



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, NOVEMBER 16, 2016
7:00 P.M.

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

Mayor: Eric H. Jones
Vice Mayor: Brian C. Johnson
Commissioner: Felicia Brunson
Commissioner: Thomas Dorsett
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**

None.

6. **SECOND BUDGET PUBLIC HEARING**

- A. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WEST PARK, FLORIDA, ADOPTING A FINAL MILLAGE RATE FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2016, THROUGH SEPTEMBER 30, 2017, PURSUANT TO SECTION 200.065, FLORIDA STATUTES; COMPUTING THE ROLLED-BACK RATE; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING INSTRUCTIONS TO THE CITY ADMINISTRATOR; PROVIDING FOR AN EFFECTIVE DATE
Resolution 2016-114
- B. 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 2016-07

7. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE COMMISSION

8. APPROVAL OF MINUTES

1. September 21, 2016 – Regular Commission Meeting

9. RESOLUTIONS – CONSENT ITEMS

1. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WEST PARK, FLORIDA, AUTHORIZING THE MAYOR AND THE CITY ADMINISTRATOR TO EXECUTE A SECOND AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF WEST PARK AND FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (DEP) FOR FUNDING AND ADMINISTRATION OF THE SW 40TH AVENUE DRAINAGE AND INFRASTRUCTURE IMPROVEMENTS PROJECT; PROVIDING FOR AN EFFECTIVE DATE.

Resolution 2016-115

2. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WEST PARK, FLORIDA, SELECTING FLORIDA ENGINEERING AND DEVELOPMENT CORP. TO PROVIDE CONSTRUCTION SERVICES TO THE CITY OF WEST PARK, IN RESPONSE TO THE CITY'S INVITATION FOR BID NO. 16-1007; AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE THE ATTACHED CONSTRUCTION SERVICES AGREEMENT BETWEEN THE CITY OF WEST PARK AND FLORIDA ENGINEERING AND DEVELOPMENT CORP.; PROVIDING FOR AN ALLOCATION OF FUNDS; PROVIDING FOR AN EFFECTIVE DATE

Resolution 2016- 116

3. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WEST PARK, FLORIDA, AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE THE ATTACHED MEMORANDUM OF UNDERSTANDING BETWEEN THE BROWARD SHERIFF'S OFFICE, STUDY BUDDIES ON WHEELS, INC. AND THE CITY OF WEST PARK; PROVIDING FOR AN EFFECTIVE DATE

Resolution 2016-117

4. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WEST PARK, FLORIDA, ADOPTING THE CITY OF WEST PARK'S 2017 STATE LEGISLATIVE PRIORITY LIST ATTACHED HERETO; AUTHORIZING THE CITY ADMINISTRATOR TO TAKE NECESSARY ACTION TO CARRY OUT THE AIMS OF THIS RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE

Resolution 2016-118

10. RESOLUTIONS – QUASI JUDICIAL ITEM: SPECIAL EXCEPTION

1. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WEST PARK, FLORIDA, CONSIDERING PROJECT NO. 06-5644.75, PETITION FOR SPECIAL EXCEPTION PURSUANT TO CHAPTER 28, ARTICLE II OF THE CITY’S CODE OF ORDINANCES ENTITLED “VARIANCES AND SPECIAL EXCEPTIONS” RELATED TO A FUNERAL HOME ESTABLISHMENT TO BE LOCATED AT 2615 and 2621 STATE ROAD 7, WEST PARK, FLORIDA, PROVIDING FOR AN EFFECTIVE DATE
Resolution 2016-113

11. ORDINANCES – SECOND READING (PUBLIC HEARING)

1. AN ORDINANCE OF THE CITY OF WEST PARK, FLORIDA, AMENDING THE OPERATING BUDGET FOR FISCAL YEAR 2015-16 COMMENCING OCTOBER 1, 2015, THROUGH SEPTEMBER 30, 2016, BY APPROPRIATING A PORTION OF THE GENERAL FUND UNRESERVED FUND BALANCE TO REPLACE REVENUES RECEIVED IN FY 2015 THAT HAD BEEN EXPECTED AND APPROPRIATED FOR FY 2016; AMENDING INITIALLY ADOPTED ESTIMATED REVENUES AND APPROPRIATIONS TO ALIGN WITH EXPECTED ACTUAL RESULTS; PROVIDING FOR ADOPTION OF REPRESENTATIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR AN EFFECTIVE DATE
Ordinance 2016-06

12. CITY MANAGER’S REPORT – W. Ajibola Balogun, City Manager

A. Updates / Status

- i. Review of Permitted Uses in the Transit Oriented Corridor (TOC)
- ii. Update on Small Business Grant Applications
- iii. “Bridging The Gap” Initiative
- iv. Revised Holiday Calendar / Upcoming Commission Meetings
- v. Update on Thanksgiving Feed The Needy Feast – Tuesday, November 22, 2016
- vi. Free Fresh Produce Distribution – Tuesday, November 22, 2016

B. Monthly Budget Report – October, 2016 - Chris Wallace, Finance Director

13. NEW BUSINESS

14. FUTURE AGENDA ITEMS

16. 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.

RESOLUTION NO. 2016-114

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WEST PARK, FLORIDA, ADOPTING A FINAL MILLAGE RATE FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2016, THROUGH SEPTEMBER 30, 2017, PURSUANT TO SECTION 200.065, FLORIDA STATUTES; COMPUTING THE ROLLED-BACK RATE; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING INSTRUCTIONS TO THE CITY ADMINISTRATOR; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Section 200.065, Florida Statutes, provides for the adoption of a final millage rate, together with the establishment of a rolled-back rate computed pursuant to Section 200.065(1), Florida Statutes; and

WHEREAS, the City Administrator of the City of West Park ("City") has recommended an annual budget for Fiscal Year 2016-2017, commencing October 1, 2016, through September 30, 2017; and

WHEREAS, the City Commission of the City of West Park ("City Commission") held a public hearing on September 7, 2016, allowing for public comments on the budget and the proposed millage rate for Fiscal Year 2016-2017, commencing October 1, 2016, through September 30, 2017; and

WHEREAS, after the public hearing on September 7, 2016, the City Commission adopted Resolution 2016-87, thereby tentatively adopting a millage rate for Fiscal Year 2016-2017; and

WHEREAS, a second public hearing was held on September 21, 2016, allowing for public comments on the budget and the tentative millage rate for Fiscal Year 2016-2017; and

WHEREAS, the public and all interested parties have had the opportunity to address their comments to the City Commission and the City Commission has considered the comments of the public regarding the millage rate and the rolled-back rate for Fiscal Year 2016-2017.

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" paragraphs are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

Section 2. Final Millage Rate. The City Commission of the City of West Park hereby adopts a final millage rate of 8.6500 mills for Fiscal Year 2016-2017, commencing October 1, 2016, through September 30, 2017, which is \$8.6500 per \$1,000.00 of taxable property value within the City of West Park.

Section 3. Computation of Rolled-Back Rate. The rolled-back rate for the City of West Park for the Fiscal Year commencing October 1, 2016, through September 30, 2017, shall be and is hereby fixed at the rate of 7.8954 mills. The percentage increase in the millage rate over the rolled-back rate is 9.56%.

Section 4. Instructions To The City Administrator. The City Administrator is directed to forward a copy of this resolution to the Broward County Property Appraiser and the Broward County Finance and Administrative Services Department.

Section 5. Effective Date. This Resolution shall take effect immediately upon its passage and adoption.

PASSED and ADOPTED this 16th day of November 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 Brunson	_____ (Yes)	_____ (No)
Commissioner Dorsett	_____ (Yes)	_____ (No)
Vice Mayor Johnson	_____ (Yes)	_____ (No)
Commissioner Judeikis	_____ (Yes)	_____ (No)
Mayor Jones	_____ (Yes)	_____ (No)

ORDINANCE NO. 2016-07

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

WHEREAS, the City Administrator of the City of West Park ("City") has presented a tentative operating budget for the City for Fiscal Year 2016-2017, commencing October 1, 2016 through September 30, 2017; and

WHEREAS, the City Commission of the City of West Park ("City Commission") scheduled a first public hearing as required by Section 200.065, Florida Statutes, which was held on September 7, 2016, at 6:00 p.m., and which was duly noticed by the Property Appraiser as required by Florida Statutes; and

WHEREAS, the second public hearing as required by Florida Statutes was held on September 21, 2016 at 6:00 p.m., however, the hearing was not properly advertised and noticed as required by Florida Statutes, requiring the City to hold another public hearing to give the public and all interested parties an opportunity to address their comments to the City Commission, and the City Commission, having had an opportunity to review and approve the tentative budget, and having considered the comments of the public regarding the tentative budget and having now complied with

the "Truth in Millage (TRIM)" requirements of Florida Statutes, desires to adopt an operating budget for the fiscal year commencing October 1, 2016.

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

Section 1. Adoption of Representations.

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

Section 2. First Public Hearing: Operating Budget.

The operating budget, attached as Exhibit "A," as presented by the City Administrator, was tentatively adopted at first reading, held on September 7, 2016, subject to final adoption and amendments, as provided by Section 200.065 of the Florida Statutes.

Section 3. Second Public Hearing: Operating Budget.

The final public rehearing to adopt a budget for Fiscal Year 2016-2017 is scheduled for November 16, 2016, 7:00 p.m., at West Park City Hall, 1965 S. State Road 7, West Park, Florida, as previously reviewed and approved on September 7, 2016, by the City Commission and adopted as the tentative operating budget, and the same, is hereby adopted by the City as its final budget for Fiscal Year 2016-2017, pursuant to the City Charter.

Section 4. Expenditure of funds appropriated in the budget authorized.

Funds may be expended by, and with the approval of, the City Administrator in accordance with the provisions of the City Charter and applicable laws. Funds of the

City shall be expended in accordance with the appropriations provided in the budget adopted by this Ordinance and shall constitute an appropriation of amounts specified therein. Expenditure control will be at the fund level. Supplemental appropriations and reduction of appropriations, if any, shall be made in accordance with the City Charter.

Section 5. Encumbrances.

All outstanding encumbrances as of September 30, 2016, shall not lapse at that time and subsequent expenditures against those outstanding encumbrances shall be posted against the funds appropriated for Fiscal Year 2016-17.

Section 6. Grants and Gifts.

Each year, if and when the City receives monies from any source, be it private or governmental, by grant, gift or otherwise, to which there is attached a condition of acceptance, any limitation regarding the use or expenditure of the funds so received need not be shown in the operating budget nor shall such budget be subject to amendment of expenditure as a result of the receipt of said monies, but said monies shall be disbursed and applied toward the purposes for which said funds were received. To ensure the integrity of the operating budget and the integrity of the monies received by the City under grants or gifts, all monies received as contemplated above must, upon receipt, be segregated in accounts based on general accounting principles and where appropriate, placed in separate and individual trusts and/or escrow accounts from which any money drawn may only be disbursed and applied within the limitations placed upon the gift or the grant as aforesaid.

Section 7. Post Audit Provided.

Each year the City Commission hereby provides for annual post audit of the City's financial account and may thereby be eligible to participate in revenue sharing beyond the minimum entitlement in any fiscal year. The City Administrator is authorized to take all action necessary to cause such post audit to be made by a certified public accountant or firm of such accounts in accordance with the law.

Section 8. Severability.

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

Section 9. Conflict & Repealer.

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

Section 10. Effective Date.

This Ordinance shall become effective immediately upon final passage.

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

PASSED AND ADOPTED on second reading the ___ day of November 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)
Vice Mayor Johnson	_____ (Yes)	_____ (No)
Commissioner Judeikis	_____ (Yes)	_____ (No)
Commissioner Brunson	_____ (Yes)	_____ (No)
Mayor Jones	_____ (Yes)	_____ (No)

MEMORANDUM

Finance Department

TO: Mayor and City Commission

THROUGH: Ajibola Balogun, City Administrator

DATE: Monday, October 31, 2016

SUBJECT: Budget Ad Error and Budget Meeting Re-hearing

The Department of Revenue has notified us that the budget summary advertisement used for FY2017 is not in compliance with one the Truth-in-Millage (TRIM) rules. This will require us to re-advertise the notices and hold another final hearing on the budget. This will be scheduled for the regular meeting date of November 16, 2016.

One of the TRIM rules requires us to advertise no less than 95% of the actual property tax levy. We inadvertently used about 90% because of error in a spreadsheet. We understated the property taxes we expect to receive by about \$180,000. This amount is also understated in the budget that was adopted.

To correct the problem, we will be re-running the budget notices as required by the Department of Revenue. The new advertisements, along with a "before and after" budget summary ad, are attached for your reference. We have added the additional property tax revenue and added the same amount to contingency in the non-departmental section of the budget so that the new budget will remain balanced.

The error arose because I added another 95% reduction to the one our spreadsheet model had already taken and did not catch the error. This spreadsheet model has been used by us for over 10 years and I have no idea when or why I made the change. The spreadsheet model has been corrected and the spreadsheet cell protected. The error should not occur again and I could not be more apologetic for allowing the error to occur.

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

	B	C	D	E	F	G	H	I
		FY2016 Amended Budget	Year-To-Date 7/31/16	Outstanding Encumbrances	Forecast Through 9/30/2016	Expected Year End Variance To Budget	Variance	FY2017 Proposed Budget
1	General Fund							
2	Revenue							
3	Ad Valorem Taxes	3,302,528	3,370,618		3,370,618	68,089	2%	3,614,463
4	First Local Option Fuel Tax	149,030	111,156		148,208	(822)	-1%	154,849
5	Second Local Option Fuel Tax	106,997	81,377		108,503	1,506	1%	109,984
6	Electric Franchise Fee	509,567	261,850		458,885	(50,682)	-10%	481,829
7	Solid Waste Franchise Fee	455,952	163,234		455,952	-	0%	455,952
8	Solid Waste Commercial Franch							
9	Fee	55,000	39,809		59,714	4,714	9%	59,700
10	Electric Utility Tax	671,298	455,222		682,834	11,536	2%	785,000
11	Water Utility Tax	168,000	130,978		174,638	6,638	4%	175,000
12	Communications Services Tax	296,558	186,995		280,492	(16,066)	-5%	273,113
13	Propane Utility Tax	9,600	7,366		9,822	222	2%	9,800
14	Local Business Tax	100,000	120,185		120,185	20,185	20%	120,000
15	Building Permits	20,000	10,327		13,769	(6,231)	-31%	20,000
16	Other Licenses, Fees & Permits	25,000	435		25,435	435	2%	25,000
17	Planning & Zoning Fees	15,000	49,507		74,261	59,261	395%	25,000
18	Right Of Way Permit Fees	10,000	8,057		12,085	2,085	21%	10,000
19	CDBG	178,600	-		178,600	-	0%	89,300
20	COPS Grants	-	-		-	-		24,375
21	Street Lighting Revenue	15,152	16,739		16,739	1,587	10%	16,739
22	FDOT ARRA Grants	-	-		-	-	NA	
23	DEP Road Grant	700,000	-		-	(700,000)	-100%	836,748
24	CSC Challenge Grant	73,806	37,374		73,806	-	0%	217,772
25	State Revenue Sharing	559,274	363,748		484,997	(74,277)	-13%	518,169
26	Half Cent Sales Tax	958,537	642,952		964,429	5,892	1%	988,024
27	Lobbying Registration Fees	500	200		200	(300)	-60%	200
28	Byrne Grant	5,434	-		5,434	-	0%	5,434
29	Summery Food Program Grant							6,247
30	SR7 Retention Pond							
30	Maintenance	30,401	-		30,401	-		32,000
31	Shuttle Bus County Revenue	20,280	5,070		20,280	-	0%	-
31	County Mctyre Park Operating							
32	Costs	12,000	-		-	(12,000)	-100%	12,000
33	County Landscape Reimbursement	9,329	-		9,329	-	0%	9,329

	B	C	D	E	F	G	H	I
		FY2016 Amended Budget	Year-To-Date 7/31/16	Outstanding Encumbrances	Forecast Through 9/30/2016	Expected Year End Variance To Budget	Variance	FY2017 Proposed Budget
1								
34	County Redevelopment Grants	-	-	-	-	-	NA	1,000,000
35	County Occupational Licenses	8,000	8,163	-	8,163	163	2%	8,100
36	County MRF Revenues	191,000	-	-	-	(191,000)	-100%	-
37	Lien Searches	18,000	16,220	-	24,330	46,779	9356%	20,000
38	Alarm Registrations/False	500	31,520	-	47,279	61,540	68%	40,000
39	Fire Inspection Fees	90,000	113,655	-	151,540	7,929	3%	100,000
40	EMS Transport Revenue	275,000	141,465	-	282,929	(639)	-1%	280,000
41	Excess Bulk Waste Fees	50,000	37,021	-	49,361	-	-	50,000
42	Solid Waste Vehicle							
42	Registration Fee	200	-	-	200	-	-	200
43	Recycling Revenue	-	4,461	-	4,500	-	-	4,500
44	Parks And Recreation	27,000	25,675	-	34,233	7,233	27%	33,000
45	Mctyre Park Revenues	18,000	7,485	-	9,980	(8,020)	-45%	10,000
46	Football and Cheerleading							
46	Revenue	1,500	-	-	1,500	-	0%	1,500
47	Special Events	-	750	-	750	750	NA	750
48	Judgments And Fines	200	26,244	-	26,244	-	-	25,000
49	Red Light Camera Revenue	156,310	105,475	-	158,213	1,903	1%	194,540
50	Red Light Camera Fines-UTC							
50	from Clerk of Court	3,000	19,273	-	25,698	22,698	757%	25,000
51	Red Light Camera -Magistrate							
51	Fees	200	400	-	400	200	100%	400
52	LETf - Federal - Treasury	-	1,410	-	1,410	1,410	NA	-
53	LETf - State	103,807	(21,413)	-	103,807	-	0%	75,000
54	Other Fines And Forfeitures	-	-	-	-	-	NA	-
55	Code Enforcement Fines	25,000	24,466	-	25,000	-	0%	25,000
56	Code Fines By Assessment	25,000	50	-	50	(24,950)	-100%	-
57	Nuisance Abatement Fees	45,000	29,535	-	30,000	(15,000)	-33%	30,000
58	Code Amnesty Program	50,000	192,634	-	192,634	-	-	50,000
59	Donations - Relay For Life	-	-	-	-	-	-	-
60	Grants and Donations	-	-	-	-	-	-	-
61	Interest	12,000	11,209	-	14,946	2,946	25%	15,000
62	Special Assessments	-	34	-	34	34	NA	-
63	Garbage Assessments	1,297,709	1,343,360	-	1,343,360	45,651	4%	1,298,083
64	Fire Assessments	2,170,845	1,998,561	-	2,048,561	(122,284)	-6%	1,968,502
65	Solid Waste Permit Fees	300,000	175,000	-	160,000	(140,000)	-47%	160,000

	B	C	D	E	F	G	H	I
		FY2016 Amended Budget	Year-To-Date 7/31/16	Outstanding Encumbrances	Forecast Through 9/30/2016	Expected Year End Variance To Budget	Variance	FY2017 Proposed Budget
1								
66	Sales Of Other Assets	-	807		807	807	NA	-
67	Other Miscellaneous Revenues	1,000	11,400		11,400			1,000
68	Insurance Proceeds	-	7,026		7,026	7,026	NA	-
69	Donations	2,400	10,690		10,690	-	345%	2,400
	Other Sources: Fund Balance							
70	Carried Forward	679,931	566,609		679,931	-	0%	1,190,750
71	Sale of Recycling Material	12,000	-		-	-	-100%	-
72	Total General Fund Revenue	14,021,445	10,952,380	-	13,234,587	(973,056)	-6%	15,684,752

	B	C	D	E	F	G	H	I
		FY2016 Amended Budget	Year-To-Date 7/31/16	Outstanding Encumbrances	Forecast Through 9/30/2016	Expected Year End Variance To Budget	Variance	FY2017 Proposed Budget
1								
196	Public Works Department							
197	Regular Salaries And Wages	201,407	142,660	-	171,192	30,216	85%	203,867
198	Overtime	500	56		67			500
199	FICA	15,446	10,892		13,070	2,376	85%	15,596
200	Retirement	13,311	6,732		8,079	5,232	61%	14,353
201	Life And Health Insurance	62,212	65,435		78,522	(16,310)	126%	33,774
202	Worker's Compensation	9,172	8,147		9,776	(605)	107%	14,977
	Emergency Management							
203	Services Contract	2,500	-		-	2,500	0%	-
204	Streets & Median Maintenance	60,000	38,590	-	55,000	5,000	92%	50,000
205	Vacant Lot Mowing	1,055	650		780	275	74%	-
206	Utilities	63,628	33,666		44,888	18,740	71%	67,000
207	Street Lights	138,485	104,794		125,752	12,733	91%	128,485
208	Solid Waste Fees	1,283,004	943,796		1,283,004	(0)	100%	1,265,504
	Excess Bulk Trash and County							
209	Fees	35,965	30,344		40,459	(4,494)	112%	44,459
210	Street Repairs	5,000	4,925		5,910			1,000
211	Street Light Repairs	6,900	3,389		4,066	2,834	59%	6,544
	Equipment/Vehicle							
212	Maintenance	8,337	6,688		8,026	311	96%	8,337
213	Traffic Calming	25,000	22,213		26,656	(1,656)	107%	110,000
214	Beautification And Landscaping	2,500	-		-	2,500	0%	5,000
215	Traffic Calming - CDBG	30,000	7,266		8,719	21,281	29%	30,000
	SR7 Retention Pond							
216	Maintenance	32,000	26,187		31,424	576	98%	32,000
217	Dedication Bricks	-	-		-	-	NA	-
218	Office Supplies	100	57		69			100
219	Fuel	7,500	4,148		4,977	2,523	66%	7,500
220	Other Operating Expenses	15,000	10,213		12,256			8,000
	Undocumented Pcard							
221	Transactions	-	179		215	(215)	NA	-
	New FPL Street Lighting, SW							
222	40th Ave	-	-		-	-	NA	389,868
	SR-7 Property Redevelopment,							
223	BRP	-	-		-	-	NA	50,000
224	SW 40th Ave Complete Street	-	-		-	-	NA	250,000

	B	C	D	E	F	G	H	I
		FY2016 Amended Budget	Year-To-Date 7/31/16	Outstanding Encumbrances	Forecast Through 9/30/2016	Expected Year End Variance To Budget	Variance	FY2017 Proposed Budget
1								
275	Parks-McTyre Park							
276	Regular Salaries	110,374	72,763		87,316	23,059	79%	108,252
277	Overtime	500	105		126	374	25%	500
278	FICA	8,482	5,479		6,575	1,907	78%	8,281
279	Retirement	6,943	2,712		3,255	3,688	47%	8,141
280	Life And Health Insurance	22,430	59,987		71,984	(49,555)	321%	25,888
281	Worker's Compensation	5,632	5,003		6,003	(371)	107%	9,031
282	Communications And Freight	3,390	4,404		5,285	(1,895)	156%	5,285
283	Utilities	38,110	37,856		45,428	(7,318)	119%	38,110
284	Rentals And Leases	10,308	10,594		12,713	(2,405)	123%	12,713
285	Repairs And Maintenance	44,094	42,445		50,934	(6,840)	116%	50,934
	Football and Cheerleading							
286	Expenses	20,000	250		300	19,700	2%	15,000
287	Special Events-Mothers Day	2,500	2,458		2,950	(450)	118%	2,500
288	Special Events-Halloween	500	351		422	78	84%	500
	Special Events-Holiday Toy							
289	Drive	3,500	3,812		4,574	(1,074)	131%	3,268
290	Special Events-Back To School	750	-		-	750	0%	1,200
291	Special Events/Scholarship	1,500	-		-	1,500	0%	-
292	Special Events-Fathers Day	885	150		180	705	20%	885
293	Office Supplies	500	676		811	(311)	162%	500
294	Operating Supplies	10,000	5,061		6,074	3,926	61%	7,115
295	Vehicle Maintenance	2,000	43		51	1,949	3%	500
296	Other Operating Expenses	4,000	100		120	3,880	3%	4,000
297	Parks- McTyre Park	296,398	254,249	-	305,098	(8,701)	103%	302,603

	B	C	D	E	F	G	H	I
		FY2016 Amended Budget	Year-To-Date 7/31/16	Outstanding Encumbrances	Forecast Through 9/30/2016	Expected Year End Variance To Budget	Variance	FY2017 Proposed Budget
1								
298								
299								
300	Senior Program	32,136	25,279		30,335			33,743
301	Regular Salaries	2,458	1,934		2,321			2,581
302	FICA	2,233	-		-			2,537
303	Retirement	16,753	-		-			22,591
304	Life and Health Insurance	1,640	1,457		1,748			2,815
305	Workers' Compensation	5,000	2,193		2,631			2,000
306	Contractual	1,670	213		256			1,750
307	Utilities	5,500	5,395		6,474			5,500
308	Repairs and Cleanup	6,600	6,415		7,698			6,600
309	Maintenance	1,000	551		662			1,000
310	Supplies	2,230	3,154		3,785			2,230
311	Equipment and Materials	716	1,125		1,350			716
312	Other Expenses							
313	Total Senior Program	77,937	47,716	-	57,260	-	73%	84,064

**THE CITY OF WEST PARK
CITY COMMISSION MEETING MINUTES
WEDNESDAY, SEPTEMBER 21, 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 21, 2016**.

Mayor Jones called the meeting to order at 7:08 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 Hunger Action Month

Mayor Jones announced read aloud a proclamation in recognition of September, 2016 as *National Hunger Action Month* in the City.

Mr. Samuel Randle, of Feeding South Florida, accepted the proclamation.

2. Presentation: School Smart Initiative – Broward County School Board

Mr. Balogun deferred to representatives from the School Smart Initiative.

Mr. Leo Bobadilla, Chief Facilities Officer from the Broward County School Board and its consultant, Mr. Rob Corbin, Program Director of Heary International, gave a presentation on the School Board's *School Smart Initiative* highlighting the timeline for various facilities projects underway for

local schools.

Commissioner Judeikis commented that fire sprinkler work in the schools is a high priority. Mr. Bobadilla agreed and stressed that it would take time to address these projects as they have existed for some time. He also spoke of the need for caution in not flooding the market with too many projects at one time based on contractors' interest in bidding on projects. Mr. Heary explained that safety related items were not being overlooked and said currently, fire alarm systems in the school district were all fully functional; however the projects listed referred to systems that would be ending their life along the timeline.

Vice Mayor Mack stated that there were no safety issues in the schools in West Park. Mr. Heary replied affirmatively.

Commissioner Johnson expressed thanks to Staff for inviting the team to provide this update.

Commissioner Dorsett asked whether the work being presented in these projects was being paid for out of the \$800 million bond issue. Mr. Bobadilla replied affirmatively. Commissioner Dorsett said he hoped that with this program would address improvements needed at Stranahan High School.

Mr. Balogun said he had discussed the *School Smart Initiative* with members of the Education Advisory Committee and would provide them with the related materials.

Mr. Heary gave a brief update on improvement projects underway at Stranahan High School.

6. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE COMMISSION

Mayor Jones opened the public comments portion of the meeting.

Ms. Shirley Johnson, 5511 SW 18 Street, said her concern was handled prior to the meeting.

Mr. Terry Evans, 4710 SW 24 Street, spoke of continued issues with garbage trucks leaking waste fluids after collection of trash, and of pressure cleaning vehicles in the street which also created a problem with garbage and smell in the streets. He also spoke of debris left on the streets after various community holidays. Mayor Jones said Staff would address this.

Mayor Jones closed the public comments portion of the meeting.

7. APPROVAL OF MINUTES

1. August 17, 2016 Regular Commission Meeting

A motion was made by Vice Mayor Mack, and seconded by Commissioner Dorsett, to approve the August 17, 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 Johnson, and seconded by Commissioner Dorsett, to pull Item 8-3 for discussion and approve the rest of 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 2016-99: A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WEST PARK, FLORIDA, CANCELING**

THE REGULARLY SCHEDULED MEETING OF THE CITY COMMISSION FOR OCTOBER 5, 2016 AND AUTHORIZING THE CITY ADMINISTRATOR TO TAKE NECESSARY AND EXPEDIENT ACTION; PROVIDING FOR AN EFFECTIVE DATE

2. **ADOPTED RESOLUTION 2016-100:** A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WEST PARK, FLORIDA, RESCINDING RESOLUTION NO. 2016-38 AUTHORIZING THE CITY ADMINISTRATOR TO SUBMIT A REVISED 2017-2018 GRANT FUNDING APPLICATION TO THE FLORIDA DEPARTMENT OF STATE FOR THE CONSTRUCTION OF A CULTURAL CENTER AT MCTYRE PARK AND AUTHORIZING MATCHING FUNDS OF ONE MILLION DOLLARS (\$1,000,000.00) FROM THE UNDESIGNATED FUND BALANCE; PROVIDING FOR AN EFFECTIVE DATE

4. **ADOPTED RESOLUTION 2016-102:** A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WEST PARK, FLORIDA, SELECTING PERRIN INTERNATIONAL SERVICES, INC., TO PROVIDE PROFESSIONAL CONSTRUCTION ENGINEERING, INSPECTION AND ADMINISTRATION SERVICES TO THE CITY OF WEST PARK, IN RESPONSE TO THE CITY'S REQUEST FOR LETTERS OF INTEREST AND QUALIFICATIONS (RFQ) NO. 16-0909 FOR PROFESSIONAL CONSTRUCTION ENGINEERING, INSPECTION AND ADMINISTRATION SERVICES; AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE THE ATTACHED PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF WEST PARK AND PERRIN INTERNATIONAL SERVICES, INC.; PROVIDING FOR AN ALLOCATION OF FUNDS; PROVIDING FOR AN EFFECTIVE DATE

5. **ADOPTED RESOLUTION 2016-103:** A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WEST PARK, FLORIDA, APPROVING THE FIRST AMENDMENT TO THE SETTLEMENT AGREEMENT WITH BROWARD COUNTY FOR THE LITIGATION, STYLED *CITY OF SUNRISE ET. AL. V BROWARD COUNTY*, AND AUTHORIZING THE EXECUTION THEREOF; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

6. **ADOPTED RESOLUTION 2016-104:** A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WEST PARK, FLORIDA, APPROVING A FIRST AMENDMENT TO THE MCTYRE PARK OPERATING AGREEMENT BETWEEN THE CITY OF WEST PARK AND BROWARD COUNTY, FLORIDA; PROVIDING FOR AN EFFECTIVE DATE

Discussion: Item 8-3

3. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WEST PARK, FLORIDA, APPROVING THE EXECUTION OF AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF WEST PARK AND JOHN WILSON FOR TRAFFIC INFRACTION ENFORCEMENT OFFICER SERVICES; PROVIDING FOR AN EFFECTIVE DATE

Commissioner Johnson asked whether this was the individual who reviewed the film and initiated tickets for red light violations. MR. Balogun explained that this individual reviewed the tickets then determined whether they were violations. Mr. Balogun said this contract was cost neutral as the City paid him but the City got all the revenue, deducted expenses and paid the different to American Traffic Solutions.

A motion was made by Commissioner Johnson, and seconded by Commissioner Judeikis, to approve Item 8-3.

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

7. CITY MANAGER’S REPORT – W. Ajibola Balogun

A. Status/Updates:

i. Conceptual Plans for Proposed SW 25th Street Improvements

Mr. Balogun deferred to Mr. Dan Millien, Public Works Superintendent.

Mr. Millien introduced Mr. Javier Rodriguez of R. J. Behar and Company, Inc., the City’s engineering consultant, gave a brief presentation on the proposed plans for traffic calming work in Carver Ranches Neighborhood Study Area “B”.

Commissioner Johnson voiced concern about a raised intersection that appeared as if it would intrude into a resident’s yard. Mr. Rodriguez clarified that this would not be the case.

Commissioner Dorsett voiced concern about 25th Street and 46 Avenue, saying there were always problems at this location and asked about the possibility of installing Stop signs. Mr. Millien said currently there were stops signs along 46 Avenue and that raised intersections were proposed for this street going north and south to alleviate some of these concerns.

Mayor Jones asked whether the City would need to collaborate with Pembroke Park on these improvements. Mr. Millien replied yes and said Staff’s intent was to beautify the entire roadway; however the support of Pembroke Park was needed. He said the City would approach Pembroke Park to seek their participation on this project.

Mr. Balogun reiterated that if any objection was raised by Pembroke Park he would bring these to the Commission’s attention, but the intent was to proceed with the beautification efforts

to provide a better ambiance along that corridor.

A resident of 4160 SW 25 Street, voiced concerns about accidents along SW 46 Avenue and said a 4-way Stop sign would be very welcome there and commended the City on its efforts to move forward.

A motion was made by Commissioner Dorsett, and seconded by Commissioner Judeikis, to allow a resident to speak.

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

Ms. Carolyn Hardy, 4430 SW 18 Street, requested that in addition to SW 46 Avenue and 26 Street needing a 4-way Stop sign 25th and 56 Avenue needing a Stop Sign in both direction as this was a very dangerous spot.

Mr. Balogun said in addressing this matter over the years, the County conducted studies using traffic counts which was a universal process in doing traffic studies; however when certain thresholds were not met, the County does not approve stop signs. Hence the City needed to come up with creative methods to deter speed along these corridors. He said since the County did not approve requests for Stop signs at this location, so Staff came up with some proposed measures which the County approved.

Mr. Balogun referred to SW 46 Avenue and the proposed raised intersection with textured pavements should assist with slowing down drivers.

Commissioner Johnson spoke about north-south traffic on SW 56 Avenue at SW 25 Street and asked whether a raised intersection was planned for that location. Mr. Balogun said no, because when the SW 56 Avenue improvements were being planned, medians and a paved intersection were approved at that time.

Mayor Jones asked if there was any consideration for a roundabout at SW 46 Avenue. Mr. Balogun said all the alternatives considered, the best recommendation offered was for a raised intersection due to limitations that came with certain devices.

A motion was made by Commissioner Dorsett, and seconded by Commissioner Judeikis, to allow a resident to speak.

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

Ms. Hardy clarified that her concern was not about the beautification efforts, but for safety at the intersection of SW 56 Avenue and SW 25 Street as it was extremely dangerous turning south onto SW 56 Avenue from this point.

Mr. Balogun said Staff would submit the request to the County again.

(Supplemental materials for this item were distributed and are filed with City records.)

ii. Collaboration with MPO and Florida Department of State for Pedestrian Facilities Improvements along Sutton Road

Mr. Balogun explained that from Hallandale Beach Boulevard there was not a sidewalk on both sides. As part of the City's partnership, the request was made for installation of a sidewalk, milling and resurfacing of the street, installation of drainage devices, and said these would be improved at no cost to the City. He said unless asked otherwise, he would approve this work for the corridor to be improved.

(Supplemental materials for this item were distributed and are filed with City records.)

iii. Public Private Partnership (P3) Opportunities for the Development of the Vacant Lot at the northeast corner of State Road 7 and SW 25 Street

Mr. Balogun gave a brief presentation on opportunities for development of the vacant lot at the northeast corner of State Road 7 and SW 25 Street. He summarized conditions and requirements outlined in the Quitclaim Deed along with incentives the City. He advised that Staff has submitted a funding application to the Broward Redevelopment Program and a State Legislature Appropriations Request.

Mr. Balogun deferred to Debon Campbell to give further update on the P3 process. Mr. Campbell continued the presentation on this topic.

(Supplemental materials for this item were distributed and are filed with City records.)

iv. Small Business Grant Program – Fourth Round

Mr. Balogun advised that the City would issue a fourth round of the Mom and Pop Small Business Grant Program. He indicated there was a timetable in the agenda packet stating the next application period would open on October 11, 2016 and would close at 4 p.m. on Friday, November 11, 2016. He said Staff hoped to bring back a recommendation to the Commission prior to the Thanksgiving holiday.

Commissioner Johnson asked to clarify that whether the application period would open at midnight on October 11, 2016 and whether the Cone of Silence would begin at that time. Mr. Balogun replied affirmatively.

Commissioner Johnson asked whether a workshop would be held for small businesses to assist them in preparing or providing all the documentation required. Mr. Balogun said conversations were held with the Business Advisory Committee on this matter in the past and said Staff could initiate an effort as in some instances there was some help needed by some potential businesses.

Commissioner Johnson asked whether some publication could be made regarding the small businesses and improvements they were able to make with the grant funds from the City.

A motion was made by Commissioner Judeikis, and seconded by Commissioner Johnson, to allow a resident to speak.

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

Dr. Katrina Touchstone, 4821 SW 20 Street, voiced concern that there was no signage posted in the City Hall regarding the closing date of the application. She also voiced concern that there will not be any arbitrary changes to the closing date of the application. Mr. Balogun stated that nothing had been changed in the dates of the previous application. He stated this round would be publicized in the Community Newspaper, on the City website, and in the City Hall lobby.

Dr. Touchstone advised that Broward County has a program in place for small business programs that provided workshops for free.

Mr. Balogun stated that Mr. Debon Campbell has met with a representative from the County's SBA office and has requested that the County match the City's grant funds.

A motion was made by Commissioner Dorsett, and seconded by Commissioner Johnson, to allow a resident to speak.

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

Ms. Monique Seymour-Payne, 6042 Pembroke Road, asked who she could speak with to discuss ideas for improvements along Pembroke Road. Mr. Balogun said she could speak with him.

(Supplemental materials for this item were distributed and are filed with City records.)

v. Update on Funding Request Submitted to Vice Mayor Barbara Sharief for Water Tower Park Development

Mr. Balogun advised that a memorandum was included in the agenda packet concerning the update on the funding request submitted to Vice Mayor Barbara Sharief for the Water Tower Park Development. He advised that at the previous County Commission Meeting, the County had approved a \$242,000 award to the City; in addition, Vice Mayor Sharief would also donate \$58,000 toward the development of Water Tower Park.

Commissioner Johnson spoke of the challenges Vice Mayor Sharief faced in getting these funds for the City and expressed appreciation for her efforts.

(Supplemental materials for this item were distributed and are filed with City records.)

vi. Recognition of Gold Star Veterans and Families during the 2016 Mayor's Gala

Mr. Balogun advised that this year's United Way Mayor's Gala would include recognition of gold star veterans and their families and said two tables were reserved for the City Commission and members of the VFW Post 8195.

(Supplemental materials for this item were distributed and are filed with City records.)

vii. Free Fresh Foods Distribution – September 22, 2016

Mr. Balogun announced that the next Free Fresh Foods Distribution would be held the following day on Thursday, September 22, 2016 at 11 a.m. on the front lawn of City Hall.

(Supplemental materials for this item were distributed and are filed with City records.)

B. Monthly Budget Report – Christopher Wallace, Finance Director

Mr. Wallace briefly presented the August, 2016 budget report.

Mayor Jones commented that over 11 years the City has always been in the black and kept its budget on track. He expressed gratitude to management and Staff for their efforts and spoke of the City's ongoing progress.

10. NEW BUSINESS

11. FUTURE AGENDA ITEMS

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

Commissioner Johnson asked if Public Works Staff could address concerns at 18th and 48th coming from east to west, where the bushes in the median were blocking the view of oncoming traffic.

Vice Mayor Mack asked whether Public Works Staff could periodically drive down 56th Avenue from Pembroke to Hallandale to remove trash along that corridor.

Vice Mayor Mack stated that she had a Broward County Planning Council meeting the following morning at 10 a.m. and would be unable to attend the free fresh foods distribution event.

Mayor Jones stated that on 23rd Street, there was a residence that had about 8 or 9 cars parked in the street at night, which presented a dangerous condition.

13. ADJOURNMENT

There being no further business to come before this Body, the meeting adjourned at 9:05 p.m.

Respectfully Submitted By:

Alexandra Grant, City Clerk

Approved at the _____ City Commission Meeting

Eric H. Jones, Mayor

RESOLUTION NO. 2016-115

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WEST PARK, FLORIDA, AUTHORIZING THE MAYOR AND THE CITY ADMINISTRATOR TO EXECUTE A SECOND AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF WEST PARK AND FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (DEP) FOR FUNDING AND ADMINISTRATION OF THE SW 40TH AVENUE DRAINAGE AND INFRASTRUCTURE IMPROVEMENTS 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") previously entered into an agreement for the provision of drainage and infrastructure improvements on SW 40th Avenue within the City of West Park ("City") through the passage of Resolution 2014-64; and

WHEREAS, DEP awarded grant funding on a cost reimbursement basis in an amount not to exceed Five Hundred Thousand Dollars (\$500,000.00) toward the total estimated project cost of Five Hundred and Fifty Thousand Dollars (\$550,000); and

WHEREAS, on April 23, 2015, said Agreement was amended; and

WHEREAS, DEP and the City now desire to enter into a Second Amendment extending the completion date beyond the current authorized funding period from December 31, 2016 to March 30, 2016 and changing the final Disbursement Request Package submittal date from March 31, 2017 to June 30, 2018; and

WHEREAS, the City Commission desires to authorize the Mayor and the City Administrator to execute the Second Amendment to the Agreement between the City and DEP for funding and administration of the SW 40th Avenue Drainage and Infrastructure Improvements 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 Second Amendment to the Agreement between the City of West Park and the Florida Department of Environmental Protection for funding and administration of the SW 40th Avenue Drainage and Infrastructure Improvements 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 16th day of November 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)
Vice Mayor Johnson	_____ (Yes)	_____ (No)
Commissioner Judeikis	_____ (Yes)	_____ (No)
Commissioner Brunson	_____ (Yes)	_____ (No)
Mayor Jones	_____ (Yes)	_____ (No)

**STATE FINANCIAL ASSISTANCE AGREEMENT
DEP AGREEMENT NO. LP06222
CITY OF WEST PARK
AMENDMENT NO. 2**

THIS AGREEMENT as entered into on the 11th day of September, 2014, and amended on the 23rd day of April, 2015, between the FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (hereinafter referred to as the "Department") and the CITY OF WEST PARK (hereinafter referred to as the "Grantee") is hereby amended. Collectively, the Department and the Grantee shall be referred to as "Parties" or individually as a "Party".

WHEREAS, the Grantee has requested an end date that extends beyond the current authorized funding period.

NOW, THEREFORE, the parties hereto agree as follows:

1. Section 2. of the Agreement is hereby revised to change the completion date of the Agreement from December 31, 2016, to March 30, 2018.
2. Subsection 3C. of the Agreement is hereby revised to change the final Disbursement Request Package submittal date from March 31, 2017, to June 30, 2018.
3. Section 32. is added to the Agreement as follows:

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**

4. Section 33. is added to the Agreement as follows:

**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.

5. Section 34. is added to the Agreement as follows:

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.

6. **Attachment A-1**, Revised Project Work Plan, is hereby deleted in its entirety and replaced with **Attachment A-2**, Revised Project Work Plan, attached hereto and made a part of the Agreement. All references in the Agreement to any prior **Attachment A's**, shall hereinafter refer to **Attachment A-2**, Revised Project Work Plan.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this amendment to Agreement LP06222 to be duly executed, the day and year last written below.

CITY OF WEST PARK

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
City Manager

By: _____
Secretary or designee

Date: _____

Date: _____

FEID No.: 260111664

Fulton Holmes, DEP Grant Manager

Hana Juman, DEP QC Reviewer

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

Specify Type	Letter/ Number	Description (include number of pages)
Attachment	A-2	Revised Project Work Plan (2 Pages)

**ATTACHMENT A-2
REVISED PROJECT WORK PLAN
CITY OF WEST PARK
LP06222**

Project Title: West Park SW 40 th Avenue Drainage & Infrastructure Improvements
Project Location: S.W. 40 th Avenue (from Countyline to Pembroke Road)
<p>Project Background: Implementation of drainage system retrofit and construction of new drainage systems along S.W. 40th Avenue. The project will provide assistance with surface water run-off and remove water that collects along the right-of-way. This area is plagued by low spots where water has a propensity to pond. Subsurface drainage system will remove excess water from above ground through network of perforated system, using state BMAP. Some of these BMAP improvements will include: a) catch basins; b) drainage pipes; c) drainage outlets; d) trenches; e) curbs; f) gutters; g) drainage structures; and h) landscaped drainage retention areas.</p> <p>Amendment 1 provided an extension for task one to allow the City sufficient time to adequately complete drainage and infrastructure improvements (bidding, contract negotiation, award, commence construction, potential weather delays and punch list with certificate acceptance.</p> <p>The City encountered delays during the procurement process in the selection of a professional design firm. Additional delays were encountered during the bidding process. Currently, the City is vetting all the bid submittals to make a recommendation to the City Commission, for approval and award. Amendment 2 will provide a time extension for Task 2 to successfully complete the Drainage & Infrastructure Improvements.</p>
<p>Project Description: To include vertical and horizontal control, centerline and right-of-way reconnaissance, topography, survey with elevations at edge of pavement, along with any high or low points along roadway.</p> <p>1.Task: Professional Services contract Deliverable: copy of bid tab, copy of contract, topography survey, geotechnical report, conceptual plans, and design plans Timeline for completion: December 31, 2017 Budget Information: Contractual: Professional Services \$226,272 (DEP funds \$216,272 and local funds \$10,000) Performance Standard: The DEP Grant Manager will review deliverables to ensure they are eligible for reimbursement.</p> <p>2.Task: Construction of S.W. 40th Avenue Drainage & Infrastructure Improvements Deliverable: copy of bid tab, copy of contract, contractors schedule of values, pictures Timeline for completion: December 31, 2017 Budget Information: Contractual: Construction \$323,728 (DEP funds \$283,728 and local funds \$40,000)</p>

Performance Standard: The DEP Grant Manager will review deliverables to ensure they are eligible for reimbursement.

Total Budget by Task and Deliverables:

	Tasks	DEP Funding	Local Funds and Source	
			Local Funds	Source of Funds
1	Professional Services	216,272	10,000	City
2	Construction	283,728	40,000	City
	Total:	500,000	50,000	
	Project Total:	550,000		

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

RESOLUTION NO. 2016-116

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF WEST PARK, FLORIDA, SELECTING FLORIDA ENGINEERING AND DEVELOPMENT CORP. TO PROVIDE CONSTRUCTION SERVICES TO THE CITY OF WEST PARK, IN RESPONSE TO THE CITY'S INVITATION FOR BID NO. 16-1007; AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE THE ATTACHED CONSTRUCTION SERVICES AGREEMENT BETWEEN THE CITY OF WEST PARK AND FLORIDA ENGINEERING AND DEVELOPMENT CORP.; PROVIDING FOR AN ALLOCATION OF FUNDS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of West Park ("City") is in need of an independent contractor to provide construction services to the City for the SW 40th Avenue (Barack Obama Boulevard) Complete Street Improvement Project; and

WHEREAS, in September 2016, the City issued a Notice of Bid Invitation No. 16-1007 for Construction services and said bid responses were opened on Friday, October 14, 2016; and

WHEREAS, Perrin International Services, Inc. ("Perrin"), the City's Professional Engineering Consulting firm reviewed all said responses and ranked eight (8) firms from lowest bid to highest bid; and

WHEREAS, the City Administrator accepts the review of Perrin and recommends Florida Engineering and Development Corp. as the lowest responsive and responsible bidder; and

WHEREAS, Florida Engineering and Development Corp. has expressed the capability and desire to perform the services described in the City's Invitation for Bid and the Construction Services Agreement, attached hereto as Exhibit "A", in the amount of One Million Seven Hundred Ninety-Nine Thousand Five Hundred One Dollars and 24/100 cents (\$1,799,501.24) for the scope of work; and;

WHEREAS, the City Commission of the City of West Park, upon recommendation of the City Administrator, desires to retain Florida Engineering and Development Corp. to provide construction services and other related services as expressed in the City's Invitation for Bid No. 16-1007 for the SW 40th Avenue (Barack

Obama Boulevard) Complete Street Improvement Project, and as set forth in the Agreement marked Exhibit "A" which is attached hereto.

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

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

Section 2. Invitation for Bid-Construction Services. The City Commission of the City of West Park hereby selects Florida Engineering and Development Corp. to provide construction services to the City of West Park, in response to the City's Invitation for Bid No. 16-1007 for Construction Services.

Section 3. Authority of Mayor and City Administrator. The City Commission of the City of West Park hereby authorizes the Mayor and the City Administrator to enter into the attached Construction Services Agreement with Florida Engineering and Development Corp. for Construction Services, which is 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 4. Allocation of Funds. The City Commission hereby authorizes the expenditure for Construction Services from account numbers 01-41-00-541-490; 01-41-00-541-631; 01-41-00-541-633; 01-41-00-541-635; 01-41-00-541-638; 11-38-00-538-460 and 11-38-00-538-640.

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

PASSED and ADOPTED this 16th day of November 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)
Vice Mayor Johnson	_____ (Yes)	_____ (No)
Commissioner Judeikis	_____ (Yes)	_____ (No)
Commissioner Brunson	_____ (Yes)	_____ (No)
Mayor Jones	_____ (Yes)	_____ (No)

AGREEMENT

THIS IS AN AGREEMENT, dated the ___ day of _____, 2016, between:

CITY OF WEST PARK, a Florida municipal corporation,
hereinafter "CITY,"

and

FLORIDA ENGINEERING AND DEVELOPMENT CORP.,
a corporation, authorized to do business in the State of Florida,
hereinafter "CONTRACTOR."

WITNESSETH:

In consideration of the mutual terms and condition, promises, covenants, and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

ARTICLE 1
PREAMBLE

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions, of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

- 1.1 CITY is in need of a contractor for construction services for a project titled, SW 40th Avenue (Barack Obama Blvd.) from SW 41st Street (County Line Road) to Pembroke Road (SR824).
- 1.2 CITY desires to contract with a professional company with the knowledge and ability to perform the services sought.
- 1.3 On November 16, 2016, the CITY awarded the Invitation for Bid to CONTRACTOR and authorized the proper CITY officials to enter into an agreement with CONTRACTOR to render the services more particularly described herein below.

ARTICLE 2
SCOPE OF WORK

- 2.1 CONTRACTOR shall furnish all of the materials, tools, supplies, and labor necessary to perform all of the work described in the Invitation for Bid Project Number 16-1007, a copy of which is attached hereto and specifically made a part of this Agreement as Exhibit "A" and in accordance with the prices set forth in Exhibit "B" attached hereto.
- 2.2 CONTRACTOR shall abide by all specifications outlined in the Notion of Bid Invitation.

2.3 CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.

2.3 CONTRACTOR assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with applicable recognized professional standards and relevant Florida Statutes.

ARTICLE 3 COMMENCEMENT OF SERVICES

3.1 The CONTRACTOR shall commence work as directed by CITY upon the effective date stated in a Notice to Proceed issued by the City Administrator or his designee and in accordance with a project timeline to be provided to CONTRACTOR by the CITY. CONTRACTOR shall complete all work in a timely manner, but no later than 270 days, as directed by CITY and as stated in Exhibit "A" to this Agreement.

3.2 It is mutually agreed that time is of the essence of this Contract and should the CONTRACTOR fail to complete the work within the specified time, or any authorized extension thereof, there shall be deducted from the compensation otherwise to be paid to the CONTRACTOR, and the CITY will retain as liquidated damages the amount of Two Thousand Five Hundred Dollars (\$2,500.00) **per calendar day** for each calendar day elapsing beyond the specified time for completion or any authorized extension thereof, which sum shall represent the actual damages which the CITY will have sustained by failure of the CONTRACTOR to complete the work within the specified time. It is further agreed that said sum is not penalty, but is the stipulated amount of damage sustained by the CITY in the event of such default by the CONTRACTOR.

3.3 Anything to the contrary notwithstanding, minor adjustment to the timetable for completion approved by CITY in advance, in writing, will not constitute a delay by CONTRACTOR. Furthermore, a delay due to an Act of God, fire, lockout, strike or labor dispute, riot or civil commotion, act of public enemy or other cause beyond the control of CONTRACTOR shall extend this Agreement for a period equal to such delay and during this period such delay shall not constitute a delay by CONTRACTOR for which liquidated damages are due.

ARTICLE 4 CONTRACT SUM

4.1 The CITY hereby agrees to pay CONTRACTOR for the faithful performance of this Agreement, for work completed in accordance with its response to Invitation for Bid Project Number 16-1007 for Construction Services. Prices for work completed by the CONTRACTOR shall be as reflected in CONTRACTOR's response for Construction Services made a part hereof as Exhibit "A" and in accordance with the prices set forth in Exhibit "B" attached hereto.

4.2 CONTRACTOR shall be solely responsible for and shall provide for the payment of workers compensation insurance coverage and premium, and all other insurance pursuant to Article 5 below, withholding taxes, FICA, pension and profit sharing contributions, retirement contributions, if any, all remunerations; all labor contract compliance, and all other charges, fees, permits and expenses associated with the employment of such personnel provided by CONTRACTOR hereunder. CITY shall bear no responsibility for any such charge, fees, permits or expenses associated with the employment of such personnel by CONTRACTOR.

4.3 Payment to CONTRACTOR for all tasks and charges under this Agreement shall be in accordance with the schedule set forth in Exhibit "B" hereto and the following conditions:

- A. Disbursements. There are no reimbursable expenses associated with this Agreement.
- B. Payment Schedule. Invoices received from CONTRACTOR pursuant to this Agreement will be reviewed by the appropriate City Department. If services have been rendered in conformity with the Agreement, the invoice will be sent to the City's Finance Department for payment.
- C. Availability of Funds. CITY's performance and obligation to pay under this Agreement is contingent upon an annual appropriation for its purpose by the City Commission.
- D. Final Invoice. In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR's final bill to the CITY.

4.4 The making and acceptance of the final payment shall constitute a waiver of all claims by the CITY other than those arising from unsettled liens, or from requirements of the specifications. It shall also constitute a waiver of all claims by the CONTRACTOR, except those previously made and still unsettled.

ARTICLE 5 CONTRACTOR'S LIABILITY INSURANCE

5.1 The CONTRACTOR shall not commence work under this contract until he has obtained all insurance required under this paragraph and such insurance has been approved by the CITY nor shall the CONTRACTOR allow any Subcontractor to commence work on his sub-contract until all similar such insurance required of the subcontractor has been obtained and approved.

5.2 Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the City prior to the commencement of the work. These Certificates shall contain a provision that coverage afforded under these policies will not be canceled until at least thirty days (30) prior written notice has been given to the CITY. Policies shall be issued by companies authorized to do business under the laws of the State of Florida.

5.3 Financial Ratings must be no less than "A" in the latest edition of "Bests Key Rating Guide", published by A.M. Best Guide.

5.4 Insurance shall be in force until all work required to be performed under the terms of the Contract is satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this contract, then in that event, the CONTRACTOR shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the contract and extension thereunder is in effect. The CONTRACTOR shall not continue to work pursuant to this contract unless all required insurance remains in full force and effect.

5.5 Comprehensive General Liability insurance to cover bodily injury liability and property damage liability with minimum limits of One Million Dollars (\$1,000,000.00) per occurrences. Exposures to be covered are:

- Premises and Operation
- Products/Completed Operations
- Broad Form Property Damages
- Broad Form Contractual Coverage applicable to this specific Agreement, including any hold harmless and/or indemnification agreement.
- Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

Business Automobile Liability with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, and must include:

- Owned vehicles
- Hired and Non-Owned Vehicles
- Employers' Non-Ownership.

5.6 The CONTRACTOR shall hold the CITY, its agents, and employees, harmless on account of claims for damages to persons, property or premises arising out of the operations to complete this Agreement and name the CITY as an additional insured under their policy.

5.7 The CITY reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

ARTICLE 6 PROTECTION OF PROPERTY

6.1 At all times during the performance of this Contract, the CONTRACTOR shall protect the CITY's property and properties adjoining the Project site from all damage whatsoever on account of the work being carried on pursuant to this Agreement.

ARTICLE 7
CONTRACTOR'S INDEMNIFICATION

7.1 The CONTRACTOR agrees to release the CITY from and against any and all liability and responsibility in connection with the above mentioned matters. The CONTRACTOR further agrees not to sue or seek any money or damages from CITY in connection with the above mentioned matters, except in the event that the City fails to pay to CONTRACTOR the fees and costs as provided for in Article 4 herein.

7.2 The CONTRACTOR agrees to indemnify and hold harmless the CITY, its trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, or causes of action of whatsoever kind or nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees, sustained by the CITY or any third party arising out of, or by reason of, or resulting from the CONTRACTOR's negligent acts, errors, or omissions.

7.3 If a court of competent jurisdiction holds the City liable for certain tortuous acts of its agents, officers, or employees, such liability shall be limited to the extent and limit provided in 768.28, Florida Statutes. This provision shall not be construed as a waiver of any right or defense that the City may possess. The City specifically reserves all rights as against any and all claims that may be brought.

ARTICLE 8
INDEPENDENT CONTRACTOR

8.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONTRACTOR's activities and responsibilities hereunder provided. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 9
CONTRACT BOND

9.1 The bond requirements for this Agreement shall be as follows:

Performance Bond	Amount: 110% of the construction cost
Payment Bond	Amount: 110% of the construction cost
Bid Bond	Amount: 5% due at time of bid submittal

ARTICLE 10
CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

10.1 CITY or CONTRACTOR may request changes that would increase, decrease or otherwise modify the Scope of Services/Basic Services to be provided under this Agreement as described in Article 2 of this Agreement. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the CITY and must be contained in a written amendment, executed by the parties hereto, with the same formality and with equality and dignity prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work. Each amendment shall at a minimum include the following information on each project:

PROJECT NAME
PROJECT DESCRIPTION
ESTIMATED PROJECT COST
ESTIMATED COST FOR ADDITION OR CHANGE TO PROJECT CONTRACT
ESTIMATED PROJECT COMPLETION DATE

10.2 In no event will the CONTRACTOR be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

ARTICLE 11
TERM AND TERMINATION

11.1 This Agreement shall commence upon the effective date stated in a Notice to Proceed issued by the City Administrator or his designee, and shall remain in effect for until date specified in the notice or as extended in writing.

11.2 This Agreement may be terminated by either party for cause, or the CITY for convenience, upon thirty (30) days written notice by the CITY to CONTRACTOR in which event the CONTRACTOR shall be paid its compensation for services performed to termination date. In the event that the CONTRACTOR abandons this Agreement or causes it to be terminated, he shall indemnify the CITY against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONTRACTOR shall become the property of CITY and shall be delivered by CONTRACTOR to CITY.

ARTICLE 12
CONTRACT DOCUMENTS

12.1 CONTRACTOR and CITY hereby agree that the following Specification and Contract Documents, which are attached hereto and made a part thereof, are fully incorporated herein and made a part of this Agreement, as if written herein word for word: this Agreement; City of West Park Bid Invitation No. 16-1007; Response for Construction Services; City Commission award; and any exhibits thereto.

ARTICLE 13
MISCELLANEOUS

13.1 Legal Representation. It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply due to the joint contribution of both parties.

13.2 Assignments. This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the CITY and its successors and assigns.

13.3 Records. CONTRACTOR shall keep books and records and require any and all subcontractors to keep books and records as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed, if applicable. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries.

CITY is a public agency subject to Chapter 119, Florida Statutes. To the extent CONTRACTOR is acting on behalf of CITY pursuant to Section 119.0701, Florida Statutes, CONTRACTOR shall:

- a. Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by CITY were CITY performing the services under this agreement;
- b. Provide the public with access to such public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- d. Meet all requirements for retaining public records and transfer to CITY, at no cost, all public records in possession of the CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the CITY.

13.4 Ownership of Documents. Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of City.

13.5 No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other

consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

13.6 Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the CONTRACTOR and the CITY designate the following as the respective places for giving of notice:

CITY: W. Ajibola Balogun, City Administrator
1965 South State Road 7
West Park, Florida 33023

Copy To: Burnadette Norris-Weeks, City Attorney
Burnadette Norris-Weeks, P.A.
401 North Avenue of the Arts
Fort Lauderdale, Florida 33311

CONTRACTOR: Jose Vega, President
Florida Engineering and Development Corp.
12076 NW 98th Avenue
Hialeah Gardens, FL 33018

13.7 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

13.8 Exhibits. Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

13.9 Headings. Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

13.10 Severability. If any provision of this Agreement or application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

13.11 Governing Law. This Agreement shall be governed by the laws of the State of Florida with venue lying in Broward County, Florida.

13.12 Disputes. Any claim, objection, or dispute arising out of the terms of this Agreement

shall be litigated in the Seventeenth Judicial Circuit Court in and for Broward County.

13.13 Attorney's Fees. To the extent authorized by law, in the event that either party brings suit for enforcement of this Agreement, the prevailing party shall be entitled to attorney's fees and court costs in addition to any other remedy afforded by law.

13.14 Extent of Agreement. This Agreement together with Contract Documents, attached as an Exhibit hereto, as amended herein above represents the entire and integrated agreement between the CITY and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

13.15 Waiver. Failure of the CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be construed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

CITY OF WEST PARK

ATTEST:

Alexandra Grant, City Clerk

BY: _____
Eric H. Jones, Jr., Mayor

APPROVED AS TO FORM

Burnadette Norris-Weeks, City Attorney

W. Ajibola Balogun, City Administrator

CONTRACTOR

WITNESSES:

BY: _____
Jose Vega, President
Florida Engineering and Development Corp.
12076 NW 98th Avenue
Hialeah Gardens, FL 33018

ATTEST:

SECRETARY

STATE OF FLORIDA)) SS:
COUNTY OF BROWARD)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____, of _____, a Florida corporation, and acknowledged executed the foregoing Agreement as the proper official of _____, for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this __ day of _____, 2016.

NOTARY PUBLIC

My Commission Expires:

EXHIBIT "A"
(RESPONSE FOR CONSTRUCTION SERVICES -
CITY OF WEST PARK BID NO. 16-1007)

City of West Park

FLORIDA ENGINEERING & DEVELOPMENT
CORP.

PROJECT MANUAL

SW 40th Avenue (Barack Obama Blvd.)
From SW 41st Street (County Line Road)
To Pembroke Road (SR824)

CITY COMMISSION

Mayor: Eric H. Jones
Vice Mayor: Rita Mack
Commissioners: Thomas Dorsett
Brian Johnson
Kristine Judeikis

ADMINISTRATION:

City Manager: W. Ajibola Balogun
City Attorney: Burnadette Norris Weeks

PREPARED BY:

BCC Engineering

Date:

September 2016

Table of Contents

SECTION 00100 - NOTICE OF BID INVITATION.....
SECTION 00200 - INSTRUCTION TO BIDDERS.....
SECTION 00300 – PROPOSAL.....
LIST OF MAJOR SUB CONTRACTOR.....
SECTION 00350 - CONTINUED QUESTIONARE.....
SECTION 00410 - BID BOND.....
SECTION 00500 - CONTRACT AGREEMENT.....
SECTION 00610 - PERFORMANCE BOND.....
SECTION 00620 - PAYMENT BOND.....
SECTION 00650 - CERTIFICATE OF INSURANCE.....
SECTION 00660 - ACKNOWLEDEMENT OF CONFORMANCE WITH OSHA.....
SECTION 00665 - TRENCH SAFETY ACT COMPLIANCE.....
SECTION 00700 - GENERAL CONDITIONS
SECTION 00800 - SUPPLEMENTARY CONDITIONS
SECTION 00900 – ADDENDUM.....
SECTION 00950 - PROJECT SIGN.....
SECTION 01000 - GENERAL REQUIREMENT.....

SPECIFICATIONS

SECTION 01 GENERAL CONDITIONS/ CONTRACT ITEMS
SECTION 02 DRAINAGE/ROADWAY
SECTION 02.102-01 MAINTENANCE OF TRAFFIC
SECTION 02.104 PREVENTION, CONTROL, AND ABATEMENT OF EROSION AND WATER POLLUTION
SECTION 02.105 CONTRACTOR QUALITY CONTROL GENERAL REQUIREMENTS
SECTION 02.120-1 EXCAVATION AND BACKFILL
SECTION 02.121 FLOWABLE FILL.....
SECTION 02.125 EXCAVATION FOR STRUCTURES AND PIPE.....
SECTION 02.160 STABILIZING
SECTION 02.162 PREPARED SOIL LAYER
SECTION 02.200 ROCK BASE.....
SECTION 02.204 GRADED AGGREGATE BASE.....
SECTION 02.285 OPTIONAL BASE COURSE.....
SECTION 02.290 GRANULAR SUBBASE.....
SECTION 02.320 HOT MIX ASPHALT - PLANT METHODS AND EQUIPMENT.....
SECTION 02.330 HOT MIX ASPHALT – GENERAL CONSTRUCTION REQUIREMENTS.....
SECTION 02.331 TYPE S ASPHALT CONCRETE, QUALITY ASSURANCE AND ACCEPTANCE PROCEDURES.....
SECTION 02.337 ASPHALT CONCRETE FRICTION COURSE – FC-9.5.....
SECTION 02.346 PORTLAND CEMENT CONCRETE
SECTION 02.347 PORTLAND CEMENT CONCRETE – CLASS NS.....
SECTION 02.415 REINFORCING STEEL
SECTION 02.425 INLETS, MANHOLES, AND JUNCTION BOXES
SECTION 02430 PIPE CULVERTS
SECTION 02.443 FRENCH DRAINS
SECTION 02.449 PRECAST CONCRETE DRAINAGE PRODUCTS.....
SECTION 02.520 CONCRETE GUTTER, CURB ELEMENTS AND TRAFFIC SEPARATOR
SECTION 02.522 CONCRETE SIDEWALK AND DRIVEWAYS.....
SECTION 02.526 ARCHITECTURAL PAVERS
SECTION 02.527 DETECTABLE WARNINGS.....
SECTION 02.550 FENCING
SECTION 02.570A PERFORMANCE TURF
SECTION 02.570B PLASTIC EROSION MAT

SECTION 02.603 GENERAL REQUIREMENTS FOR TRAFFIC CONTROL SIGNALS AND DEVICES
SECTION 02.630 CONDUIT
SECTION 02.635 PULL, SPLICE, AND JUNCTION BOXES
SECTION 03 LANDSCAPE, IRRIGATION AND PAVERS
SECTION 04 SIGNS, RPMS, TRAFFIC STRIPES AND MARKINGS
SECTION 04.700 ROADWAY SIGNS
SECTION 04.706 RPM's
SECTION 04.710 PAINTED PAVEMENT MARKINGS
SECTION 04.711 THERMOPLASTIC TRAFFIC STRIPES AND MARKINGS
SECTION 05 LIGHTING
SECTION 05.715 PEDESTRIAN/ROADWAY LIGHTING.....

MATERIALS

SECTION 901 COARSE AGGREGATE.....
SECTION 902 FINE AGGREGATE.....
SECTION 911 LIMEROCK MATERIAL FOR BASE AND STABILIZED BASE
SECTION 913 SHELL MATERIAL.....
SECTION 913A SHELL - ROCK MATERIAL.....
SECTION 914 STABILIZATION MATERIALS
SECTION 915 CEMENTED COQUINA SHELL MATERIAL.....
SECTION 916 BITUMINOUS MATERIALS
SECTION 921 PORTLAND CEMENT AND BLENDED CEMENT.....
SECTION 923 WATER FOR CONCRETE.....
SECTION 925 CURING MATERIALS FOR CONCRETE
SECTION 931 METAL ACCESSORY MATERIALS FOR CONCRETE PAVEMENT AND STRUCTURES
SECTION 932 NON-METALLIC ACCESSORY MATERIALS FOR CONCRETE PAVEMENT AND
STRUCTURES.....
SECTION 942 PRECAST CONCRETE PIPE GASKETS
SECTION 943 CORRUGATED STEEL PIPE AND PIPE ARCH (INCLUDING UNDERDRAIN).....
SECTION 945 ALUMINUM PIPE, INCLUDING UNDERDRAIN, PIPE ARCH AND STRUCTURAL PLATE PIPE
AND PIPE ARCH.....
SECTION 948 OPTIONAL DRAINAGE PRODUCTS AND LINEAR REPAIR SYSTEMS
SECTION 949 BRICK AND CONCRETE MASONRY UNITS FOR MANHOLES, INLETS AND OTHER
STRUCTURES.....
SECTION 962 STRUCTURAL STEEL AND MISCELLANEOUS METAL ITEMS (OTHER THAN ALUMINUM)
.....
SECTION 965 GENERAL PROVISIONS FOR ALUMINUM ITEMS (Including Welding)
SECTION 970 MATERIALS FOR RAISED RETRO-REFLECTIVE PAVEMENT MARKERS AND BITUMINOUS
ADHESIVE
SECTION 971 TRAFFIC MARKING MATERIALS.....
SECTION 975 STRUCTURAL COATING MATERIALS
SECTION 981 TURF MATERIALS.....
SECTION 982 FERTILIZER
SECTION 983 WATER FOR GRASSING.....
SECTION 985 GEOTEXTILE FABRICS.....
SECTION 987 PREPARED SOIL LAYER MATERIALS.....
SECTION 990 TEMPORARY TRAFFIC CONTROL DEVICES MATERIALS.....
SECTION 992 PEDEDTRIAN/ROADWAY LIGHTING MATERIALS
SECTION 994 RETROREFLECTIVE AND NONREFLECTIVE SHEETING FOR TRAFFIC CONTROL DEVICES
.....

GEOTECHNICAL REPORT



NOTICE OF BID INVITATION

CITY OF WEST PARK BID NO.: 16-1007

The City of West Park will receive sealed proposals until **3:00 P.M. local time, Friday, October 7, 2016** at the City Clerk's Office, City of West Park City Hall, 1965 South State Road 7, West Park, Florida 33023, for the following project:

**SW 40 AVENUE (BARACK OBAMA BLVD.)
COMPLETE STREET IMPROVEMENT
FROM SW 41 STREET (COUNTY LINE ROAD)
TO PEMBROKE ROAD (SR 824)**

The project proposes improvements along SW 40th Avenue from SW 41st Street (County Line Road) to Pembroke Road (SR 824). Project elements include shoulder widening in order to introduce bike lanes along SW 40th Avenue as well as the implementation of several traffic calming features such as speed humps, raised intersections, textured pavement, and a roundabout per the City's master plan. This project also includes the construction of additional French drains, new signs and pavement markings, and the installation of supplementary pedestrian lighting.

Bids will be opened publicly at or shortly after 3:05 P.M. on Friday, October 7, 2016 at the City of West Park City Hall, Commission Chamber, located at 1965 South State Road 7, West Park, Florida 33023.

Bid documents may be obtained on or after Tuesday, September 6, 2016 from the City's website at www.cityofwestpark.org or from www.demandstar.com. Bid documents may also be picked up at the City of West Park City Hall, City Clerk's Office, located at 1965 South State Road 7, West Park, Florida 33023. A \$100.00 non-refundable deposit per set of plans and specifications is required for bid documents picked up at City Hall.

The bid will be awarded to the lowest responsible responsive bidder. If, however, the City Manager deems it to be in the best interest of the City of West Park, the City Manager reserves the right to reject any and all bids, to waive any informalities or minor defects in any bids, and to increase or decrease the quantities shown in the Bid Form.

Bids which contain irregularities of any kind may be rejected as informal.

A non-mandatory pre-bid conference will be held at City of West Park City Hall, City Commission Chamber, 1965 South State Road 7, West Park, Florida 33023, at 10:00 am local time on Wednesday, September 28, 2016. All interested contractors are invited to attend.

The City of West Park is an Equal Opportunity Employer and encourages the participation of certified Black MBE contractors.

SECTION
00200

INSTRUCTION TO
BIDDERS

1. BID FORM

All bids must be submitted in conformity with the requirements of the Project Manual and on the Bid Form included herewith (Section 300). Also include the Contractor's Questionnaire (Section 00350, with copies if applicable licenses and certifications, latest financial statement, and a list of similar projects completed), and Bid Bond (Section 00410). The entire Project Manual and attachments shall be placed in a sealed envelope, marked on the outside with the Contractor's name, address, phone number and Project Name, with the words "SEALED – DO NOT OPEN UNTIL OFFICIAL BID OPENING DATE" clearly marked on the outside. Bids, which contain irregularities of any kind or incomplete bids, may be rejected as informal.

2. BID GUARANTY

The bid must be accompanied by a Bid Guaranty which shall be for an amount equal to five percent (5%) of the proposal and at the option of the bidder may be a certified check, cashier's check, or bid bond. Cash deposits will not be accepted. The Guaranty shall be forfeited if the successful bidder fails to enter into a contract in the form shown within ten (10) working days of the Notice of Award of the Contract. The checks and bid bonds of all except the three lowest bidders will be returned immediately after the opening of bids and the remaining checks or Bid Bonds will be returned within ten (10) working days after the signing of the contract by the successful bidder.

3. TIME FOR RECEIVING BIDS

Bids received prior to the time of opening will be securely kept, unopened. All bids shall be delivered to the City Clerk's Office, 1965 South State Road West Park, FL 33023. No bids will be received after 3:00 P.M. on date of bid opening.

4. QUESTIONS DEADLINE

Deadline for submitting questions is at 5:00 p.m. on Wednesday, September 28, 2016. All questions shall be submitted in writing by letter or fax or email the City Clerk only.

5. WITHDRAWAL OF BIDS

Bids may not be withdrawn for a period of ninety days (90) from the opening thereof.

6. BIDDERS PRESENT

At or shortly after 3:05 P.M. the bids will be opened and their contents will be made public for the information of the bidders and others properly interested, who may be present either in person or by representative.

7. AWARD OF CONTRACT

The contract will be awarded not later than (90) days from the bid opening date, to the lowest responsible bidder, complying with the conditions of the Notice of Bid Invitation, provided the bid is reasonable, and it is in the interest of the City to accept it. The City however, reserves the right to reject any or all bids.

8. QUALIFICATIONS OF BIDDERS

In the event portions of the work called for in the specifications are to be installed, constructed, or assembled by a sub-contractor or sub-contractors, the bidder must fill in the information requested in the Proposal.

9. WARRANTY

Neither the final payment nor any provision of the Contract Documents, nor the use of the equipment by the City shall constitute an acceptance of items found not to comply with stipulations of the Contract Documents. The Contractor shall furnish suitable warranty and guarantee.

10. INSURANCE

The bidder to whom a Contract is awarded shall take out and maintain Worker's Compensation Insurance to cover all his/her employees as well as maintain public liability and property damage insurance. See Section 00800, subsection 9 for more details.

11. ELIGIBLE BIDDERS

The City reserves the right, before awarding a Contract, to require a Bidder to submit evidence of his/her qualifications, as may be deemed necessary, and consider any evidence available to it of the financial, technical, and other qualifications and abilities of the bidder. The Contract will be awarded only to a Bidder fully qualified to undertake the proposed work. All material or services must meet all applicable Federal, State and Local specifications.

12. SAFETY PRECAUTIONS

The Contractor shall maintain suitable and sufficient guards and barriers and, at night, suitable and sufficient safety standards required by Municipal, County, State and Federal ordinances and laws.

13. PRE-BID INSPECTION

The Bidder, before submitting a Proposal, is required to visit and examine the site of the work and satisfy himself/herself about the character of the work, any possible difficulties, and all conditions and circumstances which do and may affect the work.

14. CONTRACTOR'S QUESTIONNAIRE

Section 00350 contains the form entitled "Contractor's Questionnaire." This form must be completed and submitted as an integral part of the bid package.

15. QUALIFICATION OF SURETIES

A. General: The following requirements shall be met by all surety companies furnishing bid, performance payment or other type of bonds:

B. Qualifications: As to companies being rated acceptable:

1. The Surety shall be rated as "A" or better as to General Policyholders Rating and Class X or better as to Financial Category by Best's Key Rating Guide, published by Alfred M. Best Company, Inc., of 75 Fulton Street, New York, New York, 10038.

2. The Surety shall be listed on the U.S. Department of the Treasury, Fiscal Service, Bureau of Government Financial Operations, Circular 570, (1982 Revision) entitled, "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies."
 3. All Surety Companies are subject to approval and may be rejected by the Owner without cause, in the same manner that bids may be rejected.
- C. Limitations: Bonding Limits or Bonding Capacity refer to the limit or amount of Bond acceptable on any one risk.
1. The bonding limit of the Surety shall not exceed ten percent (10%) of the policyholder surplus (capital and surplus) as listed by the aforementioned Best's Key Rating Guide, on any one risk (penalty or amount of any one bond).
- D. Requirements:
1. Policy Holders Surplus is required to be 5 times the amount of any one bond.

END OF SECTION

SECTION
00300
PROPOSAL

Submitted: October 7th, 2016.

City Clerk's Office City Hall
1965 South State Road 7
West Park, FL 33023

Bidders:

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Proposal, as principal or principals, is or are named herein and that no other person than herein mentioned has any interest in the Proposal of the Contract to which the work pertains; that this Proposal is made without connection or arrangement with any other person, company, or parties making a bid or proposal and that the Proposal is in all respects fair and made in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and that from personal knowledge and experience, or that he has made sufficient observations of the conditions of the project site to satisfy himself that such site is a correct and suitable one for this work and he assumes full responsibility therefore, that he has examined the Drawings and Specifications for the work and from his own experience or from professional advice that the Drawings and Specifications are sufficient for the work to be done and he has examined the other Contractual Documents relating thereto, including the Notice of Bid Invitation, Instructions to Bidders, Proposal, Contract, General and Special Conditions, Technical Specifications, Drawings and has read all addenda prior to the receipt of bids, and that he has satisfied himself fully, relative to all matters and conditions with respect to the work to which this Proposal pertains.

The Bidder further proposes and agrees, if this Proposal is accepted, to contract with the City of West Park (Owner), in the form of contract specified, to furnish all necessary materials, all equipment, all necessary machinery, tools, apparatus, means of transportation, and labor necessary to complete the work specified in the Proposal and the Contract, and called for by the Drawings and Specifications and in the manner specified.

The Bidder further proposes and agrees to comply in all respects with the time limits for commencement and completion of the work as stated in the Contract Form.

The Bidder further agrees that the deductions for liquidated damages, as stated in the Contract Form, constitute fixed, agreed, and liquidated damages to reimburse the Owner for additional costs to the Owner resulting from the work not being completed within the time limit stated in the Contract Form.

The Bidder further agrees to execute a Contract and furnish satisfactory Performance and Payment Bonds each in the amount of one-hundred ten percent (110%) of the Contract price, within ten (10) consecutive calendar days after written notice being given by the Owner of the award of the Contract, and the undersigned agrees that in case of failure on his part to execute the said Contract and Performance and Payment Bonds within the ten (10) consecutive calendar days after the award of the Contract, the cashier's check or Bid Bond accompanying his bid and the money payable thereon shall be paid to the Owner as liquidation of damages sustained by the Owner; otherwise, the check accompanying the Proposal shall be returned to the undersigned after the Contract is signed and the Performance and Payment Bonds are filed.

NOTICE TO ALL BIDDERS:

The undersigned agrees to accept in full compensation therefore the total of the lump sum prices for the items named in the following schedule, based on the quantities actually constructed as determined by the applicable measurement and payment portion of the technical specifications.

Bidders Certificate of Competency No. GC045310

Bidders Occupational License No. BL18410

Acknowledgment is hereby made of the following Addenda received since issuance of the Project : RPI's

Manual: Addendum No. 1 Dated: 10/4/16 Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____ Addendum No. _____ Dated: _____ Addendum No.

_____ Dated: _____ Addendum No. _____ Dated: _____

Attached hereto is a cashier's check on the Bid Bond 5% of the Bid Amount

_____ Bank of _____ Dollars

(\$ _____), made payable to the City West Park, Florida.

Florida Engineering and Development Corp. L.S. (Name of Bidder) (Affix Seal)

_____ L.S. Signature of Officer

Jose Vega/President L.S. (Title of Officer)

Address: 12076 NW 98th AVE

City: Hialeah Gardens State: Florida, 33018

The full names and residences of persons and firms interested in the foregoing bid, as principals, are as follows:

Name of the executive who will give personal attention to the work: Omar Medina

Attach list of subcontractors
see Attached

SUBCONTRACTORS

1. Barreiro Concrete Concrete
2. P & J Striping Striping & Signage
3. General Asphalt Mill & Asphalt
4. Arazoza Brothers Landscaping