



Town of Pembroke Park

Agenda

SPECIAL COMMISSION MEETING
Monday, July 20, 2020 @ 6:00 PM
Virtual Meeting

Page

1. VIRTUAL MEETING INSTRUCTIONS

NOTICE IS HEREBY GIVEN that the Town Commission of the Town of Pembroke Park, Florida, will hold a "Virtual" Special Meeting utilizing communications media technology ("CMT"), in accordance with Governor Ron DeSantis' Executive Order No. 20-69, dated March 20, 2020, pertaining to conducting local government meetings while under the public health emergency related the spread of Novel Coronavirus Disease 2019 (COVID- 19)

Special Commission Meeting
Monday, July 20, 2020 6:00 PM - 9:00 PM (EDT)

You can dial in using your phone.

United States (Toll Free): [1 866 899 4679](tel:18668994679)

United States: [+1 \(571\) 317-3116](tel:+15713173116)

Access Code: 293-128-661

During the meeting you can submit a text or voicemail at (954) 707-9820

Any member of the public wishing to comment publicly on any matter, including on items on the agenda, may submit their comments by email to the Deputy Town Clerk at townclerk@townofpembrokepark.com.

All comments submitted by email that, if read orally, are three minutes or less shall be read into the record. All comments submitted by email shall be made a part of the public record. If any member of the public requires additional information about this Town Commission meeting or has any questions about how to submit a public comment at the meeting, please contact:

Marlen D. Martell, Deputy Town Clerk
Town of Pembroke Park
3150 SW 52 Avenue
Pembroke Park, FL 33023
954-966-4600, ext: 235

2. CALL TO ORDER

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

5. ADDITIONS, DELETIONS OR WITHDRAWALS TO THE AGENDA

- 5.a. Authorization to advertise and send out invitation to bid for the Agro-Eco Forest Garden Walkway and Picnic Area approved under FRDAP

4 - 60

[Agenda Item Report - AIR-20-063 - Pdf](#)
[FRDAP Application A-EFFG](#)

- 5.b. Forklift - Commissioner Dieuville
- 5.c. Special Meeting cost - Clerk Commissioner Jacobs
- 6. PUBLIC COMMENTS RELATED TO AGENDA ITEMS / GOOD & WELFARE
- 7. TOWN BUSINESS
 - 7.a. Public Services Director position - Vice Mayor Clark
 - 7.b. Resolution to create a Police Department - Clerk Commissioner Jacobs, Town Manager Jimenez, Town Attorney Ryan 61 - 64
RESOLUTION NO. 2020-088
 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, RELATING TO **MUNICIPAL LAW ENFORCEMENT**; AUTHORIZING THE ESTABLISHMENT OF THE TOWN OF PEMBROKE PARK POLICE DEPARTMENT; DIRECTING TOWN STAFF TO COMPLETE AND FILE ALL REQUIRED APPLICATIONS, NOTICES AND RELATED DOCUMENTS WITH FEDERAL, STATE AND LOCAL GOVERNMENT AGENCIES TO ESTABLISH A MUNICIPAL POLICE DEPARTMENT; APPOINTING DAVID A. HOWARD TO SERVE AS AGENT FOR TOWN FOR ALL MATTERS RELATING TO THE ESTABLISHMENT OF TOWN OF PEMBROKE PARK POLICE DEPARTMENT; PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.
[2020-088 Police Department creation](#)
 - 7.c. Separation Agreement for Mr. Newall Daughtrey - Town Attorney Ryan 65 - 72
RESOLUTION NO. 2020-087
 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING THE TOWN TO MAKE AND ENTER INTO A **SEPARATION AGREEMENT AND MUTUAL RELEASE WITH NEWALL J. DAUGHTREY**; AUTHORIZING AND DIRECTING THE TOWN MANAGER TO EXECUTE AND DELIVER SAID SEPARATION AGREEMENT AND MUTUAL RELEASE FOR AND ON BEHALF OF THE TOWN; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.
[2020-087 Newall Daughtrey Mutual Release](#)
[Separation Agreement and Mutual Release Daughtrey](#)
 - 7.d. Legal Attorney Contract for Mayor Mohammed - Town Attorney Ryan 73 - 78
[Mayor Attorney services Levi Williams](#)
[REVISED Mayor Attorney services Levi Williams](#)
 - 7.e. Requesting Executive Session - Town Attorney Ryan
 - 7.f. Bills Over \$500 - Assistant Finance Director Taubenfeld 79
[July 20th 2020 Bills Over \\$500](#)
 - 7.g. Fiscal Year 2020 - 2021 Tentative Maximum Millage Rate 80
[Agenda Item Report - AIR-20-062 - Pdf](#)
 - 7.h. Requesting to change the initial budget hearing date - Assistant Finance 81

Director Taubenfeld

Change Budget hearing date from September 9th to September 16th

[Agenda Item Report - AIR-20-061 - Pdf](#)

7.i. Bills over \$500 - Assistant Finance Director Taubenfeld 82 - 83

[Agenda Item Report - AIR-20-060 - Pdf](#)

[July 20th 2020 Bills Over \\$500](#)

7.j. Town LOGO - Town Manager Jimenez, IT Director Pakula 84 - 85

[Logo memo](#)

[pembrokeparkfl-logo-vector](#)

8. COMMISSION COMMENTS/ANNOUNCEMENTS

9. ADJOURNMENT

IN ACCORDANCE WITH THE PROVISIONS OF F.S. SECTION 286.0105, IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE BOARD, AGENCY, OR COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING OR HEARING, HE OR SHE WILL NEED A RECORD OF THE PROCEEDINGS, AND, 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.

ANY PERSON REQUIRING AUXILIARY AIDS AND SERVICES AT THIS MEETING MAY CALL THE TOWN CLERKS OFFICE AT 954-966-4600 AT LEAST TWO CALENDAR DAYS PRIOR TO THE MEETING. IF YOU ARE HEARING OR SPEECH IMPAIRED PLEASE CONTACT THE FLORIDA RELAY SERVICES BY USING THE FOLLOWING NUMBERS: 1-800-955-8770 (VOICE) OR 1-800-955-8771 (TDD)

DECORUM - ALL COMMENTS MUST BE ADDRESSED TO THE COMMISSION AS A BODY AND NOT TO INDIVIDUALS. ANY PERSON MAKING IMPERTINENT OR SLANDEROUS REMARKS, OR WHO BECOMES BOISTEROUS WHILE ADDRESSING THE COMMISSION, SHALL BE BARRED FROM FURTHER AUDIENCE BEFORE THE COMMISSION BY THE PRESIDING OFFICER, UNLESS PERMISSION TO CONTINUE OR AGAIN ADDRESS THE COMMISSION IS GRANTED BY THE MAJORITY VOTE OF THE COMMISSION MEMBERS PRESENT. NO CLAPPING, APPLAUDING, HECKLING OR VERBAL OUTBURSTS IN SUPPORT OR IN OPPOSITION TO A SPEAKER OR HIS/HER REMARKS SHALL BE PERMITTED. NO SIGNS OR PLACARDS SHALL BE ALLOWED IN THE COMMISSION CHAMBERS. PLEASE MUTE OR TURN OFF YOUR CELL PHONE OR PAGER AT THE START OF THE MEETING. FAILURE TO DO SO MAY RESULT IN BEING BARRED FROM THE MEETING. PERSONS EXITING THE CHAMBER SHALL DO SO QUIETLY.

AGENDA ITEM REPORT



To: Town Manager
Subject: Authorization to advertise and send out invitation to bid for the Agro-Eco Forest Garden Walkway and Picnic Area approved under FRDAP
Meeting: AGENDA SPECIAL COMMISSION MEETING - July 20, 2020
Department: Public Works
Staff Contact: Myriam Jacques, Public Services Assistant Director

BACKGROUND INFORMATION:

Town submit and got approved for \$50,000 funding under the Florida Recreation Development Assistance Program (FRDAP)

FINANCIAL IMPACT:

\$50,000 Grant from FRDAP and not to exceed \$10,000 from Town

RECOMMENDATION:

Resolution

ATTACHMENTS:

[FRDAP Application A-EFFG](#)

	Status:
Tim Day, Public Services Director	Pending
Finance director, Finance & Budget Director	None
Town Attorney, Town Attorney	None
JC Jimenez, Town Manager	None



Florida Department of Environmental Protection
FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM
GRANT APPLICATION PACKAGE

Required Signatures: **Adobe Signature**

PART I — GENERAL INFORMATION

(DEP USE ONLY)

Received: _____

Postmarked: _____

Application Number: _____

1. APPLICANT INFORMATION

A. Name of Applicant: _____

B. Federal Employer Identification Number:** _____

****(This number must be registered at My Florida Market Place with the address the warrant will be forwarded)**

C. Population: _____

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

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

F. Mailing Address: _____

City/State: _____ **Zip Code:** _____

Telephone :(954) _____ E-mail: _____

FAX: _____

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

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

Date
Page 1 of 28

2. PROJECT INFORMATION

A. Name of Project: _____

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

Acquisition: ☐

Development: ☐

☐ On land owned by applicant

☐ On land currently under site control by applicant

Date site control expires: _____

Trail Construction: ☐

☐ On land owned by applicant

☐ On land currently under site control by applicant

Date site control expires: _____

Development projects must be under site control (owned by deed, or leased or dedicated for minimum of 30 years from the date of application) by the close of the submission period (October 15, 2018).

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

(Tab as Exhibit "N")

C. PROJECT LOCATION:

Street Address: _____

City: _____ County: _____ Zip Code: _____ - _____

GIS Coordinates: Latitude: _____ Longitude: _____

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

(Tab as Exhibit "K")

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

(Tab as Exhibit "L")

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

(Tab as Exhibit "M")

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

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

State Senator: _____ Senate District Number: _____

State Representative: _____ House District Number: _____

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

F. DESCRIBE THE PHYSICAL CHARACTERISTICS OF THE PROJECT.

1) For Development Projects:

- (a)** Provide a description of the proposed project which includes existing and future uses, existing and proposed physical improvements, natural and historical resources, any proposed resource protection/conservation and any existing buildings on site. Currently, the proposed project area is a section of Ryan Park which is part of Raymond P. Oglesby Preserve. The park currently has other facilities such as a park office building, picnic pavilions, playgrounds, a shuffleboard and Petanque courts, etc.

The proposed project is for design and construction of ADA compliant 1,400 linear feet multi-use exercise trail throughout the 10-acre tree orchard area that includes the purchase and installation of picnic tables, BBQ grills, and trash receptacles strategically located. Refer to Exhibit P for more details.

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

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

Describe Public Access:

The Public can access the Food Forest Garden Picnic Facilities and ADA compliant New Trail situated at 3115 SW 52nd Avenue, Pembroke Park, Florida through the east entrance on SW 48th, and through the west and main entrance on SW 52nd Avenue. These are both existing 2-lanes paved streets in the Town of Pembroke Park.

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

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

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

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

3. FINANCIAL INFORMATION

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

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

Project Cost = State Share + Grantee Share

Refer to Chapter 62D-5.055(4), F.A.C. for complete information on match requirements and match types.

The Total Project Cost (Line F) must equal the grant request (Line A) plus the total local match (Line E). This figure (Line F) should not total more than \$400,000 for the purpose of this application.

A. FRDAP Funds Requested (State Share) Line A \$ _____

B. Local Funds Available: (Grantee Share)

1. Cash: Line B \$ _____

2. In-Kind: Line C \$ _____

3. Land Value: Line D \$ _____

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

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

C. Total Cost of Proposed Project: Line F \$ ^{0.00}50,000 _____

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

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

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

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

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

DEVELOPMENT PROJECTS:

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

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

ACQUISITION PROJECTS:

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

(Tab as Exhibit "H")

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

Project Name: _____

Grantee Name: _____

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

Project Tasks, Deliverables and Required Documentation

Task #1: Development of: _Food Forest at_____	Amount of Costs to be Paid with Grant Funds	Amount of Costs to be Paid with Grantee Match	Deliverables and Documentation To Be Submitted Upon Completion And Before Reimbursement Can Be Approved
<u>(List each Primary project element)</u>	Provide Budget Detail	Provide Budget Detail	Project Completion Certification Final as-built site plan Florida Recreation and Parks Inventory Form Color Photographs of Project Notice of Limitation of Use Boundary Survey

(List each **Support** project
element)

*All work will be completed in
accordance with the approved
plans.

TOTALS:

\$

\$

Performance Standard: Approval of deliverables is based upon review for compliance with the requirements for funding under the Florida Recreation Development Assistance Program (FRDAP); approved plans and application approved for funding.

INSTRUCTIONS FOR COMPLETING PROJECT WORK PLAN:

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

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

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

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

Completion Documentation required prior to Reimbursement

PART II — EVALUATION CRITERIA

GENERAL CRITERIA

1. CAPITAL IMPROVEMENT PLAN

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

Provide:

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

- AND -

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

(20 points)

☐ Yes ☐ No

--- OR ---

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

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

(10 points)

☐ Yes ☐ No

(Tab as Exhibit "A")

2. STATE COMPREHENSIVE OUTDOOR RECREATION PLAN

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

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

B. 2008 Relative Need Index by Region

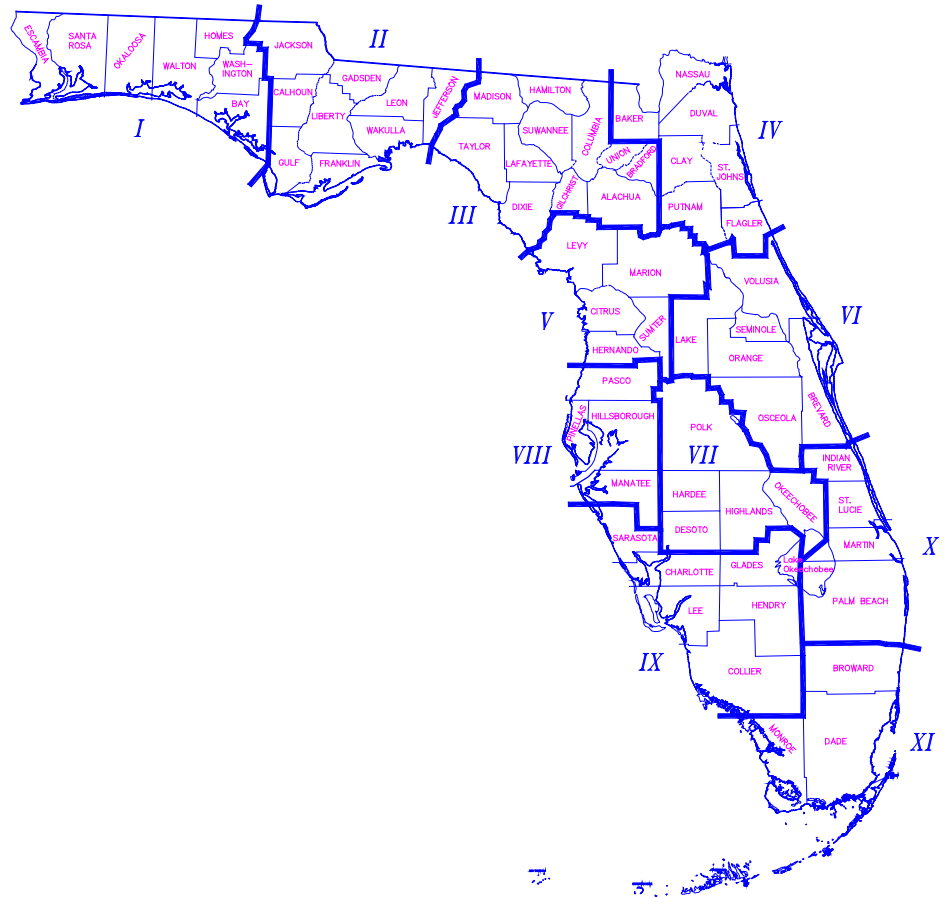
The proposed project provides for a priority resource or facility need in the applicant's planning region identified in the Statewide Comprehensive Outdoor Recreation Plan. Locate the applicant's region and circle each priority resource/facility need as **proposed in the project** cost on page 7 & 8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

(7 points)

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

XI

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



3. PUBLIC PARTICIPATION

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

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

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

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

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

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

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

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

4. OPERATION AND MAINTENANCE

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

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

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

5. PARK PARTNERSHIP

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

(A management or maintenance agreement is not acceptable.)

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

6. TRAIL CONNECTIVITY

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

- ☐ ☒ **(Tab as Exhibit "G") (5 points)**

The proposed multi-use exercise trail will be connected to the east with the existing .75 mile exercise trail inside Ryan Park

DEVELOPMENT CRITERIA (COMPLETE ONLY FOR DEVELOPMENT PROJECTS)

1. NEW DEVELOPMENT

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

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

Several facilities exist on the project area, and they are:

- Park office building
- Playgrounds
- Picnic pavilions
- Exercise trails
- Exercise equipment
- Suffleboard court
- Petanque court
- community garden

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

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

(Maximum 30 points)

The Food Forest Improvements at Ryan Park consisting of Picnic Facilities and an ADA compliant new trail, as a development facility project has a ranking priority number 11 under the Cluster VI category "Picnic Facilities" construction and a population density under 10,000. The project has earned 3 out a maximum of 6 points.

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

☐ Highest Priority Funding Need (13 points)

☐ Second Highest Priority Funding Need (8 points)

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

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

ACQUISITION CRITERIA (COMPLETE ONLY FOR ACQUISITION PROJECTS)

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

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

(15 points)

NA

2. NEEDED RECREATIONAL ACREAGE

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

A. ☐ Needed acres/Person and ☐ Total Acreage Under Local Control

B. Provide excerpts of the applicant's local comprehensive plan as supporting back-up documentation and highlight the information that pertains to this section.

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

3. CAPITAL IMPROVEMENT PLAN

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

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

- AND-

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

☒ Yes ☐ No

----OR----

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

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

☐ Yes ☐ No

(3 points)

(Tab as Exhibit "A")

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

1. NEW DEVELOPMENT

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

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

None

2. STATE GREENWAYS AND TRAILS PLAN

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

(Tab as Exhibit “H”) (6 points)

3. STATE OF FLORIDA DESIGNATED RECREATIONAL GREENWAY OR TRAIL

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

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

☐ Yes ☐ No

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

4. REGIONAL OR LOCAL GREENWAYS AND TRAILS PLAN

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

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

5. MIXED USE OR SINGLE USE TRAILS

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

☐ Yes ☐ No

(8 points)

-----OR-----

Single use recreational trail opportunities?

☐ Yes ☐ No

(6 points)

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

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

☐ Highest Priority Funding Need

(13 points)

☐ Second Highest Priority Funding Need

(8 points)

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

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

Part III – Supporting Documents

POPULATION DENSITIES

Outdoor Facility Needs Ranked by Priority Index: Population Density 1

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

Population Density 1 - Population Under 10,000

Outdoor Facility Needs Ranked by Priority Index: Population Density 2

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

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

Outdoor Facility Needs Ranked by Priority Index: Population Density 3

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

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

Outdoor Facility Needs Ranked by Priority Index: Population Density 4

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

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

Outdoor Facility Needs Ranked by Priority Index: Population Density 5

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

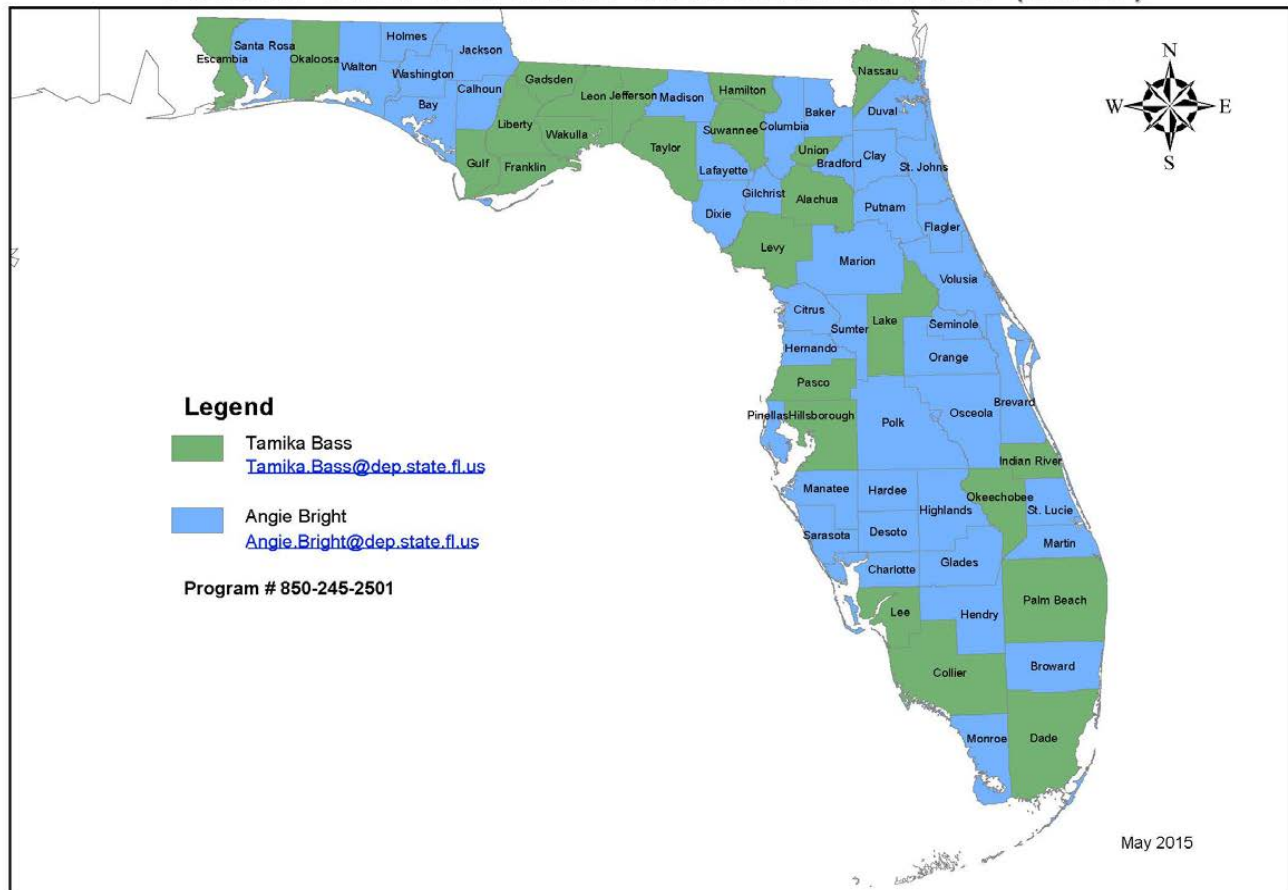
Population Density 5 - Population From 100,000 & Over

CONTACT FOR ADDITIONAL INFORMATION:

Contact	Phone
A. FRDAP Application Information & Help	850/245-2501
B. FRDAP Administrative Rule https://floridadep.gov/ooo/land-and-recreation-grants/content/florida-recreation-development-assistance-program	850/245-2501
C. Statewide Comprehensive Outdoor Recreation Plan (SCORP) https://floridadep.gov/parks/parks-office-park-planning/content/state-park-planning	850/245-3051
D. State Lands, Bureau of Appraisal	850/245-2555
E. Recreation Accessibility and Safety Program Manager, Florida Park Service	850/245-3031
F. Office of Greenways & Trails and the Florida Statewide Greenways & Trails Plan	850/245-2052

ATTACHMENT 2
FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP)
GRANT APPLICATION PACKET

DEP Florida Recreation Development Assistance Program (FRDAP)
Federal Land and Water Conservation Fund (LWCF)





Florida Department of Environmental Protection
FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM
GRANT APPLICATION PACKAGE

Required Signatures: **Adobe Signature**

PART I — GENERAL INFORMATION

(DEP USE ONLY)

Received: _____

Postmarked: _____

Application Number: _____

1. APPLICANT INFORMATION

A. Name of Applicant: _____

B. Federal Employer Identification Number:** _____

**** (This number must be registered at My Florida Market Place with the address the warrant will be forwarded)**

C. Population: _____

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

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

F. Mailing Address: _____

City/State: _____ **Zip Code:** _____

Telephone : (954) _____ E-mail: _____

FAX: _____

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

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

Date
Page 1 of 28

2. PROJECT INFORMATION

A. Name of Project: _____

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

Acquisition: ☐

Development: ☐

☐ On land owned by applicant

☐ On land currently under site control by applicant

Date site control expires: _____

Trail Construction: ☐

☐ On land owned by applicant

☐ On land currently under site control by applicant

Date site control expires: _____

Development projects must be under site control (owned by deed, or leased or dedicated for minimum of 30 years from the date of application) by the close of the submission period (October 15, 2018).

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

(Tab as Exhibit "N")

C. PROJECT LOCATION:

Street Address: _____

City: _____ County: _____ Zip Code: _____ - _____

GIS Coordinates: Latitude: _____ Longitude: _____

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

(Tab as Exhibit “K”)

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

(Tab as Exhibit “L”)

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

(Tab as Exhibit “M”)

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

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

State Senator: _____ Senate District Number: _____

State Representative: _____ House District Number: _____

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

F. DESCRIBE THE PHYSICAL CHARACTERISTICS OF THE PROJECT.

1) For Development Projects:

- (a)** Provide a description of the proposed project which includes existing and future uses, existing and proposed physical improvements, natural and historical resources, any proposed resource protection/conservation and any existing buildings on site. Currently, the proposed project area is a section of Ryan Park which is part of Raymond P. Oglesby Preserve. The park currently has other facilities such as a park office building, picnic pavilions, playgrounds, a shuffleboard and Petanque courts, etc.

The proposed project is for design and construction of ADA compliant 1,400 linear feet multi-use exercise trail throughout the 10-acre tree orchard area that includes the purchase and installation of picnic tables, BBQ grills, and trash receptacles strategically located. Refer to Exhibit P for more details.

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

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

Describe Public Access:

The Public can access the Food Forest Garden Picnic Facilities and ADA compliant New Trail situated at 3115 SW 52nd Avenue, Pembroke Park, Florida through the east entrance on SW 48th, and through the west and main entrance on SW 52nd Avenue. These are both existing 2-lanes paved streets in the Town of Pembroke Park.

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

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

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

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

3. FINANCIAL INFORMATION

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

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

Project Cost = State Share + Grantee Share

Refer to Chapter 62D-5.055(4), F.A.C. for complete information on match requirements and match types.

The Total Project Cost (Line F) must equal the grant request (Line A) plus the total local match (Line E). This figure (Line F) should not total more than \$400,000 for the purpose of this application.

A. FRDAP Funds Requested (State Share) Line A \$ _____

B. Local Funds Available: (Grantee Share)

1. Cash: Line B \$ _____

2. In-Kind: Line C \$ _____

3. Land Value: Line D \$ _____

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

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

C. Total Cost of Proposed Project: Line F \$ ^{0.00}50,000 _____

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

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

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

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

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

DEVELOPMENT PROJECTS:

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

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

ACQUISITION PROJECTS:

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

(Tab as Exhibit "H")

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

Project Name: _____

Grantee Name: _____

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

Project Tasks, Deliverables and Required Documentation

Task #1: Development of: _Food Forest at_____	Amount of Costs to be Paid with Grant Funds	Amount of Costs to be Paid with Grantee Match	Deliverables and Documentation To Be Submitted Upon Completion And Before Reimbursement Can Be Approved
<u>(List each Primary project element)</u>	Provide Budget Detail	Provide Budget Detail	Project Completion Certification Final as-built site plan Florida Recreation and Parks Inventory Form Color Photographs of Project Notice of Limitation of Use Boundary Survey

(List each **Support** project
element)

*All work will be completed in
accordance with the approved
plans.

TOTALS:

\$

\$

Performance Standard: Approval of deliverables is based upon review for compliance with the requirements for funding under the Florida Recreation Development Assistance Program (FRDAP); approved plans and application approved for funding.

INSTRUCTIONS FOR COMPLETING PROJECT WORK PLAN:

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

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

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

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

Completion Documentation required prior to Reimbursement

PART II — EVALUATION CRITERIA

GENERAL CRITERIA

1. CAPITAL IMPROVEMENT PLAN

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

Provide:

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

- AND -

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

(20 points)

☐ Yes ☐ No

--- OR ---

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

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

(10 points)

☐ Yes ☐ No

(Tab as Exhibit "A")

2. STATE COMPREHENSIVE OUTDOOR RECREATION PLAN

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

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

B. 2008 Relative Need Index by Region

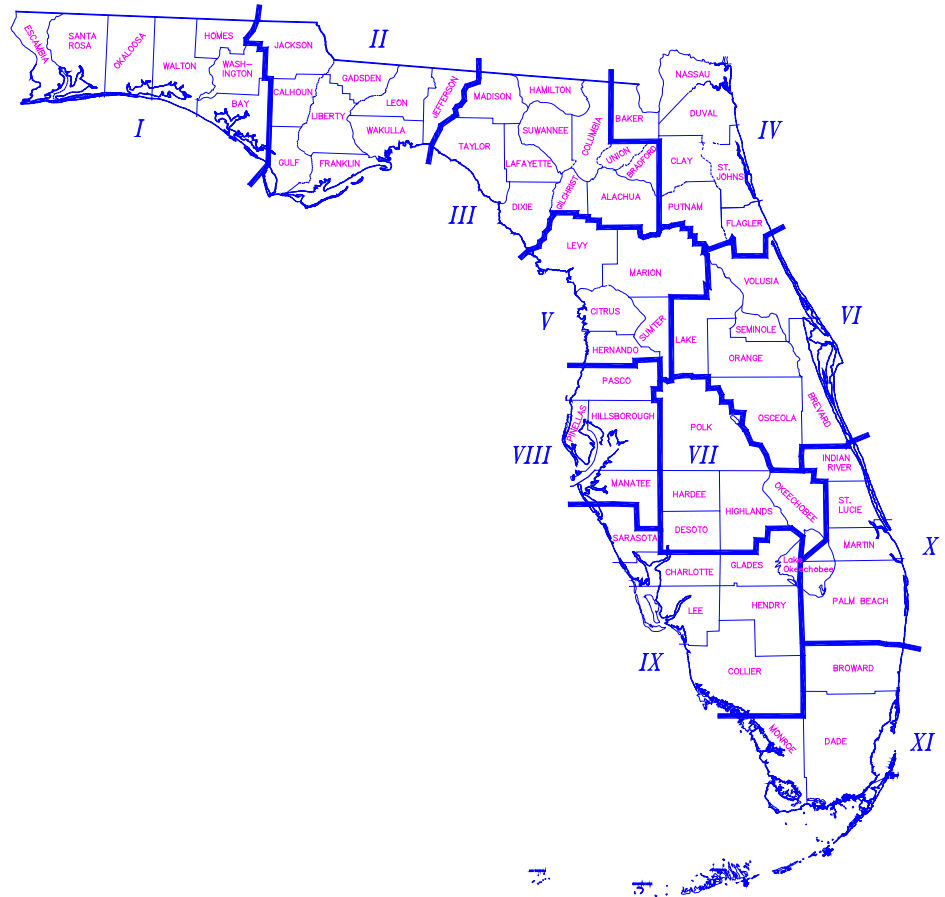
The proposed project provides for a priority resource or facility need in the applicant's planning region identified in the Statewide Comprehensive Outdoor Recreation Plan. Locate the applicant's region and circle each priority resource/facility need as **proposed in the project** cost on page 7 & 8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

(7 points)

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

☒ XI

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



3. PUBLIC PARTICIPATION

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

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

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

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

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

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

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

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

4. OPERATION AND MAINTENANCE

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

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

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

5. PARK PARTNERSHIP

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

(A management or maintenance agreement is not acceptable.)

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

6. TRAIL CONNECTIVITY

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

- ☐ ☒ **(Tab as Exhibit "G") (5 points)**

The proposed multi-use exercise trail will be connected to the east with the existing .75 mile exercise trail inside Ryan Park

DEVELOPMENT CRITERIA (COMPLETE ONLY FOR DEVELOPMENT PROJECTS)

1. NEW DEVELOPMENT

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

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

Several facilities exist on the project area, and they are:

- Park office building
- Playgrounds
- Picnic pavilions
- Exercise trails
- Exercise equipment
- Suffleboard court
- Petanque court
- community garden

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

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

(Maximum 30 points)

The Food Forest Improvements at Ryan Park consisting of Picnic Facilities and an ADA compliant new trail, as a development facility project has a ranking priority number 11 under the Cluster VI category "Picnic Facilities" construction and a population density under 10,000. The project has earned 3 out a maximum of 6 points.

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

☐ Highest Priority Funding Need (13 points)

☐ Second Highest Priority Funding Need (8 points)

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

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

ACQUISITION CRITERIA (COMPLETE ONLY FOR ACQUISITION PROJECTS)

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

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

(15 points)

NA

2. NEEDED RECREATIONAL ACREAGE

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

A. ☐ Needed acres/Person and ☐ Total Acreage Under Local Control

B. Provide excerpts of the applicant's local comprehensive plan as supporting back-up documentation and highlight the information that pertains to this section.

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

3. CAPITAL IMPROVEMENT PLAN

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

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

- AND-

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

☒ Yes ☐ No

----OR----

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

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

☐ Yes ☐ No

(3 points)

(Tab as Exhibit "A")

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

1. NEW DEVELOPMENT

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

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

None

2. STATE GREENWAYS AND TRAILS PLAN

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

(Tab as Exhibit “H”) (6 points)

3. STATE OF FLORIDA DESIGNATED RECREATIONAL GREENWAY OR TRAIL

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

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

☐ Yes ☐ No

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

4. REGIONAL OR LOCAL GREENWAYS AND TRAILS PLAN

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

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

5. MIXED USE OR SINGLE USE TRAILS

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

☐ Yes ☐ No

(8 points)

-----OR-----

Single use recreational trail opportunities?

☐ Yes ☐ No

(6 points)

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

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

☐ Highest Priority Funding Need

(13 points)

☐ Second Highest Priority Funding Need

(8 points)

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

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

Part III – Supporting Documents

POPULATION DENSITIES

Outdoor Facility Needs Ranked by Priority Index: Population Density 1

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

Population Density 1 - Population Under 10,000

Outdoor Facility Needs Ranked by Priority Index: Population Density 2

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

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

Outdoor Facility Needs Ranked by Priority Index: Population Density 3

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

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

Outdoor Facility Needs Ranked by Priority Index: Population Density 4

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

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

Outdoor Facility Needs Ranked by Priority Index: Population Density 5

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

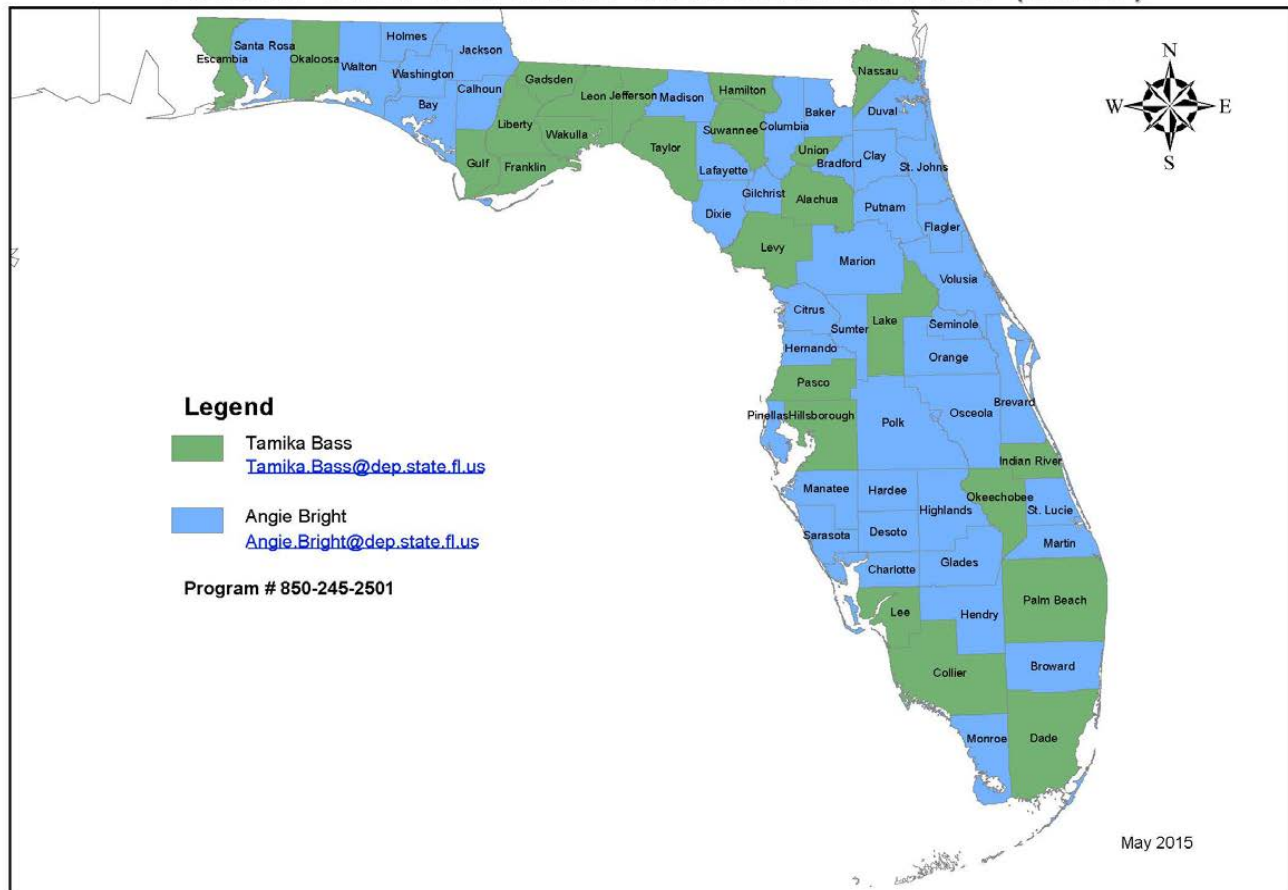
Population Density 5 - Population From 100,000 & Over

CONTACT FOR ADDITIONAL INFORMATION:

Contact	Phone
A. FRDAP Application Information & Help	850/245-2501
B. FRDAP Administrative Rule https://floridadep.gov/ooo/land-and-recreation-grants/content/florida-recreation-development-assistance-program	850/245-2501
C. Statewide Comprehensive Outdoor Recreation Plan (SCORP) https://floridadep.gov/parks/parks-office-park-planning/content/state-park-planning	850/245-3051
D. State Lands, Bureau of Appraisal	850/245-2555
E. Recreation Accessibility and Safety Program Manager, Florida Park Service	850/245-3031
F. Office of Greenways & Trails and the Florida Statewide Greenways & Trails Plan	850/245-2052

ATTACHMENT 2
FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP)
GRANT APPLICATION PACKET

DEP Florida Recreation Development Assistance Program (FRDAP)
Federal Land and Water Conservation Fund (LWCF)



RESOLUTION NO. 2020-088

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, RELATING TO MUNICIPAL LAW ENFORCEMENT; AUTHORIZING THE ESTABLISHMENT OF THE TOWN OF PEMBROKE PARK POLICE DEPARTMENT; DIRECTING TOWN STAFF TO COMPLETE AND FILE ALL REQUIRED APPLICATIONS, NOTICES AND RELATED DOCUMENTS WITH FEDERAL, STATE AND LOCAL GOVERNMENT AGENCIES TO ESTABLISH A MUNICIPAL POLICE DEPARTMENT; APPOINTING DAVID A. HOWARD TO SERVE AS AGENT FOR TOWN FOR ALL MATTERS RELATING TO THE ESTABLISHMENT OF TOWN OF PEMBROKE PARK POLICE DEPARTMENT; PROVIDING FOR SEVERABILITY; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Commission has stated that they desire to establish an independent police department for the Town; and

WHEREAS, Article VIII, Section 2, Florida Constitution, grants municipalities the power to conduct municipal government, perform municipal functions and render municipal services; and

WHEREAS, Section 166.021, Florida Statutes, referred to as the Municipal Home Rule Powers Act, grants all municipalities the expansive home rule power contemplated by the Florida Constitution; and

WHEREAS, Section 8, Pembroke Park Charter, grants the Town the authority to furnish police protection; and

WHEREAS, a municipality must comply with certain federal and state requirements in order to establish its own police department; and

WHEREAS, the Town has retained the services of David A. Howard to furnish the information, documents, materials, registrations, and related items to assist the Town in the

establishment of the police department; and

WHEREAS, the Town Commission desires to memorialize its intention to establish a municipal police department, and to authorize and direct the Town staff and consultant David A. Howard to perform all necessary and appropriate acts to complete the establishment of the Pembroke Park Police Department and prepare it to begin operation.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA:

Section 1: That the above recitals are true and correct and are incorporated in this Resolution by reference herein.

Section 2: That the Pembroke Park Town Commission hereby authorizes the Town to establish the Town of Pembroke Park Police Department for the purpose of providing municipal law enforcement services within the Town of Pembroke Park.

Section 3: That the Town staff and consultant David A. Howard are authorized and directed to complete all required procedures, prepare all necessary documents, and obtain all equipment and supplies for the establishment and operation of the Town of Pembroke Park Police Department.

Section 4: That the following information for the Town of Pembroke Park Police Department shall be in force and effect until amended by official action of the Town Commission:

Name: Town of Pembroke Park Police Department

Address: 3150 SW 52 Avenue, Pembroke Park, FL 33023

Telephone: (954) 966-4600

Agency Head: Juan C. Jimenez

Section 5: That if any clause, section, other part or application of this Resolution is held by any Court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

Section 6: That all Resolutions or parts of Resolutions in conflict herewith be and the same are hereby superseded to the extent of such conflict.

Section 7: That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED, this 20th day of July, 2020.

ATTEST:

GEOFFREY JACOBS
Clerk-Commissioner

ASHIRA A. MOHAMMED
Mayor-Commissioner

I HEREBY CERTIFY that I have
Approved the form of this Resolution

CHRISTOPHER J. RYAN
Town Attorney

Town of Pembroke Park
Resolution No. 2020-088

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RESOLUTION NO. 2020-087

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA, AUTHORIZING THE TOWN TO MAKE AND ENTER INTO A SEPARATION AGREEMENT AND MUTUAL RELEASE WITH NEWALL J. DAUGHTREY; AUTHORIZING AND DIRECTING THE TOWN MANAGER TO EXECUTE AND DELIVER SAID SEPARATION AGREEMENT AND MUTUAL RELEASE FOR AND ON BEHALF OF THE TOWN; SUPERSEDING CONFLICTING RESOLUTIONS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Newall J. Daughtrey was terminated from his employment with the Town effective June 10, 2020; and

WHEREAS, the parties have prepared a Separation Agreement and Mutual Release relating to the termination of Newall J. Daughtrey's employment with the Town and the mutual consideration between the parties to resolve their differences; and

WHEREAS, the Town Commission and Newall J. Daughtrey have agreed to execute the Separation Agreement and Mutual Release to resolve all issues between the parties relating to Newall J. Daughtrey's employment, termination and compensation due to him from the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF PEMBROKE PARK, FLORIDA:

Section 1: That the Town is authorized to make and enter into the Separation Agreement and Mutual Release with Newall J. Daughtrey relating to his employment with the Town and payment of his accrued benefits.

Section 2: That the Town Manager is authorized and directed to execute and deliver said Separation Agreement and Mutual Release for and on behalf of the Town.

Section 3: That all Resolutions or parts of Resolutions in conflict herewith be and the same are hereby superseded to the extent of such conflict.

Section 4: That this Resolution shall be in force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED, this 20th day of July, 2020.

ATTEST:

ASHIRA A. MOHAMMED
Mayor-Commissioner

GEOFFREY JACOBS
Clerk-Commissioner

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SEPARATION AGREEMENT AND MUTUAL RELEASE

THIS SEPARATION AGREEMENT AND MUTUAL RELEASE (hereinafter referred to as "Agreement") is made and entered into by and between NEWALL J. DAUGHTREY (hereinafter referred to as "Daughtrey") and TOWN OF PEMBROKE PARK, FLORIDA, a Florida municipal corporation, (hereinafter referred to as "Town").

W I T N E S S E T H:

A. Daughtrey was employed by Town as the Assistant Town Manager (hereinafter referred to as "Employment").

B. Town has terminated Daughtrey's Employment with Town and the parties desire to fully resolve all outstanding matters between them, including, any and all matters that exist or may arise related to Daughtrey's Employment with Town, Daughtrey's termination from that Employment, and payment of accrued benefits and additional financial compensation.

C. By execution of this Agreement, and as consideration therefore, Town agrees to provide Daughtrey a severance payment consisting of the financial benefits set forth herein, and to release Daughtrey from any and all claims that Town may have related to his Employment and termination, as set forth herein.

D. By execution of this Agreement, and as consideration therefore, Daughtrey agrees to accept the severance payment, and to release Town from any and all claims Daughtrey may have related to his Employment and termination therefrom, as set forth herein.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Recitals Incorporated. The foregoing recitals are incorporated herein by reference and specifically made a part of this Agreement.

2. Employment Termination. The Employment relationship between the parties was terminated effective June 10, 2020.

3. Return of Property. Daughtrey agrees to return to Town, prior to or concurrently with the delivery of this executed Agreement, all of Town's property currently in his possession, including but not limited to, a laptop computer, any computer equipment, office equipment, cell phone, keys, pass cards or badges, credit cards, files, tapes, software, computer files, and any other record, document or piece of equipment belonging to Town or related to the work which Daughtrey has done for Town. Daughtrey affirms that he has not and will not destroy, damage, or in any manner alter any Town property in his possession, nor shall he remove, delete, or alter any information stored on any Town property in his possession.

4. Release of Claims. Daughtrey and Town willingly, knowingly, and voluntarily agree to fully and completely release and forever discharge each other, including any and all of the other party's present and former representatives, officers, agents, attorneys, affiliated entities, officials, employees, servants, insurers, heirs, assigns, predecessors, and/or successors in interest, (collectively "Secondary Parties") of and from all manner of actions, suits, claims and demands whatsoever, whether known or unknown, accrued or unaccrued, which either party ever had against the other, including any Secondary Parties, now has or may hereafter have in the future, whether known or unknown, accrued or unaccrued, for or by reason of any cause, matter or thing whatsoever to the date of these presents, from any claims arising out of Daughtrey's Employment with Town and his separation from Employment.

Further, Daughtrey hereby irrevocably and unconditionally releases and acquits and forever discharges, for Daughtrey and his successors and heirs, Daughtrey's right to file a grievance for any claim otherwise available to him, or a lawsuit or other claim against Town or any of Town's Secondary Parties, individually or collectively, for damages (money), back pay, front pay, unpaid wages, liquidated damages, compensatory damages, punitive damages, statutory penalties, reinstatement, injunctive relief, declaratory relief, attorney's fees, or costs arising out of Daughtrey's Employment with Town and the separation thereof. This includes, but is not limited to, any and all lawsuits and claims under (1) the Civil Rights Act of 1991, (2) Title VII of the Civil Rights Act of 1964, (3) the Civil Rights Act of 1866, (4) Section 1983 of the Civil Rights Act of 1871, (5) the Age Discrimination In Employment Act, (6) the Equal Pay Act, (7) the Public Employees Relations Act, (8) the Fair Labor Standards Act, (9) The Family and Medical Leave Act of 1993 (FMLA); (10) the Florida Whistleblowers Act, (11) the Americans With Disabilities Act, (12) Veterans' Reemployment Rights Act, as amended (USERRA) (13) the Florida Civil Rights Act, and (14) any other federal or state statutory or common law theory of liability or damages. Daughtrey represents and warrants that Daughtrey has not assigned or transferred or purported to assign or transfer any claim or matter released by and through this Agreement. The release of claims in this paragraph shall be effective to release all of Daughtrey's claims against Town and any of its Secondary Parties, individually and collectively, including claims that are known or unknown, suspected or unsuspected provided; however, this Agreement shall not apply to any rights or claims that may arise after the date of this Agreement or that by federal or state statute cannot be waived.

5. Severance Payment. Daughtrey acknowledges that he received payment from Town for 80.898 accrued vacation hours at the rate of \$59.69 per hour for total sum of \$4,828.80. Daughtrey also acknowledged that he received the sum of \$500.00 for accrued sick leave. Daughtrey agrees that the payment by Town to him of \$4,828.80 and \$500.00 for total sum of \$5,328.80, less applicable federal, state and local taxes, is entire amount he is due from Town for any and all accrued benefits for the period of his Employment.

Daughtrey has requested that Town pay him an additional payment in the amount of \$4,870.50 for serving as Acting Town Manager for the period from January 8, 2020 through June 10, 2020. Town asserts that it is not obligated to pay Daughtrey the additional payment of \$4,870.50, however, Town has agreed to pay Daughtrey the requested additional payment to settle a disputed claim. Daughtrey acknowledges that they payment of \$4,870.50 under this Agreement, represents, in part, consideration for signing this Agreement and is not salary, wages or benefits to

which Daughtrey was already entitled. Daughtrey acknowledges that the sum of \$5,328.80, less applicable federal, state and local taxes, which he previously received from Town and the payment of \$4,870.50 are all the payments and benefits that he is entitled to receive from Town by virtue of his Employment by Town. Town agrees to pay Daughtrey the additional payment of \$4,870.50 provided for in this Agreement within five (5) days of delivery of the executed Agreement by Daughtrey to Town.

6. Non-Admission. The parties agree that this Agreement shall not be deemed, construed, or in any matter considered to be an admission by Daughtrey or Town of any kind that either party has acted improperly, wrongfully, or illegally with respect to the other in connection with Daughtrey's Employment or separation thereof, or that either party has any legal rights whatsoever against the other.

7. Mutual Agreement. The parties acknowledge and stipulate that the compromise and settlement which forms the basis of this Agreement has been arrived at after thorough bargaining and negotiation, and represents a final, mutually agreeable compromise of the matters provided herein. Any controversy over the construction of this Agreement shall be decided neutrally, in light of its conciliatory purposes, and without regard to the events of authorship or negotiation.

8. Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Agreement and the obligations of the parties to this Agreement shall not be assignable or transferable by either party without the prior written consent of the other party, which consent may be withheld in the other party's sole discretion.

9. Entire Agreement. This Agreement constitutes the entire Agreement among the parties hereto and sets forth all promises, covenants, agreements, conditions and understandings between the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous negotiations, representations, understandings, inducements, conditions and agreements, express or implied, or written with respect to the subject matter of this Agreement.

10. Modification. This Agreement may not be modified, amended, altered, or supplemented except by written instruments signed by all of the parties to this Agreement.

11. Non-Coercion. The parties acknowledge that they have entered into this Agreement after due consideration and the opportunity for consultation with their respective attorneys. The parties state they were not fraudulently induced, coerced, or intimidated to sign this Agreement, and that in signing the Agreement, the parties have not relied upon any oral or written statements or acts made by any other party other than as expressly set forth in this Agreement.

12. Jurisdiction, Venue, and Governing Law. The parties hereby irrevocably submit to the jurisdiction of the Florida state or federal court in any action or proceeding arising out of or relating to this Agreement and hereby irrevocably agree that any and all claims with respect to any such action or proceeding may be heard and determined in Broward County, Florida, the venue of

situs. The parties agree that this Agreement shall be construed and interpreted according to the laws of the State of Florida.

13. Non Waiver. No provision of this Agreement may be waived except by Agreement in writing signed by each party. The failure of any party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

14. Time of the Essence. It is agreed that time is of the essence of this Agreement and each and every provision hereof. Daughtrey agrees to execute and deliver to Town the fully executed counterparts of this Agreement no later than 5:00 PM on July 31, 2020 by delivery of the executed Agreement to Town Manager, Pembroke Park Town Hall, 3150 SW 52 Avenue, Pembroke Park, FL 33023.

15. Counterparts and Facsimilies. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original instrument if properly attested, but all such counterparts together shall constitute one and the same Agreement. To facilitate execution and delivery of this Agreement, any party hereto may execute by signing and delivering the Agreement by facsimile or by email and any digital or electronic file format. Any signed copy of the Agreement, which includes a digitally or electronically signed copy of this document, instrument or agreement is hereby entitled to the same legal consideration, validity and enforceability as a signed original for the purposes expressed herein and shall be considered an original for evidentiary purposes in any court of law or administrative proceeding.

16. Severability. In the event any term or provision of this Agreement shall be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed or deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

17. Attorney's Fees. In the event it shall become necessary for either party to institute legal proceedings against the other party to enforce the terms of this Agreement, then in such event, it is expressly agreed that the prevailing party in any such action shall be entitled to recover from the non-prevailing party, all costs, including reasonable attorney's fees, of pre-suit collection attempts, suit, and post-judgment or settlement collection including those incurred on appeal.

18. Notices. Whenever either party desires to give notice onto the other, it must be given by written notice, sent by Certified United States Mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified. The place for giving notice shall remain the same until it shall have been changed by written notice complying with the provisions of this paragraph. For the present, the parties designate the following to be the respective places for giving notice, to wit: for Town: Town Manager, Pembroke Park Town Hall, 3150 SW 52 Avenue, Pembroke Park, FL 33023. For Daughtrey: Newall J. Daughtrey, P.O. Box 470307, Miami, FL 33247.

19. Paragraph Headings. Paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the scope or intent of this Agreement, nor the intent of any provision hereof.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature.

NEWALL J. DAUGHTREY

STATE OF FLORIDA)
)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of July, 2020, by NEWALL J. DAUGHTREY, who is [☐] personally known to me or [☐] has produced _____ as identification.

[Notary Seal]

Notary Public, State of Florida
Printed Name: _____
My Commission Expires: _____

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE TO FOLLOW]

TOWN OF PEMBROKE PARK

By: _____
Juan C. Jimenez, Town Manager

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of July, 2020, by Juan C. Jimenez, as Town Manager for TOWN OF PEMBROKE PARK, who is [] personally known to me or [] has produced _____ as identification.

[Notary Seal]

Notary Public, State of Florida
Printed Name: _____
My Commission Expires: _____

L:\Lissette\Chris\Town of Pembroke Park\Agreements\Newall J. Daughtrey\Separation Agreement and Mutual Release.docx



AUTHORITY TO REPRESENT

I, **Mayor Ashira Mohammed**, individually, with my business address being 3150 SW 52nd Ave., Hollywood, FL 33023, do hereby agree hereto to be described as the undersigned "**CLIENT**", and do hereby retain the **Law Offices of Levi Williams, P.A.**, 12 S.E. 7th Street, Suite 710, Fort Lauderdale, Florida 33301, as his/her/its attorneys to represent **CLIENT** as her General Counsel in regards to the ongoing OIG investigation, and such other task as Client may assign from time to time.

As compensation for the services of his/her/its attorneys, **CLIENT** acknowledges that the Law Offices of Levi Williams, P.A.'s regular rate for partners is, **\$600.00/hr. (billed in 1/10 (0.1) increments)**, associate attorneys **\$300.00/hour (billed in 1/10 (0.1) increments)** and paralegals **\$150.00/hour (billed in 1/10 (0.1) increments)**; with a standard minimum nonrefundable starting retainer of \$5,000.00 which would be replenished thereafter on a refundable basis.

Instead, the fee arrangement below is a concession to him/her/it. **CLIENT** agrees that this concession Agreement is subject to change at any time. ***If not addressed before, the parties hereto agree that the concessions herein shall expire on or about January 1, 2021 and be replaced by new terms to be entered into by the parties in writing.***

CLIENT agrees in the interim to pay said attorney's legal fees (not including costs) as follows:

- (1) A monthly ***flat fee of*** _____ (**\$** _____) due immediately (including and beginning _____, 2020) and on or before the first of each month hereafter and all payments are to be considered as immediately earned income for all work to be performed, not including costs; and
- (2) **CLIENT** will continue to be responsible for all outstanding fees and costs not paid in full for any given month.
- (3) **CLIENT** agrees to pay the first monthly fee plus cost, if any, at time of entering into this retainer agreement.

All funds shall be in U.S. Dollars and be tendered on a bank draft or transferrable instrument or via wire transfer, for all work performed by them on **CLIENT'S** behalf. **CLIENT** will receive a monthly invoice, which is due immediately upon receipt. All sums paid for a monthly fee is considered earned upon receipt and shall not be prorated nor reimbursed for any reason or any portion of the month services were rendered. Costs shall be invoiced separately and in addition to fees. **CLIENT** understands and agree that he/she/it shall at all times remain personally and/or jointly liable for all fees and costs incurred in his/her/its representation; but if an entity other than **CLIENT** shall be paying the fees and costs in this matter please list same:

Name: Town of Pembroke Park

Contact: Juan C. Jimenez, Town Manager

Phone/Email: (954) 966-4600 / jcjimenez@townofpembrokepark.com

Address: 3150 SW 52nd Ave., Hollywood, FL 33023

All invoices are immediately due upon receipt. **CLIENT** hereby agrees to and authorizes Law Offices of Levi Williams, P.A. to withdraw from said refundable retainer then being held in the Law Offices of Levi Williams, P.A.'s trust account all fees and costs, becoming due immediately upon receipt on a monthly basis, five (5) business days after the emailing, faxing or mailing of each monthly invoice to **CLIENT**. **CLIENT** agrees and acknowledges that it is **CLIENT'S**

responsibility to review each invoice upon receipt and contact legal counsel if there are any questions prior to the fifth (5th) day after the emailing, faxing, or mailing of the invoice; otherwise all fees and costs on the invoice will be considered accurate and proper allowing for payment of all fees and costs invoiced to Law Offices of Levi Williams, P.A. from **CLIENT'S** retainer in trust.

CLIENT further agrees to pay all costs, including interest on past due sums, incurred in this action, including phone calls, faxes, travel: portal-to-portal (**attorney's fees and costs**), witness fees, expert fees, court reporter fees, court costs, investigation reports, and any and all other costs necessary to the representation of **CLIENT** in this matter. Costs to contracted third parties (i.e. experts, professional service providers, investigators, and court reporters) are paid directly by the **CLIENT** upon invoicing from the third party.

Costs shall be invoiced in addition to fees. **CLIENT** will receive a monthly invoice for costs which is immediately due upon receipt. **CLIENT** shall at all times remain personally liable for all fees and costs incurred in his/her/its representation. All outstanding fees and costs will begin to accrue interest at the rate of 10% per annum starting on the sixtieth (60th) day after receipt of attorney's invoice.

All outstanding fees and costs will begin to accrue the maximum lawful amount of interest starting on the sixtieth (60th) day after receipt of attorney's invoice.

CLIENT hereby gives his/her attorneys the exclusive right to take all legal steps to enforce and protect his/her/its rights. He/She/It agrees not to settle any claim in any matter without the written consent of said attorneys. In the event that he/she/it discharges his/her/its attorneys and or his/her/its attorneys withdraw prior to the complete resolution of any matter under this agreement, **CLIENT** agree to give said attorneys a *charging lien* and a *retaining lien* on the file equal to **\$600.00/hour** or **\$5,000.00**, whichever is greater, minus any sums already paid on this matter, for all work which has been done on his/her behalf plus any costs incurred in furtherance of their representation.

CLIENT agrees that the **Law Offices of Levi Williams, P.A.**, may retain associate counsel, contract counsel and/or co-counsel to handle **CLIENT'S** case, and all attorneys and/or firms may participate in the above listed fee, but any such arrangement between said firms will not increase or alter the fee schedule stated herein.

Further, **CLIENT** agrees and acknowledges that from time to time **CLIENT** may be in need of specialized legal representation, including but not limited to appellate counsel (together referred to as "special counsel"), on certain matters. In those instances, **CLIENT** shall individually retain the agreed upon legal representative or firm and be solely responsible for all fees and costs associated with such representation, separate and apart from those of this agreement. The Law Offices of Levi Williams, P.A. shall monitor the retained special counsel and continue to bill **CLIENT** separately for such services as additional services on a per hour basis as agreed to herein.

It is understood and agreed that **CLIENT'S** attorneys shall have a retaining lien on all files, papers, documents, and funds in their possession, and shall not be obligated to release same to **CLIENT** until all fees and costs due have been paid and further understand that all outstanding fees, costs and other sums owed to their attorneys will accrue statutory interests after said sums are sixty (60) days past due. Such interests will be considered in the calculations of fees and costs for any and all collection actions, fee and/or costs hearings, or appellate actions. **CLIENT** authorizes his/her/its attorneys to withhold and retain their fees and costs, including interest, due them from any sums of money recovered in any and all matter(s) being handled by the **Law Offices of Levi Williams, P.A.**, for **CLIENT**.

Attorney is not considered as an employee of the **CLIENT** or any associated corporations or municipality of the **CLIENT** for any purpose whatsoever. Attorney is an independent contractor in the performance of the professional services described herein.

This contract may be canceled by written notification to the attorney at any time within three (3) business days of the date the contract was signed, as shown below, and if canceled, the client shall not be obligated to pay any fees to the attorneys for the work performed during that time. If the attorneys have advanced funds or incurred any costs to others in representation of the client, the attorneys are entitled to be reimbursed for such amounts as they have reasonably advanced on behalf of the client.

IT IS AGREED AND UNDERSTOOD THAT THIS EMPLOYMENT IS UPON A FLAT FEE BASIS, AND THAT **CLIENT** WILL REMAIN INDEBTED TO HIS, HER, OR ITS ATTORNEYS FOR ANY AND ALL OUTSTANDING COSTS AND/OR UNPAID FEES WHATSOEVER INCURRED BY THEM IN FURTHERANCE OF THIS REPRESENTATION AND FOR ANY AND ALL OUTSTANDING ATTORNEYS' FEES.

CLIENT(S):

Mayor Ashira Mohammed, Individually

DATE

3150 SW 52nd Ave.
Hollywood, FL 33023
Cell: (310) 948-7226
Email: Ashira.ann@gmail.com

_____, *City Official*
_____, *Title*

DATE

Town of Pembroke Park
3150 SW 52nd Ave.
Hollywood, FL 33023

LAW OFFICES OF LEVI WILLIAMS, P.A.

Legacy Bank Building
12 S.E. 7th Street
Suite 710
Fort Lauderdale, Florida 33301
Tel: (954) 463-1626
Fax: (954) 463-1630
levi@leviwilliamsllaw.com

BY: _____
LEVI G. WILLIAMS, ESQ.

DATE



AUTHORITY TO REPRESENT

I, **Mayor Ashira Mohammed**, individually, with my business address being 3150 SW 52nd Ave., Hollywood, FL 33023, do hereby agree hereto to be described as the undersigned "**CLIENT**", and do hereby retain the **Law Offices of Levi Williams, P.A.**, 12 S.E. 7th Street, Suite 710, Fort Lauderdale, Florida 33301, as his/her/its attorneys to represent **CLIENT** as her General Counsel in regards to the ongoing OIG investigation, and such other task as Client may assign from time to time.

As compensation for the services of his/her/its attorneys, **CLIENT** acknowledges that the Law Offices of Levi Williams, P.A.'s regular rate for partners is, **\$600.00/hr. (billed in 1/10 (0.1) increments)**, associate attorneys **\$300.00/hour (billed in 1/10 (0.1) increments)** and paralegals **\$150.00/hour (billed in 1/10 (0.1) increments)**; with a standard minimum nonrefundable starting retainer of \$5,000.00 which would be replenished thereafter on a refundable basis.

Instead, the fee arrangement below is a concession to him/her/it. **CLIENT** agrees that this concession Agreement is subject to change at any time. *If not addressed before, the parties hereto agree that the concessions herein shall expire on or about January 1, 2021 and be replaced by new terms to be entered into by the parties in writing.*

CLIENT can opt at the time of retention whether to do:

- (1) A monthly flat fee of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00) due immediately (including and beginning _____, 2020) and on or before the first of each month hereafter and all payments are to be considered as immediately earned income for all work to be performed, not including costs; **OR**
- (2) An hourly rate of **\$250.00/hr. (billed in 1/10 (0.1) increments)** for partners and associate attorneys and paralegals **\$100.00/hour (billed in 1/10 (0.1) increments)**;
- (2) **CLIENT** will continue to be responsible for all outstanding fees and costs not paid in full for any given month; and
- (3) If a monthly flat fee is chosen, **CLIENT** agrees to pay the first monthly fee plus cost, if any, at time of entering into this retainer agreement.

All funds shall be in U.S. Dollars and be tendered on a bank draft or transferrable instrument or via wire transfer, for all work performed by them on **CLIENT'S** behalf. **CLIENT** will receive a monthly invoice, which is due immediately upon receipt. All sums paid for a monthly fee is considered earned upon receipt and shall not be prorated nor reimbursed for any reason or any portion of the month services were rendered. Costs shall be invoiced separately and in addition to fees. **CLIENT** understands and agree that he/she/it shall at all times remain personally and/or jointly liable for all fees and costs incurred in his/her/its representation; but if an entity other than **CLIENT** shall be paying the fees and costs in this matter please list same:

Name: Town of Pembroke Park

Contact: Juan C. Jimenez, Town Manager

Phone/Email: (954) 966-4600 / jcjimenez@townofpembrokepark.com

Address: 3150 SW 52nd Ave., Hollywood, FL 33023

All invoices are immediately due upon receipt. **CLIENT** hereby agrees to and authorizes Law Offices of Levi Williams, P.A. to withdraw from said refundable retainer then being held in the Law Offices of Levi Williams, P.A.'s trust account all fees and costs, becoming due immediately upon receipt on a monthly basis, five (5) business days after the emailing, faxing or mailing of each monthly invoice to **CLIENT**. **CLIENT** agrees and acknowledges that it is **CLIENT'S** responsibility to review each invoice upon receipt and contact legal counsel if there are any questions prior to the fifth (5th) day after the emailing, faxing, or mailing of the invoice; otherwise all fees and costs on the invoice will be considered accurate and proper allowing for payment of all fees and costs invoiced to Law Offices of Levi Williams, P.A. from **CLIENT'S** retainer in trust.

CLIENT further agrees to pay all costs, including interest on past due sums, incurred in this action, including phone calls, faxes, travel: portal-to-portal (*attorney's fees and costs*), witness fees, expert fees, court reporter fees, court costs, investigation reports, and any and all other costs necessary to the representation of **CLIENT** in this matter. Costs to contracted third parties (i.e. experts, professional service providers, investigators, and court reporters) are paid directly by the **CLIENT** upon invoicing from the third party.

Costs shall be invoiced in addition to fees. **CLIENT** will receive a monthly invoice for costs which is immediately due upon receipt. **CLIENT** shall at all times remain personally liable for all fees and costs incurred in his/her/its representation. All outstanding fees and costs will begin to accrue interest at the rate of 10% per annum starting on the sixtieth (60th) day after receipt of attorney's invoice.

All outstanding fees and costs will begin to accrue the maximum lawful amount of interest starting on the sixtieth (60th) day after receipt of attorney's invoice.

CLIENT hereby gives his/her attorneys the exclusive right to take all legal steps to enforce and protect his/her/its rights. He/She/It agrees not to settle any claim in any matter without the written consent of said attorneys. In the event that he/she/it discharges his/her/its attorneys and or his/her/its attorneys withdraw prior to the complete resolution of any matter under this agreement, **CLIENT** agree to give said attorneys a *charging lien* and a *retaining lien* on the file equal to **\$250.00/hour** or **\$5,000.00**, whichever is greater, minus any sums already paid on this matter, for all work which has been done on his/her behalf plus any costs incurred in furtherance of their representation.

CLIENT agrees that the **Law Offices of Levi Williams, P.A.**, may retain associate counsel, contract counsel and/or co-counsel to handle **CLIENT'S** case, and all attorneys and/or firms may participate in the above listed fee, but any such arrangement between said firms will not increase or alter the fee schedule stated herein.

Further, **CLIENT** agrees and acknowledges that from time to time **CLIENT** may be in need of specialized legal representation, including but not limited to appellate counsel (together referred to as "special counsel"), on certain matters. In those instances, **CLIENT** shall individually retain the agreed upon legal representative or firm and be solely responsible for all fees and costs associated with such representation, separate and apart from those of this agreement. The Law Offices of Levi Williams, P.A. shall monitor the retained special counsel and continue to bill **CLIENT** separately for such services as additional services on a per hour basis as agreed to herein.

It is understood and agreed that **CLIENT'S** attorneys shall have a retaining lien on all files, papers, documents, and funds in their possession, and shall not be obligated to release same to **CLIENT** until all fees and costs due have been paid and further understand that all outstanding fees, costs and other sums owed to their attorneys will accrue statutory interests after said sums are sixty (60) days past due. Such interests will be considered in the calculations of fees and costs for any and all collection actions, fee and/or costs hearings, or appellate actions. **CLIENT** authorizes his/her/its attorneys to withhold and retain their fees and costs, including interest, due them from any sums of money recovered in any and all matter(s) being handled by the **Law Offices of Levi Williams, P.A.**, for **CLIENT**.

Attorney is not considered as an employee of the **CLIENT** or any associated corporations or municipality of the **CLIENT** for any purpose whatsoever. Attorney is an independent contractor in the performance of the professional services described herein.

This contract may be canceled by written notification to the attorney at any time within three (3) business days of the date the contract was signed, as shown below, and if canceled, the client shall not be obligated to pay any fees to the attorneys for the work performed during that time. If the attorneys have advanced funds or incurred any costs to others in representation of the client, the attorneys are entitled to be reimbursed for such amounts as they have reasonably advanced on behalf of the client.

IT IS AGREED AND UNDERSTOOD THAT THIS EMPLOYMENT IS UPON A FLAT FEE BASIS, AND THAT **CLIENT** WILL REMAIN INDEBTED TO HIS, HER, OR ITS ATTORNEYS FOR ANY AND ALL OUTSTANDING COSTS AND/OR UNPAID FEES WHATSOEVER INCURRED BY THEM IN FURTHERANCE OF THIS REPRESENTATION AND FOR ANY AND ALL OUTSTANDING ATTORNEYS' FEES.

CLIENT(S):

Mayor Ashira Mohammed, Individually

DATE

3150 SW 52nd Ave.
Hollywood, FL 33023
Cell: (310) 948-7226
Email: Ashira.ann@gmail.com

_____, *City Official*
_____, *Title*

DATE

Town of Pembroke Park
3150 SW 52nd Ave.
Hollywood, FL 33023

LAW OFFICES OF LEVI WILLIAMS, P.A.

Legacy Bank Building
12 S.E. 7th Street
Suite 710
Fort Lauderdale, Florida 33301
Tel: (954) 463-1626
Fax: (954) 463-1630
levi@leviwilliamslaw.com

BY: _____
LEVI G. WILLIAMS, ESQ.

DATE

Town of Pembroke Park
Bills Over \$500
July 20, 2020

Payments				
Invoice#	Vendor	Service/Product	Dept.	Amount
2770488	City of Hollywood	Monthly Bulk Sewer	Sewer	\$ 126,728.26
4875331	DLT Solutions LLC	Engineering Software 2020-2021 Annual Renewal for the Public Works Dept.	Sewer/Roads	\$ 823.20
2020-PP-0601	Michael Miller Planning Associates	General Planning Services Rendered June 1st Through June 30th, 2020	Planning	\$ 12,156.62
2020-PP-0602	Michael Miller Planning Associates	Land Development Planning Services Rendered June 1st - June 30th, 2020	Reimbursable	\$ 5,180.00
2170	Network Techs	Set Up Timothy Day's Computer, Spoke With Town Attorney in Regards to RFP Enterprise Software, Fixed Issues with Servers That Prevented Firewall Configuration	NonDept	\$ 1,125.00
40451	Patrick Brown	Reimbursement for Damage Caused to Personal Vehicle by Town Truck	NonDept	\$ 1,164.16
998	Ryan & Ryan LLC.	Matters Regarding the Site Development Plan Approval for Riking Enterprises IV, LLC	Legal Reimb.	\$ 1,750.00
999	Ryan & Ryan LLC.	Matters Regarding Riking Enterprises IV, LLC Off-Street Parking Reduction Order	Legal Reimb.	\$ 1,902.50
1000	Ryan & Ryan LLC.	Preparation and Representation At Virtual Town Meeting Held June 25, 2020	Legal	\$ 525.00
161125	Sach Sax and Caplan	Professional Services in Regards to the BSO Litigation #13965-00003 (Billed Through June 30th, 2020)	Legal	\$ 1,133.00
Total:				\$152,487.74

Purchase Orders				
305442	Staples	(7) Bentura Bonded Leather Chairs for Town Managers Office (Not to Exceed)	Admin	\$ 1,100.00
305443	Insight Public Sector Inc.	(2) Additional Fujitsu ScanSnap Scanners for the Building Dept.	Bldg.	\$ 904.12
305444	Burton Flooring III	Tile Installation for the Mayor's New Office on the 2nd Floor (To Replace PO#0305413 for Tim's Tile)	NonDept	\$ 1,430.00
Total:				\$3,434.12
Grand Total:				\$155,921.86

AGENDA ITEM REPORT



To: commission
Subject: Fiscal Year 2020 - 2021 Tentative Maximum Millage Rate
Meeting: AGENDA SPECIAL COMMISSION MEETING - July 20, 2020
Department: Finance
Staff Contact:

BACKGROUND INFORMATION:

The Town is required to certify its millage rate every year to help calculate the Ad Valorem Taxes due to the Town. The current millage rate is set at 8.5 and has been unchanged for almost 15 years.

FINANCIAL IMPACT:

A variance of ".1" to the millage rate would help/hurt the revenue by approximately \$70,000.

AGENDA ITEM REPORT



To: commission
Subject: Requesting to change the initial budget hearing date
Meeting: AGENDA SPECIAL COMMISSION MEETING - July 20, 2020
Department: Finance
Staff Contact: Finance director, Finance & Budget Director

BACKGROUND INFORMATION:

The Town needs to change the date of the budget hearing as the School Board will be holding its second budget hearing on the 9th.

FINANCIAL IMPACT:

N/A

POLICY IMPLICATIONS:

N/A

RECOMMENDATION:

Change Budget hearing date from Sept. 9th to Sept. 16

AGENDA ITEM REPORT



To: commission
Subject: Bills over \$500
Meeting: AGENDA SPECIAL COMMISSION MEETING - July 20, 2020
Department: Finance
Staff Contact: Finance director, Finance & Budget Director

BACKGROUND INFORMATION:

There are multiple invoices where the monthly amount exceeds the approved recurring amount and are requesting approval from the commission to pay the bills

POLICY IMPLICATIONS:

N/A

RECOMMENDATION:

Requesting approval from Commission for Bills over \$500

**Town of Pembroke Park
Bills Over \$500
July 20, 2020**

Payments				
Invoice#	Vendor	Service/Product	Dept.	Amount
2770488	City of Hollywood	Monthly Bulk Sewer	Sewer	\$ 126,728.26
4875331	DLT Solutions LLC	Engineering Software 2020-2021 Annual Renewal for the Public Works Dept.	Sewer/Roads	\$ 823.20
2020-PP-0601	Michael Miller Planning Associates	General Planning Services Rendered June 1st Through June 30th, 2020	Planning	\$ 12,156.62
2020-PP-0602	Michael Miller Planning Associates	Land Development Planning Services Rendered June 1st - June 30th, 2020	Reimbursable	\$ 5,180.00
2170	Network Techs	Set Up Timothy Day's Computer, Spoke With Town Attorney in Regards to RFP Enterprise Software, Fixed Issues with Servers That Prevented Firewall Configuration	NonDept	\$ 1,125.00
40451	Patrick Brown	Reimbursement for Damage Caused to Personal Vehicle by Town Truck	NonDept	\$ 1,164.16
998	Ryan & Ryan LLC.	Matters Regarding the Site Development Plan Approval for Riking Enterprises IV, LLC	Legal Reimb.	\$ 1,750.00
999	Ryan & Ryan LLC.	Matters Regarding Riking Enterprises IV, LLC Off-Street Parking Reduction Order	Legal Reimb.	\$ 1,902.50
1000	Ryan & Ryan LLC.	Preparation and Representation At Virtual Town Meeting Held June 25, 2020	Legal	\$ 525.00
161125	Sach Sax and Caplan	Professional Services in Regards to the BSO Litigation #13965-00003 (Billed Through June 30th, 2020)	Legal	\$ 1,133.00
Total:				\$152,487.74

Purchase Orders				
305442	Staples	(7) Bentura Bonded Leather Chairs for Town Managers Office (Not to Exceed)	Admin	\$ 1,100.00
305443	Insight Public Sector Inc.	(2) Additional Fujitsu ScanSnap Scanners for the Building Dept.	Bldg.	\$ 904.12
305444	Burton Flooring III	Tile Installation for the Mayor's New Office on the 2nd Floor (To Replace PO#0305413 for Tim's Tile)	NonDept	\$ 1,430.00
Total:				\$3,434.12
Grand Total:				\$155,921.86



DATE: July 16, 2020

TO: The Honorable Mayor and
Members of the Town Commission

FROM: J.C. Jimenez
Town Manager

RE: **Proposed New Logo**

Attached for your consideration is a proposed new logo for the Town of Pembroke Park. The proposal, created by the designers of the new town website, is a modern take on the town's existing logo.

Staff is seeking approval of the new logo prior to launching the new website and prior to finalizing the design and layout of the newsletter.



Recommendation
Staff recommends approval.



The Small Town that Means Big Business