

AGENDA
DANIA BEACH CITY COMMISSION
REGULAR MEETING
TUESDAY, JUNE 26, 2018 - 7:00 PM

ANY PERSON WHO DECIDES TO APPEAL ANY DECISION MADE WITH REGARD TO ANY MATTER CONSIDERED AT THIS MEETING OR HEARING WILL NEED A RECORD OF THE PROCEEDING, AND FOR SUCH PURPOSE MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDING IS MADE WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

LOBBYIST REGISTRATION IS REQUIRED. PRIOR TO ENGAGING IN ANY LOBBYING ACTIVITIES, WHETHER OR NOT COMPENSATION IS PAID OR RECEIVED IN CONNECTION WITH THOSE ACTIVITIES, EACH LOBBYIST SHALL FILE WITH THE CITY CLERK AN ANNUAL REGISTRATION STATEMENT AND PAY AN ANNUAL ONE HUNDRED DOLLARS (\$100.00) REGISTRATION FEE FOR EACH PRINCIPAL OR EMPLOYER. REGISTRATION FORMS ARE AVAILABLE ON THE CITY WEBSITE: WWW.DANIABEACHFL.GOV. (ORDINANCE #2012-019)

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT, PERSONS NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE CITY CLERK'S OFFICE, 100 W. DANIA BEACH BOULEVARD, DANIA BEACH, FL 33004, (954) 924-6800 EXTENSION 3624, AT LEAST 48 HOURS PRIOR TO THE MEETING.

IN CONSIDERATION OF OTHERS, WE ASK THAT YOU:

- A. PLEASE TURN CELL PHONES OFF, OR PLACE ON VIBRATE. IF YOU MUST MAKE A CALL, PLEASE STEP OUT INTO THE ATRIUM, IN ORDER NOT TO INTERRUPT THE MEETING.
 - B. IF YOU MUST SPEAK TO SOMEONE IN THE AUDIENCE, PLEASE SPEAK SOFTLY OR GO OUT INTO THE ATRIUM, IN ORDER NOT TO INTERRUPT THE MEETING.
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1. CALL TO ORDER/ROLL CALL

2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

3. PRESENTATIONS AND SPECIAL EVENT APPROVALS

- 1. Presentation on Dania Beach Water Supply Planning by Dr. Fred Bloetscher, Public Utility Management and Planning Services, Inc.
- 2. Special Event request from the Florida Panthers for their Children's Programs Summer Reading Tour to be held at the Dania Beach Library, 1 Park Avenue East, on July 24, 2018 from 2:00 p.m. - 4:00 p.m.

4. PROCLAMATIONS

5. CITIZEN COMMENTS

Addressing the Commission: Comments by Dania Beach citizens, or other interested parties that are not part of the regular agenda, may be made during each Commission meeting during the period set aside for "citizen comments." A thirty (30) minute "citizen comments" period shall be designated on the agenda for citizens and interested persons to speak on matters not scheduled on that day's agenda. Each speaker shall be limited to 3 minutes for his or her comments. Persons desiring to speak during the citizen comment period shall inform the City Clerk prior to the beginning of the meeting of their intention to speak. If more than 10 speakers express a desire to speak, the Commission shall determine, on a meeting by meeting basis, whether to (a) extend the time allotted for citizen comments to accommodate all speakers, or (b) whether to limit the number of speakers or amount of time per speaker. A speaker's time shall not be transferable to another speaker.

6. PUBLIC SAFETY REPORTS

7. CONSENT AGENDA

1. Minutes:

Approve Minutes of June 12, 2018 City Commission Meeting
Approve Minutes of June 13, 2018 City Commission Workshop

2. Travel Requests: None

3. RESOLUTION NO. 2018-086

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO PURCHASE A FORD F-550 ALTEC AT-37-G BUCKET TRUCK FOR THE PUBLIC SERVICES DEPARTMENT, IN AN AMOUNT NOT TO EXCEED ONE HUNDRED NINE THOUSAND EIGHT DOLLARS (\$109,008.00) FROM ALTEC INDUSTRIES WITHOUT COMPETITIVE BIDDING AND WITHOUT ADVERTISEMENT FOR BIDS, BY UTILIZING THE PRICING UNDER THE NATIONAL JOINT POWERS ALLIANCE CONTRACT NO. 012418-ALT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

4. RESOLUTION NO. 2018-087

A RESOLUTION OF THE CITY COMMISSION OF THE CITY DANIA BEACH, FLORIDA REQUESTING ADVANCE APPROVAL FROM THE CITY COMMISSION FOR ADVERTISEMENT OF A REQUEST FOR PROPOSAL (“RFP”) FOR THE DANIA BEACH BATHROOM RENOVATION, PUBLIC SHOWER, AND ELECTRICAL SERVICE LATERAL PROJECT UNDER PHASE II OF THE BEACH REVITALIZATION; AUTHORIZING THE CITY MANAGER TO PREPARE AND ISSUE THE RFP FOR CONSTRUCTION SERVICES; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

5. RESOLUTION NO. 2018-088

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF FUNDS FROM VARIOUS CITY DEPARTMENTS FOR SERVICES PURCHASED FROM SHI INTERNATIONAL CORP. UNDER FLORIDA STATE CONTRACT 43230000-15-02 FOR FISCAL YEAR 2017/2018, ENDING SEPTEMBER 30, 2018, FOR PURCHASES THAT WILL EXCEED AN ANNUAL VENDOR TOTAL AMOUNT OF TWENTY FIVE THOUSAND DOLLARS (\$25,000.00); PROCEEDING WITHOUT COMPETITIVE BIDDING AND AUTHORIZING SUCH PURCHASES THAT ARE TO BE MADE WITHIN THE RESPECTIVE DEPARTMENTS’ APPROVED ANNUAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

6. RESOLUTION NO. 2018-089

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, SUPPORTING A NATIONAL EFFORT FOR THE RESETTLEMENT OF REFUGEES, IRRESPECTIVE OF THEIR RELIGION, RACE, NATIONALITY, OR COUNTRY OF ORIGIN AND URGING OTHER FLORIDA COMMUNITIES TO SUPPORT A STRONGER NATIONAL EFFORT TO RESETTLE THE MOST VULNERABLE REFUGEES; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

7. RESOLUTION NO. 2018-090

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, RECOGNIZING YOUTH MENTORING ORGANIZATIONS AND THE CITY'S EFFORTS AND INITIATIVES TO FORMALLY CONTINUE THE SUPPORT OF MENTORING PROGRAMS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

8. RESOLUTION NO. 2018-091

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO PURCHASE CITYWIDE TELEPHONE AND COMMUNICATIONS DATA SYSTEM SOFTWARE, HARDWARE AND SERVICES FROM RINGCENTRAL, INC. UTILIZING PRICING UNDER THE INTERLOCAL PURCHASING SYSTEM (TIPS) COOPERATIVE PURCHASING PROGRAM IN AN AMOUNT NOT TO EXCEED THIRTY SEVEN THOUSAND DOLLARS (\$37,000.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

9. RESOLUTION NO. 2018-092

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, ADOPTING THE ENHANCED LOCAL MITIGATION STRATEGY (ELMS) PASSED BY THE BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS; PROVIDING FOR CONFLICTS; FURTHER PROVIDING FOR AN EFFECTIVE DATE.

10. RESOLUTION NO. 2018-093

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A DECLARATION OF RESTRICTIVE COVENANTS ON BEHALF OF THE CITY OF DANIA BEACH PERTAINING TO CITY OWNED PARCELS TO BE USED FOR SINGLE FAMILY, OWNER-OCCUPIED DWELLINGS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

11. RESOLUTION NO. 2018-094

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE APPROPRIATION OF FUNDS FOR FISCAL YEAR 2017-2018, RELATING TO MID-YEAR REVIEW BY CITY ADMINISTRATION; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

12. ORDINANCE NO. 2018-012

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING SECTION 27-4 OF THE CITY CODE OF ORDINANCES DEALING WITH PROCEDURES ON CHANGE OF OWNERSHIP OR OCCUPANCY OF PREMISES; AMENDING SECTION 27-6 OF THE CODE DEALING WITH AUTHORITY AND GROUNDS FOR DISCONTINUANCE OF SERVICE; AMENDING AND RENAMING SECTION 27-9, SUCH SECTION AS “CROSS-CONNECTION CONTROL AND BACKFLOW PREVENTION”, OF THE CITY CODE OF ORDINANCES; AMENDING SECTION 27-20 OF THE CODE DEALING WITH TURNING ON AND SHUTTING OFF OF SERVICE CONNECTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(FIRST READING)**

13. ORDINANCE NO. 2018-013

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 12, ENTITLED, “FLOOD DAMAGE PREVENTION” OF THE CITY CODE OF ORDINANCES TO ADD DEFINITIONS OF TERMS; TO PROVIDE FOR REVISIONS PERTAINING TO DEFINITIONS OF THE TERMS “SUBSTANTIAL IMPROVEMENT” AND “SUBSTANTIAL DAMAGE” AS TO PERCENTAGE THRESHOLDS RELATED TO BUILDING AND STRUCTURE REPAIRS AND SIMILAR ACTIVITIES; AMENDING ELEVATION REQUIREMENTS FOR ALL NEW AND SUBSTANTIALLY IMPROVED RESIDENTIAL AND NON-RESIDENTIAL BUILDINGS AND STRUCTURES; AMENDING PROVISIONS RELATING TO ENCLOSURE LIMITS, MANUFACTURED HOMES AND FOR OTHER PURPOSES; ADOPTING TECHNICAL AMENDMENTS TO THE FLORIDA BUILDING CODE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(FIRST READING)**

14. ORDINANCE NO. 2018-014

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 11, ENTITLED “FIRE PROTECTION

AND PREVENTION”, ARTICLE III, ENTITLED “FIRE PREVENTION”, SECTION 11-46.1, ENTITLED “ESTABLISHMENT OF FEES”, OF THE CITY CODE OF ORDINANCES, BY REPEALING AND REPLACING THAT SECTION AS A RESULT OF UPDATES AND REVISIONS TO THE FIRE SAFETY INSPECTION FEE SCHEDULE; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(FIRST READING)**

8. BIDS AND REQUESTS FOR PROPOSALS

9. PUBLIC HEARINGS

1. ORDINANCE NO. 2018-011

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, CREATING ARTICLE XII, TO BE ENTITLED “PUBLIC NUISANCE”, AND SECTION 17-133, TO BE ENTITLED “PUBLIC NUISANCE ABATEMENT” AS PART OF CHAPTER 17, ENTITLED “OFFENSES MISCELLANEOUS” OF THE CITY CODE OF ORDINANCES; PROVIDING FOR CONFLICTS, FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(SECOND READING)**

10. DISCUSSION AND POSSIBLE ACTION

11. COMMISSION COMMENTS

1. Commissioner Brandimarte
2. Commissioner Grace
3. Commissioner Salvino
4. Vice-Mayor Harris
5. Mayor James

12. APPOINTMENTS

1. Police & Fire Pension Board
 - 1 Commission Appointment to fill unexpired term ending March 2019

13. ADMINISTRATIVE REPORTS

1. City Manager
2. City Attorney

3. City Clerk - Reminders

Tuesday, July 24, 2018 - 5:01 p.m.

Tuesday, July 24, 2018 - 6:00 p.m.

Tuesday, July 24, 2018 - 7:00 p.m.

Special Budget Meeting

CRA Board Meeting

City Commission Meeting

14. ADJOURNMENT

Dania Beach Water Supply Planning - Options for the Future

Update / Action

What is Needed

- A permanent solution (that is what BPP was supposed to be)
- Lots of solutions being reviewed
- Permits to accomplish goal
- Large user cooperation/agreement modification



Early 1990s – Brian Piccolo Solution

2012 Permit – Broward Co agreed to meet the demand

2012 Permit Solution

- 1.1 MGD Dania Beach Wells
- Remainder guaranteed from Piccolo/County
- C51 reservation in place since 2005, but not expected to be needed

This changed in 2016

In December...

- Meeting Held with City Commission to update the process noting a Shortfall

Year	Accounts	Daily usage per housing unit	Average Daily Flow (MGD) Raw	Maximum Daily Flow (MGD)	Ratio MDF/ADF	Broward County	Total Supply	Net
2017	4722	123.5	2.3	2.8	1.2	1.8	2.8	0.03
2020	4731	123.5	2.6	3.1	1.2	1.58	1.58	-1.04
2025	4746	123.5	2.8	3.4	1.2	1.58	1.58	-1.25
2030	4761	123.5	3.0	3.5	1.2	1.58	1.58	-1.38
2050	4821	123.5	3.3	4.0	1.2	1.58	1.58	-1.77

Update – What has Changed

- FPL gave 0.68 MGD back to the Large Users – split in thirds - only added 0.22 to Dania Beach
- County water use permit issued 2018 – 1.58 to Dania Beach, w 5 years allowance to find a supply
- Growth continues in the City

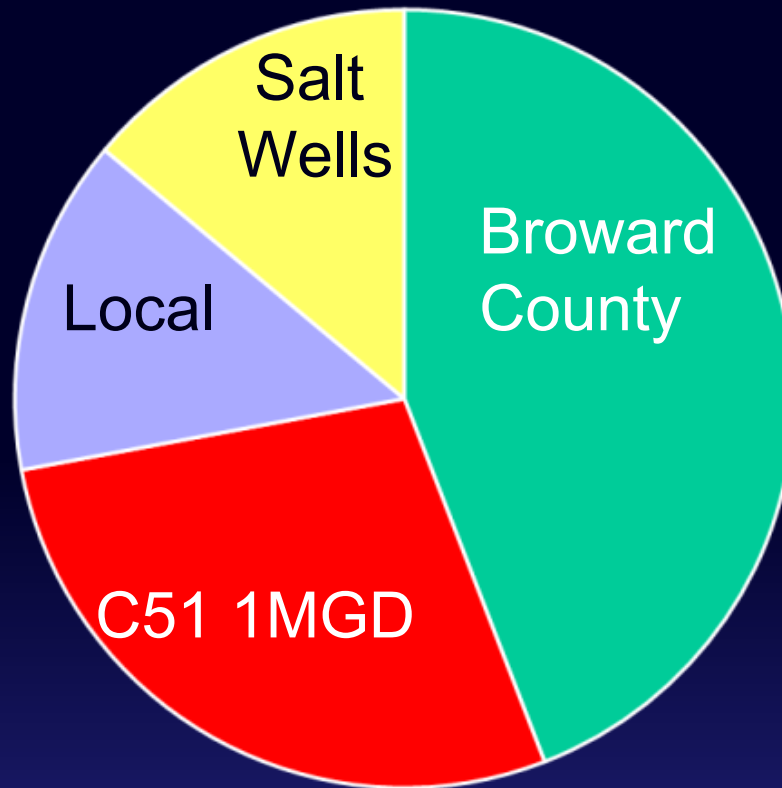
Status of Options Under Review

Scenario to get to ADF of 3.4 MGD by 2040	Infrastructure Required
1. FPL comes off line to Dania Beach	NO LONGER AN OPTION
2. CWS	Hallandale Beach and BC have committed 11.5 MGD to date. 1 MGD Reserved for Dania Beach

**Diversification is Critical
City has Always Suffered without it**

by constructing Florida Wells for Hallandale	Floridan. Idea would be to help fund new Florida wells and reallocate water. NEED COUNTY AGMT CHANGE
5. Dania converts to Floridan Water	Convert 1 NF skid, add second, drill deep well. New water from Floridan. NOT VIABLE WITHOUT MAJOR COST
6. IPR or DPR using Cooper City water	costly solution - relies of RO treatment of Cooper City wastewater and transmission to BPP wellfield - it can be done. Permitting is an issue since neither SFWMD or BC know how to do it. Not able to be regulated
7. Reuse to replace raw water at FPL	8 mi pipeline - 16 in from Hollywood to FPL - DB could yield side benefits - pipeline mostly in DB - NOT VIALBE AT PRESENT - HOLLYWOOD LACKING REUSE SUPPLY
8. Buy finished water	costly solution - subject to loss of control, rejected three times previously due to cost - requires treatment at existing plant

Proposed Diversified “Pie”



■ Brian Piccolo ■ C51 ■ Local Solution ■ Dania Well Option?

Step 1 – Modify WUP

- Increase from County wells (complete in County Permit

Step 2 Salt waiver

- Requested.

Step 3 - C51 Decision

- Some operating issues sorted out since December to use C51 as primary water supply
- City's WUP will be modified to add allocation (letter mod)
- Permit are clearer but still have restrictions
- Resolves immediate shortfall issue

C-51 Reservoir Conveyance

C-51 Reservoir Alternative Routing
Lake Worth Drainage District Routing Alternative



Reports have shown that it is feasible to use a combination of District & Lake Worth Drainage District facilities

Current C51 Participants

- Broward signed on for 5.5 MGD
- Sunrise signed for 5 MGD
- Hallandale Beach 1 MGD (6/20?)
- Dania Beach 1 MGD (6/26?)

Stipulations

- Cost is \$4.6 M/MGD (Dania Beach has 1 MGD reserved)
- Rate study impact in process
- Deadline to sign on June 30,2018
- Money due when online (2020)
- SRF Funds can be used (interest under 2% at moment)
- Paperwork needs to be filed
- \$36,551 due up front

Recommended Action

- Approve 1 MGD allocation for C51
- Authorize execution of agreement with changes as per City of Sunrise agreement.

Step 4 – Local Sources

- Preliminary work in 2019 budget request

Questions?



CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Special Event

Continued from:

Requested Action (Identify appropriate Action or Motion)

Special Event request from the Florida Panthers for their Children's Programs Summer Reading Tour to be held at the Dania Beach Library, 1 Park Avenue East, on July 24, 2018 from 2:00 p.m. - 4:00 p.m.

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Memo to Commission - Panthers Childrens Event 2018, FL Panthers Childrens Programs July 24 2018, FL Panthers Site Map 2018, Fire Review Florida Panthers Summer Reading Tour 6.04.18



City of Dania Beach Parks and Recreation Department

100 West Dania Beach Blvd · Dania Beach, FL 33004 · (954) 924-6800 · (954) 924-6813 (fax)

Date: June 26, 2018

To: Honorable Mayor and Commissioners

From: Robert Baldwin, City Manager

By: Hakeem Ismail, Acting Parks and Recreation Director

Subject: Florida Panthers Children's Programs – Summer Reading Tour

Event Date(s): July 24, 2018

A Special Event is requested by the Florida Panthers for a Children's Summer reading Tour July 24, 2018 from 2:00 p.m. to 4:00 p.m.

Applicant will pay for necessary services recommended below.

Recommendation: Approval with the compliance of the conditions noted below.

Staff	Comments/Conditions	
BSO Fire Dept. - Lt. Suarez	<i>See attached comments.</i>	
BSO Police Dept. - Lt. Stallings	No concerns raised.	
Code Enforcement - Eric Walton	No concerns raised.	
Community Dev. - Julio Briceno	Electrical permit is required.	
Community Dev. - Corinne Lajoie	No concerns raised.	
City Attorney - Tom Ansbro	No concerns raised.	
HR/Risk Mgmt.	Pending valid Certificates of Insurance from outside vendors using City Center.	

Parks & Recreation – Hakeem Ismail	No concerns raised.	
Public Services - Ronnie Navarro	No concerns raised.	

/sd



City of Dania Beach

100 West Dania Beach Blvd., Dania Beach, FL 33004

SPECIAL EVENTS APPLICATION – EVENTS ON PRIVATE / PUBLIC PROPERTY

Please PRINT or TYPE

NOTE: ALL APPLICATIONS MUST BE COMPLETED AND SUBMITTED TO THE CITY
FOR APPROVAL 60 DAYS PRIOR TO THE EVENT INCLUDING PAYMENT OF ALL APPLICATION FEES (SEE
ATTACHED).

Event Name, Date, and Time:

FLORIDA PANTHERS CHILDREN'S PROGRAMS - SUMMER READING TOUR

*Brief Description of the Event:

OUTDOOR GAMES CORN HOLE + JENGA, INFLATABLE SLAP SHOT
GAME, VIDEO GAMETRUCK

Address/Location of Event: 1 PARK AVE EAST, DANIA BEACH LIBRARY

Event Coordinator: KATHLEEN SHORT

Telephone #1: 954-357-7052 E-mail Address: KShort@broward.org

Telephone #2: 954 357-7073 Fax: 954 357 7069

Additional Contact Person for the Event: TIM BAIN

Telephone #1: 954 357-7073 E-mail Address: tbain@broward.org

Telephone #2: 954 357-7051 ✓ Fax: 954 357 7069

Organization or Sponsor of Event: FLORIDA PANTHERS

Address: 1 Panther Parkway

City, State, Zip Code: Sunrise FL 33323

Telephone: 954 835 7000 Fax: 954 835 8012 Cell: 954 790 3921

Is this a Non-Profit Organization? ☐ Yes ☒ No Tax ID #: _____

Corporation Name (As it appears in the Articles of Incorporation):

Date of Incorporation: _____ State of Incorporation: _____

Federal ID #: _____

Authorizing Official for the Organization: MATT SMITH

Telephone #1: 954-790-3921 E-mail Address: matthews@floridapanthers.com

Telephone #2: _____

Authorizing Official for the Organization: _____

Telephone #1: _____ E-mail Address: _____
Telephone #2: _____

*Property Owner: _____

***Please Note – A letter of Consent is required from the property owner for the approval of this application.**

Is the letter attached? ☐ Yes ☐ No

Will any portion of this event take place on Public or City Property? ☒ Yes ☐ No

Will there be a charge for admission? ☐ Yes ☒ No If yes, how much? _____

Has this event been held in the past? ☐ Yes ☒ No

If so, Indicate the city location of last event: _____

Is the event to take place: ☐ Indoors ☐ Outdoors ☒ Both

Number of Expected Daily Attendants: 75 (BSO or Fire Details may be required - refer to page 6)

Please indicate the duration of the event:

DAY	DATE	START TIME	END TIME	TOTAL # OF HOURS
TUESDAY	JULY 24	2 pm	4 pm	2

Anticipated Date and Time to Begin Set-Up: JULY 24, 2018 1 pm

Anticipated Date and Time for Completion of Break-Down: JULY 24, 2018 5 pm

*Do you have a site plan for the event to be submitted with this application? ☐ Yes ☒ No

***Please Note** – A site plan indicating the following conditions must accompany the application or the application will be rejected, resulting in a significant time delay. The fire department must have easy access to the special event area. The site plan must include the following: entrances and exits, emergency vehicle access routes, parking, general vehicular drive paths, fire hydrant locations, fire department connections, street closure requests, fenced areas, grandstand, bleacher or other seating locations, tent and stage locations, cooking areas, and locations of any pyrotechnical material, fireworks, etc. In addition, the site plan must include the location of any rides (animal or mechanical), petting zoos, exhibits, DJ's, bands, performers, sanitary facilities, recreation vehicles for overnight housing, etc.

Is there a request for any road closures? ☐ Yes ☒ No

Please identify the street name(s) and/or locations for closure requests: _____

Please Note – These streets must also be identified on the site plan.

*Are you requesting to fence the event area? ☐ Yes ☒ No

Please Note – You must identify any fencing area on the site plan.

*Will Canopies (tent structure with no sides) be used for this event? ☐ Yes ☒ No

Please Note - All tent structures with canopies in excess of 400 square feet [Per NFPA 1: Table 1.12.19(a)] require building permits and inspections. All canopies must be flame retardant. A certificate of flame retardancy and a sample of the canopy fabric for field testing must be submitted for product approval with this application. This information can be obtained from the canopy manufacturer or the canopy rental company. Please apply for the permit at the Building Department located at 100 W. Dania Beach Blvd. Please allow 8-10 working days for permit approvals.

*Will Tents (With Sides) be used for this event? ☐ Yes ☒ No

Please Note – All tents in excess of 200 square feet [Per NFPA 1: Table 1.12.19(a)] require building permits and inspections. All tents must be flame retardant. A certificate of flame retardancy and a sample of the tent fabric for field testing must be submitted for product approval with this application. This information can be obtained from the tent manufacturer or the tent rental company. If the tents have sides, they are treated as buildings. They must have two separate exits remotely located from each other with electrically illuminated exit signs that have a battery back-up. In addition, they must have emergency egress lighting and fire extinguishers. Provide a life safety plan for these tents indicating the location of all Exits, Exit Signs, Emergency Lighting, Aisle Spacing, Fire Extinguisher locations, etc. Permits must be obtained for all tents and electrical work. Please apply for all permits at the Building Department located at 100 W. Dania Beach Blvd. Please allow 8-10 working days for permit approvals.

*Will electricity be required for this event?

(for lighting, sound, cooking, other power needs, etc.) ☒ Yes ☐ No

*How will this electricity be supplied? ☐ On-Site ☐ Generator ☒ Combination of Both

Please Note – The use of generators, temporary wiring, temporary electrical connections, etc. require permits and inspections. Please apply for the permit(s) prior to setting up at the Building Department located at 100 W. Dania Beach Blvd. Events requiring electricity are the responsibility of the applicant and must have a master electrician on site. Please allow 8-10 working days for permit approvals. Any generator less than 5KW does not require a permit.

Will there be live entertainment at this event? ☐ Yes ☒ No

Please indicate the type (Band, DJ, Live Performers, etc.): _____

Please specify the hours of entertainment:

DAY	DATE	START TIME	END TIME	TOTAL # OF HOURS

*Will a stage(s) be used in this event? ☐ Yes ☒ No

*Please note Fire Extinguisher Requirement in the next question.

*Do you have adequate fire extinguishers for this event? ☒ Yes ☐ No

Please Note - Fire extinguishers must be supplied for each tent, canopy, cooking appliance and stage. They must be accessible from anywhere in the tent or on the stage without having to travel any further than 75 feet for access. Extinguishers must be easily accessible and not obscured from view. Fire extinguishers must be commercial "ABC Multi-Purpose" (minimum 5lbs.) fire extinguishers that are currently certified and tagged by a licensed company. You

need to demonstrate that this requirement will be met by making a note on the site plan indicating compliance with all of the above requirements or providing a letter to the City fire prevention bureau to that effect.

*Will there be concessions or sales of food at this event? ☐ Yes ☒ No

Please specify: _____

***Please Note** **STATE HEALTH INSPECTIONS FOR FOOD:** Pursuant to Florida law (Chapter 509, Florida Statutes) event sponsors are required to contact the State Health Inspector no less than 3 days prior to the event. Advance notification of 7 to 10 days is advisable. Please send a fax with your event plans and contact information to Fax Number (954) 956-5699. The Inspector's office will contact you to discuss food vendors and amounts and types of food you plan to make available to the public, whether it is being given away or sold.

An original Certificate of Liability Insurance and Workers' Compensation Certificate is required from all vendors. You must ensure that the Liability Certificate is for this specific event, has the proper dates, and names the City of Dania Beach as an Additional Insured. No event will be approved without this insurance.

*Will any type of cooking appliances be used by either the Sponsor of the Event or any of its vendors? ☒ No ☐ Yes

*If so, indicate the type of appliance(s) to be used and the number of each appliance to be used:

- ☒ N/A
- ☐ Electric Grill(s); # _____
- ☐ Gas Grill(s); # _____
- ☐ Charcoal Grill(s); # _____
- ☐ Smoker Grills(s); # _____
- ☐ Grease Fryer(s); # _____
- ☐ Oven(s); # _____
- ☐ Electric Range Burner(s); # _____
- ☐ Gas Range Burner(s); # _____

***Please Note** – Grease Fryers are not permitted indoors unless they are protected with an approved Hood and a UL300 Compliant Wet Chemical Automatic Fire Suppression System in accordance with NFPA 96.

*Does each cooking appliance have its own dedicated Fire Extinguisher? ☐ Yes ☐ No

***Please Note** - Each cooking appliance must have its own dedicated fire extinguisher. Class K fire extinguishers are required for fryers. You need to demonstrate that this requirement will be met by making a note on the site plan indicating compliance with all of the above requirements or providing a letter to the fire prevention bureau.

*Does each cooking area have the proper clearances from all other event areas? ☐ Yes ☐ No

***Please Note** - Cooking areas can be located no closer than 30 feet from any tent or canopy structure, event rides, stages, grandstands or bleachers, etc. Ensure that this measurement is demonstrated on the site plan.

*Will there be sales of alcohol at this event? ☐ Yes ☒ No

***Please Note** – An original certificate of liquor liability insurance naming the City of Dania Beach as additional insured and a 1/2/3 Day Special Sales License is required to be submitted with this application. The license must be obtained from the State of Florida Department of Business and Professional Regulation.

If Yes, Please Specify Types of Alcohol to be Sold: ☒ N/A ☐ Beer ☐ Wine ☐ Liquor
☐ Mixed Drinks ☐ Other: _____

If alcohol is being served, please indicate how the beverages will be served: ☒ N/A
☐ Draft Truck ☐ Cold Plate ☐ Mini-Bar ☐ Beer Tub ☐ Table Service

Other: _____

Will there be alcohol given away at this event? ☐ Yes ☒ No

Please Specify Types of Alcohol to be given away: ☒ N/A ☐ Beer ☐ Wine ☐ Liquor
☐ Mixed Drinks ☐ Other: _____

Will there be retail sales at this event? ☐ Yes ☒ No

Please Specify: _____

*Will there be any carnival rides, mechanical or vehicular rides, or animal rides at this event?

☐ Yes ☒ No

*If yes, please describe: _____

What is the name of the vendor or vendors providing the rides? ☐ N/A

***Please Note** - If carnival rides are to be present, the rides must be inspected by a state inspector, city electrical inspector, and fire inspector 48 hours prior to the rides opening.

Are you providing to us a copy of the ride vendor's Certificate of Liability and Workers' Compensation Insurance with this application? ☐ Yes ☐ No

***Please Note** - An original Certificate of Liability and Workers' Compensation Insurance is required for any and all rides. Ensure that the Certificate is for this specific event, has the proper dates, and names the City of Dania Beach as an Additional Insured. No event will be approved without this insurance.

*Will recreational vehicles be used for temporary overnight housing? ☐ Yes ☒ No

***Please Note** - Indicate the locations of these on the site plan.

*Will there be any use of pyrotechnics or fireworks displays at this event? ☐ Yes ☒ No

***Please Note** - Pyrotechnics fireworks displays require special applications, permits and inspections as well as an original Certificate of Liability and Workers' Compensation Insurance. In addition, a Fire Inspector will be required to be present during set-up and displays. This expense will be passed on to the event. (BSO or Fire Details may be required - refer to page 6)

*Will there be use of any Grandstands or Bleachers for seating at this event? ☐ Yes ☒ No

***Please Note** - Bleachers and Grandstands may have to meet special safety code requirements. Locations must be indicated on the site plan. Plumbing permit is required for portable toilets.

*Are portable, ADA compliant sanitary facilities being provided for this event? ☐ Yes ☒ No

If so, How many? _____ ☐ N/A

***Please Note** - Provide the locations of all sanitary facilities on the site plan.

*Is there a request for any temporary signage for this event? ☐ Yes ☒ No

***Please Note** - Any questions regarding temporary signage should be directed to City Code Compliance, (954)924-6810.

Are there any services being requested from the City of Dania Beach? ☐ Yes ☒ No

If yes, please explain: _____

Please list any other conditions, terms or relevant information related to this event that may be of interest to the City:

BSO DETAIL REQUIREMENT

Based upon anticipated attendance, site or building size, site location, and ability to assure public safety requirements, a Broward Sheriff's Office Detail may be required.

FIRE WATCH REQUIREMENT

A Fire-Watch may be imposed depending on the type of event, number of persons present and hazards involved. The number of personnel and apparatus required may vary depending on the type of event and hazards involved. Below are the current rates charged for the presence of a fire watch detail, fire inspector or both:

Off-Duty detail assignment services performed by Dania Beach Fire Rescue Personnel will be paid at their current overtime rate of pay with benefits (3 Hour Minimum). In addition, a City administrative fee of 10% will also be charged based on the total cost of personnel and apparatus. Personnel costs are currently estimated to be \$84.42 per hour, per person (3 hour minimum).

The cost of apparatus is as follows:

Rescue Truck - \$32.00 per hour

Engine (1500 gpm) - \$71.00 per hour

Ladder (1500 gpm) - \$80.00 per hour

The City of Dania Beach requires payment 14 days in advance for the detail services and fees are to be made payable to The City of Dania Beach by means of cash advance or a cashier's check. Fees are based on individual employee's overtime rates which vary from person to person. The amount estimated is based on the highest overtime rate currently payable in addition to fees for FICA, Medicare, Worker's Compensation and Administrative fees. In the event that the entire estimated amount is not required for services, the City will refund the money, less the expenses incurred for the service. Should the amount of time required for the fire watch detail exceed that agreed upon before the event, the Event sponsor will be required to pay for any overage based on the actual cost for the Fire Watch. The Event sponsor will be responsible to pay the actual service price incurred.

The information I have provided on this application is true and complete to the best of my knowledge. I understand that approval of this event is contingent upon review and approval of all City Disciplines, the City Attorney's Office and the City Commission.

Kathleen Short
Signature of Applicant

Youth Services Librarian
Title

Kathleen Short
Print name of Applicant

5-20-18
Date

STATE OF FLORIDA
COUNTY OF BROWARD



1. Bounce House
2. Video Game Trucks
3. Corn Hole & Giant Jenga
4. Tent/Table



Department of Fire Rescue & Emergency Services - Fire Marshal's Office Dania Beach District

103 West Dania Beach Blvd. • Dania Beach, Florida 33004
Office: (954)342-4262 • Fax: (954)342-4265

SPECIAL EVENT APPLICATION REVIEW / COMMENTS

Event Name: **Florida Panthers Summer Reading Tour**
Event Date(s): **July 24th, 2018 Tuesday 2pm-4pm**
Event Location: **Dania Beach Library, 1 Park Ave East, Dania Beach**
Event Reviewed By: **Lt. Suarez** Date of Review: **6/04/18**

☐ EVENT IS APPROVED ☒ EVENT IS APPROVED WITH CONDITIONS (See Below)
☐ EVENT CANNOT BE APPROVED UNTIL FURTHER INFORMATION HAS BEEN PROVIDED (See Below) ☐ EVENT HAS BEEN DENIED BY THE FIRE MARSHAL

Special Event Applicant must address any and all checked items below.

☒ **Insurance Rider Required** – Provide a legible copy of the liability insurance rider naming the Broward Sheriff's Office/ 2601 West Broward Boulevard / Ft. Lauderdale, FL 33312.

☒ **Site Plan Required** - A site plan indicating the following conditions must accompany the application or the application will be rejected, resulting in a significant time delay. The fire department must have easy access to the special event area. The site plan must include the following: entrances and exits, emergency vehicle access routes, parking, general vehicular drive paths, fire hydrant locations, fire department connections, street closure requests, fenced areas, grandstand, bleacher or other seating locations, tent and stage locations, cooking areas, and locations of any pyrotechnical material, fireworks, etc. In addition, the site plan must include the location of any rides (animal or mechanical), petting zoos, exhibits, DJ's, bands, performers, sanitary facilities, recreation vehicles for overnight housing, etc.

☐ **Crowd Control / Management Plan** – Provide a written plan as to how crowd management will be obtained. Include the number of personnel being utilized to achieve maintaining the Maximum Capacity within the structure and the locations where these personnel will be stationed. Include the locations of all ingress and egress locations for the structure / building. In addition, provide the mechanism or method that will be utilized for maintaining an accurate count of the number of persons inside the structure at all times. Please be sure to include the Maximum Capacity assigned to the structure or building on this plan and ensure that adequate signs are obscurely posted in the structure of building. This Crowd Control / Management Plan must be approved by the Fire Marshal prior to the event.

☒ **Fire extinguishers Required** – Fire extinguishers must be supplied for each tent, canopy, cooking appliance and stage. They must be accessible from anywhere in the tent or on the stage without having to travel any further than 75 feet for access. Extinguishers must be easily accessible and not obscured from view. Fire extinguishers must be commercial "ABC Multi-Purpose" (minimum 5lbs.) fire extinguishers that are currently certified and tagged by a licensed company.

☐ **Tent/Canopy Permits Required** - Obtain permits from the City of Dania Beach Building Department. (Note: Minimum spacing requirements between tents utilized for cooking shall be 10 feet).

☐ **Tent/Canopy Egress Plan Required** – Provide an egress plan for Tents / Canopies to indicate all the following: Locations of Exits, Locations of all exit signs and emergency lighting, aisle spacing, table and seating arrangements (Including spacing between tables, chairs, etc.), locations of any service area including but not limited to bars and food, locations of any stage, DJ, band, etc.

BSO FMO SPECIAL EVENT APPLICATION REVIEW (Continued)

☐ **Generator Permits May Be Required** – Confirm with City of Dania Beach Building Department for determination.

☒ **Power cords** shall be sufficiently protected from water and shall not create a trip hazard for patrons and/or event workers.

☐ **Gas Grills** (other than those with a UL Listing and typically bought at Home Depot, Lowes, etc. for home grilling, non-commercial use) must be permitted and pass a fire inspection and drop test (performed by a licensed Gas Company). Obtain permits from the City of Dania Beach Building Department.

☐ **LP Gas Containers** must be secured in an approved method and cordoned off from patron access in an approved method. The LP Gas containers must be a minimum of 10 feet from any heat source or open flame. "NO SMOKING" signs shall be posted at all LP Gas Container locations.

☐ **Fire Department Access (or additional access) required** - Contact the Fire Marshal's Office at (954)342-4262.

☐ **Street Closure Conflict** - Contact the Fire Marshal's Office at (954)342-4262.

☐ **Fenced Area Conflict** - Contact the Fire Marshal's Office at (954)342-4262.

☐ **Stages** - Identify the type of construction (Wood, Metal, Stage made from a Trailer, etc.). Plans & Permits may be required.

☐ **Grandstands / Bleachers** - Identify the type of construction (Wood, Metal, Grandstands/Bleachers made from a Trailer, etc.) (Plans & Permits may be required)

☐ **Any trailer or vehicle used in the preparation of food that creates grease laden vapors** must have a UL-300 compliant automatic fire suppression system. This suppression system must be tagged and currently certified by a Florida licensed, automatic fire suppression system contractor

☐ **Grease Fryers**

Grease Fryers are not permitted indoors unless they are protected with an approved a UL-300 compliant automatic fire suppression system. This suppression system must be tagged and currently certified by a Florida licensed, automatic fire suppression system contractor.

Grease Frying Areas must have a Class K Fire Extinguisher that has is currently certified and tagged by a licensed company. Any grease frying area that does not have a currently certified and tagged Class K Fire Extinguisher will not be permitted to operate or be put in use. All grease fryers must be secured in an area located away from the general public access.

☐ **Food Trucks** that utilize cooking appliances for foods that create grease-laden vapors must be equipped with a currently certified and tagged Automatic Fire Suppression System and must pass a fire inspection prior to use.

☐ **No overnight lodging** is permitted at the event unless the lodging is in an "RV" or other approved accommodation and the location of the "RV" or other accommodation has been approved by the Fire Marshal's Office.

☐ **Amusement Rides must be currently tagged** by the Florida Department of Agriculture & legible copies of the amusement ride inspections shall be provided to the Fire Marshal's Office at the time of Fire Inspection. Any amusement ride that does not pass Florida Department of Agriculture Inspection(s), City Electrical Inspection(s) and Fire Inspection(s) shall not be permitted to open. Those rides not passing any of the above inspections shall remain closed to patrons until such time as the inspections have been approved. The rides shall be cordoned off with Fire Line Tape

☐ **Each individual amusement ride must have a dedicated fire extinguisher.** The fire extinguisher(s) must be commercial, "ABC" Multi-purpose type fire extinguisher(s) (Minimum 5 lbs.), and be currently tagged and certified by a Florida-licensed fire extinguisher contractor. The fire extinguisher(s) must be easily accessible and not obscured from view.

BSO FMO SPECIAL EVENT APPLICATION REVIEW (Continued)

☐ The use of pyrotechnics and/or fireworks display is not permitted at this location.

☐ **The use of pyrotechnics and/or fireworks display** shall comply with the currently adopted edition of the Florida Fire Prevention Code.

☐ **Other Requirements and/or Special Notes:**This image shows a full page of white paper with horizontal blue ruling lines. The lines are evenly spaced and run across the width of the page, providing a template for handwriting practice or general writing. There are no margins, text, or other markings on the page.

INSPECTION AND/OR DETAIL REQUIREMENTS

Pre-Event Inspections Required:

☒ NO ☐ YES ☐ N/A ☐ (Dates & Times): _____

TYPE OF INSPECTION REQUIRED:

☐ Normal Inspection Hours
☐ After-Hours (4-Hours or Less)
☐ After Hours (Greater than 4 Hours)

Fire Inspector Stand-By Detail Required:

☒ NO ☐ YES ☐ N/A ☐ (Dates & Times): _____

Operational Detail Required:

☒ NO ☐ YES

Type: _____

Dates & Times: _____

☒ N/A ☐ INVOICE TO FOLLOW FOR PRE-EVENT INSPECTIONS AND/OR DETAILS.

MINUTES OF REGULAR MEETING
DANIA BEACH CITY COMMISSION
TUESDAY, JUNE 12, 2018 – 7:00 P.M.

1. Call to Order/Roll Call

Mayor James called the meeting to order at 7:00 p.m.

Present:

Mayor:	Tamara James
Vice-Mayor:	Bill Harris
Commissioners:	Chickie Brandimarte
	Bobbie H. Grace
	Marco A. Salvino, Sr.
Assistant City Manager:	Colin Donnelly
City Attorney:	Thomas Ansbro
City Clerk:	Thomas Schneider

2. Moment of Silence and Pledge of Allegiance

Mayor James called for a moment of silence followed by the Pledge of Allegiance to the United States Flag.

Commissioner Grace wished Mayor James happy birthday.

3. Presentations and Special Event Approvals

3.1 State of the City - Mayor James

The State of the City Video was presented at this time.

3.2 Video Presentation - Kimco Realty Helps Put Dania Beach on the Map | Nareit - Requested by Mayor James

The video about Dania Pointe was presented at this time.

3.3 Presentation by Dr. Tia Major (Literacy Connection, Inc.), Broward Reads Community Liaison

Dr. Major gave an overview of Broward Reads, which is attached to and incorporated in these minutes.

3.4 Presentation by Dania Beach Creative Arts Council Advisory Board

Linda Wilson, member of the board, gave a PowerPoint presentation which is attached to and incorporated in these minutes. She spoke of ongoing and planned art projects in the community, and requested an additional \$2,000.00 funding to complete the atrium art gallery.

Commissioner Salvino motioned to appropriate \$2,000.00 from the contingency fund for the CACAB; seconded by Vice-Mayor Harris. The motion carried unanimously.

Mayor James requested approval of the permit for TNT Fireworks to start selling fireworks as they were unable to submit their request in time to be on the agenda.

Commissioner Grace motioned to approve sale of fireworks by TNT Fireworks; seconded by Mayor James. The motion carried unanimously.

4. Proclamations

There were no proclamations at this meeting.

5. Citizen Comments

Herbert Goldwire, 180 E Dania Beach Boulevard, spoke of gentrification and apologized for offending anyone at the CRA Board meeting. He noted he favors common sense development.

Shaun DeRosa, 408 SE 5th Street, spoke of Airbnb issues, mosquito spraying in the City, a personal compliance issue with the Code Department, illegal signs on Federal Highway, and residents' access to express lanes on I-95.

Catherine Udin, Chapter Chair of Surf Rider Broward, spoke about bans on plastic, in particular plastic straws. The legislature will likely preempt cities from enacting ordinances banning plastic straws next year, so the time to act is now.

Mayor James asked City Attorney Ansbro to work on an ordinance.

David Simonetta, member of the Green Advisory Board, requested the City provide cigarette butt cans at the beach and around bars, and ban plastic straws citywide.

Linda Wilson, Friends of the Dania Beach Library, presented a rendition of the new Broward County library card, featuring a photo of the Dania Beach pier.

6. Public Safety Reports

Captain Daniel Marks, BSO Chief of Police, reported on recent criminal activity, and spoke of BSO's Summer Break Spot weekly events.

Sean Brown, Battalion Chief, BSO Fire Rescue, was available to answer questions. Commissioner Brandimarte requested the status of supplying smoke detectors to residents who did not have them. Chief Brown noted he would look into the matter.

7. Consent Agenda

Items removed from Consent Agenda: #7.3, #7.6, #7.7

7.1 Minutes:

Approve Minutes of May 22, 2018 City Commission Meeting

7.2 Travel Requests:

Request from Michael Huck, Chief Ocean Lifeguard, to attend the Florida Inland Navigation District (FIND) June Grant Board Meeting in Cocoa Beach, Florida on June 15-16, 2018. (Estimated cost \$444.51)

Resolutions

7.4 RESOLUTION #2018-075

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, ACCEPTING A CONVEYANCE OF UTILITY IMPROVEMENTS KNOWN AS "DANIA POINTE LIFT STATION NO. 1" BY MEANS OF A QUIT CLAIM DEED AND ABSOLUTE BILL OF SALE, FROM DANIA LIVE 1748, LLC, A DELAWARE LIMITED LIABILITY COMPANY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

7.5 RESOLUTION #2018-076

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, ACCEPTING UTILITY EASEMENTS ON BEHALF OF THE CITY FROM DANIA LIVE, LLC, A DELAWARE LIMITED LIABILITY COMPANY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

7.8 RESOLUTION #2018-079

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, PERTAINING TO ADVANCE APPROVAL FROM THE CITY COMMISSION OF THE CITY OF DANIA BEACH TO PROCEED WITH A BID ADVERTISEMENT FOR THE CAPITAL PROJECT KNOWN AS THE REBRANDING SIGNAGE PRODUCTION AND REPLACEMENT PROJECT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

7.9 RESOLUTION #2018-080

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, PERTAINING TO ADVANCE APPROVAL FROM THE CITY COMMISSION OF THE CITY OF DANIA BEACH TO PROCEED WITH A BID ADVERTISEMENT FOR THE CAPITAL IMPROVEMENT PROJECT KNOWN AS THE REBRANDING WATER TANK PAINTING PROJECT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

7.10 RESOLUTION #2018-081

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, REQUESTING ADVANCE APPROVAL FROM THE CITY COMMISSION OF THE CITY OF DANIA BEACH TO PROCEED WITH A BID ADVERTISEMENT FOR REBRANDING PUBLIC RELATIONS SERVICES; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

7.11 RESOLUTION #2018-082

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, REQUESTING ADVANCE APPROVAL FROM THE CITY COMMISSION OF THE CITY OF DANIA BEACH TO PROCEED WITH A BID ADVERTISEMENT FOR REBRANDING ADVERTISING SERVICES; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

7.12 RESOLUTION #2018-083

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT FOR PREPARATION OF A PARKS AND RECREATION DEPARTMENT TEN YEAR MASTER PLAN WITH BERMELLO, AJAMIL & PARTNERS, INC., IN AN AMOUNT NOT TO EXCEED ONE HUNDRED NINETY THREE THOUSAND FIFTY DOLLARS (\$193,050.00); PROVIDING FOR CONFLICTS; PROVIDING FOR FUNDING; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

Ordinances (Titles read by City Attorney)

7.13 ORDINANCE #2018-011

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, CREATING ARTICLE XII, TO BE ENTITLED "PUBLIC NUISANCE", AND SECTION 17-133, TO BE ENTITLED "PUBLIC NUISANCE ABATEMENT" AS PART OF CHAPTER 17, ENTITLED "OFFENSES MISCELLANEOUS" OF THE CITY CODE OF ORDINANCES; PROVIDING FOR CONFLICTS, FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(FIRST READING)**

Commissioner Grace motioned to adopt the Consent Agenda, with the exception of Item #7.3, #7.6, and #7.7; seconded by Commissioner Salvino. The motion carried on the following 5-0 Roll Call vote:

Commissioner Brandimarte	Yes	Vice-Mayor Harris	Yes
Commissioner Grace	Yes	Mayor James	Yes
Commissioner Salvino	Yes		

7.3 RESOLUTION #2018-074

A RESOLUTION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING THE CITY TRAVEL POLICY APPLICABLE TO ELECTED OFFICIALS TO PROVIDE FOR TRAVEL REIMBURSEMENT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

City Attorney Ansbro read the title of Resolution #2018-074, and confirmed the change applies to elected officials only.

Commissioner Salvino motioned to adopt Resolution #2018-074; seconded by Commissioner Grace. The motion carried unanimously.

7.6 RESOLUTION #2018-077

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A MAINTENANCE MEMORANDUM OF AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION BASED UPON EXPANDED LIMITS OF INTERCHANGE AREAS LOCATED AT I-95 (STATE ROAD NO. 9), AND STIRLING ROAD (STATE ROAD NO. 848) AND AT I-95 AND GRIFFIN ROAD (STATE ROAD NO. 818) BY WHICH THE CITY WILL PERFORM MAINTENANCE OF LANDSCAPE IMPROVEMENTS OF AREAS LOCATED WITHIN THE CITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

City Attorney Ansbro read the title of Resolution #2018-077.

Brad Kaine, Public Services Director, explained that FDOT is going to make landscape enhancements and the City will take over the maintenance of them.

Commissioner Grace motioned to adopt Resolution #2018-077; seconded by Commissioner Salvino. The motion carried unanimously.

7.7 RESOLUTION #2018-078

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AMENDMENT TO THE EXISTING AGREEMENT WITH C.A.P. GOVERNMENT INC. ("CAP") TO OBTAIN SUPPLEMENTAL CLERICAL SERVICES FROM CAP RETROACTIVE TO OCTOBER 1, 2017, VALID THROUGH JUNE 16, 2019 WITHOUT COMPETITIVE BIDDING, AND WITHOUT ADVERTISEMENT FOR BIDS, THAT WILL EXCEED AN ANNUAL VENDOR TOTAL AMOUNT OF TWENTY FIVE THOUSAND DOLLARS (\$25,000.00); FURTHER RATIFYING EXPENSES AND AUTHORIZING SUCH PURCHASES MADE FROM THE BUILDING FUND APPROVED ANNUAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

City Attorney Ansbro read the title of Resolution #2018-078.

Marc LaFerrier, Director of Community Development, explained we have seven persons now in the permit office in the Building Division. We had a contract with CAP through Oakland Park which included clerical staff; the contract expired, so we want to amend our contract with CAP through Fort Lauderdale to include a clerical position.

Mayor James questioned why we do not hire additional City staff; she wants some of our own inspectors.

Commissioner Grace said we should give loyal employees the opportunity to fill the position.

Commissioner Salvino felt we could find a clerical position fairly soon; we could hire on a temporary basis.

Director LaFerrier noted he does not currently have an open position in his approved budget.

Mayor James said we need to look at other opportunities.

Assistant City Manager Donnelly noted the item tonight is a housekeeping item to ratify expenses in the past. For the upcoming budget, we can look at this position and look to advertise.

Vice Mayor Harris questioned what will happen to the position when development slows down.

Director LaFerrier further explained.

Mayor James wants to pro-rate this.

Director LaFerrier said the position is annual.

Commissioner Grace does not want to get behind, but she does not want to hire this person for a year.

Director LaFerrier responded we can extend it now, and then create a new position in the midyear budget.

Assistant Manager Donnelly further explained the CAP contract.

Vice-Mayor Harris motioned to adopt Resolution #2018-078, pending mid-year budget review; seconded by Commissioner Grace. The motion carried unanimously.

8. Bids and Requests for Proposals

There were no proposals on this agenda.

9. Public Hearings and Site Plans

9.1 ORDINANCE #2018-010

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 28, OF THE "LAND DEVELOPMENT CODE," OF THE CITY CODE OF ORDINANCES BY

AMENDING ARTICLE 675, SECTION 675-20, TEMPORARY USES AUTHORIZED: PROVIDING FOR THE USE OF SURPLUS PARKING FOR TEMPORARY PARKING OF PASSENGER VEHICLES ON PROPERTIES SUBJECT TO PARI-MUTUEL LICENSE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE. **(SECOND READING)**

City Attorney Ansbro read the title of Ordinance #2018-010.

Corinne Lajoie, Planning & Zoning Manager, described the changes made to the text amendment since first reading.

Mayor James opened the Public Hearing. Seeing as there was no one to speak in favor or opposition, she closed the Public Hearing.

Janna Lohta, Holland & Knight, representing the applicant, noted they addressed the Commission's concerns from the last meeting.

Vice-Mayor Harris motioned to adopt Ordinance #2018-010, on second reading; seconded by Commissioner Salvino. The motion carried on the following 5-0 Roll Call vote:

Commissioner Brandimarte	Yes	Vice-Mayor Harris	Yes
Commissioner Grace	Yes	Mayor James	Yes
Commissioner Salvino	Yes		

City Attorney Ansbro advised the remaining items were quasi-judicial hearings and swore-in those who would speak. He asked the Commission to disclose any communication they had on these matters.

9.2 RESOLUTION #2018-084

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING A SPECIAL EXCEPTION (SE-116-17) TO PERMIT THE RENTAL OF AUTOMOBILES PURSUANT TO A REQUEST SUBMITTED BY FRANCO CARRI ON BEHALF OF THE PROPERTY OWNER, ACP PARTNERS, LLC, FOR PROPERTY LOCATED AT 4101 RAVENSWOOD ROAD, SUITE 104A, IN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT "A", A COPY OF WHICH IS ATTACHED TO THIS RESOLUTION; PROVIDING FOR CONFLICTS; FURTHER PROVIDING FOR AN EFFECTIVE DATE.

City Attorney Ansbro read the title of Resolution #2018-084.

Corinne Lajoie, Planning & Zoning Manager, gave an overview of the special exception request.

Mayor James opened the Public Hearing. Seeing as there was no one to speak in favor or opposition, she closed the Public Hearing.

Commissioner Grace motioned to adopt Resolution #2018-084; seconded by Commissioner Salvino. The motion carried on the following 5-0 Roll Call vote:

Commissioner Brandimarte	Yes	Vice-Mayor Harris	Yes
Commissioner Grace	Yes	Mayor James	Yes
Commissioner Salvino	Yes		

9.3 RESOLUTION #2018-085

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, APPROVING THE SITE PLAN (SP-003-16), SPECIAL EXCEPTION (SE-004-16) AND VARIANCES (VA-97-17; VA-98-17; VA-31-17; VA-32-17; VA-33-17) SUBMITTED BY HOPE CALHOUN, ESQ., ON BEHALF OF THE PROPERTY OWNER FORT LAUDERDALE HOSPITALITY, INC., FOR PROPERTY LOCATED AT 2460 W STATE ROAD 84, IN THE CITY OF DANIA BEACH, FLORIDA, AS LEGALLY DESCRIBED IN EXHIBIT “A”, A COPY OF WHICH IS ATTACHED TO THIS RESOLUTION; PROVIDING FOR CONFLICTS; AND FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

City Attorney Ansbro read the title of Resolution #2018-085.

Corinne Lajoie, Planning & Zoning Manager, reviewed the site plan, special exception and variances requests.

Commissioner Grace asked if the logistics had been worked out between the two hotels.

Commissioner Brandimarte questioned if any issues existed.

Planning & Zoning Manager Lajoie responded she has not heard from either party.

Commissioner Salvino questioned the discussion the last time this came up.

Vice Mayor Harris asked if the permitting issues had been resolved or if any still exist.

Marcos Pence, owner of the Roadway Inn, explained why each individual hotel room has an air conditioner, and spoke in support of the development.

Mayor James opened the Public Hearing.

Christina Belinki, representing the applicant, was available to answer questions.

Seeing as there was no one else to speak in favor or opposition, Mayor James closed the Public Hearing.

Vice-Mayor Harris motioned to adopt Resolution #2018-085; seconded by Commissioner Grace. The motion carried on the following 5-0 Roll Call vote:

Commissioner Brandimarte	Yes	Vice-Mayor Harris	Yes
Commissioner Grace	Yes	Mayor James	Yes
Commissioner Salvino	Yes		

10. Discussion and Possible Action

10.1 Beach Dune Stabilization - City Manager Baldwin

Assistant City Manager Donnelly reviewed the memo in the agenda packet, and noted we would like to move along with Phase II of the beach renovation because there is a lot of permitting and design needing to be done.

Tyler Chappell, Chappell Group, noted the County's timeline is 2020; the goal of City staff is to dovetail into that County project. Beach re-nourishment has not occurred since 2005/2006, and he summarized the concept of Phase II.

Commissioner Salvino noted he met with staff and Mr. Chappell, and inquired if we could use concrete barriers filled with sand to protect our restroom. He questioned working out a parking deal with the university nearby.

Assistant City Manager Donnelly noted a certain number of spaces were set aside for the marina.

Commissioner Grace commented she talked to Commissioner Ryan and asked for help with our beach; he was going to meet with a lady and reach out to the Mayor. We cannot afford to lose any more of our beach, and we desperately need some help.

Vice-Mayor Harris noted he heard about a post Irma billion dollar fund.

Mr. Chappelle said there is a FTB grant and it is something we can look at to team up with Broward County.

Assistant City Manager Donnelly added Nicole Sharp said the Army Corps of Engineers also has an appropriation from Congress for Irma; the other funding sources for Irma are mitigation grants to harden buildings.

Mayor James said she met yesterday with Tim Ryan; we understand the needs of our beach. If we move the parking lot, we will never get the land back. She spoke of an option that could happen as early as October, but it would still take three years.

Commissioner Brandimarte noted the reason for moving the parking lot back is to raise the street.

Commissioner Salvino asked if Phase II design included moving the parking lot back.

Mr. Chappelle said yes, the reason was to widen the beach and to have a beach walk.

Assistant City Manager Donnelly explained the concept of moving the dunes back is to make the beach resilient; it is an environmental and resiliency move. The point of tonight's discussion is to seek permission to start the process of design. He spoke of Hollywood and Hallandale.

Mayor James commented she understands it differently from Commissioner Ryan; all of us need to get on the same page. She is uncomfortable voting on this as there is not enough knowledge.

Assistant City Manager Donnelly noted we are not appropriating money or signing a contract. Staff is simply seeing if the Commission wants to move forward and explore and procure design services.

Mayor James said she would like to table this. She is looking to other options instead of moving the parking lot.

Commissioner Brandimarte felt we should not change our plans.

Assistant City Manager Donnelly said Phase I of the project was a very protective measure; it saved sand from coming into the parking lot from Irma.

Mr. Chappelle noted he is here to support the Commission, whatever they choose.

Vice Mayor Harris asked what can be done to show the residents what we are doing to save the beach.

Mr. Chappelle responded the current signs are good and the summer season naturally replenishes the dunes.

Commissioner Salvino asked the Commission to move on with what the City Manager recommends.

Assistant City Manager Donnelly noted staff is looking for direction to pursue elements of Phase II, starting with procuring a professional design team to move forward.

Commissioner Salvino motioned to approve procurement of design services; seconded by Commissioner Brandimarte.

Commissioner Grace questioned the cost.

Assistant City Manager Donnelly said the price tag for Phase II is \$6.8 million for the total project; initially we will be looking at a seawall and creating a larger dune. Financing would come from parking revenue.

The motion carried on the following 3-2 Roll Call vote:

Commissioner Brandimarte	Yes	Vice-Mayor Harris	Yes
Commissioner Grace	No	Mayor James	No
Commissioner Salvino	Yes		

10.2 City policy concerning funding Parks & Recreation and City programs - Mayor James

Mayor James spoke of annual funding for the Seniors, Gracefully Aging, and MLK Programs that go through Parks and Recreation; she is unsure whether or not there are stipulations on how they can spend the funding and why employees' P-cards are being suspended when they are doing the Commission's wishes. She is unsure what policy there needs to be, but some of these organizations are 501(c)3 and they have to pay certain fees.

Assistant City Manager Donnelly noted there was a lack of communication in the matter Mayor James spoke of, and it has been rectified. He discussed the programs and how they are handled, which has changed over time. He referenced the memo in the agenda packet and explained City purchasing policy; the memo provides several options to provide funding.

Mayor James said she paid 501(c)3 fees and needs to be reimbursed.

Assistant City Manager Donnelly explained the City making donations and working as partners with organizations.

Commissioner Grace said it is an easy fix if we put our minds together. She wants to make sure we do the three organizations the same and everything should come out of Parks & Recreation. We could use the money left over for MLK to set up the 501(c)3, and moving forward at budget time, charitable donations would be made and everything will go through Parks and Recreation.

Commissioner Brandimarte noted the Seniors, who are a 501(c)3, cannot raise money through a bingo game. When her club was given a certain amount of money, which they never handled, their vendors had to submit a bill to the City to get paid.

Assistant City Manager Donnelly recommended the Commission authorize a charitable donation to the MLK Renaissance Corporation and the remainder of the MLK line item as a charitable donation. Going forward, the City will fund it in the budget and the new corporation will work with the Parks and Recreation Department in planning the event.

The Commission consensus was to move forward as recommended.

10.3 Airbnb / Rentals Restrictions / Task Force - Vice-Mayor Harris

Marc LaFerrier, Director of Community Development, reviewed the memo in the agenda packet. He noted the State preempted cities in 2011 from regulating Airbnbs or vacation rentals, but we got our ordinance in by the end of May of that year, which was the State deadline. Our regulations are comprehensive and detailed, and he explained the requirements. Violations could cause the Certificate of Occupancy to be revoked. He gave statistics on Airbnbs in the City, and noted we hired a company that scrubs Airbnb and vacation rental websites that will provide us information from which we can prepare a spreadsheet. Probably in July, we will have a better idea of how many we have and what processes need to be taken. Our regulations are good, but may need tweaked to make them better, such as requiring a plaque outside that has agent information on it. We have set up a task force to handle complaints and do inspections and background checks.

Commissioner Brandimarte commented the Florida League of Cities conference will have a class to discuss Airbnbs; also, hotels are fighting them.

Mayor James said they are doing it with boats now and questioned if we need to involve our marina.

Vice-Mayor Harris asked if we can require they have additional fire suppression systems.

Director LaFerrier said yes and explained measures we have already required.

Shaun DeRosa, 408 SE 5th Street, wants to be sure we are diligent about the contact information that they are providing; technically they are operating as a hotel. We should put something in the ordinance that the property manager of an Airbnb has to pass a background check, and he listed other requirements that should be enforced.

Community Development Director LaFerrier added the State's preemption is holding back the cities' authority.

10.4 Fire Plans Examiners and Fire Fees - City Manager Baldwin

Assistant City Manager Donnelly noted because of our development and growth, there is an increased demand for fire inspectors. We have not looked at fire fees in quite a while.

Marc LaFerrier, Director of Community Development, explained the increased work load due to the demands of development; our fire plans examiners and inspectors are stretched. Staff is hoping the Commission allows an increase in the fire fees, which have not been updated since 2006. He noted half of the fire marshal services are paid for out of the General Fund; they should all be funded by the fees. At the next meeting, staff would like to come back with an ordinance taking fire fees out of City code and setting fees via resolution. On second reading in July, we would also have a resolution to increase the fees. He added fire marshal services are critical to getting our job done, as all new construction and post construction get inspections, and he explained the fee structure.

Commissioner Salvino questioned if there could be a scale for the larger hotels which could offset the cost of getting more fire marshal services.

Assistant City Manager Donnelly said we also need to authorize BSO to continue to hire and train fire inspectors. We will need to augment the agreement with BSO Fire to pay for the inspectors; there will be a portion in this fiscal year's budget and it will be built into next year's budget.

Commissioner Salvino asked if there is enough money in the budget to hire a fire inspector now.

Assistant City Manager Donnelly responded we would need the agreement with the Sheriff's Office.

Chief Eric Busenbarrick, BSO Fire Marshall, clarified fire fees relative to the BSO contract.

The Commission consensus was to move forward with the ordinance and fire fees resolution.

11. Commission Comments

11.1 Commissioner Brandimarte

Commissioner Brandimarte had no comments.

11.2 Commissioner Grace

Commissioner Grace thanked the Chamber of Commerce and City for the Hurricane READY Conference.

Commissioner Grace spoke of attending two ribbon cutting ceremonies last week, and of a new restaurant, Joe's Grill, which is family owned.

Commissioner Grace thanked Parks & Recreation staff for helping with City programs and events.

Commissioner Grace asked if the Oasis matter needed to be discussed.

City Attorney Ansbro noted he will incorporate the discussion from the CRA meeting into the deed restrictions document.

11.3 Commissioner Salvino

Commissioner Salvino commented he has received two complaints that the new signs on the beach that state no back-in parking cannot be read in the dark.

Director LaFerrier noted he would follow-up.

11.4 Vice-Mayor Harris

Vice-Mayor Harris spoke of the Dania After Dark event.

Vice-Mayor Harris noted the Dania Beach Grill needs some attention; we should renegotiate the lease.

Vice-Mayor Harris said the one penny Broward County sales tax initiative will be on the ballot in November.

Vice-Mayor Harris commented the Broward County Commission passed the Saratoga Crossings project today; we will have more affordable housing solutions here.

Vice-Mayor Harris noted he was elected to serve as co-chair with the MPO on a roundtable steering committee. At their first meeting, they discussed harvesting the revenues from cars on the express lanes that go through the City.

Vice-Mayor Harris said the League of Cities asked him to serve on the Broward County School Board's Oversight Committee for Implementation of the Interlocal Agreement for Public School Facility Planning.

Vice-Mayor Harris asked if there were restrictions on projects using the City logo on construction banners.

City Attorney Ansbro responded they would need the City's permission to use the logo.

Rickelle Williams, CRA Director, noted we will be creating an administrative policy in order for the Commission to be able to approve the use for particular projects in particular corridors.

Vice-Mayor Harris stated Chase Bank is closing in the Winn Dixie Plaza and asked if there are any development plans for the site.

Director Williams responded there are no immediate projects planned.

11.5 Mayor James

Mayor James spoke of meeting with Josh Gaboton about federal dollars for programs, such as mentoring, that she would like funded. We do not have a lot in writing that our City supports these types of programs, which is needed to apply for many of these grants, so she is going to look into creating a resolution.

Mayor James questioned the procedures for when a resident turns 100 years old.

Commissioner Grace said in the past, we have given them a proclamation and a key to the City.

Assistant City Manager Donnelly noted usually the Commissioners request these types of things.

Mayor James spoke of the free football camp sponsored by the University of Miami at Mills Pond Park last night.

12. Appointments

12.1 General Employees' Pension Board

The Commission reappointed Dorothy Olive to a two-year term.

12.2 Florida League of Cities 92nd Annual Conference Voting Delegate

Vice-Mayor Harris was appointed as the voting delegate.

Commissioner Grace motioned to approve the appointments; seconded by Commissioner Brandimarte. The motion carried unanimously.

13. Administrative Reports

13.1 City Manager

Assistant City Manager Donnelly noted at the CRA Board meeting earlier today, CRA Director Williams raised the matter of the change in the TAP Grant of removing NW 1st Street from the grant; we are going ahead and doing this.

Assistant City Manager Donnelly stated regarding the special event approval for TNT Fireworks, they will receive the permit providing they comply with the usual and customary comments by staff.

13.2 City Attorney

City Attorney Ansbro gave an update on medical marijuana treatment centers, and noted there is one on Stirling and Phippen Roads that has undergone review and zoning approval. Thirty nine retail dispensing locations statewide have been approved, but none in Broward County so far.

13.3 City Clerk - Reminders

Wednesday, June 13, 2018 - 1:00 p.m.

Workshop - City Manager Candidate
Recommendations

Monday, June 25, 2018 - 9:00 a.m.

Workshop - City Manager Interviews

Tuesday, June 26, 2018 - 7:00 p.m.

City Commission Meeting

14. Adjournment

Mayor James adjourned the meeting at 10:12 p.m.

ATTEST:

CITY OF DANIA BEACH

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

MINUTES OF WORKSHOP
DANIA BEACH CITY COMMISSION
CITY MANAGER CANDIDATE RECOMMENDATIONS
WEDNESDAY, JUNE 13, 2018 - 1:00 P.M.

1. Call to Order/Roll Call

Mayor James called the meeting to order at 1:03 p.m.

Present:

Mayor:	Tamara James
Vice-Mayor:	Bill Harris
Commissioners:	Chickie Brandimarte
	Bobbie H. Grace
	Marco A. Salvino, Sr.
City Attorney:	Thomas J. Ansbro
City Clerk:	Thomas Schneider

2. Presentation of City Manager Candidate Recommendations by Renee Narloch, S. Renee Narloch & Associates

Renee Narloch, of the search firm S. Renee Narloch & Associates, noted she will present her recommendations today and interviews are scheduled for June 25, 2018. There were 35 applications and she will present five candidate recommendations at this meeting.

Ms. Narloch reviewed the qualifications of Howard Brown, City Manager of Bell, California.

Commissioner Grace noted Mr. Brown's salary and that he was at Lauderdale Lakes, which had a lot of problems. She questioned the role he played in that. Also, he was Assistant City Manager of Opa-locka, which is in complete turmoil. She asked if he shared any of this with Ms. Narloch.

Ms. Narloch noted he had discussed this with her; he has gone into troubled cities with a purpose.

Commissioner Salvino said he questions when someone leaves the job after two years; this concerns him.

Ms. Narloch responded she is not concerned if she sees a progression. His fiancé is here practicing medicine and he would like to return here. He left all of the positions on his own accord.

Mayor James said she looked at the inconsistencies of where he has been; she does not see much loyalty, and he seems to chase the money.

Ms. Narloch felt he should be included in the interviews in order for him to answer the Commission's questions. She feels there are enough challenges and opportunities in Dania Beach for him to stay here for the long term.

Vice-Mayor Harris questioned the ICMA certification and Ms. Narloch explained its importance.

Ms. Narloch reviewed the qualifications of Craig Clay, Assistant City Manager of Miami Gardens.

Commissioner Grace commented this candidate stood out because he seemed to have touched base on all of the tiers that we need. The salary seems to be in line. She did not see any experience with matching funds and grant writing, which is important to us.

Ms. Narloch responded he has had that experience and understands how to look for additional revenue sources.

Vice-Mayor Harris questioned his revenue enhancement and P3 experience.

Mayor James wants to make sure his job changes were all to go a step higher.

Ms. Narloch responded they were.

Ms. Narloch reviewed the qualifications of Jeffery Eder, City Administrator of East Peoria, Illinois.

Commissioner Grace said she noticed he was a director of economic development, which hits home to her. What really caught her eye is the early retirement program.

Ms. Narloch noted it is a tool cities use to recognize savings and to cause the organization to become leaner.

Commissioner Grace added we should be cautious, as Hollywood nearly bankrupted itself paying out for early retirement.

Commissioner Salvino said he has not heard anything about negotiating skills.

Ms. Narloch said it was a key component of the three candidates she has reviewed so far.

Vice-Mayor Harris asked about the populations of East Peoria and Rock Island.

Ms. Narloch noted they both have a larger day population than their official population number.

Mayor James said she does not see much Florida or coastal experience; our challenges are drastically different.

Ms. Narloch responded she looks to see if a candidate has been able to acclimate to a community.

Commissioner Brandimarte said she got a bitter taste in her mouth at the Florida League of Cities meeting from the delegates who do not live near the water regarding the vote on replenishing the beaches. Our beach is our most prized possession and we need someone who has experience with them.

Commissioner Salvino noted some candidates are coming from cities in the inner United States with much larger populations and questioned why they would take less money to come work for a city with 30,000 people.

Commissioner Brandimarte asked if Ms. Narloch would verify that none of the candidates have been fired from a job; if one has been, she wants to know why.

Ms. Narloch noted she inquired what the circumstances were surrounding the candidates transition to another job. She added there is more work to do and she will be doing background and reference checks on the candidates.

Ms. Narloch reviewed the qualifications of J. Michael Moore, Assistant City Manager of Miramar, Florida.

Commissioner Grace is reminded of some of the things that happened to her in the past with promotions. This candidate has been very consistent with what he has done over the years and has financial experience. She noted we buy water from Hollywood and asked if he understands we have different entities we have to work with.

Ms. Narloch felt his strengths coming from his background lend themselves to the City's challenges and he is a team player.

Commissioner Brandimarte asked about the two EEOC cases.

Ms. Narloch described the cases and noted Miramar came out on top and the other case in Miami Dade is still open.

Vice-Mayor Harris was impressed with his being responsible for having credit cards fees charged back to the cardholder rather than the city absorbing them, and his overall financial experience.

Mayor James said she is impressed with this candidate. Because he is local, she was able to find information on one of the lawsuits, and she is concerned.

Ms. Narloch said there is nothing that should not be asked of any of the candidates when they are brought in for an interview. The Commission has to be comfortable; the interviews are for airing out any concerns being expressed here.

Vice-Mayor Harris noted the candidate's resume was forwarded to him by the Chairman of the Broward League of Cities and he sent it immediately to Ms. Narloch.

Ms. Narloch said he had already applied by the time she received it.

Commissioner Brandimarte does not like this fact and this candidate will not get her vote.

Ms. Narloch noted she did not give preferential treatment to any of the candidates.

Ms. Narloch reviewed the qualifications of Blaine Oborn, City Administrator of Lake Geneva, Wisconsin.

Commissioner Grace said this candidate is the weakest of all of them.

Mayor James noted he comes from a resort city and it has beaches, however, she is not sure they have the same challenges that we have, and Lake Geneva has a much smaller population than we have.

Commissioner Brandimarte listed what stood out for her with this candidate.

Commissioner Salvino commented he does not think we are going to have a 5-0 vote or even a 4-1 vote the way it looks today. We have an assistant city manager and right now, he has not seen anyone better than what we have.

Commissioner Grace said there is only one candidate that stands out for her; she would like to go outside the box and add two names to be considered: Colin Donnelly and Brad Kaine.

Ms. Narloch said the Commission can choose to add candidates, and noted Mr. Donnelly did not apply. She felt we have a few strong candidates; we might not get everything we want in a particular candidate, but their job as city manager is to supplement areas they are not strong in and surround themselves with the right people to get the job done. There are 39 candidates in the back of the recommended finalists book and anyone could be added to the mix.

Commissioner Grace repeated she would like to add Mr. Donnelly and Mr. Kaine to the list to be interviewed.

Mayor James felt because Mr. Kaine applied internally, she wants to give him the consideration to be interviewed. She does not know if Mr. Donnelly is interested and does not want to give someone consideration that did not show any interest in the position even though he is qualified.

Commissioner Grace said she would withdraw Mr. Donnelly.

Commissioner Salvino asked the Commission to give Mr. Donnelly an opportunity to interview.

There was unanimous consensus of the Commission to give Mr. Donnelly and Mr. Kaine the opportunity to be interviewed.

The Commission consensus was to remove Blaine Oborn from the list to be interviewed.

Mayor James said she would like to remove Jeffery Eder; Commissioner Grace agreed.

The Commission consensus was to keep Jeffery Eder on the list.

Ms. Narloch read the names of the candidates to be interviewed:

Howard Brown
Craig Clay
Colin Donnelly
Jeffery Eder
Brad Kaine
J. Michael Moore

Ms. Narloch said she will communicate to Mr. Donnelly that it was unanimous to add him, and we will reconvene on June 25th for the interviews.

Mayor James noted we should come together on June 25 with a positive mindset; we need to have four votes to hire.

Vice-Mayor Harris asked about the contract.

City Attorney Ansbro said typically it has been done for one year and is renewable; you have to be mindful of out-of-state applicants seeking expenses.

Discussion ensued regarding the contract duration and severance pay.

Mayor James asked how much we are willing to pay a new city manager.

Ms. Narloch responded we will get to a point where these items will need to be clarified; most of these things are negotiable. She suggested talking about a range and where they start within the range depends on qualifications. The Commission does not want to lock themselves in right now. Also, she will not only ask for a range within which the person can negotiate, but we will need a point person for negotiations when we get there; she thinks the City Attorney should be that person.

City Attorney Ansbro noted he has typically done the negotiations at the direction of the Commission.

Ms. Narloch noted we will first hash it out with the candidates at the June 25th interviews. She will provide questions to the Commission ahead of time for review, and the same set of questions will need to be asked to all candidates. She wants to make sure when interviews are done that all the Commission's questions are asked. After that, the Commission will probably want to bring

one or two candidates back; she hopes to get a consensus at the end of the day on June 25th of who the Commission wants to move forward.

Pat Chuckerman, 545 SE 4th Court, commented she understands one of the candidates is involved in a lawsuit with the City of Dania Beach which should disqualify him.

City Attorney Ansbro said the person is not named in the suit, he is a witness.

City Attorney Ansbro clarified that regarding the EEOC case Mr. Moore was involved in; the secretary and the attorney were both disciplined.

3. Adjournment

Mayor James adjourned the meeting at 2:45 p.m.

ATTEST:

CITY OF DANIA BEACH

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

TO APPROVE AND ADOPT A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO PURCHASE A FORD F550- ALTEC AT-37-G BUCKET TRUCK FOR THE PUBLIC SERVICES DEPARTMENT, IN AN AMOUNT NOT TO EXCEED ONE HUNDRED NINE THOUSAND EIGHT DOLLARS (\$109,008.00) FORM ALTEC INDUSTRIES WITHOUT COMPETITIVE BIDDING AND WITHOUT ADVERTISEMENT FOR BIDS, BY UTILIZING THE PRICING UNDER THE NATIONAL JOINT POWERS ALLIANCE CONTRACT NO. 012418-ALT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Memo 2018-F 550 Altec AT 37 G Bucket Truck-rsn (Fin Rev -05-29-18), R-2018- Purchase of Ford F-550 Altec Bucket Truck for Public Services, National Joint Powers Contract No. 012418-ALT, NJPA RFP Public Utility Equipment w Related Accessories and Supplies, QUOTE 423485-2 CITY OF DANIA BEACH AT37G, NJPA QUOTE 423485-2 CITY OF DANIA BEACH AT37G



City of Dania Beach
Department of Public Services

100 West Dania Beach Blvd · Dania Beach, FL 33004 · (954) 924-6808 · (954) - 923-1109 (fax)

MEMORANDUM

TO: Honorable Mayor and Commissioners

FROM: Robert Baldwin, City Manager

BY: Brad Kaine, Director of Public Services
Ronnie S. Navarro, P.E., Deputy Director/City Engineer

DATE: May 16, 2018

RE: Approval to Purchase an F-550 Altec AT-37-G Bucket Truck

Introduction and Background

Public Services is requesting approval to purchase a Ford F-550 Altec Bucket Truck to replace unit #625 a 2007 Ford F-550 Altec Bucket Truck. The current truck is used to maintain trees throughout the City on a daily basis and has accumulated excessive run time and repair costs. The quoted cost of replacement for this vehicle is \$109,008.00 from Altec Industries as per National Joint Powers Alliance (NJPA) Contract# 012418-ALT. The new truck will take approximately one year to complete. Therefore, the existing bucket truck will be surplus at a later date after the new truck is received.

Funding for this purchase was approved in the FY2018 budget in the amount of \$160,000.00 in the Park Maintenance Vehicle Account # 001-39-04-539-64-20.

Recommendation

Staff recommends that the City Commission approve a resolution for the purchase of an F-550 Altec Bucket Truck in the amount of \$109,008.00 from Altec Industries under the terms and conditions therein and authorize the City Manager to execute same.

RESOLUTION NO. 2018-086

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO PURCHASE A FORD F-550 ALTEC AT-37-G BUCKET TRUCK FOR THE PUBLIC SERVICES DEPARTMENT, IN AN AMOUNT NOT TO EXCEED ONE HUNDRED NINE THOUSAND EIGHT DOLLARS (\$109,008.00) FROM ALTEC INDUSTRIES WITHOUT COMPETITIVE BIDDING AND WITHOUT ADVERTISEMENT FOR BIDS, BY UTILIZING THE PRICING UNDER THE NATIONAL JOINT POWERS ALLIANCE CONTRACT NO. 012418-ALT; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Charter of the City of Dania Beach, Part III, Article 3, Section 4, Subsection (j), authorizes the City Manager to purchase supplies, services, equipment and materials for the City government in amounts in excess of the established monetary threshold without competitive bidding and without advertisement for bids if he is authorized to do so in advance by a resolution adopted by the City Commission and if such purchases are made pursuant to a competitive bid obtained within the last eighteen (18) months by other government agencies such as the Federal Government, State of Florida or a Florida municipality or county; and

WHEREAS, the Dania Beach Code of Ordinances, Chapter 2, Article 1, Section 2-10, "Monetary thresholds for certain purchases and payment disbursement authorizations", Subsection (a), sets the monetary threshold or limitation at \$25,000.00; and

WHEREAS, the Director of the Public Services Department has determined that a vehicle needed by the Department, a Ford F-550 ALTEC AT-37-G bucket truck, can be purchased as the least cost to the City from Altec Industries by utilizing the pricing under the National Joint Powers Alliance (NJPA) Contract No. 012418-ALT, attached as Exhibit "A," a copy of which is made a part of and is incorporated into this Resolution by this reference;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA:

Section 1. That the foregoing "Whereas" clauses are ratified and confirmed as being true and correct and they are made a specific part of and incorporated into this Resolution by this reference.

Section 2. That the City Manager is authorized to purchase a Ford F-550 Altec AT-37-G Bucket Truck by utilizing the pricing under the NJPA Contract No. 012418-ALT valid through September 2018.

Section 3. That funding for this purchase is available and appropriated in the Fiscal Year 2017-2018 budget from the Parks Maintenance Vehicle Account #001-39-04-539-64-20.

Section 4. That the City Manager is authorized to purchase the vehicle and the City Commission authorizes the proper City officials to execute such documents as are necessary for its purchase.

Section 5. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 6. That this Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED on June 26, 2018.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

**Letter of Agreement
to Extend the Contract**

Between

Altec Industries, Inc. (Vendor)
33 Inverness Center Parkway, Suite 110
Birmingham, AL 35242

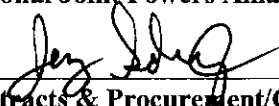
and

National Joint Powers Alliance® (NJPA)
202 12th Street NE
Staples, MN 56479
Phone: (218) 894-1930

The Vendor and NJPA have entered into an Agreement (Contract #031014-ALT) for the procurement of Public Utility Equipment with Related Accessories and Supplies. This Agreement has an expiration date of April 10, 2018, but the parties may extend the Agreement for one additional year by mutual consent.

The parties acknowledge that extending the Agreement for another year benefits the Vendor, NJPA and NJPA's Members. The Vendor and NJPA therefore agree to extend the Agreement listed above for a fifth year. This existing Agreement will terminate on April 10, 2019. All other terms and conditions of the Agreement remain in force.

National Joint Powers Alliance® (NJPA)

By: , Its: **Director of Cooperative
Contracts & Procurement/CPO**

Name printed or typed: Jeremy Schwartz

Date

4-21-17

Altec Industries, Inc.

By: Riley J Browne
Digitally signed by Riley J Browne
DN: cn = Riley J Browne, o = US O = JentTrust AGGP
c = US, email = RBrowne@ALTEC-INDUSTRIES.WI, ou = ALTEC INDUSTRIES INC.
Date: 2017.04.20 16:42:18 -0800, Its: **Contract Specialist**

Name printed or typed: Riley Browne

Date 4-20-2017



National Joint Powers Alliance® (herein NJPA)

REQUEST FOR PROPOSAL (herein RFP)

for the procurement of

PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES

RFP Opening

March 11, 2014

8:00 A.M. Central Time

At the offices of the

National Joint Powers Alliance®

202 12th Street Northeast, Staples, MN 56479

RFP #031014

The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential Member agencies to include all Government, Higher Education, K12 Education, Non-Profit, Tribal Government, and all other Public Agencies located nationally in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES. Details of this RFP are available beginning January 27, 2014 and continuing until March 3, 2014. Details may be obtained by letter of request to Maureen Knight, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@njpacoop.org. Proposals will be received until March 10, 2014 at 4:30 p.m. Central Standard Time at the above address and opened March 11, 2014 at 8:00 A.M. Central Standard Time.

RFP Timeline

January 27, 2014

Publication of RFP in the print and online Minneapolis Star Tribune, in the print version of the Salt Lake News within the state of Utah, in the print and online Daily Journal of Commerce within the State of Oregon, the NJPA website (njpacoop.org), MERX, noticetobidders.com, PublicPurchase.com, and Biddingo.

February 27, 2014

10:00 A.M. Central Standard Time

Pre-Proposal Conference (webcast – conference call - Connection information sent to all inquirers 2 business days prior to event)

March 3, 2014

Deadline for RFP requests and questions

March 10, 2014

Deadline for Submission of Proposals. Late responses will be returned unopened.

4:30 P.M. Central Standard Time

March 11, 2014

8:00 A.M. Central Standard Time

Public Opening of Proposals

Direct questions regarding this RFP to: Maureen Knight at maureen.knight@njpacoop.org or (218)895-4114

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 - B. Proposer Responsiveness
 - C. Proposal Evaluation Criteria
 - D. Other Consideration
 - E. Cost Comparison
 - F. Marketing Plan
 - G. Certificate Of Insurance
 - H. Order Process and/or Funds Flow
 - I. Administrative Fees
 - J. Value Added
 - K. Waiver of Formalities
 7. POST AWARD OPERATING ISSUES
 - A. Subsequent Agreements
 - B. NJPA Member Sign-up Procedure
 - C. Reporting of Sales Activity
 - D. Audits
 - E. Hub Partner
 - F. Trade-Ins
 - G. Out of Stock Notification
 - H. Termination of a Contract resulting from this RFP
 8. GENERAL TERMS AND CONDIITONS
 - A. Advertising a Contract Resulting From This RFP
 - B. Applicable Law
 - C. Assignment of Contract
 - D. List of Proposers
 - E. Captions, Headings, and Illustrations
 - F. Data Practices
 - G. Entire Agreement
 - H. Force Majeure
 - I. Gratuities
 - J. Hazardous Substances
 - K. Licenses
 - L. Material Suppliers and Sub-Contractors
 - M. Non-Wavier of Rights
 - N. Protests of Awards Made
 - O. Suspension or Disbarment Status
 - P. Affirmative Action and Immigration Status Certification
 - Q. Severability
 - R. Relationship of Parties
 9. FORMS
 10. PRE-SUBMISSION CHECKLIST
 11. PRICE & PRODUCT CHANGE REQUEST FORM

1 DEFINITIONS

A. CONTRACT

“Contract” as used herein shall consist of: this RFP, pricing, fully executed forms C, D, F & P from the Proposer’s response pursuant to this RFP, and a fully executed form E (“Acceptance and Award”) with final terms and conditions. Form E will be executed on or after award and will provide final clarification of terms and conditions of the award.

B. CURRENCY

All transactions are payable in U.S. dollars on U.S. sales. All administrative fees are to be paid in U.S. dollars.

C. EXCLUSIVE VENDOR

A sole Vendor awarded in a product category. NJPA reserves the right to award to an Exclusive Vendor in the event that such an award is in the best interests of NJPA Members nationally. A Proposer that exhibits and demonstrates the ability to offer and execute an outstanding overall program, demonstrates the ability and willingness to serve NJPA current and qualifying Members in all 50 states and comply with all other requirements of this RFP, is preferred.

D. FOB

FOB stands for “Freight On Board” and defines the point at which responsibility for loss and damage of product/equipment purchased is transferred from Seller to Buyer. “FOB Destination” defines that transfer of responsibility for loss is transferred from Seller to Buyer at the Buyer’s designated delivery point. FOB does not identify who is responsible for the costs of shipping. The responsibility for the costs of shipping is addressed elsewhere in this document.

E. HUB PARTNER

An organization that a member requests to be served through with an Awarded Vendor for the purposes of complying with a Law, Regulation, or Rule to which that individual NJPA Member deems to be applicable in their jurisdiction.

F. PROPOSER

A company, person, or entity delivering a timely response to this RFP.

G. REQUEST FOR PROPOSAL

Herein referred to as RFP.

H. SOURCED GOODS

A Sourced Good or Open Market Item is a product within the RFP’s scope - generally deemed incidental to the total transaction or purchase of contract items - which a member wants to buy under contract from an Awarded Vendor that is not currently available under the Vendor’s NJPA contract.

I. TIME

Periods of time, stated as number of days, shall be in calendar days.

J. TOTAL COST OF ACQUISITION

The Total Cost of Acquisition for the equipment/products and related services being proposed is the cost of the proposed equipment/products and related services delivered and operational for its intended purpose in the end-user’s location.

K. VENDOR

A Proposer whose response has been awarded a contract pursuant to this RFP.

2 ADVERTISEMENT OF RFP

2.1 NJPA shall advertise this solicitation: 1) for two consecutive weeks in both the hard copy print and on-line editions of the MINNEAPOLIS STAR TRIBUNE; 2) once each in Oregon's Daily Journal of Commerce and Utah's Salt Lake Tribune; 3) on a national wire service and website by the MINNEAPOLIS STAR TRIBUNE; 4) on NJPA's website; 5) on other third-party websites deemed appropriate by NJPA. Other third party advertisers may include Onvia, Bidsync, PublicPurchase.com, MERX and Biddingo.

2.2 NJPA also notifies and provides solicitation documentation to each State level procurement departments for possible re-posting of the solicitation within their systems and at their option for future use and to meet specific state requirements.

3 INTRODUCTION

A. ABOUT NJPA

3.1 The National Joint Powers Alliance® (NJPA) is a public agency serving as a national municipal contracting agency established under the Service Cooperative statute by Minnesota Legislative Statute §123A.21 with the authority to develop and offer, among other services, cooperative procurement services to its membership. Eligible membership and participation includes states, cities, counties, all government agencies, both public and non-public educational agencies, colleges, universities and non-profit organizations.

3.2 Under the authority of Minnesota state laws and enabling legislation, NJPA facilitates a competitive bidding and contracting process on behalf of the needs of itself and the needs of current and potential member agencies nationally. This process results in national procurement contracts with various Vendors of products/equipment and services which NJPA Member agencies desire to procure. These procurement contracts are created in compliance with applicable Minnesota Municipal Contracting Laws. A complete listing of NJPA cooperative procurement contracts can be found at www.njpacoop.org.

3.3 NJPA is a public agency governed by publicly elected officials that serve as the NJPA Board of Directors. NJPA's Board of Directors calls for all proposals, awards all Contracts, and hosts those resulting Contracts for the benefit of its own and its Members use.

3.3.1 Subject to Approval of the NJPA Board: NJPA contracts are awarded by the action of NJPA Board of Directors. This action is based on the open and competitive bidding process facilitated by NJPA. The evaluation and resulting recommendation is presented to the Board of Directors by the NJPA Proposal Evaluation Committee.

3.4 NJPA currently serves over 50,000 member agencies nationally. Both membership and utilization of NJPA contracts continue to expand, due in part to the increasing acceptance of Cooperative Purchasing throughout the government and education communities nationally.

B. JOINT EXERCISE OF POWERS LAWS

3.5 NJPA cooperatively shares those contracts with its Members nationwide through various Joint Exercise of Powers Laws or Cooperative Purchasing Statutes established in Minnesota, other States and Canadian Provinces. The Minnesota Joint Exercise of Powers Law is Minnesota Statute §471.59 which states "Two or more governmental units...may jointly or cooperatively exercise any power common to the contracting parties..." This Minnesota Statute allows NJPA to serve Member agencies located in all other states. Municipal agencies nationally have the ability to participate in cooperative purchasing activities as a result of specific laws of their own state. These laws can be

found on our website at <http://www.njpacoop.org/national-cooperative-contract-solutions/legal-authority/>.

C. WHY RESPOND TO A NATIONAL COOPERATIVE PROCUREMENT CONTRACT

3.6 National Cooperative Procurement Contracts create value for Municipal and Public Agencies, as well as for Vendors of products/equipment and services in a variety of ways:

3.6.1 National cooperative contracts potentially save the time and effort of Municipal and Public Agencies who would have been otherwise charged with soliciting vendor responses to individual RFP's, resulting in individual contracts, to meet the procurement needs of their respective agencies. Considerable time and effort is also potentially saved by the Vendors who would have had to otherwise respond to each of those individual RFPs. A single, nationally advertised RFP, resulting in a single, national cooperative contract can potentially replace thousands of individual RFPs for the same equipment/products/services that might have been otherwise advertised by individual NJPA member agencies.

3.6.2 NJPA contracts offer our Members nationally leveraged volume purchasing discounts. Our contract terms and conditions offer the opportunity for Vendors to recognize individual member procurement volume commitment through additional volume based contract discounts.

3.7 State laws that permit or encourage cooperative purchasing contracts do so with the belief that cooperative efficiencies will result in lower prices, better overall value, and considerable time savings.

3.8 The collective purchasing power of thousands of NJPA Member agencies nationwide offers the opportunity for volume pricing discounts. Although no sales or sales volume is guaranteed by an NJPA Contract resulting from this RFP, substantial volume is anticipated and volume pricing is requested and justified.

3.9 NJPA and its Members desire the best value for their procurement dollar as well as a competitive price. Vendors have the opportunity to display and highlight value added attributes of their company, equipment/products and services without constraints of a typical individual proposal process.

D. THE INTENT OF THIS RFP

3.10. National contract awarded by the NJPA Board of Directors: NJPA seeks the most responsive and responsible Vendor relationship(s) to reflect the best interests of NJPA and its Member agencies. Through a competitive proposal and evaluation process, the NJPA Proposal Evaluation Committee reviews and recommends vendors for to award a national contract by the action of the NJPA Board of Directors. NJPA's primary intent is to establish and provide a national cooperative procurement contract which offer opportunities for NJPA and our Member agencies to procure quality product/equipment and services as desired and needed. The contracts will be marketed nationally through a cooperative effort between the awarded vendor(s) and NJPA. Contracts are expected to offer price levels reflective of the potential and collective volume of NJPA and the nationally established NJPA membership base.

3.11 Beyond our primary intent, NJPA further desires to:

3.11.1 Award a four year term contract with a fifth year contract option resulting from this RFP;

3.11.2 Offer and apply any applicable technological advances throughout the term of a contract resulting from this RFP

3.11.3 Deliver “Value Added” aspects of the company, equipment/products and services as defined in the “Proposer’s Response”;

3.11.4 Deliver wide spectrums of solutions to meet the needs and requirement of NJPA and NJPA Member agencies.

3.11.5 Award an exclusive contract to the most responsive and responsible vendor when it is deemed to be in the best interest of NJPA and the NJPA Member agencies

3.12 Exclusive or Multiple Awards: Based on the goals and scope of this RFP, NJPA is requesting responders to demonstrate their ability to serve the needs of NJPA’s national membership. It is NJPA’s intent and desire to award a contract to a single exclusive Vendor to serve our membership’s needs. To meet the goals of this RFP, NJPA reserves the right to award a Contract to multiple Proposers where the result justifies a multiple award and multiple contracts are deemed to be in the best interests of NJPA Member agencies.

3.13 Non-Manufacturer Awards: NJPA reserves the right to make an award related to this invitation to a non-manufacturer or dealer/distributor if such action is in the best interests of NJPA and its Members.

3.14 Manufacturer as a Proposer: If the Proposer is a Manufacturer or wholesale distributor, the response received will be evaluated on the basis of a response made in conjunction with that Manufacturer’s authorized Dealer Network. Unless stated otherwise, a Manufacturer or wholesale distributor Proposer is assumed to have a documented relationship with their Dealer Network where that Dealer Network is informed of, and authorized to accept, purchase orders pursuant to any Contract resulting from this RFP on behalf of the Manufacturer or wholesale distributor Proposer. Any such dealer will be considered a sub-contractor of the Proposer/Vendor. The relationship between the Manufacturer and wholesale distributor Proposer and its Dealer Network may be proposed at the time of the proposed submission if that fact is properly identified.

3.15 Dealer/Re-seller as a Proposer: If the Proposer is a dealer or re-seller of the products and/or services being proposed, the response will be evaluated based on the Proposer’s authorization to provide those products and services from their manufacturer. Where appropriate, Proposers must document their authority to offer those products and/or services.

E. SCOPE OF THIS RFP

3.16 Scope: The scope of this RFP is to award a contract to a qualifying vendor defined as a manufacturer, provider, or dealer/distributor, established as a Proposer, and deemed responsive and responsible through our open and competitive proposal process. Vendors will be awarded contracts based on the proposal and responders demonstrated ability to meet the expectations of the RFP and demonstrate the overall highest valued solutions which meet and/or exceed the current and future needs and requirements of NJPA and its Member agencies nationally within the scope of **PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES**.

3.17 Additional Scope Definitions: For purposes of the scope of this solicitation:

3.17.1 In addition to **PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES**, this solicitation should be read to include, but not limited to:

3.17.1.1 Aerial lifts, Bucket Trucks, Directional Drilling, and Diggers.

3.17.1.2 This solicitation shall NOT be construed to include: “Sewer Vacuum, Hydro-Excavation, and Street Sweeper Equipment with Related Accessories and Supplies” or Chassis only solutions.

3.17.2 NJPA reserves the right to limit the scope of this solicitation for NJPA and current and potential NJPA member agencies.

3.18 **Overlap of Scope:** When considering equipment/products/services, or groups of equipment/products/services submitted as a part of your response, and whether inclusion of such will fall within a “Scope of Proposal,” please consider the validity of an inverse statement.

3.18.1 For example, pencils and post-it-notes can generally be classified as office supplies and office supplies generally include pencils and post-it-notes.

3.18.2 In contrast, computers (PCs and peripherals) can generally be considered office supplies; however, the scope of office supplies does not generally include computer servers and infrastructure.

3.18.3 In conclusion: With this in mind, individual products and services must be examined individually by NJPA, from time to time and in its sole discretion, to determine their compliance and fall within the original “Scope” as intended by NJPA.

3.19 **Best and Most Responsive – Responsible Proposer:** It is the intent of NJPA to award a Contract to the best and most responsible and responsive Proposer(s) offering the best overall quality and selection of equipment/products and services meeting the commonly requested specifications of the NJPA and NJPA Members, provided the Proposer’s Response has been submitted in accordance with the requirements of this RFP. Qualifying Proposers who are able to anticipate the current and future needs and requirements of NJPA and NJPA member agencies; demonstrate the knowledge of any and all applicable industry standards, laws and regulations; and possess the willingness and ability to distribute, market to and service NJPA Members in all 50 states are preferred. NJPA requests proposers submit their entire product line as it applies and relates to the scope of this RFP.

3.20 **Sealed Proposals:** NJPA will receive sealed proposal responses to this RFP in accordance with accepted standards set forth in the Minnesota Procurement Code and Uniform Municipal Contracting Law. Awards may be made to responsible and responsive Proposers whose proposals are determined in writing to be the most advantageous to NJPA and its current or qualifying future NJPA Member agencies.

3.21 **Use of Contract:** Any Contract resulting from this solicitation shall be awarded with the understanding that it is for the sole convenience of NJPA and its Members. NJPA and/or its members reserve the right to obtain like equipment/products and services solely from this contract or from another contract source of their choice or from a contract resulting from their own procurement process.

3.22 **Awarded Vendor’s interest in a contract resulting from this RFP:** Awarded Vendors will be able to offer to NJPA, and current and potential NJPA Members, only those products/equipment and services specifically awarded on their NJPA Awarded Contract(s). Awarded Vendors may not offer as “contract compliant,” products/equipment and services which are not specifically identified and priced in their NJPA Awarded Contract.

3.23 **Sole Source of Responsibility-** NJPA desires a “Sole Source of Responsibility” Vendor. This means the Vendor will take sole responsibility for the performance of delivered equipment/products/services. NJPA also desires sole responsibility with regard to:

3.23.1 **Scope of Equipment/Products/Services:** NJPA desires a provider for the broadest possible scope of products/equipment and services being proposed over the largest possible geographic area and to the largest possible cross-section of NJPA current and potential Members.

3.23.2 Vendor use of sub-contractors in sourcing or delivering equipment/product/services: NJPA desires a single source of responsibility for equipment/products and services proposed. Proposers are assumed to have sub-contractor relationships with all organizations and individuals whom are external to the Proposer and are involved in providing or delivering the equipment/products/services being proposed. Vendor assumes all responsibility for the equipment/products/services and actions of any such Sub-Contractor. Suggested Solutions Options include:

3.24.1 Multiple solutions to the needs of NJPA and NJPA Members are possible. Examples could include:

3.24.1.1 Equipment/Products Only Solution: Equipment/Products Only Solution may be appropriate for situations where NJPA or NJPA Members possess the ability, either in-house or through local third party contractors, to properly install and bring to operation those equipment/products being proposed.

3.24.1.2 Turn-Key Solutions: A Turn-Key Solution is a combination of equipment/products and services which provides a single price for equipment/products, delivery, and installation to a properly operating status. Generally this is the most desirable solution as NJPA and NJPA Members may not possess, or desire to engage, personnel with the necessary expertise to complete these tasks internally or through other independent contractors

3.24.1.3 Good, Better, Best: Where appropriate and properly identified, Proposers are invited to offer the CHOICE of good – better – best multiple grade solutions to NJPA and NJPA Members’ needs.

3.24.1.4 Proven – Accepted – Leading Edge Technology: Where appropriate and properly identified, Proposers are invited to provide an appropriate identified spectrum of technology solutions to compliment or enhance the functionality of the proposed solutions to NJPA and NJPA Members’ needs both now and into the future.

3.24.2 If applicable, Contracts will be awarded to Proposer(s) able to deliver a proposal meeting the entire needs of NJPA and its Members within the scope of this RFP. NJPA prefers Proposers submit their complete product line of products and services described in the scope of this RFP. NJPA reserves the right to reject individual, or groupings of specific equipment/products and services proposals as a part of the award.

3.25 Geographic Area to be Proposed: This RFP invites proposals to provide **PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES** to NJPA and NJPA Members throughout the entire United States and possibly internationally. Proposers will be expected to express willingness to explore service to NJPA Members located abroad; however the lack of ability to serve Members outside of the United States will not be cause for non-award. The ability and willingness to serve Canada, for instance, will be viewed as a value-added attribute.

3.26 Contract Term: At NJPA’s option a contract resulting from this RFP will become effective either the date awarded by the NJPA Board of Directors or the day following the expiration date of an existing NJPA procurement contract for the same or similar product/equipment and services.

3.26.1 NJPA is seeking a Contract base term of four years as allowed by Minnesota Contracting Law. Full term is expected. However, one additional one-year renewal/extension may be offered by NJPA to Vendor beyond the original four year term if NJPA deems such action to be in the best interests of NJPA and its Members. NJPA reserves the right to conduct periodic business reviews throughout the term of the contract.

3.27 Minimum Contract Value: NJPA anticipates considerable activity resulting from this RFP and subsequent award; however, no commitment of any kind is made concerning actual quantities to be acquired. NJPA does not guarantee usage. Usage will depend on the actual needs of the NJPA Members and the value of the awarded contract.

3.28 Estimated Contract Volume: Estimated quantities and sales volume are based on potential usage by NJPA and NJPA Member agencies nationally.

3.29 Contract Availability: This Contract must be available to all current and potential NJPA Members who choose to utilize this NJPA Contract to include all governmental and public agencies, public and private primary and secondary education agencies, and all non-profit organizations nationally.

3.30 Proposer's Commitment Period: In order to allow NJPA the opportunity to evaluate each proposal thoroughly, NJPA requires any response to this solicitation be valid and irrevocable for ninety (90) days after the date proposals were opened regarding this RFP.

F. EXPECTATIONS FOR EQUIPMENT/PRODUCTS AND SERVICES BEING PROPOSED

3.31 Industry Standards: Except as contained herein, the specifications or solutions for this RFP shall be those accepted guidelines set forth by the **PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES** industry, as they are generally understood and accepted within that industry across the nation. Submitted products/equipment, related services, and their warranties and assurances are required to meet and/or exceed all current, traditional and anticipated needs and requirements of NJPA and its Members.

3.31.1 Deviations from industry standards must be identified by the Proposer and explained how, in their opinion, the equipment/products and services they propose will render equivalent functionality, coverage, performance, and/or related services. Failure to detail all such deviations may comprise sufficient grounds for rejection of the entire proposal.

3.31.2 Technical Descriptions/Specifications. Excessive technical descriptions and specifications which, in the opinion of NJPA unduly enlarge the proposal response may reduce evaluation points awarded on Form G. Proposers must supply sufficient information to:

3.31.2.1 demonstrate the Proposer's knowledge of industry standards;

3.31.2.2 identify the equipment/products and services being proposed; and

3.31.2.3 differentiate equipment/products and services from others.

3.32 New Current Model Equipment/Products: Proposals submitted shall be for new, current model equipment/products and services with the exception of certain close-out products allowed to be offered on the Proposer's "Hot List" described herein.

3.33 Compliance with laws and standards: All items supplied on this Contract shall comply with any current applicable safety or regulatory standards or codes.

3.34 Delivered and operational: Products/equipment offered herein are to be proposed based upon being delivered and operational at the NJPA Member's site. Exceptions to "delivered and operational" must be explicitly disclosed in the "Total Cost of Acquisition" section of your proposal response.

3.35 Warranty: The Proposer warrants that all products, equipment, supplies, and services delivered under this Contract shall be covered by the industry standard or better warranty. All products and equipment should carry a minimum industry standard manufacturer's warranty that includes materials and labor. The Proposer has the primary responsibility to submit product specific warranty as required and

accepted by industry standards. Dealer/Distributors agree to assist the purchaser in reaching a solution in a dispute over warranty's terms with the manufacturer. Any manufacturer's warranty which is effective past the expiration of the warranty will be passed on to the NJPA member. Failure to submit a minimum warranty may result in non-award.

3.36 Additional Warrants: The Proposer warrants all products/equipment and related services furnished hereunder will be free from liens and encumbrances; defects in design, materials, and workmanship; and will conform in all respects to the terms of this RFP including any specifications or standards. In addition, Proposer/Vendor warrants the products/equipment and related services are suitable for and will perform in accordance with the ordinary use for which they are intended.

G. SOLUTIONS BASED SOLICITATION

3.37 NJPA solicitations and contract process will not offer specific specifications for proposers to meet or base your response on. This RFP is a "Solutions Based Solicitation." This means the proposers are asked to understand and anticipate the current and future needs of NJPA and the nationally located NJPA membership base, within the scope of this RFP, and including specifications commonly desired or required by law or industry standards. Your proposal will be evaluated in part on your demonstrated ability to meet or exceed the needs and requirements of NJPA and our member agencies within the defined scope of this RFP.

3.38 NJPA does not typically provide product and service specifications; rather NJPA is requesting an industry standard or accepted specification for the requested product/equipment and services. Where specific line items are specified, those line items should be considered the minimum which can be expanded by the Proposer to deliver the Proposer's "Solution" to NJPA and NJPA Members' needs.

4 INSTRUCTIONS FOR PREPARING YOUR PROPOSAL

A. INQUIRY PERIOD

4.1 The inquiry period shall begin at the date of first advertisement and continue to the "Deadline for Requests." RFP packages shall be distributed to Potential Bidders during the inquiry period. The purpose for the defined "Inquiry Period" is to ensure proposers have enough time to complete and deliver the proposal to our office.

B. PRE-PROPOSAL CONFERENCE

4.2 A non-mandatory pre-proposal conference will be held at the date and time specified in the time line on page one of this RFP. Conference call and web connection information will be sent to all Potential Proposers through the same means employed in their inquiry. The purpose of this conference call is to allow Potential Proposers to ask questions regarding this RFP and hear answers to their own questions and the questions of other Potential Proposers. Only answers issued in writing by NJPA to questions asked before or during the Pre-proposal Conference shall be considered binding.

C. IDENTIFICATION OF KEY PERSONNEL

4.3 Vendor will designate one senior staff individual who will represent the awarded Vendor to NJPA. This contact person will correspond with members for technical assistance, questions or problems that may arise including instructions regarding different contacts for different geographical areas as needed.

4.4 Individuals should also be identified (if applicable) as the primary contacts for the contents of this proposal, marketing, sales, and any other area deemed essential by the Proposer.

D. PROPOSER'S EXCEPTIONS TO TERMS AND CONDITIONS

4.5 Any exceptions, deviations, or contingencies a Proposer may have to the terms and conditions contained herein must be documented on Form C.

4.6 Exceptions, deviations or contingencies stipulated in Proposer's Response, while possibly necessary in the view of the Proposer, may result in disqualification of a Proposal Response.

E. PROPOSAL FORMAT

4.7 It is the responsibility of all Proposers to examine the entire RFP package, to seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a Proposal. Negligence in preparing a Proposal confers no right of withdrawal after the deadline for submission of proposals.

4.8 All proposals must be properly labeled and sent to "The National Joint Powers Alliance®, 202 12th ST NE Staples, MN 56479."

4.9 Format for proposal response: All proposals must be physically delivered to NJPA at the above address in the following form and with all required hard copy documents and signature forms/pages inserted as loose pages at the front of the Vendor's response:

4.9.1 Hard copy original signed, completed, and dated forms C, D, F and hard copy signed signature page only from forms A and P from this RFP;

4.9.2 Hard copies of all addenda issued for the RFP with original counter signed by the Proposer;

4.9.3 Hard copy of Certificate of Insurance verifying the coverage identified in this RFP; and

4.9.4 A complete copy of your response on a CD (Compact Disc) or flash drive. The copy shall contain completed Forms A, B, C, D, F & P, your statement of products and pricing (including apparent discount) together with all appropriate attachments. Everything you send with your hard copy should also be included in the electronic copy. As a public agency, NJPA proposals, responses and awarded contracts are a matter of public record, except for that data included in the proposals, responses and awarded contracts that is classified as nonpublic; thus, pursuant to statute, NJPA policies and RFP terms and conditions, all documentation, except for that data which is nonpublic is available for review by the public through a public records request. If you wish to request that certain information that falls within Minnesota Statute §13.37 be redacted, such request must be made within thirty-days of award/non-award.

4.10 All Proposal forms must be submitted in English and be legible. All appropriate forms must be executed by an authorized signatory of the Proposer. Blue ink is preferred for signatures.

4.11 Proposal submissions should be submitted using the electronic forms provided. If a Proposer chooses to use alternative documents for their response, the Proposer will be responsible for ensuring the content is effectively equal to the NJPA form and the document is in a format readable by NJPA.

4.12 It is the responsibility of the Proposer to be certain the proposal submittal is in the physical possession of NJPA on or prior to the deadline for submission of proposals.

4.12.1 Proposals must be submitted in a sealed envelope or box properly addressed to NJPA and prominently identifying the proposal number, proposal category name, the message "**Hold for Proposal Opening**", and the deadline for proposal submission. NJPA cannot be responsible for late receipt of proposals. Proposals received by the correct deadline for proposal submission will be opened and the name of each Proposer and other appropriate information will be publicly read.

4.13 Corrections, erasures, and interlineations on a Proposer's Response must be initialed by the authorized signer in original ink on all copies to be considered.

4.14 Addendums to the RFP: The Proposer is responsible for ensuring receipt of all addendums to this RFP.

4.14.1 Proposer's are responsible for checking directly with the NJPA website for addendums to this RFP.

4.14.2 Addendums to this RFP can change terms and conditions of the RFP including the deadline for submission of proposals.

F. QUESTIONS AND ANSWERS ABOUT THIS RFP

4.15 Upon examination of this RFP document, Proposer shall promptly notify NJPA of any ambiguity, inconsistency, or error they may discover. Interpretations, corrections and changes to this RFP will be made by NJPA through addendum. Interpretations, corrections, or changes made in any other manner will not be binding and Proposer shall not rely upon such.

4.16 Submit all questions about this RFP, in writing, referencing **"PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES** to Maureen Knight, NJPA 202 12th Street NE, Staples, MN 56479 or RFP@njpacoop.org. Those not having access to the Internet may call Maureen Knight at (218) 895-4114. Requests for additional information or interpretation of instructions to Proposers or technical specifications shall also be addressed to Maureen Knight. NJPA urges Potential Proposers to communicate all concerns well in advance of the deadline to avoid misunderstandings. Questions received less than seven (7) days ending at 4:00 p.m. Central Time of the seventh (7th) calendar day prior to proposal due-date cannot be answered; however, communications permitted include: NJPA issued addenda or potential Vendor withdrawal of their response prior to RFP submission deadline.

4.17 If the answer to a question is deemed by NJPA to have a material impact on other potential proposers or the RFP itself, the answer to the question will become an addendum to this RFP.

4.18 If the answer to a question is deemed by NJPA to be a clarification of existing terms and conditions and does not have a material impact on other potential proposers or the RFP itself, no further documentation of that question is required.

4.19 As used in this solicitation, clarification means communication with a Potential Proposer for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the RFP.

4.20 Addenda are written instruments issued by NJPA that modify or interpret the RFP. All addenda issued by NJPA shall become a part of the RFP. Addenda will be delivered to all Potential Proposers using the same method of delivery of the original RFP material. NJPA accepts no liability in connection with the delivery of said materials. Copies of addenda will also be made available on the NJPA website at www.njpacoop.org by clicking on "Current and Pending Solicitations" and from the NJPA offices. No questions will be accepted by NJPA later than seven (7) days prior to the deadline for receipt of proposals, except Each Potential Proposer shall ascertain prior to submitting a Proposal that it has received all addenda issued, and the Proposer shall acknowledge their receipt in its Proposal Response.

4.21 An amendment to a submitted proposal must be in writing and delivered to NJPA no later than the time specified for opening of all proposals.

G. MODIFICATION OR WITHDRAWAL OF A SUBMITTED PROPOSAL

4.22 A submitted proposal may not be modified, withdrawn or cancelled by the Proposer for a period of ninety (90) days following the date proposals were opened. Prior to the deadline for submission of proposals, any proposal submitted may be modified or withdrawn by notice to the NJPA Contracts and Compliance Manager. Such notice shall be submitted in writing and include the signature of the

Proposer and shall be delivered to NJPA prior to the deadline for submission of proposals and it shall be so worded as not to reveal the content of the original proposal. However, the original proposal shall not be physically returned to the Potential Proposer until after the official proposal opening. Withdrawn proposals may be resubmitted up to the time designated for the receipt of the proposals if they are then fully in conformance with the Instructions to Proposer.

4.23 Examples of Value Added Attributes: Value-Added attributes, products and services are items offered in addition to the products and services being proposed which adds value to those items being proposed. The availability of a contract for maintenance or service after the initial sale, installation, and set-up may, for instance, be “Value Added Services” for products where a typical buyer may not have the ability to perform these functions. The opportunity to indicate value added dimensions and such advancements will be available in the Proposer’s Questionnaire and Proposer’s product and service submittal.

4.24 Value added equipment/products and services and expanded services, as they relate to this RFP, will be given positive consideration in the award selection. Consideration will be given to an expanded selection of “PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES”, and advances to provide equipment/products/services or supplies meeting and/or exceeding today’s industry standards and expectations. A value add would include a program or service that further serves the members needs above and possibly beyond standard expectation and complements the equipment/products/services and training. Value added could include areas of equipment, product and service, sales, ordering, delivery, performance, maintenance, technology, and service that furthers the functionality and effectiveness of the procurement process while remaining within the scope of this RFP.

4.25 Minority, Small Business, and Women Business Enterprise (WMBE) participation: It is the policy of some NJPA Members to involve Minority, Small Business, and WMBE contractors in the process to purchase equipment/products and related services. Vendors should document WMBE status for their organization AND any such status of their affiliates (i.e. Supplier networks) involved in carrying out the activities invited. The ability of a Proposer to provide “Credits” to NJPA and NJPA Members in these subject areas, either individually or through related entities involved in the transaction, will be evaluated positively by NJPA and reflected in the “value added” area of the evaluation. NJPA is committed to facilitating the realization of such “Credits” through certain structuring techniques for transactions resulting from this RFP.

4.26 Environmentally Preferred Purchasing Opportunities: There is a growing trend among NJPA Members to consider the environmental impact of the equipment/products and related services they purchase. “Green” characteristics demonstrated by responding companies will be evaluated positively by NJPA and reflected in the “value added” area of the evaluation. Please identify any Green characteristics of the equipment/products and related services in your proposal and identify the sanctioning body determining that characteristic. Where appropriate, please indicate which products have been certified as “green” and by which certifying agency.

4.27 On-Line Requisitioning systems: When applicable, on-line requisitioning systems will be viewed as a value-added characteristic. Proposer shall include documentation about user interfaces that make on-line ordering easy for NJPA Members as well as the ability to punch-out from mainstream e-Procurement or Enterprise Resource Planning (ERP) systems that NJPA Members may currently utilize.

4.28 Financing: The ability of the Proposer to provide financing options for the products and services being proposed will be viewed as a Value Added Attribute.

H. PROPOSAL OPENING PROCEDURE

4.29 Sealed and properly identified Proposer’s Responses for this RFP entitled “**PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES**” will be received by Maureen

Knight, Contracts and Compliance Manager, at NJPA Offices, 202 12th Street NE, Staples, MN 56479 until the deadline for receipt of, and proposal opening identified on page one of this RFP. **We document the receipt by using an atomic clock; an NJPA employee electronically time and date stamps all Proposals immediately upon receipt.** The NJPA Director of Contracts and Marketing, or Representative from the NJPA Proposal Evaluation Committee, will then read the Proposer's names aloud. A summary of the responses to this RFP will be made available for public inspection in the NJPA office in Staples, MN. A letter or e-mail request is required to receive a complete RFP package. Send or communicate all requests to the attention of Maureen Knight 202 12th Street Northeast Staples, MN 56479 or RFP@njpacoop.org to receive a complete copy of this RFP. Method of delivery needs to be indicated in the request; an email address is required for electronic transmission. Oral, facsimile, telephone or telegraphic Proposal Submissions or requests for this RFP are invalid and will not receive consideration. All Proposal Responses must be submitted in a sealed package. The outside of the package shall plainly identify **"PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES"** To avoid premature opening, it is the responsibility of the Proposer to label the Proposal Response properly.

5 PRICING

5.1 NJPA requests Potential Proposers respond to this RFP only if they are able to offer a wide array of equipment/products and services and at prices lower and better value than what they would ordinarily offer to single government agency, larger school district, or regional cooperative.

5.2 RFP is an Indefinite Quantity Equipment/Products and Related Service Price and Program Request with potential national sales distribution and service. If Proposer's solution requires additional supporting documentation, describe where it can be found in your submission. If Proposer offers the solution in an alternative fashion, describe your solution to be easily understood. All pricing must be copied on a CD or thumb drive along with other requested information as a part of a Proposer's Response.

5.3 Regardless of the payment method selected by NJPA or NJPA Member, a total cost associated with any purchase option of the equipment/products and services and being supplied must always be disclosed at the time of purchase.

5.4 All Proposers will be required to submit "Primary Pricing" in the form of either "Line-Item Pricing," or "Percentage Discount from Catalog Pricing," or a combination of these pricing strategies. Proposers are also encouraged to offer OPTIONAL pricing strategies such as but not limited to "Hot List," "Sourced Product/Equipment" and "Volume Discounts," as well as financing options such as leasing. All pricing documents should include an effective date, preferably in the top right corner of the first page of each pricing document.

A. LINE-ITEM PRICING

5.5 A pricing format where specific individual products and/or services are offered at specific individual Contract prices. Products/equipment and/or related services are individually priced and described by characteristics such as manufacture name, stock or part number, size, or functionality. This method of pricing offers the least amount of confusion as products/equipment and prices are individually identified however, Proposers with a large number of products/equipment to propose may find this method cumbersome. In these situations, a percentage discount from catalog or category pricing model may make more sense and increase the clarity of the contract pricing format.

5.6 All Line-Item Pricing items must be numbered, organized, sectioned, including SKU's (when applicable) and easily understood by the Evaluation Committee and members.

5.7 Submit Line-Item Pricing items in an Excel spreadsheet format and include all appropriate identification information necessary to discern the line item from other line items in each Responder's proposal.

5.8 The purpose for a searchable excel spreadsheet format for Line-Item Pricing is to be able to quickly find any particular item of interest. For that reason, Proposers are responsible for providing the appropriate product and service identification information along with the pricing information which is typically found on an invoice or price quote for such products/equipment and related services.

5.9 All products/equipment and related services typically appearing on an invoice or price quote must be individually priced and identified on the line-item price sheet, including any and all ancillary costs.

5.10 Proposers are asked to provide both a published “List” price as well as a “Proposed Contract Price” in their pricing matrix. Published List price will be the standard “quantity of one” price currently available to government and educational customers excluding cooperative and volume discounts.

B. PERCENTAGE DISCOUNT FROM CATALOG OR CATEGORY

5.11 A specific percentage discount from a Catalog or List price” defined as a published Manufacturer’s Suggested Retail Price (MSRP) for the products/equipment or related services being proposed.

5.12 Individualized percentage discounts can be applied to any number of defined product groupings.

5.13 A Percentage Discount from MSRP may be applied to all elements identified in MSRP including all Manufacturer Options applicable to the equipment/products or related services.

5.14 When a Proposer elects to use “Percentage Discount from Catalog or Category,” Proposer will be responsible for providing and maintaining current published MSRP with NJPA and must be included in their proposal and provided throughout the term of any Contract resulting from this RFP.

C. COST PLUS A PERCENTAGE OF COST

5.15 Cost plus a percentage of cost as a primary pricing mechanism is not desirable.

D. HOT LIST PRICING

5.16 Where applicable, a Vendor may opt to offer a specific selection of products/services, defined as Hot List pricing at greater discounts or related advantages than those listed in the standard Contract pricing. All product/service pricing, including the Hot List Pricing, must be submitted electronically provided in Excel format. Hot List pricing must be submitted in a Line-Item format. Equipment/products and related services may be added or removed from the “Hot List” at any time through an NJPA Price and Product Change Form.

5.17 Hot List program and pricing when applicable may also be used to discount and liquidate close-out and discontinued equipment/products and related services as long as those close-out and discontinued items are clearly labeled as such. Current ordering process and administrative fees apply. This option must be published and made available to all NJPA Members.

E. CEILING PRICE

5.18 Proposal pricing is to be established as a ceiling price. At no time may the proposed equipment/products and related services be offered pursuant to this Contract at prices above this ceiling price without request and approval by NJPA. Contract prices may be reduced to allow for volume considerations and commitments and to meet the specific and unique needs of an NJPA Member.

5.19 Allowable specific needs may include competitive situations, certain purchase volume commitments or the creation of custom programs based on the individual needs of NJPA Members.

F. VOLUME PRICE DISCOUNTS / ADDITIONAL QUANTITIES

5.20 Proposers are free to offer volume commitment discounts from the contract pricing documented in a Contract resulting from this RFP. Volume considerations shall be determined between the Vendor and individual NJPA Members on a case-by-case basis.

5.21 Nothing in this Contract establishes a favored member relationship between the NJPA or any NJPA Member and the Vendor. The Vendor will, upon request by NJPA Member, extend this same reduced price offered or delivered to another NJPA Member provided the same or similar volume commitment, specific needs, terms, and conditions, a similar time frame, seasonal considerations, locations, competitively situations and provided the same manufacturer support is available to the Vendor.

5.22 All price adjustments are to be offered equally to all NJPA Members exhibiting the same or substantially similar characteristics such as purchase volume commitments, and timing including the availability of special pricing from the Vendor's suppliers.

5.23 The contract awarded vendor will accept orders for additional quantities at the same prices, terms and conditions, providing the NJPA Member exercises the option before a specific date, mutually agreed upon between member and contract awarded vendor at time of original purchase order. Any extension(s) of pricing beyond the specific date shall be upon mutual consent between the NJPA Member and the contract awarded vendor.

G. TOTAL COST OF ACQUISITION

5.24 The Total Cost of Acquisition for the equipment/products and related services being proposed, including those payable by NJPA Members to either the Proposer or a third party is the cost of the proposed equipment/products product/equipment and related services delivered and operational for its intended purpose in the end-user's location. For example, if you are proposing equipment/products FOB Proposer's dock., your proposal should identify your deviation from the "Total Cost of Acquisition" of contracted equipment/products. The Proposal should reflect that the "contract does not provide for delivery beyond Proposer's dock, nor any set-up activities or costs associated with those delivery or set-up activities." In contrast, proposed terms including all costs for product/equipment and services delivered and operational at to the end-user's location would require a disclosure of "None."

H. SOURCED PRODUCT/EQUIPMENT / OPEN MARKET ITEMS

5.25 A Sourced Good or an Open Market Item is a product that a member wants to buy under contract that is not currently available under the Vendor's NJPA contract. This method of procurement can be satisfied through a contract sourcing process. Sourcing options serve to provide a more complete contract solution to meet our members' needs. Sourced items are generally deemed incidental to the total transaction or purchase of contract items.

5.26 NJPA or NJPA Members may request product/equipment and/or related services that are within the related scope of this RFP, which are not included in an awarded Vendor's line-item product/equipment and related service list or catalog. These items are known as Sourced Product/Equipment or Open Market Items.

5.27 An awarded Vendor resulting from this RFP may "Source" equipment/products and related services for NJPA or an NJPA Member to the extent they:

5.27.1 Identify all such equipment, products and services as "Sourced Products/Equipment " or "Open Market Items" on any quotation issued in reference to an NJPA awarded contract, and provided to either NJPA or an NJPA Member; and

5.27.2 Follow all applicable acquisition regulations pertaining to the purchase of such equipment, products and services, as defined by NJPA or NJPA Member receiving quotation from Vendor; and

5.27.3 Ensure NJPA or the NJPA Member has determined the prices as quoted by the Vendor for such equipment, products and services are deemed to be fair and reasonable and are acceptable to the member/buyer; and

5.27.4 Identify all product/equipment sourced as a part of an NJPA contract purchase with all required NJPA reporting and fees applying.

5.28 Cost plus a percentage is an option in pricing of sourced goods.

I. PRODUCT & PRICE CHANGES

5.29 Requests for equipment/products or service changes, additions or deletions will be allowed at any time throughout the awarded contract term. All requests must be made in written format by completing the NJPA Price and Product Change Request Form (located at the end of this RFP and on the NJPA website) and signature of an authorized Vendor employee. All changes are subject to review and approval by the NJPA Contracts & Compliance Manager, signed in acceptance by the NJPA Executive Director and acknowledged by the NJPA Contract Council. Submit request via email to your Contract Manager and PandP@njpacoop.org.

5.30 NJPA's due diligence in analyzing any request for change is to determine if approval of the request is: 1) within the scope of the original RFP and 2) in the "Best Interests of NJPA and NJPA Members." A signed Price and Product Change form will be returned to vendor contact via email.

5.31 Vendor must complete this change request form and individually list or attach all items or services subject to change, provide sufficiently detailed explanation and documentation for the change, and include a complete restatement of pricing document in appropriate format (preferably Excel). The pricing document must identify all equipment/products and services being offered and must conform to the following NJPA product/price change naming convention: (Vendor Name) (NJPA Contract #) (effective pricing date); for example, "COMPANY 012411-CPY eff 02-12-2013."

5.32 New pricing restatement must include all equipment/products and services offered regardless of whether their prices have changed and include a new "effective date" on the pricing documents. This requirement reduces confusion by providing a single, current pricing sheet for each vendor and creates a historical record of pricing.

5.33 ADDITIONS. New equipment/products and related services may be added to a contract if such additions are within the scope of the RFP. New equipment/products and related services may be added to a Contract resulting from this RFP at any time during that Contract to the extent those equipment/products and related services are within the scope of this RFP. Those requests are subject to review and approval of NJPA. Allowable new equipment/products and related services generally include new updated models of equipment/products and related services and or enhanced services previously offered which could reflect new technology and improved functionality.

5.34 DELETIONS. New equipment/products and related services may be deleted from a contract if an item or service is no longer available and thus not relevant to the contract; for example, discontinued, improved, etc.

5.35 PRICE CHANGES: Request prices changes in general terms along with the justification by product category for the change; for example, a 3% increase in XYZ Product Line is due to a 3% increase in petroleum, or this list of SKUs/ product descriptions is increasing X% due to X% increase in cost of raw materials.

5.35.1 *Price decreases:* NJPA expects Vendors to propose their very best prices and anticipates price reductions are due to advancement of technologies and market place efficiencies.

5.35.2 *Price increases:* Typical acceptable increase requests include increases to Vendor input costs such as petroleum or other applicable commodities, increases in product utility of new compared to old equipment/product or service, etc. Vendor must include reasonable documentation for the claims cited in their request along with detailed justification for why the increase is needed. Special details for price changes must be included with the request along with both current and proposed pricing. Appropriate documentation should be attached to this form, including letters from suppliers announcing price increases. Price increases will not exceed industry standard.

5.36 Submit the following documentation to request a pricing change:

5.36.1 Signed NJPA Price and Product Change Form

5.36.2 Single Statement of Pricing Excel spreadsheet identifying all equipment/products and services being offered and their pricing. Each complete pricing list will be identified by its “Effective Date.” Each successive price listing identified by its “Effective Date” will create a “Product and Price History” for the Contract. Each subsequent pricing update will be saved using the naming convention of “(Vendor Name) pricing effective XX/XX/XXXX.”

5.36.2.1 Include all equipment/products and services regardless of whether their prices have changed. By observing this convention we will:

5.36.2.1.1 Reduce confusion by providing a single, easy to find, current pricing sheet for each Vendor.

5.36.2.1.2 Create a historical record of pricing.

5.37 NJPA reserves the right to review additional catalogs being proposed as additions or replacements to determine if the represented products and services reflect and relate to the scope of this RFP. Each new catalog received may have the effect of adding new product offerings and deleting products no longer carried by the Vendor. New catalogs shall apply to the Contract only upon approval of the NJPA. Non-approved use of catalogs may result in termination for convenience. New price lists or catalogs found to be offering non-contract items during the Contract may be grounds for terminating the Contract for convenience.

5.38 Proposers representing multiple manufacturers, or carrying multiple related product lines may also request the addition of new manufacturers or product lines to their Contract to the extent they remain within the scope of this RFP.

5.39 Proposers may use the multiple tabs available in an Excel workbook to separately list logical product groupings or to separately list product and service pricing as they see fit.

5.40 All equipment/products and services together with their pricing, whether changed within the request or remaining unchanged, will be stated on each “Pricing” sheet created as a result of each request for product, service, or pricing change.

5.41 Each subsequent “Single Statement of Product and Pricing” will be archived by its effective date therefore creating a product and price history for any Contract resulting from this RFP. Proposers are required to create a historical record of pricing annually by submitting updated pricing referred to as a “Single Statement of Product/Equipment and Related Services Contract Price Update”. This pricing update is required at a minimum of once per contract year.

J. PAYMENT TERMS

5.42 Payment terms will be defined by the Proposer in the Proposer's Response. Proposers are encouraged to offer payment terms through P Card services if applicable.

5.43 If applicable, identify any leasing programs available to NJPA and NJPA Members as part of your proposal. Proposers should submit an example of the lease agreement to be used and should identify:

5.43.1 General leasing terms such as:

5.43.1.1 The percentage adjustment over/under an index rate used in calculating the internal rate of return for the lease; and

5.43.1.2 The index rate being adjusted; and

5.43.1.3 The "Purchase Option" at lease maturity (\$1, or fair market value); and

5.43.1.4 The available term in months of lease(s) available.

5.43.2 Leasing company information such as:

5.43.2.1 The name and address of the leasing company; and

5.43.2.2 Any ownership, common ownership, or control between the Proposer and the Leasing Company.

K. SALES TAX

5.44 Sales and other taxes shall not be included in the prices quoted. Vendor will charge state and local sales and other taxes on items for which a valid tax exemption certification has not been provided. Each NJPA Member is responsible for providing verification of tax exempt status to the Vendor. When ordering, NJPA Members must indicate that they are tax exempt entities. Except as set forth herein, no party shall be responsible for taxes imposed on another party as a result of or arising from the transactions contemplated by a Contract resulting from this RFP.

L. SHIPPING

5.45 NJPA desires an attractive freight program. A shipping program for material only proposals, or sections of proposals, must be defined as a part of the cost of equipment/products. If shipping is charged to NJPA or NJPA Member, only the actual cost of delivery may be added to an invoice. Shipping charges calculated as a percentage of the product price may not be used, unless such charges are lower than actual delivery charges. COD orders will be accepted if both parties agree. It is desired that delivery be made within ninety-days (90) of receipt of the Purchase Order.

5.46 Selection of a carrier for shipment or expedited shipping will be the option of the party paying for said shipping. Use of another carrier will be at the expense of the party who requested.

5.47 Proposers must define their shipping programs for Alaska and Hawaii and any location not served by conventional shipping services. Over-size and over-weight items and shipments may be subject to custom freight programs.

5.48 All shipping and re-stocking fees must be identified in the price program. Certain industries providing made to order product/equipment may not allow returns. Proposers will be evaluated based on the relative flexibility extended to NJPA and NJPA Members relating to those subjects.

5.49 Proposer agrees shipping errors will be at the expense of the Vendor.

5.50 Delivery effectiveness is very important aspect of this Contract. If completed deliveries are not made at the time agreed, NJPA or NJPA Member reserves the right to cancel and purchase elsewhere and hold Vendor accountable. If delivery dates cannot be met, Vendor agrees to advise NJPA or NJPA Member of the earliest possible shipping date for acceptance by NJPA or NJPA Member.

5.51 Delivered products/equipment must be properly packaged. Damaged equipment/products will not be accepted, or if the damage is not readily apparent at the time of delivery, the equipment/products shall be returned at no cost to NJPA or NJPA Member. NJPA and NJPA Members reserve the right to inspect the equipment/products at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the equipment/products at the time of delivery.

5.52 Vendor shall deliver Contract conforming products/equipment in each shipment and may not substitute products/equipment without approval from NJPA or the NJPA Member.

5.53 NJPA reserves the right to declare a breach of Contract if the Vendor intentionally delivers substandard or inferior equipment/products which are not under Contract and described in its paper or electronic price lists or sourced upon request to any member under this Contract. In the event of the delivery of non-conforming equipment/products, NJPA Member will notify the Vendor as soon as possible and the Vendor will replace non-conforming equipment/products with conforming equipment/products acceptable to the NJPA member.

5.54 Throughout the term of the Contract, Proposer agrees to pay for return shipment on equipment/products that arrives in a defective or inoperable condition. Proposer must arrange for the return shipment of damaged equipment/products.

5.55 Vendor may not substitute equipment/products unless agreed to by both parties.

5.56 Unless contrary to other parts of this solicitation, if the product/equipment or the tender of delivery fail in any respect to conform to this Contract, the purchasing member may: 1) reject the whole, 2) accept the whole or 3) accept any commercial unit or units and reject the rest.

6 EVALUATION OF PROPOSALS

A. PROPOSAL EVALUATION PROCESS

6.1 The NJPA Proposal Evaluation Committee will evaluate proposals received based on a 1,000 point evaluation system. The Committee establishes both the evaluation criteria and designates the relative importance of those criteria by assigning possible scores for each category on Form G of this RFP.

6.2 NJPA shall use a final overall scoring system to include consideration for best price and cost evaluation. NJPA reserves the right to assign any number of point awards or penalties it considers warranted if a Proposer stipulates exceptions, exclusions, or limitations of liabilities. Strong consideration will be given to the best price as it relates to the quality of the product and service. However, price is ultimately only one of the factors taken into consideration in the evaluation and award.

6.3 Responses will be evaluated first for responsiveness and thereafter for content. The NJPA Board of Directors will make awards to the selected Proposer(s) based on the recommendations of the Proposal

Evaluation Committee. To qualify for the final evaluation, a Proposer must have been deemed responsive as a result of the criteria set forth under “Proposer Responsiveness.”

B. PROPOSER RESPONSIVENESS

6.4 All responses are evaluated for level one level 2 responsiveness. If a response does not reasonably and substantially conform to all the terms and conditions in the solicitation or it requests unreasonable exceptions, it may be considered non-responsive.

6.5 All proposals must contain answers or responses to the information requested in the proposal forms. The following items constitute the test for “Level One Responsiveness” and are determined on the proposal opening date. If these are not received, your response may be disqualified as non-responsive.

6.6 Level One Responsiveness includes:

- 6.6.1** received prior to the deadline for submission or it will be returned unopened;
- 6.6.2** properly addressed and identified as a sealed proposal with a specific opening date and time;
- 6.6.3** the required certificate of liability insurance, pricing document (with apparent discounts), answer to the level of discount (Form P, question 19) and all forms fully completed even if “not applicable” is the answer;
- 6.6.4** original signed, completed and dated RFP forms C, D, and F hard copy signed signature page Only from forms A and P from this RFP and if applicable, all counter signed addenda issued in relation to this RFP;
- 6.6.5** an electronic copy (CD or flash drive) of the entire response; and
- 6.6.6** falls within the scope as determined by the NJPAs Proposal Evaluation Committee.

6.7 “Level Two” responsiveness is determined through the evaluation of the remaining items listed under Proposal Evaluation Criteria below. These items are not arranged in order of importance and each item may encompass multiple areas of information requested. Any questions not answered will result in a loss of points from relevant Form G criteria and may lead to non-award if too many areas are unanswered resulting in the inability for evaluation team to effectively review your response.

C. PROPOSAL EVALUATION CRITERIA

6.8 Evaluation Criteria: Forms A and P includes a series of questions encompassing, but not limited to, the following categories:

- 6.8.1** Company Information & Financial Strength
- 6.8.2** Industry Requirements & Marketplace Success
- 6.8.3** Ability to Sell & Deliver Service Nationwide
- 6.8.4** Marketing Plan
- 6.8.5** Other Cooperative Procurement Contracts
- 6.8.6** Value Added Attributes
- 6.8.7** Payment Terms & Financing Options
- 6.8.8** Warranty

6.8.9 Equipment/Products/Services

6.8.10 Pricing & Delivery

6.8.11 Industry Specific Items

6.9 Evaluation of each Proposer's Response will take into consideration as a minimum response but not necessarily limited to these items.

D. OTHER CONSIDERATION

6.10 The Proposer is required to have extensive knowledge and at least three (3) years of experience with the related activities surrounding the selling of the equipment/products and/or related services.

6.11 NJPA reserves the right to accept or reject newly formed companies solely based on information provided in the proposal and/or its own investigation of the company.

6.12 If a manufacturer or supplier chooses not to produce or supply a full selection and representation of product/equipment and related services it has available which fall within the scope of this RFP, such action will be considered sufficient cause to reduce evaluation points.

6.13 NJPA reserves the right to request and test equipment/products and related services from the apparent successful Proposer. Prior to the award of the Contract, the apparent successful Proposer, if requested by NJPA, shall furnish current information and data regarding the Proposer's resources, personnel, and organization within three (3) days.

6.14 Past performance information is relevant information regarding a Proposer's actions under previously awarded contracts to schools, local, state, and governmental agencies and non-profit agencies. It includes the Proposer's record of conforming to specifications and standards of good workmanship. The Proposer's history for reasonable and cooperative behavior and commitment to member satisfaction shall be under evaluation. Ultimately, Past Performance Information can be defined as the Proposer's businesslike concern for the interests of the NJPA Member.

6.15 NJPA shall reserve the right to reject any or all proposals.

E. COST COMPARISON

6.16 NJPA uses a variety of evaluation methodologies, including but not limited to a cost comparison of specific and deemed to be like equipment/products. NJPA reserves the right to use this process in the event the Proposal Evaluation Committee feels it is necessary to make a final determination.

6.17 This process will be based on a point system with points being awarded for being low to high Proposer for each cost evaluation item selected. A "Market Basket" of identical (or substantially similar) equipment/products and related services may be selected by the NJPA Evaluation Committee and the unit cost will be used as a basis for determining the point value. The "Market Basket" will be selected by NJPA from all product categories as determined appropriate by NJPA.

F. MARKETING PLAN

6.18 A key element of an NJPA awarded a contract will be based on your marketing response to this solicitation. An awarded Vendor's sales force will be the primary source of communication to the customers and NJPA members directly relating to the contract success. Success in marketing is dependent on delivery of messaging and communication relating to the contract value, knowledge of contract, proper use and the delivery of contracted equipment/products and related services to the end user. Much of the success and sales reward is a direct result of the

commitment to the Contract by the vendor and sales teams. NJPA reserves the right to deem a proposer non-responsive or to not award based on an unacceptable or incomplete marketing plan

6.19 NJPA marketing expectations include:

6.19.1 Vendors ability to demonstrate the leveraging of a national sales force and/or dealer network. Vendors must demonstrate the ability to sell, service and deliver products and equipment through acceptable distribution channels to customers and NJPA members in all 50 states. Demonstrate fully the sales and service capabilities of your company through your response; outline Vendor's national sales force network in terms of numbers and geographic location and method of distribution of the equipment/products and related services. Service may be independent of the equipment/product sales pricing but is encouraged to be a part of your response and contract.

6.19.2 Vendor is invited to demonstrate the ability to successfully market, promote and communicate the opportunity of an NJPA contract to current and potential members nationwide. NJPA desires a marketing plan that communicates the value of the contract to members.

6.19.3 Vendor is expected to be receptive to NJPA sales trainings. Vendor shall provide a venue for appropriate personnel from both management and the sales force who will be trained. NJPA commits to providing contract sales training and awareness regarding all aspects of communicating the value of the contract itself including: the authority of NJPA to offer the contract to its Members, value and utility the contract delivers to NJPA Members, scope of NJPA Membership, authority of NJPA Members to utilize NJPA procurement contracts, marketing and sales methods, and overall vertical strategies.

6.19.4 Vendor is expected to demonstrate the intent to a commit to full embracement of the NJPA contract. Identify the appropriate levels of sales management and sales force that will need to understand the value of and the internal procedures necessary, to deliver the NJPA contract solution and message to NJPA and NJPA Members. NJPA shall provide a general schedule and a variety of methods surrounding when and how those individuals will be trained.

6.19.5 Vendor will outline their proposed involvement in the promotion of a contract resulting from this RFP through applicable industry trade show exhibits and related customer meetings. Proposers are encouraged to consider participation with NJPA at NJPA embraced national trade shows.

6.19.6 Vendor must exhibit the willingness and ability to actively market and develop contract specific marketing materials including, but not limited to:

6.19.6.1 Complete Marketing Plan. Proposer shall submit a marketing plan outlining how the Vendor will launch the NJPA contract to current and potential NJPA Members. NJPA requires the Awarded Vendors to embrace and actively promote the Contract in cooperation with the NJPA.

6.19.6.2 Printed Marketing Materials. Proposer will initially produce and thereafter maintain full color print advertisements in camera ready electronic format including company logo and contact information to be used in the NJPA directory and other approved marketing publications.

6.19.6.3 Contract announcements and advertisements. Proposer will outline in the marketing plan their anticipated contract announcements, advertisements in industry periodicals and other direct or indirect marketing activities promoting the awarded NJPA contract.

6.19.6.4 Proposer's Website. Proposer will identify how an Awarded Contract will be displayed and linked on the Proposer's website. An on-line shopping experience for NJPA Members is desired when applicable.

6.19.7 An NJPA Vendor Contract Launch will be scheduled during a reasonable time frame after the award and held at the NJPA office in Staples, MN.

6.20 Proposer shall identify their commitment to develop a sales/communication process to facilitate NJPA membership and establish status of current and potential agencies/members. Proposer should further express their commitment to capturing sufficient member information as is deemed necessary by NJPA.

G. CERTIFICATE OF INSURANCE

6.21 Vendors shall provide evidence of liability insurance coverage identified below in the form of a Certificate of Insurance or an ACCORD binder form with their proposal. Upon Award issued pursuant to this contract and prior to the execution of any commerce relating to such award, Vendor will be responsible for providing verification, in the form of a Certificate of Insurance identifying the coverage required below and identifying NJPA as a "Certificate Holder." Vendor will be responsible to maintain such insurance coverage at their own expense throughout the term of any contract resulting from this solicitation.

6.22 Any exceptions and/or assumptions to the insurance requirements **must** be identified on **Attachment C**. Exceptions and/or assumptions will be taken into consideration as part of the evaluation process; however, vendors must be specific. If vendors do not specify any exceptions and/or assumptions at time of proposal submission, NJPA will not consider any additional exceptions and/or assumptions during negotiations. Upon contract award, the successful vendor **must** provide the Certificate of Insurance identifying the coverage as specified.

6.23 Insurance Liability Limits: The awarded vendor must maintain, for the duration of its contract, \$1.5 million in General Liability insurance coverage or General Liability insurance in conjunction with an Umbrella for a total combined coverage of \$1.5 million. Work on the contract shall not begin until after the awarded vendor has submitted acceptable evidence of the required insurance coverage. Failure to maintain any required insurance coverage or acceptable alternative method of insurance will be deemed a breach of contract.

6.23.1 Minimum Scope and Limits of Insurance: Vendor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

6.23.1.1 Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability and XCU coverage.

6.23.1.2 Each Occurrence

\$1,500,000

6.24 Insurance Requirements: The limits listed herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. NJPA in no way warrants that the minimum limits contained herein are sufficient to protect the Vendor from liabilities that might arise out of the performance of the work under this Contract by the Vendor, his agents, representatives, employees or subcontractors and Vendor is free to purchase additional insurance as may be determined necessary.

6.25 Acceptability of Insurers: Insurance is to be placed with insurers duly licensed or authorized to do business in the State of Minnesota and with an “A.M. Best” rating of not less than A- VII. NJPA in no way warrants that the above required minimum insurer rating is sufficient to protect the Vendor from potential insurer solvency.

6.26 Subcontractors: Vendors’ certificate(s) shall include all subcontractors as additional insureds under its policies **or** Vendor shall furnish to NJPA separate certificates for each subcontractor. All coverage for subcontractors shall be subject to the minimum requirements identified above.

H. ORDER PROCESS AND/OR FUNDS FLOW

6.27 Please propose an order process and funds flow. The Business-to-Government order process and/or funds flow model involves NJPA Members issuing Purchase Orders directly to a Vendor and pursuant to a Contract resulting from this RFP. Administrative fees may also be used for purposes as allowed by Minnesota State Law and approved by the Board of Directors.

6.28 Additional Terms and Conditions can be added at the PO level if both Vendor and Member agree.

I. ADMINISTRATIVE FEES

6.29 Proposer agrees to authorize and/or allow for an administrative fee payable to NJPA by an Awarded Vendor in exchange for its facilitation and marketing of a Contract resulting from this RFP to current and potential NJPA Members. This Administration Fee shall be:

6.29.1 Calculated as a percentage of the dollar volume of all equipment/products and services provided to and purchased by NJPA Members or calculated as reasonable and acceptable method applicable to the contracted transaction; and

6.29.2 Included in, and not added to, the pricing included in Proposer’s Response to the RFP; and

6.29.3 Designed to offset the anticipated costs of NJPA’s involvement in contract management, facilitating marketing efforts, Vendor training, and any order processing tasks relating to the Contract resulting from this RFP. Administrative fees may also be used for other purposes as allowed by Minnesota law. Administrative fees may also be used for other purposes as allowed by Minnesota law.

6.29.4 Typical administrative fees for a B-TO-G order process and funds flow is 2.0%. NJPA does not mandate a specific fee percentage, we merely state that 2% is a typical fee across our contracts. The administrative fee percent varies among vendors, industries and responses.

6.29.5 NJPA awarded contract holder is responsible for the Administrative Fee and related reporting.

6.30 The opportunity to propose these factors and an appropriate administrative fee is available in the Proposer’s Questionnaire Form P.

J. VALUE ADDED

6.31 Examples of Value Added Attributes: Value-Added attributes, products and services are items offered in addition to the products and services being proposed which adds value to those items being proposed. The availability of a contract for maintenance or service after the initial sale, installation, and set-up may, for instance, be “Value Added Services” for products where a typical buyer may not have the ability to perform these functions.

6.32 Where to document Value Added Attributes: The opportunity to indicate value added dimensions and such advancements will be available in the Proposer's Questionnaire and Proposer's product and service submittal.

6.33 Value added equipment/products and services and expanded services, as they relate to this RFP, will be given positive consideration in the award selection. Consideration will be given to an expanded selection of "PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES", and advances to provide products/services, supplies meeting and/or exceeding today's industry standards and expectations. A value add would include a program or service that further serves the members needs above and possibly beyond standard expectation and complements the equipment/products and services and training. Value added could include areas of product and service, sales, ordering, delivery, performance, maintenance, technology, and service that furthers the functionality and effectiveness of the procurement process while remaining within the scope of this RFP.

6.34 Minority, Small Business, and Women Business Enterprise (WMBE) participation: It is the policy of some NJPA Members to involve Minority, Small Business, and WMBE contractors in the process to purchase product/equipment and related services. Vendors should document WMBE status for their organization AND any such status of their affiliates (i.e. Supplier networks) involved in carrying out the activities invited. The ability of a Proposer to provide "Credits" to NJPA and NJPA Members in these subject areas, either individually or through related entities involved in the transaction, will be evaluated positively by NJPA and reflected in the "value added" area of the evaluation. NJPA is committed to facilitating the realization of such "Credits" through certain structuring techniques for transactions resulting from this RFP.

6.35 Environmentally Preferred Purchasing Opportunities: There is a growing trend among NJPA Members to consider the environmental impact of the equipment/products and related services they purchase. "Green" characteristics demonstrated by responding companies will be evaluated positively by NJPA and reflected in the "value added" area of the evaluation. Please identify any Green characteristics of the product/equipment and related services in your proposal and identify the sanctioning body determining that characteristic. Where appropriate, please indicate which products have been certified as "green" and by which certifying agency.

6.36 On-Line Requisitioning systems: When applicable, on-line requisitioning systems will be viewed as a value-added characteristic. Proposer shall include documentation about user interfaces that make on-line ordering easy for NJPA Members as well as the ability to punch-out from mainstream e-Procurement or Enterprise Resource Planning (ERP) systems that NJPA Members may currently utilize.

6.37 Financing: The ability of the Proposer to provide financing options for the products and services being proposed will be viewed as a Value Added Attribute.

6.38 Technology: Technological advances, increased efficiencies, expanded service and other related improvements beyond today's NJPA member's needs and applicable standards.

K. WAIVER OF FORMALITIES

6.39 NJPA reserves the right to waive any minor formalities or irregularities in any proposal and to accept proposals, which, in its discretion and according to the law, may be in the best interest of its members.

7 POST AWARD OPERATING ISSUES

A. SUBSEQUENT AGREEMENTS

7.1 Purchase Order. Purchase Orders for equipment/products and/or related services may be executed between NJPA or NJPA Members (Purchaser) and awarded Vendor(s) or Vendor's sub-contractors pursuant to this invitation and any resulting Contract. NJPA Members are instructed to identify on the

face of such Purchase Orders that “This purchase order is issued pursuant to NJPA procurement contract #XXXXXX.” A Purchase Order is an offer to purchase product/equipment and related services at specified prices by NJPA or NJPA Members pursuant to a Contract resulting from this RFP. Purchase Order flow and procedure will be developed jointly between NJPA and an Awarded Vendor after an award is made.

7.2 Governing Law. Purchase Orders shall be construed in accordance with, and governed by, the laws of a competent jurisdiction with respect to the purchaser. Each and every provision of law and clause required by law to be included in the Purchase Order shall be read and enforced as though it were included. If through mistake or otherwise any such provision is not included, or is not currently included, then upon application of either party the Contract shall be physically amended to make such inclusion or correction. The venue for any litigation arising out of disputes related to Purchase Order(s) shall be a court of competent jurisdiction to the Purchaser.

7.3 Additional Terms and Conditions. Additional terms and conditions to a Purchase Order may be proposed by NJPA, NJPA Members, or Vendors. Acceptance of these additional terms and conditions is OPTIONAL to all parties to the Purchase Order. The purpose of these additional terms and conditions is to formally introduce job or industry specific requirements of law such as prevailing wage legislation. Additional terms and conditions can include specific local policy requirements and standard business practices of the issuing Member. Said additional terms and conditions shall not interfere with the general purpose, intent or currently established terms and conditions contain in this RFP document.

7.4 Specialized Service Requirements. In the event service requirements or specialized performance requirements such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements not addressed in the Contract resulting from this RFP, NJPA Member and Vendor may enter into a separate, standalone agreement, apart from a Contract resulting from this RFP. Any proposed service requirements or specialized performance requirements require pre-approval by Vendor. Any separate agreement developed to address these specialized service or performance requirements is exclusively between the NJPA Member and Vendor. NJPA, its agents, Members and employees shall not be made party to any claim for breach of such agreement. Product sourcing is not considered a service. NJPA Members will need to conduct procurements for any specialized services not identified as a part or within the scope of the awarded Contract.

7.5 Performance Bond. At the request of the member, a Vendor will provide all performance bonds typically and customarily required in their industry. These bonds will be issued pursuant to the requirements of Purchase Orders for product/equipment and related services. If a purchase order is cancelled for lack of a required performance bond by the member agency, it shall be the recommendation of NJPA that the current pending Purchase Order be canceled. Each member has the final decision on Purchase Order continuation. ANY PERFORMANCE BONDING REQUIRED BY THE MEMBER OR CUSTOMER STATE LAWS OR LOCAL POLICY IS TO BE MUTUALLY AGREED UPON AND SECURED BETWEEN THE VENDOR AND THE CUSTOMER/MEMBER.

B. NJPA MEMBER SIGN-UP PROCEDURE

7.6 Awarded Vendors will be responsible for familiarizing their sales and service forces with the various forms of NJPA Membership documentation and shall encourage and assist potential Members in establishing Membership with NJPA. NJPA membership is at no cost, obligation or liability to the Member or the Vendor.

C. REPORTING OF SALES ACTIVITY

7.7 A report of the total gross dollar volume of all equipment/products and related services purchased by NJPA Members as it applies to this RFP and Contract will be provided quarterly to NJPA. The form and content of this reporting will provided by NJPA to include, but not limited to, name and address of purchasing agency, member number, amount of purchase, and a description of the items purchased.

7.7.1 Zero sales reports: Awarded Vendors are responsible for providing a quarterly sales report of contract sales every quarter regardless of the existence or amount of sales.

D. AUDITS

7.8 No more than once per calendar year during the Contract term, Vendor may be required to make available to NJPA the invoice reports and/or invoice documents from Vendor pertaining to all invoices sent by Vendor and all payments made by NJPA members for all equipment/products and related services purchased under the awarded Contract. NJPA must provide written notice of exercise of this requirement with no less than fourteen (14) business days' notice. NJPA may employ an independent auditor or NJPA may choose to conduct such audit on its own behalf. Upon approval and after the auditor has executed an appropriate confidentiality agreement, Vendor will permit the auditor to review the relevant Vendor documents. NJPA shall be responsible for paying the auditor's fees. The parties will make every reasonable effort to fairly and equitably resolve discrepancies to the satisfaction of both parties. Vendor agrees that the NJPA may audit their records with a reasonable notice to establish total compliance and to verify prices charged under of the Contract are being met. Vendor agrees to provide verifiable documentation and tracking in a timely manner.

E. HUB PARTNER

7.9 Hub Partner: NJPA Members may request to be served through a "Hub Partner" for the purposes of complying with a Law, Regulation, or Rule to which that individual NJPA Member deems to be applicable in their jurisdiction. Hub Partners may bring value to the proposed transactions through consultancy, Disadvantaged Business Entity Credits or other considerations.

7.10 Hub Partner Fees: Fees, costs, or expenses from this Hub Partner levied upon a transaction resulting from this contract, shall be payable by the NJPA Member. The fees, costs, or expenses levied by the Hub Vendor must be clearly itemized in the transaction; and to the extent that the Vendor stands in the chain of title during a transaction resulting from this RFP, the documentation shall be documented to show it is "Executed for the Benefit of [NJPA Member Name]."

F. TRADE-INS

7.11 The value in US Dollars for Trade-ins will be negotiated between NJPA or an NJPA Member, and an Awarded Vendor. That identified "Trade-In" value shall be viewed as a down payment and credited in full against the NJPA purchase price identified in a purchase order issued pursuant to any Awarded NJPA procurement contract. The full value of the trade-in will be consideration.

G. OUT OF STOCK NOTIFICATION

7.12 Vendor shall immediately notify NJPA members upon receipt of order(s) when an out-of-stock occurs. Vendor shall inform the NJPA member regarding the anticipated date of availability for the out-of-stock item(s), and may suggest equivalent substitute(s). The ordering organization shall have the option of accepting the suggested equivalent substitute, or canceling the item from the order. Under no circumstance is Proposer permitted to make unauthorized substitutions. Unfilled or substituted item(s) shall be indicated on the packing list.

H. TERMINATION OF CONTRACT RESULTING FROM THIS RFP

7.13 NJPA reserves the right to cancel the whole or any part of a resulting Contract due to failure by the Vendor to carry out any obligation, term or condition as described in the below procedure. Prior to any termination for cause, the NJPA will provide written notice to the Vendor, opportunity to respond and opportunity to cure. Some examples of material breach include, but are not limited to:

- 7.13.1** The Vendor provides products/equipment or related services that does not meet reasonable quality standards and is not remedied under the warranty;
- 7.13.2** The Vendor fails to ship the products/equipment or related services or provide the delivery and services within a reasonable amount of time;
- 7.13.3** NJPA has reason to believe the Vendor will not or cannot perform to the requirements or expectations of the Contract and issues a request for assurance and Vendor fails to respond;
- 7.13.4** The Vendor fails to observe any of the material terms and conditions of the Contract;
- 7.13.5** The Vendor fails to follow the established procedure for purchase orders, invoices and/or receipt of funds as established by the NJPA and the Vendor in the Contract.
- 7.13.6** The Vendor fails to report quarterly sales;
- 7.13.7** The Vendor fails to actively market this Contract within the guidelines provided in this RFP and the expectations of NJPA defined in the NJPA Contract Launch.
- 7.13.8** In the event the contract has no measurable and defining value or benefit to NJPA or the NJPA member.

7.14 Upon receipt of the written notice of concern, the Vendor shall have ten (10) business days to provide a satisfactory response to the NJPA. Failure on the part of the Vendor to reasonably address all issues of concern may result in Contract cancellation pursuant to this Section. If the issue is not resolved within sixty (60) days, contract will be terminated.

7.15 Any termination shall have no effect on purchases that are in progress at the time the cancellation is received by the NJPA. The NJPA reserves the right to cancel the Contract immediately for convenience, without penalty or recourse, in the event the Vendor is not responsive concerning the remedy, the performance, or the violation issue within the time frame, completely or in part.

7.16 NJPA reserves the right to cancel or suspend the use of any Contract resulting from this RFP if the Vendor files for bankruptcy protection or is acquired by an independent third party. Awarded Vendor will be responsible for disclosing to NJPA any litigation, bankruptcy or suspensions/disbarments that occur during the contract period. Failure to disclose may result in an immediate termination of the contract.

7.17 Either party may execute Contract termination without cause with a required 60-day written notice of termination. Termination of Contract shall not relieve either party of financial, product or service obligations incurred or accrued prior to termination.

7.18 NJPA may cancel any Contract resulting from this solicitation without any further obligation if any NJPA employee significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the NJPA is found to be in collusion with any Proposer to this RFP for their personal gain. Such cancellation shall be effective upon written notice from the NJPA or a later date if so designated in the notice given. A terminated Contract shall not relieve either party of financial, product or service obligations due to participating member or NJPA.

7.19 Events of Automatic termination to include, but not limited to:

7.19.1 Vendor's failure to remedy a material breach of a Contract resulting from this RFP within sixty (60) days of receipt of notice from NJPA specifying in reasonable detail the nature of such breach; and/or,

7.19.2 Receipt of written information from any authorized agency finding activities of Vendors engaged in pursuant to a Contract resulting from this RFP to be in violation of the law.

8 GENERAL TERMS AND CONDITIONS

A. ADVERTISING A CONTRACT RESULTING FROM THIS RFP

8.1 Proposer/Vendor shall not advertise or publish information concerning this Contract prior to the award being announced by the NJPA. Once the award is made, a Vendor is expected to advertise the awarded Contract to both current and potential NJPA Members.

B. APPLICABLE LAW

8.2 NJPA's interest in a contract resulting from this RFP: Notwithstanding its own use, to the extent NJPA issues this RFP and any resulting contract for the use of its Members, NJPA's interests and liability for said use shall be limited to the competitive proposal process performed and terms and conditions relating to said contract and shall not extend to the products, services, or warranties of the Awarded Vendor or the intended or unintended effects of the product/equipment and services procured there from.

8.3 NJPA Compliance with Minnesota Procurement Law: NJPA will exhaust all avenues to comply with each unique state law or requirement whenever possible. It is the responsibility of each participating NJPA member to ensure to their satisfaction that NJPA contracting process falls within these laws and applicable laws are satisfied. An individual NJPA member using these contracts is deemed by their own accord to be in compliance with their own requirements and procurement regulations.

8.4 Governing Law with respect to delivery and acceptance: All applicable portions of the Minnesota Uniform Commercial Code, all other applicable Minnesota laws, and the applicable laws and rules of delivery and inspection of the Federal Acquisition Regulations (FAR) laws shall govern NJPA contracts resulting from this solicitation.

8.5 Jurisdiction: Any claims pertaining to this RFP and any resulting Contract that develop between NJPA and any other party must be brought forth only in courts in Todd County in the State of Minnesota unless otherwise agreed to.

8.5.1 Purchase Orders issued pursuant to a contract resulting from this solicitation shall be construed in accordance with, and governed by, the laws of a competent jurisdiction with respect to the purchaser.

8.6 Vendor Compliance with applicable law: Vendor(s) shall comply with all federal, state, or local laws applicable to or pertaining to the transaction, acquisition, manufacturer, suppliers or the sale of the equipment/products and relating services resulting from this RFP.

8.7 Other Laws, whether or not herein contained, shall be included by this reference. It shall be Proposer's/Vendor's responsibility to determine the applicability and requirements of any such laws and to abide by them.

8.8 Indemnity: Each party agrees it will be responsible for its own acts and the result thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. NJPA's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Section §3.736, and other applicable law.

8.9 Prevailing Wage: It shall be the responsibility of the Vendor to comply, when applicable, with prevailing wage legislation in effect in the jurisdiction of the purchaser (NJPA or NJPA Member). It shall be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this Contract and adjust wage rates accordingly.

8.10 Patent and Copyright Infringement: If an article sold and delivered to NJPA or NJPA Members hereunder shall be protected by any applicable patent or copyright, the Vendor agrees to indemnify and hold harmless NJPA and NJPA Members against any and all suits, claims, judgments, and costs instituted or recovered against it by any person on account of the use or sale of such articles by NJPA or NJPA Members in violation or right under such patent or copyright.

C. ASSIGNMENT OF CONTRACT

8.11 No right or interest in this Contract shall be assigned or transferred by the Vendor without prior written permission by the NJPA. No delegation of any duty of the Vendor shall be made without prior written permission of the NJPA. NJPA shall notify members by posting approved assignments on the NJPA website (www.njpacoop.org) within 15 days of NJPA's approval.

8.12 If the original Vendor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. NJPA reserves the right to reject the acquiring person or entity as a Vendor. A change of name agreement will not change the contractual obligations of the Vendor.

D. LIST OF PROPOSERS

8.13 NJPA will not maintain or communicate to a list of proposers. All interested proposers must respond to the solicitation as a result of NJPA solicitation advertisements indicated. Because of the wide scope of the potential Members and qualified national Vendors, NJPA has determined this to be the best method of fairly soliciting proposals.

E. CAPTIONS, HEADINGS, AND ILLUSTRATIONS

8.14 The captions, illustrations, headings, and subheadings in this solicitation are for convenience and ease of understanding and in no way define or limit the scope or intent of this request.

F. DATA PRACTICES

8.15 All materials submitted in response to this RFP will become property of the NJPA and will become public record in accordance with Minnesota Statutes, section 13.591, after the evaluation process is completed. If the Responder submits information in response to this RFP that it believes to be nonpublic information, as defined by the Minnesota Government Data Practices Act, Minnesota Statute § 13.37, the Responder must:

8.15.1 make the request within thirty days of award/non-award, and include the appropriate statutory justification. Pricing is generally not redactable. The NJPA Legal Department shall review the statement to determine whether the information shall be withheld. If the NJPA determines to disclose the information, the Bids & Contracts department of the NJPA shall inform the Proposer, in writing, of such determination; and

8.15.2 defend any action seeking release of the materials it believes to be nonpublic information, and indemnify and hold harmless the NJPA, its agents and employees, from any judgments or damages awarded against the NJPA in favor of the party requesting the materials, and any and all costs connected with that defense.

8.16 This indemnification survives the NJPA’s award of a contract. In submitting a response to this RFP, the Responder agrees that this indemnification survives as long as the confidential information is in possession of the NJPA. When the situation warrants, Proposer may be able redact additional nonpublic information after the evaluation process if legal justification is provided and accepted by NJPA.

G. ENTIRE AGREEMENT

8.17 The Contract, as defined herein, shall constitute the entire understanding between the parties to that Contract. A Contract resulting from this RFP is formed when the NJPA Board of Directors approves and signs the applicable Contract Award & Acceptance document (Form E).

H. FORCE MAJEURE

8.18 Except for payments of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party’s performance of this Contract is prevented due to force majeure. The term “force majeure” means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence including, but not limited to, the following: acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, snow, earthquakes, tornadoes or violent wind, tsunamis, wind shears, squalls, Chinooks, blizzards, hail storms, volcanic eruptions, meteor strikes, famine, sink holes, avalanches, lockouts, injunctions-intervention-acts, terrorist events or failures or refusals to act by government authority and/or other similar occurrences where such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with a Contract resulting from this RFP. Force majeure shall not include late deliveries of equipment/products and services caused by congestion at a manufacturer’s plant or elsewhere, an oversold condition of the market, inefficiencies, or other similar occurrences. If either party is delayed at any time by force majeure, then the delayed party shall notify the other party of such delay within forty-eight (48) hours.

I. GRATUITIES

8.19 NJPA may cancel an awarded Contract by written notice if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Vendor or any agent or representative of the Vendor, to any employee of the NJPA.

J. HAZARDOUS SUBSTANCES

8.20 Proper and applicable Material Safety Data Sheets (MSDS) that are in full compliance with OSHA’s Hazard Communication Standard must be provided by the Vendor to NJPA or NJPA Member at the time of purchase.

K. LICENSES

8.21 Proposer shall maintain a current status on all required federal, state, and local licenses, bonds and permits required for the operation of the business that is anticipated to be conducted with NJPA and NJPA members by the Proposer.

8.22 All responding Proposers must be licensed (where required) and have the authority to sell and distribute offered equipment/products and related services to NJPA and NJPA Members nationally. Documentation of required said licenses and authorities, if applicable, is requested to be included in the proposer’s response.

L. MATERIAL SUPPLIERS AND SUB-CONTRACTORS

8.23 The awarded Vendor shall be required to supply the names and addresses of sourcing suppliers and sub-contractors as a part of the purchase order when requested by NJPA or the NJPA member.

M. NON-WAIVER OF RIGHTS

8.24 No failure of either party to exercise any power given to it hereunder, nor to insistence upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under a Contract resulting from this RFP shall constitute a waiver of either party's right to demand exact compliance with the terms hereof. Failure by NJPA to take action or assert any right hereunder shall not be deemed as waiver of such right.

N. PROTESTS OF AWARDS MADE

8.25 Protests shall be filed with the NJPA's Executive Director and shall be resolved in accordance with appropriate Minnesota state statutes. Protests will only be accepted from Proposers. A protest must be in writing and filed with NJPA. A protest of an award or proposed award must be filed within ten (10) calendar days after the public notice or announcement of the award. A protest must include:

8.25.1 The name, address and telephone number of the protester;

8.25.2 The original signature of the protester or its representative (you must document the authority of the Representative);

8.25.3 Identification of the solicitation by RFP number;

8.25.4 Identification of the statute or procedure that is alleged to have been violated;

8.25.5 A precise statement of the relevant facts;

8.25.6 Identification of the issues to be resolved;

8.25.7 The aggrieved party's argument and supporting documentation;

8.25.8 The aggrieved party's statement of potential financial damages; and

8.25.9 A protest bond in the name of NJPA and in the amount of 10% of the aggrieved party's statement of potential financial damages.

O. SUSPENSION OR DISBARMENT STATUS

8.26 If within the past five (5) years, any firm, business, person or Proposer responding to NJPA solicitation and submitting a proposal has been lawfully terminated, suspended or precluded from participating in any public procurement activity with a federal, state or local government or education agency the Proposer must include a letter with its response setting forth the name and address of the public procurement unit, the effective date of the suspension or debarment, the duration of the suspension or debarment and the relevant circumstances relating to the suspension or debarment. Any failure to supply such a letter or to disclose pertinent information may result in the cancellation of any Contract. By signing the proposal affidavit, the Proposer certifies that no current suspension or debarment exists.

P. AFFIRMATIVE ACTION AND IMMIGRATION STATUS CERTIFICATION

8.27 An Affirmative Action Plan, Certificate of Affirmative Action or other documentation regarding Affirmative Action may be required by NJPA or NJPA Members relating to a transaction from this RFP. Vendors shall comply with any such requirements or requests.

8.28 Immigration Status Certification may be required by NJPA or NJPA Members relating to a transaction from this RFP. Vendors shall comply with any such requirements or requests.

Q. SEVERABILITY

8.29 In the event that any of the terms of a Contract resulting from this RFP are in conflict with any rule, law, statutory provision or are otherwise unenforceable under the laws or regulations of any government or subdivision thereof, such terms shall be deemed stricken from an awarded Contract resulting from this RFP, but such invalidity or unenforceability shall not invalidate any of the other terms of an awarded Contract resulting from this RFP.

R. RELATIONSHIP OF PARTIES

8.30 No Contract resulting from this RFP shall be considered a contract of employment. The relationship between NJPA and an Awarded Contractor is one of independent contractors each free to exercise judgment and discretion with regard to the conduct of their respective businesses. The parties do not intend the proposed Contract to create, or is to be construed as creating a partnership, joint venture, master-servant, principal-agent, or any other relationship. Except as provided elsewhere in this RFP, neither party may be held liable for acts of omission or commission of the other party and neither party is authorized or has the power to obligate the other party by contract, agreement, warranty, representation or otherwise in any manner whatsoever except as may be expressly provided herein.

9 FORMS

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PROPOSER QUESTIONNAIRE- General Business Information
*(Products, Pricing, Sector Specific, Services, Terms and Warranty are addressed on **Form P**)*

Proposer Name: _____ Questionnaire completed by: _____

Please identify the person NJPA should correspond with from now through the Award process:

Name: _____ E-Mail address: _____

Provide an answer to all questions directly below each question (do not leave blank, mark NA if not applicable) and address all requests made in this RFP. Please supply any applicable supporting information and documentation you feel appropriate in addition to answers entered to the Word document. All information must be typed, organized, and easily understood by evaluators. ***Please use the Microsoft Word document version of this questionnaire to respond to the questions contained herein.***

Company Information & Financial Strength

- 1) Why did you respond to this RFP?
- 2) What are your company's expectations in the event of an award?
- 3) Provide the full legal name, address, tax identifications number, and telephone number for your business.
- 4) Demonstrate your financial strength and stability.
- 5) Are you now, or have you ever been the subject of a bankruptcy action? Please explain.
- 6) Provide a brief history of your company that includes your company's core values and business philosophy.
- 7) How long has your company been in the "**PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES**", industry?
- 8) Is your organization best described as a manufacturer or a distributor/dealer/re-seller for a manufacturer of the products/equipment and related services being proposed?
 - a) If the Proposer is best described as a re-seller, manufacturer aggregate, or distributor, please provide evidence of your authorization as a dealer/re-seller/manufacturer aggregate for the manufacturer of the products/equipment and related services you are proposing.
 - b) If the Proposer is best described as a manufacturer, please describe your relationship with your sales/service force and/or Dealer Network in delivering the products/equipment and related services proposed.
 - c) Are these individuals your employees, or the employees of a third party?
 - d) If applicable, is the Dealer Network independent or company owned?
- 9) Please provide your bond rating, and/or a credit reference from your bank.
- 10) Provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held by your organization in pursuit of the commerce and business contemplated by this RFP.
- 11) Provide a detailed explanation outlining licenses and certifications both required to be held, and actually held, by third parties and sub-contractors to your organization in pursuit of the commerce contemplated by this RFP. If not applicable, please respond with "Not Applicable."
- 12) Provide all "Suspension or Disbarment" information as defined and required herein.
- 13) In addition to the \$1.5 million in General Liability and/or in conjunction with umbrella insurance coverage, what level of automobile and workers compensation insurance does your organization currently have? If none, please explain.
- 14) Within the RFP category there is potential to be several different sub-categories of solutions; list sub category title/s that best describe your equipment/products, services and supplies.

Industry Requirements & Marketplace Success

- 15) List and document recent industry awards and recognition.
- 16) Supply three references/testimonials from customers of like status to NJPA Members to include Government and Education agencies. Please include the customer's name, contact, and phone number.

- 17) Provide a list of your top 5 Government and/or Education customers (entity name is optional) including: entity type, the state the entity is located in, scope of the project/s, size of transaction/s and dollar volumes from the past 3 fiscal years.
- 18) What percentages of your current (within the past three (3) fiscal years) national sales are to the government and education verticals? Indicate government and education verticals individually.

Proposer's Ability to Sell and Deliver Service Nationwide

- 19) Please describe your company sales force in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sale and services of the equipment/products contemplated in this RFP?
- 20) Please describe your dedicated dealer network and number of individual sales force within your dealer network in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sales distribution and delivery of your equipment/products and related services contemplated in this RFP?
- 21) Please describe your dedicated company service force or dedicated network in terms of numbers, geographic dispersion, and the proportion of their attention focused on the sale of the equipment/products and related services contemplated in this RFP?
- 22) Please describe your dedicated dealer service force or network in terms of numbers geographic dispersion, and the proportion of their attention focused on the sale of the equipment/products and related services contemplated in this RFP? Additionally, please describe any applicable road service and do they offer the ability to service customers at the customer's location?
- 23) Describe in detail your customer service program regarding process and procedure. Please include, where appropriate, response time capabilities and commitments as a part of this RFP response and awarded contract.
- 24) Identify any geographic areas or NJPA market segments of the United States you will NOT be fully serving through the proposed contract.
- 25) Identify any of NJPA Member segments or defined NJPA verticals you will NOT be offering and promoting an awarded contract to? (Government, Education, Non-profit)
- 26) Define any specific requirements or restrictions as it applies to our members located off shores such as Hawaii and Alaska and the US Islands. Address your off shore shipping program on the Pricing form P of this document.

Marketing Plan

- 27) Describe your contract sales training program to your sales management, dealer network and/or direct sales teams relating to a NJPA awarded contract.
- 28) Describe how you would market/promote an NJPA Contract nationally to ensure success.
- 29) Describe your marketing material, and overall marketing ability, relating to promoting this type of partnership and contract opportunity. Please send a few representative samples of your marketing materials in electronic format.
- 30) Describe your use of technology and the internet to provide marketing and ensure national contract awareness.
- 31) Describe your perception of NJPA's role in marketing the contract and your contracted products/equipment and related services.
- 32) Describe in detail any unique marketing techniques and methods as a part of your proposal that would separate you from other companies in your industry.
- 33) Describe your company's Senior Management level commitment with regards to embracement, promoting, supporting and managing a resultant NJPA awarded contract
- 34) Do you view your products/equipment applicable to an E-procurement ordering process?
_____ Yes _____ No
 - a) If yes, describe examples of E-procurement system/s or electronic marketplace solutions that your products/equipment was available through. Demonstrate the success of government and educations customers to ordering through E-procurement.
- 35) Please describe how you will communicate your NJPA pricing and pricing strategy to your sales force nationally?

Other Cooperative Procurement Contracts

- 36) Identify all cooperative contracts hosted by any government or education agency or government or education cooperative or by a third party marketing company, which are marketed in more than one state, held or utilized by the Proposer.

- 37) What is the annual dollar sales volume generated through each of the contract(s) identified in your answer to the previous question.
- 38) Identify awarded WSCA or specific state procurement contracts held or utilized by the Proposer with any State of the United States.
- 39) What is the annual combined dollar sales volume for each of these contracts?
- 40) Identify any GSA Contracts held or utilized by the Proposer.
- 41) If you are awarded the NJPA contract, are there any market segments or verticals (e.g., higher education, K-12 local governments, non-profits etc.) or geographical markets where the NJPA contract will not be your primary contract purchasing vehicle? If so, please identify those markets and which cooperative purchasing agreement will be your primary vehicle.
- 42) If you are awarded the NJPA contract, is it your intention and commitment to lead with your NJPA contract?
☐ Yes ☐ No Explain and demonstrate your commitment and/or restrictions.
- 43) Identify a proposed administrative fee payable to NJPA for facilitation, management and promotion of the NJPA contract, should you be awarded. This fee is typically calculated as a percentage of Contract sales and not a line item addition to the customers cost of goods.

Value Added

- 44) If applicable, describe any product/equipment training programs available as options for NJPA members. If applicable, do you offer equipment operator training as well as maintenance training? ☐ Yes ☐ No
- 45) Is this training standard as a part of a purchase or optional?
- 46) Describe current technological advances your proposed equipment/products and related services offer.
- 47) Describe your "Green" program as it relates to your company, your products/equipment, and your recycling program, including a list of all green products accompanied by the certifying agency for each (if applicable).
- 48) Describe any Women or Minority Business Entity (WMBE) or Small Business Entity (SBE) accreditations and the general minority and small business program of your organization as it relates to a Contract resulting from this RFP.
- 49) Identify any other unique or custom value added attributes of your company or your products/equipment or related services. What makes your proposed solutions unique in your industry as it applies to NJPA members?
- 50) Other than what you have already demonstrated or described, what separates your company, your products/equipment and related services from your competition?
- 51) Identify and describe any service contract options included in the proposal, or offered as a proposed option, for the products/equipment being offered.
- 52) Identify your ability and willingness to offer an awarded contract to qualifying member agencies in Canada specifically and internationally in general.
- 53) Describe any unique distribution and/or delivery methods or options offered in your proposal.

NOTE: Questions regarding Payment Terms, Warranty, Products/Equipment/Services, Pricing and Delivery, and Industry Specific Items are addressed on Form P.

Signature: _____ Date: _____

**PROPOSER INFORMATION**

Company Name: _____

Address: _____

City/State/Zip: _____

Phone: _____ Fax: _____

Toll Free Number: _____ E-mail: _____

Web site: _____

Voids sometimes exist between management (those who respond to RFPs) and sales staff (those who contact NJPA Members) that result in communication problems. Due to this fact, provide the names of your key sales people, phone numbers, and geographic territories for which they are responsible

COMPANY PERSONNEL CONTACTS**Authorized Signer for your organization*:**

Name: _____

Email: _____ Phone: _____

* By executing Form F, the "Proposer's Assurance of Compliance," you are certifying this person identified here has their authorization to sign on behalf of your organization:

Author of your proposal response

Name: _____ Title: _____

Email: _____ Phone: _____

Your Primary Contact person regarding your proposal:

Name: _____ Title: _____

Email: _____ Phone: _____

Other important contact information:

Name: _____ Title: _____

Email: _____ Phone: _____

Name: _____ Title: _____

Email: _____ Phone: _____

Form C**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS
AND SOLUTIONS REQUEST**

Company Name: _____

Note: **Original must be signed** and inserted in the inside front cover pouch.

Any exceptions to the Terms, Conditions, Specifications, or Proposal Forms contained herein shall be noted in writing and included with the proposal submittal. Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA and may or may not be included in the final contract. NJPA may clarify exceptions listed here and document the results of those clarifications in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception		

Proposer's Signature: _____ Date: _____

NJPA's clarification on exception/s listed above:

**Contract Award
RFP #031014**

FORM D



Formal Offering of Proposal
(To be completed Only by Proposer)

PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES,

In compliance with the Request for Proposal (RFP) for "PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES", the undersigned warrants that I/we have examined this RFP and, being familiar with all of the instructions, terms and conditions, general specifications, expectations, technical specifications, service expectations and any special terms, do hereby propose, fully commit and agree to furnish the defined equipment/products and related services in full compliance with all terms, conditions of this RFP, any applicable amendments of this RFP, and all Proposer's Response documentation. Proposer further understands they accept the full responsibility as the sole source of responsibility of the proposed response herein and that the performance of any sub-contractors employed by the Proposer in fulfillment of this proposal is the sole responsibility of the Proposer.

Company Name: _____ Date: _____

Company Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____ Title: _____

Authorized Signature (ink only): _____

(Name printed or typed)



Contract Acceptance and Award

(To be completed only by NJPA)

NJPA _____

Proposer's full legal name

Your proposal is hereby accepted and awarded. As an awarded Proposer, you are now bound to provide the defined product/equipment and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your Response, and any exceptions accepted or rejected by NJPA on Form C.

The effective start date of the Contract will be _____, 20_____ and continue for four years from the board award date. This contract has the consideration of a fifth year renewal option at the discretion of NJPA.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature: _____
NJPA Executive Director (Name printed or typed)

Awarded this _____ day of _____, 20_____ **NJPA Contract Number # 031014**

NJPA Authorized signature: _____
NJPA Board Member (Name printed or typed)

Executed this _____ day of _____, 20_____ **NJPA Contract Number # 031014**

Proposer hereby accepts contract award including all accepted exceptions and NJPA clarifications identified on FORM C.

Vendor Name _____

Vendor Authorized signature: _____
(Name printed or typed)

Title: _____

Executed this _____ day of _____, 20_____ **NJPA Contract Number # 031014**

PROPOSER ASSURANCE OF COMPLIANCE



Proposal Affidavit Signature Page

PROPOSER'S AFFIDAVIT

The undersigned, representing the persons, firms and corporations joining in the submission of the foregoing proposal (such persons, firms and corporations hereinafter being referred to as the "Proposer"), being duly sworn on his/her oath, states to the best of his/her belief and knowledge:

1. The undersigned certifies the Proposer is submitting their proposal under their true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, that the Proposer possesses, or will possess prior to the delivery of any equipment/products and related services, all applicable licenses necessary for such delivery to NJPA members agencies nationally, and that they are authorized to act on behalf of, and encumber the "Proposer" in this Contract; and
2. To the best of my knowledge, no Proposer or Potential Proposer, nor any person duly representing the same, has directly or indirectly entered into any agreement or arrangement with any other Proposers, Potential Proposers, any official or employee of the NJPA, or any person, firm or corporation under contract with the NJPA in an effort to influence either the offering or non-offering of certain prices, terms, and conditions relating to this RFP which tends to, or does, lessen or destroy free competition of the Contract sought for by this RFP; and
3. The Proposer or any person on his/her behalf, has not agreed, connived or colluded to produce a deceptive show of competition in the manner of the proposal or award of the referenced contract; and
4. Neither the Proposer nor any officer, director, partner, member or associate of the Proposer, nor any of its employees directly involved in obtaining contracts with the NJPA or any subdivision of the NJPA, has been convicted of false pretenses, attempted false pretenses or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985; and
5. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request and other documents of this solicitation and that any and all exceptions have been noted in writing and have been included with the proposal submittal; and
6. If awarded a contract, the Proposer will provide the equipment/products and/or services to qualifying members of the NJPA in accordance with the terms, conditions, scope of this RFP, Proposer offered specifications and other documents of this solicitation; and
7. The undersigned, being familiar with and understand the expectations requested and outlined in this RFP under consideration, hereby proposes to deliver through valid requests, Purchase Orders or other acceptable forms ordering and procurement by NJPA Members. Unless otherwise indicated, requested and agreed to on a valid purchase order per this RFP, only new, unused and first quality equipment/products and related services are to be transacted with NJPA Members relating to an awarded contract; and
8. The Proposer has carefully checked the accuracy of all proposed products/equipment and related services and listed total price per unit of purchase in this proposal to include shipping and delivery considerations. In addition, the Proposer accepts all general terms and conditions of this RFP, including all responsibilities of commitment as outlined and proposed; and

9. In submitting this proposal, it is understood that the right is reserved by the NJPA to reject any or all proposals and it is agreed by all parties that this proposal may not be withdrawn during a period of 90 days from the date proposals were opened regarding this RFP; and
10. The Proposer certifies that in performing this Contract they will comply with all applicable provisions of the federal, state, and local laws, regulations, rules, and orders; and
11. The Proposer understands that submitted proposals which are marked “confidential” in their entirety, or those in which a significant portion of the submitted proposal is marked “nonpublic” **will not** be accepted by NJPA. Pursuant to Minnesota Statute §13.37 only specific parts of the proposal may be labeled a “trade secret.” All proposals are nonpublic until the contract is awarded; at which time, both successful and unsuccessful vendors’ proposals become public information.
12. The Proposer understands and agrees that NJPA will not be responsible for any information contained within the proposal.
13. By signing below, the Proposer understands it is his or her responsibility as the Vendor to act in protection of labeled information and agree to defend and indemnify NJPA for honoring such designation. Proposer duly realizes failure to so act will constitute a complete waiver and all submitted information will become public information; additionally failure to label any information that is released by NJPA shall constitute a complete waiver of any and all claims for damages caused by the release of the information.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands and agrees to comply with the terms and conditions specified above.

Company Name: _____

Contact Person for Questions: _____

(Must be individual who is responsible for filling out this Proposer's Response form)

Address: _____

City/State/Zip: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Authorized Signature: _____

Authorized Name (typed): _____

Title: _____

Date: _____

Notarized

Subscribed and sworn to before me this _____ day of _____, 20_____

Notary Public in and for the County of _____ State of _____

My commission expires: _____

Signature: _____



OVERALL EVALUATION AND CRITERIA

For the Proposed Subject **“PUBLIC UTILITY EQUIPMENT WITH RELATED ACCESSORIES AND SUPPLIES”**

Conformance to Terms & Conditions	50	
Financial, Industry Requirements & Marketplace Success	75	
Proposer's Ability to Sell and Deliver Service Nationwide	100	
Proposer's Marketing Plan	50	
Value Added Attributes	75	
Warranty	50	
Equipment/Products and Related Services	200	
Pricing	400	
TOTAL POINTS	1000	

Reviewed by: _____ Its _____

_____ Its _____



PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products/Equipment/Services, Pricing and Delivery, Industry Specific

Proposer Name: _____

Questionnaire completed by: _____

Payment Terms and Financing Options

- 1) Identify your payment terms if applicable. (Net 30, etc.)
- 2) Identify any applicable leasing or other financing options as defined herein.
- 3) Briefly describe your proposed order process for this proposal and contract award. (Note: order process may be modified or refined during an NJPA member's final Contract phase process).
 - a. Please specify if you will be including your dealer network in this proposal. If so, please specify how involved they will be. (For example, will the Dealer accept the P.O.?), and how are we to verify the specific dealer is part of your network?
- 4) Do you accept the P-card procurement and payment process?

Warranty

- 5) Describe, in detail, your Manufacture Warranty Program including conditions and requirements to qualify, claims procedure, and overall structure.
- 6) Do all warranties cover all products/equipment parts and labor?
- 7) Do warranties impose usage limit restrictions?
- 8) Do warranties cover the expense of technicians travel time and mileage to perform warranty repairs?
- 9) Please list any other limitations or circumstances that would not be covered under your warranty.
- 10) Please list any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs. How will NJPA Members in these regions be provided service for warranty repair?

Equipment/Product/Services, Pricing, and Delivery

- 11) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.
- 12) Provide a general narrative description of your pricing model identifying how the model works (line item and/or published catalog percentage discount).
- 13) Please quantify the discount range presented in this response pricing as a percentage discount from MSRP/published list.
- 14) Provide an overall proposed statement of method of pricing for individual line items, percentage discount off published product/equipment catalogs and/or category pricing percentage discount with regard to all equipment/products and related services and being proposed. Provide a SKU number for each item being proposed.
- 15) Propose a strategy, process, and specific method of facilitating "Sourced Equipment/Products and/or related Services" (AKA, "Open Market" items or "Non-Standard Options").
- 16) Provide your NJPA customer volume rebate programs, as applicable.
- 17) Identify any Total Cost of Acquisition (as defined herein) cost(s) which is **NOT** included "Pricing" submitted with your proposal response. Identify to whom these charges are payable to and their relationship to Proposer.
- 18) If freight, delivery or shipping is an additional cost to the NJPA member, describe in detail the complete shipping and delivery program.

- 19) As an important part of the evaluation of your offer, you must indicate the level of pricing you are offering.
Prices offered in this proposal are **(Your proposal will be deemed “Non-Responsive” if this question is not answered)**:
- _____ a. Pricing is the same as typically offered to an individual municipality, Higher Ed or school district.
 - _____ b. Pricing is the same as typically offered to GPOs, cooperative procurement organizations or state purchasing departments.
 - _____ c. Better than typically offered to GPOs, cooperative procurement organizations or state purchasing departments.
- 20) Do you offer quantity or volume discounts?
_____ YES _____ NO Outline guidelines and program.
- 21) Describe in detail your proposed exchange and return program(s) and policy(s).
- 22) Specifically identify those shipping and delivery and exchange and returns programs as they relate to Alaska and Hawaii and any related off shore delivery of contracted products/ equipment and related services
- 23) Please describe any self-audit process/program you plan to employ to verify compliance with your anticipated contract with NJPA. Please be as specific as possible.

Industry Specific Items

Signature: _____ Date: _____



10 PRE-SUBMISSION CHECKLIST

Check when Completed	Contents of Your Bid Proposal	Hard Copy Required Signed and Dated	Electronic Copy Required - CD or Flash Drive
	Form A: Proposer Questionnaire with all questions answered completely	X - signature page only	X
	Form B: Proposer Information		X
	Form C: Exceptions to Proposal, Terms, Conditions, and Solutions Request	X	X
	Form D: Formal Offering of Proposal	X	X
	Form E. Contract Acceptance and Award		X
	Form F: Proposers Assurance of Compliance	X	X
	Form P: Proposer Questionnaire with all questions answered completely	X-signature page only	X
	Certificate of Insurance with \$1.5 million coverage	X	X
	Copy of all RFP Addendums issued by NJPA	X	X
	Pricing for all Products/Equipment/Services within the RFP being proposed		X
	Entire Proposal submittal including signed documents and forms.		X
	All forms in the Hard Copy Required Signed and Dated should be inserted in the front of the submitted response, unbound.		
	Package containing your proposal labeled and sealed with the following language: "Competitive Proposal Enclosed, Hold for Public Opening XX-XX-XXXX"		
	Response Package mailed and delivered prior to deadline to: NJPA, 202 12th St NE, Staples, MN 56479		



11 NJPA VENDOR PRICE AND PRODUCT CHANGE REQUEST FORM

Section 1. Instructions For Vendor

Pursuant to section 4 of the NJPA RFP, requests for equipment/products or service changes, additions or deletions will be allowed at any time throughout the awarded contract term. All requests must be made in written format by completing sections 2, 3 and 4 of the NJPA Price and Product Change Request Form and signature of an authorized Vendor employee in section 5. All changes are subject to review and approval by the NJPA Contracts & Compliance Manager, signed in acceptance by the NJPA Executive Director and acknowledged by the NJPA Contract Council. Submit request via email to your Contract Manager **AND: PandP@njpacoop.org**.

NJPA's due diligence in analyzing any request for change is to determine if approval of the request is: 1) within the scope of the original RFP and 2) in the "Best Interests of NJPA and NJPA Members." A signed Price and Product Change form will be returned to vendor contact via email.

Vendor must complete this change request form and individually list or attach all items or services subject to change, provide sufficiently detailed explanation and documentation for the change, and include a complete restatement of pricing document in appropriate format (preferably Excel). The pricing document must identify all equipment/products and services being offered and must conform to the following NJPA product/price change naming convention: (Vendor Name) (NJPA Contract #) (effective pricing date); for example, "COMPANY 012411-CPY eff 02-12-2013."

NOTE: New pricing restatement must include all equipment/products and services offered regardless of whether their prices have changed and include a new "effective date" on the pricing documents. This requirement reduces confusion by providing a single, current pricing sheet for each vendor and creates a historical record of pricing.

ADDITIONS. New equipment/products and related services may be added to a contract if such additions are within the scope of the RFP.

DELETIONS. New equipment/products and related services may be deleted from a contract if an item or service is no longer available and thus not relevant to the contract; for example, discontinued, improved, etc.

PRICE CHANGES: Request prices changes in general terms along with the justification by product category for the change; for example, a 3% increase in XYZ Product Line is due to a 3% increase in petroleum, or this list of SKUs/product descriptions is increasing X% due to X% increase in cost of raw materials.

Price decreases: NJPA expects Vendors to propose their very best prices and anticipates price reductions are due to advancement of technologies and market place efficiencies.

Price increases: Typical acceptable increase requests include increases to Vendor input costs such as petroleum or other applicable commodities, increases in product utility of new compared to old equipment/products or service, etc. Vendor must include reasonable documentation for the claims cited in their request along with detailed justification for why the increase is needed. Special details for price changes must be included with the request along with both current and proposed pricing. Appropriate documentation should be attached to this form, including letters from suppliers announcing price increases.

Refer to section 4 of the RFP for complete "Pricing" details.

Section 2. Vendor Name and Type of Change Request

AWARDED
VENDOR NAME:

NJPA
CONTRACT
NUMBER:

CHECK ALL CHANGES THAT APPLY:

- | | |
|--------------------------|--|
| ☐ | Adding Equipment/ Products /Services |
| ☐ | Deleting/Discontinuing Equipment/Products/Services |
| ☐ | Price Increase |
| ☐ | Price Decrease |



11 NJPA VENDOR PRICE AND PRODUCT CHANGE REQUEST FORM

Section 3. Detailed Explanation of Need for Changes

List equipment/products and/or services that are changing, being added or deleted from previous contract price list along with the percentage change for each item or category. (Attach a separate, detailed document if more than 10 items.)

Provide a general statement and documentation explaining the reasons for these price and/or equipment/product/service changes.

SAMPLES: 1-All paper equipment/products and services increased 5% in price due to transportation and fuel costs (see attached documentation of raw materials increase). 2-The 6400 series floor polisher is added to the product list as a new model replacing the 5400 series. The 6400 series 3% increase reflects technological improvements made that improve the rate of efficiency and useful life. The 5400 series is now included in the "Hot List" at a 20% discount from previous pricing until remaining inventory is liquidated.

If adding equipment/products/services, provide a general statement how these are in the scope.

If changing prices and/or adding equipment/products/services, provide a general statement that the pricing is consistent with existing NJPA contract pricing.



11 NJPA VENDOR PRICE AND PRODUCT CHANGE REQUEST FORM

Section 4. Complete Restatement of Pricing Submitted

A COMPLETE restatement of the pricing including all new and existing equipment/products and services is attached and/or has been emailed to PandP@njpacoop.org.

☐ Yes

☐ No

Section 5. Signatures

Vendor Authorized Signature

Date

Print Name and Title of Authorized Signer

NJPA Executive Director Signature

Date

April 2, 2018
Our 89th Year

Ship To:

CITY OF DANIA BEACH
100 W DANIA BEACH BLVD
DANIA BEACH, FL 33004
US

Bill To:

CITY OF DANIA BEACH
PO BOX 1708
DANIA BEACH, FL 33004-1708
United States

Attn:
Phone:
Email:

Altec Quotation Number: 423485 - 2
Account Manager: Jenny Carlson
Technical Sales Rep: Jordan Morris

<u>Item</u>	<u>Description</u>	<u>Qty</u>
	<u>Unit</u>	
1.	ALTEC Model AT37G telescoping/articulating continuous rotation aerial device with an insulating articulating arm, insulating telescopic upper boom, and the patented ISO-Grip insulating system at the boom tip. Includes the following features: A. Ground to bottom of platform height: 37.8 feet B. Working height: 42.8 feet C. Maximum reach to edge of platform. Side Mounted Platform: 26.6 feet. End Mounted Platform: 28.3 feet (at 14.4 foot platform height). D. Telescopic boom extension: 9 feet 8 inches E. Continuous rotation F. Insulating Aerial Device, ANSI Category C, 46kV and Below G. Articulating Arm: Articulation is from -7 to 90 degrees. Insulator provides 12 inches of isolation. H. Compensation System: By raising the articulating arm only, the telescopic boom maintains its relative angle in relation to the ground. The work position is achieved through a single function operation. I. Telescoping upper boom: Articulation is from -25 to 75 degrees. J. Master/ Slave Leveling: Platform automatically maintains level during boom articulation through a lifetime master/slave hydraulic leveling system that requires no major preventive maintenance. K. The INSULATING UPPER CONTROL SYSTEM includes a single handle controller incorporating high electrical resistance components that is dielectrically tested to 40 kV AC with no more than 400 microampers of leakage. The control handle is green in color to differentiate it from other non-tested controllers. L. One set of tool outlets at the platform providing up to 5 gpm of flow for open center tools M. Hydraulic System: Open center system operating at 5gpm and 2,400 psi. N. Unit is painted with a powder coat paint process which provides a finish-painted surface that is highly resistant to chipping, scratching, abrasion and corrosion. O. Structural Warranty all of the following applicable major components is to be warranted for so long as the initial purchaser owns the product: Booms, boom articulation links, hydraulic cylinder structures, outrigger weldments, pedestals, subbases and turntables.	1

<u>Item</u>	<u>Description</u>	<u>Qty</u>
	P. Manuals: Two (2) operator and Maintenance/Parts manuals	
2.	AT37G Unit Model	1
3.	Post style pedestal mounting	1
4.	Steel Hydraulic Reservoir, Pedestal Mounted, 15 Gallon	1
5.	Single, One (1) Man, Fiberglass Platform; End Mounted with 180 degree rotator. 24 x 30 x 42 inches, includes hydraulic tilt.	1
6.	Two (2) Platform Steps	1
7.	Soft nylon reinforced vinyl platform cover for a 24 x 30 inch platform	1
8.	Platform liner for a 24 x 30 x 42 inch platform	1
9.	Platform Capacity, 400LBS.	1
10.	Altec Patented ISO-Grip Insulating 3 Function, Proportional Speed, Upper Control Handle - with safety interlock and interlock guard. Forward/back operates upper boom in/out, tiller operates rotation CW/CCW, and up/down operates upper boom up/down. The lower arm articulation up/down and platform leveling are controlled with separate interlocked control handles.	1
11.	Secondary Stowage System: 12 VDC powered motor and pump assembly for temporary operation of the unit in a situation wherein the primary hydraulic source fails. Electric motor is powered by the chassis battery. Control is operated with an air plunger at the platform and switch at the lower control station. This feature allows the operator to completely stow the booms and platform.	1
12.	Manual lowering valve located at the boomtip. For use in emergency situations to allow the operator to lower the boom to the ground	1
13.	Powder coat unit Altec White.	1
<u>Unit & Hydraulic Acc.</u>		
14.	HVI-22 Hydraulic Oil (Standard).	32
15.	Standard Pump For PTO	1
16.	Hot shift PTO for automatic transmission	1
<u>Body</u>		
17.	108 Inch Universal Small Aerial Body for a 60 Inch CA Chassis with 38 Inch Long Side Access Tailshelf to Meet the Following Specifications:	1
A.	Basic body fabricated from A40 grade 100% zinc alloy coated steel	
B.	All doors are full, double paneled, self-sealed with built-in drainage.	
C.	Stainless steel hinge rods extend full length of door.	
D.	Door hinges are zinc alloy material attached with rivets	
E.	All doors contain stainless steel, flush mounted, paddle activated rotary style latches with two-stage locking, including keyed locks and adjustable strikers.	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>
F.	Heavy-gauge welded steel frame construction with smooth galvaneal floor.	
G.	Possible contact edges are folded for safety.	
H.	Door header drip rail at top for maximum weather protection.	
I.	Neoprene or rolled fenders on wheel fender panels.	
J.	Steel treated for improved primer bond and rust resistance.	
K.	Automotive underseal applied to body.	
L.	Automotive type non-porous door seals fastened to the door facing.	
M.	108 Inch Body Length	
N.	40 Inch Body Height (Standard)	
O.	94 Inch Body Width (Standard)	
P.	20 Inch Body Compartment Depth (Standard)	
R.	8 Inch Body crossmembers (Standard)	
S.	No Treadplate On Compartment Tops	
T.	6 Inch tall wooden tailboard installed at the rear of body cargo area	
U.	Stainless Steel Rotary Paddle Latch With Lock (Standard)	
V.	Master Body Locking System (Standard)	
W.	One (1) wheel chock holder installed in fender panel on each side of body.	
X.	Gas Shock Type Rigid Door Holders For Vertical Doors (Standard)	
Y.	Chains On Horizontal Doors	
Z.	Hotstick shelf extending full length of body on curbside.	
AA.	Drop-Down Hot Stick Door For One (1) Shelf (Right Side)	
AB.	Two (2) Hot Stick Brackets	
AC.	1st Vertical streetside (LH) - Two (2) Adjustable Shelves With Removable Dividers On 4 Inch Centers	
AD.	1st Horizontal streetside (LH) - One (1) Fixed Shelf With Removable Dividers On 8 Inch Centers	
AE.	Rear Vertical streetside (LH) - Six (6) Adjustable Locking Swivel Hooks	
AF.	1st Vertical curbside (RH) - Seven (7) Adjustable Locking Swivel Hooks, Louvered Panel Installed in Cargo Wall	
AG.	1st Horizontal curbside (RH) - Vacant	
AH.	Rear Vertical curbside (RH) - Two (2) Adjustable Shelves With Removable Dividers On 4 Inch Centers	
AI.	Lexan Rock Guards Installed In Front Of Body At The Bottom	
AJ.	One (1) Small Bolt-On Grab Handle Installed At Rear Of Curbside Compartments	
AK.	38 Inch Tailshelf with Integrated Side Access Steps and Smooth Galvaneal Floor Installed at Rear of Body. Includes One (1) U-Shaped Grab Handle.	

Body and Chassis Accessories

18.	Expanded Metal Steel Cab Guard -Full expanded metal cabguard -Steel uprights and supports to tie into chassis frame	1
19.	Rear Window Guard, With Punched Metal, Perimeter Follows Contour Of Rear Window, Typically Mounted to Body Bulkhead	1
20.	ICC Underride Protection	1
21.	T-60 Style Pintle Hitch (30,000 LB MGTW with 6,000 LB MVL)	1
22.	Set Of Eye Bolts for Trailer Safety Chain, installed one each side of towing device mount.	1
23.	Rear Torsion Bar Installed On Chassis	1

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UTILITY EQUIPMENT AND BODIES SINCE 1929

<u>Item</u>	<u>Description</u>	<u>Qty</u>
24.	Appropriate counterweight added for stability.	1
25.	Cable Step Installed At Rear, Single Step Installed below gripstrut side access	1
26.	Custom Access Step -Gripstrut cabguard access step to provide access from CS of cargo area	1
27.	Platform Rest, Rigid with Rubber Tube	1
28.	Boom Rest for a Telescopic Unit	1
29.	Mud Flaps With Altec Logo (Pair)	1
30.	Wheel Chocks, Rubber, 9.75" L x 7.75" W x 5.00" H, with 4" L Metal Hairpin Style Handle (Pair)	1
31.	U-Shaped Grab Handle -Two (2) installed on cabguard for use with cabguard access step	2
32.	Slope Indicator Assembly For Machine Without Outriggers	1
33.	Post Style Cone Holder (Holds up to four 15"x15" large cones) -Installed on SS of tailshelf	1
34.	5 LB Fire Extinguisher With Light Duty Bracket, Shipped Loose	1
35.	Triangular Reflector Kit, Shipped Loose	1
36.	Soft Vinyl Lanyard Pouch	1
37.	Vinyl manual pouch for storage of all operator and parts manuals	1

Electrical Accessories

38.	Lights and reflectors in accordance with FMVSS #108 lighting package. (Complete LED, including LED reverse lights)	1
39.	Custom Strobe Light -4-Corner strobes, Amber LED -Two (2) installed in top corners of cabguard uprights -Two (2) installed in light channel at rear	1
40.	PTO Hour Meter, Analog, with 100,000 Hour Display	1
41.	6-Way Trailer Receptacle (Pin Type) Installed At Rear	1
42.	Ford Upfitter Switches (Supplied With Chassis)	1
43.	Start/Stop/Throttle Module, 12 Volt System	1
44.	Install Chassis (OEM) Supplied Backup Camera in Final Assembly	1
45.	Install secondary stowage system.	1
46.	PTO Indicator Light Installed In Cab	1

<u>Item</u>	<u>Description</u>	<u>Qty</u>
<u>Finishing Details</u>		
47.	Powder Coat Unit Altec White	1
48.	Altec Standard; Components mounted below frame rail shall be coated black by Altec. i.e. step bumpers, steps, frame extension, pintle hook mount, dock bumper mounts, D-rings, receiver tubes, accessory mounts, light brackets, under-ride protection, etc. Components mounted to under side of body shall be coated black by Altec. i.e. Wheel chock holders, mud flap brackets, pad carriers, boxes, lighting brackets, steps, and ladders.	1
49.	Apply Non-Skid Coating to all walking surfaces	1
50.	English Safety And Instructional Decals	1
51.	Vehicle Height Placard - Installed In Cab	1
52.	Placard, HVI-22 Hydraulic Oil	1
53.	Dielectric test unit according to ANSI requirements.	1
54.	Stability test unit according to ANSI requirements.	1
55.	Focus Factory Build	1
56.	Delivery Of Completed Unit	1
57.	Inbound Freight	1
58.	AT37G FA Installation	1
<u>Chassis</u>		
59.	Chassis	1
60.	Altec Supplied Chassis	1
61.	2019 Model Year	1
62.	Ford F550	1
63.	4x4	1
64.	60 Clear CA (Round To Next Whole Number)	1
65.	Regular Cab	1
66.	Chassis Cab	1
67.	XL Trim Package	1
68.	Chassis Color - White	1
69.	Ford Gas 6.8L	1
70.	Ford Torqshift 6-Speed (6R140) Automatic Transmission (w/PTO Provision)	1

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<u>Item</u>	<u>Description</u>	<u>Qty</u>
71.	GVWR 19,000 LBS	1
72.	7,500 LBS Front GAWR	1
73.	13,660 LBS Rear GAWR	1
74.	Hydraulic Brakes	1
75.	Park Brake In Rear Wheels	1
76.	Ford E/F250-550 Single Horizontal Right Side Exhaust	1
77.	872 - Rear View Camera and Prep Kit	1
78.	No Idle Engine Shut-Down Required	1
79.	50-State Emissions	1
80.	Ford 40 Gallon Fuel Tank (Rear)	1
81.	AM/FM Radio	1
82.	Ford SYNC	1
83.	Air Conditioning	1
84.	Backup Camera, OEM Supplied	1
85.	Cruise Control	1
86.	Keyless Entry	1
87.	Power Door Locks	1
88.	Power Windows	1
89.	Tachometer	1
90.	Tilt Steering Wheel	1
91.	Running Boards (Supplied By Chassis OEM)	1
92.	Snow Plow Package	1
93.	Trailer Brake Controller (Factory Installed)	1
<u>Additional Pricing</u>		
94.	Standard Altec Warranty: One (1) year parts warranty, one (1) year labor warranty, ninety (90) days warranty for travel charges, limited lifetime structural warranty	1

Altec Industries, Inc.

BY _____

Jordan Morris

Notes:

1 Altec Standard Warranty:

One (1) year parts warranty.

One (1) year labor warranty.

Ninety (90) days warranty for travel charges.

Warranty on structural integrity of the following major components is to be warranted for so long as the initial purchaser owns the product: Booms, boom articulation links, hydraulic cylinder structures, outrigger weldments, pedestals, subbases and turntables.

Altec is to supply a self-directed, computer based training (CBT) program. This program will provide basic instruction in the safe operation of this aerial device. This program will also include and explain ANSI and OSHA requirements related to the proper use and operation of this unit.

Altec offers its standard limited warranty with the Altec supplied components which make up the Altec Unit and its installation, but expressly disclaims any and all warranties, liabilities, and responsibilities, including any implied warranties of fitness for a particular purpose and merchantability, for any customer supplied parts

Altec designs and manufactures to applicable Federal Motor Vehicle Safety and DOT standards

2 Altec takes pride in offering solutions that provide a safer work environment for our customers. In an effort to focus on safety, we would encourage you to consider the following items:

Outrigger pads (When Applicable)
Fall Protection System
Fire extinguisher/DOT kit
Platform Liner (When Applicable)
Altec Sentry Training
Wheel Chocks

The aforementioned equipment can be offered in our new equipment quotations. If you find that any of these items have not been listed as priced options in the body of your quotation and are required by your company, we would encourage you to contact your Altec Account Manager and have an updated quotation developed for you. These options must be listed as individual options in the body of the quotation for them to be supplied by Altec.

3 Altec Extended Warranty Option:

Labor/Material/Expense for 1 Year. Price to be quoted

An Altec Extended Warranty is an extension of Altec's Limited Warranty, that protects you from the repair cost associated with defects of materials and workmanship beyond the first year of ownership.

A number of packages are available and can be quoted upon request.

4 Unless otherwise noted, all measurements used in this quote are based on a 40 inch (1016mm) chassis

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frame height and standard cab height for standard configurations.

5 F.O.B. - Customer Site

6 Changes made to this order may affect whether or not this vehicle is subject to F.E.T. A review will be made at the time of invoicing and any applicable F.E.T. will be added to the invoice amount.

7 Price does not reflect any local, state or Federal Excise Taxes (F.E.T). The quote also does not reflect any local title or licensing fees. All appropriate taxes will be added to the final price in accordance with regulations in effect at time of invoicing.

8 Interest charge of 1/2% per month to be added for late payment.

9 Delivery: 300-330 days after receipt of order PROVIDING:

- A. Order is received within 14 days from the date of the quote. If initial timeframe expires, please contact your Altec representative for an updated delivery commitment.
- B. Chassis is received a minimum of sixty (60) days before scheduled delivery.
- C. Customer approval drawings are returned by requested date.
- D. Customer supplied accessories are received by date necessary for compliance with scheduled delivery.
- E. Customer expectations are accurately captured prior to releasing the order. Unexpected additions or changes made at a customer inspection will delay the delivery of the vehicle.

Altec reserves the right to change suppliers in order to meet customer delivery requirements, unless specifically identified, by the customer, during the quote and or ordering process.

10 Trade-in offer is conditional upon equipment being maintained to DOT (Department of Transportation) operating and safety standards. This will include, but is not limited to tires, lights, brakes, glass, etc. All equipment, i.e., jibs, winches, pintle hooks, trailer connectors, etc., are to remain with unit unless otherwise agreed upon in writing by both parties. ALTEC Industries reserves the right to re-negotiate its trade-in offer if these conditions are not met.

All reasonable and necessary expenses required of ALTEC Industries to execute transportation of the trade-in will be invoiced to the customer for payment if these conditions are not met to maintain DOT standards.

Customer may exercise the option to rescind this agreement in writing within sixty (60) days after receipt of purchase order. After that time ALTEC Industries will expect receipt of trade-in vehicle upon delivery of new equipment as part of the terms of the purchase order unless other arrangements have been made.

11 This quotation is valid until MAY 04, 2018. After this date, please contact Altec Industries, Inc. for a possible extension.

12 After the initial warranty period, Altec Industries, Inc. offers mobile service units, in-shop service and same day parts shipments on most parts from service locations nationwide at an additional competitive labor and parts rate. Call 877-GO-ALTEC for all of your Parts and Service needs.

13 Please email Altec Capital at finance@altec.com or call 888-408-8148 for a lease quote today.

14 Please direct all questions to Jenny Carlson at (270) 360-0600

Quoted for: CITY OF DANIA BEACH

Customer Contact:

Phone: /Fax: /Email:

Quoted by: JORDAN MORRIS

Phone: 270-505-1555/Fax: /Email: jordan.morris@altec.com

Altec Account Manager: JENNY CARLSON

REFERENCE ALTEC MODEL

AT37-G	Articulating Telescopic Aerial Device (Insulated)	\$99,290
---------------	--	-----------------

(A.) NJPA OPTIONS ON CONTRACT (Unit)

1	AT37-G-GAS	Gas Engine	-\$4,312
2	AT37-G-AWD	All Wheel Drive	\$5,075
3			
4			
5			
6			
7			

(A1.) NJPA OPTIONS ON CONTRACT (General)

1	SPOT3	FOUR (4) POINT STROBE SYSTEM (LED)	\$545
2	CG	Cab Guard	\$2,775
3	RW	Rear Window Guard	\$263
4			
5			
6			
7			
8			

NJPA OPTIONS TOTAL: \$103,636

(B.) OPEN MARKET ITEMS (Customer Requested)

1	UNIT	15 Gallon Steel Reservoir	\$171
2	UNIT & HYDRAULIC ACC		
3	BODY		
4	BODY & CHASSIS ACC	T-60 Style Pintle Hitch and Post Style Cone Holder	\$716
5	ELECTRICAL		
6	FINISHING		
7	CHASSIS	2019 Ford F550 4x4 w/ Gas	
8	OTHER		

OPEN MARKET OPTIONS TOTAL: \$887

SUB-TOTAL FOR UNIT/BODY/CHASSIS: \$104,523

Delivery to Customer: \$2,054

TOTAL FOR UNIT/BODY/CHASSIS: \$106,577

(C.) ADDITIONAL ITEMS (items are not included in total above)

1	Warranty	5 Year Altec Parts and Labor (No Travel)	\$2,431
2			
3			
4			

****Pricing valid for 45 days****

NOTES

PAINT COLOR: White to match chassis, unless otherwise specified

WARRANTY: Standard Altec Warranty for Aerials and Derricks - One (1) year parts warranty One (1) year labor warranty Ninety (90) days warranty for travel charges (Mobile Service) Limited Lifetime Structural Warranty. Chassis to include standard warranty, per the manufacturer.

TO ORDER: To order, please contact the Altec Account Manager listed above.

CHASSIS: Per Altec Commercial Standard

DELIVERY: No later than **300-330** days ARO, FOB Customer Location

TERMS: Net 30 days

BEST VALUE: Altec boasts the following "Best Value" features: Altec ISO Grip Controls for Extra Protection, Only Lifetime Warranty on Structural Components in Industry, Largest Service Network in Industry (Domestic and Overseas), Altec SENTRY Web/CD Based Training, Dedicated/Direct Gov't Sales Manager, In-Service Training with Every Order.

TRADE-IN: Equipment trades must be received in operational condition (as initial inspection) and DOT compliant at the time of pick-up. Failure to comply with these requirements, may result in customer bill-back repairs.

BUILD LOCATION: ELIZABETHTOWN, KY

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

TO APPROVE AND ADOPT A RESOLUTION OF THE CITY OF DANIA BEACH, FLORIDA REQUESTING ADVANCE APPROVAL FROM THE CITY COMMISSION FOR ADVERTISEMENT OF A REQUEST FOR PROPOSAL ("RFP") FOR THE DANIA BEACH BATHROOM RENOVATION, PUBLIC SHOWER, AND ELECTRICAL SERVICES LATERAL PROJECT UNDER PHASE II OF THE BEACH REVITALIZATION; AUTHORIZING THE CITY MANAGER TO PREPARE AND ISSUE THE RFP FOR CONSTRUCTION SERVICES; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

Purchasing Requests ONLY

Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

Exhibits Attached

2018+Agenda+Memo-
+Dania+Beach+Revitalization+Phase+II+Project+Approval+to+Advertise+-+rsn, R-2018-
Beach Revitalization Phase II Bathroom, Shower and Electrical Approval to Bid



City of Dania Beach

Department of Public Services

100 West Dania Beach Blvd · Dania Beach, FL 33004 · (954) 924-3741 · (954) 923-1109 (Fax)

MEMORANDUM

TO: Honorable Mayor and Commissioners

FROM: Robert Baldwin, City Manager

BY: Brad Kaine, Director of Public Services
Ronnie Navarro, PE, Deputy Director/City Engineer

DATE: June 26, 2018

RE: Approval to Advertise the Dania Beach Revitalization Phase II Project

Introduction and Background

On January 9, 2018 the City Commission approved Resolution 2018-006 authorizing the award of consulting services to Cartaya & Associates to proceed with the design of the bathroom, outside shower located in the median and the electrical laterals. The project is near completion and is ready for the bid process. Public Services is requesting approval to advertise this project for construction in three components: bathroom renovation, median island showers, and electrical laterals.

Recommendation

Public Services is recommending the City Commission approve advertising the Dania Beach Revitalization Phase II Project and authorize the City Manager.

RESOLUTION NO. 2018-087

A RESOLUTION OF THE CITY COMMISSION OF THE CITY DANIA BEACH, FLORIDA REQUESTING ADVANCE APPROVAL FROM THE CITY COMMISSION FOR ADVERTISEMENT OF A REQUEST FOR PROPOSAL (“RFP”) FOR THE DANIA BEACH BATHROOM RENOVATION, PUBLIC SHOWER, AND ELECTRICAL SERVICE LATERAL PROJECT UNDER PHASE II OF THE BEACH REVITALIZATION; AUTHORIZING THE CITY MANAGER TO PREPARE AND ISSUE THE RFP FOR CONSTRUCTION SERVICES; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 2-16 of the City Code of Ordinances provides that all City Departments, Divisions and City Staff, prior to placing an item on a City Commission agenda for formal City Commission approval for competitive bidding or for waiver of bidding, shall obtain advance City Commission conceptual approval by Resolution of any proposed capital project or capital purchase appropriated in the City Budget approved by the City Commission when bidding would otherwise be required, and the Resolution shall also identify all sources of planned funding, including appropriations of available cash balances, loans and grants; and

WHEREAS, the Director of Public Services and the City Engineer/Deputy Director have determined it is necessary to issue a Request for Proposals (“RFP”) to solicit competitive proposals from qualified firms for the construction of the Dania Beach Bathroom Renovation, Public Shower, and Electrical Service Lateral Project under Phase II of the Beach Revitalization Project; and

WHEREAS, funding is available and appropriated in the Beach Revitalization Phase II Project 301-72-60-572-63-10;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA:

Section 1. That the foregoing “WHEREAS” clauses are true, correct and are ratified and confirmed by the City Commission.

Section 2. That funding is planned and appropriated in the FY 2017-2018 budget in the Capital Projects Account Number 301-72-60-572-63-10.

Section 3. That the City Commission authorizes the City Manager to issue a Request for Proposal (RFP) to solicit competitive proposals from qualified firms for the construction of

the Dania Beach Bathroom Renovation, Public Shower, and Electrical Service Lateral Project under Phase II of the Beach Revitalization Project.

Section 4. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 5. That this Resolution shall be in full force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on June 26, 2018.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Resolution

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION AUTHORIZING THE EXPENDITURE OF FUNDS FROM VARIOUS CITY DEPARTMENTS FOR SERVICES PURCHASED FROM SHI INTERNATIONAL CORP UNDER FLORIDA STATE CONTRACT 43230000-15-02 FOR FISCAL YEAR 2017/2018, ENDING SEPTEMBER 30, 2018, FOR PURCHASES THAT WILL EXCEED AN ANNUAL VENDOR TOTAL AMOUNT OF TWENTY FIVE THOUSAND DOLLARS (\$25,000.00); PROCEEDING WITHOUT COMPETITIVE BIDDING AND AUTHORIZING SUCH PURCHASES THAT ARE TO BE MADE WITHIN THE RESPECTIVE DEPARTMENTS' APPROVED ANNUAL BUDGET APPROPRIATIONS

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

DFA-18-011 SHI International Exceed \$25K, R-2018- SHI International Corp. Authorization to Exceed \$25K



**CITY OF DANIA BEACH
DEPARTMENT OF FINANCE
MEMORANDUM**

TO: Robert Baldwin, City Manager
Colin Donnelly, Assistant City Manager

From: Nicki Satterfield, Finance Director Memo: DFA-18-011

DATE: June 25, 2018

SUBJECT: SHI International Corp. State Contract Permission to Exceed \$25K

The City of Dania Beach currently uses SHI International Corp. for its annual Microsoft Licensing Agreement under the Florida State Contract. The City Commission approved renewal of the contract with SHI International via resolution 2016-115 effective February 1, 2016 through January 31, 2019.

The annual Microsoft Licensing renewal due in August 2018 is an estimated amount of Twenty Six Thousand Seven Hundred Fifty Three Dollars and Thirty Cents (\$26,753.30)

The Community Development Department is seeking to purchase computer equipment from SHI International Corp. during the current fiscal year in the amount of Thirteen Thousand Five Hundred Seventy Eight Dollars and Sixty Two Cents (\$13,578.62) which will now bring the vendor total in excess of the annual Twenty Five Thousand Dollars (\$25,000.00) City purchase threshold for a single vendor and, therefore, requires City Commission approval.

The attached resolution authorizes the City to use the pricing available with SHI International Corp. under State Contract No. 43230000-15-02 which is valid and has been previously approved by the Commission through January 31, 2019.

Staff recommends approval of this resolution.

RESOLUTION NO. 2018-088

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE EXPENDITURE OF FUNDS FROM VARIOUS CITY DEPARTMENTS FOR SERVICES PURCHASED FROM SHI INTERNATIONAL CORP. UNDER FLORIDA STATE CONTRACT 43230000-15-02 FOR FISCAL YEAR 2017/2018, ENDING SEPTEMBER 30, 2018, FOR PURCHASES THAT WILL EXCEED AN ANNUAL VENDOR TOTAL AMOUNT OF TWENTY FIVE THOUSAND DOLLARS (\$25,000.00); PROCEEDING WITHOUT COMPETITIVE BIDDING AND AUTHORIZING SUCH PURCHASES THAT ARE TO BE MADE WITHIN THE RESPECTIVE DEPARTMENTS' APPROVED ANNUAL BUDGET APPROPRIATIONS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Charter of the City of Dania Beach, Part III, Article 3, Section 4, Subsection (j), authorizes the City Manager to purchase supplies, services, equipment and materials for the City government in amounts in excess of the established monetary threshold without competitive bidding and without advertisement for bids if he is authorized to do so in advance by a resolution adopted by the City Commission; and

WHEREAS, the Dania Beach Code of Ordinances, Chapter 2, Article 1, Section 2-10, "Monetary thresholds for certain purchases and payment disbursement authorizations", Subsection (a), sets the monetary threshold at Twenty Five Thousand Dollars (\$25,000.00) for a vendor each fiscal year; and

WHEREAS, the City Commission previously approved Resolution 2016-115 authorizing the City to enter into an agreement with SHI International Corp. for annual Microsoft Licensing until January 31, 2019; and

WHEREAS, the annual Microsoft Licensing renewal due in August 2018 is an estimated amount of Twenty Six Thousand Seven Hundred Fifty Three Dollars and Thirty Cents (\$26,753.30); and

WHEREAS, the Community Development Department is now seeking to purchase computer equipment from SHI International Corp. during the current fiscal year in the amount of Thirteen Thousand Five Hundred Seventy Eight Dollars and Sixty Two Cents (\$13,578.62) which will now bring the vendor total in excess of the annual Twenty Five Thousand Dollars (\$25,000.00) City purchase threshold for a single vendor and, therefore, City Commission approval is required; and

WHEREAS, the City Administration anticipates the possible addition of future licenses and equipment;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA:

Section 1. That the above “Whereas” clauses are ratified and confirmed, and they are made a part of and incorporated into this Resolution by this reference.

Section 2. That the City Commission authorizes the purchase of equipment and software from SHI International Corp. in an amount exceeding the annual amount of the Twenty Five Thousand Dollars (\$25,000.00) purchase threshold for a single vendor, and the proper City officials are authorized to execute any necessary agreements that are deemed necessary and proper.

Section 3. That all Departments’ purchases from SHI International Corp. shall be subject to and made within the respective Departments’ approved level of their respective annual budget appropriations and in accordance with the City of Dania Beach Purchasing Policy for each fiscal year.

Section 4. That the City Manager and City Attorney are authorized to make minor revisions to the necessary documents as are deemed necessary and proper and in the best interest of the City.

Section 5. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 6. That this Resolution shall become effective upon its passage and adoption.

PASSED and ADOPTED on June 26, 2018.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION SUPPORTING A NATIONAL EFFORT FOR THE RESETTLEMENT OF REFUGEES, IRRESPECTIVE OF THEIR RELIGION, RACE, NATIONALITY, OR COUNTRY OF ORIGIN AND URGING OTHER FLORIDA COMMUNITIES TO SUPPORT A STRONGER NATIONAL EFFORT TO RESETTLE THE MOST VULNERABLE REFUGEES; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

R-2018- Support of Resettlement of Refugees

RESOLUTION NO. 2018-089

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, SUPPORTING A NATIONAL EFFORT FOR THE RESETTLEMENT OF REFUGEES, IRRESPECTIVE OF THEIR RELIGION, RACE, NATIONALITY, OR COUNTRY OF ORIGIN AND URGING OTHER FLORIDA COMMUNITIES TO SUPPORT A STRONGER NATIONAL EFFORT TO RESETTLE THE MOST VULNERABLE REFUGEES; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Dania Beach, Florida, recognizes that there are more refugees in the world today than at any other time since World War II, and more than half of the world's refugees are children; and

WHEREAS, refugees are fleeing armed conflict and human rights abuses in Africa, the Middle East, Southeast Asia, Central America and other regions; and

WHEREAS, more than half of the world's refugees are hosted by only ten countries and many of these countries do not have adequate resources to keep refugees fed, housed and safe; and

WHEREAS, there is a continued lack of funding for humanitarian aid in host countries and food rations and medical aid are inadequate for many refugees; and

WHEREAS, refugees who need to be resettled include torture survivors, people with severe medication conditions, LGBTI individuals, children traveling alone, and women and children at risk; all of whom cannot return home and cannot stay in their host country due to their extreme vulnerability; and

WHEREAS, the United Nations High Commissioner for Refugees (UNHCR) has determined that 1.2 million refugees are in need of immediate resettlement, but less than 150,000 resettlement places are available worldwide; and

WHEREAS, refugees in need of resettlement represent only a small percent of the world's population; and

WHEREAS, in keeping with our national values and respect for human rights, the City Commission encourages the United States to welcome refugees through a stronger national effort to resettle the most vulnerable refugees;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA:

Section 1. That the foregoing “WHEREAS” clauses are ratified and confirmed as being true and correct and they are made a specific part of this Resolution.

Section 2. That the City Commission of the City of Dania Beach supports a national effort for the resettlement of refugees, irrespective of their religion, race, nationality or country of origin and urge other Florida communities to support a stronger national effort to resettle the most vulnerable refugees.

Section 3. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 4. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED on June 26, 2018.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)		
ADOPT RESOLUTION RECOGNIZING YOUTH MENTORING ORGANIZATIONS AND THE CITY'S EFFORTS AND INITIATIVES TO FORMALLY CONTINUE THE SUPPORT OF MENTORING PROGRAMS		

Purchasing Requests ONLY		
Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

Exhibits Attached
R-2018- Youth Mentoring Recognition and Support

RESOLUTION NO. 2018-090

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, RECOGNIZING YOUTH MENTORING ORGANIZATIONS AND THE CITY'S EFFORTS AND INITIATIVES TO FORMALLY CONTINUE THE SUPPORT OF MENTORING PROGRAMS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Dania Beach, Florida, recognizes the need for mentoring services and programs to assist in the better overall development of the youth and adolescent population within the City; and

WHEREAS, the City Commission has been providing support and the necessary resources to local non-profit organizations to assist in the operation and implementation of youth mentoring and support programs for the City's youth and high school population residents; and

WHEREAS, the City Commission would like to formally recognize the following mentoring organizations that have been providing mentoring services to the youths and adolescent population in the community:

- 1.) I AM CHOSEN INC.
- 2.) R.O.Y.A.L.T.Y
- 3.) Position for Purpose; and

WHEREAS, youth mentoring programs and initiatives are valuable educational, career and workforce development tools to the City of Dania Beach, including the business community, providing valuable insight into future career interests and post-secondary pursuits, and allowing the City to connect future-skilled employees with the South Florida world-class educational and business communities; and

WHEREAS, the formal recognition of mentoring programs and organizations, and the continued support by the City Commission, would enable the City to secure additional funding sources to assist in the operation and implementation of mentoring services for the youth and adolescent population within the Dania Beach community;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA:

Section 1. That the foregoing “WHEREAS” clauses are ratified and confirmed as being true and correct and they are made a specific part of this Resolution.

Section 2. The City Commission recognizes the above mentoring programs and organizations currently providing services to the City’s youth and adolescent population and the need to formally work in conjunction with the City Parks and Recreation Department to continue to support youth mentoring organizations and programs that provide services to the City’s youth and adolescent population.

Section 3. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 4. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED on June 26, 2018.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Resolution

Continued from:

Requested Action (Identify appropriate Action or Motion)
Approval of Resolution to Purchase Telephone and Communications System and Service

Purchasing Requests ONLY		
Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

Exhibits Attached
DFA-18-013 RingCentral, Inc, R-2018- Ring Central, Inc. Telephone & Communications Data System, RingCentral, LLC - City Proposal, RingCentral, LLC - TIPS Cooperative Contract, TIPS Cooperative - Interlocal Agreement - City of Dania Beach



**CITY OF DANIA BEACH
DEPARTMENT OF FINANCE
MEMORANDUM**

TO: Honorable Mayor Tamara James
Honorable Vice Mayor William Harris
Honorable Commissioner Chickie Brandimarte
Honorable Commissioner Bobbie Grace
Honorable Commissioner Marco Salvino, Sr.

Memo #: DFA-18-013

FROM: Robert Baldwin, City Manager

VIA: Nicki Satterfield, Finance Director

DATE: June 26, 2018

SUBJECT: RingCentral, Inc. - Internet Cloud Based Decentralized Phone System

BACKGROUND

The City currently utilizes the Avaya Phone System which was purchased in 2007. This system currently runs on a hard line connection from AT & T with no redundant (backup) connection. In 2017, after Hurricane Irma, the City's current phone system was down for nearly a week after the storm, due to AT & T connectivity issues.

As you are aware the City intends to temporarily relocate the EOC center to the Morrison Hotel for the 2018 hurricane season. The current phone system will only provide for the forwarding of one phone line to the alternate location. Additionally, if power is lost at City Hall, or the generator fails, or the City Hall building structure is compromised, the phone system would no longer be functional.

The City's Information Technology (IT) Manager has viewed multiple telephone and communications data systems and related services and has determined the internet cloud based decentralized phone system is best suited for the City's needs.

Technological advancements now provide for a more robust system offering cloud based phone systems with internet connection services which can be hard line, Wi-Fi, or cellular, offering multiple connectivity sources. This will provide the City with flexibility to connect not only through multiple internet connections but will most importantly provide for portability of the phone system. This means the City can run its phone systems from any location anywhere with or without an actual physical building location.

Cost for system are as follows:

One-Time Costs

Plycom Phone – Hardware	\$ 11,085.00
Less Rebate	\$ - 1,575.00
Professional Services (One Time Cost)	\$ 4,550.00
Less – Two free months of service	<u>\$ - 4,375.74</u>
Sub-total	\$ 9,684.26
Annual Maintenance (<i>recurring annual cost</i>)	\$ <u>26,254.44</u>
Total Estimated Cost	\$ 35,938.70

The budgetary impact for the current FY 2017/2018 fiscal year is estimated at \$15,600.00 Funding is requested to be appropriated from General Fund Contingency 001-18-00-519-99-10 which has a current available balance of \$53,994.00 leaving a remaining balance of \$38,394.00.

RECOMMENDATION

Staff recommends approval of the Resolution purchase the telephone and communications data systems and related services from RingCentral, Inc. utilizing pricing which was competitively bid under the TIPS Cooperative Purchasing Program.

RESOLUTION NO. 2018-091

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE CITY MANAGER TO PURCHASE CITYWIDE TELEPHONE AND COMMUNICATIONS DATA SYSTEM SOFTWARE, HARDWARE AND SERVICES FROM RINGCENTRAL, INC. UTILIZING PRICING UNDER THE INTERLOCAL PURCHASING SYSTEM (TIPS) COOPERATIVE PURCHASING PROGRAM IN AN AMOUNT NOT TO EXCEED THIRTY SEVEN THOUSAND DOLLARS (\$37,000.00); PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Charter of the City of Dania Beach, Part III, Article 3, Section 4, Subsection (j), authorizes the City Manager to purchase supplies, services, equipment and materials for the City government in amounts in excess of the established monetary threshold without competitive bidding and without advertisement for bids if he is authorized to do so in advance by a resolution adopted by the City Commission and if such purchases are made pursuant to a competitive bid obtained within the last eighteen (18) months by other government agencies, such as the federal government, state of Florida or a Florida municipality or county; and

WHEREAS, the Dania Beach Code of Ordinances, Chapter 2, Article 1, Section 2-10, "Monetary thresholds for certain purchases and payment disbursement authorizations", Subsection (a), sets the monetary threshold or limitation at \$25,000.00; and

WHEREAS, the City of Dania Beach currently utilizes the Avaya phone system which was purchased in 2007 and currently runs on a hard line connection from AT&T with no redundant (backup) connection; and

WHEREAS, during hurricane Irma the phone system was down for nearly a full week due to AT&T connectivity issues; and

WHEREAS, technological advancements now provide for a more robust system offering cloud based telephone systems with internet connection services which can be hard line, WiFi, or cellular, offering multiple connectivity sources; and

WHEREAS, the City's Information Technology (IT) Manager has viewed multiple telephone and communications data systems and related services and has determined an internet cloud based decentralized telephone system is best suited for the City's needs; and

WHEREAS, the IT Manager has determined that such services can be purchased at the least cost to the City by utilizing pricing from RingCentral, Inc., under the TIPS Cooperative Purchasing Program, dated May 25, 2018 through May 28, 2021, a copy of which is attached as Exhibit “A”, which is incorporated into this Resolution by this reference; and

WHEREAS, the annual recurring contract cost will be approximately Twenty Six Thousand Two Hundred Fifty Four Dollars and Forty Four Cents (\$26,254.44) each year; therefore, staff is seeking approval to exceed the annual Twenty Five Thousand Dollars vendor threshold for each year the contract is in place provided funds are available and appropriated each fiscal year; and

WHEREAS, the budgetary impact for Fiscal Year 2017-2018 is estimated to be Fifteen Thousand Six Hundred Dollars (\$15,600.00) and requires appropriation of funds;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA:

Section 1. That the foregoing “Whereas” clauses are ratified and confirmed as being true and correct, and they are made a specific part of and incorporated into this Resolution by this reference.

Section 2. That the City Commission authorizes the City Manager to purchase telephone and communications data systems and related services from RingCentral, Inc. under the Tips/Taps Cooperative Purchasing Program, attached as Exhibit “A” and authorizes the proper City officials to execute the necessary documents in an amount not to exceed Thirty Seven Thousand Dollars (\$37,000.00); provided however, that no agreement will become effective unless and until City officials complete their execution of it.

Section 3. That funding shall be made available and appropriated in the General Fund Finance IT Software Account # 001-17-04-516-52-30 and the IT Equipment account 001-17-04-516-65-50 in the amount of Fifteen Thousand Six Hundred Dollars (\$15,600.00) utilizing a transfer from the General Fund Contingency Account 001-18-00-519-99-10 which has a current balance of Fifty Three Thousand Nine Hundred Ninety Four Dollars (\$53,994.00), leaving a remaining balance of Thirty Eight Thousand Three Hundred Ninety Four Dollars (\$38,394.00).

Section 4 That the City Manager and City Attorney are authorized to make minor revisions to any agreement as are deemed necessary and proper and in the best interest of the City.

Section 5. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 6. That this Resolution shall be in full force and take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on June 26, 2018.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

Collaborative Communication



Shawn Hines
Majors Account Executive - SLED

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Largest and fastest-growing pure-play UCaaS provider

\$400M

Revenue run rate

400,000

Business customers

13+

Years of innovation

2,200

Global workforce

box

genex

TEACHERS COLLEGE
COLUMBIA UNIVERSITY

struc'tural
group

JACKSON HEWITT[®]
TAX SERVICE

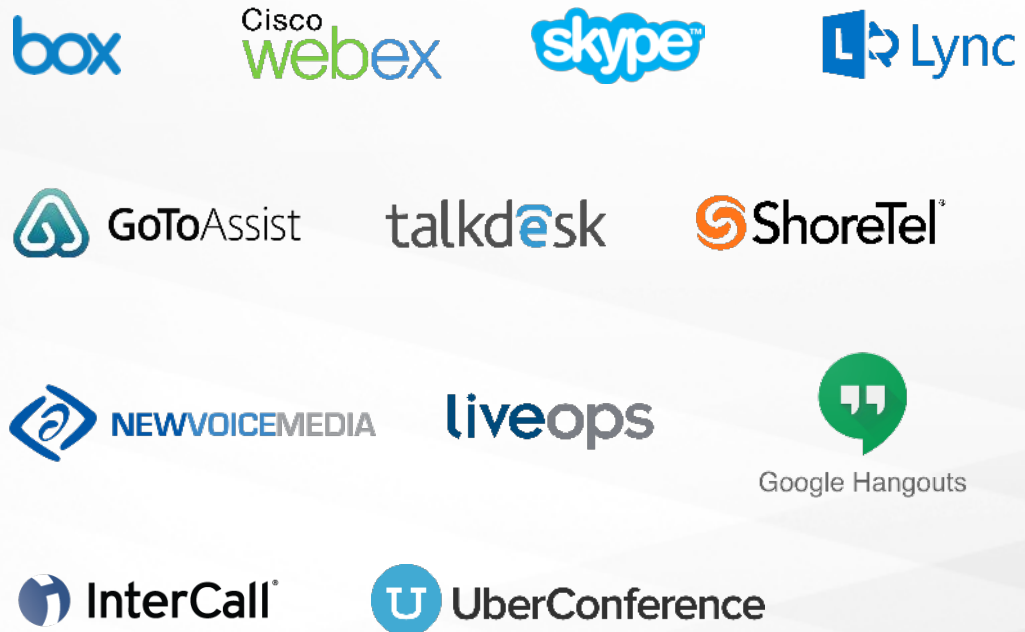
World Vision

RE/MAX[®]

Orangetheory[®]
FITNESS

okta

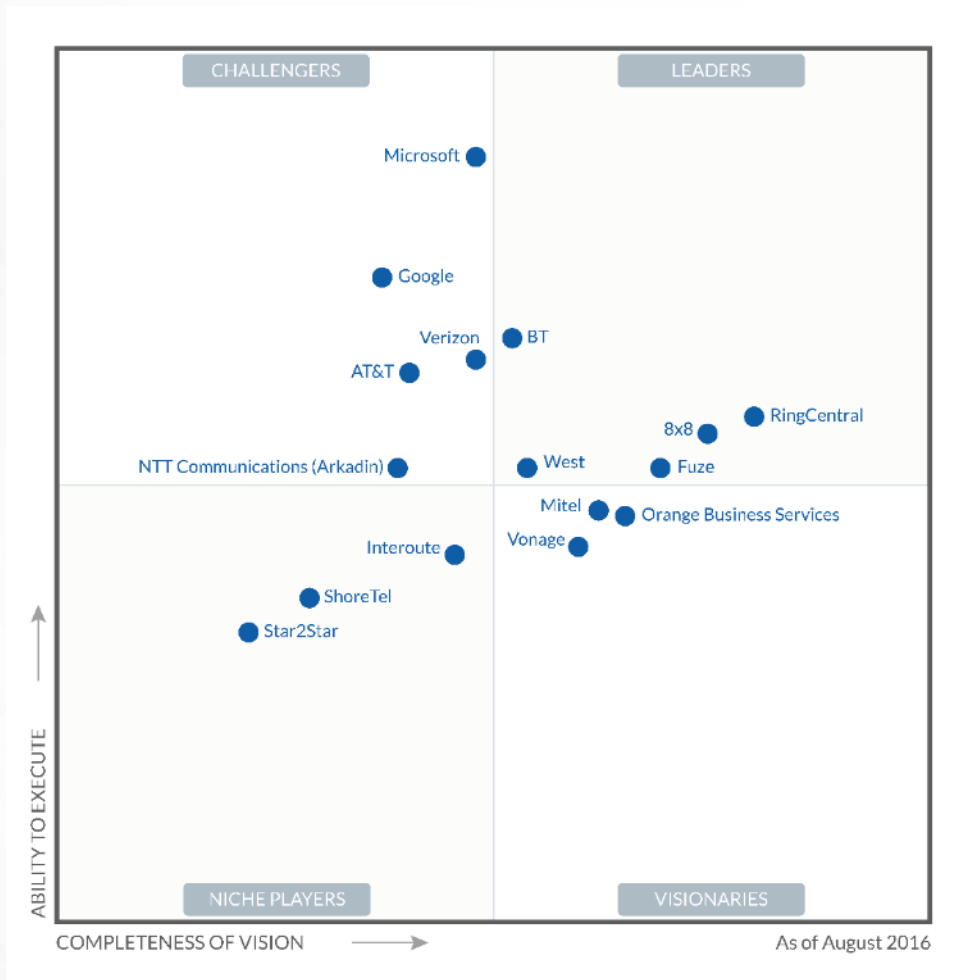
Unifying communications leveraging RC across the enterprise...



“.... RingCentral is enabling us to move away from such voice and conferencing apps as ShoreTel, InterCall, Uber Conference, Skype, Citrix, WebEx and Lync, among others”

Paul Chapman, CIO, Box (CIO.com article)

Industry recognition



Source: Gartner 2016 Magic Quadrant, UCaaS WorldWide

Gartner®

A Gartner Magic Quadrant
Leader for UCaaS 2017, 2016
& 2015

F R O S T & S
S U L L I V A N

Frost & Sullivan Company of
the Year 2017 & 2016

IHS Markit

#1 Leader in the IHS Markit
2017 North American
UCaaS Scorecard

Aragon
Research

Leader in the Aragon Research
Globe for UCC, 2017



INTEGRATED COLLABORATION, IN ONE PLACE

RingCentral Global Office and Meetings

Google integration

ServiceNow integration

OUTCOMES

- ▶ Enjoys greater system security thanks to geographic redundancy offered by the cloud
- ▶ Developed a custom 911 text to the campus first responders
- ▶ Remote faculty worldwide brought online quickly via seamless integration with Google apps

Open and integrated platform



40 team messaging ISV integrations

4,000 developers

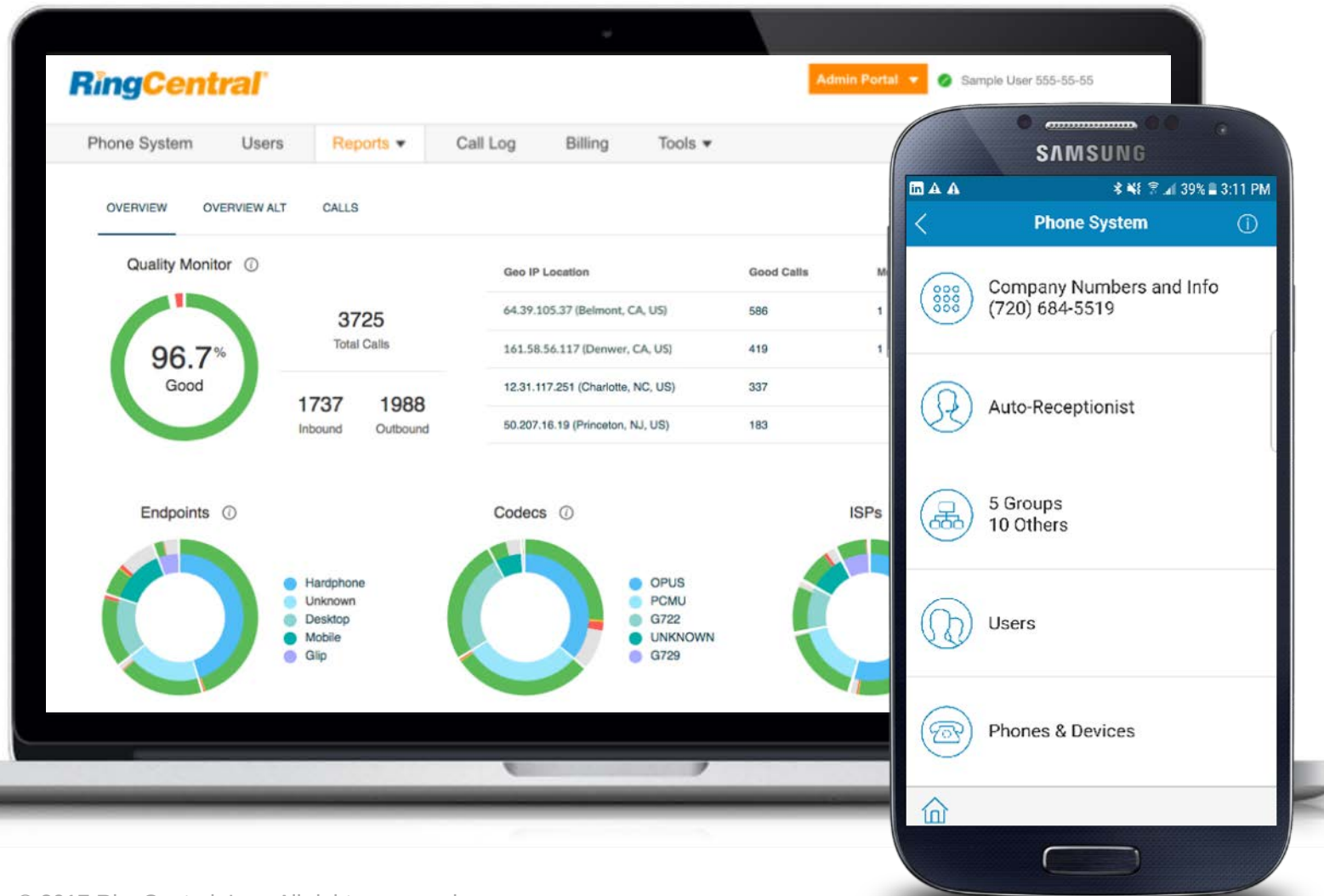
500 Office customizations

45+ Office ISV integrations

And 80+ more Glip integrations

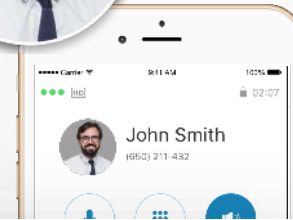
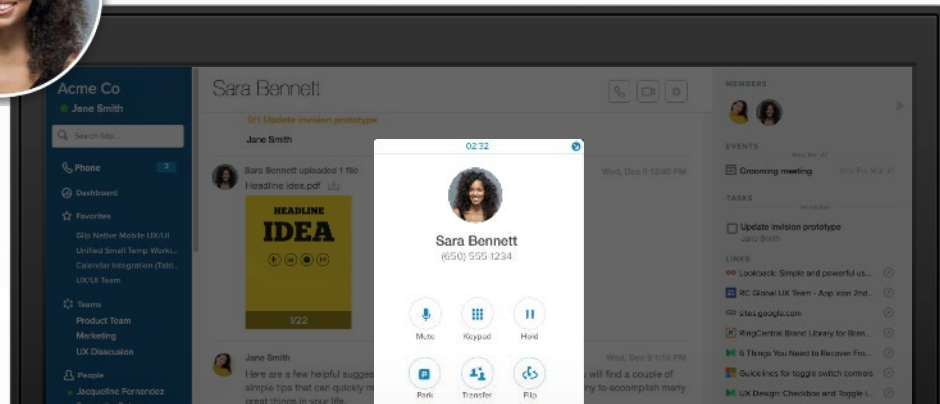
Easy to manage

Administrator

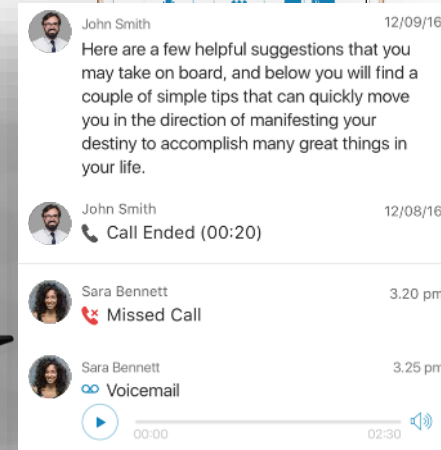
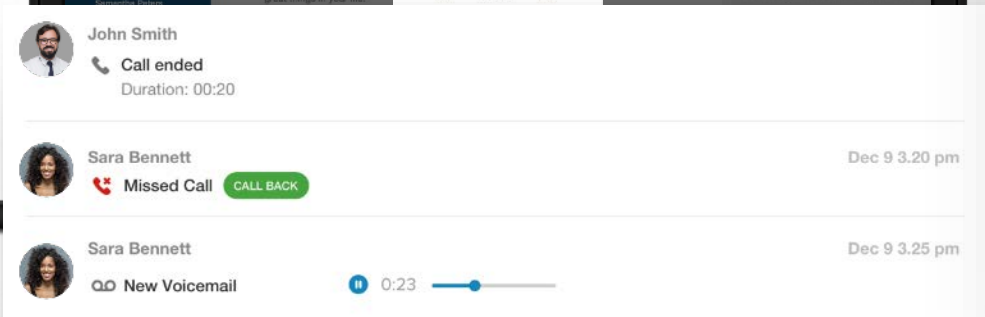


- ▶ Unified management portal
- ▶ Centralized management of branch locations
- ▶ Rapid provisioning
- ▶ Analytics and live reporting

One source for anytime, anywhere communication



▶ Sara and John communicate about an important deal

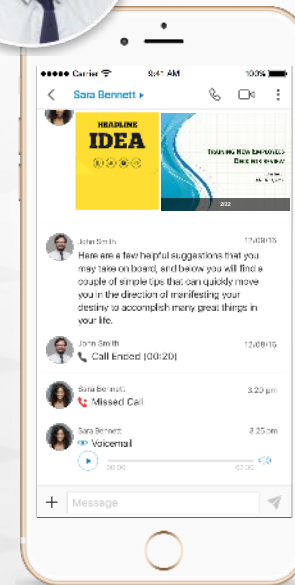
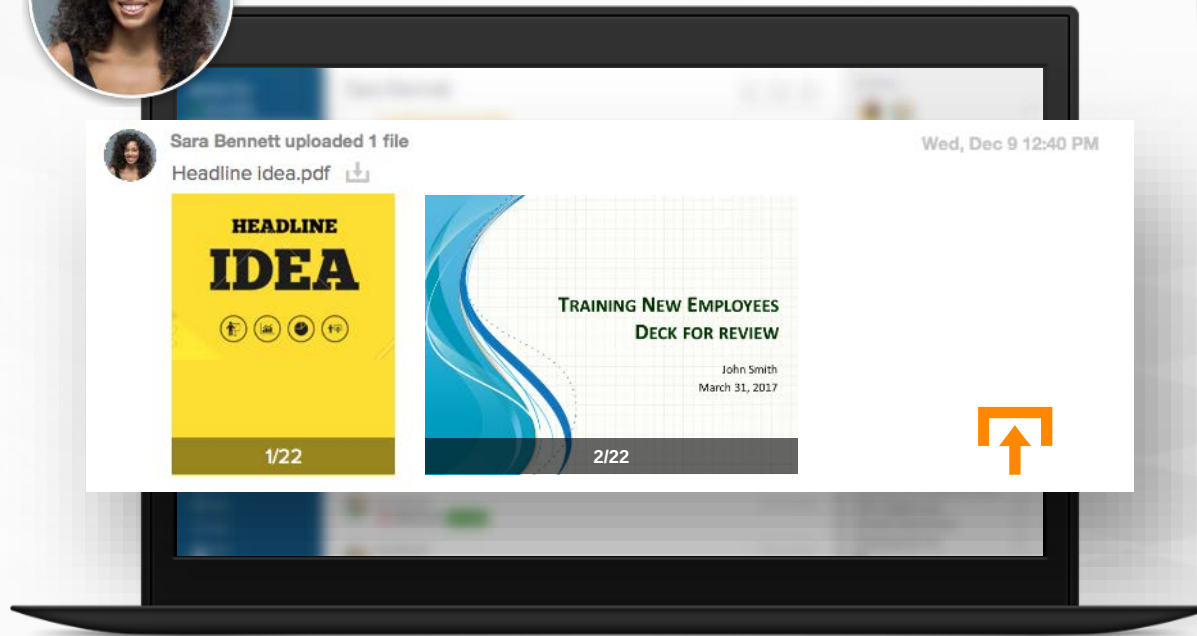


One source for meetings



▶ They start a video conference to review their presentation

One source for file sharing



▶ After the meeting,
Sara shares a file
they discussed

RingCentral enterprise support matrix



RINGCENTRAL SUPPORT	STANDARD	ENTERPRISE+ (FOR FEE)
Customer Care & Technical Support		
24x7 RingCentral Tech Support	✓	✓
Quality of Service/Network Support	✓	✓
US-based Technical Support	✓	✓
Standard Porting Support	✓	
Lifecycle Management		
Customer Success Manager	✓	✓
Training and Live Webinars	✓	✓
Enterprise+ Support		
Enterprise Porting Management		✓
Designated Technical Account Manager (TAM)		✓
Enterprise+ Technical Support (Direct to Tier 2)		✓
Priority Case Routing & Management		✓
Quarterly Technical Reviews		✓

RingCentral Office: *feature overview*



FEATURES:	STANDARD UC USER	LIMITED USER*
Voice Services	✓	✓
Full Featured Cloud PBX (Voicemail, AD Integration, Recording, Presence)	✓	
Business SMS (Unlimited Text)	✓	
Audio Conferencing (Ad Hoc, 1,000 Port Bridge, Unlimited)	✓ 1,000 Ports	
Video (Online Meetings, HD Video, Mobile, Room Connector Available)	✓ 4 Ports	
Web Collaboration (Screen Share, Annotation, Whiteboard, Recording)	✓ 4 Ports	
Team Collaboration (Chat, File Share, Tasks, Notes, Voice/Video Integration)	✓	
Unlimited Local & LD	✓	✓
Internet Fax	✓	
Integrations (O365, SfB, Outlook, Skype, Google, Box, Okta, and many more)	✓	
Mobile Application (iOS & Android - Integrated with all RC Applications)	✓	
Next Gen Desktop Softphone	✓	

RingCentral Office: *pricing overview 3yr term*

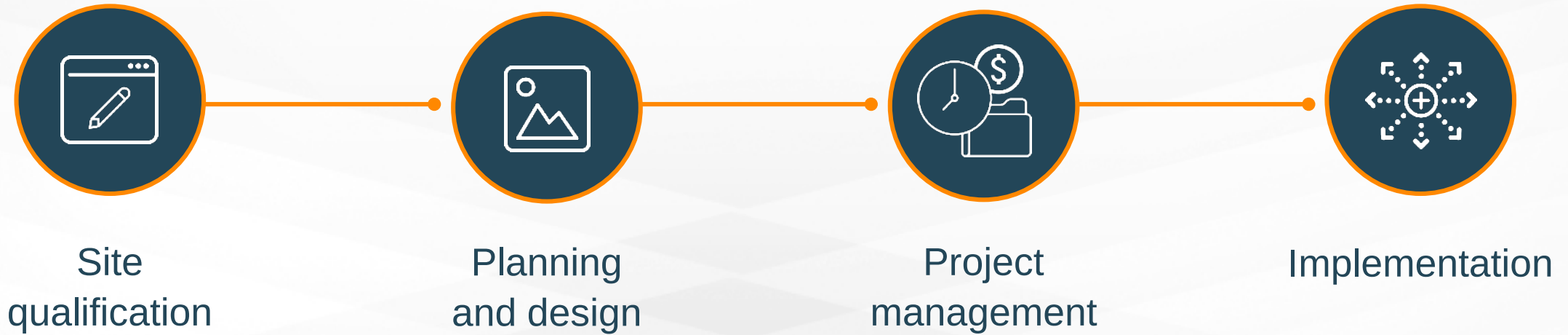


DESCRIPTION	QUANTITY	PRICE PER USER PER MONTH	TOTAL MONTHLY PRICE
RingCentral Office – Standard User	85	\$34.99 - \$19.59	\$1,665.41
Limited Extension user (Dial tone only/Conf room)	6	\$14.99 - \$11.24	\$67.46
E911 Fee (Digital Line Unlimited)	91	\$1.00	\$91.00
Cost Recovery Fee (Digital Line Unlimited)	91	\$4.00	\$364.00
Total Monthly Recurring:			<u>\$2,187.87</u>
Professional Services (One time cost)	1	\$4,550.00	<u>\$4,550.00</u>
Two free months of service (offset cost)		Offset Pro Services Implementation	(\$4,375.74)
Professional Services (One Time Cost)			<u>\$174.26</u>
Polycom VVX-311	85	\$209.00 - \$105.00	\$8,925.00
Polycom IP5000 (Conference room phone)	6	\$649.00 - \$360.00	\$2,160.00
Cost of Phones			<u>\$11,085.00</u>
Polycom Rebate (85 x VVX311's and 6 x IP5000)	200		\$1,575.00
Total Cost of Phones			<u>\$9,510.00</u>



What needs to happen in order to move forward together?

Our transition plan: helping you get there



THANK YOU



Contract Name:	TIPS/TAPS Cooperative Purchasing Systems
Contract Holder:	RingCentral, Inc.
Contract Number:	Telephone and Communications Data Systems and Solutions Contract
Contract Term Dates:	May-25-2018 to May-28-2021
TIPS/TAPS Overview:	The Interlocal Purchasing System (TIPS) is a National Cooperative Purchasing Program for use by member schools, colleges, universities, cities, counties, and other government entities in all 50 states as authorized by each entity's jurisdictional legal requirements. Region 8 Education Service Center, located in Pittsburg, Texas is the lead government agency for the cooperative.
Products/Pricing:	All RingCentral products and services listed on the contractor page of the TIPS/TAPS website. Pricing available upon request.
Fees:	All contract fees are paid by RingCentral behalf of end customer
Distribution:	RingCentral Direct and Channel Partners w/Letters of Authorization
Contracting Authority:	Region 8 Education Service Center, located in Pittsburg, Texas is the lead government agency for the cooperative. The Education Service Centers were established by the Texas Legislature by Chapter 8 of the Texas Education Code: http://www.statutes.legis.state.tx.us/Docs/ED/htm/ED.8.htm The primary procurement statute for the lead agency is Chapter 44.031 of the Texas Education Code: http://www.statutes.legis.state.tx.us/Docs/ED/htm/ED.44.htm
TIPS/TAPS Contact:	Kristie Collins TIPS Contracts Compliance kristie.collins@tips-usa.com or (866) 839-8477
Ring Central Contact:	Troy Parish (760) 250-1110 tparish@ringcentral.com
Contract Information:	https://www.tips-usa.com/vlist.cfm

INTERLOCAL AGREEMENT
Region VIII Education Service Center
FLORIDA PUBLIC AGENCY

City of Dania Beach, Florida
Public Agency

FL 998 - 263
Agency Number
(Assigned by TIPS)

Region VIII Education Service Center

225 - 950
County-District Number

The Region VIII Education Service Center is a political subdivision of Texas. TEX. EDUC. CODE §8.001 *et seq.* Texas Education Code §8.002(a) permits regional education service centers, at the direction of the Commissioner of Education, to provide services to assist school districts in improving student performance and increasing the efficiency and effectiveness of school operations. Authority for such services is granted under sections 791.001 to 791.029 of the Local Government Code; V.T.C.A. as amended ("TICA"). TICA also expressly states that a party to an interlocal contract may contract with a similar agency of another state. TEX. GOV'T CODE §791.011(b)(2).

Interlocal contracts in Florida are authorized by the Florida Interlocal Cooperation Act of 1969 (FICA). FLA. STAT. ANN. § 163.01, *et al.* Specifically, FICA provides that a public agency of Florida may exercise jointly with any other public agency of the state or of any other state, any power, privilege, or authority which such agencies share in common. *Id* at § 163.01 (4). Such powers shall be exercised by contract in the form of an interlocal agreement. *Id* at § 163.01 (5).

This Interlocal Agreement (hereinafter the "Agreement") is effective 11/26/13 and shall be automatically renewed unless either party gives sixty (60) days prior written notice of non-renewal. This Agreement may be terminated without cause by either party upon (60) days prior written notice, or may also be determined for cause at anytime upon written notice stating the reason for and effective date of such terminations and after giving the affected party a thirty (30) day period to cure any breach.

Statement of Services to be Performed:

Region VIII Education Service Center, by this Agreement, agrees to provide cooperative purchasing services to the above-named public schools or institution of higher learning through a Program known as the The Interlocal Purchasing System (TIPS) Program.

The purpose of the TIPS Program shall be to obtain substantial savings for participating public schools and institutions of higher learning through volume purchasing.

Role of the Purchasing Cooperative:

1. Provide for the organizational and administrative structure of the program.
2. Provide staff time necessary for efficient operation of the program.
3. Receive quantity requests from entities and prepare appropriate tally of quantities.
4. Initiate and implement activities related to the bidding and vendors selection process in accordance with Texas and Washington law.
5. Provide members with procedures for ordering, delivery, and billing.

Role of the Public Agency:

1. Commit to participate in the program by an authorized signature in the appropriate space below.
2. Designate a contact person for the cooperative.
3. Commit to purchase products and services that become part of the official products and services list when it is in the best interest of the member entity.
4. Prepare purchase orders issued to the appropriate vendor from the official award list provided by the Purchasing Cooperative.
5. Accept shipments of products ordered from vendors in accordance with standard purchasing procedures.
6. Pay vendors in a timely manner for all goods and services received.

General Provisions:

The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing such programs.

It is the sole responsibility of each Member Agency to follow their state procurement statutes as it pertains to cooperative purchasing, or joint power agreements, with in-state or out-of-state public agencies.

This Agreement shall be governed by the law of the State of Texas and venue shall be in Broward County, Dania Beach, Florida.

This Agreement contains the entire agreement of the Parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the Parties.

If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect.

The Parties to this Agreement expressly acknowledge and agree that all monies paid pursuant to this Agreement shall be paid from budgeted available funds for the current fiscal year of each such entity.

Before any party may resort to litigation, any claims, disputes or other matters in question between the Parties to this Agreement shall be submitted to nonbinding mediation.

No Party to this Agreement waives or relinquishes any immunity or defense on behalf of themselves, their directors, officers, employees, and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.

This Agreement may be negotiated and transmitted between the Parties by means of a facsimile machine and the terms and conditions agreed to are binding upon the Parties.

Authorization:

Region VIII Education Service Center and The Interlocal Purchasing System (TIPS) Program have entered into an Agreement to provide cooperative purchasing opportunities to public schools and governmental entities.

This Agreement was approved by the governing boards of the respective parties at meetings that were posted and held in accordance with applicable laws.

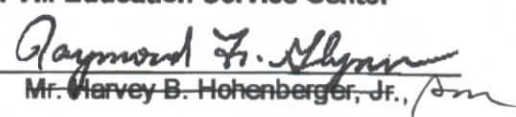
The individuals signing below are authorized to do so by the respective parties to this Agreement.

Public AgencyBy: 

Authorized Signature

Title: Robert Baldwin, City Manager

Date

11-26-13**Region VIII Education Service Center**By: Mr. Harvey B. Hohenberger, Jr., Title: Executive Director Region VIII ESC

Date

1-8-14

Tania Stevens
Public Agency Purchasing Contact Person
100 W. Dania Beach Boulevard
Street Address
Dania Beach, FL 33004
City, State Zip
954-924-6800 x3671
Purchasing Contact's Telephone Number
954-921-2604
Purchasing Contact's Fax Number
tstevens@ci.dania-beach.fl.us
Purchasing Contact's Email Address

Joe Husosky
Public Agency Technology Contact Person
100 W. Dania Beach Boulevard
Street Address
Dania Beach, FL 33004
City, State Zip
954-924-6800 x3636
Technology Contact Telephone No.
954-921-2604
Technology Contact Fax Number
jhusosky@ci.dania-beach.fl.us
Technology Contact's Email Address

Please send two signed original Interlocal Agreements to the Region VIII ESC, Attn: Mr. Harvey B. Hohenberger, Jr., Executive Director, Region VIII Education Service Center, PO Box 1894, Mt. Pleasant, Texas 75456-1894. Upon execution, a signed original will be returned to the Purchasing Contact listed above.

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)		
ADOPT RESOLUTION ADOPTING THE ENHANCED LOCAL MITIGATION STRATEGY (ELMS) PASSED BY THE BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS		

Purchasing Requests ONLY		
Dept:	Acct #:	Amt:
Fund:		

Fiscal Impact/Cost Summary

Exhibits Attached
LMS memo DB CC June 2018 v4, R-2018- Adopting the Enhanced Local Mitigation Strategy



Office of the City Manager

Date: June 19, 2018

To: Mayor Tamara James
Vice Mayor Bill Harris
Commissioner Chickie Brandimarte
Commissioner Bobbie H. Grace
Commissioner Marco A. Salvino, Sr.

From: Robert Baldwin, City Manager

Subject: Adoption of the Broward County Enhanced Local Mitigation Strategy

FEMA appropriated \$30,873,206.07 in post Irma Hazard Mitigation Grant Program funds to Broward County. To access these grant funds federal rules require that the City adopt their county's Local Mitigation Strategy (LMS).

The Broward County Board of County Commissioners adopted the Broward County LMS in 2010 and subsequently the City of Dania Beach adopted that plan. Broward County revised the plan in 2017 and now the City must adopt the revised plan.

The Broward County Enhanced Local Mitigation Strategy is available to the public through Broward.org.

Recommendation

The recommendation is for the City Commission to approve the resolution to adopt the Broward County Enhanced Local Mitigation Strategy.

RESOLUTION NO. 2018-092

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, ADOPTING THE ENHANCED LOCAL MITIGATION STRATEGY (ELMS) PASSED BY THE BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS; PROVIDING FOR CONFLICTS; FURTHER PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 322 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5 165, as amended by the Disaster Mitigation Act of 2000, (DMA2K) (P.L. 106-390), provides for states, local governments and tribes to undertake hazard mitigation planning to reduce the risks from natural hazards; and

WHEREAS, the Federal Emergency Management Agency (FEMA) has implemented various hazard mitigation planning provisions pursuant to 44 C.F.R. § 201.6, and requires local governments to have a FEMA approved mitigation plan in order to apply for and receive project grants; and

WHEREAS, pursuant to 44 C.F.R. § 201.6(d)(3), FEMA requires local jurisdictions to review and revise their local mitigation plan to reflect changes in development, progress in local mitigation efforts, and changes in priorities, and resubmit the local mitigation plan for approval to continue to be eligible for FEMA mitigation project grant funding; and

WHEREAS, the Florida Administrative Code governs the application, project selection and distribution of funds by the state of the FEMA Hazard mitigation program funds and requires local governments to develop a Local Mitigation Strategy plan (LMS) to reduce the identified hazards within a county, and

WHEREAS, the Broward County Board of County Commissioners last adopted the current Broward County LMS on January 5, 2010, and FEMA approved it; and

WHEREAS, an Enhanced Local Mitigation Strategy (ELMS) was transmitted to FEMA through the Florida Division of Emergency Management in October 2012, and FEMA found it to be in compliance with the local mitigation requirements of Section 322 of the DMA2K as implemented in 44 C.F.R. § 201.6; and

WHEREAS, the Enhanced Local Mitigation Strategy (ELMS) was also transmitted to FEMA through the Florida Division of Emergency Management in October 2017, and FEMA also found it to be in compliance with the local mitigation requirements of Section 322 of the DMA2K as implemented in 44 C.F.R. § 201.6; and

WHEREAS, the Broward County Board of County Commissioners last adopted the current Broward County ELMS on December 12, 2017, FEMA approved the same; and

WHEREAS, by adopting the Broward County December 2017 Revision of the Local Mitigation Strategy, the framework for future mitigation efforts and post-disaster recovery may be made easier and faster;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA:

Section 1. That the foregoing “WHEREAS” clauses are ratified and confirmed as being true and correct and they are made a specific part of this Resolution.

Section 2. That the City of Dania Beach adopts the most recent Broward County Enhanced Local Mitigation Strategy as its mitigation plan.

Section 3. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

Section 4. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED on June 26, 2018.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT RESOLUTION AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A DECLARATION OF RESTRICTIVE COVENANTS ON BEHALF OF THE CITY OF DANIA BEACH PERTAINING TO CITY OWNED PARCELS TO BE USED FOR SINGLE FAMILY, OWNER-OCCUPIED DWELLINGS

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Memo Deed Restriction - City Owned Lots, R-2018- Declaration of Restrictive Covenants for City Lots

MEMORANDUM

Date: June 26, 2018

To: Tamara James, Mayor
Bill Harris, Vice Mayor
Chickie Brandimarte, Commissioner
Bobbie H. Grace, Commissioner
Marco A. Salvino, Sr., Commissioner

CC: Robert Baldwin, City Manager
Marc LaFerrier, Director, Community Development Department

From: Thomas J. Ansbro, City Attorney

Subject: Proposed City Commission Deed Restriction for
City Lots: “Smith Grocery”, “Tinglof” Parcels and
City Lot

Attached is a proposed Deed Restriction as discussed at the last CRA and City Commission meetings held on June 12, 2018. As Commissioner Grace requested, this is intended to ensure that the City Commission is committed to redevelop the Lots referenced above with single family, owner-occupied homes. The Restriction will last for twenty (20) years; however, the City Commission, by a unanimous vote, can release the Lots from the Restriction if it chooses to do so, at any time.

The Declaration also includes a separate Deed Restriction that will apply to new property owners when one or more of the Lots are sold for single family homes. A new owner must agree that the home will be owner-occupied when a Lot is purchased. The City will be able to add a time limit to the Restriction at the time of a sale, e.g., that the home must remain owner-occupied for five (5) years after the owner purchases the home.

A Resolution authorizing execution of the Deed Restriction is ready for Commission adoption.

RESOLUTION NO. 2018-093

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A DECLARATION OF RESTRICTIVE COVENANTS ON BEHALF OF THE CITY OF DANIA BEACH PERTAINING TO CITY OWNED PARCELS TO BE USED FOR SINGLE FAMILY, OWNER-OCCUPIED DWELLINGS; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City is the owner of certain real properties located in the City which are described in a Declaration of Restrictive Covenants, attached as Exhibit “A”, a copy of which is incorporated by this reference (such real properties together with any improvements now or subsequently located on them, being referred to as the “Properties”); and

WHEREAS, the City desires to reduce crime and revitalize neighborhoods within the City and to improve the quality of housing and encourage more single-family, owner-occupied homes; and

WHEREAS, the City wishes to ensure that the Properties are developed with such homes;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA:

Section 1. That the foregoing “WHEREAS” clauses are ratified and confirmed as being true and correct, and they are made a part of and incorporated into this Resolution by this reference.

Section 2. That the City Commission of the City of Dania Beach authorizes the proper City officials to execute the Declaration of Restrictive Covenants on behalf of the City pertaining to the Properties, to be used as single family, owner-occupied dwellings.

Section 3. That the City Manager and City Attorney are authorized to make minor revisions to the Declaration of Restrictive Covenants as are deemed necessary and proper for the best interests of the City.

Section 4. That all resolutions or parts of resolutions in conflict with any portion of the provisions in this Resolution are repealed to the extent of such conflict.

Section 5. That this Resolution shall be in force and become effective immediately upon its passage and adoption.

PASSED AND ADOPTED on June 26, 2018.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

Prepared by:
THOMAS J. ANSBRO
Attorney at Law
CITY OF DANIA BEACH
100 W. Dania Beach Boulevard
Dania Beach, FL 33004
954-924-6800, Ext. 3635

DECLARATION OF RESTRICTIVE COVENANT

THIS DECLARATION OF RESTRICTIVE COVENANTS (“Declaration”) is made as of June ____, 2018, by the CITY OF DANIA BEACH (the “Declarant”), a municipal corporation organized under the laws of the State of Florida.

W I T N E S S

WHEREAS, Declarant is the fee owner of certain real properties located in Broward County, Florida, which properties are more particularly described in Exhibit “A”, a copy of which is attached and incorporated by this reference (such real properties together with any improvements now or subsequently located on them, being referred to as the “**Properties**”); and

WHEREAS, Declarant desires to reduce crime and revitalize neighborhoods in the City of Dania Beach; and

WHEREAS, Declarant desires to improve the quality of housing and encourage more single-family, owner-occupied homes; and

WHEREAS, Declarant wishes to construct or have constructed new single-family, owner occupied homes on the Properties;

NOW, THEREFORE, Declarant, for itself and on behalf of its successors, heirs, assigns, legal representatives, lessees and transferees, including, without limitation, any owners and users of the Properties, declares and agrees that the Properties shall be held, sold, transferred, conveyed and occupied subject to the restrictions, covenants, obligations and agreements set forth in this Declaration which shall run with the Properties and shall be binding upon Declarant and its successors, heirs, assigns, legal representatives, lessees and transferees, including, without limitation, any owners and users of the Properties.

For a period commencing upon recording this Declaration and concluding twenty (20) years from that date, unless earlier terminated by unanimous vote of the Dania Beach City Commission, Declarant for itself and on behalf of its successors, heirs, assigns, legal representatives, lessees and transferees, including, without limitation, any owners and users of the Properties, agrees as follows:

1. SINGLE FAMILY UNITS. All units, structures and buildings to be constructed on the Properties shall be only be used for single family dwellings\ . The Properties and any portion of them shall only be conveyed for use as owner-occupied dwelling units. Any use of the Properties or activities on them which is inconsistent with such exclusive residential use is expressly prohibited.

2. ADDITIONAL AGREEMENTS. Declarant for itself and on behalf of its successors, heirs, assigns, legal representatives, lessees and transferees including, without limitation, any owners and users of the Properties, further covenants and agrees that any transfer, alienation or conveyance of the Properties and any portion of them shall be subject to and incorporate the following Deed Restriction:

All units on the Properties and any portion of them shall be used only for single family dwellings only. The Properties and any portion of them shall be occupied by the owner and shall be used exclusively as his, her, or their principal residence. Any use of the Properties and any portion of them and any activities on them which are also inconsistent with such exclusive residential use is expressly prohibited. Grantee, by accepting the deed to the Properties and any portion of them acknowledges, declares and covenants on behalf of Grantee and Grantee's successors and assigns (i) that these Deed Restrictions shall be and are covenants running with the land, encumbering the Properties and any portion of them, and are binding upon Grantee's successors in title and assigns, (ii) are not merely personal covenants of Grantee, and (iii) shall bind Grantee, and Grantee's successors and assigns, and inure to the benefit of and be enforceable by the City of Dania Beach.

3. REAL COVENANTS. Declarant for itself and on behalf of its successors, heirs, assigns, legal representatives, lessees and transferees including, without limitation, any owners and users of the Properties or any portion of them understands and agrees that the restrictions, covenants, obligations and agreements contained in this Declaration shall be real covenants running with the land and shall bind Declarant and its successors, heirs, assigns, legal representatives, lessees and transferees, including, without limitation, any owners and users of the Properties or any portion of them.

4. EFFECTIVE DATE AND TERMINATION. This Declaration shall become effective immediately upon recordation by Declarant and shall terminate upon expiration of the Term. This Declaration may also be terminated at any time by unanimous vote of the Dania Beach City Commission.

IN WITNESS OF THE FOREGOING, Declarant has caused these presents to be executed in its name by its City Commissioners acting by and through the Mayor, on the date first appearing above.

Signed, sealed and delivered
in our presence:

CITY OF DANIA BEACH, a Florida
municipal corporation

Witness: _____

By: _____

Print Name: _____

TAMARA JAMES
MAYOR

Witness: _____

Print Name: _____

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

STATE OF FLORIDA)

COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me on June____, 2018, by TAMARA JAMES, Mayor of the City of Dania Beach, who is [] personally known to me or who has [] produced _____ as identification.

My Commission Expires:

Notary Public

Exhibit “A”

Parcel 1

LOT 4, BLOCK 5, COLLEGE TRACT, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 19, PAGE 9, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

Parcel Identification Number: 5142 03 34 0580

Parcel 2

LOT 3, BLOCK 5, COLLEGE TRACT, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 19, PAGE 9, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

Parcel Identification Number: 5142 03 34 0570

Parcel 3

LOT 2, BLOCK 5, COLLEGE TRACT, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 19, PAGE 9, PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; BEING THE SAME PROPERTY CONVEYED TO BROWARD COUNTY PURSUANT TO TAX DEED 16415, DATED 1/22/2003, RECORDED IN BROWARD COUNTY OFFICIAL RECORDS BOOK 34441, PAGE 1974.

Parcel Identification Number: 5142 03 34 0560

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Resolution

Continued from:

Requested Action (Identify appropriate Action or Motion)

APPROVE RESOLUTION AUTHORIZING THE APPROPRIATION OF FUNDS FOR FISCAL YEAR 2017-2018, RELATING TO MID-YEAR REVIEW BY CITY ADMINISTRATION; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

DFA-18-016 MidYear Budget Adjustments FY 2018, R-2018-094 Mid-Year Budget Adjustment, Mid-Year Supporting Documents



**CITY OF DANIA BEACH
DEPARTMENT OF FINANCE
MEMORANDUM**

TO: Robert Baldwin, City Manager Memo: DFA-18-016

VIA: Nicki Satterfield, Finance Director and Colin Donnelly, Assistant City Manager

FROM: Adam Segal, Asst. Finance Director

DATE: June 8, 2018

SUBJECT: Mid-Year Budget Resolution

BACKGROUND AND DISCUSSION

The Finance Department along with the City's other departments performs a mid-year review of all departmental budgets which may require addition funds/appropriations during the year, due to unforeseen circumstances. A review of the FY 2017-2018 budget indicates there are additional budgetary needs relating to the following:

General Fund

Item 1: The roll-up bay doors at Fire Station No.1 have been experiencing some mechanical issues which need to be replaced. Public Services has investigated the issue and is recommending immediate replacement of Bay Door # 1. The cost of this will be approximately **\$11,700.00**. Funding would need to be appropriated from General Fund Contingency 001-18-00-519-99-10.

Item 2: The City Administration is requesting permission to replace the old Parliamentary system used at the City Commission meetings. The approximate cost for this system is **\$3,995.00**. The supporting documents are attached for review and consideration. Annual funding for support after the first year in **FY 19 will be \$1,200.00**. Funding would need to be appropriated from General Fund Contingency 001-18-00-519-99-10.

Item 3: The Public Services Department is seeking to obtain portable traffic signals for main intersections in the City for emergency purposes, such as hurricanes, storms, or power major construction projects which can result in power outages and loss of traffic signals. The estimated cost for these portable signals is \$55,000.00 each. The current recommendation from Public Services is to purchase 4 (four) signals for a total cost of **\$220,000.00**. Funding would need to be appropriated from General Fund Unrestricted Reserves 001-271-00-00. ***If approved, this item will need to come back to the Commission for formal Commission approval once competitive pricing has been obtained through the RFP process or utilizing a competitive bid contract through another agency.***

Item 4: Community Development is seeking to add two additional fire plan review fire inspectors through the Broward Sheriff's Office to support the growing development in Dania Beach. The approximate cost of these two positions is \$303,386.00 for FY 19. The estimated prorated amount for the remainder of FY 2018 from July – September is

\$76,000.00. Funding would need to be appropriated from General Fund Unrestricted Reserves 001-271-00-00. ***If approved, it is requested the City Commission authorize the proper City officials to execute the necessary amendments to the current agreement with Broward Sheriff's Office.***

Item 5: The City Administration was requested to look into the option of installing a magnetometer at City Hall. The cost of the magnetometer is \$4,990.00. However, to properly utilize this system would require a second security guard at City Hall. The estimated cost of the second guard during the day would be as follows:

	FY 18 Impact	<i>FY 19 Impact</i>
Add'l Armed Guard	\$10,823.00	\$43,290.00
Magnetometer	\$4,990.00	
Electrical Work	\$1,000.00	
Mid-Year Request	\$16,813.00	<i>\$43,290.00</i>

Funding would need to be appropriated from General Fund Unrestricted Reserves 001-271-00-00. ***If approved, it is requested the City Commission authorize the property City officials to execute the necessary amendments to the current agreement with Regions Security Services.***

Item 6: The Public Services Department is seeking to engage Gold Cost LLC to maintain perform a one-time refurbishment of City bus benches, cans, and shelters. The one-time cost for this is **\$18,000.00.** Funding would need to be appropriated from the General Fund Unrestricted Reserves 001-271-00-00.

Item 7: Currently, Public Service Department maintains 53 bus shelters, bus benches and cans throughout the City. Public Services is seeking to contract with Gold Coast LLC utilizing a piggyback contract with Pembroke Pines for routine maintenance of all benches, shelters, and trash cans including up to 45 benches and trash cans and up to 20 shelters. Gold Coast specializes in this type of work. The cost of this annual service is estimated at \$56,200.00 per year and will include items such as painting and daily trash removal, and overall cleaning of the surround area. Other related items such as damages would be performed on an as needed basis subject to time and materials. The FY 18 impact is estimated at **\$9,400.00.** ***The FY 19 impact would be \$56,200.00.*** Funding would need to be appropriated from General Fund Unrestricted Reserves 001-271-00-00. ***If approved, this item will need to come back to the Commission for formal Commission approval to enter into an agreement utilizing a competitive bid contract through another agency.***

Capital Projects Fund

Item 8: Phase I of the Beach Redevelopment Plan is now complete. The remaining budget for Phase I is **\$18,876.68.** It is recommended this project be closed and the balance transferred to the Beach Revitalization Plan Phase II Account # 301-72-60-572-63-10.

Parking Fund

Item 9: With the opening of the Morrison Hotel and the expanding rental of the City garage Administration is recommending additional funds be allocated to increase the hours for the after-hours security guard to a 24 hours – seven days a week schedule. In addition Administration is recommending the after-hours security office be an armed guard.

Current security schedule is as follows:

Monday – Thursday 8:00 AM – 5:00 PM

Friday – 8:00 PM – 4:00 AM

Saturday & Sunday – 12:00 PM – 10:00 PM

The cost to provide these services is outlined in the below table:

	FY 18 Impact	<i>FY 19 Impact</i>
Armed Guard – Existing Hours Only	\$3,094.00	\$12,376.00
Add'l Hours Currently Not Provided (67 hrs per wk)	16,114.00	\$64,454.00
Mid-Year Request	\$19,208.00	<u>\$76,830.00</u>

This will be utilized from the parking contingency fund 404-45-02-545-99-10. ***If approved, it is requested the City Commission authorize the property City officials to execute the necessary amendments to the current agreement with Regions Security Services.***

Water Fund

Item 10: Public Services is requesting and recommending an armed guard to cover the hours of 5pm-8am 7 days a week at the Water Plant and Public Services building. The additional cost through the end of the year is **\$25,253.00**. Funding is to come from the water contingency account 401-33-01-533-99-10 in the amount of \$14,000 and the remaining funds from Water Unrestricted Reserves 401-276-00-00. ***The impact for FY 2019 budget will be \$101,010.00. If approved, it is requested the City Commission authorize the property City officials to execute the necessary amendments to the current agreement with Regions Security Services.***

Building Fund

Item 11: The Building Department is requesting a 4% increase and title changes to the following position salaries for responsibilities relating to the Special Permit Office:

- Administrative Specialist II – Position 21204 Pay Grade 20 to Inspection Coordinator Pay Grade 24
- Permit Service Specialist – Position 22411 Pay Grade 22 to Permit Coordinator Pay Grade 24
- Permit Coordinator – Position 2239 Pay Grade 24 to Special Permit Office Coordinator Pay Grade 25

This increase is requested to be retroactive to January 1, 2018. The FY 18 impact of this action is estimated at **\$9,901.00**. ***The FY 19 impact of this action is estimated at \$13,729.00*** Funds for FY 17 are available and will be provided through us if the Building Fund Contingency.

Item 12: The City Commission requested the Building Department consider hiring a full-time Permit Service Specialist – Pay Grade 22 in lieu of utilizing CAP Government Inc. for its administrative position. The cost comparison is listed below on an annual basis assuming the person will be working 40 hours per week at a recommended \$18.00 per hours by Community Development.

CAP Government Inc. \$35.56 per hour @ 40hrs per week	\$73,964.80
City Employee @ \$18.00 hours plus benefits @ 40hrs per week	\$66,976.12
Cost Differential	\$ 6,988.68

There would be no budgetary impact as CAP Government Inc. Contractual Services would be reduced accordingly. Administration is seeking Commission approval to add an additional Permit Service Specialist position.

General Fund Additions

Item 13: In 2014, The City Manager brought forth to the Commission the Third Element of the City's OASIS Program. At this time the City Manager requested City Commission conceptual approval to develop a program to construct new or renovate single family, owner occupied homes on select City owned property. The original memo and minutes are attached. The request originally presented was to utilize \$500,000 of General Fund Reserves. The City Manager's office is requesting the **\$500,000.00** be appropriated from reserve account 001-271-00-00 to establish this project.

Item 14: Over the past few years the City Commission wisely agreed to allocate 2 months of operating emergency reserve for hurricane (or other emergencies) of approximately \$8M. In 2017, after Hurricane Irma, the City Commission authorized the use and transfer of \$4 million of the City's \$8 Million hurricane reserves. While not all expenditures are in yet, the City is estimating total costs for Hurricane Irma to be approximately \$2M. Any remaining unused funds allocated for IRMA will be returned to the hurricane reserves after all expenses are paid. It is estimated the City will be returning two of the four million to the emergency reserve which bring the balance to \$6M. While the City is working with FEMA and other agencies to apply for the grant assistance to be reimbursed for the \$2M of IRMA expenditures, this is a rather long and drawn out process. Additionally, not all cost are covered at 100%, and some costs are not reimbursable. Therefore, the City is seeking to re-establish the emergency reserve to the \$8M Commission threshold for the FY 2018 Hurricane season. The City Manager's office is requesting **\$2M** be appropriated from general fund reserve account 001-271-00-00 to the hurricane emergency reserve account.

REQUEST

Administration recommends review by the City Commission of the attached resolution and approval of any fund transfers as necessitated. Remaining Commission Contingency for FY 2018 will be \$22,000.00 if the above items are approved.

TOTAL FUND USES FY 2018:

Total General Fund Contingency	15,695.00
Total General Fund Reserves	2,840,213.00
Total Building Fund Contingency	9,901.00
Total Parking Fund Contingency	19,208.00
Total Water Fund Contingency	14,000.00
Total Water Fund Reserves	11,253.00
Total Capital Projects	18,877.00 (transfer only; no use of funds)

RESOLUTION NO. 2018-094

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AUTHORIZING THE APPROPRIATION OF FUNDS FOR FISCAL YEAR 2017-2018, RELATING TO MID-YEAR REVIEW BY CITY ADMINISTRATION; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Dania Beach approved a budget for fiscal year 2017-2018 in September, 2017; and

WHEREAS, the City Administration's mid-year review of funding and expenditures reflects a need for transfer of budget appropriations to reasonably complete the current fiscal year period for all City Funds through September 30, 2018;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA:

Section 1. That the foregoing "Whereas" clauses are true and correct, and are made a part of and are incorporated into this Resolution by this reference.

Section 2. That other Fund appropriations and transfers as outlined below are approved:

<u>Fund</u>	<u>Account</u>	<u>Description</u>	<u>Increase / (Use)</u>	
General	001-22-01-522-46-10	Repair & Maint. Equipment	11,700	#1
"	001-18-00-519-99-10	Contingency	(11,700)	"
General	001-17-04-516-52-30	Software	3,995	#2
"	001-18-00-519-99-10	Contingency	(3,995)	
General	001-39-06-541-64-30	Machinery & Equipment	220,000	#3
"	001-271-00-00	General-Unrestricted Reserves	(220,000)	"
General	001-22-01-522-34-10	Contractual Services	76,000	#4
"	001-271-00-00	General-Unrestricted Reserves	(76,000)	"
General	001-18-00-519-34-10	Contractual Services	11,823	#5
	001-18-00-519-64-30	Machinery & Equipment	4,990	"
	001-271-00-00	General-Unrestricted Reserves	(16,813)	"
General	001-39-06-541-46-50	Maintenance of Grounds	18,000	#6
"	001-271-00-00	General-Unrestricted Reserves	(18,000)	"

General	001-39-06-541-46-50	Maintenance of Grounds	9,400	#7
“	001-271-00-00	General-Unrestricted Reserves	(9,400)	“
Capital	301-72-60-572-63-10	Beach Revitalization Phase II	18,877	#8
“	301-72-59-572-63-10	Beach Revitalization Phase I	(18,877)	“
Parking	404-45-03-545-34-10	Contractual Services General	19,208	#9
“	404-45-02-545-99-10	Parking Fund Contingency	(19,208)	“
Water	401-33-03-533-34-10	Contractual Services General	25,253	#10
“	401-33-01-533-99-10	Water Fund Contingency	(14,000)	“
“	401-276-00-00	Water-Unrestricted Reserves	(11,253)	“
Building	107-15-02-524-12-10	Salary & Wages	4,312	#11
“	107-15-02-524-21-10	FICA	280	“
	107-15-02-524-21-20	Medicare	63	“
	107-15-02-524-22-10	City Pension	5,129	“
	107-15-02-524-22-20	FRS	95	“
	107-15-02-524-22-30	Deferred Comp	22	“
	107-15-02-524-99-10	Contingency	(9,901)	“
General	301-39-56-541-63-10	Oasis Housing Project	500,000	#13
“	001-271-00-00	General-Unrestricted Reserves	(500,000)	“
General	001-271-08-00	Hurricane Reserves	2,000,000	#14
“	001-271-00-00	General-Unrestricted Reserves	(2,000,000)	“

Section 3. That the City of Dania Beach, Florida authorizes the proper City officials to execute the necessary agreements or memorandum of understanding as necessary to facilitate the acquisition of the Fire Safety Officers and Security Guards.

Section 4. That the City Manager and City Attorney are authorized to make minor revisions to such documents as are deemed necessary and proper for the best interests of the City.

Section 5. That the City Manager is authorized to add one (1) Permit Service Specialist position to the City’s current personnel staffing level.

Section 6. That all resolutions or parts of resolutions in conflict with this Resolution are repealed to the extent of such conflict.

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

PASSED AND ADOPTED on June 26, 2018.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

#11

Door Systems of South Florida

1300 NW 15th Avenue
 Pompano Beach, FL 33069
 O - 954-935-7000
 F - 954-935-7050
 W - DoorSystemsSFL.com

The Genuine. The Original.



Proposal #: SNS-20683
 Q 20383

PROPOSAL SUBMITTED TO: Broward County Sheriff's - Fire Rescue				Date 4/11/2018		Attention Robert Biondo			
STREET 2601 W Broward Blvd				Job Name Fire Station #1					
City Fort Lauderdale		State FL	ZipCode 33312		Job Location Dania Beach				
Phone Number 954-831-8200		Fax Number 954-831-6593		Job Phone					
ITEM #	QTY	SERIES	DOOR WIDTH	DOOR HEIGHT	OPENING WIDTH	OPENING HEIGHT	OPERATION	MOUNTING	JAMB TYPE
1	1	610	12' 0"	12' 0"	12' 0"	12' 0"	Electric	Interior Face	Face

FURNISH AND INSTALL:

The above sized 610 series rolling door(s) as manufactured by the Overhead Door Corporation. Door standard features to include the following: Curtain slats will be galvanized painted steel. Curtain will be provided with steel endlocks or malleable iron endlocks on alternate slats. Windlocks will be used as required to meet design wind load, minimum 20 psf. Guides will be roll-formed steel channel or three structural steel angles. Brackets will be hot rolled steel plate to support the barrel, counterbalance and hood. Counterbalance will be helical torsion springs housed in a steel pipe with a deflection limited to .03" per foot of span (width) and adjustable by means of an external tension wheel. All non-galvanized, exposed, ferrous surfaces will receive one coat of rust inhibitive primer.

PROPOSAL TO INCLUDE THE FOLLOWING:

Item 1 above to feature the following:

- SLATS, F-265 22 Gauge.
- SPRING, 100,000 Cycle.
- LOCKS, Slide Bolts.
- WINDLOAD, Dade County 65PSF..
- FINISH, Custom Red Powder Coat Complete Door.
- OPERATION, Heavy Duty Model RHX Gear Driven Operator.
- SAFETY, Photo Safety Beams.
- CONTROLS, Reconnect all existing controls.

We hereby propose to complete in accordance with above specification, for the sum of:

Eleven Thousand Seven Hundred Dollars and No Cents

\$11,700.00

Signature _____

Scott Sumenek
 (Sumenek@OverheadDoorGC.com)

Direct Dial: (954) 935-7007

TERMS AND CONDITIONS

Payment to be made as follows: NET 30

Prices subject to change if not accepted in 30 days.

Payment terms to be made as 50% Material Deposit Required/Balance COD unless otherwise noted above.

Door Systems accepts credit card payments (MC, Visa, AMEX, Discover) with a 3% fee.

SALES TAX INCLUDED ON ALL MATERIAL UNLESS OTHERWISE NOTED. All wiring/conduit to motor operators, control stations and photo cells and permits are not by Door Systems of South Florida, unless otherwise noted above. Property owner is responsible for being present for any/all final building inspections and will be responsible for any reinspection fees due to missed appointments with the local Building Department or lost permit packages. Building permit is to be pulled by the Purchaser, unless otherwise noted above. Purchaser is responsible for being present for any/all final building inspections and will be responsible for any reinspection fees due to missed appointments with the local Building Department or lost permit packages. Building inspections are scheduled based upon Purchaser's availability. Door Systems of South Florida covers a (1) year warranty on purchased doors, motors, and springs, starting from the date of installation. Door Systems of South Florida covers a (30) day warranty on any other work performed. Manufacturer warranties are covered by the unique manufacturer of the purchased product and are based upon their terms and conditions. Purchaser agrees to pay a 20% restocking fee on any cancelled custom orders. Purchaser agrees that all material shall remain in Sellers possession until paid in full. In the event Purchaser breaches or defaults under the agreed terms and provision of this agreement, the purchaser shall be responsible for the costs of collection, including all attorneys' fees. Agreements are contingent upon strikes, accidents or delays beyond our control.

ACCEPTANCE: Terms, Price, and specifications on all pages of this proposal are hereby accepted and the work authorized.

Purchaser: _____

Signature

Title

Date of Acceptance

Satterfield, Nicki

From: Urtecho, Jose
Sent: Friday, June 1, 2018 9:03 AM
To: Satterfield, Nicki
Subject: Fwd: Station 1 Roll up Doors

Fyi

Jose Urtecho
Utility Manager
City of Dania Beach
Offices. 954-924-3746
Cell. 954-651-5039
Jurtecho@daniabeachfl.gov

Begin forwarded message:

From: "Biondo, Robert" <Robert_Biondo@sheriff.org>
Date: June 1, 2018 at 8:57:38 AM EDT
To: "jurtecho@daniabeachfl.gov" <jurtecho@daniabeachfl.gov>
Subject: Station 1 Roll up Doors

Jose,

The Bay Doors at Fire Station 1 are in need of immediate replacement, due to the age and use of the doors.

All of the roll up doors are missing the hurricane/guide clips that keep the doors from moving, pushing in or out under wind load, and track straight when rolling up and down.

Three out Five of the roll up doors have operators that are older than five years old. Due to height of the truck we need all doors to open 100% to allow the truck to enter and exit the station.

At this time we have Bay door #1 not working at all, Bay door #2 and #3 we just had it repaired we could not move the truck in or out of the station, Bay door #4 and #5 are working at this time.

The door motors are working slower and harder as the units age which slows the door open time.

Please let me know if you have any question reference the roll up doors.

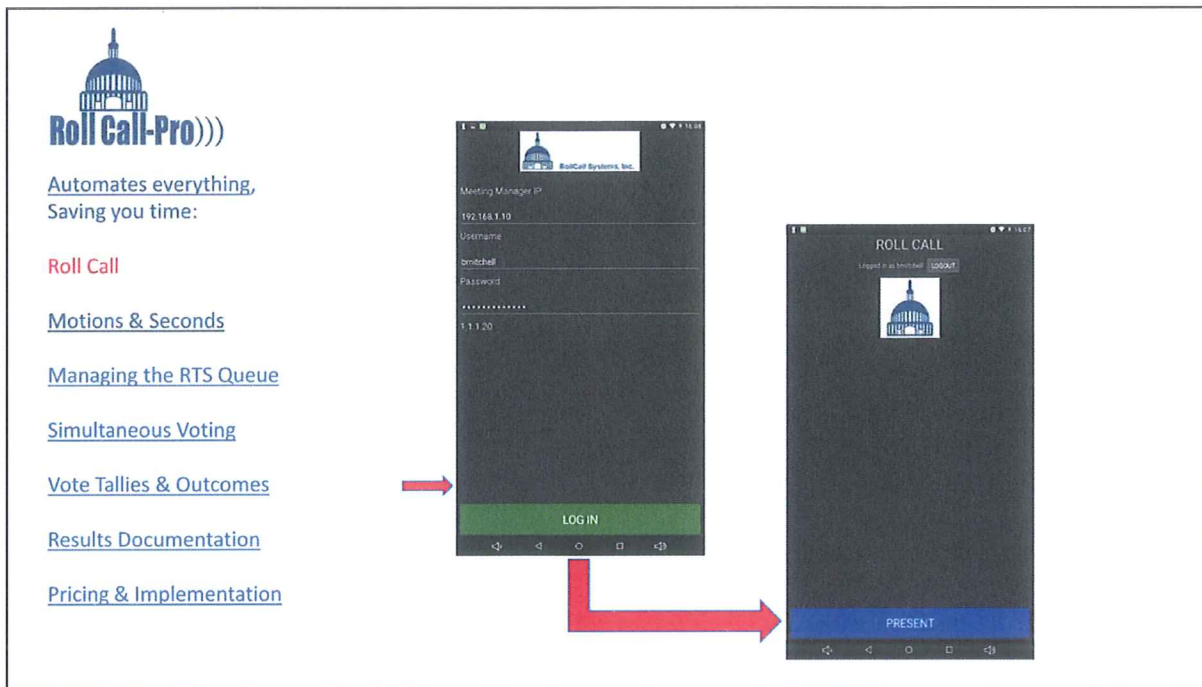
Robert Biondo
Facilities Supervisor
Fire Rescue
508 SW 34th Street
Fort Lauderdale, Florida 33315
Office # (954) 359-1604
Cell # (954) 270-1646
robert_biondo@sheriff.org



*The most versatile and affordable wireless
roll call voting and request to speak system.*

RollCall-Pro automates everything, saving you time:

- Conducting roll call
- Capturing motions and seconds
- Managing the speaker queue
- Simultaneous voting
- Vote tallies and outcomes
- Results documentation



Using the RollCall Systems Member App, board or council members enter their login credentials and the clerk's IP address just once, then tap the green Log In button. The Member App remembers this information from session to session. **(THIS WOULD BE DONE BY JOE/MONICA PRIOR TO COMMISSION ARRIVAL; THYE WOULD NOT NEED TO PERFORM THIS OPTION. IT WOULD BE UP AND RUNNING WHEN BEFORE COMMISSION ARRIVES.)**

When the clerk begins the roll call process, the app displays a blue Present button, which members tap to establish their presence.



Roll Call-Pro)))

Automates everything,
Saving you time:

Roll Call

Motions & Seconds

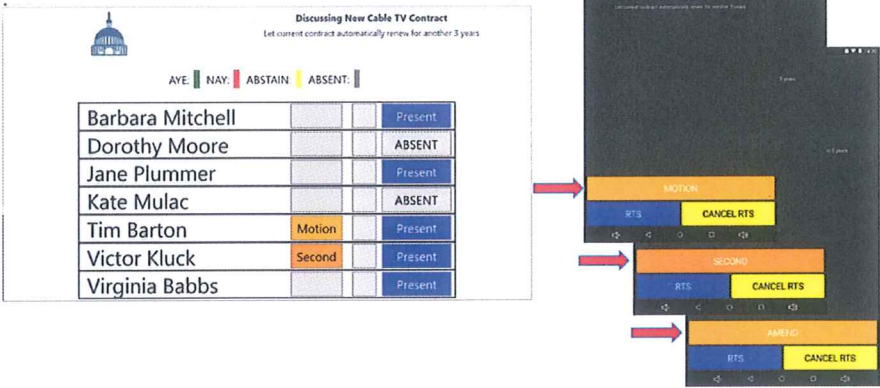
Managing the RTS Queue

Simultaneous Voting

Vote Tallies & Outcomes

Results Documentation

Pricing & Implementation



Discussing New Cable TV Contract
Let current contract automatically renew for another 3 years

	AYE	NAY	ABSTAIN	ABSENT	
Barbara Mitchell					Present
Dorothy Moore					ABSENT
Jane Plummer					Present
Kate Mulac					ABSENT
Tim Barton			Motion		Present
Victor Kluck			Second		Present
Virginia Babbs					Present

Members can press a Motion button to propose a motion, which is displayed on-screen. Other members can second the motion. Once a motion is seconded, anyone can motion to amend.

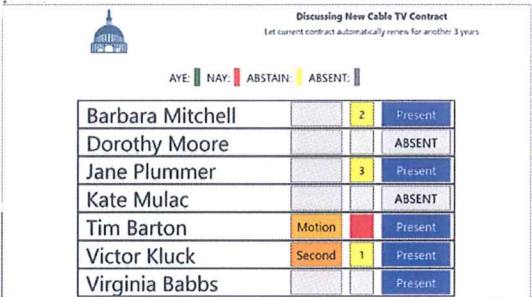
This process can also be conducted verbally while the clerk or mayor records the motion and second by clicking on-screen to record them. (IT IS SUGGEST ANY CONTROLS BE HANDLED BY MAYOR AS IT IS NOW)



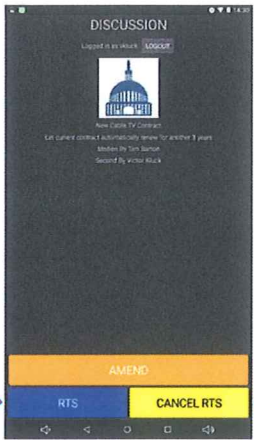
Roll Call-Pro)))

Automates everything,
Saving you time:

- [Roll Call](#)
- [Motions & Seconds](#)
- [Managing the RTS Queue](#)
- [Simultaneous Voting](#)
- [Vote Tallies & Outcomes](#)
- [Results Documentation](#)
- [Pricing & Implementation](#)



Discussing New Cable TV Contract Let current contract automatically renew for another 3 years				
	AYE	NAY	ABSTAIN	ABSENT
Barbara Mitchell			2	Present
Dorothy Moore				ABSENT
Jane Plummer			3	Present
Kate Mulac				ABSENT
Tim Barton		Motion		Present
Victor Kluck		Second	1	Present
Virginia Babbs				Present



DISCUSSION

Logout in 15 Min Logout

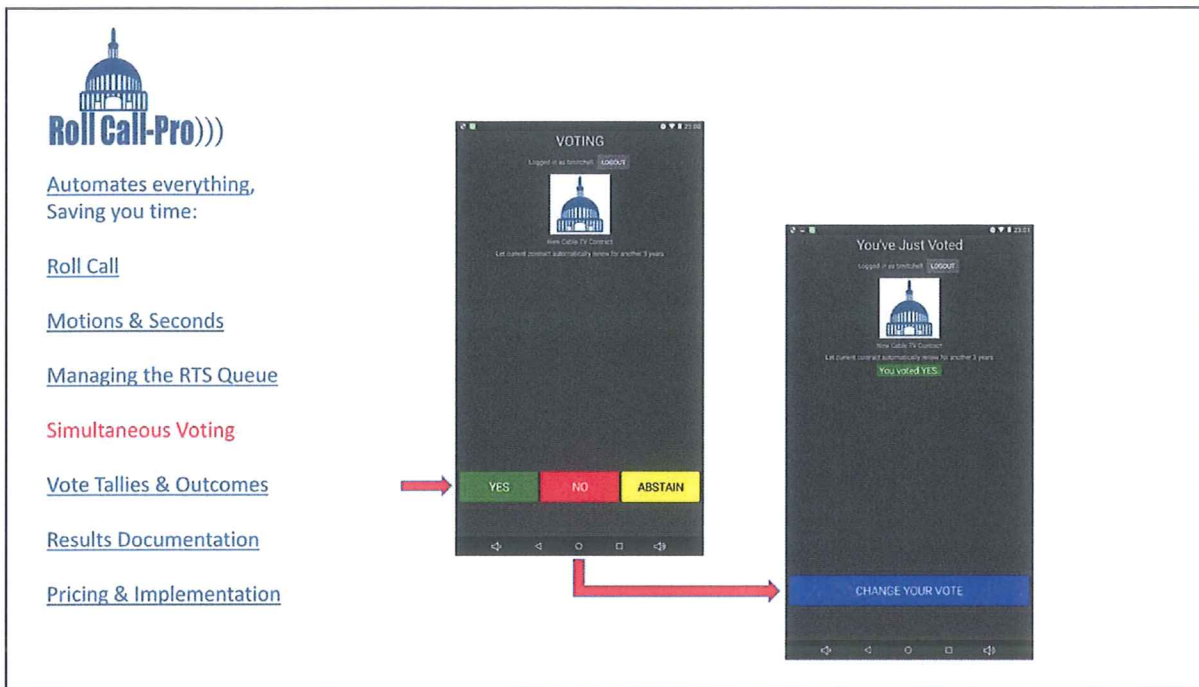
New Cable TV Contract
Let current contract automatically renew for another 3 years
Motions by Tim Barton
Second by Victor Kluck

AMEND

RTS CANCEL RTS

The system allows digital hand-raising, putting requests to speak in order for the chairperson to consider. Regardless of RTS order, though, the chair can recognize anyone at any time.

Like all options in RollCall-Pro, the RTS process can be turned off, if desired, or simply display speaker requests without numbering them.



When directed by the chair, the clerk OR MAYOR puts the system into voting mode, causing apps to display voting buttons. After choosing a voting position, members can change their votes prior to positions being revealed.

Simultaneous voting, rather than sequential verbal voting, saves time. One Texas clerk says RollCall-Pro has shortened her council meetings by more than an hour!



Automates everything,
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Pass/Fail Outcome

Vote Tally → YES: 5 NO: 0 ABSTAIN: 0 ABSENT: 2

Voting Results for New Cable TV Contract
Let current contract automatically renew for another 3 years

Passed By Majority Vote

Barbara Mitchell			YES
Dorothy Moore			ABSENT
Jane Plummer			YES
Kate Mulac			ABSENT
Tim Barton	Motion		YES
Victor Kluck	Second		YES
Virginia Babbs			YES

Voting positions are revealed at the same time, eliminating undue peer influence in the process.

The pass/fail outcome is determined automatically, and all present – those in attendance as well as web & TV viewers - see the group's decision and the positions their representatives have taken on each item.



Automates everything,
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The screenshot displays the 'Voting Results for Approval of Minutes' window. At the top, it shows the date and time: '3/14/2018 8:52:59 PM' and 'RollCall Systems, Inc.'. Below this, there are two red arrows pointing to 'JPG Files' and 'Text Files' buttons. The main area shows a list of names: Barbara Mitchell, Dorothy Moore, Jane Plummer, Kate Mulac, Tim Barton, Victor Kluck, and Virginia Babbs. To the right of the names, there are vote counts: YES: 5, NO: 0, A: 0. Below the names, there is a section for '12. New Cable TV Contract' with a summary, notes, and a result. The summary states: 'Extend current contract - allowing it to automatically renew for another 3 years'. The notes state: 'Rather than signing a new agreement, extending the current contract offsets each user a \$4.75 savings per month compared to the proposed new contract. No legal fees necessary for contract review.' The result is: 'Passed By Majority Vote'. Below the result, there is a section for 'Motion by Tim Barton 9:14 PM' and 'Second by Victor Kluck 9:14 PM'. It also shows speaker recognitions: 'Tim Barton was recognized at: 9:15 PM' and 'Dorothy Moore was recognized at: 9:16 PM'. At the bottom, there is a section for 'Result: Passed by Majority Vote (YES: 5 NO: 0 ABSTAIN: 0 ABSENT: 2)' and a list of names: 'YES: Barbara Mitchell, Jane Plummer, Tim Barton, Victor Kluck, Virginia Babbs', 'NO:', 'ABSTAIN:', and 'ABSENT: Dorothy Moore, Kate Mulac'.

Results can be saved as JPG files and/or appended to the meeting's text results file. This file documents agenda item names & summaries, any notes you took, motions & seconds, and speaker recognitions as well as voting positions and the overall outcome.

This info can be cut/pasted into minutes or into another program, such as an agenda management system.



Automates everything,
Saving you time:

Roll Call

Motions & Seconds

Managing the RTS Queue

Simultaneous Voting

Vote Tallies & Outcomes

Results Documentation

Pricing & Implementation

With an annual license for one (1) computer...

You can support:

- An unlimited number of legislative groups
- Of any size up to 72 members

You get:

- All software upgrades and updates
- A live, online training session
- Unlimited phone/e-mail support

Pricing:

- First year \$3,995
- \$1,200 annually in Year 2 & beyond

With the same license, you can support a main council or board as well as any committees or groups who work in support of the main group or who meet in the same facility.

Every client gets a dedicated, live training session that can accommodate up to 10 trainees. That way, the training is focused exclusively on your needs.



*The most versatile and affordable wireless
roll call voting and request to speak system.*

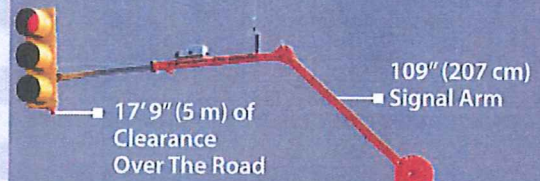
RollCall-Pro automates everything, saving you time:

- Conducting roll call
- Capturing motions and seconds
- Managing the speaker queue
- Simultaneous voting
- Vote tallies and outcomes
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SQ3TS® System

SPECIFICATIONS

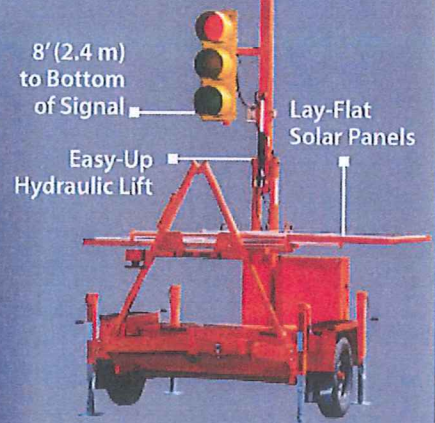
Signal Lamp	Type 12" (300 mm) dia LED
Signal Arm Extension	68 to 109" (173 to 277 cm)
Solar Charge	440W min
Power Source	12V / (16) 6V batteries
Tow Height	89" (226 cm)
Trailer Width	85" (216 cm)
Trailer Weight	3000 lb. (1361 kg)



CUSTOM SIGNAL HEAD LOCATIONS

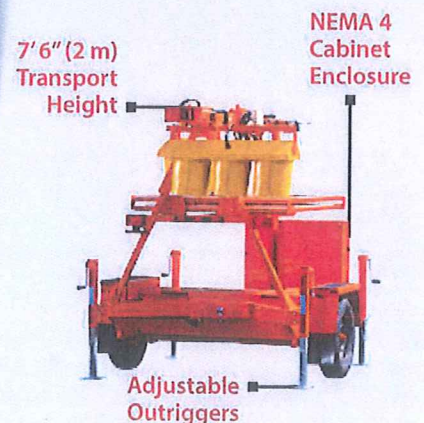
Horizon Signal Technologies can mount signal heads in a variety of configurations to meet guidelines and local codes. Signal Heads can be ordered in yellow or black and with or without blockouts.

DISTRIBUTED BY



EASY TO DEPLOY

The SQ3TS Portable Traffic Signal is equipped with a one-touch, easy-up hydraulic lifting system to make deployments simple.



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Horizon Signal Technologies

5 Corporate Blvd | Reading, PA 19608 | U.S. Toll Free (800) 852-8796

SQ3TS® Component Options

PTS UPGRADE KITS



MESSAGE BOARD INTERFACE SYSTEM

Horizon Signal Systems can wirelessly interface with most major brands of message board to provide motorists with an advanced warning of upcoming traffic signals. Customized messages such as "Red Signal Ahead" are activated by signal status and indication changes.



WIRELESS INTERFACE SYSTEM

The Wireless Interface System allows the SQ3TS System to be wirelessly operated from a street corner controller. The System allows for easy signal substitution of a permanent signal in the event of a knockdown or traffic pattern reconfiguration. An SQ3TS Signal with Wireless Interface can be deployed in under 30 minutes.



GENERATOR ENCLOSURE

The Generator Enclosure provides backup power for Portable Signal Systems operating in areas with limited solar collection capabilities. The unit features a lockable coupler to allow for storage on the rear of the SQ3TS Trailer to keep the unit out of sight. The enclosure is designed to be used with the Honda EU2000i generator.



WAIT TIME / FAULT DISPLAY

This dual-purpose component displays current wait time until the next green indication, and also displays an alert message in the event of a signal fault. A small changeable message sign is installed on the SQ3TS trailer and interfaces directly with the Horizon multi-phase controller to display data in real-time.



ADVANCED REMOTE MONITORING SYSTEM

The Advanced Remote Monitoring (ARM) System allows an authorized user to monitor an entire fleet of Horizon Portable Traffic Signals for location, battery voltage, operating hours and system status. The ARM system will send alerts if a signal is moved, battery voltage is low, or a system fault is detected.



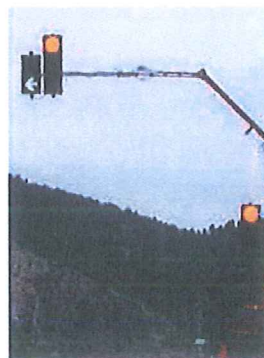
CLEARANCE TIME EXTENSION

The Clearance Time Extension System ensures all vehicles have cleared the zone before allowing the next programmed green interval. If traffic has not cleared the zone, the Clearance Time Extension System will increase the programmed red time until all vehicles are clear.



RAILROAD PRE-EMPTION

The Railroad Pre-emption System preempts the active signal program in the event of a train intersecting the work zone. The system is activated by the railroad crossing gate controls via a hard-wired or wireless connection. All signals within the system revert to a solid red indication at the same time the railroad gates are activated.



TURN ARROW SIGNAL HEAD

MUTCD compliant turn arrows can be added to the SQ3TS Portable Traffic Signal System. This addition makes for easy, safe traffic flow through intersections during construction, annual events and seasonal traffic.

Horizon Signal Technologies

5 Corporate Blvd
Reading, PA 19608

Phone: (800) 852-8796
Fax: 610-743-5188

DATE: 5/29/2018

QUOTATION



City of Dania Beach

Terms: Net 30 days
FOB: Reading, PA

Attn: Richard Rodriguez

Item/Description	Price
SQ3 System (2) solar-assisted signal trailers with tandem tow capability, (2) signal heads per trailer, all LED lamps, (2) controllers, (1) micro-terminal, and wireless radio communication system.	\$49,500/purchase price
Wireless Remote Package Provides wireless control of SQ2 or SQ3 signal system. One package required per system.	\$2500 *optional, but recommended*
Advanced Remote Monitoring System Reports signal location, battery voltage, and faults via email and text messages. A single ARM unit can monitor all signals within a system setup.	Included
Doppler Sensors Motion detectors for signal actuation. Includes (2) sensors.	\$2,000
Unlimited Horizon Certified Training 24/7 customer service support Horizon Signal will deploy and program signals to project specified conditions as needed by the City of Dania Beach Horizon technicians will train city crews on signal proper deployment & programming	Included
Factory Warranty and Structural Design Life <u>10 year warranty on all parts and a 3 year service contract</u> SQ3 trailer units have been 3 rd party U.S. based engineered tested and certified to meet a 25 year structural lifespan and 110mph wind load capacity Horizon Technicians will come inspect the signals once per year to ensure the signals are in proper working order (as requested by)	Included

Purchase Price: TBD

Delivery charge will be \$1,000 to the City of Dania Beach.

Horizon Signal Technologies

5 Corporate Blvd
Reading, PA 19608
Phone: (800) 852-8796
Fax: 610-743-5188

DATE: 5/29/2018

City of Dania Beach

QUOTATION



Terms: Delivery
FOB: Reading, PA

Attn: Richard Rodriguez

Item/Description	Price
<u>SQ2T System</u> (2) trailer mounted signals with one telescoping signal per trailer. All LED lamps, wireless communication system, (2) controllers and (1) micro-terminal. <u>Includes:</u> Shipping, signal deployment and 3 year complete warranty. 24/7 customer support and police department training.	\$29,500 per system Included
TOTAL: \$29,500	

Satterfield, Nicki

From: Kaine, Brad
Sent: Tuesday, June 19, 2018 1:46 PM
To: Satterfield, Nicki
Subject: FW: NEED A LIST OF THE INTERSECTIONS THAT ARE MOST CRITICAL FOR TRAFFIC IF WE LOST THE TRAFFIC LIGHTS IN A HURRICANE. JUST GIVE MOST CRITICAL
Attachments: image003.jpg

From: Wilson, David
Sent: Tuesday, June 19, 2018 11:47 AM
To: Stallings, Darryl
Cc: Marks, Daniel; Perez, Valerian; Cremidis, Abraham; Auerbach, Paul
Subject: RE: NEED A LIST OF THE INTERSECTIONS THAT ARE MOST CRITICAL FOR TRAFFIC IF WE LOST THE TRAFFIC LIGHTS IN A HURRICANE. JUST GIVE MOST CRITICAL

Lt. I drove around the city this morning in reference to the intersections for portable traffic signals. They are as follows from greatest to least:

1. Dania Beach Blvd/Federal Hwy
2. Griffin Rd/Anglers Av
3. Old Griffin Rd/N Federal Hwy
4. Griffin Rd/I95
5. Stirling Rd/S Federal Hwy
6. Griffin Rd/SW 30th Av
7. Griffin Rd/SW 40thAv
8. Stirling Rd/Anglers Av
9. Stirling Rd/I95 (Hollywood PD also)

The top five are the most critical. The others could be handled with posted stop signs on traffic barriers and also shutting down left turns.

From: Stallings, Darryl
Sent: Thursday, June 14, 2018 9:40 AM
To: Wilson, David <David_Wilson@sheriff.org<mailto:David_Wilson@sheriff.org>>
Subject: Fwd: NEED A LIST OF THE INTERSECTIONS THAT ARE MOST CRITICAL FOR TRAFFIC IF WE LOST THE TRAFFIC LIGHTS IN A HURRICANE. JUST GIVE MOST CRITICAL

Please see the below request from the city. Can you assist with this project and identify the intersections ?

Sent from my Sprint Samsung Galaxy S8+.

----- Original message -----

From: "Marks, Daniel" <Daniel_Marks@sheriff.org<mailto:Daniel_Marks@sheriff.org>>
Date: 6/13/18 5:11 PM (GMT-05:00)
To: "Stallings, Darryl" <Darryl_Stallings@sheriff.org<mailto:Darryl_Stallings@sheriff.org>>
Cc: "Tarala, Jason" <Jason_Tarala@sheriff.org<mailto:Jason_Tarala@sheriff.org>>, "Perez, Valerian" <Valerian_Perez@sheriff.org<mailto:Valerian_Perez@sheriff.org>>, "Auerbach, Paul" <Paul_Auerbach@sheriff.org<mailto:Paul_Auerbach@sheriff.org>>
Subject: Fwd: NEED A LIST OF THE INTERSECTIONS THAT ARE MOST CRITICAL FOR TRAFFIC IF WE LOST THE TRAFFIC LIGHTS IN A HURRICANE. JUST GIVE MOST CRITICAL

Maybe Dave can provide insight. Please make a list and send it to me. The city will purchase lights where we think we need them in the event the signals go out. Thanks.
Sent from my iPhone

Begin forwarded message:

From: "Kaine, Brad" <bkaine@daniabeachfl.gov<mailto:bkaine@daniabeachfl.gov>>
Date: June 13, 2018 at 4:34:00 PM EDT
To: Daniel Marks <Daniel_marks@sheriff.org<mailto:Daniel_marks@sheriff.org>>
Subject: NEED A LIST OF THE INTERSECTIONS THAT ARE MOST CRITICAL FOR TRAFFIC IF WE LOST THE TRAFFIC LIGHTS IN A HURRICANE. JUST GIVE MOST CRITICAL

THANKS

Bk

Satterfield, Nicki

From: Perez, Dafne <Dafne_Perez@sheriff.org>
Sent: Tuesday, May 29, 2018 5:12 PM
To: Segal, Adam; Satterfield, Nicki
Cc: Perez, Dafne
Subject: RE: Fire Proposal

Good afternoon Adam and Nicki

The cost for the **new** District Chief position is \$225,357. The costs for the **two** new Fire Safety Officers is \$303,386.

I hope you both have an amazing week.

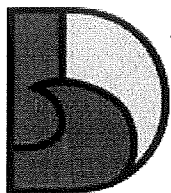
From: Segal, Adam
Sent: Thursday, May 17, 2018 11:22 AM
To: 'dafne_perez@sheriff.org'
Cc: Satterfield, Nicki
Subject: Fire Proposal

Good morning Dafne,

I understand that the new proposal includes two new fire safety officers and a district fire chief. Could you please break these additional positions and associated expenses out for me please as they appear to be included in the overall consideration?

Many thanks
Regards

Adam



Adam Segal CPA, CFE, FCCA
Assistant Finance Director | City of Dania Beach
asegal@daniabeachfl.gov | daniabeachfl.gov
100 W Dania Beach Blvd. | Dania Beach, FL 33004
Phone: 954-924-6800 ext. 3620 | **Fax:** 954-922-5619

DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

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#5, #9, #10

Cost of 1 Armed Security Guard 15 Hrs 7 days Week - Water Plant**FY 18 Impact July 1- September 30**

Hours Per Wk	Hourly	Weekly Incr	13 wks
105	\$ 18.50	\$ 1,942.50	\$ 25,252.50

FY 19 Impact October 1 - September 30

Hours Per Wk	Hourly	Weekly Incr	52 wks
105	\$ 18.50	\$ 1,942.50	\$ 101,010.00

Cost of 1 Security Guard 24/7 & Armed at Parking Garage**FY 18 Impact July 1- September 30**

Hours Per Wk	Hourly	Weekly Incr	13 wks	
28				
7				
32				
67	\$ 18.50	\$ 1,239.50	\$ 16,113.50	New Hours
56	\$ 4.25	\$ 238.00	\$ 3,094.00	Exisiting Hours Armed
			<u>\$ 19,207.50</u>	

FY 19 Impact October 1 - September 30

	Hourly	Weekly Incr	52 wks
56	\$ 4.25	\$ 238.00	\$ 12,376.00
67	\$ 18.50	\$ 1,239.50	\$ 64,454.00
			<u>\$ 76,830.00</u>

Cost of 1 addt'l Security Guard City Hall for Metal Detector**FY 18 Impact July 1- September 30**

Hours per Wk	Hourly	Weekly Incr	13 wks	
45	\$ 18.50	\$ 832.50	\$ 10,822.50	
45	\$ 14.25	\$ 641.25	\$ 8,336.25	\$ 2,486.25

FY 19 Impact October 1 - September 30

	Hourly	Weekly Incr	52 wks	
45	\$ 18.50	\$ 832.50	\$ 43,290.00	
45	\$ 14.25	\$ 641.25	\$ 33,345.00	\$ 9,945.00

Dania Beach-- Initial Proposal as of 4/19/2018

BUS BENCHES

Currently there are:

- 11 benches with cans (BCT)
- 14 city cans (trash cans only)
- 8 cans & 22 benches at park & other recreational facilities

Total cans and total benches → 33

For clarification, city only cans (14) are concrete with dome tops. Bench cans (11) are black metal. Park & other recreational facilities (8) are "wooden" style.

INITIAL REFURBISHMENT

Initial refurbishment of above includes power wash of a 10 X 10 area pad, paint tops for uniformity, tighten and replace bolts for safety.

COST PROPOSAL → \$3,000.00

BUS SHELTERS

Currently there are 10 existing city shelters that need refurbishment. All map cases are permanently damaged and need replacement. We recommend using glass instead of plexiglass because plexiglass is irretrievable damaged with graffiti in addition to being twice as expensive than glass.

INITIAL REFURBISHMENT

Initial refurbishment of above includes repairing the back panels, bolts, seats, etc., power washing and complete repaint

COST PROPOSAL → \$15,000.00

Total cost of 1-time initial refurbishment on bus benches and bus shelters → \$18,000.00

Regular maintenance proposal

Routine maintenance of all benches, shelters, and trash cans including up to 45 benches/ trash cans and up to 20 shelters**

** 10 existing shelters & 10 new shelters

COST PROPOSAL → \$41,600.00/ year

In closing, please note once refurbishment is completed and city has inspected, routine repairs for damaged or vandalized benches/ shelters that require parts will be provided at cost of parts plus 12%. Routine maintenance includes minimum 2 times weekly service.



Office of the City Manager

Date: June 21, 2018

To: Mayor Tamara James
Vice Mayor Bill Harris
Commissioner Chickie Brandimarte
Commissioner Bobbie H. Grace
Commissioner Marco A. Salvino, Sr.

From: Robert Baldwin, City Manager

Subject: Community Development Compensation Mid-year

As you are aware the operations of the Community Development Department, particularly the building division, has grown in complexity and volume of work in order to keep up with the growth taking place in the City. To handle this growth, the Community Development Department has contracted for various services and altered the staff's work assignments particularly to staff the Special Permit Office (SPO).

In January, the department director requested additional compensation, through the use of Assignment Pay, for three Building Division employees that are processing an ever increasing work in the Building Division. The request for compensation could not be handled as Assignment Pay. This type of compensation analysis done is considered as part of the annual budget since it may include title changes. Since the City engaged Evergreen Consulting to perform a compensation and classification study, the matter was referred to them for a compensation review.

Evergreen recommends a 4% increase for the three building Division employees, effective to the time of the request. Evergreen's recommendation is similar to other cities that experienced explosive growth. The change in salary would be retroactive to January 2018, the time of the director's request.

The Community Development Director, along with salary adjustment, requested title changes that better reflect the work that is currently being done in his department. The proposed changes are as follows:

- Administrative Specialist II (grade 20) to Inspection Coordinator (grade 24)
- Permit Service Specialist (grade 22) to Permitting Coordinator (grade 24)
- Permit Coordinator (grade 24) to Special Permit Office Coordinator (25)

Further consideration can be given to the proposed salary adjustment upon completion of the salary survey that is part of the Compensation and classification study.

Evergreen recommends the same.

Compensation Adjustments

Project Task

Provide appropriate compensation adjustment options for additional duties assigned to Anastacia Hughes, Administrative Specialist II; Janice Saunders, Permit Service Specialist; Tammie James, Permit Coordinator working in the Community Development Department of the City of Dania Beach.

Documentation provided by the department and administration supports the need for the City's Community Development Department to provide a higher level and quantity of services to the City's new high growth in development requirements. This expansion in services is not anticipated to be a short term need and is expected to continue for a period of time and as such, should not be viewed as a brief period of extra responsibilities/services provided by City employees in the Community Development Department.

Recommendations Methodology

Extensive research was conducted to include:

- i. review of Administrative Specialist II, Permit Service Specialist, Permitting Coordinator current classification descriptions;
- ii. review of completed JAT (Job Assessment Tool) and supervisor reviews of the JATs of positions listed above;
- iii. January 16, 2018 LaFerrier memo request for 10% assignment pay (Hughes, James & Saunders);
- iv. April 9, 2018 LaFerrier memo request 10% assignment pay (James – April 9 – 16, 2018);
- v. May 9, 2018 LaFerrier memo request 10% assignment pay (James – April 24 – 26, May 8 – 10, 2018);
- vi. Civil Service Code Section 7.3 Maintenance of Classification Plan;
- vii. Collective Bargaining Agreement contract Article 18 – Working Out of Class;
- viii. City of Dania Beach organizational chart and notes referencing Special Permit Office
- ix. Salary data for Administrative Specialist II, Permit Service Specialist, and Permitting Coordinator in South Florida entities (City of Coconut Creek, City of Deerfield Beach, City of Delray Beach, Palm Beach County, Miami Dade County)

Finding:

Research supports providing additional compensation based on added job functions that are amplified by the quantity of clients/projects and supported by the Community Development



Department, specifically by the Administrative Specialist II, Permit Services Specialist, and Permit Coordinator that provides support/services generated by the Special Permit Office.

Per Civil Service Code and general best human resources practices, an employee that assumes added responsibilities for an extended period of time (in excess of 4 hours for the City of Dania Beach, Article 18 – Working Out of Classification) should be provided additional compensation. This added compensation should commence and become effective once the threshold of 4 hours has been exceeded.

Option I,

Provide additional pay for the positions retroactive to the effective date added responsibilities were assumed.

It is customary and has been our experience for clients in high growth communities throughout the United States, to provide employees' whose job responsibilities have increased and are impacted by the requirement to provide additional and/or new services to development demands, an increase of 4%. Salary increases are provided outside the scope of other salary changes that may be based on other compensation studies

A. Current salary for Hughes at Pay Grade 20 is \$40,011.92

Pay Grade 20 Range: Minimum \$32,945.25 Midpoint 41,545.43 Maximum 50,145.58

Provide a 4% salary increase to bring adjusted salary to: **\$41,612.40**

Dependent upon salary study, an additional increase in the revised salary may be appropriate.

B. Current salary for Saunders at Pay Grade 22 is \$45,516.22

Pay Grade 22 Range: Minimum \$36,253.02 Midpoint \$45,779.35 Maximum \$55,305.69

Provide a 4% salary increase to bring adjusted salary to: **\$47,336.87**

Dependent upon salary study, an additional increase in the revised salary may be appropriate.

C. Current salary for James at Pay Grade 24 is \$58,218.58

Pay Grade 24 Range: Minimum \$39,957.70 Midpoint \$50,476.37 Maximum \$60,995.03

Provide a 4% salary increase to bring adjusted salary to: **\$60,547.32**

Dependent upon salary study, an additional increase in the revised salary may be appropriate.

Option II,

Provide additional pay for the positions retroactive to the effective date added responsibilities were assumed. The City's policies and union contracts allows for a percentage range to be provided for employees whose job responsibilities are increased. To move the positions' salaries to the mid-point of their current salary ranges would have the following impact:



A. Current salary for Hughes at Pay Grade 20 is \$40,011.92

Pay Grade 20 Range: Minimum \$32,945.25 Midpoint \$41,545.43 Maximum \$50,145.58

Move to Mid-Point of current Pay Range: \$41,545.43

Dependent upon salary study, an additional increase in the revised salary may be appropriate.

B. Current salary for Saunders at Pay Grade 22 is \$45,516.22

Pay Grade 22 Range: Minimum \$36,253.02 Midpoint \$45,779.35 Maximum \$55,305.69

Move to Mid-Point of current Pay Range: \$45,779.35

Dependent upon salary study, an additional increase in the revised salary may be appropriate.

C. Current salary for James at Pay Grade 24 is \$58,218.58

Pay Grade 24 Range: Minimum \$39,957.70 Midpoint \$50,476.37 Maximum \$60,995.03

Moving to Mid-Point of current Pay Range: \$50,476.37 would not be appropriate as Ms. James is above the mid-point of the pay grade's mid-point.

This option does not allow for consistent application of salary increases for all three positions impacted by the increase in job responsibilities, while continuing to maintain an equitable pay plan and practice within the current pay ranges. Additionally, this option does not provide for the same amount or percentage adjustment for all three impacted positions, as the current salaries vary in the distance from current amount to the pay range's mid-point.

An alternative solution to adjust Ms. James' salary to the maximum of her position's current position would equate to an adjustment of \$2,776.45 and is not advisable as this option does not maintain consistency in the adjustments or provide for equal treatment of adjustments under the City's policies and current pay practices.

Summary

The objective of the City is to reward employees whose job responsibilities have expanded due to the increased demands of their position and continue to maintain a fair and equitable practice for such adjustments. It is our conclusion, the best solution is Option I. With this option, all three impacted employees would be afforded the same percentage of adjustment and would maintain a consistent adjustment practice for the organization as a whole. The City should make additional, appropriate adjustments and/or changes to classifications, if warranted, for these positions based upon the results of the salary study.



Salary Impact - 4% Increase

		FY 18 Base Salary	4% Increase	FICA	Medicare	City Pension	Pickup	FRS	Deferred	457	Est. Annual Impact	FY 18 Impact (9 mo)
Administrative Specialist II - Position 21204	107-15-02	40,011.92	1,600.48	104.03	23.21			126.76	28.81		1,883.28	1,412.46
Permit Coordinator - Position 2239	107-15-02	58,218.58	2,328.74	151.37	33.77	3,463.77	374.46				6,352.11	4,764.08
Permit Service Specialist - Position 22411	107-15-02	45,516.22	1,820.65	118.34	26.40	2,708.03	292.76				4,966.18	3,724.64
		9 Mo (Jan-Sep)	4,312.40	280.31	62.53	4,628.85	500.42	95.07	21.61		13,201.58	9,901.18

		FY 19 Base Salary	4% Increase	FICA	Medicare	City Pension	Pickup	FRS	Deferred	457	Est. Annual Impact
Administrative Specialist II - Position 21204	107-15-02	41,612.40	1,664.50	108.19	24.14			131.83	29.96		1,958.61
Permit Coordinator - Position 2239	107-15-02	60,547.32	2,421.89	157.42	35.12	3,602.32	389.44				6,606.20
Permit Service Specialist - Position 22411	107-15-02	47,336.87	1,893.47	123.08	27.46	2,816.35	304.47				5,164.83
											13,729.64

PERMIT SERVICE SPECIALIST ANALYSIS

	Hourly Rate	Hours per Yr 2080	Annual Contract Cost \$ 73,964.80	Annual Salary	FICA	Medicare	FRS	Deferred Comp	Health	Vision	Dental	Disability	Life/AD & D	Worker's Comp	TOTAL
CAP Government Inc.	\$ 35.56														\$ 73,964.80
Permit Service Specialist - City Employee	\$ 18.00	2080		\$ 37,440.00	\$ 2,433.60	\$ 542.88	\$ 3,092.54	\$ 673.92	\$ 20,951.84	\$ 194.22	\$ 1,098.76	\$ 110.50	\$ 329.88	\$ 108.18	\$ 66,976.12
Annual Cost Differential															\$ 6,988.68

FY 17 - No Budgetary Impact	Funds for Contractual Services would be reduced
FY 18 - No Budgetary Impact	Funds for Contractual Services would be reduced

FY 17 - No Budgetary Impact
FY 18 - No Budgetary Impact

To: Mayor Walter B. Duke, III
Vice Mayor Chickie Brandimarte
Commissioner Bobbie H. Grace
Commissioner Albert C. Jones

From: Robert Baldwin, City Manager 

Date: January 8, 2014

RE: Oasis Program – Third Element

The City's Oasis Program to reduce crime and revitalize our neighborhoods is progressing. Your commitment to this program is having a very positive impact that will have a profound long-term effect on the City.

You will recall the Oasis Program's first element is a beautification project in a targeted neighborhood. The project is followed up by an operational service element including law enforcement, code compliance, bulk trash removal, volunteerism, et al. These two elements have been implemented and are currently underway.

The following is a brief outline of the current status of the Oasis Program:

Oasis I – SW 3RD Avenue

- Project complete
- Operations underway
- Completed 1st volunteer clean-up day

Oasis II – SW 28th Terrace

- Project complete
- Operation underway
- Volunteer clean-up day planned for spring

Oasis III – SW 24th Avenue (CDBG)

- Project complete
- Volunteer clean-up day planned for spring

Oasis IV – SE 2nd Street

- Project partially complete (balance via southeast stormwater project)
- Volunteer clean-up day planned for spring

Oasis V – NE 1st Court & NE 2nd Avenue (CDBG)

- Authorized to bid

Oasis VI – SW 4th Street & SW 9th Street

- Authorized to bid

Oasis VII – NW 11th Avenue

- Authorized to bid

Oasis VIII – Melaleuca Gardens Entrance

- Under design

For your information, we wanted to make you aware of our application to the Broward Sheriff's Office for \$150,000 to fund one Oasis project through Law Enforcement Trust Funds. Sheriff Scott Israel told me he would look favorably upon our application. The process, however, is highly competitive.

You will recall that one way we have reduced our Oasis project costs is by engaging the assistance of FAU students in designing each project. In support of our LETF application to BSO, Dr. Fred Bloetscher has agreed to allow local high school students to work along side his FAU students when designing our project. Exposing high school students to the process will introduce them to future college majors, careers, and civic involvement.

Third Element

Part of the revitalization of our neighborhoods is improving the quality of housing and encouraging single-family, owner-occupied homes. Dania Beach's home ownership rate is just 57.3%, a full ten percent lower than the Broward County average of 68.1%. A resident who owns and occupies his/her home is likely to maintain the property and be active in protecting the neighborhood.

Tonight we are requesting conceptual approval of a third element of the Oasis program that will authorize staff to develop a program to construct new or renovate single-family, owner-occupied homes on selected City-owned properties.

This element will help:

1. Remove deteriorating buildings and unkempt properties.
2. Increase upscale homes and property values in our neighborhoods.
3. Increase owner-occupied, single-family homes in our City.
4. Provide crime-resistant, high-quality homes to complement our neighborhood revitalization efforts.
5. Provide a cost neutral program, as the homes will be constructed and sold on properties already owned by the City.

We propose borrowing \$500,000 from the General Fund Unassigned Fund Balance to be placed in a special restricted account to be used for costs attendant to home design, construction, and sale. The proceeds of the sale of the home would be used to reimburse the account and repay the loan from the reserve.

If the Commission concurs, staff will work out the details of this third home-construction element and bring it back for your formal approval.

MINUTES OF REGULAR MEETING
DANIA BEACH CITY COMMISSION
TUESDAY, JANUARY 14, 2014 – 7:00 P.M.

1. Call to Order/Roll Call

Mayor Duke called the meeting to order at 7:00 p.m.

Present:

Mayor:	Walter B. Duke, III
Vice-Mayor:	Chickie Brandimarte
Commissioners:	Bobbie H. Grace
	Albert C. Jones
City Manager:	Robert Baldwin
City Attorney:	Thomas Ansbro
City Clerk:	Louise Stilson

2. Invocation and Pledge of Allegiance

Commissioner Grace gave the invocation followed by the Pledge of Allegiance to the United States Flag.

3. Presentations and Special Event Approvals

- 3.1 Special Event request for the South Florida Regional Transportation Authority's annual "Rail Fun Day", to be held at the Dania Beach Tri-Rail Station on Saturday, January 25, 2014 from 11:00 a.m. - 3:00 p.m. This is a free event for the community to celebrate Dania Beach Tri-Rail Station's 25th Anniversary.
- 3.2 Special Event request for the MLK Charitable Corporation, Inc. annual "Martin Luther King Jr. Parade and Activities" event. The parade will held on Monday, January 20, 2014 from 9:00 a.m. - 12:00 p.m., and the activities will be held at C.W. Thomas Park from 12:00 p.m. - 6:00 p.m. The applicant is also requesting a special event permit fee waiver for \$150.00; a BSO Police Escort for the Parade and Detail at the park; and road closures for 8th Avenue, 1st Street to Federal Highway, Stirling Road, and Phippen Road to NW 5th Avenue.
- 3.3 Special Event request for the Biblical House of God, None Other Church, "B.H.O.G. Community Outreach Festival", to be held at 819 SW J.A. Ely Boulevard, on Saturday, February 22, 2014 from 10:00 a.m. - 3:00 p.m. The applicant is also requesting road closures for the corners of SW J.A. Ely Boulevard, and SW 8th Street and SW 9th Street.

Mayor Duke invited to the podium two additional speakers who had requested to address the Commission.

Christopher Keller, 601 NE 29th Street, Wilton Manors, and Duvalier Arceneaux, 601 NE 29th Street, Wilton Manors, commented on their "I Am SWAGGA" non-profit organization, noting they want to get music back into public schools.

10. Discussion and Possible Action

10.1 Discussion and action to authorize a home construction element to the City's Oasis Program – City Manager

City Manager Baldwin requested conceptual approval to develop this third element to the Oasis Program. He reviewed the eight Oasis projects, and noted four are currently being readied to bid. He addressed City-owned parcels and the City's policy of selling vacant properties. As a complement to the Oasis Program, he suggested identifying one City property within a given project area, razing the existing building if one exists, constructing a new home, and then putting the property up for sale. This will be brought back to the Commission with details if the Commission so desires.

Commissioner Jones commented that neighbors improve their properties when improvements are made in their communities, and asked if the concept presented could be discussed at a workshop.

City Manager Baldwin said a workshop could be held if the Commission so desires.

Vice-Mayor Brandimarte remarked she wants costs included in the workshop discussion.

City Manager Baldwin pointed out that application was made to BSO for \$150,000.00 in LETF funds for another Oasis project.

Commissioner Grace noted this concept is not new and spoke of a similar undertaking in the 1990s. She added there are various avenues that can be pinpointed to further neighborhood improvement, and felt this is an excellent idea.

10.2 City Commission Vacancy – Mayor Duke

Mayor Duke noted he just wants to keep this on the agenda.

10.3 Discussion to re-open the application process for the City Commission vacancy – Commissioner Jones

Commissioner Jones noted he just wants to keep this on the agenda, also.

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Consent Agenda

Continued from:

Requested Action (Identify appropriate Action or Motion)

TO APPROVE AND ADOPT AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING SECTION 27-4 OF THE CITY CODE OF ORDINANCES DEALING WITH PROCEDURES ON CHANGE OF OWNERSHIP OR OCCUPANCY OF PREMISES; AMENDING SECTION 27-6 OF THE CODE DEALING WITH AUTHORITY AND GROUNDS FOR DISCONTINUANCE OF SERVICE; AMENDING AND RENAMING SECTION 27-9, SUCH SECTION AS “CROSS-CONNECTION CONTROL AND BACKFLOW PREVENTION”, OF THE CITY CODE OF ORDINANCES; AMENDING SECTION 27-20 OF THE CODE DEALING WITH TURNING ON AND SHUTTING OFF OF SERVICE CONNECTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

Purchasing Requests ONLY

Dept:

Acct #:

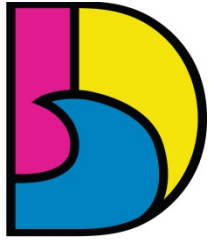
Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

MEMO+-+Cross-Conneccion+Control+and+Backflow+Prevention.doc, O-2018- Cross Connection and Backflow Prevention



DANIA BEACH
SEA IT. LIVE IT. LOVE IT.

CITY OF DANIA BEACH PUBLIC SERVICES DEPARTMENT

MEMORANDUM

DATE: June 26, 2018

TO: Honorable Mayor and Commissioners

FROM: Robert Baldwin, City Manager

By: Brad Kaine, Director of Public Services
Ronnie S. Navarro, P.E., Deputy Director/City Engineer

SUBJECT: To Approve an Ordinance Amending Sections 27-4, 27-6, 27-9, 27-20 of the City's Code of Ordinances related Cross Connections and Backflow Prevention

On May 5, 2014, the state regulations (Florida Administrative Code - Chapter 62) related to protecting the public water supply was changed significantly. Part of the new regulations requires that certain commercial businesses, dedicated residential and commercial irrigation systems, fire services and cooling towers must have an approved testable backflow prevention device installed. All connections, regardless of the installation date, need to come into compliance with the new regulations.

The required inspection is once, at least, annually. On the other hand, refurbishment or replacement for dual check valve is once every 5 to 10 years, or as determined by the City. Please note that these are based on State regulations and not arbitrarily set by Public Services.

The draft ordinance has undergone rigorous review by our Legal Department including an external counsel, Public Services Department, and the Department of Health in Broward County.

Staff recommends adoption of the new ordinance.

ORDINANCE NO. 2018-012

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING SECTION 27-4 OF THE CITY CODE OF ORDINANCES DEALING WITH PROCEDURES ON CHANGE OF OWNERSHIP OR OCCUPANCY OF PREMISES; AMENDING SECTION 27-6 OF THE CODE DEALING WITH AUTHORITY AND GROUNDS FOR DISCONTINUANCE OF SERVICE; AMENDING AND RENAMING SECTION 27-9, SUCH SECTION AS "CROSS-CONNECTION CONTROL AND BACKFLOW PREVENTION", OF THE CITY CODE OF ORDINANCES; AMENDING SECTION 27-20 OF THE CODE DEALING WITH TURNING ON AND SHUTTING OFF OF SERVICE CONNECTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 27-9, Backflow Preventers, of the City Code of Ordinances requires updating according to the U.S. Environmental Protection Agency Safe Drinking Water Act and the Florida Administrative Code; and

WHEREAS, updating the City's water system backflow prevention program is in the City's best interest;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AS FOLLOWS:

Section 1. The above referenced "Whereas" clauses are true and correct and made a part of this Ordinance.

Section 2. Section 27-4 of the City Code of Ordinances is amended to read as follows:

- **Sec. 27-4. - Procedures on change of ownership or occupancy of premises.**
 - (a) In the event of any change in ownership or occupancy of any premises connected to the water system, sewer system or both, the finance department shall be immediately notified in writing, giving the name and address of the new consumer. Such new consumer shall provide, the finance department with a government issued form of identification document (United States corporate/partnership IRS identification number, state driver's license number, passport number or personal social security number), post a deposit for service in his/her name, and the deposit in effect with the previous consumer shall be finalized. No existing account shall be final until such written notice of termination is given to the finance department by the consumer of record. No new service shall be provided to the customer until the Public Service Director

or his/her designee, upon notice from the finance department, confirms that the customer's service is in compliance with Section 27-9 of the Code.

- (b) In the event a consumer fails to notify the finance department upon change of ownership or occupancy of served premises as provided in paragraph (a) above, such consumer shall continue to be liable to the city for all charges accrued and occurring for service until such time that evidence of change in occupancy or ownership is submitted to the finance department, which shall, of its own volition, final the account. This clause shall not prohibit nor preclude the finance department from also demanding from the new owner the payment of all or any charges or rates accrued by a former owner which at the time of demand by registered mail remain unpaid or unsecured, without regard to whether the charges accrued prior or subsequent to change in occupancy or ownership. Upon failure of the new owner to comply with such demand within seventy-two (72) hours after written notice, the city shall have the right to discontinue supplying water to such premises.
- (c) When an owner sells property, leaving a current or delinquent water bill, sewer bill, or both, against the property, the city may, at its option, refuse service to that property or to any other property that the same owner intends to use in the future, regardless of whether or not other accounts of the same owner are in good standing, or refuse to open an account in the new owner's name.
- (d) In cases where a tenant informs the city that the tenant no longer resides at a property supplied by water services, or if the city determines that a property receiving such services is vacant, the city may open a new account in the owner's name and charge the owner as set forth in this article.

Section 3. Section 27-6 of the City Code of Ordinances is amended to read as follows:

- **Sec. 27-6. - Authority and grounds for discontinuance of service; imposition of penalties for violations.**
 - All service shall be subject to cancellation by the city for any one or more of the following reasons:
 - (a) For misrepresentation or concealment in the application as to the premises or fixtures to be furnished with service or the use to be made of such service.
 - (b) For waste or excessive use of water, excessive loading of the sewer facilities, or both, through improper or imperfect pipes, fixtures, or appliances,

excessive infiltration and inflow of ground or rainwater, or for any other reason.

- (c) For refusal or neglect to make any advance payment, if such is required by the city, or for refusal or neglect to comply with requirements of the city as to meter or service location, maintenance, alterations or renewal or other requirements relating to the service of the city.
- (d) Continued delinquency in payment for any services enumerated on a city utility bill, by whomever incurred, for or on account of premises served. An account is deemed delinquent if payment is not received within twenty (20) days of the date of the invoice. If payment is delinquent and in arrears for a period of more than thirty-five (35) days, city shall issue a final delinquency letter to the customer's service address alerting them to the delinquent balance due and a delinquency notice charge as established by resolution to the customer account. If payment is delinquent and in arrears for a period of forty (40) days or more, the city may, at its sole discretion, pull or lock the meter and discontinue service to the property. In such event, the consumer shall pay all fees and charges required to reconnect water service as set forth in this article.
- (e) For use of a service to benefit any other premises.
- (f) For refusal or failure to comply with requirements of the department concerning backflow prevention, cross connections (pursuant to Section 27-9 of the Code), safety checks, or similar requirements.
- (g) For any interference or tampering whether by act of commission or omission, with the meter measuring the water supply, or with seals of any meter, or with any meter box or vault, or with service pipes, or valves of any seals, or with any appliance of the city or with any appliance of the consumer, which was or is required by the city for controlling or regulating the water supply service; or for making or causing to be made any connection with any main service pipe or other pipe, appliance or appurtenances used for or in connection with the department in such manner as to supply water from such connection to any faucet or other outlet without such water passing through a meter or other measuring device used by the city for measuring and registering the quantity so passing through or for making or causing to be made without the written consent of the department any connection with any main, pipe, service pipe, or other instrument or appliance in such a manner to take untreated used or wasted water; or for making or causing to be made any connection with any premises or buildings other than the premises or buildings intended in the application for service to be served by such water

connection, or with intent to defraud the city, and for the purpose of this regulation any interference or tampering with any appliances used in connection with or for controlling or regulating the water supply service to any premises shall be construed and taken to be the act of the consumer using water service at the premises.

- (h) Where there has been a change in ownership of the premises, but no application from the new owner has been made and approved by the finance department.
- (i) Where the city has been or is being defrauded in any way.
- (j) For violation of any of the rules or requirements by the city as now existing or as they shall be made in the future.
- (k) All bills and accounts for service shall be subject to a penalty if delinquent for a period of twenty (20) days after the initial mailing of a bill or statement by the city for services rendered during the previous period. The amount of the penalty shall be as set forth in the resolution of the city commission setting rates. All delinquent services may cause the water service to be shut off and the water will not be turned on until the amount of the delinquent account has been paid. The city may lock or pull all meters of consumer accounts that are delinquent for forty-five (45) days or more. If the consumer is a tenant, the account shall be finaled, the deposit on file will be applied to final the account, and the account will revert back to the property owner of record. If the account is held in the name of the owner, the meter will be pulled and the outstanding bill will be applied as a lien against the property. A fee as set by resolution of the city commission will be assessed to reinstall or unlock the meter and a new deposit (based on the current rate at the time of the new deposit) will be required. Monthly base billing will continue to accrue.
- (l) Application shall be made to the city for the addition of any living units connected to the water service lines if the units have not been included on previous applications. For violations of this section the water service may be disconnected.
- (m) Any violations of subsections (a) through (l) above shall be subject to penalties as provided for in [section 1-8](#) of the City Code which fine shall be added to and become a part of the utilities bill for that unit.

Section 4. Section 27-9 of the City Code of Ordinances is amended to read as follows:

- **Section 27-9 – ~~Backflow Preventers~~ Cross-connection Control and Backflow Prevention.**

(a) Definitions

- (1) Air-Gap - The unobstructed vertical distance through free atmosphere between the lowest point of a water supply outlet and the flood level rim of the fixture or assembly into which the outlet discharges. These vertical, physical separations must be at least twice the inside diameter of the water supply outlet, but never less than 1 inch (25 mm) above the receiving vessel flood rim. Local codes, regulations and special conditions may require more stringent requirements.
- (2) Approved - Accepted by the authority responsible as meeting an applicable specification stated, or as suitable for the proposed use.
- (3) Auxiliary Water Supply - Any water supply on or available to the premises other than the approved potable water supply. These auxiliary waters may include water from another potable water supply or any natural source such as a well, spring, river, stream, harbor, etc., or “used waters” or “industrial fluids”. These waters may be polluted, or they may be objectionable and constitute an unacceptable water source over which the water purveyor does not have sanitary control.
- (4) Backflow - The undesirable reversal of flow in a potable water distribution system as a result of a cross-connection.
- (5) Backflow Preventer - An assembly or means that prevents backflow into the potable water supply.
- (6) Backpressure- A pressure higher than the supply pressure, caused by a pump, elevated tank, boiler, or any other means that may cause backflow.
- (7) Backsiphonage- Backflow caused by negative or reduced pressure in the utility system.
- (8) Reduced-Pressure Backflow-Prevention Assembly - The approved reduced-pressure principal backflow-prevention assembly consists of two (2) independently acting approved check valves together with a hydraulically operating, mechanically independent pressure differential relief valve located

between the check valves and below the first check valve. These units are located between two (2) tightly closing resilient-seated shutoff valves as an assembly and equipped with properly located resilient-seated test cocks.

- (9) Certified/Licensed Installation or Testing Professional-A person certified through one of the following agencies as being competent to test, repair, overhaul, certify the operation, and make reports on backflow prevention assemblies:
- (a) American Society of Sanitary Engineers (A.S.S.E.);
 - (b) National Environmental Technology Training Institute (N.E.T.T.I.);
 - (c) Foundation for Cross Connection Control and Hydraulic Research (F.C.C.H.R.) - University of Southern California;
 - (d) Training, Research, and Education for Environmental Occupations (T.R.E.E.O.) - University of South Florida;
 - (e) Institution for Cross Connection Control (I.C.C.C.);
 - (f) Any such agencies of the State of Florida that are authorized by statute, rule, or regulation to issue the licenses/certifications for plumbing and backflow prevention assemblies' installation, testing and certification.
- (10) Double Check Valve Assembly - The approved double check valve assembly consists of two (2) internally loaded check valves, either spring loaded or internally weighted, installed as a unit between two (2) tightly closing resilient-seated shutoff valves and fittings with properly located resilient-seated test cocks. This assembly shall only be used to protect against a non-health hazard (that is, a pollutant).
- (11) Contamination - An impairment of a potable water supply by the introduction or admission of any foreign substance that degrades the quality and creates a health hazard.
- (12) ~~Cross-Connection – A connection or potential connection between any part of a potable water system and any other environment containing other substances in a manner that, under any circumstances would allow such substances to enter the potable water system. Other substances may be gases, liquids, or solids, such as chemicals, waste products, steam, water from other sources (potable or nonpotable), or any matter that may change the color or add odor to the water.~~ Cross-Connection- any physical arrangement whereby a public water supply is connected, directly or indirectly, with any other water supply system, sewer, drain, conduit, pool, storage reservoir, plumbing fixture, or other device which contains or may contain contaminated water, sewage or other waste, or liquid of

unknown or unsafe quality which may be capable of imparting contamination to the public water supply as the result of backflow. By-pass arrangements, jumper connections, removable sections, swivel or changeable devices, and other temporary or permanent devices through which or because of which backflow could occur are considered to be cross-connections.

- (13) Cross-Connections – Controlled - A connection between a potable water system and a nonpotable water system with an approved backflow-prevention assembly properly installed and maintained so that it will continuously afford the protection commensurate with the degree of hazard.
- (14) Hazard, Degree of - The term is derived from an evaluation of the potential risk to the public health and the adverse effect of the hazard upon the potable water system.
- (15) Hazard -Health - A cross-connection or potential cross-connection involving any substance that could, if introduced into the potable water supply, cause death, illness, spread disease, or have a high probability of causing such effects.
- (16) Hazard –Plumbing - A plumbing type cross connection in a consumer's potable water system that has not been properly protected by an approved air gap or an approved backflow-prevention assembly.
- (17) Hazard –Nonhealth - A cross-connection or potential cross-connection involving any substance that generally would not be a health hazard but would constitute a nuisance or be aesthetically objectionable, if introduced into the potable water supply.
- (18) Hazard –System - An actual or potential threat of severe damage to the physical properties of the potable water system or the consumer's potable water system or of a pollution or contamination that would have a protracted effect on the quality of the potable water in the system.
- (19) Industrial Fluid System - Any system containing a fluid or solution that may be chemically, biologically, or otherwise contaminated or polluted in a form or concentration, such as would constitute a health, system, pollution, or plumbing hazard, if introduced into an approved water supply. This may include, but not be limited to: polluted or contaminated waters; all types of process waters and used waters originating from the potable water system that may have deteriorated in sanitary quality; chemicals in fluid form; contaminated natural waters, such as wells, springs, streams, rivers, harbors, seas, canals, and so forth; oils, gases, caustic and acid solutions, and other liquid and gaseous fluids used in industrial or other purposes.

- (20) Pollution - The presence of any foreign substance in water that tends to degrade its quality so as to constitute a non-health hazard or impair the usefulness of the water.
 - (21) Service Connection - The terminal end of a service connection from the potable water supply, that is, where the water purveyor loses jurisdiction and sanitary control over the water at its point of delivery to the customer's water system. There should be no unprotected takeoffs from the service line ahead of any backflow-prevention assembly located at the point of delivery to the customer's water system.
 - (22) Water –Nonpotable - Water that is not safe for human consumption or that is of questionable quality.
 - (23) Water –Potable - Water that is safe for human consumption as described by the public health authority having jurisdiction.
 - (24) Water Purveyor - Owner of the source facilities, treatment facilities, and the distribution system providing potable water to customers. This refers to the City of Dania Beach.
 - (25) Water-Used - Any water supplied by a water purveyor from a potable water system to a consumer's water system after it has passed through the point of delivery and is no longer under the sanitary control of the water purveyor.
- (b) Requirements a) ~~An approved backflow prevention assembly as stated in the Florida Administrative Code 62-555.360 and the BOCA Uniform Plumbing Code and Section 312.9 of the Florida Building Code (Plumbing), appropriate to the degree of hazard, and for each category of user identified in the Florida Administrative Code Table 62-555.360-2 shall be installed on each service connection as close as practical to the customer's water service meter or customer's property line but, in all cases, before the first distribution line off of the customer's water service line. or immediately inside the building being served, but in all cases before the first branch line leading off the service line, wherever the following conditions exist:~~
- ~~(1) For premises using an auxiliary water supply that is not or may not be of safe bacteriological or chemical quality and that is not acceptable as an additional source as determined by the utilities director or designee.~~
 - ~~(2) For premises on which any industrial fluids or any other objectionable substances are handled in such a fashion as to create an actual or potential hazard to the utility system. This shall include the handling of process waters and waters originating from the utility system that have been subject to deterioration in quality.~~

~~(3) For premises having internal cross connections that cannot be permanently corrected and controlled, or intricate plumbing and piping arrangements or where entry to all portions of the premises is not readily accessible for inspection purposes, making it impracticable or impossible to ascertain whether or not dangerous cross connections exist.~~

~~(4) For premises in which backpressure may be generated in the consumer's system.~~

No new water service connections shall be installed by the water purveyor unless the occupant or tenant has been made aware of the purveyor's cross-connection control policy and understands his or her responsibility to not create or maintain any cross-connections, and the water supply is protected as required by this policy and applicable laws and regulations. Likewise, no new service shall be provided to a changed customer until the City verifies compliance with the provisions of this Section and the existence and functioning of the required backflow prevention device. The same shall be true in the event of the customer connecting to a reclaimed water distribution system or auxiliary water system. The Categories of Customers and the nature of the device to be installed shall be consistent with Table 62-555.360-2, Florida Administrative Code. An approved backflow prevention device or assembly shall be installed according to local plumbing regulations and the Table noted above and prior to any branch line wherever the following conditions exist:

- (i) In the case of an auxiliary water supply which is not or may not be of safe bacteriological or chemical quality and which is not acceptable as an additional water source by the Florida Department of Environmental Protection or delegated County Health Department, the public water system shall be protected against backflow by installing, or requiring the property owner to install, in the service line an approved backflow prevention assembly commensurate with the degree of hazard, and in conformance with the most current edition of the American Water Works Association manual, M-14, "Recommended Practice for Backflow Prevention and Cross-Connection Control"(as clarified and modified in Tables 62-555.360-1 and 62-555360-2 of the Florida Administrative Code) or local plumbing regulations, whichever affords the higher protection.
- (ii) In the case of (1) internal cross-connections that cannot be permanently corrected or protected against, or (2) intricate plumbing, and piping arrangements or where entry to all portions of the premises is not readily accessible for inspection purposes, making it impracticable or impossible to ascertain whether or not dangerous cross-connections exist, the public water system shall be protected against backflow by installing, or

requiring the property owner to install, an approved backflow prevention assembly in the service line.

- (c) Types of Protection Required ~~(b) The type of backflow prevention assembly or means required under subsection (a) above shall be determined by the degree of hazard that exists as follows:~~

~~(1) For premises where there is an auxiliary water supply the utility system shall be protected by an approved air gap separation or a reduced pressure principal assembly.~~

~~(2) For premises where there is backpressure, or the presence of water or other substance that would be objectionable, but not hazardous to health if introduced into the utility system, the utility system shall be protected by a double check valve assembly.~~

~~(3) For premises where there is any material dangerous to health that is handled in such a fashion as to create an actual or potential hazard to the utility system, the utility system shall be protected by an air gap separation or a reduced pressure principal assembly.~~

~~(4) For premises where there are cross connections that are not controlled, either actual or potential, the utility system shall be protected by an air gap separation or a reduced pressure principal assembly.~~

~~(5) For premises where, because of security requirements or other prohibitions or restrictions, it is impossible or impractical to make a complete in-plant cross connection survey, the utility system shall be protected against backflow from the premises by either an air gap separation or a reduced pressure principal assembly.~~

~~(6) For premises where, in the opinion of the utilities director or designee an undue health threat is posed because of the presence of extremely toxic substances, the utilities director or designee shall require an air gap at the service connection to protect the utility system.~~

~~(7) For premises where an irrigation system is connected directly to the utility system through an irrigation meter, the utility system shall be protected as follows:~~

~~i. — On an open head sprinkler irrigation system and where such system is not in use more than twelve (12) consecutive hours an atmospheric vacuum breaker shall be required.~~

~~ii. — On an irrigation system not subject to backpressure a pressure vacuum breaker assembly shall be required.~~

~~iii. — On an irrigation system subject to backpressure a double check valve shall be required.~~

~~iv. On an irrigation system with chemical additives or agents a reduced pressure principal assembly shall be required.~~

~~(8) For premises with a fire service connection, the type of any backflow prevention assembly required shall be subject to the approval of the utilities director or designee.~~

- (i) In the case of an auxiliary water supply the public water system shall be protected by an approved air gap or an approved reduced pressure principal backflow prevention assembly.
- (ii) In the case of water or a substance that would be objectionable but not hazardous to health, if introduced into the public water system, the public water system shall be protected by, at minimum, an approved double check valve backflow prevention assembly, whichever is applicable in accordance with Rule 62-555.360, F.A.C.
- (iii) In the case of any material dangerous to health that is handled in such a fashion as to create an actual or potential hazard to the public water system, the public water system shall be protected by an approved air gap or an approved reduced pressure principal backflow prevention assembly.
- (iv) In the case of “uncontrolled” cross-connections, either actual or potential, the public water system shall be protected by an approved air gap or an approved reduced pressure principal backflow prevention assembly.
- (v) In the case where, in the opinion of the Florida Department of Environmental Protection or delegated County Health Department, an undue health threat is posed because of the presence of extremely toxic substances, the Florida Department of Environmental Protection or delegated County Health Department may require an air gap. This requirement will be at the discretion of the Florida Department of Environmental Protection or delegated county health department and is dependent upon the degree of hazards.
- (vi) At or for a residential or non-residential dedicated irrigation service connection: PVB (pressure vacuum breaker) if backpressure cannot develop in the downstream piping; or an RP (reduced-pressure principal assembly) if backpressure could develop in the downstream piping. A DC (double check valve assembly) may be provided **only** if both of the following conditions are met: (1) the dedicated irrigation service connection initially was constructed prior to May 4, 2014; and (2) no chemicals are fed into the irrigation system.

- (d) Assembly Standards and Specifications - Any backflow prevention device or assembly required in this Section shall be of a make, model and size approved by the City of Dania Beach. The term "Approved Backflow Prevention Assembly" shall mean an assembly that has been manufactured in full conformance with the standards established by the American Water Works Association titled:

AWWA/ANSI C510-07 Standard for Double Check Valve Backflow Prevention Assembly or latest edition; AWWA/ANSI C511-07 Standard for Reduced Pressure Principal Backflow Prevention Assembly or latest edition; and, have met completely the laboratory and field performance specifications of the Foundation for Cross-Connection Control and Hydraulic Research (FCCCHR) of the University of Southern California established by: "Specifications of Backflow Prevention Assemblies" - Section 10 of the most current edition of the *Manual of Cross-Connection Control*.

AWWA and USC FCCCHR standards and specifications have been adopted by the water purveyor. Final approval shall be evidenced by a "Certificate of Compliance" for the AWWA standards or a "Certificate of Approval" for the USC FCCCHR Specifications, issued by an approved testing laboratory.

All installations must be performed by a certified or licensed professional.

(e) Testing and Maintenance Requirements

- (i) It shall be the duty of the property owner to have tests made, at the sole expense of the owner, upon required backflow assemblies installations and at least once per year thereafter. Failed inspections, or those instances where the Director of the Division deems the hazard to be great enough, shall require replacement or repair of the backflow preventer. Likewise, air gaps shall also be tested annually. These inspections shall be performed only by a certified or licensed tester, and shall require a premises permit issued by the City Public Works Department and shall be conducted as set forth in the applicable provisions of the Florida Building Code. Non-testable backflow devices that cannot be field-tested with test gauges shall be inspected and assessed or verified by a plumber or certified tester. Connection with non-testable devices must be assessed to determine the appropriate backflow preventer in accordance with Rule 62-555.360, F.A.C. In instances where the water purveyor deems the hazard to be great enough, inspections or certified field tests at more frequent intervals may be performed. Such testing shall be performed by certified or licensed testing professional.

(ii) A field test report shall be created for all backflow preventer inspections or field tests. Backflow prevention devices and assemblies shall be repaired, overhauled or replaced whenever the devices or assemblies are found to be defective. Where tests are made by the property owner, confirmation documentation with results shall be provided to the purveyor within 30 days of the test performance. The water purveyor shall retain records of field tests, inspections or repairs of backflow devices and assemblies as specified in this policy.

(iii) Right of Inspection – All premises served by the purveyor’s water system are under the ownership or control of the water purveyor. Therefore, all aforementioned premises shall be open for inspection at all reasonable times by authorized representatives of the water purveyor for the purpose of determining whether unprotected cross-connections or other structural or sanitary hazards, including violations of these regulations, exist. When such a condition becomes known, the water purveyor shall immediately coordinate, or require the property owner to coordinate, with a State certified or licensed plumber or a licensed contractor to eliminate the cross-connection by providing for a physical break in the service line or correcting the condition(s) in conformance with this policy, local and state regulations relating to plumbing and water supplies and the regulations adopted pursuant to them. The City Department of Public Services shall: monitor and report any prohibited or inappropriately protected (non-neutralized) cross-connections on any customer’s property; monitor and report customer’s premises that are altered under a City issued building permit that may change the backflow protection required for the service connection to the customer; monitor and report when a connection is reactivated or, when an existing customer reports that the customer is modifying their water use practices or changing the nature of their business. The City may elect, in its discretion, to conduct verification testing using its personnel or an outside contractor as the City deems appropriate. All costs of such confirmation testing shall be borne by the owner of the premises and will consist of the City’s personnel time and material or the actual cost charged the City by the outside contractor, plus a 10% administrative charge.

(g) New Construction Plan Review - The water purveyor shall not provide water service to a newly constructed facility without first performing a cross-connection control hazard assessment of the facility and ensuring that the purveyor’s water system is protected according to this policy. In lieu of such a hazard assessment by

the water purveyor, receipt of a documented cross-connection control hazard assessment by a plumbing inspector of the governmental entity requiring a building permit may be utilized. The conditions for service established by this policy must also be satisfied.

(h) Enforcement –

- (i) The Public Services Director or designee shall be responsible for the protection of the utility system from contamination or pollution due to the backflow of contaminants or pollutants through water service connection. When backflow prevention is required at the consumer's water service connection or within such consumer's system, as provided in this section, the Public Services Director or designee shall give notice in writing to such consumer to install such approved backflow prevention assembly or means.
- (ii) Service of water to any facility on the water purveyor's premises may be discontinued if an occupant, tenant or consumer interferes with or obstructs the implementation of this policy. If it is found that a backflow prevention assembly has been removed, bypassed, or if an unprotected cross-connection exists on a tenant or consumer's premises, service shall be discontinued. Service to a facility, tenant or consumer may be discontinued immediately and without written notice if, in the opinion of the water purveyor, such action is necessary to protect public health or the public water supply. Service will not be restored until all circumstances, conditions or defects causing discontinuance of service are fully corrected.
- ~~(c) The utilities director or designee shall be responsible for the protection of the utility system from contamination or pollution due to the backflow of contaminants or pollutants through water service connection. When backflow prevention is required at the consumer's water service connection or within such consumer's system, as provided in this section, the utilities director or designee shall give notice in writing to such consumer to install such approved backflow prevention assembly or means.~~
- (iii) Record Keeping - Cross-connection control related records shall be retained for a minimum of ten years commencing from the date of adoption of this policy and shall be available for review by regulatory agencies when requested. At a minimum, the following records shall be maintained:
 - a. Inventory - The water purveyor shall maintain, in a spreadsheet format, written inventory of all required backflow prevention assemblies present in the water system. Such information will include a description of the hazard

isolated at each applicable premise, the location of each backflow assembly or air gap, the type of backflow prevention assembly and, if not an air gap, information describing the size, make, model and serial number of installed backflow assemblies. The most recent inspection or test date or cross-connection control survey of each required assembly will be noted and recorded, as well as the installation and repair dates.

- b. Test Reports and Certified Testers – Backflow device inspection and assembly test, maintenance and repair reports shall be retained. Documentation supporting the credentials of certified testers will be retained.
- c. Other Documentation – Copies of all other cross-connection program documentation will be retained, including service contracts, notifications to customers, enforcement actions, backflow incident reports and other related activity.

(d) ~~Testing backflow preventers:~~

- ~~(1) — The owner shall have tested and continually maintain the approved backflow prevention assembly or means required by this section.~~
- ~~(2) — The owner's system shall be open for inspection at all reasonable times to authorized representatives of the utilities director or designee to determine whether cross connections or other threats to the utility system exist.~~
- ~~(3) — It shall be the duty of the owner at any premises where a required backflow prevention assembly other than an atmospheric vacuum breaker is installed, to have certified inspections and operational tests made at least once every three (3) years. In those instances where the utilities director or designee deems the hazard to be great enough, certified inspections may be required at more frequent intervals. A fee as established by resolution of the city commission will be assessed for annual certification compliance.~~
- ~~(4) — All installations, inspections and tests shall be at the sole expense of the owner and shall be performed by a licensed plumber under permit who is also a certified backflow prevention technician. It shall be the duty of the utilities director or designee to see that these tests are made in a timely manner. If any backflow prevention assembly requires repair, overhaul, or replacement, such work shall be done within ten (10) working days of the notice to the owner of the need for such work and all such work shall be done by a licensed plumber under permit who is also a certified backflow prevention technician at the sole expense of the consumer. A copy of the record of all such tests or other work specified in this section shall be reported to the city immediately upon receipt by the consumer of the record.~~

(i) Penalties-Termination of service - Any receiver of water service from the City, failing to perform the required testing or make required repairs to a premises backflow device, or both such testing and repair, shall be subject to termination of service. Such terminations shall continue until all violations of this Policy are corrected. The City may elect at its discretion to undertake such repair, testing or both using its personnel, outside contractor or both as the City deems necessary to correct the violation. All costs to repair, replace (or both) and test the violating device plus City personnel time and material, plus a 10% administrative charge shall be the responsibility of the violating party.

Section 5. Section 24-20 of the City Code of Ordinances is amended to read:

- **Sec. 27-20. - Turning on and shutting off service connections.**
 - (a) *Use of curb cock by consumer.* The curb cock on any and all service connections shall not be in any way used by the consumer for turning on or shutting off the water supply. All such turning on or shutting off the water supply by the consumer shall be made with a separate stopcock, located or to be located on the house or premises side of the service meter. All turning on or shutting off of the water supply at and with the curb cock shall be done exclusively by the department, except that in cases of extreme emergency the consumer may temporarily shut off the water supply and contact the city immediately to notify them about the shut off; any damage to the city water system caused by such shut-off shall be determined and charged as a service cost to the consumer.
 - (b) *Charge for shutting off and turning on.* There shall be no separate charge made for shutting off the water supply to any premises, but in every instance when the processing of such shutoff was originally scheduled for nonpayment of any delinquent account or any other violation of any rule of the city, a processing fee as established by resolution of the city commission will be imposed. If the reconnection occurs during non-business hours, then the reconnection is considered an emergency service, and a fee for such emergency service shall be imposed as set forth by resolution of the city commission.
 - (c) *Requests for shut-off or turn on.* All requests by the consumer for shutting off or turning on of the water supply shall be made to the finance department in writing on forms prepared for that purpose. There shall be no shut off or turn on of the water supply until the Public Service Director or designee, upon

notice from the Finance Department, determines compliance of the connection with the provisions of Section 27-9 of the Code.

- (d) *Accidents, breakdown, etc.* In case of accidents, breakdown, shortage of water supply or any causes beyond its control, because of any act or omission on the part of the city or its agents, or in case of making repairs, renewals, or replacements, the city reserves the right to shut off the water supply from any one or any number of premises without notice, and shall in no manner be held responsible for any consequences of such shut-off.
- (e) *Notice of shutoff.* The department will give notice in the manner deemed in its discretion to be most effective of any shut-off of the water supply wherever and whenever the giving of such notice is practicable, but nothing in this article shall be construed to require the giving of such notice under any circumstances.
- (f) *Shut-off not cause for rebate or refund.* The shutting off by the city of the water supply and the discontinuance of service to any premise or premises for any cause shall not entitle the consumer to any rebate or deduction in the water service charges, nor to any refund of any such charges paid in advance during or for the time of such shut-off unless such period of shut-off continues and extends for more than one month from time of shut-off.
- (g) *Leaks and waste.* Whenever the water supply to any premises has been shut off because of leaks or waste, the procedures set forth in Section 27-17 shall be followed.

Section 6. That if any section, clause, sentence or phrase of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.

Section 7. This ordinance shall be in full force and effect immediately upon its passage and adoption.

PASSED on first reading on June 26, 2018.

PASSED AND ADOPTED on second reading on _____, 2018.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Ordinance

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT ORDINANCE AMENDING CHAPTER 12, ENTITLED, "FLOOD DAMAGE PREVENTION" OF THE CITY CODE OF ORDINANCES TO ADD DEFINITIONS OF TERMS; TO PROVIDE FOR REVISIONS PERTAINING TO DEFINITIONS OF THE TERMS "SUBSTANTIAL IMPROVEMENT" AND "SUBSTANTIAL DAMAGE" AS TO PERCENTAGE THRESHOLDS RELATED TO BUILDING AND STRUCTURE REPAIRS AND SIMILAR ACTIVITIES; AMENDING ELEVATION REQUIREMENTS FOR ALL NEW AND SUBSTANTIALLY IMPROVED RESIDENTIAL AND NON-RESIDENTIAL BUILDINGS AND STRUCTURES; AMENDING PROVISIONS RELATING TO ENCLOSURE LIMITS, MANUFACTURED HOMES AND FOR OTHER PURPOSES; ADOPTING TECHNICAL AMENDMENTS TO THE FLORIDA BUILDING CODE

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

flood memo, O-2018- Amending Ch. 12 Flood Damage Prevention



**CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT**

DATE: June 26, 2018

TO: Robert Baldwin, City Manager

FROM: Marc LaFerrier, AICP, Director 

SUBJECT: **First Reading of an Ordinance Amending Chapter 12 "Flood Damage Prevention"**

BACKGROUND:

On April 14, 2015, the City Commission adopted the City's current "Flood Damage Protection" Ordinance. This ordinance was prepared and adopted in the coordination with federal, state, and local agencies and regulations. The objective of the regulations is to prevent or limit property damage from flooding. The City implements these regulations during the land development review and building permit processes. The City's Flood Plain Manager is responsible for the regulations, compliance and coordination with other agencies.

The proper implementation of these regulations by the City enables flood insured property owners to receive a 5% discount on their flood insurance. All flood insurance discounts are determined and documented by an independent organization, the Community Rating Service (CRS). This year the City of Dania Beach will be audited on-site by CRS in order to verify the proper implementation of the City's flood damage prevention regulations and programs. The proposed amendment to the Chapter 12 of the City Code of Ordinance "Flood Damage Prevention" regulations is a component of the City's flood prevention program. The proposed ordinance and other activities implemented in the flood prevention are also targeted to improve our flood insurance premium reduction to a 10% - 15% discount. In addition to the proposed ordinance, other components of the City flood prevention program will include new or enhanced regulatory standards, drainage system maintenance standards, flood protection assistance, flood management practices, mapping and information systems and public outreach. Additional information regarding this program and the adoption of the public information plan will subsequently be submitted to the City commission. Specifically, the proposed ordinance (attached) includes improvements for base flood elevation (BFE) standards, substantial improvement for reconstruction, finished floor requirements for new manufactured homes and restrictions on allowable structures and uses below the BFE. These new standards can be implemented with minor modifications to plans and construction.

STAFF RECOMMENDATION:

Approve the proposed amendment to Chapter 12: Flood Damage Prevention Code on first reading.

ORDINANCE NO. 2018-013

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 12, ENTITLED, "FLOOD DAMAGE PREVENTION" OF THE CITY CODE OF ORDINANCES TO ADD DEFINITIONS OF TERMS; TO PROVIDE FOR REVISIONS PERTAINING TO DEFINITIONS OF THE TERMS "SUBSTANTIAL IMPROVEMENT" AND "SUBSTANTIAL DAMAGE" AS TO PERCENTAGE THRESHOLDS RELATED TO BUILDING AND STRUCTURE REPAIRS AND SIMILAR ACTIVITIES; AMENDING ELEVATION REQUIREMENTS FOR ALL NEW AND SUBSTANTIALLY IMPROVED RESIDENTIAL AND NON-RESIDENTIAL BUILDINGS AND STRUCTURES; AMENDING PROVISIONS RELATING TO ENCLOSURE LIMITS, MANUFACTURED HOMES AND FOR OTHER PURPOSES; ADOPTING TECHNICAL AMENDMENTS TO THE FLORIDA BUILDING CODE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida has, in Chapter 166, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the Federal Emergency Management Agency ("FEMA") has identified special flood hazard areas within the boundaries of the City of Dania Beach and such areas may be subject to periodic inundation (flooding) which may result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare; and

WHEREAS, the City of Dania Beach was accepted for participation in the National Flood Insurance Program on February 15, 1978, and the City Commission desires to continue to meet the requirements of Title 44 of the Code of Federal Regulations, Sections 59 and 60, which is necessary for such participation; and

WHEREAS, Chapter 553, Florida Statutes, allows for local technical amendments to the Florida Building Code that provide for more stringent requirements than those specified in the Code and allows adoption of local administrative and local technical amendments to the Florida Building Code to implement the National Flood Insurance Program and incentives; and

WHEREAS, the City Commission is adopting amendments to Chapter 12 of the City

Code of Ordinances to (1) change the substantial improvement and substantial damage thresholds; (2) require nonconversion agreements for enclosed areas under elevated dwellings; and (3) establish elevation requirements for manufactured homes consistent with other buildings and structures for the purpose of strengthening City participation in the National Flood Insurance Program's Community Rating System and, where applicable, pursuant to Section 553.73(5), F.S., is formatting those requirements to coordinate with the Florida Building Code (the "FBC"); and

WHEREAS, the City Commission has determined that it is in the public interest to amend the proposed floodplain management regulations that are coordinated with the Florida Building Code;

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

Section 1. Recitals. That the foregoing "Whereas" clauses are true and correct and they are made a part of and incorporated into this Ordinance by this reference.

Section 2. Amendment. Chapter 12, "Flood Damage Prevention" of the City Code of Ordinances is amended to read as follows:

CHAPTER 12. Flood Damage Prevention.

. . .

ARTICLE I. GENERAL.

Sec. 12-2. Scope.

Unless otherwise specified, ~~t~~The provisions of this chapter shall apply to all development that is wholly within or partially within any flood hazard area, including but limited to the subdivision of land; filling, grading, and other site improvements and utility installations; construction, alteration, remodeling, enlargement, improvement, replacement, repair, relocation or demolition of buildings, structures, and facilities that are exempt from the Florida Building Code; placement, installation, or replacement of manufactured homes and manufactured buildings; installation or replacement of tanks; placement of recreational vehicles, installation of swimming pools; and any other development.

. . .

ARTICLE IV. PERMITS.

Sec. 12-26. Application for a permit or approval.

To obtain a floodplain development permit or approval the applicant shall first file an application in writing on a form furnished by the city. The information provided shall:

- (a) Identify and describe the development to be covered by the permit or approval.
- (b) Describe the land on which the proposed development is to be conducted by legal description, street address, or similar description that will readily identify and definitively locate the site.
- (c) Indicate the use and occupancy for which the proposed development is intended.
- (d) Be accompanied by a site plan or construction documents as specified in article V of this chapter.
- (e) State the valuation of the proposed work.
- (f) Be signed by the applicant or the applicant's authorized agent.
- (g) Give such other data and information as required by the floodplain administrator.
- (h) For projects that propose to enclose areas under elevated buildings, include a signed declaration of land restriction (nonconversion agreement); the agreement shall be recorded in the Broward County public records applicable to the property prior to issuance of the certificate of occupancy.

. . .

ARTICLE IX. DEFINITIONS.

Sec. 12-52. General.

. . .

Crown of road. The elevation of the highest surface of street pavement within the right-of-way abutting the property relative to the National Geodetic Vertical Datum (NGVD) or North American Vertical Datum (NAVD), unless otherwise approved by the Floodplain Manager.

. . .

Declaration of land restriction (Nonconversion agreement). A form provided by the Floodplain Administrator to be signed by the owner and recorded in the public records of Broward County applicable to the property in which the owner covenants not to convert or modify a building, structure or both in any manner that is inconsistent with the terms of the building permit and these regulations, including regulations applicable to enclosures constructed

below elevated dwellings.

. . .

Substantial damage. Damage of any origin sustained by a building or structure whereby the cost of restoring the building or structure to its before-damaged condition would equal or exceed ~~fifty~~ forty-nine (~~50~~49) percent of the market value of the building or structure before the damage occurred. The term also includes flood-related damage sustained by a structure on two separate occasions during a ten-year period for which the cost of repairs at the time of each such flood event, on average, equals or exceeds twenty-five (25) percent of the market value of the structure before the damage occurred. (Also defined in FBC, B Section 1612.2.)

. . .

Substantial improvement. Any combination of repair, reconstruction, rehabilitation, addition, or other improvement of a building or structure taking place during a one (1) year period, the cumulative cost of which equals or exceeds ~~fifty~~ forty-nine (~~50~~49) percent of the market value of the building or structure before the improvement or repair is started. For each building or structure, the one (1) year period begins on the date of the first improvement or repair of that building or structure subsequent to the date of permit issuance. If the structure has incurred "substantial damage," any repairs are considered a substantial improvement regardless of the actual repair work performed. The term does not, however, include either: [Also defined in FBC, B, Section 1612.2.]

- (a) Any project for improvement of a building required to correct existing health, sanitary, or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions.
- (b) Any alteration of a historic structure provided the alteration will not preclude the structure's continued designation as a historic structure.

. . .

ARTICLE X. FLOOD RESISTANT DEVELOPMENT.

Sec. 12-53. Buildings and Structures.

- (a) *Design and construction of buildings, structures and facilities exempt from the Florida Building Code.* Pursuant to section 12-25 of this chapter, buildings, structures, and facilities that are exempt from the Florida Building Code,

including substantial improvement or repair of substantial damage of such buildings, structures and facilities, shall be designed and constructed in accordance with the flood load and flood resistant construction requirements of the ASCE 24 standard. Structures exempt from the Florida Building Code that are not walled and roofed buildings shall comply with the requirements of article XVI, of this chapter.

- (b) *Buildings and structures seaward of the coastal construction control line.* If extending, in whole or in part, seaward of the coastal construction control line and also located, in whole or in part, in a flood hazard area:
 - (1) Buildings and structures shall be designed and constructed to comply with the more restrictive applicable requirements of the Florida Building Code, "Building", Section 3109 and Section 1612 or Florida Building Code, "Residential", Section R322.
 - (2) Minor structures and non-habitable major structures as defined in F.S. § 161.54, shall be designed and constructed to comply with the intent and applicable provisions of this chapter and ASCE 24.
- (c) Specific methods of construction and requirements. Pursuant to Broward County Administrative Provisions for the Florida Building Code, the following specific methods of construction and requirements apply:
 - (1) ~~Additional e~~Elevation (freeboard) requirements. ~~For buildings in special flood hazard areas, the minimum elevation requirements in the Florida Building Code, "Residential", shall be to or above the base flood elevation plus one (1) foot.~~
 - a. All new and substantially improved residential buildings and structures in special flood hazard areas shall have the lowest floor, including basement, elevated to or above the elevation required in the Florida Building Code.
 - b. All new and substantially improved non-residential buildings and structures in special flood hazard areas shall either have the lowest floor, including basement, elevated to or above the elevation required in the Florida Building Code, or together with attendant utility and sanitary facilities be designed so that the structure is watertight to that elevation

with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy.

(2) Limitations on enclosed areas below an elevated building. For buildings in special flood hazard areas, the following limitations apply to enclosed areas below elevated buildings:

- a. Access shall be the minimum necessary to allow for only parking of vehicles (garage door), limited storage of maintenance equipment in connection with the premises (standard exterior door), or entry to the living area (stairway or elevator).
- b. The interior portion shall not be temperature controlled, partitioned, or finished into separate room.

(3) Cumulative substantial improvement. In Section 202 of the Florida Building Code, Building and Section 202 of the Florida Building Code, Existing Building, definitions for the term “Substantial Improvement” shall be as follows:

Substantial Improvement. Any combination of repair, reconstruction, rehabilitation, addition, or other improvement of a building or structure taking place during a one (1) year period, the cumulative cost of which equals or exceeds ~~fifty~~ forty-nine (5049) percent of the market value of the building or structure before the improvement or repair is started. For each building or structure, the one (1) year period begins on the date of the first improvement or repair of that building or structure subsequent to the date of permit issuance. If the structure has incurred "substantial damage," any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either:

- (1) Any project for improvement of a building required to correct existing health, sanitary, or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions.
- (2) Any alteration of a historic structure provided the alteration will

not preclude the structure's continued designation as a historic structure.

- (4) Repetitive flood damage and substantial damage. In Section 202 of the Florida Building Code, "building" and Section 202 of the Florida Building Code, "~~existing~~ Existing building Building", definitions for the term "substantial damage" shall be as follows:

Substantial damage. Damage of any origin sustained by a building or structure whereby the cost of restoring the building or structure to its before-damaged condition would equal or exceed ~~fifty-fourty-nine~~ (5049) percent of the market value of the building or structure before the damage occurred. The term also includes flood-related damage sustained by a structure on two separate occasions during a ten-year period for which the cost of repairs at the time of each such flood event, on average, equals or exceeds twenty-five (25) percent of the market value of the structure before the damage occurred.

. . .

ARTICLE XIII. - MANUFACTURED HOMES

Sec. 12-66. - General elevation requirement.

(a) Unless subject to the requirements of section 12-67 of this chapter, aAll manufactured homes in special flood hazard areas, including new installations, substantial improvements, and replacement homes ~~that are placed, replaced, or substantially improved on sites located: (a) outside of a manufactured home park or subdivision; (b) in a new manufactured home park or subdivision; (c) in an expansion to an existing manufactured home park or subdivision; or (d) in an existing manufactured home park or subdivision upon which a manufactured home has incurred "substantial damage" as the result of a flood,~~ shall be elevated such that the bottom of the frame is at or above the elevation required, as applicable to the flood hazard area, in the Florida Building Code, "Residential", Section R322.2 (Zone A) or Section R322.3 (Zone V); and Section 12-53(c)(1) of this chapter.

(b) All manufactured homes that are placed or replaced on sites outside special flood hazard areas (Zone X) shall be elevated such that the bottom of the frame is supported by reinforced piers or other foundation elements of at least equivalent strength that are not less than

36 inches in height above grade; or at least six (6) inches above the crown of road elevation of the road adjacent to the plot, whichever is higher.

~~Sec. 12-67. Elevation requirement for certain existing manufactured home parks and subdivisions.~~

~~Manufactured homes that are not subject to section 12-66 of this chapter, including manufactured homes that are placed, replaced, or substantially improved on sites located in an existing manufactured home park or subdivision, unless on a site where substantial damage as result of flooding has occurred, shall be elevated such that either the:~~

- ~~(a) Bottom of the frame of the manufactured home is at or above the elevation required, as applicable to the flood hazard area, in the Florida Building Code, "Residential", Section R322.2 (zone A) or Section R322.3 (Zone V); or~~
- ~~(b) Bottom of the frame of the manufactured home is supported by reinforced piers or other foundation elements of at least equivalent strength and not less than thirty-six (36) inches in height above grade or above the base flood elevation plus one foot, whichever results in the highest elevation;~~

~~Sec. 12-6768. – Enclosures.~~

Enclosed areas below elevated manufactured homes shall comply with the requirements of the Florida Building Code, "Residential", Section R322 for such enclosed areas, as applicable to the flood hazard areas and section 12-53(c)(2) of this chapter.

~~Sec. 12-6869. – Utility equipment.~~

Utility equipment that serves manufactured homes, including electric, heating, ventilation, plumbing, and air conditioning equipment and other service facilities, shall comply with the requirements of the Florida Building Code, "Residential", Section R322, as applicable to the flood hazard area.

Section 3. In terms of design, plan application review, construction and inspection of buildings and structures, the cost impact as an overall average is negligible in regard to the local technical amendments because all development has been subject to the requirements of the local

floodplain management ordinance adopted for participation in the National Flood Insurance Program. In terms of lower potential for flood damage, there will be continued savings and benefits to consumers.

Section 4. Applicability. For the purposes of jurisdictional applicability, this ordinance shall apply in the City of Dania Beach. This Ordinance shall apply to all applications for development, including building permit applications and subdivision proposals, submitted on or after the date of adoption.

Section 5. Conflict. All ordinances or parts of ordinances and all resolutions or parts of resolutions in conflict with the provisions of this Ordinance are repealed to the extent of such conflict.

Section 6. Severability. If any section, subsection, sentence, clause or phrase of this Ordinance is, for any reason, declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinance as a whole, or any part thereof, other than the part so declared.

Section 7. Effective Date. That this Ordinance shall be in force and take effect immediately upon its passage and adoption.

PASSED on first reading on June 26, 2018.

PASSED and ADOPTED on second reading on _____, 2018.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Ordinance

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT ORDINANCE AMENDING CHAPTER 11, ENTITLED “FIRE PROTECTION AND PREVENTION”, ARTICLE III, ENTITLED “FIRE PREVENTION”, SECTION 11-46.1, ENTITLED “ESTABLISHMENT OF FEES”, OF THE CITY CODE OF ORDINANCES, BY REPEALING AND REPLACING THAT SECTION AS A RESULT OF UPDATES AND REVISIONS TO THE FIRE SAFETY INSPECTION FEE SCHEDULE

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

fire fees memo, O-2018- Amending Section 11-46.1 Establishment of Fees - Fire Safety(Legal_12-2 CLEAN), R-2018 DRAFTamending fire fees



**CITY OF DANIA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT**

DATE: June 26, 2018

TO: Robert Baldwin, City Manager

FROM: Marc LaFerrier, AICP, Director of Community Development 

SUBJECT: Proposed Amendments to Section 11-46.1, Fire Safety Inspection Fees, of the City Code of Ordinances (1st Reading)

BACKGROUND:

City Commission discussed this subject matter at its June 12, 2018 meeting.

Applications for land development approvals have significantly increased in recent years. Therefore, related permit and construction activities have also increased. In response to the increased construction activity, the City has taken several steps to ready the Community Development Department's personnel, processes and services to properly respond to the additional work load. The fire plan review and inspection process are an integral component of the development review and construction process. This agenda item and memorandum provides recommendations to further improve the land development process in Dania Beach as it relates fire plan review and inspection services.

Florida's State Statutes and the City's Code of Ordinances require that site development, building construction and building occupancy comply with certain fire suppression and life safety regulations. These responsibilities are administered during DRC review, the building permit/inspection process and the annual inspection commercial and multi-family properties. Currently, the Broward Sheriff's Office (BSO) has one (1) plans examiner/inspector and three (3) fire inspectors from of the Fire Marshal's Office assigned to Dania Beach. The services provided by BSO have been timely, responsive and complete. However, the City's current fire plan review and inspection fees do not, like other permit fees, recover the costs of the services provided. Furthermore, the deficit of revenues to expenditures will increase as construction and inspection activity increases. In order to provide the current level of services needed for the increase of new construction and businesses, additional staff from the Fire Marshal's Office will be needed.

Currently, the Broward Sheriff's Office (BSO) provides two (2) plans examiners/inspectors for new construction and one and one half (1.5) fire inspectors for the annual business tax receipts (BTRs) fire inspections to Dania Beach. The services provided by BSO have been successfully integrated with the permit and (BTRs) processes. However, in order to provide the timely services necessary to the development community, BSO has shifted priorities and personnel to new construction plan review and services. The demand for the new construction services ultimately increases the number of businesses and fire safety annual inspections for new (BTRs).

The City staff has analyzed the current fire fee schedule and the related service costs and revenues. The findings of the data analyzed indicate the City's current fire fee schedule is not adequate to support the required services. The City's current fire plan review and inspection fees do not, like other permit fees, recover the costs of the services provided. Furthermore, the deficit of revenues to expenditures will increase as construction and inspection activity increases. In order to provide the current level of services needed for the increase of new construction and businesses, additional staff from the Fire Marshal's Office will be needed, which will result in a further increase to deficit costs to the City. It is estimated approximately only 50% of the cost to provide of fire plan review and inspection services is funded by the City's current fire fees with the remaining costs funded by the citizens and businesses of the City through General Fund revenues. The following is a table that provides information delineating the costs to provide the contractual services from BSO Fire Marshal's Office and the revenues to cover these costs for the previous (5) years.

	Total Cost Contractual Services	Fire Fees Revenues	General Fund Revenues	% of Cost Funded by Fire Fees
2012-2013	\$642,786*	\$370,733	\$272,053	42%
2013-2014	\$674,926*	\$394,840	\$280,086	41%
2014-2015	\$708,673*	\$394,632	\$314,041	44%
2015-2016	\$743,540*	\$356,464	\$387,076	52%
2016-2017	\$782,888	\$374,107*	\$408,781	52%

*reflects estimates based on BSO annual increases

REQUEST:

The Community Development Department is requesting amendments to the City Code of Ordinances relating to fire plan review and fire safety inspection fees. The purpose of the amendment is to provide a "Schedule of Fire Plan Review and Inspection Fees" that are established, like other City fees, by resolution. The proposed ordinance (attached) removes the fire plan review and inspection fees established by Ordinance in Chapter 11 of the City Code and allow such fees to be replaced and amended by a subsequent resolution. The current fee structure for the fire plan review and inspection services requires the City to fund the revenue deficit with General Fund dollars. Increasing the fees to cover the costs of services would provide an avenue to work towards providing a "cost-neutral" service by the City with a reduced financial impact to the General Fund. The additional revenues derived from the updated fire fee schedule will enable the City to contract with BSO for two (2) additional fire plan examiners/inspectors for the Community Development Department.

Also, attached is the draft resolution that the City and BSO staff have prepared for the proposed fire safety plan review and inspection fees that will be scheduled for the City Commissioner's consideration at their July 24th City Commissions meeting.

RECOMMENDATION:

Approve the first reading of the proposed ordinance to repeal the existing Fire Safety Inspection Fee Schedule.

ORDINANCE NO. 2018-014

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 11, ENTITLED "FIRE PROTECTION AND PREVENTION", ARTICLE III, ENTITLED "FIRE PREVENTION", SECTION 11-46.1, ENTITLED "ESTABLISHMENT OF FEES", OF THE CITY CODE OF ORDINANCES, BY REPEALING AND REPLACING THAT SECTION AS A RESULT OF UPDATES AND REVISIONS TO THE FIRE SAFETY INSPECTION FEE SCHEDULE; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA:

Section 1. That Article III, entitled "Fire Prevention" of Chapter 11, entitled "Fire Protection and Prevention", Section 11-46.1, "Establishment of Fees", of the City Code of Ordinances, is repealed in its entirety and in its place, a new Section 11-46.1 is created to read as follows:

Sec. 11-46.1 – Establishment of Fees.

Dania Beach Fire Safety Inspection fees are and will be established by a resolution adopted by the City Commission from time to time.

Section 2. That if any section, clause, sentence or phrase of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.

Section 3. That all ordinances or parts of ordinances and all resolutions or parts of resolutions in conflict with this Ordinance, are repealed to the extent of such conflict.

Section 4. That this Ordinance shall take effect immediately upon City Commission adoption.

PASSED on first reading on June 26, 2018.

PASSED AND ADOPTED on second reading on _____, 2018.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

RESOLUTION NO. 2018-__

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, AMENDING CHAPTER 11, ENTITLED "FIRE PROTECTION AND PREVENTION", ARTICLE III, ENTITLED "FIRE PREVENTION", SECTION 11-46.1, ENTITLED "ESTABLISHMENT OF FEES", OF THE CITY CODE OF ORDINANCES, AMENIDNG THE FIRE SAFETY INSPECTION FEE SCHEDULE; PROVIDING FOR SEVERABILITY; FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Dania Beach, Florida, is authorized by state law to enact user fees commensurate with the cost to the City of providing services, in such amounts as are necessary for the conduct of municipal government and affairs; and

WHEREAS, it is in the best interest of the City that large scale development projects be processed for permits and inspections in an expedited manner impacting the processing of day to day permit applications; and

WHEREAS, the City of Dania Beach Code of Ordinances, pursuant to Section 11-46.1, "Fire Prevention" of Chapter 11, "Fire Protection and Prevention", provides for the establishment of fire safety inspection and plan review fees; and

WHEREAS, the cost of plan review, administration and inspection services should be borne by the users benefiting from the services; and

WHEREAS, the City wishes to incorporate a fee schedule established by Resolution a fee adequate to partially offset the cost for fire safety plan review and inspections services, and

WHEREAS, the fees contained in this Resolution have been developed to properly accommodate the costs for providing plan review, permitting, fire safety inspection services, and advisory services provided to citizens and contractors; and

WHEREAS, the Director of Community Development and Broward Sheriff Fire Marshal's Office believes that it is in the best interest of the citizens and residents of the City of Dania Beach to approve the recommended fee schedule:

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA:

Section 1. That the foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct, and they are made a part of and incorporated into this Resolution by this reference.

Section 2. That a revised and updated fee schedule is adopted as follows:

FIRE SAFETY INSPECTION AND PLAN REVIEW FEE SCHEDULE

The following fees are established for the permits, certificate of use inspections, certificate of occupancy inspections, annual fire safety inspections, re-inspections and tests performed under the provisions of this chapter:

Plans Examination Fees:

1. Plans Examination Fee Schedule (includes development review, all new construction, additions, alterations, remodeling, renovations, retrofits, fire sprinkler systems, fire alarm systems, other fire protection systems and similar type work which requires permits).

- a. Plan Review Fees for Site and Plat Development

- i. Fees for Site and Plat Development Review Services shall be as follows:

1. Final Plat Review ... 560.00
 2. Variance Approval Requests ... 150.00
 3. Site Development Plan Review ... 1,120.00
(Includes two (2) review cycles as defined by the City of Dania Beach Community Development Department)
 4. Re-examination of Plat / Site Plans due to correction, amendments, change or alteration beyond the two review cycles included with the original submittal, per plans examination ... 200.00

- ii. Fire protection review for developmental order approval for one and two-family dwellings, triplexes and quadplexes ... 200.00

- b. Plan Review Fees for Permit:

- i. Miscellaneous minor plans examination as determined by the Fire Plans Examiner (Examples include but are not limited to fences, paving, tents, dumpsters, gates, signs, etc.) ... 75.00
 - ii. Minimum fee for plans other than those considered minor by the Fire Plans Examiner ... 150.00
 - iii. Plans examination fee per sq. ft. (includes all structural life safety reviews for new construction, additions, alterations, remodeling, renovations and similar type work requiring a permit) ... 0.036
Minimum Fee ... 150.00
 - iv. Plans examination fee. (fire alarms and sprinkler systems) ... 0.036 per sq. ft

- Minimum Fee ... 150.00
 - v. Pre-application plan review (each review or re-review) based on time consumed, fee per hour or fraction thereof (exception by administrative approval only) ... 150.00
 - vi. Plans to be re-examined ... 50% of original fee (subsequent reviews following the initial allowable re-review that are noncompliant)
- c. Plan Review Fees for Fire Protection Systems and Other Special Systems:
- i. Fire Standpipe System (wet/dry) stand-alone plans only, not part of a sprinkler plan set system ... 300.00
 - ii. Early warning system or devices, first twelve (12) devices (includes smoke, heat and fire detection devices) ... 300.00
Each additional device ... 1.00 (NEW)
 - iii. Special Hazard Extinguishing System ... 300.00
 - iv. LP Gas or Compressed Gas System ... 300.00
 - v. Fire Pumps (each pump) ... 300.00
 - vi. Smoke Control System (Smoke management / evacuation, etc.) ... 600.00
 - vii. Emergency Generator (all types) ... 300.00
 - viii. Pre-application plan review (each review or re-review) based on time consumed, fee per hour or fraction thereof (exception by administrative approval only) ... 150.00
 - ix. Plans to be re-examined ... 50% of original fee (subsequent reviews following the initial allowable re-review that are noncompliant)

New Construction Inspections and Fire Protection Systems Testing and Verification Fees:

2. New Construction Inspections

- a. Miscellaneous minor inspections as determined by the Fire Plans Examiner (Examples include but are not limited to fences, paving, tents, dumpsters, gates, signs, etc.) ... 100.00
- b. Commercial, industrial, business, storage, assembly, warehouses, mercantile and all others not listed above or below
 - i. Minimum fee (up to 2,500 sq. ft.) ... 200.00
 - ii. 2,501 sq. ft. to 5,000 sq. ft. ... 300.00
 - iii. Fee per 1,000 sq. ft. exceeding the first 5,000 sq. ft. ... 20.00
- c. Condominiums / apartments, hotels, motels, time shares:
 - i. 3--10 units ... 200.00
 - ii. 11--24 units ... 300.00
 - iii. 25--99 units ... 400.00
 - iv. 100--199 units ... 600.00
 - v. 200+ units ... 1,000.00

- d. Place of assembly used solely by a not-for-profit organization listed with the city . . . No charge
 - e. Hospitals, Nursing homes, Adult congregate living facilities, community- based substance abuse facilities, day care centers (adult and child), nursery schools
 - i. Minimum fee (up to 2,500 sq. ft.) . . 300.00
 - ii. 2,501 sq. ft. to 5,000 sq. ft. . . . 400.00
 - iii. Feet for each 1,000 sq. ft. or portion of such area exceeding the first 5,000 sq. ft. . . . 30.00
 - f. All other inspections not identified in this section of the of the fees required for a certificate of occupancy, a business tax receipt or both shall be charged at the periodic inspection rate, to be paid at the time of permit issuance.
 - g. Re-inspection fee for a “not ready” or non-compliant condition ... 180.00
3. Fire Protection Systems – Testing and Verification Inspection Fees
- System Testing and Verification Inspection Fees (Includes all new and existing systems: all fees shall be paid prior to testing, inspections, retesting and re-inspection)
- a. Fire sprinkler system (Fee for Acceptance Inspection and Test Verification Only):
 - i. Underground Rough / Pressure Test ... 300.00
 - ii. Aboveground Rough / Pressure Test ... 300.00
 - iii. Fire Sprinkler Final Inspection / Test
 - 1. (Minimum) ... 300.00
 - 2. Fee for each 1,000 Sq. Ft. or portion of such area of gross floor area up to 50,000 Sq. Ft. ...15.00
 - 3. Fee for each 1,000 Sq. Ft. or portion of such area of gross floor area exceeding 50,000 Sq. Ft. ... 10.00
 - b. Fire standpipe (per test):
 - i. Minimum fee . . . 300.00
 - ii. Fee per riser ... 150.00
 - iii. Maximum fee ... 600.00
 - c. Fire pump acceptance tests . . . 300.00
 - d. Fire Protection Water Supply Device Inspection / Testing and Fire hydrant flow tests (fire hydrants, fire wells, etc.). . . 200.00
 - e. Fire Protection System Underground Piping (prior to the point of service for a fire sprinkler system) for acceptance inspection and test verification ... 300.00
 - f. Special Hazard Extinguishing Systems (includes systems such as carbon dioxide, dry chemical, wet chemical, wettable agent, etc., A.F.S.S. for Hood Systems and Spray Booths, excludes water-based fire sprinkler systems):
 - i. Fee for acceptance inspection and test verification of systems with one (1) cylinder and up to six (6) heads, each ... 300.00
 - ii. Fee for acceptance inspections and test verification of systems with more than one (1) cylinder or more than six (6) heads, each ... 450.00

- g. Fire alarm tests:
 - i. Minimum fee . . . 300.00
 - ii. Per detection or manual device . . . 4.00
- h. Early Warning Devices or Systems (includes early warning devices and systems installed in new and existing structures, and use for the reporting and detection of fire or its byproducts. Exception: fire/smoke detection devices installed as part of a fire alarm system):
 - i. Fee for acceptance inspection and test verification only ... 300.00
 - ii. Fee per hour or fraction thereof for additional staff hours ...65.00
- i. Smoke Management and Smoke Control Systems
 - i. Acceptance testing and Inspection (minimum fee for up to sixteen (16) staff hours ...1,500.00 (County Charges 2,500.00)
 - ii. Fee per hour or fraction thereof for additional staff hours required ...65.00
- j. LP Gas – Compressed Gas Systems (includes LP gas, Natural gas, Medical gases). Fee for acceptance inspection and test verification, each ... 300.00
- k. Flammable / Combustible Liquid Aboveground and Underground Tanks and Piping Systems (includes inspection and testing required for new and existing tanks and piping). Fee for acceptance inspection and test verification ... 300.00
- l. Firestopping / Penetration Protection Inspections ... 300.00
- m. Emergency Generator Inspection / Testing (full load bank test) ... 600.00
- n. Emergency Life Safety System Inspection / Testing ... 300.00
- o. Miscellaneous acceptance inspections and test verification not classified above ... 300.00
- p. Retest / Re-inspection fees for the applicable systems or devices shall be charged for each retest/re-inspection due to a “not ready” or non-compliant condition ... 180.00
- q. Additional fee for fire rescue apparatus use for inspection and/or testing for any of the systems above (per hour or fraction thereof) ... 160.00

Annual Inspections:

4. Annual Inspections

An annual fire safety inspection fee is levied and imposed against all buildings and structures within the city to provide funding for the cost of providing such fire safety inspection services, which annual fee shall be payable at the time of registering with the City of Dania Beach as a business and each subsequent year (annually) in order to obtain a Business Tax Receipt. Fees shall be in accordance with the following schedule:

- a. Commercial, industrial, business, storage, assembly, warehouses, mercantile and all others not listed above or below
 - i. Minimum fee (up to 2,500 sq. ft.) . . . 200.00
 - ii. 2,501 sq. ft. to 5,000 sq. ft. . . . 300.00

- iii. Fee per 1,000 sq. ft. or portion thereof, exceeding the first 5,000 sq. ft. . . . 20.00
- b. Condominiums/apartments:
 - i. 3--10 units . . . 150.00
 - ii. 11--24 units . . . 200.00
 - iii. 25--99 units . . . 300.00
 - iv. 100--199 units . . . 450.00
 - v. 200+ units . . . 700.00
- c. Hotels, motels, time shares:
 - i. 3--10 units . . . 200.00
 - ii. 11--24 units . . . 300.00
 - iii. 25--99 units . . . 400.00
 - iv. 100--199 units . . . 600.00
 - v. 200+ units . . . 1,000.00
- d. Place of assembly used solely by a not-for-profit organization listed with the city . . . No charge
- e. Hospitals, Nursing homes, Adult congregate living facilities, community- based substance abuse facilities, day care centers (adult and child), nursery schools
 - i. Minimum fee (up to 2,500 sq. ft.) . . . 300.00
 - ii. 2,501 sq. ft. to 5,000 sq. ft. . . . 400.00
 - iii. Fee for each 1,000 sq. ft. or portion of such area exceeding the first 5,000 sq. ft. . . . 30.00
- f. Re-inspection fees for annual inspections:
 - i. First re-inspection (following the original inspection) . . . no charge
 - ii. Subsequent re-inspections due to non-compliant conditions after the first re-inspection . . . same as original fee.
- g. Fee for a Notice of Violation (N.O.V.'s) for Life Safety issues that, in the opinion of the Authority Having Jurisdiction, create a significant and imminent threat or hazard to life (examples include but are not limited to inoperable fire alarm systems, inoperable fire sprinkler systems, inoperable automatic fire suppression systems [A.F.S.S.], spraying flammable / combustible liquids without the required protection of an A.F.S.S., blocked or locked exits, etc. shall be: . . . 300.00
 Non-Compliance with initial Notice of Violation . . . 1.5 times the original fee and may risk having the facility/structure evacuated and/or power being disconnected from the facility/structure.

Hazardous Materials:

5. Hazardous materials:

- a. Sparkler sales: Sale of sparklers requires submittal of inventory and site plan, including inspection . . . 300.00

- b. Fireworks: Public display. Public display of fireworks must be under the direction of a person certified by the department as a fireworks "shooter." Each display, including inspection . . . 300.00
 - i. Shooter's certification requires in-person application to establish competency in handling fireworks and determining compliance with applicable state regulations. Initial certifications . . . 150.00
 - ii. Annual fee . . . 100.00
- c. Automobile wrecking yards, junkyards, waste materials handling plants . . . 150.00
- d. Cellulose nitrate motion picture film; storage, handling or use of more than twenty-five (25) pounds (35mm film about 5,000 feet) of nitrate motion picture film, including inspection . . . 100.00
- e. Combustible fiber; storage and handling of combustible fiber in quantities exceeding 100 cubic feet . . . 100.00
- f. Compressed gases; storage, handling or use of more than 2,000 cubic feet of flammable gas or 6,000 cubic feet of non-flammable gas at normal temperature and pressure . . . 300.00
- g. Dry cleaning establishments; dry cleaning by use of cleaning solvents, fluids or cleaning solutions . . . 200.00
- h. Explosives, ammunition and blasting agents, manufacturing, keeping, storage, sale and transportation of explosives, ammunition and blasting agents . . . 300.00
- i. Garages, use of any building, shed or enclosure as a place of business for servicing or repairing motor vehicles . . . 100.00
- j. Flammable finishes, application of; spraying or dipping operations utilizing on any working day more than one (1) gallon of flammable or combustible liquids . . . 300.00
- k. Flammable and combustible liquids; storage, handling or use of class 1A and 1B liquids in excess of one (1) gallon in a place of human habitation, in excess of six (6) gallons in other occupancies or in excess of ten (10) gallons outside any building . . . 300.00
- l. Fumigation and insect fogging; fumigation or thermal insecticidal fogging which is dangerous, noxious or poisonous to life or health of human beings or which constitutes a fire hazard, per company (annual) . . . 100.00
- m. Hazardous chemical; no person, firm or corporation shall store, handle or use any hazardous material as defined and/or classified in the currently adopted edition of the Florida Fire Prevention Code, Broward County Amendments (current edition) to The Florida Fire Prevention Code, and any/all currently adopted NFPA codes and standards unless and until a valid permit has been issued pursuant to this chapter by the fire department . . . 300.00
- n. Magnesium; melting, casting, heat treating, machining or grinding of more than ten (10) pounds of magnesium per working day . . . 300.00

- o. Liquefied petroleum gas; a permit shall be obtained for each installation of liquefied petroleum gas employing a container or an aggregate of interconnected containers of over 2,000 gallons water capacity . . . 300.00
- p. Oil burning equipment; installation or replacement of an oil burner and fuel tank used in connection therewith that is in excess of twenty-five (25) gallons in a building or in excess of sixty (60) gallons outside of a building. . 100.00.
- q. Organic coatings manufacturing; organic coating manufacturing operation making more than one (1) gallon of an organic coating on any working day . . . 300.00
- r. Welding or cutting; welding or cutting operations excluding job sites . . . 300.00
- s. Dust explosion, prevention of; operation of any grain elevator; flour, starch or feed mill, or plant pulverizing aluminum, coal, cocoa, plastics, magnesium, spices, sugar or other material producing dust . . . 300.00

Section 3. That all resolutions or parts of resolutions in conflict with this Resolution shall be repealed 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 on _____, 2018.

ATTEST:

TOM SCHEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY

CITY OF DANIA BEACH

Agenda Request Item

Type of Request: Public Hearing

Continued from:

Requested Action (Identify appropriate Action or Motion)

ADOPT ORDINANCE CREATING ARTICLE XII, TO BE ENTITLED "PUBLIC NUISANCE", AND SECTION 17-133, TO BE ENTITLED "PUBLIC NUISANCE ABATEMENT" AS PART OF CHAPTER 17, ENTITLED "OFFENSES MISCELLANEOUS" OF THE CITY CODE OF ORDINANCES; PROVIDING FOR CONFLICTS, FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

Purchasing Requests ONLY

Dept:

Acct #:

Amt:

Fund:

Fiscal Impact/Cost Summary

Exhibits Attached

Memo - Nuisance Abatement Ordinance 2nd Reading, O-2018-011 Creating Art. XII & Sec. 17-133 of Ch. 17 Regarding Public Nuisance Second Reading

MEMORANDUM

Date: June 26, 2018

To: Tamara James, Mayor
Bill Harris, Vice Mayor
Chickie Brandimarte, Commissioner
Bobbie H. Grace, Commissioner
Marco A. Salvino, Sr., Commissioner

CC: Robert Baldwin, City Manager
Marc LaFerrier, Director, Community Development Department

From: Thomas J. Ansbro, City Attorney

Subject: Proposed Adoption of New Article XII, "Public Nuisances" of
Chapter 17 of the City Code of Ordinances

As a result of several recent meetings with BSO, Community Development Department and Code Compliance staff, in an effort to find measures to effectively address "public nuisance" types of issues at various businesses in the City, a new ordinance has been prepared.

Review of the City's "Nuisance Abatement Board" ordinance has led us to conclude that its procedures are too limited and restrictive in their scope. The City needs to address the wide spectrum of conduct which constitutes "nuisances" under state law and what is known as the "common law" in Florida.

This Ordinance is modeled after one used by the Town of Lauderdale-by-the-Sea. It was used successfully by the Town in dealing with a motel which was a frequent source of police and Code Compliance calls. Ultimately, by hearings conducted under the Code Compliance Special Magistrate process these nuisance issues were resolved and the motel is no longer a problem for police and code officials.

Conduct found to be a nuisance under state law and the state statutes mentioned in the proposed ordinance includes matters dealing with illegal drugs, gang activities, public disturbances and prostitution, among many other types of misconduct.

Adoption of the Ordinance is recommended.

TJA:la

Attachment: Proposed Ordinance

cc: Eric Abend, Special Counsel
Captain Danny Marks, Broward Sheriff's Office
Lt. Darryl Stallings, Broward Sheriff's Office
Eric Walton, Code Compliance Manager
Barbara Urow, Lead Code Inspectorla

ORDINANCE NO. 2018-011
SECOND READING

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA, CREATING ARTICLE XII, TO BE ENTITLED "PUBLIC NUISANCE", AND SECTION 17-133, TO BE ENTITLED "PUBLIC NUISANCE ABATEMENT" AS PART OF CHAPTER 17, ENTITLED "OFFENSES MISCELLANEOUS" OF THE CITY CODE OF ORDINANCES; PROVIDING FOR CONFLICTS, FURTHER, PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF DANIA BEACH, FLORIDA:

Section 1. That Article XII to be entitled "Public Nuisances" and Section 17-133, to be entitled "Public Nuisance Abatement" as part of Chapter 17, entitled "Offenses Miscellaneous" of the City Code of Ordinances, is created to read as follows:

ARTICLE XII. - PUBLIC NUISANCES

Sec. 17-133. - Public nuisance abatement.

- a) *Definition.* For purposes of this section, "public nuisance" means any of those actions or failures to act defined as a public nuisance in Florida Statutes Section 823.05, Florida Statute Section 823.10, F.S. Section 893.138, and any public nuisance known or recognized as such at common law or in equity jurisprudence or as provided by statute, administrative rule, or ordinance of the City, including this Article, which tend to annoy the public, injure the health of the citizens in general, or corrupt the public morals within the City.
- b) *Violation established.* It is unlawful and constitutes a violation of this section for any person or business who or which engages in any business, a profession or occupation within the City, or who or which owns, operates or manages premises or any business establishment within the City, to engage in business, a profession or occupation or operate or manage the premises or business establishment, in a manner which facilitates

or aids the efforts of that business, person or any other person to engage in conduct which constitutes the establishment or maintenance of a public nuisance within the City.

c) *Enforcement.* The City Code Compliance Special Magistrate shall have jurisdiction to hear and decide cases in which violations of this Article are alleged. The City may enforce the provisions of this Article pursuant to the City's enforcement procedures as provided by Florida Statute Chapter 162.

1. The City may prosecute violations of this Section by issuance of a notice of formal hearing before a code compliance special magistrate for violation of a City ordinance, in which case the penalty for a violation is as follows:

- | | |
|------------------------------------|-------------------|
| a. First offense | \$250.00 |
| b. Second offense | \$500.00 |
| c. Violation irreparable in nature | Up to \$5,000.00. |

2. The special magistrate shall have the authority to order compliance with measures intended to protect the public health, safety, and welfare, in an effort to abate any nuisance.

3. Each day in which a violation exists will constitute a separate violation for the purpose of determining the fine, penalty and compliance measures imposed.

The provisions contained in this Article are additional and supplemental means of enforcement. The provisions and procedures contained in this Article shall be in addition to and supplemental to any other remedies now existing or subsequently provided for by law or City ordinance.

Section 2. That if any section, clause, sentence or phrase of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this Ordinance.

Section 3. That all ordinances or parts of ordinances and all resolutions or parts of resolutions in conflict with this Ordinance, are repealed to the extent of such conflict.

Section 4. That this Ordinance shall take full effect immediately upon its passage and adoption.

PASSED on first reading on June 12, 2018.

PASSED AND ADOPTED on second reading on June 26, 2018.

ATTEST:

THOMAS SCHNEIDER, CMC
CITY CLERK

TAMARA JAMES
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

THOMAS J. ANSBRO
CITY ATTORNEY



Cathy David <pfpens@gmail.com>

Resignation

1 message

Pavel Naporko <pnaporko@gmail.com>
To: Cathy David <pfpens@gmail.com>

Mon, Jun 18, 2018 at 1:20 PM

Hi Cathy,

After careful consideration I've decided to resign from the board effective immediately.

It's been a real pleasure serving on the board.

Thank you,
Pavel

--

Sent from my T-Mobile 4G LTE Device

POLICE & FIRE PENSION BOARD
MEMBERSHIP – 4 Year Terms
Thursday, June 21, 2018

Name/Address Phone Number	Date Appointed	Term	Position
Carolyn Jones 722 SW 3 rd Street Dania Beach, FL 33004 954-920-0727 (H) 754-323-3033 (W)	March 16, 2015	March 2015 through March 2019	9 th Member Selected by Board Secretary
David Nuby, Jr. 401 SW 12 Avenue P.O. Box 1214 Dania Beach, FL 33004 954-275-2579 754-321-2320 Work davidnuby@aol.com	March 10, 2015	March 2015 through March 2019	Commission Appointment
Rae Sandler 810 NW 7 th Avenue Dania Beach, FL 33004 954-649-0396 raesandler@bellsouth.net	March 10, 2015	March 2015 through March 2019	Commission Appointment
Roger Handevitd 206 SE 3 rd Place Dania Beach, FL 33004 954-258-9915	March 10, 2015	March 2015 through March 2019	Commission Appointment
		March 2015 through March 2019	Commission Appointment
Todd Lleras 8001 NW 125 Terrace Parkland, FL 33076 954-274-8333 Cell 954-775-0769 Home tlлерas@gmail.com	March 16, 2015	March 2015 through March 2019	Fire Department Employee
Todd Neal 500 SW Siesta Way Stuart, FL 34994 772-341-4704 Cell tneal44@gmail.com	March 16, 2015	March 2015 through March 2019	Fire Department Employee

POLICE & FIRE PENSION BOARD
MEMBERSHIP – 4 Year Terms
Thursday, June 21, 2018

Name/Address Phone Number	Date Appointed	Term	Position
Larry Rogers 100 W. Dania Beach Boulevard Dania Beach, FL 33004 954-926-2400	March 16, 2015	March 2015 through March 2019	Police Department Employee
Richard Tarrant 9213 Arborwood Circle Davie, FL 33328 Cfa110205@comcast.net	March 16, 2015	March 2015 through March 2019	Police Department Employee