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CITY OF HALLANDALE
Contract File Maintenance

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Contract Number LIBRARY
Vendor Number . . 0007946 or Name . . BROWARD COUNTY
Description . . . BROWARD COUNTY LIBRARY AGREEMENT CM RENEW 10+YRS
Effective Date. . 100109 Expiration Date. . 093019

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2=Change 4=Delete

F3=Exit F6=Add item

F12=Cancel

LEASE AGREEMENT

This LEASE AGREEMENT ("Lease"), made by and between: CITY OF HALLANDALE BEACH, a political subdivision of the State of Florida (hereinafter referred to as LANDLORD); and BROWARD COUNTY, a political subdivision of the State of Florida, by its Board of County Commissioners (hereinafter referred to as TENANT).

WITNESSETH:

In consideration of the mutual covenants hereinafter contained, it is hereby mutually agreed by and between the Parties as follows:

1. DESCRIPTION, TERM AND RENT:

LANDLORD hereby leases unto TENANT real property more particularly described on Exhibit "A," attached hereto and made a part hereof, consisting of approximately 89,950 square feet of land (the "Premises"), for the term of ten (10) years commencing on the October 1, 2009, and terminating on September 30, 2019, for the yearly rental of One Dollar (\$1.00) per year, lawful money of the U.S., which TENANT covenants to pay to LANDLORD or its duly authorized agent, payable in equal yearly installments in advance, without demand, on October 1 of each year during said term, except that the first payment of rent shall be made by TENANT to LANDLORD upon execution of this Lease. The building on the Premises shall be the property of the TENANT for the term of this Lease. Notwithstanding anything to the contrary in the Lease Agreement between Broward County and The City of Hallandale, Florida, dated 10 December, 1979, for the Leasing of Real Property, ownership of the Building shall not transfer to Landlord upon termination of said Lease Agreement; rather the County shall continue to own the building until termination of this Lease at which time the building shall become the property of the LANDLORD.

2. PARKING FACILITIES:

LANDLORD warrants that it will provide parking facilities at the location of the Premises to accommodate TENANT'S clients, employees, invitees and guests.

3. USE OF PREMISES:

TENANT may use and occupy the Premises for operation of a library. TENANT covenants that TENANT will not, without the written consent of LANDLORD, said consent not to be unreasonably withheld, permit the Premises to be occupied by any person, firm, or corporation other than TENANT and its employees. TENANT further covenants that no nuisance or hazardous trade or occupation shall be permitted or carried on in or upon said premises, no act or thing shall be

permitted and nothing shall be kept in or about said Premises which will increase the risk of hazard of fire, and no waste shall be permitted or committed upon or any damage done to said Premises, and TENANT shall not use or occupy or permit the Premises to be used or occupied in any manner which will violate any laws or regulations of any governmental authority.

4. UTILITIES AND OTHER SERVICES:

The following utilities, services and expenses shall be paid by the party identified:

	<u>LANDLORD</u>	<u>TENANT</u>
Air conditioning unit maintenance		X
A/C filter maintenance and replacement when obsolete		X
Electricity		X
Janitorial services and supplies on a 5-day/week basis		X
Water and sewer service		X
Heat		X
Pest Control		X
Trash removal		X

5. ALTERATIONS AND IMPROVEMENTS:

Unless otherwise prohibited by the terms of this lease, TENANT may, at its own expense, make such structural and non-structural changes, alterations, additions and improvements to the Premises as it may deem necessary or expedient in its operation. Upon termination of this Lease, all such alterations and/or new construction shall become the property of the LANDLORD.

6. HOLD OVER BY TENANT:

TENANT may hold over and remain in possession of the Premises after the expiration of this lease only with the approval of the LANDLORD and shall, in no event, be deemed or construed to be a renewal or extension of this lease but

shall only operate to create a month-to-month tenancy upon the same terms and conditions as are set forth in this Lease, which may be terminated by either party at the end of any month upon thirty (30) days' prior written notice by certified U.S. mail to the other. Double rent shall not be charged under this section.

7. ASSIGNMENT OR SUBLETTING:

TENANT may assign or sublet all or portions of the Premises for the remainder of the term with the approval of LANDLORD, which approval LANDLORD shall not unreasonably delay or withhold, provided that the business or occupation of the assignee or subtenant is not extra-hazardous on account of fire, disreputable uses, or illegal uses. LANDLORD may require an assignee to sign an assignment agreement wherein the assignee will assume the terms of this Lease. Should TENANT assign this Lease, TENANT shall be relieved from all liability under the Lease; however, should TENANT sublease the premises, TENANT will remain secondarily liable under the Lease in the event the Sublessee defaults. LANDLORD shall have the right to cancel this Lease if the proposed private assignee or subtenant is not reasonably acceptable to LANDLORD.

8. TERMINATION:

This Lease may be terminated for convenience by TENANT by giving ninety (90) days written notice to the LANDLORD in accordance with the NOTICES section of the Lease.

If LANDLORD breaches this Lease during the term of the Lease and TENANT has not breached this Lease, LANDLORD shall reimburse TENANT for the Fair Market Value (FMV) of the improvements to the Premises. Said FMV shall be as determined by an appraiser mutually chosen by the parties. If TENANT breaches this Lease during the term of the Lease, LANDLORD shall be entitled to all available legal and equitable remedies.

9. SURRENDER UPON TERMINATION:

TENANT agrees that upon expiration of the lease term, or upon the termination of the Lease for any cause, it will, upon written notification by certified U.S. mail, peaceably surrender and deliver the premises to LANDLORD, its agents or assigns. TENANT further agrees that it will leave the Premises in the condition existing at the commencement of this Lease, subject to Paragraph 5 and subject to reasonable wear and tear during the term of the Lease. TENANT further agrees to allow a representative of LANDLORD to inspect the Premises to determine that the Premises is in the same state and repair as it was at the time it was leased to TENANT, subject to Paragraph 5 and subject to reasonable wear and tear.

10. RECOVERY OF POSSESSION ON DEFAULT:

In the event any rent shall be in default and unpaid after thirty (30) days from due date, LANDLORD may give TENANT notice thereof, by certified U.S. mail, and only if TENANT shall fail to remedy such default within thirty (30) days after receipt of such notice shall LANDLORD have the right to institute proceedings for the recovery of possession of the Premises.

11. OPTION TO PURCHASE:

If the LANDLORD has the opportunity to sell the leased Premises, it shall give the TENANT ninety (90) days written notice of such proposed sale and the terms thereof. The TENANT shall have the first option to purchase the leased property within such ninety (90) day period at the same price and upon the same terms of any such proposal minus the Fair Market Value of the TENANT's improvements. If TENANT fails to exercise such option, the TENANT's right and duties under this Lease shall not be affected thereby.

12. CHANGE IN OWNERSHIP:

Should LANDLORD sell the Premises herein, it shall immediately, together with the new owners, notify TENANT by certified U.S. mail, to whom and where future rentals shall be paid. Should either LANDLORD or the new owners fail to notify TENANT, TENANT shall withhold payment of rentals until such notice is received from both LANDLORD and new owner. The withholding of such rental shall not be construed as a default under the Lease.

13. DAMAGE TO PREMISES:

TENANT agrees that all personal property placed on the Premises shall be at the risk of TENANT. TENANT shall give LANDLORD, or to its agent, prompt written notice of any accident to, or defect in, the roof, outside walls, foundations, sidewalks, interior walls, skylights, floors, windows, ceilings, sprinkler and hot water systems, elevators, heating units, air conditioning units, plumbing and electrical wiring, utilities or other building components.

14. INSPECTION:

LANDLORD, its duly authorized agent, so stated by written notice to TENANT, and any authorized employees of the said agent, the janitor or watchman, may enter said Premises upon reasonable notice to TENANT to examine same; and, if the Premises consist of only a part of a structure owned or controlled by LANDLORD, LANDLORD, its agent, janitor or watchman or authorized employees may enter the demised Premises at reasonable times upon reasonable notice to the TENANT to install or repair items cited herein and other

appliances deemed by LANDLORD to be essential to the use and occupation of other parts of the Premises.

15. FIRE OR OTHER CASUALTY:

In the event of injury to the Premises or any part thereof during said term by fire or other cause, TENANT shall give immediate notice thereof to LANDLORD. The Premises shall be repaired immediately at the expense of TENANT. If the Premises shall be destroyed by the elements or any other cause, or so nearly destroyed as to require substantial rebuilding, rent shall be paid up to the time of such destruction and from thenceforth this Lease shall cease and come to an end, and TENANT shall have no further liability.

16. REPAIRS:

TENANT shall keep the said Premises in good structural repair far as concerns TENANT. TENANT shall maintain and keep in good repair the roof, skylights, outside walls, foundations, sidewalks, interior walls, floors, windows, ceilings, sprinkler and hot water systems, elevators, heating plants, air conditioning plants, plumbing, and electrical wiring.

17. EXTERIOR MAINTENANCE

Exterior maintenance, including without limitation, routine gardening, cutting, mulching, pruning and similar maintenance of all foliage; routine and non-routine maintenance of parking areas, common exterior areas, swale areas within the property line (including cleaning, painting, striping, paving, and repairs) shall be done by TENANT.

18. WAIVER:

Failure of either party to insist upon strict performance of any covenant or condition of this Lease, or to exercise any right or option herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right of election; but the same shall remain in full force and effect. None of the conditions, covenants and provisions of this Lease shall be waived or modified except by the Parties hereto in writing.

19. INSURANCE:

LANDLORD and TENANT hereto acknowledge that they are self-insured governmental entities that are subject to the limitations of Section 768.28, Florida Statutes, as may be amended from time to time. Each of these entities agrees that it has instituted and maintains a fiscally sound and prudent risk management program with regard to its obligations under this Lease in accordance with the provision of Section 768.28, Florida Statutes, as may be amended from time to

time, including Workers' Compensation in accordance with Chapter 440, Florida Statutes, as may be amended from time to time, including Employer's liability with a minimum of \$100,000. Nothing herein is intended to serve as a waiver of each party's sovereign immunity. Each will provide each other with written verification of liability protection in accordance with state law prior to final execution of this Agreement, upon request.

20. ENVIRONMENTAL CONTAMINATION:

LANDLORD represents and warrants to TENANT that as of the date of execution of this Lease, neither LANDLORD, nor to the best of LANDLORD'S knowledge, any third party has used, produced, manufactured, stored, disposed of or discharged any hazardous wastes or toxic substances in, under or about the Premises during the time in which LANDLORD owned the Premises.

21. RADON GAS:

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risk to persons who are exposed to it over time. Levels of radon that exceed Federal and State Guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the Broward County Public Health Unit.

22. NOTICES:

Any notice or demand, which, under the terms of this Lease or by any statute or ordinance, must or may be given or made by a Party hereto, shall be in writing and shall be given by certified or registered U.S. mail sent to the other Party at the address of its principal office herein mentioned, or to such other address as such Party may from time to time designate by notice. Notice to TENANT shall be addressed to:

County Administrator
Broward County Governmental Center, Room 409
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

With a copy to:

Real Property Section
Broward County Governmental Center, Room 326
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

Notice to the LANDLORD shall be addressed to:

City of Hallandale Beach
400 South Federal Highway
Hallandale Beach, FL 33009

23. TERMS:

Every term of this Lease shall be deemed and construed to be of the essence thereof, and any breach shall be deemed and construed to be the very substance of this Lease.

24. SUCCESSORS; ASSIGNS:

This Lease shall inure to and be binding upon the successors and authorized assigns of the Parties.

25. RIGHT TO MORTGAGE AND SELL:

LANDLORD may encumber the premises by mortgage or mortgages, securing such sum or sums and upon such terms and conditions as LANDLORD may desire, and any such mortgage or mortgages so given shall be a first lien upon the land superior to the rights of TENANT herein; provided, however, that no mortgage or lien shall encumber TENANT property. LANDLORD may sell the premises as set forth herein; however, this Lease shall be expressly assumed by LANDLORD's vendee.

LANDLORD shall give the TENANT prior written notice 90 days before the sale of the premises or any assignment of rents to LANDLORD's mortgage. Such notice shall be given in the manner specified for notices under this Lease.

26. COPIES OF LEASE:

This Lease shall be executed in triplicate original copies, each copy of which, bearing original signatures, is to have the force and effect of an original document.

27. PRIOR AGREEMENTS

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement

that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document utilizing the same formalities as were used in the execution of this Lease.

28. APPLICABLE LAW AND VENUE

This Lease shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for litigation concerning this Lease shall be in Broward County, Florida.

29. CONDEMNATION:

LANDLORD reserves unto itself, and TENANT assigns to LANDLORD, all right to damages accruing on account of any taking or condemnation of all or any part of the Premises, or by reason of any act of any public or quasi-public authority for which damages are payable. TENANT agrees to execute such instruments of assignments as may be required by LANDLORD, to join with LANDLORD in any petition for the recovery of damages, if requested by LANDLORD, and to turn over to LANDLORD any such damages that may be recovered in any such proceeding. LANDLORD does not reserve to itself, and TENANT does not assign to LANDLORD, any damages payable for any trade fixtures installed by TENANT at its cost and expense which are not part of the realty, or for any damages for interruption to the business of TENANT which do not compensate loss of real property or any interest therein.

30. PUBLIC ENTITY CRIMES ACT

LANDLORD represents that the execution of this Lease will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to TENANT and may not submit bids on leases of real property to TENANT for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this lease agreement and recovery of all monies paid hereto.

In addition to the foregoing, LANDLORD further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether LANDLORD has been placed on the convicted vendor list.

31. INDEPENDENT CONTRACTOR

LANDLORD is an independent contractor under this Lease. Services provided by LANDLORD shall be subject to the supervision of LANDLORD, and such services shall not be provided by LANDLORD or its agents as officers, employees, or agents of the TENANT.

32. THIRD PARTY BENEFICIARIES

Neither LANDLORD nor TENANT intend to directly or substantially benefit a third party by this Lease. Therefore, the parties agree that there are no third party beneficiaries to this Lease and that no third party shall be entitled to assert a claim against either of them based upon this Lease. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Lease.

33. CONFLICTS

Neither parties nor its respective employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with the other party's loyal and conscientious exercise of judgment related to its performance under this Lease.

Both parties agree that none of its respective officers or employees shall, during the term of this Lease, serve as an expert witness against the other party in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of the other party or in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.

In the event any party is permitted to utilize subcontractors to perform any services required by this Lease, said party agrees to prohibit such subcontractors, by written contract, from having any conflicts as within the meaning of this section.

34. COMPLIANCE WITH LAWS

LANDLORD shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Lease.

35. SEVERANCE

In the event this Lease or a portion of this Lease is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless TENANT or LANDLORD elects to terminate this Lease. Any election to terminate this Lease based upon this section shall be made within seven (7) days after the finding by the court becomes final.

36. JOINT PREPARATION

Preparation of this Lease has been a joint effort of TENANT and LANDLORD and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

37. PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Lease by reference and a term, statement, requirement, or provision of this Lease, the term, statement, requirement, or provision contained in this Lease shall prevail and be given effect.

38. OTHER PROVISIONS

Any additional provisions entered into any the time of execution of this Lease shall require approval of the parties by initialing at the bottom of any additional page(s), which must be affixed to the Lease.

This Lease is subject to the approval of the Board of County Commissioners as a condition precedent to its validity.

IN WITNESS WHEREOF, LANDLORD and TENANT have executed this Lease Agreement on the dates hereinafter subscribed.

LANDLORD

ATTEST:

Shaw Carada
City Clerk

CITY OF HALLANDALE BEACH

By: William M. Dapelo Jr. Acting City Manager

Print Name: D. MIKE GOOD

Title: CITY MANAGER

Dated: 18 day of September, 2009 gr

APPROVED AS TO LEGAL FORM:

[Signature]
City Attorney

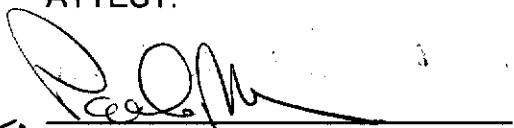
Dated: 9.18.09

[Signature]

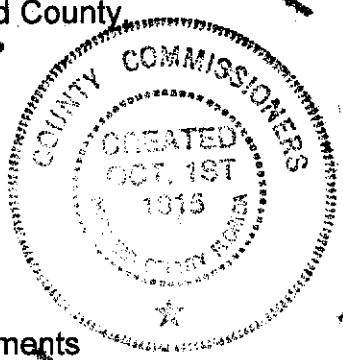
LEASE AGREEMENT BETWEEN CITY OF HALLANDALE BEACH AND BROWARD COUNTY

TENANT

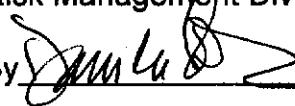
ATTEST:

Assr. 

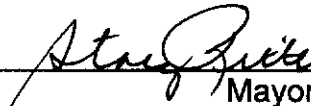
County Administrator and
Ex-Officio Clerk of the
Board of County Commis-
sioners of Broward County,
Florida



Insurance requirements
approved by Broward County
Risk Management Division

By  9/18/09
(Date)

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

By:  Mayor/Vice-Mayor

22nd day of September, 2009

Approved as to form by
Office of County Attorney
Broward County, Florida
JEFFREY J. NEWTON County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

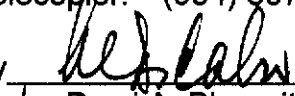
By  9/14/09
for Purvi A. Bhogaita, (Date)
Assistant County Attorney

Exhibit A

Legal Description of Premises

The CITY hereby leases to the COUNTY, and COUNTY hereby leases from the CITY, the following real property:

A portion of Lot 1, Block 11, TOWN OF HALLANDALE, as recorded in Plat Book B, Page 13, of the Public Records of Dade County, Florida, being more particularly described as follows:

COMMENCING at the Northeast corner of the Southwest one-quarter (SW1/4) of Section 27, Township 51 South, Range 42 East; THENCE South 00 02'38" West, along the East line of the Southwest one-quarter (SW1/4) of said Section 27, a distance of 25.00 feet; THENCE West, parallel with and 25.00 feet South of, as measured at right angles to, the North line of the Southwest one-quarter (SW 1/4) of said Section 27, a distance of 43.00 feet to the Point of Beginning; THENCE continue West, along the last described course, a distance of 177.07 feet to a point on the arc of a circular curve to the right, whose radius point bears North 62 27'02" West, from the last described point, said point being further described as being on the Easterly Right-of-Way line of Old Federal Highway, as shown on State Road Right-of-Way Map File #8601-302; THENCE Southerly and Westerly, along the arc of said curve, along the said Easterly Right-of-Way line of Old Federal Highway, having a radius of 5753.73 feet, and a central angle of 03 15'15", an arc distance of 326.08 feet; THENCE South 59 11'24" East, a distance of 117.71 feet, THENCE South 89 57'22" East, a distance of 235.00 feet; THENCE North 00 02'38" East, parallel with and 43.00 feet West of, as measured at right angles to, the East Line of the Southwest one-quarter (SW 1/4) of said Section 27, a distance of 345.75 feet to the Point of Beginning.

Said lands and building situate, lying and being in Broward County, Florida.

Containing 89,950 square feet of land, more or less and building containing 14,700 square feet.

**CITY OF HALLANDALE BEACH, FLORIDA
AGREEMENT TRANSMITTAL FORM**

1. DEPARTMENT SUBMITTING AGREEMENT AND PROJECT COORDINATOR:

General Services

2. PROJECT NUMBER (IF APPLICABLE): CAD# _____, BP# _____, CMD# _____

Not established yet

3. PURPOSE OF AGREEMENT: Include a summary statement regarding what the agreement is for, i.e., consulting services for traffic studies, computer training, beautification grants, land purchase, etc. This information must include specific data as it relates to the purpose of the contract and its impact to the City.

Broward County to lease premises as described in Exhibit A of the Agreement from the City of Hallandale Beach for the purpose of providing library services.

4. TERM OF AGREEMENT:

FROM: 10-1-2009 TO: 9-30-2019, with CM authorized to renew from 10-1-2019 through 9-30-2029.

5. CONTRACT/AGREEMENT COST, OR ANY OTHER IMPACT TO THE CITY, INCLUDING BUT NOT LIMITED TO: IN-KIND SERVICES STAFFING REQUIREMENTS, COST SAVINGS TO THE CITY AND OTHER PERTINENT INFORMATION.

PROVIDE INFORMATION IF GRANT FUNDED OR IF CITY FUNDS. PROVIDE ACCOUNT # FROM BUDGET FOR GRANT OR CITY FUNDS.

Broward County pays the City \$1 per year.

ORDINANCE NO. 2009 - 11

AN ORDINANCE OF THE CITY OF HALLANDALE BEACH, FLORIDA, APPROVING AND AUTHORIZING THE LEASE OF UP TO A 90,000 SQUARE FOOT PORTION OF CITY OWNED PROPERTY TO BROWARD COUNTY FOR LIBRARY PURPOSES, SAID PROPERTY DESCRIBED AS: ALL OF HALLANDALE LAWN, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 7, PAGE 32 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND LOT 1 AND LOT 4, IN BLOCK 11 OF THE SUBDIVISION OF SECTION 27, TOWNSHIP 51 SOUTH, RANGE 42 EAST, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK "B", PAGE 13, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, AND INCLUDING LOTS 11-15 BLOCK 3 OF UNRECORDED PLAT OF FEDERAL PARK SUB-DIVISION, SAID PROPERTY COMMONLY BEING KNOWN AS THE "ANNENBERG TRACT,"

WHEREAS, Section 5.01(4)(f), "Ordinances and Resolution", of the City Charter and Section 23-32(a), "Leases and Franchises" of the City Code of Ordinances requires that leasing of City land be authorized by Ordinance, and

WHEREAS, The City Commission finds it that it is in the best interest of the citizens of the City of Hallandale Beach to provide the library services and grant authority for the lease of the space through the adoption of an Ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF HALLANDALE BEACH, FLORIDA:

Section 1. That the appropriate officials of the City of Hallandale Beach are authorized to execute the lease agreement with Broward County to lease the property/land to Broward County.

Section 2. All ordinances or part of ordinances, and all resolutions or part of resolutions in conflict herewith, are hereby repealed.

Section 3. This ordinance shall take effect upon adoption.

PASSED AND ADOPTED on First Reading on this 19th day of August, 2009.

PASSED AND ADOPTED on Second Reading on this 16th day of September, 2009.

ATTEST:


CITY CLERK


MAYOR-COMMISSIONER

10. PUBLIC PARTICIPATION (to be heard at 7:00 P.M.)

There were no speakers.

11. CONSENT AGENDA (to be heard at 7:15 P.M.)

A. Voting on City Business Items Previously Discussed

Acting City Clerk Canada provided an overview of the Commission's actions from the afternoon portion of the meeting.

MOTION TO ADOPT THE CONSENT AGENDA, 5/0.

Mayor Cooper recessed the meeting at 7:10 PM.

Mayor Cooper reconvened the meeting at 7:34 P.M.

12. PUBLIC HEARINGS (to be heard at 7:30 P.M.)

- A. An Ordinance of the City of Hallandale Beach, Florida, Approving and Authorizing the Lease of up to a 90,000 Square Foot Portion of City Owned Property to Broward County for Library Purposes, Said Property Described as: All of Hallandale Lawn, According to the Plat Thereof, Recorded in Plat Book 7, Page 32 of the Public Records of Broward County, Florida, and Lot 1 and Lot 4, in Block 11 of the Subdivision 27, Township 51 South, Range 43 East, According to the Plat Thereof, Recorded in Plat Book "B", Page 13, of the Public Records of Dade County, Florida, and including Lots 11-15 Block 3 of the Unrecorded Plat of Federal Park Sub-Division, Said Property Commonly Being Known as the "Annenberg Tract," (First Reading)(Staff: General Services Director)(See Backup)**

City Manager Good provided background information on the item and recommended approval of the Ordinance and authorization to execute all documents necessary to implement the lease agreement.

City Manager Good noted that any requests or recommendations for additional programs, services or improvements to the library are not included in the lease agreement; however, Broward County is willing to review and implement pending financial feasibility. He further noted that Broward County is willing to discuss future enhancements to the library through a partnership with the City.

Andrea Lues, General Services Division Director, explained the agreement. She noted the agreement is a 20-year agreement and it will be considered by the Broward County Commission at their September 2, 2009 Commission Meeting.

Mayor Cooper asked if a public-private partnership for operation of the library was evaluated.

City Manager Good explained that the City has three options: 1) City take over the library, 2) City enter into a public-private partnership for the operation of the library, or 3) the City enter into an agreement with Broward County for Broward County to operate the

library. He noted that during these financial times he felt the City is not in a good position to enter into an agreement other than with the County. He further noted that there are advantages to the Broward County agreement, including but not limited to, the access to the County-wide library system.

Mayor Cooper requested that staff evaluate a public-private partnership for the operation of the library.

City Manager Good recommended that the Commission adopt the Ordinance on First Reading and direct the City Manager to evaluate a Public-Private partnership and bring back a report for Second Reading of the Ordinance.

Vice Mayor Julian noted that the Annenberg Tract is deeded for a public purpose and asked if Broward County can close the library while the agreement is in place.

Commissioner London noted he wants more computer stations and Wi-Fi access in the building to be included in the list of City recommendations for improvements to the library; and asked if there are grants available for these improvements.

Mayor Cooper requested that language providing for a 90-day termination clause be added to the lease agreement.

Commissioner Sanders asked for clarification on how a public-private partnership would work. City Manager Good explained.

Mayor Cooper suggested that the term of the lease be shortened and that a 90-day termination clause be added to the lease agreement.

Mayor Cooper opened the Public Hearing.

Susan Iverson, 217 SW 5th Street, noted that the facility is outdated and needs to be updated and spoke in support of continuing to lease the facility to Broward County.

Liz White, 94 NW 5th Street, noted the library has excellent programs for children. She spoke in support of leasing the facility to Broward County for use as a library and suggested a shorter term may be the solution to the concerns raised by the Commission.

Seeing no other speakers, Mayor Cooper closed the Public Hearing.

MOTION TO APPROVE AN ORDINANCE OF THE CITY OF HALLANDALE BEACH, FLORIDA APPROVING AND AUTHORIZING THE LEASE OF UP TO A 90,000 SQUARE FOOT PORTION OF CITY OWNED PROPERTY TO BROWARD COUNTY FOR LIBRARY PURPOSES, SAID PROPERTY DESCRIBED AS: ALL OF HALLANDALE LAWN, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 7, PAGE 32 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND LOT 1 AND LOT 4, IN BLOCK 11 OF THE SUBDIVISION 27, TOWNSHIP 51 SOUTH, RANGE 43 EAST, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK "B", PAGE 13, OF THE PUBLIC RECORDS OF DADE COUNTY,

FLORIDA, AND INCLUDING LOTS 11-15 BLOCK 3 OF THE UNRECORDED PLAT OF FEDERAL PARK SUB-DIVISION, SAID PROPERTY COMMONLY BEING KNOWN AS THE "ANNENBERG TRACT," AND TO BRING BACK FOR SECOND READING ON SEPTEMBER 16, 2009; AND TO DIRECT THE CITY MANGER TO CONTINUE NEGOTIATING THE LEASE AGREEMENT WITH THE COUNTY TO A SHORTER TERM LEASE WITH A 90-DAY TERMINATION CLAUSE; AND TO DIRECT THE CITY MANGER TO EVALUATE A PUBLIC PRIVATE-PARTNERSHIP FOR THE OPERATION OF THE LIBRARY, 5/0.

Mayor Cooper requested that the sign at Joe Scavo Park be improved as announcements placed on the bulletin board are difficult to read due to the sunlight.

Mayor Cooper noted that she has received requests for additional trees to be planted at Joe Scavo Park.

Mayor Cooper noted that she has received phone calls regarding the plantings on Golden Isles Drive medians to be more colorful.

City Manager Good noted that the requests would be evaluated.

City Manager Good provided an update on the Highland Park Village Project and confirmed the City Commission's intent to purchase 26 units and to provide the upfront costs for up to 26 units in order for the project to move forward in an expedited manner. Once the units are sold, the money will be returned to the Community Redevelopment Agency Trust Fund. The City Commission concurred that was the intent of the Commission.

UPDATE CAD #021/08

Mayor Cooper adjourned the meeting at 8:26 PM.

ALL MAJOR DEVELOPMENT REVIEW REQUIREMENTS AT THE TIME OF THE MAJOR DEVELOPMENT APPLICATION IS SUBMITTED FOR THE PROJECT. THE APPROVED DEVELOPMENT LEVELS ON THIS PLAT NOTE ARE MAXIMUMS AND DO NOT ENTITLE THE PROPERTY OWNER TO THE NOTED DEVELOPMENT LEVEL UNLESS APPROVED BY THE CITY OF HALLANDALE BEACH CITY COMMISSION;

- 6. APPROVAL OF THIS PLAT DOES NOT PRECLUDE THE REQUIREMENTS THAT MUST SUBSEQUENTLY BE FOLLOWED FOR THE APPROVAL BY THE CITY OF HALLANDALE BEACH OF A SPECIFIC SITE PLAN FOR THE IMPROVEMENTS TO BE CONSTRUCTED ON THIS SITE. DURING THE SUBSEQUENT SITE PLAN REVIEW PROCESS, THE APPLICANT SHALL BE REQUIRED TO PROVIDE SURVEY DATA TO ACCURATELY REFLECT THE RELATIONSHIP OF THIS PLATTED SITE WITH THE SURROUNDING PROPERTIES AND IMPROVEMENTS. THESE INCLUDE, BUT ARE NOT LIMITED TO, THE LOCATION OF VISIBLE IMPROVEMENTS AND UTILITIES WITHIN THE PUBLIC RIGHT-OF-WAY INCLUDING EDGE OF PAVEMENT, MANHOLE COVERS, ELECTRICAL BOXES, STORM SEWERS, INLETS, EVIDENCE OF BURIED CABLES, UTILITY POLES, STREET LIGHTS, DRIVEWAYS, AVAILABLE WATER SUPPLY AND WASTEWATER DISPOSAL SYSTEMS, FOUND PROPERTY CORNERS, DRIVEWAY INTERSECTION WITH EDGE OF PAVEMENT WITHIN THE RIGHT-OF-WAY ADJACENT TO THE ACCESS STREET, ALL DRAINAGE STRUCTURES, AND PERMANENT REFERENCE MONUMENTS;**
- 7. ADDRESS ALL RECOMMENDATIONS AND CONDITIONS SET FORTH BY THE BROWARD COUNTY DEVELOPMENT MANAGEMENT DIVISION IN THEIR REVIEW OF THE SUBJECT PLAT;**
- 8. PROVIDE AN ELECTRONIC COPY (AUTOCAD) OF THE PLAT AND A MYLAR COPY OF THE FINAL PLAT AS RECORDED, SHALL BE DELIVERED TO THE CITY FOLLOWING RECORDATION AND PRIOR TO THE ISSUANCE OF THE BUILDING PERMIT; AND**
- 9. CORRECTION TO PAGE 1 OF THE PLAT AS FOLLOWS:**
 - A. CITY OF HALLANDALE BEACH COMMISSION CITY CLERK "DENT MCGOUGH" WILL BE CHANGED TO CITY CLERK**

The motion carried on a 4/1 vote. (Commission London voted no).

- B. An Ordinance of the City of Hallandale Beach, Florida, Approving and Authorizing the Lease of up to a 90,000 Square Foot Portion of City Owned**

Property to Broward County for Library Purposes, Said Property Described as: All of Hallandale Lawn, According to the Plat Thereof, Recorded in Plat Book 7, Page 32 of the Public Records of Broward County, Florida, and Lot 1 and Lot 4, in Block 11 of the Subdivision 27, Township 51 South, Range 43 East, According to the Plat Thereof, Recorded in Plat Book "B", Page 13, of the Public Records of Dade County, Florida, and including Lots 11-15 Block 3 of the Unrecorded Plat of Federal Park Sub-Division, Said Property Commonly Being Known as the "Annenberg Tract," (Second Reading)(Staff: General Services Director)(See Backup)

The City Commission adopted the Ordinance on First Reading on August 19, 2009 with a vote of 5/0

City Manager Good provided background information on the item, he read an e-mail dated September 15, 2009 from Broward County staff and recommended approval of the Ordinance. He noted staff worked with Broward County regarding services, hours of operation and furnishings for the library. He noted that the County's library system is struggling in these financial times and they were unwilling to bind themselves contractually to providing more services or new furnishings. However, Broward County is willing to work with the City in the future to provide for these improvements.

City Manager Good noted that the City and Broward County discussed the termination clause. He noted Broward County would only agree that the County could terminate with a 90-day notice at their convenience; however, this termination clause for the City was not agreed to.

City Manager Good noted that the term of the lease agreement has been shortened from 20 years to 10 years.

City Manager Good recommended approval of the Ordinance and noted that staff will continue to work with the County towards programs and equipment improvements at the library.

Commissioner London noted staff's recommendation that the City Commission authorize the City Manager to renew the agreement for a second ten (10) year term in the best interest of the City and asked how the renewal process would work. City Manager Good advised the agreement would be reviewed and, if it is in the best interest of the City, the agreement could be renewed by the City Manager. He noted that the City Commission would be advised if the agreement was renewed. He further noted that this is a common provision.

Vice Mayor Julian spoke in support of the Ordinance and the importance of the library being part of the Broward County library system.

Mayor Cooper opened the Public Hearing.

Seeing no speakers, Mayor Cooper closed the Public Hearing.

**MOTION TO APPROVE ON SECOND READING AN ORDINANCE OF THE CITY
 OF HALLANDALE BEACH, FLORIDA, APPROVING AND
 AUTHORIZING THE LEASE OF UP TO A 90,000 SQUARE FOOT**

PORTION OF CITY OWNED PROPERTY TO BROWARD COUNTY FOR LIBRARY PURPOSES, SAID PROPERTY DESCRIBED AS: ALL OF HALLANDALE LAWN, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 7, PAGE 32 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AND LOT 1 AND LOT 4, IN BLOCK 11 OF THE SUBDIVISION 27, TOWNSHIP 51 SOUTH, RANGE 43 EAST, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK "B", PAGE 13, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, AND INCLUDING LOTS 11-15 BLOCK 3 OF THE UNRECORDED PLAT OF FEDERAL PARK SUB-DIVISION, SAID PROPERTY COMMONLY BEING KNOWN AS THE "ANNENBERG TRACT,"; TO AUTHORIZE THE CITY MANAGER TO CONTINUE NEGOTIATIONS WITH BROWARD COUNTY IN THE BEST INTEREST OF THE CITY FOR ENHANCED PROGRAMS AND EQUIPMENT AS ECONOMICALLY FEASIBLE; AND TO AUTHORIZE THE CITY MANAGER TO RENEW FOR A SECOND TEN (10) YEAR TERM IN THE BEST INTEREST OF THE CITY, 5/0.

- C. An Ordinance of the City of Hallandale Beach, Florida, Amending Chapter 32, Zoning and Land Development Code, Article IV, Development Standards, Division 18, Solid Waste Disposal, Mandating a City Wide Recycling Program in Section 32-631, Definitions; Section 32-632, Removal Required, Adding Recycling to the Required Removal of Garbage and Trash; Section 32-633, Refuse Receptacles; General Specifications; Section 32-634, Number of Containers; Section 32-635; Placement and Standards for Waste and Recycling Containers; Section 32-637, Safety and Sanitation; Section 32-640, Fees for Collection, Subsections (A) (1) and (B), Repealing Section 32-640(L), Separation of Trash, Renumbering 32-640 (M) Deposit Required as 32-640 (L); 32-642, Separation of Newspapers, Subsection (C), Placement of Newspaper for Collection, Subsection (D), Containers for Newspaper Required, Subsection (G), Intermingling Prohibited, 32-648, Code Enforcement Supplemental Jurisdiction, and Amending Private Hauler Recycling Obligations in Section 32-639 (B) Frequency of Pickups, Section 32-639 (E), Permit Required, 32-639(F)(2) Issuance of Hauling Permit and Section 32-639(F)(7)(B) Hauling Permit Fees, 32-639(F)(7)(C) Audit Requirements, and 32-639(J) Disposal Permit; Construction and Demolition Debris, to Require Posting of Disposal Permit, Providing for Severability, and an Effective Date (Second Reading) (Staff: Director, Public Works)(See Backup)**

The City Commission adopted the Ordinance on First Reading on August 26, 2009 with a vote of 5/0

City Manager Good provided background information on the item. He noted the intent of the Ordinance is to require recycling and to clarify the language within the City's Code of Ordinances. He further noted the City is expanding its waste collection services to include compactors; however, the City will not be performing Construction and Demolition Debris Removal Services. He noted that the purpose of the roll off language is for health and life safety issues and to provide the City with enforcement capabilities.