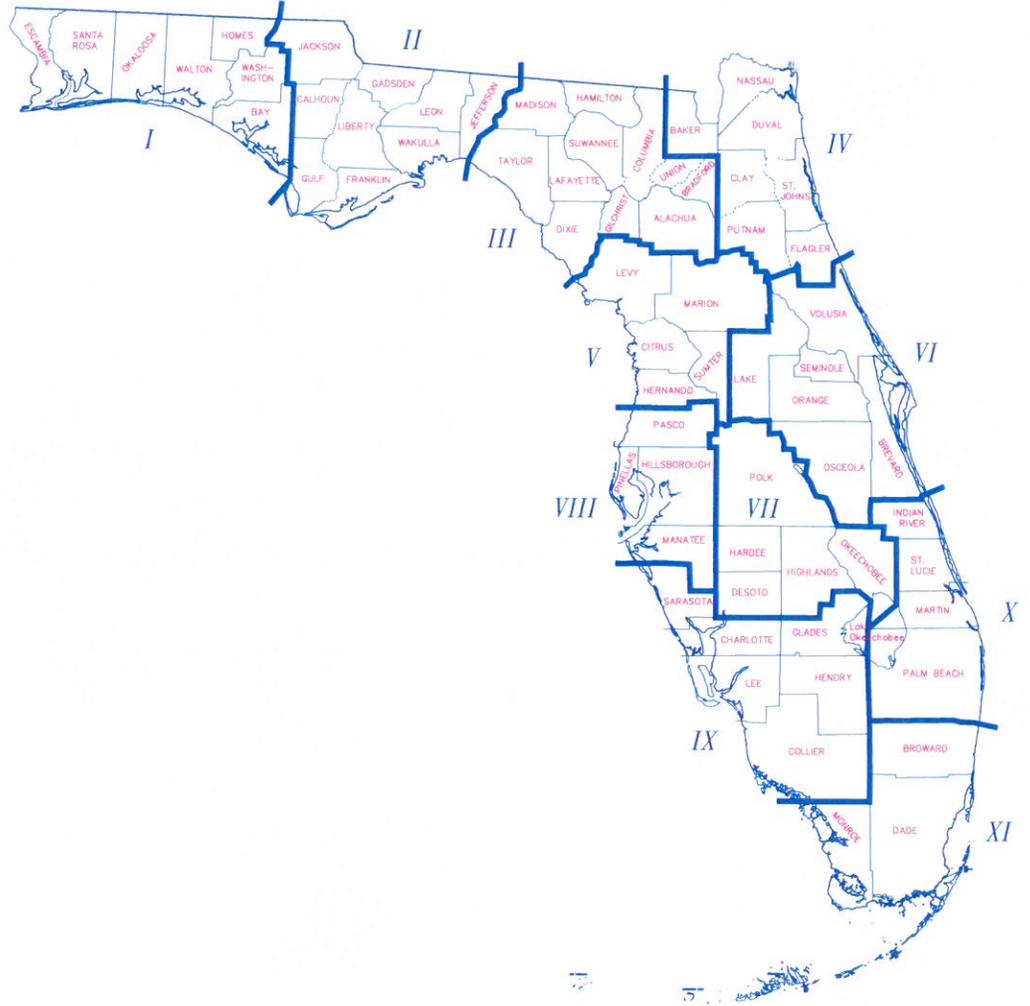
(7 points)

- I Saltwater Beach Activities* Baseball or Softball * Picnicking *Football
Outdoor Swimming Pool Use * Saltwater Non-Boat Fishing * Golf
RV / Trailer Camping * Freshwater Boat Ramp Use * Soccer or Rugby
- II Saltwater Beach Activities * Nature Study * Historical or Archeological Sites
Baseball or Softball * Picnicking * Freshwater Boat Ramp Use * Football
Hunting * Horseback Riding * Outdoor Swimming Pool Use
- III Football * Picnicking * Nature Study * Soccer or Rugby * Baseball or Softball
Horseback Riding * Outdoor Basketball * RV / Trailer Camping
Freshwater Boat Ramp Use * Bicycle Riding – Unpaved Trails
- IV Historical or Archeological Sites * Baseball or Softball * Football
Saltwater Beach Activities * Picnicking * Outdoor Swimming Pool Use * Outdoor
Basketball * Nature Study * Golf * Soccer or Rugby
- V Picnicking * Football * RV / Trailer Camping * Nature Study * Baseball or Softball
Bicycle Riding - Unpaved Trails * Outdoor Basketball * Soccer or Rugby
Horseback Riding * Outdoor Swimming Pool Use
- VI Picnicking * RV / Trailer Camping * Football * Baseball or Softball
Outdoor Swimming Pool Use * Nature Study * Historical or Archeological Sites
Outdoor Basketball * Saltwater Beach Activities * Soccer or Rugby
- VII RV / Trailer Camping * Picnicking * Baseball or Softball * Outdoor Swimming Pool Use
Nature Study * Freshwater Boat Ramp Use * Football * Golf * Horseback Riding
Outdoor Basketball
- VIII Picnicking * RV / Trailer Camping * Baseball or Softball * Football * Outdoor
Swimming Pool Use Saltwater Beach Activities * Golf * Outdoor Basketball * Outdoor
Tennis * Soccer or Rugby
- IX Picnicking * RV / Trailer Camping * Saltwater Beach Activities * Outdoor Swimming
Pool Use Golf * Football * Nature Study * Baseball or Softball * Outdoor Tennis *
Historical or Archaeological Sites
- X Football * Golf * Baseball or Softball * Outdoor Swimming Pool Use * Picnicking *
Outdoor Tennis Saltwater Beach Activities * Outdoor Basketball * RV / Trailer Camping
* Soccer or Rugby



XI

Outdoor Swimming Pool Use * Picnicking * Football * Baseball or Softball * Saltwater Beach Activities * Outdoor Tennis * Golf * Outdoor Basketball * Saltwater Non-Boat Fishing * RV / Trailer Camping



3. PUBLIC PARTICIPATION

Indicate which of the following apply (**Check ALL that apply**):

(To receive points for this section any meetings, presentations, or surveys must be held in the current year or within the **previous 3 years** of application and each of **the three meetings must be held separately** to receive each set of points. **Meetings also must be held prior to the application submittal.**)

A. A pre-advertised public meeting was held **solely** for the purpose of discussing the proposed project. Attach a copy of ad and proof of publication for the advertisement. Advertisement needs to state where and when advertised. **If submitting 2 applications, must hold separate meeting for each project (unless they are phased projects of the same park). If not advertised in a newspaper, need a written explanation as to how, when and where advertised, along with a copy of notice/advertisement.**

(Tab as Exhibit "C-1") (10 points)

B. The project was discussed at a **regularly** scheduled meeting of the applicant's advisory board responsible for park, recreation or leisure service activities. Provide **a copy of the minutes** of the advisory board meeting(s) where **this project** was discussed. The board must be an appointed group of citizens, such as a parks and recreation advisory board, who would normally review projects similar to the proposed grant application. Planning and zoning or similar boards may be used if a parks and recreation advisory board does not exist. **CITY OR COUNTY COMMISSIONS ARE NOT CONSIDERED ADVISORY BOARDS.**

(Tab as Exhibit "C-2") (7 points)

C. Public input on the proposed project was obtained through presentations to community organizations, neighborhood associations and/or a written opinion survey. Provide documentation (**minutes from the meeting which the project was discussed** with date or thank-you letter from an organization, association, etc.) showing that presentations **regarding this project** were made to community organizations or groups **OR** provide a **copy of the survey, who surveyed and summary of the results. Letters of support are not acceptable to receive points.**

(Tab as Exhibit "C-3") (4 points)

4. OPERATION AND MAINTENANCE

Capability to develop, operate and maintain the project site: **(Check ONLY one):**

Provide **a brief description** of how development, programming and maintenance will be provided and **a copy of an agency organizational chart. Must provide both to receive points.**

- The applicant has a full-time recreation or park department staffed to provide facility development, programming and maintenance. **(Tab as Exhibit "D") (6 points)**
- The applicant has demonstrated the existence of a full-time ability to provide facility development, programming and maintenance. **(Tab as Exhibit "D") (4 points)**
- The applicant has other means of providing facility development, programming and maintenance. **(Tab as Exhibit "D") (2 points)**

5. PARK PARTNERSHIP

The proposed project is supported through a fully executed written cooperative agreement between the applicant and a private or public entity **(within the current or past 3 years)** in which said entity agrees to furnish 10% or more of the total project costs in cash, land, or labor services for the **development/construction** of this project with the applicant holding the leading management responsibility. **The written agreement must be executed by the end of the submission period and quantify the donation in monetary units. This can be a cooperative agreement between either parties or a letter from the entity agreeing to furnish 10% of the total project costs in cash, materials, land, or labor services.**

(A management or maintenance agreement is not acceptable.)

- Yes No **(Tab as Exhibit "E") (3 points)**

6. TRAIL CONNECTIVITY

The project provides for increased trail access by connecting an existing, publicly owned and designated recreational trail which is **outside the project boundary. Indicate on the site plan the project trail/connection and name and location of existing trail(s) outside the boundaries.**

- Yes No **(Tab as Exhibit "G") (5 points)**

DEVELOPMENT CRITERIA (COMPLETE ONLY FOR DEVELOPMENT PROJECTS)

1. NEW DEVELOPMENT

List the existing facilities/improvements on the project site. Include improvements such as baseball fields, basketball courts, trails, boat ramps, etc. (Bullet lists are encouraged) **(If undeveloped, state None)**. The site plan must clearly delineate between facilities/opportunities currently existing, facilities proposed for funding in this application and facilities planned for future development. **Identify and color code different funding phases from the existing facilities.**

(Tab as Exhibit "G") (5 points, if undeveloped)

2. INFRASTRUCTURE ASSESSMENT OF LOCAL GOVERNMENT RECREATION AND PARK DEPARTMENT FACILITY NEEDS IN THE STATE OF FLORIDA

- A) List the facilities which are addressed on page 7 & 8 of this application which are identified in the priority ranked index clusters of outdoor facilities needs for renovation and/or new construction identified within the applicant's population density as set forth in the Department's study entitled "Infrastructure Assessment of Local Government Recreation and Park Department Facility Needs in the State of Florida" effective December 1995. (See attached pages 22-26 for Priority Ranked Index Clusters. A project facility not listed in the priority ranked indexes will receive a score of a similar facility included in the indexes, as determined by the Department staff.) **(If developing trails, must have separate trails to receive separate points.**

(Maximum 30 points)

B) Does the proposed project, in whole or in part, address the highest priority of infrastructure funding needs for the applicant’s population density as set forth in the study titled “**1995 INFRASTRUCTURE ASSESSMENT OF LOCAL GOVERNMENT RECREATION AND PARK DEPARTMENT FACILITY NEEDS IN THE STATE OF FLORIDA**”. Use the table below to determine in which priority funding need ranking the project falls. (**Check ONLY one**):

Highest Priority Funding Need (13 points)

Second Highest Priority Funding Need (8 points)

Population Density 1 – Population Under 10,000	Rank 1 Rank 2	Construction Renovation
Population Density 2 – Population 10,000 to 24,999	Rank 1 Rank 2	Renovation Construction
Population Density 3 – Population 25,000 to 49,999	Rank 1 Rank 2	Construction Renovation
Population Density 4 – Population 50,000 to 99,999	Rank 1 Rank 2	Construction Renovation
Population Density 5 – Population 100,000 and Over	Rank 1 Rank 2	Renovation Construction

Source: The 1995 Infrastructure Assessment of Local Government Recreation and Park Department Facility Needs in the State of Florida

ACQUISITION CRITERIA (COMPLETE ONLY FOR ACQUISITION PROJECTS)

1. INFRASTRUCTURE ASSESSMENT OF LOCAL GOVERNMENT RECREATION AND PARK DEPARTMENT FACILITY NEEDS IN THE STATE OF FLORIDA

List all the facilities that will be developed for this project. Only facilities identified in the top three priority ranked index clusters of outdoor facilities needs for new construction identified within the applicant's population density as set forth in the Department's study entitled "Infrastructure Assessment of Local Government Recreation and Park Department Facility Needs in the State of Florida", effective December 1995, will receive these points. (Priority ranked index clusters are attached as pages 22-26.)

(15 points)

2. NEEDED RECREATIONAL ACREAGE

Describe how the project provides for identified need(s) for additional park acreage pursuant to the applicant's adopted local comprehensive plan. **Provide the following:**

- A. Needed acres/Person and Total Acreage Under Local Control
- B. Provide excerpts of the applicant's local comprehensive plan as supporting back-up documentation and highlight the information that pertains to this section.

(Tab as Exhibit "F") (15 points)

3. CAPITAL IMPROVEMENT PLAN

A) Is the proposed **development** of the property identified in the applicant’s capital improvement plan (CIP) or schedule during the current or next three (3) fiscal years?

1). **Provide:** a letter from the agency’s city or county manager certifying the five year capital improvement schedule is officially adopted and date adopted. **Project will not receive points if letter is not submitted and does not state the date CIP was adopted.**

- AND-

2). **Provide:** a copy of the five-year capital improvement schedule included in the applicant’s adopted Local Comprehensive Plan, stating project by name, amount and year (County or City budgets are not the same as capital improvement schedules). **Highlight project name, amount and year.**

(6 points)

Yes No

----OR----

B) Is the proposed **development** of the property included as part of the plan through an adopted resolution committing the applicant to amend their CIP and develop the property should it receive program funds?

Provide: a copy of a fully executed resolution amending the existing schedule to include the development of the proposed project. The resolution must **clearly indicate the development of the proposed project by name, year and amount and cannot be older than 3 years.**

(3 points)

Yes No

(Tab as Exhibit “A”)

**TRAIL CONSTRUCTION CRITERIA
(COMPLETE ONLY FOR CONSTRUCTION OF TRAIL PROJECTS)**

1. NEW DEVELOPMENT

List the existing facilities/improvements on the project site. Include improvements such as trails, trailheads, ball fields, basketball courts, etc. (Bullet lists are encouraged. **If undeveloped, state None.**) The site plan must clearly delineate between facilities/opportunities currently existing, facilities proposed for funding in this application and facilities planned for future development. Identify and color code different funding phases from the existing facilities.

(Tab as Exhibit “G”) (5 points, if undeveloped)

2. STATE GREENWAYS AND TRAILS PLAN

Explain how the proposed project would address one or more issues or goals as identified in the Florida Greenways and Trails System Plan. Use “**Florida Greenways and Trails System Plan– 2013-2017**”. **Provide quotations or other appropriate references to justify the correlation. Use a separate sheet if necessary.**

(Tab as Exhibit “H”) (6 points)

3. STATE OF FLORIDA DESIGNATED RECREATIONAL GREENWAY OR TRAIL

The project is located on or connects with a State of Florida designated greenway or trail.
Provide a map and documentation (letter from Office of Greenways and Trails) indicating connectivity.

Designation Agreements must be fully executed by the end of submission period.

Yes No

(Tab as Exhibit "I") (3 points)

4. REGIONAL OR LOCAL GREENWAYS AND TRAILS PLAN

Explain how the proposed project would implement a Greenway and Trail Plan adopted by either a regional or local governmental entity. Provide quotations or appropriate references with **explanations** to justify correlation. **Enclose a copy of the regional or local governmental adopted Greenway Plan.**

(Tab as Exhibit "J") (4 points)

5. MIXED USE OR SINGLE USE TRAILS

Does the specific trail design demonstrate that the project will support:
Mixed use recreational trail opportunities, either motorized or non-motorized, or both?

Yes No

(8 points)

-----OR-----

Single use recreational trail opportunities?

Yes No

(6 points)

6. INFRASTRUCTURE ASSESMENT OF LOCAL GOVERNMENT RECREATION AND PARK DEPARTMENT FACILITY NEEDS IN THE STATE OF FLORIDA

Does the proposed project, in whole or in part, address the highest priority of infrastructure funding needs for the applicant’s population density as set forth in the study titled “**1995 INFRASTRUCTURE ASSESMENT OF LOCAL GOVERNMENT RECREATION AND PARK DEPARTMENT FACILITY NEEDS IN THE STATE OF FLORIDA**”. Use the table below to determine in which priority funding need ranking the project falls. **(Check ONLY one)**:

Highest Priority Funding Need

(13 points)

Second Highest Priority Funding Need

(8 points)

Population Density 1 – Population Under 10,000	Rank 1	Construction
	Rank 2	Renovation
Population Density 2 – Population 10,000 to 24,999	Rank 1	Renovation
	Rank 2	Construction
Population Density 3 – Population 25,000 to 49,999	Rank 1	Construction
	Rank 2	Renovation
Population Density 4 – Population 50,000 to 99,999	Rank 1	Construction
	Rank 2	Renovation
Population Density 5 – Population 100,000 and Over	Rank 1	Renovation
	Rank 2	Construction

Source: The 1995 Infrastructure Assessment of Local Government Recreation and Park Department Facility Needs in the State of Florida

Part III – Supporting Documents

POPULATION DENSITIES

Outdoor Facility Needs Ranked by Priority Index: Population Density 1

Rank	Renovation		Construction		Cluster
	Facility	Points	Facility	Points	
1	Playgrounds	6	Baseball Fields	6	Cluster I
2	Support Facilities	5	Softball Fields	5	Cluster II
3	Tennis Courts	5	Playgrounds	5	
4	Rest Rooms	5	Rest Rooms	5	Cluster III
5	Picnic Facilities	4	Support Facilities	4	
6	Baseball Fields	4	Soccer Fields	4	
7	Basketball Courts	4	Basketball Courts	4	
8	Softball Fields	4	Bike Trails	4	
9	Swimming Pools	4	Swimming Pools	4	
10	Boating Facilities	4	Tennis Courts	4	Cluster IV
11	Fishing Piers	3	Picnic Facilities	3	
12	Camping	3	Handball Courts	3	
13	Handball Courts	3	Fishing Piers	3	
14	Football Fields	3	Football Fields	3	
15	Soccer Fields	3	Boating Facilities	3	Cluster V
16	Beach Access	2	Exercise Trails	2	
17	Historical Facilities	2	Camping	2	
18	Shuffleboard Courts	2	Beach Access	2	
19	Nature Trails	2	Historical Facilities	2	
20	Other	2	Shuffleboard Courts	2	Cluster VI
21	Golf Courses	2	Nature Trails	2	
22	Bike Trails	1	Golf Courses	1	
23	Exercise Trails	1	Hiking Trails	1	
24	Hiking Trails	1	Horse Trails	1	
25	Horse Trails	1	Other	1	

Population Density 1 - Population Under 10,000

Outdoor Facility Needs Ranked by Priority Index: Population Density 2

Rank	Renovation		Construction		
	Facility	Points	Facility	Points	
1	Rest Rooms	6	Support Facilities	6	Cluster I
2	Support Facilities	6	Rest Rooms	6	
3	Playgrounds	6	Playgrounds	6	
4	Baseball Fields	5	Softball Fields	5	Cluster II
5	Tennis Courts	5	Soccer Fields	5	
6	Softball Fields	5	Baseball Fields	5	
7	Basketball Courts	4	Basketball Courts	4	Cluster III
8	Boating Facilities	4	Picnic Facilities	4	
9	Swimming Pools	4	Swimming Pools	4	
10	Picnic Facilities	4	Football Fields	4	
11	Soccer Fields	4	Tennis Courts	4	
12	Exercise Trails	3	Handball Courts	3	Cluster IV
13	Football Fields	3	Nature Trails	3	
14	Shuffleboard Courts	3	Bike Trails	3	
15	Handball Courts	2	Boating Facilities	2	Cluster V
16	Beach Access	2	Other	2	
17	Fishing Piers	2	Exercise Trails	2	
18	Camping	2	Golf Courses	2	
19	Bike Trails	2	Hiking Trails	2	
20	Nature Trails	2	Fishing Piers	2	
21	Other	2	Camping	2	
22	Golf Courses	1	Beach Access	1	Cluster VI
23	Hiking Trails	1	Historical Facilities	1	
24	Historical Facilities	1	Horse Trails	1	
25	Horse Trails	1	Shuffleboard Courts	1	

Population Density 2 - Population From 10,000 to 24,999

Outdoor Facility Needs Ranked by Priority Index: Population Density 3

Rank	Renovation		Construction		
	Facility	Points	Facility	Points	
1	Rest Rooms	6	Baseball Fields	6	Cluster I
2	Playgrounds	6	Soccer Fields	6	
3	Support Facilities	5	Support Facilities	5	Cluster II
4	Tennis Courts	5	Softball Fields	5	
5	Baseball Fields	5	Playgrounds	5	
6	Basketball Courts	5	Boating Facilities	5	
7	Beach Access	4	Football Fields	4	Cluster III
8	Swimming Pools	4	Tennis Courts	4	
9	Soccer Fields	4	Rest Rooms	4	
10	Picnic Facilities	4	Picnic Facilities	4	
11	Football Fields	3	Basketball Courts	3	Cluster IV
12	Softball Fields	3	Other	3	
13	Boating Facilities	3	Exercise Trails	3	
14	Exercise Trails	2	Bike Trails	2	Cluster V
15	Handball Courts	2	Nature Trails	2	
16	Other	2	Camping	2	
17	Golf Courses	2	Handball Courts	2	
18	Shuffleboard Courts	2	Historical Facilities	2	
19	Fishing Piers	2	Swimming Pools	2	
20	Bike Trails	2	Hiking Trails	2	
21	Hiking Trails	2	Golf Courses	2	
22	Nature Trails	2	Beach Access	2	
23	Camping	2	Fishing Piers	2	
24	Historical Facilities	1	Horse Trails	1	Cluster VI
25	Horse Trails	1	Shuffleboard Courts	1	

Population Density 3 - Population From 25,000 to 49,999

Outdoor Facility Needs Ranked by Priority Index: Population Density 4

Rank	Renovation		Construction		
	Facility	Points	Facility	Points	
1	Playgrounds	6	Soccer Fields	6	Cluster I
2	Rest Rooms	5	Playgrounds	5	Cluster II
3	Support Facilities	5	Picnic Facilities	5	
4	Tennis Courts	5	Baseball Fields	5	
5	Soccer Fields	5	Support Facilities	5	
6	Baseball Fields	5	Swimming Pools	5	
7	Swimming Pools	4	Softball Fields	4	Cluster III
8	Exercise Trails	4	Basketball Courts	4	
9	Softball Fields	4	Rest Rooms	4	
10	Basketball Courts	4	Other	4	
11	Handball Courts	3	Exercise Trails	3	Cluster IV
12	Picnic Facilities	3	Golf Courses	3	
13	Boating Facilities	2	Tennis Courts	2	Cluster V
14	Beach Access	2	Boating Facilities	2	
15	Fishing Piers	2	Fishing Piers	2	
16	Shuffleboard Courts	2	Football Fields	2	
17	Football Fields	2	Handball Courts	2	
18	Golf Courses	2	Bike Trails	2	
19	Nature Trails	2	Nature Trails	2	
20	Other	2	Hiking Trails	2	
21	Bike Trails	2	Horse Trails	2	
22	Camping	2	Beach Access	2	
23	Hiking Trails	2	Camping	2	
24	Historical Facilities	1	Historical Facilities	1	Cluster VI
25	Horse Trails	1	Shuffleboard Courts	1	

Population Density 4 - Population From 50,000 to 99,999

Outdoor Facility Needs Ranked by Priority Index: Population Density 5

Rank	Renovation		Construction		
	Facility	Points	Facility	Points	
1	Support Facilities	6	Support Facilities	6	Cluster I
2	Rest Rooms	5	Baseball Fields	5	Cluster II
3	Playgrounds	5	Playgrounds	5	
4	Tennis Courts	4	Softball Fields	4	
5	Swimming Pools	4	Rest Rooms	4	Cluster III
6	Boating Facilities	4	Soccer Fields	4	
7	Basketball Courts	4	Picnic Facilities	4	
8	Golf Courses	3	Bike Trails	3	
9	Softball Fields	3	Swimming Pools	3	
10	Picnic Facilities	3	Exercise Trails	3	
11	Historical Facilities	3	Hiking Trails	3	Cluster IV
12	Baseball Fields	3	Other	3	
13	Fishing Piers	3	Golf Courses	3	
14	Exercise Trails	3	Camping	3	
15	Soccer Fields	3	Beach Access	3	
16	Handball Courts	2	Historical Facilities	2	
17	Camping	2	Tennis Courts	2	
18	Football Fields	2	Basketball Courts	2	Cluster V
19	Nature Trails	2	Boating Facilities	2	
20	Beach Access	2	Fishing Piers	2	
21	Bike Trails	2	Football Fields	2	
22	Other	2	Nature Trails	2	
23	Hiking Trails	2	Handball Courts	2	
24	Horse Trails	1	Horse Trails	1	Cluster VI
25	Shuffleboard Courts	1	Shuffleboard Courts	1	

Population Density 5 - Population From 100,000 & Over

CONTACT FOR ADDITIONAL INFORMATION:

Contact	Phone
A. FRDAP Application Information & Help	850/245-2501
B. FRDAP Administrative Rule http://dep.state.fl.us/lands/ Land and Recreation/Land Recreation.htm	850/245-2501
C. Statewide Comprehensive Outdoor Recreation Plan (SCORP) www.dep.state.fl.us/parks/planning	850/245-3051
D. State Lands, Bureau of Appraisal	850/245-2555
E. Recreation Accessibility and Safety Program Manager, Florida Park Service	850/245-3031
F. Office of Greenways & Trails and the Florida Statewide Greenways & Trails Plan	850/245-2052



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

Agenda #: 10A (i)

To: City Commission

Date: October 14, 2016

Through: W. Ajibola Balogun, City Manager

From: Carol M. Aubrun, Programs and Services Manager

Re: Update on Hurricane Matthew Preparedness and Recovery

As part of our ongoing efforts to remain prepared and vigilant during Hurricane Season, the City of West Park's staff performed preparedness and recovery tasks pertaining to Hurricane Matthew. On October 3, 2016, Governor Rick Scott issued an Executive Order for Hurricane Matthew (attached with Situation Report), and there were several coordination efforts that we had to undertake directly.

Staff attended multiple webinars and conference calls with the National Weather Service for advisories, storm tracking, safety alerts, and forecast information for planning. These calls were closed to the public, but were opportunities for our partners to have current and up-to-date storm information for proper preparation and planning. All of our briefings had actual presentations that we transmitted to the Commission and posted on the City website.

Moreover, various departments (Public Works, Building, Code Enforcement, Police, etc.) were engaged in direct preparedness activities such as informing construction contractors that they needed to stop work, pre and post disaster debris removal, shuttering of buildings, and a host of other essential duties. We also had designated staff report to Broward County's Emergency Operation's Center and provide updates through the Municipal Services Branch. All cities are responsible for having their credentialed staff report to their respective stations, in the event of any emergency full activations (Level 1). Rapid Impact Assessment was also completed, once the "All Clear" was issued.

We are also coordinating our efforts with the County to meet the required threshold for Federal Emergency Management Assistance of \$6.2 Million (attached). As required, we have submitted our Preliminary Disaster Assessment Report (attached) in the amount of \$25,000. In the event that the County does not meet this financial threshold, the City will have to absorb this unforeseen expense.

/attch

END OF MEMORANDUM



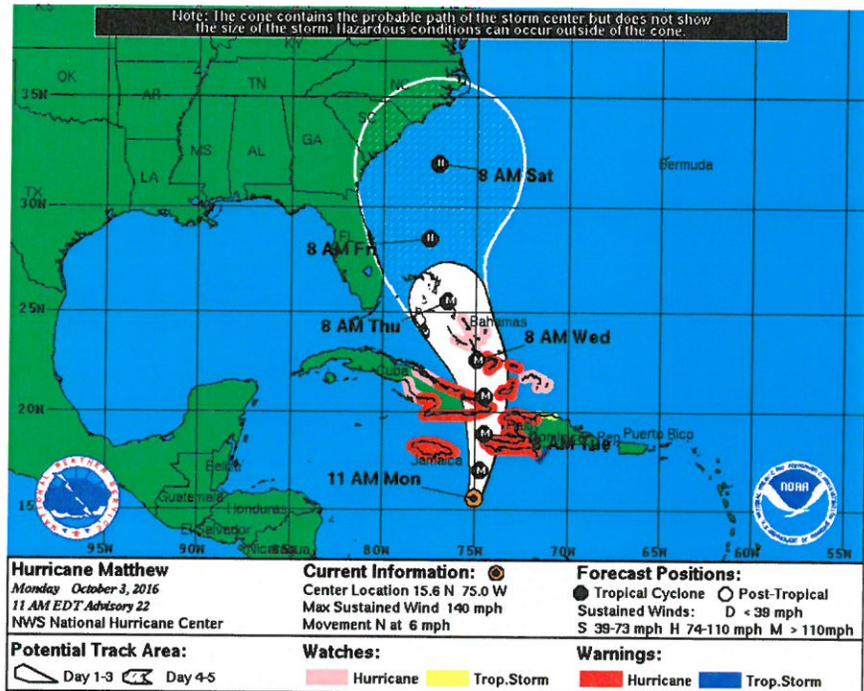
SITUATION REPORT No. 1 Hurricane Matthew



The Florida State Emergency Response Team
 October 3, 2016 - Published at 1230hrs
 State Emergency Operations Center Activation Level: 2
 Reporting Period: October 3, 2016 0700hrs – October 3, 2016 1900hrs
 Information Current as of 1200hrs

CURRENT SITUATION/ WEATHER SUMMARY:

At 1100EDT, Hurricane Matthew was located 275 miles southwest of Port Au Prince, Haiti with maximum sustained winds of 140 mph. Matthew is moving toward the north near 6mph, and this general motion is forecast to continue through Wednesday with an increase in forward speed expected tonight. On the forecast track, Matthew will approach Haiti tonight, move near eastern Cuba late Tuesday, and move near or over portions of the Bahamas Tuesday night and Wednesday. Matthew is a category 4 Hurricane on the Saffir-Simpson Scale and is expected to remain a powerful Hurricane for the next few days.



CONSEQUENCES:

- Although the official forecast continues to show a track east of Florida, it is not possible at this time to rule out hurricane impacts to Florida.

COUNTY ACTIONS:

REGION 5	EOC Level	Local State of Emergency	Evacuation Order	Open Shelters	School Open	Government Closing
Brevard	3	N	N	N	Y	N
Indian River	3	N	N	N	Y	N
Lake	3	N	N	N	Y	N
Martin	3	N	N	N	Y	N
Orange	3	N	N	N	Y	N
Osceola	3	N	N	N	Y	N

Seminole	3	N	N	N	Y	N
St. Lucie	3	N	N	N	Y	N
Volusia	3	N	N	N	Y	N
REGION 7	EOC Level	Local State of Emergency	Evacuation Order	Open Shelters	School Open	Government Closing
Broward	3	N	N	N	Y	N
Miami-Dade	3	N	N	N	Y	N
Monroe	3	N	N	N	Y	N
Palm Beach	3	N	N	N	Y	N

STATE ACTIONS:

- SEOC is activated to a Level 2. Operational hours are from 0700-1900.
- Conference calls with counties and the National Hurricane Center are conducted twice daily
- An Executive Order has been drafted

OPERATIONAL OBJECTIVES:

1. Monitor weather conditions of the present and upcoming Operational Period
2. Ensure basic needs of the affected residents
3. Ensure the safety of responders
4. Promote the coordination between the State, Local and SERT partners
5. Ensure staffing capabilities for the SERT and the SEOC
6. Continue to issue emergency public affairs information concerning the situation
7. Keeping stakeholders, responders, and the public informed of response activates
8. Minimize economic impact of the affected area or communities
9. Provide resource and protective action support for the Storm related conditions as needed

EMERGENCY SERVICES BRANCH:

ESF 10- ENVIRONMENT

- Surveying beaches

HUMAN SERVICES BRANCH:

- Will establish communication with impacted areas

INFRASTRUCTURE BRANCH:

ESF 1/3—Transportation & Public Works

- Monitoring the storm and holding teleconferences with FDOT districts and ESF 1 and ESF 3 agency partners.
- FDOT district operations preparing maintenance yards; testing and inventorying equipment; placing emergency crews on standby; reviewing emergency plans; and preparing construction zones; and monitoring flood prone areas.

Evacuation Planning

The Florida Department of Transportation (FDOT) held two conference calls on Sunday, 02 October 2016 to ensure that protective actions are underway for the possibility of major evacuations along roadways in South Florida in response to Hurricane Matthew. See info message #22 in EMC.

Seaports

Monitoring conditions at the following seaports:

- Port of Key West – Open with no restrictions
- Port Miami – Open with restrictions; port condition Whiskey
- Port Everglades – Open with restrictions; port condition Whiskey
- Port of Palm Beach – Open with restrictions; port condition Whiskey
- Port of Fort Pierce – Open with restrictions; port condition Whiskey
- Port Canaveral – Open with no restrictions
- JAXPORT – Open with no restrictions
- Port of Fernandina – Open with no restrictions

X-RAY Seaport Open — sustained gale force winds predicted within 48 hours

WHISKEY Seaport Open — sustained gale force winds predicted within 72 hours

YANKEE Seaport Access Restricted – sustained gale force winds predicted within 24 hours

U.S. Army Corps of Engineers

- Inspections of the Herbert Hoover Dike are taking place at fifteen-day intervals. Daily inspections begin once the lake exceeds 17 feet NGVD.
- Discharges from Lake Okeechobee are currently being maintained at current targets (West: 4,000 cubic feet per second / East: 1,800 cubic feet per second).

South Florida Water Management District

SFWMD has elevated its readiness condition to Condition 4. Condition 4 readiness actions include the following.

- Managers confirming staff reporting categories with their staff.
- Upper East Coast: Water managers are gradually lowering canals as their current discharges are moderate.
- Lower East Coast: S-151, S-31 and S-34 were closed yesterday. Discharge through S-38 will continue until Monday as long as the forecast for Matthew rain is Tuesday or later. Supplemental flow to the Florida Bay is being reduced to provide capacity for pre-storm draw down.

Field Station readiness actions include the following.

- Inspecting key parts of the flood control system and critical flood control structures.
- Inspecting canals and levees for any obstructions.
- Inspecting heavy equipment.
- Ensuring adequate fuel supplies for pump stations and other equipment.
- Securing items vulnerable to high wind at pump stations and laydown yards in Homestead, Miami, Ft. Lauderdale and West Palm Beach.

ESF 2—Telecommunications

- Coordinating with telecommunications partners to monitor the situation and remain on standby to respond if required.
- Updating all of our event-specific emergency contact lists.

- At this point, no reports of any major outages (above normal).
- Monitoring EMC for fuel assistance requests; currently there are no requests for assistance.

ESF 12-Energy

Electric & Natural Gas Utilities (PSC)

- Utilities have been put on notice to start reporting outage and restoral information when notified to begin.
- Utilities are contacting their mutual aid partners to determine availability if external resources are needed to restore services.
- Monitor the power grid for sufficient power in the state.
- Monitor the natural gas infrastructure for any damages that can cause a loss of service to power plants.
- Reported outages information will be posted in a yet to be determined Mission number.

Fuels (DEM)

- Contacting fuel industry partners (e.g., Florida Petroleum Council, Florida Petroleum Marketers and Convenience Store Association); there are no reported supply, distribution or retail fuel shortages or issues.
- Monitoring EMC for fuel assistance requests; currently there are no requests for assistance.
- Have contacted emergency fuel and equipment provider for status of emergency fuel supply and equipment.

Logistics:

- Conducting outreach to contractors to determine resource availability
- The State Logistics Response Center (SLRC) is prepared for activation
- Pre-identifying possible State Logistical Staging Area locations
- Running logistics resource forecast models for potential impact areas (JAX to MIA)
- Will begin daily Unified Logistics Planning Meetings today

GENERAL AND COMMAND STAFF:

ESF 13- MILITARY SUPPORT:

- Drafting potential deployment schedule

ESF 14 – EXTERNAL AFFAIRS:

- Monitoring traditional and social media for local protective actions and rumor control.
- Working with the Governor's Press Office to respond to media inquiries.
- Placed Florida Emergency Information Line (FEIL) on standby, preparing to activate if needed.
- Placed Virtual Operations Support Team (VOST) on standby.

ESF 18-BUSINESS, INDUSTRY, & ECONOMIC STABILIZATION

- Created event in Florida Virtual Business Emergency Operations Center (FLVBEOC) for Hurricane Matthew and currently updating with up to date storm info including press releases/situation reports.
 - FLVBEOC is available at www.flvbeoc.org
- Activated Private Sector Hotline:850-410-1403. Hotline is available for business inquiries about the storm, preparedness information and post-impact information.

RECOVERY:

- Assessing staffing needs
- Working with FEMA to obtain new PA Thresholds to provide to the counties.

Planning Section E-Mail Address: eoc-plans@em.myflorida.com

Internet: <http://www.floridadisaster.org>

STATE OF FLORIDA

OFFICE OF THE GOVERNOR

EXECUTIVE ORDER NUMBER 16-230

(Emergency Management – Hurricane Matthew)

WHEREAS, Hurricane Matthew is a major hurricane traveling north through the central part of the Caribbean Sea;

WHEREAS, the five-day forecast from the National Hurricane Center suggests that large portions of the East Coast of Florida may face significant impacts from Hurricane Matthew;

WHEREAS, Hurricane Matthew poses a severe threat to the entire State of Florida and requires that timely precautions are taken to protect the communities, critical infrastructure, and general welfare of this State;

WHEREAS, as Governor, I am responsible to meet the dangers presented to this state and its people by this emergency; and,

NOW, THEREFORE, I, RICK SCOTT, as Governor of Florida, by virtue of the authority vested in me by Article IV, Section 1(a) of the Florida Constitution and by the Florida Emergency Management Act, as amended, and all other applicable laws, promulgate the following Executive Order, to take immediate effect:

Section 1. Because of the foregoing conditions, I declare that a state of emergency exists in every county in the State of Florida due to the severity and magnitude of this storm.

Section 2. I designate the Director of the Division of Emergency Management as the State Coordinating Officer for the duration of this emergency and direct him to

execute the State's Comprehensive Emergency Management Plan and other response, recovery, and mitigation plans necessary to cope with the emergency. Pursuant to section 252.36(1)(a), Florida Statutes, I delegate to the State Coordinating Officer the authority to exercise those powers delineated in sections 252.36(5)–(10), Florida Statutes, which he shall exercise as needed to meet this emergency, subject to the limitations of section 252.33, Florida Statutes. In exercising the powers delegated by this Order, the State Coordinating Officer shall confer with the Governor to the fullest extent practicable. The State Coordinating Officer shall also have the authority to:

A. Invoke and administer the Emergency Management Assistance Compact ("EMAC") (sections 252.921-.933, Florida Statutes) and other compacts and agreements existing between the State of Florida and other states, and the further authority to coordinate the allocation of resources from such other states that are made available to Florida under such compacts and agreements so as best to meet this emergency.

B. Seek direct assistance and enter into agreements with any and all agencies of the United States Government as may be needed to meet the emergency.

C. Direct all state, regional and local governmental agencies, including law enforcement agencies, to identify personnel needed from those agencies to assist in meeting the needs created by this emergency, and to place all such personnel under the direct command and coordination of the State Coordinating Officer to meet this emergency.

D. Designate Deputy State Coordinating Officers.

E. Suspend the effect of any statute, rule, or order that would in any way prevent, hinder, or delay any mitigation, response, or recovery action necessary to cope with this emergency.

F. Enter orders as may be needed to implement any of the foregoing powers; however, the requirements of sections 252.46 and 120.54(4), Florida Statutes, do not apply to any such orders issued by the State Coordinating Officer.

Section 3. I order the Adjutant General to activate the Florida National Guard, as needed, to deal with this emergency.

Section 4. I find that the special duties and responsibilities resting upon some State, regional, and local agencies and other governmental bodies in responding to the emergency may require them to waive or deviate from the statutes, rules, ordinances, and orders they administer. Therefore, I issue the following authorizations:

A. Pursuant to section 252.36(1)(a), Florida Statutes, the Executive Office of the Governor may waive all statutes and rules affecting budgeting to the extent necessary to provide budget authority for state agencies to cope with this emergency. The requirements of sections 252.46 and 120.54(4), Florida Statutes, do not apply to any such waiver issued by the Executive Office of the Governor.

B. Each State agency may suspend the provisions of any regulatory statute prescribing the procedures for conduct of state business or the orders or rules of that agency, if strict compliance with the provisions of any such statute, order, or rule would in any way prevent, hinder, or delay necessary action in coping with the emergency. This includes, but is not limited to, the authority to suspend any and all statutes, rules, ordinances, or orders which affect leasing, printing, purchasing, travel, and the condition of employment and the compensation of employees. For the purposes of this Executive Order, "necessary action in coping with the emergency" means any emergency mitigation, response, or recovery action: (1) prescribed in the State Comprehensive Emergency

Management Plan (“CEMP”); or, (2) directed by the State Coordinating Officer. Any waiver of statutes, rules, ordinances, or orders shall be by emergency rule or order in accordance with sections 120.54(4) and 252.46, Florida Statutes, and shall expire thirty days from the date of this Executive Order, unless extended in increments of no more than thirty days by the agency, and in no event shall remain in effect beyond the earlier of the date of expiration of this Order, as extended, or ninety (90) days from the date of issuance of this Order.

C. In accordance with section 252.38, Florida Statutes, each political subdivision within the State of Florida may waive the procedures and formalities otherwise required of the political subdivision by law pertaining to:

- 1) Performance of public work and taking whatever prudent action is necessary to ensure the health, safety, and welfare of the community;
- 2) Entering into contracts;
- 3) Incurring obligations;
- 4) Employment of permanent and temporary workers;
- 5) Utilization of volunteer workers;
- 6) Rental of equipment;
- 7) Acquisition and distribution, with or without compensation, of supplies, materials, and facilities; and,
- 8) Appropriation and expenditure of public funds.

D. All agencies whose employees are certified by the American Red Cross as disaster service volunteers within the meaning of Section 110.120(3), Florida Statutes,

may release any such employees for such service as requested by the Red Cross to meet this emergency.

E. The Department of Transportation (DOT) may:

1) Waive the collection of tolls and other fees and charges for the use of the Turnpike and other public highways, to the extent such waiver may be needed to provide emergency assistance or facilitate the evacuation of the affected counties;

2) Reverse the flow of traffic or close any and all roads, highways, and portions of highways as may be needed for the safe and efficient transportation of evacuees to those counties that the State Coordinating Officer may designate as destination counties for evacuees in this emergency;

3) Suspend enforcement of the registration requirements pursuant to sections 316.545(4) and 320.0715, Florida Statutes, for commercial motor vehicles that enter Florida to provide emergency services or supplies, to transport emergency equipment, supplies or personnel, or to transport FEMA mobile homes or office style mobile homes into or from Florida;

4) Waive the hours of service requirements for such vehicles;

5) Waive by special permit the warning signal requirements in the Utility Accommodations Manual to accommodate public utility companies from other jurisdictions which render assistance in restoring vital services; and,

6) Waive the size and weight restrictions for divisible loads on any vehicles transporting emergency equipment, services, supplies, and agricultural commodities and citrus as recommended by the Commissioner of Agriculture, allowing the establishment of alternate size and weight restrictions for all such vehicles for the

duration of the emergency. The DOT shall issue permits and such vehicles shall be subject to such special conditions as the DOT may endorse on any such permits.

Nothing in this Executive Order shall be construed to allow any vehicle to exceed weight limits posted for bridges and like structures, or relieve any vehicle or the carrier, owner, or driver of any vehicle from compliance with any restrictions other than those specified in this Executive Order, or from any statute, rule, order, or other legal requirement not specifically waived herein or by supplemental order by the State Coordinating Officer;

F. The Executive Director of the Department of Highway Safety and Motor Vehicles (DHSMV) may:

- 1) Suspend enforcement of the registration requirements pursuant to sections 316.545(4) and 320.0715, Florida Statutes, for commercial motor vehicles that enter Florida to provide emergency services or supplies, to transport emergency equipment, supplies or personnel, or to transport FEMA mobile homes or office style mobile homes into or from Florida;

- 2) Waive the hours of service requirements for such vehicles;

- 3) Suspend the enforcement of the licensing and registration requirements under the International Fuel Tax Agreement (IFTA) pursuant to Chapter 207 Florida Statutes, and the International Registration Plan (IRP) pursuant to section 320.0715, Florida Statutes, for motor carriers or drivers operating commercial motor vehicles that are properly registered in other jurisdictions and that are participating in emergency relief efforts through the transportation of equipment and supplies or providing other assistance in the form of emergency services;

4) Waive fees for duplicate or replacement vessel registration certificates, vessel title certificates, vehicle license plates, vehicle registration certificates, vehicle tag certificates, vehicle title certificates, handicapped parking permits, replacement drivers' licenses, and replacement identification cards and to waive the additional fees for the late renewal of or application for such licenses, certificates, and documents due to the effects of adverse weather conditions; and,

5) Defer administrative actions and waive fees imposed by law for the late renewal or application for the above licenses, certificates, and documents, which were delayed due to the effects of adverse weather conditions, including in counties wherein the DHSMV has closed offices, or any office of the County Tax Collector that acts on behalf of the DHSMV to process renewals has closed offices due to adverse weather conditions.

Recordkeeping and other applicable requirements for existing IFTA and IRP licensees and registrants are not affected by this order. The DHSMV shall promptly notify the State Coordinating Officer when the waiver is no longer necessary.

G. In accordance with section 465.0275, Florida Statutes, pharmacists may dispense up to a 30-day emergency prescription refill of maintenance medication to persons who reside in an area or county covered under this Executive Order and to emergency personnel who have been activated by their state and local agency but who do not reside in an area or county covered by this Executive Order.

H. All State agencies responsible for the use of State buildings and facilities may close such buildings and facilities in those portions of the State affected by this emergency, to the extent to meet this emergency. I direct each State agency to report the closure of any State building or facility to the Department of Management Services.

Furthermore, I direct the Department of Management Services to maintain an accurate and up-to-date list of all such closures.

I. All State agencies may abrogate the time requirements, notice requirements, and deadlines for final action on applications for permits, licenses, rates, and other approvals under any statutes or rules under which such application are deemed to be approved unless disapproved in writing by specified deadlines, and all such time requirements that have not yet expired as of the date of this Executive Order are suspended and tolled to the extent needed to meet this emergency.

Section 5. All public facilities, including elementary and secondary schools, community colleges, state universities, and other facilities owned or leased by the state, regional or local governments that are suitable for use as public shelters shall be made available at the request of the local emergency management agencies to ensure the proper reception and care of all evacuees.

Section 6. I find that the demands placed upon the funds appropriated to the agencies of the State of Florida and to local agencies are unreasonably great and may be inadequate to pay the costs of coping with this disaster. In accordance with section 252.37(2), Florida Statutes, I direct that sufficient funds be made available, as needed, by transferring and expending moneys appropriated for other purposes, moneys from unappropriated surplus funds, or from the Budget Stabilization Fund.

Section 7. All State agencies entering emergency final orders or other final actions in response to this emergency shall advise the State Coordinating Officer contemporaneously or as soon as practicable.

Section 8. Medical professionals and workers, social workers, and counselors with good and valid professional licenses issued by states other than the State of Florida may render such services in Florida during this emergency for persons affected by this emergency with the condition that such services be rendered to such persons free of charge, and with the further condition that such services be rendered under the auspices of the American Red Cross or the Florida Department of Health.

Section 9. Pursuant to section 501.160, Florida Statutes, it is unlawful and a violation of section 501.204 for a person to rent or sell or offer to rent or sell at an unconscionable price within the area for which the state of emergency is declared, any essential commodity including, but not limited to, supplies, services, provisions, or equipment that is necessary for consumption or use as a direct result of the emergency.

Section 10. Under the authority contained in sections 252.36(5)(a), (g), and (m), Florida Statutes, I direct that, for the purposes of this emergency, the term “essentials”, as defined by section 252.359(2), Florida Statutes, shall be the same as and no more expansive than the term “commodity”, as defined by section 501.160(1)(a), Florida Statutes (hereinafter referred to collectively or alternatively as “essential commodities”). Accordingly, any person who delivers essential commodities to a location in the area(s) declared to be under a state of emergency by this Executive Order, and when necessary to ensure that those commodities are made available to the public, may travel within evacuated areas and exceed curfews, provided the State Coordinating Officer determines, after consultation with the appropriate Emergency Support Function(s), that:

A. Law enforcement officials in the declared area(s) can provide adequate security to protect the essential commodities from theft;

B. The weight of a delivery vehicle will not jeopardize the structural integrity of any roadway or bridge located within the declared area;

C. Delivery vehicles will not negatively impact evacuation activities in the declared area(s); and,

D. Delivery vehicles will not negatively impact any response or recovery activities occurring within the declared area(s).

After consulting with the appropriate Emergency Support Function(s), and after consulting with local officials, the State Coordinating Officer may dictate the routes of ingress, egress, and movement within the declared area(s) that drivers must follow when delivering essential commodities.

Provided he or she is actually delivering medications, any person authorized to deliver medications under chapter 893, Florida Statutes, qualifies as a person delivering essential commodities.

In order to qualify as a person delivering essential commodities under this section, a person must be in the process of delivering essential commodities only. If an individual is transporting both essential and non-essential commodities, then this section shall not provide any authorization for that individual to enter into or move within the declared area(s).

Section 11. Consistent with Executive Order 80-29, nothing in this Order shall prevent local jurisdictions in any area not declared to be under a state of emergency by this Executive Order from taking prompt and necessary action to save lives and protect the property of their citizens, including the authority to compel and direct timely evacuation when necessary.

Section 12. I authorize the Florida Housing Finance Corporation to distribute funds pursuant to section 420.9073, Florida Statutes, to any county, municipality, or other political subdivision located within the area(s) declared to be under a state of emergency by this executive order. The authority of the Florida Housing Finance Corporation to distribute funds under this state of emergency shall expire six months from the date of this Order.

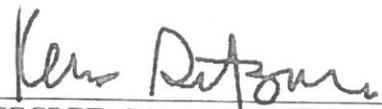
Section 13. All actions taken by the Director of the Division of Emergency Management with respect to this emergency before the issuance of this Executive Order are ratified. This Executive Order shall expire sixty days from this date unless extended.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Florida to be affixed, at Tallahassee, this 3rd day of October, 2016.




GOVERNOR

ATTEST:


SECRETARY OF STATE

FILED
2016 OCT -3 PM 3:03
TALLAHASSEE, FLORIDA

FY 16-17 Public Assistance Disaster Relief Thresholds

State	Population (2010 Census)	Per Capita	Total
Florida Total	18,801,310	\$1.43	\$26,885,873.30
County	Population (2010 Census)	Per Capita	County Threshold
Alachua	247,336	\$3.61	\$ 892,882.96
Baker	27,115	\$3.61	\$ 97,885.15
Bay	168,852	\$3.61	\$ 609,555.72
Bradford	28,520	\$3.61	\$ 102,957.20
Brevard	543,376	\$3.61	\$ 1,961,587.36
Broward	1,748,066	\$3.61	\$ 6,310,518.26
Calhoun	14,625	\$3.61	\$ 52,796.25
Charlotte	159,978	\$3.61	\$ 577,520.58
Citrus	141,236	\$3.61	\$ 509,861.96
Clay	190,865	\$3.61	\$ 689,022.65
Collier	321,520	\$3.61	\$ 1,160,687.20
Columbia	67,531	\$3.61	\$ 243,786.91
DeSoto	34,862	\$3.61	\$ 125,851.82
Dixie	16,422	\$3.61	\$ 59,283.42
Duval	864,263	\$3.61	\$ 3,119,989.43
Escambia	297,619	\$3.61	\$ 1,074,404.59
Flagler	95,696	\$3.61	\$ 345,462.56
Franklin	11,549	\$3.61	\$ 41,691.89
Gadsden	46,389	\$3.61	\$ 167,464.29
Gilchrist	16,939	\$3.61	\$ 61,149.79
Glades	12,884	\$3.61	\$ 46,511.24
Gulf	15,863	\$3.61	\$ 57,265.43
Hamilton	14,799	\$3.61	\$ 53,424.39
Hardee	27,731	\$3.61	\$ 100,108.91
Hendry	39,140	\$3.61	\$ 141,295.40
Hernando	172,778	\$3.61	\$ 623,728.58
Highlands	98,786	\$3.61	\$ 356,617.46
Hillsborough	1,229,226	\$3.61	\$ 4,437,505.86
Holmes	19,927	\$3.61	\$ 71,936.47
Indian River	138,028	\$3.61	\$ 498,281.08
Jackson	49,746	\$3.61	\$ 179,583.06
Jefferson	14,761	\$3.61	\$ 53,287.21
Lafayette	8,870	\$3.61	\$ 32,020.70
Lake	297,052	\$3.61	\$ 1,072,357.72
Lee	618,754	\$3.61	\$ 2,233,701.94
Leon	275,487	\$3.61	\$ 994,508.07
Levy	40,801	\$3.61	\$ 147,291.61
Liberty	8,365	\$3.61	\$ 30,197.65
Madison	19,224	\$3.61	\$ 69,398.64

County	Population (2010 Census)	Per Capita	County Threshold
Manatee	322,833	\$3.61	\$ 1,165,427.13
Marion	331,298	\$3.61	\$ 1,195,985.78
Martin	146,318	\$3.61	\$ 528,207.98
Miami-Dade	2,496,435	\$3.61	\$ 9,012,130.35
Monroe	73,090	\$3.61	\$ 263,854.90
Nassau	73,314	\$3.61	\$ 264,663.54
Okaloosa	180,822	\$3.61	\$ 652,767.42
Okeechobee	39,996	\$3.61	\$ 144,385.56
Orange	1,145,956	\$3.61	\$ 4,136,901.16
Osceola	268,685	\$3.61	\$ 969,952.85
Palm Beach	1,320,134	\$3.61	\$ 4,765,683.74
Pasco	464,697	\$3.61	\$ 1,677,556.17
Pinellas	916,542	\$3.61	\$ 3,308,716.62
Polk	602,095	\$3.61	\$ 2,173,562.95
Putnam	74,364	\$3.61	\$ 268,454.04
Santa Rosa	151,372	\$3.61	\$ 546,452.92
Sarasota	379,448	\$3.61	\$ 1,369,807.28
Seminole	422,718	\$3.61	\$ 1,526,011.98
Saint Johns	190,039	\$3.61	\$ 686,040.79
Saint Lucie	277,789	\$3.61	\$ 1,002,818.29
Sumter	93,420	\$3.61	\$ 337,246.20
Suwannee	41,551	\$3.61	\$ 149,999.11
Taylor	22,570	\$3.61	\$ 81,477.70
Union	15,535	\$3.61	\$ 56,081.35
Volusia	494,593	\$3.61	\$ 1,785,480.73
Wakulla	30,776	\$3.61	\$ 111,101.36
Walton	55,043	\$3.61	\$ 198,705.23
Washington	24,896	\$3.61	\$ 89,874.56

US Department of Commerce, Census Bureau, 2010 Census PL 94-171 redistricting summary data file, March 17, 2011.

Retrieved from <http://edr.state.fl.us/Content/population-demographics/2010-census/data/index.cfm> on March 30, 2011.

FY 14-15 State Per Capita = \$1.41 County Per Capita = \$3.50
FY 15-16 State Per Capita = \$1.41 County Per Capita = \$3.57

PRELIMINARY DAMAGE ASSESSMENT SUMMARY REPORT

DATE

10/13/16

PART I - APPLICANT / INSPECTOR INFORMATION

COUNTY Broward	APPLICANT City of West Park	APPLICANT CONTACT / E-MAIL abalogun@cityofwestpark.org	PHONE 954-989-2688
INSPECTORS/AGENCY:		E-MAIL	PHONE
Local	City of West Park	abalogun@cityofwestpark.org	954-989-2688
State	0	0	0
Federal	0	0	0

PART II - BUDGET & COST ESTIMATE-SUMMARY (Complete Category Pages First THIS IS REQUIRED)

POPULATION		TOTAL BUDGET		MAINTENANCE BUDGET		DATE FY BEGINS
14,156		Approved	Balance	Approved	Balance	10/1/2016
CATE-GORY	NO. OF SITES	TYPES OF DAMAGE		TOTAL CATEGORY ESTIMATE - APPLICANT	TOTAL CATEGORY ESTIMATE - TEAM	POTENTIAL LOCAL FUNDS AVAILABLE
A		Debris Clearance		\$0	\$0	\$0
B		Protective Measures		\$25,000	\$0	\$0
C		Road Systems		\$0	\$0	\$0
D		Water Control Facilities		\$0	\$0	\$0
E		Public Buildings and Equipment		\$0	\$0	\$0
F		Public Utilities		\$0	\$0	\$0
G		Parks/Other		\$0	\$0	\$0
				TOTAL	TOTAL	TOTAL
				\$25,000	\$0	\$0
Damage Cost Estimate - Corps of Engineers=				Damage Cost Estimate - NRCS=		
Damage Cost Estimate - FHWA=				NRCS = National Resource Conservation Service FHWA = Federal Highway Administration		

PART III - OVERALL DISASTER IMPACT (Use Additional Sheets if Necessary) THIS IS REQUIRED INFORMATION.

A. GENERAL IMPACT:

1. Identify and describe the damages that constitute a health and/or safety hazard to the general public.
The City removed debris and potential projectiles from roadway and public right-of-ways. Staff and contractors went out for preparedness and recovery.
2. Describe the population adversely affected directly or indirectly by the loss of or the damage to these public facilities.
This is not applicable. There was no loss or damage to public facilities.
3. What economic activities are adversely affected by the loss of the public facilities or the damage to the facilities?
This is not applicable. There was no loss or damage to public facilities.

B. RESPONSE CAPABILITY:

1. Describe how the applicant intends to repair the damage and the schedule to accomplish the work.
The City of West Park had its staff and contractors complete preparedness and recovery tasks (building shutters, debris, code enforcement, etc.). There wasn't any loss or damage to any public facilities.
2. Describe the source and availability of funds to accomplish the repairs.
As these were unexpected and unbudgeted, the City is seeking reimbursement for expensed that were incurred for preparedness and recovery of Hurricane Matthew.
3. How quickly can the damages be repaired without degradation of public services?
The City has already completed its preparedness and recovery. There was no loss or damage to any public facilities. However, we had to suspend services that would have been conducted at our public facilities (senior program, after school program, permitting, etc.).

C. IMPACT ON PUBLIC SERVICES IF A DECLARATION IS NOT MADE: (e.g., Defer permanent repairs, impact ongoing services, improvements, etc.)

This is not applicable.



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

Agenda #: 10A (ii)

To: City Commission **Date:** October 19, 2016

Through: W. Ajibola Balogun, City Manager

From: Debon Campbell, Special Projects and Intergovernmental Affairs Liaison

Re: **Update on Florida Department of State Division of Cultural Affairs, Cultural Facilities Panel Review**

Due to Hurricane Matthew and Governor Rick Scott declaring a State of Emergency, the Florida Department of State Division of Cultural Facilities Grant Panel Review that was scheduled for October 5, 2016 in Orlando was rescheduled to Wednesday, October 26, 2016 in Tallahassee. We are currently making arrangements to attend this panel review.

In partnership between the City, Miami-Dade Public Schools and Broward County, we are on the verge of receiving the fully executed Operating Agreement for McTyre Park from both Miami-Dade Public Schools and Broward County. This has been a rigorous process getting the operating agreement moved through. We were able to get both Miami-Dade Public Schools and Broward County to pass resolutions agreeing to have their perspective administrators finalize negotiations and execute the agreement. Having the attached resolutions in place plays a crucial role in ensuring this process was timely.

Currently, the Broward County Attorney's office is reviewing the updated second amendment which contains a few revisions made by Miami-Dade Public School staff and the School Board Attorney's office. We anticipate the agreement being executed relatively soon.

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

/attch

END OF MEMORANDUM

Debon Campbell

From: Bhogaita, Purvi <PBHOGAITA@broward.org>
Sent: Friday, October 14, 2016 11:54 AM
To: Rowlee, James
Cc: Martin, Joseph; Jefferson, Alphonso; Debon Campbell
Subject: FW: City of West Park - McTyre Park Facility Operations Agreement
Attachments: Second Amendment to Lease Agmt with Broward County with additional district comments as of 10.14.16.doc

Jim, We received the attached response form the School Board of Miami-Dade County. If you are ok with it, I will send a reply back to them so that they can have the amendment routed to the State. Thank you.



Purvi A. Bhogaita
Real Property Director
Public Works Department
Facilities Management Division-Real Property Section
*115 S. Andrews Avenue, Room 501
Ft. Lauderdale, Florida 33301
Telephone: 954-357-7333
Facsimile: 954-357-5544
Email: pbhogaita@broward.org*

From: Cil-alvarado, Marta [mailto:MartaC@dadeschools.net]
Sent: Friday, October 14, 2016 10:47 AM
To: Bhogaita, Purvi <PBHOGAITA@broward.org>
Cc: Levine, Michael <MLevine@dadeschools.net>; Craft, Ana R. <ACraft@dadeschools.net>; rhernandez@broward.org; Martin, Joseph <JOSMARTIN@broward.org>; Debon Campbell <DCampbell@cityofwestpark.org>
Subject: RE: City of West Park - McTyre Park Facility Operations Agreement

Good morning Ms. Bhogaita,

In response to the changes proposed by Broward County, attached is the updated Second Amendment which contains a few additional revisions made by District staff and the School Board Attorney's office. As you will note, the majority of the County's changes have been accepted and incorporated into the document as blackline; the only changes showing are the District's latest revisions.

Please let us know if the attached Second Amendment is acceptable to Broward County, at which point we can finalize same and forward to the State as required under Section X. Please note that the District cannot route the document for execution until we receive the State's response.

In the meantime, if you have any questions, please do not hesitate to contact me. Thank you.

Marta Cil-Alvarado | Coordinator III | Planning, Design and Sustainability

1450 NE 2 Avenue, Room 524 | Miami, Florida 33132
Direct Line: 305.995.2867 | Fax: 305.995.4760 | martac@dadeschools.net

From: Bhogaita, Purvi [<mailto:PBHOGAITA@broward.org>]
Sent: Wednesday, August 31, 2016 10:38 AM
To: Levine, Michael; 'abalogun@cityofwestpark.org'; Cil-alvarado, Marta; Rijo-conde, Ana F.
Cc: Hernandez, Roberto; Jefferson, Alphonso; Meyers, Andrew; Rowlee, James
Subject: RE: City of West Park - McTyre Park Facility Operations Agreement

Good Morning,

Attached is the Second Amendment to the Sublease Agreement with comments and revisions from our attorneys. Most of the changes made were to standardize the Amendment to the County's form agreements.

However, the Attorneys' office raised one issue related to providing a written notice to the State pursuant to Section X of the 2000 Lease between the State and the School Board. Please advise as to whether a notice was given?

If you have any questions, please do not hesitate to contact me.

Thank you.



Purvi A. Bhogaita
Real Property Director
Public Works Department
Facilities Management Division-Real Property Section
115 S. Andrews Avenue, Room 501
Ft. Lauderdale, Florida 33301
Telephone: 954-357-7333
Facsimile: 954-357-5544
Email: pbhogaita@broward.org

From: Martin, Joseph
Sent: Thursday, August 25, 2016 4:48 PM
To: Bhogaita, Purvi <PBHOGAITA@broward.org>
Subject: Fwd: City of West Park - McTyre Park Facility Operations Agreement

Regards,

Joe Martin

Begin forwarded message:

From: "Levine, Michael" <MLevine@dadeschools.net>
Date: August 25, 2016 at 4:45:16 PM EDT
To: "rhernandez@broward.org" <rhernandez@broward.org>
Cc: "josmartin@broward.org" <josmartin@broward.org>, "abalogun@cityofwestpark.org" <abalogun@cityofwestpark.org>, "Rijo-conde, Ana F." <ARijo@dadeschools.net>, "Cil-alvarado, Marta" <MartaC@dadeschools.net>
Subject: FW: City of West Park - McTyre Park Facility Operations Agreement

Mr. Hernandez: As you know, Broward County staff have been in contact with Ms. Cil-Alvarado concerning a request from the City of West Park for the School Board and Broward County to extend the term of the existing lease agreement between the School Board and Broward County beyond October 19, 2023 for the continued operation of McTyre Park. In that regard, please note the below correspondence from Mr. Ajibola Balogun, City Manager, City of West Park, and attached documents related to this matter. Mr. Balogun has indicated that one of the City's potential funding agencies is requiring documentation from the School Board prior to October 5, 2016, that it intends to extend the term of the lease agreement to at least June 30, 2028. As you know, at the request of Broward County, School District staff are prepared to take the attached agenda item to the School Board at its meeting of September 7, 2016. Approval of the item by the School Board and concurrence by Broward County would extend the term to September 10, 2050. If this item does not go to the School Board on September 7, 2016, School District staff will be unable to provide documentation to Mr. Balogun by the October 5th deadline verifying an extension of the lease term. In order to remain on the September 7th School Board agenda, we will require direction from Broward County no later than Monday, August 29th, at 4:30 pm. If you have any questions in this regard, please feel free to call me at the below telephone number.

Michael A. Levine
Executive Director
Miami-Dade County Public Schools
Department of Planning, Design and Sustainability
1450 NE 2 Avenue, Room 525
Miami, Fl. 33132

mlevine@dadeschools.net
(305) 995-7288

From: Balogun, W. Ajibola [<mailto:abalogun@cityofwestpark.org>]
Sent: Friday, August 19, 2016 7:05 PM
To: Torrens, Jaime G.
Cc: Rijo-conde, Ana F.; Regueira, Eva M.; Levine, Michael; Bailey, Mario (MBailey@bplegal.com); Aubrun, Carol; Prebal, Maritza; Debon Campbell
Subject: City of West Park - McTyre Park Facility Operations Agreement
Importance: High

Mr. Torrens,

Good afternoon! As I indicated during our telephone conference on June 29, 2016, one of our potential funding agencies (Florida Department of State, Division of Cultural Affairs), just submitted the attached request for the City to: *"Provide a letter showing that the School Board of Miami-Dade County intends to renew their lease with Broward County so that Broward County may renew your City's Operating Agreement for the park and that the County will extend the Operating Agreement. The grant review panel will have concerns about the Operating Agreement statement referenced above: "However, in no event shall the term of this Agreement extend beyond October 19, 2023." The lease term should be extended to at least June 30, 2028 to comply with program requirements."* Attached is the copy of the request (e-mail dated August 1, 2016). The Department is making the request as part of their review of our Cultural Facilities 2018 Funding Application for McTyre Park.

We have secured the attached letter from Broward County regarding their intent to continue subleasing the Park to the City. As a result, we respectfully ask that you provide a similar letter. We are required to present the letter during our presentation to the application review panel in Orlando on October 5, 2016.

Should you have any questions or comments, please do not hesitate to call me at 954.989.2688.

Thanks,
Ajibola Balogun
City Manager
City of West Park

Under Florida law, most e-mail messages to or from Broward County employees or officials are public records, available to any person upon request, absent an exemption. Therefore, any e-mail message to or from the County, inclusive of e-mail addresses contained therein, may be subject to public disclosure.

Under Florida law, most e-mail messages to or from Broward County employees or officials are public records, available to any person upon request, absent an exemption. Therefore, any e-mail message to or from the County, inclusive of e-mail addresses contained therein, may be subject to public disclosure.

Office of School Facilities
Jaime G. Torrens, Chief Facilities Officer

SUBJECT: AUTHORIZE THE SUPERINTENDENT TO FINALIZE NEGOTIATIONS AND EXECUTE AN AMENDMENT TO THE LEASE AGREEMENT BETWEEN THE SCHOOL BOARD AND THE BOARD OF COUNTY COMMISSIONERS OF BROWARD COUNTY FOR AN APPROXIMATE 13-ACRE SITE LOCATED IN BROWARD COUNTY AND UTILIZED AS MCTYRE PARK, TO EXTEND THE TERM OF THE AGREEMENT FOR THE PERIOD ENDING SEPTEMBER 10, 2050, IN ORDER TO FACILITATE FUTURE EXPENDITURES WITHIN THE PARK

COMMITTEE: FACILITIES AND CONSTRUCTION

LINK TO STRATEGIC BLUEPRINT: EFFECTIVE AND SUSTAINABLE BUSINESS PRACTICES

Background

Since 1957, the School Board ("Board") and State of Florida ("State") have each held a 50% undivided interest in a 17.1-acre parcel of land, located in Broward County ("Site"). A 4-acre portion of the Site houses the WLRN transmission tower and associated facilities, and an approximate 13-acre portion of the Site is leased to the Board of County Commissioners of Broward County ("Broward County") for use as a community park, known as McTyre Park ("Park"), pursuant to a lease agreement between the parties ("Lease Agreement"). The Park is operated by the Town of West Park ("Town") under an operating agreement between the Town and Broward County. The Town is seeking a funding appropriation for capital construction projects and other site development activities at the Park, but must demonstrate long term use of the Park in order to secure such funding. Broward County has long term use of the State's 50% undivided interest through September 10, 2050, under separate agreements between the State, Broward County and School Board. As a result, Broward County has requested that the term of the Lease Agreement for the School Board's 50% undivided interest, which expires on October 19, 2023, be extended through September 10, 2050, to coincide with its use of the State's 50% undivided interest. All other terms and conditions of the Lease Agreement will remain unchanged.

Proposed Amendment to the Lease Agreement

The Chief Facilities Officer and WLRN General Manager recommend amending the Lease Agreement with Broward County to extend the term thereof through September 10, 2050.

Accordingly, it is recommended that the Lease Agreement for the School Board's 50% undivided interest in the Site be amended to provide for the current expiration date of October 19, 2023, to be extended to September 10, 2050.

All other terms and conditions of the Lease Agreement shall remain in place, including the following:

- rent at \$1 per year;
- subject to review and approval by the District, Broward County may make improvements to the Park, at the County's sole cost and expense;
- Broward County shall be responsible for maintenance and upkeep of the Park; and
- the Board may cancel the Lease Agreement at any time, with 90 days prior written notice.

The proposed Amendment to Lease Agreement has been reviewed by the School Board Attorney's Office and the Office of Risk and Benefits Management for legal sufficiency and risk management issues, respectively, and found to be in compliance.

RECOMMENDED:

That The School Board of Miami-Dade County, Florida, authorize the Superintendent to finalize negotiations and execute an amendment to the Lease Agreement between the School Board and the Board of County Commissioners of Broward County for an approximate 13-acre site located in Broward County and utilized as McTyre Park, to extend the term of the Agreement for the period ending September 10, 2050, in order to facilitate future expenditures within the Park, under, substantially, the terms and conditions noted above.

MCA:mca



Broward County Commission Regular Meeting 21.
 Meeting Date: 09/20/2016
 Director's Name: Thomas Hutka
 Department: Public Works Division: Real Property

Information

Requested Action

MOTION TO AUTHORIZE County Administrator to take administrative actions necessary to execute Second Amendment to the McTyre Park Lease between Broward County and the School Board of Miami-Dade County, and the First Amendment to the McTyre Park Operating Agreement between Broward County and City of West Park, in substantially the forms attached, subject to approval of the Office of the County Attorney; extending the term of the two agreements to September 10, 2050. **(Commission District 8)**

(Transferred to the Consent Agenda.)

ACTION: (T-10:36 AM) Approved.

VOTE: 8-0. Commission District 3 is open.

Why Action is Necessary

Board of County Commissioners' approval is required to delegate authority to the County Administrator to enter into agreements.

What Action Accomplishes

Allows the City of West Park to secure funding from the State of Florida for site improvements within McTyre Park.

Is this Action Goal Related

Previous Action Taken

None.

Summary Explanation/Background

THE PUBLIC WORKS DEPARTMENT/FACILITIES MANAGEMENT DIVISION/REAL PROPERTY SECTION RECOMMENDS APPROVAL OF THE ABOVE MOTION.

The State of Florida and the School Board of Miami-Dade County each own a 50% undivided interest in a 17.1-acre parcel of land located at 3501 Southwest 56th Avenue in West Park, approximately four acres of which houses the WLRN and Broward County E-911 telecommunications towers and approximately 13 acres of which is used as McTyre Park. Since 1969, the County has leased this parcel through a series of lease agreements and modification agreements. In 2009, the County and the City of West Park entered into an Operating Agreement which provides that the City is responsible for the maintenance, operation, and oversight of the Park. The Agreement also provides that the County contribute \$12,000 annually towards maintenance and operation. Currently, both the Lease and Operating Agreements terminate on October 19, 2023.

The City of West Park has requested an extension of the Operating Agreement through September 10, 2050 in order to secure funding from the State of Florida for site improvements within McTyre Park. In order for the City to be eligible for the funding, the terms of both the Lease and Operating Agreement will need to be extended. All other terms and conditions of the agreements will remain the same.

The City of West Park has indicated that the State grant review panel will meet on October 5, 2016 to review the City's grant application. Due to the short timeframe, staff is requesting the County Administrator have the authority to execute the amendments on behalf of the County, subject to approval by the Office of the County Attorney.

Source of Additional Information

Purvi A. Bhogaita, Director, Real Property Section, 954-357-7333
Thomas J. Hutka, P.E., Director, Public Works Department, 954-357-6410

Fiscal Impact

Fiscal Impact/Cost Summary:

Broward County will pay \$12,000 annually to the City of West Park towards maintenance costs through the term of the Operating Agreement as amended.

Attachments

[Exhibit 1 - Draft First Amendment to McTyre Park's Operating Agreement](#)

[Exhibit 2 - Draft Second Amendment to Lease](#)

[Exhibit 3 - Aerial Location Map](#)



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

Agenda #: 10A (iii)

To: City Commission **Date:** October 19, 2016

Through: W. Ajibola Balogun, City Manager

From: Debon Campbell, Special Projects and
Intergovernmental Affairs Liaison

Re: **Update on Activities Regarding Penny Surtax Referendum**

In an effort to educate residents regarding the November 8, 2016 ballot referendum item on the proposed Penny Surtax, we have updated the City's website to include educational material regarding the proposed surtax. This includes a link to the *A Penny at Work* website which outlines projects within the County and Broward municipalities. There is also a link to a video which illustrates a quick overview of the Penny Surtax referendum. At the November 2, 2016 Commission Meeting, Ms. Ana Bravo, Media Relations and Communications Manager with Broward County Transit will give a presentation explaining how the Penny Surtax will affect the entire County. Additionally, we were able to secure penny lapel pins.

Should you have any questions please don't hesitate to call me.

/atth

END OF MEMORANDUM



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

Agenda Item: 10A (iv)

To: City Commission

Date: October 14, 2016

From: W. Ajibola Balogun
City Manager

Re: Updated Holiday Calendar for November 2016 through December 2017

Attached is the November 2016 through December 2017 Holiday Calendar. As an update to the holiday calendar that we presented last year, we have made changes in the spirit of allowing employees to observe a well-deserved long holiday weekend and at the same time ensuring that the service we provide is not compromised. According to the Employee Manual, we observe Christmas Eve and Christmas Day as holidays. If a holiday falls on a Saturday, it will be observed on the preceding Friday; if a holiday falls on a Sunday, it will be observed the following Monday.

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

END OF MEMORANDUM

CITY OF WEST PARK

HOLIDAY SCHEDULE - 2016 - 2017

Veteran's Day	Friday, November 11, 2016 – Admin. Office Closed & Parks Open Full Day
Thanksgiving Day Holiday	Thursday, November 24, 2016 – Admin. Office Closed & Parks Closed
Day after Thanksgiving (Observed)	Friday, November 25, 2016 – Admin. Office Closed & Parks Closed
Christmas Eve (Observed)	Friday, December 23, 2016 – Admin. Office Closed & Parks Open Half Day
Christmas Eve	Saturday, December 24, 2016 – Admin. Office Closed & Parks Open Half Day
Christmas Day Holiday	Sunday, December 25, 2016 – Admin. Office Closed & Parks Open All Day
Day after Christmas (Observed)	Monday, December 26, 2016 – Admin. Office Closed & Parks Open All Day
New Year's Eve (Observed)	Friday, December 30, 2016 – Admin. Office Closed & Parks Open Half Day
New Year's Eve	Saturday, December 31, 2016 – Admin. Office Closed & Parks Open Half Day
New Year's Day Holiday	Sunday, January 1, 2017 – Admin. Office Closed & Parks Closed
New Year's Day Holiday (Observed)	Monday, January 2, 2017 – Admin. Office Closed & Parks Closed
Martin Luther King, Jr. Day	Monday, January 16, 2017 – Admin. Office Closed & Parks Open All Day
President's Day	Monday, February 20, 2017 – Admin. Office Closed & Parks Open All Day
Memorial Day	Monday, May 29, 2017 – Admin. Office Closed & Parks Open Half Day
Independence Day	Tuesday, July 4, 2017 – Admin. Office Closed & Parks Closed
Labor Day	Monday, September 4, 2017 – Admin. Office Closed & Parks Open Half Day
Columbus Day	Monday, October 9, 2017 – Admin. Office Closed & Parks Open Full Day
Thanksgiving Day Holiday	Thursday, November 23, 2017 – Admin. Office Closed & Parks Closed
Day after Thanksgiving (Observed)	Friday, November 24, 2017 – Admin. Office Closed & Parks Closed
Christmas Eve	Sunday, December 24, 2017 – Admin. Office Closed & Parks Open Half Day
Christmas Day Holiday	Monday, December 25, 2017 – Admin. Office Closed & Parks Open All Day
Day after Christmas (Observed)	Tuesday, December 26, 2017 – Admin. Office Closed & Parks Open All Day
New Year's Eve	Sunday, December 31, 2017 – Admin. Office Closed & Parks Open Half Day

This schedule is in accordance with holidays as established by the City



Cordially invites you to our FREE

HALLOWEEN

SPOOKTACULAR

Date: Friday, October 28, 2016

Time: 6:00 p.m.

Place: McTyre Park

3501 SW 56th Avenue, West Park, FL 33023

Costume Contest!!!

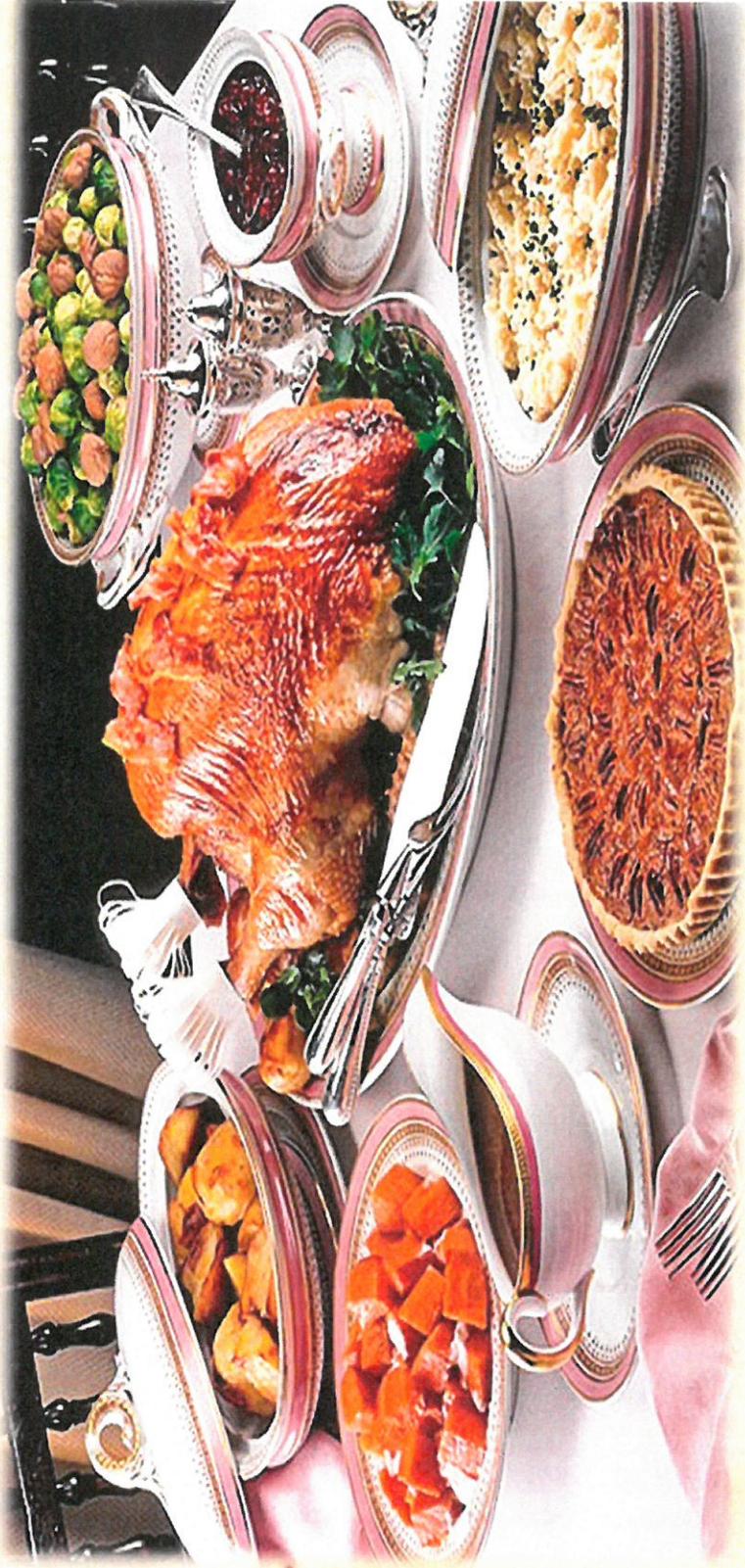
Games and Activities for Children

Haunted Festivities



THE CITY OF WEST PARK

THE MARY KENDRICK ANNUAL THANKSGIVING FEED THE NEEDY FEAST



Date: Tuesday, November 22, 2016

Time: 11:00 am

Place: Mary Saunders Park - 4750 SW 21 St. West Park, FL 33023





City of West Park

Finance Department

September 2016 Budget Report

MEMORANDUM

FINANCE DEPARTMENT

To: Mayor and City Commission

Through: Ajibola Balogun, City Administrator

Date: Thursday, October 13, 2016

Subject: September 2016 Budget Report

With the fiscal year now largely behind us, we have only the remaining year-end accruals of revenues and some expenditures before we formally close the books. While most expenditures have been posted, we have many revenues (mostly associated with taxed utility consumption) that have only 10 months currently posted. We expect to finish the year in essentially a breakeven position, and hopefully slightly in the black.

As noted in our last report and in keeping with past practice and statutory allowance, we will be amending the budgets in October and November to reflect actions or issues that arose during the year.

As of the report date, the City had \$6,451,642 in cash and investments.

Should you need further information, please feel free to contact me.



City of West Park

September 2016 Budget Report

Budget To Actual

City of West Park
Budget To Actual Report
For the Month Ending September 30, 2016

Name	September Monthly Activity	Activity Yeartodate	Outstanding Encumbrances	2016 Annual Budget	Annual Variance To Budget	Percent of Budget Used
General Fund						
Revenue						
Ad Valorem Taxes	(31)	3,373,626	-	3,302,528	(71,098)	102%
First Local Option Fuel Tax	12,773	136,440	-	149,030	12,591	92%
Second Local Option Fuel Tax	9,041	99,142	-	106,997	7,855	93%
Electric Franchise Fee	59,598	432,526	-	509,567	77,040	85%
Solid Waste Franchise Fee	-	455,952	-	455,952	-	100%
Solid Waste Commercial Franch Fee	144	48,281	-	55,000	6,719	88%
Electric Utility Tax	81,477	608,886	-	671,298	62,412	91%
Water Utility Tax	-	145,401	-	168,000	22,599	87%
Communications Services Tax	21,613	231,596	-	296,558	64,963	78%
Propane Utility Tax	428	9,362	-	9,600	238	98%
Local Business Tax	-	148,498	-	100,000	(48,498)	148%
Building Permits	-	20,535	-	20,000	(535)	103%
Other Licenses, Fees & Permits	-	500	-	25,000	24,500	2%
Planning & Zoning Fees	-	62,798	-	15,000	(47,798)	419%
Right Of Way Permit Fees	-	11,623	-	10,000	(1,623)	116%
CDBG	-	109,357	-	178,600	69,243	61%
Street Lighting Revenue	-	16,739	-	15,152	(1,587)	110%
State Food Service Program	9,831	15,941	-	-	(15,941)	NA
DEP Road Grant	-	-	-	700,000	700,000	0%
CSC Crime Prevention	-	62,796	-	73,806	11,010	85%
State Revenue Sharing	39,002	445,278	-	559,274	113,996	80%
Half Cent Sales Tax	75,591	795,576	-	958,537	162,961	83%
Lobbying Registration Fees	-	200	-	500	300	40%
Byrne Grant	-	-	-	5,434	5,434	0%
SR7 Retention Pond Maintenance	-	-	-	30,401	30,401	0%
Shuttle Bus County Revenue	-	5,070	-	20,280	15,210	25%
County Mctyre Park Operating Costs	-	12,000	-	12,000	-	100%
County Landscape Reimbursement	-	-	-	9,329	9,329	0%
County Occupational Licenses	2,960	15,531	-	8,000	(7,531)	194%
County MRF Revenues	-	-	-	191,000	191,000	0%
Lien Searches	2,460	21,585	-	18,000	(3,585)	120%
Police Services	-	35,510	-	500	(35,010)	7102%
Elections Filing Fees	-	840	-	-	(840)	NA
Fire Inspection Fees	-	122,471	-	90,000	(32,471)	136%

Name	September Monthly Activity	Activity Yeartodate	Outstanding Encumbrances	2016 Annual Budget	Annual Variance To Budget	Percent of Budget Used
EMS Transport Revenue	-	191,156	-	275,000	83,844	70%
Excess Bulk Waste Fees	6,731	40,784	-	50,000	9,216	82%
Solid Waste Vehicle Registration Fee	-	-	-	200	200	0%
Recycling Revenue	-	6,106	-	-	(6,106)	NA
Parks And Recreation	875	28,186	-	27,000	(1,186)	104%
Mctyre Park Revenues	95	8,444	-	18,000	9,556	47%
Football and Cheerleading Revenu	-	-	-	1,500	1,500	0%
Special Events	-	925	-	-	(925)	NA
Judgments And Fines	-	31,921	-	200	(31,721)	15961%
Red Light Camera Revenue	7,551	128,825	-	156,310	27,485	82%
Red Light Camera Fines-UTC from Clerk of Court	-	25,370	-	3,000	(22,370)	846%
Red Light Camera -Magistrate Fees	-	400	-	200	(200)	200%
LETF - Federal - Treasury	-	1,410	-	-	(1,410)	NA
LETF - State	-	3,587	-	103,807	100,220	3%
Code Enforcement Fines	-	30,291	-	25,000	(5,291)	121%
Code Fines By Assessment	-	50	-	25,000	24,950	0%
Nuisance Abatement Fees	4,397	36,066	-	45,000	8,934	80%
Code Amnesty Program	-	250,739	-	50,000	(200,739)	501%
Interest	-	12,710	-	12,000	(710)	106%
Special Assessments	531	564	-	-	(564)	NA
Garbage Assessments	558	1,349,632	-	1,297,709	(51,923)	104%
Fire Assessments	-	2,004,350	-	2,170,845	166,495	92%
Solid Waste Permit Fees	-	175,000	-	300,000	125,000	58%
Sale of Recycling Material	-	-	-	12,000	12,000	0%
Sales Of Other Assets	-	667	-	-	(667)	NA
Other Miscellaneous Revenues	-	13,866	-	1,000	(12,866)	1387%
Insurance Proceeds	-	7,026	-	-	(7,026)	NA
Contributions	-	10,690	-	-	(10,690)	NA
Donations - Holiday Toy Giveaway	-	-	-	2,400	2,400	0%
Other Sources: Fund Balance Carried Forward	30,890	370,675.00	-	370,675	-	100%
Other Sources: Fund Balance For Fire Rescue Equipment and Truck Carried Forward	-	284,256	-	309,256	25,000	92%
Total General Fund Revenue	366,514	12,457,755	-	14,021,445	1,563,691	89%

Name	September Monthly Activity	Activity Yeartodate	Outstanding Encumbrances	2016 Annual Budget	Annual Variance To Budget	Percent of Budget Used
Summary of All General Fund						
Total General Fund Revenue	366,514	12,457,755	-	14,021,445	1,563,691	89%
City Commission	10,988	129,019	-	127,258	(1,761)	101%
City Administrator	33,276	464,748	-	470,381	5,633	99%
City Clerk	5,430	71,259	-	75,961	4,702	94%
Finance	1,115	130,680	-	148,864	18,184	88%
City Attorney	-	120,000	-	125,000	4,364	97%
General Services	44,802	475,183	-	494,704	19,522	96%
Police	357,867	4,304,338	-	4,476,659	172,321	96%
Fire Rescue	250,578	3,374,779	-	3,375,697	918	100%
Public Works	40,465	2,101,972	-	2,899,189	797,217	73%
Mary Saunders Park	25,174	398,621	-	397,874	(747)	100%
Juvenile Crime Prevention	3,714	113,601	-	147,882	34,281	77%
McTyre Park	11,574	285,780	-	296,398	10,618	96%
Senior Program	3,811	57,882	-	77,937	20,055	74%
Non-Departmental	38,520	836,465	-	907,642	71,175	92%
Total General Fund Expenditures	827,315	12,864,326	-	14,021,445	1,157,120	92%
Total General Fund Revenues						
Less Expenditures	(460,800)	(406,571)	-	0		

Name	September Monthly Activity	Activity Yeartodate	Outstanding Encumbrances	2016 Annual Budget	Annual Variance To Budget	Percent of Budget Used
				-		
City Commission				-		
Regular Salaries	1,300	17,457	-	19,200	1,743	91%
FICA	99	1,335	-	1,469	133	91%
Retirement	342	4,662	-	6,399	1,737	73%
Life and Health Insurance	5,466	71,518	-	59,493	(12,025)	120%
Worker's Compensation	-	86	-	97	11	89%
Travel and Per diem	-	1,123	-	4,000	2,877	28%
Mayor's Expense	-	1,441	-	2,300	859	63%
Seat 1 Expense	20	1,537	-	2,300	763	67%
Seat 2 Expense	-	1,243	-	2,300	1,057	54%
Seat 3 Expense	-	773	-	2,300	1,527	34%
Seat 4 Expense	-	1,118	-	2,300	1,182	49%
Communications and Freight	1,750	8,584	-	3,200	(5,384)	268%
Promotional Activities	-	471	-	2,400	1,929	20%
Scholarship	-	9,000	-	10,000	1,000	90%
Books, Publications	1,750	3,994	-	4,500	506	89%
Other Operating Expense	260	4,676	-	5,000	324	94%
Total City Commission	10,988	129,019	-	127,258	(1,761)	101%

Name	September Monthly Activity	Activity Yeartodate	Outstanding Encumbrances	2016 Annual Budget	Annual Variance To Budget	Percent of Budget Used
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Office of the City Administrator

Regular Salaries	19,576	236,534	-	255,211	18,677	93%
Special Pay	675	7,707	-	8,100	393	95%
FICA	1,207	15,865	-	19,524	3,659	81%
Retirement	4,463	64,173	-	50,014	(14,160)	128%
Life and Health Insurance	4,502	56,972	-	57,805	833	99%
Worker's Compensation	-	1,109	-	1,249	139	89%
Other Contractual	1,056	43,403	-	40,000	(3,403)	109%
Travel and Per diem	-	960	-	2,000	1,040	48%
Education and Training	-	2,630	-	3,061	431	86%
Communications and Freight	19	4,800	-	6,300	1,500	76%
Rentals and Leases	1,779	21,350	-	17,368	(3,982)	123%
Office Supplies	-	9,035	-	9,500	465	95%
Books, Publications	-	-	-	-	-	NA
Other Operating Expenses	-	210	-	250	40	84%
Total City Administrator	33,276	464,748	-	470,381	5,633	99%

Name	September Monthly Activity	Activity Yeartodate	Outstanding Encumbrances	2016 Annual Budget	Annual Variance To Budget	Percent of Budget Used
City Clerk						
Regular Salaries	4,244	53,634	-	55,167	1,533	97%
FICA	325	4,103	-	4,220	117	97%
Retirement	191	2,579	-	3,834	1,255	67%
Life and Health Insurance	672	8,894	-	8,762	(132)	102%
Worker's Compensation	-	247	-	278	31	89%
City Codification Services	-	1,065	-	2,450	1,385	43%
Travel and Per Diem	-	250	-	250	0	100%
Education and Training	-	412	-	500	88	82%
Other Operating Expenses	-	75	-	500	425	15%
Total City Clerk	5,430	71,259	-	75,961	4,702	94%

Name	September Monthly Activity	Activity Yeartodate	Outstanding Encumbrances	2016 Annual Budget	Annual Variance To Budget	Percent of Budget Used
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Finance Department

Annual Audit	-	18,000	-	32,000	14,000	56%
Bank Fees	-	5,799	-	5,100	(699)	114%
Other Contractual	-	90,790	-	90,000	(790)	101%
Payroll Processing Service	1,115	10,431	-	8,719	(1,712)	120%
Software Maintenance	-	780	-	5,000	4,220	16%
Property Appraiser Fees	-	4,842	-	8,045	3,203	60%
Other Operating Expenses	-	38	-	-	(38)	NA
Total Finance	1,115	130,680	-	148,864	18,184	88%

Name	September Monthly Activity	Activity Yeartodate	Outstanding Encumbrances	2016 Annual Budget	Annual Variance To Budget	Percent of Budget Used
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City Attorney

Professional Service	-	120,000	-	120,000	-	100%
Other Operating Expense	-	636	-	5,000	4,364	13%
Total City Attorney	-	120,636	-	125,000	4,364	97%

Name	September Monthly Activity	Activity Yeartodate	Outstanding Encumbrances	2016 Annual Budget	Annual Variance To Budget	Percent of Budget Used
General Services Department						
Regular Salaries And Wages	3,994	48,761	-	50,003	1,242	98%
FICA	147	3,572	-	3,825	254	93%
Retirement	289	3,932	-	3,475	(457)	113%
Life And Health Insurance	2,132	28,049	-	28,232	183	99%
Worker's Compensation	-	218	-	245	27	89%
Planning and Zoning Contract	17,754	195,294	-	210,048	14,754	93%
GIS Services Contract	2,813	30,943	-	31,256	313	99%
Cost Recovery Services	9,205	39,350	-	37,500	(1,850)	105%
Code Enforcement Officer	8,243	82,792	-	75,120	(7,672)	110%
Special Magistrate	225	5,575	-	7,000	1,425	80%
Comprehensive Planning	-	-	-	2,500	2,500	0%
Code Enforcement Action	-	1,573	-	4,500	2,928	35%
Nuisance Abatement Program	-	23,952	-	25,000	1,048	96%
Other Operating Expenses	-	11,172	-	16,000	4,828	70%
Total General Services	44,802	475,183	-	494,704	19,522	96%

Name	September Monthly Activity	Activity Yeartodate	Outstanding Encumbrances	2016 Annual Budget	Annual Variance To Budget	Percent of Budget Used
Police Department						
Regular Salaries And Wages	4,474	47,403	-	48,600	1,197	98%
FICA	342	3,626	-	3,718	92	98%
Life And Health Insurance	67	269	-	-	(269)	NA
Worker's Compensation	-	218	-	245	27	89%
Professional Services	345,104	4,164,299	-	4,187,352	23,053	99%
School Crossing Guards	5,600	60,536	-	65,000	4,464	93%
Red Light Camera Expense	-	200	-	156,310	156,110	0%
Byrne Grant Expenditures	-	-	-	5,434	5,434	0%
LETf Expenditure-Federal-Treasury	2,280	8,778	-	10,000	1,222	88%
LETf - State	-	19,009	-	-	(19,009)	NA
Total Police	357,867	4,304,338	-	4,476,659	172,321	96%

Name	September Monthly Activity	Activity Yeartodate	Outstanding Encumbrances	2016 Annual Budget	Annual Variance To Budget	Percent of Budget Used
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Fire Rescue Department

Professional Services	250,578	3,006,941	-	3,006,941	(0)	100%
Machinery & Equipment	-	284,256	-	284,256	0	100%
Debt Service On EMS Truck	-	83,582	-	84,500	918	99%
Total Fire Rescue	250,578	3,374,779	-	3,375,697	918	100%

Name	September Monthly Activity	Activity Yeartodate	Outstanding Encumbrances	2016 Annual Budget	Annual Variance To Budget	Percent of Budget Used
Public Works Department						
Regular Salaries And Wages	15,615	174,040	-	201,407	27,367	86%
Overtime	-	56	-	500	444	11%
FICA	1,192	13,287	-	15,446	2,158	86%
Retirement	672	9,098	-	13,311	4,213	68%
Life And Health Insurance	5,825	75,689	-	62,212	(13,477)	122%
Worker's Compensation	-	8,147	-	9,172	1,025	89%
Emergency Management Services						
Contract	-	-	-	2,500	2,500	0%
Streets & Median Maintenance	1,690	54,870	-	60,000	5,130	91%
Vacant Lot Mowing	-	650	-	1,055	405	62%
Utilities	1,553	38,222	-	63,628	25,406	60%
Street Lights	-	115,408	-	138,485	23,077	83%
Solid Waste Fees	-	1,153,528	-	1,278,204	124,676	90%
Trash Transfer Station	10,174	40,518	-	40,765	247	99%
Street Repairs	-	4,925	-	5,000	75	99%
Street Light Repairs	430	6,048	-	6,900	852	88%
Equipment/Vehicle Maintenance	-	7,561	-	8,337	776	91%
Traffic Calming	-	22,213	-	25,000	2,787	89%
Beautification And Landscaping	-	-	-	2,500	2,500	0%
Traffic Calming - CDBG	3,005	14,734	-	30,000	15,266	49%
SR7 Retention Pond Maintenance	-	29,487	-	32,000	2,513	92%
Office Supplies	-	89	-	100	11	89%
Fuel	-	5,646	-	7,500	1,854	75%
Other Operating Expenses	310	18,584	-	15,000	(3,584)	124%
Undocumented Pcard						
Transactions	-	-	-	-	-	NA
Capital Projects						
SW 40th Ave Obama CBDG	-	29,272	-	70,867	41,595	41%
SW 40th Ave Obama State Funds	-	199,900	-	500,000	300,100	40%
Capital Improvements CDBG	-	80,000	-	89,300	9,300	90%
SR7 Retention Pond imp (State funding)	-	-	-	200,000	200,000	0%
Total Public Works	40,465	2,101,972	-	2,899,189	797,217	73%

Name	September Monthly Activity	Activity Yeartodate	Outstanding Encumbrances	2016 Annual Budget	Annual Variance To Budget	Percent of Budget Used
Parks- Mary Saunders						
Regular Salaries And Wages	13,389	163,222	-	180,316	17,094	91%
Overtime	-	-	-	500	500	0%
FICA	1,024	12,504	-	13,832	1,329	90%
Retirement	1,043	14,142	-	12,532	(1,610)	113%
Life And Health Insurance	8,258	93,657	-	61,017	(32,640)	153%
Worker's Compensation	-	4,531	-	5,101	570	89%
Education And Training	-	1,104	-	350	(754)	315%
Communications And Freight	-	7,349	-	4,878	(2,471)	151%
Utilities	1,319	18,000	-	17,000	(1,000)	106%
Rentals And Leases	-	11,515	-	10,757	(758)	107%
Repairs & Maintenance	120	35,289	-	31,484	(3,805)	112%
Printing And Binding	-	301	-	355	54	85%
Office Supplies	-	956	-	903	(53)	106%
Operating Supplies	-	1,952	-	3,600	1,648	54%
Vehicle Maintenance	-	5,617	-	5,072	(545)	111%
Fuel	20	331	-	1,575	1,244	21%
Other Operating Expenses	-	300	-	750	450	40%
Uncapitalized Equipment	-	27,852	-	27,852	(0)	100%
CapitalProjects	-	-	-	20,000	20,000	0%
TotaTotal Parks-Mary Saunders	25,174	398,621	-	397,874	(747)	100%

Name	September Monthly Activity	Activity Yeartodate	Outstanding Encumbrances	2016 Annual Budget	Annual Variance To Budget	Percent of Budget Used
Juvenile Crime Prevention						
Regular Salaries	3,451	73,392	-	68,956	(4,436)	106%
Overtime	-	-	-	500	500	0%
FICA	264	5,615	-	5,313	(301)	106%
Retirement	-	-	-	2,323	2,323	0%
Life And Health Insurance	-	2,686	-	8,251	5,565	33%
Worker's Compensation	-	3,126	-	3,519	393	89%
Repairs And Maintenance	-	-	-	126	126	0%
Camp Expenses	-	20,014	-	58,893	38,879	34%
Summer Food Program Exp	-	8,769	-	-	(8,769)	NA
Total Juvenile Crime Pervation	3,714	113,601	-	147,882	34,281	77%

Name	September Monthly Activity	Activity Yeartodate	Outstanding Encumbrances	2016 Annual Budget	Annual Variance To Budget	Percent of Budget Used
Parks-McTyre Park						
Regular Salaries	6,150	85,099	-	110,374	25,276	77%
Overtime	332	499	-	500	1	100%
FICA	487	6,434	-	8,482	2,048	76%
Retirement	306	3,730	-	6,943	3,212	54%
Life And Health Insurance	4,178	68,555	-	22,430	(46,126)	306%
Worker's Compensation	-	5,003	-	5,632	630	89%
Communications And Freight	-	4,858	-	3,390	(1,468)	143%
Utilities	-	38,478	-	39,310	832	98%
Rentals And Leases	-	11,665	-	10,308	(1,357)	113%
Repairs And Maintenance	120	43,365	-	44,094	729	98%
Football and Cheerleading Expenses	-	250	-	20,000	19,750	1%
Special Events-Mothers Day	-	2,458	-	2,500	42	98%
Special Events-Halloween	-	351	-	500	149	70%
Special Events-Holiday Toy Drive	-	3,812	-	3,500	(312)	109%
Special Events-Back To School	-	750	-	750	-	100%
Special Events-Education Advisory/Scholarship	-	-	-	1,500	1,500	0%
Special Events-Fathers Day	-	880	-	885	5	99%
Office Supplies	-	676	-	500	(176)	135%
Operating Supplies	-	8,715	-	10,000	1,285	87%
Vehicle Maintenance	-	101	-	800	699	13%
Other Operating Expenses	-	100	-	4,000	3,900	3%
Parks- McTyre Park	11,574	285,780	-	296,398	10,618	96%

Name	September Monthly Activity	Activity Yeartodate	Outstanding Encumbrances	2016 Annual Budget	Annual Variance To Budget	Percent of Budget Used
Senior Program						
Regular Salaries	2,472	29,783	-	32,136	2,353	93%
FICA	189	2,278	-	2,458	180	93%
Retirement	-	-	-	2,233	2,233	0%
Life and Health Insurance	-	-	-	16,753	16,753	0%
Workers' Compensation	-	1,457	-	1,640	183	89%
Contractual	1,150	3,738	-	5,000	1,262	75%
Utilities	-	2,957	-	1,670	(1,287)	177%
Repairs and Cleanup	-	6,098	-	5,500	(598)	111%
Maintenance	-	6,596	-	6,600	4	100%
Supplies	-	639	-	1,000	361	64%
Equipment and Materials	-	3,179	-	2,230	(949)	143%
Other Expenses	-	1,156	-	716	(440)	161%
Total Senior Program	3,811	57,882	-	77,937	20,055	74%

Name	September Monthly Activity	Activity Yeartodate	Outstanding Encumbrances	2016 Annual Budget	Annual Variance To Budget	Percent of Budget Used
Non-Departmental						
Unemployment Compensation	-	(51)	-	-	51	NA
Lobbyist	5,000	55,000	-	80,540	25,540	68%
Economic Development	14,986	29,914	-	30,000	86	100%
Credit Card Processing Fees	-	1,333	-	2,300	967	58%
Other Contractual	1,347	53,728	-	46,083	(7,645)	117%
Insurance	-	122,084	-	109,600	(12,484)	111%
Shuttle Service	6,219	63,268	-	72,000	8,732	88%
Employee Development	105	9,053	-	6,000	(3,053)	151%
City Official Travel	-	5,842	-	6,000	158	97%
Legal Advertising	-	2,878	-	6,000	3,122	48%
Utilities	1,110	42,957	-	48,000	5,043	89%
Lease For City Hall	-	151,944	-	151,944	(0)	100%
Printing And Binding	526	6,662	-	24,168	17,506	28%
Community Newspaper	3,450	41,400	-	41,400	-	100%
Special Events - Goombay Festival	-	4,183	-	2,016	(2,167)	207%
Special Events-MLK	-	1,105	-	1,105	-	100%
Special Events-Thanksgiving	-	8,863	-	8,113	(750)	109%
Special Events-Earth Day	-	3,397	-	3,396	(1)	100%
Special Events - Relay For Life	-	-	-	-	-	NA
City's 10th Anniv Planning	-	28,274	-	40,000	11,726	71%
Contingency	5,776	138,002	-	162,228	24,226	85%
Software	-	18,735	-	18,800	65	100%
AARDC	-	7,900	-	7,948	48	99%
EquipmentVehicle	-	39,994	-	40,000	6	100%
Total Non-Departmental	38,520	836,465	-	907,641	71,175	92%

Name	September Monthly Activity	Activity Yeartodate	Outstanding Encumbrances	2016 Annual Budget	Annual Variance To Budget	Percent of Budget Used
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Twin Lakes Special Revenue

Fund

Assessments	-	8,213	-	8,680	467	95%
Total Twin Lakes Revenue	-	8,213	-	8,680	467	95%
Utilities	-	-	-	1,120	1,120	0%
Property Appraiser Fees	-	-	-	87	87	0%
Aquatics Maintenance	-	32,406	-	6,500	(25,906)	499%
Miscellaneous Expenses	-	175	-	600	425	29%
Contingencies	-	-	-	373	373	0%
Total Twin Lakes Expenditures	-	32,581	-	8,680	(23,901)	375%
Total Twin Lakes Revenue Less Expenditures	-	(24,368)	-	-		

Name	September Monthly Activity	Activity Yeartodate	Outstanding Encumbrances	2016 Annual Budget	Annual Variance To Budget	Percent of Budget Used
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Stormwater Special Revenue

Fund

Stormwater Charges	-	154,500	-	309,000	154,500	50%
Total Stormwater Revenue	-	154,500	-	309,000	154,500	50%
Regular Salaries	6,108	75,143	-	77,111	1,967	97%
Overtime	222	446	-	500	54	89%
FICA	484	5,783	-	5,937	155	97%
Retirement	476	6,110	-	5,359	(751)	114%
Life and Health Insurance	2,201	28,812	-	29,438	626	98%
Workers' Compensation	-	1,772	-	1,995	223	89%
Other Contractual	-	16,197	-	99,593	83,396	16%
Repairs and Maintenance	-	9,867	-	82,720	72,853	12%
Equipment	-	-	-	6,347	6,347	0%
Total Stormwater Expenditures	9,491	144,130	-	309,000	164,870	47%
Total Stormwater Revenue Less Expenditures	(9,491)	10,370	-	(0)		



Checks Issued Report

September 1, 2016, through September 30, 2016

City of West Park
Checks Issued
September 1, 2016 Through September 30, 2016

Check Number	Check Date	Vendor or Payee	Amount of Check
14379	9/1/16	Broward League of Cities	\$20.00
14380	9/1/16	Broward County City Manager'	\$30.00
14381	9/2/16	Broward County Tax Collector	\$118.55
14382	9/9/16	All American Engraving, Fram	\$680.00
14383	9/15/16	A Better Keyway Locksmith	\$2,351.50
14384	9/15/16	Apex Environmental Solutions	\$95.00
14385	9/15/16	AT&T	\$2,510.35
14386	9/15/16	Awnings of Hollywood	\$2,710.00
14387	9/15/16	Beauty Salon Furniture	\$2,783.76
14388	9/15/16	Becker & Poliakoff	\$5,000.00
14389	9/15/16	Calvin, Giordano & Assoc., I	\$38,621.29
14390	9/15/16	Comcast	\$14.53
14391	9/15/16	Displays Depot, Inc.	\$1,148.33
14392	9/15/16	Dolphin Carpet & Tile	\$2,290.00
14393	9/15/16	EDCO Awards & Specialties	\$304.80
14394	9/15/16	Elan Lawn & Landscape Servic	\$3,510.00
14395	9/15/16	Konica Minolta Premier Finan	\$2,626.00
14396	9/15/16	Goren, Cherof, Doody & Ezrol	\$1,068.12
14397	9/15/16	Guardian Life Insurance	\$3,153.50
14398	9/15/16	International Limousine of S	\$6,218.74
14399	9/15/16	The John Scott Dailey Florid	\$75.00
14400	9/15/16	Kemp Group International Cor	\$5,600.00
14401	9/15/16	Manatee County Sheriff's Exp	\$2,280.00
14402	9/15/16	Neopost	\$407.99
14403	9/15/16	Office Depot	\$215.01
14404	9/15/16	Perrin International Service	\$6,320.00
14405	9/15/16	PS Mattress Corp.	\$4,990.00
14406	9/15/16	Reyes-Watson and Associates	\$2,364.00
14407	9/15/16	Scene Kleen, Inc.	\$60.00
14408	9/15/16	S. Davis & Associates, P.A.	\$10,000.00
14409	9/15/16	SenLex Environmental LLC	\$1,065.00
14410	9/15/16	Sunshine State Messenger Ser	\$54.76
14411	9/15/16	Ashley Escalante	\$150.00
14412	9/15/16	Katia Nestan	\$125.00

**City of West Park
Checks Issued**

September 1, 2016 Through September 30, 2016

Check Number	Check Date	Vendor or Payee	Amount of Check
14413	9/15/16	Esther West	\$125.00
14414	9/15/16	Regina Dingle	\$90.00
14415	9/15/16	Waste Pro	\$105,886.18
14416	9/15/16	United Way of Broward County	\$3,500.00
14417	9/23/16	Board of County Commissioner	\$10,173.93
14418	9/23/16	C & M Landscaping Inc.	\$1,550.00
14419	9/23/16	Community Newspapers	\$3,450.00
14420	9/23/16	Copy Source Incorporated	\$1,778.70
14421	9/23/16	Excel Micro, LLC	\$228.99
14422	9/23/16	Fleet Tire Truck & Auto Cent	\$116.11
14423	9/23/16	FLIPANY	\$472.50
14424	9/23/16	FPL	\$3,658.03
14425	9/23/16	G&S Custom Screening & Embro	\$88.00
14426	9/23/16	G&K Services, Co.	\$459.00
14427	9/23/16	Gradall Bobcat & Landscaping	\$200.00
14428	9/23/16	Grainger	\$513.08
14429	9/23/16	Joe Blair Garden Supply, Inc	\$281.40
14430	9/23/16	Miami Jet Tours, Inc.	\$1,150.00
14431	9/23/16	R&R Electric of Broward, Inc	\$429.75
14432	9/23/16	Reyes-Watson and Associates	\$569.98
14433	9/23/16	RJ Behar	\$8,142.97
14434	9/23/16	Roy Davis Plumbing Supply	\$19.97
14435	9/23/16	Scene Kleen, Inc.	\$80.00
14436	9/23/16	Sunshine State Messenger Ser	\$19.28
14437	9/23/16	Jubriell Paulk	\$65.00
14438	9/23/16	Mary Ealey	\$215.00
14439	9/23/16	Truly Nolen Pest Control	\$240.00
14440	9/26/16	Ajibola Balogun	\$81.11
14441	9/26/16	All American Engraving, Fram	\$395.00
14442	9/26/16	ICMA/RC	\$1,460.44
14443	9/26/16	Vantagepoint Transfer AGents	\$922.97
Total			<u>\$255,323.62</u>