

ENCROACHMENT AGREEMENT

THIS ENCROACHMENT AGREEMENT is entered into this 25 day of September, 2019, by and between:

CITY OF FORT LAUDERDALE, a Florida municipal corporation
whose address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301
(hereinafter, "CITY")

And

JOSHUA F. GRABEL and LACEY GRABEL, husband and wife,
whose post office address is 705 SE 10th Street, Fort Lauderdale, FL
33316 (hereinafter, "OWNER")

RECITALS:

A. OWNER owns the following real property located situate and being in the City of Fort Lauderdale, Broward County, State of Florida and described as follows:

**Lot 32, Block 26, RIO VISTA ISLES 3, according to the Plat thereto,
as recorded in Plat Book 7, Page 47 of the Public Records of Broward
County, Florida**

Street Address: 705 SE 10th Street, Fort Lauderdale, FL 33316
Tax Folio No: 5042 11 18 2650

(hereinafter, "Property")

B. OWNER has caused an elevated landscape area and landscape retaining wall ("Encroaching Improvements") to be constructed in the front yard of the Property in such a manner that it encroaches beyond the front boundary line of the Property and approximately 17 feet into the public right-of-way for S.E. 10th Street. As used herein, the term "Encroachment Area" shall refer to that portion of the Encroaching Improvements that encroach beyond the front Property line into the public right of way for S.E. 10th Street as more particularly shown on **Exhibit "A"** attached hereto.

C. The Encroaching Improvements was initially built without a permit.

D. A code violation was issued for the property when the violation came to the attention of City inspectors, (Case No. CE 18022091).

E. The "after-the-fact" permit (18042727) was purged by the CITY due to abandonment.

F. The Encroaching Improvements encroached beyond the front property line of the Property and into the fifty (50) foot S.E. 10th Street right-of-way.

G. OWNER has requested the CITY permit the Encroaching Improvements to remain encroaching into the public right-of-way as such Encroaching Improvements currently exist, which would constitute an encroachment upon public property, which the CITY is willing to permit, pursuant to CITY Code § 25-6, subject to the terms and conditions hereinafter set forth.

H. The City Commission, on June 18, 2019, authorized the City Manager to execute this Encroachment Agreement on behalf of the CITY.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and other good and valuable considerations, the adequacy and receipt of which are hereby acknowledged, City and OWNER agree as follows:

1. **Recitals.** The parties acknowledge that the foregoing Recitals are true and correct, and incorporated herein by reference.

2. **Grant Encroaching Permit.** CITY grants OWNER a permit for the Encroaching Improvements, pursuant to CITY Code §25-6, to encroach \pm 17 feet beyond the front property line of the Property into the Flamingo Drive public right of way subject to the conditions hereinafter set forth.

3. **No Property or Contract Right.** OWNER expressly acknowledges that pursuant to the terms hereof, it gains no property or contract right through this Encroachment Agreement to the continued possession, use, operation and maintenance of the Encroaching Improvements within the Encroachment Area.

4. **Repairs and Maintenance.** OWNER shall not commit or suffer waste or injury to the Encroachment Area or the use, operation and maintenance of the Encroaching Improvements maintained therein. OWNER shall, at its own cost and expense, at all times during the term of this Encroachment Agreement cause the Encroachment Area and Encroaching Improvements to be safely and securely maintained, kept in good condition, repair, clean, and free of rubbish and other hazards. OWNER further covenants and agrees, to make or cause to be made any and all repairs or replacements, ordinary or extraordinary, structural or otherwise, necessary to maintain the Encroachment Area in its original condition at the time of the commencement of this Encroachment Agreement and to similarly maintain the Encroaching Improvements as originally installed or constructed during the term of Encroachment Agreement. The Office of the City Engineer shall approve all repairs and replacements within the Encroachment Area. When making such repairs, replacements and maintenance OWNER shall comply with all laws, ordinances, codes, regulations and State and CITY Engineering standards then in effect; provided, however, that OWNER shall only be responsible to make such repairs and replacements necessary to return the Encroachment Area to the original condition at the time of commencement of Encroachment Agreement. The Encroachment Area shall be maintained in a neat and orderly appearance at all times.

5. Indemnity.

5.1 OWNER shall protect, defend, indemnify and hold harmless the CITY, its officers, employees and agents from and against any and all lawsuits, penalties, damages, settlements, judgments, decrees, costs, charges and other expenses including attorney's fees or liabilities of every kind, nature or degree arising out of or in connection with the rights, responsibilities and obligations of OWNER under this Encroachment Agreement (collectively, "Claims"), conditions contained therein, the location, construction, repair, removal, demolition, maintenance, use or occupancy of the Encroaching Improvements and Encroachment Area, or the breach or default by OWNER of any covenant or provision of this Encroachment Agreement, except for any occurrence arising out of or resulting from the intentional torts or gross negligence of the CITY employees acting within the course and scope of their employment. Without limiting the foregoing, any and all such claims, suits, causes of action relating to personal injury, death, damage to property, defects in construction, rehabilitation, operation, maintenance, repair or restoration of the Encroachment Improvements or Encroachment Area, alleged infringement of any patents, trademarks, copyrights or of any other tangible or intangible personal or real property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any court, is included in the indemnity.

5.2 OWNER further agrees to investigate, handle, respond to, provide defense for, and defend any such Claims at its sole expense and agrees to bear all other costs and expenses related thereto even if the Claim is groundless, false or fraudulent and if called upon by the CITY, OWNER shall assume and defend not only itself but also the CITY in connection with any Claims and any such defense shall be at no cost or expense whatsoever to CITY, provided that the CITY (exercisable by the CITY's Risk Manager) shall retain the right to select counsel of its own choosing. The indemnification obligations set forth herein shall survive termination of this Encroachment Agreement for a period coincident with the statute of limitations period applicable to the offending act, omission or default.

6. Insurance. At all times during the term of this Encroachment Agreement, OWNER at its expense, shall keep or cause to be kept in effect the following insurance coverages:

6.1 A general liability insurance policy, in standard form, insuring OWNER and CITY as an additional insured, against any and all liability for bodily injury or property damage arising out of or in connection with this Encroachment Agreement and the performance of obligations thereunder and the Encroaching Improvements and the permit granted herein with a policy limit of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) general aggregate. All such policies shall cover the Encroaching Improvements and the possession, use, occupancy and maintenance of the Encroachment Area. This policy shall not be affected by any other insurance carried by CITY.

6.2 Workers' Compensation Insurance to apply to all OWNER's employees and employees of contractors retained by OWNER for maintenance, repair, demolition and removal of the Encroaching Improvements pursuant to the terms and conditions of this Encroachment Agreement, said coverage to be in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy(ies) shall include Employers Liability with a limit of One Hundred Thousand Dollars (\$100,000.00) for each accident.

6.3 All of the policies of insurance provided for in this Encroachment Agreement:

6.3.1 shall be in the form and substance approved by the Florida Office of Insurance Regulation ("FIOIR),

6.3.2 shall be issued only by companies licensed by FIOIR,

6.3.3 Certificates of Insurance pertaining to same shall be delivered to CITY, at least fourteen (14) days prior to the commencement of the License Term,

6.3.4 shall be with a carrier having an A Best's Rating of not less than A, Class VII,

6.3.5 shall bear endorsements showing the receipt by the respective companies of the premiums thereon or shall be accompanied by other evidence of payment of such premiums to the insurance companies, including evidence of current annual payment, .if on any installment payment basis, and

6.3.6 shall provide that they may not be canceled by the insurer for thirty (30) days after service of notice of the proposed cancellation upon CITY and shall not be invalidated as to the interest of CITY by any act, omission or neglect of OWNER.

6.4 The insurance coverage under subparagraphs (6.1) and (6.2) above shall be for a period coincident with the applicable indemnification obligations set forth above.

6.5 In any case where the original policy of any such Insurance shall be delivered to OWNER, a duplicated original of such policy shall thereupon be delivered to City. All insurance policies shall be renewed by OWNER, and certificates evidencing such renewals, bearing endorsements or accompanied by other evidence of the receipt by the respective insurance companies of the premiums thereon, shall be delivered to CITY, at least twenty (20) days prior to their respective expiration dates.

6.6 CITY does not in any way represent that the types and amounts of insurance required hereunder are sufficient or adequate to protect OWNER or OWNER's Contractor's interests or liabilities but are merely minimum requirements established by CITY's Risk Management Division. CITY reserves the right to require any other insurance coverages or increased coverage that CITY deems necessary depending upon the risk of loss and exposure to liability.

7. **Special Exception.** It is agreed that permit granted under this Encroachment Agreement is granted to OWNER for OWNER's benefit, is a special exception to the CITY's general policy and it is stipulated between the parties that this Encroachment Agreement shall be construed most strictly in favor of the CITY and against OWNER.

8. **Emergencies.** If an emergency situation arises with respect to the Encroachment Area or any condition thereof presents an imminent threat to the health or safety of persons or property, the CITY shall make reasonable efforts to provide telephone notice to the OWNER. If, following that notice, OWNER fails to take timely action to correct the emergency situation, and allowing the emergency situation to continue would pose an imminent threat to health or safety to persons or property, CITY may undertake such limited actions as are necessary to eliminate the emergency; and CITY shall be entitled to recover its reasonable costs of cure from OWNER in accordance with provisions hereof. For the purposes of this Paragraph, OWNER's Contact Person shall be Joshua Grabel, cell phone number: (1954) 818-2790; e-mail address: Stephanie.J. Tallhacker; and address: 705 SE 105th Ave. As an alternate contact, please contact Stephanie J. Tallhacker, office telephone number (954) 648-9376, e-mail address: Stephanie.Tallhacker@cityofjacksonville.org and address is _____. In the event the OWNER's Contact Person or Alternate Contact Person or any other information pertaining to the OWNER's Contact Person or Alternate Contact Person shall change, such change shall be provided to the CITY Engineer.

9. **Damage to Public Property.** In the event the use, operation, construction, demolition or reconstruction of the Encroaching Improvements or Encroachment Area cause(s) any damage whatsoever to any other public property, then OWNER shall be responsible for the cost of repair and shall, at CITY'S option, make said repairs or reimburse CITY for the cost of same.

10. **Liens Against the Encroachment Area.** OWNER shall have no power or authority to incur any indebtedness giving a right to a lien of any kind or character upon the right, title or interest of CITY in and to the Encroachment Area, and no person shall ever be entitled to any lien, directly or indirectly derived through or under the OWNER, or its agents, servants, employees, contractors or officers or on account of any act or omission of said OWNER as to the Encroaching Area. All Persons contracting with the OWNER, or furnishing materials, labor or services to said OWNER, or to its agents or servants, as well as all persons shall be bound by this provision of this Encroachment Agreement. Should any such lien be filed, OWNER shall discharge the same within thirty (30) days thereafter, by paying the same or by filing a bond, or otherwise, as permitted by law. OWNER shall not be deemed to be the agent of CITY, so as to confer upon a laborer bestowing labor upon or within the Encroachment Area, or upon materialmen who furnish material incorporated in the construction and improvements upon the foregoing, a construction lien pursuant to Chapter 713, Florida Statutes or an equitable lien upon the CITY's right, title or interest in and to the Encroachment Area. These provisions shall be deemed a notice under Section 713.10(1), Florida Statutes of the "non-liability" of the CITY.

11. **Removal.** Except as may otherwise be expressly provided herein, OWNER shall remove all Encroaching Improvements constructed within the Encroachment Area and any components thereof, exclusive of utilities facilities constructed and installed, upon revocation or termination of this Encroachment Agreement and upon demand of CITY for removal of such

Encroaching Improvements, and OWNER shall restore the Encroachment Areas to the condition(s) that existed prior to OWNER's installation of any such Encroaching Improvements within the Encroachment Area. Such removal shall be at OWNER's sole cost and expense. In the event OWNER fails to remove all or any part of the Encroaching Improvements within the Encroachment Area contemplated herein within fifteen (15) days after written demand by the CITY to do so, the CITY is hereby authorized to remove such Encroaching Improvements and restore Encroachment Area to the condition that existed prior to the OWNER's construction or installation of the Encroaching Improvements in the Encroachment Area, and all reasonable costs associated with the removal and restoration thereof shall be fully reimbursed by OWNER.

12. Damage and Destruction. OWNER shall not by its possession, use, occupancy, operation, maintenance or repair of the Encroachment Area, suffer or permit any damage to the Encroachment Area or to the adjacent real property or public rights-of-way. If during the term of this Encroachment Agreement the structures, improvements, fixtures or personalty within the Encroachment Area shall be damaged, destroyed or deteriorated in whole or in part by fire, casualty, obsolescence, failure to maintain or any other cause, and whether or not such destruction or damage is covered by any insurance policy relating to the Encroaching Improvements, OWNER shall give to CITY immediate notice thereof, and OWNER shall repair the damage, destruction or deterioration.

13. Encroachment Permit, not Lease. It is acknowledged and stipulated by and between the parties hereto that this Encroachment Agreement shall not be deemed a lease of the Encroachment Area by CITY but rather a terminable permit granted pursuant to CITY Code § 25-6 to OWNER by CITY for the nonexclusive possession, use, occupancy, operation, maintenance and repair of the Encroachment Area for the possession, use, occupancy, maintenance and repair of the Encroaching Improvements under the terms and conditions stated herein, such terms and conditions including termination of the Encroachment Permit in the manner set forth herein.

14. Requirement for Notice. OWNER shall give CITY prompt written notice of any accidents on, in, over, within, under and above the Encroachment Areas in which damage to property or injury to a person occurs.

15. Notices.

(a) Except as provided in subparagraph (c) below, whenever it is provided herein that notice, demand, request or other communication shall or may be given to, or served upon, either of the parties by the other, or either of the parties shall desire to give or serve upon the other any notice, demand, request or other communication with respect hereto or with respect to any matter set forth in this Encroachment Agreement, each such notice, demand, request or other communication shall be in writing and any law or statute to the contrary notwithstanding shall not be effective for any purpose unless the same shall be given by mailing the same by registered or certified mail, postage prepaid, return receipt requested, addressed to the party at the address set forth below, or at such other address or addresses and to such other person or firm as CITY may from time to time designate by notice as herein provided.

(b) All notices, demands, requests or other communications hereunder shall be deemed to have been given or served for all purposes hereunder forty-eight (48) hours after the time that the same shall be deposited in the United States mail, postage prepaid; in the manner aforesaid, provided, however, that for any distance in excess of five hundred (500) miles, air mail service or Federal Express or similar carrier shall be utilized, if available.

AS TO CITY:

CITY Manager
CITY of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, FL 33301

With copy to:

CITY Attorney
CITY of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, FL 33301

AS TO OWNER:

Joshua F. Grabel
Lacey Grabel
705 SE 10th Street
Fort Lauderdale, FL 33316

(c) As to activities under Paragraph 8, Emergencies, notice need not be given in accordance with subparagraph (a) above, but notice shall be sufficient if given to the Contact Person pursuant to Paragraph 8, Emergencies.

16. Interpretation of Encroachment Agreement; Severability. This Encroachment Agreement shall be construed in accordance with the laws of the State of Florida. If any provision hereof, or its application to any person or situation, is deemed invalid or unenforceable for any reason and to any extent, the remainder of this Encroachment Agreement, or the application of the remainder of the provisions, shall not be affected. Rather, this Encroachment Agreement is to be enforced to the extent permitted by law. The captions, headings and title of this Encroachment Agreement are solely for convenience of reference and are not to affect its interpretation. Each covenant, term, condition, obligation or other provision of the Encroachment Agreement is to be construed as a separate and independent covenant of the party who is bound by or who undertakes it, and each is independent of any other provision of this License, unless otherwise expressly provided. The terms and words used in this Encroachment Agreement, regardless of the number or gender in which they are used, are deemed to include any other number and other gender as the context requires.

17. Successors. This Encroachment Agreement shall be binding on and inure to the benefit of the parties, their successors and assigns.

18. No Third Party Beneficiaries. The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Encroachment Agreement. None of the parties intend to directly or substantially benefit a third party by this Encroachment Agreement. The parties agree that there are no third party beneficiaries to this Encroachment Agreement and that no third party shall be entitled to assert a claim against any of the parties based on this Encroachment Agreement. Nothing herein shall be construed as consent by any agency or political subdivision of the State of Florida to be sued by third parties in any manner arising out of any contract.

19. Non-Discrimination. OWNER shall not discriminate against any person in the performance of duties, responsibilities and obligations under this Encroachment Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

20. Termination. In the event of emergency, CITY, exercisable by the CITY Manager, may cancel this Encroachment Agreement during the term hereof upon twenty four (24) hours written notice to OWNER of its desire to terminate this Encroachment Agreement.

21. Records. Each party shall maintain its own respective records and documents associated with this Encroachment Agreement in accordance with the records retention requirements applicable to public records. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Chapter 119, Florida Statutes, as same may be amended from time to time and any resultant award of attorney's fees for non-compliance with that law.

The Owner and all contractors or subcontractors (the "Contractor") engaging in services in connection with construction, operation and/or maintenance of the Property shall:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the City Agency in order to perform the services rendered.
- (b) Upon request from City's custodian of public records, provide City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2018), as may be amended or revised, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law and as to Owner for the duration of this Agreement and as to Contractor's for the duration of the contract term and following completion of said contract if Contractor does not transfer the records to City.
- (d) Upon completion of said construction, operation or maintenance of the Property, transfer, at no cost, to City all public records in possession of Owner or Contractor or keep and maintain public records required by City to perform the service. If Contractor transfers all public records to City upon completion of the construction,

operation or maintenance of the Property, Owner and Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Owner or Contractor keeps and maintains public records upon completion of construction, operation or maintenance of the Property, Owner and Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City, upon request from City's custodian of public records, in a format that is compatible with the information technology systems of City.

If Owner or any Contractor has questions regarding the application of Chapter 119, Florida Statutes, or Owner's or Contractor's duty to provide public records relating to its contract, contact the City's custodian of public records by telephone at 954-828-5002 or by e-mail at PRRCONTRACT@FORTLAUDERDALE.GOV or by mail at 100 North Andrews Avenue, Fort Lauderdale, FL 33301 Attention: Custodian of Public Records.

22. Entire Agreement. 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 Encroachment 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.

23. Preparation of Agreement. The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this License Agreement has been their joint effort.

24. Waiver. The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Encroachment Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Encroachment Agreement shall not be deemed a waiver of such provision or modification of this License. A waiver of any breach of a provision of this Encroachment Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Encroachment Agreement.

25. Governing Law. This Encroachment Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Encroachment Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or the United States District Court, Southern District, Florida. To that end, OWNER expressly waives whatever other privilege to venue it may otherwise have.

26. Force Majeure. Neither party shall be obligated to perform any duly, requirement or obligation under this Encroachment Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds alone on the part of OWNER be deemed Force Majeure.

27. Recording. This effectiveness of this Encroachment Agreement is conditioned upon recordation of the Encroachment Agreement in the Public Records of Broward County, Florida. CITY shall record the Encroachment Agreement, subject to OWNER reimbursing CITY for the cost thereof. A copy of the recorded Encroachment Agreement shall be provided to OWNER and filed with the CITY Clerk's Office of the CITY of Fort Lauderdale.

28. Enforcement. In the event of interpretation or enforcement of this Agreement is necessary, the City shall be entitled to recover reasonable costs and fees, including reasonable attorney's fees through appellate proceedings and bankruptcy.

29. Sovereign Immunity. Nothing herein shall be deemed a waiver of sovereign immunity in favor of the City, whether at common law or pursuant to F.S. Section 768.28 (2016), as amended.

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

(SIGNATURE PAGE TO FOLLOW)

AGREEMENT BETWEEN **JOSHUA F. GRABEL and LACEY GRABEL**,
HUSBAND AND WIFE AND THE CITY OF FORT LAUDERDALE, A MUNICIPAL
CORPORATION OF THE STATE OF FLORIDA FOR AN ENCROACHMENT
AGREEMENT. IN WITNESS OF THE FOREGOING, THE PARTIES HAVE SET THEIR
HANDS AND SEALS AS OF THE 35th DAY OF September, 2019.

WITNESS:

Jeannette A. Johnson
Jeannette A. Johnson
[Witness print or type name]

CITY OF FORT LAUDERDALE

By: [Signature]
Dean J. Trantalis, Mayor

Deina Rizzuti Smith
Deina Rizzuti Smith
[Witness print or type name]

By: [Signature]
Christopher J. Lagerbloom, City Manager

ATTEST:

[Signature]
Jeffrey A. Modarelli, City Clerk

APPROVED AS TO FORM:
Alan E. Boileau, City Attorney

By: [Signature]
James Brako, Asst. City Attorney

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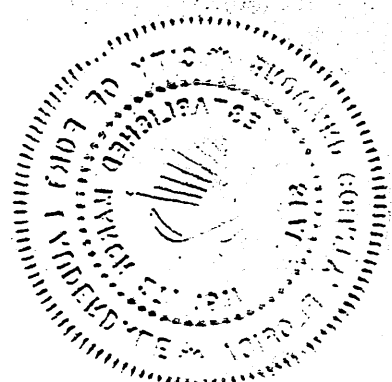
RECEIVED
1917
FEBRUARY 10
U.S. DEPARTMENT OF AGRICULTURE
WASHINGTON, D.C.

John H. ...
...

...

John H. ...
...

...



WITNESS:

[Signature]
Kimberly Simpson
[Witness print or type name]

JOSHUA F. GRABEL

[Signature]

WITNESS:

[Signature]
Kimberly Simpson
[Witness print or type name]

LACEY GRABEL

[Signature]

STATE OF FLORIDA:

COUNTY OF Broward:

The foregoing instrument was acknowledged before me this 12th day of August, 2019, by Joshua & Lacey Grabel. Who is ☒ personally known to me or ☐ has produced _____ as identification.

(SEAL)



[Signature]

Notary Public, State of Florida
(Signature)

Tracey Keith
Name of Notary Typed, Printed or Stamped

My Commission Expires: May 21, 2020

985983
Commission Number

[illegible]

CAM #19-0463



COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

2L 9/26/19

Today's Date: 8/19/2019 9/24/2019

DOCUMENT TITLE: Encroachment Agreement between Joshua F. and Lacey Grabel and the City of Fort Lauderdale

COMM. MTG. DATE: 6/18/2019 CAM #: 19-0463 ITEM #: M-3 CAM attached: ☒ YES ☐ NO

Routing Origin: CAO Router Name/Ext: S.Sierra/ext. 5598 Action Summary attached: ☒ YES ☐ NO

NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, or real.

CIP FUNDED: ☐ YES ☐ NO

1) City Attorney's Office: Documents to be signed/routed? ☒ YES ☐ NO # of originals attached: 2

Is attached Granicus document Final? ☒ YES ☐ NO

Approved as to Form: ☐ YES ☐ NO

Date to CCO: 8/19/2019

James Brako
Attorney's Name

JB
Initials

2) City Clerk's Office: # of originals: 2 Routed to: Gina Ri/CMO/x5013 Date: 9/24/19

3) City Manager's Office: CMO LOG #: Sep. 63 Document received from: CCO

Assigned to: CHRIS LAGERBLOOM ☐ ROBERT HERNANDEZ ☒ RODA MAE KERR ☐
CHRIS LAGERBLOOM as CRA Executive Director ☐

☐ APPROVED FOR C. LAGERBLOOM'S SIGNATURE ☐ N/A FOR C. LAGERBLOOM TO SIGN

PER ACM: R. HERNANDEZ (Initial/Date) R. KERR (Initial/Date)

☐ PENDING APPROVAL (See comments below)

Comments/Questions: _____

Forward 2 originals to ☒ Mayor ☐ CCO Date: 9/25/19

4) Mayor/CRA Chairman: Please sign as indicated. Forward _____ originals to CCO for attestation/City seal (as applicable) Date: _____

5) City Clerk: Forward _____ originals to CAO for FINAL APPROVAL Date: _____

6) CAO forwards _____ originals to CCO

7) City Clerk: Scan original and forwards _____ originals to: _____ (Name/Dept/Ext)

Attach _____ certified Reso # _____ ☐ YES ☐ NO

Original Route form to CAO/Dept.